

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

Date: Tuesday, 24 May 2016
Time: 6pm
Meeting Room: Waiau Hotel
Venue: 47 Main Road, Tuatapere

Tuatapere Community Board Agenda

OPEN

MEMBERSHIP

Chairperson	Justin Lewis
Deputy Chairperson	Ann Horrell
Members	Stephen Crack
	David Norman
	Jo Sanford
	Margaret Thomas
Councillor	George Harpur

IN ATTENDANCE

Committee Advisor	Alyson Hamilton
Community Engineer	Leighton Hare

Contact Telephone: 0800 732 732
Postal Address: PO Box 903, Invercargill 9840
Email: emailsdc@southlanddc.govt.nz
Website: www.southlanddc.govt.nz

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

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 Lewis, 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; Members are only required to provide updates for the portfolios listed in bold.

- | | |
|------------------|---|
| • Member Crack | Works, Parks & Reserves, Hall, |
| • Member Norman | Tuatapere Domain, Rural Activities, Waiau River Liaison |
| • Member Horrell | Promotion & Communication, Playground, Youth Activities, Hall |
| • Member Thomas | Borland Lodge, Hall, Youth Activities, Promotion & Communication, Parks & Reserves |
| • Member Sanford | Community Housing, Youth Activities |
| • Member Lewis | Works, Parks & Reserves, Amenities Trust |
| • Cr Harpur | Amenities Trust |

8.3 Councillor's Report

Councillor Harpur 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

At the close of the agenda no requests for leave of absence had been received.

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 www.southlanddc.govt.nz 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 Tuatapere Community Board, 12 April 2016

Tuatapere Community Board

OPEN MINUTES

Minutes of a meeting of Tuatapere Community Board held in the Waiau Town and Country Club, 41 King Street, Tuatapere on Tuesday, 12 April 2016 at 6pm.

PRESENT

Chairperson
Deputy Chairperson
Members

Justin Lewis
Ann Horrell
Stephen Crack
David Norman
Jo Sanford
Margaret Thomas
George Harpur

Councillor

IN ATTENDANCE

Community Partner Leader
Team Leader, Governance
Community Engineer
Committee Advisor
Community Development Planner

Simon Moran
Chris Dolan
Nick Lewis
Alyson Hamilton
Diana Zadravec

PUBLIC GALLERY

Briar Babington

Media

1 Apologies

There were no apologies received.

2 Leave of absence

There were no requests for leave of absence.

3 Conflict of Interest

There were no conflicts of interest declared.

4 Public Forum

There were no members of the public 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 Sanford, seconded Member Crack **and resolved:**

That the minutes of Tuatapere Community Board, held on 1 March 2016 be confirmed as a true and correct record.

Reports

7.1 Action Sheet

Record No: R/16/4/4799

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

The Board was informed as follows;

Community Housing

The meeting was advised the garden sheds have been delivered to Cr Harpur, and assembly of the sheds is to be undertaken with the assistance of Council's work force crew.

Resolution

Moved Member Horrell, seconded Member Thomas **and resolved:**

That the Tuatapere Community Board:

- a) **Receives the report titled "Action Sheet" dated 4 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.**

7.2 Works and Finance Report to Tuatapere Community Board for the period ended 29 February 2016

Record No: R/16/3/3684

The Works and Finance report for the period ended 30 September 2015, was tabled.

The Board was informed as follows;

- Routine maintenance works have continued to be carried out as required.
- Contact has been made with the appropriate person at DOC for a site meeting on Elder Drive, work is scheduled for May 2016.
- Signage for the entrance at Greenheart is being progressed.

Other issues raised by Members for staff to action included:

- Request for the septic tank situated at the Clifden Bridge to be emptied on a frequent basis. Staff were requested to monitor this issue on a frequent basis.

Mr Lewis commented a replacement toilet is scheduled for the 2016/2017 year.

Resolution

Moved Member Norman, seconded Member Crack **and resolved:**

That the Tuatapere Community Board:

- a) **Receives the report titled “Works and Finance Report to Tuatapere Community Board for the period ended 29 February 2016” dated 24 March 2016.**

7.3 Venture Southland report re distribution of the pool rate

Record No: R/16/3/4369

Report by Diana Zadravec, Community Development Planner, regarding the distribution of the pool rate, was tabled.

Ms Zadravec advised the reports previously tabled provided an indepth description of each of the Tuatapere, Blackmount and Hauko Valley School pools including their operational arrangements, services, use and estimated operating budgets.

Ms Zadravec suggested for funding distribution and accountability purposes a form could be sent out by Council staff to each of the pool committees ahead of the estimates meeting, to ensure that all pool committees report in a comparable manner.

The meeting was informed other communities collect rates for pools and distribute the rate collected in full each year.

Members noted the Community Board does not use an application process but do request the pool committees present a report and budget for the next year.

Following discussion the meeting agreed the preferred option being that prior to the Board's estimates meeting Venture staff forward notification to each of the pool committees advising application for funding is due and outline the eligibility criteria, time frames and other relevant information on the Pool fund.

Resolution

Moved Member Horrell, seconded Member Sanford **and resolved:**

That the Tuatapere Community Board:

- a) **Receives the report titled "Venture Southland report re distribution of the pool rate" dated 4 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) **Confirms the process to allocate the pool rate considering the needs and preferences of individual pools.**
- e) **Requests Venture Southland staff inform the Tuatapere, Blackmount and Hauroko Valley School pools on the agreed process moving forward, eligibility criteria, timeframes and other relevant information.**

7.4 Venture Southland report re demographic information for Waiau Area School catchment

Record No: R/16/3/4445

Report by Diana Zadravec, Community Development Planner, outlining demographic information for the Waiau Area School catchment, was tabled.

Following discussion the meeting agreed a letter of support be forwarded to the Board Of Trustees (BOT) acknowledging the challenges the BOT face in regards to a possible change of class of the Waiau Area School and supporting in whatever decision made the BOT decide.

Resolution

Moved Member Norman, seconded Member Sanford **and resolved:**

That the Tuatapere Community Board:

- a) **Receives the report titled "Venture Southland report re demographic information for Waiau Area School catchment" dated 4 April 2016.**

- b) **Requests staff forward a letter to the Board of Trustees acknowledging the challenges the BOT face in regards to a possible change of class of the Waiau Area School and supporting in whatever decision made the BOT decide.**

Updates

8.1 Chairman's Report

The Chair, Member Lewis, expressed appreciation to members at their attendance at the Waiau Area School public meeting held recently.

8.2 Areas of Responsibilities

Members provided updates on their respective portfolios as follows;

- Member Crack asked that the fruit trees adjacent the squash club be sprayed.
- Member Norman advised of new spouting at the Domain
- Member Horrell confirmed of regular articles to the Fiordland Advocate and Western Wanderer.
- Member Horrell requested a "Pedestrian Only" signage to be placed at the Ferry Road walkway.
- Member Thomas sought confirmation from staff that a letter has been forwarded to the Borland Lodge Adventure & Education Trust confirming her appointment as the Board's representative.
- Member Thomas informed of a query from property staff regarding a tenancy agreement with a local Real Estate Agent for the placement of signage at the RSA Hall and that the amount paid is the same as last year.

Members agreed the status quo remain and that property staff be advised accordingly.

8.3 Councillor's Report

Councillor Harpur reported on matters from the District Council table which included the following;

- Draft Annual Plan – 25 submissions received
- Tuatapere sewerage scheme update
- Expressed disappointment at recent graffiti over the mural at the public toilets. The Community Engineer confirmed clean-up is proving successful

At the conclusion of the meeting Simon Moran (Community Partnership Leader - CPL) introduced himself to the meeting and gave an overview of his role highlighting the areas with which he will be involved and clarifying how his role will lead Community Boards and CDA's into a broader scope of community involvement and align community initiatives to a district and regional approach.

The meeting concluded at 7.35pm.

CONFIRMED AS A TRUE AND CORRECT
RECORD AT A MEETING OF THE TUATAPERE
COMMUNITY BOARD HELD ON 12 APRIL
2016.

DATE:.....

CHAIRPERSON:.....

Tuatapere Community Board - InfoCouncil Action Sheet

Record No: R/16/5/7296
Author: Alyson Hamilton, Committee Advisor
Approved by: Alyson Hamilton, Committee Advisor

☐ Decision ☐ Recommendation ☒ Information

The Action sheet from the Board's previous meeting is circulated for Members' information.

Recommendation

That the Tuatapere Community Board:

- a) **Receives the report titled "Tuatapere Community Board - InfoCouncil Action Sheet" dated 17 May 2016.**

Attachments

- A Tuatapere Community Board - InfoCouncil Action Sheet [View](#)
- B Quote - Tuatapere Hall Window - Chris Klein [View](#)
- C Quote - Tuatapere Hall Internal Painting - Barry Bennett [View](#)
- D Quote - Tuatapere Hall Internal Painting - Tim West [View](#)

Tuatapere Community Board Action Sheet - Excluding Public Excluded

Open Action Items

Author	Due Date	Subject	Notes
Graeme Hall	24/05/2016	Tuatapere Hall door repaint	<ul style="list-style-type: none"> The Painting Contractor has repainted the effected doors twice however the problem seems to be reoccurring due to the oily service and the heat. <p>A permanent solution will be to re-engage the Contractor to burn off the doors and apply suitable primer and recoat.</p> <p>The Property Officer to contact the Contractor to ascertain costings for this work.</p>
Graeme Hall	24/05/2016	Tuatapere Hall Internal Painting	<p>Internal Painting quotes have been received from the following Contractors; Tim West (\$15,780.00 ex GST) and Barry Bennett (\$13,038.00 ex GST). Quotes are attached to this report.</p> <p>A building quote has been received from Chris Klein, (SDC carpenter) (\$845.00) also attached to this report.</p> <p>Property Management staff recommend the quote from Barry Bennett be accepted and the building quote from Chris Klein also be accepted.</p> <p>Note these quotes are for two separate projects.</p>
Graeme Hall	24/05/2016	Garden sheds at Community Housing Complex.	<p>Garden sheds have been purchased, erected and installed onsite. Appreciation to Cr Harpur for making the necessary arrangements.</p>
Diana Zadravec	24/05/2016	Venture Southland report re distribution of the pool rate	<p>Requests Venture Southland Staff inform the Tuatapere, Blackmount and Hauroko Valley School Pools on the agreed process moving forward, eligibly criteria, timeframes and other relevant information.</p>

Recently Closed Action Items

Author	Completion Date	Subject	Notes
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Tuatapere Hall Windows

Materials

Plywood 12mm 2.7 x 1.2m sheet H1	3 Sheets @ \$84.62
Architrave Custom board 60 x 10 Single Bevel 27m @ \$2.50 per Metre	
Screws 50mm CSK SQ. Jar 100	2 Jars \$15.00
Panel Pins 50mm Bright 500g Bag	1 Bag \$5.00

Extra`s

Scaffolding Hirage \$50 per day

Labour

1 Day \$450

Total \$845

Chris Klein
Works Schemes Team Leader - Property



TUATAPERE HANDYMAN SERVICE
C/- B. J. BENNETT
30 HALF MILE ROAD
TUATAPERE 9620
(03) 226 6730
7th APRIL 2016

SOUTHLAND DISTRICT COUNCIL
INVERCARGILL

INTERNAL PAINTING TUATAPERE RSA HALL - S2021/0061
ATTENTION - G. HALL

RE - FOYER AND MAIN HALL (EXCLUDING STAGE)

CEILINGS - APPLY ONE COAT OF OIL BASED STAIN BLOCKER TO ALL PREVIOUSLY PAINTED AREAS, THEN TOPCOAT x TWO WITH CEILING FLAT WHITE. LIGHTLY SAND VARNISHED VARNISHED BEAMS AND APPLY TWO TOPCOATS OF POLYURETHANE.

WALLS - REPAIR DAMAGED PLASTERWORK, SEAL AS REQUIRED.

APPLY TWO TOPCOATS TO ALL WALL AREAS.

WINDOW FRAMES IN MAIN HALL TO BE CHANGED FROM VARNISH TO PAINT TO MATCH WALLS.

PRODUCTS TO BE USED - ZINSSER OIL BASED COVERSTAIN
- COLOURPLUS DESIGNA TRADE CEILING PAINT
- COLOURPLUS ULTRACARE (WALLS)
- COLOURPLUS POLYURETHANE.

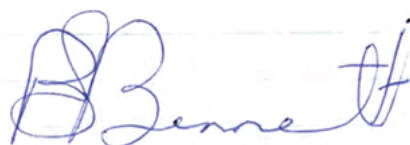
SCAFFOLD (MOBILE) INCLUDING FREIGHT ON HIRE UNIT	478-00
PREP / PAINTING INCLUDING SUPPLY OF PREMIUM QUALITY PAINT	8780-00
MISC - FLOOR PROTECTION MATERIAL x OTHER MASKING	280-00
TOTAL	9538-00 + G.

AS A SEPERATE PRICE TO "TIDY UP" VARNISHING
IN SAME AREAS.

TO LIGHTLY SAND AND APPLY TWO TOPCOATS OF POLYURETHANE.
TO DOORS, FRAMES AND PANNELLING

\$3,500.00 + GST.

B.I. BENNETT



tim west
qualified - painter & decorator
phone – 03 2349 188
mobile – 0274 413 113
t.d.westie@xtra.co.nz

7 April 2016

Graham Hall
Property Officer
Southland District Council
INVERCARGILL

*emailed
7/4/16*

Dear Graham

Thank you for asking me to prepare a quote for you.

- Interior painting of Tuatapere RSA Hall

To repaint hall ceiling, seal off and paint walls. Re-polyurethane timber work around hall, ceiling etc. Paint and polyurethane entrance way –

- my quote is for \$15,780 + GST = \$18,147.00

- hire of scaffold is \$3884 + GST = \$4466.60 (copy of scaffold quote attached)

* I have allowed to hire the scaffold for 6 weeks, if not needed for that long the price will be reduced to reflect length of hire.

* I have allowed to paint ceiling in alkyd flat, turps based paint for long lasting purposes.

* I have allowed to seal off walls before painting.

I will await your further instructions.

Yours sincerely



W Tim West

PS. Please note that this quote includes all materials, labour and travel.

All paints will be premium paint. I undertake to adhere to Health and Safety guidelines.

Tim West
Tuatapere

Date: 4 April 2016

Quote: 2193

Attention: Tim

Tuatapere RSA Hall

Dear Tim,

United Scaffolding thank you for the opportunity to prepare this quotation in response to your enquiry and are pleased to confirm the following based on the information supplied.

CHARGES / SCOPE OF WORK

To supply, erect & dismantle a mobile scaffold unit 3.5 high working deck to reach 5m ceiling by 2.5 long x 3.9 wide approx. (two mobiles joined), plus two extra decks between the mobile scaffolds.

Price includes labour to erect, dismantle, cartage & vehicle	\$1,574.00+GST
Rental per week for total unit	\$ 385.00+GST

LABOUR

The following items have been included in this quotation:

- All work to be performed during normal working hours Monday – Friday
- Please refer to our general notes for weekly OSH scaffold inspections

Additional labour required outside the quoted scope will be charged as variations.

GENERAL NOTES

- The quoted price will remain firm for thirty (30) days.
- Mandatory weekly OSH scaffold inspections are included in the price.
Our quotation is subject to our Terms & Conditions attached.
- When provided, please refer to United Scaffolding design drawings to clarify our quoted scope and inclusions
- If there are any variations or changes to the Scope of Works, then the prices set out in this Quotation will change in accordance with such variations and/or changes.
- If required, the Company can provide Engineers Certified Drawings at additional costs.
- If required, the Company can provide an onsite Engineers Inspection/Certification at additional costs.

Trading as a division of APL Kwikform Pty Ltd
INVERCARGILL: PHONE 03 2157918 FREEPHONE 0800 272 233
CHRISTCHURCH DUNEDIN QUEENSTOWN TIMARU
EMAIL invoffice@unitedscaffolding.co.nz



A quotation Acceptance is attached. When you are ready to proceed please complete, sign and return this Acceptance or your Purchase Order accepting our quotation.

We trust this quotation meets your requirements and should you require any further information please contact the undersigned in the contact details provided.

Yours faithfully,



Rex Sycamore
Branch Manager,
UNITED SCAFFOLDING
8 Bastian Street, Invercargill
Mobile: 027 433 8517
Phone: 03 215 7918
Fax: 03 215 6220
Email rex@unitedscaffolding.co.nz

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Works and Finance Report to Tuatapere Community Board for the period ended 30 April 2016

Record No: R/16/5/6452
Author: Leighton Hare, Community Engineer
Approved by: Anne Robson, Chief Financial Officer

☐ Decision ☐ Recommendation ☒ Information

Community Engineer's Report

- 1 Routine maintenance works have continued to be carried out as required.
- 2 The engineer is in regular contact with SouthRoads with regard to the footpath repairs. These were initially scheduled to have been completed end of April. Completion date has now been shifted to end of May, early June.

Community Engineer's Financial Comments

Code	Cost Centre	Comment
28000	Admin	CB member salary. Not managed by Engineer.
28002	Operating	YTD underspent mainly due to millage claims budgeted \$1,300 claimed \$416, catering budgeted \$3,000 claimed \$1,500, unplanned projects budgeted \$2,800, claimed \$2,000.
28007	Streetworks	Underspent due to routine contractor costs eg litter bins below YTD. Unforeseen street works budget \$5,000 claimed \$0.
28028	Beautification	Slightly over YTD but not of concern.
28032	Parks & Reserves	YTD significantly under budget - over estimated expenditure based on previous years actuals.
28040	Waiau River Collection	Dollar variance small. Percentage large and misleading - increase from budget of \$289 to actual \$349 - one-off for the year.
28048	Tuatapere Pool rate	\$16,000 paid out - one-off large amount i.e. 2 x years grants
28050	Hall	Property Department. Budget set for 2015/2016 year however works/project brought forward to 2015/2016 year.
28013	Stormwater	Close enough YTD. Programmed works King Street will bring this in to line with the annual budget.
28007	Street Works Capital Project	SouthRoads will be completing the outstanding footpath replacement works. Work will be completed under budget.
Comment: Indications are that overall expenditure will be less than budgeted resulting in a surplus to be transferred to reserves.		

Item 7.2

Water and Waste Engineer's Report

- 3 The monthly operations reports from Downer are provided to the Committee Advisor as they are published. They include data on Downer's district-wide operations activities which is presented on a town-by-town basis.
- 4 For the year to date, there has been no unplanned expenditure exceeding the \$5,000 threshold.

Financial Considerations

Development and Financial Contributions

- 5 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.

Roading Contributions	\$12,600
Sewerage Contributions	\$10,547
Water Contributions	\$5,578
Te Waewae Bay Contributions	\$32,854

Recommendation

That the Tuatapere Community Board:

- a) **Receives the report titled "Works and Finance Report to Tuatapere Community Board for the period ended 30 April 2016" dated 16 May 2016.**

Attachments

- A Tuatapere Project List and Financial Reports, 30 April 2016 [View](#)

Project List

The table below shows all of the projects that are currently planned for Tuatapere in 2015/2016. Items in ***Bold and Italics*** are carried over from previous financial years.

Activity	Project Name	Type	Year	Budget	Status	Officer's Comment
Community Centres	Interior repaint	MAINT PLAN	2015/2016	\$20,000	Complete	Feb 2016
<i>Roading and Transport</i>	<i>Footpath upgrade</i>	<i>REN</i>	<i>2013/2014</i>	<i>\$50,000</i>	<i>Construction</i>	<i>Will be completed by end of year</i>
<i>Roading and Transport</i>	<i>Concrete kerbs</i>	<i>LOS</i>	<i>2013/2014</i>	<i>\$10,000</i>	<i>Construction</i>	<i>Will be completed by end of year</i>
Water Supply	Water meter on Scout Den bore	LOS	2015/2016	\$7,000	Complete	
Water Supply	Chlorine metering	REN	2015/2016	\$14,187	Complete	
Water Supply	Telemetry	REN	2015/2016	\$7,302	Complete	

Tuatapere Community Financial Report

83.33% Of Year

For the Period Ended April 2016

Income	<u>Annual Budget</u>	<u>Actual Income to</u> <u>Date</u>	<u>Income to</u> <u>Date %</u>	<u>Full Year</u> <u>Projection</u>
28000 Administration - Tuatapere	18,486	10,126	55%	18,468
28002 Operating Costs - Tuatapere	8,699	7,236	83%	8,686
28007 Street Works - Tuatapere	21,500	17,884	83%	21,467
28028 Beautification - Tuatapere	20,837	17,348	83%	20,821
28032 Tuatapere Parks & Reserves	12,995	10,810	83%	12,975
28040 Waiau River Collection	289	240	83%	289
28048 Tuatapere Ward Pool Rate	10,349	8,529	82%	10,336
28050 Hall - Tuatapere	14,444	11,066	77%	14,519
Subtotal Local Business Units	107,599	83,239	77%	107,561
28013 Stormwater Drainage Tuatapere	8,738	7,359	84%	8,815
28060 Water Supply - Tuatapere	28,489	33,790	119%	38,538
Subtotal Water & Waste Business Units	37,227	41,149	111%	47,353
Total	144,826	124,388	86%	154,914

Tuatapere Community Financial Report

83.33% Of Year

For the Period Ended April 2016

Expenditure	<u>Annual Budget</u>	<u>Actual Spent to Date</u>	<u>Spent to Date %</u>	<u>Full Year Projection</u>
28000 Administration - Tuatapere	12,173	11,025	91%	13,054
28002 Operating Costs - Tuatapere	8,699	5,357	62%	6,549
28007 Street Works - Tuatapere	11,500	2,558	22%	4,475
28028 Beautification - Tuatapere	20,837	19,819	95%	23,292
28032 Tuatapere Parks & Reserves	12,995	5,012	39%	7,040
28040 Waiau River Collection	289	349	121%	397
28048 Tuatapere Ward Pool Rate	10,250	16,000	156%	17,708
28050 Hall - Tuatapere	59,189	7,492	13%	16,666
Subtotal Local Business Units	135,932	67,612	50%	89,180
28013 Stormwater Drainage Tuatapere	8,738	6,117	70%	7,543
Subtotal Water & Waste Business Units	8,738	6,117	70%	7,543
Total	144,670	73,729	51%	96,724
Capital Expenditure	<u>Annual Budget</u>	<u>Actual Spent to Date</u>	<u>Spent to Date %</u>	<u>Full Year Projection</u>
28007 Street Works - Tuatapere	39,814	21,550	54%	28,186
Subtotal Local Business Units	39,814	21,550	54%	28,186
28060 Water Supply - Tuatapere	28,489	33,790	119%	38,538
Subtotal Water & Waste Business Units	28,489	33,790	119%	38,538
Total	68,303	55,340	81%	66,724

Tuatapere Community Financial Report

83.33% Of Year

For the Period Ended April 2016

Funding Adjustments (Contributions, Loans, Provisions, Reserves, Forestry Dividend)	<u>Annual Budget</u>	<u>Actual</u> <u>Adjustments to</u> <u>Date</u>	<u>Adjustments</u> <u>to Date %</u>	<u>Full Year</u> <u>Projection</u>
28000 Administration - Tuatapere	(6,313)	0	0%	(1,052)
28007 StreetWorks - Tuatapere	29,814	0	0%	4,969
28048 Tuatapere Ward Pool Rate	(99)	0	0%	(17)
28050 Hall - Tuatapere	44,745	0	0%	7,458
Subtotal Local Business Units	68,147	0	0%	11,358
Subtotal Water & Waste Business Units	0	0	0%	0
Total	68,147	0	0%	11,358

Reserve Balances - Annual Plan

Tuatapere

	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													
<i>Reserve</i>													
Tuatapere Community Centre - R	26,008	(18,737)	7,263	7,607	7,965	8,338	8,727	9,132	9,554	9,994	10,452	10,929	10,929
Total Community Centre Reserve	26,008	(18,737)	7,263	7,607	7,965	8,338	8,727	9,132	9,554	9,994	10,452	10,929	10,929
Total Community Centre Balance	26,008	(18,737)	7,263	7,607	7,965	8,338	8,727	9,132	9,554	9,994	10,452	10,929	10,929
Local													
<i>Reserve</i>													
Tuatapere General - RES	199,561	215,765	175,951	192,834	210,425	228,753	236,502	226,847	245,863	265,676	286,319	234,675	244,675
Tuatapere Pool - RES	12,941	13,040	5,040	5,143	5,251	5,363	5,480	5,602	5,729	5,861	5,999	6,143	6,143
Tuatapere Property - RES	2,644	2,753	2,753	2,866	2,984	3,107	3,235	3,369	3,508	3,653	3,804	3,961	3,961
Waiau River Collection - RES	1,125	1,125	1,125	1,125	1,125	1,125	1,125	1,125	1,125	1,125	1,125	1,125	1,125
Total Local Reserve	216,271	232,683	184,869	201,968	219,785	238,348	246,342	236,943	256,225	276,315	297,247	245,904	255,904
Total Local Balance	216,271	232,683	184,869	201,968	219,785	238,348	246,342	236,943	256,225	276,315	297,247	245,904	255,904
Water													
<i>Reserve</i>													
Tua Water Meridian Contr - Res	6,311	6,311	6,311	6,311	6,311	6,311	6,311	6,311	6,311	6,311	6,311	6,311	6,311
Total Water Reserve	6,311	6,311	6,311	6,311	6,311	6,311	6,311	6,311	6,311	6,311	6,311	6,311	6,311
Total Water Balance	6,311	6,311	6,311	6,311	6,311	6,311	6,311	6,311	6,311	6,311	6,311	6,311	6,311
Total Tuatapere Reserve Balance	248,590	220,257	198,443	215,886	234,061	252,997	261,380	252,386	272,090	292,620	314,010	263,144	273,144

Tuatapere Golf Club Lease

Record No: R/16/5/6263
Author: Virginia Dillon, Property Officer
Approved by: Steve Ruru, Chief Executive

☒ Decision ☐ Recommendation ☐ Information

Purpose

- 1 The purpose of the report is to approve the issue of a lease to the Tuatapere Golf Club Incorporated over Council recreation reserve located at 4 Clifden Domain Road, Clifden.

Executive Summary

- 2 The lease to the Tuatapere Golf Club Incorporated over recreation reserve at 4 Clifden Domain Road, Clifden expired on 28 November 2015.
- 3 The reasons for the delay in entering into a new lease was due to the fact that the original draft lease forwarded to the Clifden Recreation Reserve Committee for comment had some unnecessary clauses. A new draft was required to be submitted to the Committee before being sent to the Golf Club.

Recommendation

That the Tuatapere Community Board:

- a) Receives the report titled “Tuatapere Golf Club Lease” dated 18 May 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) Resolves that a lease of Council recreation reserve at 4 Clifden Domain Road, Clifden, being Sections 5, 5A, 5R, 14 and 20, Block I, Alton Survey District be issued to the Tuatapere Golf Club Incorporated for a term of 10 years commencing 29 November 2015.
 - ii) Resolves that the draft lease to the Tuatapere Golf Club Incorporated as attached to the report is approved.
 - iii) Resolves that the annual rental payable by the Tuatapere Golf Club Incorporated be set at \$250 inclusive GST for the five year term commencing 29 November 2015.

Content

Background

- 4 The Tuatapere Golf Club Incorporated has held a lease over Council recreation reserve at 4 Clifden Domain Road since 1962.
- 5 The land is described as Sections 5, 5A, 5R, 14 and 20, Block I, Alton Survey District and contains 40.1651 hectares.
- 6 The land is the site of the Tuatapere Golf Course.
- 7 The lease expired on 28 November 2015. The issue of the new lease was held up as the original draft lease submitted to the Clifden Recreation Reserve Committee for comment contained some unnecessary clauses. The lease was redrafted and was sent back to the Committee for approval.
- 8 The Golf Club has indicated that it wishes to enter into a new lease and accepted the draft lease as attached.
- 9 The Clifden Recreation Reserve Committee has recommended that the lease be approved and issued to the Club and further recommends that the annual rental at \$250 GST inclusive.

Issues

- 10 No issues are identified.
- 11 The Club has complied with all aspects of the lease and is, therefore, eligible to be issued with a new agreement.

Factors to Consider

Legal and Statutory Requirements

- 12 Clauses to note in the lease are:

Term Ten years from 29 November 2015

Rental \$250 including GST per annum for the five year term commencing 29 November 2015 - reviewable five yearly.

- (4) The land is to be used solely for the purpose of a public golf course.
- (5) THAT the Lessee is responsible for maintenance (at its own expense) of the land and buildings as a public golf course or ground for playing the game of golf - the Lessee may graze sheep on any portion of the said land for the purpose of eating down the grass.
- (6) The Lessee may close all or part of the golf course for the purpose of planting cultivating or improving the same.
- (7)(a) The Lessee shall at its own cost provide all necessary workmen and caretakers to maintain supervise and control the said golf course.
- (8)(a) The Lessee shall maintain the said golf course as a "public" course.

- (10)(d) The Lessee will at its own cost maintain the golf course.
- (13) No buildings to be placed on the land without the previous consent of the Lessor.
- (15) Lessor not liable to contribute towards the cost of the erection or maintenance of any fence or fences on the boundary of the said land.
- (17) Lessee responsible for maintenance of buildings and improvements.
- (20) Lessee to keep the said land free from gorse broom and all noxious plants and keep clear of rabbits and other vermin.
- (21) Lessee responsible to trim live hedges and fences.
- (23) No right to acquire freehold implied.
- 25) Overnight accommodation not permitted.
- (27) Lessee to insure the buildings and permanent improvements on the said land to their full insurable value.
- (32)(a) The commercially grown trees on the said land which have been planted and maintained by the Lessee shall remain at all times the property of the Lessee.
- (32)(b) The ornamental trees planted on the land remain with and be part of the Clifden Recreation Reserve upon any demise of the Lessee.

Community Views

- 13 The views of the Board are deemed to represent those of the community.
- 14 As mentioned above the Clifden Recreation Reserve Committee has recommended that the lease be issued.

Costs and Funding

- 15 The costs of review of the draft lease have been met by current budgets.

Policy Implications

- 16 The District-wide Reserves Management Plan stipulates that the land is to continue to be maintained as an area of open-space for casual recreation and organised sport.

Analysis

Options Considered

The options are:

- 1. Issue a lease.
- 2. Decline to issue a lease.

Analysis of Options

Option 1 - Issue a lease

<i>Advantages</i>	<i>Disadvantages</i>
<ul style="list-style-type: none">• Use and maintenance of land which reduces the costs to the Clifden Recreation Reserve Committee and the Board.	<ul style="list-style-type: none">• None identified.

Option 2 - Decline to issue a new lease

<i>Advantages</i>	<i>Disadvantages</i>
<ul style="list-style-type: none">• No advantages identified in declining to issue a new lease.	<ul style="list-style-type: none">• The Clifden Recreation Reserve Committee would be liable for costs of maintaining the improvements and land should another occupier not be found.• The Golf Club would not have any rights to occupy the land.

Assessment of Significance

- 17 Not considered a significant activity.

Recommended Option

- 18 The officer recommends Option 1.

Next Steps

- 19 The lease will be sent to the Club for signing.

Attachments

- A DRAFT Agreement for Lease - Part Clifden Recreation Reserve [View](#)

AGREEMENT FOR LEASE
PART CLIFDEN RECREATION RESERVE

AN AGREEMENT made this day of 2016

BETWEEN the SOUTHLAND DISTRICT COUNCIL a body corporate under the provisions of the Local Government Act 2002 (hereinafter called the Lessor) being the Administering Body of the said land of the one part and the TUATAPERE GOLF CLUB INCORPORATED (hereinafter called the "Lessee") of the other part.

Whereas the Lessor is duly authorised by the provisions of Section 54(1)(a), (b) and (c) of the Reserves Act 1977 to lease to the Lessee for the purpose of a public golf course all that land containing 40.1651 hectares more or less being part of Sections 5, 5A, 5R, 14 and 20, Block I, Lillburn Survey District (hereinafter called the said land) AS the same is more particularly delineated on the plan hereto and bordered with bold red lines.

WHEREBY it is agreed that the Lessor will lease to the Lessee and the Lessee shall take on the lease of the said land for a term of ten (10) years commencing from the **29th day of November 2015** at an annual rental of \$250.00 inclusive of GST per annum to be payable by equal quarterly payments in advance on the 1st day of December, March, June and September each and every year, the first such payment to be made on the 1st day of December 2015.

SUBJECT to the following covenants, conditions, restrictions that is to say:

- (1) THAT the Lessee shall duly and punctually pay the rent hereby reserved at the times and in the manner hereinbefore provided to the Lessor at such place that the Lessor may from time to time in writing direct free from any deduction whatsoever.
- (2) THAT the Lessee shall duly and punctually pay and discharge all rates taxes power telephone water rates charges duties impositions and outgoings whatsoever imposed upon the said premises and every part or parts thereof during the said term.
- (3)
 - (a) THAT the rent hereinbefore specified shall be reviewed every five years by the Lessor throughout the term of this lease the new rental shall be mutually agreed between the Lessor and Lessee if they can so agree and if they cannot agree on the new rental then the new rental is to be fixed by arbitration in accordance with the provisions of this Agreement to Lease.
 - (b) THAT the Lessee shall pay unto the Lessor the rent hereinbefore reserved at the time and in the manner prescribed in the said Lease free of exchange and all other deductions
- (4) THAT the Lessee shall use the said land solely for the purpose of a public golf course and if at any time the Lessor is of the opinion that the said 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 said land, and if satisfied that the said land is not being used or is not being sufficiently used for the purpose specified in this Agreement for Lease, may terminate this Agreement to Lease.

- (5) THAT the Lessee shall at all times at its own expense maintain the land and buildings as a public golf course or ground for playing the game of golf and for no other purpose save and except as follows, that the Lessee may graze sheep on any portion of the said land for the purpose of eating down the grass thereon but so that such grazing shall not prevent or interfere with the use of the golf course for the playing of golf thereon at all proper times and seasons.
- (6) THAT the Lessee may close all or part of the golf course during such period as may be necessary for the purpose of planting cultivating or improving the same.
- (7)
 - (a) THAT the Lessee shall at its own cost provide all necessary workmen and caretakers to maintain supervise and control the said golf course.
 - (b) THAT the caretaker may refuse to admit to the said golf course or remove from the same any person:
 - (i) Who by reason or intoxication or other reason is not in a fit and proper condition to use the said golf course;
 - (ii) Who behaves in an indecent or disorderly manner or who annoys or is offensive to any other person using the said golf course;
 - (iii) Who acts contrary to any of the rules for the conduct of persons using the said golf course, provided however that any omission or failure to observe any such rule if made in good faith and if any such person so offending complies with such rule upon his attention being drawn to it shall not be deemed to be a reason for his removal or expulsion;
 - (iv) Who fails or refuses to comply with any lawful request of the caretaker given for the purpose of enforcing the rules or of preserving the proper management and preservation of the said golf course and the comfort and convenience of the persons using same;
 - (v) Who wilfully damages or destroys any of the said property of the said Lessor or Lessee.
 - (c) THAT throughout this lease the term "caretaker" shall be deemed to mean and include any person for the time being appointed by the Lessee to supervise and control the use of the said golf course by persons playing thereon or using the same.
- (8)
 - (a) THAT subject to the provisions and exceptions herein contained the Lessee shall maintain the said golf course as a "public" course and all persons shall have the right to use the said golf course for the purpose of playing golf thereon according to the rules of the game at all times the said golf course is open for such purpose but subject to the payment of the fee hereinafter mentioned.
 - (b) THAT the Lessee shall not restrict the days on which the said golf course shall be open for the playing of the game of golf, save and except that the Lessee shall be entitled to the exclusive use and possession of the said golf course on not more than 40 days in any one year for the purpose of holding golf tournaments but in any such case for not more than 6 days consecutively at any time.

- (9) THAT any person of good repute may join the Lessee upon paying the necessary fee and complying with the usual rules of the Lessee.
- (10) THAT notwithstanding anything to the contrary provided by the rules of the Club in the case of any person applying for membership of the Lessee and such application being refused the Club shall if so requested by the Lessor call a special meeting of the members of the Lessee and upon same being called a vote shall be taken among the members then present as to the election of such persons as a member of the said Lessee and if a majority of two thirds of the voters shall be in favour of such person's admission, then such person shall thenceforward be entitled to all the privileges and subject to all the duties incidental to membership of the Lessee.
- (11)
 - (a) THAT any person not being a member or authorised by the Lessee to use the golf course without fee shall on payment of the prescribed fee be entitled to play a game or games of golf upon the said golf course at such time and in such order of play as the rules of the Lessee allow and all persons who are duly qualified shall have equal opportunities for playing on the golf course and provided that no preference or privilege shall in any manner whatsoever be given or exercised by any person or persons in respect of such time or order of play by reason only that such person or persons is or are a member of the Lessee or any other Club or Association.
 - (b) THAT before being entitled to play on the golf course each person not being a member of the Lessee or authorised by the Lessee to play without fee shall pay such fees as are prescribed by the Lessee for visiting players and all fees so paid shall be the property of the Lessee provided however that the fee herein specified may from time to time be increased with the prior consent of the Lessor.
 - (c) THAT all fees collected by the Lessee shall be retained by the Lessee.
 - (d) THAT the Lessee will at its own cost from the commencement of this Agreement for Lease maintain upon the said golf course proper and convenient toilet facilities for ladies and gentlemen and all persons using the said golf course shall be entitled to use the said toilet facilities without payment of any fee.
 - (e) THAT the Lessee may make such rules for the management and control of the said golf course and the conduct of persons using the same as may be proper and necessary provided that all rules so made shall be consistent with these presents. The Lessee shall cause all such rules when so approved and adopted to be printed and posted up in some conspicuous place on the golf course for the information and guidance of all persons using the golf course.
- (12) THAT it shall be lawful for any member of the public to enter and remain for a reasonable time on the said land at all times when the said golf course shall be open for play without payment of any fee unless playing the game of golf except on those days when entry to the course is restricted pursuant to Clause 8(b) hereof and any such person so entering or remaining on the said property shall not be deemed to be a trespasser while that person conducts and behaves himself or herself in an orderly and seemly manner and refrains from hindering or obstructing play upon the said golf course PROVIDED HOWEVER that the right of public access herein contained shall not be deemed to authorise any member of the public to enter any clubhouse used or owned by the Lessee on the said land without the express consent of the Lessee.

- (13) THAT the Lessee shall not erect or place any buildings on the said land without the prior written consent of the Lessor first being obtained and advising the Lessor of the same.
- (14) THE Lessee shall not erect or display or permit to be erected or displayed any hoardings or advertising matter of any description on any part of the said land without the permission of the Lessor.
- (15) THE Lessor shall not be liable to contribute towards the cost of the erection or maintenance of any fence or fences on the boundary of the said land.
- (16) THE Lessee will at all times comply with all Regulations or Bylaws of the Southland District Council under the provisions of the Reserves Act 1977 or any other statute empowering the Council to act in regard to the said land and also all requisitions or requirements under any other general Act of Parliament or Regulations thereunder.
- 17) THAT the Lessee will at all times during the term keep all buildings, fences, gates, enclosures and other structures and improvements now or made or which may hereinafter be erected or made on the land or on the boundaries thereof in good repair order and condition and yield up the same at the expiration or sooner determination of the said term.
- (18) THAT the Lessee will not mortgage, charge, assign, sublet, or part with the possession of the said land or part thereof to any person, firm, society, association or corporation whatsoever without the prior written consent of the Lessor.
- (19) THAT the Lessee on paying the rent hereby reserved and observing and performing the covenants and stipulations herein contained shall peaceably hold and enjoy the said land during the term of this lease.
- (20) THAT the Lessee shall to the satisfaction of the Lessor keep the said land free from gorse broom and all noxious plants and keep clear rabbits and other vermin.
- (21) THAT the Lessee will throughout the term of the lease to the satisfaction of the Lessor cut and trim all live fences and hedges upon the said land and keep clean and clear from weeds and keep open all cracks drains ditches and watercourses upon the said land including any drains ditches and watercourse which may be constructed after the commencement of the term of this lease provided that if there is any breach of this covenant the Lessor may do any work necessary to remedy the breach and charge the Lessee the reasonable cost of the work.
- (22) THAT the Lessee shall permit any person or persons appointed by the Lessor to inspect the land and all buildings erections and installations and the Lessee will immediately comply with all directions from the Lessor in regard to any matter whatsoever.
- (23) THAT nothing contained or implied in this lease shall be deemed to confer in the Lessee the right to acquire the fee simple of the said land.
- (24) THAT the Lessee will not use or remove any mineral of whatsoever nature or description on or under the said land or otherwise injure the surface except where necessary for permitted buildings and tree planting without the consent in writing of the Lessor.

- (25) THE Lessee shall not allow the use of the said land or any buildings on the land for overnight accommodation.
- (26) THAT 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 said land by the Lessee or during the course of construction or alteration of any building or improvements on the said 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 said land by the Lessee, its members, licensees, invitees, servants, workmen or otherwise.
- (27) THAT the Lessee will insure the buildings and permanent improvements on the said land to their full insurable value.
- (28) THAT this Lease is upon the express condition that if the rent hereby reserved or any part thereof shall be in arrears and unpaid for the space of 30 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 therefore) or in case of the breach or non-performance of any of the Lessee's covenants or conditions herein contained, expressed or implied then and in any such case and immediately thereon or at any time thereafter it shall be lawful for the Lessor to re-enter the said land hereby demised or part thereof in the name of the whole and the same to have again repossess and enjoy as if this Agreement for Lease had not been executed anything herein contained to the contrary notwithstanding but without prejudice to any action or other remedy which the Lessor might otherwise have for arrears of rent or antecedent or breach of covenant or condition.
- (29) THAT if on the termination of this lease under the preceding termination clause or by effluxion of time, surrender breach of conditions or otherwise the land together with all improvements thereon shall revert to the Lessor without compensation payable to the Lessee or otherwise PROVIDED that the Lessor may require the Lessee to remove the whole or some of his improvements from the said land as the circumstances may require at the time.
- (30) THAT 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 or their umpire in the manner provided by the Arbitration Act 1996 or any statutory modification or re-enactment thereof.

- (31) THAT if the Lessee shall during the express term hereby granted pay the rent hereby reserved and observe and perform the covenants and conditions on the part of the Lessee herein contained and implied up to the expiration of the said term and shall have given notice to the Lessor at least three months before the expiration of the said term of the desire of the Lessee to take a renewed lease of the said land and if the Lessor is satisfied that there is sufficient need for the recreational activity specified in the Agreement for Lease and that in the public interest some other sport game or recreational activity should not have priority then the Lessor will at the cost of the Lessee in all things grant to the Lessee a renewed Lease for a further term of nine (9) years and 363 days at a rental to be agreed on between the parties and failing such agreement to be determined by arbitration in the manner hereinbefore provided such renewed rental to be in any event no less than the present rental such Lease to contain the same covenants, conditions and agreements as are herein contained.
- (32) THE Lessor agrees:
- (a) the commercially grown trees on the said land which have been planted and maintained by the Lessee shall remain at all times the property of the Lessee and any funds arising from the sale thereof shall be retained by the Lessee for its own use PROVIDED THAT the Lessee shall agree to arrange for the removal of the said trees prior to the expiry of any Agreement to Lease or upon any demise of the Lessee or shall before any demise of the Lessee make appropriate arrangements with the Lessor for the ongoing maintenance of the trees following any demise of the Lessee and to determine who is to receive the proceeds of the sale of the trees after the Lessee no longer exists.
 - (b) the ornamental trees planted on the said land shall remain with and be part of the Clifden Recreation Reserve upon any demise of the Lessee.

IN WITNESS WHEREOF these presents have been executed by the parties hereto the day and year first above written.

THE COMMON SEAL of the)
SOUTHLAND DISTRICT COUNCIL)
as Lessor was hereunto affixed)
in the presence of:)

_____ MAYOR

_____ CHIEF EXECUTIVE

SIGNED for and on behalf of the)
TUATAPERE GOLF CLUB)
INCORPORATED as Lessee by:)

_____ CHAIRMAN

_____ SECRETARY

Item 7.3 Attachment A



Bylaw Review Process

Record No: R/16/4/5233
Author: Tamara Dytor, Policy Analyst
Approved by: Rex Capil, Group Manager Community and Futures

☐ Decision ☐ Recommendation ☒ Information

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

- 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 pre-consultation sessions in May.

Recommendation

That the Tuatapere Community Board:

- a) **Receives the report titled “Bylaw Review Process” dated 12 April 2016.**

Attachments

There are no attachments for this report.

Draft Unmanned Aerial Vehicles Policy

Record No: R/16/4/5664
Author: Tamara Dytor, Policy Analyst
Approved by: Rex Capil, Group Manager Community and Futures

☒ Decision ☐ Recommendation ☐ Information

Purpose

- 1 This report presents the draft Use of Unmanned Aerial Vehicles Policy. A recommendation is sought from Community Boards and Community Development Area Subcommittees regarding local areas that should be considered for restriction or prohibition of unmanned aerial vehicle use.

Executive Summary

- 2 Under new rules introduced by the Civil Aviation Authority (CAA), Council can grant or decline consent for the use of Unmanned Aerial Vehicles (UAVs) on property that it owns or controls. The draft Unmanned Aerial Vehicle Policy sets a framework to allow Council to do this.
- 3 The draft Use of Unmanned Aerial Vehicle Policy contains broad conditions which would apply throughout the District. Feedback is requested from Community Boards and Community Development Area Subcommittees to determine whether Council should consider prohibition or restriction in specific local areas.

Recommendation

That the Tuatapere Community Board:

- a) **Receives the report titled “Draft Unmanned Aerial Vehicles Policy” dated 19 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) **Recommend any local areas that should be considered as restricted or prohibited areas for the use of unmanned aerial vehicles.**

Content

Background

- 4 Rules introduced by the Civil Aviation Authority (CAA) came into effect on 1 August 2015. The rules require people to obtain Council approval to operate UAVs on public land.
- 5 The draft Use of Unmanned Aerial Vehicles Policy broadly allows for the use of unmanned aerial vehicles in the District, provided that users comply with conditions within the policy. These conditions exist in addition to those already imposed across New Zealand by the CAA.
- 6 The majority of UAV use is likely to occur in Council's parks, reserves and open spaces.

What is an UAV?

The term UAV covers all electric powered remote controlled model aircraft of the type commonly referred to as "drones" that are capable of vertical take-off and landing and small hand-launched gliders less than a 1.5 metre wing span. It does not cover the following:

- Fixed wing electric-powered model aircraft greater than 1 metre wing span.
- All fixed - winged model aircraft that are internal combustion engine (petrol) powered.
- Gliders greater than a 1.5 metre wing span and bungee-launched gliders.
- Single rotor helicopters that are electric powered or internal combustion engine (petrol) powered.
- Jet powered models.

CAA Regulations

CAA rules apply to all UAV operators throughout New Zealand. CAA rules Part 101 require 12 key things from UAV operators. Operators must:

1. Not operate an UAV 25 kg or larger and always ensure that the UAV is safe to operate;
2. Take all practicable steps to minimise hazards to persons, property and other aircraft;
3. Fly only in daylight;
4. Give way to all crewed aircraft;
5. Be able to see the UAV with their own eyes;
6. Not fly higher than 120 metres (400 feet) (unless certain conditions are met);
7. Have knowledge of airspace restrictions;
8. Not fly closer than four kilometres from any aerodrome (unless certain conditions are met);
9. Obtain an air traffic control clearance issued by Airways (when flying in controlled airspace);
10. Not fly in special use airspace without the permission of the controlling authority of the area (eg, military operating areas, low flying zones, danger areas or restricted areas);
11. Have consent from anyone you want to fly above;
12. Have the consent of the property owner or person in charge of the area you want to fly above.

- 7 Rules are enforceable by the CAA and a breach could result in a fine, a written warning, or prosecution.

Issues

Approach taken in the draft Use of Unmanned Aerial Vehicles Policy

- 8 The draft policy nominates some circumstances in which UAV use is not permitted without specific approval from Council. These restrictions apply:
- Over a sports field if in use by others, or within 50 metres of any organised activity taking place in a reserve or Council controlled open space;
 - Over or above Council owned or controlled cemeteries or formed roads;
 - Over or within 50 metres of other users of open spaces;
 - Over or within 50 metres of any building on Council land or any playground equipment, furniture, swimming pool, or track on a reserve;
 - Within 50 metres of livestock, wildlife or sensitive wildlife habitats; and
 - Within 50 metres of a reserve boundary where residential housing or stock farming adjoins.
- 9 In addition to these conditions, Community Boards and Community Area Subcommittees are being asked whether there are any local areas that should be considered for restriction or prohibition.
- 10 Council is keen to ensure that UAV use is appropriate to community needs. There is no benefit in allowing use where it is inappropriate or unsafe. Conversely, there is also no benefit in being unnecessarily restrictive in regards to this recreational activity.
- 11 Since the definition of an UAV includes model airplanes, it is important to consider the impact of this policy on existing clubs and associations.

Current use and incidents

- 12 The extent of UAV use in the Southland District is currently unknown. No complaints to Council regarding the use of UAVs were identified during the development of this report. However, across New Zealand the number of incidents reported to the CAA has grown significantly in recent years. The tables below detail the number of incidents across New Zealand by year and by incident type.

Total incidents annually

Year	Total incidents
2008	1
2009	0
2010	1
2011	4
2012	11
2013	10
2014	33
2015	120
Total	184

Number of incidents by incident type

Incident type*	Total incidents
Aviation-related concern	116
Airspace incident	61
Incident	5
Accident	2
Grand Total	184

***Incident definitions**

Aviation-related concern: these are 'concerns' relating to aviation safety or securing, and include complaints and allegations about suspected rule breaches, etc.

Airspace incident: incidents that involve deviations from airspace rules and procedures (minimum distances for aircraft separation, for example).

Incident: a general incident category that covers situations where there is a risk of harm occurring but this does not eventuate.

- 13 There have been four incidents involving UAVs in the Southland region, one of which was in the Southland District. Three of these were aviation-related concerns, one was an airspace incident. The details of each are in the table below:

Date	Description	Location
30-Oct-13	Concern UAV flying on farms and potentially causing a hazard to other aircraft in the area.	Otama Hill Road, Gore
13-Jun-14	Concern about UAV flying near an airliner and a low flying area. Referred to the Regulatory Investigations Unit.	Invercargill
14-Apr-15	Concern that a UAV was flown in close proximity to the airport.	Invercargill
11-Nov-15	Unauthorised UAV operations 100 metres from the airport. The operators were two foreign nationals.	Milford Sound

- 14 To date, 10 enforcement actions have been undertaken by the CAA's Regulatory Investigations Unit in relation to UAV operations. Five of these have been written warnings, and five have been infringement notices with fines ranging from \$500 to \$3,500.
- 15 At this stage staff have not identified any complaints to Council regarding the use of UAVs in the Southland District. To balance the fact that there is not a current significant issue with UAVs and the likelihood of risks in the future, a moderate and proportionate response to manage this issue would be appropriate. Council also needs to be mindful of existing UAV users such as the Fiordland Cloudbusters Model Aircraft Club, who have operated UAVs to date without any issues.

Enforcement

- 16 The CAA has the power to regulate UAV use through mechanisms ranging from warnings to prosecution, depending on the nature of incidents.
- 17 CAA officers have indicated that if reported issues are of a serious nature involving the endangerment of people or property or reckless use of UAVs, an investigation with a view towards prosecution would be likely to occur. For less serious breaches, warnings or infringements are more likely to be considered.
- 18 In the event of a breach of the policy, Council staff would report any incident to the CAA. The incident would be recorded so that the CAA can gather a realistic picture of issues relating to drones and of any operators who breach the rules on multiple occasions. In the opinion of staff in the CAA investigations team, a Council bylaw would be an unnecessary duplication of existing powers under the CAA Regulatory Enforcement Policy.

Factors to Consider

Legal and Statutory Requirements

- 19 Council is empowered to adopt a position by CAA rules. The CAA has power to enforce its rules (including permission and conditions of land owners) using mechanisms ranging from warnings and infringements to prosecutions.
- 20 Since there is currently insufficient evidence of a serious issue relating to UAV use in the Southland District a bylaw is not a proportionate response. Also, enforcement powers of a bylaw largely duplicate enforcement that could be undertaken through CAA legislation. While Council could state its position through guidelines, staff recommend a policy approach to ensure clarity.

Community Views

- 21 This report is part of the process of gathering community views and forming a policy that meets local needs.

Costs and Funding

- 22 There are no costs associated with implementing an Use of Unmanned Aerial Vehicles Policy, other than those associated with advertising and consultation. This is because any enforcement action would be referred to the CAA.

Policy Implications

- 23 If an Use of Unmanned Aerial Vehicles Policy is adopted, it will be referred to in Council's Reserves Management Policy.

Analysis

Options Considered

- 24 Community Boards and Community Development Area Subcommittees could:
- Option 1: Nominate local areas that should be considered for inclusion in the policy as restricted or prohibited areas; or
 - Option 2: Not nominate local areas that should be considered for inclusion in the policy as restricted or prohibited areas.

Analysis of Options

Option 1 – Nominate local areas that should be considered for inclusion in the policy as restricted or prohibited areas.

<i>Advantages</i>	<i>Disadvantages</i>
<ul style="list-style-type: none"> • Responds to any circumstances or requirements specific to local communities. 	<ul style="list-style-type: none"> • It is important for recommendations not to be unnecessarily restrictive because Council's general proposed approach is broadly permissive.

Option 2 – Not nominate local areas that should be considered for inclusion in the policy as restricted or prohibited areas.

<i>Advantages</i>	<i>Disadvantages</i>

<ul style="list-style-type: none">• Provides a clear, fair and consistent approach across the District.	<ul style="list-style-type: none">• The broad approach may or may not meet local needs and match local circumstances.
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Assessment of Significance

- 25 This issue has not been assessed as significant because at this stage it is not affecting a large number of people or stakeholders or a specific community. Council's ability to make decisions in relation to UAV use are established by CAA rules and the proposed approach is generally permissive.

Recommended Option

- 26 It is recommended that Community Boards and Community Development Area Subcommittees only propose restricted or prohibited areas for inclusion in the policy if this reflects community needs and local circumstances and if these areas are not already adequately managed through the existing broad conditions within the draft policy.

Next Steps

- 27 Following input from Community Boards and Community Development Area Subcommittees, this policy will be subject to public consultation.

Attachments

- A Draft Use of Unmanned Aerial Vehicles Policy [View](#)

SOUTHLAND DISTRICT COUNCIL

USE OF UNMANNED AERIAL VEHICLES POLICY

This policy applies to:

DOCUMENT CONTROL

Administered by: Strategic Manager (Property)	TRIM reference number: r/15/12/22465	Effective date: «type date»
Approved by: Council	Date approved: «type date»	Next review date: «type date»

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USE OF UNMANNED AERIAL VEHICLES POLICY

1. PURPOSE

This policy sets out the conditions for use of Unmanned Aerial Vehicles (UAVs) on Council owned or controlled land.

2. DEFINITIONS AND ABBREVIATIONS

Term	Meaning
Unmanned Aerial Vehicle (UAV)	<p>The term UAV covers all electric powered remote controlled model aircraft, including the type commonly referred to as “drones” that are capable of vertical take-off and landing and small hand-launched gliders less than 1.5 metre wing span.</p> <p>UAVs are also known as drones, Remotely Piloted Aircraft Systems and Unmanned Aerial Systems.</p> <p>The term UAV does not include the following:</p> <ul style="list-style-type: none"> • Fixed wing electric-powered model aircraft greater than 1 metre wing span. • All fixed - winged model aircraft that are internal combustion engine (petrol) powered. • Gliders greater than 1.5 metre wing span and bungee-launched gliders. • Single rotor helicopters that are electric powered or internal combustion engine (petrol) powered. • Jet powered models.
Civil Aviation Authority Rules / CAA rules	<p>Civil Aviation Rules are set by the Minister of Transport. The rules are divided into parts. The two parts relevant to UAVs are:</p> <ul style="list-style-type: none"> • Part 101: <i>Gyrogliders and Parasails, Unmanned Aircraft (including Balloons), Kites, and Rockets - Operating Rules</i>, and • Part 102: <i>Unmanned Aircraft Operator Certification</i>.

3 BACKGROUND

Under rules introduced by the Civil Aviation Authority (CAA) on 1 August 2015, Council can grant or decline consent for the use of UAVs on property that it owns or controls. This policy establishes criteria for UAV use over Council owned and controlled land in the Southland District.

4. POLICY DETAILS

4.1 General Criteria

In addition to CAA rules, the following criteria apply to the use of UAVs over land or property owned or controlled by Southland District Council. They do not apply to the use of UAVs by Southland District Council.

Operators of UAVs must:

- Comply with the Office of the Privacy Commissioner guidance on preserving peoples' personal privacy by not flying over other people or adjoining private property without their consent.
- Be courteous of other park users, who often are there for the quiet enjoyment of Council's parks, reserves and open spaces.

4.2 Restrictions

Operators must not use UAVs under the following conditions unless specific written approval has been granted by Council:

- If requested to cease by Council officers. Users must land their UAV immediately if requested by Council officers.
- Over a sports field if in use by others, or within 50 metres of any organised activity taking place in a reserve or Council controlled open space.
- Over or above Council owned or controlled cemeteries or formed roads.
- Over or within 50 metres of other users of open spaces. If another open space user moves within this range, the UAV user must immediately land their UAV.
- Over or within 50 metres of any building on Council land or any playground equipment, furniture, swimming pool, or track on a reserve.
- Within 50 metres of livestock, wildlife or sensitive wildlife habitats. If livestock or wildlife move within this range, the UAV user must immediately land their UAV.
- Within 50 metres of a reserve boundary where residential housing or stock farming adjoins.

Written Council approval must also be obtained for any organised event involving the use of UAVs.

Operators of UAVs must comply with any additional conditions of lease holders.

4.3 Prohibited Areas

There are some areas where the use of UAVs is prohibited unless written approval has been granted by Council. These areas are:

- Local areas will be determined by Council following feedback from Community Boards and Community Development Area Subcommittees.

4.4 Reporting incidents and near misses

UAV users must report all incidents and near misses to Southland District Council. This obligation also extends to other reserve users involved in any incident or near miss relating to UAV use.

4.5 Enforcement

Any breach of the above conditions could result in termination of your permission to fly unmanned aircraft over Council land.

Council will report breaches to the Civil Aviation Authority, which may result in infringements or prosecution.

5. ASSOCIATED DOCUMENTS

- Civil Aviation Authority Rules and Guidelines: <http://www.caa.govt.nz/rpas/>
- Southland District Council District Reserves Management Policy

6. REVISION RECORD

Date	Version	Revision Description
«Type Date»	«Version»	«Revision»
«Type Date»	«Version»	«Revision»
«Type Date»	«Version»	«Revision»

Remuneration for Chairs and Members of Community Boards

Record No: R/16/5/6275
Author: Sheree Marrah, Finance Manager
Approved by: Anne Robson, Chief Financial Officer

☐ Decision ☐ Recommendation ☒ Information

Purpose

- 1 This memorandum sets out rates of remuneration that apply for Community Board chairs and members from 1 July 2016 until 30 June 2017.
- 2 The amount payable to Council's Community Board members and chairs is determined by the Remuneration Authority (the Authority). This year, the Authority has applied the same approach that was developed in 2013, basing remuneration rates on job size.
- 3 Rates specified in by the Remuneration Authority are the maximum amount that can be paid. The Authority's approach, consistent with previous years, is that Community Board chairs will be paid at twice the amount of Community Board members. At the Council meeting on 27 April 2016, Council has approved the Authorities proposed remuneration rates for all elected members, including Community Board chairs and members.
- 4 As a result, remuneration levels are proposed to increase by 2.5% for all Southland District Council elected members from 1 July 2016. A schedule of the current and proposed remuneration levels for Community Board chairs and members is listed below for your information.

Community Board	2015/2016 Remuneration (Chairperson)	2016/2017 Proposed Remuneration (Chairperson)	2015/2016 Remuneration (Member)	2016/2017 Proposed Remuneration (Member)
Stewart Island/Rakiura	\$2,600	\$2,665	\$1,300	\$1,333
Wallacetown	\$2,600	\$2,665	\$1,300	\$1,333
Otautau	\$7,000	\$7,175	\$3,500	\$3,588
Riverton/Aparima	\$6,200	\$6,355	\$3,100	\$3,178
Tuatapere	\$4,200	\$4,305	\$2,100	\$2,153
Edendale-Wyndham	\$4,400	\$4,510	\$2,200	\$2,255
Winton	\$8,600	\$8,815	\$4,300	\$4,408
Te Anau	\$10,000	\$10,250	\$5,000	\$5,125

- 5 Staff have communicated Council's approval of the proposed remuneration levels to the Authority so they can prepare the formal Elected Members Remuneration Determination for all local authorities.
- 6 The Authority will publish its determination prior to 1 July 2016.

Recommendation

That the Tuatapere Community Board:

- a) Receives the report titled “Remuneration for Chairs and Members of Community Boards” dated 3 May 2016.

Attachments

There are no attachments for this report.