



AGENDA

Ordinary meeting of the

Community Services Committee

**Thursday 7 July 2016
Commencing at 9.00am
Council Chamber
Civic House
110 Trafalgar Street, Nelson**

Membership: Councillor Pete Rainey (Chairperson), Her Worship the Mayor Rachel Reese, Councillors Ruth Copeland, Matt Lawrey, Paul Matheson, Gaile Noonan (Deputy Chairperson), Tim Skinner and Mike Ward

Guidelines for councillors attending the meeting, who are not members of the Committee, as set out in Standing Orders:

- All councillors, whether or not they are members of the Committee, may attend Committee meetings (SO 2.12.2)
- At the discretion of the Chair, councillors who are not Committee members may speak, or ask questions about a matter.
- Only Committee members may vote on any matter before the Committee (SO 3.14.1)

It is good practice for both Committee members and non-Committee members to declare any interests in items on the agenda. They should withdraw from the room for discussion and voting on any of these items.

1. Apologies

Nil

2. Confirmation of Order of Business**3. Interests**

3.1 Updates to the Interests Register

3.2 Identify any conflicts of interest in the agenda

4. Public Forum**5. Confirmation of Minutes**

5.1 26 May 2016

8 - 15

Document number M1907

Recommendation

THAT the minutes of the meeting of the Community Services Committee, held on 26 May 2016, be confirmed as a true and correct record.

6. Status Report - Community Services Committee - 7 July 2016**16 - 19**

Document number R6141

Recommendation

THAT the Status Report Community Services Committee 7 July 2016 (R6141) and its attachment (A1157454) be received.

7. Chairperson's Report

ARTS, FESTIVALS AND EVENTS

8. Arts Fund - Approval of Waka Landing Site Concept 20 - 23

Document number R5322

Recommendation

THAT the report Arts Fund - Approval of Waka Landing Site Concept (R5322) be received;

AND THAT the 'Taurapa' concept for artwork at the waka landing site is approved for further development;

AND THAT the artwork is commissioned subject to successful resource and building consent applications and approval of the budget and final concept plans by Council's Art Selection Panel.

RECREATION AND LEISURE

9. Bishopdale Easement for Purposes of Electricity Supply 24 - 29

Document number R6072

Recommendation

Receive the report Bishopdale Easement for Purposes of Electricity Supply (R6072) and its attachment (A1564516).

Recommendation to Council

Grants the easement in gross, in favour of Network Tasman Limited, shown as area "A" and "B" on Title Plan LT 499221;

That the easement be consented to under section 48(1) (d) of the Reserves Act 1977, acting pursuant to a delegation from the Minister of Conservation;

Meets all legal costs associated with the easement.

10. Management of Waahi Taakaro Golf Course

30 - 57

Document number R4513

Recommendation

THAT the report Management of Waahi Taakaro Golf Course (R4513) and its attachment (A1487496) be received;

AND THAT it be noted that consultation will be carried out on the proposed fee and concession structure outlined in report R4513 and its attachment (A1487496);

AND THAT it be noted for budgeting purposes that the user recovery charges for the Waahi Taakaro Golf Course will be set at 50-60% of operating costs.

Recommendation to Council

AND THAT the Memorandum of Understanding between Council and the Waahi Taakaro Golf Club (A1487496) be approved in principle for signing, subject to confirmation of the fee and concession structure.

REPORTS FROM COMMITTEES

11. Youth Council Update

Youth Councillors Jordan Lankshear and Mamata Dahal will provide an update on Youth Council activities.

12. Nelson Youth Council - 13 May 2016

58 - 62

Document number M1885

Recommendation

THAT the minutes of a meeting of the Nelson Youth Council, held on 13 May 2016, be received.

PUBLIC EXCLUDED BUSINESS

13. Exclusion of the Public

Recommendation

THAT the public be excluded from the following parts of the proceedings of this meeting.

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

Item	General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Particular interests protected (where applicable)
1	Community Services Committee Meeting - Public Excluded Minutes - 26 May 2016	Section 48(1)(a) The public conduct of this matter would be likely to result in disclosure of information for which good reason exists under section 7.	The withholding of the information is necessary: <ul style="list-style-type: none"> Section 7(2)(i) To enable the local authority to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).
2	Status Report - Community Services Committee - 7 July 2016	Section 48(1)(a) The public conduct of this matter would be likely to result in disclosure of information for which good reason exists under section 7	The withholding of the information is necessary: <ul style="list-style-type: none"> Section 7(2)(i) To enable the local authority to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)
3	Community Leases - Bowls Tahunanui	Section 48(1)(a) The public conduct of this matter would be likely to result in disclosure of information for which good reason exists under section 7	The withholding of the information is necessary: <ul style="list-style-type: none"> Section 7(2)(i) To enable the local authority to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)

14. Re-admittance of the public

Recommendation

THAT the public be re-admitted to the meeting.

Note:

- **Youth Councillors Jordan Lankshear and Mamata Dahal will be in attendance at this meeting.**

Minutes of a meeting of the Community Services Committee

**Held in the Council Chamber, Civic House, 110 Trafalgar Street,
Nelson**

On Thursday 26 May 2016, commencing at 9.03am

Present: Councillor P Rainey (Chairperson), Her Worship the Mayor R Reese, Councillors M Lawrey, P Matheson, G Noonan (Deputy Chairperson), T Skinner and M Ward

In Attendance: Councillors I Barker, K Fulton and B McGurk, Chief Executive (C Hadley), Group Manager Community Services (C Ward), Manager Communications (P Shattock), Manager Administration (P Langley), Administration Adviser (S Burgess), and Youth Councillors (K Phipps and A James)

1. Apologies

There were no apologies.

2. Confirmation of Order of Business

There was no change to the order of business.

3. Interests

There were no updates to the Interests Register, and no interests with items on the agenda were declared.

4. Public Forum

4.1 Friends of the Glen

Bernard Downey, Merin Burdon, Bob Burdon and Nicole Gooley spoke to the Committee about the history of the Glen Playground land and the development of the Playground. They thanked Council and its officers for the support and funding for the Playground. A PowerPoint presentation was given (A1555358) which showed photos of the Playground's development.

Mr Downey and Ms Gooley raised concerns about ditch drainage at The Glen, and provided detail of overflows onto properties.

On behalf of Council, the Chairperson thanked the Glen Playgroup and Friends of the Glen for their efforts regarding the Glen Playground.

Attachments

- 1 A1555358 - Friends of the Glen - Glen Playground Presentation

4.2 Nelson Multicultural Council

Barbara Bedeschi and Soheil Ighani gave a PowerPoint presentation (A1554792) and provided a handout (A1554788) on the Nelson Multicultural Council (NMC).

Ms Bedeschi spoke about the purpose and history of the NMC and the challenges it faced with the recent reduction in funding and staff. She emphasised the NMC's function of being a gateway organisation for migrants and refugees when they move to Nelson.

Ms Bedeschi said the NMC wished to start dialogue with Council to discuss collaboration, joint initiatives, connections and long term planning, for the benefit of both the community and Council. She spoke about the dream to create a migrant hub for ideas, business, leadership and diversity.

In response to questions, Ms Bedeschi advised that the NMC had enough funding to pay their coordinator for a further six months, and would likely be closed in eight months if further funding could not be arranged. She said the NMC would need \$145,000 per annum to provide an appropriate level of service.

In response to further questions Ms Bedeschi explained the welcome centre on Bridge Street had been moved to the second storey to save money. She said the NMC needed skilled people to join its Board, as well as funding for analysis of the situation with regards to migrants and refugees.

Attachments

- 1 A1554788 - Nelson Multicultural Council Handout
- 2 A1554792 - Nelson Multicultural Council PowerPoint

5. Confirmation of Minutes

5.1 14 April 2016

Document number M1830, agenda pages 8 - 14 refer.

Resolved CS/2016/024

THAT the minutes of the meeting of the Community Services Committee, held on 14 April 2016, be confirmed as a true and correct record.

Ward/Matheson

Carried

6. **Status Report - Community Services Committee - 26 May 2016**

Document number R5933, agenda pages 15 - 18 refer.

In response to a question, Group Manager Community Services, Chris Ward, provided further detail on the progress of the successful Arts Fund concepts.

Resolved CS/2016/027

THAT the Status Report Community Services Committee 26 May 2016 (R5933) and its attachment (A1157454) be received.

Skinner/Noonan

Carried

7. **Chairperson's Report**

The Chairperson gave an update on meetings regarding the draft Marina Strategy, highlighting that some common feedback had been received. He also spoke about continued work with the BMX Club at Saxton Field.

The Chairperson advised that the Youth and Community Facilities Trust had ceased operations, and thanked the Trust on behalf of Council for its work in the community.

RECREATION AND LEISURE

8. **Stoke Community and Sports Facility - Fees and Charges**

Document number R5724, agenda pages 19 - 25 refer.

Manager Operations and Asset Management, Peter Anderson, and Major Projects Engineer, Darryl Olverson, presented the report. An update to the Community Centre Hire fees was tabled (A1556888).

It was noted that the heading in the main hall fees table 'Meeting Non-Commercial/Cultural' would be adjusted for greater clarity.

In response to a question, Group Manager Community Services, Chris Ward, advised that the proposed fees were similar to those charged by other facilities which were well used.

Resolved CS/2016/028

THAT the report Stoke Community and Sports Facility - Fees and Charges (R5724) and its attachment (A1546950) be received;

Lawrey/Ward

Carried

Resolved CS/2016/029

AND THAT the amended Stoke Community and Sports Facility Fees and Charges as per Attachment 1 (A1546950) of Report R5724 be approved for 2016/17.

Matheson/Ward

Carried

Attachments

- 1 A1556888 - Stoke Community and Sports Facility Updated Main Hall fees

COMMUNITY DEVELOPMENT

9. Funding Reallocation for Youth Activities in 2016/17

Document number R5897, agenda pages 26 - 29 refer.

Manager Community Partnerships, Shanine Hermsen, presented the report.

Resolved CS/2016/030

THAT the report Funding Reallocation for Youth Activities in 2016/17(R5897) be received.

Rainey/Lawrey

Carried

In response to questions, Ms Hermsen explained that Council funding for the Youth and Community Facilities Trust (YCT) had previously been for youth recreation activities and the manager's salary. She added the YCT also received community investment funding and provided a range of other services.

Concerns were raised about gaps in service that may result from the YCT ceasing operations.

In response to a question, Group Manager Community Services, Chris Ward, advised that emergency housing was primarily an issue for central government. He added that the YCT had focussed on wraparound support for youth with emergency housing needs.

In response to a question, Ms Hermsen advised that a Youth Strategy would enable Council to go into more detail about planning for youth, as opposed to the high-level vision information in Council's Social Wellbeing Policy.

Councillor Ward, seconded by Councillor Noonan, moved a motion:

THAT the \$100,000 allocated to the Youth and Community Facilities Trust in the 2016/17 draft Annual Plan be reallocated to youth activities for 2016/17 only, in alignment with Community Investment Fund processes;

AND THAT the funding be allocated in line with the Youth section of Council's Social Wellbeing Policy 2011 and the Community Assistance Policy 2015 with consideration given to resulting gaps in the services provided by Youth and Community Facilities Trust;

AND THAT Council engages with stakeholders in the youth sector to develop a Youth Strategy to guide future Council support for youth development and activities.

The Committee discussed the motion, with some concerned the reference to gaps in services provided by the YCT would limit the allocation of funding.

Attendance: The meeting adjourned from 10.19am to 10.24am.

The efforts of the trustees of the YCT and the Chairperson of the Community Services Committee were acknowledged.

Recommendation to Council CS/2016/031

THAT the \$100,000 allocated to the Youth and Community Facilities Trust in the 2016/17 draft Annual Plan be reallocated to youth activities for 2016/17 only, in alignment with Community Investment Fund processes;

AND THAT the funding be allocated in line with the Youth section of Council's Social Wellbeing Policy 2011 and the Community Assistance Policy 2015 with consideration given to resulting gaps in the services provided by Youth and Community Facilities Trust;

AND THAT Council engages with stakeholders in the youth sector to develop a Youth Strategy to guide future Council support for youth development and activities.

Ward/Noonan

Carried

REPORTS FROM COMMITTEES

10. Nelson Youth Council Update

Document number R5931, agenda pages 30 - 40 refer.

Nelson Youth Councillors, Alana James and Keegan Phipps, spoke about the recent Rockquest event, initiatives in youth employment, the youth councillors' plan of action, and how the Nelson Youth Council was shown as a model example of a youth council at the recent Aotearoa Youth Declaration conference.

11. Youth Council Minutes - 22 March 2016

Resolved CS/2016/032

THAT the minutes of a meeting of the Nelson Youth Council, held on 22 March 2016, be received.

Rainey/Lawrey

Carried

12. Youth Council Minutes - 13 April 2016

Resolved CS/2016/033

THAT the minutes of a meeting of the Nelson Youth Council, held on 13 April 2016, be received.

Rainey/Skinner

Carried

Attendance: Councillor Ward left the meeting at 10.33am.

13. Community Investment Funding Panel - 15 April 2016

Resolved CS/2016/034

THAT the unconfirmed minutes of a meeting of the Community Investment Funding Panel, held on 15 April 2016, be received.

Rainey/Ward

Carried

14. Exclusion of the Public

Attendance: Councillor Ward returned to the meeting at 10.37am.

Resolved CS/2016/035

THAT the public be excluded from the following parts of the proceedings of this meeting.

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

Noonan/Matheson

Carried

Item	General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Particular interests protected (where applicable)
1	Community Services Committee Meeting - Public Excluded Minutes - 14 April 2016	Section 48(1)(a) The public conduct of this matter would be likely to result in disclosure of information for which good reason exists under section 7.	The withholding of the information is necessary: <ul style="list-style-type: none"> • Section 7(2)(a) To protect the privacy of natural persons, including that of a deceased person.
2	Status Report - Community Services Committee - 26 May 2016	Section 48(1)(a) The public conduct of this matter would be likely to result in disclosure of information for which good reason exists under section 7	The withholding of the information is necessary: <ul style="list-style-type: none"> • Section 7(2)(i) To enable the local authority to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)
3	Stoke Community and Sports Facility - User Agreements	Section 48(1)(a) The public conduct of this matter would be likely to result in disclosure of information for which good reason exists under section 7	The withholding of the information is necessary: <ul style="list-style-type: none"> • Section 7(2)(i) To enable the local authority to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)
4	Community lease - Get Moving, Saxton Field	Section 48(1)(a) The public conduct of this matter would be likely to result in disclosure of information for which	The withholding of the information is necessary: <ul style="list-style-type: none"> • Section 7(2)(i) To enable the local authority to carry on, without prejudice or disadvantage,

Item	General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Particular interests protected (where applicable)
		good reason exists under section 7	negotiations (including commercial and industrial negotiations)
5	Community lease - Tahunanui Community Centre	Section 48(1)(a) The public conduct of this matter would be likely to result in disclosure of information for which good reason exists under section 7	The withholding of the information is necessary: <ul style="list-style-type: none"> • Section 7(2)(i) To enable the local authority to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)

The meeting went into public excluded session at 10.37am and resumed in public session at 12.01pm, during which time Her Worship the Mayor left the meeting.

15. Re-admittance of the Public

Resolved CS/2016/036

THAT the public be re-admitted to the meeting.

Rainey/Skinner

Carried

There being no further business the meeting ended at 12.01pm.

Confirmed as a correct record of proceedings:

_____ Chairperson _____ Date

REPORT R6141

Status Report - Community Services Committee - 7 July 2016

1. Purpose of Report

- 1.1 To provide an update on the status of actions requested and pending.

2. Recommendation

THAT the Status Report Community Services Committee 7 July 2016 (R6141) and its attachment (A1157454) be received.

Shailey Burgess
Administration Adviser

Attachments

Attachment 1: A1157454 - Status Report - Community Services Committee

Outstanding Actions

Status Report - Community Services Committee – 7 July 2016

MEETING DATE	SUBJECT	MOTION	RESPONSIBLE OFFICER	COMMENTS
20 November 2014	Tahuna Beach Camp Incorporated Annual Report (referred from Council)	Resolved CS/2014/010 <u>THAT</u> Council commission an external review of its three campgrounds, to understand their financial trends, and to assist in establishing a strategic direction for these properties.	Chris Ward	Council workshop held on 8 March. Further financial modelling being undertaken, including valuations of Tahuna Camp and Brook Camp in order to inform a report being drafted for the Committee meeting on August 18. Ongoing
26 February 2015	Matai/Mahitahi Walkway - Request for Name Change	Resolved CS/2015/007 <u>AND THAT</u> an interpretation panel is installed at a suitable location funded by the Nelson 2000 Trust.	Andrew Petheram	No further correspondence has been received from the RSA. Ongoing
02 July 2015	Stoke Community and Sports Facility	Resolved CS/2015/017 <u>AND THAT</u> it be noted that a report detailing options for the management of the facility is still to be undertaken and will be reported back to a future Community Services Committee;	Alec Louverdis	Officers are undertaking a comprehensive Section 17A relating to management of Council's facilities, specifically looking at packing all venues into one management contract. Ongoing

Outstanding Actions

Status Report - Community Services Committee – 7 July 2016

MEETING DATE	SUBJECT	MOTION	RESPONSIBLE OFFICER	COMMENTS
02 July 2015	Fees and Charges - Community Facilities (Cont.)	<p>Resolved CS/2015/021</p> <p><u>THAT</u> the proposed charges be approved effective 3 August 2015;</p> <p><u>AND THAT</u> it be noted that the charging regime for the Golf course will be brought to a future Community Services Committee meeting;</p> <p><u>AND THAT</u> it be noted that the charging regime for the Trafalgar Centre, Trafalgar Park, and Saxton Oval will be brought to a future Community Services Committee meeting;</p> <p><u>AND THAT</u> negotiations be carried out with beehive operators on the charging regime and brought back to a future Community Services Committee meeting.</p>	Chris Ward	<p>Draft MoU is on this agenda, with a proposed change to the fee structure to be consulted on.</p> <p>Further work being carried out to understand Trafalgar Centre booking configurations and costs for Trafalgar Park. This will be presented at 18 August meeting.</p> <p>Ongoing</p>

Outstanding Actions

Status Report - Community Services Committee – 7 July 2016

MEETING DATE	SUBJECT	MOTION	RESPONSIBLE OFFICER	COMMENTS
14 April 2016	Community Services Fees and Charges	<p>Resolved CS/2016/020</p> <p><u>THAT</u> the report Community Services Fees and Charges (R4753) and its attachment (A1507700) be received;</p> <p><u>AND THAT</u> the proposed fees and charges as detailed in attachment 1 (A1507700) of Report R4735 be approved effective 1 July 2016;</p> <p><u>AND THAT</u> minor corrections be undertaken as outlined through the meeting and these be communicated back via the Councillors' newsletter;</p> <p><u>AND THAT</u> it be noted that the charging regime for the Golf Course will be brought to a future Committee meeting;</p> <p><u>AND THAT</u> it be noted that the charging regime for the Trafalgar Centre will be brought to a future Committee meeting;</p> <p><u>AND THAT</u> it be noted that the charging regime for Nelson Public Libraries will be brought to a future Committee meeting.</p>	Peter Anderson	<p>Fees and Charges for Golf Course, Trafalgar Centre and Nelson Public Libraries will be prepared in due course and brought to future committee meetings.</p> <p>Ongoing</p>

Arts Fund - Approval of Waka Landing Site Concept

1. Purpose of Report

- 1.1 To approve the artwork concept for further development and commission from the Arts Fund for the waka landing site.

2. Delegations

- 2.1 The Community Services Committee has delegated responsibility for the Arts Strategy and Arts Policy from which the Arts Fund arises, and the power to approve projects within this area of responsibility.

3. Recommendation

THAT the report Arts Fund - Approval of Waka Landing Site Concept (R5322) be received;

AND THAT the 'Taurapa' concept for artwork at the waka landing site is approved for further development;

AND THAT the artwork is commissioned subject to successful resource and building consent applications and approval of the budget and final concept plans by Council's Art Selection Panel.

4. Background

- 4.1 On 7 August 2014 Council resolved:

AND THAT the Mayor and Chair of Community Services Committee approve a shortlist of sites, to be developed in consultation with Arts Council Nelson, that the Arts Fund can be applied to in 2014/15;

AND THAT the nature of the projects be reported back to the Community Services Committee for approval before the artworks are finally commissioned;

AND THAT Council's Arts Selection Panel be involved in any selection of artworks that is required.

5. Discussion

The site

- 5.1 The waka landing site is an artwork location site previously approved by the Mayor and Chair Community Services Committee.
- 5.2 The location is on the bank of the Maitai River near the Trafalgar Centre. It is a site both of significance to Maori and a prominent location for public art. The artwork would be visible by pedestrians on the bridge over the Maitai on State Highway 6.

Concept selection process

- 5.3 Due to the waka landing site location being significant to Maori, the Arts Selection Panel ensured that a specific Brief be prepared for this site and circulated to Iwi before going out for requests for proposals from Artists.
- 5.4 There were 23 proposals received and the Arts Selection Panel assessed these using criteria based on strategies and objectives from Council's Arts Policy which included the following:
 - The relationship to Nelson's sense of place;
 - Reflection of Iwi values and fit with existing and planned land use;
 - The artistic merit of the proposal;
 - To ensure work is suitable as public art and its appeal and meaning are accessible to the general public;
 - The relevance to the site;
 - Regard for natural values and manmade features within the environment chosen;
 - Health and Safety considerations;
 - The feasibility of the proposal to be completed within time and budget.
- 5.5 Six of the proposals were shortlisted and presented to Iwi for feedback. The results of this process determined that the preferred artwork proposal by Iwi was '*Taurapa*'.
- 5.6 The Arts Selection Panel, having considered feedback from Iwi and having assessed the proposals against the criteria above, recommend that Council approves the '*Taurapa*' proposal for further development.

Final concept development

- 5.7 The next step is for the artist to develop the final concept and obtain resource and building consents and submit a final budget to construct and install the artwork.
- 5.8 The artist would also take on Iwi and Council guidance with all aspects of the project to meet cultural and practical needs including health and safety and maintenance of the artwork.

The concept

- 5.9 The concept of '*Taurapa*' represents the stern post of a Waka. The proposal and design aspects behind the concept will be available at the Community Services Committee meeting on 7 July 2016.
- 5.10 The footprint of the artwork does not interfere with the use of the land for waka landing at the site.

6. Options

- 6.1 Council could decide not to approve the '*Taurapa*' concept but this is not recommended, given that the concept has support from Iwi. This would also delay the process of having a new artwork installed at the waka landing site.
- 6.2 The recommendation is for Council to approve the '*Taurapa*' concept so that the process for the development and installation of the artwork can commence. This would be subject to approval of relevant resource and building consents. Council has allocated \$75,000 per annum in the Long Term Plan to fund public artworks and sufficient funding is available to complete this artwork from the fund, subject to Arts Selection Panel approval of the final budget.

7. Alignment with relevant Council policy

- 7.1 The recommendations in this report are consistent with Council's Arts Strategy and Arts Policy and are in accordance with the Community Services Committee resolution to approve the nature of projects before artworks are commissioned.

8. Assessment of Significance against the Council's Significance and Engagement Policy

- 8.1 This is a decision of low significance in terms of Council's Significance and Engagement Policy.

9. Consultation

- 9.1 Due to the significance of the site, Iwi have had significant input into the selection of the recommended artwork proposal.

10. Inclusion of Māori in the decision making process

- 10.1 Iwi have been involved in the process of the selection of the artwork for the waka landing site including input into the project Brief. Iwi will be consulted again through the resource consent process in regards to the final concept designs.

11. Conclusion

- 11.1 The Mayor and Chair of Community Services have approved the waka landing site for the installation of public artwork.

- 11.2 The Arts Selection Panel recommend approval of the '*Taurapa*' proposal for further development.
- 11.3 It is recommended that the '*Taurapa*' concept be approved by Council so that the next steps can be taken to develop and install the artwork.

Shanine Hermsen
Manager Community Partnerships

Attachments

Nil

Bishopdale Easement for Purposes of Electricity Supply

1. Purpose of Report

- 1.1 To approve an easement for electrical purposes over, a Council administered recreation reserve, Bishopdale Reserve.

2. Summary

- 2.1 Council is currently undertaking the York Stream upgrade of sewer and stormwater pipes in the vicinity of Bishopdale Reserve.
- 2.2 Network Tasman Limited have existing infrastructure located through the reserve which is affected by and to be relocated as a result of the project.
- 2.3 An easement is required to record and protect the relocated infrastructure.

3. Recommendation

It is recommended that the Committee

Receive the report Bishopdale Easement for Purposes of Electricity Supply (R6072) and its attachment (A1564516).

It is recommended that Council

Grants the easement in gross, in favour of Network Tasman Limited, shown as area "A" and "B" on Title Plan LT 499221;

That the easement be consented to under section 48(1) (d) of the Reserves Act 1977, acting pursuant to a delegation from the Minister of Conservation;

Meets all legal costs associated with the easement.

4. Discussion

Requirement for easement

- 4.1 Network Tasman Limited have existing infrastructure and cables located through the reserve which help support electricity supply to the surrounding community.
- 4.2 The existing cables have been removed and relocated to enable Council's upgrade of sewer and stormwater pipes as part of the York Stream project. The alternative location of the cables was agreed between Network Tasman and Council's project manager, with input from Council's parks team and the cables have been moved.
- 4.3 The replacement cables are located underground and are in substitution for cables already located through the reserve. The recreation reserve is not likely to be materially altered or permanently damaged and the rights of the public in respect of the reserve are not likely to be permanently affected.
- 4.4 As the cables and infrastructure have been relocated as a result of Council works it is proposed that Council meet all costs associated with relocating the infrastructure. Council's solicitors have provided a fee estimate of \$1,100 plus GST and disbursements to review the easement documentation and tend to registration.

Legislation

- 4.5 As the Network Tasman infrastructure is located on Council administered reserve land, an easement is required to formalise its occupation of the land. Easements on reserve land require consent from Council under section 48(1)(d) by passing a formal Council resolution.
- 4.6 The Reserves Act 1977 confers on Council the ability to grant an easement if it is for one of the specified purposes in section 48(1) of the Reserves Act 1977. Council, as the administering body, may grant an easement for the purpose of an electrical installation or work. For this reason a formal Council resolution for the electricity easement is required.
- 4.7 Where the reserve is not likely to be materially altered or permanently damaged; and the rights of the public in respect of the reserve are not likely to be permanently affected then public notice is not required under the Reserves Act 1977.

5. Options

- 5.1 The options are either to grant the easement (preferred option) or to not grant the easement. Granting the easement enables Council to formalise the access to Network Tasman across the Bishopdale Reserve.

6. Conclusion

- 6.1 Approval of an easement in gross to Network Tasman to convey electricity, telecommunications and computer media located on the edge of Bishopdale Reserve enables Council to formalise access to Network Tasman and ensures security of electricity supply for the suburb of Bishopdale.

Nikki Harrison
Group Manager Corporate Services

Attachments

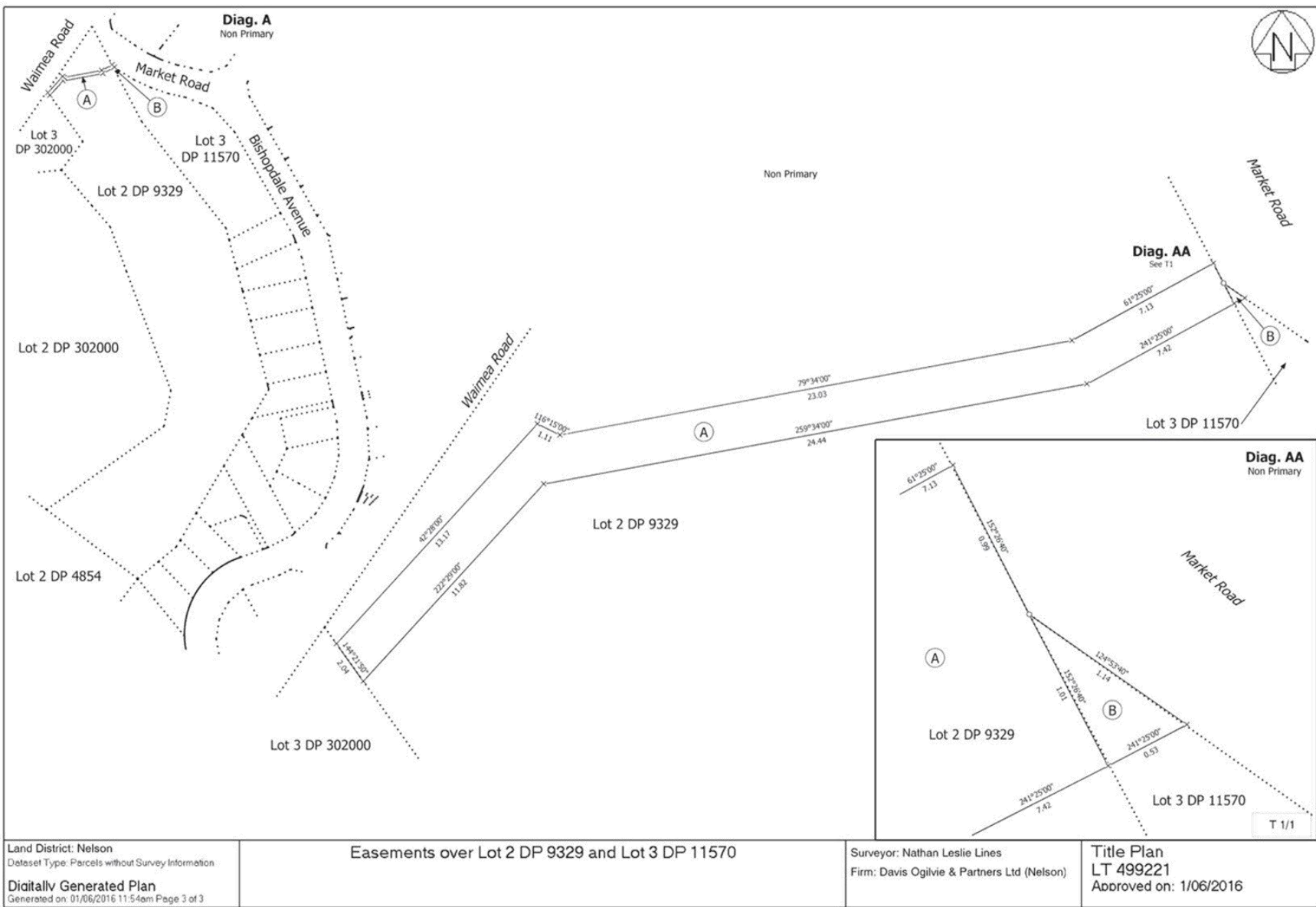
Attachment 1: LT 499221 showing easement to be granted - A1564546

Important considerations for decision making
1. Fit with Purpose of Local Government Fits with the purpose of Local Government by providing good quality local infrastructure.
2. Consistency with Community Outcomes and Council Policy Electricity infrastructure is essential to the economic (and social) wellbeing of the Nelson community. The costs of securing the easement will be met by Council. The recommendation fits with Goal Six of Nelson 2060 (we move from using fossil fuels to renewable energy sources) in that it facilitates greater reliance on electricity in future (for example, recharging electric cars and bikes). The recommendation also fits with Goal Seven – our economy thrives and contributes to a vibrant and sustainable Nelson.
3. Risk Very likely the granting of the easement will achieve the goal it is aimed at achieving. Low risk of adverse consequences.
4. Financial impact Cost of legal fees to Council are estimated to be \$1,100 plus GST and disbursements.
5. Degree of significance and level of engagement This matter is of low significance because it does not materially affect or impact the public or Councils use of the Recreation Reserve. No consultation or public notification is required under section 48(2) of the Reserves Act because this easement proposal meets the criteria of sections 48(3)(a) and 48(3)(b) of the Reserves Act: <ul style="list-style-type: none"> • Section 48(3)(a) the reserve is vested in an administering body and is not likely to be materially altered or permanently damaged; and • Section 48(3)(b) the rights of the public in respect of the reserve are not likely to be permanently affected.
6. Inclusion of Māori in the decision making process No consultation with Māori has taken place.

7. Delegations

The Community Services Committee has the responsibility for considering the provision and operation of recreation and leisure facilities and services, including reserves, parks, sports fields, swimming pool facilities and motor camps.

9. Bishopdale Easement for Purposes of Electricity Supply - Attachment 1 - LT 499221 showing easement to be granted - A1564546



REPORT R4513

Management of Waahi Taakaro Golf Course

1. Purpose of Report

- 1.1 To consider changes to the management and charging structure for Waahi Taakaro Golf Course.

2. Delegations

- 2.1 The Community Services Committee has responsibility for the provision and operation of recreation and leisure facilities and services, including reserves, parks, sports fields, swimming pool facilities and motor camps. Setting of Fees and Charges is delegated to Council Officers.

3. Recommendation

THAT the report Management of Waahi Taakaro Golf Course (R4513) and its attachment (A1487496) be received;

AND THAT it be noted that consultation will be carried out on the proposed fee and concession structure outlined in report R4513 and its attachment (A1487496);

AND THAT it be noted for budgeting purposes that the user recovery charges for the Waahi Taakaro Golf Course will be set at 50-60% of operating costs.

Recommendation to Council

AND THAT the Memorandum of Understanding between Council and the Waahi Taakaro Golf Club (A1487496) be approved in principle for signing, subject to confirmation of the fee and concession structure.

4. Background

- 4.1 The Waahi Taakaro Golf course is a 9 hole course located in the Maitai Valley covering 30.67 hectares of donated recreation reserve land. The course is maintained by Council with day to day management being provided by a contractor. The Waahi Taakaro Golf Club ('the Club') operates out of a clubhouse that it owns on land leased from Council.
- 4.2 Officers have been working through a number of long running issues with the Club. A working group consisting of officers from the Club and from Council has been meeting to progress solutions to these issues, with support from Councillor Noonan.
- 4.3 The key issues are as follows:
- Management and setting of green fees and course levies
 - Financial performance
 - Communication between Council, Council's contractor and the Club
 - Club usage rights
 - Course marketing
 - Course maintenance
- 4.4 As officers worked through these issues with the Club, it became apparent that having a written agreement would be beneficial for both parties. As a result a draft Memorandum of Understanding (MoU) to clarify responsibilities around the golf course has been prepared (attachment 1).

5. Discussion

Management and setting of green fees and course levies

- 5.1 There are four different ways players can pay to play on the course.
- 5.1.1 Green fees are one off payments that are paid to play one round by non-members. These currently are charged at \$18 for nine holes and \$23 for eighteen holes. Juniors pay \$7.
- 5.1.2 Concession tickets for non-members allow unlimited golf for non-club members for a 3, 6 or 12 month period. These cost \$138, \$230 and \$345 respectively. Assuming one round of golf is played a week, the per round costs are \$10.61, \$8.84 and \$6.63. However, players can play more often than that.
- 5.1.3 Golf club members pay green access fees as part of their membership dues. 9-hole members pay \$207 and 18 hole members pay \$276 per annum. Again, assuming one round of golf is played per week, the per

round costs are \$3.98 and \$5.31 for 9 and 18 holes. These figures do not include club membership fees of around \$110 which are retained by the club.

- 5.1.4 The entire course can be hired, for private functions. This costs between \$690 (half day, partial closure) to \$2760 (Saturday or Sunday, full day closure).
- 5.2 Council currently employs a Contractor who is responsible for collecting green fees from casual players and for selling concession cards, and taking bookings for half or full day closure. The Contractor gains a performance bonus for meeting income targets.
- 5.3 The Club is responsible for collecting club dues which include annual access fees. In addition to allowing access to the course for a 12 month period, club members also have exclusive use of the course on Saturday mornings between April and October (inclusive). The club also has the right to 3 days exclusive use of the course for club tournaments.
- 5.4 Historically, the club has not been invoiced for the fees it collects on behalf of Council until the end of the club year (31 March). This includes funds that it has collected since 1 April the previous year. This brings some risk to Council, in that an incorporated society is effectively acting as a banker to Council for a sum in excess of \$40,000, for a period in excess of 12 months.
- 5.5 These arrangements also have a perverse effect in that they effectively create artificial competition between the Contractor and the Club. It is in the Contractor's financial interests to sell as many concessions as he can, in order to meet his performance bonus targets. The Club perceives this as dis-incentivising players to become club members.
- 5.6 Officers consider that the best way to resolve these issues is to:
 - 5.6.1 Remove the 3, 6 and 12 month concession tickets for non-club members, and replace them with 10 and 20 round passes for those green fee players who play occasionally and do not wish to become club members;
 - 5.6.2 Require all club members to pay their course access fees through the Contractor at the course.
- 5.7 These changes would effectively resolve the competition issue, and also ensure monies are paid in to Council bank accounts in a timely way.
- 5.8 Some concession holders may not appreciate this change. They might feel that they are being 'forced' to join the Club in order to gain unlimited access to the Course. This scenario is no different to the situation at many courses around New Zealand.
- 5.9 Officers believe there are real community benefits from having a Club on site with a strong membership, and that if people wish to play regularly, they should be encouraged to join the Club.

- 5.10 The provision of a 10 or 20 round pass would still give a discounted option to those players who did not wish to join the club. This arrangement is similar to that at Rawhiti Golf Club, which is owned by Christchurch City Council.
- 5.11 The draft MOU also allows for the club to be consulted early if Council is considering changing the fees.
- 5.12 Feedback will be sought from affected concession holders and from club members on these changes.

Financial performance

- 5.13 The Club has raised concerns about the level of income and expenditure that Council budgets against the Golf Course activities. It thinks that income targets have been set at unrealistic levels, which can lead to big jumps in the fees that they pay.
- 5.14 In previous years, Council has set its budgets based on a user pays charge rate of 80% for the golf course. This level of recovery has not been achieved in recent years (see table below). Falling income from course usage has resulted in the cost per user needing to be significantly increased in order to meet the user pays rate. Such increases are likely to further decrease course usage.
- 5.15 Table One: User income, total expenditure and proportion of total expenditure that is user funded at Waahi Taakaro Golf Course.

	User Income	Total Expenditure	% user funded
2011/12	\$147,747	\$335,467	45%
2012/13	\$156,544	\$240,143	65%
2013/14	\$155,371	\$229,278	68%
2014/15	\$142,074	\$253,392	56%

- 5.16 It is recommended that the user pays model be amended to move towards a more sustainable basis. This requires more people playing the course, but the recovery rate being less than it currently is, in order that realistic budgets can be set. It also requires adequate marketing of the course to take place. Finally, it requires the club to be working with Council (and any of its contractors) to increase course usage.
- 5.17 It is recommended that the targeted recovery rate from users be set at 50-60%. This is in line with Wellington's public course at Berhampore. This level acknowledges that there is a balance between public good and private benefit from having access to a golf course.

Communication between Council, Council's Contractor and the Club

- 5.18 There has been a level of discord between the Club and Council's Contractor for some time. Partly this is due to there being a lack of clarity over roles and responsibilities. All agree that this relationship needs to be worked on. The draft MOU allows for an annual meeting of the Club with staff and Councillors. The changes in the fees and charges should also make a difference, in that it removes a perception of there being competition between the Club and the Contractor.

Course Marketing

- 5.19 Both Council and the Club desire to see increased usage of the Course and the MOU makes it clear that the responsibility for marketing the course sits with Council, whilst the responsibility for marketing and promoting the Club sits with the Club. Both parties will work together to identify marketing opportunities.

Course Maintenance

- 5.20 Course maintenance is the responsibility of Council, but for the sake of transparency it was felt helpful to include the maintenance standards contained within the maintenance contract as an appendix to the MOU.

Other matters

- 5.21 The Club is willing to develop its clubhouse as a hub for other activities and, in particular, mountain biking. Work is underway on a mountain bike strategy and officers will continue to engage with the Club on this concept.

6. Options

- 6.1 Council can choose to either approve the MOU as drafted, request that changes be made to the MOU or decide that it does not want to enter into an MOU with the Golf Club.
- 6.2 It is recommended that the MOU as drafted is approved as it clearly sets out the nature of the relationship between Council, Club and management of the Course.
- 6.3 The proposed changes to the fees and charges will affect a small number of people and it is proposed that some targeted consultation is carried out before confirming those changes.

7. Alignment with relevant Council policy

- 7.1 Setting fees and charges is not inconsistent with previous Council decisions. Council's Memorandum of Understanding Policy 2007 allows for new MOU's:

‘Where there have been problems in an ongoing relationship with another party or parties that are likely to be resolved through the increased clarity of expectations’.

8. Assessment of Significance against the Council’s Significance and Engagement Policy

- 8.1 This is of very low significance, affecting only a small number of people who play golf. It is proposed to consult with those affected.

9. Consultation

- 9.1 The draft MOU has been developed in consultation with Waahi Taakaro Golf Club. Further consultation is proposed on the changes to the fee structure.

10. Inclusion of Māori in the decision making process

- 10.1 Maori have not been involved in this decision process.

11. Conclusion

- 11.1 A number of issues have been raised by the Golf Club over a period of time. It is recommended that the draft MOU be approved, which sets the basis for the relationship in the future. In the meantime it is proposed that further consultation be carried out on the fee changes.

Chris Ward
Group Manager Community Services

Attachments

Attachment 1: A1487496 - Draft MoU Waahi Taakaro Golf Club

PARTIES:

1. **NELSON CITY COUNCIL** ("the Council")
2. **WAAHI TAAKARO GOLF CLUB** ("the Club")

BACKGROUND:

- A. The Club has been operating on the golf course ("the Course") since it was established as a lower cost and accessible option for Nelson ratepayers and residents to play golf, with some of the Club's older members playing an integral role in the design, early maintenance and planting of the Course.
- B. Waahi Taakaro means "Place of Recreation." This name was given to the Course and the Club by the previous owners of the land when the Course was established. The Club and the Council have mutual aspirations to continue this legacy and provide an affordable and friendly golf course in close proximity to Nelson city that is open to all Nelson residents and visitors.
- C. All of the land on which the Course and associated facilities are located is currently vested in the Council as recreation reserve held under the Reserves Act 1977. The land on which the Golf clubhouse and caretaker's accommodation are located ("the Land") is currently leased to the Club and under a Deed of Lease dated 7 January 2003 ("the Lease"). The Club currently pays an annual levy to the Council for use of the Course.
- D. There is currently an administration office and shop at the Course operated by a contractor to the Council ("the Pro-Shop Contractor"). The Pro-Shop Contractor is currently responsible for collecting green fees and other day to day operations of the Course on behalf of the Council. The Council will review the provision of these services when this contract expires on 30 June 2017.
- E. The Council and the Club now wish to enter into a Memorandum of Understanding ("MOU") in order to better define the roles the Council and the Club have in the use, preservation and promotion of the Course.

THE PARTIES HEREBY AGREE:

1. **Purpose**
 - 1.1. The purpose of the MOU is to define the relationship and roles of the Club and the Council in order to create a financially sustainable model for the parties while at the same time achieving the Community Outcomes defined below for the Course.
2. **Term**
 - 2.1. This MOU runs in conjunction with the Lease. The term of this MOU shall be from the date of the MOU to 30 October 2021, the final expiry date of the Lease.

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- 2.2. On expiry of the term, if the Club continues to occupy the Land as a monthly tenant under the Lease, this MOU shall continue to run in conjunction with that monthly tenancy but in any event for no longer than 10 years from the date of this MOU.
- 2.3. In the event the Lease is terminated prior to the final expiry date for whatever reason, this MOU shall also be terminated at that time.
- 2.4. In the event the Lease is renewed, this MOU shall continue to run in conjunction with the renewed Lease but in any event for no longer than 10 years from the date of this MOU.
- 2.5. Notwithstanding the above clauses 2.1 to 2.4, either party may terminate this MOU at any time by giving the other party 6 months notice in writing.

3. Community Outcomes

- 3.1. The Course forms part of the Council's parks and reserves network. The Council provides and maintains these areas for a number of benefits including health, recreational, ecological and economic.
- 3.2. The Community Outcomes the Council and Club wish to achieve through the use and preservation of the Course are to:
 - a) Provide the opportunity to play golf to Nelson residents and visitors at affordable prices.
 - b) Provide a place where Nelson residents can go to exercise and relax, thereby encouraging a healthy lifestyle.
 - c) Preserve the beautiful setting of the golf course and provide easy access to some of Nelson's parks and reserves.
 - d) Provide a public golf course close to the city.
 - e) Encourage youth and other Nelson residents to learn to play golf.
 - f) Provide local businesses and groups with an opportunity to have days out close to the city.
 - g) Generate sufficient revenue to not overburden the ratepayer.
 - h) Continue the heritage and traditions of the Club.
 - i) Provide a meeting place and social activities for a community of interest.

4. Roles

Council

- 4.1. The Council is the landowner, shall have general oversight of all operations on the Course and be directly responsible for Course maintenance. The Council has a responsibility to consider the interests of, and in some circumstances consult with, Nelson residents. A key driver for the Council will be to achieve the Community Outcomes intended for the Course.

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4.2. Council is responsible for:

- a) Setting course fees, after consulting with the Club.
- b) Collecting course fees approved by the Council (noting that this service is currently provided by the Pro-shop Contractor on behalf of the Council).
- c) Maintaining the Council owned buildings (including what is currently the Pro-shop) and immediate surrounds including the garden and car park in a safe and tidy manner and kept free of litter.
- d) Maintaining the Course in accordance with clause 15 of this MOU.
- e) Managing the playing of the game on the Course in an efficient and fair manner, including providing information to players on the rules of golf, Course rules and etiquette.
- f) Operating a daily booking system which takes into consideration times when the Club uses the Course.
- g) Marketing and promoting the course.

The Pro-shop Contractor currently provides the following additional services on behalf of the Council :

- h) The sale and hire of golf equipment and apparel.
- i) The sale of non-alcoholic beverages and food.
- j) Golf coaching.

The Council may, at its discretion, continue to provide these services (whether through a contractor or otherwise) following expiry of the current Pro-shop contract on 30 June 2017.

Club

4.3. The Club shall be entitled to use the Course in accordance with this MOU and will work in partnership with the Council in:

- a) Consulting with the Council on the setting of fees.
- b) Running tournaments and competitions at the Course.
- c) Providing feedback on Course maintenance.
- d) Promoting the Course to build club membership.
- e) Encouraging public usage of the Course.
- f) Servicing the needs of its members.

4.4. The Club's role and benefits it brings to the Course and to achieving the Community Outcomes intended for the Course are further outlined in **Appendix A**, as may be amended by agreement in writing between the parties from time to time.

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5. **Key Contacts**

- 5.1. The following people and roles have been identified as the key points of contact between the Council and the Club:

Council:

- Green Keeper
- Sports Grounds Maintenance Supervisor
- Parks and Reserves Team Leader
- Council's representative at the Course (currently the Pro-shop Contractor)

The Club:

- President
- Vice President
- Club Captain
- Secretary and Club Manager

6. **Communication**

- 6.1. In the first instance any matters arising under this MOU regarding the use and day to day running of the Course shall be communicated between the Club and the Council's representative at the Course. If the matter cannot be resolved by the President and Council's representative at the Course, the matter must be set down for discussion at the next monthly meeting of the Greens Committee.
- 6.2. The Council's representative at the Course, the Green-Keeper, the Sports Grounds Maintenance Supervisor and representatives of the Club shall form a Greens Committee. The Greens Committee shall meet monthly to discuss:
- a) Maintenance of the Course
 - b) Course usage
 - c) Marketing
 - d) Upcoming events including Club tournaments, Course hire and Course closures
 - e) General day to day management of the Course
- 6.3. The Parks and Recreation Team Leader, the Community Services or Infrastructure Group Manager, a councillor on the Community Services Committee and representatives of the Club shall hold a Policy and Performance meeting annually in October/November. The Policy and Performance meeting shall discuss:
- a) Performance of the Course
 - b) Budget and Course fee levels
 - c) Overall policy and management of the Course including marketing, maintenance and development.

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At least 10 working days prior to the meetings the Council shall provide the Club with copies of the latest financial accounts they hold in respect of the Course and the Club shall provide Council with a report on its membership and activities (including those activities that relate to the wider community outcomes contained in clause 3.2 and activities that relate to the promotion of the course) over the prior year.

- 6.4. All users of the Course are to be encouraged to give their feedback on their experiences, with forms available from the Council (currently through the Pro-shop Contractor) and from the Club for them to fill in. The Council shall reply in accordance with its Customer Service standards.

7. Course Fees

- 7.1. Course fees will be set by the Council after consulting with the Club. The following classes of fees will apply:
 - a) **Green fees** – fees payable by non-Club members over the age of 18 for a single round of golf (9 or 18 hole).
 - b) **Junior green fees** - fees payable by non-Club members under the age of 18 for a single round of golf (9 or 18 hole).
 - c) **Multi round passes** – discounted green fees for 5, 10 or 20 rounds.
 - d) **Course access fees** – annual or seasonal fees payable by Club members 18 years and older who are normally resident in the Nelson City Council area for unlimited rounds of golf during that year.
 - e) **Junior course access fees** - annual or seasonal fees payable by Club members under the age of 18 who are normally resident in the Nelson City Council area for unlimited rounds of golf during that year.
 - f) **Course hire fees** – fees payable for half day or full day exclusive use of the Course.
 - g) **Group concession fees** – fees payable for a group of 12 or more people concession for non-exclusive access to the Course.
- 7.2. All Course fees are payable to the Council's representative at the Course.
- 7.3. The current Course fees are attached to this MOU (Appendix B). All course fees will be reviewed annually and may change in accordance with clause 7.1 of this MOU.
- 7.4. Course access fees are payable by 31 March in any year for play from 1 April to 31 March the following year, and by 30 September in any year for a seasonal pass from 1 October to 31 March the following year. Course access fees will only be refunded in part where a Club member retires part way through the year due to unforeseen circumstances. Any refund given will be at Council's discretion.

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8. Exclusive Course Hire

- 8.1. The Council's representative at the Course is responsible for arranging and confirming exclusive hire of the Course and will consult with the Club where appropriate. The Council's representative will not unreasonably withhold consent to any Course hire.
- 8.2. Exclusive course hire for a full day is from Course opening to Course closure, or until the person or persons hiring the Course have completed their activities, whichever is the earlier.
- 8.3. Exclusive Course hire for a half day is either for the morning or afternoon with the cut-off time between morning and afternoon hire being 1.30pm in the summer and 2.00pm in the winter. For Course hire in the morning, should those hiring the Course still be on the Course at the cut-off time, they may continue play. However, green fee players will be allowed onto the Course from the cut-off time.
- 8.4. Exclusive Course hire must be arranged at least three working days in advance and the Contractor will advise the Club of any hire as soon as the Contractor becomes aware of that hire.

9. Green Fees

- 9.1. Club members who have paid the annual course access fee do not pay green fees.
- 9.2. Members of affiliated golf clubs shall receive a 20% discount on green fees when playing at the Course.
- 9.3. All players, including club members, multi round pass holders and green fee players, must obtain a scorecard from the pro-shop and carry it with them while playing on the course to identify the player and provide proof of payment.

10. Fee Reviews

- 10.1. All of the Course fees shall be reviewed by Council by 1 April each year ("the Review Date"). The Council will have regard to the following matters when determining what, if any, changes are to be made to the Course fees:
 - a) Consultation with the Club on fees levels (through the Policy and Performance meeting held in October/November immediately preceding the Review Date).
 - b) Any CPI adjustment for the year ending 31 December immediately preceding the Review Date.
 - c) The Council's revenue target of users meeting 50% of the costs associated with running the Course.
 - d) The fees charged by other 9 hole Courses in the Nelson Tasman region.
 - e) The usage and revenue generated by green fee players, Club members and Course hire.
 - f) The expenditure of the Council in relation to the Course.

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- g) The founding aim of the Course to provide affordable and accessible golf for Nelson residents.
- h) The Community Outcomes delivered by the Club
- 10.2. The new Course fees determined pursuant to clause 10.1 shall be payable from the 1 July following the Review Date.
- 10.3. CPI means the Consumer Price Index (All Groups) published by Statistics New Zealand or other government agency and any revised, replacement or substituted index.

11. Club Usage Rights

- 11.1. Subject to payment of the annual course access fee, Club members shall have the right to play at any time the Course is open. Club members shall not have the right to play when the Course is closed for exclusive hire to a private group.

Saturday Competition

- 11.2. The Club holds a Saturday competition for its members throughout the year over 18 holes. The Club will use multi-tee starts.
- 11.3. From April 1 to October 31 the competition will start at the later of 10am or when the frost lifts and the Course becomes playable. The Course is closed to green fee players until 2pm, after which green fee players may tee off No 1 & No 4 provided Club members participating in the competition will have right of way.
- 11.4. From November 1 to March 31 the competition will start at no later than 9am. During this time the Course will remain open to paying green fee users provided they play in groups of no more than four, keep up with other players on the Course, fill vacant spots in the daily booking sheet, and give right of way to those already on the course. Green fee users arriving before the competition starts may participate in the competition.
- 11.5. The Club will submit its draw for the competition to the pro-shop on the Wednesday before the competition to incorporate it into the daily booking sheet.

Weekday Competition

- 11.6. The Club may hold weekday Competitions during which time the Course will remain open to paying green fee players. Those already on the Course before competition commences will have right of way.
- 11.7. Multi-tee starts will be used for the weekday competition where possible.
- 11.8. Green fee players playing during the weekday competition time must play in groups of no more than four, keep up with the rest of the field and fill vacant spots in the daily booking sheet. The Club will submit its draw for the weekday competition to the pro-shop the day before the weekday competition to incorporate it into the daily booking sheet.
- 11.9. Where the Club does not have exclusive use and is using the Course for either a Saturday or weekday competition, when submitting its draw, any existing bookings in the daily booking sheet will be honoured and respected by the Club.

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Club Hire of the Course

- 11.10. The Club is entitled to free exclusive hire of the Course to hold tournaments and inter-club competitions for a total of 2 full days and 4 half days during which time the Course is closed to green fee players unless invited by the Club. From this allocation of free exclusive hire, up to two full days or one full day and two half days may be used during the period from 1 November to 31 March, with the balance to be used during the period from 1 April to 31 October, in any year.
- 11.11. Any hire of the Course by the Club beyond this limit shall incur fees at rates determined in accordance with Appendix B of this MOU.
- 11.12. The Club must give notice of any free exclusive hire to the Greens Committee meeting at least one month in advance of the free exclusive hire.
- 11.13. Where the Club hires the Course for half a day only, once the final group in the tournament / inter-club competition has cleared tees 1 and 4, green fee players shall be entitled to play. To help speed up events, multi-tee starts will be encouraged.

12. Course Closure

- 12.1. Closure of the Course and/or limitation of golf cart use due to adverse weather or condition of the Course is the responsibility of the Green Keeper who will advise the Club and Council's representative at the Course of such closures. Where the Green Keeper is unavailable, the responsibility shall fall to the Club during the Club's Saturday Play and Weekday Competitions and to the Council's representative at the Course at all other times.
- 12.2. No person may play on the Course when it is closed under this clause.
- 12.3. The Council's representative at the Course will be responsible for erecting "Course Closed" signs at the Course and advising the Sports Ground Maintenance Supervisor in such an event. When the Council's representative at the Course is unavailable, the responsibility shall fall to the Club.

13. Signage

- 13.1. In accordance with the Lease, the Club requires the written approval of the Council to erect a sign on the Club's clubrooms or the Course as part of any sponsorship deal. In addition, the Club shall pay the Council 10% of funds received by the Club from the sponsor to erect any approved sign (Refer: Council's Naming Rights and Sponsorship Policy for Community Facilities).

14. Coaching

- 14.1. Coaching of the general public may be undertaken by NZPGA qualified coaches provided they have written approval from Council. Any coaching or tuition must not interfere with players on the Course.
- 14.2. The Club may also facilitate the use of the Course by schools and or youth under the supervision of local professional golf coaches. Such coaching and or use by schools is subject to approval by Council in writing at least one month prior to holding the event.

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15. Course Maintenance

- 15.1. The Council will carry out required maintenance work for the Course in accordance with industry practice for golf courses as outlined in **Appendix C** to preserve the standard of the Course as at the date of this MOU.
- 15.2. The Club will conduct an annual working bee to maintain its clubrooms and surrounds in a safe and tidy manner. Subject to written approval of the Green Keeper, the Club may also attend to other minor maintenance matters on the Course (such as maintaining and clearing around boundary and hazard pegs and Course signage).
- 15.3. Where the Club wishes to make improvements to the Course, including installation of water fountains, planting or removal of trees, changes to Course layout, or any other alteration or addition to the Course, such improvements must be discussed at a monthly Greens Committee meeting and be approved in writing by Council.

16. Funding and Revenue Targets

- 16.1. The Council has a funding and revenue target for the Course of users meeting a minimum of 50% of the costs of running the Course, with ratepayers meeting the balance.
- 16.2. This funding and revenue target may be changed from time to time by Council.
- 16.3. The Council and the Club shall work jointly together to achieve this target through joint marketing and promotion, monitoring of costs associated with the Course and working to increase usage of the Course and membership of the Club.

17. Marketing

- 17.1. The Council will formulate and implement a marketing and promotion strategy for the Course in consultation with the Club, to be reviewed on a yearly basis as part of the Policy and Performance meeting. An initial strategy is attached as **Appendix D**.
- 17.2. The Council may change or add to the approach to marketing at any time, subject to consultation with the Club.
- 17.3. Marketing may include:
 - a) online advertising through the Club's and the Council's website and social media
 - b) marketing through Council and Club newsletters
 - c) encouragement of local schools to use the Course for junior golf
 - d) running twilight, business house and other tournaments for casual and regular golfers
 - e) any other form of promotion that will encourage use of the Course, positively promote the Course, and is cost effective.
- 17.4. Where appropriate the Club shall encourage multi-use of the Club's clubrooms by other sporting and recreational groups.

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18. General

Variations

- 18.1. Any variation to this MOU must be agreed in writing by the parties.

Disputes

- 18.2. If any dispute arises between the Club and the Council, they shall in good faith use all reasonable endeavours to resolve the matter within ten (10) working days. If the dispute cannot be resolved within ten (10) working days, the dispute shall be referred to mediation by a single mediator appointed by the President of the Nelson Branch of the New Zealand Law Society, in which case the parties shall pay their own costs but share equally the cost of the mediator.
- 18.3. If a binding agreement has not been reached as a result of the mediation process, then the dispute shall be referred to a single arbitrator appointed by the President of the Nelson Branch of the New Zealand Law Society. Such arbitration shall be completed in accordance with and subject to the provisions of the Arbitration Act 1996. The decision of the arbitrator (including any decision as to which party shall bear the costs of the arbitration) shall be final and binding on the parties.
- 18.4. Nothing in this clause shall preclude or prevent a party from seeking urgent interlocutory relief.

No Assignment

- 18.5. Neither party may assign their interest under this MOU.

Entire Agreement

- 18.6. This MOU forms the entire agreement. No earlier representation, warranty or agreement in relation to any matter dealt with in this agreement has any force or effect from the date of this agreement.

Health and Safety

- 18.7. The Council shall ensure that all persons entering the Course shall comply with all conditions, laws and the like that may be imposed under the Health and Safety in Employment Act 1992 (or from 2016 the Health and Safety at Work Act 2015) and any other related legislation or laws regarding the health and safety of a person.
- 18.8. The Club (including its officers, members and invitees) will comply with any reasonable obligations imposed by the Council (including Council's representative at the Course) or the Green Keeper regarding the identification and mitigation of hazards and the health and safety of persons on the Course.
- 18.9. The Council will provide to the Club and the Club will comply with the Council's Health and Safety Management Plan in respect of the Course (if any).
- 18.10. The Club will provide to the Council a Health and Safety Plan for tournaments, club competitions, working bees and any other activities conducted by the Club that may give rise to risks to the health and safety of persons on the Course.

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Notices

18.11. Any notice, document, request, demand or other communication ("notices") to be given for the purposes of this MOU must be in writing and may be served personally or sent to the email address provided by either party or such other address as that party may notify in writing, from time to time.

18.12. Notices given:

- a) personally are served upon delivery;
- b) by email are served the next working day after successful transmission (i.e. no message of "unsuccessful delivery" is received by the sender).

Interpretation

18.13. In the interpretation of this agreement:

- a) Reference to any party includes that party's administrators, successors and permitted assigns (as the case may be);
- b) The singular includes the plural and vice versa;
- c) Words importing one gender include all genders;
- d) References to a month or year are to a calendar month or year respectively;
- e) Any covenant not to do anything shall also constitute an obligation not to suffer, permit, cause or assist any other person to do that thing;
- f) References to persons include individuals, partnerships, firms, associations, corporations and unincorporated bodies of persons, government or semi-government or local body or municipal bodies and agencies or political subdivisions of them in any case whether having separate legal personality or not; and
- g) Any reference to a statute or statutory provision shall be deemed to include any statute or statutory provisions which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and any orders, regulations, instruments or other subordinate legislation.

Signed by:

Waahi Taakaro Golf Club
By its Authorised signatories:

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Nelson City Council
By its Authorised Signatories:

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Appendix A

Community benefits that the Club brings to the Course

- Club members contribute course access fees to the Council to use the Course, providing a significant and regular source of income. The Council also gets 10% of the income from any approved hole and signage sponsorship the Club attracts. The Club also pays the insurance on its clubrooms.
- Club members are the unofficial custodians of the Course. Many of our older members helped build and develop it and we all have a vested interest in looking after it by doing such things as repairing pitch marks on the green, painting markers, reporting any damage or unruly behaviour and adhering to the rules of the Course.
- The Club actively promotes the Course through Love Golf, a national website run by NZ Golf which is designed to promote the game to both Club members and casual golfers. It also distributes promotional material around the city. Club members also act as Course ambassadors, telling people about the many qualities of the Course and urging them to play it.
- The Club generates green fee business for the Council and the current Pro-shop by encouraging groups to use the Course.
- The Club contributes to the efficient running of the Course by ensuring its members know about and adhere to the Course rules and etiquette
- The Club hosts regional and inter-club tournaments, such as Old Hickory and vets competitions, which can bring in extra income for the Council.
- Club officials are experienced at running tournaments and competitions, such as the annual Maitai Masters in February which attract full fields, good publicity about the Course, sponsorship and some of the region's top young golfers..
- The Club provides a range of services not provided by either the Council or the current Pro-shop. These include clubrooms available for hire for meeting and functions, bar and kitchen facilities, toilets and showers and lockers for storing equipment.
- The Club actively lobbies for improvements to the Course and is prepared to help do the work.
- By promoting the clubrooms as a hub available for use/hire by other sporting and recreational groups, the Club is doing its part to ensure better use of existing facilities and to encourage more people to use the Maitai Valley and visit the golf Course, which can only encourage its usage. This is in line with Council policy.

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Appendix B

Course fees for 2016 - 17 year

Green fees

Adult 9 hole	\$18
Adult 18 hole	\$23
Junior	\$7
5 round pass (9 hole)	\$72
5 round pass (18 hole)	\$92
10 round pass (9 hole)	\$140
10 round pass (18 hole)	\$180
20 round pass (9 hole)	\$240
20 round pass (18 hole)	\$300

Course Access fees

	Full year	Seasonal (1 October to 31 March)
Adult (9 & 18 hole)	\$276	\$165
Junior	\$42	\$25

Course Hire fees – Exclusive use

All year:

Monday to Friday

	Winter	Summer (1 October to 31 March)
Half day	\$300	\$500
Full day	\$600	\$1000

Weekends and public holidays

Half day	\$400	\$600
Full day	\$800	\$1200

Course Hire fees – tournament play (12 – 36 players) – non exclusive use

Winter (1 April to 31 October)	\$ 7.70 per person
Summer (1 November to 31 March)	\$ 15.40 per person

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Appendix C

Maintenance Standards

Part 1: Relevant extracts from Council's Sportsground Maintenance Contract (EC2697) relating to the Levels of Service for Waahi Takaaro Gold Course.

1. SPORTS TURF

1.1 Mowing

Specific Mowing requirements

- a. Grass clippings will be caught and removed when mowing these playing surfaces;
 - Golf greens

(Grass clippings are to be removed from the Sports Ground to an approved compost or rubbish disposal site, except at the Golf Course, where clippings can be spread over rough areas.)

1.2 Mowing Height Standards

The height of grass shall not exceed the following schedules.

- **Maximum Height:** The maximum height to which the grass may grow in millimetres (mm) above firm ground level. (Note; grass maximum height includes seedheads).
- **Minimum Height:** The minimum height in millimetres (mm) above firm ground level to which the grass shall be cut.

The measuring of grass height shall be by the use of a rising disk. This device shall be used to determine the Contractor's performance in relation to the specified standard of mowing.

The mowing height required for playing surfaces will apply to the immediate surrounds.

Golf

Code	Types of Use	Minimum Height (mm)	Maximum Height (mm)
A	Greens	5	7
C	Green surrounds & tees	10	22
D	Fairways	15	40
G	Rough	40	70
J	Fairway river crossings	100	300

Records

- a. The Contractor shall keep accurate records of the number of times mowing is carried out in each Sports Ground, and for each sports surface. These records shall be made available to the Engineer or their representative upon request. The

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Contractor shall allow for this under Section 1.16 'Inspections and Reporting'.

- b. The Contractor is also encouraged to comment on the overall condition of the Sports Ground with respect to mowing length, complaints received, turf condition and any fixture treatments that the Contractor deems may be necessary in the future. This is to be included in the Contractor's monthly report.

Performance Standards

Minimum performance standard is greater than 90% compliance of all tasks.

- a. Mowing is within the required length.
- b. Grass clippings and organic debris is removed from fine turf areas. (A,B,C,D)
- c. Mowing cut is clean and uniform.
- d. Turf is mown up to the edge of fixed obstructions.
- e. Turf is mown under moveable obstructions.
- f. No shredded litter exists following the mowing operation.
- g. Grass clippings are removed from surrounding surfaces following the mowing operation.
- h. Trees and other Sports Ground assets are not damaged.

Soil tests at the Golf Course are to be carried out individually on four greens per year on a rotational basis. One green on the course is to be tested annually and used as a monitor green. Fairways and tees are to be tested bi-annually, using a representative sample of these areas.

A copy of all soil test results are to be forwarded to the Engineers representative.

Soil Fertility

- a. Soil fertility & pH levels will be required to be maintained in the range necessary to promote a healthy, hard wearing turf that is appropriate to the type of sports surface. The soils tests carried out bi-annually and will form the basis of any fertiliser programme.
- b. All applications of fertiliser shall be applied uniformly across the playing surface and scheduled so that they are followed by rain or irrigation. Any damage to the turf surface through fertiliser burn or nutrient stress through poor application shall be rectified at the Contractor's expense.

Pests & Diseases

- a. Pests and diseases that effect the health and vigour of the turf grass, or the condition of the playing surface of Sports Grounds will be controlled as necessary. The Engineers preference is to see

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cultural control methods be used to control pest and diseases when ever possible.

- b. If pest and disease problems that are unforeseen occur and are not detailed in the six monthly maintenance programme, the Contractor will notify the Engineer or their representative of the problem.
- c. The Contractor will be required to control worms in fine turf areas if they effect the playability of the sports surface. This may apply to croquet greens, golf greens, tees & fairways, cricket blocks and the Saxton Field and Trafalgar Park ovals. Timing of the application will depend on physical evidence of worm casts on the turf surface and weather conditions.
- d. The Contractor shall carry out and note the requirements of Specification Section 1.21 before spraying.

Control of Weeds & Moss

- a. The control of weeds, moss etc will be carried out if the weed, moss etc effect the heath and vigour of the turf grass, the condition of the playing surface, or the player comfort of using a playing surface. The Engineers preference is to see cultural control methods be used to control weeds, moss etc. when ever possible.
- b. Weed species that have a growth rate that is faster than the turf grass may cause the turf height to be above specification. These weeds also cause the playing surface to be uneven.
- c. The control of paspalum and onehunga weed is important to include in any maintenance programme. Equipment working within an area where paspalum is seeding must be cleaned prior to working on each sports ground.
- d. The Contractor shall carry out and note the requirements of Specification Section 1.21 before spraying.

Rolling

- a. Rolling will be required to provide a smooth playing surface appropriate to the specific sports code. Rolling will be required during the playing season to ensure a flat playing surface, with minimum compaction.
- b. Following periods of sustained field use in wet conditions rolling will be required as soon as ground conditions are deemed suitable for the machinery to proceed without damage occurring to the playing surface.

Topdressing and Overseeding

- a. Topdressing and overseeding will be required. The Contractor shall ensure that all subsidence or holes are topdressed as they appear in order to maintain a safe surface. This work shall include the repair, topdressing and oversowing of goal mouths, penalty areas and other areas where the turf cover has diminished through wear.

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- b. The Contractor shall fill all holes with a high quality screened top soil. The areas shall be filled proud and raked smooth.

General Performance Standards

Minimum performance standard is greater than 90% compliance of all tasks.

- a. A detailed six month programme of turf care works is prepared.
- b. Healthy, well maintained turf.
- c. Even, dense cover of turf.
- d. The preferred turf provides a 95% cover of the playing surfaces, evenly spread over the playing area at the beginning of each season.
- e. The preferred turf provides a 80% cover of the outfield area at all times.
- f. The preferred turf cover required for the playing surface will apply to the surrounds of the various Sports Grounds.
- g. Mowing equipment is cleaned during the paspalum seeding period and prior to working on each sports ground.
- h. A smooth playing surface is maintained.

1.3 Specific Sports Turf Requirements

Golf Course

Greens & surrounds

The standard of a Golf Course is judged by the quality of its greens. The turf on a green is to be maintained so that the sward provides a consistent smooth texture and the required ball speed.

- a. Irrigation shall be carried out regularly and be adequate to maintain healthy grass growth, with out water logging or causing surface water on the green.

(Water is supplied to a pop up irrigation system via a pump and well in the Maitai River. The irrigation system and pump is covered under section 10)

- b. The location of hole cups shall be changed weekly, and pins rotated daily during the week to prevent excessive wear and compaction of the green.
- c. Irrigation shall be carried out regularly and be adequate to maintain healthy grass growth, with out water logging or causing surface water on the green.

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- d. The speed of a ball on the green shall have a stimp meter reading of between 6 – 8.5 feet.
- e. Removal of dew is to be carried out daily as required.

Tees

Tees are subject to a high level of wear and will require regular repairs out side the periods of renovation.

- a. Irrigation shall be carried regularly and be adequate to maintain healthy grass growth.
- b. The location of tee markers shall be moved regularly to spread the wear of a tee.
- c. Standard scratch blocks shall be maintained so they are clearly visible.

Fairways

- a. Where fairways cross rivers, streams or water hazards the grass on the banks is to be cut regularly. This is to facilitate ball recovery.
- b. Distance markers shall be maintained so they are clearly visible

Golf Course - Other

Markers and fixtures of various types; distance, out of bounds, tees and pins etc, shall be maintained so that they are clearly visible.

Bunkers

- a. Bunkers are to be maintained free of organic material and are to be loosened and raked smooth twice a week.
- b. Sand shall be spread evenly within the bunker. Additional sand of the same type as existing will be required to be added to the bunker as necessary.

General Performance Standards

Minimum performance standard is greater than 90% compliance of all tasks.

- a. Golf greens have a smooth consistent texture and with the required ball speed.
- b. Golf tees have not less than 90% turf cover.
- c. Wear & divot areas on Golf tees are top soiled and reseeded.

1.4 Sports Services: Performance Standards

- a. Golf sand bunkers are maintained free of organic matter and the sand is spread evenly.

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Part 2: Relevant extracts from Waahi Taakaro Golf Club lease.

- 8.1 The Lessee shall at the Lessee's expense keep and maintain all building, fences delineating the boundaries of the property, gates, structures and other facilities on the property in good order repairing conditions.
- 8.2 Without limiting clause 8.1, the Lessee shall punctually at the Lessee's expense:
- (a) Ensure that all routine wastes place daily in suitable receptacles and any excess waste and rubbish is removed from the property;
 - (b) Make good any damage to any part of the property caused by the Lessee or persons under control of the Lessee;
 - (c) Replace all glass on the property broken by the Lessee or persons under the control of the Lessee;
 - (d) Replace all damaged or non-operative light globes, tubes and fittings within the property;
 - (e) Take any steps necessary to control any pest infestation occurring or emanating from within the property;
 - (f) Repair or where appropriate replace heating, lighting, electrical or plumbing fittings installed in the property broken or damaged by the Lessee or persons under control of the Lessee;
 - (g) Keep in good order, repair and condition all storm water and sewer drains serving all buildings for the time being erected upon the property and any connections from such drains to public drains;
 - (h) If called upon the Lessor paint in a proper and workman like manner the whole or part of any buildings erected on the property;
 - (i) Comply with any notices or orders which may be given by any competent authority in respect of the property and any buildings or structures on the property or their use by the Lessee and shall keep the Lease for indemnified and respect of all such matters;
 - (j) Prevent the growth or spread of gorse, broom, sweep briar and other noxious weeds or plants upon the property and shall keep the property free from rabbits and other vermin;
 - (k) Keep the property tidy at the Lessee's expense;
 - (l) Faithfully observe all fire restrictions imposed by competent authorities in the area surrounding the property and will not burn on the property without the Lessor's consent in writing being first obtained;
 - (m) Keep any grass on the land regularly mowed and the grounds in a tidy conditions;
 - (n) Cut and trim all live fences and hedges upon the property and keep open all creeks, drains, ditches and water Courses upon the property including any drains, ditches and water Courses constructed after the commencement date;
 - (o) Keep in good order, repair and condition the pipes on the property and bring water from the Maitai River to the clubhouse and accommodation on the property
- 8.3 The Lessee shall:
- (a) Not plant any tree or shrub on the property without the prior consent of the Lessor;
 - (b) Not cut down, damage, remove or in any way interfere with any trees or shrubs on the property without the prior written consent of the Lessor;
 - (c) Other than approved fireplace pursuant to the Building Act 1991 and its regulations, not light or permit any fires to be lit on the property without the prior written consent of the Lessor.

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Appendix D Sample Marketing Plan

Objective:

To market and promote the unique features and benefits of the Course and the Club with the objective of increasing Course usage and club membership thereby providing the revenue necessary to assist in running and improving the Course, the club and its facilities.

Aims:

- To increase Course usage.
- To increase green fee revenue.
- To increase club membership.
- To increase female club membership.
- To increase junior club membership.
- To increase usage of the Club's clubrooms and facilities by making it a sporting and recreational hub for the Maitai Valley.

How

- Use of a daily booking system with defined windows for club competition to ensure efficient management of players on the Course and to maximise playing opportunities
- All players being made aware of Course rules/etiquette by the Council representative at the Course (currently the Pro Shop Contractor) and the Club they are expected to follow thereby aiding the smooth flow of play and everyone's enjoyment.
- Pro shop staff to adopt a professional & welcoming approach in dealing with all players, including clean & tidy premises and modern equipment to hire
- Targeted discount offers to encourage more local people to play golf.
- Replacement of council seasonal tickets for non-club members with concession cards for a set number of rounds
- Club to embark on comprehensive, multi-platform campaign to increase membership, using its own members and involving but not restricted to web sites, printed and social media, mail outs, posters/leaflets, signage, open days, junior coaching programme, incentives to encourage women, subscription specials, approaches to other sports clubs/businesses etc
- Club to promote/advertise its clubrooms for hire/use by other sporting groups, and update its facilities to make it more attractive to them
- Council representative at the Course and/or Club to explore demand for summer twilight/business house/holiday competitions and other tournaments for casual and regular golfers
- The Council to update/expand its website/social media to better promote the Course, including fresh photos, testimonial quotes, links to the club and to other websites such as What's On etc – club can help here
- The Council to update its Course brochure/pamphlet and make sure it is widely distributed at visitor centres/ motels/hotels and other high-use public places – club can help here
- The Council to use its Live Nelson newsletter to regularly promote the Course
- The Council to regularly review its marketing/promotion budget for the Course
- The Club to hold an annual open day/weekend on the Course, and to jointly promote the Course at appropriate city/regional events
- The Council to investigate the use of a sign written vehicle(s) to promote the Course

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- The Council to promote Course/club to its own staff (special rate?) and the gold card holders (green fee discount)
- Investigate development of corporate membership packages/deals

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Minutes of a meeting of the Nelson Youth Council

**Held in the Council Chamber, Civic House, 110 Trafalgar Street,
Nelson**

On Friday 13 May 2016, commencing at 1.01pm

Present: J Lankshear (Chairperson), J Alison, E Ang, C Collins, M Dahal, E Edwards, H Goldthorpe, A James, S Kuo, D Leaper, I Lorandi, S McIlroy, K Phipps, B Rumsey, F Sawyer, T Shuker, A Tonks and L Wilkes.

In Attendance: Councillor M Lawrey, Social Wellbeing Adviser (R Large), Community Services Cadet (G Thawley) and Administration Adviser (J McDougall)

Apologies: J Stallard, Councillor Rainey

1. Apologies

The apologies were noted.

2. Confirmation of Minutes

2.1 13 April 2016

Document number M1826, agenda pages 4 - 8 refer.

Resolved YC/2016/009

THAT the minutes of the meeting of the Nelson Youth Council, held on 13 April 2016, be confirmed as a true and correct record.

Kuo/Phipps

Carried

3. Sonic and Masked Parade

Team Leader Festivals, Axel de Maupeou, advised that Sally Wood and Paul McConachie had been appointed in April as youth coordinators and said that they would be assisting with planning for the Masked Parade (21 October 2016).

4. Rockquest Award

Jordan Lankshear led a brief discussion about current actions for the Youth Council Rockquest Award for 2016. It was noted that the heats were on Saturday 14 May with the final on Friday 20 May. Taylor Shuker advised that four youth councillors from the Tasman District Council would be joining the Nelson Youth Council for the finals. Taylah Shuker further advised that Tasman Youth Council were not able to contribute financially to Rockquest as their funds were already committed to another event.

It was noted that: Nelson Youth Council's award was for Crowd Participation and would be a \$200 Rockshop voucher; Keegan Phipps and Alana James would be presenting at the heats; and Alana James and Taylah Shuker would be presenting at the Rockquest finals.

5. Tasman Youth Council

Taylah Shuker advised that the Tasman Youth Council were supporting the Colour Run (Sunday 19 June from 12noon to 4pm at Saxton Field) which was being coordinated by the Tasman District Council. Taylah Shuker advised that the Colour Run celebrated cultural diversity, had a youth focus and noted that any funds raised would go to assist the multicultural community.

Youth Councillors agreed that the Nelson Youth Council would support the Colour Run.

Taylah Shuker said she would forward the health and safety plan to Rachael Large for information.

6. Heritage Week Exhibition

Keegan Phipps thanked everyone for their support for the exhibition, including the exhibition opening on 13 April 2016. Keegan Phipps said he had received good feedback about the Youth Council from the Mayor and from staff at the Refinery.

Councillor Lawrey congratulated the Youth Council on the event. He said that the turnout was fantastic and that it was a great achievement in getting so many people to attend.

Joseph Alison and Luke Wilkes agreed to find out if the Victory Community Centre and the Salvation Army were interested in a donation from the Youth Council of 100 tumblers (glasses) which were surplus to requirements following the exhibition opening.

Youth Councillors undertook to send Rachael Large suggestions about what to do with 70 spare copies of "picturing the prow", the exhibition catalogue.

7. ANZAC Day

Fynn Sawyer and Keegan Phipps reported on the Anzac Day event on 25 April 2016. Fynn Sawyer said that it was an amazing experience and wished to note thanks to Councillor Barker who had invited the Youth Council.

8. Youth Employment

Keegan Phipps reported on the Youth Employment sub-group meeting on 26 April 2016. Keegan advised that the sub-group had decided to do a survey/audit of four schools on their current provision of careers education.

He said that a sub-group meeting would be held at 3.30pm on Thursday 19 May to distribute copies of the guidelines and gain volunteers to run the audit at their school. He added that the guidelines were for guidance and could be adapted for each school.

Keegan Phipps advised that there were four questions in the survey/audit:

1. What's working currently in careers education?
2. What's not working?
3. What could be improved?
4. What new things do we need?

Keegan Phipps noted that the survey/audit would look at careers teachers' current programmes and any way they could be improved.

Fynn Sawyer noted that the letter about careers education had been emailed to the Minister, with a hard copy being posted on Saturday 14 May 2016.

9. #Activate: South Island Youth Connect

Taylah Shuker, Emma Edwards and Keegan Phipps provided an update from the youth conference on 27 April 2016 in Christchurch.

Emma Edwards spoke about the key points in the workshop that she attended.

Taylah Shuker advised that she had been inspired by the workshop she attended on social media, which indicated the need for postings 3 or 4 times a week to keep people engaged with Youth Council via Facebook. Taylah Shuker agreed to coordinate the people who volunteered to assist with increased postings on Facebook.

Keegan Phipps agreed to send to everyone a social media policy that he had drafted.

Keegan Phipps spoke about activities by other youth councils in the South Island. Keegan Phipps noted that the Christchurch Youth Council was impressed by Nelson Youth Council's Heritage Week exhibition and wanted to find out what Christchurch young people thought their heritage was.

Resolved YC/2016/010

THAT the \$20 Warehouse voucher be awarded to the person with the most engagement on the Nelson Youth Council Facebook page.

Leaper/Shuker

Carried

10. Sister City New Zealand Conference

Isabella Lorandi, Joseph Alison and Taylah Shuker provided feedback from the Sister City New Zealand Conference held in Nelson on 30 April 2016.

Youth councillors agreed that Sister City relationships were still useful even though technology and cheap air travel made connections with other countries much easier than when the Sister City concept was set up.

Attendance: Councillor Lawrey left the meeting at 2.05pm.

11. Council Meetings

11.1 Community Services Committee meeting – 14 April 2016

Daniel Leaper and Emma Edwards provided a report from the meeting.

11.2 Governance Committee meeting and Planning and Regulatory Committee meeting – 21 April 2016

Carys Collins and Taylah Shuker provided a report on items from the meeting including:

- approval of free entry to the Suter Art Gallery;

before considering further, the committee would like feedback on the trials in Dunedin and Wellington of 'warrants of fitness' for rental housing;

the committee supported the submission to the Tasman District Council which opposed the proposal for a supermarket opposite Garin College, due to concerns about traffic.

11.3 Council meeting – 5 May 2016

Fynn Sawyer and Alana James provided a report from the meeting including items about the Nelson Southern Link Investigation and funding for the Suter Art Gallery.

11.4 Works and Infrastructure Committee meeting – 10 May 2016

Ben Rumsey and Mamata Dahal provided a report from the meeting including an item about the reduction in the speed limit to 60km/hour near Saxton Field.

12. General Business

12.1 Members completed a survey form from the Ministry of Youth Development (A1556168) for Rachael Large to send to the Ministry.

12.2 It was suggested that the Youth Council Facebook page could have bite-sized news items about Council matters, to make Council matters more understandable.

12.3 Fynn Sawyer noted that there may be an opportunity for the Nelson Youth Council to be promoted through Radio FreshFM which is run by one of the teachers at Nayland College.

Rachael Large drew youth councillors' attention to the following matters:

- The Chief Executive would be presenting at the next Youth Council meeting and youth councillors were asked to think about any questions they might want to ask.
- A position was available as youth representative on the Arts Council. Fynn Sawyer and Elaine Ang expressed interest in the position.
- The Mayor had asked if youth councillors would like to take part in the annual Blessing of the Fleet on Saturday 16 July 2016 at about noon. Rachael Large said she would contact those who had volunteered.
- The Election 101 session would follow the next Youth Council meeting on 9 June 2016.

There being no further business the meeting ended at 2.51pm.

Confirmed as a correct record of proceedings:

_____ Chairperson _____ Date