



AGENDA

Ordinary meeting of the

Sports and Recreation Committee

**Tuesday 30 May 2017
Commencing at 9.00am
Council Chamber
Civic House
110 Trafalgar Street, Nelson**

Membership: Councillor Tim Skinner (Chairperson), Her Worship the Mayor Rachel Reese, Councillors Ian Barker, Mel Courtney, Kate Fulton, Brian McGurk, Mike Rutledge (Deputy Chairperson) and Stuart Walker

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 4 April 2017

7 - 12

Document number M2475

Recommendation

That the Committee***Confirms the minutes of the meeting of the Sports and Recreation Committee, held on 4 April 2017, as a true and correct record.***

5.2 9 May 2017

13 - 16

Document number M2566

Recommendation

That the Committee***Confirms the minutes of the meeting of the Sports and Recreation Committee, held on 9 May 2017, as a true and correct record.***

6. Status Report - Sports and Recreation - 30 May 2017 **17 - 19**

Document number R7762

Recommendation

That the Committee

Receives the Status Report Sports and Recreation Committee 30 May 2017 (R7762) and its attachment (A1664423).

7. Chairperson's Report

8. Brook Valley Holiday Park Opening - Review **20 - 25**

Document number R7266

Recommendation

That the Committee

Receives the report Brook Valley Holiday Park Opening - Review (R7266) and its attachment (A1753220); and

Refers the report to the Commercial Subcommittee for the inclusion in the campground review.

9. Waahi Taakaro Golf Course feedback on proposed fee changes **26 - 59**

Document number R6977

Recommendation

That the Committee

Receives the report Waahi Taakaro Golf Course feedback on proposed fee changes (R6977) and its attachments (A1713597, A1729043, A1706796 and R4513); and

Notes the feedback received from golf course users (A1706796); and

Confirms that no changes to the existing fees and charges structure for Waahi Taakaro Golf Course be made for the 2017/18 year.

10. Capital Expenditure Programme 2016-17 - Requests for change

60 - 63

Document number R6968

Recommendation

That the Committee

Receives the report Capital Expenditure Programme 2016-17 - Requests for change (R6968).

Recommendation to Council

That the Council

Approves, with respect to project 2909 Queens Gardens toilet, that \$187,403 of current year budget be transferred to 2017-18 to align with the updated construction phasing; and

Approves, with respect to projects 2799 Tahuna Reserve Development fund, 1063 Reserve Development, and 2294 Rutherford Play Space, that \$50,381 from current year budgets is released as savings; and

Approves, with respect to project 3110 Marsden Valley Mountain Bike track stage one, that \$34,500 from current year budget be transferred to 2017-18; and

Approves, with respect to project 3111 The Brook Mountain Bike Hub, that \$30,000 from current year budget be transferred to 2017-18.

PUBLIC EXCLUDED BUSINESS

11. Exclusion of the Public

Recommendation

That the Committee

Excludes the public 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	Sports and Recreation Committee Meeting - Public Excluded Minutes - 4 April 2017	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 - Sports and Recreation - Public Excluded - 30 May 2017	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 - Omnibus Report	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)

12. Re-admittance of the public

Recommendation

That the Committee

Re-admits the public to the meeting.

Note:

- **Youth Councillors Luke Wilkes and Josephine Ripley will be in attendance at this meeting.**

Minutes of a meeting of the Sports and Recreation Committee

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

On Tuesday 4 April 2017, commencing at 9.00am

Present: Councillor T Skinner (Chairperson), Her Worship the Mayor R Reese, Councillors I Barker, M Courtney, K Fulton, M Rutledge (Deputy Chairperson) and S Walker

In Attendance: Councillor P Matheson, Chief Executive (C Hadley), Group Manager Infrastructure (A Louverdis), Group Manager Community Services (C Ward), Group Manager Corporate Services (N Harrison), Property Legal Executive (A Millard), Property Parks and Facilities Assets Manager (A Petheram), Administration Adviser (J McDougall) and Youth Councillors (J Stallard and J Morgan)

Apologies: Councillor B McGurk for attendance and Councillor K Fulton for lateness

1. Apologies

Resolved SPO/2017/033

That the Committee

Receives and accepts apologies from Councillor B McGurk for attendance and Councillor K Fulton for lateness.

Skinner/Barker

Carried

Attendance: Councillor K Fulton joined the meeting at 9.03am.

2. Confirmation of Order of Business

There were no changes to the order of business.

3. Interests

There were no updates to the Interests Register.

Councillor Barker declared an interest in item 8 (Network Tasman Easements – Railway Reserve, Nelson Airport and Highview Reserve) on the Public Agenda and item 5 (Brook Valley Motor Camp and Tahuna Beach Holiday Park – guidance for lease tenders) on the Public Excluded Agenda.

4. Public Forum

There was no public forum.

5. Confirmation of Minutes

5.1 21 February 2017

Document number M2346, agenda pages 7 - 16 refer.

Resolved SPO/2017/034

That the Committee

Confirms the minutes of the meeting of the Sports and Recreation Committee, held on 21 February 2017, as a true and correct record.

Barker/Rutledge

Carried

6. Status Report - Sports and Recreation - 4 April 2017

Document number R7444, agenda pages 16 - 22 refer.

Resolved SPO/2017/035

That the Committee

Receives the Status Report Sports and Recreation Committee 4 April 2017 (R7444) and its attachment (A1664423).

Barker/Walker

Carried

7. Chairperson's Report

The Chair gave a brief verbal report, focussing on the Trafalgar Centre improvements and the forthcoming family day to be held at the Trafalgar Centre.

Group Manager Community Services, Chris Ward, answered a question about Trafalgar Centre marketing.

Attendance: Councillor Fulton left the meeting from 9.11am to 9.12am. Her Worship the Mayor joined the meeting at 9.13am.

Resolved SPO/2017/036

That the Committee

Receives the oral Chairperson's report.

Skinner/Fulton

Carried

Attendance: Councillor Barker declared an interest and left the table at 9.15am.

RECREATION AND LEISURE

8. Network Tasman Easements - Railway Reserve, Nelson Airport and Highview Reserve

Document number R7243, agenda pages 23 - 33 refer.

Property Legal Executive, Alison Millard presented the report. Ms Millard noted that she had spoken to Property Parks and Facilities Assets Manager, Andrew Petheram, in relation to Highview Reserve, and he had suggested that the power lines be put underground if possible.

Resolved SPO/2017/037

That the Committee

Receives the report Network Tasman Easements - Railway Reserve, Nelson Airport and Highview Reserve (R7243) and its attachments (A1725409, A1730653 and A1725412).

Fulton/Courtney

Carried

Recommendation to Council SPO/2017/038

That the Council

Grants the easement in gross, meaning granting the easement to Nelson City Council rather than to property, in favour of Network Tasman Limited over the area shown on the plan marked "A" (Attachment One, A1725409) of the Railway Reserve with all legal costs associated with the easement over Railway Reserve to be met by Proper Snack Foods Limited; and

Grants the easement in gross, meaning granting the easement to Nelson City Council rather than to property, in favour of Network Tasman Limited over the area shown on the plan marked "B" (Attachment Two, A1730653) of the Nelson

Airport with all legal costs associated with the easement over the Airport to be met by Nelson Airport as tenant; and

Grants the easements in gross, meaning granting the easement to Nelson City Council rather than to property, in favour of Network Tasman Limited over the area on the plan marked "C" (Attachment Three, A1725412) of the Highview Reserve with all legal costs associated with the easements over Highview Reserve to be met by KB Quarries Limited; and

In relation to Highview Reserve, asks the Chief Executive to liaise with the landowner, and ascertain if undergrounding of the lines is possible, to report to Council 4 May 2017; and

Confirms the easements be agreed to under section 48(1) (d) of the Reserves Act 1977, acting pursuant to a delegation from the Minister of Conservation.

Fulton/Courtney

Carried

Attendance: Councillor Barker returned to the table at 9.28am.

9. Exclusion of the Public

Resolved SPO/2017/039

That the Committee

Excludes the public 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:

Barker/Walker

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	Sports and Recreation	Section 48(1)(a)	The withholding of the information is necessary:

Item	General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Particular interests protected (where applicable)
	Committee Meeting - Public Excluded Minutes - 21 February 2017	The public conduct of this matter would be likely to result in disclosure of information for which good reason exists under section 7.	<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 - Sports and Recreation - 4 April 2017	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	Brook Valley Motor Camp and Tahuna Beach Holiday Park - guidance for lease tenders	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 9.29am and resumed in public session at 11.22am.

10. Re-admittance of the Public

Resolved SPO/2017/040

That the Committee

Re-admits the public to the meeting.

Walker/Courtney

Carried

There being no further business the meeting ended at 11.23am.

Confirmed as a correct record of proceedings:

_____ Chairperson _____ Date

Minutes of a meeting of the Sports and Recreation Committee

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

On Tuesday 9 May 2017, commencing at 1.34pm

Present: Councillor T Skinner (Chairperson), Her Worship the Mayor R Reese, Councillors I Barker, M Courtney, K Fulton, B McGurk, M Rutledge (Deputy Chairperson) and S Walker

In Attendance: Chief Executive (C Hadley), Group Manager Corporate Services (N Harrison), Property Parks and Facilities Asset Manager (A Petheram), Team Leader Property (P Hunter) and Administration Adviser (S Burgess)

Apology: Councillor K Fulton for lateness

1. Apologies

Resolved SPO/2017/041

That the Committee

Receives and accepts the apology from Councillor Fulton for lateness.

Courtney/Walker

Carried

2. Confirmation of Order of Business

The Chairperson advised of one late item for the meeting, and that the following resolution needed to be passed for the item to be considered:

2.1 Network Tasman Easement - Highview Reserve

Resolved SPO/2017/042

That the Committee

Considers the item regarding Network Tasman Easement - Highview Reserve at this meeting as

a major item not on the agenda, pursuant to Section 46A(7)(a) of the Local Government Official Information and Meetings Act 1987, to enable a timely decision to be made.

Walker/Courtney

Carried

Attachments

1 Sports and Recreation Committee 09May2017 - Late Item R7664

3. Interests

There were no updates to the Interests Register.

Councillor Barker declared an interest in the report Network Tasman Easement – Highview Reserve report.

4. Confirmation of Minutes - 21 February 2017

Document number M2344, agenda pages 5 - 9 refer.

Resolved SPO/2017/044

That the Committee

Confirms the minutes of the meeting of the Sports and Recreation Committee to Hear Submissions to the Proposed Reserve Revocation – Emano East Reserve, held on 21 February 2017, as a true and correct record.

Walker/Skinner

Carried

Attendance: Councillor Barker declared an interest and sat back from the table at 1.39pm.

5. Network Tasman Easement - Highview Reserve

Document number R7664, late items agenda pages 2 - 7 refer.

Attendance: Councillor Fulton joined the meeting at 1.44pm.

Property Legal Executive, Alison Millard, presented the report and responded to questions.

Resolved SPO/2017/045

That the Committee

Receives the report Network Tasman Easement - Highview Reserve (R7664) and its attachments (A1755625 and A1755616).

McGurk/Courtney

Carried

Recommendation to Council SPO/2017/046

That the Council

Grants the easement in gross, meaning granting the easement to Network Tasman Limited rather than to property, in favour of Network Tasman Limited over the area shown on the plan marked "V" (A1755616) of the Highview Reserve with all legal costs associated with the easements over Highview Reserve to be met by KB Quarries Limited; and

Confirms the easements be agreed to under section 48(1) (d) of the Reserves Act 1977, acting pursuant to a delegation from the Minister of Conservation.

McGurk/Courtney

Carried

Attendance: Councillor Barker returned to the table at 1.51pm.

6. Emano East Reserve Revocation - Deliberations Report

Document number R7657, agenda pages 10 - 34 refer.

Team Leader Property, Peter Hunter, presented the report and responded to questions.

Resolved SPO/2017/047

That the Committee

Receives the report Emano East Reserve Revocation - Deliberations Report (R7657) and its attachments (A1715601 and A1750246), and

Receives two further submissions (12229 and 12239) (A1745390) that were not made available at the Hearing on 21 February 2017.

Fulton/Walker

Carried

Attendance: Her Worship the Mayor left the meeting at 2.28pm.

Property Parks and Facilities Asset Manager, Andrew Petheram, and Group Manager Strategy and Environment, Clare Barton, responded to further questions.

Points were raised regarding the importance of green space, biodiversity, connections, community feedback, future development in the area, and the small number of properties that could be developed on the land.

Councillor Fulton, seconded by Councillor Courtney, moved a motion:

That the Council

Approves that, having considered the community feedback, the Recreation Reserve status of Emano East Reserve (Lot 1 DP4341) is retained; and

Agrees that the matter be forwarded to the appropriate committee to consider the role of Emano East Reserve (Lot 1 DP4341) in enhancing biodiversity and Council's Out and About Strategy.

Attendance: Councillor Rutledge left the meeting from 2.53pm to 2.55pm.

Committee members considered the relatively low potential sale price of the land, the potential costs of sale, and the possible impact on limiting walking and cycling options. The majority of Committee members expressed views that the sale of Emano East Reserve land did not seem in the best interests of the Nelson community.

Following discussion as to whether the second clause of the motion was essential, the mover and seconder agreed to withdraw this clause.

Recommendation to Council SPO/2017/048

That the Council

Approves that, having considered the community feedback, the Recreation Reserve status of Emano East Reserve (Lot 1 DP4341) is retained.

Fulton/Courtney

Carried

There being no further business the meeting ended at 3.07pm.

Confirmed as a correct record of proceedings:

_____ Chairperson _____ Date

Status Report - Sports and Recreation - 30 May 2017

1. Purpose of Report

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

2. Recommendation

That the Committee

Receives the Status Report Sports and Recreation Committee 30 May 2017 (R7762) and its attachment (A1664423).

E-J Ruthven
Administration Adviser

Attachments

- Attachment 1: A1664423 - Sports and Recreation Committee Status Report - 30 May 2017 [↓](#)

Outstanding Actions

Status Report - Sports and Recreation Committee – 30 May 2017

MEETING DATE	SUBJECT	MOTION	RESPONSIBLE OFFICER	COMMENTS
23 July 2015	Reserve Management Plan: Sports Ground Reserves	<p>Resolved CL/2015/025</p> <p><u>THAT</u> a Reserve Management Plan for the Sports Ground Reserves is developed under The Reserves Act 1977 for the provision of areas for recreation and sporting activities, and the physical welfare and enjoyment of the public.</p> <p><u>Note:</u> This item was moved from the Council Status Report to the Sports and Recreation Committee Status Report in December 2016.</p>	Jane Loughnan	A report regarding classification of land will be included on the agenda for the next meeting. This will allow further work to proceed on the Reserve Management Plan. Ongoing
24 March 2016	Nelson Marina Strategy	<p>Resolved CL/2016/053</p> <p><u>THAT</u> the draft Nelson Marina Strategy (A1498122) be received;</p> <p><u>AND THAT</u> fees and charges at the Marina be increased as from 1 July 2016 as per the Consumer Price Index;</p> <p><u>AND THAT</u> the Marina Development Levy be discontinued as from 1 July 2016;</p> <p><u>AND THAT</u> an unbudgeted amount of \$30,000 be provided in the Marina Opex Account in 2015/16 to remedy existing health and safety risks;</p> <p><u>AND THAT</u> the draft Nelson Marina Strategy (A1498122) be work shopped with the Marina users, other key stakeholders, and interested parties and reported back to a future Community Services Committee prior to adoption.</p> <p><u>Note:</u> This item was moved from the Council Status Report to the Sports and Recreation Committee Status Report in December 2016.</p>	Andrew Petheram	The Marina Advisory Group is continuing to work through the draft Marina Strategy with particular emphasis on the future of the proposed Sea Sports building, the boat ramp and the undeveloped land surrounding the hardstand. Ongoing

Outstanding Actions

Status Report - Sports and Recreation Committee – 30 May 2017

MEETING DATE	SUBJECT	MOTION	RESPONSIBLE OFFICER	COMMENTS
14 April 2016	Community Services Fees and Charges	<p>Resolved CS/2016/001</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 R4753 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><i><u>Note:</u> This item was moved from the Community Services Committee Status Report to the Sports and Recreation Committee Status Report in February 2017.</i></p>	Peter Anderson	<p>Golf Course: A report is on this agenda Complete</p> <p>Trafalgar Centre: Complete</p>
28 July 2016	Management of Waahi Taakaro	<p>Resolved CL/2016/230</p> <p><u>THAT</u> 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 and completion of consultation with club and non-club members in regards to the proposed fee and concession structure.</p> <p><i><u>Note:</u> This item was moved from the Council Status Report to the Sports and Recreation Committee Status Report in December 2016.</i></p>	Chris Ward	<p>Report on this agenda deals with this matter. No changes to current fee and concession structure are proposed. Complete</p>

Brook Valley Holiday Park Opening - Review

1. Purpose of Report

- 1.1 To consider whether the Brook Valley Holiday Park remains open following review of the summer trade (16 December, 2016– 31 March, 2017)

2. Recommendation

That the Committee

Receives the report Brook Valley Holiday Park Opening - Review (R7266) and its attachment (A1753220); and

Refers the report to the Commercial Subcommittee for the inclusion in the campground review.

3. Background

- 3.1 The Brook Valley Holiday Park (BVHP) was closed to casual campers in February 2014. The future direction of the holiday park has been waiting on the Brook Reserve Management Plan, which was adopted in principle only, by Council on 15 October 2015.
- 3.2 At the Council meeting on 15 December 2016, recommendations were put to Council to consider the options and costs associated with the potential opening of the BVHP.
- 3.3 Three options were presented: 1. Limited opening (camp sites only) 2. A full reopening (camp sites and cabins) 3. The camp remains closed to casual campers.
- 3.4 Council resolved to support a full reopening of the BVHP, (option 2) being all camp sites and cabins.
- 3.5 Council approved an unbudgeted capital expenditure of \$16,000, and \$38,000 operational expenditure.

- 3.6 A rate of \$10 per night for freedom campers, was approved.
- 3.7 Council requested a review be undertaken at the end of the first quarter, 31 March 2017.

4. Discussion

- 4.1 The BVHP was fully opened on 16 December 2016, following the resolution by Council.

Current Operation

- 4.1.1 The day to day running of the camp is by a Camp Manager, employed by Council. The Camp Manager is supported by one other person, who is currently on contract from Nelmac. The manager and staff member provide backup for each other as required, and undertake all administrative and cleaning duties.
- 4.1.2 Nelmac provides maintenance services (mowing, recycling and refuse collection)
- 4.1.3 Nelson Cleaning Services were engaged to manage the extra cleaning of the ablution blocks and cabins. This was as a result of the increase of visitors, following the December 2016 reopening.
- 4.1.4 There was limited marketing, due to the short notice to open the camp, therefore the demand to use the camp during this period could be considered relatively light.
- 4.1.5 Currently there are 19 semi – permanent residents in the camp.

Budget Allocation

- 4.1.6 Council allocated \$16,000 (CAPEX) in December 2016. The camp purchased two new washing machines and fridge, upgraded the electrical safety on the camp power boxes and purchased smoke detectors, to ensure electrical compliance and safety. The cost of this upgrade totalled \$13,937.

Council allocated \$38,000 operational expenses in December 2016, for the cost of extra security, required during the holiday period.

Security

- 4.1.7 Security manned the camp 24 hours a day from 26 December 2016 to 7 January 2017. The security was scaled back to nights only (7pm–7am) from 7 January – 7 February 2017. As from 7 February security was returned to just their nightly routine visits. The decision to scale back security service was based on the drop off of visitors to the camp, therefore a limited risk to staff, residents and visitors.
- 4.1.8 Security reported that there were no serious incidents throughout the holiday period.

Visitor Statistics & Income

- 4.1.9 The BVHP was limited to marketing through the Council website, Rankers (online travel reviews) Campermate (travel app) and the I- site.
- 4.1.10 Visitor numbers from 16 December 2016 to 31 March 2017; Total visitors included 596 persons, staying 668 nights. A total income of \$15,320 was achieved over the quarter. Refer to Attachment 1 A1753220
- 4.1.11 The BVHP was open to freedom campers. Figures would suggest that the uptake by freedom campers was minimal, however it is difficult to determine if a visitor to the camp is a freedom camper, or otherwise.

Operational expenses

- 4.2 The cost of cleaning increased as a result of the cabins being open and extra demand on the toilets and kitchen facilities. The cost of cleaning 16 December 2016 – 31 March 2017, was \$6,384.
- 4.3 The cost of rubbish removal also increased. The cost of rubbish removal 16 December 2016 – 31 March 2017 was \$3,837.
- 4.3.1 The total cost of security during the period, totalled \$17,402
- 4.3.2 The income received from cabins alone totalled \$5,070. All other income was derived from car, tent or campervans.

5. Options

- 5.1 It is recommended that The Brook Valley Holiday Park should remain open pending decisions about the campgrounds in Nelson. The Commercial Subcommittee will consider the 17a review of campgrounds at its meeting on 27 June 2017.

Option 1: BVHP park remains open (Status Quo)	
Advantages	<ul style="list-style-type: none"> The camp offers an alternate affordable option for camping in Nelson City. Freedom campers are welcome The potential for increased income could be realised through future marketing. Public perception is likely to be positive.
Risks and Disadvantages	<ul style="list-style-type: none"> The camp is old, therefore further expenditure may be required to ensure it is maintained. The condition of the facilities may not meet user/customer experiences Increased operational costs expected to maintain, and clean the camp. Reputational damage to Nelson City Council

	<p>due to offering unsatisfactory facilities</p> <ul style="list-style-type: none"> • An expected additional cost to market the camp
Option 2: BVHP closes to casual campers	
Advantages	<ul style="list-style-type: none"> • No further impact on existing budget. No increase in budget required. • No additional staffing resources • No advertising or marketing required.
Risks and Disadvantages	<ul style="list-style-type: none"> • The facilities remain underutilised • Negative public opinion

6. Conclusion

- 6.1 The Brook Valley Holiday Park is considered a viable alternative to camping in Nelson. The camp performed reasonably well over the holiday period, as an asset and provided the basic necessities for campers. The cabins were presented in a clean and functional state. The realisation of the impact of visitors to the camp is difficult to ascertain due to minimal advertising and little marketing.
- 6.2 Operational costs to allow the BVHP to remain open haven't been included in the draft 2017/18 annual plan.
- 6.3 Further organisational decisions are required to determine the future status of the Brook Valley Holiday Park, therefore the Camp should remain as the status quo, pending a wider review of Nelson City Council camp grounds.

Gary Alsop
Team Leader Facilities

Attachments

Attachment 1: A1753220 - Brook Valley Holiday Park statistics - Summer period [↓](#)

Important considerations for decision making	
1. Fit with Purpose of Local Government	Campgrounds are local infrastructure that provide, a service to the semi – permanent residents and visitors to Nelson. The services provided at the Brook Valley Holiday Park are of an appropriate standard for the levels of use, thus provided cost - effectiveness.
2. Consistency with Community Outcomes and Council Policy	The recommendation is consistent with the Community Outcomes of Council to ensure we are meeting with the current and future needs of our community. In particular, <p>“Our communities have access to a range of social, educational and recreational facilities and activities where we have high quality and accessible recreation, education, health and community facilities.”</p>
3. Risk	The risk is reputational. 1. The risk to not keep the camp open could result in a negative response from the community. 2. The facility may not meet the standards of what could be expected by users.
4. Financial impact	The impact of remaining open in the short term will have minimal impact on the current budgets.
5. Degree of significance and level of engagement	This matter is of low significance because the camp is already open. No further consultation would be required. Consultation has already occurred during the development of the Brook Reserve Management Plan.
6. Inclusion of Māori in the decision making process	No specific consultation has been undertaken with Maori
7. Delegations	The Sports and recreation Committee has the responsibility for campgrounds including the Brook Valley Holiday Park.

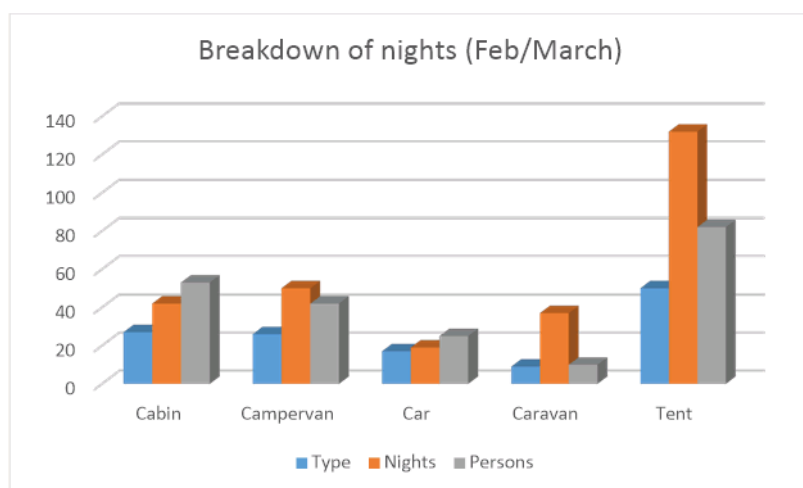
Statistics for the Brook Valley Holiday Park

Month	Nights	Adults	Child	Income
December	115	115	18	\$ 3,365.00
January	269	216	27	\$ 6,223.00
February	180	130	3	\$ 3,335.00
March	104	83	4	\$ 2,397.00
Total	668	544	52	\$ 15,320.00

Breakdown of statistic below only capture type of accommodation for the February and March period only. Type of accommodation wasn't captured for Dec/Jan.

Breakdown of accommodation February /March only

Type	Nights	Persons
Cabin	27	42
Campervan	26	50
Car	17	19
Caravan	9	37
Tent	50	132



Waahi Taakaro Golf Course feedback on proposed fee changes

1. Purpose of Report

- 1.1 To consider feedback from the community on proposed changes to Waahi Taakaro golf course fees

2. Recommendation

That the Committee

Receives the report Waahi Taakaro Golf Course feedback on proposed fee changes (R6977) and its attachments (A1713597, A1729043, A1706796 and R4513); and

Notes the feedback received from golf course users (A1706796); and

Confirms that no changes to the existing fees and charges structure for Waahi Taakaro Golf Course be made for the 2017/18 year.

3. Background

- 3.1 At its meeting on 28 July 2016, Council resolved:

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 and completion of consultation with club and non-club members in regards to the proposed fee and concession structure.

- 3.2 The prior report is attached for information.
- 3.3 A change had been proposed to the fee structure that would see 3, 6 and 12 monthly concession passes being replaced by 5, 10 and 20 round passes. One of the main reasons for this change was to address the conflict between Council and the club. The concession pass system

disincentivises club membership due to the price difference. Club membership costs \$500 per annum (18 hole) or \$410 per annum (9 hole). Concession passes cost \$345 for 12 months, \$230 for 6 months and \$138 for 3 months.

- 3.4 Consultation with golf course users has now been undertaken and needs to be considered by Council. A short survey was drafted and circulated to club members and players who have registered contact details as concession card holders. Surveys were also distributed from the pro shop and were available through the Council's website.
- 3.5 A summary of feedback received is attached (attachment 1), along with copies of all feedback received (attachment 2). Also attached is feedback from the current contractor at the course (attachment 3).
- 3.6 As identified in the previous report (attachment 4), the community outcomes the Council and Club wish to achieve through the use and preservation of the Course are to:
 - Provide the opportunity to play golf to Nelson residents and visitors at affordable prices.
 - Provide a place where Nelson residents can go to exercise and relax, thereby encouraging a healthy lifestyle.
 - Preserve the beautiful setting of the golf course and provide easy access to some of Nelson's parks and reserves.
 - Provide a public golf course close to the city.
 - Encourage youth and other Nelson residents to learn to play golf.
 - Provide local businesses and groups with an opportunity to have days out close to the city.
 - Generate sufficient revenue to not overburden the ratepayer.
 - Continue the heritage and traditions of the Club.
 - Provide a meeting place and social activities for a community of interest.

4. Feedback received

- 4.1 Feedback has been split into two for comparison – feedback from members of Waahi Taakaro Golf Club and feedback from non-members.

Feedback from Club members

- 4.2 Overall, amongst the 51 Club members who responded:
 - 41 played once per week or more frequently (87%)

- The majority described the condition of the course as good (69%)
- Course booking responses were split across the full range from poor to excellent, with a majority rating them as good (36%) or average (31%)
- The majority of members described the amenities as good (40%) or average (34%)
- 50% felt the course offered good value for money, 29% excellent value for money
- Pro shop service was rated average by 30% of members, below average (32%) and poor (26%)
- Responses on course etiquette varied, with 20% rating it as good 40% as average and 26% as below average
- All respondents were male. 8% aged 26-44, 36% aged 45-64 and 56% aged over 65.

4.3 Club members would not normally be required to pay green fees, as their membership gives them access to the course. When asked how they felt about alternative payment structures, there was a slight preference for multi round passes over green fees and multi-month concessions.

4.4 Comments made by members in the free text boxes covered a variety of topics including course maintenance; the pro-shop; and course etiquette.

Feedback from other users

4.5 Feedback from 43 respondents who are not members of Waahi Taakaro Golf Club is summarised as follows:

- 36 of the respondents (90%) reported playing golf once per week or more often
- The majority described the condition of the course as Good (69%)
- 59% rated course booking as good, 26% as excellent.
- The majority of non-members described the amenities as good (56%) or average (28%)
- 46% felt the course offered excellent value for money, 33% good value for money, with the remaining 21% feeling it offered average value for money.
- Pro shop service was rated good by 37% of respondents, excellent by 24%, average by 16% and below average by 16%
- 63% rated course etiquette as good, 18% as average.

- The majority of respondents were male (88%).
- 10% were aged 26-44, 56% aged 45-64 and 33% aged over 65.

- 4.6 A strong preference was recorded for the continuing use of 3, 6 and 12 month concession cards, with 74 % of respondents to that question indicating they would definitely use them. Opinion was split on the use of multi round passes with definitely at 16%, likely at 27%, unlikely at 22% and never at 35%.
- 4.7 A range of views was expressed by respondents in the free text boxes including: requests to leave fee structure as is, reluctance to being forced to join the club, concerns re additional costs if fee structure is changed.

5. Discussion

- 5.1 Clear concerns have been raised by golfers who are not club members about the impact of changes to the fee structure on their ability to be able to afford the cost of playing golf. This point is also made by the current contractor.
- 5.2 The intent of proposed changes to the fee structure was to remove competition between the contractor and the club. The ability to buy 12 month concession cards for a cost that is significantly less than club membership costs is likely to drive club membership down. An active and healthy club membership is more likely to deliver social outcomes than a club with few members.
- 5.3 However, there are clearly perceived issues with club membership for some non-club members. This perception can only be addressed by the club itself demonstrating the value proposition as to why people should join the club.
- 5.4 In the meantime it is recommended that the option to introduce multi-round passes is not pursued at this time.
- 5.5 Instead it is suggested that Council retains the existing fees and charges structure, ie including 3, 6 and 12 monthly concession cards.
- 5.6 The current contract for management of the course will expire on 30 June 2017. Officers do not consider that there is a need to change the level of fees charged for the 2017/18 year. It is noted that increasing the charges was suggested by three respondents (non-members) and this will be considered for future years once the new contract is in place.

6. Options

- 6.1 It was previously suggested that Council proposed changing the fee structure to replace multi-month concession cards with multi-round cards. Based on the feedback received, it can either go ahead with this proposal, or retain the current structure.

Option 1: Confirm change of fee structure to replace multi-month concession cards with multi round passes	
Advantages	<ul style="list-style-type: none"> • Removes competition with club membership
Risks and Disadvantages	<ul style="list-style-type: none"> • Many current concession card holders don't want to join the club and may stop playing altogether • May result in loss of players due to cost • Particularly impacts on older adults with limited financial resources
Option 2: Retain current structure including multi-month concession cards	
Advantages	<ul style="list-style-type: none"> • Allows affordable access to golf course for all residents
Risks and Disadvantages	<ul style="list-style-type: none"> • May impact on number of club members • Some concession card holders are paying very low per round rates and contributing little to course operations and maintenance

- 6.2 It is recommended that the current structure be retained with the levels reviewed in the 2017/18 year.

7. Conclusion

- 7.1 Feedback has been received on the proposed changes to the golf course fee structure. Based on that feedback it is recommended that no changes are made to the structure at this time.

Chris Ward
Group Manager Community Services

Attachments

- Attachment 1: A1713597 - Summary of feedback received (*Circulated separately*) →
- Attachment 2: A1729043 - Waahi Taakaro Golf Survey Feedback 2017 (*Circulated separately*) →
- Attachment 3: A1706796 - Waahi Taakaro Golf Course Survey - Total feedback (*Circulated separately*) →
- Attachment 4: R4513 - Previous Report - Management of Waahi Taakao Golf Course 7 July 2016 ↓

Important considerations for decision making	
1. Fit with Purpose of Local Government	The provision of a golf course is a discretionary activity of Council. It is local recreational infrastructure that allows affordable access to a sport for residents, and also contributes to the City's visitor offering.
2. Consistency with Community Outcomes and Council Policy	This decision is consistent with Community Outcomes of Our communities have access to a range of social, educational and recreational facilities and activities, and Our Council provides leadership and fosters partnerships, a regional perspective, and community engagement.
3. Risk	There is a low risk that this will impact on the relationship with the Waahi Taakaro Golf Club, which has indicated a preference for changing the fee structure.
4. Financial impact	The recommendation is to continue with status quo which is accommodated in existing budgets.
5. Degree of significance and level of engagement	This matter is of low significance as it is a budgeted activity. Engagement with golf course users has taken place.
6. Inclusion of Māori in the decision making process	Maori have not been involved in the decision making process.
7. Delegations	The Sports and Recreation Committee has the responsibility for considering matters in relation to Recreation and Leisure Facilities and Services. The Committee has the power to decide on this matter as it is a budgeted activity within the Long Term Plan.

Previous Report



Community Services Committee

7 July 2016

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.

R4513

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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

Previous Report

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.

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- 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.

Previous Report

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:

R4513

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'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

Previous Report

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, electrol 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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Capital Expenditure Programme 2016-17 - Requests for change

1. Purpose of Report

- 1.1 To seek approval for changes to capital projects and/or expenditure for projects within the Sports and Recreation Committee's areas of responsibility.

2. Recommendation

That the Committee

Receives the report Capital Expenditure Programme 2016-17 - Requests for change (R6968).

Recommendation to Council

That the Council

Approves, with respect to project 2909 Queens Gardens toilet, that \$187,403 of current year budget be transferred to 2017-18 to align with the updated construction phasing; and

Approves, with respect to projects 2799 Tahuna Reserve Development fund, 1063 Reserve Development, and 2294 Rutherford Play Space, that \$50,381 from current year budgets is released as savings; and

Approves, with respect to project 3110 Marsden Valley Mountain Bike track stage one, that \$34,500 from current year budget be transferred to 2017-18; and

Approves, with respect to project 3111 The Brook Mountain Bike Hub, that \$30,000 from current year budget be transferred to 2017-18.

3. Requests for Change

Project 2909 Queens Gardens toilet upgrade

- 3.1 This is a multi-year project that commenced in 2015-16 to design and construct a new toilet block in the Queens Gardens horticultural park. The current project stage is procurement and construction, with budget phasing of:

2016-17: \$202,403

- 3.2 The construction work was recently tendered and no conforming tenders were received. An amended procurement process is required, however overall timing has been affected and the construction will not now complete in the current year as planned.

- 3.3 Approval is sought to adjust the construction timing and associated budget, transferring \$187,403 of current year budget to 2017/18.

- 3.4 If approved, the new budget phasing will be:

2016-17: \$15,000

2017-18: \$187,403

4. Projects with Budget Underspend

Project 2799 Tahuna Reserve Development fund

- 4.1 The project has completed with savings of \$5,381 achieved.

Project 1063 Reserve Development

- 4.2 The project has completed with savings of \$15,000 achieved.

Project 2294 Rutherford Play Space

- 4.3 The project has been put on hold, with future project phasing to be considered through the Long term Plan 2018-28. There is an unspent budget of \$30,000 in the current year, and approval is sought to release this budget.

Project 3110 Marsden Valley Mountain Bike track stage one

- 4.4 The project was on hold until December 2016, and full scope will not be achieved this year. There will be unspent budget of \$34,500 in the current year. Approval is sought to carry forward \$34,500 into 2017-18 to continue with project delivery.

Project 3111 The Brook Mountain Bike Hub

- 4.5 Officer resource for this project was initially unavailable, and full scope will not be achieved this year. There will be unspent budget of \$30,000 in the current year. Approval is sought to carry forward \$30,000 into 2017-18 to continue with project delivery.

5. Conclusion

- 5.1 The approval sought for budget carry forward will enable project delivery to continue in 2071-18.

Arlene Akhlaq
Project Management Adviser

Attachments

Nil

Important considerations for decision making	
1. Fit with Purpose of Local Government	<p>Providing core infrastructure is a good fit with the purpose of Local Government.</p> <p>The proposed changes in phasing support efficient and effective delivery of these projects.</p>
2. Consistency with Community Outcomes and Council Policy	<p>The recommendation for project 2909 Queens Gardens toilet upgrade amends the phasing of the Long Term Plan budget.</p> <p>The recommendation for release and transfer of budget savings represents minor amendments to the Long Term Plan budget.</p>
3. Risk	<p>The recommendation for project 2909 Queens Gardens toilet upgrade reduces risk by enabling the construction scheduled to be achieved.</p> <p>The recommendation for transfer of budget savings supports risks management and mitigation across a number of projects</p>
4. Financial impact	<p>No additional budget is requested.</p>
5. Degree of significance and level of engagement	<p>Re-phasing these budgets is of low significance as it is a change of timing to planned and approved expenditure, therefore no engagement is required. The impact of releasing the budget savings noted in this report has a low impact on Council debt and the level of rates, therefore no further engagement is required.</p>
6. Inclusion of Māori in the decision making process	<p>Maori have not been consulted on the specifics in this report.</p>
7. Delegations	<p>The Sports and Recreation Committee has the responsibility for parks and reserves, and for the development of any building relating to parks and reserves, and has the power to consider matters within these areas of responsibility, and the power to recommend adoption by Council.</p>