

Notice is hereby given that a Meeting of the Otautau Community Board will be held on:

Date: Time: Meeting Room: Venue: Thursday, 21 April 2016 2pm Southland District Council Office 176 Main Street, Otautau

# **Otautau Community Board Agenda**

# OPEN

# MEMBERSHIP

Chairperson Deputy Chairperson Members Andre' Bekhuis Tony Vincent Ken Davidson Peter Gutsell Peter Herrick Amber Joyce Stuart Baird

Councillor

IN ATTENDANCE

Community Engineer Governance Advisor Greg Erskine Alyson Hamilton

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Full agendas are available on Council's Website www.southlanddc.govt.nz

**Note:** The reports contained within this agenda are for consideration and should not be construed as Council policy unless and until adopted. Should Members require further information relating to any reports, please contact the relevant manager, Chairperson or Deputy Chairperson.

# Terms of Reference for Community Boards

This Community Board is a statutory body with delegated responsibility from Southland District Council. The board members are elected to represent their community and advocate on behalf of their community.

It can make decisions on:

- Tenders for leases of land and buildings within its area up to \$10,000. For tenders above that value, the board can make a recommendation to either the Group Manager Services and Assets or Council's Activities Performance Audit Committee.
- Managing local halls and cemeteries
- Managing reserves, plantings, drainage, footpaths, street lighting, camping grounds, wharves, jetties, lakeshores and slipways, litter control
- Stewart Island governance of the Stewart Island Electrical Supply Authority
- Te Anau management of the Te Anau Airport Manapouri

It can make recommendations to Council on:

• Estimates, traffic management, roading, recreation, elderly persons' housing, noxious plants control, pest destruction control, temporary road closures, local civil defence, local welfare, waste management, economic development, resource consent applications which are referred to the board for feedback, toilets and local assets.

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# UPDATES

# 8.1 Chairman's Report

The Chairman, Member Bekhuis, to report on matters with which he has been involved since the Board's last meeting.

# 8.2 Areas of Responsibilities

The following is a list of portfolios held by each Member;

•	Works	Member Davidson
-	Parks & Reserves	Member Herrick
-	Cemeteries	Member Gutsell
•	Hall	Member Gutsell
•	Community Housing	Member Vincent
•	Emergency Management	Member Vincent
•	Promotions	Member Joyce
•	Alex McKenzie Arboretum Trust	Member Davidson

# 8.3 Councillor's Report

Councillor Baird to report on matters with which he has been involved since the Board's last meeting.



### 1 Apologies

At the close of the agenda no apologies had been received.

#### 2 Leave of absence

Member Joyce's request for leave of absence was granted by the Board at its March meeting.

# 3 Conflict of Interest

Committee Members are reminded of the need to be vigilant to stand aside from decision-making when a conflict arises between their role as a member and any private or other external interest they might have.

### 4 Public Forum

Notification to speak is required by 5pm at least two days before the meeting. Further information is available on <u>www.southlanddc.govt.nz</u> or phoning 0800 732 732.

### 5 Extraordinary/Urgent Items

To consider, and if thought fit, to pass a resolution to permit the committee to consider any further items which do not appear on the Agenda of this meeting and/or the meeting to be held with the public excluded.

Such resolution is required to be made pursuant to Section 46A(7) of the Local Government Official Information and Meetings Act 1987, and the Chairperson must advise:

- (i) the reason why the item was not on the Agenda, and
- (ii) the reason why the discussion of this item cannot be delayed until a subsequent meeting.

Section 46A(7A) of the Local Government Official Information and Meetings Act 1987 (as amended) states:

"Where an item is not on the agenda for a meeting,-

- (a) that item may be discussed at that meeting if-
  - (i) that item is a minor matter relating to the general business of the local authority; and
  - (ii) the presiding member explains at the beginning of the meeting, at a time when it is open to the public, that the item will be discussed at the meeting; but
- (b) no resolution, decision or recommendation may be made in respect of that item except to refer that item to a subsequent meeting of the local authority for further discussion."

# 6 Confirmation of Minutes

6.1	Meeting	minutes	of	Otautau	Community	Board,	10	March	2016
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# Otautau Community Board OPEN MINUTES

Minutes of a meeting of Otautau Community Board held in the Southland District Council Office, 176 Main Street, Otautau on Thursday, 10 March 2016 at 2pm.

# PRESENT

Chairperson Members Andre' Bekhuis Ken Davidson Peter Gutsell Peter Herrick Amber Joyce Stuart Baird

Councillor

IN ATTENDANCE

Community Engineer Team Leader, Governance Greg Erskine Chris Dolan



### 1 Apologies

Apology for non-attendance was lodged by Member Vincent.

Moved Member Breayley, seconded Member Wilson and resolved:

That the apology for non-attendance lodged by Member Vincent be sustained.

### 2 Leave of absence

Member Amber Joyce informed the Board on the impending birth of her child during the month of April.

It was noted that the next Board meeting is scheduled for 21 April 2016.

Moved Member Davidson, seconded Member Gutsell and resolved:

That leave of absence be granted to Member Joyce for the Board's April meeting.

#### 3 Conflict of Interest

Chairman Bekhuis advised of a declaration of an interest in the Holt Park Camping Ground Upgrade project.

#### 4 Public Forum

There were no persons seeking speaking rights in the Public Forum section of the meeting.

#### 5 Extraordinary/Urgent Items

There were no Extraordinary/Urgent items.

#### 6 Confirmation of Minutes

### Resolution

Moved Member Gutsell, seconded Member Joyce and resolved:

That the minutes of Otautau Community Board, held on 28 January 2016 be confirmed as a true and correct record subject to the following correction;

8.1 Cemeteries....the words "Settlers Cemetery" should read "The RSA Section of the Otautau Cemetery.

# 7 Reports

#### 7.1 Action Sheet

# Record No: R/16/2/2662

The Action Sheet from the Board's previous meetings was circulated for Members' information.



Issues arising from the Action Sheet included:

#### Otautau Sewerage Connections

Building Control Officer, Michael Marron, advised that the building consent has been extended following communication with the property owner who has agreed to put aside money in order to connect to the scheme.

### Holt Park Camping Ground Upgrade

### Note: Chairman Bekhuis declared an interest on this matter.

It was reported that the job specifications have been released to local contractors giving such contractors the opportunity to lodge questions for the project.

The Board was informed that quotations close on 31 March 2016.

#### Holt Park Forestry

Tabled before the Board was an e-mail communication from the Forestry Manager for IFS who advised that due to extreme weed hindrance, low tree stocking and contractor capacity – this block would be least preferred for pruning. If it was pruned the cost involved would not be economic compared to other options.

The Foresry Manger advised ideally the block would be better suited to a structural regime (what Rayonier use to 100% of their estate now) that is grow for quantity of unpruned saw-logs at harvest. This only requires a single thinning operation at about age 12 (2021) to 500 sph. Budget for this is approximately \$10K.

Taking into consideration the information outlined in the e-mail from the Forestry Manager the Board had reservations at the options outlined and request the Community Engineer arrange an onsite meeting with members of the Board to discuss this further.

#### Floodbanks Walkways

The Community Engineer was requested to provide to the next meeting aerial photos of that area from the Arboretum to the entrance to the Township in order for the Board to consider possible development of a walkway in this particular area.

#### Pedestrian Crossing Adjacent Otautau School

Board request the Roading department update the Board on the request from the School for a plan regarding speed limits for school zones within the District.

#### Otautau Town Hall Disposal

The Board request the Strategic Manager Property choose a date to meet with the Board to update the members relating to the disposal of the Hall.

#### Transfer Station – Open Day

The Community Engineer was requested to investigate costs associated with an Open Day at the Transfer station and report on such costs to the Board at its next meeting.



# Resolution

Moved Member Herrick, seconded Member Joyce and resolved:

That the Otautau Community Board:

- a) Receives the report titled "Action Sheet" dated 7 March 2016.
- b) Determines that this matter or decision be recognised as not significant in terms of Section 76 of the Local Government Act 2002.
- c) Determines that it has complied with the decision-making provisions of the Local Government Act 2002 to the extent necessary in relation to this decision; and in accordance with Section 79 of the Act determines that it does not require further information, further assessment of options or further analysis of costs and benefits or advantages and disadvantages prior to making a decision on this matter.
- d) Requests the Community Engineer to report to the Board on costs associated with an Open Day at the Transfer Station; costs to be available at the April 2016 meeting.

# 7.2 Works and Finance Report to Otautau Community Board for the period ended 31 January 2016

### Record No: R/16/2/2455

The Works and Finance Report prepared by Mr Greg Erskine (Community Engineer) for the period ending 31 January 2016, was tabled.

Issues arising included;

Community Engineer to liaise with the Chairman concerning stage 2 of the BMX Track project.

# Resolution

Moved Member Herrick, seconded Member Davidson and resolved:

That the Otautau Community Board:

a) Receives the report titled "Works and Finance Report to Otautau Community Board for the period ended 31 January 2016" dated 7 March 2016.

# 8 Updates

#### 8.1 Local Liaison Person

<u>Works</u>

- Community Engineer to contact Powernet concerning the power pole at the foot of Slaughterhouse Road that was recently the scene of an accident.
- Consideration be given to the provision of angle parking opposite the Otautau Four Square Supermarket.
- Community Engineer to investigate the need for the cleaning of Yellowbluff bridge.



- Spraying requires to be carried out at the Bowing Club carpark and the walking track.
- Community Engineer to investigate the state of the roadlines in the Township in particular the edgelines.

#### Parks & Reserves

• Parks & Reserves Committee to "step out" distances with the possibility of extending the fence between the rugby ground and the camping ground.

#### Gardening Contract

Following discussion on the gardening contract, Members agreed;

- That approval be given to extending of the gardening contract for another year with ICC.
- To retain T Dahlenburg with his maintaining of certain gardens within the Township (eg garden plots/museum garden).

Moved Member Herrick, seconded Member Gutsell and resolved:

#### That the Otautau Community Board:

- a) Approves the extending of the gardening contract for twelve months with ICC.
- b) Requests the Community Engineer investigate the possibility of angle parking opposite the Four Square Supermarket and report back to the Board at its April 2016 meeting.
- c) Requests the Community Engineer arrange spraying of the Bowling Club carpark and the walking track.
- d) Requests the Community Engineer investigate state of the roadlines in the Township in particular the edgelines.

### 8.2 Chairman's Report

Chairman Bekhuis reported on activities with which he has been involved since the Board's last meeting. These included;

Upcoming Chairs meeting on 5 April 2016.

#### 8.3 Councillor's Report

Councillor Baird reported on matters from the District Council table. These included;

- Resource Consent application lodged by Farmlands
- Environment Court Hearing re the Cycle Trail
- Freedom Camping Issues
- Elections 2016
- Food Act
- Annual Plan Submissions



The meeting concluded at 3.48pm.

CONFIRMED AS A TRUE AND CORRECT RECORD AT A MEETING OF THE OTAUTAU COMMUNITY BOARD HELD ON 10 MARCH 2016.

<u>DATE</u>:.....

CHAIRPERSON:



# **Action Sheet**

Record No:R/16/4/5525Author:Alyson Hamilton, Committee AdvisorApproved by:Alyson Hamilton, Committee Advisor		
□ Decision	□ Recommendation	☑ Information

1 The Action Sheet from the Board's last meeting is circulated for Members' information.

# Recommendation

That the Otautau Community Board:

a) Receives the report titled "Action Sheet" dated 14 April 2016.

# Attachments

- A Otautau Community Board Action Sheet 21 April 2016 View
- B Otautau Community Board InfoCouncil Action Sheet 21 April 2016 View

# **Action Sheet**

# **Otautau Community Board**

### Wallace Community Board, 31-Jan-2013

#### 13.01.4.0 Otautau Sewerage Connections

The Board queried the sewerage connection status of several Otautau Marron, M properties.

#### Officer's comment

#### Updated 30 October 2014

Council prosecuted the owner of a property on the Otautau Wreys Bush Road for failing to connect to the sewerage scheme in the Invercargill District Court on 24 October 2014. The defendants did not appear and were both convicted and fined.

### Updated 4 December 2014

The Board is advised that the above property owner has informed Council he is trying to save money to connect; the owner has been advised that to avoid further Court action and costs he should arrange for a building consent for the sewer connection as soon as possible.

#### Updated 25 February 2015

Building consent was issued for a property on the Otautau Wreys Bush Road on 22 January 2015.

#### Updated 28 May 2015

The Board enquired if Council would consider connecting the property on the Otautau Wreys Bush Road and adding the charges onto the owner's rates or place a caveat over the title. Staff to investigate and report back to the Board.

#### Updated 8 June 2015

The Finance Manager advises that in relation to setting up an informal loan arrangement and registering a charge against the title, that Council has set up such arrangements in the past and these typically haven't worked in Council's favour with the debts still being outstanding 5+ years later and Council's only option being to incur legal costs to seek judgement (which may still not see payment being made promptly), or wait until the property is sold (which is often not likely in these type of cases).

The Finance Manager confirmed that this responsibility falls on the ratepayer and that Council is unable to assist in this instance.

#### Updated 9 July 2015

The Board requests that this item remain on the Action Sheet. Further Court action may ensue if the property is not connected prior to the building consent lapsing in January 2016.

#### Updated 3 February 2016

The building consent has been extended following communication with the property owner who has agreed to put aside money in order to connect to the scheme.

Name(s):

Dates: Response 01/03/16

# Otautau Community Board Action Sheet -Excluding Public Excluded

# **Open Action Items**

Author	Due Date	Subject	Notes
Kelly Tagg	11/06/2015	Holt Park Camping Ground Upgrade	Venture Southland will add anecdotal information to the report regarding the estimated current income of the camping ground and potential income for the township from blueberry pickers at the Otautau Blueberry Country Farm. A maintenance plan for the upgraded camping ground facilities should be done by the area engineer. Additional information has been provided by Venture Southland. Area Engineer to complete maintenance plan. This project has been referred to the Community Partnership Leader to pursue.
Greg Erskine	21/04/2016	Transfer Station - Open Day	Board requests the Community Engineer to report to the Board on costs associated with an Open Day at the Transfer Station; costs to be available at the April 2016 meeting. The Community Engineer spoke to Bond Contracts and their suggestion would be to collect the "rubbish" in a central place in town and load it and truck directly to AB Lime. The Otautau transfer station would be limited if there is a big turn out of stuff.
Greg Erskine	21/04/2016	Traffic Control	Board requests the Community Engineer investigate the possibility of angle parking opposite the Four Square Supermarket and report back to the Board at its April 2016 meeting. Community Engineer has approval from the Roading Team – should be in place by the meeting.
Greg Erskine	21/04/2016	Spraying	Board requests the Community Engineer arrange spraying of the Bowling Club carpark and the walking track. SouthRoads/Task Force to undertake this work.

Greg Erskine	21/04/2016	Traffic Control	Board requests the Community Engineer investigate state of the roadlines in the Township in particular the edgelines. The township road marking was completed in April, which included remarking many faded edge
Greg Erskine	21/04/2016	Gardening Contract	lines. Board approves the extending of the gardening contract for twelve months with ICC. Community Engineer has confirmed this with I.C.C.
Greg Erskine	21/04/2016	Traffic Control	Area Engineer to arrange for the "no parking" yellow lines to be re-sprayed along Kendall Street Otautau. The request has been forwarded to the roading team.
Greg Erskine	21/04/2016	Holt Park Forestry	Area Engineer to obtain quotes for the trimming of the forestry block. IFS have been requested to sources quotes for the trimming of the forestry block. Community Engineer to arrange for Forest Manager IFS to meet with Board on site.
Greg Erskine	21/04/2016	Walkways	The Area Engineer was requested to investigate extending the floodbank walkways from the footbridge to George Street and also to investigate the possibility of extending the footpath on Main Street to the Arboretum. Board requests Community Engineer present aerial photos of the area from the southern end of main street to the Arboretum.
James McCallum	21/04/2016	Request from Otautau School - Pedestrian Crossing	Mr McCallum advises the Roading Department has been approached by several schools wanting variable speed limits within the Southland District. Staff are working towards putting a plan together regarding speed limits for school zones located within the District. Once Council has gathered the evidence to support installing Active Warning School Signs - then the Roading Engineers will be back out to Otautau school to investigate this site further.
Kevin McNaught	21/04/2016	Otautau Town Hall Disposal	The Board requests that the Strategic Property Manager provide an update on progress concerning the disposal of the Otautau Town Hall.

Item 7.1 Attachment B

The process has been delayed due to the staff involvement with another large project.
Board requests meeting with Strategic Property Manager at time suitable to latter.

# **Recently Closed Action Items**

Author	Completion Date	Subject	Notes	
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# Works and Finance Report to Otautau Community Board for the period ended 31 March 2016

Record No:R/16/4/5247Author:Greg Erskine, Community EngineerApproved by:Ian Marshall, Group Manager Services and Assets

$\square$	Decision
	DECISION

□ Recommendation

 $\boxtimes$  Information

# **Community Engineer's Report**

1. Recent work on Main Street has been tidied up with edge sealing using rubberised bitumen. This seals off the edges of the new asphalt and prevents water seepage into the cracks.



- 2. During the past month all the streets have had the roadmarking renewed. A review of the standards for edgelines by the roading team has indicated that several lines in Otautau needed to be re-instated to provide continuity and delineation between the vehicle lane and parking areas.
- 3. At the reshaped BMX track, crusher dust has been laid on the clay track to provide and all weather surface. The new track has been well used by local children and the profile/shape is a credit to local contractor Doug Symonds Contracting.
- 4. Footpath repairs have been completed to the value of \$25K across town. These have included trip hazards, section failures and small new sections connecting paths to the road edges. Work was completed by a local contractor at very competitive rates.

# Water and Waste Engineer's Report

5. The monthly operations reports from Downer are provided to the Board Secretary as they are published. They include data on Downer's district-wide operations activities which is presented on a town by town basis.

tem 7.2

6. For the year to date there has been no unplanned expenditure exceeding the \$5,000 threshold.

# **Financial Considerations**

# Community Engineer Comments

- 7. In the income report, business unit 28934 (370%) includes a grant of \$7500 from the local plunket group towards the new playground.
- 8. In the expenditure report, business unit 28934 (318%) includes expenditure on the new playground.

**Development and Financial Contributions** 

9. The table below outlines the balances of Development and Financial contributions for your community to date. Spending of these funds is considered by Council staff when projects are in the planning stage. Once identified as a potential funding source for a project, confirmation from the Group Manager Services and Assets is sought before undertaking the project to ensure that the relevant policy and legislative requirements are met.

Sewerage	\$29,989
Water	\$5,489

# <u>Reserves</u>

10. Please find the Reserves Report attached.

# Recommendation

That the Otautau Community Board:

a) Receives the report titled "Works and Finance Report to Otautau Community Board for the period ended 31 March 2016" dated 12 April 2016.

# Attachments

A Otautau Project List and Financial Reports, 31 March 2016 View

# Project List

The table below shows all of the projects that are currently planned for Otautau in 2015/2016. Items in **bold and italics** are carried over from previous financial years:

Activity	Project	Туре	Year	Budget	Status	Officer's Comments
Library Services	New Carpet	REN	15/16	\$20,000	Completed	Completed Feb 2016
Library Services	Internal Repaint	MAINT PLAN	15/16	\$7,000	Completed	Completed Feb 2016
Council Buildings/Property	Upgrade camping ground - sewerage connection, new ablution block, new kitchen, new huts and chalets	LOS	15/16	\$240,000	Tender	Stage 1, New ablution block out to tender. Delays due to investigation and design. Construction to commence in the new financial year. Carry forward \$220,000.
Roading and Transport	Footpaths Upgrade	REN	14/15	\$11,694	Completed	Completed March
Parks and Reserves	Township Walking Tracks Project	LOS	14/15	\$5,294	Construction	Kiwi Rail work completed, fence being moved, new signs installed

# 75.00% Of Year

#### Full Year Annual Budget Actual Income to Income to Income Date Date % Projection 28,178 19,758 28,201 28900 Administration - Otautau 70% 28901 Library - Otautau 29,041 21,791 75% 29,051 28902 Operating Costs - Otautau 6,194 4,651 75% 6,199 28907 Street Works - Otautau 20,838 15,424 74% 20,856 28910 Refuse Collection - Otautau 75% 7,752 7,745 5,815 28925 Cemetery - Otautau 27,052 16,210 60% 22,973 28926 Settlers Cemetery - Otautau 2,679 2,010 75% 2,680 28928 Beautification - Otautau 33,500 25,439 76% 33,814 28932 Holt Park 14 044 18 104 17 440 **9.1%** 289 289 289 289 289 289 289 289 Sub

28932 HOIL Park	17,440	14,044	81%	18,404
28933 Holt Park Extension	8,783	7,211	82%	9,407
28934 Centennial Park	2,545	9,411	370%	10,047
28936 Baths - Otautau	13,116	8,724	67%	13,131
28949 Holt Park Camping Ground	10,006	7,513	75%	10,015
28950 Hall - Otautau	10,490	8,111	77%	10,736
28981 Plunket Rooms - Otautau	1,823	1,399	77%	1,855
28982 Bowling Club	100	0	0%	25
28985 Forestry - Holt Park	3,949	0	0%	3,949
Subtotal Local Business Units	223,479	167,513	75%	229,094
28913 Stormwater Drainage Otautau	37,809	23,361	62%	37,836
Subtotal Water & Waste Business Units	37,809	23,361	62%	37,836
Total	261,288	190,874	73%	266,929

75.00% Of Year

Expenditure	<u>Annual Budget</u>	Actual Spent to Date	Spent to Date <u>%</u>	Full Year Projection
28900 Administration - Otautau	26,313	19,142	73%	25,720
28901 Library - Otautau	24,797	18,173	73%	24,715
28902 Operating Costs - Otautau	6,194	5,227	84%	6,627
28907 Street Works - Otautau	8,450	8,326	99%	10,439
28910 Refuse Collection - Otautau	7,745	5,870	76%	7,806
28925 Cemetery - Otautau	27,052	14,894	55%	21,657
28926 Settlers Cemetery - Otautau	2,679	784	29%	1,347
28928 Beautification - Otautau	43,500	27,919	64%	38,794
28932 Holt Park	17,440	12,740	73%	16,740
28933 Holt Park Extension	8,783	3,745	43%	5,120
28934 Centennial Park	2,545	8,096	318%	8,732
28936 Baths - Otautau	11,613	3,479	30%	5,178
28949 Holt Park Camping Ground	5,438	2,798	<b>51%</b>	4,037
28950 Hall - Otautau	10,487	5,077	48%	6,752
28981 Plunket Rooms - Otautau	1,823	1,269	70%	1,394
28982 Bowling Club	0	638	0%	638
28985 Forestry - Holt Park	19,167	1,219	6%	5,820
Subtotal Local Business Units	224,026	139,395	62%	191,517
28913 Stormwater Drainage Otautau	16,113	5,691	35%	9,688
Subtotal Water & Waste Business Units	16,113	5,691	35%	9,688
Total	240,139	145,086	60%	201,205

# 75.00% Of Year

#### Capital Expenditure Annual Budget Full Year Actual Spent to Spent to Date Projection <u>Date</u> <u>%</u> 28901 Library - Otautau 4,994 1,984 40% 3,233 28907 Street Works - Otautau 12,092 26,474 219% 29,497 28928 Beautification - Otautau 5,294 4,060 77% 5,383 240,000 28949 Holt Park Camping Ground 5,436 2% 65,436 Subtotal Local Business Units 262,380 37,954 14% 103,549 0 Subtotal Water & Waste Business Units 0 0% 0 262,380 37,954 14% Total 103,549

# 75.00% Of Year

Funding Adjustments (Contributions, Loans, Provisions, Reserves, Forestry Dividend)	<u>Annual Budget</u>	<u>Actual</u> Adjustments to <u>Date</u>	Adjustments to Date %	Full Year Projection
28900 Administration - Otautau	(1,865)	0	0%	(466)
28901 Library - Otautau	750	17	2%	204
28907 Street Works - Otautau	11,398	0	0%	2,850
28928 Beautification - Otautau	15,294	0	0%	3,824
28936 Baths - Otautau	(1,503)	0	0%	(376)
28949 Holt Park Camping Ground	235,432	0	0%	58,858
28950 Hall - Otautau	(3)	0	0%	(1)
28982 Bowling Club	(100)	0	0%	(25)
28985 Forestry - Holt Park	15,218	0	0%	3,804
Subtotal Local Business Units	274,621	17	0%	68,672
28913 Stormwater Drainage Otautau	(21,696)	0	0%	(5,424)
Subtotal Water & Waste Business Units	(21,696)	0	0%	(5,424)
Total	252,925	17	0%	63,248

		Res	serv	e Ba	alan	ces	- An	nua	l Pla	an			
Otautau	Opening Balance	Current Budget	Forecast Budget	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024	2024/2025	2025/2026
Community Centre													
Operating Otautau Town Hall - OPR	9,581	9,584	9,584	9,587	9,590	9,593	9,596	9,599	9,602	9,605	9,609	9,613	9,613
Total Community Centre Operating	9,581	9,584	9,584	9,587	9,590	9,593	9,596	9,599	9,602	9,605	9,609	9,613	9,613
Total Community Centre	9,581	9,584	9,584	9,587	9,590	9,593	9,596	9,599	9,602	9,605	9,609	9,613	9,613
Balance Local													
Operating Otautau Baths	43.702	45.205	45.205	46.771	48,403	50,103	51.874	53,719	55.642	57.645	59,732	61.907	61,907
Otautau Brightwood Develop	14,364	254	254	254	254	254	254	254	254	254	254	254	254
Otautau CB Conference	8,361	1,323	1,323	1,329	1,336	1,343	1,350	1,357	1,365	1,373	1,381	1,390	1,390
Otautau Forestry	175,457	17,259	30,788	29,310	24,079	23,749	23,405	23,047	22,674	22,285	21,880	21,458	20,708
Otautau General - OPR	127,846	48,053	107,536	59,222	59,416	59,618	59,829	60,049	60,278	60,516	60,782	61,041	61,141
Total Local Operating	369,730	112,094	185,106	136,886	133,488	135,067	136,712	138,426	140,213	142,073	144,029	146,050	145,400
Total Local Balance	369,730	112,094	185,106	136,886	133,488	135,067	136,712	138,426	140,213	142,073	144,029	146,050	145,400
Stormwater													
Operating													
Otautau Stormwater	166,905	188,601	188,601	211,206	234,758	259,297	284,864	311,502	339,256	368,173	398,302	429,693	429,693
Total Stormwater Operating	166,905	188,601	188,601	211,206	234,758	259,297	284,864	311,502	339,256	368,173	398,302	429,693	429,693
Total Stormwater Balance	166,905	188,601	188,601	211,206	234,758	259,297	284,864	311,502	339,256	368,173	398,302	429,693	429,693
Total Otautau Reserve Balance	546,216	310,279	383,291	357,679	377,836	403,957	431,172	459,527	489,071	519,851	551,940	585,356	584,706



# **Otautau Bowling Club Lease**

Record No:R/16/3/4398Author:Virginia Dillon, Property OfficerApproved by:Ian Marshall, Group Manager Services and Assets

 $\boxtimes$  Decision

 $\Box$  Recommendation

□ Information

# Purpose

1 The purpose of the report is to approve the issue of a lease to the Otautau Bowling Club Incorporated over Council recreation reserve located at 20 Rye Street, Otautau.

# **Executive Summary**

- 2 The lease to the Otautau Bowling Club Incorporated over recreation reserve at 20 Rye Street, Otautau expired on 31 March 2014.
- 3 The reason for the delay in entering into a new lease was due to the fact that the Club management was changing.

# Recommendation

That the Otautau Community Board:

- a) Receives the report titled "Otautau Bowling Club Lease" dated 14 April 2016.
- b) Determines that this matter or decision be recognised as not significant in terms of Section 76 of the Local Government Act 2002.
- c) Determines that it has complied with the decision-making provisions of the Local Government Act 2002 to the extent necessary in relation to this decision; and in accordance with Section 79 of the Act determines that it does not require further information, further assessment of options or further analysis of costs and benefits or advantages and disadvantages prior to making a decision on this matter.
- d) i) Determines that a lease of Council recreation reserve at 20 Rye Street, Otautau being Sections 41 and 42, Block II, Town of Otautau be issued to the Otautau Bowling Club for a term of 25 years from 1 April 2014.
  - ii) Approves the draft lease to the Otautau Bowling Club Incorporated as attached to the report.
  - iii) Determines that the annual rental payable by the Otautau Bowling Club Incorporated be set at \$100 plus GST for the five year term commencing 1 April 2014.

# Content

# Background

- 4 The Otautau Bowling Club has held a lease over Council recreation reserve at 20 Rye Street, Otautau since 1989.
- 5 The land is described as Sections 41 and 42, Block II, Town of Otautau and contains 4,047 square metres.
- 6 The land was originally reserved in 1892 as part of the Agriculture Showground.
- 7 In 1962 the land was set aside as a reserve for recreation purposes and vested in Council.
- 8 The Club was issued with a registered lease for 25 years from 1 April 1989.
- 9 The lease expired on 31 March 2014. Delays were encountered with renewing the lease due to planned changes to office holders at the Club and declining numbers of Club members.
- 10 The Club has indicated that it wishes to enter into a renewal lease and accepted the draft lease as attached the expired lease was submitted to Council's legal counsel for review (with updates being made as appropriate).
- 11 The Club has also said that it wished to have a registered lease.

# Issues

- 12 No issues are identified.
- 13 The Club has complied with all aspects of the lease and is, therefore, entitled to be issued with a renewal agreement.

# **Factors to Consider**

# Legal and Statutory Requirements

- 14 Clauses to note in the lease are:
- 15 Term 25 years from 1 April 2014
- 16 Rental \$100 plus GST per annum for the five year term commencing 1 April 2014.
  - 1.(a) THE Lessee shall use the buildings on the land solely for the purpose of clubrooms for the Lessee and rooms for meetings and social functions with or without catering subject however to such conditions as have been or may be imposed under the Resource Management Act 1991 and the Building Act 2004 and as storage area. If at any time the Lessor is of the opinion that the buildings are not being used or is not being sufficiently used for those purposes the Lessor after making such enquiries as the Lessor thinks fit and giving the Lessee an opportunity of explaining the usage of the buildings and if satisfied that they are not being used sufficiently used the purposes specified in this lease may terminate the lease on such terms as the Lessor approves.
  - 1.(b) THE Lessee shall use the land for the purpose of a public bowling green and if at any time the Lessor is of the opinion that the land is not being used or is not being sufficiently used for that purpose the Lessor after making such enquiries as the Lessor thinks fit and giving the Lessee an opportunity of explaining the usage

of the land and if satisfied that it is not being used or is not being sufficiently used for the purpose specified in this lease may terminate the lease on such terms as the Lessor approves.

- 2. THE Lessee will keep the land and all buildings and drains on the land in good and proper state of repair and condition and shall properly maintain and clean and paint the building and improvements (interior and exterior) to the satisfaction of the Lessor and will carry out all requisitions of the Lessor from time to time reasonably given in respect of the repair and maintenance of the buildings and the land.
- 3. THE Lessee will keep the land in a neat and tidy state and properly planted and sown or grassed to the reasonable satisfaction of the Lessor and shall maintain the greens and layout of the rinks so that the land is in a fit and proper condition to be used for the playing of bowls.
- 4. THE Lessee will insure the buildings and permanent improvements on the land to not less than full indemnity insurable value.
- 5. THE annual rental payable hereunder shall be reviewed every five years from the date of commencement of this lease. 6. THE Lessee shall pay and discharge all existing and future rates, taxes, power and telephone charges, duties impositions and outgoings whatsoever imposed upon the land or on the buildings erected on it.
- 11. THE Lessee will not mortgage, charge, assign, sublet or part with the possession of the land without the Lessor's written consent.
- 12. THE Lessee will not make any alterations or additions to any building or improvements on the land without the prior written consent of the Lessor and then only in accordance with the plans and specifications submitted to and approved by the Lessor.
- 14. THE Lessee shall not allow the use of the land or buildings for overnight accommodation.
- 15. ON termination of the lease for any reason all buildings and improvements thereon shall revert to the Lessor without compensation.
- 18. THE Lessee shall allow the use of the playing facilities by non-members on the payment of reasonable fees, on any occasion when the playing facilities are open for play and the Lessee is not using of the playing facilities for club competition, tournaments and meetings.
- 19. 20. ANY difference or dispute arising between the parties touching their respective rights or liabilities under this lease may be referred by either party to the determination of a single Arbitrator in case the parties agree upon one otherwise to two Arbitrators one to be appointed by each party and their umpire in manner provided by the Arbitration Act 1996.
- 21. THE rental paid by the Lessee in each year, pursuant to the provisions of Section 78, 79 and 80 of the Reserves Act 1977 shall be paid by the Lessor into a special account called the "Otautau Bowling Club Rentals Account". The funds shall be used and made available by the Lessor solely on and for the land and improvements on it.

# **Community Views**

17 The views of the Board are deemed to represent those of the community.

### **Costs and Funding**

- 18 The costs of review of the draft lease have been met by current budgets.
- 19 The lessee is liable for the costs to register the lease.

#### **Policy Implications**

20 The District-wide Reserves Management Plan stipulates that the land is to continue to be maintained as an area of open-space for organised sporting activities.

# Analysis

# **Options Considered**

- 21 The options are:
- 22 1. Issue a renewal lease.
- 23 2. Decline to issue a renewal lease

# **Analysis of Options**

### **Option 1 - Issue a renewal lease**

Advantages	Disadvantages
• Use and maintenances of land which reduces the costs to the Board.	None identified.

#### Option 2 - Decline to issue a renewal lease

Advantages	Disadvantages
No advantages to the Board in declining to issue a renewal lease.	• The Board would be liable for costs of maintaining the improvements and land should another occupier not be identified.

# Assessment of Significance

24 Not considered a significant activity.

# **Recommended Option**

25 The officer recommends Option 1.

# **Next Steps**

26 The lease will be sent to the Club for signing and will then be registered.

# **Attachments**

A Final Lease SDC and Otautau Bowling Club from 1 April 2014 View

# LEASE

(Land Transfer Act 1952 Section 115)

Barcode

Land Registration District			
SOUTHLAND			
Unique identifier(s) or CT(s)	All/Part	Area/description of part or stratum	
SLA1/44	4047m2	Sections 41 and 42 Block II Town of Otauta recreation purposes	u in Trust as a Reserve for
Lessor Surname must be und	<u>erlined</u>		
Southland District Council			
Lessee Surname must be under	<u>erlined</u>		
The Otautau Bowling Club In	corporated		
Estate or Interest* Insert "f	fee simple", leasehol	d in lease number" etc.	
Fee simple			
Lease Memorandum Numb	er		
Term			
25 years from and inclusive o	of 1 April 2014		
Rental			
\$100 plus GST per annum for	the first five years of	of the lease	
· · ·		of lease in Annexure Schedule(s).	
	uter register(s) for th	<b>Lessee accepts the lease</b> of the above Estate or In e Term and at the Rental and on the Terms of Le any).	

# **Otautau Community Board**

Dated this	day of	2016
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7.3 Attachment		
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Signature, [Common Seal] of Lessor   Witness name   MAYOR     Address   Address     Signed in my presence by the Lessee   Signed for and on behalf of the OTAUTAU BOWLING CLUB INCORPORATED was hereunto affixed as Lessee in the presence of:     Signed for and on behalf of the OTAUTAU BOWLING CLUB INCORPORATED   Secretary     Witness to complete in BLOCK letters (unless legibly printed)   President     Witness name   Witness name     Signature, [Common seal]   Occupation     of Lessee   Occupation		Signed in my presence by the Lessor THE COMMON SEAL of the SOUTHLAND DISTRICT COUNCIL was hereunto affixed in the presence of: Signature of Witness Witness to complete in BLOCK letters (unless legibly printed)			
Signature, [Common Seal] of Lessor   Address     Signed in my presence by the Lessee   Signed for and on behalf of the OTAUTAU BOWLING CLUB INCORPORATED was hereunto affixed as Lessee in the presence of:		Witness name MAYOR			
Address     Signed in my presence by the Lessee     Signed for and on behalf of the OTAUTAU BOWLING CLUB INCORPORATED was hereunto affixed as Lessee in the presence of:	Signature [Common Scal] of Lessor	Occupation CHIEF EXECUTIVE			
Signed for and on behalf of the OTAUTAU BOWLING CLUB INCORPORATED was hereunto affixed as Lessee in the presence of:	Signature, [Common Scar] of Dessor	Address			
Signature, [Common seal] Occupation		Signed for and on behalf of the OTAUTAU BOWLING CLUB INCORPORATED			
Signature, [Common seal] Occupation		Secretary			
Signature, [Common seal] Occupation		President			
Signature, [Common seal] Witness name   of Lessee Occupation		Committee Member			
Signature, [Common seal] Occupation		Witness to complete in BLOCK letters (unless legibly printed)			
of Lessee		Witness name			
		Occupation			
	of Lessee	Address			

**Certified correct** for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Lessee

\*The specified Consent Form must be used for the consent of any mortgagee of the estate or interest to be leased.

SOUTHLAND Land Registry Office

# MEMORANDUM OF LEASE

# **Otautau Community Board**

WHEREAS the land described in Schedule A hereto is vested in the Southland District Council as a Recreation Reserve.

AND WHEREAS the Lessor is desirous of authorising the use by the Lessee of the land and any buildings and improvements on the land for the playing of bowls and associated activities and of making provision for the control of the use of the land.

AND WHEREAS the Lessor is authorised by Section 54(1)(b) and (c) of the Reserves Act 1977 to lease the land

IT IS HEREBY COVENANTED AND DECLARED by and between the parties hereto as follows:

- 1.(a) THE Lessee shall use the buildings on the land solely for the purpose of clubrooms for the Lessee and rooms for meetings and social functions with or without catering subject however to such conditions as have been or may be imposed under the Resource Management Act 1991 and the Building Act 2004 and as storage area. If at any time the Lessor is of the opinion that the buildings are not being used or is not being sufficiently used for those purposes the Lessor after making such enquiries as the Lessor thinks fit and giving the Lessee an opportunity of explaining the usage of the buildings and if satisfied that they are not being used sufficiently used the purposes specified in this lease may terminate the lease on such terms as the Lessor approves.
- 1.(b) THE Lessee shall use the land for the purpose of a public bowling green and if at any time the Lessor is of the opinion that the land is not being used or is not being sufficiently used for that purpose the Lessor after making such enquiries as the Lessor thinks fit and giving the Lessee an opportunity of explaining the usage of the land and if satisfied that it is not being used or is not being sufficiently used for the purpose specified in this lease may terminate the lease on such terms as the Lessor approves.
- 2. THE Lessee will keep the land and all buildings and drains on the land in good and proper state of repair and condition and shall properly maintain and clean and paint the building and improvements (interior and exterior) to the satisfaction of the Lessor and will carry out all requisitions of the Lessor from time to time reasonably given in respect of the repair and maintenance of the buildings and the land.
- 3. THE Lessee will keep the land in a neat and tidy state and properly planted and sown to the reasonable satisfaction of the Lessor and shall maintain the greens and layout of the rinks so that the land is in a fit and proper condition to be used for the playing of bowls.
- 4. THE Lessee will insure the buildings and permanent improvements on the land to not less than full indemnity insurable value.
- 5. THE annual rental payable hereunder shall be reviewed every five years from the date of commencement of this lease. .
- 6. THE Lessee shall pay and discharge all existing and future rates, taxes, power and telephone charges, duties impositions and outgoings whatsoever imposed upon the land or on the buildings erected on it
- 7. THE Lessee shall pay all the costs of and incidental to the preparation, (and if required by the Lessee) the registration of this lease.
- 8. THE Lessee on paying the rent hereby reserved and observing and performing the covenants and stipulations herein contained shall peaceably hold and enjoy the land during the term of this lease.
- 9. THE Lessee will at all times comply with all regulations and bylaws of the Southland District Council under the provisions of the Reserves Act 1977 or any other statute empowering the Lessor to act in regard to the said land and also all requisitions or requirements under any other act or regulations
- 10. THE Lessor by its authorised agent or employees may inspect the land and any building or improvements thereon from time to time for the purpose of viewing their state of repair and condition
- 11. THE Lessee will not mortgage, charge, assign, sublet or part with the possession of the land without the Lessor's written consent.

# Otautau Community Board

12. THE Lessee will not make any alterations or additions to any building or improvements on the land without the prior written consent of the Lessor and then only in accordance with the plans and specifications submitted to and approved by the Lessor.

13. THE Lessee will not erect or display or permit to be erected or displayed any hoardings or advertising matter of any description on the land or buildings without the written consent of the Lessor.

14. THE Lessee shall not allow the use of the land or buildings for overnight accommodation.

15. ON termination of the lease for any reason all buildings and improvements thereon shall revert to the Lessor without compensation

16. THE Lessor shall not be liable to contribute towards the costs of the erection or maintenance of any fence or fences on the boundary of the land.

17. THE Lessor shall not be liable for any accident, injury or damage suffered by or caused to any property or person arising out of or by reason of the use of the land by the Lessee or during the course of construction or alteration of any building or improvements on the land by the Lessee and the Lessee shall indemnify and keep the Lessor indemnified from and against all actions, suits, claims, costs and demands howsoever arising out of the use of the land by the Lessee, its members, licensees, invitees, employees, or contractors.

18. THE Lessee shall allow the use of the playing facilities by non-members on the payment of reasonable fees, on any occasion when the playing facilities are open for play and the Lessee is not using of the playing facilities for club competition, tournaments and meetings.

19. If the rent hereby reserved is in arrear and unpaid for 21 days next after any of the days or times hereinbefore appointed for payment of the same (although no formal or legal demand shall have been made therefor) or in case of the breach or non-performance of any of the Lessee's covenants or conditions herein contained, the Lessor may re-enter upon the land or part thereof in the name of the whole and this lease shall be deemed to be terminated but without prejudice to any action or other remedy which the Lessor might otherwise have for arrears of rent or antecedent breach of covenant or condition.

- 20. ANY difference or dispute arising between the parties touching their respective rights or liabilities under this lease may be referred by either party to the determination of a single Arbitrator in case the parties agree upon one otherwise to two Arbitrators one to be appointed by each party and their umpire in manner provided by the Arbitration Act 1996
- 21. THE rental paid by the Lessee in each year, pursuant to the provisions of Section 78, 79 and 80 of the Reserves Act 1977 shall be paid by the Lessor into a special account called the "Otautau Bowling Club Rentals Account". The funds shall be used and made available by the Lessor solely on and for the land and improvements on it,
- 22. THE Lessor may at its sole discretion require the Lessee to furnish to the Lessor all Club books and records as the Lessor may reasonably require to independently determine the number of Club members.
- 23. THE Lessee shall furnish to the Lessor such receipts, quotes or other authorities or records as the Lessor may from time to time require to satisfy the Lessor that all funds paid out from the bank account termed the "Otautau Bowling Club Rentals Account" have been spent on approved expenditures.
- 24. THAT the Lessee shall have no right of acquiring or purchasing the fee simple of the said land.
- 25. THAT the Lessee shall not erect any building on the said land without the prior consent in writing to the Lessor.

26. If the Lessee shall during the term hereby granted pay the rent and observe and perform the covenants and conditions on the part of the Lessee herein contained and implied and shall have given notice to the Lessor at least three months before the expiration of the term of its wish to take a renewed lease of the land and if the Lessor is satisfied that there is sufficient need for the facility specified in the lease and that in the public interest some other facility should not have priority the Lessor will at the cost of the Lessee grant to the Lessee a renewed lease of the land for a further term of the same duration as this present lease at a rental to be agreed on between the parties and failing such agreement to be determined by arbitration in the manner hereinbefore provided. The renewed rental shall be no less than the present rental. The new lease shall contain the same covenants, conditions and agreements as are herein contained including this present provision for renewal to the effect that this right of renewal of lease shall be deemed to be a perpetual right of renewal.

Dated this day of 2016.



# **Bylaw Review Process**

Record No:R/16/4/5205Author:Tamara Dytor, Policy AnalystApproved by:Rex Capil, Group Manager Community and Futures

Decision	Recommendation	$\boxtimes$ Information
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# **Executive Summary**

1 In 2016, the Cemetery Bylaw 2006, the Keeping of Animals, Poultry and Bees Bylaw 2010 and the Control of Advertising Signs Bylaw 2008 will be reviewed. This report outlines the approach that will be taken to consultation and review.

# Background

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- 2 Council will be reviewing three bylaws in 2016. The drivers for each review are outlined below:
  - The Cemetery Bylaw 2006 requires review in 2016 to remain current.
  - A review of the Keeping of Animals, Poultry and Bees Bylaw 2010 is recommended to address local issues. This bylaw was reviewed in 2010 however, since this time additional issues have arisen. The keeping of animals in urban areas has become an area of contention in some communities.
  - A review of the Control of Advertising Signs Bylaw 2008 is recommended to align with the District Plan. This will provide clarity for the public and address issues across the District relating to signage. The proposed bylaw review would address the placement of signs in the road reserve, for example sandwich boards on footpaths. Changes to the bylaw are intended to increase the ease of doing business with Council and provide clarity and consistency.

# Timeline

3 The timeline below outlines key milestones in the process of review and details the approach to public engagement.

Date	Task
Mid-May 2016	Pre-consultation engagement sessions. Sessions are also for other Long Term Plan issues.
8 June 2016	Council meeting (Endorse draft bylaws for public consultation)
8 June 2016	Notification given to Area Offices, and customer services. Committee Advisors to liaise with CB and CDA chairs to remind them of the submission period.
9 June 2016	Draft bylaws advertised.
9 Jun – 30 Jun 2016	Submission period.
20 July 2016	Council meeting (Submission Hearings)

2 Aug 2016	Amendments made to draft bylaws.
17 Aug 2016	Council meeting (Deliberations)
7 Sep 2016	Council meeting (Adoption of bylaws)
8 Sep 2016	Advertising of adopted bylaws.
Sep – Oct 2016	Present report to CDAs on new bylaws.
Nov – Dec 2016	Present report to CBs on new bylaws.

# **Consultation and engagement**

- 4 Community views will be considered during formal consultation and during pre-consultation engagement. The timeline above details when this will occur.
- 5 Community Boards and Community Development Area Subcommittees are asked to make submissions during the consultation period and individual members can engage during preconsultation sessions in May.

# Recommendation

That the Otautau Community Board:

a) Receives the report titled "Bylaw Review Process" dated 12 April 2016.

# Attachments

There are no attachments for this report.



# **Community Partnership Leader - Overview of role**

Record No:R/16/4/5090Author:Kelly Tagg, Community Partnership LeaderApproved by:Rex Capil, Group Manager Community and Futures

□ Decision □ Recommendation ⊠ Information	
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1 Rex Capil (Group Manager, Community and Futures) and Kelly Tagg (Community Partnership Leader, Northern and Western Southland) will be in attendance in order to provide an update to the CDA on the newly established Community Partnership Leader positions and the role they will have in the community going forward.

# Recommendation

That the Otautau Community Board:

a) Receives the report titled "Community Partnership Leader - Overview of role" dated 7 April 2016.

# Attachments

A Community Partnership Leader - Overview of role View

Item 7.5 Attachment A



# **Community Partnership Leader**

Overview of role

Community Board and CDA Chairs Meeting – April 2016





# Introduction

- Important strategic roles to assist Council in delivering the three priority goals – but especially
  - Growing our communities
    - Working with other agencies to support the region in a coordinated and integrated way. Southland leads the way in local government and having a coordinated approach to investment
  - Empowering our communities
    - · We help our communities help themselves and we work in partnership with them
- About what Council needs to be doing looking forward and working with our communities and other stakeholders to ensure the best for our communities futures
- About Council being part of the solution not necessarily the solution





Organisation review saw the establishment of Community and Futures Group

Identified Council as playing a key role in community leadership

Focuses resource into an area of need to support communities

Offers strategic input into community futures and planning

Offers a key resource linking community to Council and Council to community







# Connector

# Influencer

Relationship manager

People leader

Aligns key stakeholders





- Access to staff to align and coordinate Council delivery of services
- Partner with multiple agencies and stakeholders to align community outcomes
- Access to Venture Southland community development staff to focus projects of priority
- Focus approach on 'the bigger picture' and broader communities and projects of interest
- Lead our Community Boards and CDAs into a broader scope of community involvement and align community initiatives to a district and regional approach





# Who and where?

- Three new roles established
- Simon Moran covers Fiordland South West Coast
- Kelly Tagg covers Western Northern Southland
- TBC covers Central Southern Southland





# What not to be?

- A duplicator or replicator of service delivery
- A doer of other peoples work
- Captured by
  - An individual in a community
  - Other staff
  - A geographic area or community of interest
  - A project of interest





# What does this mean for you?

- Greater resource operating with your communities
- Retention of Community Engineer to deliver the services and assets programme
- Continued Committee Advisor support
- Continued Venture Southland Community Development Planner support
- Community Partnership Leader working alongside the Board/CDA to align and develop opportunities for the community and Council





# **Project Examples**

- Ensure our community governors (yourselves) view the community and its future in the widest possible sense
- Milford Opportunities
- Community Leadership Clusters
- Government Ministry led initiatives education, health, police reviews
- Regional stakeholder agency led initiatives



Item 7.5 Attachment A



# QUESTIONS??

