

Agenda for a meeting of the Waikato District Council to be held in the Council Chambers, District Office, 15 Galileo Street, Ngaruawahia on **MONDAY 12 AUGUST 2019** commencing at **1.00pm**.

Information and recommendations are included in the reports to assist the Committee in the decision making process and may not constitute Council's decision or policy until considered by the Committee.

- 1. APOLOGIES AND LEAVE OF ABSENCE**
- 2. CONFIRMATION OF STATUS OF AGENDA**
- 3. DISCLOSURES OF INTEREST**
- 4. CONFIRMATION OF MINUTES**
 - 4.1 Open Minutes of a Council meeting held on Wednesday, 17 July 2019 3
- 5. COMMITTEE AND DEPARTMENTAL REPORTS**
 - 5.1 Policy & Regulatory Committee**
 - 5.1.1 Zero Harm 12
 - 5.1.2 Cemeteries Bylaw – Proposed amendments and consultation plan 19
 - 5.2 Infrastructure Committee**
 - 5.2.1 Adoption of the Point Reserve Management Plan 38
 - 5.3 Other Committees and decision-making bodies**
 - 5.3.1 Receipt of Waters Governance Board Minutes – 25 June 2019 88
- 6. COMMUNITY BOARD MINUTES**
 - 6.1 Receipt of Onewhero-Tuakau Community Board Minutes – 4 June 2019 92

7. COMMUNITY COMMITTEE MINUTES

7.1	Receipt of Pokeno Community Committee Minutes - 9 April 2019	98
7.2	Receipt of Tamahere Community Committee Minutes – 1 July 2019	103
7.3	Receipt of Te Kauwhata Community Committee Minutes – 5 June 2019	107
7.4	Receipt of Meremere Community Committee Minutes – 13 June 2019	110

8. REPORTS

8.1	Retrospective Approval of Waikato District Crime Prevention Technology Trust Amended Trust Deed	114
8.2	Removal of Limited Access Restriction over Part of Great South Road, Ngaruawahia	129
8.3	WLASS – Professional Services Panel Procurement Process	140
8.4	Future Proof Implementation Committee Agreement and Terms of Reference	206
8.5	Delegate Report on Local Government New Zealand Conference	219

9. EXCLUSION OF THE PUBLIC 222

GJ Ion
CHIEF EXECUTIVE

Open Meeting

To	Waikato District Council
From	Gavin Ion Chief Executive
Date	1 August 2019
Prepared by	Brendan Stringer Democracy Manager
Chief Executive Approved	Y
Reference #	GOV1301
Report Title	Confirmation of Minutes for Meeting – 17 July 2019

1. EXECUTIVE SUMMARY

To confirm the minutes of the Council meeting held on Wednesday 17 July 2019.

2. RECOMMENDATION

THAT the minutes of a meeting of Waikato District Council held on Wednesday 17 July 2019 be confirmed as a true and correct record of that meeting.

3. ATTACHMENTS

Council Open Minutes – 17 July 2019

Minutes of a meeting of the Waikato District Council held in the Council Chambers, District Office, 15 Galileo Street, Ngaruawahia on **WEDNESDAY 17 JULY 2019** commencing at **1.00pm**.

Present:

His Worship the Mayor, Mr AM Sanson (Chairperson)
 Cr JA Church [from 1:03pm]
 Cr DW Fulton
 Cr JM Gibb
 Cr SL Henderson
 Cr SD Lynch
 Cr RC McGuire
 Cr FM McInally
 Cr EM Patterson
 Cr JD Sedgwick
 Cr NMD Smith
 Cr LR Thomson

Attending:

Mr GJ Ion (Chief Executive)
 Mr R MacCulloch (Acting General Manager Service Delivery)
 Mr C Morgan (General Manager Community Growth)
 Mrs S O’Gorman (General Manager Customer Support)
 Mr J Quinn (Communications, Engagement and Marketing Manager)
 Ms L Shirley (Zero Harm Manager)
 Mr S Toka (Pouhono Iwi ki te Haapori / Iwi and Community Partnership Manager)
 Ms I Huirama (Engagement Co-ordinator)
 Mr B Stringer (Democracy Manager)

Mr J Whetu (Chair, Ngaruawahia Community Board)
 Ms M Tukere (General Manager, Development and Wellbeing, Waikato-Tainui)

Ms E O’Dwyer (Waikato Times Reporter)

APOLOGIES AND LEAVE OF ABSENCE

Resolved: (Crs McInally/Sedgwick)

THAT an apology be received from Councillors Bech and Main

CARRIED on the voices

WDC1907/01

CONFIRMATION OF STATUS OF AGENDA ITEMS

Resolved: (Crs Gibb/Patterson)

THAT the agenda for a meeting of the Waikato District Council held on Wednesday 17 July 2019 be confirmed and all items therein be considered in open meeting with the exception of those items detailed at agenda item 8 which shall be considered with the public excluded.

CARRIED on the voices

WDC1907/02

DISCLOSURES OF INTEREST

Councillors Gibb, Fulton and Sedgwick advised members of the Board that they would declare a financial conflict of interest in item 7.2 [*Amendments to Memorandum of Understanding – Elected Members as Independent Commissioners for PDP Hearings Panel*].

CONFIRMATION OF EXTRAORDINARY MINUTES

Resolved: (Crs Fulton/Gibb)

THAT the minutes of an extraordinary meeting of Waikato District Council held on Wednesday 26 June 2019 be confirmed as a true and correct record of that meeting.

CARRIED on the voices

WDC1907/03

COMMITTEE AND DEPARTMENTAL REPORTS

Policy & Regulatory Committee

Committee recommendations to Council
Agenda Item 5.1.1

Review of Waikato District Council Psychoactive Substances Policy 2014 – P&R1906/05

Resolved: (Crs Sedgwick/Smith)

THAT Council approves the Proposed Waikato District Council Psychoactive Substances Policy 2019 (Appendix I to the Committee report) be adopted and that the Policy's next review date be July 2024.

CARRIED on the voices

WDC1907/04

Lapse of Franklin District Council Control of Signs Bylaw 2007 – P&R1906/06

Resolved: (Crs Sedgwick/Patterson)

THAT Council approves the Franklin Control of Signs Bylaw 2007 lapse on 1 July 2019 in accordance with section 160A of the Local Government Act 2002.

CARRIED on the voices

WDC1907/05

Lapse of Franklin District Council Food Hygiene Bylaw 2010 – P&R1906/07

Resolved: (Crs Sedgwick/Lynch)

THAT Council approves to let the Franklin District Council Food Hygiene Bylaw 2010 lapse on 1 March 2022 in accordance with section 160A of the Local Government Act 2002.

CARRIED on the voices

WDC1907/06

Lapse of Franklin District Council Brothel Bylaw 2010 – P&R1906/08

Resolved: (Crs Sedgwick/Smith)

THAT the Council approves to let the Franklin Brothel Bylaw 2010 lapse on 1 March 2022 in accordance with section 160A of the Local Government Act 2002.

CARRIED on the voices

WDC1907/07

Councillor Church arrived (1:03pm) at the end of the above item, and did not take part in voting.

Zero Harm

Agenda Item 5.1.2

The Zero Harm Manager highlighted, and responded to questions on, the following issues:

- Ongoing training to contractor managers.
- Ongoing work on workplace violence as a critical risk.
- Property damage events related to any damage that occurred to Council property.
- Council's zero harm culture needed to reference elected members' position.
- Ongoing work in relation to procedures for volunteers.

Resolved: (Crs Sedgwick/Thomson)

THAT the report from the Chief Executive be received.

CARRIED on the voices

WDCI907/08

Strategy & Finance CommitteeReceipt of Strategy & Finance Committee Minutes

Agenda Item 5.2.1

Resolved: (Crs Gibb/Lynch)

THAT the minutes of a meeting of the Strategy & Finance Committee held on Wednesday 29 May 2019 be received.

CARRIED on the voices

WDCI907/09

Strategy & Finance Committee recommendations to Council

Agenda Item 5.2.2

Walking Access Act 2008 – Review Feedback (S&F1906/04)

Resolved: (Crs Gibb/Church)

THAT Council:

- a. **approve the draft feedback on the review of the Walking Access Act 2008, as attached to the staff report (Item 5.2 in the Strategy & Finance Committee Agenda); and**
- b. **retrospectively approve the submission of that feedback to the Ministry for Primary Industries on 2 July 2019.**

CARRIED on the voices

WDCI907/10

Infrastructure Committee

Receipt of Infrastructure Committee Minutes
Agenda Item 5.3.1

Resolved: (Crs Fulton/Patterson)

THAT the minutes of a meeting of the Infrastructure Committee held on Tuesday 28 May 2019 be received.

CARRIED on the voices

WDC1907/11

OTHER COMMITTEES AND DECISION-MAKING BODIES

Receipt of Minutes of Future Proof Implementation Committee
Agenda Item 5.4.1

Resolved: (His Worship the Mayor/Cr Fulton)

THAT the report from the Chief Executive be received.

CARRIED on the voices

WDC1907/12

COMMUNITY COMMITTEE MINUTES

Receipt of Tamahere Community Committee Minutes
Agenda Item 6.1

Resolved: (Crs Gibb/McGuire)

THAT the minutes of a meeting of the Tamahere Community Committee held on Monday 10 June 2019 be received.

CARRIED on the voices

WDC1907/13

Receipt of Pokeno Community Committee Minutes
Agenda Item 6.2

Resolved: (Crs Church/Henderson)

THAT the minutes of a meeting of the Pokeno Community Committee held on Tuesday 14 May 2019 and Tuesday 11 June 2019 be received.

CARRIED on the voices

WDC1907/14

REPORTS**Maaori Representation on Council Committees****Agenda Item 7.1**

The Communications, Engagement and Marketing Manager provided a brief overview of the report and confirmed that:

- the report's purpose was to seek Council's in principle support for Maaori representation on the Council's principal committees following the 2019 local authority elections; and
- the detail of the proposed representation would continue to be worked on.

ACTION: Staff to arrange a workshop with Elected Members prior to the 2019 elections to discuss the detail of the proposal to be presented to the new Council after the elections.

Resolved: (Crs Smith/Thomson)

THAT the report from the **Communications, Engagement & Marketing Manager** be received;

AND THAT the Council strongly supports, in principle, the appointment of Maaori representation on the Council's principal committees, with full voting rights;

AND FURTHER THAT the Council recommends that the proposed appointment of Maaori representatives be included as part of the governance structure presented to the new Council after the October 2019 elections for its approval.

CARRIED by division

WDC1907/15

A division was called:

For the Motion: His Worship the Mayor Sanson, Councillors Thomson, Smith, Sedgwick, Patterson, McNally, McGuire, Lynch, Henderson, Gibb, Fulton, Church

Against the Motion: None

Amendments to Memorandum of Understanding – Elected Members as Independent Commissioners for PDP Hearings Panel
Agenda Item 7.2

Councillors Gibb, Fulton and Sedgwick declared a financial conflict of interest, withdrew to the public gallery and did not speak to, or vote, on this item.

Resolved: (Crs Smith/Lynch)

THAT the report from the Chief Executive be received;

AND THAT the Council approves the Amendment to the Memorandum of Understanding – Remuneration of Elected Members as Independent Hearings Commissioners (Attachment 2 to the staff report).

CARRIED on the voices

WDC1907/16

EXCLUSION OF THE PUBLIC

Agenda Item 8

Resolved: (Crs Henderson/Patterson)

THAT the report from the Chief Executive be received;

AND THAT the public be excluded from the meeting to enable Council to deliberate and make decisions on the following items of business:

Confirmation of Extraordinary Minutes dated Wednesday 26 June 2019

Receipt of Minutes:

- **Strategy & Finance Committee dated Wednesday 29 May 2019**
- **Infrastructure Committee dated Tuesday 28 May 2019**
- **Infrastructure Committee Recommendations to Council dated Tuesday 25 June 2019**

REPORTS

a. Watercare Establishment Costs

The general subject of the matter to be considered while the public is excluded, the reason, and the specific grounds under section 48(1) of the Local Government Official Information and Meetings Act 1987 are as follows:

Reason for passing this resolution to withhold exists under: **Ground(s) under section 48(1) for the passing of this resolution is:**

Section 7(2)(i),(j)

Section 48(1)(a)

Open Meeting

To	Waikato District Council
From	Gavin Ion Chief Executive
Date	July 2019
Prepared by	Lynn Shirley Zero Harm Manager
Chief Executive Approved	Y
Reference #	GOV1301
Report Title	Zero Harm Update

I. EXECUTIVE SUMMARY

The purpose of this report and its attachments is to provide an update on current health and safety performance. Council recognises that compliance is essential but they aspire to achieve best practice in health and safety management, and to create a sustainable zero harm culture, where everyone works safely and goes home safe every day.

Councils' sustainable zero harm culture shall be supported by a health and safety management system of policies, standards and procedures that effectively manage risk and enable best practice by all workers, elected members, contractors, volunteers and visitors.

2. RECOMMENDATION

THAT the report from the Chief Executive be received.

3. BACKGROUND

Capable and Believable Leadership (People)

Safety and Wellness Engagement Conversations

The Chief Executive, Executive Leadership Team (ELT) and People Leaders continue to undertake Safety Engagement Conversations.

A total of 204 Safety Engagement Conversations were recorded in BWare Safety Manager in July. This is the highest number recorded in the last two years and is a reflection of the focus on a lead indicator that has been shown by our People Leaders.

Health and Wellbeing

The Wellbeing Collective draft Wellbeing Strategy and Plan for 2019-2020 is now with the Executive Leadership Team (ELT) for review. Over the last month the Wellbeing Nucleus has been focussing on finalising our wellbeing branding and communications plan in preparation for launching the Wellbeing Strategy at the next Chamber Chat.

Wellbeing Collective Strategic Plan 2019/2020

Vision: "LIVE IT RIGHT"
We want to create a culture and community of wellbeing at WDC that enables our people to be the best version of themselves. Our health is central to our overall wellbeing.

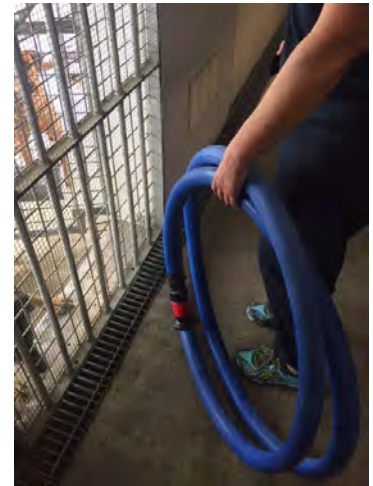
Our Wellbeing Plan 2019 - 2020

Health Area	Activities	Lead	Start Date	End Date	Progress
Mind	1. Implement a mental health strategy in the workplace 2. Promote mental health awareness 3. Provide mental health support 4. Promote well-being	Mind			
Body	1. Promote a healthy and active lifestyle 2. Encourage a healthy and active lifestyle 3. Encourage a healthy and active lifestyle 4. Encourage a healthy and active lifestyle 5. Encourage a healthy and active lifestyle 6. Encourage a healthy and active lifestyle 7. Encourage a healthy and active lifestyle 8. Encourage a healthy and active lifestyle 9. Encourage a healthy and active lifestyle 10. Encourage a healthy and active lifestyle 11. Encourage a healthy and active lifestyle 12. Encourage a healthy and active lifestyle	Body			
Soul	1. Encourage a healthy and active lifestyle 2. Encourage a healthy and active lifestyle 3. Encourage a healthy and active lifestyle 4. Encourage a healthy and active lifestyle 5. Encourage a healthy and active lifestyle 6. Encourage a healthy and active lifestyle 7. Encourage a healthy and active lifestyle 8. Encourage a healthy and active lifestyle 9. Encourage a healthy and active lifestyle 10. Encourage a healthy and active lifestyle 11. Encourage a healthy and active lifestyle 12. Encourage a healthy and active lifestyle	Soul			
Family	1. Encourage a healthy and active lifestyle 2. Encourage a healthy and active lifestyle 3. Encourage a healthy and active lifestyle 4. Encourage a healthy and active lifestyle 5. Encourage a healthy and active lifestyle 6. Encourage a healthy and active lifestyle 7. Encourage a healthy and active lifestyle 8. Encourage a healthy and active lifestyle 9. Encourage a healthy and active lifestyle 10. Encourage a healthy and active lifestyle 11. Encourage a healthy and active lifestyle 12. Encourage a healthy and active lifestyle	Family			
Community	1. Encourage a healthy and active lifestyle 2. Encourage a healthy and active lifestyle 3. Encourage a healthy and active lifestyle 4. Encourage a healthy and active lifestyle 5. Encourage a healthy and active lifestyle 6. Encourage a healthy and active lifestyle 7. Encourage a healthy and active lifestyle 8. Encourage a healthy and active lifestyle 9. Encourage a healthy and active lifestyle 10. Encourage a healthy and active lifestyle 11. Encourage a healthy and active lifestyle 12. Encourage a healthy and active lifestyle	Community			

Disciplined Management Systems

Event Management

A structured problem solve was completed for the Severity 4 Lost Time Injury that occurred at the Ngaruawahia Pound last month. While stepping down into a cage with the high pressure water hose, the Pound Keeper’s foot got caught in the hose. Three corrective actions were identified and are being implemented by the Animal Control Safety Action Team (SAT) Representative and the Pound Keeper. The completion of the corrective actions is being tracked in BWare Safety Manager.



Two First Aid (Severity 6) injury events were recorded in July but actually occurred in June. The harm sustained as a result of both events was finger cuts from paper and a broken coffee cup handle.

24 Minor Near Miss (Severity 7) events were also reported in July. It is good to see that the number of near miss events being reported continues to improve following a period of low reporting in April and May.

The Zero Harm Dashboard has been generated to illustrate the safety performance for July, and this is attached for reference.

Contractor Management

Work has been undertaken over the last month to streamline the tool used to review and approved a Contract or Project specific Health and Safety Plan that is prepared by a Contractor prior to physical work commencing. The revised tool is currently being trialled on a number of Health and Safety Plans.

The Zero Harm team continues to provide hands on coaching to Contract Managers and a number of site visits were undertaken during July.

Contractor Health & Safety Management training based on the below framework was also provided to the Community Connections team and is being scheduled with the Community Projects team.



Zero Harm Strategic Plan

The Zero Harm Team has now develop a DRAFT Zero Harm “*Work Safe, Home Safe*” Strategic Plan for 2019/2020. The DRAFT plan has been shared with both the Executive Leadership Team (ELT) and the Safety Action Team (SAT) for review and approval. The following graph has been prepared to illustrate the key Zero Harm focus areas for 2019/2020. The Zero Harm Strategic Plan for 2019/2020 is attached for reference.



Managed Risks

On Road Driving – Light Vehicles

There were 10 over speed events recorded in July. 3 of the 10 events exceeded 110km per hour and required a formal coaching conversation to be undertaken by the relevant General Manager.

Council’s current contract with Smartrak who provide our vehicle GPS/Telemetric hardware and software technology expires in October. A specialist fleet consultant has been engaged to undertake a procurement exercise and evaluate potential providers.

4. DISCUSSION AND ANALYSIS OF OPTIONS

4.1 DISCUSSION

This report is to assist Councillors with their due diligence requirements as Officers. The report should start the conversation and provide opportunities for Councillors to raise questions and discuss progress.

4.2 OPTIONS

Council could choose to accept the report or not. Council could ask for additional information if needed.

5. CONSIDERATION

5.1 FINANCIAL

There are no direct financial requirements identified in this report.

5.2 LEGAL

This report is prepared as part of assisting Council with compliance with the Health & Safety at Work Act 2015 and associated Regulations.

Councillors, as Officers under the Health & Safety at Work Act 2015 are required to undertake due diligence to ensure appropriate health and safety systems are in place and operating.

5.3 STRATEGY, PLANS, POLICY AND PARTNERSHIP ALIGNMENT

Staff have just updated the Zero Harm Strategic Plan as a key document which supports the vision of “work safe, home safe”.

5.4 ASSESSMENT OF SIGNIFICANCE AND ENGAGEMENT POLICY AND OF EXTERNAL STAKEHOLDERS

Highest levels of engagement	Inform <input type="checkbox"/>	Consult <input type="checkbox"/>	Involve <input checked="" type="checkbox"/>	Collaborate <input type="checkbox"/>	Empower <input type="checkbox"/>
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State below which external stakeholders have been or will be engaged with:

Planned	In Progress	Complete	
	✓		Internal
	✓		Community Boards/Community Committees
			Waikato-Tainui/Local iwi
			Households
			Business
	✓		Other Please Specify

Council engages with our Community Boards and Community Committees to ensure they are clear on their obligations. Council also undertakes audits and safety engagement conversations in relation to our contractors.

6. CONCLUSION

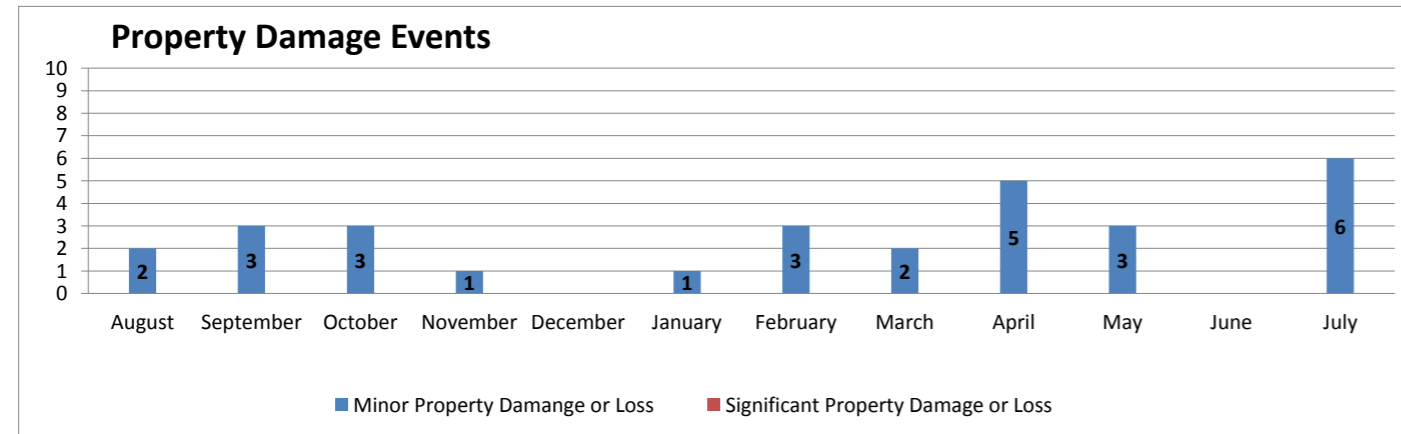
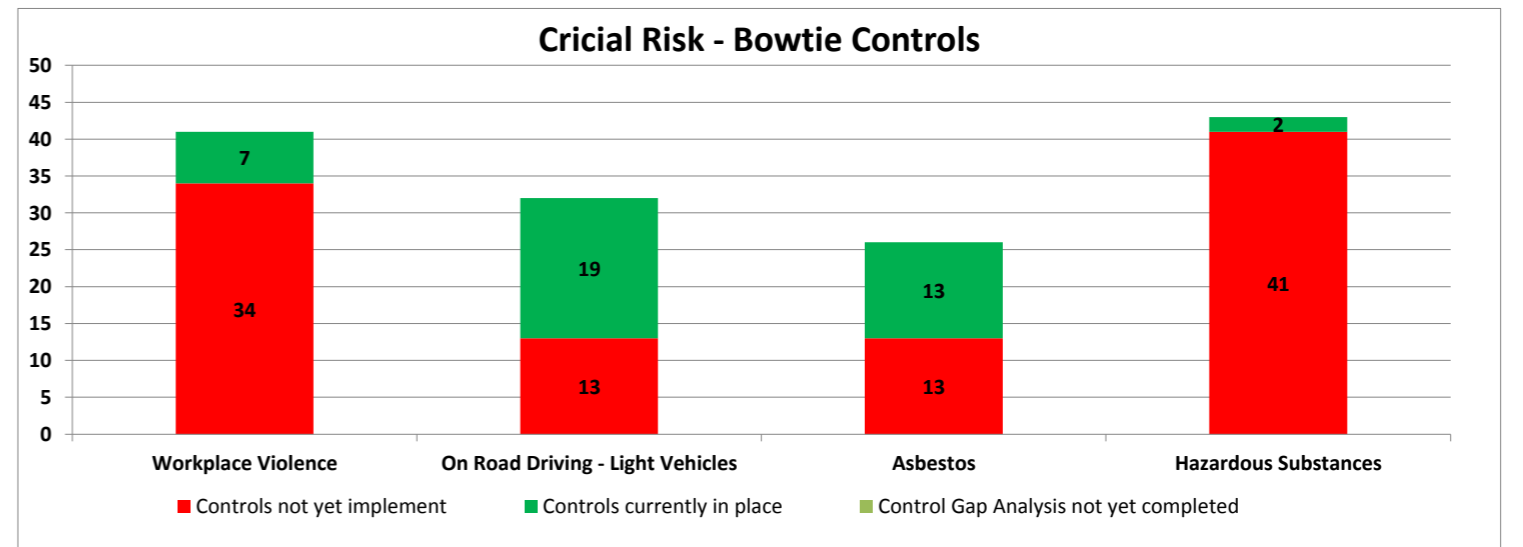
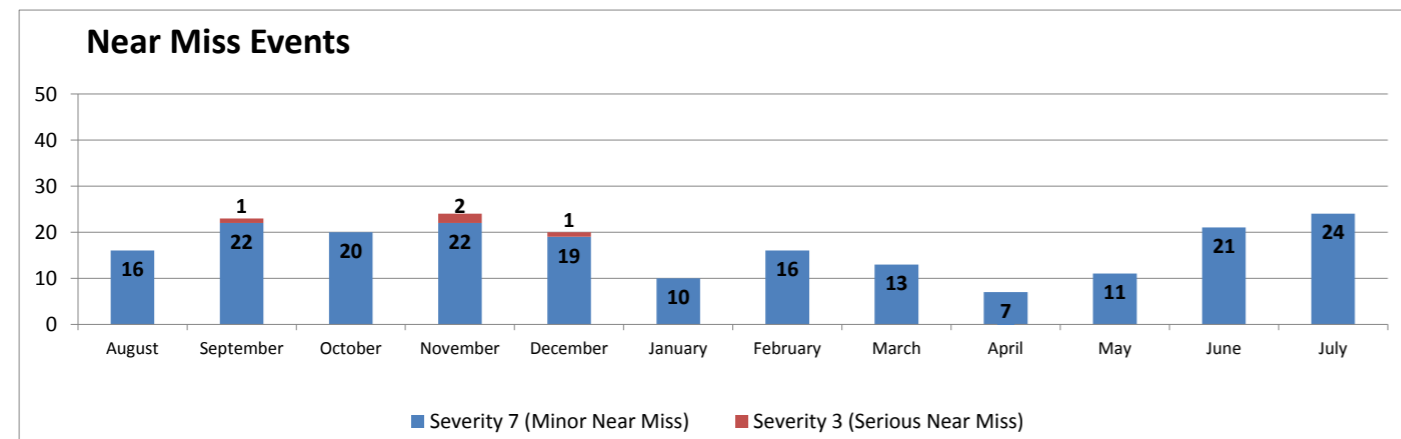
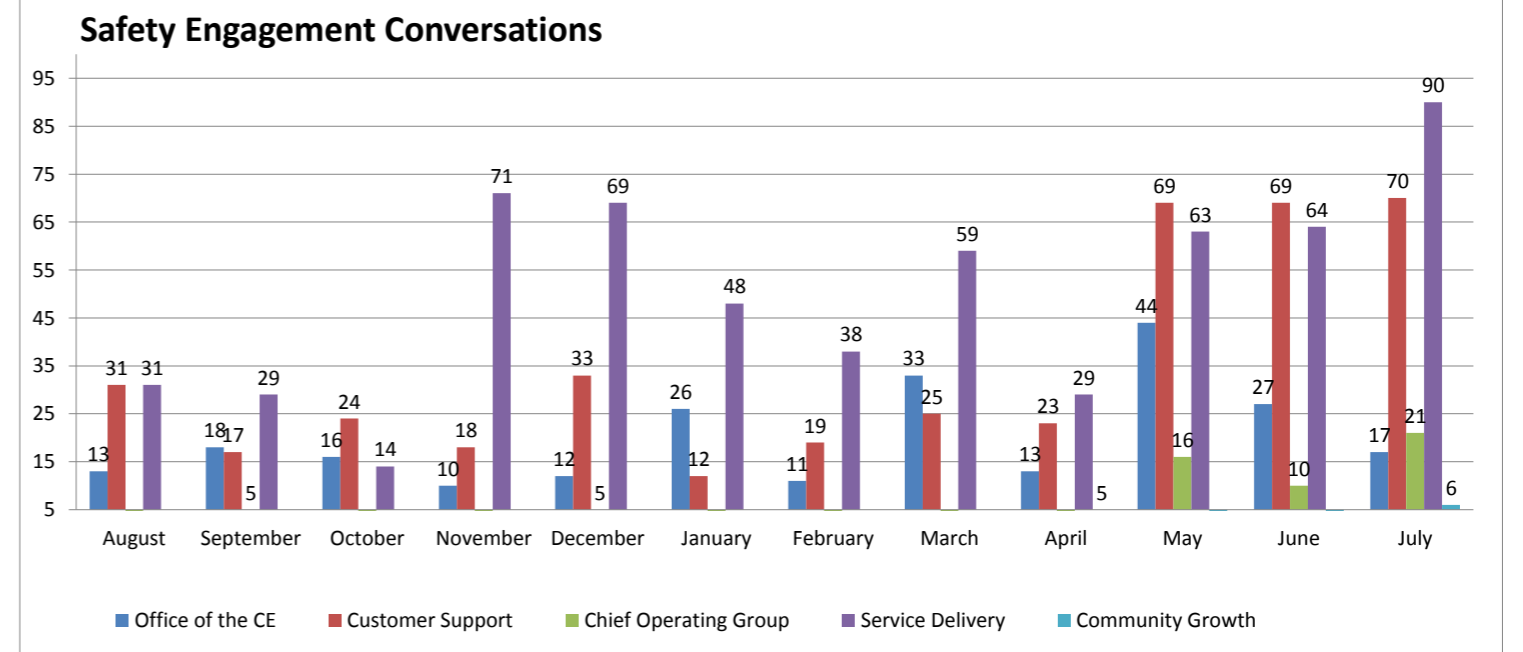
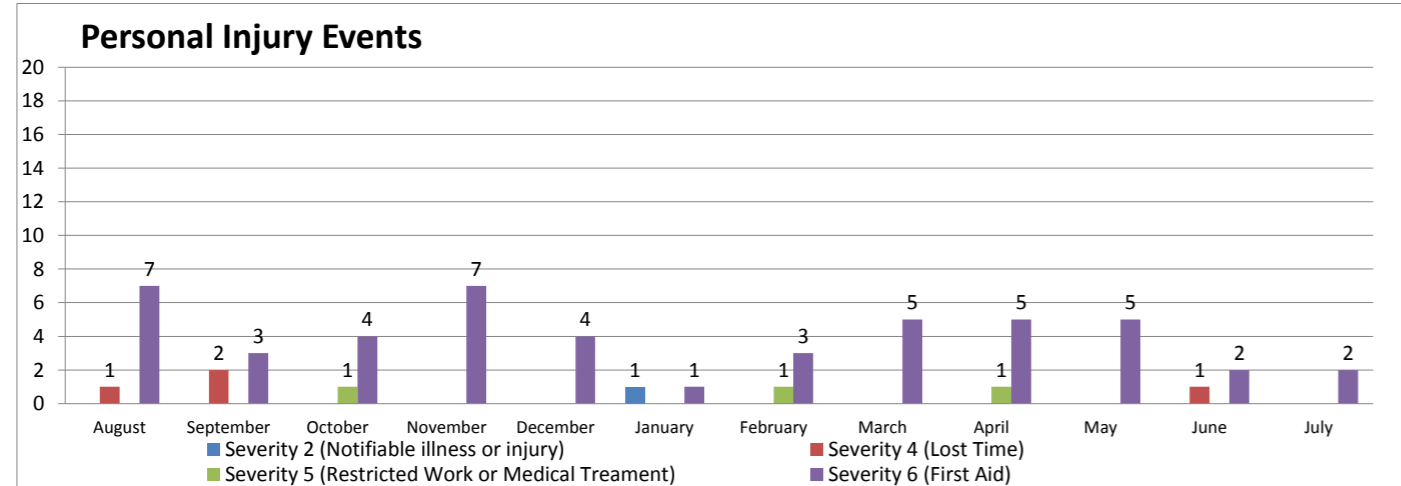
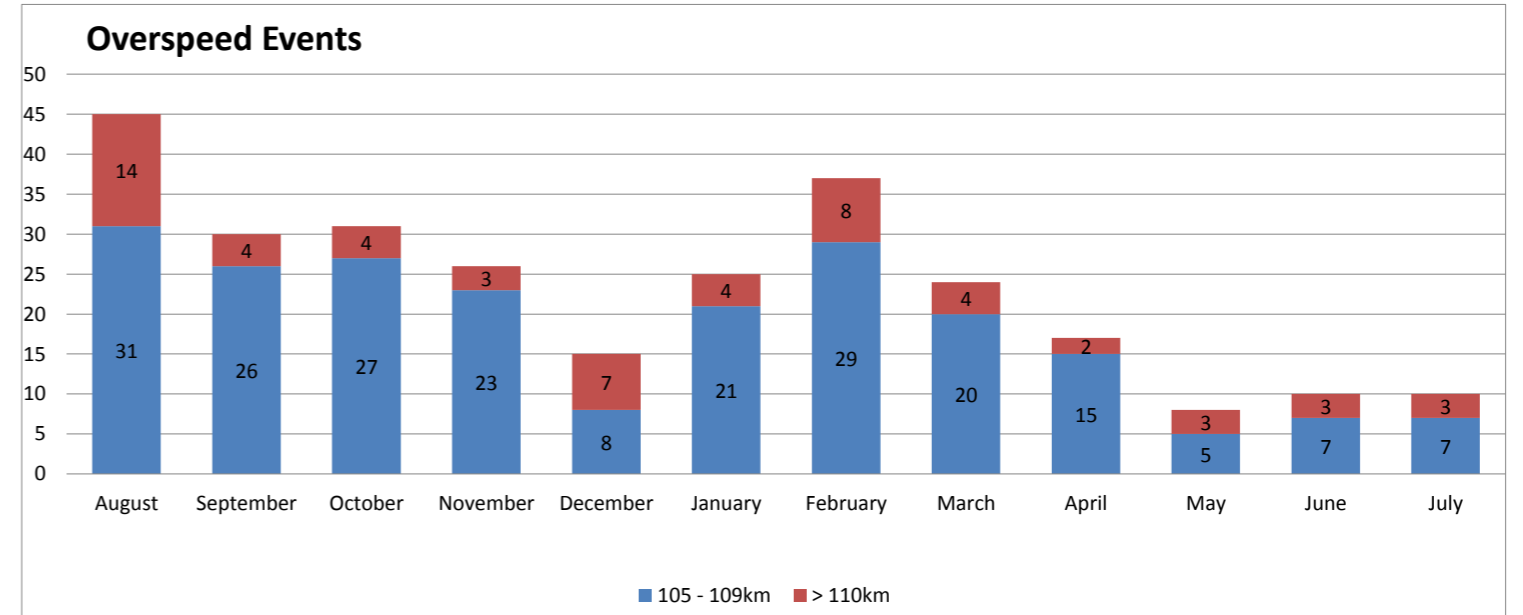
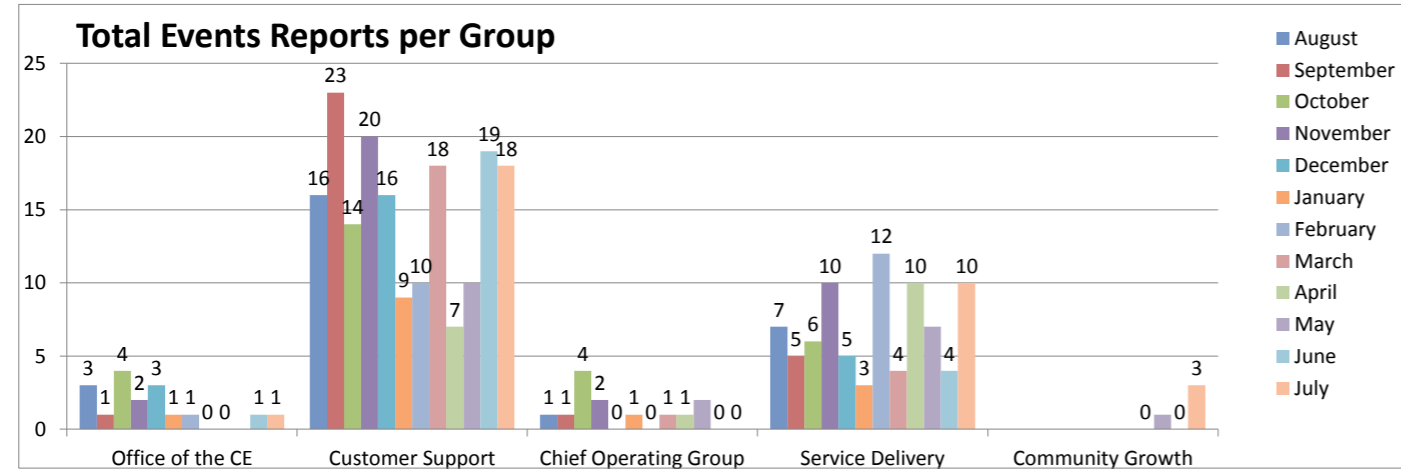
This report provides an update on progress with our Zero Harm systems and processes, and monthly health and safety performance.

7. ATTACHMENTS

- Zero Harm Dashboard July 2019
- Zero Harm Strategic Plan 2019/2020

Zero Harm Dashboard - July 2019

As at 31 July 2019



“Work safe, home safe”

Vision (Mission)

Our staff are our greatest asset. In order for our staff to be engaged and happy we must provide and maintain a work environment that is without risks to health and safety.

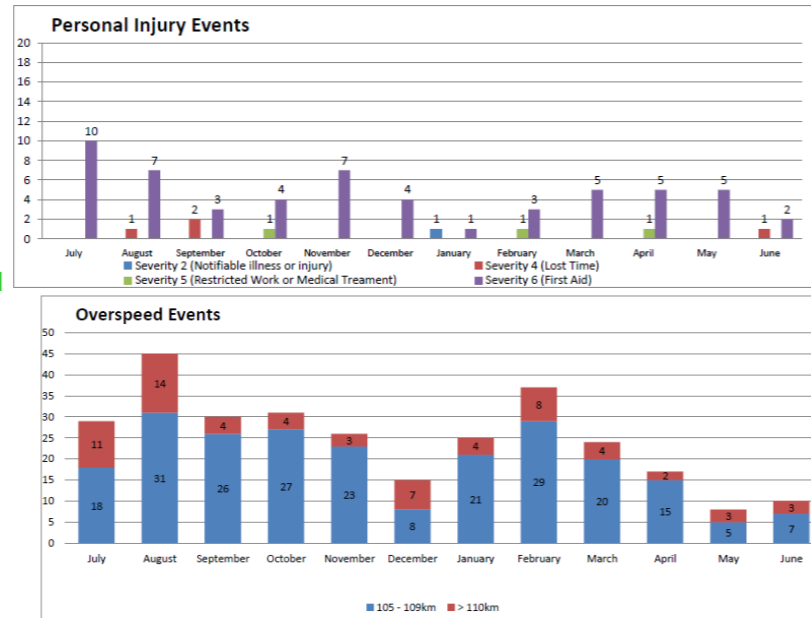
We want our "Zero Harm" culture and "Work Safe, Home Safe" vision to extend beyond the workplace. We encourage the safe and healthy practices we undertake at work to be carried out in the home and community environment. We would like to be an employer of choice as a result of our health, safety and wellbeing performance. The Zero Harm Team will be accessible and actively coach and support our people to achieve our Zero Harm vision.



Performance, gaps and targets (Key Challenges) Where are we?

2018 / 2019 Performance

- 8 Total Recordable Injuries (TRIFR)
- 334 events reported in BWare (46% reduction on 2017/2018)
- 248 Over speed events (10% reduction on 2017/2018)
- 67 Over speed events at greater than 110km (15% increase on 2017/2018)
- 1 WorkSafe NZ Notifiable Injury event
- The number of safety engagement conversations being held has increased (71% on 2017/2018)



Gaps

- We have had limited focus on Critical Risk Management
- Our document H&S Management System is fragmented
- We have low levels of hazard reporting in BWare
- We are not undertaking analysis on our event data to identify trends and opportunities for improvement
- A number of people leaders have not received safety leadership training

Reflection on activities (2018/2019) (Key Activities) How did we perform?

Theme	Rating	Key result/meaning?
People	Green	Safety Leadership Training sessions have been held with a number of People Leaders. The Safety Action Team (SAT) received Incident Investigation Training to US 17601. Work Safe, Home Safe 2019 was incorporated into the "Team Up" event with Nigel Latta focussing on individual safety responsibilities. Brad Norris from Synergy Health supported the relaunch of our Wellbeing Programme using the Tracksuit Inc. platform. Zero Harm has supported the formation of a Wellbeing Collective and a number of personal health initiatives including personal health testing and influenza vaccinations have been provided. Zero Harm was involved in the review of role position descriptions and the revised PDs now have simplified and aligned health and safety responsibilities.
Disciplined Management Systems	Orange	The Zero Harm Compliance Calendar is still to be developed. Have continued to develop our ZHSMS including PPE, Working Alone, Discomfort and Pain, Post Traumatic Event Procedures. Significant progress has been made on the reviewing current physical works contractor H&S plans. Work is ongoing with review of contractor management procedures. A new Contracted Work H&S Risk Assessment form. Work has commenced on review of our Hazard and Risk management procedures. Bware is being used to manage and track corrective actions. Hazards are being reviewed and updated in Bware. Bware training has been undertaken. The reporting of hazards remains sporadic.
Managed Risks	Green	Documented management standards developed for all four selected critical risks. Gap analysis completed for workplace violence, asbestos, on road driving and underway for hazardous substances. Four new critical risks have been selected for FY20 focus.

"Work Safe, Home Safe" 2018/2019 (Team Objectives, Tactics, Projects and Targets)

Goal	Activities	Lead	Q1	Q2	Q3	Q4
People Safety Engagement Conversation Target = 2 per Manager/Team Leader per month % of training completed in accordance with Training Needs Analysis	1. Undertake a Safety Leadership survey with all People Leaders	ZHT		█	█	
	2. Further develop and deliver Safety Leadership training programme for People Leaders	ELT/ ZHT	█	█	█	█
	3. Work Safe, Home Safe 2020 Campaign developed and deployed to all workers and councillors	ZHT		█	█	
	4. Deliver Health and Safety Rep Stage 1 Training to all SAT Reps	ZHT		█		
	5. Support and promote the activities detailed in the Wellbeing Collective 19-20 Strategic Plan	ZHT	█	█	█	█
Disciplined Management Systems Number of corrective actions >7 days overdue Audit compliance with AS/NZS ISO 45001:2018	1. Develop and deploy "Work Safe, Home Safe" Compliance Calendar	ZHT	█	█		
	2. Continue to review and further develop the Zero Harm Management System Framework to AS/NZS ISO 45001:2018	ZHT	█	█	█	█
	3. Continue to review and update Contractor Management Procedures and processes	ZHT	█	█	█	█
	4. Review current Hazard and Risk Management Procedures	ZHT	█			
	5. Develop and deliver Hazard and Risk Management Training to all teams	ZHT		█	█	█
	6. Develop and deliver Contractor H&S Management Training to Contract Managers	ZHT	█	█	█	█
	7. Review and update procedures and process to manage Volunteer Worker H&S Manage-		█	█	█	█
Managed Risks 80% of critical risk bow tie controls implemented	1. Implement Working Alone Standard and undertake risk assessments where required.	ZHT	█	█	█	
	2. Implement Bowtie Controls for Hazardous Substances, Workplace Violence, Asbestos and On Road Driving Critical Risks	ZHT	█	█	█	█
	3. Develop Critical Risk Standard and Bowtie for Working on or Near Roads	ZHT		█		
	4. Develop Critical Risk Standard and Bowtie for Working Alone	ZHT			█	
	5. Develop Critical Risk Standard and Bowtie for Stress	ZHT				█
	6. Develop Critical Risk Standard and Bowtie for Fatigue	ZHT			█	

Open Meeting

To	Waikato District Council
From	Clive Morgan General Manager Community Growth
Date	20 June 2019
Prepared by	Melissa Russo Corporate Planning Team Leader
Chief Executive Approved	Y
Reference #	GOV1301 / 2311315
Report Title	Cemeteries Bylaw approval for Consultation

I. EXECUTIVE SUMMARY

This report seeks approval to consult on the proposed amendments to the Cemeteries Bylaw 2016 (“Bylaw”) in accordance with section 82 of the Local Government Act 2002 (“Act”).

Following a review of the Bylaw in 2016, Council received feedback from the community regarding the pre purchase of burial plots (clause 6.2). Clause 6.2 limits the pre purchase of a maximum of two plots at the time of burial only. No feedback was received on any other clauses of the Bylaw.

As a result of that feedback, Council is now proposing to amend clause 6.2 of the Bylaw to allow the pre purchase of a maximum of two plots to occur at any time.

In order to determine what type of public consultation on the proposed amendment, should occur, Council is required to determine:

- I. Under section 156 of the Act, whether:
 - a. the bylaw concerns a matter identified in the Significance and Engagement Policy as being of significance interest to the public; or
 - b. there is or likely to be, a significant impact on the public due to the proposed changes to the bylaw.

The proposed amendment does not concern a matter identified in the Significance and Engagement Policy. Further, on the basis that the proposed amendment is a result of public feedback, staff do not consider the amendment to the Bylaw is likely to have a significant impact on the public. As such, it is recommended that the public consultation on the proposed amendment be carried out in accordance with section 82 of the Act instead of the special consultative procedure as required under section 83.

Section 82 is a less prescribed form of consultation than section 83 requirements, as the provision for opportunities for verbal submissions are not required and a Statement of Proposal does not need to be adopted by Council.

It is proposed that public consultation will be carried out between 21 August and 22 September 2019. In doing so, funeral directors and monumental masons will be targeted directly inviting feedback on the proposed amendments. Feedback will be able to be received from the general public through an online feedback form via our website.

2. RECOMMENDATION

THAT the report from the General Manager Community Growth be received;

AND THAT, as required under section 156 of the Local Government Act 2002, Council determine that the proposed amendment to the Cemeteries Bylaw 2016:

- (a) does not concern a matter identified in the Significance and Engagement Policy as being of significance interest to the public; or**
- (b) is not or is not likely to be a significant impact on the public;**

AND FURTHER THAT, under section 82 of the Local Government Act 2002, Council approves the commencement of public consultation on the proposed amendments the Cemeteries Bylaw 2016 between 21 August and 22 September 2019.

3. BACKGROUND

The Bylaw includes clause 6.2 which restricts the pre-purchasing of plots to be able to occur the time of burial only. A review of the Bylaw took place in 2016 and, as a result, feedback was received from the public regarding this clause.

A workshop with Council was held in late 2018 whereby the issue was discussed and amendments to clause 6.2 were suggested, allowing the pre purchasing of plots at any time up to a maximum of two plots. The proposed amendments to clause 6.2 are shown in the paragraph below.

6.2 Any person is entitled to purchase an exclusive right of burial for no more than two plots. ~~Any relative of a person who has bought such right may purchase two adjacent plots at the time of burial only.~~

4. DISCUSSION AND ANALYSIS OF OPTIONS

4.1 DISCUSSION

Approval is being sought from Council to consult with the public on the proposal to amend clause 6.2 of the Bylaw.

Under the Act, public consultation can occur either in accordance with section 82 or section 83. The decision as to which section should apply must be made by Council through consideration as to the significance of the proposal.

If public consultation is approved, submissions would be received between 21 August and 22 September 2019.

4.2 OPTIONS

1. Determine the proposed amendment to the Bylaw:
 - (a) does not concern a matter identified in the Significance and Engagement Policy as being of significance interest to the public; or
 - (b) will not have a significant impact on the public;

And approve public consultation to take place in accordance with section 82 of the Act as proposed.

This option is recommended as the proposed amendment is not considered to be significant.

2. Determine the proposed amendment to the Bylaw:
 - (a) concerns a matter identified in the Significance and Engagement Policy as being of significance interest to the public; or
 - (b) will have a significant impact on the public;

And approve consultation to occur by way of special consultative procedure to take place in accordance with section 83 of the Act and adopt the Statement of Proposal as appended to this report.

This option is not recommended as the proposed amendment is not considered to be significant.

5. CONSIDERATION

5.1 FINANCIAL

There are no financial implications of the proposed amendments to the bylaw as consultation resourcing will be funded through existing budgets however consultation under section 83 requires more resourcing by way of staff time than that of consultation under section 82. This additional resourcing would be required to organise and facilitate the hearing of verbal submissions.

5.2 LEGAL

Determination of Significance

In order to determine whether public consultation of the proposed amendment should occur under section 82 or section 83 of the Act, Council must establish (in accordance with s156) whether:

- a. the bylaw concerns a matter identified in the Significance and Engagement Policy as being of significance interest to the public; or
- b. there is or likely to be, a significant impact on the public due to the proposed changes to the bylaw.

The Significance and Engagement Policy (“Policy”) provides guidance on how to determine the level of significance of an issue and the appropriate levels of public engagement. Generally, the greater the significance of an issue, the greater the need for community engagement.

The Policy sets out the matters which must be taken into account when assessing the degree of significance of a proposal or decision and includes:

- Whether there is a legal requirement for engagement with the community;
- Whether the proposal or decision will affect a large portion of the community;
- The likely impact on present and future interests of the community, recognising Maori culture values and their relationship to land and water;
- Whether community interest is high;
- Whether the likely consequences are controversial;
- Whether the community views are already known, including the communities preferences about the form of engagement; and
- The form of engagement used in the past for similar proposals and decisions

The proposed amendment is not considered to be significant under the Policy as the amendment itself is minor and is a direct result of feedback from the community which was received during the review of the Bylaw. Members of the community indicated that they wished to be able to pre purchase burial plots at any time, rather than be limited to only the time when a person is to be buried.

If Council determines that the proposed amendment is not of significance, standard public consultation under section 82 of the Act can occur. Under section 82, Council is not required to provide opportunities for oral submissions, or adopt a Statement of Proposal.

If Council determine the proposal to be of a higher significance (either in accordance with the Policy or simply because the amendment is or is likely to have a significant impact on the public), consultation must be carried out in accordance with section 83 of the Act. Consultation under the Special Consultative Procedure (section 83) requires Council to:

- Adopt a Statement of Proposal including information regarding Council’s consideration of the matters referred to in section 155 of the LGA.
- Provide an opportunity for people to make oral submissions (this will require Council to facilitate a public hearing).
- Consultation be for no less than one month

Requirements for Special Consultative Procedure (section 83 of the Act)

If Council considers that the proposed amendment to the Bylaw should be subject to the special consultative procedure under section 83 of the Act, section 86 of the Act provides that additional information must be included in the Statement of Proposal. The additional information required is a report on any determinations made by Council under section 155 of the Act.

Section 155 of the Act requires Council to determine whether the proposed bylaw:

- a. is the most appropriate way of addressing the problem or perceived problem;
- b. is the most appropriate form of bylaw; and
- c. gives rise to any implications under the New Zealand Bill of Right Act 1990.

a. Most appropriate way to addressing the problem or perceived problem

This will have been considered and determined at the time the Bylaw was adopted by Council and is not required to be reconsidered when making amendments.

b. Most appropriate form of bylaw

The proposed amendments to the Bylaw align with the feedback received from the community in response to the review of the Bylaw and are therefore considered to be the most appropriate form.

c. Implications under the New Zealand Bill of Rights Act 1990

Section 155(2) of the Act requires the Council to determine whether the proposed bylaw gives rise to any implications under the New Zealand Bill of Rights Act 1990. No bylaw may be inconsistent with this legislation.

The New Zealand Bill of Rights Act 1990 details a number of rights and freedoms in relation to life and security of people.

It is considered that the proposed amendment to the Bylaw is not in conflict with, or gives rise to any implications under the New Zealand Bill of Rights Act 1990. The proposed amendment will simply allow the pre purchase of plots at any time, not limit it to when a person is to be buried.

The amendment has been proposed in response to feedback received from our communities.

5.3 STRATEGY, PLANS, POLICY AND PARTNERSHIP ALIGNMENT

Nil.

5.4 ASSESSMENT OF SIGNIFICANCE AND ENGAGEMENT POLICY AND OF EXTERNAL STAKEHOLDERS

Highest levels of engagement	Inform	Consult	Involve	Collaborate	Empower
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If the Council determines the proposal is not significant in relation to the Significance and Engagement Policy, consultation under section 82 of the Act will follow.					

	<p>Contact will be made with funeral director and monumental masons within the district inviting them to make a submission. Contact will also be made with those who have provided feedback on clause 6.2.</p> <p>Notices will be placed in local papers and information will be available on Council's website inviting those interested to make a submission.</p>
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State below which external stakeholders have been or will be engaged with:

Planned	In Progress	Complete	
		Y	Internal
Y			Community Boards/Community Committees
			Waikato-Tainui/Local iwi
			Households
Y			Business
Y			Other: Funeral directors/monumental masons

6. CONCLUSION

Approval is sought from Council to commence public consultation on the proposed amendment to clause 6.2 of the Cemeteries Bylaw.

The amendment proposed enables members of the public to pre-purchase a maximum of two plots at any time instead of the current arrangement which limits purchasing of plots to occur only at the time of burial.

The amendment arises from feedback received from the public as a result of a review of the Cemeteries Bylaw and is considered to be minor.

It is recommended that public consultation under section 82 of the LGA commence on 21 August.

7. ATTACHMENTS

Appendix 1 – Statement of Proposal including the Proposed Cemeteries Bylaw 2016 (NOTE: only required if consultation undertaken under section 83 of the Act (Option 2 above)).

Appendix 2 – Submission form



**HAVE
YOUR SAY
ON THE
PROPOSED
CHANGES**

STATEMENT OF PROPOSAL

**AMENDMENTS TO THE
CEMETERIES BYLAW 2016**

waikatodistrict.govt.nz

0800 492 452

This Statement of Proposal is made for the purposes of Sections 83, 86 and 156 of the Local Government Act 2002.

IT INCLUDES:

- Background to the proposal
- Reasons for the proposal
- Summary of the proposed changes
- Relevant determinations
- Have Your Say' details

BACKGROUND

In 2016, Council undertook a review of their Cemeteries Bylaw. Part of this review included clause 6.2, which restricts the pre-purchasing of plots only to when a relative is to be buried and restricting the number of plots that can be purchased to two.

Clause 6.2 of the Cemeteries Bylaw 2016 - *In cemeteries where plot pre-purchase is available a person is entitled to purchase the exclusive right of burial for no more than two plots. Any relative of a person so buried may, at the time of burial, purchase two adjacent plots at the time of burial only.*

At the time the bylaw was drafted there was lack of available land within our cemeteries and there was a potential risk that a large portion of our cemeteries could be allocated and not utilised. Therefore, this would increase the need to purchase additional land for future cemeteries.

The decision to include this clause was in response to addressing an instance whereby eight plots were pre-purchased at a single time. It is now considered that this instance was a one-off and the likelihood of it happening again is low.

Since the bylaw came into force on 11 July 2016 Council has received feedback relating to clause 6.2. In response to this feedback Council is undertaking a review with the intention to amend the bylaw.

KEY CHANGES WE'RE PROPOSING TO MAKE



- Key change 1 - amend clause 6.2 to remove restrictions on when plots can be pre-purchased



KEY CHANGE 1

Here's a summary of the key changes we're proposing to make

What we're doing now

Under the current bylaw, the pre-purchasing of plots can occur only at the time of the burial of a relative. The number of plots that can be pre-purchased is limited to two.

What we're proposing

In response to feedback received from the public, Council is undertaking a review with the intention to amend the bylaw, enabling the public to pre-purchase plots at any stage and leave the two plot purchase restriction in place.

RELEVANT DETERMINATIONS

Most appropriate way to addressing the perceived problem

Council determine the most appropriate way to address the perceived or actual problem (being able to pre purchase plots at time of burial only) is by amending clause 6.2 of the bylaw removing the wording:

Any relative of a person so buried may, at the time of burial, purchase two adjacent plots at the time of burial only.

Most appropriate form of bylaw

The proposed amendments to the Bylaw align with the feedback received from the community and therefore consider the proposal to be the most appropriate form of bylaw.

Implications under the New Zealand Bill of Rights Act 1990

Section 155(2) of the Act requires the Council to determine whether the proposed bylaw “gives rise to any implications under the New Zealand Bill of Rights Act 1990”. No bylaw may be inconsistent with this legislation.

The Bill of Rights Act 1990 details a number of rights and freedoms in relation to life and security of people.

Council determine the proposed amendments to the Bylaw to not be in conflict or give rise to any implications under the New Zealand Bill of Rights Act 1990. The proposed amendments will simply allow the pre purchase of plots at any time, not only when a relative is to be buried.

SUBMISSIONS CAN BE:

ONLINE:

www.waikatodistrict.govt.nz/sayit



POSTED:

Waikato District Council
Private Bag 544
Ngaruawahia 3742



DELIVERED:

Waikato District Council
Attn: Corporate Planner
15 Galileo Street, Ngaruawahia 3742



EMAILED:

consult@waidc.govt.nz
Subject heading should read:
"Cemeteries Bylaw – Submission"



Huntly Office
142 Main Street, Huntly 3700

Raglan Office
7 Bow Street, Raglan 3225

Tuakau Office
2 Dominion Rd, Tuakau 2121

Te Kauwhata Office
1 Main Road, Te Kauwhata 3710

WHAT HAPPENS NEXT?

Council will acknowledge each submission received in writing, either by letter or email.

Following the closing of submissions on 22 September 2019, all submissions will be reviewed. Verbal submissions will be heard and all submissions formally considered at a Council meeting in September (or as soon thereafter as possible).

This meeting is open to both submitters and the public to attend.

IMPORTANT DATES TO REMEMBER:

SUBMISSIONS OPEN – 21 August 2019

SUBMISSIONS CLOSE – 22 September 2019

HEARING OF SUBMISSIONS – October (actual date to be confirmed)

If you have any further queries or would like further copies of the proposed Bylaw, please contact
Jodi Bell-Wymer on 0800 492 452.

Waikato District Council

Proposed Cemeteries Bylaw 2016

This Bylaw of the Waikato District Council is made pursuant to the Local Government Act 2002 and the Burial and Cremation Act 1964 and their respective amendments and all other relevant powers, hereby makes the following bylaw.

Introduction

1.0 Short title, commencement and application

- 1.1 The bylaw shall be known as the 'Waikato District Council Cemeteries Bylaw 2016'.
- 1.2 The bylaw shall apply to the Waikato District.
- 1.3 The Bylaw shall come into force on the date of adoption.

2.0 Revocation

The following bylaws are hereby revoked from the day this new bylaw comes into force: 'Waikato District Council Cemeteries and Crematoria Bylaw 2008' and 'Franklin District Council Cemeteries Bylaw 2008'.

3.0 Purpose

To enable the Council to regulate activities and set standards for the operation of cemeteries under the control of the Council.

4.0 Definitions

For the purposes of this Bylaw, the following definitions shall apply, unless inconsistent with the context:

Authorised Officer	means any person appointed by the Council to act on its behalf and with its authority
Beam	means a concrete strip that marks plot row and number and in which a headstone or plaque is placed.
Burial	means interment of a body, remains or ashes
Cemetery	means any cemetery vested in or under the control of Council and dedicated as a cemetery.
Council	means the governing body of the Waikato District Council or any person delegated to act on its behalf.
Disinterment	means the removal of a body (or remains of a body) buried in any cemetery.
Exclusive right of burial	means a right that may be purchased from the Council which grants

the purchaser and his or her successor, the exclusive right of burial in a designated burial plot for a specified number of years; and

1. does not create an ownership interest in the designated plot; and
2. lapses in accordance with section 10 of the Burial and Cremation Act 1964.

Grave	means the area where the body of a deceased person is, or their ashes, are buried.
Headstone	means a memorial that projects above the ground.
Interment	means the burial of a body or ashes in a plot.
Lawn cemetery	means a grass lawn cemetery where no headstones project above the ground.
Non-operational cemetery	means a cemetery that has been closed by a closing order, but may accept future ash interments.
NZS 4242: 1995	means the New Zealand Standard for Headstones and Cemetery Monuments.
Operational cemetery	means a cemetery that is accepting of new interments.
Plot	means a specified area set aside for the burial of a casket or ashes.
Sexton	means any person appointed by the Council to manage the day to day activities of any cemetery under its jurisdiction.

5.0 Burials

5.1 Before a burial may take place, an application for interment must be lodged with the Council.

5.2 The application must be accompanied by:

- a) a medical certificate or coroner's authorisation, as applicable;
- b) written permission from the owner of the exclusive right of burial in respect of a plot, where applicable;
- c) payment of the burial fees set by the Council.

5.3 Burials must take place:

- a) in a specific plot in respect of which an exclusive right of burial has been purchased; or
- b) in a plot chosen by the Council if no exclusive right of burial has been purchased.

6.0 Exclusive right of burial

6.1 An exclusive right of burial may be sold by the Council and may be held for sixty years. The Council will not re-purchase any presold plots.

6.2 Any person is entitled to purchase an exclusive right of burial for no more than two plots. ~~Any relative of a person who has bought such right may purchase two adjacent plots at the time of burial only.~~

6.3 Where doubt of ownership of an exclusive right of burial exists, the Council may satisfy itself, that the use of the respective plot is authorised.

6.4 The Council will not sell the exclusive right of burial in respect of any plots located in cemetery areas reserved exclusively for the burial of deceased persons who have served in Her Majesty's Forces.

7.0 Notification of burial

7.1 Interments may take place between the hours of 10.00am and 3.30pm on Mondays to Fridays inclusive, and between 10.30am and 2.30pm on Saturdays. On Sundays and public holidays, cemeteries are closed for all interments.

7.2 Burials may take place outside these times by prior arrangement with Council.

7.3 Notification of an intended burial must be given to the Council not less than eight working hours prior to the time of burial. If less notice is given, an extra charge may be imposed by the Council.

8.0 Plots and graves

8.1 Only the Sexton is authorised to dig a grave.

8.2 The Council requires prior notification if a person, or persons, wish to fill any grave.

8.3 The minimum depth of cover for any casket must be not less than 800mm.

8.4 A maximum of two deceased persons may be buried in any one plot.

8.5 A grave may be reopened for subsequent burial(s) where consent is given by the Council and:

- a) by the owner of the exclusive right of burial, or their representative; and
- b) the relevant prescribed form is provided to the Council.

9.0 Ashes

9.1 A maximum of eight urns containing ashes that may be buried in any burial plot, or a maximum of two urns may be buried in an ashes plot.

9.2 Ashes may not be scattered in any cemetery.

10.0 Disinterments

10.1 The disinterment of a body, or remains of a body, must be conducted in accordance with sections 51 and 55 of the Burial and Cremation Act 1964.

10.2 If a grave has become empty due to disinterment, and there is no exclusive right of burial, that plot will revert back to the Council and the Council will not make any refund of the cost of that burial plot.

11.0 Memorials and adornments

11.1 Prior to the installation of any memorial, an application for a memorial must be submitted to the Council, together with:

- a) proof of an exclusive right of burial for the respective plot; and
- b) payment of the relevant fee set by the Council.

- 11.2 Memorials must:
- a) cover no more than two plots, provided the respective exclusive burial rights are owned by the same owner;
 - b) limit inscriptions to the front of the memorials for double beam areas;
 - c) be set in a way approved by Council.
- 11.3 Memorials and the associated plots must be kept in good order and repair by the holder of the exclusive right of burial, or their successor.
- 11.4 Only a Monumental Mason who complies with the Council's Health and Safety requirements, and preferably a member of the New Zealand Master Monumental Masons Association may undertake work associated with any monument.
- 11.5 Subject to the provisions of the Burial and Cremation (Removal of Monuments and Tablets) Regulations 1967, the Council may remove any installation of any kind that falls into a state of decay or disrepair.
- 11.6 No above-ground memorials, including railing or fencing, must be placed in grounds designated as lawn cemeteries.
- 11.7 Removal of any memorial must be approved by the Council using the relevant prescribed forms and accompanied by proof of exclusive right of burial for that plot.
- 11.8 The Council may remove any unauthorised memorials from the Cemetery.
- 11.9 Adornments, including wreaths and floral tributes, may be placed on a plot for up to twenty-eight days following an interment. After this time, all adornments will be relocated to the concrete beam. Any adornments added after this time must be duly placed in approved receptacles, or on the concrete beam.
- 11.10 Adornments must not inhibit the proper maintenance of the Cemetery or other graves.
- 11.11 Breakable jars, vases or receptacles must not be used as flower containers.
- 11.12 The Council may remove unapproved receptacles, ornaments or memorabilia from graves at any time to facilitate the maintenance of those graves.
- 11.13 In areas set aside as a lawn cemetery, a plaque must be placed centrally on the beam opposite the associated plot.
- 11.14 All foundations for kerbs, tombstones, headstones, monuments, vaults and any other above-ground structure, must be constructed to the satisfaction of the Council and in compliance with the New Zealand Headstones and Cemetery Monuments NZS 4242:1995 or its subsequent amendments or replacement, subject to the following restrictions:
- a) No memorial stone, fence or enclosure must exceed 1200mm in height.
 - b) In any areas that are designated as Services Cemeteries – all monuments and headstones must be constructed in accordance with the requirements of Veterans' Affairs New Zealand.
- 11.15 Any headstone or other monument, which in the opinion of the Council is offensive, may be removed at the direction of the Council.

- 11.16 No Monumental Mason or other person must remove any kerb, headstone, monument or tablet from any Cemetery without permission from the Council.
- 11.17 Any authorised person erecting or repairing any headstone or monument must remove all excess materials, tools and equipment from the cemetery on completion of the works and leave the site in a tidy state.

12.0 Ground maintenance

- 12.1 The holder of an exclusive right of burial or must ensure that:
- a) memorial placed on the respective are maintained and secure;
 - b) memorials do not inhibit regular maintenance of the Cemetery.
 - c) kerbs and enclosures are kept in good order.
- 12.2 No person must plant any tree, shrub, plant or other vegetation in the Cemetery.
- 12.3 The Council may cut or remove any vegetation planted in the Cemetery at its discretion.
- 12.4 Any person installing or attending any work in a cemetery must withdraw for the duration of a nearby funeral service, or at the direction of the Council.
- 12.5 Any person using a footpath or roadway in the Cemetery for the purpose of mixing cement or mortar must do so on a proper mixing board or in a manner approved by the Council.

13.0 Records

- 13.1 The Council will keep plans showing areas available for burial and burial plots available for purchase. These plans may be inspected at the Council's offices during office hours or on the Council's website.

14.0 Poor persons

- 14.1 Where application is made to the Council for the interment or of any deceased poor person, the applicant shall, on making such application, provide to the Council a duly signed certificate certifying that such deceased person has not left sufficient means to pay the ordinary charge of interment or cremation fixed by this part of the bylaw, that the cost of burial is not covered by any Accident Compensation entitlement and that his/her relatives and friends are unable to pay the same.

15.0 Vehicles in Cemeteries

- 15.1 Vehicles must use designated roadways and car parks within a Cemetery.
- 15.2 Vehicles may only access cemeteries from:
- a) 7.00 am to 8.30pm during the months of October to the end of March;
 - b) 8.00am to 5.00pm during the months of April to the end of September;
- 15.3 The speed limit in all cemeteries is 20km/hr unless notified otherwise.

16.0 Dogs and Horses

16.1 No person must take horses or dogs into a Cemetery.

17.0 Nuisance

17.1 No person shall, in or near any part of a Cemetery, prevent, interrupt or delay a burial.

17.2 No person shall, in or near any part of a Cemetery, cause a nuisance or annoyance to persons who are lawfully in Cemetery, or who are approaching a Cemetery for a lawful purpose.

18.0 Advertising

18.1 No person shall within any Cemetery advertise or solicit any order or custom from any person for any work in connection with a Cemetery or for the sale preparation, or supply of any article, material, or thing to be set up, affixed, placed or used in a Cemetery.

18.2 No person shall without the consent of a funeral director, or a special permit in writing for the occasion from the Council, take any photographs or moving images at a funeral.

19.0 Safety

19.1 All persons, whether Council employees or staff of funeral directors, shall take all necessary steps to ensure that any Cemetery is a safe site at all times, and particularly during any funeral or burial.

19.2 All necessary warning signs, protective barriers and other protective means shall be put in place prior to the commencement of any funeral or burial.

19.3 No person, other than the Council or Sexton, or their duly authorised representatives, shall fill in any grave.

20.0 Fees and Charges

20.1 The Council may prescribe fees and charges for burials and disinterments, the purchase of exclusive rights of burial, headstone erections and other services. These fees will be included in the Council's Fees and Charges Schedule. A copy of fees and charges will be available from the Council's website, office or any customer service centre.

20.2 No burial warrant will be issued until all fees have been paid or satisfactory arrangements have been made for the payment of fees.

21.0 Offences

21.1 Any person commits an offence against this bylaw who does or omits or causes to be done or omitted any act contrary to the provisions of this bylaw

22.0 Penalties

22.1 Any person who commits an offence against this bylaw is liable to a fine not exceeding \$20,000.00

23.0 General

23.1 Any resolution of the Council may be amended, rescinded or reinstated by a further resolution of the Council.

This bylaw was made pursuant to a resolution passed by the Waikato District Council on **Add Date**.

THE COMMON SEAL of WAIKATO DISTRICT COUNCIL was hereto affixed in the presence of:

Mayor

Chief Executive

Open Meeting

To	Waikato District Council
From	Roger MacCulloch Acting General Manager Service Delivery
Date	24 July 2019
Prepared by	Josh Crawshaw, Reserves Planner Eric Hamilton, Contract Reserves Planner
Chief Executive Approved	Y
Reference #	CCL2019
Report Title	Adoption of The Point and Kiingitanga Reserve Management Plan

I. EXECUTIVE SUMMARY

Council has undertaken the review of The Point and Kiingitanga Reserve Management Plan (RMP) in accordance with section 41 of the Reserves Act 1977 (the Act). This is the first review of the RMP since it was developed and adopted by Council in 1998.

Review of the RMP occurred under section 83 of the Local Government Act 2002 (LGA) – special consultative procedure and involved two-phased public consultation that began in May of 2017 and concluded in March 2019. Submissions to the plan were heard at a public hearing in April 2019.

During deliberations, the hearings panel, in consideration of submissions that had been received on the draft RMP, instructed staff to conduct additional consultation with iwi, local hapu and marae, and mana whenua. The purpose of this additional consultation was to ensure the plan adequately considered and reflected iwi and community outcomes.

Additional consultation with mana whenua has identified a desire to return to the original name of The Point - Te Huinga o Ngaa Wai, “the meeting/gathering of the waters”. The hearings panel has recommended this review process be undertaken as a separate activity and reported to Council at a future date.

It is recommended that the plan be adopted by Council.

2. RECOMMENDATION

THAT the report from the Acting General Manager Service Delivery be received;

AND THAT the minutes of the meeting of the Infrastructure Hearings Panel held on Monday 29 April and Wednesday 10 July (attachment 3 of the staff report) be received;

AND FURTHER THAT Council adopt The Point and Kiingitanga Reserve Management Plan as amended (attachment 1 to this staff report).

3. BACKGROUND

Management plans are mandatory under the Reserves Act 1977 (the Act) for certain classes of reserve land. The plans are developed through a formal community consultation and hearings process.

In June 2014, Council adopted a position on the process for development of management plans. This position involves the production of grouped plans by reserve type and individual plans for key reserves. Council's Parks Strategy 2014 identifies the various reserve types. Reserve Management Plans fit within the Parks Strategic Work Programme (Attachment Three).

The Point Reserve Management Plan was first prepared in 1998. This is the first review of this plan and also the first of the individual reserve management plans being prepared covering key reserves throughout the district. The Point, including Kiingitanga Reserve, is a key historic large open space area used by both local communities and visitors for casual recreation, play, relaxation, and community activities / events. This area links to Te Awa and Waipa river walkways, and is close to the Haakarimata Walkway.

In early May 2017 public notices were placed in newspapers districtwide and on Council's website calling for suggestions as to what should be included within The Point Reserve Management Plan. Feedback was received from 10 parties and this feedback was collated and included in a draft plan for public consultation.

In December 2018 a draft plan was approved by Council for community consultation. Consultation was undertaken during a two month period ending mid-March 2019. A total of 18 submissions were received, with 4 organisations speaking to their submission at a public hearing held on 29 April 2019.

4. DISCUSSION AND ANALYSIS OF OPTIONS

4.1 DISCUSSION

Following the adjournment of the The Point RMP hearing on 29 April 2019, the Reserve Planners held further meetings with submitters to the RMP. Discussion at these meetings covered a variety of matters, of particular note are the proposed return to the original name of The Point to Te Huinga o Ngaa Wai (initially proposed by Te Whakakitenga o Waikato incorporated in their submission to the draft plan), and the process for any future consultation on The Point with local hapu and mana whenua.

Discussions are summarised as follows:

- Meeting with Tuurangawaewae Marae – represented by Glenda Raumati.
 - The Marae was supportive of the recognition of the original name of Te Huinga o Ngaa Wai be used for this reserve and have asked that the name is supported/cross referenced through multiple sources.
 - Tuurangawaewae wish to be included as a key stakeholder in relation to any management/discussion/development of Te Huinga o Ngaa Wai/The Point.
- Meeting with Ngaa Uri o Tamainupo – Kimai Huriama.
 - Ngaa Uri o Tamanupo have identified that they are mana whenua to the area known as The Point and Kiingitanga through their lineage.
 - Ngaa Uri o Tamanupo are in the process of forming a MoU with Council.
 - The wider Point area was one of their paa areas and they have detailed korero explaining their whakapapa to the area, through their tuupuna Pootatau and Te Wherowhero.
 - They are supportive of the original name of Te Huinga o Ngaa Wai be use for this reserve and have asked that the name is supported/cross referenced through multiple sources.
 - Ngaa Uri o Tamainupo wish to be included as a key stakeholder in relation to any management/discussion/development of Te Huinga o Ngaa Wai/The Point and Kiingitanga.
- The hearing panel have recommended that the proposed name recognition /change to “Te Huinga o Ngaa Wai – The Point” to be undertaken as a separate process to the management plan, after further consultation with hapu and community have been completed. The outcomes of this will form part of a future report to Council.
- Leases for buildings:
 - Rowing Club building – the Hamilton Rowing Club have a current lease to this building.
 - Squash Club building – the Ngaruawahia Squash Racquets Club, have no current lease and a new lease will be entered into.
 - Amenity building – Huntly District Kennel Association, lease expired 2016. The hearing panel deliberated on this and identified that the lease of this building was not appropriate and their occupation of this facility did not add value to the reserve.
- Develop future detailed concept plans for both The Point and Kiingitanga Reserves, incorporating input from hapu, marae and community to meet reserve values and expectations.

4.2 OPTIONS

Council may choose to adopt the RMP in accordance with the recommendation of the hearings panel. Alternatively, if Council resolves to make further amendments to the Plan this will trigger a requirement to undertake another round of public consultation.

5. CONSIDERATION

5.1 FINANCIAL

The financial implication of undertaking this process has been accounted for within existing budgets.

5.2 LEGAL

Joint Management Agreement

Waikato District Council has entered into a Joint Management Agreement (JMA) with Te Whakakitenga o Waikato Incorporated (previously Waikato-Tainui Te Kauhanganui Incorporated) in its capacity as trustee of the Waikato River Trust. In Schedule D to the Joint Management Agreement, the parties agree that early engagement and enhanced discussion in matters relating to land management, acquisition and disposal of land would be of benefit to the parties and the community.

Schedule E to the JMA (Authorised Customary Activities – Reserves, Lakes and Streams) sets out how Council will engage with Waikato-Tainui in respect of the management plan process. Prior to drafting of the plan a meeting was held with a representative of Waikato Tainui to discuss the project and initiate engagement with iwi.

Reserves Act 1977

The Reserves Act governs the management of reserves and the review of The Point and Kiingitanga Reserve Management Plan has followed the clauses of Section 41 of the Act.

5.3 STRATEGY, PLANS, POLICY AND PARTNERSHIP ALIGNMENT

The Significance and Engagement Policy provides at Schedule I a list of Waikato District Council's strategic assets, which identifies reserves listed and managed under the Reserves Act 1977 as strategic assets.

The Policy requires Council to take into account the degree of importance and determine the appropriate level of engagement, as assessed by the local authority, of the issue, proposal, decision or matter, in terms of the likely impact on and, consequence for:

- (a) The district or region;
- (b) Any persons who are likely to be particularly affected by, or interested in, the issue, proposal, decision or matter;
- (c) The capacity of the local authority to perform its role, and the financial and other costs of doing so.

5.4 ASSESSMENT OF SIGNIFICANCE AND ENGAGEMENT POLICY AND OF EXTERNAL STAKEHOLDERS

(Ascertain if the Significance & Engagement Policy is triggered or not and specify the level/s of engagement that will be required as per the table below (refer to the Policy for more detail and an explanation of each level of engagement):

Highest levels of engagement	Inform	Consult	Involve	Collaborate	Empower
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Tick the appropriate box/boxes and specify what it involves by providing a brief explanation of the tools which will be used to engage (refer to the project engagement plan if applicable).</i>	<p>As per the Significance and Engagement Policy, consultation on The Point and Kiingitanga Reserve Management Plan was a legal requirement.</p> <p>All key identified parties with an interest in these reserves were notified via a letter that Council was seeking feedback of The Point and Kiingitanga Reserve Management Plan</p> <p>The Reserves Act outlines the process by which consultation is to be undertaken with the community.</p>				

Planned	In Progress	Complete	
		Complete	Internal
		Complete	Community Boards/Community Committees
	Ongoing		Waikato-Tainui/Local iwi (provide evidence / description of engagement and response)
		Complete	Households
			Business
		Complete	Other Please Specify - lessees

6. CONCLUSION

The Point and Kiingitanga Reserve Management Plan have been prepared in accordance with the Reserves Act, and the public consultation phase has been completed with a hearing on 29 April 2019.

Following the hearing for this RMP, staff have completed additional work which has included further discussions with iwi, hapu and mana whenua, and additional clarification of the leases currently held at The Point at the recommendation of the hearings panel.

The hearings panel have recommended for Council to adopt the plan, including any minor grammatical amendments, at their August 2019 meeting.

7. ATTACHMENTS

The following are attached as appendices to this report:

- Attachment 1 – The Point and Kiingitanga Reserve Management Plan
- Attachment 2 – Table of recommendations from Reserve Management Plan hearing 29 April 2019
- Attachment 3 – Minutes of Infrastructure Hearings Panel – Monday 29 April 2019

The Point Reserve & Kiingitanga Reserve Management Plan



August 2019

This Reserves Management Plan has been prepared by Waikato District Council (the Council) under the provisions of the Reserves Act 1977 Section 41.

Adopted on [date to be inserted]

Process timeline

Call for suggestions	May 2017
Draft Management Plan released for submissions	January 2019
Submissions closed	March 2019
Hearing	April 2019

Management plan adopted

[date to be inserted]

Contents

1.0	Purpose of this plan	2
1.1	Relationship With Other Council Documents.....	2
1.2	Waikato-Tainui Joint Management Agreement.....	3
1.3	Council and Delegations.....	4
1.4	Implementation.....	4
1.5	Legal Status.....	5
2.0	The Point and Kiingitanga Reserve	7
2.1	Historical Significance.....	9
2.2	Uses and Values.....	13
3.0	The Point - Goals and Objectives	14
3.1	Te Huinga o Ngaa Wai -	14
3.2	Nga Taonga Tuki Iho - Cultural and Historic Values.....	15
3.3	Nga Takaro Puangi - Recreation and Leisure.....	15
3.4	Rangapu - Partnerships.....	17
3.5	Whakatapoko - Accessibility.....	17
4.0	The Point - Objectives and Policies	18
4.1	Objectives.....	18
4.2	Policies.....	18
5.0	Kiingitanga - Goals and Objectives	22
5.1	Nga Taonga Tuki Iho - Cultural and Historic Values.....	22
5.2	Nga Takaro Puangi - Recreation and Leisure.....	23
3.3	Rangapu - Partnerships.....	23
3.4	Whakatapoko - Accessibility.....	24
6.0	Kiingitanga - Objectives and Policies	25
6.1	Objectives.....	25
6.2	Policies.....	25
7.0	Implementation	28
	Appendix 1: Legal Descriptions.....	29
	Appendix 2: Heritage New Zealand Historic Place Listings.....	29
	Appendix 3: Te Huinga o Ngaa Wai – background information.....	30
	Appendix 4: List of Policies included in General Reserves Management Plan.....	32

1.0 Purpose of this plan

The Point and Kiingitanga Reserves, are key heritage areas of Ngaaruawaahia. These two adjacent reserves provide recreation and leisure opportunities for residents and visitors, as well as being highly valued for their cultural heritage and landscape features and values.

This reserve management plan provides direction for the future management, cultural development and use of these reserve areas.

The Reserves Act 1977 requires the preparation of this management plan. Reserves Act management plans are an important park management tool. Management plans are developed in consultation with park users, community and key stakeholder groups, with consideration to current management of a reserve. A management plan will provide for continuity between legislative requirements, council plans and policies, and the day-to-day operation of a reserve.

A management plan for The Point and Kiingitanga Reserves (previously known as the Octagon) was first prepared in 1998. This is the first review of the original plan.

When adopted, this management plan and the Waikato District Council's General Policies Reserve Management Plan 2015 will replace any previously prepared reserve management plan.

This management plan will be kept under continuous review to ensure that the policies are appropriate and relevant for The Point and Kiingitanga Reserves, with a comprehensive review should take place every five years.

Where identified in this plan, The Point Reserve will be referred to as "The Point", and Kiingitanga Reserve will be referred to as "Kiingitanga".

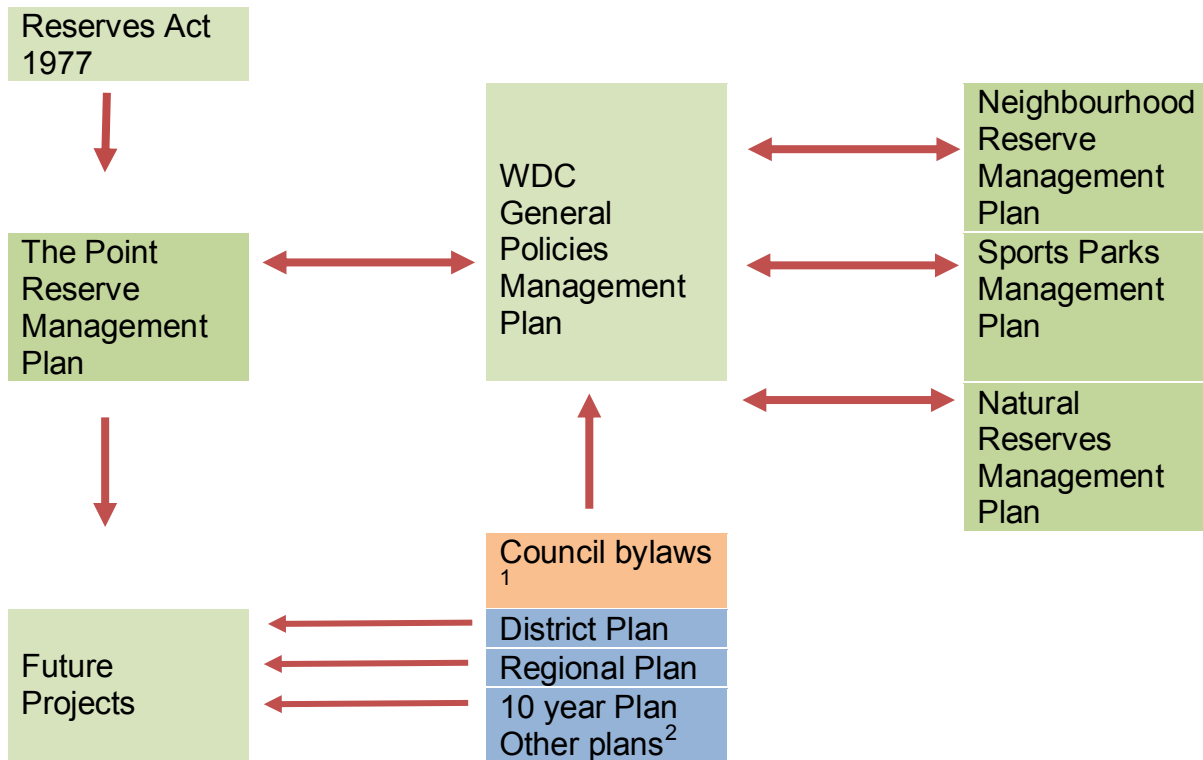
1.1 Relationship With Other Council Documents

The plan has been aligned to, and is informed by Councils current plans and policies, including the Long Term Plan and District Plan, and Council bylaws.

The District Plan may require a resource consent for activities or structures not identified in this plan, and require consultation with affected parties such as local hapu and Heritage New Zealand Pouhere Taonga.

This management plan is to be read in conjunction with the Waikato District Council "General Policies Reserve Management Plan".

The General Policies apply to all reserves within the Waikato district. Where there is a conflict between the general policies contained within the General Policies Reserve Management Plan and the specific policies contained within this plan, the specific policies will take precedence.



1.2 Waikato-Tainui Joint Management Agreement

Council and Waikato-Tainui have entered into a Joint Management Agreement in accordance with the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010. The agreement acknowledges that Council has rights and responsibilities with regard to management of reserves under Reserves Act 1977.

The agreement also acknowledges that Council has a requirement to consult to determine appropriate management of Crown land under Council control and to consider how management decisions may impact on any future return of the land to Waikato-Tainui.

In accordance with the Waikato Raupatu Claims Settlement Act 1995, Council has informed the Waikato Raupatu River Trust of its intention to prepare a reserve management plan and has discussed the scope of the reserve management plan.

¹ Current (2019) Bylaws include: Dog Control Bylaw 2015, Freedom Camping Bylaw 2016, Public Places Bylaw 2016, Reserves and Beaches Bylaw 2016.

Current Council Policies include: Activity Management Policy, Bi Lingual Sign Policy, District Tree Policy, Heritage Policy, Plaques, Memorial and Monuments Policy

² Current Council plans/strategies include: Parks Strategy, Playground Strategy, Toilet Strategy

1.2.1 Waikato -Tainui Hapu Agreements

Through the process of consultation, Council acknowledges the relationship between various Waikato-Tainui hapu with The Point and Kiingitanga Reserves.

The following hapu and marae have identified their relationship to The Point and/or Kiingitanga, and have or will formalise this through a memorandum of understanding (MoU) with a primary goal of ensuring that they and Council will actively engage with each other in good faith on issues affecting these land areas and their outcomes.

- a. Nga uri o Tamainupo
- b. Tuurangawaewae Marae

1.3 Council and Delegations

The Minister of Conservation has delegated a number of procedural and decision-making responsibilities to Council under the Reserves Act 1977. These delegations are made to “Council as a whole” and cannot be delegated to committees of Council or staff. Such decisions that must be made by a meeting of the full Council (Council as a whole) include adoption of reserve management plans, classification of reserves and granting of leases.

Council has obligations and responsibilities through any MoU’s with hapu / marae, which may include delegations and responsibilities.

Other decisions, such as approval for events, removal of trees, issuing of permits etc. can be delegated from the Council to the Chief Executive and to the appropriate parks and facilities officers. As delegations change from time to time, the term Council is used throughout the document. Staff should refer to the Delegations Manual to determine if they have the authority to make decisions in accordance with the policies in this management plan.

1.4 Implementation

This management plan provides objectives and policies that determine the appropriate use, protection and development of The Point and Kiingitanga Reserve by the Council. Decisions relating to the funding and priority for works described in this plan will be undertaken within Council’s Long Term Plan and Annual Plan. Inclusion of any project within this management plan does not indicate Council funding will be available for such works as works may be funded and delivered by parties other than Council.

The requirements of the Heritage New Zealand Pouhere Taonga Act 2014, to obtain an archaeological authority to modify recorded and unrecorded archaeological sites may be applicable to works undertaken on The Point and Kiingitanga Reserve. The consideration of the potential for the presence of archaeological sites at an early stage enables avoiding modifying any sites through good project planning.

This plan describes how the area is to be developed. The plan does not commit the Council or the Community Board to undertaking any particular works. Instead it will enable the Council and the Community Board to determine what works should be undertaken when funding becomes available.

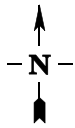
Consideration also needs to be given at the time of project planning to the role of Heritage New Zealand Pouhere Taonga and the need to engage with them as an affected party with regards to proposed works related to HNZPT Listed and Waikato District Council scheduled heritage items.

1.5 Legal Status

The Point is made up of several separate land titles, including unformed legal road, individual lots which have been gazetted as recreation reserve, and one lot held as fee simple.

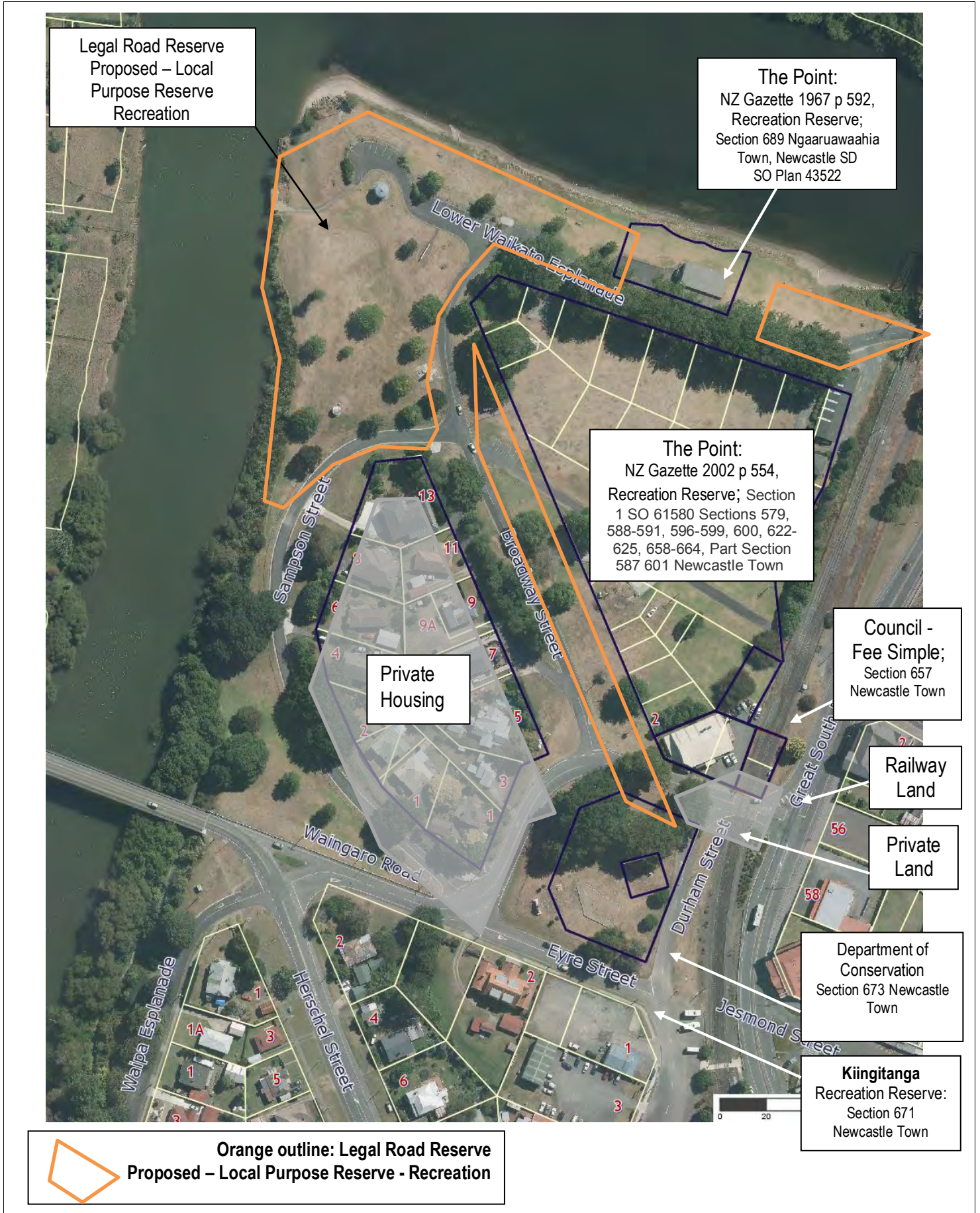
Kiingitanga Reserve consists of two lots - one gazetted as recreation reserve under the authority of Council, the smaller parcel under the Authority of Department of Conservation, managed by default by Council.

Map I shows The Point and Kiingitanga Reserve with different land legal status. Refer also **Appendix I**.



Map 1 The Point and Kiingitanga Reserve

Waikato District Council does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that WDC shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information



2.0 The Point and Kiingitanga Reserve

The Point is a significant reserve in terms of landscape, historic, and recreation values. The main landscape features are the Waikato and Waipa Rivers which meet at The Point, with a background of the bush-clad Haakarimata Ranges to the west.

This area known to Iwi and Mana whenua as Te Huinga o Ngaa Wai “the meeting / gathering of the waters” is an area where Te Mana o Te Kiingitanga lies at the confluence of two great Tuupuna Awa and Mana Mauri, the Waipa and the Waikato rivers in Ngaaruawaahia, and is an area including places of burial, ritual and Pou Rangatira, a place of gathering, significant to Waikato Tainui and the Kiingitanga (refer to Appendix 3).

The Point is a colonial name given to this area when government troops occupied the location in December 1863.

Historic values include the adjacent paa site of Pikiarero, (now occupied by private housing), a wharf built for river trading in the 1860's, various European artefacts / memorials from the 1860-1880's war and occupation, the Ngaaruawaahia regatta events, through to information panels installed providing details on these sites and events.



Recreation values include a larger flat, grassed area with large specimen (plane) trees. Amenities include a squash club building, a rowing club building (disused), a storage building, a campervan discharge facility, children's playground, a skatepark and a basketball half-court. The town water supply intake is located on the Waikato River bank. The Point covers approximately 4.4500 hectares (ha), including unformed road reserve.

The adjacent Kiingitanga Reserve has significant cultural and heritage values. This site is an urupa and the remains of the first Maaori King Potatau Te Wherowhero (June 1860) were placed in a papa tupapaku (timber mausoleum) on an earth mound. During the Land Wars in the Waikato, Kiingitanga casualties from the first conflict at Kohera were buried in the urupa and Te Wherowheros remains were removed for safekeeping. After occupying Ngaaruawaahia, the government created a new township but undertook to respect the papa tupapaku and maintained the urupa as an area known as the Octagon. European military were also interred in this area.³ Te Wherowhero's tomb was a symbolic focus for relationships between Kingitanga and the Crown. After the death of Tawhiao (second

³ Heritage New Zealand: 2019; New Zealand heritage List / Rarangi Korero – Report for a Historic Place Potatau Te Wherowhero Monument and Kingitanga Reserve, Ngaaruawaahia (List No. 0757, Category 1)

Maaori King) the premier Richard Seddon commissioned a monument to be erected on the mound formerly occupied by Te Wherowhero's tomb (1895). Visitors today can view the stone obelisk that commemorates Te Wherowhero, Tawhaio and twelve associated rangatira, the "Kings mask" (sculpture), heritage trees and information signage of these features. This reserve is approximately 0.4100 ha including unformed road reserve. Opposite this reserve is Tuurangawaewae House, where the current Maaori King's office is based.



The open space nature of The Point, its outstanding landscape and historic values and the ease of river access make it an excellent venue for recreation. It nevertheless remains something of a "hidden treasure" which is appreciated by local residents but which is largely unknown by the travelling public even though it is adjacent to Great South Road.



The Te Awa Cycleway, a recent development, provides a walking and cycling link between Ngaaruawaahia and Karaapiro is likely to result in increasing visitor numbers to The Point, and this needs to be factored into any future plan of the area.

2.1 Historical Significance

The Point and Kiingitanga are areas of high historic importance, particularly to tangata whenua as a paa site and being the location of what has become Ngaaruawaahia township. The band rotunda, gun turret, cenotaph and historic wharf remnants on the Waipa River bank, are reminders of Paakeha events which also add significance to The Point.

Timeline

Approx 180 AD – as a result of the Hatepe (Taupo) volcanic eruption, Waikato River changed course to flow on its current route to merge with the Waipa River

Approx 1,300 AD – Tainui tribes arrived in area and occupied many sites along the Waikato and Waipa Rivers

1400 – Occupation of Te Huinga o Ngaa Wai – Pikiarero paa, and surrounding area

1600 – Pukeiahua paa occupied (south of Ngaaruawaahia)



1822 – Kiingitanga area used as an urupa

1840 – signing of Treaty of Waitangi

1858 - Pootatau Te Wherowhero was crowned the first Maaori King.
Kiingitanga capital was built, including whare runanga, flagstaff for Kiingitanga flag and other structures

1860 – Te Wherowhero died June 1860, succeeded by his son, Tukaroto Matutaera Potatau Te Wherowhero (later known as Tawhiao)
Wharf built at Waikato/Waipaa confluence for trading with Paakeha

1863 – Defensive paa built to fortify European advance on Ngaaruawaahia – not used.
Tawhiao and Waikato tribes were driven out to exile in Te Rohe Potae (King Country)

1864 – Waikato lands confiscated by Crown

1864 – Te Huinga o Ngaa Wai area settled by Paakeha and the town settlement renamed Queenstown. The Octagon (Kiingitanga) was surveyed as a park / cemetery area as it was known as the place where King Pootatau had been buried

1870 – Township area renamed as Newcastle

1875 – Highest recorded flood levels recorded at The Point, with most of area covered in water up to the houses

1878 – Town renamed Ngaaruawaahia



1892 – First Ngaaruawaahia Regatta held at The Point – including canoe, rowing and mounted swimming races (on horses) and land based events

1896 – Ngaaruawaahia Regatta Association (NRA) formed to run the regatta events



Ngaaruawaahia Regatta ⁴

1912 – NRA built the band rotunda

1921 – Princess Te Puia purchased land on River Road and started the building of Tuarangawaewae Marae

1922 – WWI memorial built on The Point

1925 – Memorial to Pootatau erected on The Octagon reserve

1920's – NRA purchased land parcels on The Point for event sites

⁴ Ngaaruawaahia Regatta 1904 – National Library of New Zealand



Flooding early in 1900's⁵

1942 – Ngaaruawaahia Regatta cancelled – due to serious war conditions

1945 – Ngaaruawaahia Regatta held at Tuurangawaewae Marae

1958 – Major river flooding in February

1972 - Ngaaruawaahia Regatta cancelled due to major river flooding

1973 - Ngaaruawaahia Regatta based at Tuurangawaewae Marae



1979 – NRA gifted land parcels at The Point to the Borough of Ngaaruawaahia for future public use, with the following requirements;

- “The Council keeping the land for recreational use”
- The Rowing Club continue to use the rowing club building
- The Ngaaruawaahia Regatta Association be permitted to use the land

1989 – Waikato District Council came into effect, including amalgamation of Ngaaruawaahia and Huntly Boroughs, Waikato and Raglan County Councils and part of Waipa County

1995 – Waikato – Tainui tribe and Crown Deed of Settlement

⁵ Waikato River in flood, at Ngaaruawaahia, ca 1910. Ref: 1/2-001609-G. Alexander Turnbull Library, Wellington, New Zealand. [/records/23206614](#)

2013 – ‘The Kings’ Mask’ on The Octagon reserve unveiled by Kiingi Tuheitia



2015 – The Octagon renamed as “Kiingitanga Reserve”

2.2 Uses and Values

The open space nature of the area, river views and river access make The Point a highly valued site for informal recreation. The north western-most point where the rivers meet is a popular location, with people frequently visiting the site to enjoy the scenery. Vehicle access to The Point is a notable feature of reserve use. The beach area between the squash club and the rail bridge is popular for swimming.

The Point is also an important venue for various events including dog shows, fairs, circuses, the annual regatta, fire brigade practices and competitions, and ANZAC Day parades. Note: Under Council bylaws, organisers of formal events must obtain written consent from Council prior to holding their event on any reserve including The Point.

The development of Te Awa Cycleway has created additional cycling and walking opportunities. The Point is now the starting point of a walk/cycleway path that, once complete, will stretch 70 kms along the Waikato River, from Ngaaruawaahia to Horahora. Further development and promotion of the site could see an increase in the level of use and will need to be managed so as not to detract from the reserve.

Currently an area of carpark is allowed to be used for freedom camping by self-contained vehicles. This will need to be reviewed in line with this management plan to ascertain if this is an appropriate site to undertake this activity in the future.



A sculpture located on the edge of the Kiingitanga Reserve in front of the King's office on Eyre Street depicts King Tawhiao and King Potatau's moko and was commissioned and completed by master carver Inia Te Wiata for Waikato-Tainui. This carving was unveiled during Matariki in June 2013, with the base being Oamaru stone and the mask in stainless steel. The mask structure is maintained by the Waikato Tainui Trust, with Council maintaining the surrounding park land area.

It is noted that the part of Kiingitanga Reserve is occupied by formed road, and a section of freehold reserve land is occupied by the adjacent property owner on Waingararo Road. Council prefers that there is no private encroachment onto reserve land.

Any current and future development on the reserve needs to take into account the present use (recreation), and heritage values (cultural and historic) – these are identified in the following Goals and Objectives section.

3.0 The Point - Goals and Objectives

Goals

- Recognise the cultural name of this reserve area
- Allow visitors the opportunity to discover the cultural and historical background of The Point and surrounding area
- Prepare a concept plan for the development of The Point, enhancing public access, enjoyment and use
- Ensure The Point caters for a variety of recreation and leisure activities / opportunities
- Provide a safe, inviting and well maintained area for people to enjoy
- Work in partnership with mana whenua and the wider community to achieve the outcomes of this plan

Explanation

These goals outline the key values of The Point area: aesthetic, cultural / heritage, and recreation. This reserve can be described as a destination or premier park as these values are high in all areas, due to the past and present importance of this location. Any development, use and management of the reserve will take consideration of these values into effect as to any activity or future development that may occur.

3.1 Te Huinga o Ngaa Wai

This area is known to Iwi and Mana whenua as Te Huinga o Ngaa Wai “the meeting / gathering of the waters” and is an area where Te Mana o Te Kiingitanga lies at the confluence of two great Tuupuna Awa and Mana Mauri, the Waipa and the Waikato rivers in Ngaaruawaahia.

Adopting the original name of this area reflects the cultural linkage and sense of place that connects local mana whenua to this location. Recognising the original naming was promoted by Waikato-Tainui and has been supported by local hapu, marae and mana whenua.

Objectives

- A. Recognise the name of Te Huinga o Ngaa Wai for the reserve area currently known as “The Point”.

Actions

- Continue consultation with hapu and marae with regards to identifying original name of this reserve area
- Undertake information / consultation with community with regards to using original naming of this reserve area
- Recommend the adoption of a dual Maaori / European name through Council approval
- If adopted, amend name of this Reserve Management Plan to reflect these changes

3.2 Nga Taonga Tuki Iho - Cultural and Historic Values

The cultural and historic values of The Point are often unknown to many visitors. These values need to be recognised, conserved and protected. The installation of any displays or signage needs to enhance the heritage significance of the area, not become additional attractions to the location. Public artwork may be suited at other locations so as not to detract from the heritage values of The Point.

There are three listed Heritage New Zealand listed sites, including the Band Rotunda, Pioneer Gun Turret and World War I & II Memorial, plus a further 4 listed archaeological sites located either on or adjacent to The Point Reserve (refer to Appendix 2).

Objectives

- A. Ensure cultural and historic values of The Point are identified, conserved and protected.
- B. Ensure visitors to The Point are able to learn about the cultural and historic significance of The Point and surrounds.

Actions

- Provision of interactive learning options and interpretative signage
- Installation of public art will be directly related to cultural / heritage values of The Point

3.3 Nga Takaro Puangi - Recreation and Leisure

The Point provides for a wide range of recreation and leisure opportunities – from public events, playgrounds and skate parks, to picnicking, swimming and cycling. Activities need to be managed to allow for a range of opportunities and to remove any potential conflict between user groups. For example the area will not be used as a sport field as these are available at other locations in Ngaaruawaahia.

Objectives

- A. Allow for both formal and informal recreation
- B. Playground facilities are provided in accordance with the Playground Strategy
- C. Maintain large open space values of the reserve with river views
- D. Allow reserve to be used as a venue for community groups and commercial activities that are appropriate and encourage local community participation, and compatible with the management of The Point to benefit user experience

Actions

- Upgrade playground on The Point to become a destination playground
- All occupiers of facilities (buildings) will be have a current lease or license to occupy
- Where facilities (buildings) do not have a current lease / license, or a suitable occupier is not available, consider removal of facility
- Improve public accessibility to the Waikato River
- Review the use of The Point area as a freedom camping location

- Review the link between the start of the Te Awa cycleway and the popular Hakarimata Walkway
- To ensure that all signage aligns with Council's Bi Lingual Signage Policy 2014



3.4 Rangapu - Partnerships

Council will work collaboratively with Waikato-Tainui and the community to achieve the ambitions of this plan. This may include planning, funding and development of areas within The Point, including river margins, cultural locations, and/or park development.

Objectives

- A. Consult / collaborate with Waikato Tainui, local hapu, marae and Tangata Whenua/Mana Whenua to ensure their values for The Point are identified and being met where possible.
- B. Work collaboratively with Tangata Whenua and key stakeholders including locally-based ecology experts to develop a strategy to improve the river edge of the Waikato and Waipa Rivers.
- C. Engage with stakeholders to ensure any proposed development will meet the needs of the community and visitors.
- D. Work with stakeholders to ensure The Point is a user-friendly venue for events.

Actions

- Manage The Point as a key venue for community based events
- Maintain partnership with Waikato Tainui Trust in managing the “King’s Mask”

3.5 Whakatapoko - Accessibility

Council wishes to maintain The Point as a safe environment for locals and visitors to enjoy, as it is a key reserve for Ngaaruawaahia for heritage and recreation outcomes.

Objectives

- A. Ensure The Point continues to be an accessible location for a wide range of users.
- B. Ensure design to maintain best practice Crime prevention Through Environmental Design principles.

Actions

- Improve connections for pedestrian and cyclists between the end of Te Awa cycleway and the Waingaro Bridge, plus The Point linking to Kiingitanga, linking into Ngaaruawaahia town centre
- Update land status of all reserve land including some land which is legal road, to be all recreation reserve

4.0 The Point - Objectives and Policies

Where any issue on a reserve is addressed by both the General Policies Management Plan and this management plan, then the policies in this management plan will take precedence over the General Policies.

4.1 Objectives

1. To retain, and promote an understanding of, the historic values and stories of The Point and Ngaaruawaahia.
2. To provide for activities that do not adversely affect the landscape qualities of the reserve.
3. An integrated and co-ordinated approach to manage the reserve.
4. To enable measures that are intended to improve the amenity values of the reserve.

4.2 Policies

4.2.1 Maintain the cultural values and features of The Point and provide information on historical events and locations that are associated to the site.

4.2.2 Consult / collaborate and maintain a partnership relationship with mana whenua, including hapu, marae and Waikato Tainui to ensure use and development of The Point meets their and the wider community expectations.

Explanation

Significant cultural historic values are associated with The Point and the surrounding locality. Many of the mana whenua features have been lost through development and time. All cultural values should be recognised by maintaining and enhancing what is known, plus the maintenance of the band rotunda, cenotaph and gun turret. Where possible different media should be used to enhance The Point, and to display information about the area.

The history of the area may be further researched as information becomes available and updated information displayed or shared as funding and/or technology allows. This will be undertaken, and in consultation with tangata whenua and the community.

4.2.3 Maintain and enhance the landscape qualities of the reserve, particularly its open space nature and river views including:

- Establish plantings along river margins to maintain landscape values and river bank stability;
- Retaining the open space / park area in grass
- Monitoring the health of the specimen trees and undertaking arboricultural work as required.
- Maintain specimen trees and succession planting of new trees
- Using trees and shrubs to screen existing buildings, taking into account public safety and graffiti control issues identified through Crime Prevention Through Environmental Design principals
- Not allowing new buildings, along the river corridor

Explanation

This policy sets the broad direction for development. The intention is to retain the important values of the area while enhancing certain features. Council shall determine the exact location of such developments in conjunction with the Ngaaruawaahia Community Board, mana whenua and any other key user groups.

There is a need to progressively replaced specimen trees with appropriate species to ensure such trees are a feature of the reserve.

Gardens, in conjunction with traffic speed control structures, are to be used to create attractive entranceways to the reserve. Consideration may be given at a later date to further enhancing the entranceways such as through erecting a gateway or archway. Gardens will not be placed around the cenotaph because open space is needed for the ANZAC Day parades.

4.2.4 Maintain the roads in a manner which retains the park-like qualities of the area including:

- Retaining the existing carriage-way width
- Maintaining traffic speed control structures
- Setting a 30 km per hour speed restrictions on all roads
- Develop parking along Sampson and Broadway Streets
- Promotion of The Point by way of signage

Explanation

Much of the use of the area involves access via motor vehicles. The intention is to allow this to continue but ensure that vehicles do not detract from the park-like qualities of the area. Council will maintain a low speed environment within a park-like setting. Vehicles will normally be limited to sealed areas and certain grassed parking areas. Parking on the large grassed areas shall be permitted during major events. Signposts shall be used to promote The Point, in accordance with Transit New Zealand and District Plan rules.

4.2.5 Maintain a range of public amenities including:

- Public toilet facilities
- Children's play equipment in accordance with Playground Strategy
- Provision of shade facilities where appropriate
- Provision of picnic / bbq facilities where appropriate
- Limit club/leased facilities to existing building footprints
- Ensuring signage in the park is appropriate, provides visitor enhancement and kept to a minimum

Explanation

A number of amenities may be provided to enhance the area. Seats, tables and shade trees are located in the most popular areas in a manner which ensures they do not detract from the landscape values or unduly restrict vehicle parking during major events. The toilet facility will require an upgrade within the next five years.

The option of providing a link from the town centre to Te Awa cycleway and the Hakarimata walkway may encourage more walkway users to extend their walk to discover The Point and other areas of Ngaaruawaahia. Keeping signage in the park to a minimum but allow for

adequate information to enhance park users experience, provide directional and regulatory signage.

4.2.6 Formally close unformed sections of roads on The Point and gazette these areas as reserve lands where this is advantageous for the areas management in terms of developing and funding issues.

Explanation

Much of The Point is legally gazetted as road reserve rather than recreation reserve. This has implications for funding and land use activities. For instance subsidy money is currently available for funding and land use activities. Council will continue to monitor the situation and will alter the legal status of the land if this is advantageous to the community. Refer to Map 1 where these areas are outlined in orange.

4.2.7 Identify a suitable location (either within or outside of The Point) for self-contained campervans to park overnight.

Explanation

The numbers of overnight campers parking at The Point is increasing and has been perceived by some to detract from the location as they are parked in the most scenic location on the river bank. A large number of these overnight campers are not self-contained and use the adjacent public toilets and/or dump their waste into the public toilet rather than using the Wastewater dump station adjacent to the old rowing club building. A more suitable location along with better signage to the dump station will be identified.

4.2.8 Ensure all occupiers of facilities on The Point have a current occupation agreement.

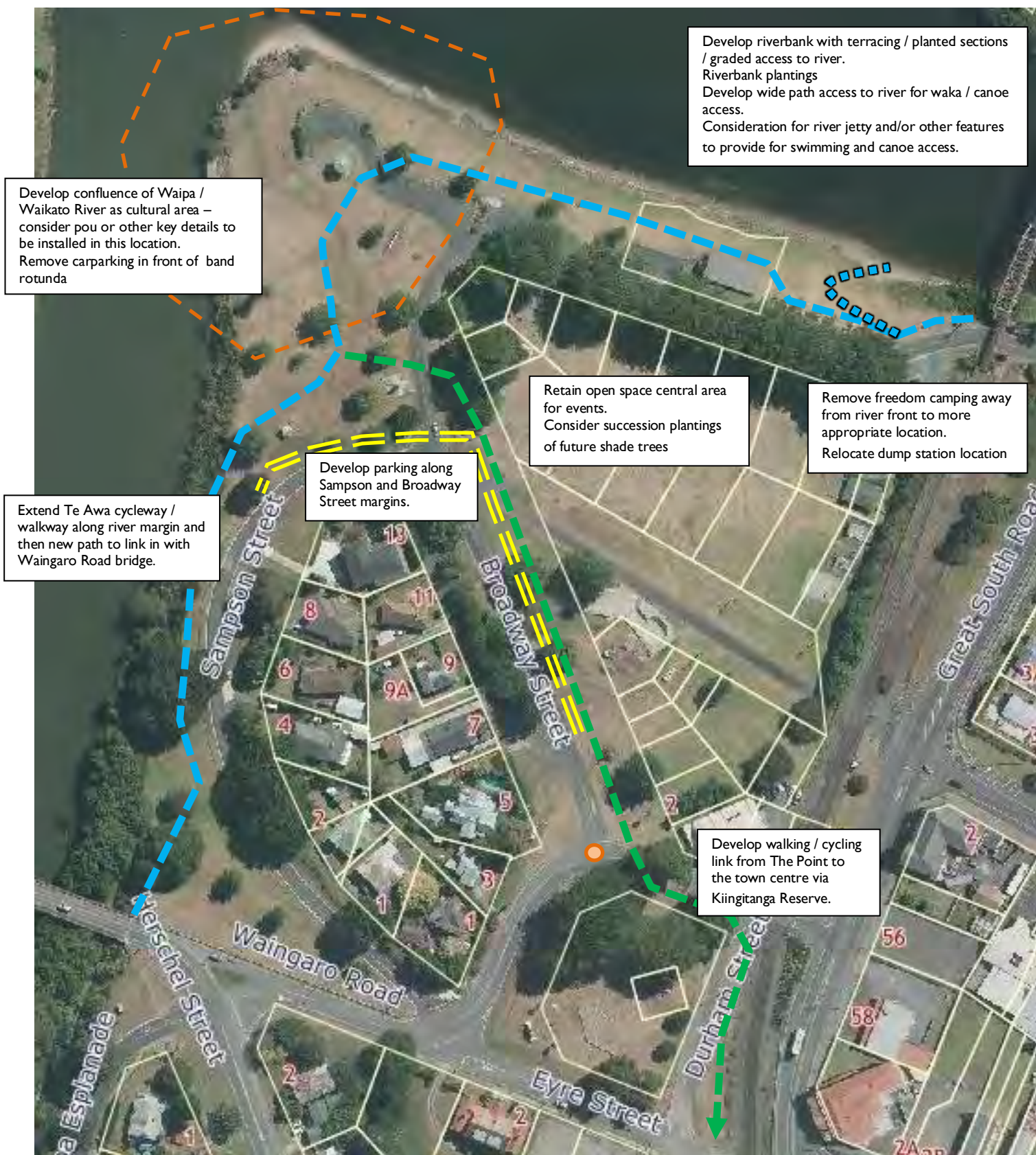
Current leases are:

- a. Hamilton Rowing Club – use of building – current lease expires 2029
- b. Ngaaruawaahia Squash Racquets Club – use of building (lease expired 2000)

Explanation

All occupiers of buildings on The Point, or clubs/ individuals who may undertake a range of group activities on The Point area, are required to have a current occupation agreement with Council to occupy part of the reserve. They should be able to identify how their activity and facility does not detract from the historical, aesthetic, and/or recreation values of The Point. As part of the deed of gift of the land, the Rowing Club were to have an ongoing lease of the building. The Squash Club lease is to continue until such time as a new facility may be developed on an alternative site.

Map 2: The Point – Concept Plan Considerations



5.0 Kiingitanga - Goals and Objectives

Goals

- Allow visitors the opportunity to discover the cultural and historical background of Kiingitanga
- Prepare a concept plan identifying any development of Kiingitanga, enhancing public access, understanding and use
- Ensure Kiingitanga provides for low key leisure activities / opportunities
- Provide a safe, inviting and well maintained area for people to enjoy
- Work in partnership with mana whenua and the wider community to achieve the outcomes of this plan

Explanation

These goals outline the key values of Kiingitanga area: aesthetic, cultural / heritage, and recreation. This reserve is a key heritage area, due to the past and present importance of this location, firstly as an urupa (cemetery) and as a Heritage New Zealand site. Any development, use and management of the reserve will take consideration of these values into effect as to any activity or future development that may occur.

5.1 Nga Taonga Tuki Iho - Cultural and Historic Values

The cultural and historic values of Kiingitanga are often unknown to many visitors. These values need to be recognised, conserved and protected. Installation of any displays or signage needs to enhance the heritage significance of the area, not become additional attractions to the location.

There is one listed Heritage New Zealand listing for the Pootatau Monument and Kiingitanga Reserve (refer to Appendix 2).

Objectives

- A. Ensure cultural and historic values of Kiingitanga are identified, conserved and protected.
- B. Ensure visitors to Kiingitanga are able to learn about the cultural and historic significance of Kiingitanga, and the adjacent The Point site.

Actions

- Provision of interactive learning options and interpretative signage
- Installation of any memorial art/features will be directly related to cultural / heritage values of Kiingitanga

5.2 Nga Takaro Puangi - Recreation and Leisure

Culturally, Kiingitanga will provide for low key, reflective based activities. This area was used as a urupa and this should be reflected in the way the reserve is developed and used. Development will be limited to gardens, shade (trees), seats may be provided, whilst picnic tables will not as food is not consumed on a tapu site.

Objectives

- A. Allow for informal recreation, through low key / reflective activities.
- B. Maintain open space area with consideration to urupa heritage of the site.
- C. Ensure any proposed development undertakes initial consultation with mana whenua and Heritage New Zealand.

Actions

- Provide for a reflective nature / use of this reserve
- Any garden plantings to incorporate endemic species
- Review the walkway link between town centre and The Point to provide public access into / through Kiingitanga

5.3 Rangapu - Partnerships

Council will work collaboratively with Waikato-Tainui and the community to achieve the ambitions of this plan. This may include planning, funding and development of areas within The Point, including river margins, cultural locations, and/or park development.

Objectives

- A. Consult / collaborate with Waikato Tainui, local hapu, marae and tangata mhenua/mana whenua to ensure their values for Kiingitanga Reserve are identified and being met.
- B. Work collaboratively with tangata whenua and Heritage New Zealand to develop a strategy to improve public knowledge and appreciation of Kiingitanga.
- C. Engage with stakeholders to ensure any proposed development will meet the needs of the community and visitors.

Actions

- Manage Kiingitanga as a key historic site
- Maintain partnership with Waikato Tainui Trust in managing the “King’s Mask”

5.4 Whakatapoko - Accessibility

Council wishes to maintain Kiingitanga as a safe environment for locals and visitors to enjoy, as it is a key reserve for Ngaaruawaahia for heritage outcomes.

Objectives

- A. Ensure Kiingitanga continues to be an accessible location for low key activities for all visitors.
- B. Ensure design to maintain best practice Crime Prevention Through Environmental Design principles.

Actions

- Improve connections for pedestrian and cyclists between the Ngaaruawaahia town centre and The Point reserve

6.0 Kiingitanga - Objectives and Policies

Where any issue on a reserve is addressed by both the General Policies Reserve Management Plan and this management plan, then the policies in this management plan will take precedence over the General Policies.

6.1 Objectives

1. To retain, conserve and promote an understanding of, the historic values of Kingitanga.
2. To retain the landscape qualities of the reserve.

6.2 Policies

6.2.1 Maintain the cultural values and features of the Kiingitanga and provide information on historical events and locations that are associated to the site.

6.2.2 Consult / collaborate and maintain a partnership with mana whenua including hapu, marae and Waikato Tainui to ensure use and development of Kiingitanga meets their and the wider community expectations.

Explanation

Significant historic values are associated with Kiingitanga. Many of the mana whenua features have been lost through development and time. All cultural values should be recognised by maintaining and enhancing what is known.

The history of the area may be further researched as information becomes available and updated information displayed or shared as funding and/or technology allows. This will be undertaken, and in consultation with tangata whenua and the community.

6.2.3 Maintain and enhance the landscape qualities of the reserve, particularly its open space nature including:

- Retaining the open space / park area in grass
- Monitoring the health of the specimen trees and undertaking arboricultural work as required
- Maintain specimen trees and succession planting of new trees

Explanation

This policy sets the broad direction for development. The intention is to retain the important values of the area while enhancing certain features. Council shall determine the exact location of such developments in conjunction with the Ngaaruawaahia Community Board, mana whenua and any other key user groups.

There is a need to progressively replace specimen trees with appropriate species to ensure such trees are a feature of the reserve.

6.2.5 Maintain a range of public amenities including:

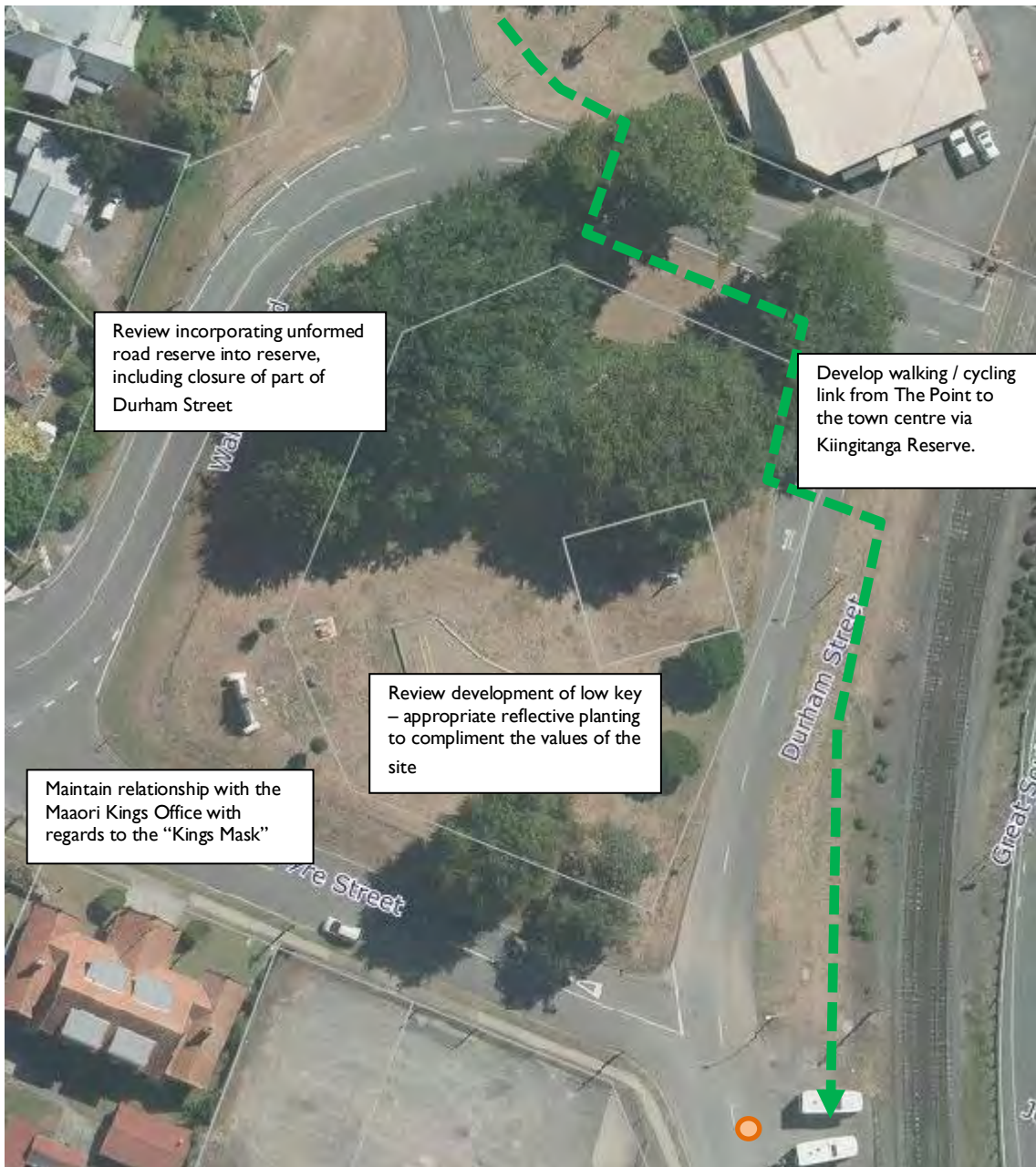
- Provision of park bench facilities where appropriate.

- Ensuring signage in the park is appropriate, provides visitor enhancement and kept to a minimum.

Explanation

A number of amenities may be provided to enhance public use and appreciation of this area. Due to the site being a former urupa, these will be kept to an appropriate level to reflect the significance of the site. The current playground will be removed from this site as it is inappropriate activity on an urupa.

Map 3: Kiingitanga – Concept Plan Considerations



7.0 Implementation

Council will seek to implement this management plan through working with local community groups to develop and maintain the area. Funding from external sources will be sought for capital development works.

The policies list developments that may occur but they do not commit Council to undertake any specific works. Council will allocate funds as it considers appropriate through the Annual Plan process, which involves public submissions, and in consultation with the Ngaaruawaahia Community Board. Funding from external sources for specific projects may influence the order in which works are undertaken.

The following development options summarise actions that will require capital expenditure, prioritised over the short, medium and long terms.

The following caveats apply:

- The costings provided are indicative as of July 2019
- A number of development intentions may be subject to a concept plan being developed for each reserve
- Over the life of this plan new priorities for capital developments may emerge. Where these have not been identified, the General Policies Reserve Management Plan will be used to assess any new developments.

Table I Indicative costs for various capital development options

Development Option	Indicative Cost
Cenotaph base renewal	\$ 30K
Toilet upgrade	\$ 140K
Garden and tree upgrades	\$ 20K
History research and display	\$ 100K
Additional bbq facilities	\$ 40K
Path extension Te Awa cycleway	\$ 150K
Path linking to town centre	\$ 120K
Landscape development along river	\$ 250K
Kiingitanga development	\$ 120K

Actions

- Develop concept plans to outline future proposed changes to The Point and Kiingitanga reserves.

Appendix I – Legal Descriptions

The Point

Section 1 SO 61580

Sections 579-580, 585, 588-591, 596-599, 600, 622-625, 657-664, 689 Newcastle Town

Pt Section 587 601- NEWCASTLE TOWN RES

Section 689 Ngaaruawaahia Town

Kiingiitanga

Section 671 Newcastle Town - Domain

Note: Section 673 Newcastle Town Monument Reserve is controlled by the Department of Conservation

Appendix 2 - Heritage New Zealand Historic Place Listings

The Point

Band Rotunda, HNZPT Listing 4257, Category 2

Pioneer Gun Turret, HNZPT Listing 756, Category 2

World War One and Two Memorial, HNZPT Listing 4258, Category 2

Listed Archaeological site 514/184-Wharf/ Jetty

Listed Archaeological site 514/183-Shipwreck

Listed archaeological site 514/182-Historic artefact

Kiingiitanga

Pootatau Monument and Kiingiitanga Reserve, HNZPT Listing 757

Appendix 3: Te Huinga o Nga Wai – background information

From Waikato-Tainui submission:

“...Te Huinga o Ngaa Wai (also known as “the Point”) is an area where Te Mana o Te Kiingitanga lies at the confluence of two great Tuupuna Awa and Mana Mauri, the Waipa and the Waikato rivers in Ngaaruawaahia, and is an area including places of burial, ritual and Pou Rangatira, a place of gathering, significant to Waikato Tainui and the Kiingitanga.

The area is originally associated with Patupaiarehe tribes that made their home in the ranges that border the Tupuna Awa. These flashing currents were personified by stories of taniwha that patrolled its great extent. The rise to prominence of ancestral Maaori and their desire to expand their territory into areas traditionally occupied by patupaiarehe, initiated a pattern of retreat, whereby these early populations retreated into the misty ranges.

The area is most notably associated with the hakari (feast) celebrating the nuptials of Ngaere of Pare Waikato and Hekeiterangi of Ngaati Maniapoto, from which Ngaaruwaahia draws its name. Ngaaruwaahia is also a synonym with the kaainga of Pukeiaahua, a kaainga which served as nuptial precinct to Ngaere and Hekeiterangi. Pukeiaahua also includes an urupa precinct where fallen warriors were buried after the Ngaapuhi incursions and musket raids in the 1820s.

Kiingi Potatau Te Wherowhero (late 1700s -1870) was born in the Waikato, becoming a senior chief and warrior of Waikato. In 1858, he was installed as the first leader of the Kiingitanga, which arose out of a desire to protect Maaori land and tino rangatiratanga. Te Huinga o Ngaa Wai and the township of Ngaaruawaahia was the papakainga of Potatau Te Wherowhero and his son Kiingi Tawhiao (the second leader of the Kiingitanga).

When the idea of establishing a King was accepted by nga iwi katoa and the chiefs of the land chose Potatau to be the first Maaori King, it was at te Huinga o Nga Wai that the King Maker, Wiremu Tamehana Tarapipi Te Waharoa

Kiingi Potatau Te Wherowhero had two papakainga which was situated between Tuurangawaewae House and the Te Huinga o Ngaa Wai – Pikiarero and Te Oika are the names of the two kaainga Kiingi Potatau maintained. Remnant ancestral Maaori occupation features within immediate proximity and associated with kaainga include borrow pits, gardens, burials and Tauranga waka. Te Huinga o Ngaa Wai, Pikiarero, Oika and other complex features make up a cultural landscape that extends beyond the monument precinct.

Kiingi Potatau Te Wherowhero tomb (which the current monument pays homage to) lay a short distance to the south of buildings occupied by his son and successor, Kiingi Tawhiao (?-1894). Kiingi Tawhiao’s reign coincided with the most turbulent years of Maaori-Paakehaa relations, including Waikato invasion and ensuing Land Wars (1863-4). After Ngaaruawaahia was taken over and occupied by colonial forces, most signs of native industry and structures were removed to facilitate the creation of Newcastle township. One structure that did survive the aftermath was the tomb of Kiingi Potatau.

At the behest of Wesleyan Missionary William Barton, the Government undertook to maintain and reserve the tomb of Kiingi Potatau Te Wherowhero. Several burials existed surrounding the grounds, by this time laid out as an Octagon, and included Maaori and Paakehaa fallen Land War combatants. The remains of thirteen colonial soldiers were removed and re-buried elsewhere at Ngaaruawaahia in 1882. And some 40 Maaori were

described still buried in the Octagon. The tomb became a focal point for notable gatherings including two involving the Governor and Sir George Ferguson Bowen. Kiingi Tawhiao made numerous attempts at reconciliation with the government during his lifetime but little progress was made.

After the return of Kiingi Tawhiao to Waikato in the early 1882, he made an emotional visit to his father's mortuary enclosure and mausoleum, where he prophesied a permanent return by Kiingitanga to Ngaaruawaahia and its Tuurangawaewae, or place to stand.

A stone monument was commissioned by Premier Richard John Seddon a year after the death of Kiingi Tawhiao in 1894 and erected on the mound formerly occupied by the tomb of the late Kiingi Te Wherowhero.

Tuurangawaewae House was created beside the Octagon to accommodate a Maaori Parliament circa early 1910 and was designed to face the monument in greeting. It was said at the time of invasion by the Crown in December 1863, the great gardens situated at Te Huinga o Ngaa Wai were ready to harvest, and that Crown Soldiers immediately set about harvesting these provisions setting up the first military camp right in the middle..."

Rika Heke, M, Jones M, 2019, Te Mana o Te Kingitanga Te Huinga o Nga Wai, Ngaruawahia (List No.9986) Heritage New Zealand Pouhere Taonga

Appendix 4: List of Policies included in General Policies Reserves Management Plan

The following table identifies the range of policies detailed in the General Policies Reserve Management Plan.

Table of contents

1.0	Purpose of this plan.....	1
1.1	Reserve management plan requirements.....	1
1.2	Relationship with specific policies.....	2
1.3	Relationship with other Council documents.....	2
1.4	Waikato-Tainui Joint Management Agreement.....	2
1.5	Council and delegations.....	3
1.6	Structure of this plan.....	3
2.0	Scope.....	3
3.0	Reserve management plan process.....	4
4.0	Goals and general objectives.....	5
4.1	Goal.....	5
4.2	General objectives.....	5
5.0	Development of reserves.....	6
5.1	Buildings and other structures.....	6
5.2	Car parking and access.....	7
5.4	Park furniture.....	10
5.5	Play facilities.....	12
5.6	Public art.....	12
5.7	Trails.....	14
6.0	Use of reserves.....	15
6.1	Aircraft.....	15
6.2	Circuses and side-show operators.....	16
6.3	Events.....	16
6.4	Fireworks displays.....	18
6.5	Freedom camping.....	19
6.6	Liquor licences.....	21
6.7	Model aircraft and Unmanned Aerial Vehicles.....	22
6.8	Motor vehicles.....	23
7.0	Occupation of reserves.....	25
7.1	Multipurpose facilities.....	25
7.2	Occupation agreements.....	25
7.3	Facilities and chattels abandonment.....	33
8.0	Neighbours to reserves.....	35
8.1	Encroachments.....	35
8.2	Fencing.....	36
9.0	Management of reserves.....	38
9.1	Hazardous substances.....	38
9.2	Heritage conservation.....	39
9.3	Natural heritage conservation.....	39
9.4	Memorials and scattering of ashes.....	42
9.5	Planting of commemorative trees.....	43
9.6	Waste management.....	44
9.7	Public health.....	45
9.8	Reserve naming.....	46
	Appendix A: Naming of parks and reserves.....	48
	Schedule 1: List of classified reserves administered by Council.....	50

Appendix 5: Glossary of Terms

Note: unless detailed, all references contained here pertain to sections of the Reserves Act 1977

Administering body: the board, trustees, authority appointed to control and manage a reserve.

Appointment to control and manage: the appointment of an administering body to manage a reserve. The land remains vested in the Crown.

Autonomous powers: statutory powers held by an administering body under the Reserves Act which can be exercised by the administering body without the prior consent or approval of the Minister of Conservation

Bylaws: an ordinance affecting the public, or some portion of the public, imposed under the provisions of s.106 Reserves Act and accompanied by some sanction or penalty for its non-performance (s.104 of the Act).

Certificate of title: a certificate of title under the Land Transfer Act 1952. See also s.116 Reserves Act

Change of purpose: the change of purpose of a Local Purpose or Government Purpose reserve under s.24 or s.24A Reserves Act. [A change of classification would involve a change between two of the classes provided for in ss.17 to 23 of the Act.]

Change of use: any change of use to which a reserve is put. [If the changed use is not consistent with the principal purpose for the class to which the reserve belongs then it would be outside the authority of the administering body to allow it. A change of purpose or classification must be considered and the use not allowed if the change is not made.]

Classification: putting a reserve into a class under that Act; or a scenic, or a government or local purpose reserve into a type.

Commissioner: means an officer designated by the Director General for the purpose of this act.

Concession: means a (a) a lease, (b) a license, (c) permit, (d) easement granted under section 59. [Does not apply to reserves vested in an administering body.]

Consultation: a process of seeking the views of an affected party, and carefully considering those views before making a decision

Council: in relation to delegated and statutory powers under the Reserves Act it refers to the full Council of the local authority which is the administering body for the reserve; otherwise used to denote the Council as a corporate organisation.

Delegated powers: powers delegated by the Minister of Conservation under the provisions of section 10 of the Act.

Discretion: generally refers to the choice of approving or declining an application or proposal under the Act, or regarding the requirement of complying with specified criteria or considerations.

Disposal of land: in relation to a reserve means the outcome of the process in sections 24 and 25, which results in the reservation being revoked and the land becoming available for disposal.

District plan: the purpose of the preparation, implementation and administration of district plans is to assist territorial authorities to carry out their functions in order to achieve the purpose of the Resource Management Act 1991 section 72.

Domain board: redundant term. Replaced with a reserve board or a local authority, refer section 16(7).

Easement: generally an interest in land granted under section 48 over a reserve or acquired under section 12 over private land, or similar.

Esplanade reserve a type of local purpose reserve, see Resource Management Act 1991 section 229.

Exchange: an exchange of reserve land for other land, section 15.

Fee simple: commonly called the freehold. interest in land, the highest or most absolute interest in land held under the Crown

Gazette notice: a notice published in the New Zealand *Gazette*. The Reserves Act requires certain transactions to be put into effect by such a notice.

Government purpose reserve: a class of reserve provided for in section 22.

Hapu: sub tribe with common interest in land.

he here kia mohio: duty to be informed.

Lease: grants an interest in land that (a) gives exclusive use of the land, and (b) makes provision for any activity on the land the lessee is permitted to carry out.

License: means (a) a *profit a prendre* that gives a non-exclusive interest in land, and (b) makes provision for any activity on the land the licensee is permitted to carry out.

Legal description: the unique description of a parcel of land given to it on a Survey Office Plan or a Deposited Plan or a Maori Land Plan. [Refer to Survey Regulations 1998].

Lessee the holder of a lease.

Licensee: the holder of a license.

Local authority: any council board, or public body declared by any other enactment to be a local body for the purposes of this Act.

Local purpose reserve: a class of reserve provided for in section 23.

Iwi: tribe, people.

Kaitiakitanga: the exercise of guardianship / custodianship / stewardship by the tangata whenua.

Kawanatanga: government.

Koiwi: bones, human remains.

Mana Maaori: Maaori jurisdiction or authority.

Mana whenua: people of a particular area of land.

Management plan: a management plan provided for in section 41.

Marae: where formal greetings and discussions take place. Often also used to include the complex of buildings around the marae.

Objection: an objection for the purposes of section 120.

Parcel of land: an area of land with a unique legal description.

Permit: means a grant of rights to carry out an activity that does not require an interest in the land.

Public notice: section 119, being a notice to which a provision of the Act applies.

Public reserve: any land set apart for any public purpose. **Recreation reserve:** a class of reserve provided for in section 17.

Regional Council: as specified in Part I of the First Schedule to the Local Government Act 2002.

Regional plan: an operative plan including a regional coastal plan approved by a regional council or the Minister of Conservation under the First Schedule to the Resource Management Act 1991, and includes all changes to such a plan.

Registration: the registration of any document under the Land Transfer Act 1952.

Revocation: the process of reserve re-classification under section 24.

Right (in land): generally the same as an interest in land, but it could be a lesser interest, e.g. a permit.

Road reserve: unformed legal road or a local purpose (road) reserve to which section 111 applies.

Scenic reserve: a class of reserve provided for in section 19, including natural and modified scenic areas.

Scientific reserve: a class of Reserve provided for in section 21.

Subdivision: under the Resource Management Act 1991 section 218, the term subdivision of land means the division of an allotment, or an application to a Land Registrar for the issue of a separate certificate of title.

Submission: the process where the public can comment on an activity or proposal as per section 120.

tangata whenua: people of the land.

Taonga: treasure, artifacts.

Territorial authority: a district or city council as specified in detailed in the second schedule of the Local Government Act 2002.

tino rangatiratanga: iwi authority with control over Taonga, absolute sovereignty.

Transfer: transfer of title in land to another owner following reserve revocation, section 112.

Trustee: includes a body corporate.

Ultra vires: outside or beyond the terms of the proper authority.


Vested reserve: a reserve which is vested in an administering body and not vested in the Crown. Note that land which has been declared to be a reserve (s.14 Reserves Act) or has been acquired "in trust" as a reserve, is treated as "vested" in the reserve's administering body for the purpose of administration of the Reserves Act.

Vesting: where the land ceases to be administered by the Crown, with options of control and management transferred to an administering body (section.26). This also includes where land is to be administered under some other Act [e.g. on subdivision under the Resource Management Act 1991]. The underlying title or reversionary interest remains with the Crown.

Appendix 2: Table of Recommendations from The Point Reserve Management Plan Hearing held on 29 April 2019

Submitters	Points raised during submission	Comments from hearing panel
<p><u>First Submitter</u> Glenda Raumati and Pokaia Nepia On Behalf of Tuurangawaewae Trust Board</p>	<ul style="list-style-type: none"> ▪ Support the draft RMP in principle. ▪ Believe there have been a number of omissions made – these omissions should be prioritised and included in the plan. <ul style="list-style-type: none"> ○ Mana whenua should be consulted with in regards to anything related to The Point; Tuurangawaewae Trust Board should be consulted with <u>in the first instance</u>, not necessarily Waikato-Tainui. Tuurangawaewae would like to have words to this effect included in the plan. ▪ The plan omits anything related to “bridge jumping”. Believe the local ritual of bridge jumping has a cultural connection and should be included/addressed in the plan. <ul style="list-style-type: none"> ○ Investment that is proposed by the draft RMP for a walk bridge should instead be directed towards having something that can safely be jumped off of. ▪ Freedom Camping does not align with the cultural or heritage values of The Point. ▪ Supportive of increased pedestrian connectivity to the town. ▪ Improving swimming spots. ▪ Squash Club – can this be moved? It does not align with the cultural or heritage values of The Point. ▪ If there are name changes being proposed for The Point, Tuurangawaewae would like to be consulted with. 	<p>Panel – agree consultation with mana whenua should be carried out where The Point is concerned.</p> <p>A bridge of any sort over the Waikato/Waipā Rivers falls outside of the purview of the RMP.</p> <p>General agreement - possible amendment of the relevant schedule in the Freedom Camping Bylaw 2016 when it is due for review.</p>
<p><u>Second Submitter</u> Pam Douglas and Helen West On Behalf of Huntly & District Kennel Association</p>	<ul style="list-style-type: none"> ▪ Club desires to extend in to activities other than agility and obedience. ▪ The club have had a signed lease to occupy the building next to the boathouse at The Point. They have had this lease for around 16 years now. <ul style="list-style-type: none"> ○ Club would consider investing money into the upgrade of the kitchen in their leased building, however, they will not do so until they are assured of the lease being renewed. ○ They also require a written lease to be able to hold their conformation benefit shows (this is required by the NZ Kennel Association). ▪ The club often let the Community House use their clubhouse. ▪ Would like to propose Council consider the installation of floodlights at The Point, particularly around the clubhouse. If Council cannot install these, would Council give consent for the Kennel Club to install at their own cost? ▪ Would like to continue to use The Point for their shows – <ul style="list-style-type: none"> ○ But require more space so that they can have more rings for their shows. ○ Therefore, would not be supportive of the playgrounds being extended towards the clubhouse as this would reduce space. ▪ Would not be interested in moving unless the facilities they were moving to are as good as the ones they currently have. 	<p>Look in to the renewal of this lease. Other submissions made are not in favour of activities that aren’t aligned with the cultural and heritage values of the RMP.</p> <p>Council likely will not install floodlights. If the club were to do this at their own cost, a consent would need to be given.</p> <p>Council have previously offered the Club suitable alternative venue options, which the Club have declined.</p>

Submitters	Points raised during submission	Comments from hearing panel
<p><u>Third Submitter</u> James Whetu, Chairperson NCB On Behalf of Ngaruawahia Community Board</p>	<ul style="list-style-type: none"> ▪ This is an old plan. <ul style="list-style-type: none"> ○ NCB have been working on getting this reviewed for several years now, the process has taken a while with staff attrition. ▪ Generally disagrees with the boathouse being used enough for the lease to be renewed. ▪ Supportive of a change of name suggested by Waikato Tainui to Te Huinga o Nga Wai. ▪ NCB have repeatedly tried to collaborate with Heritage New Zealand Pouhere Taonga (HNZPT) on issues related to The Point; have not had much luck. ▪ Staff to clarify hearing report – NCB did not prepare the Concept Plan. ▪ NCB encouraged Joint Management Agreement (JMA) partnerships to be utilized in developing the plan, mana whenua and iwi input to the plan is important to ensuring it is comprehensive and representative of the community. ▪ Consistency required in the RMP re: spelling. <ul style="list-style-type: none"> ○ Suggest that the double vowel used by Waikato Tainui for te reo words instead of the macron is also included in this RMP. 	<p>Boathouse lease is being worked through as part of a separate process.</p> <p>Staff can clarify hearing report.</p> <p>Double vowel of te reo words can be included in the RMP.</p>
Issue Discussed	Deliberation	Decisions
<p><u>Connectivity Issues</u></p>	<ul style="list-style-type: none"> ▪ Submissions made requesting better connectivity of The Point to the town, cycleway, and Waipa Bridge. <ul style="list-style-type: none"> ○ Between the railway lines and the panel beaters is not an access point to the reserve. ○ Lower Waikato Esplanade is the only footpath access to The Point. ○ The cycleway ends under the bridge on Lower Waikato Esplanade, it does not connect to anywhere else in the reserve. ▪ Better connectivity needed between The Point and the Kiingitanga Reserve. 	<p>Better footpaths needed to connect The Point to town, to the cycleway, to the Waipa Bridge.</p>
<p><u>Dogs</u></p>	<ul style="list-style-type: none"> ▪ Concern that as part of their lease agreement, they can only lend out their facilities to those who have a correctly processed event application through Council. ▪ Council might want to look at, in future, providing a different site for the dog club (this is a long term solution). <ul style="list-style-type: none"> ○ The Point is a place of reflection and of connection to the river – this should be maintained. 	<p>Short term plan – the lease for the Dog Club at The Point will not be renewed. A short term lease might be offered while Council assist the club in finding new grounds.</p>
<p><u>Kiingitanga Reserve</u></p>	<ul style="list-style-type: none"> ▪ NZHPT submission – to include the road reserve as part of the Kiingitanga reserve. ▪ Road reserve in orange – suggest be turned in to recreation reserve. 	<p>Support NZHPT submission. Recommend everything highlighted in orange be moved to recreation reserve (currently legal road reserve).</p>

Submitters	Points raised during submission	Comments from hearing panel
		
<u>Iwi Partnerships</u>	<ul style="list-style-type: none"> ▪ As Waikato Tainui do, the RMP should use the double vowel for te reo words, instead of a macron. <ul style="list-style-type: none"> ○ Ensure correct use of the double vowel (spelling) ▪ Must talk and collaborate with local iwi about The Point. 	Recommend that wording be included in the RMP that states Council must consult/collaborate with Waikato Tainui, especially local hapu, marae and mana whenua.
<u>Freedom Camping</u>	<ul style="list-style-type: none"> ▪ Having the freedom camping dumpsite at The Point is not in keeping with the cultural and heritage aspects of the reserve. <ul style="list-style-type: none"> ○ Council would need to find an alternative option for this site. ▪ When the Freedom Camping Bylaw is next reviewed, consider removing The Point from the schedule of freedom camping locations. 	Recommend that the freedom camping dumpsite be moved out of the reserve. Recommend The Point be removed from the schedule of Freedom Camping sites in the Freedom Camping Bylaw.
<u>Walk bridge</u>	<ul style="list-style-type: none"> ▪ If connectivity issues are resolved (with better footpaths, cycleways in/around the point) and access to the Waipa Bridge is made easier, a walk bridge from The Point to the Haakarimata's will not be required. 	Recommend the walk bridge be removed from the plan.
<u>Rowing Club</u>	<ul style="list-style-type: none"> ▪ The Boathouse is relatively tidy and unobtrusive at the edge of the reserve. 	Recommend that the rowing club be allowed to stay at The Point until their lease is tidied up.
<u>Squash Club</u>	<ul style="list-style-type: none"> ▪ Is well used by the community. 	Squash club should stay at The Point
<u>Name Change to Te Huinga o Nga Wai</u>	<ul style="list-style-type: none"> ▪ Further consultation with mana whenua would be required. 	Generally supportive of proposed name change to Te Huinga o Ngaa Wai. Bi-lingual signage opportunity.

Submitters	Points raised during submission	Comments from hearing panel
<u>Waikato Tainui Submission</u>	▪ More acknowledgement of the cultural importance of The Point and The Kiingitanga Reserve	Recommend that additional wording around the story of The Point be included in the RMP.

MINUTES of the Hearing by the Infrastructure Hearings Panel of the Waikato District Council held in the Council Chambers, District Office, 15 Galileo Street, Ngaruawahia on **MONDAY 29 APRIL 2019** commencing at **9.08am** and reconvening on **WEDNESDAY 10 JULY 2019** commencing at **9.00am** to hear and consider submissions and make recommendations on the The Point Reserve Management Plan.

Present:

Cr DW Fulton (Chairperson)
Cr NMD Smith
Ms L Te Aho (Waikato-Tainui Representative)

Attending:

Ms S Solomon (Corporate Planner)
Mr J Crawshaw (Reserves Planner – Community Assets)
Mrs LM Wainwright (Committee Secretary)
Ms IJ Huirama (Engagement Co-ordinator)
Ms G Raumati (Turangawaewae Trust Board)
Mr P Nepia (Turangawaewae Trust Board)
Mrs P Douglas (Huntly & District Kennel Association)
Ms H West (Huntly & District Kennel Association)
Mr J Whetu (Ngaaruawahia Community Board)

APOLOGIES AND LEAVE OF ABSENCE

Resolved: (Crs Fulton/Smith)

THAT an apology be received from Cr Gibb.

CARRIED on the voices

INF1904/01

CONFIRMATION OF STATUS OF AGENDA ITEMS

Resolved: (Cr Fulton/Ms Te Aho)

THAT the agenda for a Hearing of the Infrastructure Hearings Panel to hear, consider submissions and make recommendations on the The Point Reserve Management Plan held on Monday 29 April 2019 be confirmed and all items therein be considered in open meeting.

CARRIED on the voices

INF1904/02

DISCLOSURES OF INTEREST

There were no disclosures of interest.

REPORT

Hearing of Submissions to The Point Reserve Management Plan (including Kiingitanga Reserve) draft
Agenda Item 4

The Chairperson introduced the members of the hearing panel, welcomed all parties and outlined the process of the hearing.

The following submitters presented their evidence in relation to The Point Reserve Management Plan:

1. Turangawaewae Trust Board (submission 6).
2. Huntly & District Kennel Association (submission 7) (doc. 1).
3. Ngaaruawahia Community Board (submission 1) (doc 2).

The meeting adjourned at 10.15am and resumed at 11.35am.

DELIBERATIONS

The subcommittee undertook deliberations on all submissions and amendments presented.

Resolved: (Cr Fulton/Ms Te Aho)

THAT the report from the Acting General Manager Service Delivery be received;

AND THAT pursuant to section 41(6)(d) of the Reserves Act 1977 the Infrastructure Hearings Panel hear and consider all submissions received to The Point Reserve Management Plan (including Kiingitanga Reserve) draft.

CARRIED on the voices

INF1904/03

The meeting adjourned at 12.46pm to enable staff to amend and make draft changes following the hearing of the submissions, and reconvened on Wednesday 10 July 2019 at 9.00am.

Present:

Cr DW Fulton (Chairperson)
 Cr NMD Smith
 Ms L Te Aho (Waikato-Tainui Representative)

Attending:

Cr J Gibb (Observing only)
 Ms S Solomon (Corporate Planner)
 Mr J Crawshaw (Reserves Planner – Community Assets)
 Mr S Toka Iwi & Community Partnerships Manager)
 Ms IJ Huirama (Engagement Co-ordinator)
 Mr D MacDougall (Open Spaces Team Leader)
 Mrs LM Wainwright (Committee Secretary)

Mr E Hamilton (Contract Reserves Planner)

APOLOGIES AND LEAVE OF ABSENCE

Note: Cr Gibb attended the hearing as an observer only.

Resolved: (Crs Fulton/Smith)

THAT an apology be received from Cr Gibb.

CARRIED on the voices

INF1904/04

CONFIRMATION OF STATUS OF AGENDA ITEMS

Resolved: (Crs Fulton/Smith)

THAT the supplemental agenda report the meeting of the Infrastructure Hearings Panel held on Monday 29 April 2019, and reconvened on Wednesday 10 July 2019, be accepted and all items therein be considered in open meeting.

CARRIED on the voices

INF1904/05

DISCLOSURES OF INTEREST

There were no disclosures of interest.

Open Meeting

To	Waikato District Council
From	Gavin Ion Chief Executive
Date	1 August 2019
Prepared by	Lynette Wainwright Committee Secretary
Chief Executive Approved	Y
Reference #	GOV1301
Report Title	Receipt of Minutes – Waters Governance Board

1. EXECUTIVE SUMMARY

To receive the minutes of the Waters Governance Board meeting held on Tuesday 25 June 2019.

2. RECOMMENDATION

THAT the minutes of the meeting of the Waters Governance Board meeting held on Tuesday 25 June 2019 be received.

3. ATTACHMENTS

Waters Governance Board Open minutes – 25 June 2019

MINUTES of a meeting of the Waters Governance Board Meeting of the Waikato District Council held in Committee Rooms 1 & 2, 15 Galileo Street, Ngaruawahia on **TUESDAY 25 JUNE 2019** commencing at **10.05am**.

Present:

Ms R Schaafhausen (Chair)
Mr D Wright
Mr G Dibley
Mr GJ Ion (Chief Executive, Waikato District Council) *[from 10.07am]*

Attending:

Mr I Cathcart (General Manager Service Delivery)
Ms C Nutt (Project Manager)
Mr K Pavlovich (Waters Manager)
Ms C Pidduck (Legal Counsel)
Mr J Quinn (Communications and Engagement Manager)
Mr B Stringer (Democracy Manager)

APOLOGIES AND LEAVE OF ABSENCE

Resolved: (Mr Dibley/Mr Wright)

THAT an apology be received from Ms Colliar.

CARRIED on the voices

WGBI906/01

CONFIRMATION OF STATUS OF AGENDA ITEMS

Resolved: (Mr Dibley/Mr Wright)

THAT the agenda for a meeting of the Waters Governance Board Meeting held on Tuesday 25 June 2019 be confirmed and all items therein be considered in open meeting with the exception of those items detailed at agenda item 5 which shall be discussed with the public excluded;

CARRIED on the voices

WGBI906/02

DISCLOSURES OF INTEREST

It is noted that Mr Dibley is a Board Member of Water New Zealand.

It is noted that Ms Schaafhausen is the Chair of the Freshwater Iwi Leaders Group.

It is noted that Mr Wright is the Chair of Wellington Water Limited and also a director of Waimea Water Ltd.

Mr Ion entered the meeting at 10:07am during discussion on the above Agenda Item.

CONFIRMATION OF MINUTES

Resolved: (Ms Schaafhausen/Mr Dibley)

THAT the minutes of a meeting of the Waters Governance Board Meeting held on Tuesday 28 May 2019 be confirmed as a true and correct record of that meeting.

CARRIED on the voices

WGBI906/03

EXCLUSION OF THE PUBLIC

Agenda Item 5

Resolved: (Mr Ion/Ms Schaafhausen)

THAT the report from the Chief Executive be received;

AND THAT the public be excluded from the meeting during discussion on the following items of business:

Confirmation of Minutes dated Tuesday 28 May 2019

REPORTS

a. Watercare Status Report

The general subject of the matter to be considered while the public is excluded, the reason, and the specific grounds under section 48(1) of the Local Government Official Information and Meetings Act 1987 are as follows:

Reason for passing this resolution to withhold exists under:

Ground(s) under section 48(1) for the passing of this resolution is:

Section 7(2)(b)(i) and (ii); (i); (j)

Section 48(1)(a)

CARRIED on the voices

WGBI906/04

Open Meeting

To	Waikato District Council
From	Gavin Ion Chief Executive
Date	1 August 2019
Prepared by	Lynette Wainwright Committee Secretary
Chief Executive Approved	Y
Reference #	GOV1301
Report Title	Receipt of Minutes – Onewhero-Tuakau Community Board

1. EXECUTIVE SUMMARY

To receive the minutes of the Onewhero-Tuakau Community Board meeting held on Tuesday 4 June 2019.

2. RECOMMENDATION

THAT the minutes of the meeting of the Onewhero-Tuakau Community Board held on Tuesday 4 June 2019 be received.

3. ATTACHMENTS

OTCB Minutes – 4 June 2019

Minutes of a meeting of the Onewhero-Tuakau Community Board held in the Rugby Clubrooms, 11 Hall Road, Onewhero on **TUESDAY 4 JUNE 2019** commencing at **7.05pm**.

Present:

Mr B Cameron (Chairperson)
Ms C Conroy
Mr S Jackson
Mr L Petersen

Attending:

Mrs S O’Gorman (General Manager Customer Support)
Mrs L Wainwright (Committee Secretary)

APOLOGIES AND LEAVE OF ABSENCE

Resolved: (Mr Cameron/Mr Petersen)

THAT an apology be received from Councillors Church and Main, Mr Reeve and Mrs Watson.

CARRIED on the voices

OTCBI906/01

CONFIRMATION OF STATUS OF AGENDA ITEMS

Resolved: (Mr Cameron/Ms Conroy)

THAT the agenda for a meeting of the Onewhero-Tuakau Community Board held on Tuesday 4 June 2019 be confirmed and all items therein be considered in open meeting;

AND THAT all reports be received.

CARRIED on the voices

OTCBI906/02

DISCLOSURES OF INTEREST

There were no disclosures of interest.

CONFIRMATION OF MINUTES**Resolved: (Mr Jackson/Mr Petersen)****THAT the minutes of a meeting of the Onewhero-Tuakau Community Board held on Monday 6 May 2019 be confirmed as a true and correct record of that meeting.****CARRIED on the voices****OTCBI906/03****REPORTS**Public Forum
Agenda Item 5.1

The report was received [*OTCBI906/02 refers*] and discussions were held on the following items:

- Wastewater overflow – the new wastewater pump installed at the Onewhero Rugby Club grounds had failed.

<p>ACTION: The General Manager Customer Support to check on the regularity of the pump being monitored and the wastewater tank being emptied.</p>
--

- Freedom Camping Bylaw.
- Nigel Owens, Rugby World Cup referee, has been approached to be the guest speaker at the Onewhero Centennial in 2020.
- Old School house was currently waiting for a wharenui on the current Onewhero school grounds.
- BMX track – The Onewhero community had received the official plan for the new track.

Projects – Issues – Activities and Actions, June 2019
 Agenda Item 5.2

The report was received [OTCBI 906/02 refers] and discussion was held on the following items:

- Tuakau Youth Centre - the draft concept plan was prepared.

ACTION: The General Manager Customer Support to send the final design of the Tuakau toilets to the Chair.

Waikato District Council Executive Update
 Agenda Item 5.3

The General Manager Customer Support had no items for discussion.

Discretionary Fund Report to 23 May 2019
 Agenda Item 5.4

The report was received [OTCBI 906/02 refers].

Resolved: (Ms Conroy/Mr Petersen)

THAT the Onewhero-Tuakau Community Board:

- **agrees to commit funding of \$3,000.00 to the Tuakau Youth Centre building project;**
- **approves the reimbursement of \$537.54 (including GST) to Jackson Property Group for the trenching and cable installation on the “Welcome to Tuakau” sign at the northern entrance of George Street, Tuakau; and**
- **approves the reimbursement of \$78.86 for workshop expenses to Mr Cameron from the chairperson’s discretionary fund (Resolution No. 1812/04).**

CARRIED on the voices

OTCBI 906/04

Chairperson's Report
Agenda Item 5.5

Tabled Item: Chairperson's Report

The report was received [OTCB1906/02 refers]. The Chairperson gave a verbal report on the following items:

- Glen Murray Tennis Courts – foundation from the old wall was to be removed and a new block wall erected.

ACTION: The General Manager Customer Support to complete a CRM and the lodgement number to be emailed to the chairperson.

Councillor's/Councillors' and Board Members' Reports
Agenda Item 5.6

Tabled Items: Board Members' Reports

The report was received [OTCB1906/02 refers] and discussion was held. Verbal reports were received on the following items:

- Direction from the Board was requested for the location of five Little Libraries. Suggested locations were:
 - a. Tuakau Youth Centre, George Street, Tuakau.
 - b. Tuakau Community Garden, Buckland Road, Tuakau.
 - c. Tuakau Museum, Liverpool Street, Tuakau.
 - d. Pukekawa General Store & Motors, 800 HW22, Pukekawa.
 - e. Naike School/Community Hall, HW22, Naike.

ACTION: Ms Conroy to confirm the placement of a Little Library with the Pukekawa General Store & Motors.

ACTION: The Community Development Advisor to be advised of the suggested locations.

There being no further business the meeting was declared closed at 8.40pm.

Minutes approved and confirmed this day of 2019.

BB Cameron
CHAIRPERSON

Open Meeting

To	Waikato District Council
From	Gavin Ion Chief Executive
Date	1 August 2019
Prepared by	Lynette Wainwright Committee Secretary
Chief Executive Approved	Y
Reference/Doc Set #	GOV0516
Report Title	Receipt of Pokeno Community Committee Minutes

1. EXECUTIVE SUMMARY

To receive the minutes of the Pokeno Community Committee meeting held on Tuesday 9 April 2019.

2. RECOMMENDATION

THAT the minutes of the meeting of the Pokeno Community Committee held on Tuesday 9 April 2019 be received.

3. ATTACHMENTS

PCC Minutes – 9 April 2019



POKENO COMMUNITY COMMITTEE

MINUTES of the monthly Pokeno Community Committee meeting held in the Pokeno Hall, Pokeno, on Tuesday 9th April 2019 commencing at 7.00pm.

Committee Members Present:	Helen Clotworthy, Janet McRobbie. Lance Straker, Doug Rowe, Maurice Roberts ,Paul Heta, Charles Hackett
Guests in Attendance	Kevin Stokes - WDC, Sam Toka - WDC, Gavin Donald GDC, Jason Marconi, Sport Waikato
Councillors in Attendance	Cr S Henderson
Community Members Attending	Community Members attended

1. APOLOGIES AND LEAVE OF ABSENCE

Apologies were received from Cr Jacqi Church, Tricia Graham, Rick Odom, Todd Miller, Kris Hines, Wayne Rodgers

Moved that the apologies be accepted: Helen Clotworthy

Seconded: Paul Heta

2 CONFIRMATION OF THE STATUS OF THE AGENDA.

Moved ,Helen Clotworthy, Seconded Janet Mc Robbie

3 DISCLOSURE OF INTEREST

There was no disclosure of interest

4 CONFIRMATION OF PREVIOUS MINUTES meeting held 12TH February 2019

Moved that the minutes be accepted: Helen Clotworthy

Seconded Doug Rowe



5 . REPORTS

5.1 POKENO WORKS &ISSUES:

Gavin Donald update to the community regarding North Waikato Sport and Recreation Needs Assessment.

Gavin presented that North Waikato Sport had talked and consulted with schools and clubs about the need to access space and good facilities. The recommendation was for Pokeno that the ‘Munro’ road block was essential as a hub and to promote future sports club growth. Currently Pokeno had approx. 11 hectares allocated space, but in fact needs by 2045, 33 hectares of accessible space.

Key to this was the Munro block in the medium term, for possible cricket and football activities.

Kevin Stokes added that currently Council was seeking a stormwater report, re flooding and accessibility to the Munro block.

Kevin said if the Munro Block was deemed unsuitable for purpose, then the alternatives are 3 years away, in the interim maybe Tennis club revival, with similar multi type sports within a small facility!

The stormwater report will be available for the May meeting as will the OPUS report.

Jason Marconi, presentation Volunteer Recognition Award .

Jason is the District Coordinator for Sport Waikato ,his role is help council set up facilities for communities and to connect .He presented Marlene Lynarn with a Sports Jacket/top in honour of her commitment setting up a ‘hiking club ‘in Pokeno .He said Marlene was an incredible hostess, organiser and she went out of her way to involve ‘all’ levels of walkers and walks within an hour or so of Pokeno.

Foot path ZIGZAG

Kevin informed the meeting that council have made numerous attempts to contact Mr Russell Parkinson from Dines Group to get the pathway ‘quoted’ and sorted out for the residents. It is now some 4 months since the developers were again approached and 12 months since Mr Parkinson was getting costings together ! It was suggested that the WDC contact Colin Botica to follow up.

Double Yellow Lines Helenslee Road ‘bend’

Kevin will follow up as these lines were supposed to have been painted in March. Council waiting for surveyors reports re property boundaries before any tree trimming can take place on this bend.

Toilets

Kevin informed the meeting that cubicle screens (between Men’s/Women’s entrances)were to be installed and that there was also a paint upgrade .Helen suggested we look at those colour options at our May meeting.

Cemetery Design

Nothing yet re design. Pokeno ,Tuakau,Onewhero, residents and Community groups will be consulted via a WDC community projects team workshops at some stage in the future.



Bus Stops.

Kevin tabled the 'route' Map for the new Pokeno, Tuakau, Pukekohe bus service. The Bus route is to start in September and will have Buses every 45 minutes during Peak hours, every 3 hours non-Peak and on Saturdays and Sundays every 6 hours each way.

Street Lights (Main Street)

Kevin informed the PCC that all the main street lights will be replaced by LED's and that Banner poles would be erected on the right hand roadside. To be completed new season October.

Supermarket Update

The supermarket submissions go to council in late April and will be publicly notified. Kevin informed PCC that Wellington street is the preferred entrance, not Great South Road. Full set of visuals at next meeting in May. Proposed start date is October 2019 at this stage.

Community Projects

Tata Developments are proposing an upgrade to the boat ramp at Mercer. Kevin informed us. It is only at the 'infancy' stage, more funding is required and additional contribution probably needed. Work in progress continues with all groups involved.

Moved Helen Clotworthy, seconded Janet Mc Robbie.

5.2 POKENO COMMUNITY SCHEDULE

Helen will contact Colin Botica for updates. May, supermarket visuals to be presented. Toilet block colours to be discussed.

5.3 IWI AND PARTNERSHIP MANAGER.

Sam Toku, WDC Iwi and Community Partnership Manager.

Sam was welcomed to our meeting by Paul Heta on behalf of local Iwi and the community.

Sam's role is to work with local Iwi groups and consult with council and known developers.

Sam raised the point that there were seven steps to name streets and that he had been informed no streets were in Maori in Pokeno! Given the historical past of Pokeno he thought this was odd! Helen Clotworthy informed him that as a community, we were very involved in our street naming and our history. The process of street naming was explained and that the community was involved.

5.4 COUNCILLORS REPORT

Councillor Stephanie Henderson, reported that the Railway bridge railing on Whangaratta road was finally being replaced as soon as NZTA and rail could arrange it!

5.5 COMMITTEE REPORT. 5.7 GENERAL BUSINESS

Doug informed the PCC that the meet and greet was going really well and 29 people attended the last meet.



Someone had broken/smashed the 'little' library door by the toilet block. Wayne and Doug fixed and replaced it .

The community patrol has been funded with laptop tablets to enable more efficient reporting and recordings for the appropriate authority.

The 'poppies' will be erected for the ANZAC service/parade at 2pm on the 18th .Janet Mc Robbie commented that it would be nice if WDC staff could get the planning timeline correct for planting the gardens to correspond with the service of commemoration at the memorial

5.6 NEXT MEETINGS AGENDA

THIS WAS COVERED IN 5.1 AND 5.2, Helen Clotworthy thanked the visitors for their attendance and contribution. There being no **further business the meeting was closed at 8.45 pm.**

NEXT MEETING MAY 14TH 7PM. at the Pokeno Hall

Open Meeting

To	Waikato District Council
From	Gavin Ion Chief Executive
Date	5 August 2019
Prepared by	Lynette Wainwright Committee Secretary
Chief Executive Approved	Y
Reference #	GOV1301
Report Title	Receipt of Tamahere Community Committee Minutes

1. EXECUTIVE SUMMARY

To receive the minutes of the Tamahere Community Committee meeting held on Monday 1 July 2019.

2. RECOMMENDATION

THAT the minutes of the meeting of the Tamahere Community Committee held on Monday 1 July 2019 be received.

3. ATTACHMENTS

TCC Minutes – 1 July 2019



**Minutes of Committee Meeting
Held 7.30pm on Monday July 1st, 2019
Tamahere Community Centre**

Present:

TCC: Graham McAdam, Joy, Jane Manson, Leo Koppens, Shelley Howse, Connie Chittick, Bevan Coley, Charles Fletcher

WDC: Ross Bayer, Jacob Quinn

Tamahere Lions: Sue Fookes

1. **Apologies:** Alison Ewing, James Yearsley, Cr Bech, Ro Edge, Ingrid ter Beek

2. **Confirmation of Minutes** of Meeting held on June 10th, 2019

Moved: Leo Koppens **Seconded:** Charles Fletcher **All in Favour:** Carried

3. **Matters arising:** none

4. **Correspondence Tabled**

IN – Email

- WDC Comms. Library agreement with HCC
- Minister Genter acknowledgement of open letter
- WDC to Leo Koppens – reserve management plan submission
- Cr Bech – Media coverage of Tamahere Park opening
- Cr Bech – Tamahere School boundary clarification from Principal Parker
- Office of Sir Brian Roche NZTA CEO - acknowledgement of open letter
- Tim van de Molen - acknowledgement of open letter
- WDC – Remittance advice for final Tamahere Hall payments 2018/19
- WDC – Invite to Tamahere Park opening
- WDC – district plan link
- Jacob Quinn WDC – Tamahere blueprint plan link
- WDC – Tamahere Park playground trees
- Cr Bech - -new closing date for submissions, Proposed District Plan

OUT- Email

- TCC open letter to NZTA, local and national government re; Tamahere connectivity issues

Moved: Shelley Howse **Seconded:** Bevan Coley **All in Favour -** Carried

Motion: Move to send letter of thanks to Mayor Allan from TCC for funding the opening celebration. Action Sue Roberston to complete letter.

Moved: Jane Manson **Seconded:** Shelley Howse **All in Favour:** Carried

5. Cr Bech Report

Moved: Jane Manson **Seconded:** Shelley Howse **All in Favour:** Carried

6. Service Delivery

Ross Bayer (WDC) advised that Birchwood lane new part has had curbing laid incorrectly, to fix this would be c\$25k, however to fully correct they will pull all curbing out and do correctly, \$40k. Completed July.

WDC is supportive of TCC position for over-bridge and safe access across East/West link SH.

Jacob Quinn, report.

Large signage board over 1sqm needs consent, if the sign is wanted the tenants need to approach landlord. Jacob to follow up signage on airport road for the Commercial Hub. TCC to approach tenants that they can discuss with Fosters for signage board.

Richard to clarify where new toilets will drain to and was the drain put in.

Signage – TCC happy with standard parks and council signage. Jacob will come back regarding positive values signage and no smoking and no alcohol.

7. Other Business

- **Bilingual signage at Tamahere Hub**
 - WDC has a policy for signage.
- **Community heritage signage**
 - Kitty Burton from Matangi Committee working with WDC around a heritage sign. TCC can apply to WDC for the heritage fund. Sue to keep in contact with Kitty regarding their progress.
- **NZTA bridge and footpaths update**
- **WDC Blueprint review**
 - ongoing
- **District Plan subcommittee report**
 - No update, submissions due 16th July 2019. TCC happy for Sue and Leo to reconvene and make decision of resubmission
- **Tamahere Reserve Report**
 - No report
- **Tamahere Playground and skatepark signage**
 - Discussed above in Jacobs report
- **Tamahere Hub Tenants board**

106

- Discussed above in Jacobs report
- **Wiremu Tamihana planting update**
 - Leo and Sue to follow up with Duncan regarding types of trees
- **Payment to Pip Stevenson**
 - Motion to pay Pip 6 monthly payment

Moved: Sue Robertson **Seconded:** Jane Manson **All in Favour:** Carried

- **Lions**
 - Letter of support for Tamahere Lions to complete BBQ and Shelter from TCC and WDC.

Motion: Sue to complete letter of support.
Jacob to arrange WDC letter

Moved: Sue Manson **Seconded:** Bevan Coley **All in Favour:** Carried

In committee: 8:40pm

Moved: Leo Koppens **Seconded:** Sue Manson **All in Favour:** Carried

Out of committee 8:55pm.

Date of next meeting: Monday August 5th 2019

Meeting closed 8:59pm

Open Meeting

To	Waikato District Council
From	Gavin Ion Chief Executive
Date	1 August 2019
Prepared by	Lynette Wainwright Committee Secretary
Chief Executive Approved	Y
Reference #	GOV1301
Report Title	Receipt of Te Kauwhata Community Committee Meeting Minutes

1. EXECUTIVE SUMMARY

To receive the minutes of the Te Kauwhata Community Committee meeting held on Wednesday 5 June 2019.

2. RECOMMENDATION

THAT the minutes of the meeting of the Te Kauwhata Community Committee held on Wednesday 5 June 2019 be received.

3. ATTACHMENTS

TKCC Minutes – 5 June 2019

MINUTES of a meeting of the Te Kauwhata Community Committee held at the St John Ambulance Rooms, 4 Baird Avenue, Te Kauwhata on **WEDNESDAY 5 JUNE 2019** commencing at **7.00pm**.

Present:

Ms T Grace (Chairperson)
Cr JD Sedgwick
Mrs C Berney (Secretary)
Mr D Hardwick
Mr T Hinton
Mr C Howells
Mr B Weaver

Attending:

Mr V Ramduny (Strategic Projects Manager)

APOLOGIES AND LEAVE OF ABSENCE

Resolved: (Mr D Hardwick, Mr T Hinton)

THAT an apology be received from Mr J Cunningham and Mr K Dawson.

CARRIED on the voices

TKCCI906/01

CONFIRMATION OF STATUS OF AGENDA ITEMS

Resolved: (Mr T Hinton, Mr B Weaver)

THAT the agenda for a meeting of the Te Kauwhata Community Committee held on Wednesday 5 June 2019 be confirmed and all items therein be considered in open meeting;

AND THAT all reports be received.

CARRIED on the voices

TKCCI906/02

Open Meeting

To	Waikato District Council
From	GJ Ion Chief Executive
Date	1 August 2019
Prepared by	W Wright Committee Secretary
Chief Executive Approved	Y
Reference #	GOV1301
Report Title	Receipt of Meremere Community Committee Minutes

1. EXECUTIVE SUMMARY

To receive the minutes of the Meremere Community Committee held on Thursday 13 June 2019.

2. RECOMMENDATION

THAT the minutes of the Meremere Community Committee held on Thursday 13 June 2019 be received.

3. ATTACHMENTS

Meremere Community Committee Minutes – 13 June 2019

MINUTES of a meeting of the Meremere Community Committee held at the Meremere Community Hall, Heather Green Avenue, Meremere on **THURSDAY 13 JUNE 2019** commencing at **7.00pm**.

Present:

Mr J Katu (Chairperson)
Ms M Tararo (Secretary)
Mr J Harman
Ms C Heta

Attending:

Mr M Balloch (Building Quality Manager)
Mr S Toka (Iwi and Community Partnerships Manager)

APOLOGIES AND LEAVE OF ABSENCE

Resolved: (Mr Harman/Ms Heta)

THAT an apology be received from Cr Sedgwick, Mr Ngatai and Mr Brown.

CARRIED on the voices

MMCCI906/01

CONFIRMATION OF STATUS OF AGENDA ITEMS

Resolved: (Mr Harman/Ms Heta)

THAT the agenda for a meeting of the Meremere Community Committee held on Thursday 13 June 2019 be confirmed and all items therein be considered in open meeting;

AND THAT all reports be received.

CARRIED on the voices

MMCCI906/02

DISCLOSURES OF INTEREST

There were no disclosures of interest.

CONFIRMATION OF MINUTES**Resolved: (Mr Katu/Mr Harman)****THAT the minutes of a meeting of Meremere Community Committee held on Thursday 9 May 2019 be confirmed as a true and correct record of that meeting.****CARRIED on the voices****MMCCI906/03****REPORTS****Works & Issues Report****Agenda Item 5.1**

The report was received [*MMCCI906/02 refers*] and discussion was held on the following matters:

- Paint rollers request will be co-ordinated by Citycare as required.
- Mr Toka has approached Waikato Tainui Property Manager, Porsha Wharakura regarding the need to tidy up and maintain shelter belt.
- Existing library: Expression of interest in this building will go out to the public and one application has since been received from Irene Mtakwa (Meremere Church youth group co-ordinator). The new building is progressing quickly and is expected to be complete before its expected date in August.
- A query was raised regarding Transpowers involvement in the consent process of the new library.

ACTION: Mr Toka to make enquiries on Transpowers involvement in the consent process of the new library.

- Status of Doctors services: A meeting is to be held between the current doctor service providers Te Kauwhata Healthcare and the Hall Committee regarding the continued delivery of services from the Community Centre.

ACTION: Mr Balloch to facilitate a meeting between the current doctor service providers, Te Kauwhata Healthcare, and the Hall Committee regarding the continued delivery of services from the Community Centre and report back to the committee.

Open Meeting

To	Waikato District Council
From	Tony Whittaker Chief Operating Officer
Date	27 July 2019
Prepared by	Sharlene Jenkins Executive Assistant
Chief Executive Approved	Y
Reference #	GOV1301 / 2316651
Report Title	Retrospective Approval of Waikato District Crime Prevention Technology Trust 2019 Deed of Trust

I. EXECUTIVE SUMMARY

The purpose of this report is to seek Council's retrospective approval of the Deed of Trust for the Waikato District Crime Prevention Technology Trust 2019 ("the Trust").

The Waikato District Crime Prevention Technology Trust has been in place since 2006.

Council resolved in March 2016 to revoke the previous Deed of Trust in favour of a new Deed of Trust. This was to extend the area of jurisdiction of the new Trust, given that the size of the district increased with the incorporation of part of the Franklin district in 2010.

Council subsequently resolved in August and December 2017 to amend the composition of the Trustees of the Trust to three community representatives from the Waikato District; and two elected members of the Council. New Zealand Police representatives and a Council staff member were removed as Trustees so they could provide support and act as advisors, rather than perform the role and functions of a Trustee.

The Deed of Trust has been further amended to address some practical issues being experienced with the operation of the Trust. These issues mainly pertain to the flexibility of Trustee membership and achievement of meeting quorums. Cr Lisa Thomson has been appointed as a Trustee following the resignation of Mr Clint Baddeley.

The Deed of Trust has been amended further as follows:

- The name of the Trust has been updated to Waikato District Crime Prevention Technology Trust **2019**;
- Clause 6.2. Trustees Composition
Amended composition to be five persons of standing consisting of community representatives from the Waikato District and Elected members of the Council. The powers of appointment and removal of Trustees remain unchanged with the Council.

- Clause 9.5. Quorum
Amended to reduce the quorum from four to three.
- Schedule of Trustees
Councillor Thomson has been added following the resignation of Mr Clint Baddeley.

The purposes of the Trust remain the same.

Council are being asked to retrospectively approve the amendments to the Deed of Trust as attached.

2. RECOMMENDATION

THAT the report from the Chief Operating Officer be received;

AND THAT the Council retrospectively approves the amended Waikato District Crime Prevention Technology Trust 2019 Deed of Trust as at 28 May 2019 (Appendix I to the staff report).

3. ATTACHMENTS

Appendix I Waikato District Crime Prevention Technology Trust 2019 Deed of Trust

THE PERSONS WHOSE NAMES ARE SET OUT IN THE SCHEDULE
(“Trustees”)

DEED OF TRUST

Waikato District Crime Prevention Technology Trust 2019

**DEED OF TRUST
WAIKATO DISTRICT CRIME PREVENTION TECHNOLOGY TRUST 2019
CONTENTS**

PARTIES

INTRODUCTION

CLAUSE NO:

1. NAME OF TRUST..... 1

2. DEFINITIONS AND INTERPRETATIONS..... 1

3. DECLARATION OF TRUST..... 2

4. PURPOSES OF THE TRUST..... 2

5. MEANS OF ACHIEVING PURPOSES..... 3

6. TRUSTEES..... 3

7. POWERS OF TRUSTEES..... 4

8. CCO STATUS..... 4

9. ADMINISTRATION OF THE TRUST AND REPORTING..... 4

10. OFFICERS..... 7

11. FINANCE..... 7

12. INCORPORATION AND REGISTRATION..... 7

13. LIABILITY AND INDEMNITY OF TRUSTEES..... 8

14. INTERESTED TRUSTEE..... 8

15. PECUNIARY PROFIT..... 9

16. RESTRICTIONS ON BENEFITS TO AND INFLUENCE BY INTERESTED PERSONS..... 9

17. OFFICE OF THE TRUST..... 10

18. ALTERATIONS OF TERMS OF DEED..... 10

19. GOVERNING LAW..... 10

20. WINDING UP..... 10

Schedule

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DEED OF TRUST**WAIKATO DISTRICT CRIME PREVENTION TECHNOLOGY TRUST 2019**

DEED dated the 28th day of May 2019

PARTIES

THE PERSONS WHOSE NAMES ARE SET OUT IN THE SCHEDULE ("Trustees")

INTRODUCTION

- A. The Trustees have agreed to become the trustees of a trust for the purposes and upon the terms and subject to the powers and discretions more particularly set out in this deed.
- B. The Trustees hold or will hold following the execution of this deed all the distributable assets of the Waikato District Crime Prevention Technology Trust, consequent upon the winding up of such trust, which was formed in 2006.
- C. It is anticipated that further money, property and investments may from time to time be acquired by the trustees for the purposes of the Trust.

OPERATIVE PROVISIONS**1. NAME OF TRUST**

The Trust created by this deed shall be known as the Waikato District Crime Prevention Technology Trust 2019.

2. DEFINITIONS AND INTERPRETATIONS**2.1 Definitions**

"**Act**" means the Trustee Act 1956.

"**CCO**" means a council-controlled organisation within the meaning of the LGA'02.

"**Chairperson**" is as provided for by clause 10.1.

"**LGA'02**" means the Local Government Act 2002.

"**Council**" means the Waikato District Council and its successors.

"**Police**" or "**New Zealand Police**" means the New Zealand Police Force.

"**Secretary**" is as provided for by clause 10.3.

"**Trust**" means the trust created by this deed.

"**Trust Fund**" means the assets referred to in paragraph B. of the Introduction to this deed, or property which may in the future be received or acquired by the Trustees from any source whatsoever for the purposes of the Trust and the money and investments from time to time

representing such property and, unless inconsistent with the context, the income from such property.

“Operative Date” means the date of this deed.

2.2 Interpretation

In this deed:

- (a) except as otherwise expressly provided by this deed, all powers or discretions vested in the Trustee by any clause shall not in any way be limited or restricted by the interpretation of any other clause;
- (b) the interpretation of this deed in cases of doubt is to favour the broadening of the powers and the restricting of the liabilities of the Trustee;
- (c) unless the context otherwise requires:
 - (i) words importing the singular include the plural and vice versa;
 - (ii) words importing one gender include the other genders;
 - (iii) words denoting natural persons include companies;
 - (iv) reference to a statute shall be deemed to be reference to that statute as from time to time amended, re-enacted or substituted;
 - (v) reference to a clause is, unless, otherwise specified, a reference to a clause of this deed;
- (d) headings have been inserted for guidance only, and shall not be deemed to form part of the context of this deed.

3. DECLARATION OF TRUST

- 3.1 The Trustees declare and acknowledge that the Trustees shall, from the Operative Date, stand possessed of the Trust Fund upon the trusts and with and subject to the powers and discretions contained or implied in this deed exclusively for the purposes set out in clause 4 of this deed.

4. PURPOSES OF THE TRUST

- 4.1 The purposes of the Trust are as follows:
 - (a) To extend the capabilities of, and provide assistance to, the New Zealand Police to effect a reduction of crime in the Waikato District.
 - (b) To better ensure that members of the public can feel safe and secure within the Waikato District.
 - (c) To maintain a healthy business and social environment in the Waikato District.
 - (d) All things which are incidental and conducive to the attaining of the foregoing purposes.

all the above purposes being purposes which are charitable under the law of New Zealand.

5. MEANS OF ACHIEVING PURPOSES

- 5.1 The Trustees, in order to achieve the purposes of the Trust, in addition to all other powers vested in the Trustees:
- (a) shall establish, own, operate and maintain public area security camera systems in the Waikato District including Huntly, Ngaruawahia, Raglan, and Tuakau areas, and in other areas from time to time, to enable the Police to obtain visual and audio images of activities for the protection and safety of the public generally; and
 - (b) may establish and implement other public safety technologies.

6. TRUSTEES

Number of Trustees

- 6.1 The number of Trustees shall be not less than four persons and not more than eight persons. The initial Trustees shall be the signatories to this deed. If at any time there are less than four Trustees the person or persons having the power of appointment of Trustees shall act so as to increase the number of Trustees to four as soon as is reasonably practicable. The remaining Trustees, but no lesser number than two, shall be entitled to act until the number of Trustees is so increased and no act or decision of the Trustees shall be called into question on such account.

Trustees Composition

- 6.2 The composition of the Trustees shall be as follows:

Five persons of standing consisting of community representatives from the Waikato District, and elected members of the Council, all of whom shall be subject to the appointment, reappointment and removal processes set out in this clause 6.

Power of Appointment

- 6.3 The power of appointing, reappointing and removing Trustees shall be vested in the Council, but subject to clause 6.5.

Trustee Tenure

- 6.4 Each Trustee shall hold office for a period from the date of appointment or reappointment until the triennial local body election, and shall be eligible for reappointment for one further term of three years. The term of office of the initial Trustees shall be from the date of this deed until the triennial local body election in 2019.

Appointment Continuance

- 6.5 If the Council, given a reasonable opportunity to do so, does not for any reason exercise its power of appointment or reappointment in terms of this clause 6 the Trustees, or the remaining or continuing Trustees as the case may be, shall be entitled to exercise such power of appointment or reappointment of Trustees.

7. POWERS OF TRUSTEES

- 7.1 The Trustees shall promote the purposes of the Trust and shall act on the Trust's behalf and in particular and in addition to all other powers conferred by law the Trustees shall have the same powers as a natural person acting as beneficial owner of the Trust Fund and such powers shall not be limited or restricted by any principle of construction or rule of law or statutory power or provision except as provided in this deed and otherwise to the extent that such is obligatory, which shall include the status of the Trust as a CCO if not exempted from such status as provided by clause 8.

8. CCO STATUS

- 8.1 The Trust, as is acknowledged by the Council and the Trustees, is a CCO and is subject to the provisions of the LGA'02 which are applicable to a CCO.
- 8.2 Section 7 of the LGA'02 enables exemptions from CCO status to be granted by resolution of the Council and the Council agrees to consider the applicability and desirability of such exemption being granted to the Trust with effect from the Operative Date and from time to time during the term of the Trust.
- 8.3 For the purposes of section 7 of the LGA'02 the Council and the Trustees confirm and agree:
- (a) that the Trust is not intended to be a council-controlled trading organisation;
 - (b) the Trust is a small organisation; and
 - (c) the Trust's activities are restricted to the Waikato District and are confined in nature.
- 8.4 In the case of the Trust not being exempt or ceasing to be exempt from CCO status for any reason the Council will endeavour to provide reasonable notice to the Trustees to enable compliance by the Trustees with the CCO provisions of the LGA'02 as set out in Part 5 of the LGA'02 within the specified time periods.

9. ADMINISTRATION OF THE TRUST AND REPORTING

Meetings

- 9.1 The Trustees shall meet to conduct business at such intervals as the Trustees may decide according to the needs of the Trust. The Trustees may invite to such meeting whatever other person or persons as the Trustees may decide will assist with their deliberations.

Voting

- 9.2 Except as expressly provided otherwise by this deed any matter requiring decision at a meeting of the Trustees shall be decided unanimously by the Trustees personally present and voting on the matter. If a unanimous decision cannot be reached on any matter it shall be decided by a majority of votes. In the event of an equality of votes the Chairperson shall have a second or casting vote.

Resolution in Writing

- 9.3 A resolution in writing signed by all the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees. Any such resolution shall be valid if signed in counterpart copies or confirmed by electronic communication.

Convening Meetings

- 9.4 The Chairperson, Secretary or any two Trustees may at any time give notice convening a meeting of the Trustees. Such notice shall be given by post, facsimile or email to each Trustee at their last known address, facsimile number or email address at least 14 days before the date of the proposed meeting unless compliance with such period of notice is modified or waived by all Trustees. The notice shall state the time and place of the meeting and, in efficient terms, the nature of the business to be transacted.

Quorum

- 9.5 The quorum for a meeting of Trustees shall, subject to clause 6.1, be not less than three Trustees.

Minutes

- 9.6 Minutes of the proceedings of all meetings of the Trustees shall be recorded in a book or other permanent record to be kept for that purpose by the Secretary and shall be signed by the Chairperson of the meeting at which the minutes are confirmed. Every such minute purporting to be so signed shall be prima facie evidence of the matters recorded.

Meetings by Telephone

- 9.7 The contemporaneous linking together of a quorum of the Trustees and the Secretary by telephone (which may include a voice/visual link) shall constitute a meeting of the Trustees and the provisions of this clause as to meetings of the Trustees shall apply to such meetings provided the following conditions are met:
- (a) Each Trustee shall be entitled to at least two days' notice of such a meeting by telephone and to be linked by telephone for the purposes of the meeting.
 - (b) Each of the Trustees taking part in the meeting by telephone must be able to hear each of the other Trustees taking part during the whole of the meeting.
 - (c) At the commencement and conclusion of such meeting each Trustee must acknowledge his or her presence.
 - (d) A Trustee may not withdraw from such a meeting unless that Trustee has previously obtained the express consent of the Chairperson of the meeting to do so.
 - (e) A Trustee linked by telephone for the purposes of the meeting shall be conclusively presumed to have formed part of the quorum of such meeting throughout the meeting unless that Trustee obtains the express consent of the Chairperson to withdraw from such a meeting.

Minute of Proceedings

- 9.8 A minute of the proceedings of a meeting by telephone under clause 9.7 shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified to be a correct minute by the Chairperson of the meeting.

Annual General Meeting

- 9.9 The Trustees shall within three months of the end of each financial year of the Trust hold an annual general meeting. The Secretary shall give no less than 30 days' notice of the annual general meeting to the Trustees. The business to be transacted at the annual general meeting shall be:

- (a) the receipt and approval of the minutes of the previous annual general meeting and of any other special general meeting held since the last annual general meeting;
- (b) the receipt and approval of the financial statements of the Trust for the preceding financial year of the Trust;
- (c) the receipt and approval of a forecast of income and expenditure for the current financial year of the Trust;
- (d) the consideration and approval of a report on the Trust's activities for the previous financial year;
- (e) the election of a Chairperson under clause 10;
- (f) remuneration of Trustees (if any);
- (g) special business of which notice in writing has been given to the Secretary at least 14 days prior to the date of the meeting.

The Secretary shall circulate a written agenda (including all special business) to the Trustees at least 14 days prior to the date of the meeting.

Annual Report

- 9.10 The Trustees shall prepare and publish an Annual Report within four months after the end of the Trust's financial year (being 30 June). The Annual Report will include the financial statements and a report from the Chairperson about the Trust's activities (including a commentary on the performance of the Trust).

Validity of Proceedings

- 9.11 All acts done by any meeting of Trustees or by any person acting as Trustee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Trustee or Trustees or that any Trustee was for any reason disqualified from holding office as Trustee or that there was accidental failure to comply with any of clauses 9.1 to 9.9 shall be as valid as if such Trustee had been duly appointed and was qualified to hold office as Trustee and the requirements of clauses 9.1 to 9.9, had been complied with.

Delegation of Powers

- 9.12 The Trustees may delegate to any committee of Trustees or to the Secretary, such of the powers and functions of the Trustees as the Trustees may decide and in respect of any such delegation:
- (a) any committee of Trustees or the Secretary acting under delegated power shall act in accordance with the terms of this deed and, in the absence of proof to the contrary, shall also be presumed to be acting within the terms of the delegation;
 - (b) the Trustees may revoke wholly or partly any delegation of the powers or functions of the Trustees at any time;
 - (c) subject to any directions given by the Trustees, any committee of Trustees or the Secretary to which any powers of the Trustees have been delegated shall conduct its affairs as that committee or the Secretary may decide; and

- (d) the Trustees may provide restrictions within which or rules by which such delegated powers are to be exercised.

10. OFFICERS

Chairperson

- 10.1 The Trustees shall at their first meeting after the Operative Date elect one Trustee to act as Chairperson of the Trustees until the next annual general meeting of the Trust and at that annual general meeting shall elect one Trustee to act as Chairperson until the next annual general meeting, and so forth.

Temporary Chairperson

- 10.2 In the absence of the Chairperson, the Trustees present shall elect one of their number to chair any meeting of the Trustees.

Secretary

- 10.3 The Trustees shall appoint a Secretary who shall be a person recommended by the Council to the Trustees from time to time during the term of the Trust.

11. FINANCE

Bank Account

- 11.1 The Trustees shall open or maintain a separate trust ledger or trust account for the Trust Fund with the Council within the banking arrangements of the Council, subject to the direction and control of the Trustees through the Secretary. Cheques, payments, withdrawals and authorities shall be signed or endorsed, as the case may be, in accordance with the financial administration requirements of the Council from time to time.

Accounts

- 11.2 The Trustees shall cause financial statements for each year to be kept and audited in accordance with prudent practice applicable to charitable trusts, the requirements of applicable legislation, and in any event in compliance with the requirements of the Charities Act 2005.

Financial Year

- 11.3 The financial year of the Trust shall end on 30 June in each year.

12. INCORPORATION AND REGISTRATION

Application

- 12.1 The Trustees shall apply to incorporate as a board under Part 2 of the Charitable Trusts Act 1957 under the name of the Trust.

Incorporation as a Board

- 12.2 Upon incorporation all the powers, discretions, obligations and duties conferred on the Trustees by this deed or by law shall be conferred upon the Trustees as a trust board.

Common Seal

- 12.3 Following incorporation the Trustees shall obtain a seal and provide for its safe custody. The seal shall be affixed by the authority of the Trustees previously given to any document requiring execution by the Trustees. Each such affixing shall be attested by two Trustees and shall be sufficient evidence of authority to affix the seal.
- 12.4 No person dealing with the Trustees shall be bound or concerned to see or enquire as to the authority to affix the seal, or to enquire as to the authority under which any document was sealed or in whose presence it was sealed.

Charities Act Registration

- 12.5 The Trustees shall as soon as practicable after the execution of this deed apply for registration as a charitable entity under the Charities Act 2005.

13. LIABILITY AND INDEMNITY OF TRUSTEES**No Liability of Trustees**

- 13.1 No Trustee shall be liable for any loss to the Trust Fund unless attributable to that Trustee's own dishonesty, or to the wilful commission or omission by that Trustee of an act known by that Trustee to be a breach of trust. No Trustee shall be bound to take any proceedings against any other Trustee for any breach or alleged breach of trust committed by such Trustee.

Indemnity of Trustees

- 13.2 Each Trustee shall be entitled to a full and complete indemnity from the Trust Fund for any personal liability which that Trustee may incur in any way arising from or in connection with that Trustee acting or purporting to act as a Trustee of the Trust, unless such liability is attributable to that Trustee's own dishonesty, or to the wilful commission or omission by that Trustee of an act known by that Trustee to be a breach of trust.

14. INTERESTED TRUSTEE**Disclosure of Interest**

- 14.1 Any Trustee who is or may be in any other capacity whatever interested or concerned directly or indirectly in any property or undertaking in which the Trust is or may be in any way concerned or involved shall disclose the nature and extent of that Trustee's interest to the other Trustees, and shall not take any part whatever in any deliberations of the Trustees concerning any matter in which that Trustee is or may be interested other than as a Trustee of the Trust.

Recording of Interest

- 14.2 A disclosure by an interested Trustee shall be recorded in the minutes of the meeting at which such disclosure is made. If any question shall arise at any meeting as to the materiality of a Trustee's interest or as to the entitlement of any Trustee to vote and such question is not resolved by that Trustee voluntarily agreeing to abstain from voting, such question shall be referred to the

Chairperson and the Chairperson's ruling in relation to that Trustee shall be final and conclusive except in any case where the nature or extent of the interest of that Trustee has not been fully disclosed.

15. PECUNIARY PROFIT

No Private Pecuniary Profit

- 15.1 No private pecuniary profit may be made by any person from the Trust, except that:
- (a) any Trustee may receive remuneration for services rendered to the Trust in the capacity of Trustee as confirmed at each annual general meeting of the Trust;
 - (b) any Trustee may receive full reimbursement for all expenses properly incurred by that Trustee in connection with the affairs of the Trust;
 - (c) the Trust may pay reasonable remuneration to any officer or servant of the Trust, including the Secretary, (whether a Trustee or not) in return for services actually rendered to the Trust;
 - (d) any Trustee may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Trustee or by any firm or entity of which that Trustee is a member, employee or associate in connection with the affairs of the Trust;
 - (e) any Trustee may retain any remuneration properly payable to that Trustee by any company or undertaking with which the Trust may be in any way concerned or involved for which that Trustee has acted in any capacity whatever, notwithstanding that that Trustee's connection with that company or undertaking is in any way attributable to that Trustee's connection with the Trust.

Trustees to Comply with Restrictions

- 15.2 The Trustees, in determining all reimbursements, remuneration and charges payable in terms of this clause, shall ensure that the restrictions imposed by the following clause are strictly observed.

16. RESTRICTIONS ON BENEFITS TO AND INFLUENCE BY INTERESTED PERSONS

Recipients Not to Influence Benefits

- 16.1 Notwithstanding anything contained or implied in this deed, any person who is:
- (a) a Trustee of the Trust; or
 - (b) a shareholder or director of any company carrying on any business of the Trust; or
 - (c) a settlor or trustee of any trust which is a shareholder of any company carrying on any business of the Trust; or
 - (d) an associated person (as defined by the Income Tax Act 2007) of any such settlor, trustee, shareholder or director,

shall not by virtue of that capacity in any way (whether directly or indirectly) determine, or materially influence in any way the determination of the nature or the amount of any benefit or

advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by that person.

Professional Account and Influence

- 16.2 A person who in the course of and as part of the carrying on of his or her business of a professional public practice shall not, by reason only of his or her rendering professional services to the Trust or to any company by which any business of the Trust is carried on, be in breach of the terms of this clause 16.
- 16.3 Nothing in this clause 16 shall prevent or restrict the Trustees from properly fulfilling or carrying out the purposes of the Trust.

17. OFFICE OF THE TRUST

- 17.1 The office of the Trust shall be at Ngaruawahia or such other place as the Trustees from time to time may decide.

18. ALTERATIONS OF TERMS OF DEED

- 18.1 The Trustees may, by a unanimous resolution and with the prior consent of the Council, revoke, vary, or add to any of the provisions of this deed, provided such revocation, variation, or addition does not detract from the purposes of the Trust, or jeopardise the Trust's ability to retain its status as a charitable entity under the Charities Act 2005. For the purposes of this clause a unanimous resolution means a resolution of all persons for the time being holding office as Trustees.

19. GOVERNING LAW

- 19.1 The Trust shall be governed by and construed in accordance with the laws of New Zealand.

20. WINDING UP

Winding Up

- 20.1 The Trustees shall wind up the Trust at any time if:
- (a) the Trustees decide, by the unanimous resolution of the Trustees with the prior consent of the Council, that for any reason it is no longer practicable or desirable to carry out the purposes of the Trust; or
 - (b) the Council notifies the Trustees that the Council has determined that the term of the Trust should come to an end.

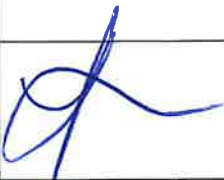
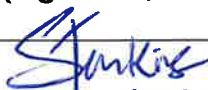








Surplus Assets

- 20.2 On the winding up of the Trust all surplus assets, after payment of all costs, debts and liabilities shall be paid, applied or appropriated by the Trustees, by the unanimous resolution of the Trustees with the consent of the Council for charitable purposes within the Waikato District which are the same or similar to the purposes of the Trust.

EXECUTION

SIGNED by
THE TRUSTEES being the persons whose names are set out in the Schedule below.

SCHEDULE

Name	Signature	Witness to Signature (Signature, Occupation, Address)
Elizabeth Rose Thomson		 SHARLENE JENKINS EXECUTIVE ASSISTANT HOROTIU
Anne Ramsay		 SHARLENE JENKINS EXECUTIVE ASSISTANT HOROTIU
Katrina May Langlands		 SHARLENE JENKINS EXECUTIVE ASSISTANT HOROTIU
Stephanie Lillian Henderson		 SHARLENE JENKINS EXECUTIVE ASSISTANT HOROTIU
Janice Dianne Sedgwick		 SHARLENE JENKINS EXECUTIVE ASSISTANT HOROTIU

Open Meeting

To	Waikato District Council
From	Roger MacCulloch Acting General Manager Service Delivery
Date	1 August 2019
Prepared by	Ross Bayer Roading Team Leader
Chief Executive Approved	Y
DWS Document Set #	CCL2019
Report Title	Removal of Limited Access Restriction over part of Great South Road, Ngaruawahia

1. EXECUTIVE SUMMARY

Daks Developments Limited is subdividing its property at 6183 Great South Road, Horotiu on Great South Road. This is a section of State Highway, revoked in 2014, includes Limited Access Restrictions status to control subdivision activity. Now that the form and function of the road has changed there is no need to maintain this access restriction. A Limited Access Restriction (LAR) notation is registered against the relevant Record of Title (title) in respect of part of the relevant road frontage. A section 224(c) certificate under the RMA is imminent for the development, and in order to effect the subdivision, the Limited Access Restriction has to be removed from the title. In accordance with this report, a Council resolution is therefore sought to remove the restriction.

2. RECOMMENDATION

THAT the report from the **Acting General Manager Service Delivery** be received;

AND THAT pursuant to section 346A(2) of the Local Government Act 1974, the Council revokes the status of limited access road for that part of Great South Road fronting the land comprised in Record of Title SA70C/813 (South Auckland Registry);

AND FURTHER THAT pursuant to section 346(H)(2) of the Local Government Act 1974, the Council delegates the Chief Executive to sign and forward a certificate to the Registrar-General of Land, notifying the Registrar of the revocation.

3. BACKGROUND

Daks Developments Limited ("the Developer") is subdividing land close to the Horotiu intersection. The land fronts Great South Road and the underlying title for the subdivision

still has the status of limited access road. A gazette notice to that effect was registered on the relevant title in 1966. A limited access restriction on state highways was a tool to manage access from properties onto state highways, thereby controlling subdivision activities.

4. DISCUSSION AND ANALYSIS OF OPTIONS

4.1 DISCUSSION

The process of revoking the status of limited access road requires a Council resolution and a subsequent notification to the Registrar-General of Land with a request to remove the relevant gazette notice from the respective title.

4.2 OPTION

There are two options for Council to consider as follows:

Option 1: Retain the limited access restriction on this section of Great South Road

This option is not recommended as the limited access restriction has become redundant as a result of the changing form and function of this section of Great South Road and must be removed to enable the subdivision activities on the affected land to be completed. If the limited access restriction is not removed from the title it will be carried over to the new titles for the subdivision.

Option 2: Support the resolution and allow removal of the limited access restriction on this section of Great South Road

This option is recommended. The effects of traffic generated by the subdivision has been mitigated by all Lots created by the subdivision having access via an access Lot. Permitting access onto Great South Road aligns with the resulting local road hierarchy subsequent to revoking state highway status. Access would be controlled by the District Plan requirements once limited access restrictions are removed.

5. CONSIDERATION

5.1 FINANCIAL

Any legal or administrative costs associated with the removal of the limited access restriction will be borne by the Developer.

5.2 LEGAL

The Council is authorised to take the necessary actions to revoke the status of limited access road under sections 346(A)(2) and 346(H)(2) of the Local Government Act 1974.

5.3 STRATEGY, PLANS, POLICY AND PARTNERSHIP ALIGNMENT

There are no Strategy, Plans, Policy or Partnership Alignment implications.

5.4 ASSESSMENT OF SIGNIFICANCE AND ENGAGEMENT POLICY AND OF EXTERNAL STAKEHOLDERS

Highest levels of engagement	Inform <input checked="" type="checkbox"/>	Consult <input type="checkbox"/>	Involve <input type="checkbox"/>	Collaborate <input type="checkbox"/>	Empower <input type="checkbox"/>
<i>Tick the appropriate box/boxes and specify what it involves by providing a brief explanation of the tools which will be used to engage (refer to the project engagement plan if applicable).</i>	The removal of the limited access restriction will be communicated on an as required basis as part of resource consent applications for subdivisions along revoked sections of state highway				

Planned	In Progress	Complete	
		X	Internal
			Community Boards/Community Committees
			Waikato-Tainui/Local iwi
			Households
			Business
		X	NZTA

6. CONCLUSION

Daks Developments Limited is subdividing its property at 6183 Great South Road, Horotiu. Given the associated consent conditions with regard to roading under the subdivision, the status of limited access road which affects the subdivision land has become redundant and needs to be removed from the relevant Record of Title. It is therefore recommended that a Council resolution be passed in accordance with the proposed resolution.

7. ATTACHMENTS

- Subdivision Plan (LT 532406)
- Record of Title SA70C/813 (South Auckland Registry)
- Gazette Notice Number - 2014-au3748 - revoking sections of State Highway.
- Site Plan



Title Plan - LT 532406

Survey Number LT 532406
Surveyor Reference Dave Cooper - Horotiu Road
 ✓ **Surveyor** Kewwa James Kuo Kew Low
Survey Firm Geotec Low Ltd (Hamilton)
Surveyor Declaration

Survey Details

Dataset Description Lots 1 - 6 A Subdivision of Lot 2 DPS 89143

✓ **Status** Initiated

Land District South Auckland

Survey Class Class A

Submitted Date

Survey Approval Date

Deposit Date

Territorial Authorities

Waikato District

Comprised In

✓ RT SA70C/813

Created Parcels

Parcels

Lot 1 Deposited Plan 532406

Lot 2 Deposited Plan 532406

✓ Lot 3 Deposited Plan 532406

Lot 4 Deposited Plan 532406

Lot 5 Deposited Plan 532406

Lot 6 Deposited Plan 532406

Area A Deposited Plan 532406

✓ Area Y Deposited Plan 532406

Area X Deposited Plan 532406

Parcel Intent

Fee Simple Title

Fee Simple Title

Fee Simple Title

Fee Simple Title

Fee Simple Title

Fee Simple Title

Easement

Easement

Easement

Area

0.0836 Ha

0.0580 Ha

0.0970 Ha

0.0552 Ha

0.0678 Ha

0.0320 Ha

0.3936 Ha

RT Reference

871382

871383

871384

871385

871386

Multiple

Total Area

APPROVED

17/07/2019

Schedule / Memorandum

Land Registration District

South Auckland

Survey Number

LT 532406

Territorial Authority (the Council)

Waikato District**Memorandum of Easements**

Last Edited: 07 May 2019 21:25:22

<u>Purpose</u>	<u>Shown</u>	<u>Servient Tenement (Burdened Land)</u>	<u>Dominant Tenement (Benefited Land)</u>
✓ Right of Way	A	Lot 6	Lot 1, Lot 2, Lot 3, Lot 4, Lot 5
✓ Right to convey water, computer media, electricity, telecommunications	A	Lot 6	Lot 1, Lot 2, Lot 3, Lot 4, Lot 5
✓ Right to drain sewage	A X Y	Lot 6 Lot 2 Lot 3	Lot 1, Lot 5 Lot 1, Lot 4, Lot 5, Lot 6 Lot 1, Lot 2, Lot 4, Lot 5, Lot 6

Schedule of Easements in Gross

Last Edited: 11 Jun 2019 12:53:03

<u>Purpose</u>	<u>Shown</u>	<u>Servient Tenement (Burdened Land)</u>	<u>Grantee</u>
✓ Right to convey electricity	A	Lot 6	WEL Networks
✓ Right to convey telecommunications	A	Lot 6	Chorus New Zealand Ltd

Amalgamation Conditions


Last Edited: 16 Jul 2019 12:37:02

- ✓ Pursuant to section 220(1)(b)(iv) of the Resource Management Act 1991 that Lot 6 hereon (Legal Access) be held as to five undivided one fifth shares by the owners of Lots 1 - 5 and that individual computer Records of Title be issued therewith.

see LINZ consultation 1539413

APPROVED

17/07/2019





**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**



R. W. Muir
Registrar-General
of Land

Identifier SA70C/813
Land Registration District South Auckland
Date Issued 08 September 2000

Prior References
SA31D/87

Estate	Fee Simple
Area	3938 square metres more or less
Legal Description	Lot 2 Deposited Plan South Auckland 89143

Registered Owners
Daks Developments Limited

Interests

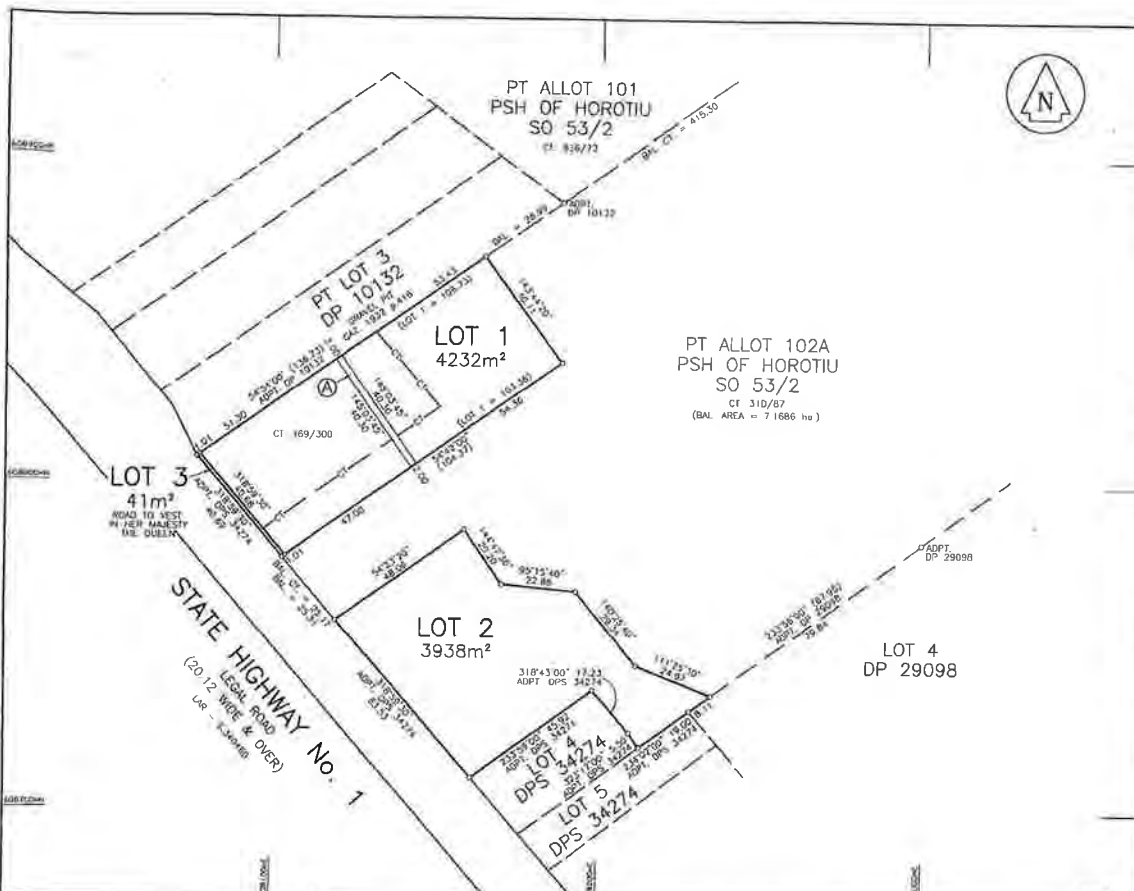
S340460 Gazette Notice declaring No 1 State Highway (Awanui-Bluff) fronting the within land a limited access road - 21.3.1966 at 2.59 pm

B625108.2 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 8.9.2000 at 9.00 am

Land Covenant in Deed B634544.4 - 14.11.2000 at 3.43 pm

B664278.2 Certificate pursuant to Section 91 Transit New Zealand Act 1989 authorising a crossing place to and from a limited access road - 19.6.2001 at 2.37 pm

10945016.3 Mortgage to Westpac New Zealand Limited - 3.11.2017 at 3:03 pm



Approvals *Area New Zealand Limited by*
Blue Wallace Surveyors
Urban Planning Unit - Director
 REGISTERED OWNER

I hereby certify that this plan was approved by the Waikato District Council pursuant to Section 223 of the Resource Management Act 1991 on the 26th day of June 2000, and subject to the conditions of subdivision set out herein, and for the purposes of Section 224(c) Resource Management Act 1991, that none of the conditions of subdivision consent have been complied with to the satisfaction of the said Council and that a consent notice has been issued in respect of those conditions that have not been complied with.

[Signature]
 Principal Administrative Officer

SCHEDULE OF PROPOSED EASEMENTS			
PURPOSE	SECT	YEM	SECT/DM
SEWAGE	LOT 1	HEREON	A
			PT ALLOT 102A PSH OF HOROTIU SO 53/2

AMALGAMATION CONDITION
 That any Certificate of Title be issued for PT ALLOT 101 Parish of Horotiu (CT 636/72) and PT ALLOT 102A Parish of Horotiu (Residue CT 310/87) SEE 0527812.

NEW CT'S ALLOCATED

LOT 1 =	CT. 70C/812
LOT 2 =	CT. 70C/813
BAL =	CT. 70C/814

Total Area 8211m²
 Comprised in CT. 169/300 (ALL) CT. 310/87 (PT)

I, JOHN WAINMAN, being of lawful age, being a duly qualified Surveyor and holder of an annual practicing certificate for the year 2000, do hereby certify that this plan has been made in accordance with the Survey Act 1980, and that the same has been made in accordance with the Survey Regulations 1982 or any regulations made in substitution thereof.

Dated at Hamilton this 26th day of June 2000
[Signature]
 2000

Field Book p. _____ Traverse Book p. _____
 Reference Plans DP 10132, DP 10205, DP 29098
 DPS 34174, 50, 52192

Examined _____ Correct

Approved as to Survey
[Signature]
 31/8 Dep Chief Surveyor

Deposited this 26th day of September 2000
[Signature]
 for Registrar General of Land

The Record 25/8/00
 Instructions **DPS 89143**

LAND DISTRICT SOUTH AUCKLAND
 Survey Blk & Dist. XII NEWCASTLE
 NZMS 261 Sheet Record map No _____

LOTS 1 - 3 BEING A SUBDIVISION OF PTS ALLOT 102A PARISH OF HOROTIU

TERRITORIAL AUTHORITY Waikato District Council
 Surveyed by BLUE WALLACE SURVEYORS
 Scale 1: 750 Date JUNE 2000



Authorities/Other Agencies of State

Revoking Sections of State Highway and Declaring a Section of State Highway- State Highway 1N and State Highway 39, Waikato

Pursuant to section 103 of the Land Transport Management Act 2003, the NZ Transport Agency gives notice with effect from 10 July 2014, that:

(a) Parts of State Highway 1N and State Highway 39, described in the First Schedule, are revoked; and

(b) The section of new road, described in the Second Schedule, is declared to be State Highway 1N.

First Schedule
Part of State Highway 1N, commencing on the south side of the State Highway 1N/State Highway 1B roundabout in Taupiri at RP 519/7.40 and extending in a general southerly direction to the western side of the Horotiu interchange at RP 533/7.49. The length of road to be revoked is 14.13 kilometres.

Part of State Highway 39, commencing at State Highway 1N in Ngaruawahia at RP 0/0.00 and extending in a general southerly direction to the north side of the Limmer Road intersection with State Highway 39A at RP 0/11.06. The length of road to be revoked is 11.06 kilometres.

Second Schedule

Part of State Highway 1N in Waikato, commencing at the new Gordonton Road interchange at RP 527/0.00 and extending in a general southerly direction to finish at a point 400 metres north-east of the new Horotiu interchange bridge at RP 534/3.52. The length of road to be declared is 10.1 kilometres.

Dated at Wellington this 13th day of June 2014.

GEOFF DANGERFIELD, Chief Executive, NZ Transport Agency.

19

JUN
2014

Notice Number

2014-au3748

Page Number

138

1868

Issue Number

65

[View PDF](#)

Principal Edition, 19 June 2014.
PDF (1198kb)

See page 1868

SITE PLAN 6183 GREAT SOUTH ROAD – HOROTIU



Open Meeting

To	Waikato District Council
From	Roger MacCulloch Acting General Manager Service Delivery
Date	1 August 2019
Prepared by	Sarah Quinn Procurement Manager
Chief Executive Approved	Y
Reference #	CCL2019
Report Title	Waikato Local Authority Shared Services Professional Services Panel Procurement Process

1. EXECUTIVE SUMMARY

This report seeks Council's authority for the Chief Executive to sign the Waikato Local Authority Shared Services Joining Deed in relating to the Professional Services Panel Framework Agreement.

2. RECOMMENDATION

THAT the report from the **Acting General Manager Service Delivery** be received;

AND THAT the Council approves the **Waikato Local Authority Shared Services Joining Deed** in respect of the **Professional Services Panel Framework Agreement** (attached to the staff report);

AND FURTHER THAT the Council delegates authority to the **Chief Executive** to sign the **Joining Deed**.

3. BACKGROUND

Waikato District Council, along with three other councils, is currently participating in a Waikato Local Authority Shared Services Professional Services Panel (PSP) arrangement that has been in place since 1 August 2014. The contract ends 31 July 2019. The panel arrangement has delivered great value to Council over the past five years via discounted charges and ease of procurement process.

In September 2018, WLASS commenced a project offering consultants the opportunity to be included in a new Professional Services Panel to replace the current, expiring arrangement.

Recognising the value of the panel, four additional councils have chosen to participate in the new PSP, bringing a total of eight of the twelve WLASS councils:

1. Hamilton City Council
2. Hauraki District Council
3. Matamata-Piako District Council
4. Rotorua Lakes Council
5. South Waikato District Council
6. Waikato District Council
7. Waikato Regional Council
8. Waipa District Council

Following discussions with council staff and a review of the current panel, the existing five panel disciplines were extended to eight with corresponding skill areas:

- | | |
|---------------|------------------------------|
| Discipline 1: | Building Services |
| Discipline 2: | Three waters |
| Discipline 3: | Flood Hazard Management |
| Discipline 4: | Urban Design |
| Discipline 5: | Planning |
| Discipline 6: | Support Services |
| Discipline 7: | Roading and Transportation |
| Discipline 8: | Public Transport and Parking |

Tender documents were released as an open RFP via GETS on 11 February.

The RFP closed on 15 March, with 212 Consultants responding to the RFP. This is a significant increase in uptake on the previous panel and indicates the value consultants place on their inclusion.

Subject matter experts from participating councils evaluated the responses and presented their recommendation of successful panel members to the Governance Group who approved the panel.

McHale Group provided probity assurance on the evaluation process and their report noted no exceptions to the evaluation process. The Framework and Joining Agreements have been updated following review by Tompkins Wake.

The contractual structure is that WLASS will enter into a Framework Agreement with each Consultant. Each participating Council will sign a single Joining Deed with WLASS that gives them access to the terms, conditions and pricing in the Framework Agreement.

WLASS has compiled the contracts with each consultant and sent these out for signing. Unsuccessful applicants have also been notified.

The WLASS Chief Executive has delegated authority from the WLASS Board to enter into contracts with the panel members, following endorsement by the Governance Group.

The Framework Agreement takes effect from 1 August 2019.

The Joining Deed is attached as Appendix I. The Joining Deed is the document that binds the council to the Framework Agreements that WLASS is entering into with each panel member.

4. CONCLUSION

Authority is sought for the Chief Executive, Gavin Ion, to sign the Joining Deed for Waikato District Council.

5. ATTACHMENTS

- Appendix 1 - 2019 Joining Deed for PSP Framework Agreement
- Appendix 2 - Waikato Local Authority Shared Services Limited – Consultancy Services Framework Agreement

JOINING DEED

with respect to the

PSP Framework Agreement dated 1 August 2019

between

WAIKATO LOCAL AUTHORITY SHARED SERVICES LIMITED

and

CONSULTANTS

DEED dated

1 August 2019

PARTY

- (1) **Waikato District Council** ("Council")

BACKGROUND

- A. Waikato Local Authority Shared Services Limited (**WLASS**) has entered into PSP framework agreements as the Client with the consultants listed in schedule A to this deed (collectively, the **Consultants**). Each framework agreement with a Consultant is called a "Framework Agreement."
- B. The parties to the Framework Agreements agreed to allow certain other persons to benefit from the terms of the Framework Agreement, upon signing a joining deed.
- C. By signing this deed, the Council has elected to participate in each Framework Agreement, and wishes to have each Consultant supply the Services to the Council on the basis set out in the applicable Framework Agreement.

AGREEMENT

1. Terms of Joining

- 1.1 The Council agrees that with effect from the later of 1 August 2019 or the date that this deed is signed by it (**Effective Date**), the Council will obtain the benefit of the terms of each Framework Agreement and be subject to its terms as if it were named as the Client in each Framework Agreement.
- 1.2 The Council will be responsible for each Instruction for Services that it initiates under a Framework Agreement, and WLASS will not be liable, and the Council will indemnify, WLASS and any other party that signs a joining deed on the same terms as the Council (the **Indemnified Parties**), from any costs and expenses associated with claims or liability that the Indemnified Parties suffer in connection with the Council's Instruction for Services.
- 1.3 The Council shall have no liability to any parties in respect of anything done or omitted to be done under a Framework Agreement at any time before the Effective Date.
- 1.4 Defined terms used in this deed have the same meaning as they do in the Framework Agreements.

SIGNED AS A DEED

SIGNED for and on behalf of)
the COUNCIL) *Position*

)
Position

Schedule A : Consultants with which WLASS has entered into a Framework Agreement

Consultant	Discipline	Skill	
2E consulting ltd	D1 - Building Services	Building Services (HVAC, mechanical and electrical, and water services)	
4Sight Consulting Limited	D2 - Three Waters and Waste	Water management planning and modelling	
		Landscape Architecture (including design, visual analysis, and playground facilities and design)	
	D3 - Urban Design	Master planning and built form modelling and analysis	
		Urban design (streetscape, public domain planning and design, Crime Prevention)	
		D5 - Planning	Building consent advice, planning and processing
	D5 - Planning	Ecological assessment/advice (including Arboriculture)	
		Policy Planning	
		Resource consent advice, planning and processing	
		Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)	
		D3 - Urban Design	Sundry Services
Abley Limited	D3 - Urban Design	Master planning and built form modelling and analysis	
		Urban design (streetscape, public domain planning and design, Crime Prevention)	
	D5 - Planning	Economic effects assessment/advice	
		Resource consent advice, planning and processing	
		D6 - Supporting Services	GIS/spatial Analysis
	D7 - Roading and Transportation	Sundry Services	
		Specialist services (street lux surveys/design/traffic surveys)	
		Traffic Engineering	
		Transportation Design	
		Transportation Planning	
		D8 - Public Transport and Parking	Parking modelling and analysis
	AECOM New Zealand Limited	D1 - Building Services	Public Transport modelling and analysis
			Building Services (HVAC, mechanical and electrical, and water services)
Quantity Surveying			
D2 - Three Waters and Waste		Structural Engineering	
		Process Engineering (including Telemetry, electrical and instrument control)	
D2 - Three Waters and Waste		Water management planning and modelling	
		Water, Stormwater and Wastewater Reticulation and Treatment	
		D3 - Urban Design	Landscape Architecture (including design, visual analysis, and playground facilities and design)
D3 - Urban Design		Master planning and built form modelling and analysis	
		Urban design (streetscape, public domain planning and design, Crime Prevention)	
		D4 - Hazard Management	Hazard mapping and modelling
		Land Drainage and River management	
D5 - Planning		Building consent advice, planning and processing	
		Resource consent advice, planning and processing	
D5 - Planning		Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)	
		D6 - Supporting Services	Environmental and Land Development Engineering
		Geotechnical Investigation and Interpretation	
D6 - Supporting Services	GIS/spatial Analysis		
	D7 - Roading and Transportation	Bridge Design	
D7 - Roading and Transportation	Road Asset Management - including asset valuations		
	Specialist services (street lux surveys/design/traffic surveys)		
	Traffic Engineering		

Consultant	Discipline	Skill
		Transportation Design
		Transportation Planning
	D8 - Public Transport and Parking	Parking modelling and analysis
		Public Transport modelling and analysis
Aerial Surveys Limited	D6 - Supporting Services	Land Surveying (including LIDAR, drones, and aerial photography)
AIE Engineering	D1 - Building Services	Structural Engineering
	D4 - Hazard Management	Hazard mapping and modelling
		Structural Audits (for asset types within this discipline)
	D7 - Roading and Transportation	Bridge Design
		Specialist services (street lux surveys/design/traffic surveys)
Align Limited	D3 - Urban Design	Landscape Architecture (including design, visual analysis, and playground facilities and design)
		Master planning and built form modelling and analysis
		Urban design (streetscape, public domain planning and design, Crime Prevention)
	D5 - Planning	Ecological assessment/advice (including Arboriculture)
		Policy Planning
		Resource consent advice, planning and processing
		Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
	D6 - Supporting Services	GIS/spatial Analysis
		Property Services (including easements, leases, land valuation, and property related information)
Anvil Fire Consultants	D1 - Building Services	Fire Engineering
APG Architects Ltd	D1 - Building Services	Architecture
APV Valuers & Asset Management	D2 - Three Waters and Waste	3-Waters Asset Valuation (for all asset types within this discipline)
	D3 - Urban Design	Parks and Facilities Asset Valuation (for all asset types within this discipline)
	D4 - Hazard Management	Flood Hazard Asset Valuation (for all asset types within this discipline)
	D6 - Supporting Services	Property Services (including easements, leases, land valuation, and property related information)
	D7 - Roading and Transportation	Road Asset Management - including asset valuations
Aqualinc Research Ltd	D2 - Three Waters and Waste	Water management planning and modelling
	D4 - Hazard Management	Hazard mapping and modelling
	D6 - Supporting Services	Environmental and Land Development Engineering
		GIS/spatial Analysis
AR & Associates Ltd	D2 - Three Waters and Waste	Solid Waste (including Rubbish and Recycling).
		Water management planning and modelling
	D4 - Hazard Management	Hazard mapping and modelling
		Land Drainage and River management
	D5 - Planning	Policy Planning
		Resource consent advice, planning and processing
		Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
	D6 - Supporting Services	Environmental and Land Development Engineering
Arborlab Consultancy Services Ltd	D5 - Planning	Heritage and archaeological assessment/advice
archifact - architecture & conservation ltd	D5 - Planning	Heritage and archaeological assessment/advice
Archimedia	D1 - Building Services	Architecture
	D3 - Urban Design	Master planning and built form modelling and analysis
		Urban design (streetscape, public domain planning and design, Crime Prevention)
Arnold & Johnstone 2015 Limited	D1 - Building Services	Structural Engineering

Consultant	Discipline	Skill	
Arrive Limited	D7 - Roading and Transportation	Traffic Engineering	
		Transportation Design	
		Transportation Planning	
Arup New Zealand Limited	D2 - Three Waters and Waste	Water management planning and modelling	
		D5 - Planning	Policy Planning
		D6 - Supporting Services	Geotechnical Investigation and Interpretation
		D7 - Roading and Transportation	Bridge Design
Traffic Engineering			
Asbestos Surveying Solutions	D5 - Planning	Building consent advice, planning and processing	
		Resource consent advice, planning and processing	
Asset Management Business Improvement (AMBI)	D2 - Three Waters and Waste	Process Engineering (including Telemetry, electrical and instrument control)	
		Water management planning and modelling	
		Water, Stormwater and Wastewater Reticulation and Treatment	
Assetlife Alliance Limited	D2 - Three Waters and Waste	Water, Stormwater and Wastewater Reticulation and Treatment	
Aurecon New Zealand	D2 - Three Waters and Waste	Process Engineering (including Telemetry, electrical and instrument control)	
		Water management planning and modelling	
		Water, Stormwater and Wastewater Reticulation and Treatment	
	D5 - Planning	Policy Planning	
		Resource consent advice, planning and processing	
	D6 - Supporting Services	Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)	
		Environmental and Land Development Engineering	
		Geotechnical Investigation and Interpretation	
		GIS/spatial Analysis	
		Land Surveying (including LIDAR, drones, and aerial photography)	
D7 - Roading and Transportation	Property Services (including easements, leases, land valuation, and property related information)		
	Bridge Design		
	Traffic Engineering		
	Transportation Design		
Awa Environmental	D2 - Three Waters and Waste	Water management planning and modelling	
		Water, Stormwater and Wastewater Reticulation and Treatment	
	D4 - Hazard Management	Hazard mapping and modelling	
Babbage Consultants Ltd	D6 - Supporting Services	GIS/spatial Analysis	
		D1 - Building Services	Architecture
			Building Services (HVAC, mechanical and electrical, and water services)
	Fire Engineering		
	Structural Engineering		
	D2 - Three Waters and Waste	Process Engineering (including Telemetry, electrical and instrument control)	
		Water management planning and modelling	
		Water, Stormwater and Wastewater Reticulation and Treatment	
		D4 - Hazard Management	Hazard mapping and modelling
	D5 - Planning	Land Drainage and River management	
Structural Audits (for asset types within this discipline)			
Ecological assessment/advice (including Arboriculture)			
Policy Planning			

Consultant	Discipline	Skill
		Resource consent advice, planning and processing
		Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
	D6 - Supporting Services	Environmental and Land Development Engineering
		Geotechnical Investigation and Interpretation
		Land Surveying (including LIDAR, drones, and aerial photography)
BCD Group	D1 - Building Services	Structural Engineering
	D2 - Three Waters and Waste	Water, Stormwater and Wastewater Reticulation and Treatment
	D5 - Planning	Resource consent advice, planning and processing
	D6 - Supporting Services	Environmental and Land Development Engineering
		Geotechnical Investigation and Interpretation
Beca Limited	D1 - Building Services	Architecture
		Building Services (HVAC, mechanical and electrical, and water services)
		Energy Management
		Fire Engineering
		Quantity Surveying
		Structural Engineering
	D2 - Three Waters and Waste	3-Waters Asset Valuation (for all asset types within this discipline)
		Process Engineering (including Telemetry, electrical and instrument control)
		Solid Waste (including Rubbish and Recycling).
		Water management planning and modelling
		Water, Stormwater and Wastewater Reticulation and Treatment
	D3 - Urban Design	Landscape Architecture (including design, visual analysis, and playground facilities and design)
		Master planning and built form modelling and analysis
		Parks and Facilities Asset Valuation (for all asset types within this discipline)
		Urban design (streetscape, public domain planning and design, Crime Prevention)
	D4 - Hazard Management	Flood Hazard Asset Valuation (for all asset types within this discipline)
		Hazard mapping and modelling
		Land Drainage and River management
		Structural Audits (for asset types within this discipline)
	D5 - Planning	Building consent advice, planning and processing
		Ecological assessment/advice (including Arboriculture)
		Economic effects assessment/advice
		Policy Planning
		Resource consent advice, planning and processing
		Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
	D6 - Supporting Services	Environmental and Land Development Engineering
		Geotechnical Investigation and Interpretation
		GIS/spatial Analysis
		Land Surveying (including LIDAR, drones, and aerial photography)
		Property Services (including easements, leases, land valuation, and property related information)
	D7 - Roading and Transportation	Bridge Design
		Road Asset Management - including asset valuations
		Specialist services (street lux surveys/design/traffic surveys)
		Traffic Engineering
		Transportation Design

Consultant	Discipline	Skill
		Transportation Planning
	D8 - Public Transport and Parking	Parking modelling and analysis
		Public Transport modelling and analysis
Bespoke Landscape Architects Limited	D3 - Urban Design	Landscape Architecture (including design, visual analysis, and playground facilities and design)
		Urban design (streetscape, public domain planning and design, Crime Prevention)
Bloxam Burnett and Olliver Ltd	D2 - Three Waters and Waste	Water, Stormwater and Wastewater Reticulation and Treatment
	D4 - Hazard Management	Hazard mapping and modelling
		Land Drainage and River management
		Structural Audits (for asset types within this discipline)
	D5 - Planning	Heritage and archaeological assessment/advice
		Policy Planning
		Resource consent advice, planning and processing
		Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
	D6 - Supporting Services	Land Surveying (including LIDAR, drones, and aerial photography)
	D7 - Roading and Transportation	Bridge Design
		Road Asset Management - including asset valuations
		Traffic Engineering
		Transportation Planning
Blue Wallace	D2 - Three Waters and Waste	Water, Stormwater and Wastewater Reticulation and Treatment
	D5 - Planning	Policy Planning
		Resource consent advice, planning and processing
	D6 - Supporting Services	Environmental and Land Development Engineering
		Land Surveying (including LIDAR, drones, and aerial photography)
	D7 - Roading and Transportation	Sundry Services
		Transportation Design
Blueline Consulting	D2 - Three Waters and Waste	Solid Waste (including Rubbish and Recycling).
		Water, Stormwater and Wastewater Reticulation and Treatment
	D3 - Urban Design	3-Waters Asset Valuation (for all asset types within this discipline)
		Solid Waste (including Rubbish and Recycling).
		Water, Stormwater and Wastewater Reticulation and Treatment
	D6 - Supporting Services	Environmental and Land Development Engineering
		Geotechnical Investigation and Interpretation
	D7 - Roading and Transportation	Traffic Engineering
Boffa Miskell Limited	D3 - Urban Design	Landscape Architecture (including design, visual analysis, and playground facilities and design)
		Master planning and built form modelling and analysis
		Urban design (streetscape, public domain planning and design, Crime Prevention)
	D5 - Planning	Ecological assessment/advice (including Arboriculture)
		Heritage and archaeological assessment/advice
		Policy Planning
		Resource consent advice, planning and processing
		Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
	D6 - Supporting Services	GIS/spatial Analysis
BPO Limited	D2 - Three Waters and Waste	3-Waters Asset Valuation (for all asset types within this discipline)
		Process Engineering (including Telemetry, electrical and instrument control)

Consultant	Discipline	Skill
		Water management planning and modelling
		Water, Stormwater and Wastewater Reticulation and Treatment
Brett Wactchorn	D7 - Roading and Transportation	Bridge Design
		Road Asset Management - including asset valuations
		Specialist services (street lux surveys/design/traffic surveys)
		Traffic Engineering
		Transportation Design
		Transportation Planning
Britton Consultants Ltd	D4 - Hazard Management	Land Drainage and River management
	D5 - Planning	Resource consent advice, planning and processing
brodiehailwood limited	D3 - Urban Design	Landscape Architecture (including design, visual analysis, and playground facilities and design)
		Parks and Facilities Asset Valuation (for all asset types within this discipline)
		Urban design (streetscape, public domain planning and design, Crime Prevention)
	D5 - Planning	Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
Bruce Maunsell	D3 - Urban Design	Landscape Architecture (including design, visual analysis, and playground facilities and design)
		Master planning and built form modelling and analysis
		Urban design (streetscape, public domain planning and design, Crime Prevention)
	D5 - Planning	Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
	D6 - Supporting Services	Sundry Services
Bryant Environmental Solutions Ltd	D5 - Planning	Resource consent advice, planning and processing
BTW Company Ltd	D1 - Building Services	Structural Engineering
	D2 - Three Waters and Waste	Water, Stormwater and Wastewater Reticulation and Treatment
	D4 - Hazard Management	Hazard mapping and modelling
		Structural Audits (for asset types within this discipline)
	D5 - Planning	Building consent advice, planning and processing
		Ecological assessment/advice (including Arboriculture)
		Resource consent advice, planning and processing
	D6 - Supporting Services	Environmental and Land Development Engineering
		Land Surveying (including LIDAR, drones, and aerial photography)
	D7 - Roading and Transportation	Bridge Design
		Transportation Design
Calibre Consulting Ltd	D1 - Building Services	Structural Engineering
	D2 - Three Waters and Waste	Process Engineering (including Telemetry, electrical and instrument control)
		Water, Stormwater and Wastewater Reticulation and Treatment
	D4 - Hazard Management	Hazard mapping and modelling
		Land Drainage and River management
	D5 - Planning	Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
	D6 - Supporting Services	Environmental and Land Development Engineering
		Land Surveying (including LIDAR, drones, and aerial photography)
	D7 - Roading and Transportation	Bridge Design
		Road Asset Management - including asset valuations
		Transportation Design
Candor 3	D2 - Three Waters and Waste	Water management planning and modelling

Consultant	Discipline	Skill
		Water, Stormwater and Wastewater Reticulation and Treatment
	D3 - Urban Design	Master planning and built form modelling and analysis
		Urban design (streetscape, public domain planning and design, Crime Prevention)
	D4 - Hazard Management	Flood Hazard Asset Valuation (for all asset types within this discipline)
		Hazard mapping and modelling
		Land Drainage and River management
	D6 - Supporting Services	Geotechnical Investigation and Interpretation
		Land Surveying (including LIDAR, drones, and aerial photography)
	D7 - Roading and Transportation	Traffic Engineering
		Transportation Design
		Transportation Planning
	D8 - Public Transport and Parking	Parking modelling and analysis
		Public Transport modelling and analysis
Cardno NZ Limited	D1 - Building Services	Structural Engineering
	D2 - Three Waters and Waste	Process Engineering (including Telemetry, electrical and instrument control)
		Water management planning and modelling
		Water, Stormwater and Wastewater Reticulation and Treatment
	D3 - Urban Design	Landscape Architecture (including design, visual analysis, and playground facilities and design)
		Master planning and built form modelling and analysis
		Specialised Sports Surfaces and Turf Services (irrigation and drainage systems)
		Urban design (streetscape, public domain planning and design, Crime Prevention)
	D4 - Hazard Management	Hazard mapping and modelling
		Land Drainage and River management
		Structural Audits (for asset types within this discipline)
	D5 - Planning	Building consent advice, planning and processing
		Ecological assessment/advice (including Arboriculture)
		Heritage and archaeological assessment/advice
		Policy Planning
		Resource consent advice, planning and processing
		Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
	D6 - Supporting Services	Environmental and Land Development Engineering
		GIS/spatial Analysis
		Land Surveying (including LIDAR, drones, and aerial photography)
		Property Services (including easements, leases, land valuation, and property related information)
	D7 - Roading and Transportation	Traffic Engineering
		Transportation Planning
	D8 - Public Transport and Parking	Parking modelling and analysis
		Public Transport modelling and analysis
Chartered Building Consultants Ltd	D1 - Building Services	Sundry Services
Chow:Hill Architects Ltd.	D1 - Building Services	Architecture
	D3 - Urban Design	Master planning and built form modelling and analysis
		Urban design (streetscape, public domain planning and design, Crime Prevention)
Clarke of Works Ltd	D7 - Roading and Transportation	Road Asset Management - including asset valuations

Consultant	Discipline	Skill
CLK Surveys Ltd	D2 - Three Waters and Waste	Water, Stormwater and Wastewater Reticulation and Treatment
	D5 - Planning	Resource consent advice, planning and processing
	D6 - Supporting Services	Environmental and Land Development Engineering
		Land Surveying (including LIDAR, drones, and aerial photography)
	D7 - Roading and Transportation	Traffic Engineering
	Transportation Design	
		Transportation Planning
CMW Geosciences	D4 - Hazard Management	Hazard mapping and modelling
	D6 - Supporting Services	Geotechnical Investigation and Interpretation
Combined Technologies	D2 - Three Waters and Waste	Process Engineering (including Telemetry, electrical and instrument control)
Cuesko Limited	D1 - Building Services	Quantity Surveying
DCA Architects Limited	D1 - Building Services	Architecture
DHI Water & Environment	D2 - Three Waters and Waste	Water management planning and modelling
	D4 - Hazard Management	Hazard mapping and modelling
		Land Drainage and River management
Direction Traffic Design	D7 - Roading and Transportation	Transportation Planning
Discovery Marine Limited	D6 - Supporting Services	Land Surveying (including LIDAR, drones, and aerial photography)
Dual Tech Consultants	D5 - Planning	Building consent advice, planning and processing
		Policy Planning
		Resource consent advice, planning and processing
Eagle Technology Group Limited	D5 - Planning	Resource consent advice, planning and processing
	D6 - Supporting Services	GIS/spatial Analysis
Earth & Environmental Science Ltd.	D2 - Three Waters and Waste	Water, Stormwater and Wastewater Reticulation and Treatment
Ecological and Physical Coastal Consultants Limited	D2 - Three Waters and Waste	Water management planning and modelling
	D4 - Hazard Management	Hazard mapping and modelling
	D5 - Planning	Ecological assessment/advice (including Arboriculture)
Ecology New Zealand Limited	D5 - Planning	Ecological assessment/advice (including Arboriculture)
	D1 - Building Services	Architecture
Edwards White Architects Ltd	D3 - Urban Design	Master planning and built form modelling and analysis
		Urban design (streetscape, public domain planning and design, Crime Prevention)
Element Planning Ltd	D5 - Planning	Resource consent advice, planning and processing
Emission Impossible Limited	D5 - Planning	Environmental and Land Development Engineering
		Land Surveying (including LIDAR, drones, and aerial photography)
		Property Services (including easements, leases, land valuation, and property related information)
		Public Transport modelling and analysis
	D8 - Public Transport and Parking	
ENGEO Limited	D6 - Supporting Services	Environmental and Land Development Engineering
		Geotechnical Investigation and Interpretation
Engineering Design Consultants	D2 - Three Waters and Waste	Water management planning and modelling
		Water, Stormwater and Wastewater Reticulation and Treatment
Enspire Consulting	D5 - Planning	Policy Planning
		Resource consent advice, planning and processing
Enviro Limited	D1 - Building Services	Structural Engineering

Consultant	Discipline	Skill
	D2 - Three Waters and Waste	Water management planning and modelling
		Water, Stormwater and Wastewater Reticulation and Treatment
	D3 - Urban Design	Urban design (streetscape, public domain planning and design, Crime Prevention)
	D4 - Hazard Management	Hazard mapping and modelling
		Structural Audits (for asset types within this discipline)
	D5 - Planning	Building consent advice, planning and processing
		Resource consent advice, planning and processing
	D6 - Supporting Services	Environmental and Land Development Engineering
		GIS/spatial Analysis
		Land Surveying (including LIDAR, drones, and aerial photography)
Eunomia Research & Consulting Limited	D2 - Three Waters and Waste	Solid Waste (including Rubbish and Recycling).
Flow Transportation Specialsits	D7 - Roading and Transportation	Traffic Engineering
		Transportation Planning
	D8 - Public Transport and Parking	Parking modelling and analysis
		Public Transport modelling and analysis
Frequency NZ Ltd	D1 - Building Services	Sundry Services
	D2 - Three Waters and Waste	Sundry Services
	D3 - Urban Design	Landscape Architecture (including design, visual analysis, and playground facilities and design)
		Master planning and built form modelling and analysis
		Parks and Facilities Asset Valuation (for all asset types within this discipline)
		Specialised Sports Surfaces and Turf Services (irrigation and drainage systems)
		Sundry Services
		Urban design (streetscape, public domain planning and design, Crime Prevention)
	D5 - Planning	Building consent advice, planning and processing
		Ecological assessment/advice (including Arboriculture)
		Economic effects assessment/advice
		Heritage and archaeological assessment/advice
		Policy Planning
		Resource consent advice, planning and processing
		Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
	D6 - Supporting Services	Sundry Services
	D7 - Roading and Transportation	Bridge Design
		Road Asset Management - including asset valuations
		Specialist services (street lux surveys/design/traffic surveys)
		Traffic Engineering
		Transportation Design
		Transportation Planning
GDC Consultants Ltd	D1 - Building Services	Architecture
		Structural Engineering
	D2 - Three Waters and Waste	Water management planning and modelling
	D4 - Hazard Management	Hazard mapping and modelling
		Land Drainage and River management
		Structural Audits (for asset types within this discipline)
	D5 - Planning	Building consent advice, planning and processing
		Resource consent advice, planning and processing
	D6 - Supporting Services	Environmental and Land Development Engineering
		Geotechnical Investigation and Interpretation
	D7 - Roading and Transportation	Bridge Design

Consultant	Discipline	Skill
		Specialist services (street lux surveys/design/traffic surveys)
		Traffic Engineering
		Transportation Design
	D8 - Public Transport and Parking	Parking modelling and analysis
GeoArb Ltd	D5 - Planning	Ecological assessment/advice (including Arboriculture)
Geohazard Environmental Ltd	D5 - Planning	Resource consent advice, planning and processing
GHD Limited	D1 - Building Services	Architecture
		Building Services (HVAC, mechanical and electrical, and water services)
		Structural Engineering
	D2 - Three Waters and Waste	3-Waters Asset Valuation (for all asset types within this discipline)
		Process Engineering (including Telemetry, electrical and instrument control)
		Solid Waste (including Rubbish and Recycling).
		Water management planning and modelling
		Water, Stormwater and Wastewater Reticulation and Treatment
	D4 - Hazard Management	Flood Hazard Asset Valuation (for all asset types within this discipline)
		Hazard mapping and modelling
		Land Drainage and River management
		Structural Audits (for asset types within this discipline)
	D5 - Planning	Acoustic assessment/advice
		Building consent advice, planning and processing
		Economic effects assessment/advice
		Policy Planning
		Resource consent advice, planning and processing
		Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
	D6 - Supporting Services	Environmental and Land Development Engineering
		Geotechnical Investigation and Interpretation
		GIS/spatial Analysis
	D7 - Roading and Transportation	Bridge Design
		Road Asset Management - including asset valuations
		Specialist services (street lux surveys/design/traffic surveys)
		Traffic Engineering
		Transportation Design
		Transportation Planning
GMD Consultants	D3 - Urban Design	Urban design (streetscape, public domain planning and design, Crime Prevention)
	D5 - Planning	Policy Planning
		Resource consent advice, planning and processing
		Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
Golder Associates (NZ) Ltd	D2 - Three Waters and Waste	Water management planning and modelling
		Water, Stormwater and Wastewater Reticulation and Treatment
	D5 - Planning	Acoustic assessment/advice
	D6 - Supporting Services	Geotechnical Investigation and Interpretation
Gray Matter Ltd	D3 - Urban Design	Landscape Architecture (including design, visual analysis, and playground facilities and design)
		Urban design (streetscape, public domain planning and design, Crime Prevention)

Consultant	Discipline	Skill
	D4 - Hazard Management	Flood Hazard Asset Valuation (for all asset types within this discipline)
	D5 - Planning	Policy Planning
		Resource consent advice, planning and processing
		Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
	D7 - Roading and Transportation	Traffic Engineering
		Transportation Design
		Transportation Planning
	D8 - Public Transport and Parking	Parking modelling and analysis
		Public Transport modelling and analysis
Great Lake Consulting Ltd	D2 - Three Waters and Waste	Process Engineering (including Telemetry, electrical and instrument control)
		Water, Stormwater and Wastewater Reticulation and Treatment
HAIL Environmental Ltd	D5 - Planning	Building consent advice, planning and processing
		Policy Planning
		Resource consent advice, planning and processing
	D6 - Supporting Services	Environmental and Land Development Engineering
Haines Planning Limited	D5 - Planning	Resource consent advice, planning and processing
Halcyon Project Management Limited	D1 - Building Services	Sundry Services
Hampton Jones	D1 - Building Services	Architecture
		Building Services (HVAC, mechanical and electrical, and water services)
		Quantity Surveying
		Structural Engineering
Harrison Grierson Consultants Limited	D1 - Building Services	Building Services (HVAC, mechanical and electrical, and water services)
		Structural Engineering
	D2 - Three Waters and Waste	Sundry Services
		3-Waters Asset Valuation (for all asset types within this discipline)
		Water management planning and modelling
		Water, Stormwater and Wastewater Reticulation and Treatment
	D3 - Urban Design	Landscape Architecture (including design, visual analysis, and playground facilities and design)
		Master planning and built form modelling and analysis
		Parks and Facilities Asset Valuation (for all asset types within this discipline)
		Urban design (streetscape, public domain planning and design, Crime Prevention)
	D4 - Hazard Management	Flood Hazard Asset Valuation (for all asset types within this discipline)
		Hazard mapping and modelling
		Land Drainage and River management
	D5 - Planning	Policy Planning
		Resource consent advice, planning and processing
		Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
	D6 - Supporting Services	Environmental and Land Development Engineering
		GIS/spatial Analysis
		Land Surveying (including LIDAR, drones, and aerial photography)
	D7 - Roading and Transportation	Road Asset Management - including asset valuations
		Specialist services (street lux surveys/design/traffic surveys)
		Traffic Engineering

Consultant	Discipline	Skill
		Transportation Design
		Transportation Planning
	D8 - Public Transport and Parking	Public Transport modelling and analysis
HD Geo Limited	D5 - Planning	Building consent advice, planning and processing
		Resource consent advice, planning and processing
	D6 - Supporting Services	Environmental and Land Development Engineering
		Geotechnical Investigation and Interpretation
		Land Surveying (including LIDAR, drones, and aerial photography)
Henderson Civil Consultants Ltd	D2 - Three Waters and Waste	Water, Stormwater and Wastewater Reticulation and Treatment
Heritage Consultancy Services	D5 - Planning	Heritage and archaeological assessment/advice
Hill Young Cooper Ltd	D3 - Urban Design	Urban design (streetscape, public domain planning and design, Crime Prevention)
	D5 - Planning	Policy Planning
		Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
Holmes Consulting Group - Hamilton	D1 - Building Services	Fire Engineering
		Structural Engineering
	D2 - Three Waters and Waste	Water, Stormwater and Wastewater Reticulation and Treatment
	D6 - Supporting Services	Environmental and Land Development Engineering
	D7 - Roading and Transportation	Bridge Design
		Transportation Design
Hydraulic Analysis Ltd	D2 - Three Waters and Waste	Water management planning and modelling
	D4 - Hazard Management	Hazard mapping and modelling
Ignite Architects Ltd.	D1 - Building Services	Architecture
	D3 - Urban Design	Master planning and built form modelling and analysis
		Urban design (streetscape, public domain planning and design, Crime Prevention)
Infrastructure Associates Ltd	D2 - Three Waters and Waste	3-Waters Asset Valuation (for all asset types within this discipline)
		Water management planning and modelling
	D5 - Planning	Economic effects assessment/advice
	D6 - Supporting Services	Property Services (including easements, leases, land valuation, and property related information)
	D7 - Roading and Transportation	Road Asset Management - including asset valuations
Isthmus Group	D1 - Building Services	Architecture
	D3 - Urban Design	Landscape Architecture (including design, visual analysis, and playground facilities and design)
		Master planning and built form modelling and analysis
		Urban design (streetscape, public domain planning and design, Crime Prevention)
Jacobs New Zealand Ltd	D1 - Building Services	Building Services (HVAC, mechanical and electrical, and water services)
		Energy Management
		Structural Engineering
	D2 - Three Waters and Waste	3-Waters Asset Valuation (for all asset types within this discipline)
		Process Engineering (including Telemetry, electrical and instrument control)
		Solid Waste (including Rubbish and Recycling).
		Water management planning and modelling
		Water, Stormwater and Wastewater Reticulation and Treatment
	D3 - Urban Design	Landscape Architecture (including design, visual analysis, and playground facilities and design)

Consultant	Discipline	Skill
		Master planning and built form modelling and analysis
		Parks and Facilities Asset Valuation (for all asset types within this discipline)
		Urban design (streetscape, public domain planning and design, Crime Prevention)
	D4 - Hazard Management	Hazard mapping and modelling
		Land Drainage and River management
		Structural Audits (for asset types within this discipline)
	D5 - Planning	Economic effects assessment/advice
		Policy Planning
		Resource consent advice, planning and processing
		Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
	D6 - Supporting Services	Sundry Services
		Environmental and Land Development Engineering
		Geotechnical Investigation and Interpretation
		GIS/spatial Analysis
	D7 - Roading and Transportation	Bridge Design
		Traffic Engineering
		Transportation Design
		Transportation Planning
	D8 - Public Transport and Parking	Public Transport modelling and analysis
Jewkes Boyd Cost Management	D1 - Building Services	Quantity Surveying
Jigsaw Architects Limited	D1 - Building Services	Architecture
	D3 - Urban Design	Master planning and built form modelling and analysis
JPStyles Limited	D5 - Planning	Acoustic assessment/advice
		Policy Planning
		Resource consent advice, planning and processing
	D7 - Roading and Transportation	Specialist services (street lux surveys/design/traffic surveys)
KGW Consulting Engineers Ltd	D1 - Building Services	Structural Engineering
Kinetic Environmental Consulting Limited	D5 - Planning	Policy Planning
		Resource consent advice, planning and processing
	D7 - Roading and Transportation	Transportation Planning
Kivell Consulting Ltd	D5 - Planning	Policy Planning
		Resource consent advice, planning and processing
		Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
KPMG SGA	D5 - Planning	Building consent advice, planning and processing
	D6 - Supporting Services	Property Services (including easements, leases, land valuation, and property related information)
KRJ Consulting Ltd	D2 - Three Waters and Waste	Water management planning and modelling
KTB Planning Consultants Ltd	D5 - Planning	Policy Planning
		Resource consent advice, planning and processing
		Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
LandLAB	D3 - Urban Design	Landscape Architecture (including design, visual analysis, and playground facilities and design)
		Master planning and built form modelling and analysis
		Urban design (streetscape, public domain planning and design, Crime Prevention)
Louise Feathers Planning	D5 - Planning	Resource consent advice, planning and processing
Lucens Environmental and Planning Limited	D5 - Planning	Resource consent advice, planning and processing

Consultant	Discipline	Skill
Luke McCarthy Consulting	D2 - Three Waters and Waste	Solid Waste (including Rubbish and Recycling).
	D7 - Roading and Transportation	Road Asset Management - including asset valuations
		Traffic Engineering Transportation Planning
Lutra Limited	D2 - Three Waters and Waste	Process Engineering (including Telemetry, electrical and instrument control)
		Water management planning and modelling
		Water, Stormwater and Wastewater Reticulation and Treatment
Market Economics Ltd	D5 - Planning	Economic effects assessment/advice
Mitchell Daysh Ltd	D5 - Planning	Policy Planning
		Resource consent advice, planning and processing Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
Miyamoto International Ltd	D1 - Building Services	Structural Engineering
	D6 - Supporting Services	Geotechnical Investigation and Interpretation
MLC Ltd	D1 - Building Services	Energy Management
Morphum Environmental	D2 - Three Waters and Waste	Water management planning and modelling
		Water, Stormwater and Wastewater Reticulation and Treatment
	D3 - Urban Design	Parks and Facilities Asset Valuation (for all asset types within this discipline)
	D4 - Hazard Management	Hazard mapping and modelling
	D5 - Planning	Ecological assessment/advice (including Arboriculture)
		Resource consent advice, planning and processing
D6 - Supporting Services	Environmental and Land Development Engineering GIS/spatial Analysis	
Morrison Low & Associates Ltd	D2 - Three Waters and Waste	Solid Waste (including Rubbish and Recycling).
		Water management planning and modelling
		Water, Stormwater and Wastewater Reticulation and Treatment
	D3 - Urban Design	Parks and Facilities Asset Valuation (for all asset types within this discipline)
	D5 - Planning	Policy Planning
	D7 - Roading and Transportation	Road Asset Management - including asset valuations Transportation Planning
Water management planning and modelling		
Mott MacDonald NZ Limited	D2 - Three Waters and Waste	Water, Stormwater and Wastewater Reticulation and Treatment
MR Cagney Pty Ltd	D5 - Planning	Economic effects assessment/advice
		Policy Planning
	D6 - Supporting Services	GIS/spatial Analysis
		D7 - Roading and Transportation
	D8 - Public Transport and Parking	Parking modelling and analysis
		Public Transport modelling and analysis
National Consultants Limited	D5 - Planning	Building consent advice, planning and processing
Natural Solutions	D5 - Planning	Ecological assessment/advice (including Arboriculture)
	D6 - Supporting Services	Land Surveying (including LIDAR, drones, and aerial photography)
NDM CIVIL	D2 - Three Waters and Waste	Water, Stormwater and Wastewater Reticulation and Treatment
Neo Consulting	D2 - Three Waters and Waste	Process Engineering (including Telemetry, electrical and instrument control)

Consultant	Discipline	Skill
New Zealand Heritage	D5 - Planning	Heritage and archaeological assessment/advice
NZ Institute of Economic Research	D5 - Planning	Economic effects assessment/advice
OCTA Associates	D1 - Building Services	Sundry Services
	D2 - Three Waters and Waste	Solid Waste (including Rubbish and Recycling).
		Water, Stormwater and Wastewater Reticulation and Treatment
	D3 - Urban Design	Specialised Sports Surfaces and Turf Services (irrigation and drainage systems)
	D4 - Hazard Management	Land Drainage and River management
	D5 - Planning	Resource consent advice, planning and processing
	D7 - Roading and Transportation	Transportation Design
Oculus Architectural Engineering Limited	D1 - Building Services	Structural Engineering
Odyssey Energy (2009) Ltd	D7 - Roading and Transportation	Specialist services (street lux surveys/design/traffic surveys)
OnFire Consulting Ltd	D1 - Building Services	Fire Engineering
Opteon Property Group	D3 - Urban Design	Parks and Facilities Asset Valuation (for all asset types within this discipline)
	D4 - Hazard Management	Flood Hazard Asset Valuation (for all asset types within this discipline)
	D6 - Supporting Services	Property Services (including easements, leases, land valuation, and property related information)
Orbica Ltd	D6 - Supporting Services	GIS/spatial Analysis
P.S. Environmental Services Limited	D5 - Planning	Resource consent advice, planning and processing
Pacific Environments NZ Ltd	D1 - Building Services	Architecture
PAMC Ltd	D6 - Supporting Services	Environmental and Land Development Engineering
	D7 - Roading and Transportation	Road Asset Management - including asset valuations
		Transportation Design
Pattle Delamore Partners Ltd	D2 - Three Waters and Waste	3-Waters Asset Valuation (for all asset types within this discipline)
		Process Engineering (including Telemetry, electrical and instrument control)
		Solid Waste (including Rubbish and Recycling).
		Water management planning and modelling
		Water, Stormwater and Wastewater Reticulation and Treatment
	D4 - Hazard Management	Flood Hazard Asset Valuation (for all asset types within this discipline)
		Hazard mapping and modelling
		Land Drainage and River management
	D5 - Planning	Building consent advice, planning and processing
		Ecological assessment/advice (including Arboriculture)
		Resource consent advice, planning and processing
	D6 - Supporting Services	Environmental and Land Development Engineering
		Geotechnical Investigation and Interpretation
		GIS/spatial Analysis
PAUA Architects Limited	D1 - Building Services	Architecture
	D3 - Urban Design	Landscape Architecture (including design, visual analysis, and playground facilities and design)
		Master planning and built form modelling and analysis
		Urban design (streetscape, public domain planning and design, Crime Prevention)
	D5 - Planning	Heritage and archaeological assessment/advice
Peddle Thorp	D1 - Building Services	Architecture
Peddle Thorp Architects (Hamilton) Ltd	D1 - Building Services	Architecture
Perception Planning Ltd	D5 - Planning	Building consent advice, planning and processing

Consultant	Discipline	Skill
		Policy Planning
		Resource consent advice, planning and processing
		Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
Pinnacles Civil Group	D7 - Roading and Transportation	Road Asset Management - including asset valuations
		Traffic Engineering
		Transportation Design
Pisces Consulting Limited	D5 - Planning	Ecological assessment/advice (including Arboriculture)
Place Environmental Planning Group	D5 - Planning	Economic effects assessment/advice
		Policy Planning
		Resource consent advice, planning and processing
		Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
Planning Plus Limited	D5 - Planning	Resource consent advice, planning and processing
Planning Works Limited	D5 - Planning	Policy Planning
		Resource consent advice, planning and processing
Planz Consultants	D5 - Planning	Policy Planning
		Resource consent advice, planning and processing
		Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
Potentialis Limited	D5 - Planning	Policy Planning
		Resource consent advice, planning and processing
Power Solutions Ltd	D1 - Building Services	Building Services (HVAC, mechanical and electrical, and water services)
		Energy Management
	D2 - Three Waters and Waste	Water, Stormwater and Wastewater Reticulation and Treatment
Probase Engineering Limited	D2 - Three Waters and Waste	Water, Stormwater and Wastewater Reticulation and Treatment
	D6 - Supporting Services	Environmental and Land Development Engineering
		Geotechnical Investigation and Interpretation
Project Lab NZ Limited	D2 - Three Waters and Waste	Water management planning and modelling
	D4 - Hazard Management	Land Drainage and River management
	D5 - Planning	Resource consent advice, planning and processing
RCP	D1 - Building Services	Sundry Services
	D2 - Three Waters and Waste	Sundry Services
	D3 - Urban Design	Sundry Services
	D5 - Planning	Sundry Services
	D6 - Supporting Services	Sundry Services
Redman Solutions	D5 - Planning	Building consent advice, planning and processing
		Policy Planning
		Resource consent advice, planning and processing
Resilio Limited	D3 - Urban Design	Landscape Architecture (including design, visual analysis, and playground facilities and design)
		Master planning and built form modelling and analysis
		Urban design (streetscape, public domain planning and design, Crime Prevention)
	D5 - Planning	Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
Resolve Group	D2 - Three Waters and Waste	Water, Stormwater and Wastewater Reticulation and Treatment
	D7 - Roading and Transportation	Road Asset Management - including asset valuations
Reveal Infrastructure Limited	D1 - Building Services	Architecture
		Structural Engineering
	D2 - Three Waters and Waste	3-Waters Asset Valuation (for all asset types within this discipline)
		Process Engineering (including Telemetry, electrical and instrument control)

Consultant	Discipline	Skill
		Water, Stormwater and Wastewater Reticulation and Treatment
	D6 - Supporting Services	Environmental and Land Development Engineering
		Geotechnical Investigation and Interpretation
		GIS/spatial Analysis
		Land Surveying (including LIDAR, drones, and aerial photography)
Richard Knott Limited	D3 - Urban Design	Landscape Architecture (including design, visual analysis, and playground facilities and design)
		Master planning and built form modelling and analysis
		Urban design (streetscape, public domain planning and design, Crime Prevention)
	D5 - Planning	Heritage and archaeological assessment/advice
		Policy Planning
		Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
Rider Levett Bucknall Auckland Ltd	D1 - Building Services	Quantity Surveying
Riley Consultants Ltd	D2 - Three Waters and Waste	Water management planning and modelling
		Water, Stormwater and Wastewater Reticulation and Treatment
	D4 - Hazard Management	Hazard mapping and modelling
		Land Drainage and River management
	D5 - Planning	Resource consent advice, planning and processing
	D6 - Supporting Services	Environmental and Land Development Engineering
		Geotechnical Investigation and Interpretation
RoadLab Ltd	D7 - Roading and Transportation	Bridge Design
		Transportation Design
Rough and Milne Landscape Architects Limited	D3 - Urban Design	Landscape Architecture (including design, visual analysis, and playground facilities and design)
		Master planning and built form modelling and analysis
		Urban design (streetscape, public domain planning and design, Crime Prevention)
Sian Keith Archaeology Ltd	D5 - Planning	Heritage and archaeological assessment/advice
Sigma Consultants	D5 - Planning	Policy Planning
		Resource consent advice, planning and processing
Simmons & Associates Ltd.	D5 - Planning	Heritage and archaeological assessment/advice
SLR Consulting NZ Ltd	D2 - Three Waters and Waste	Solid Waste (including Rubbish and Recycling).
Southernskies Environmental Limited	D5 - Planning	Policy Planning
		Resource consent advice, planning and processing
	D6 - Supporting Services	Environmental and Land Development Engineering
Stantec New Zealand (Dale Maung)	D2 - Three Waters and Waste	Process Engineering (including Telemetry, electrical and instrument control)
		Solid Waste (including Rubbish and Recycling).
		Water management planning and modelling
		Water, Stormwater and Wastewater Reticulation and Treatment
	D3 - Urban Design	Landscape Architecture (including design, visual analysis, and playground facilities and design)
		Parks and Facilities Asset Valuation (for all asset types within this discipline)
		Urban design (streetscape, public domain planning and design, Crime Prevention)
	D4 - Hazard Management	Hazard mapping and modelling
		Land Drainage and River management
		Structural Audits (for asset types within this discipline)

Consultant	Discipline	Skill
	D5 - Planning	Ecological assessment/advice (including Arboriculture)
		Policy Planning
		Resource consent advice, planning and processing
		Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
	D6 - Supporting Services	Geotechnical Investigation and Interpretation
		GIS/spatial Analysis
	D7 - Roading and Transportation	Bridge Design
		Specialist services (street lux surveys/design/traffic surveys)
		Traffic Engineering
		Transportation Design
		Transportation Planning
	D8 - Public Transport and Parking	Parking modelling and analysis
		Public Transport modelling and analysis
Strateg.Ease Ltd.	D5 - Planning	Policy Planning
Streamlined Environmental Ltd	D2 - Three Waters and Waste	Water management planning and modelling
Te Miro Water Consultants Limited	D2 - Three Waters and Waste	Water management planning and modelling
		Water, Stormwater and Wastewater Reticulation and Treatment
	D4 - Hazard Management	Hazard mapping and modelling
	D7 - Roading and Transportation	Transportation Design
Tektus Consultants Ltd	D2 - Three Waters and Waste	3-Waters Asset Valuation (for all asset types within this discipline)
		Water management planning and modelling
		Water, Stormwater and Wastewater Reticulation and Treatment
	D4 - Hazard Management	Flood Hazard Asset Valuation (for all asset types within this discipline)
		Hazard mapping and modelling
		Land Drainage and River management
	D5 - Planning	Resource consent advice, planning and processing
		Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
	D6 - Supporting Services	Environmental and Land Development Engineering
TelferYoung Rotorua Ltd	D6 - Supporting Services	Property Services (including easements, leases, land valuation, and property related information)
The Property Group	D3 - Urban Design	Master planning and built form modelling and analysis
		Urban design (streetscape, public domain planning and design, Crime Prevention)
	D5 - Planning	Policy Planning
		Resource consent advice, planning and processing
	D6 - Supporting Services	GIS/spatial Analysis
		Property Services (including easements, leases, land valuation, and property related information)
The Surveying Company	D2 - Three Waters and Waste	Water, Stormwater and Wastewater Reticulation and Treatment
	D3 - Urban Design	Urban design (streetscape, public domain planning and design, Crime Prevention)
	D5 - Planning	Resource consent advice, planning and processing
	D6 - Supporting Services	Environmental and Land Development Engineering
		Land Surveying (including LIDAR, drones, and aerial photography)
		Property Services (including easements, leases, land valuation, and property related information)
	D7 - Roading and Transportation	Transportation Design

Consultant	Discipline	Skill
The Wastewater Specialists	D2 - Three Waters and Waste	Water, Stormwater and Wastewater Reticulation and Treatment
Thomas Consultants Ltd	D2 - Three Waters and Waste	Water, Stormwater and Wastewater Reticulation and Treatment
	D4 - Hazard Management	Hazard mapping and modelling
	D5 - Planning	Ecological assessment/advice (including Arboriculture)
		Resource consent advice, planning and processing
	D6 - Supporting Services	Land Surveying (including LIDAR, drones, and aerial photography)
		Property Services (including easements, leases, land valuation, and property related information)
	D7 - Roading and Transportation	Transportation Design
Tiaki Engineering Consultants Ltd	D1 - Building Services	Structural Engineering
	D2 - Three Waters and Waste	3-Waters Asset Valuation (for all asset types within this discipline)
		Water, Stormwater and Wastewater Reticulation and Treatment
	D6 - Supporting Services	Environmental and Land Development Engineering
		Geotechnical Investigation and Interpretation
	D7 - Roading and Transportation	Bridge Design
Titus Civil	D2 - Three Waters and Waste	Water, Stormwater and Wastewater Reticulation and Treatment
	D4 - Hazard Management	Hazard mapping and modelling
	D6 - Supporting Services	Geotechnical Investigation and Interpretation
	D7 - Roading and Transportation	Transportation Design
Tonkin + Taylor	D1 - Building Services	Structural Engineering
	D2 - Three Waters and Waste	3-Waters Asset Valuation (for all asset types within this discipline)
		Solid Waste (including Rubbish and Recycling).
		Water management planning and modelling
		Water, Stormwater and Wastewater Reticulation and Treatment
	D4 - Hazard Management	Flood Hazard Asset Valuation (for all asset types within this discipline)
		Hazard mapping and modelling
		Land Drainage and River management
		Structural Audits (for asset types within this discipline)
	D5 - Planning	Acoustic assessment/advice
		Building consent advice, planning and processing
		Ecological assessment/advice (including Arboriculture)
		Policy Planning
		Resource consent advice, planning and processing
		Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
	D6 - Supporting Services	Environmental and Land Development Engineering
		Geotechnical Investigation and Interpretation
		GIS/spatial Analysis
		Land Surveying (including LIDAR, drones, and aerial photography)
	D7 - Roading and Transportation	Traffic Engineering
		Transportation Planning
	D8 - Public Transport and Parking	Public Transport modelling and analysis
Traffic Engineering Management Ltd	D7 - Roading and Transportation	Specialist services (street lux surveys/design/traffic surveys)
		Traffic Engineering
		Transportation Design
Traffic Planning Consultants Ltd	D7 - Roading and Transportation	Specialist services (street lux surveys/design/traffic surveys)

Consultant	Discipline	Skill
		Traffic Engineering
		Transportation Planning
Urbanismplus Ltd	D3 - Urban Design	Master planning and built form modelling and analysis
		Urban design (streetscape, public domain planning and design, Crime Prevention)
Veros Property Services Limited	D1 - Building Services	Sundry Services
	D6 - Supporting Services	Property Services (including easements, leases, land valuation, and property related information)
ViaStrada Limited	D3 - Urban Design	Urban design (streetscape, public domain planning and design, Crime Prevention)
	D7 - Roading and Transportation	Traffic Engineering
		Transportation Design
		Transportation Planning
W. Gumbley Ltd	D5 - Planning	Heritage and archaeological assessment/advice
Wainui Environmental Ltd	D2 - Three Waters and Waste	Water, Stormwater and Wastewater Reticulation and Treatment
	D5 - Planning	Resource consent advice, planning and processing
		Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
	D6 - Supporting Services	Environmental and Land Development Engineering
Warren and Mahoney	D1 - Building Services	Architecture
Watershed Engineering Limited	D2 - Three Waters and Waste	Water management planning and modelling
		Water, Stormwater and Wastewater Reticulation and Treatment
	D4 - Hazard Management	Hazard mapping and modelling
Waugh Infrastructure Management Ltd	D2 - Three Waters and Waste	3-Waters Asset Valuation (for all asset types within this discipline)
		Solid Waste (including Rubbish and Recycling).
		Water management planning and modelling
		Water, Stormwater and Wastewater Reticulation and Treatment
	D7 - Roading and Transportation	Road Asset Management - including asset valuations
		Transportation Planning
White Associates Ltd	D1 - Building Services	Quantity Surveying
Wildland Consultants Ltd	D5 - Planning	Ecological assessment/advice (including Arboriculture)
Wizebuy Building Inspections Limited	D5 - Planning	Building consent advice, planning and processing
WorleyParsons New Zealand Ltd	D2 - Three Waters and Waste	Process Engineering (including Telemetry, electrical and instrument control)
		Water management planning and modelling
		Water, Stormwater and Wastewater Reticulation and Treatment
	D4 - Hazard Management	Hazard mapping and modelling
		Land Drainage and River management
		Structural Audits (for asset types within this discipline)
	D6 - Supporting Services	GIS/spatial Analysis
	D7 - Roading and Transportation	Transportation Planning
Wratt Resource Management Planning Ltd	D5 - Planning	Policy Planning
	D7 - Roading and Transportation	Transportation Planning
WSP Opus	D1 - Building Services	Architecture
		Building Services (HVAC, mechanical and electrical, and water services)
		Energy Management
		Fire Engineering
		Structural Engineering

Consultant	Discipline	Skill
	D2 - Three Waters and Waste	3-Waters Asset Valuation (for all asset types within this discipline)
		Process Engineering (including Telemetry, electrical and instrument control)
		Solid Waste (including Rubbish and Recycling).
		Water management planning and modelling
		Water, Stormwater and Wastewater Reticulation and Treatment
	D3 - Urban Design	Landscape Architecture (including design, visual analysis, and playground facilities and design)
		Master planning and built form modelling and analysis
		Parks and Facilities Asset Valuation (for all asset types within this discipline)
		Urban design (streetscape, public domain planning and design, Crime Prevention)
	D4 - Hazard Management	Flood Hazard Asset Valuation (for all asset types within this discipline)
		Hazard mapping and modelling
		Land Drainage and River management
		Structural Audits (for asset types within this discipline)
	D5 - Planning	Acoustic assessment/advice
		Building consent advice, planning and processing
		Ecological assessment/advice (including Arboriculture)
		Heritage and archaeological assessment/advice
		Policy Planning
		Resource consent advice, planning and processing
		Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)
	D6 - Supporting Services	Environmental and Land Development Engineering
		Geotechnical Investigation and Interpretation
		GIS/spatial Analysis
		Land Surveying (including LIDAR, drones, and aerial photography)
		Property Services (including easements, leases, land valuation, and property related information)
	D7 - Roading and Transportation	Bridge Design
		Road Asset Management - including asset valuations
		Specialist services (street lux surveys/design/traffic surveys)
		Traffic Engineering
		Transportation Design
		Transportation Planning
	D8 - Public Transport and Parking	Parking modelling and analysis
		Public Transport modelling and analysis
wt partnership	D1 - Building Services	Quantity Surveying
X Engineering Design	D1 - Building Services	Building Services (HVAC, mechanical and electrical, and water services)
Xyst Limited	D3 - Urban Design	Landscape Architecture (including design, visual analysis, and playground facilities and design)
		Parks and Facilities Asset Valuation (for all asset types within this discipline)
		Urban design (streetscape, public domain planning and design, Crime Prevention)
	D5 - Planning	Policy Planning
		Resource consent advice, planning and processing
		Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)

PSP Consultants: by Discipline | Skills

D1 – Building Services	
Skill: Architecture	
APG Architects Ltd	Ignite Architects Ltd.
Archimedia	Isthmus Group
Babbage Consultants Ltd	Jigsaw Architects Limited
Beca Limited	Pacific Environments NZ Ltd
Chow:Hill Architects Ltd.	PAUA Architects Limited
DCA Architects Limited	Peddle Thorp
Edwards White Architects Ltd	Peddle Thorp Architects (Hamilton) Ltd
GDC Consultants Ltd	Reveal Infrastructure Limited
GHD Limited	Warren and Mahoney
Hampton Jones	WSP Opus
Skill: Building Services (HVAC, mechanical and electrical, and water services)	
2E consulting Ltd	Harrison Grierson Consultants Limited
AECOM New Zealand Limited	Jacobs New Zealand Ltd
Babbage Consultants Ltd	Power Solutions Ltd
Beca Limited	WSP Opus
GHD Limited	X Engineering Design
Hampton Jones	
Skill: Energy Management	
Beca Limited	Power Solutions Ltd
Jacobs New Zealand Ltd	WSP Opus
MLC Ltd	
Skill: Fire Engineering	
Anvil Fire Consultants	Holmes Consulting Group - Hamilton
Babbage Consultants Ltd	OnFire Consulting Ltd
Beca Limited	WSP Opus
Skill: Quantity Surveying	
AECOM New Zealand Limited	Jewkes Boyd Cost Management
Beca Limited	Rider Levett Bucknall Auckland Ltd
Cuesko Limited	White Associates Ltd
Hampton Jones	wt partnership
Skill: Structural Engineering	
AECOM New Zealand Limited	Hampton Jones
AIE Engineering	Harrison Grierson Consultants Limited
Arnold & Johnstone 2015 Limited	Holmes Consulting Group - Hamilton
Babbage Consultants Ltd	Jacobs New Zealand Ltd
BCD Group	KGW Consulting Engineers Ltd
Beca Limited	Miyamoto International Ltd
BTW Company Ltd	Oculus Architectural Engineering Limited
Calibre Consulting Ltd	Reveal Infrastructure Limited
Cardno NZ Limited	Tiaki Engineering Consultants Ltd
Enviro Limited	Tonkin + Taylor
GDC Consultants Ltd	WSP Opus
GHD Limited	
Skill: Sundry Services	
Chartered Building Consultants Ltd	OCTA Associates
Frequency NZ Ltd	RCP
Halcyon Project Management Limited	Veros Property Services Limited

D2 – Three Waters and Waste**Skill: 3-Waters Asset Valuation (for all asset types within this discipline)**

APV Valuers & Asset Management	Pattle Delamore Partners Ltd
Beca Limited	Reveal Infrastructure Limited
BPO Limited	Tektus Consultants Ltd
GHD Limited	Tiaki Engineering Consultants Ltd
Harrison Grierson Consultants Limited	Tonkin + Taylor
Infrastructure Associates Ltd	Waugh Infrastructure Management Ltd
Jacobs New Zealand Ltd	WSP Opus

Skill: Process Engineering (including Telemetry, electrical and instrument control)

AECOM New Zealand Limited	Great Lake Consulting Ltd
Asset Management Business Improvement (AMBI)	Jacobs New Zealand Ltd
Aurecon New Zealand	Lutra Limited
Babbage Consultants Ltd	Neo Consulting
Beca Limited	Pattle Delamore Partners Ltd
BPO Limited	Reveal Infrastructure Limited
Calibre Consulting Ltd	Stantec New Zealand (Dale Maung)
Cardno NZ Limited	WorleyParsons New Zealand Ltd
Combined Technologies	WSP Opus
GHD Limited	

Skill: Solid Waste (including Rubbish and Recycling).

AR & Associates Ltd	OCTA Associates
Beca Limited	Pattle Delamore Partners Ltd
Blueline Consulting	SLR Consulting NZ Ltd
Eunomia Research & Consulting Limited	Stantec New Zealand (Dale Maung)
GHD Limited	Tonkin + Taylor
Jacobs New Zealand Ltd	Waugh Infrastructure Management Ltd
Luke McCarthy Consulting	WSP Opus
Morrison Low & Associates Ltd	

Skill: Sundry Services

Frequency NZ Ltd	RCP
Harrison Grierson Consultants Limited	

Skill: Water management planning and modelling

4Sight Consulting Limited	Hydraulic Analysis Ltd
AECOM New Zealand Limited	Infrastructure Associates Ltd
Aqualinc Research Ltd	Jacobs New Zealand Ltd
AR & Associates Ltd	KRJ Consulting Ltd
Arup New Zealand Limited	Lutra Limited
Asset Management Business Improvement (AMBI)	Morphum Environmental
Aurecon New Zealand	Morrison Low & Associates Ltd
Awa Environmental	Mott MacDonald NZ Limited
Babbage Consultants Ltd	Pattle Delamore Partners Ltd
Beca Limited	Project Lab NZ Limited
BPO Limited	Riley Consultants Ltd
Candor 3	Stantec New Zealand (Dale Maung)
Cardno NZ Limited	Streamlined Environmental Ltd
DHI Water & Environment	Te Miro Water Consultants Limited
Ecological and Physical Coastal Consultants Limited	Tektus Consultants Ltd
Engineering Design Consultants	Tonkin + Taylor
Enviro Limited	Watershed Engineering Limited

D2 – Three Waters and Waste	
GDC Consultants Ltd	Waugh Infrastructure Management Ltd
GHD Limited	WorleyParsons New Zealand Ltd
Golder Associates (NZ) Ltd	WSP Opus
Harrison Grierson Consultants Limited	
Skill: Water, Stormwater and Wastewater Reticulation and Treatment	
AECOM New Zealand Limited	Lutra Limited
Asset Management Business Improvement (AMBI)	Morphum Environmental
Assetlife Alliance Limited	Morrison Low & Associates Ltd
Aurecon New Zealand	Mott MacDonald NZ Limited
Awa Environmental	NDM CIVIL
Babbage Consultants Ltd	OCTA Associates
BCD Group	Pattle Delamore Partners Ltd
Beca Limited	Power Solutions Ltd
Bloxam Burnett and Olliver Ltd	Probase Engineering Limited
Blue Wallace	Resolve Group
Blueline Consulting	Reveal Infrastructure Limited
BPO Limited	Riley Consultants Ltd
BTW Company Ltd	Stantec New Zealand (Dale Maung)
Calibre Consulting Ltd	Te Miro Water Consultants Limited
Candor 4	Tektus Consultants Ltd
Cardno NZ Limited	The Surveying Company
CLK Surveys Ltd	The Wastewater Specialists
Earth & Environmental Science Ltd.	Thomas Consultants Ltd
Engineering Design Consultants	Tiaki Engineering Consultants Ltd
Enviro Limited	Titus Civil
GHD Limited	Tonkin + Taylor
Golder Associates (NZ) Ltd	Wainui Environmental Ltd
Great Lake Consulting Ltd	Watershed Engineering Limited
Harrison Grierson Consultants Limited	Waugh Infrastructure Management Ltd
Henderson Civil Consultants Ltd	WorleyParsons New Zealand Ltd
Holmes Consulting Group - Hamilton	WSP Opus
Jacobs New Zealand Ltd	

D3 – Urban Design**Skill: 3-Waters Asset Valuation (for all asset types within this discipline)**

Blueline Consulting

Skill: Landscape Architecture (including design, visual analysis, and playground facilities and design)

4Sight Consulting Limited	Harrison Grierson Consultants Limited
AECOM New Zealand Limited	Isthmus Group
Align Limited	Jacobs New Zealand Ltd
Beca Limited	LandLAB
Bespoke Landscape Architects Limited	PAUA Architects Limited
Boffa Miskell Limited	Resilio Limited
brodiehailwood limited	Richard Knott Limited
Bruce Maunsell	Rough and Milne Landscape Architects Limited
Cardno NZ Limited	Stantec New Zealand (Dale Maung)
Frequency NZ Ltd	WSP Opus
Gray Matter Ltd	Xyst Limited

Skill: Master planning and built form modelling and analysis

4Sight Consulting Limited	Harrison Grierson Consultants Limited
Abley Limited	Ignite Architects Ltd.
AECOM New Zealand Limited	Isthmus Group
Align Limited	Jacobs New Zealand Ltd
Archimedia	Jigsaw Architects Limited
Beca Limited	LandLAB
Boffa Miskell Limited	PAUA Architects Limited
Bruce Maunsell	Resilio Limited
Candor 5	Richard Knott Limited
Cardno NZ Limited	Rough and Milne Landscape Architects Limited
Chow:Hill Architects Ltd.	The Property Group
Edwards White Architects Ltd	Urbanismplus Ltd
Frequency NZ Ltd	WSP Opus

Skill: Parks and Facilities Asset Valuation (for all asset types within this discipline)

APV Valuers & Asset Management	Morphum Environmental
Beca Limited	Morrison Low & Associates Ltd
brodiehailwood limited	Opteon Property Group
Frequency NZ Ltd	Stantec New Zealand (Dale Maung)
Harrison Grierson Consultants Limited	WSP Opus
Jacobs New Zealand Ltd	Xyst Limited

Skill: Solid Waste (including Rubbish and Recycling).

Blueline Consulting

Skill: Specialised Sports Surfaces and Turf Services (irrigation and drainage systems)

Cardno NZ Limited	OCTA Associates
Frequency NZ Ltd	

Skill: Sundry Services

Abley Limited	RCP
Frequency NZ Ltd	

Skill: Urban design (streetscape, public domain planning and design, Crime Prevention)

4Sight Consulting Limited	Harrison Grierson Consultants Limited
Abley Limited	Hill Young Cooper Ltd
AECOM New Zealand Limited	Ignite Architects Ltd.
Align Limited	Isthmus Group
Archimedia	Jacobs New Zealand Ltd

D3 – Urban Design

Beca Limited	LandLAB
Bespoke Landscape Architects Limited	PAUA Architects Limited
Boffa Miskell Limited	Resilio Limited
brodiehailwood limited	Richard Knott Limited
Bruce Maunsell	Rough and Milne Landscape Architects Limited
Candor 6	Stantec New Zealand (Dale Maung)
Cardno NZ Limited	The Property Group
Chow:Hill Architects Ltd.	The Surveying Company
Edwards White Architects Ltd	Urbanismplus Ltd
Enviro Limited	ViaStrada Limited
Frequency NZ Ltd	WSP Opus
GMD Consultants	Xyst Limited
Gray Matter Ltd	
Skill: Water, Stormwater and Wastewater Reticulation and Treatment	
Blueline Consulting	

D4 – Hazard Management**Skill: Flood Hazard Asset Valuation (for all asset types within this discipline)**

APV Valuers & Asset Management	Opteon Property Group
Beca Limited	Pattle Delamore Partners Ltd
Candor 7	Tektus Consultants Ltd
GHD Limited	Tonkin + Taylor
Gray Matter Ltd	WSP Opus
Harrison Grierson Consultants Limited	

Skill: Hazard mapping and modelling

AECOM New Zealand Limited	GHD Limited
AIE Engineering	Harrison Grierson Consultants Limited
Aqualinc Research Ltd	Hydraulic Analysis Ltd
AR & Associates Ltd	Jacobs New Zealand Ltd
Awa Environmental	Morphum Environmental
Babbage Consultants Ltd	Pattle Delamore Partners Ltd
Beca Limited	Riley Consultants Ltd
Bloxam Burnett and Olliver Ltd	Stantec New Zealand (Dale Maung)
BTW Company Ltd	Te Miro Water Consultants Limited
Calibre Consulting Ltd	Tektus Consultants Ltd
Candor 8	Thomas Consultants Ltd
Cardno NZ Limited	Titus Civil
CMW Geosciences	Tonkin + Taylor
DHI Water & Environment	Watershed Engineering Limited
Ecological and Physical Coastal Consultants Limited	WorleyParsons New Zealand Ltd
Enviro Limited	WSP Opus
GDC Consultants Ltd	

Skill: Land Drainage and River management

AECOM New Zealand Limited	Harrison Grierson Consultants Limited
AR & Associates Ltd	Jacobs New Zealand Ltd
Babbage Consultants Ltd	OCTA Associates
Beca Limited	Pattle Delamore Partners Ltd
Bloxam Burnett and Olliver Ltd	Project Lab NZ Limited
Britton Consultants Ltd	Riley Consultants Ltd
Calibre Consulting Ltd	Stantec New Zealand (Dale Maung)
Candor 9	Tektus Consultants Ltd
Cardno NZ Limited	Tonkin + Taylor
DHI Water & Environment	WorleyParsons New Zealand Ltd
GDC Consultants Ltd	WSP Opus
GHD Limited	

Skill: Structural Audits (for asset types within this discipline)

AIE Engineering	GDC Consultants Ltd
Babbage Consultants Ltd	GHD Limited
Beca Limited	Jacobs New Zealand Ltd
Bloxam Burnett and Olliver Ltd	Stantec New Zealand (Dale Maung)
BTW Company Ltd	Tonkin + Taylor
Cardno NZ Limited	WorleyParsons New Zealand Ltd
Enviro Limited	WSP Opus

D5 – Planning	
Skill: Acoustic assessment/advice	
GHD Limited	Tonkin + Taylor
Golder Associates (NZ) Ltd	WSP Opus
JPStyles Limited	
Skill: Building consent advice, planning and processing	
4Sight Consulting Limited	HAIL Environmental Ltd
AECOM New Zealand Limited	HD Geo Limited
Asbestos Surveying Solutions	KPMG SGA
Beca Limited	National Consultants Limited
BTW Company Ltd	Pattle Delamore Partners Ltd
Cardno NZ Limited	Perception Planning Ltd
Dual Tech Consultants	Redman Solutions
Enviro Limited	Tonkin + Taylor
Frequency NZ Ltd	Wizebuy Building Inspections Limited
GDC Consultants Ltd	WSP Opus
GHD Ltd	
Skill: Ecological assessment/advice (including Arboriculture)	
4Sight Consulting Limited	GeoArb Ltd
Align Limited	Morphum Environmental
Babbage Consultants Ltd	Natural Solutions
Beca Limited	Pattle Delamore Partners Ltd
Boffa Miskell Limited	Pisces Consulting Limited
BTW Company Ltd	Stantec New Zealand (Dale Maung)
Cardno NZ Limited	Thomas Consultants Ltd
Ecological and Physical Coastal Consultants Limited	Tonkin + Taylor
Ecology New Zealand Limited	Wildland Consultants Ltd
Frequency NZ Ltd	WSP Opus
Skill: Economic effects assessment/advice	
Abley Limited	Jacobs New Zealand Ltd
Beca Limited	Market Economics Ltd
Frequency NZ Ltd	MR Cagney Pty Ltd
GHD Limited	NZ Institute of Economic Research
Infrastructure Associates Ltd	Place Environmental Planning Group
Skill: Environmental and Land Development Engineering	
Emission Impossible Limited	
Skill: Heritage and archaeological assessment/advice	
Arborlab Consultancy Services Ltd	New Zealand Heritage
archifact - architecture & conservation ltd	PAUA Architects Limited
Bloxam Burnett and Olliver Ltd	Richard Knott Limited
Boffa Miskell Limited	Sian Keith Archaeology Ltd
Cardno NZ Limited	Simmons & Associates Ltd.
Frequency NZ Ltd	W. Gumbley Ltd
Heritage Consultancy Services	WSP Opus
Skill: Land Surveying (including LIDAR, drones, and aerial photography)	
Emission Impossible Limited	
Skill: Policy Planning	
4Sight Consulting Limited	Kinetic Environmental Consulting Limited
Align Limited	Kivell Consulting Ltd
AR & Associates Ltd	KTB Planning Consultants Ltd

D5 – Planning	
Arup New Zealand Limited	Mitchell Daysh Ltd
Aurecon New Zealand	Morrison Low & Associates Ltd
Babbage Consultants Ltd	MR Cagney Pty Ltd
Beca Limited	Perception Planning Ltd
Bloxam Burnett and Olliver Ltd	Place Environmental Planning Group
Blue Wallace	Planning Works Limited
Boffa Miskell Limited	Planz Consultants
Cardno NZ Limited	Potentialis Limited
Dual Tech Consultants	Redman Solutions
Enspire Consulting	Richard Knott Limited
Frequency NZ Ltd	Sigma Consultants
GHD Limited	Southernskies Environmental Limited
GMD Consultants	Stantec New Zealand (Dale Maung)
Gray Matter Ltd	Strateg.Ease Ltd.
HAIL Environmental Ltd	The Property Group
Harrison Grierson Consultants Limited	Tonkin + Taylor
Hill Young Cooper Ltd	Wratt Resource Management Planning Ltd
Jacobs New Zealand Ltd	WSP Opus
JPStyles Limited	Xyst Limited
Skill: Property Services (including easements, leases, land valuation, and property related information)	
Emission Impossible Limited	
Skill: Resource consent advice, planning and processing	
4Sight Consulting Limited	Jacobs New Zealand Ltd
Abley Limited	JPStyles Limited
AECOM New Zealand Limited	Kinetic Environmental Consulting Limited
Align Limited	Kivell Consulting Ltd
AR & Associates Ltd	KTB Planning Consultants Ltd
Asbestos Surveying Solutions	Louise Feathers Planning
Aurecon New Zealand	Lucens Environmental and Planning Limited
Babbage Consultants Ltd	Mitchell Daysh Ltd
BCD Group	Morphum Environmental
Beca Limited	OCTA Associates
Bloxam Burnett and Olliver Ltd	P.S. Environmental Services Limited
Blue Wallace	Pattle Delamore Partners Ltd
Boffa Miskell Limited	Perception Planning Ltd
Britton Consultants Ltd	Place Environmental Planning Group
Bryant Environmental Solutions Ltd	Planning Plus Limited
BTW Company Ltd	Planning Works Limited
Cardno NZ Limited	Planz Consultants
CLK Surveys Ltd	Potentialis Limited
Dual Tech Consultants	Project Lab NZ Limited
Eagle Technology Group Limited	Redman Solutions
Element Planning Ltd	Riley Consultants Ltd
Enspire Consulting	Sigma Consultants
Enviro Limited	Southernskies Environmental Limited
Frequency NZ Ltd	Stantec New Zealand (Dale Maung)
GDC Consultants Ltd	Tektus Consultants Ltd
Geohazard Environmental Ltd	The Property Group
GHD Limited	The Surveying Company
GMD Consultants	Thomas Consultants Ltd
Gray Matter Ltd	Tonkin + Taylor
HAIL Environmental Ltd	Wainui Environmental Ltd
Haines Planning Limited	WSP Opus

D5 – Planning	
Harrison Grierson Consultants Limited	Xyst Limited
HD Geo Limited	
Skill: Sundry Services	
RCP	
Skill: Urban and Regional Planning (Including Town, Spatial and Reserve Planning and Management)	
4Sight Consulting Limited	Harrison Grierson Consultants Limited
AECOM New Zealand Limited	Hill Young Cooper Ltd
Align Limited	Jacobs New Zealand Ltd
AR & Associates Ltd	Kivell Consulting Ltd
Aurecon New Zealand	KTB Planning Consultants Ltd
Babbage Consultants Ltd	Mitchell Daysh Ltd
Beca Limited	Perception Planning Ltd
Bloxam Burnett and Olliver Ltd	Place Environmental Planning Group
Boffa Miskell Limited	Planz Consultants
brodiehailwood limited	Resilio Limited
Bruce Maunsell	Richard Knott Limited
Calibre Consulting Ltd	Stantec New Zealand (Dale Maung)
Cardno NZ Limited	Tektus Consultants Ltd
Frequency NZ Ltd	Tonkin + Taylor
GHD Limited	Wainui Environmental Ltd
GMD Consultants	WSP Opus
Gray Matter Ltd	Xyst Limited

D6 – Supporting Services**Skill: Environmental and Land Development Engineering**

AECOM New Zealand Limited	Harrison Grierson Consultants Limited
Aqualinc Research Ltd	HD Geo Limited
AR & Associates Ltd	Holmes Consulting Group - Hamilton
Aurecon New Zealand	Jacobs New Zealand Ltd
Babbage Consultants Ltd	Morphum Environmental
BCD Group	PAMC Ltd
Beca Limited	Pattle Delamore Partners Ltd
Blue Wallace	Probase Engineering Limited
Blueline Consulting	Reveal Infrastructure Limited
BTW Company Ltd	Riley Consultants Ltd
Calibre Consulting Ltd	Southernskies Environmental Limited
Cardno NZ Limited	Tektus Consultants Ltd
CLK Surveys Ltd	The Surveying Company
ENGEO Limited	Tiaki Engineering Consultants Ltd
Enviro Limited	Tonkin + Taylor
GDC Consultants Ltd	Wainui Environmental Ltd
GHD Limited	WSP Opus
HAIL Environmental Ltd	

Skill: Geotechnical Investigation and Interpretation

AECOM New Zealand Limited	HD Geo Limited
Arup New Zealand Limited	Jacobs New Zealand Ltd
Aurecon New Zealand	Miyamoto International Ltd
Babbage Consultants Ltd	Pattle Delamore Partners Ltd
BCD Group	Probase Engineering Limited
Beca Limited	Reveal Infrastructure Limited
Blueline Consulting	Riley Consultants Ltd
Candor 10	Stantec New Zealand (Dale Maung)
CMW Geosciences	Tiaki Engineering Consultants Ltd
ENGEO Limited	Titus Civil
GDC Consultants Ltd	Tonkin + Taylor
GHD Limited	WSP Opus
Golder Associates (NZ) Ltd	

Skill: GIS/spatial Analysis

Abley Limited	Harrison Grierson Consultants Limited
AECOM New Zealand Limited	Jacobs New Zealand Ltd
Align Limited	Morphum Environmental
Aqualinc Research Ltd	MR Cagney Pty Ltd
Aurecon New Zealand	Orbica Ltd
Awa Environmental	Pattle Delamore Partners Ltd
Beca Limited	Reveal Infrastructure Limited
Boffa Miskell Limited	Stantec New Zealand (Dale Maung)
Cardno NZ Limited	The Property Group
Eagle Technology Group Limited	Tonkin + Taylor
Enviro Limited	WorleyParsons New Zealand Ltd
GHD Limited	WSP Opus

Skill: Land Surveying (including LIDAR, drones, and aerial photography)

Aerial Surveys Limited	Discovery Marine Limited
Aurecon New Zealand	Enviro Limited
Babbage Consultants Ltd	Harrison Grierson Consultants Limited
Beca Limited	HD Geo Limited
Bloxam Burnett and Olliver Ltd	Natural Solutions

D6 – Supporting Services	
Blue Wallace	Reveal Infrastructure Limited
BTW Company Ltd	The Surveying Company
Calibre Consulting Ltd	Thomas Consultants Ltd
Candor 11	Tonkin + Taylor
Cardno NZ Limited	WSP Opus
CLK Surveys Ltd	
Skill: Property Services (including easements, leases, land valuation, and property related information)	
Align Limited	Opteon Property Group
APV Valuers & Asset Management	TelferYoung Rotorua Ltd
Aurecon New Zealand	The Property Group
Beca Limited	The Surveying Company
Cardno NZ Limited	Thomas Consultants Ltd
Infrastructure Associates Ltd	Veros Property Services Limited
KPMG SGA	WSP Opus
Skill – Sundry Services	
Bruce Maunsell	Jacobs New Zealand Limited
Frequency NZ Ltd	RCP

D7 – Roading and Transportation**Skill – Bridge Design**

AECOM New Zealand Limited	Frequency NZ Ltd
AIE Engineering	GDC Consultants Ltd
Arup New Zealand Limited	GHD Limited
Aurecon New Zealand	Holmes Consulting Group - Hamilton
Beca Limited	Jacobs New Zealand Ltd
Bloxam Burnett and Olliver Ltd	RoadLab Ltd
Brett Wactchorn	Stantec New Zealand (Dale Maung)
BTW Company Ltd	Tiaki Engineering Consultants Ltd
Calibre Consulting Ltd	WSP Opus

Skill - Road Asset Management - including asset valuations

AECOM New Zealand Limited	Harrison Grierson Consultants Limited
APV Valuers & Asset Management	Infrastructure Associates Ltd
Beca Limited	Luke McCarthy Consulting
Bloxam Burnett and Olliver Ltd	Morrison Low & Associates Ltd
Brett Wactchorn	PAMC Ltd
Calibre Consulting Ltd	Pinnacles Civil Group
Clarke of Works Ltd	Resolve Group
Frequency NZ Ltd	Waugh Infrastructure Management Ltd
GHD Limited	WSP Opus

Skill - Specialist services (street lux surveys/design/traffic surveys)

Abley Limited	Harrison Grierson Consultants Limited
AECOM New Zealand Limited	JPStyles Limited
AIE Engineering	Odyssey Energy (2009) Ltd
Beca Limited	Stantec New Zealand (Dale Maung)
Brett Wactchorn	Traffic Engineering Management Ltd
Frequency NZ Ltd	Traffic Planning Consultants Ltd
GDC Consultants Ltd	WSP Opus
GHD Limited	

Staff: Traffic Engineering

Abley Limited	GDC Consultants Ltd
AECOM New Zealand Limited	GHD Limited
Arrive Limited	Gray Matter Ltd
Arup New Zealand Limited	Harrison Grierson Consultants Limited
Aurecon New Zealand	Jacobs New Zealand Ltd
Beca Limited	Luke McCarthy Consulting
Bloxam Burnett and Olliver Ltd	Pinnacles Civil Group
Blueline Consulting	Stantec New Zealand (Dale Maung)
Brett Wactchorn	Tonkin + Taylor
Candor 12	Traffic Engineering Management Ltd
Cardno NZ Limited	Traffic Planning Consultants Ltd
CLK Surveys Ltd	ViaStrada Limited
Flow Transportation Specialsits	WSP Opus
Frequency NZ Ltd	

Skill – Transportation Design

Abley Limited	Holmes Consulting Group - Hamilton
AECOM New Zealand Limited	Jacobs New Zealand Ltd
Arrive Limited	MR Cagney Pty Ltd
Aurecon New Zealand	OCTA Associates
Beca Limited	PAMC Ltd
Blue Wallace	Pinnacles Civil Group
Brett Wactchorn	RoadLab Ltd

D7 – Roading and Transportation	
BTW Company Ltd	Stantec New Zealand (Dale Maung)
Calibre Consulting Ltd	Te Miro Water Consultants Limited
Candor 13	The Surveying Company
CLK Surveys Ltd	Thomas Consultants Ltd
Frequency NZ Ltd	Titus Civil
GDC Consultants Ltd	Traffic Engineering Management Ltd
GHD Limited	ViaStrada Limited
Gray Matter Ltd	WSP Opus
Harrison Grierson Consultants Limited	
Skill – Transportation Planning	
Abley Limited	Harrison Grierson Consultants Limited
AECOM New Zealand Limited	Jacobs New Zealand Ltd
Arrive Limited	Kinetic Environmental Consulting Limited
Arup New Zealand Limited	Luke McCarthy Consulting
Beca Limited	Morrison Low & Associates Ltd
Bloxam Burnett and Olliver Ltd	MR Cagney Pty Ltd
Brett Wactchorn	Stantec New Zealand (Dale Maung)
Candor 14	Tonkin + Taylor
Cardno NZ Ltd	Traffic Planning Consultants Lotd
CLK Surveys Ltd	ViaStrada Limited
Direction Traffic Designs	Waugh Infrastructure Management Ltd
Flow Transportation Specialists	WorleyParsons New Zealand Ltd
Frequency NZ Ltd	Wratt Resource Management Planning Ltd
GHD Limited	WSP Opus
Gray Matter Ltd	
Skill – Sundry Services	
Abley Limited	Blue Wallace

D8 – Public Transport and Parking**Skill: Parking modelling and analysis**

Abley Limited	GDC Consultants Ltd
AECOM New Zealand Limited	Gray Matter Ltd
Beca Limited	MR Cagney Pty Ltd
Candor 15	Stantec New Zealand (Dale Maung)
Cardno NZ Limited	WSP Opus
Flow Transportation Specialists	

Skill: Public Transport modelling and analysis

Abley Limited	Gray Matter Ltd
AECOM New Zealand Limited	Harrison Grierson Consultants Limited
Beca Limited	Jacobs New Zealand Ltd
Candor 16	MR Cagney Pty Ltd
Cardno NZ Limited	Stantec New Zealand (Dale Maung)
Emission Impossible Limited	Tonkin + Taylor
Flow Transportation Specialists	WSP Opus

Consultant

And

Waikato Local Authority Shared Services Limited

**CONSULTANCY SERVICES
FRAMEWORK AGREEMENT**

Handwritten initials in black ink, appearing to be 'AM' or similar, located at the bottom right of the page.

THIS FRAMEWORK AGREEMENT is entered into on 1 August 2019

BETWEEN:

- (1) **Waikato Local Authority Shared Services Limited (WCLASS Ltd)** Ruakura Research Centre, 10 Bisley Road, Hamilton 3214, New Zealand (the "**Client**"); and
- (2) **Consultant** (the "**Consultant**").

BACKGROUND

- (A) On 11 February 2019 the Client sought tenders for the provision of the Services.
- (B) On 10 June 2019 the Client accepted the Consultant's tender to provide the Services.
- (C) The Parties have agreed to enter into this Agreement to formalise the arrangements in respect of the Services.
- (D) The Client is a vehicle for procuring shared services for its shareholders, and the Consultant agrees that shareholders in the Client may use the Consultant's services on the terms of this Agreement.

AGREEMENT

1. INTERPRETATION

- 1.1. The following words and phrases used in this Agreement will have the following meanings:

"Agreement"	Means this framework agreement, including all schedules and documents incorporated by reference into this agreement.
"Commencement Date"	Means the date of this Agreement.
"Confidential Information"	Means any information of a confidential nature or relating to the Services that is disclosed to the Consultant by or on behalf of the Client at any time or obtained by the Consultant in the course of carrying out the Services.
"Expiry Date"	Means the date falling five calendar years from the Commencement Date.
"General Terms and Conditions"	Means the general terms and conditions of contract of consultancy services included (and amended) as Schedule 2.
"Instruction for Service"	Means an instruction initiated by the Client for the Consultant to provide a quote or estimate for a Works Package, on a formal or informal basis. It is for the provision of Services issued by the Client in the form set out in Schedule 1 (or similar).
"Joining Deed"	Means a deed in the form attached as Schedule 7.
"Joining Parties"	Means any of: (a) Hamilton City Council, Waikato District Council, Waikato Regional Council, Waipa District Council, Rotorua Lakes District Council, Hauraki District Council, South Waikato District Council, , Matamata-Piako District Council (MPDC) and

	(b) any other shareholder of the Client, who the Client has agreed can obtain the benefit of this agreement, and that shareholder has signed and delivered a Joining Deed to the Client.
“Key Performance Indicators”	Means the key performance indicators set out in Schedule 3.
“Relevant Individuals”	Means the key contacts set out in Schedule 6.
“Schedule of Prices”	Means the schedule of prices set out at Schedule 4.
“Services”	Means the Services that will be provided under this Agreement subject to the issuing of Instructions for Service, more particularly set out in Schedule 5.
“Term”	Means the period of time from the Commencement Date to the Expiry Date.
“Works Package”	Means any group of Services required by the Client.

1.2. In interpreting this Agreement:

- a) if any Party to this Agreement is a partnership then the provisions of this Agreement will bind each and every such partner jointly and severally;
- b) references to the singular shall be deemed to include the plural (and vice versa) and reference to a "person" shall be deemed to include any individual firm, unincorporated association or body corporate;
- c) the term Party means a party to this Agreement, including a Joining Party, unless otherwise specified or the context otherwise requires and the word "Parties" shall be construed accordingly;
- d) a reference to the Client is a reference to the Joining Party only in relation to an Instruction for Service issued by that Joining Party;
- e) any reference to any enactment includes any consolidation, re-enactment, amendment or replacement of it and any subordinate legislation under it;
- f) headings to Clauses shall be disregarded.

2. COMMENCEMENT AND DURATION

- 2.1. This Agreement will commence on the Commencement Date and will cease on the Expiry Date.
- 2.2. Nothing in this clause obliges the Client to amend the Expiry Date.
- 2.3. The Consultant acknowledges that the panel of consultants that may provide Services to the Client is open and the Client may, during the Term and in its absolute discretion, choose to provide an opportunity for new Consultants to join the panel.

3. SCOPE OF SERVICES

- 3.1. The Consultant will not provide any Services that are not the subject of an Instruction for Service.
- 3.2. This Agreement does not place any obligation on the Client to:
 - a) order or engage the provision of any Services or Works Packages by the Consultant;
 - b) issue an Instruction for Service for any Works Package; and/or

c) accept any quote or estimate provided by the Consultant in respect of any Instruction for Service.

3.3. The Consultant acknowledges that the Client shall have no liability to the Consultant for any costs or losses arising as a consequence of a failure by the Client to order or engage the Consultant in all or any of the Services.

4. QUOTATION FOR INDIVIDUAL WORKS PACKAGES

4.1. At any time during the Term, the Client may issue an Instruction for Service for a Works Package to the Consultant, either on its own or in competition with other parties. The Client and one or more Joining Parties, or one or more Joining Parties, may issue a joint Instruction for Service for a Works Package.

4.2. In the event that an Instruction for Service is issued for a Works Package, the Client will provide the details of the relevant Works Package in writing, and the date by which a response must be provided.

4.3. Any response submitted by the Consultant under this Agreement shall be priced in accordance with the Schedule of Prices if it is applicable. Otherwise the Consultant will provide a price on the basis of what is best value for money to the Client, having regard to the Client's rights under clause 4.5.

4.4. As part of an Instruction for Service, the Consultant may be requested to provide all or any of the following details at the discretion of the Client:

- a) the proposed Relevant Individuals/Key Contacts; and
- b) indicative drawings, details, designs or other relevant documents.

4.5. The Client may seek a peer review and/or market test all or any part of a submitted response on an open-book basis.

5. APPOINTMENT

5.1. The Client shall issue an Instruction for Service where the Client:

- a) accepts the Consultant's response to an Instruction for Service in respect of any Works Package; or
- b) otherwise requires the Consultant to carry out any Works Package.

5.2. The Consultant shall not be entitled to refuse to carry out the Services specified in an Instruction for Service issued under clause 5.1a.

5.3. In the event that an Instruction for Service is issued under Clause 5.1b then within 5 Working Days the Consultant shall be entitled to:

- a) notify the Client whether all or some of the Services the subject of the Instruction for Service cannot be provided in accordance with the Instruction for Service; and
- b) provide such alternative proposal as is reasonable in the circumstances for the Client to consider.

5.4. In the event that the Consultant provides an alternative proposal in accordance with clause 5.3b, the Parties shall meet and, acting reasonably, discuss and agree an appropriate Works Package. In the event that a Works Package is agreed the Client shall issue an Instruction for Service in accordance with clause 5.1a.

5.5. An Instruction for Service may be issued by the Client or any Joining Party, or jointly by one or more of them.

5.6. The General Terms and Conditions are incorporated as part of the terms of this Agreement.

6. COLLABORATIVE WORKING

- 6.1. The Consultant agrees to collaborate with the Client with a view to working in a spirit of mutual cooperation and partnership and with the goal of agreeing a strategic approach to project delivery and improvements to the same and also to identify and promote efficiencies, continuous improvement and cost savings that may be used for the mutual benefit of all Parties.

7. KEY PERFORMANCE INDICATORS

- 7.1. The Consultant acknowledges that its performance in respect of any Services provided under this Agreement shall be measured against the Key Performance Indicators set out at Schedule 3 to this Agreement.
- 7.2. In order to assist the Client in measuring its performance, the Consultant shall:
- a) respond to such requests for information from the Client as is reasonable in the circumstances;
 - b) attend meetings convened by the Client at intervals agreed between the parties at which the Consultant and all or any other consultants may be requested to appraise their own performance and engage in such feedback and analysis as is reasonably required by the Client.
- 7.3. The Consultant shall be entitled to request copies of any evaluation of its performance carried out by the Client, and at any time during the Term request informal feedback as to their current performance measured against the Key Performance Indicators. The Client's response to the Consultant shall be made in a reasonable time.
- 7.4. The Consultant acknowledges that the Client shall be entitled to consider the Consultant's performance measured against the Key Performance Indicators when deciding whether to:
- a) issue an Instruction for Service to a Consultant in respect of any Works Package; and/or
 - b) extend the Term in accordance with clause 2.2.

8. AMENDMENT AND VARIATION

- 8.1. No amendment or variation to this Agreement shall be effective unless it is in writing and is stated to vary this Agreement and is executed by a senior authorised representative of each Party.
- 8.2. Any Instruction for Service can be amended by the parties to that Instruction for Service in accordance with the General Terms and Conditions.

9. ASSIGNMENT AND SUB-CONTRACTING; JOINING

- 9.1. Subject to the other clauses of this clause 9, the benefit and burden of this Agreement may not be assigned or, subject to the terms of Schedule 2, sub-contracted in whole or in part by either Party without the prior written consent of the other Parties.
- 9.2. A Joining Party is entitled to all of the benefits, and (subject to clause 9.5) is subject to the burdens, of this Agreement, as if named as the Client in this Agreement, and the Consultant agrees to be bound by the terms of this Agreement with respect to that Joining Party. This clause is able to be enforced by any such Joining Party.
- 9.3. The Consultant acknowledges that the Services procured by the Client may benefit other persons, including the Joining Parties.
- 9.4. If a Joining Party breaches this Agreement, the Client, and any other Joining Party (the "Non-breaching Parties") will not be liable to the Consultant for any costs, losses, expenses, claims or liabilities relating to that breach, and the Consultant releases the Non-breaching Parties from any costs, losses, expenses, claims or liabilities relating to that breach.

- 9.5. If the Client and/or a Joining Party enters into an Instruction for Service with the Consultant, the other Joining Parties not party to the Instruction for Service (and the Client if one or more Joining Parties enters into the relevant Instruction for Service but not the Client) obtain no rights, and accept no obligations, with respect to that Instruction for Service.
- 9.6. Any breach of this Agreement by:
- a) a Joining Party will not entitle the Consultant to terminate this Agreement with respect to any party except that Joining Party in breach; and
 - b) the Client will not entitle the Consultant to terminate this Agreement with respect to a Joining Party.

10. CONFIDENTIALITY AND INFORMATION

- 10.1. The Consultant must treat as confidential any Confidential Information that is disclosed to or obtained by the Consultant in respect of this Agreement or any Instruction for Service. The Consultant must not at any time, without the Client's prior written consent, disclose, or allow to be disclosed, to any third party any Confidential Information except:
- a) as required by law;
 - b) to its professional advisors;
 - c) information already in the public domain other than by breach of any duty of confidentiality; or
 - d) as permitted by this Agreement or necessary for the performance of any Services;
 - e) and such disclosure may only be to the extent necessary for the performance of the Services in accordance with this Agreement and the relevant Instruction for Service.
- 10.2. Where there is a breach of any of the terms of this clause 10 by the Consultant and any action is brought against the Client, the Consultant hereby fully indemnifies the Client for all resulting costs, damages, penalties or losses (including all reasonable costs (including all legal costs on a solicitor/client basis)) incurred or suffered by the Client as a consequence, or result of such breach and action.
- 10.3. The Consultant acknowledges that the Client is subject to the provisions of the Local Government Official Information and Meetings Act 1987 ("LGOIMA") and shall facilitate the Client's compliance with its information disclosure requirements pursuant to the LGOIMA.
- 10.4. The Consultant may mark any information "Commercial: In Confidence" which it reasonably believes may be exempt from disclosure under the LGOIMA but acknowledges that such marking will be of indicative value only. The Consultant acknowledges that the Client shall be entitled to determine in its absolute discretion what information, including information marked "Commercial: in Confidence" must be disclosed in order to comply with its obligations under the LGOIMA and may disclose such information without consulting the Consultant.
- 10.5. Any information held by the Consultant for the purpose of this Agreement or any Instruction for Service is treated as if held by the Client. The Consultant must, immediately on request (or within such period as the Client may specify), supply to the Client any such information specified by the Client to enable the Client to comply with its obligations under the LGOIMA, any other relevant statute, and any other reporting or disclosure requirements, and provide all other necessary assistance as reasonably requested.
- 10.6. The Consultant shall under no circumstances respond directly to any request for information made under LGOIMA and must immediately forward any such request to the Client.

10.7. Upon request, and except as permitted by clause 11.3 of the General Terms and Conditions, the Consultant must promptly return to the Client or any relevant Joining Party or destroy (at the Client's or such Joining Party's election) all Confidential Information which is in the Consultant's possession or control.

11. WAIVER

11.1. No delay or omission by any Party in exercising any right or remedy under this Agreement shall operate to impair such right or remedy or be construed as a waiver. Any single or partial exercise of any such right or remedy shall not preclude any further exercise or the exercise of any other right or remedy.

12. NOTICES

12.1. Any notices to be given under this Agreement shall be emailed or sent by registered or recorded delivery only to the current registered office for the party:

Client

Attention WLASS Chief Executive

Ruakura Research Centre,

10 Bisley Road,

Hamilton, 3214,

New Zealand

Email: support@waikatolass.co.nz

Consultant

Name

Name

Phone:

Current registered office

Email:

12.2. Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, at 9.30 am on the morning of the second working week-day after posting.

12.3. Any notice may be sent by e-mail, to the addresses in clause 12.1, shall be deemed to be served in the event that a confirmation of receipt is received by the sender. However, no notice sent by e-mail shall be deemed to have been served if a copy of the relevant notice is not provided in accordance with clause 12.1 within the next 2 working days.

13. TERMINATION

13.1. In the event of any breach of this Agreement by the Consultant, the Client and any Joining Party may terminate this Agreement on 20 Working Days notice with respect to the person giving notice, unless within that time the breach is rectified. In the event of any breach of this Agreement by the Client or any Joining Party, the Consultant may terminate this Agreement on 20 Working Days notice with respect to the person in breach, unless within that time the breach is rectified by that person.

13.2. In the event that any breach of this Agreement which has previously been notified and remedied in accordance with clause 13.2, subsequently re-occurs within 3 months of the previous notice:

- a) if the Party in breach is the Client or a Joining Party, the Consultant may immediately terminate this Agreement with respect to the Party in breach, but only that Party; and
 - b) if the Party in breach is the Consultant, any other Party may immediately terminate this Agreement with respect to themselves.
- 13.3. This Agreement may be terminated by the Client or Joining Party with immediate effect by notice in writing (with termination effective only in respect of the person giving notice) if at any time if the Consultant:
- a) passes a resolution that it be wound-up or that an application be made for an administration order or the Party in question applies to enter into a voluntary arrangement with its creditors;
 - b) a receiver, liquidator, administrator, supervisor or administrative receiver is appointed in respect of the Party or any of the Party's property, assets or any part thereof;
 - c) the court orders that the Party be wound-up or a receiver of all or any part of the Party's assets be appointed;
 - d) is convicted (or being a company or partnership, any officers or representatives of the Party are convicted) of a criminal offence related to the business or professional conduct;
 - e) commits (or being a company or partnership, any officers or representatives of the Party commit) an act of serious misconduct in the course of the business.
- 13.4. Nothing in this Clause 13 shall affect the survival of any provision of this Agreement which is expressly or by implication intended to survive termination of this Agreement, including clauses 9 through 16 of this Agreement.
- 13.5. In the event that the Client terminates all or any part of this Agreement, the Client shall have no liability whatsoever to the Consultant (whether under contract, statute, tort or otherwise) in respect of any consequential or indirect loss or any actual or expected loss of profit, loss of revenue, loss of goodwill or loss of opportunity.
- 13.6. The parties acknowledge that:
- a) subject to the General Terms and Conditions, the termination of this Agreement shall not affect any Instruction for Service issued prior to the date of the termination of this Agreement; and
 - b) the termination of any Instruction for Service shall not affect this Agreement, except as set out in clause 13.3 above.

14. DISPUTE RESOLUTION

- 14.1. Should any dispute or difference arise between the Parties under or in relation to this Agreement, the parties shall use the dispute resolution procedure set out in the General Terms and Conditions.

15. PRECEDENCE


- 15.1. In the event of any inconsistency between this Agreement and any Instruction for Service or Schedule, this Agreement (excluding the Schedules) will take precedence.

16. GOVERNING LAW

- 16.1. This Agreement shall be governed by the Law of New Zealand and the Parties hereby submit to the exclusive jurisdiction of the New Zealand Courts.

SIGNED on behalf of the CLIENT by:

SIGNED on behalf of the CONSULTANT by:


_____ 8/7/19
Duly Authorised Signatory Date

Duly Authorised Signatory Date

Kelvin French, WLASS Chief Executive

Full Name and Title

Full Name and Title

SCHEDULE 1

FORM OF INSTRUCTION FOR SERVICE

Instruction For Service: Reference / Purchase Order Number:.

This document should only be considered an Instruction for Service (IFS) once it has been signed and accepted by both the Client and Consultant’s duly authorised signatory and sent back to the consulting company in PDF format.

The agreement is entered into under the Framework Agreement (the “Agreement”) dated 1 August 2019 between *Select Council* and *Select PSP Member.*, and incorporates the terms and conditions set out in Schedule 2 of the Agreement.

IFS Description/Name: Description must be less than 100 characters. Ensure that the description is uniquely identifiable.	
Group: Select Group.	Unit: Select Unit.
Site Location: Enter Site Location	
Client Rep: Name and Title	Consultant Rep: Name and Title

A. Project Outcomes

Expected outcomes.

B. Services to be provided

Services to be priced and provided by the consultant.

C. Commencement and Completion Dates

Commencement Select Expected Start Date.

Completion Select Expected End Date.

D. Deliverables

The quantifiable goods or services that will be provided upon the completion of this project – It can include a schedule or description of the expected deliverables. e.g.

- A set of drawings as concept
- A draft design report followed by final report after client acceptance.
- A schedule of costs

E. Key Performance Indicators

Include relevant performance indicators for the Instruction for Service.

F. Fee

Consultant to fill out. Should disbursements be applicable, Consultant should separately detail each one.

G. Work Package Insurance Levels

Council to indicate the level of insurance required for this work package or standard Framework Agreement levels shall apply

H. Additional Contract Documents


List documents here or type “Not Applicable”

I. Other Consultants

List any sub-consultants here or type “Not Applicable”

J. Client Provided Information

List documents or information here or type “Not Applicable”

Initial: 

ACCEPTED and **SIGNED** on behalf of Select PSP
Member by:

ACCEPTED and **SIGNED** on behalf of Select Council by:

Signature Date: [Click here to enter a date.](#)

Signature Date: [Click here to enter a date.](#)

Print Full Name & Title:

Print Full Name & Title:

SCHEDULE 2

CONDITIONS OF CONTRACT FOR CONSULTANCY SERVICES

PART 1

GENERAL CONDITIONS

Terms defined in the Agreement are also relevant in this Schedule and take precedence over the same terms defined in this Schedule.

The General Conditions of the Conditions of Contract for Consultancy Services fourth edition (December 2017) are incorporated into, and form part of, the Agreement with the following amendments:

1. Definitions and Interpretation

Amend the definition of "Agreement" to read as follows:

"The Agreement is the Framework Agreement. Any documents listed in the relevant Instruction for Service form part of the Agreement for the purposes of that Instruction for Service."

Amend the definition of "Client's Representative" to read as follows:

"The Client's Representative is the person named in the relevant Instruction for Service"

Amend the definition of "Consultant's Representative" to read as follows:

"The Consultant's Representative is the person named in the relevant Instruction for Service"

Amend the definition of "Key Personnel" to read as follows:

"The Key Personnel are the key personnel identified in the Framework"

Amend the definition of "Other Consultant" to read as follows:

"The Other Consultants means the other consultants identified in the relevant Instruction for Service"

Amend the definition of "Services: to read as follows:

"The Services are the services listed in the relevant Instruction for Service"

Amend the definition of "Sub-consultant" to read as follows:

"Sub-consultant means a person or entity listed in the Framework, engaged by the Consultant to assist in the provision of the Services, together with any Sub-consultants appointed under clause 2.4."

Add the following new definitions:

"Framework Agreement means the framework agreement entered into between the Client and the Consultant dated 1 August 2019."

"Instruction for Service has the meaning ascribed in the Framework Agreement."

2. Obligations of the Consultant

2.1 In clause 2.1, delete all references to 'Appendix A'. Replace with "the relevant Instruction for Service".

2.2 Delete clause 2.2 and replace as follows:

"The Consultant undertakes and warrants to the Client that in performing the Services the Consultant has and will continue to exercise all the reasonable skill, care and diligence to be expected of a competent and fully qualified member of the Consultant's profession"

experienced in carrying out similar services on projects of a similar size, scope and complexity to the Works.”

2.4 Amend the third paragraph of clause 2.4 to read as follows:

“If the Client decides, acting reasonably, that a Sub-consultant should not provide any of the Services, the Client shall notify the Consultant who shall immediately terminate the Sub-consultant’s involvement and, if necessary, appoint a replacement Sub-consultant in accordance with this clause 2.4. The Client shall have no liability whatsoever for any costs incurred by the Consultant as a consequence of replacing such a Sub-consultant.”

2.12 At the end, add the following:

“and the Consultant shall not be entitled to any additional payment for undertaking such steps.”

3. Obligations of the Client

Delete clause 3 and replace as follows:

“Collaborative Working”

3.1 Mutual Trust and Co-operation

The Client and the Consultant agree to work together in a spirit of mutual trust and co-operation to ensure that the Services are carried out for the mutual benefit of the Parties.

3.2 Client’s Responsibilities

To further the spirit of mutual trust and co-operation the Client shall:

- *Pay the Consultant in accordance with clause 5 and Appendix B;*
- *Provide free of charge such information as is reasonably requested by the Consultant, insofar as such information is in its possession;*
- *Respond to requests by the Consultant for information, notices, approvals or decisions in a timely manner; and*
- *do nothing to unreasonably obstruct the Consultant in the proper performance of the Services.*
- *ensure that it complies with all and any obligations required of it under HSWA (including any amendments and regulations) and its own policies and procedures, unless such obligation is part of the Services; and*
- *assist the Consultant in identifying hazards relevant to the Services.*

3.3 Approvals

Where the Client gives its consent, review or approval in respect of any matter arising in relation to the Services, such consent, review or approval shall not reduce the liability of the Consultant in respect of the matter approved.”

4. Personnel

4.3 Delete the words “for good reason” and replace with “at its absolute discretion.”



5. Payment

5.1 At the end, add the following:

“However, no payment shall be due from the Client to the Consultant until the provision by the Consultant of an invoice for the sum due which provides sufficient information for the Client to properly assess and process the claim.”

5.4 Delete the word “promptly”. Replace with “within a reasonable time.”

6. Liability and Insurance

6.2 Delete clause 6.2 and replace with:

“The maximum aggregate amount payable by the Consultant to the Client, for any claims, damages, liabilities, losses or expenses arising in connection with the Services provided pursuant to an Instruction for Services, shall be limited in each case to the amount specified in the Special Conditions.”

6.3 Delete the words “and/or a Third Party”.

At the end, add the following

“To the extent permitted at law:

(a) The Client will not be liable to the Consultant in connection with this Agreement for any indirect or consequential claims, damages, liabilities, losses or expenses including any economic loss, arising under contract, tort (including negligence) statutory duty, or otherwise,

(b) the maximum aggregate amount payable by the Client to the Consultant, for any claims, damages, liabilities, losses or expenses whether arising under contract, tort (including negligence) statutory duty, or otherwise, (“Claim”) shall be limited to an amount equivalent to the total amount payable by the Client to the Consultant for the Services in the 6 month period prior to the date giving rise to the relevant Claim.”

6.5 Delete the words “all reasonable endeavours to”. At the end, add the following:

“The parties shall meet as soon as practicable after receipt of such notice to discuss how best to protect their respective positions.”

7. Variations

7.3 At the end, add the following:

“Notwithstanding such a referral, the Consultant shall continue to carry out and complete the Services that are the subject of the dispute.”

8. Confidentiality

Delete.

9. Intellectual Property

9.1 In the first sentence delete the words “jointly” and “and the Consultant”. Amend the second sentence to read as follows:

“The Client hereby grants to the Consultant an unrestricted, royalty-free license in perpetuity to copy and use such New Intellectual Property.”

10. Disputes

10.1 At the end, add the following:

“In the absence of agreement the Parties agree that a meeting will be held between senior representatives of each party to resolve the dispute.”



11. Termination

11.1 Delete.

11.2 Delete the first paragraph and replace as follows:

“If the Client terminates this Agreement, or the Consultant terminates this Agreement because the Client has breached it, then the Client must as soon as reasonably practicable pay the Consultant a fair sum for Services provided to the date of termination.”

12. General Provisions

12.9 At the end of the first paragraph, add the following:

“The Consultant will be expected to subcontract with a consultant nominated by the Client, when the services being subcontracted cannot reasonably be provided by such a consultant.”

12.19 Add the following new clause 12.19:

“12.19 Novation

The Consultant shall when requested to do so by the client, enter into a deed of novation in a reasonable form, in order to novate this Agreement to a contractor employed by the Client on a ‘design and build’ basis. The Client acknowledges that the Consultant shall not be obliged to enter into a deed of novation in any other circumstances.”



SCHEDULE 2

CONDITIONS OF CONTRACT FOR CONSULTANCY SERVICES

PART 2

SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract of the Conditions of Contract for Consultancy Services third edition A (December 2017) shall be completed as set out below:

Agreement

Additional documents forming part of this Agreement include those documents set out in the relevant Instruction for Service.

5.1 Payment Timing

The time for payments shall be on the 20th of the month following the month of issue of the GST invoice.

6.2 Limitation of Liability

The maximum amount payable shall be \$2,000,000

6.4 Duration of Liability

The duration of liability shall be as per the Limitation Act 2010.

6.5 Insurance

The amount of public liability insurance required shall be \$5,000,000

12.7 Notices

The Addresses are as set out in the relevant Instruction for Service.



SCHEDULE 3

KEY PERFORMANCE INDICATORS

The key performance indicators presented in this Schedule represent the areas of performance which will be measured under this Agreement. The measures to be used to quantify these performance areas will be defined within the Instructions for Service and will be consistent for all Instructions for Service.

The particular indicators used to measure the Consultant's performance will be selected from the areas in this Schedule. For any Instruction for Service, the performance indicators to be used for that assignment will be determined by the Client. Not all areas of performance measurement will be applicable to all instructions for service.

Notwithstanding the allocation of specific performance measures to each Instruction for Service, all Instructions for Service will include at least measures related to client satisfaction.

If the Consultant performance review consistently results in a rating of less than satisfactory, and such performance is not brought to at least a satisfactory level following notification of such performance, the Client reserves the right to terminate Framework Agreement.

Performance Measurement AreasPerformance with respect to Time

- Performance of Consultants with respect to the predictability of time

Performance with respect to Budget

- Performance of Consultants with respect to the cost of the service

Performance with respect to Quality

- Performance of Consultants with respect to quality of the service

Performance with respect to Health and Safety

- Compliance with health and safety policy and procedures

Performance with respect to Sustainability

- Performance of Consultants with respect to environmental sustainability, local impacts and social outcomes

Performance with respect to Satisfaction

- Overall Client Satisfaction

SCHEDULE 4

SCHEDULE OF PRICES

TIME BASED WORK AREAS

A standard Schedule of Prices is to be used for all Work Packages done under hourly time-based payments, or for valuing variations to lump sum payments under this Agreement.

The Schedule of Prices is detailed below (all figures exclude GST).

(insert consultants pricing schedule)

DISBURSEMENTS

WLASS will not pay any disbursements unless the nature and value of those disbursements are agreed under individual Instructions for Service. Disbursements may include, but not be limited to:

- Accommodation;
- Air Travel;
- Mileage at current IRD rate per km excluding mileage incurred within the Waikato region boundaries;
- Consenting fees;
- Large or specialist print runs; and
- The use of highly specialised equipment.

Where the Consultant is required to procure other goods or services that involve significant expenditure or specialist oversight from the Consultant (e.g. Lighting expertise, Geotechnical Investigation & Testing, etc), they will be paid by either:

- a) Payment on the Consultant's invoice with an on cost of 5% where the Consultant engages and pays for the goods or services; or
- b) Direct payment by the relevant Council for the goods or services, where the contract for their supply has been entered into by the relevant Council under the Consultant's oversight.

The choice of approach a) or b) will be decided on a case by case basis for specific projects.

ANNUAL ADJUSTMENTS TO SCHEDULE OF PRICES

Pricing shall be fixed for the initial 24 months of the contract term. Following the initial 24 months, prices may be negotiated annually upon application by the consultant to WLASS. Any application for review must be submitted two months prior to the anniversary date of this Agreement, otherwise submissions may be rejected.

LUMP SUM WORK AREAS

Should a Work Package be carried out as a lump sum by the Consultant under this Agreement the following methodology shall apply.

Where professional bodies have set guidelines for setting fees in a particular discipline, these will be used as the basis for determining lump sum fees for work packages.

For infrastructure work, the ACENZ/IPENZ Fee Guidelines for Consulting Engineering Services published January 2004 – 1st Edition will be used as the basis for calculating lump sum fees. The type and class of project will be identified from Table 1 Utilities & Roading and Table 2 for Construction Monitoring Services.

For architectural work, the NZ Institute of Architects (NZIA) Guide to Architects Charges 2007 will be used as the basis for calculating lump sum fees.

For urban design work which predominantly includes landscape services, The NZ institute of Landscape Architects (NZILA) 'Payment for the Services of The Landscape Architect' fee guidelines will be used as the basis for calculating lump sum fees.

The lump sum fee will have to take account of the scope and complexity of the works, what services are to be provided by the Consultant, e.g. cost estimates, preparation of schedules, roles within construction contracts and the like.

Lump sum fee arrangements may also involve secondments on day rate charges for defined or significant work packages.

Unless otherwise agreed the following disbursements will be included in the lump sum fee:

- Accommodation;
- Air Travel;
- Mileage;
- Consent Application fixed fees, such as deposits (variable fees incurred within the consenting process shall be treated as a separately chargeable disbursement at the time they are incurred and at net cost); and
- External specialist design consultants (i.e. Surveyor, Geotechnical Investigation & Testing, etc).

SCHEDULE 5

SERVICES

The professional services needed for each project or work package will generally be defined by distinct service areas.

Service Area A Strategy and Programme Development

This encompasses work to define long-term directions and boundaries for Council's activities. It can involve assessment of future urban development patterns, economic activity, demographic trends and other indicators of change. Asset management planning and condition monitoring is considered to fit within this area of work.

This area also includes overall networks analysis and predictive modelling, long term and annual planning effort, forward work programme development and management,, initial feasibility studies, project scoping and the like.

Service Area B Planning Services

Providing assistance in the research, analysis, preparation of and reporting on planning matters. For consenting, services may involve assessing and reporting on consent applications legislative compliance.

Service Area C Project Management/ Design Management

The process that will determine how best to deliver individual projects and tasks contained in programmes of work for optimum delivery at lowest cost or best value and the ongoing management of projects through to completion.

Service Area D Feasibility/ Concept Design

The concept design nominally takes the design of a project through to a 20% design completion status. This can involve specialist inputs such as RAMM, SCATS (traffic signals), crash analyses/traffic safety/safety audits, CPTED, property evaluation, energy audits, hydraulic modelling, computer visualisations, etc. These specialist inputs can be also be involved in the other Service Areas. Feasibility and concept design will typically include developing and evaluating options encompassing initial cost estimates, time lines, project risks and consenting and consultation processes that the project will need to undertake.

Service Area E Preliminary / Developed Design

Following concept design, the next phase of the design process is preliminary or developed design which takes the design through to a 40% design completion status. Its objective is to define the physical limits of the project to be built and to provide sufficient information for implementation strategies to be developed, budgets to be prepared and a Project Implementation Plan assembled.

Service Area F Detailed Design

Following Preliminary design, the next phase of the design process is detailed design which takes the design through to a 100% design completion status. Its objective is to produce all documentation required to physically implement the works (i.e. detailed construction documentation) including a final budget or target cost.

Service Area G Procurement/ Construction Observation or Administration

201

This is the contract administration associated with physical works phase of the project (e.g. Engineer to Contract and Engineer's Representative) and takes the project through to a point the completed asset can be taken through close out processes and handed over to the appropriate asset manager for incorporation into the asset register and asset management plan. This phase also includes the defects liability period.

DISCIPLINE AREA

The Client may request the Consultant to carry out Services in the following discipline areas, or such other discipline areas as the Client reasonably requests:



SCHEDULE 6

RELEVANT INDIVIDUALS/KEY CONTACTS

Consultant Representative

Name:

Telephone:

Mobile:

Email:

Client Representative

Name: Kelvin French

Telephone: n/a

Mobile: 021 221 5208

Email: support@waikatolass.co.nz

Key Consultant Contact Personnel (1 Per Discipline Area as relevant)

	Name	Title	Phone	Mobile	Email
Discipline 1 - Building Services					
Discipline 2 - Three Waters & Waste					
Discipline 3 - Urban Design					
Discipline 4 - Hazard Management					
Discipline 5 - Planning					
Discipline 6 - Supporting Services					
Discipline 7 - Roading and Transportation					
Discipline 8 - Public Transport and Parking					



JOINING DEED

with respect to the

PSP Framework Agreement dated 1 August 2019

between

WAIKATO LOCAL AUTHORITY SHARED SERVICES LIMITED

and

CONSULTANTS



DEED dated

[

] 2019

PARTY

(1) [] (“Council”)

BACKGROUND

- A. Waikato Local Authority Shared Services Limited (**WLASS**) has entered into PSP framework agreements as the Client with the consultants listed in schedule A to this deed (collectively, the **Consultants**). Each framework agreement with a Consultant is called a “Framework Agreement.”
- B. The parties to the Framework Agreements agreed to allow certain other persons to benefit from the terms of the Framework Agreement, upon signing a joining deed.
- C. By signing this deed, the Council has elected to participate in each Framework Agreement, and wishes to have each Consultant supply the Services to the Council on the basis set out in the applicable Framework Agreement.

AGREEMENT

1. Terms of Joining

- 1.1 The Council agrees that with effect from the later of 1 August 2019 or the date that this deed is signed by it (**Effective Date**), the Council will obtain the benefit of the terms of each Framework Agreement and be subject to its terms as if it were named as the Client in each Framework Agreement.
- 1.2 The Council will be responsible for each Instruction for Services that it initiates under a Framework Agreement, and WLASS will not be liable, and the Council will indemnify, WLASS and any other party that signs a joining deed on the same terms as the Council (the **Indemnified Parties**), from any costs and expenses associated with claims or liability that the Indemnified Parties suffer in connection with the Council’s Instruction for Services.
- 1.3 The Council shall have no liability to any parties in respect of anything done or omitted to be done under a Framework Agreement at any time before the Effective Date.
- 1.4 Defined terms used in this deed have the same meaning as they do in the Framework Agreements.



SIGNED AS A DEED

SIGNED for and on behalf of)
the COUNCIL) *Councillor*

)
Councillor

Open Meeting

To	Waikato District Council
From	Gavin J Ion Chief Executive
Date	25 July 2019
Prepared by	Vishal Ramduny Strategic Projects Manager
Chief Executive Approved	Y
Reference #	GOV1301 / 2309544
Report Title	Future Proof Implementation Committee Agreement and Terms of Reference

I. EXECUTIVE SUMMARY

The purpose of this report is for Council to receive and endorse the draft Future Proof Implementation Committee Agreement (“The Agreement”) and Terms of Reference.

The Agreement focuses on the Future Proof Implementation Committee (political governing body) including its membership and delegations. The Future Proof Implementation Committee was established in 2009 as a joint partnership to focus on growth management in the Future Proof sub-region.

The current Agreement provides for a joint Committee of Hamilton City Council, Waikato District Council, Waipa District Council, Waikato Regional Council and tāngata whenua to undertake growth management planning across the sub-region in accordance with the Future Proof Strategy and Implementation Plan.

The Future Proof Implementation Committee will be expanding its membership to accommodate other partners involved in the Hamilton to Auckland Corridor Initiative. The expanded membership includes Central Government, Auckland Council and tāngata whenua representation from Auckland iwi. This membership is in addition to the existing Future Proof Implementation Committee.

The expanded partnership will oversee the implementation of the Hamilton to Auckland Corridor workstream. This will occur through developing and implementing plans and strategies, as well as monitoring and undertaking any reviews in accordance with the functions as set out in the Terms of Reference attached to this Agreement. The Agreement and its Terms of Referenced were endorsed by the Future Proof Chief Executives Advisory Group on 15 July 2019.

The Mayor and the Deputy Mayor are Council's representatives on the Future Proof Implementation Committee.

2. RECOMMENDATIONS

THAT the report from the Chief Executive be received.

AND THAT Council approves the Future Proof Implementation Committee Agreement and associated Terms of Reference (attached to the staff report);

AND FURTHER THAT Council notes that the inaugural meeting of the expanded Future Proof partnership will be receiving the Agreement and the Terms of Reference for approval and signing;

AND FURTHER THAT Council delegates the Mayor to sign the updated Future Proof Implementation Committee Agreement on behalf of Waikato District Council.

3. CONSIDERATIONS

3.1. FINANCIAL

The approved Future Proof budget for 2019/20 totals \$609,991. The costs are split amongst the Future Proof partner councils using a funding formula approved by the Future Proof Chief Executives Advisory Group (CEAG):

- Waikato Regional Council: \$182,997
- Hamilton City Council: \$180,106
- Waikato District Council: \$129,129
- Waipa District Council: \$117,759.

A request has been made to Central Government for funding, particularly in regard to the work which supports the Governments strategic objectives like the Auckland Hamilton Corridor Plan. At this stage any potential contribution has not been factored into the budgeted work programme.

3.2. LEGAL

The Future Proof Implementation Committee is a formal joint committee pursuant to the Local Government Act 2002 (Clauses 30 and 30A, Schedule 7). The Terms of Reference is a requirement of Clause 30A, Schedule 7 of the Local Government Act 2002.

3.3. STRATEGY, PLANS, POLICY AND PARTNERSHIP ALIGNMENT

Implementation of the Future Proof Strategy (including the Hamilton to Auckland Corridor

Initiative) will occur through partner strategies, programmes, plans and policy instruments (including National Policy Statements, the Regional Policy Statement, regional and district plans, long term plans (LTPs), annual plans, transport plans and triennial agreements) and through partnerships with other sectors such as health, education and business. Implementation may also occur through new funding, financing and planning tools that Government is currently considering.

3.4. ASSESSMENT OF SIGNIFICANCE AND ENGAGEMENT POLICY AND OF EXTERNAL STAKEHOLDERS

Highest levels of engagement	Inform	Consult	Involve	Collaborate	Empower
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Council has been kept abreast of work related to Future Proof and the Hamilton to Auckland Corridor Initiative on a regular basis. Council is represented on the Future Proof Implementation Committee by His Worship the Mayor and the Deputy Mayor.				

4. CONCLUSION

The draft Future Proof Implementation Committee Agreement and Terms of Reference is put to Council for endorsement. The inaugural meeting of the expanded Future Proof partnership will be receiving the Agreement and the Terms of Reference for approval and signing (15 August 2019). The expanded membership is the result of the inclusion of Central Government, Auckland Council and Auckland Iwi representation.

5. ATTACHMENTS

A – Future Impementation Committee Agreement and Terms of Reference



Future Proof Implementation Committee - Agreement

Purpose

This Agreement is made pursuant to Clause 30A, Schedule 7 of the Local Government Act 2002 (LGA 2002). The purpose is to provide for a joint Committee of Hamilton City Council, Waikato District Council, Waipa District Council, Waikato Regional Council, Matamata-Piako District Council and tāngata whenua to undertake growth management planning across the sub-region¹ in accordance with the Future Proof Strategy and Implementation Plan.

The Joint Committee has additional public body representation from the New Zealand Transport Agency (NZTA), the Waikato District Health Boards (DHB). The NZTA and the DHBs are observers with speaking rights but in a non-voting capacity.

The Future Proof Implementation Committee also has expanded membership for the Hamilton to Auckland Corridor programme. This membership includes Central Government, the Auckland Council and tāngata whenua representation from Auckland iwi. This membership is in addition to the existing Future Proof Implementation Committee.

This Agreement sits alongside the Memorandum of Understanding contained in Appendix 3 of the Future Proof Strategy.² The Memorandum of Understanding in the Future Proof Strategy covers the principles and approach to implementation between the Strategy partners, including how the parties will work together. This Agreement focuses on the Joint Committee, including its membership and delegations. Any additional Memoranda of Understanding that are completed will be in addition and complementary to this Agreement.

The Future Proof Implementation Committee has been established as a joint partnership to focus on growth management in the Future Proof sub-region. For the Hamilton to Auckland Corridor, the expanded partnership will oversee the implementation of the Hamilton to Auckland Corridor workstreams. This will occur through developing and implementing plans and strategies, as well as monitoring and undertaking any reviews in accordance with the functions as set out in the Terms of Reference attached to this Agreement as **Appendix 1**.

The Committee is a formal joint committee pursuant to the LGA 2002 (Clauses 30 and 30A, Schedule 7). The Committee will not be discharged at the point of the next election period (in line with Clause 30(7) of Schedule 7, LGA 2002).

¹ The 'sub-region' refers to the territorial areas of Hamilton City Council, Waikato District Council, Waipa District Council and Matamata-Piako District Council.

² Future Proof Strategy, 2017

Membership

Future Proof Specific

The Future Proof Implementation Committee is to be comprised of two elected member representatives as appointed by the local authorities, including the Mayors and Regional Council Chairperson, and three representatives to be nominated by tāngata whenua – one from the Tainui-Waikato Alliance, one from Waikato-Tainui and one from Ngā Karu Atua o te Waka.

An Independent Chairperson is to be appointed by the Future Proof Implementation Committee to chair the Committee. The Independent Chairperson has speaking rights and voting capacity. A Deputy Chairperson is also to be appointed by the Committee from the existing voting membership.

The NZTA is to be represented through its Director of Regional Relationships as an observer with speaking rights but in a non-voting capacity.³

The Waikato DHB is also represented on the Future Proof Implementation Committee, by a person to be nominated by the Board, as an observer with speaking rights but in a non-voting capacity.

Hamilton to Auckland Corridor

For Hamilton to Auckland Corridor matters, the Future Proof Implementation Committee will be expanded to include:

- Up to three Ministers of the Crown - voting
- Up to three mana whenua representatives from the Auckland Mana Whenua Kaitiaki Forum - voting
- An Auckland Council Governing Body representative and a Franklin Local Board representative⁴ - voting
- Additional Ministers and Auckland local government elected members if and when relevant and required

General

The standing membership of the Future Proof Implementation Committee for Future Proof specific matters shall be limited to 14 members (including the Independent Chairperson), but with the power to co-opt up to a maximum of four additional non-voting members where required to ensure effective planning and implementation. In accordance with Clause 30A of Schedule 7 to the Local Government Act 2002, the quorum at a meeting of the Committee shall be 7 voting members.

³ All decisions on funding made by the NZTA will be independent of its role on the Hamilton to Auckland Corridor Steering Group and in compliance with the requirements of the Land Transport Management Act 2003.

⁴ Auckland Council participation in the Future Proof Implementation Committee for Hamilton to Auckland Corridor matters is limited to growth management issues relating to central government's Urban Growth Agenda; cross-boundary issues; specific project initiatives relevant to Auckland and any other matters that Auckland Council wishes to specifically table with the authorisation of the Independent Chairperson.

The standing membership of the Future Proof Implementation Committee for the Hamilton to Auckland Corridor component shall be limited to 22 members (including the Independent Chairperson), but with the power to co-opt up to a maximum of four additional non-voting members where required to ensure effective planning and implementation. In accordance with Clause 30A of Schedule 7 to the Local Government Act 2002, the quorum at a meeting of the Committee shall be 11 voting members.

Voting member organisations may appoint one alternate representative with full speaking rights and voting capacity who may attend meetings in place of any one of the appointed representatives. Non-voting member organisations may send alternates, who shall have speaking rights, however these do not need to be appointed.

Other representatives of voting and non-voting organisations are permitted to attend meetings of the Committee; however attendance at any public excluded session shall only be permitted with the prior approval of the Chairperson. Likewise, speaking rights of other representatives at Committee meetings (whether in public session or not) shall only be granted with the prior approval of the Chairperson.

Meeting Frequency

Bi-monthly, or as necessary and determined by the Independent Chairperson.

Notification of meetings and the publication of agendas and reports shall be conducted in accordance with the requirements of Part 7 of the Local Government Official Information and Meetings Act 1987, and will be undertaken by the agreed administration authority.

Delegations

The Future Proof Implementation Committee is delegated the following functions in support of its overall purpose:

Future Proof

- Providing leadership on growth management and spatial planning in the sub-region.
- Overseeing the implementation of the Future Proof Strategy and undertaking any reviews or updates of the Strategy, including adopting any draft strategies for public consultation.
- Taking responsibility for progressing those actions specifically allocated to the “Future Proof Implementation Committee” in the strategy and making sure the implementation does occur.
- Monitoring the Future Proof Strategy and ensuring a joined up approach to implementation, this includes monitoring and reporting progress against milestones.
- Reviewing and recommending adjustments to the strategy if circumstances change.
- Addressing cross-boundary matters within the Future Proof sub-region, as well as with other neighbouring regions that are consistent with the agreed settlement pattern.
- Approving submissions to Local Authorities, Central Government and other agencies on Future Proof related matters.
- Identifying and resolving any consultation inconsistencies between the Future Proof Strategy and subsequent public consultation processes of the partner Councils.

- Facilitating consultation with the community.
- Implementing the Memorandum of Understanding to provide and maintain partnership relationships.
- Champion integration and implementation through partner strategies, programmes, plans and policy instruments and through partnerships with other sectors such as health, education and business.
- Advocating to Central Government and other organisations on relevant Future Proof growth management matters.
- Selecting and appointing an Independent Chairperson and a Deputy Chairperson.

Hamilton to Auckland Corridor

- Overseeing the development and implementation of the Hamilton to Auckland Corridor Plan and associated work streams, including adopting any drafts for public consultation.
- Ensuring organisation systems and resources support implementation of the Hamilton to Auckland Corridor Plan.
- Addressing cross-boundary matters between Auckland and the Waikato, and within the Future Proof sub-region, as well as with other neighbouring regions.
- Monitoring the implementation of the Hamilton to Auckland Corridor Plan and associated work streams.
- Reviewing and recommending changes to the Hamilton to Auckland Corridor Plan if circumstances change.
- Ensuring alignment with existing council plans, strategies and policies, and with existing evidence, for example around climate impacts and emissions.
- Ensuring alignment with initiatives already underway such as the Crown and Auckland Council Joint Programme of Work on Auckland Housing and Urban Growth.
- Facilitating consultation with the partners and the wider community where relevant.

Central Government and Auckland Council's participation in the Future Proof Implementation Committee does not constitute endorsement of initiatives in any way, and all financial, policy and other decisions still need to be approved by Central Government, Auckland Council or any Auckland Council-controlled organisation boards.

Variation of this Agreement

This agreement may be varied from time to time, but only with the endorsement of the Future Proof Implementation Committee.

Execution

Hamilton City Council by:

Mayor

Dated

Waikato District Council by:

Mayor

Dated

Waipa District Council by:

Mayor

Dated

Waikato Regional Council by:

Chairperson

Dated

Matamata-Piako District Council by:

Dated

Waikato Tāngata Whenua by:

Dated

Auckland Council by:

Dated

Central Government by:

Dated

Mana Whenua Kaitiaki Forum by:

Dated

Appendix 1: Future Proof Implementation Committee Terms of Reference⁵

Future Proof Implementation Committee (FPIC) – Future Proof Specific

Purpose: Pursuant to Section Clause 30 Schedule 7 of Government Act 2002, a joint Committee of Hamilton City Council, Waikato District Council, Waipa District Council, Waikato Regional Council, Matamata-Piako District Council and tāngata whenua be retained to implement the Future Proof Strategy and Implementation Plan.

Delegations: The Future Proof Implementation Committee be delegated authority to progress and implement the Future Proof Strategy in accordance with the following functions:

- Providing leadership on growth management and spatial planning in the sub-region.
 - Overseeing the implementation of the Future Proof Strategy and undertaking any reviews or updates of the Strategy, including adopting any draft strategies for public consultation.
 - Taking responsibility for progressing those actions specifically allocated to the “Future Proof Implementation Committee” in the strategy and making sure the implementation does occur.
 - Monitoring the Future Proof Strategy and ensuring a joined-up approach to implementation, this includes monitoring and reporting progress against milestones.
 - Reviewing and recommending adjustments to the strategy if circumstances change.
 - Addressing cross-boundary matters within the Future Proof sub-region, as well as with other neighbouring regions that are consistent with the agreed settlement patterns.
 - Approving submissions to Local Authorities, Central Government and other agencies on Future Proof related matters.
 - Identifying and resolving any consultation inconsistencies between the Future Proof Strategy and subsequent public consultation processes of the partner Councils.
-

⁵ These Terms of Reference replace those contained in Section 10.2.2 of the Future Proof Strategy.

-
- Facilitating consultation with the community.
 - Implementing the Memorandum of Understanding to provide and maintain partnership relationships.
 - Champion integration and implementation through partner strategies, programmes, plans and policy instruments and through partnerships with other sectors such as health, education and business.
 - Advocating to Central Government and other organisations on relevant Future Proof growth management matters.
 - Selecting and appointing an Independent Chairperson and a Deputy Chairperson.
-

Membership:

That representation be comprised of:

- Two elected member representatives as appointed by the contributing authorities, including the Mayors and Regional Council Chairperson
- Three representatives to be nominated by Waikato tāngata whenua – one from the Tainui Waka Alliance, one from Waikato-Tainui and one from Nga Karu Atua o te Waka
- That an Independent Chairperson, to be appointed by the Committee, chair the Committee.

That the standing membership be limited to 14 members, but with the power to co-opt up to a maximum of four additional non-voting members where required to ensure the effective development and implementation of the Future Proof Strategy.

That the NZTA be represented through its Director of Regional Relationships as an observer with speaking rights but in a non-voting capacity.

That the Waikato DHB be represented by a person to be nominated by the Board, as an observer with speaking rights but in a non-voting capacity.

Meeting frequency:

Bi-monthly, or as necessary and determined by the Independent Chairperson.

Purpose: Pursuant to Section Clause 30 Schedule 7 of Government Act 2002, an expanded Future Proof Implementation Committee which includes Auckland Council, Central Government and representatives of the Auckland Mana Whenua Kaitiaki Forum to progress and implement the Hamilton to Auckland Corridor Plan.

Delegations: The expanded Future Proof Implementation Committee be delegated authority to progress and implement the Hamilton to Auckland Corridor Plan and associated work streams in accordance with the following functions:

- Overseeing the development and implementation of the Hamilton to Auckland Corridor Plan and associated work streams, including adopting any drafts for public consultation.
- Ensuring organisation systems and resources support implementation of the Hamilton to Auckland Corridor Plan.
- Addressing cross-boundary matters between Auckland and the Waikato, and within the Future Proof sub-region, as well as with other neighbouring regions.
- Monitoring the implementation of the Hamilton to Auckland Corridor Plan and associated work streams.
- Reviewing and recommending changes to the Hamilton to Auckland Corridor Plan if circumstances change.
- Ensuring alignment with existing council plans, strategies and policies, and with existing evidence, for example around climate impacts and emissions.
- Ensuring alignment with initiatives already underway such as the Crown and Auckland Council Joint Programme of Work on Auckland Housing and Urban Growth.
- Facilitating consultation with the partners and the wider community where relevant.
- Facilitating consultation with the partners and the wider community where relevant.

Membership: For Hamilton to Auckland Corridor matters, the Future Proof Implementation Committee will be expanded to include:

- Up to three Ministers of the Crown - voting
 - Up to three mana whenua representatives from the Auckland
-

Mana Whenua Kaitiaki Forum - voting

- An Auckland Council Governing Body representative and a Franklin Local Board representative⁶ - voting
- Additional Ministers and Auckland local government elected members if and when relevant and required

That the standing membership be limited to 22 members, but with the power to co-opt up to a maximum of four additional non-voting members where required to ensure effective planning and implementation.

Meeting frequency: Bi-monthly, or as necessary and determined by the Independent Chairperson.

⁶ Auckland Council participation in the Future Proof Implementation Committee for Hamilton to Auckland Corridor matters is limited to growth management issues relating to central government's Urban Growth Agenda; cross-boundary issues; specific project initiatives relevant to Auckland and any other matters that Auckland Council wishes to specifically table with the authorisation of the Independent Chairperson.

Open Meeting

To	Waikato District Council
From	Gavin Ion Chief Executive
Date	1 August 2019
Prepared by	Lynette Wainwright Committee Secretary
Chief Executive Approved	Y
Reference #	GOV1301
Report Title	Delegate Report of Local Government New Zealand Conference

1. EXECUTIVE SUMMARY

His Worship the Mayor and Councillors Fulton, Patterson and Thomson attended the Local Government New Zealand Conference in July 2019. Cr Fulton's delegate report is attached for elected members' information.

2. RECOMMENDATION

THAT the Delegate Report on the 2019 Local Government New Zealand Conference be received.

3. ATTACHMENTS

Report on 2019 Local Government New Zealand Conference

Report on Local Government New Zealand Conference

Wellington July 2019

Riding the Localism Wave

“Putting communities in charge”.

“Riding the Localism Wave” conference theme certainly was addressed by the conference and the guest presenters but, on balance, the theme did not become an all-encompassing and dominating topic. The conference attracted a very high calibre of presenters delivering clear, constructive messages.

The Annual General Meeting was attended by the Mayor and the Deputy Mayor. While the formal processes are very straight forward, the AGM was presented with a large number of remits (24) to be debated. Mayor Alan and I are of the view that the pre-screening of these remits based against the qualifying requirements to be accepted as a remit had been very liberally applied. This did reflect in that there was very little interest shown to a large number of the remits. They were simply processed through a brief proposal, seconded with no additional speakers and proceeding directly to a vote. A contentious remit that would have required legislative change to enable a Mayor to appoint their Deputy Mayor without challenge (as applies in Auckland) was soundly defeated.

Dave Cull, President of LGNZ, is standing down in October from the Mayoralty of Dunedin city and will not be seeking any other political position on Council. He will remain in the position as LGNZ President to complete his appointed three year term ending in 2020.

The Government’s address by the Prime Minister Jacinda Ardern at the opening of the conference focused on the relationships with LGNZ and working together. Links were made to the Government’s Wellbeing budget and working closely with communities.

Notable was a very generic address delivered by the minister for Local Government, Hon Nanaia Mahuta. Apart from suggesting that more conversations were needed to be had with Local Government, there was no indication of the Government’s thinking on issues such as the three waters or any other developing policy.

The National Party spokesperson, Hon Jacqui Dean, did acknowledge that the four wellbeings are entrenched back into local government and she supported their embedment.

Phil O’Reilly managing director of Iron Duke Partners and former CEO of BusinessNZ gave an inspiring address on incentivising communities to take a more proactive approach to local development. He spoke of his own local and business involvements in Wellington.

A new format and great improvement was introduced to this year’s conference. It was the replacement for the usual “Workshops” to “Walkshops.” Delegates connected with coaches and went to various venues aligned with the four wellbeings. The Cultural Wellbeing group went to the Wellington museum, Economic Wellbeing to the Creative HQ, Environmental Wellbeing to Zealandia Bird and Wildlife Sanctuary. The Social Wellbeing addressed housing affordability, with a visit to a new compact housing development.

Natalie Palmer, former Waipa District Council communicator and engagement manager (now employed with Hamilton City Council) presented on Waipa's 2018 Excellence Award winning program *Out of the Shadows: Bringing Waipa's heritage to life*.

This presentation spoke about raising awareness and community support for a greater investment in our community, culture and natural heritage. Waipa District Council engaged their people and their communities in the telling of the story of the 1863-65 Land Wars. Part of the programme involved guided bus tours visiting their significant battle sites at Pirongia, through to Orakau. They were overwhelmed by the public response.

This is something I believe our Council should have the courage to pick up and engage with our communities in a similar way in, telling the Land Wars story.

Conclusion

A noted conference theme, mentioned by several speakers was for a pre-engagement approach. Airing and talking publicly about any proposals or directions that the Council might like to take very early in the process. This involves the Council' speaking first to communities, seeking responses and reaction before engaging the Councillors in a workshop process that develops the formal consultation document.

Our Council's delegates did reflect on where we saw ourselves as Waikato District Council on this topic. The feeling that we came away with from the conference, was that, as a Council, we are in a very good space and very much participating in line with the 'pre-engagement theme' in how we are doing things. The Blueprint process is an example of this.

The 2020 LGNZ Conference will be held in Blenheim.

Councillor Dynes Fulton

Open Meeting

To	Waikato District Council
From	Gavin Ion Chief Executive
Date	1 August 2019
Prepared by	Brendan Stringer Democracy Manager
Chief Executive Approved	Y
Reference	GOV1301
Report Title	Exclusion of the Public

I. EXECUTIVE SUMMARY

To exclude the public from the whole or part of the proceedings of the meeting to enable Council to deliberate and make decisions in private on public excluded items.

2. RECOMMENDATION

THAT the report of the Chief Executive be received;

AND THAT the public be excluded from the meeting to enable Council to deliberate and make decisions on the following items of business:

Confirmation of Council minutes dated 17 July 2019

Receipt of Minutes:

- **Waters Governance Board – 25 June 2019**

REPORTS

Waikato Regional Airport Limited Major Transaction

The general subject of the matter to be considered while the public is excluded, the reason, and the specific grounds under section 48(1) of the Local Government Official Information and Meetings Act 1987 are as follows:

Reason for passing this resolution to withhold exists under: **Ground(s) under section 48(1) for the passing of this resolution is:**

Section 7(2)(b)(ii),(i)

Section 48(1)(a)

a. Chief Executive's Issues

The general subject of the matter to be considered while the public is excluded, the reason, and the specific grounds under section 48(1) of the Local Government Official Information and Meetings Act 1987 are as follows:

Reason for passing this resolution to withhold exists under: Ground(s) under section 48(1) for the passing of this resolution is:

Section 7(2)(g),(h),(i),(j)

Section 48(1)(a)

b. Mayoral Issues

The general subject of the matter to be considered while the public is excluded, the reason, and the specific grounds under section 48(1) of the Local Government Official Information and Meetings Act 1987 are as follows:

Reason for passing this resolution to withhold exists under: Ground(s) under section 48(1) for the passing of this resolution is:

Section 7(2)(g),(h),(i),(j)

Section 48(1)(a)

3. ATTACHMENTS

Nil