



**Notice of the Ordinary meeting of**

## **Strategic Development and Property Subcommittee**

***Te Kōmiti Āpiti, Rautaki / Rawa***

Date:	Thursday 21 October 2021
Time:	9.00a.m.
Location:	Council Chamber Civic House 110 Trafalgar Street, Nelson

## **Agenda**

### ***Rārangi take***

**Chairperson**

**Members**

Cr Gaile Noonan  
Her Worship the Mayor Rachel Reese  
Councillors Yvonne Bowater  
Cr Trudie Brand  
Cr Tim Skinner  
Mr John Murray  
Mr John Peters

**Quorum: 4**

**Pat Dougherty  
Chief Executive**

Nelson City Council Disclaimer

Please note that the contents of these Council and Committee agendas have yet to be considered by Council and officer recommendations may be altered or changed by the Council in the process of making the formal Council decision. For enquiries call (03) 5460436.

***Excerpt from Nelson City Council Delegations Register  
(A11833061)***

**Strategic Development and Property Subcommittee**

**Areas of Responsibility**

- Haven Precinct
- Marina Precinct
- Campgrounds
- Strategic properties, as identified in the Property and Facilities Activity Management Plan, excluding
  - Civic House (a matter for Council); and
  - Properties within the Riverside Precinct (a matter for Council)
- Commercial development proposals

**Powers to Decide**

- Appointment of a deputy Chair
- Developing, monitoring and reviewing strategies, policies and plans, with final versions to be recommended to Council for approval
- Undertaking informal community engagement on matters within the areas of responsibility

**Powers to Recommend to Council**

- Approval of final versions of strategies, policies and plans
- All other matters within the areas of responsibility or any other matters referred to it by Council

For the Terms of Reference for the Strategic Development and Property Subcommittee, please refer to document A2505915.

**Karakia and Mihi Timatanga**

**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**

4.1 Vining Investment Properties - Marina Development Plan

Tony Vining, from Vining Investment Properties, will speak on the Marina Development Plan.

4.2 Tahuna Beach Camp Incorporated - Support for the Proposed Lease

Dennis Christian, Board Chairman of the Tahuna Beach Camp Incorporated, will speak in support for the proposed lease.

**5. Confirmation of Minutes**

5.1 3 August 2021

**7 - 11**

Document number M18843

Recommendation

***That the Strategic Development and Property Subcommittee***

- 1. Confirms the minutes of the meeting of the Strategic Development and Property Subcommittee, held on 3 August 2021, as a true and correct record.***

**6. Chairperson's Report 12 - 12**

Document number R26323

Recommendation

***That the Strategic Development and Property Subcommittee***

- 1. Receives the report Chairperson's Report.***

**7. Tahuna Beach Camp - Approval to Lease Campground to the Tahuna Beach Camp Incorporated 13 - 85**

Document number R26188

Recommendation

***That the Strategic Development and Property Subcommittee***

- 1. Receives the report Tahuna Beach Camp - Approval to Lease Campground to the Tahuna Beach Camp Incorporated (R26188 and its attachments (A2710240, A2761223, A2759459);***

Recommendation to Council

***That the Council***

- 1. Approves the leasing of the Tahuna Beach Camp to the Tahuna Beach Camp Incorporated Society for an initial term of eleven (11) years with two (2) rights of renewal of eleven (11) years each with renewals dependent on the Lessor and Lessee agreeing the annual base fee and gross income percentage***

**8. Brook Valley Holiday Park compliance capital works progress update 86 - 92**

Document number R26269

Recommendation

***That the Strategic Development and Property Subcommittee***

- 1. Receives the report Brook Valley Holiday Park compliance capital works progress update (R26269) and its attachment (A2750279).***



## CONFIDENTIAL BUSINESS

### 9. Exclusion of the Public

Recommendation

***That the Strategic Development and Property Subcommittee***

- 1. Excludes the public from the following parts of the proceedings of this meeting.***
- 2. 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	<b>Strategic Development and Property Subcommittee Meeting - Confidential Minutes - 3 August 2021</b>	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"><li>• Section 7(2)(h) To enable the local authority to carry out, without prejudice or disadvantage, commercial activities</li><li>• Section 7(2)(i) To enable the local authority to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)</li></ul>
2	<b>Status Report Update - Confidential Items</b>	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"><li>• Section 7(2)(a) To protect the privacy of natural persons, including that of a deceased person</li><li>• Section 7(2)(h)</li></ul>

<b>Item</b>	<b>General subject of each matter to be considered</b>	<b>Reason for passing this resolution in relation to each matter</b>	<b>Particular interests protected (where applicable)</b>
			<p>To enable the local authority to carry out, without prejudice or disadvantage, commercial activities</p> <ul style="list-style-type: none"> <li>• Section 7(2)(i) To enable the local authority to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)</li> </ul>
<b>3</b>	<b>Update on Property Matters</b>	<p>Section 48(1)(a)</p> <p>The public conduct of this matter would be likely to result in disclosure of information for which good reason exists under section 7</p>	<p>The withholding of the information is necessary:</p> <ul style="list-style-type: none"> <li>• Section 7(2)(i) To enable the local authority to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)</li> </ul>

## **Karakia Whakamutunga**



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**Minutes of a meeting of the**  
**Strategic Development and Property Subcommittee**  
***Te Kōmiti Āpiti, Rautaki / Rawa***

**Held in the Council Chamber, Civic House, 110 Trafalgar Street,  
Nelson on Tuesday 3 August 2021, commencing at 9.00a.m.**

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Present: Cr G Noonan (Chairperson), Her Worship the Mayor R Reese (via Zoom), Councillors Y Bowater, T Brand, T Skinner and Mr J Murray

In Attendance: Group Manager Community Services (A White),  
Group Manager Corporate Services (N Harrison) and  
Governance Advisers (J Brandt and E Stephenson)

Apologies: Mr J Peters

**Karakia and Mihi Timatanga**

**1. Apologies**

Resolved SDAP/2021/037

***That the Strategic Development and Property Subcommittee***

***1. Receives and accepts an apology from Mr J Peters.***

Bowater/Murray

Carried

**2. Confirmation of Order of Business**

There was no change to the order of business.

**3. Interests**

There were no updates to the Interests Register. Mr John Murray declared an interest in Confidential Item 2 – Tahuna Beach Camp – Community Engagement on the Proposed Lease of the Campground.

#### 4. Public Forum

There was no public forum.

#### 5. Confirmation of Minutes

5.1 1 June 2021

Document number M18673, agenda pages 6 - 11 refer.

Resolved SDAP/2021/038

***That the Strategic Development and Property Subcommittee***

- 1. Confirms the minutes of the meeting of the Strategic Development and Property Subcommittee, held on 1 June 2021, as a true and correct record.***

Murray/Bowater

Carried

#### 6. Chairperson's Report

There was no Chairperson's Report.

#### 7. Long Term Plan 2021 - 31 Decisions relating to Strategic Development and Property Subcommittee Areas of Responsibility

Document number R26090, agenda pages 12 - 14 refer.

Group Manager Corporate Services, Nikki Harrison, and Group Manager Community Services, Andrew White, answered questions regarding the Long Term Plan 2021 - 31 (LTP) resolutions relating to the Subcommittee's areas of responsibility. It was noted that agenda page 14 was a duplicate of page 13.

Resolved SDAP/2021/039

***That the Strategic Development and Property Subcommittee***

- 1. Receives the report Long Term Plan 2021 - 31 Decisions relating to Strategic Development and Property Subcommittee Areas of Responsibility (R26090) and its attachment (A2714355).***

Brand/Murray

Carried

## 8. Verbal Updates

### Marina

Manager Nelson Marina, Nigel Skeggs, provided a brief update, noting that positive feedback had been received in the month since taking over the marina and that staff were starting to resolve licence agreements, focusing on debt control, recovering debt and on transparent communication. He noted that work was being undertaken on the governance model and the masterplan.

Attendance: Councillor Skinner entered the meeting at 9.15am.

Group Manager Community Services, Andrew White, answered questions regarding a private proposal for a marina extension.

### Campgrounds

Manager Parks and Facilities, Rosie Bartlett, and Strategic Advisor, Tanya Robinson, provided a brief update on campgrounds, noting that a compliance project at the Brook Camp was continuing, that a resource consent had been lodged for long term occupant activity at the Tahuna Beach Camp, and that Section 17a work was progressing to some mapping.

## 9. Exclusion of the Public

Resolved SDAP/2021/040

***That the Strategic Development and Property Subcommittee***

- 1. Excludes the public from the following parts of the proceedings of this meeting.***
- 2. 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:***

Bowater/Skinner

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	Strategic Development and Property Subcommittee Meeting - Confidential	Section 48(1)(a) The public conduct of this matter would be likely to result in disclosure of information for which	The withholding of the information is necessary: <ul style="list-style-type: none"> <li>Section 7(2)(a) To protect the privacy of natural persons, including</li> </ul>

Item	General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Particular interests protected (where applicable)
	<b>Minutes - 1 June 2021</b>	good reason exists under section 7.	<p>that of a deceased person</p> <ul style="list-style-type: none"> <li>• Section 7(2)(g) To maintain legal professional privilege</li> <li>• Section 7(2)(h) To enable the local authority to carry out, without prejudice or disadvantage, commercial activities</li> <li>• Section 7(2)(i) To enable the local authority to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)</li> </ul>
<b>2</b>	<b>Strategic Development and Property Subcommittee Meeting - Confidential Minutes - 1 April 2021</b>	<p>Section 48(1)(a)</p> <p>The public conduct of this matter would be likely to result in disclosure of information for which good reason exists under section 7</p>	<p>The withholding of the information is necessary:</p> <ul style="list-style-type: none"> <li>• Section 7(2)(a) To protect the privacy of natural persons, including that of a deceased person</li> <li>• Section 7(2)(g) To maintain legal professional privilege</li> <li>• Section 7(2)(h) To enable the local authority to carry out, without prejudice or disadvantage, commercial activities</li> </ul>
<b>3</b>	<b>Tahuna Beach Camp - Community Engagement on the Proposed Lease of the Campground</b>	<p>Section 48(1)(a)</p> <p>The public conduct of this matter would be likely to result in disclosure of information for which good reason exists under section 7</p>	<p>The withholding of the information is necessary:</p> <ul style="list-style-type: none"> <li>• Section 7(2)(h) To enable the local authority to carry out, without prejudice or disadvantage, commercial activities</li> <li>• Section 7(2)(i)</li> </ul>

Item	General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Particular interests protected (where applicable)
			To enable the local authority to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)

The meeting went into confidential session at 9.37am and resumed in public session at 10.10am.

### **Karakia Whakamutanga**

There being no further business the meeting ended at 10.10am.

Confirmed as a correct record of proceedings by resolution on (date)

Resolved

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## **Chairperson's Report**

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### **1. Purpose of Report**

- 1.1 To provide the Chairperson's Report to the Subcommittee.

### **2. Recommendation**

***That the Strategic Development and Property Subcommittee***

- 1. Receives the report Chairperson's Report.***

### **3. Background**

#### Quarterly Report to June 2021

- 3.1 Due to covid restrictions the scheduled meeting on 26 August 2021 was cancelled and the quarterly report to end of June 2021 was progressed through the reconvened full Council meeting on Tuesday 5 October. The report can be viewed on that Council Agenda.

#### Marina Governance s17a Review

- 3.2 Work has begun on reviewing options for governance of the marina. A workshop will be held after the meeting on 21 October, to hear options and seek any queries for further work in preparation for a report before the end of the year.

**Author: Gaile Noonan, Chairperson - Strategic Development and Property Subcommittee**

### **Attachments**

Nil



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**REPORT R26188**

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**Tahuna Beach Camp - Approval to Lease Campground to the Tahuna Beach Camp Incorporated**

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**1. Purpose of Report**

- 1.1 To approve a new lease for the Tahuna Beach Camp between Council and the Tahuna Beach Camp Incorporated (TBCI).

**2. Summary**

- 2.1 The current Deed of Lease between Council and the TBCI is due to expire on the 31 December 2021. TBCI wish to renew the lease for the campground and officers seek approval from Council through this report to enter into a new lease with the TBCI.

**3. Recommendation**

***That the Strategic Development and Property Subcommittee***

- 1. Receives the report Tahuna Beach Camp - Approval to Lease Campground to the Tahuna Beach Camp Incorporated (R26188 and its attachments (A2710240, A2761223, A2759459);***

Recommendation to Council

***That the Council***

- 1. Approves the leasing of the Tahuna Beach Camp to the Tahuna Beach Camp Incorporated Society for an initial term of eleven (11) years with two (2) rights of renewal of eleven (11) years each with renewals dependent on the Lessor and Lessee agreeing the annual base fee and gross income percentage***

## Item 7: Tahuna Beach Camp - Approval to Lease Campground to the Tahuna Beach Camp Incorporated

### **4. Background**

4.1 Tahuna Beach Camp has been operated by the TBCI, previously the Tahuna Sands Association for over 90 years and the current lease is due to expire on 31 December 2021. The TBCI have advised that they would like to enter into a long term lease with Council to continue to operate the Tahuna Beach Camp.

4.2 The Tahuna Beach Camp is covered by the policies and objectives of the Tahunanui Reserve Management Plan (2004). It specifically identifies a Motor Camp Management Area. The Strategic Vision for the Tahunanui Reserve is that:

*'Tahunanui Reserve is managed to provide for recreational activities appropriate to the coastal landscape values of the reserve while maintaining and enhancing those values'*

4.3 Approving a lease to the TBCI is in line with the policies and objectives of the plan.

### **Legislative Requirements**

4.4 The land occupied by the Tahuna Beach Camp is considered a Park as defined in section 138 of the Local Government Act 2002 (LGA 02) and Council was required to consult on the proposal to grant a lease to the TBCI. Officers undertook community engagement from the 13 August 2021 to the 10 September 2021 with the majority of feedback received in support of the proposed lease.

### **Previous Council Decisions**

4.5 At its meeting on the 24 May 2018 the Council received officer advice regarding concerns about the governance, management and financial situation at Tahuna Camp.

4.6 A Business Advisor was appointed at this stage to provide governance advice to the Board and the lease was extended by one year only to the 30 June 2019. The lease term was extended by a further two year term to the 30 June 2021 at the Council meeting of the 21 March 2019.

4.7 Council's Business Advisor confirmed prior to the dissolution of the role in 2020 that the current model of managing the Tahuna Beach Camp under a lease agreement was proving successful.

4.8 In a report to the Sports and Recreation Committee on 18 June 2020 officers advised that during the 2018 – 2020 period TBCI had undertaken effective change giving Council a substantially higher level of confidence in the TBCI's ability to perform.

4.9 This report outlined the next steps to be undertaken one of which was to negotiate a new lease. These negotiations are now complete along with

## Item 7: Tahuna Beach Camp - Approval to Lease Campground to the Tahuna Beach Camp Incorporated

the required community engagement and officers seek approval to enter into a new lease with the TBCI.

- 4.10 The reports and full resolutions to the above meetings were confidential and have not yet been released as public therefore the full resolutions have not been included in this report.

## **5. Discussion**

### **Deed of Lease**

- 5.1 The Deed of Lease has been prepared by Fletcher Vautier Moore (refer Attachment 1).
- 5.2 Negotiations with the TBCI have resulted in some changes to clauses in the new Deed of Lease compared to the current Deed of Lease. The reasoning for this was to empower the TBCI to manage the campground effectively and to promote a more collaborative approach between the parties.
- 5.3 The main changes to note are the following:
- 5.3.1 The annual base fee has increased from \$180,000 + GST to \$220,000 + GST and the gross income percentage has increased from 9% to 9.75%.
  - 5.3.2 The gross income has been further defined to include only site rentals, accommodation services, facility and grounds hire and revenue from subleases. However as the gross income percentage has increased this means that the expected annual rent payable to Council will not differ greatly. Revenue that has been excluded includes shop sales, insurance proceeds etc and is further defined in clause 4.5(b)(i-xv) of the draft lease.
  - 5.3.3 The lease comprises three terms of eleven years each and renewals are conditional upon the Lessor and Lessee agreeing both the base fee and the percentage of gross income.
  - 5.3.4 Performance The clause relating to a Business Advisor has been retained allowing the Council's Chief Executive to make such an appointment to provide governance support to the TBCI board if required.
  - 5.3.5 The lease may be terminated by three months' notice in writing at any time on the advice of the Business Advisor
  - 5.3.6 Annual stakeholder meetings will be held with the TBCI, Property Services and Parks and Facilities staff to discuss capital/renewal/maintenance works, landscaping and for the TBCI to provide an improvements list and a list of health and safety issues addressed during the year. These meetings replace the current requirement for the TBCI to seek Council approval for all

## Item 7: Tahuna Beach Camp - Approval to Lease Campground to the Tahuna Beach Camp Incorporated

proposed works at the Camp and promotes a more collaborative approach.

- 5.3.7 All improvements made by the TBCI will be held on Trust by them for Council and these improvements will be passed to Council ownership on expiration or earlier termination of the Lease. In the current agreement all improvements made by the TBCI immediately pass to Council ownership. The TBCI requested this amendment due to proposed changes to the Incorporated Societies Act. If the improvements pass directly to Council ownership, the TBCI balance sheet shows very little equity and they are concerned that this would make it difficult to recruit board members.
- 5.3.8 Additional clauses have been included that deal to compliance with laws relevant to a relocatable home park and buildings within it.
- 5.3.9 Officers note that the TBCI have submitted a resource consent application to establish a relocatable home park at the campground which allows for long term occupation. A total of 150 sites have been applied for.

### **Results of Community Engagement**

- 5.4 Feedback from the community on the proposed lease of the campground to the TBCI was sought from the 13 August 2021 to the 10 September 2021 as set out in report R22722.
- 5.5 Results from the engagement are as follows (refer Attachment 2):
  - 5.5.1 47 items of feedback were received from members of the public residing in Nelson, Tasman, Havelock North & Dunedin.
  - 5.5.2 Of these, two were not supportive of the lease being renewed and suggested that the land should be:
    - Sold for affordable housing;
    - Used for an activity that could be enjoyed by all of Nelson and Tasman.
  - 5.5.3 Five neither agreed nor disagreed but noted the following:
    - Questioned whether other options for the land had been considered;
    - Suggested that an area be set aside for semi-permanent/permanent tiny homes that could be rented out by the campground;

## Item 7: Tahuna Beach Camp - Approval to Lease Campground to the Tahuna Beach Camp Incorporated

- Raised issue with policies around the long term occupants as believed it was not open to families;
- Questioned whether the whole area needed to be leased.

5.5.4 Feedback from 40 members of the public was in support of renewing the lease of the campground to the TBCI. Within this feedback were some suggestions around the conditions of some of the roading within the leased area, public access and the parking of buses in some locations during the winter months.

5.6 The details of the feedback will be shared with the campground management.

## 6. Options

6.1 Two options are presented below

<b>Option 1: Approve the proposed lease to the TBCI (preferred option)</b>	
Advantages	<ul style="list-style-type: none"><li>• Campground continues to be managed effectively</li><li>• Source of revenue income for Council</li><li>• Council does not become campground operator</li></ul>
Risks and Disadvantages	<ul style="list-style-type: none"><li>• The land is not available for other uses</li></ul>
<b>Option 2: Do not approve the proposed lease to the TBCI</b>	
Advantages	<ul style="list-style-type: none"><li>• Nil</li></ul>
Risks and Disadvantages	<ul style="list-style-type: none"><li>• Council will need to take over as campground operator</li><li>• Potentially higher financial cost and risk to ratepayers with Council as operator</li></ul>

## 7. Conclusion

7.1 The TBCI have made significant improvements to the governance, management and financial viability of the campground since officers were first made aware of concerns around these areas in 2018. The Chief Executives report (refer Attachment 3) for the year end 30 June 2021 illustrates the achievements that have been made over the past year along with the plans and objectives for the year ahead.

Item 7: Tahuna Beach Camp - Approval to Lease Campground to the Tahuna Beach Camp Incorporated

- 7.2 Officers recommend that the lease of the Tahuna Beach Camp to the TBCI be approved.

**8. Next Steps**

- 8.1 If the lease is approved the new Deed of Lease will be finalised for signing by both parties and the current lease surrendered.

**Author: Jules Read, Leases Officer**

**Attachments**

Attachment 1: A2710240 - Tahuna Beach Camp - Draft Deed of Lease 2021 [↓](#)

Attachment 2: A2761223 - Tahuna Beach Camp - Community Feedback [↓](#)

Attachment 3: A2759459 - Tahuna Beach Camp - CEO Report - June 2021 [↓](#)

<b>Important considerations for decision making</b>
<b>1. Fit with Purpose of Local Government</b>  Community engagement has been undertaken as set out in section 82 of the LGA 2002 and a summary of this has been included in the report. The majority of feedback was in support of the lease being renewed with the TBCI.
<b>2. Consistency with Community Outcomes and Council Policy</b>  The recommendations in this report fit with the community outcome: <ul style="list-style-type: none"><li>• <i>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.</i></li></ul>
<b>3. Risk</b>  Approving the recommendation means the new lease can be finalised for signing. Not approving the recommendation may result in the TBCI pulling out of operating the campground and the Council having to take over, which would likely result in a significant increase in costs to the ratepayer.
<b>4. Financial impact</b>  Approving a new lease with the TBCI will maintain the budgeted revenue income stream for Council.
<b>5. Degree of significance and level of engagement</b>  The matter is considered of low significance as there will be no change to the activity occurring on the land and there are no significant changes to clauses in the new Deed of Lease that would have a negative impact on the community.
<b>6. Climate Impact</b>  Erosion is addressed in the lease and Council is not obliged to undertake works to protect the Property from erosion or to repair erosion damage.
<b>7. Inclusion of Māori in the decision making process</b>  The link to the community engagement page on the Council website was sent through to the Council Kaihautu who shared this information with the Iwi Managers Forum.

Item 7: Tahuna Beach Camp - Approval to Lease Campground to the Tahuna Beach Camp Incorporated

## **8. Delegations**

The Strategic Development and Property Subcommittee has the delegation to consider matters around campgrounds

*Areas of responsibility*

- *Campgrounds*

*Powers to Decide*

- *none*

*Powers to Recommend to Council*

- *All other matters within the areas of responsibility or any other matters referred to it by Council.*



DATED

2021

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**BETWEEN NELSON CITY COUNCIL**

**("Lessor")**

**A N D TAHUNA BEACH CAMP INCORPORATED**

**("Lessee")**

**DEED OF LEASE  
TAHUNA BEACH CAMP**

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**FLETCHER VAUTIER MOORE  
LAWYERS  
NELSON**

Item 7: Tahuna Beach Camp - Approval to Lease Campground to the Tahuna Beach Camp  
Incorporated: Attachment 1- A2710240

1

DEED made the                      day of                      2021

**BETWEEN**    **NELSON CITY COUNCIL** a local authority pursuant to the Local Government Act 2002 and having its offices at 110 Trafalgar Street Nelson ("the Lessor");

**A N D**            **TAHUNA BEACH CAMP INCORPORATED** an incorporated society having its registered office at 70 Beach Road, Tahunanui, 7011, Nelson ("the Lessee").

**PREAMBLE**

The parties to this lease acknowledge the long-term relationship that has existed between the Lessor and the Lessee. They further acknowledge that the Lessee has, on behalf of the Lessor, developed and operated the Tahuna Beach Holiday Park.

**WHEREAS**

**A**        The Lessor is the owner of the land described in the First Schedule hereto as the Land ("the Land").

**B**        The Lessor leases to the Lessee and the Lessee takes on lease that part of the Land described in the First Schedule as the Property comprising a camping ground known as "Tahuna Beach Camp", on the terms and conditions of this Lease.

**THIS DEED WITNESSES**

The Lessor and Lessee covenant as follows:

**1. Interpretation**

- |                        |   |
|------------------------|---|
| 1.1. Commencement Date | means the date provided in the First Schedule as the Commencement Date.   |
| Final Expiry Date      | means the date provided in the First Schedule as the Final Expiry Date.   |
| Goods and Services Tax | means all that tax from time to time payable under the Goods and Services Tax Act 1985.   |
| Improvements           | means in relation to the Property, all work done or material used at any time, whether before or after the commencement of this Lease, on or for the benefit of the Property by the expenditure of capital or labour by any owner or occupier thereof, and includes, but not by way of limitation, the buildings, fixtures and fittings, fixed playground equipment and other structures on |

ZB-051818-138-19-V1

Item 7: Tahuna Beach Camp - Approval to Lease Campground to the Tahuna Beach Camp  
Incorporated: Attachment 1- A2710240

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	the Property.
Land	means the land described in the First Schedule as the Land.
Lease	means this deed of lease and includes any schedules annexed as part of this deed, and any variations and renewals of this Lease, in writing.
Lessee	means the Lessee and includes the Lessee's executors, administrators and successors.
Lessor	means the Lessor and includes the Lessor's successors and assigns.
Permitted Use	means the permitted use described in the First Schedule.
Property	means the property described in the First Schedule.
Persons under the control of the Lessee	means all employees, contractors, agents and invitees of the Lessee, and all users of the facilities on the Property.
Rules	means the Lessee's rules as uploaded to the Companies' Office register as at the date of this Lease, and as varied from time to time in accordance with clause 33 of this Lease.
Working day	means any day of the week other than: <ul style="list-style-type: none"><li>(a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day; and</li><li>(b) If Waitangi Day or Anzac Day falls on a Saturday or a Sunday, the following Monday; and</li><li>(c) A day in the period commencing with 24 December in any year and ending with 5 January in the following year; and</li><li>(d) Nelson Anniversary Day.</li></ul>

1.2 In this Lease:

- (a) Where words appear in this Lease and also in the First Schedule then the words shall mean and include the details provided after those words in the First Schedule;

ZB-051818-138-19-V1

- (b) words importing the singular shall include the plural and vice versa, and words importing the masculine, feminine or neuter shall include all three;
- (c) any schedules to this Lease shall have the same effect as if set out in the body of this Lease;
- (d) clause headings are inserted for reference only and shall not affect the interpretation of this Lease;
- (e) to "perform" a covenant includes to keep observe and fulfil that covenant;
- (f) words and expressions defined are indicated by capital letters for convenience. The absence of a capital letter shall not alone imply that the word or expression is used with a different meaning from that given by its definition;
- (g) references in this Lease to "month" or "monthly" shall mean calendar month and calendar monthly respectively;
- (h) references to statutes, regulations, rules, and bylaws of central or local government, or provisions thereof, includes that legislation or provision as from time to time amended, re-enacted or substituted.

## **2. Lease of Property**

- 2.1. The Lessor leases to the Lessee and the Lessee takes on lease the Property upon the terms and conditions of this Lease.

## **3. Term**

- 3.1. The term of this Lease shall commence on the Commencement Date and, subject to earlier termination in accordance with this Lease, shall be for the term described in the First Schedule.
- 3.2. If the Lessee, with the written consent of the Lessor, continues to occupy the Property beyond the expiry of this Lease, the lease may be terminated by 20 'Working days' notice in writing given at any time by either party to the other. Otherwise, the lease shall be on the same terms and conditions as this Lease.

## **4. Rent and Outgoings**

- 4.1. The Lessee shall pay annual rental to the Lessor at the rate and in the manner provided in this clause 4 (or as varied as a result of a rent review).
- 4.2. The Lessee shall also pay the outgoings described in the First Schedule. If any such outgoings are not separately assessed or levied in respect of the Property then the Lessee shall pay such fair proportion thereof as shall be agreed upon or failing agreement, determined by arbitration.
- 4.3. The Lessee shall pay the Lessee's outgoings direct to the service provider concerned where the contract for such services is between the Lessee and the service provider. Where the contract for services is between the Lessor and the service provider, the Lessee shall pay the relevant Lessee's outgoings to the Lessor, as invoiced by the Lessor to the Lessee, by the 20th day of the month following the date of the invoice.

- 4.4. Rental and other monies payable by the Lessee under this Lease shall be paid without deduction or set off.
- 4.5. In this Lease:
- (a) The annual rent for each Lease Year (subject to review) shall be 9.75% of gross income in that Lease Year plus GST, or \$220,000.00 plus GST (Base Fee), whichever is the greater amount.
  - (b) The gross income for a Lease year means the entire gross receipts in that Lease year for site leases (including from any relocatable home park), accommodation services, facility and grounds hire and revenue from subleases from the business carried on by the Lessee on the Property (gross income). For the avoidance of doubt, gross income for the purposes of annual rent calculation does not include the following:
    - (i) GST.
    - (ii) Bad debts written off by the Lessee in that Lease year.
    - (iii) Insurance proceeds.
    - (iv) Revenue from sale of goods (eg LPG cylinders, phone cards).
    - (v) Sales from the café or from the direct operation of the Conference Centre operated by the Lessee on the Property. For the avoidance of doubt, gross income includes revenue from subleasing the café or Conference Centre to external parties.
    - (vi) Revenue from ancillary entertainment activities (mini-golf, Go-carts).
    - (vii) Revenue from ancillary charges e.g. washing machine revenue; and showers.
    - (viii) Revenue from third party commission sales (tours etc).
    - (ix) Grants received.
    - (x) Government subsidies received.
    - (xi) Training allowance or wage subsidies received.
    - (xii) Revenue from sale of scrap; excess stock or surplus equipment owned by the Lessee.
    - (xiii) Revenue received from the Lessee from property outside the Property that may be owned or leased by the Lessee.
    - (xiv) Revenue that the Lessee may derive from providing external property management services beyond the boundary of the Property.
    - (xv) Rebates or dividends received from the Lessee shareholding in industry bodies (Kiwi Holiday Parks etc) or rebates from Network Tasman.
    - (xvi) Compensation payments made by any third party to the Lessee.

- (c) A Lease year shall be the period 1 July in one year to 30 June the following year. The first Lease year is the period 1 July 2021 to 30 June 2022.
- 4.6. Payment of the annual rent shall be made by direct debit from the Lessee's bank account to the Lessor's bank account, and in accordance with the following provisions:
- (a) The Lessee shall pay the Base Fee to the Lessor in advance by one payment of \$75,000.00 plus GST on 1 February in every year, and one payment of \$75,000.00 plus GST on 1 March in every year, and 10 equal payments of \$7,000.00 plus GST on the 1st day of every other month, commencing with the first payment on 1 July 2021.
  - (b) The Lessee will, in accordance with clause 32, within two months of the expiration of each Lease year, supply the Lessor, free of charge, with a statement by a chartered accountant certifying the Lessee's gross income for that Lease year. The Lessor will use this information to establish whether the gross income is greater than the Base Fee for the relevant Lease year.
  - (c) If the gross income payable in respect of any Lease year is greater than the Base Fee, the difference shall be payable by the Lessee to the Lessor within 20 working days' of written demand by the Lessor.

## **5. Goods and Services Tax**

- 5.1. The Lessee shall pay to the Lessor, or as the Lessor shall direct, the Goods and Services Tax payable by the Lessor in respect of the rental and other payments payable by the Lessee hereunder. The tax in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable upon demand.
- 5.2. If the Lessee shall default in payment of rental or other monies payable hereunder and the Lessor becomes liable to pay additional Goods and Services Tax, penalty, or other sum as a result of the default, then the Lessee shall on demand pay to the Lessor the additional amount.

## **6. Permitted Use**

- 6.1. The Lessee shall use the Property solely for the purposes of the Permitted Use described in the First Schedule. The Lessee shall not change the use of the Property from the Permitted Use.
- 6.2. If at any time the Lessor is of the opinion that the Property is not being used or is not being sufficiently used for the purposes of the Permitted Use the Lessor, after making such enquiries as the Lessor thinks fit and giving the Lessee the opportunity to explain the usage of the Property and remedy the breach of this subclause, may terminate this Lease without prejudice to the other rights and remedies of the Lessor for any antecedent breach by the Lessee of the provisions of this Lease.
- 6.3. The Lessee shall use its reasonable endeavours to keep the Property open, used and occupied for the Permitted Use at all times (subject to seasonal demand) during the term of this Lease. During off-peak periods, the Lessee shall allow reasonable public use of that part of the Property not occupied for the purposes of accommodation provided such use does not interfere with the Lessee's primary revenue generation. For the avoidance

of doubt, nothing in this clause 6.3 shall require the Lessee to provide accommodation services or campground sites when it is uneconomic to do so.

**7. Assignment / Subletting**

- 7.1. The Lessee shall not sublet, assign, mortgage, charge, grant a licence of, or part with possession of the Property or any part of the Property or this Lease or any estate or interest of this Lease to any person except pursuant to clause 7.2 or for letting out individual sites and units in the ordinary course of business of the Lessee.
- 7.2. The Lessee may, with the prior written approval of the Lessor, sublet part of the Property to a respectable, responsible, solvent and suitable sublessee for the purposes of operating a retail shop selling appropriate merchandise for a camping ground, or a café, or a mini-golf course, or such other activity as is approved in writing for the purposes of this clause by the Lessor. Before giving consent and as a condition precedent, the Lessor may require performance and satisfaction of the following conditions:
- (a) The Lessee shall demonstrate to the satisfaction of the Lessor that the proposed sublessee is responsible and of sound financial standing and intends to use part of the Property for a purpose permitted by the Lessor;
  - (b) All rental and other moneys payable by the Lessee under this Lease, up to the date of the proposed subletting, have been paid;
  - (c) There is not any existing unremedied breach of any of the terms of this Lease;
  - (d) All reasonable costs incurred by the Lessor (whether or not the proposed sublease proceeds to completion) have been paid by the Lessee;
  - (e) The Lessor may stipulate that the sublease contains a condition that it not be assigned or the area sublet be further sublet without the prior written consent of the Lessor and the terms of this clause 7.2 shall apply to such consent.
- 7.3. For the purposes of clause 7.1, if the Lessee is an incorporated society, any change of the membership of the Society or of the Rules of the Society having the effect of altering the effective management or control of the Lessee shall be deemed an assignment of this Lease in breach of clause 7.1 provided that nothing in this subclause shall apply to a change of officers of the Lessee where such change is the result of an election held in accordance with the Rules of the Lessee.
- 7.4. Any sublease shall not release the Lessee from its responsibilities, liabilities and obligations pursuant to this Lease and the Lessee shall be liable for any acts, omissions or delay of any sublessee, its agents, contractors and employees as fully as if they were an act, omission or delay of the Lessee.

**8. Lessee's Obligations**

- 8.1. The Lessee shall at the Lessee's expense keep and maintain the interior and exterior of all buildings, fences delineating the boundaries of the Property, gates, structures and other facilities on the Property in good order repair and condition including the Improvements. All grounds shall be kept in a clean and tidy condition. The Lessee is responsible for structural repairs to all buildings and other structures of the Property.
- 8.2. The Lessee shall not:

- (a) Subject to the Lessee's other obligations under this Lease, cut down, damage, remove or in any way interfere with (works) any trees or shrubs on the Property that have been mapped and are described in and attached as the Third Schedule, unless such works are reasonably requested by Nelson Airport Limited in order to address flight path concerns, or unless the Lessee has been advised to undertake such works by an arborist featured on the pre-approved list (as updated from time to time by the Lessor) and attached as the Fourth Schedule;
  - (b) Bring upon the Property any plant, machinery or other equipment which is not reasonably necessary or proper for the conduct of the Lessee's use of the Property; or
  - (c) Erect or allow to be erected any significant building or other structure on the Property, or make or allow to be made any alterations or additions to the Property (including the Improvements) without the prior written consent of the Lessor.
- 8.3. In seeking the Lessor's approval under subclause 8.2(c) the Lessee shall submit plans and specifications of the proposed work. The Lessor may require as a condition of approval that:
- (a) the Lessee obtains all approvals or permits necessary to enable the proposed work to be lawfully effected and on request produces to the Lessor copies of them;
  - (b) upon completion of the work the Lessee produces to the Lessor any certificates of compliance issued by the relevant authorities.
- 8.4. Nothing in this Lease shall be deemed to amount to a consent, approval or permission by the Lessor in its capacity as a consent authority or other similar capacity under the Resource Management Act 1991, Building Act 2004, Sale and Supply of Alcohol Act 2012 or any other Act, regulation or bylaw which relates to the Property, or the use of the Property, or a representation or warranty that any consent, approval or permission shall issue. It is the sole responsibility of the Lessee to satisfy itself as to the requirements of the local authority's Resource Management Plan and to obtain all necessary consents, approvals, and permits in respect of the Lessee's use of the Property.
- 8.5. The Lessee shall not during the currency of this Lease call upon the Lessor to erect or repair or contribute towards the cost of erection or repair of any dividing fence or boundary wall between the Property and any adjoining land for the time being vested in the Lessor.
- 8.6. If the Lessor is obliged by any statute or regulation or by-law to expend any moneys on any improvement, alteration or addition to the Property the Lessor may charge in addition to the rental an annual sum equal to the Improvements Rental Percentage provided in the First Schedule of the amount so expended by the Lessor. The payments of rental provided in the First Schedule shall increase from the next rental payment date after the date such expenditure or parts of such expenditure is made. If the Lessor is obliged to expend an amount which in the reasonable opinion of the Lessor, after consultation with the Lessee, is unreasonable the Lessor may, upon the giving of three months' notice in writing to the Lessee, determine this Lease.



- 8.7. The Lessee shall maintain a manager of the Property, together with such assistants as are necessary, and ensure that the manager carries out, or arranges, maintenance of the Property to an acceptable standard.
- 8.8. The Lessee shall require that the manager takes all reasonable steps to control the Property and persons using the Property in such a manner as to enhance the amenities of the Property for the persons using the same and to avoid undue disturbance to persons occupying land adjoining the Property.
- 8.9. Subject to the Lessee's other obligations under this Lease, all money received by the Lessee as a result directly or indirectly of the Lessee's use of the Property, shall be applied to the objectives of the Lessee as provided for in the Lessee's Rules.
- 8.10. The Lessee and the Lessor's authorised representative(s) shall hold an annual stakeholder meeting at the end of each financial year (30 June) during the Term, including any renewed term (Annual Stakeholder Meeting), where the Lessee will provide the Lessor with the following:
- a) The Lessee's proposed capital/renewal/ maintenance works and plans for landscaping for the coming year, along with any updates to the Master Plan.
  - b) Assets Improvements List.
  - c) H&S List (as defined in clause 19.5).
- 8.11. The purpose of the Annual Stakeholder Meeting is:
- a) For the Lessee to provide the Lessor with the Assets Improvements List and the H&S List.
  - b) To allow the Lessor to provide suggestions or comments on the proposed works, for consideration by the Lessee.
  - c) To allow a co-ordinated approach to be taken to development of the Property and its environs by the Lessor and the Lessee.
  - d) To address any relationship issues between the parties.

For the avoidance of doubt, Lessor's approval of the Lessee's plans pursuant to clause 8.10a) is not required but the Lessee will act in good faith when considering feedback from Lessor.

- 8.12. For the purposes of this clause, the Lessor's authorised representatives may be any of the Leases Officer, Manager Property Services, Team Leader Parks and Facilities, or Manager Parks and Facilities, or such other representative as nominated by the Lessor from time to time

## **9. Insurance and indemnity**

- 9.1. The Lessor shall not be bound to repair any damage to the Property caused by fire, flood, explosion, lightning, storm, earthquake or volcanic activity.
- 9.2. The Lessee shall insure and keep insured the Property against destruction or damage by fire, explosion, flood, lightning, volcanic activity, earthquake, storm, water damage

and malicious damage, and such other risks as the Lessor may from time to time require, under a policy of full replacement and reinstatement (including loss damage or destruction of windows or other glass). The Lessee shall, if requested, provide evidence to the Lessor that premiums have been paid and that such insurance has been effected. For the avoidance of doubt, the Property includes all Improvements on the Property.

- 9.3. The Lessee agrees to occupy and use the Property at the Lessee's risk and releases to the full extent permitted by law the Lessor, its employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any damage or injury occurring to any person or property in or about the Property.
- 9.4. To the extent permitted by law, the Lessee shall indemnify and keep the Lessor indemnified against all claims, actions, losses, damages, fines, penalties, costs and expenses (including legal costs) of any nature which the Lessor may suffer or incur or for which the Lessor may become liable directly or indirectly as a result of:
- (a) Any act or omission of the Lessee or Persons under the control of the Lessee;
  - (b) Damage to property or injury to any person at or in the vicinity of the Property wholly or partly caused by any act or omission by the Lessee or Persons under the control of the Lessee;
  - (c) Damage to property or injury to any person caused by the use of the Property by the Lessee or Persons under the control of the Lessee;
  - (d) Damage to property or injury to any person caused by the condition of the Property such as may be attributable to the Lessee; or
  - (e) Any injury to any person as a result of the failure by the Lessee to comply with its obligations under clause 19 of this Lease.
- 9.5. The Lessee at the Lessee's expense shall effect and keep current in respect of the Property and the Lessee's use of the Property a policy of public risk insurance for an amount not less than that provided in the First Schedule, or such other amount from time to time reasonably required by the Lessor, for any one event, or series of events, with a substantial reputable insurance office or company first approved in writing by the Lessor (such approval not to be unreasonably or arbitrarily withheld). The Lessee shall, if requested by the Lessor, provide evidence to the Lessor that premiums have been paid and that such insurance has been effected.

## **10. Use of Property**

### **10.1. The Lessee shall not:**

- (a) Store or use any flammable or dangerous or hazardous substances upon the Property except such substances (if any) that are reasonably required to carry out the Permitted Use. When storing and using hazardous substances the Lessee must comply with the Hazardous Substances and New Organisms Act 1996; or
- (b) Do or permit to be done on the Property or in or on any buildings on the Property anything which in the opinion of the Lessor may become a nuisance, disturbance or obstruction or cause damage whether to the Lessor or to other tenants or users of the Property or the Land, or to neighbouring owners or occupants nor do or suffer to permit or allow to be done any act matter or thing which shall annoy

or disturb or in any way interfere with the quiet enjoyment of the Lessor or the occupiers of any lands adjoining the Property; or

- (c) Place, or permit to be placed, any television or radio antenna, dish aerial, or new sign, or any advertisement unrelated to the Permitted Use on any part of the Property, without the prior written consent of the Lessor; or
- (d) Carry on or permit or suffer or allow to be carried on in or upon the Property any noisy, noxious or offensive activity, trade or business.

#### **11. Entry by Lessor**

- 11.1. The Lessor and its employees, contractors, agents and invitees may enter upon the Property with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency):
  - (a) To view the state of the Property, including Improvements, and the condition thereof;
  - (b) To carry out repairs or other works on the Property;
  - (c) For the purposes of complying with any laws;
  - (d) To make surveys of the Property or the Land;
  - (e) To check the Lessee's compliance with the terms and conditions of this Lease.
- 11.2. The Lessor may elect at any time without notice to remedy any default by the Lessee under this Lease and whenever the Lessor so elects all reasonable costs and expenses incurred by the Lessor (including legal costs and expenses) in remedying such default shall be paid by the Lessee to the Lessor within four weeks of the Lessor remedying the default.
- 11.3. The Lessee shall permit the Lessor to come onto the Property at all reasonable times within the period of six months preceding the expiry of this Lease for the purpose of showing the Property to prospective lessees.

#### **12. Default by Lessee**

- 12.1. If at any time:
  - (a) The rental or any part of the rental payable by the Lessee pursuant to this Lease shall be in arrears and unpaid for the space of 10 Working days after any of the days appointed for payment of the rental and the breach has not been remedied within the period specified in a notice given by the Lessor in accordance with section 245 Property Law Act 2007; or
  - (b) There is a breach of one or more of the covenants in this Lease and the breach has not been remedied within the period specified in a notice given by the Lessor in accordance with section 246 Property Law Act 2007; or
  - (c) Repairs required by any notice given by the Lessor under this Lease are not duly commenced within 21 days of such notice having been given or if having been commenced are not diligently prosecuted and completed; or

- (d) The Lessee (if an individual) shall be declared bankrupt or insolvent according to law; or
- (e) Any assignment shall be made of the Lessee's property for the benefit of the Lessee's creditors or if the Lessee shall compound with the Lessee's creditors; or
- (f) The interests of the Lessee in or under this Lease or in the Property shall be attached or taken in execution or under any legal process; or
- (g) The Lessee (if it is a company or incorporated society or trust board) shall have a resolution passed or an order made by the Court for the liquidation of the Lessee (except for the purposes of a reconstruction of the Lessee approved by the Lessor) or if the Lessee is placed in receivership or under official or statutory management,

the Lessor may terminate this Lease. Upon such event this Lease shall cease and determine but without releasing the Lessee from liability in respect of any breach of any express or implied covenant.

- 12.2. (a) Any breach of the following covenants or clauses by the Lessee shall be a breach of an essential term of this Lease:
- (i) the covenant to pay rental and other moneys due to the Lessor throughout the term;
  - (ii) the covenants dealing with assignments, subletting and parting with possession (7.1-7.4);
  - (iii) the covenants in clauses 8.1 – 8.12;
  - (iv) the covenants dealing with the use of the Property (6.1, 6.2, 6.3 and 10.1)
  - (v) the covenants in clauses 33.1 and 33.2.
- (b) The Lessee shall compensate the Lessor for any breach of an essential term of this Lease and the Lessor is entitled to recover damages from the Lessee in respect of such breaches. The Lessor's entitlement under this clause is in addition to any other remedy or entitlement to which the Lessor is entitled (including the right to terminate this Lease).
- (c) In respect of the obligation referred to in paragraph 12.2(a)(i) acceptance by the Lessor of arrears or of any late payment of rental shall not be a waiver of the essentiality of the Lessee's obligation to pay rental in respect of those arrears or late payment or the Lessee's continuing obligation to pay rental throughout the term.
- 12.3. (a) In the event the Lessee's conduct (whether acts or omissions) constitutes a repudiation of this Lease (or of the Lessee's obligations under this Lease) or constitutes a breach of any of the covenants contained in this Lease, the Lessee shall compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach.
- (b) The Lessor shall be entitled to recover damages against the Lessee in respect of repudiation or breach of covenant for the damage suffered by the Lessor during the term of this Lease.

- (c) The Lessor's entitlement to recover damages shall not be affected or limited by any of the following:
  - (i) the Lessee abandons or vacates the Property;
  - (ii) the Lessor elects to re-enter or to terminate the Lease;
  - (iii) the Lessor accepts the Lessee's repudiation;
  - (iv) the parties' conduct constitutes a surrender by operation of law.
- (d) The Lessor shall be entitled to recover damages against the Lessee in respect of the entire term including the periods before and after the Lessee has vacated the Property.

**12.4. Default Interest**

Upon default by the Lessee in payment of rent, or other monies payable hereunder, the Lessor may charge default interest, as described in the First Schedule, on such money due and owing from the due date for payment to the date of full repayment.

**13. Quiet enjoyment**

- 13.1. The Lessee paying the Rent hereby reserved and observing and performing the Lessee's obligations under this Lease shall peaceably possess and enjoy the Property without any undue interruption or disturbance from the Lessor.

**14. Lessee to pay Lessor's Costs**

- 14.1. In addition to the rental and other monies reserved by this Lease the Lessee shall pay:
  - (a) the Lessor's reasonable legal costs of preparation, negotiation, execution and stamping of this Lease and any variation or renewal of this Lease (including stamp duty) and the Lessor's reasonable costs in obtaining any consents or approvals associated with this Lease; and
  - (b) all costs, charges and expenses for which the Lessor shall become liable in consequence of or in connection with any breach or default by the Lessee of this Lease, including but not limited to legal costs.

**15. Notices**

- 15.1. (a) Any notice or other document required to be given or served under this Lease may (in addition to any other method permitted by law):
  - (i) in the case of the Lessee be given or served by registered post or by delivery to the Lessee at the address of the Lessee stated in the First Schedule or by delivery to the Property; and
  - (ii) in the case of the Lessor be given or served by registered post or by delivery to the Lessor's principal place of business 110 Trafalgar Street, Nelson or such address as may be notified in writing to the Lessee from time to time.

- (b) Any notice or other document shall be deemed to have been served on the other party three working days after the date of posting or delivery.
- (c) In the case of any notice or document required to be served or given by the Lessor the same may be signed on behalf of the Lessor by the Chief Executive of the Lessor, any authorised officer of the Lessor, or by the Lessor's solicitors.

**16. No Warranty**

- 16.1. No representation or warranty express or implied has been given by the Lessor that the Property is or will remain suitable or adequate for any of the purposes of the Lessee. To the extent permitted by law all implied warranties as to suitability are expressly excluded.

**17. Arbitration**

- 17.1. (a) If any dispute or difference shall arise between the parties as to:
- (i) the meaning or application of any part of this Lease; or
  - (ii) the performance or exercise by either party to this Lease of any obligations or rights under this Lease; or
  - (iii) any other matter in connection with or which may have an effect on this Lease,

and the dispute or difference ("the Issue") is not resolved by the parties within ten (10) working days from the date one party receives notice from the other party giving details of the Issue and requesting negotiation then the Issue shall be referred at the request of either party for determination by a single arbitrator to be agreed upon between the Lessor and the Lessee.

- (b) The party wishing to have an issue arbitrated ("Notifying Party") shall notify the other party ("Receiving Party") of the name of the arbitrator nominated by the Notifying Party. If the Receiving Party fails to nominate its arbitrator within 21 days of receiving notice from the Notifying Party then the Notifying Party may by notice in writing to the Receiving Party have the Issue determined solely by the Notifying Party's arbitrator.
- (c) Subject to 17.1(b), if the parties are unable to agree on the arbitrator then the arbitrator shall be appointed, at the request of a party by the President for the time being of the Nelson branch of the New Zealand Law Society.
- (d) If any arbitrator appointed pursuant to 17.1(a) or (b) or (c) refuses or fails to act in pursuance of the arbitration within a reasonable time of their appointment then either the Lessor or the Lessee may (provided the defaulting arbitrator has first been given in writing a reasonable time in which to act) request the President of the Nelson branch of the New Zealand Law Society to appoint a replacement arbitrator.
- (e) Time shall be of the essence under this clause 17.1.
- (f) The parties agree to be bound by any decision or award completed pursuant to this clause but either party may appeal to the High Court on any question of law arising out of the award.
- (g) This provision shall survive the expiration or earlier determination of this Lease.

- (h) Any referral to arbitration under this clause shall be a submission to arbitration in New Zealand under the Arbitration Act 1996 which Act shall, to the extent not inconsistent with anything in this clause, apply to any such submission.

**18. No Compensation**

- 18.1. On the termination of this Lease under the provisions of this Lease, or by the effluxion of time, surrender, breach of conditions or otherwise, the Property together with all of the Improvements thereon shall revert to the Lessor without compensation payable to the Lessee.

**19. Compliance with Laws**

- 19.1. The Lessee shall comply with all statutes, ordinances, regulations, rules, codes of practice, by-laws, and the provisions thereof (as amended, substituted or re-enacted), requisitions and notices affecting or relating to the Property or to the use thereof, and with all requirements or notices or orders which may be given by any competent authority in respect of the Property or to the use thereof, and to the extent permitted by law the Lessee shall indemnify and keep indemnified the Lessor from and against all liability, actions, suits, claims, demands, fines, penalties and payments suffered or incurred by the Lessor arising directly or indirectly out of or relating to non-compliance by the Lessee or Persons under the control of the Lessee.

- 19.2. The Lessee shall at all times during the term of this Lease comply with its duties and obligations under:

- (a) The Health and Safety at Work Act 2015, any amendments thereof, and any Act in substitution therefor (**the Act**); and
- (b) All regulations, rules, guidelines and codes of practice made under the Act from time to time and any amendments thereof.

- 19.3. Without limiting anything in clause 19.2, the Lessee shall:

- (a) Provide and maintain a work environment at the Property that, so far as is reasonably practicable, eliminates risks to health and safety;
- (b) Ensure that persons on the Property, and on land in the vicinity of the Property, as far as is reasonably practicable, are not exposed to risks to their health and safety that are under the control of the Lessee;
- (c) Develop procedures for dealing with emergencies that may arise on the Property, and ensure that Persons under the control of the Lessee, and employees of such persons, understand and comply with those procedures;
- (d) Ensure that there are in place effective methods for regularly identifying existing and new risks to the health and safety of persons at and in the vicinity of the Property, and inform the Lessor in writing of all such risks identified by the Lessee;
- (e) Co-operate with and assist the Lessor to comply with the Lessor's duties and obligations in relation to the Land and the Property (if any) under the Act and all regulations, rules, guidelines and codes of practice made thereunder, any amendments thereof, and anything in substitution therefor;

- (f) Provide training, information, instruction and supervision necessary to protect Persons under the control of the Lessee, and employees of such persons, from risks to their health and safety arising from activities carried out at the Property;
- (g) Acquire, and keep up to date, knowledge of work health and safety matters; and
- (h) Ensure that it has appropriate processes for receiving and considering information regarding incidents, hazards, and risks, and for responding in a timely way to that information.

19.4. In clause 19.3 'health' shall have the meaning given to that word by the Act.

19.5. The Lessee shall as soon as practicably possible after becoming aware of the following give notice to the Lessor of:

- (a) Any more than minimal damage to property as a result of the Lessee's activities on the Property;
- (b) Any circumstances occurring within the Property likely to cause more than minimal damage to property;
- (c) Any notifiable event (as defined in the Act) occurring at the Property.

Provided however that any non-notifiable event does not need to be reported by the Lessee to the Lessor immediately, but must be provided to the Lessor in writing (H&S List) at the next Annual Stakeholder Meeting.

19.6. If the Lessee shall default in carrying out any of its obligations under clauses 19.1 to 19.5 and if the Lessor shall choose to carry out any necessary work to remedy the default then the Lessee shall forthwith upon demand reimburse to the Lessor all money so expended or incurred by the Lessor, without prejudice to any other rights and remedies of the Lessor.

## **20. No Caveat**

20.1. The Lessee shall not register a caveat against the Property or the Land.

20.2. The Lessor shall not be required to register this Lease under the Land Transfer Act 2017.

20.3. The Lessee shall have no right of acquiring the fee simple of the Land.

## **21. Building Safety**

21.1. Without limiting anything in 19.1 the Lessee and its contractors shall at all times during the term of this Lease, at its own cost, comply with the Building Act 2004, the Fire and Emergency New Zealand Act 2017, and any regulations made thereunder including, but not by way of limitation, the Fire Safety and Evacuation of Buildings Regulations 2018.



**22. No Mortgage or Charge**

- 22.1. The Lessee shall not mortgage, charge, create a lien over, or otherwise grant as security, the Property or the Land owned by the Lessor without the prior written approval of the Lessor.

**23. Entire Understanding**

- 23.1. This Lease embodies the entire understanding and agreement between the parties hereto and any previous representations and arrangements whether express or implied in respect of the subject matter of this Lease are merged herein.
- 23.2. The Lessor shall not be bound by this Lease until this Lease has been signed by the Lessor.

**24. Alcohol**

- 24.1. The Lessee shall not, during the term of this Lease, supply or sell alcohol on the Property and shall not apply for a licence to supply or sell alcohol on the Property without the prior written approval of the Lessor whose consent shall not be unreasonably withheld. In this clause the word 'alcohol' has the meaning given to that word by the Sale and Supply of Alcohol Act 2012.

**25. Destruction**

- 25.1. Subject to clause 25.2, in the event of the Improvements upon the Property or any part thereof being damaged or partially destroyed by fire, tempest, earthquake, act of God or by any other cause but not so that the same may be repaired or reinstated without having to wholly rebuild, and if the policy or policies of insurance effected by the Lessee on the said Improvements shall not have been vitiated or payment of the policy monies refused in consequence of some act omission or default of the Lessee or employees, contractors, agents, customers or invitees of the Lessee, and if the insurance monies are paid to the Lessor the Lessor shall repair and reinstate the said Improvements (but so that the Lessor shall not be bound to expend on the said repair and reinstatement a greater sum than the insurance monies received by the Lessor) and **PROVIDED THAT** the Lessee shall not have committed any breach of the provisions of this Lease, a fair and just proportion of the rent, according to the damage sustained to the said Improvements and the extent to which the said Improvements may be rendered unfit for use by the Lessee shall, as from the date of such damage or destruction, be suspended until the said Improvements shall have been repaired and reinstated and if any question shall arise as to whether by reason of any destruction or damage the said term shall be deemed to have ceased and determined or what proportion of rent ought to be suspended or for how long on account of such destruction or damage then such dispute shall be referred to arbitration.
- 25.2. If the Improvements during the term of this Lease are totally destroyed by fire, storm, earthquake, act of God or by any other cause or is so damaged thereby as to be rendered totally untenable or unfit for use and the insurance monies (if any) paid to the Lessor having been received by the Lessee, under any policy or policies of insurance effected by the Lessee, shall not be sufficient to meet the cost of such repairs and reinstatement or if by any reason by the bylaws in force the same cannot be repaired or reinstated then, and in either one of such cases, the term hereby created shall forthwith cease and determine without compensation by the Lessor but without releasing the Lessee from liability for rent then due or in respect of the breach or non-

observance or non-performance of any covenant, condition or agreement herein contained or implied made or occurring prior to the date of such damage or destruction.

25.3. If the Lessee is unable to use the Property for the Permitted Use or is unable to gain access to the Property to carry on the Permitted Use because of:

- (a) A prohibited or restricted access cordon applying to the Property; or
- (b) A prohibition or restriction on using the Property imposed by a competent authority; or
- (c) A storm, fire, earthquake or other natural disaster,

then a fair proportion of rent and outgoings shall cease to be payable commencing on the date the Lessee becomes unable to use the Property for the Permitted Use or becomes unable to access the Property to carry on the Permitted Use, until the date the Lessee is able to use the Property for the Permitted Use or becomes able to access the Property to carry on the Permitted Use.

If this clause 25.3 applies and the Lessee is unable to use the Property for the Permitted Use, or is unable to access the Property to carry on the Permitted Use, for a period of 9 months then either party may terminate the Lease by notice in writing to the other without prejudice to the rights and remedies of either party against the other for any prior breach of this Lease.

Provided however that should there be any conflict between this clause 25.3 and clauses 25.1 and 25.2, then those clauses 25.1 and 25.2 shall prevail.

## **26. Ownership of Improvements**

26.1. Any improvements made to the Property by, or on behalf of the Lessee, at any time during the Term of the Lease, including any renewed term, shall be held on trust by the Lessee for the Nelson City Council. All improvements shall vest in the Nelson City Council upon the earlier of the expiration or earlier termination of the Lease or the dissolution of the Tahuna Beach Camp Incorporated, without compensation payable to the Lessee by the Lessor.

26.2. All Improvements on the Property are to be recorded in a list as at 30 June each year (Assets Improvements List) and will be provided to the Lessor prior to the Annual Stakeholder Meeting.

26.3. Clauses 26.1 to 26.2 shall survive the expiry or termination of this Lease.

## **27. Erosion**

27.1. The Lessor may do all things the Lessor considers necessary to protect the Property from erosion and the Lessee shall do nothing which may affect the stability of the Property except with the Lessor's prior written consent.

27.2. Nothing in this Lease, express or implied, shall oblige the Lessor to undertake works to protect the Property from erosion or to repair erosion damage.

27.3. The Lessee may with the prior written approval of the Lessor, and at the Lessee's cost, carry out works on the Property to protect the Property from erosion. In seeking the

Lessor's approval under this clause, the Lessee shall submit plans for the proposed work. The Lessor may impose such conditions on any approval given under this clause as the Lessor thinks fit including, but without limitation, the conditions described in clause 8.3 of this Lease.

**28. Meetings**

- 28.1. If requested by either party, representatives of the parties shall meet, such meeting to be at a time and place suitable to both parties.

**29. Access**

- 29.1. The Lessor is responsible for the sealing and maintenance of the access road to the Property from the corner of Beach and Golf Roads to the entrance to the camping ground.

**30. Fixtures and Chattels**

- 30.1. A list of fixtures and chattels situated on the Property as at the Commencement Date and the ownership thereof is attached as the Second Schedule to this Lease. The Lessee and the Lessor agree to update such list annually on or about the 30th day of June in each year. Where the updated list has been approved in writing by the Lessor and the Lessee it shall be deemed to form the Second Schedule to this Lease, without a formal variation of this Lease, and to be in substitution for all previous lists.

**31. Renewal**

- 31.1. If the Lessee has not been in breach of this Lease and has given to the Lessor written notice to renew the Lease nine (9) calendar months before the end of the term, and the terms of clause 31.3 below are satisfied, then the Lessor will grant to the Lessee a renewal of this Lease for the further term commencing on the renewal date.
- 31.2. A renewed Lease granted pursuant to 31.1 shall be on the same terms and conditions as are herein expressed or implied except that the term of the Lease plus further terms shall expire on or before the Final Expiry Date.
- 31.3. The renewal of the Lease pursuant to clause 31.1 above, is conditional upon the Lessor and Lessee agreeing upon the percentage of gross income and the Base Fee to be payable by the Lessee pursuant to clause 4.5 (a) during the renewed term.

**32. Accounts**

- 32.1. The Lessee shall keep up to date and accurate accounting records relevant to and describing the business carried on by the Lessee on the Property and the financial position of the Lessee, including, but without limitation, information from which the gross income, as described in clause 4.5(b), can be ascertained and determined.
- 32.2. The Lessee shall keep for at least one year after the end of each Lease year, as defined in clause 4.5(c), all receipt books, sales slips, dockets, bank deposit records and other evidence of gross income for that Lease year.
- 32.3. The Lessee shall, when requested by the Lessor, provide the Lessor and its agents with access to the accounts, budgets and records, described in clauses 8.11, 32.1 and 32.2 for the purposes of inspection and audit, and shall permit the Lessor and its agents to take copies of such records and shall provide such further information as may be

requested by the Lessor to verify financial statements for the Lessee's business, gross income and the Lessee's compliance with the terms of this Lease.

- 32.4. Within three months of the expiration of each Lease year, as defined in clause 4.5(c), the Lessee shall supply the Lessor, free of charge, with a statement by a chartered accountant certifying the Lessee's gross income for that Lease year.
- 32.5. The Lessee is to produce audited accounts to the Lessor within three months of the end of each Lease year. The Lessor acknowledges the audited accounts comprise confidential information and unless required by law, the Lessor shall not disclose the audited accounts to any person without the prior consent of the Lessee.

**33. Rules of the Society**

- 33.1. The Lessee shall not alter the Lessee's Rules without the prior written consent of the Lessor, which shall not unreasonably be withheld or delayed.
- 33.2. The Lessee shall at all times comply with the Lessee's Rules and, without limiting the generality of the foregoing, shall not carry on or propose to carry on any operation which is beyond the scope of the objects of the Lessee as defined in its Rules.

**34. Business Advisor**

- 34.1. The Lessor, or the Lessor's Chief Executive, may at any time and from time to time appoint a **Business Advisor** to provide governance advice to the Board of the Lessee (described in the Rules of the Lessee as the Executive), and to assist in achieving the Lessor's governance requirements, during the term (including any renewed term) of this Lease. The Lessee accepts the appointment of the Business Advisor.
- 34.2. The Lessor may at any time, on the advice of the Business Advisor acting reasonably, terminate this Lease by 3 months' notice in writing to the Lessee. Termination of this Lease pursuant to this clause shall be without prejudice to the rights and remedies of the Lessor against the Lessee for any prior breach of this Lease.
- 34.3. The Lessee shall reimburse the Lessor for half the costs and expenses payable by the Lessor to the Business Advisor. The Lessor may, at its discretion, invoice the Lessee on a monthly basis. In respect of each and every invoice issued pursuant to this sub-clause, payment shall be made by the Lessee to the Lessor by the 20<sup>th</sup> day of the month following the date the Lessee receives the invoice from the Lessor.

**35. Possession of Lessee's chattels upon expiry or termination of lease**

- 35.1. The Lessee agrees that all chattels owned by the Lessee as at the Commencement Date, and all chattels purchased by the Lessee thereafter (**Lessee's Chattels**), can be used by the Lessor and/or an incoming Lessee of all or part of the Property following the expiration or termination of this Lease. Accordingly, possession of the Lessee's Chattels shall be given by the Lessee to the Lessor and/or an incoming Lessee nominated by the Lessor immediately upon expiration or termination of this Lease to ensure continuity of trading of the Tahuna Beach Camp with a minimum of inconvenience and disruption, pending the Lessor becoming the owner of the Lessee's Chattels upon the winding up of the Lessee.
- 35.2. Clause 35.1 shall survive the expiry or termination of this Lease (irrespective of the reason for termination) and may be enforced by either party as if this Lease was still in force.

**36. Further Compliance with Specific Laws**

36.1. Without limiting any other provisions within this Lease, the Lessee shall at all times comply with its duties and obligations under the following:

- (a) Camping Grounds Regulations 1985 (Regulations), including but not limited to, the Lessee keeping and maintaining all records that are required to be kept under the Regulations.
- (b) Health (Registration of Premises) Regulations 1966, including but not limited to, the Lessee ensuring that at all times during the term of this Lease (and any renewed term), that it holds a current certificate of registration in respect of the Property.
- (c) Any resource consent relating to the Property or the Permitted Use, including but not limited to, any relocatable home park being situated on the Property.
- (d) Nelson Resource Management Plan, any amendments thereto and any plan in substitution thereof.

36.2 The following clause shall apply to any relocatable home park situated on the Property:

- i. Unless stipulated otherwise, all definitions contained within the Regulations, shall apply to this clause 36.
- ii. All relocatable homes situated within the relocatable home park on the Property must comply with the Building Regulations 1992 (unless an exemption has been granted and remains in effect pursuant to clause 14 of the Camping Ground Regulations 1985).

This Deed was executed the day and year hereinbefore written.

Signed by **NELSON CITY COUNCIL**  
as Lessor:

\_\_\_\_\_  
Mayor / Councillor

\_\_\_\_\_  
Deputy Mayor / Councillor

**THE COMMON SEAL of TAHUNA  
BEACH CAMP INCORPORATED**  
was hereunto affixed in the presence  
of two members of the Board and  
the Secretary:

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Secretary

**FIRST SCHEDULE**

Name and Address of Lessor:	Nelson City Council 110 Trafalgar Street/PO Box 645 Nelson.
Name and Address of Lessee:	Tahuna Beach Camp Incorporated 70 Beach Road, Tahunanui 7011 Nelson.
Commencement Date:	1 July 2021.
Term of Lease:	11 years.
Further Terms:	Two rights of renewal of 11 years each.
Renewal Dates:	1 July 2032, 1 July 2043.
Final Expiry Date:	30 June 2054.
Property:	That part of the Land outlined in red on the plan attached to this schedule, including the walkway to Golf Road.
Land	Means the land contained: <ul style="list-style-type: none"><li>• In record of title NL 2B/1146;</li><li>• In record of title NL 2B/1147; and</li><li>• Lot 116 DP 288 (formerly held in NL 33/88).</li></ul>
Annual Rent:	Refer clause 4 of this Lease.
Frequency of Rental Payment:	Refer clause 4 of this Lease.
Outgoings:	(a) All land tax and other taxes in respect of the Property; (b) All power, telephone, sewerage, water, stormwater, refuse disposal and collection charges and all other utility and service charges in respect of the Property; (c) All costs associated with complying with all statutory, regulatory, code or by-law requirement concerning the use and occupation of the Property and/or Improvements, including compliance with the Building Act 2004; (d) All costs associated with testing of electrical equipment as required by AS/NZ3760:2010 In-service safety inspection and testing of electrical equipment; (e) New Zealand Fire Service charges and the maintenance charges in respect of

all fire detection and fire fighting equipment; and

- (f) Charges payable to the Local Authority pursuant to the Camping Group Regulations 1985 including but without limitation, the cost of obtaining and keeping current any Certificate of Registration in respect of the Property issued in accordance with the Health (Registration of Premises) Regulations 1966, and any renewal of such Certificate.

Permitted Use:

Camping ground, that may include tent sites, accommodation units, mini golf, petanque courts, a retail shop from which the Lessee sells appropriate merchandise for the business of a camping ground, and conference centre, all in compliance with the requirements of the Lessor's Tahunanui Reserve Management Plan and any use that from time to time is approved in writing by the Lessor.

In addition, ancillary to the Permitted Use, the Lessee may undertake the following activities on the Property:

- Community based events, such as, markets, fairs or "walkathons".
- Outdoor concerts and festivals.
- Outdoor ceremonies, such as, weddings.
- Adventure playgrounds.
- Stock grazing.
- Mobile food and drink vending.
- Caravan, motorhome and vehicle storage.
- Community gardens.
- Bicycle hire and repair.
- Relocatable home park.

Improvements Rental Percentage:

10%

Public Risk Insurance Amount:

\$2 million or such greater amount as considered appropriate by the Lessee.

Default Interest Rate:

10%



**SECOND SCHEDULE**

**[List of fixtures – owned by Lessor, owned by the Lessee, List of chattels – owned by Lessor]**

**This list to be updated annually as at 30 June each year.**

DRAFT

**THIRD SCHEDULE**

[map of trees – refer clause 8.2(a)]

DRAFT

**FOURTH SCHEDULE**

List of Nelson City Council approved arborists

Nelson Tree Specialists Limited.

Treescape Limited.

Nelmac Limited.

Manor Property Services Limited.


DRAFT

Item 7: Tahuna Beach Camp - Approval to Lease Campground to the Tahuna Beach Camp  
Incorporated: Attachment 1- A2710240



**Lease – Tahuna Beach Camp Incorporated**

 **Nelson City Council**  
Te Kaunihera o Whakatū

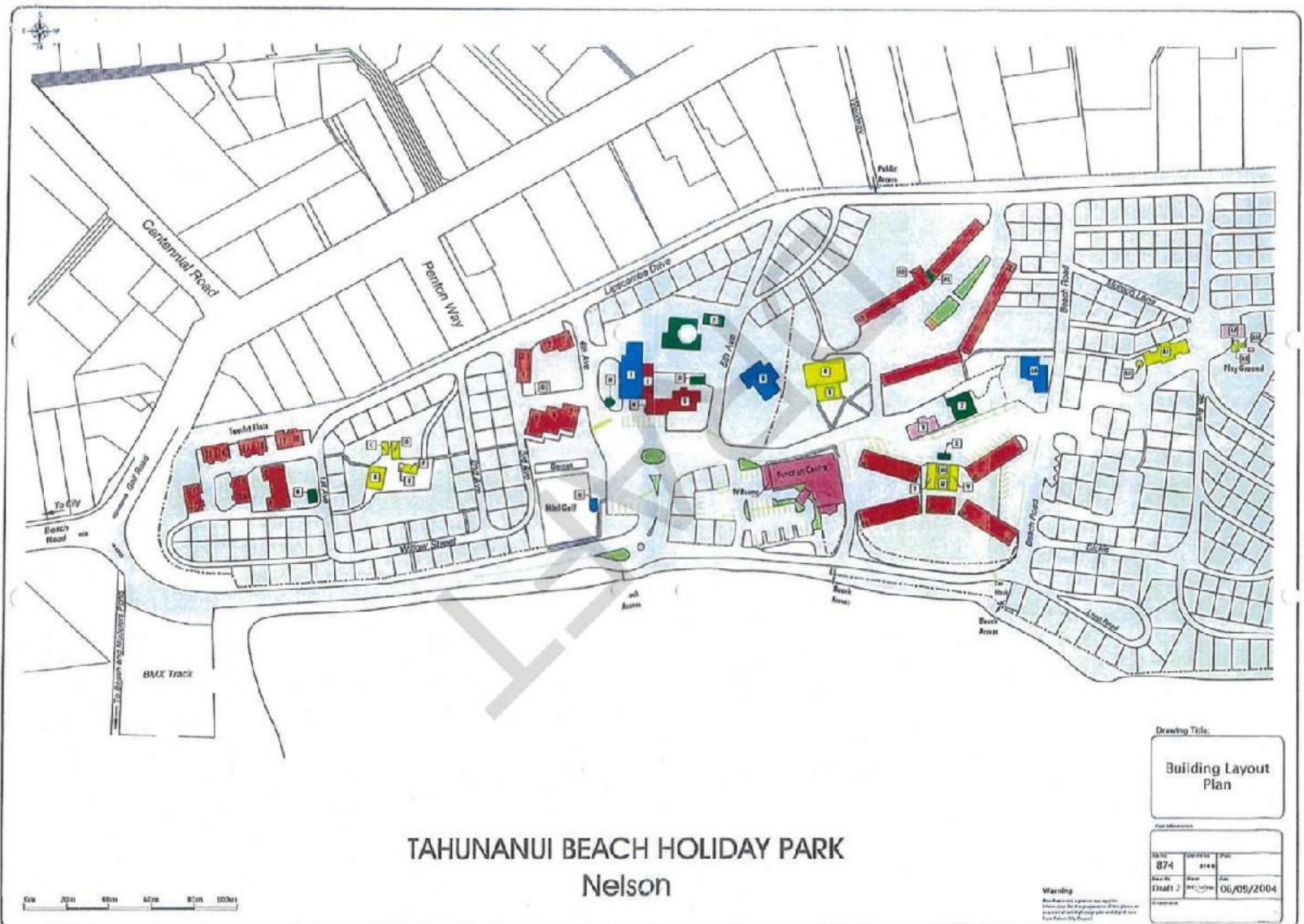
 Lease area 16,654m<sup>2</sup>

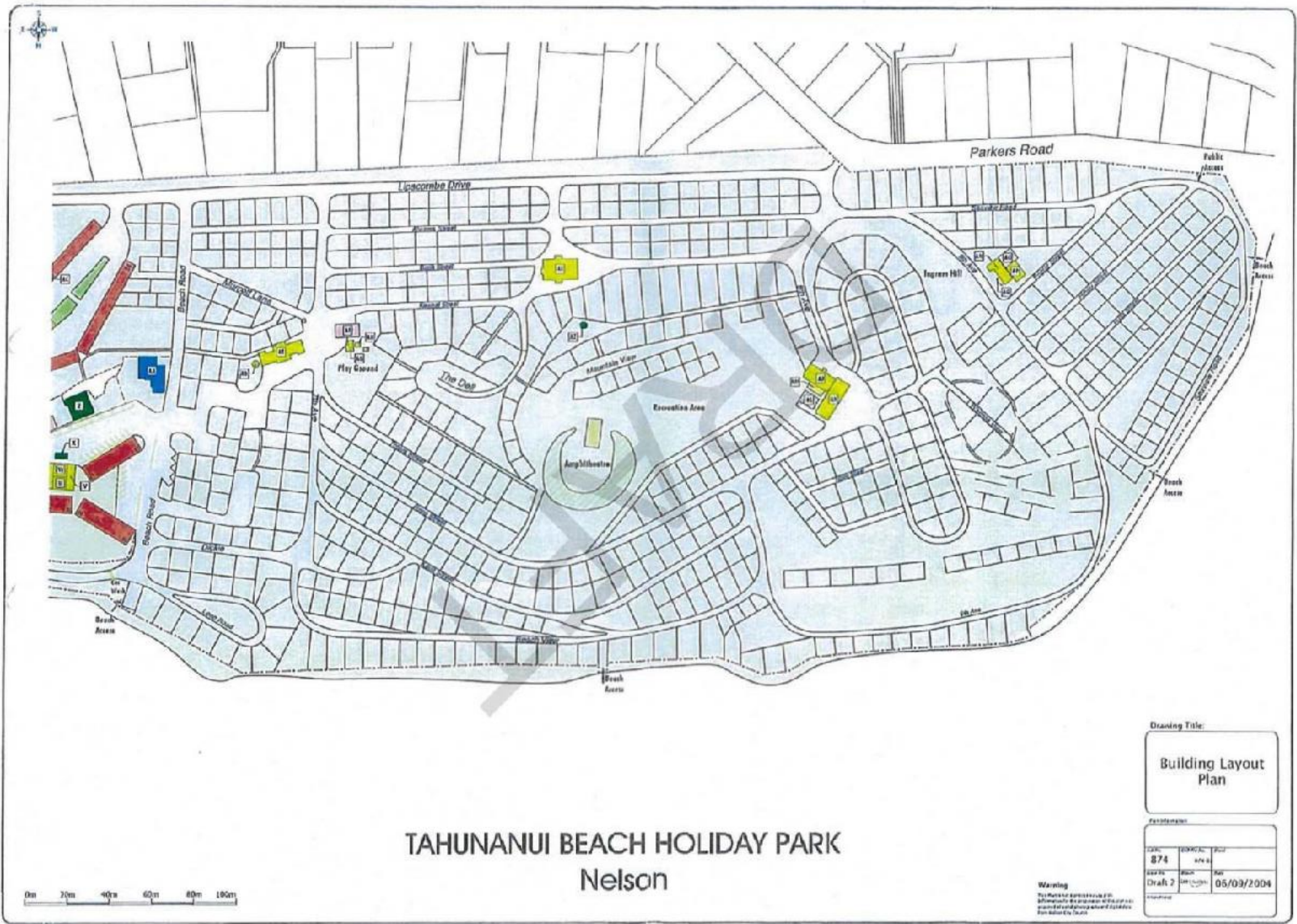
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PO Box 645 Nelson 7040 New Zealand PH 03 5460200 nelson.govt.nz

File Ref: A252166  
KS, Original map size A4.  
Cadastral information derived from Land Information New Zealand. CROWN COPYRIGHT RESERVED.







**SECOND SCHEDULE**

[List of fixtures – owned by Lessor, owned by the Lessee, List of chattels – owned by  
Lessor]

This list to be updated annually as at 30 June each year.

DRAFT

Item 7: Tahuna Beach Camp - Approval to Lease Campground to the Tahuna Beach Camp  
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SECOND SCHEDULE

TAHUNA BEACH CAMP – LESSOR OWNED BUILDINGS

1-7	Motel Units
8-9	CCS Disability Motel Units (gifted by Rotary)
10-19	Tourist Flats
20- 31	Studio Flats
32-47	Tourist Cabins
48-64	Cabins
A	Electrical switchboard/linen storage
B	Kitchen
C	Shower
D	Toilets
E	Laundry
F	Toilets
G	Laundry/Storeroom
H	Traffic Control
I	Shop and associated storage
J	Storeroom
K	Reception
L	Offices
M	Garage
N	Mini Golf Office
O	Workshop
P	Garages
Q	Staff Accommodation
R	Toilet/Showers
S	Laundry
T	Toilets/Showers
U	Laundry
V	Toilets/Showers
W	Storeroom
X	Boiler Room
Y	Kitchen
Z	Storeroom
AA	Staff Accommodation
AB	Kitchen
AC	Storeroom
AD	Water Tower
AE	Toilets/Shower
AF	Kitchen
AG	Mothers Room
AH	Accessible Shower
AI	Toilets/Showers
AJ	Showers
AK	Toilets
AL	Kitchen
AM	Showers
AN	Toilets



Item 7: Tahuna Beach Camp - Approval to Lease Campground to the Tahuna Beach Camp  
Incorporated: Attachment 1- A2710240

AO	Kitchen
AP	Showers
AQ	Laundry
AZ	Water Tower

DRAFT

Item 7: Tahuna Beach Camp - Approval to Lease Campground to the Tahuna Beach Camp  
Incorporated: Attachment 1- A2710240

ASSETS GIFTED TO LESSOR IN 2020 FINANCIAL YEAR

Block 4 hot water upgrade and ceiling repair	39,980
Block 6 hot water upgrade	24,642
Block 4 replace water tank	8,091
Works resulting from cycleway construction	15,313
Stage floor replacement	4,117
Entrance road markings replacement	7,393
Road repairs	23,060
New pedestrian crossings	2,557
New directional signage	11,207
Fuse box upgrades	6,405
Total	\$393,716

**THIRD SCHEDULE**

[map of trees – refer clause 8.2(a)]

DRAFT

**THIRD SCHEDULE**

[map of trees – refer clause 8.2(a)]

DRAFT

THIRD SCHEDULE  
Important Landscape Trees – Tahuna Beach Camp



Group of conifers at western end of campground.



Two English oaks (periodically reduced) at plot 273 and above plot 554.

Item 7: Tahuna Beach Camp - Approval to Lease Campground to the Tahuna Beach Camp  
Incorporated: Attachment 1- A2710240



Eucalyptus adjacent cabin 46 & 47 and Banksia rear of cabin 23 & 24



Banksia (reduced) on plot 59



Item 7: Tahuna Beach Camp - Approval to Lease Campground to the Tahuna Beach Camp  
Incorporated: Attachment 1- A2710240



Cedar and Banksia west of reception



Arbutus Group on mound near plot 437 and Arbutus trees on plot 398, 595, 354

**FOURTH SCHEDULE**

List of Nelson City Council approved arborists

Nelson Tree Specialists Limited.

Treescape Limited.

Nelmac Limited.

Manor Property Services Limited.

DRAFT



Item 7: Tahuna Beach Camp - Approval to Lease Campground to the Tahuna Beach Camp Incorporated: Attachment 2 – A2761223

Suburb where you live	Let us know your thoughts about leasing the land to the Tahuna Beach Camp Ltd.	Is there anything else you wish to add?	Support/Don't Support/Neither
Washington Valley	Time to carve it up. Turn it into something that all of Nelson and tasman can go there. It's time the the camp goes and make it a money maker for all.		Don't Support
Bolt road	Good idea. They maintain it well and make improvements which is good too.		Support
Tahunanui	Absolutely! Tahunanui Beach is world class!	Tahunanui is an amazing place to live and the campground is so welcome!	Support
Stoke	Go for shorter intervals of 5 years		Support
Tahunanui	Lots of improvements in last 2 years there. They working hard to improve the camp. Should be given the chance to continue.	It's a asset for Nelson, needs to continue. Support them to grow, improve the camp so it can still be here in another 80+ years	Support
Tahunanui	Yep. Its good. There are doing a great job		Support
Nelson	I support the proposed 33 year lease to the Tahuna Beach Camp	As a permanent resident of the camp who resides in the Beach View area, I'd like to comment on the state of the Beach View roading - it has deteriorated to a point where it is now a health and safety issue. When we moved to the camp in 2015 we were told that the road would be done - much like the other finished areas in the camp. This still has not been done. There have been some accidents on the roading where both residents and holiday makers (including children) have tripped and fallen while walking or biking. I'm aware that this has been brought to the Boards attention but we are still waiting! Is there some way that Council as owner, landlord and regulator under the Camping Ground Regulations, can facilitate the Beach View roading renewal as part of the lease approval?	Support
Nelson	THIS IS AN ADDITION TO THE ONLINE FORM I SENT THROUGH THIS MORNING. I have since found out a little more, via an older Nelson Mail article, about the current lessees of the beach camp and am interested to hear it is a not-for-profit business - but now makes a decent profit due to new board and management in the last few years. This is good news....so it might be worth adding a few points.	There could also be an opportunity for semi-permanent/permanent tiny houses, owned by the camping ground, and rented to tenants...on a similar basis to what I proposed in my first submit on this property.  With many new local/national businesses now offering some very clever and affordable tiny house designs, it could be an opportunity for the beach camp to invest in a few as fixtures, with some of the profit made over the last few years. These could be both viable rental housing and a showcase of what Nelson and other councils around NZ could do towards affordable housing. As an example, a friend who has just finished building a tiny house on a trailer, cost around \$100,000 for a 7 x 2.5m home with loft bedroom, completely self-contained with own kitchen, bathroom, laundry, self composting toilet etc. If it's any sort of cred, I was Tasman District Councillor 2010-2016 and passionate about tiny home living at the time and had been talking about this long before then - surely it is time to actually start putting some of these simple ideas into practise rather than just talking. The models are there - the beach camp would be a great place to trial something new. Thanks for listening.	Support
Nelson	a part of Nelson. MUst be renewed so people can continue to enjoy the camping lifestyle at such a wonderful site.		Support
Tahunanui	Please let them lease again.		Support
Tahunanui	Yes renew the lease. This is a great place for visitors and the money that they spend in Nelson over the Holidays helps the whole town.		Support
Havelock	I think it is a good idea it stays with tahuna Beach camp ltd	No	Support
Stoke	The proposal sounds ok as long as it doesnt effect the camp as it is now. The camp has been an amazing part of my families holiday destination for years like many others.		Support
Nelson	It's a wonderful asset for Nelson. It appears to be well organised and well run.	I think let what's working well continue to be. Let Tahunanui Beach Camp Ltd continue their lease.	Support
Tahunanui	Support the area remaining as a camp leased to tahuna beach camp ltd.	I would like to see the lease amended so there is public access to use the back beach end near parkers cove as a public park during quieter times for campers. From after easter through to start of December fences could be altered and picnic type areas added for public recreation use.	Support
Enner Glynn	Leave it as a camp. Just renew	No	Support
Tahuna	Yes renew the lease for 10 years	Only lease for 10 year lots.	Support
Moana	Yes. Great idea to renew the lease to Tahuna Beach camp ground	One of the best camping grounds I have stayed at. Long may it continue.	Support
Stoke	Currently this is being run in an excellent and efficient manner. Long may they continue.		Support
Stoke	Does the lease have to be for the whole area? Can it be reduced and some of the are used for something else? Tahuna is in need of a supermarket for so many years, and apparently it can't be done as no big enough area for lease. Do we need such a massive holiday park though? The end of the holiday park, around the dog beach, including Parkers road needs attention, it looks tired and old. Sidewalks need refurbishing, speed bumps to be added, etc. It is a residential area, and can turn to such a lovely family/touristic area if planned well.		Support
Nelson south		Add some community housing there.	Neither
Nelson /Tahunanui	Hi there, Yes lease the land it's a great spot!	I am currently staying at the campground and loving that they are planting so many new trees But please stop them using round up/glyphosate! i asked them what they were spraying and he said round up. It is so bad for the environment, the soil, the micro organisms, kids play all amongst the trees (my son does all the time) and also it running into the sea right there for the plants and animals. please do the research, find other solutions and stop the use of it. Would be really good to restrict them from using it.	Support
Tahunanui	I think it's a great idea to give them the new lease. They have been doing a great job with lots of maintenance on buildings and the gardens. It would be a shame to loose such a valuable asset to the Nelson region.		Support
Tahunanui	It is a blissful place for campers, the people of Nelson, so handy for groups both in Nelson and other areas. The use of 45 acres so close to a city is good for all. Many car, boat, camper organisations use this area. There are also quite a few people living year round.		Support
Brightwater	I think current leaseholders appear to to a great job running the camp. I hope it stays like it is, a great place for NZ families.		Support
Tahunanui	Do it. The management team are amazing at that grounds and it's a huge money maker for the city your in need of.	Renew their lease	Support
The Wood	Keep it as a camp!!! So many familiys go there and spend money in Nelson Best camp near everything you need top camp in the south island	Best camp don't get rid of it	Support
Tahunanui	It's great! Lease it so visitors can come and stay	No	Support
Stepneyville	Keep letting them lease it. No one should build that close to the high tide line anyway so not use for housing. It's a fantastic asset to nelson, and the maker of many happy memories for families.	Make sure they include a dog friendly section of the camp ground	Support
tahunanui	Yes definitely renew lease		Support
Tahunanui	show some leadership and sell it as affordable housing. Nelson needs affordable housing more than it needs motor campers and besides there are other camp grounds		Don't Support

Item 7: Tahuna Beach Camp - Approval to Lease Campground to the Tahuna Beach Camp Incorporated: Attachment 2 – A2761223

Richmond	Customer would like the for the power of council to give 6 months notice for the easement should it be required along the form of beach road. A strip down beach road would be a better route than Muritai street		Neither
Dunedin	I don't know anything about the current lessees of the park but wonder if council has given any consideration to other innovative proposals for the park. There could be the opportunity to utilise the land for something more creative and useful to the community at large. Or, if continuation of the current lessees continues, might they/council be open to a co-project on the land? The lease seems exceptionally long should council decide it might have other ideas for the area. The future of tourism is shaky to say the least into the foreseeable future.	We know there is a housing crisis in Nelson. We know there is a rising demographic of single dwellers, particularly in the mid to older age groups, unable to afford any sort of reasonable housing in Nelson. We currently have dozens of people living in expensive, inadequate motel situations unsuitable for the task. Homelessness and emergency housing are becoming everyday terms. This site would be ideal to role-model a temporary/mid-term tiny home village. I'm aware there are already a few longer-term residents in small trailer homes at the grounds but I am suggesting a fuller model, a small neighbourhood community in effect, incorporating food gardens and perhaps interactive spaces. It could be a standalone idea backed by NCC and well-managed by someone (several capable people spring to mind) with a set of behavioural/communication protocols and tailor-made charter for this situation. The wheel would not have to be reinvented as there are several successful existing models willing to share their resources. Or it could stand alongside seasonal campers using the space also - the site could be dual-purpose. I think this would be a good use for affordable single/couples/small family accommodation - and with the vision portrayed clearly I believe in general it would be welcomed by the community at large as another micro solution to our housing dilemma. Given the low-lying nature of the land and it's vulnerability to climate change and sea-level rise, any activities or accommodation would need to be either of a temporary nature or moveable - which is why a short/medium-term tiny home village would be ideal for such a location. This could extend to longer-term if climate change and lease conditions permitted. Imagine if NCC supported a whole tiny village concept that was well managed and maintained. The usual reactions to such suggestions is to envisage some ghastly 'trailer home' situation which is a million miles away from what I am suggesting - and I have already experienced several well-run campground parks already doing it differently. The key is to incorporate attractive, aesthetic design, affordability, practicality, sustainability and social cohesiveness into the model. Prospective tenants would have to go through a strict process in order to qualify for tenure, including agreeing to the temporary nature of the lease, and to move their homes when required. I ask council to consider the possibilities instead of carrying on with business as usual.	Neither
Tahunanui	I SUPPORT the proposed 33 year lease Hello, my name is Daryl Page, and I am a permanent resident living at the Tahuna Beach Kiwi Holiday Park and Motels (the camp) under the governance of the Tahuna Beach Camp Inc. My partner and I have resided at the camp since 2015 and I have taken an interest in the camp and its environs during this time. As a Nelsonian, I have known of and been a visitor to the camp since childhood. After working through some tough times over the last three years leading to a record annual revenue and achieving a Qualmark Gold status Tourism award this past year, I believe the Board and camp management deserve some certainty over tenure. The fact that Council is now considering a 33 year lease is testimony itself to the success.	Yes, as a resident and someone who is passionate about where I live and the people around me, I would like to comment on a matter that I have discussed with the Board and management previously. This relates to the disrepair of some of the roading within the camp – specifically, the Beach View area where I live. In March 2021, I was asked by a resident to accompany her to a Board meeting – this resident tripped and fell while walking on the internal roading and required medical attention for her injuries. This accident was the catalyst to ask the Board to give the Beach View roading maintenance and upgrade work originally scheduled for 2016, some future work and financial priority. I advised the Board that Beach View residents were concerned about the state of the roading in their area which they felt the camp, quite simply, had not finished its original Beach View development and which they now felt presented a serious health and safety issue and the potential for serious harm. In November 2016, residents were advised by management that over 3000m2 of roads will be resealed. The Beach View roading remains in its original state – built for itinerant camp sites rather than consistent (vehicle) use and is in direct contrast to other developed areas which enjoy roading in good condition and defined edging. Outside of some new seal at either end (which has performed well) of the Beach View development, the existing and original seal is crumbling. Why do I raise this matter as part of this public consultation? Essentially, because the Board and camp management have provided no answer and I believe that Council as owner, landlord and regulator has an obligation to take some form of governance role regarding the policy framework under which the camp operates – maybe the lease agreement provides such a platform? As background, in 2020, Council wrote “Nelson City Council has a responsibility to make sure accommodation in campgrounds we own across the region is compliant with the building and campsite regulations” (letter dated 16 July 2020 – Internal Document ID: A2424304). In accompanying documentation, Council wrote “The end result Council wants to see is a community of people that have safe, secure and healthy homes”. Using a wider interpretation of a safe, secure, and healthy home by applying it to the surrounding environment and my understanding of the Camping Ground Regulations, I also advised the Nelson City Council of the health and safety concern the Beach View roading presented. I believe the Camping Ground Regulations requires sites to be accessible by an all-weather access road and that this access road shall be maintained to the satisfaction of the Local Authority.	Support
Tahunanui	Very hard to give any meaningful feedback on this without analysis of options. What alternatives have been considered? What is the cost versus benefit of the lease? If this information is outlined in a document, please forward it to me. Thanks		Neither
Tahunanui	I support the lease of the land to the Tahunanui Beach Camp. They have been good stewards of the camp. I do think there needs to be better maintenance of caring for the camping areas, adding to the ground good grasses and organic matter to allow the soils and grounds to recover and repopulate with lush grasses.  I also think that it should always be in the reach of local families to camp here, esp keeping prices at a cost locals can afford. Maybe a cost for locals and one for people from away .. like founders ...  I don't like to see it sit empty year in and out and then fill up at Christmas.. cheaper rates throughout the year would help make it affordable and still keep the budgets boosted. I support the housing at the camp as it is, it adds to the character I understand that is not a council thing but it is my thoughts		Support
Tahunanui	Am all for it. It will finally give certainty for all involved in the camp's operations.	It is their reward for all the hard work these last 2 years, following 5 years of "neglect"!!	Support
Tahunanui	This model, nearly 100 years old, is proof that it works. The 3x11 year proposed lease gives certainty for long-term investment in assets and resources by the Camp and the 100 permanent residents living there. I fully support this proposal.	Tahuna Beach Camp puts Nelson on the map as a summer destination. The value that Nelson City and businesses receive from this iconic asset is enormous.	Support
Tahunanui	I’m a home owner down Parker’s cove and my view of the beach and my neighbours views are always blocked by big buses lined up ,either all along the fence line or so close together on the beach front line , this is only the past couple years but prior to that they were put along the other side past the toilet block and everyone could enjoy the view 🏠 I propose that in the winter months from May til sept no one stays down that end - us home owners are tired of it being like this ,I wish for some arrangement to be made so we they home owners are able to enjoy what we paid big money for !	While I’m not one to ever complain this has ticked me and my neighbours off for quite a while . Now willing to try and do something about it . We do However enjoy the festivities of summer and Christmas and don’t mind that the view is completely gone for quite some time but would like to make it so that it’s not all year around now . Nga mihi	Support

Item 7: Tahuna Beach Camp - Approval to Lease Campground to the Tahuna Beach Camp Incorporated: Attachment 2 – A2761223

Tahunanui	I support the plan for Tahuna Beach Camp Ltd to be given a long term lease.		Support
Stoke	The 33 yr lease will be beneficial to the long term planning of the Camp. The NCC will show it has confidence in the governance and management. The physical improvements and finances of the Camp are clearly evident. The lease further cements the goodwill that is needed for progress.		Support
Richmond	The first thing to be noticed about the Tahuna Beach Camp is the tidiness. The grounds are being kept beautifully. If one is to use any ablution block, They are refreshed after years of neglect. Very clean and usable. Staffing. it appears that Management has steadily employed new staff that are not averse to getting work done that has been long neglected. This Tahuna Camp is widely recognised throughout NZ and has a faithful following even in this covet environment. Nelson benefits greatly from this patronage. The NCC also has a duty of care for the long term residents at the camp especially in a time of extreme housing shortage. The long term lease would give certainty to the whole operation of the Camp. It would recognise the work being done already and give a new confidence to running this vital Campground.	The long term lease cements the Tahuna Camp's future.	Support
Stoke	I support the move to lease the land to the Tahuna Beach Camp Ltd		Support
Tahunanui	I support the move to lease the land to the Tahuna Beach Camp Ltd		Support
Dunedin	Renewal of the Tahuna Beach Camp lease provides opportunities to include conditions on the lease that are in the public interest. Conditions could include: - Maintaining and improving public access eg. public walkways and way-finding/signs to/from local streets - Maintaining and improving the trees and landscaping in the Camp – Enabling public use of recreational spaces in the Camp – where feasible and where not conflicting with crowds in summer – Investigating the feasibility of a perimeter walkway and cycleway that connects with wider walking and cycling networks Such conditions could be designed and implemented in a manner that advances the Council’s wider objectives.	The Tahuna Beach Camp is a beautiful space. It provides for a myriad of outdoor experiences and serves as a beautiful neighbour with Tahunanui beach.  It is encouraging to hear that the Council plans to set up long-term leasing arrangements. I hope the Council will give careful consideration to the specifics of how the lease arrangements are designed.	Support
Nelson	It has a pretty strict policies. As a single parent this could of been a permanent place for my family. But the camp wanted same house as every one else built by same person . And same rules as someone who pitches a tent...no pets. Every guest has to sign in a pay. Even tho you had paid over \$100.000 for house . Relax the rules to allow families and not just retired no kids pakeha people. Disappointing that camping is also so expensive and also for the rich . The governance board needs to resign and get ALL new board. Some of them have been on the board over twenty years. I always think there should be a limited as to how long someone on boards can represent or there is a danger that it is controlled by those people.... Just look at Nelson council as an example... A diverse group on board doesn't not mean same caste of people but different gender...again look at Nelson council. Diverse means actually other cultures... other castes.. Ill take a guess that you are pakeha... So probably you will not recommend this change either...hei aha		Neither
Tahunanui	We support the renewal of this lease. We have owned our home that borders the camp for the past 30 years. We have in all that time, regardless of management, have found the camp to be well run, quiet and presentable. It's an asset to Tahunanui and more so to the Nelson region.	The camp is an asset. It's well run and the managers are considerate of neighbours. We are fortunate to have them neighbouring our property. Hope their reneal application is successful.	Support



## Tahuna Beach Camp Incorporated

# Chief Executive's report

For year ended 30<sup>th</sup> June 2021, our 95<sup>th</sup> year

### Executive Summary

The year ended June 2021 was in many ways, just as challenging as the year before. Although there were no lockdowns, COVID cast a long shadow and each month we shared a sense of relief, as we made or exceeded budget in all but two months.

It was only in October/November 2020 that we had enough confidence in our balance sheet, to undertake improvement projects and then it became a mad scramble to see what could be accomplished, in such a short space of time. It required an enormous effort and willing contractors. In the month of December, we never had less than six projects on the go, at any given time and the peak was twelve projects on the go at once.

We also went through an organisational restructure which ended up being far more protracted than anyone could ever have imagined. It left us short on staff and experience over Christmas. But it is a great credit to everyone, that we coped.

It is a year that in many respects I am happy to see in the rear-view mirror. But for all, that we have emerged much stronger, as a business, and as a team.

### Financial Summary

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Income	<b>3,511</b>	3,125	3,123	3,080	3,119	2,822	2,535	2,375	2,331	2,459
Wages	<b>1,149</b>	1,221	1,137	1,179	1,386	1,185	1,112	1,126	1,045	1,078
Outsourced Services	<b>170</b>									
R&M	<b>275</b>	141	249	219	409	335	264	212	180	169
Assets Gifted to NCC	<b>252</b>	394								
Other Costs	<b>1,402</b>	1,207	1,276	1,104	1,247	1,098	1,065	1,047	1,080	1,223
Net Surplus/(Deficit)	<b>263</b>	162	461	578	77	204	94	10	26	11
Net Surplus before R&M	<b>790</b>	<b>697</b>	<b>710</b>	<b>797</b>	<b>486</b>	<b>539</b>	<b>358</b>	<b>202</b>	<b>206</b>	<b>158</b>

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Income

Our income of \$3,5 million was an all-time record. It was only six years ago we topped \$2.5 million for the first time. Whilst this was excellent, the closing of our international borders played a big part in this.

Whether a new wave of domestic tourism was going to make up for losing of 25% of our typical income from international visitors was the great unknown, at the beginning of the year.

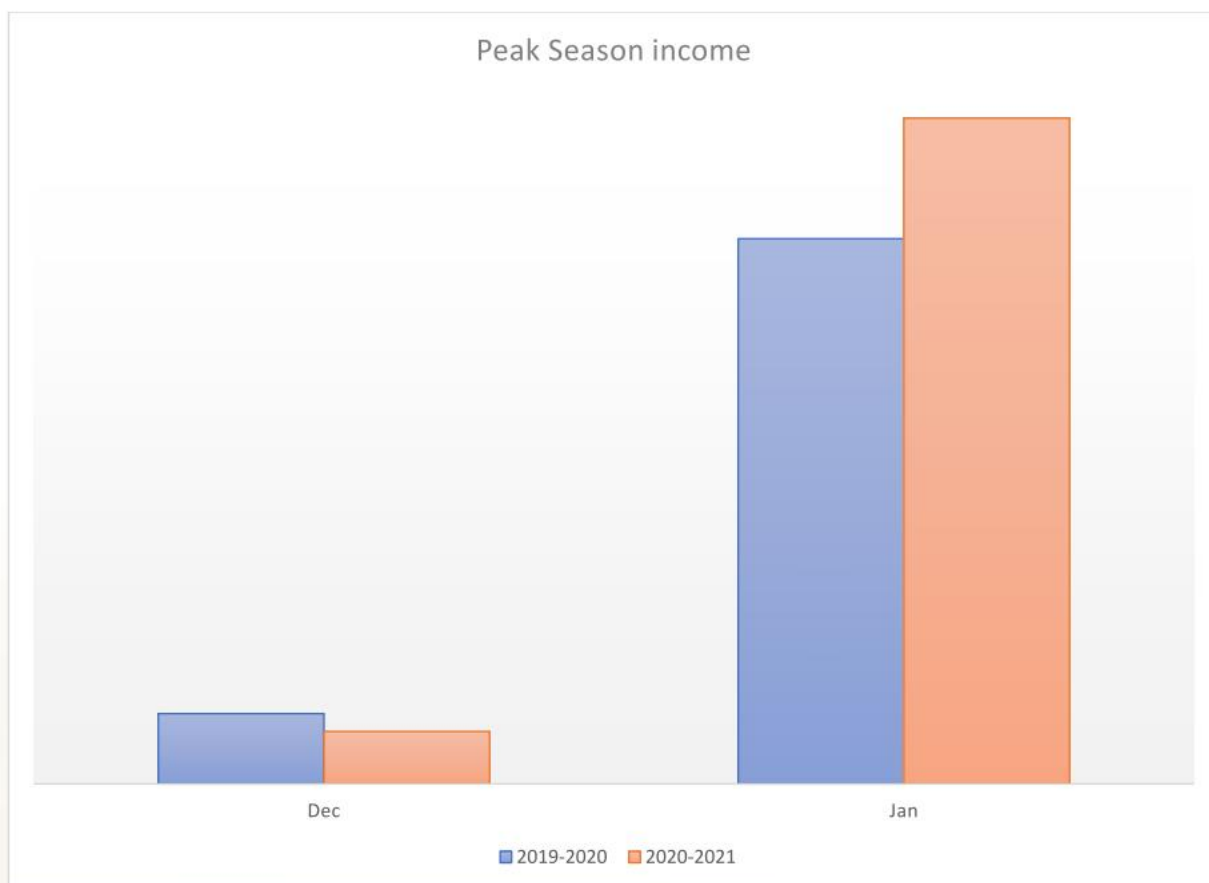
Early months meant little, as we were comparing to traditionally quieter months and even then, we did have a hiccup in November when we could not quite make up for the loss of sports groups.







After that, there were two principle areas of concern, firstly was Christmas going to be Christmas or a mere shadow?



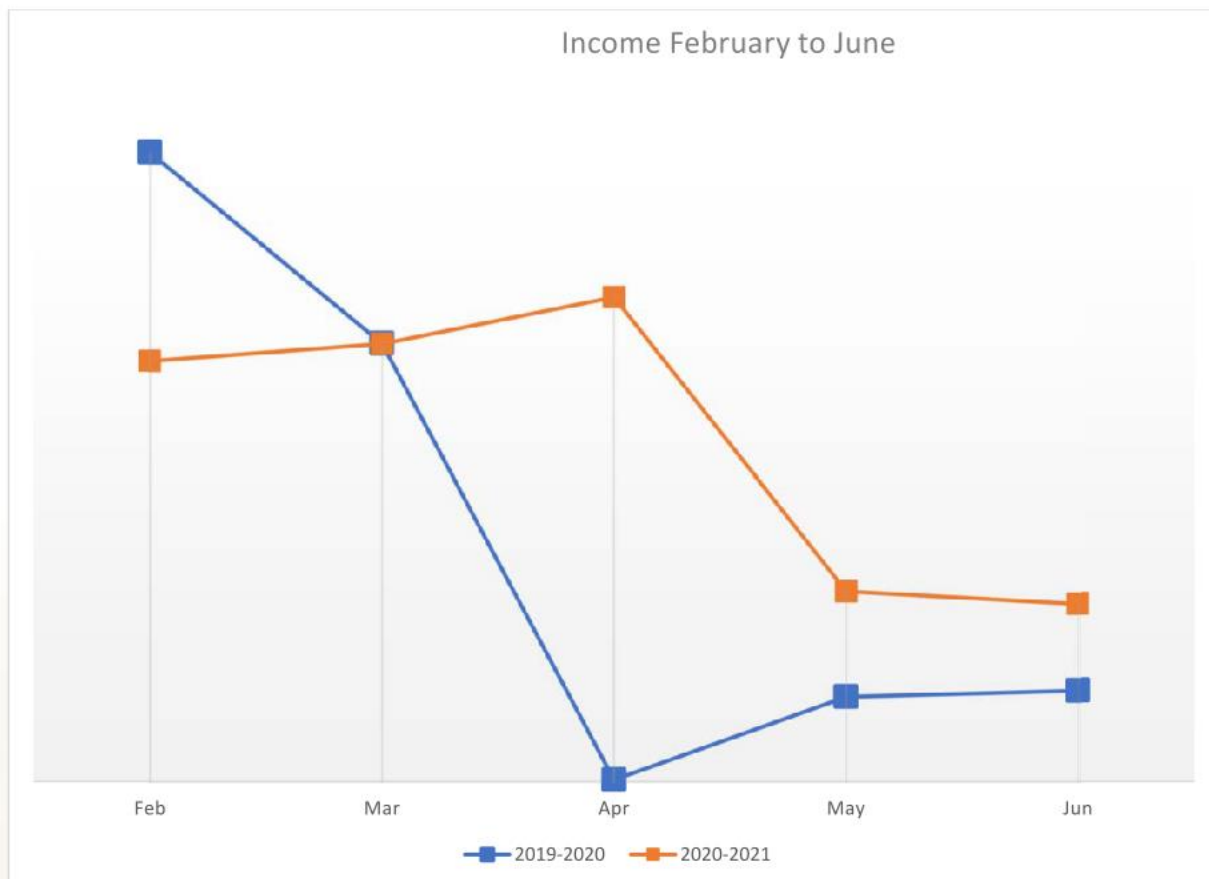
December was slightly behind last year but not enough to be a concern. However, the month of January was very strong.

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The second area of concern was February thru to April as it relies heavily on international visitors – would we make up these numbers or undo some of the hard work?



As feared, we saw a significant drop in income in February compared to last year. I feared that this trend would continue.

However, March was the same as last year (although last year had one week of lockdown).

April was significantly up on last year although last year we were in lockdown then.

May and June were up on last year by similar amounts.

Overall, a fantastic result but one is left wondering whether it can be repeated to that extent (without major investment).

To some extent we were lucky, the holiday park sector, as a whole has done well over this period but spare a thought for South Westland, Queenstown and Kaikoura and other sectors in general.

## Item 7: Tahuna Beach Camp - Approval to Lease Campground to the Tahuna Beach Camp Incorporated: Attachment 3

### Tāhuna Beach Holiday Park and Motel



#### Expenses

##### Wages

	2021	2020
Wages & Salaries	1,149	1,221
Contracted Cleaning	122	70
Contracted Grounds	48	
Total	1,319	1,291
\$ Increase	28	
% Increase	2%	

Our total costs equate to \$3,17 million and wages (incl contracted) account for 42% of that total (typically around 45%).

With yet another significant increase in the minimum wage and several redundancies it is pleasing to note our cost increase was only 2%.

Just as significant our rostering, especially over the peak season, is much improved. We have our staff on when demand warrants it now, as it should be.

The contracting out of a great deal of our grounds work has been a largely successful exercise. Although the hourly rate is higher, we can call on this service when we need it and less or none at all when it is required. The grounds are also looking much improved.

##### Consultants

We have spent \$130,000 on consultants this year (\$31,000 last year). This is without question a significant sum and fortunately much of it is one off in nature.

We contracted in help to document our Operating manual and Software Operating manual for Customer Services and documented our complete summer action plan. This has proved invaluable and will pay dividends for many years to come.

We had considerable spending on HR advice for union negotiations and the restructure in order to ensure this was "by the book".

We also engaged outside help with our social media which in hindsight could just as easily been coded to advertising which is down this year \$47,000 vs \$76,000 last year.

There are also a number of projects we have had consultants engaged with that haven't gone ahead yet and so have not been capitalised or coded to assets gifted to council.

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### Net Surplus

Whilst the net surplus of \$263,000 is good, it is not the whole story. Our sole purpose is to maintain and enhance Tahuna Beach Holiday Park, therefore, to assess that adequately, in my view, one needs to look at three things:

1. Net surplus
2. Assets gifted to NCC
3. Repairs and Maintenance

	2021	2020
Net Surplus	263	162
Assets gifted	252	394
R&M	275	141
<b>Total</b>	<b>790</b>	<b>697</b>

The spend on R&M and Assets gifted combined is nearly identical. We have focussed more on catching up on maintenance and instilling preventative maintenance procedures this year and had less time for projects.

To be nearly \$100,000 better overall considering the extra one-off costs we had this year is a good result.

### Balance Sheet

The pleasing and very important point to note is the strengthening of our Balance Sheet.

Equity has more than doubled to nearly **\$500,000** and long-term loans reduced by **\$84,000**.

Our cashflow was a **positive \$356,000** which has increased our bank balance to nearly **1 ¼ million**.



#### Assets Gifted to the Council.

We spent a considerable sum again this year (nearly \$250,000), on developing the holiday park, as follows:

- Landscape plans, \$10,700
  - We developed an overall plan for the park to work towards over the next 5 years or so.
- Landscape plan for the 2-bedroom Apartments (units 10 -19) \$5,750



The Apartments are nothing special when compared to other accommodation providers in Tahuna or Nelson. What they do have that is unique, is plenty of outdoor space.

We aim to maximise that, by creating private courtyards which will have appeal virtually all year round. The first 3 will be done before Christmas.

- Landscaping planting, \$74,178



Last year our focus was on making our trees safe after many years of neglect.

This year our focus was on replanting and making good on our promise. Only this time we are putting the right trees in the right locations.

***We have planted over 2,600 native plants and some exotic and fruit trees.***

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- Road resealing \$40,104
  - We have a substantial road network, and we prioritised the entrance and exit ways which have the most use and were badly in need of repair
- Water saving project, \$14,280
  - We replaced the shower heads with water saving ones and added larger soap trays at the same time. This has led to a substantial saving in water and suffice to say the project paid for itself in no time. It also dramatically improved the shower experience and we received great feedback.

*"Wonderful facilities – perfect showers"*

*"The showers were the best".*

*"The best showers ever! (As long as you get in early)"*

- Studio 26 – 31 (the front ones) replaced carpets, \$11,739
- Repainted floors in kitchen cabin block, block 3 and shower area of new block 5, \$11,033
- Petanque Court, \$10,318
- Re-roof walkways around Kitchen cabins and Studios, \$10,161
- Retiled Block 2 showers, \$9,763
- Painting Conference centre downstairs meeting rooms, \$9,200
- Block 1 Men's water heating upgrade, \$8,237
- Café electrical upgrade, \$5,440
- Café pergola, \$4,296
- Replaced Block 1 exterior lights with LED sensor lights, \$3,888
  - Also, door screens for all Studios, replaced unit 10 deck, added cabinets to Studios 20-25, Block 3 added urinals, pedal cart shed, Block 4 replaced ceiling, Block 1 upgraded cleaners shed, added bollards to protect corners of blocks from motorhomes and began unit 85&86 mini upgrade.

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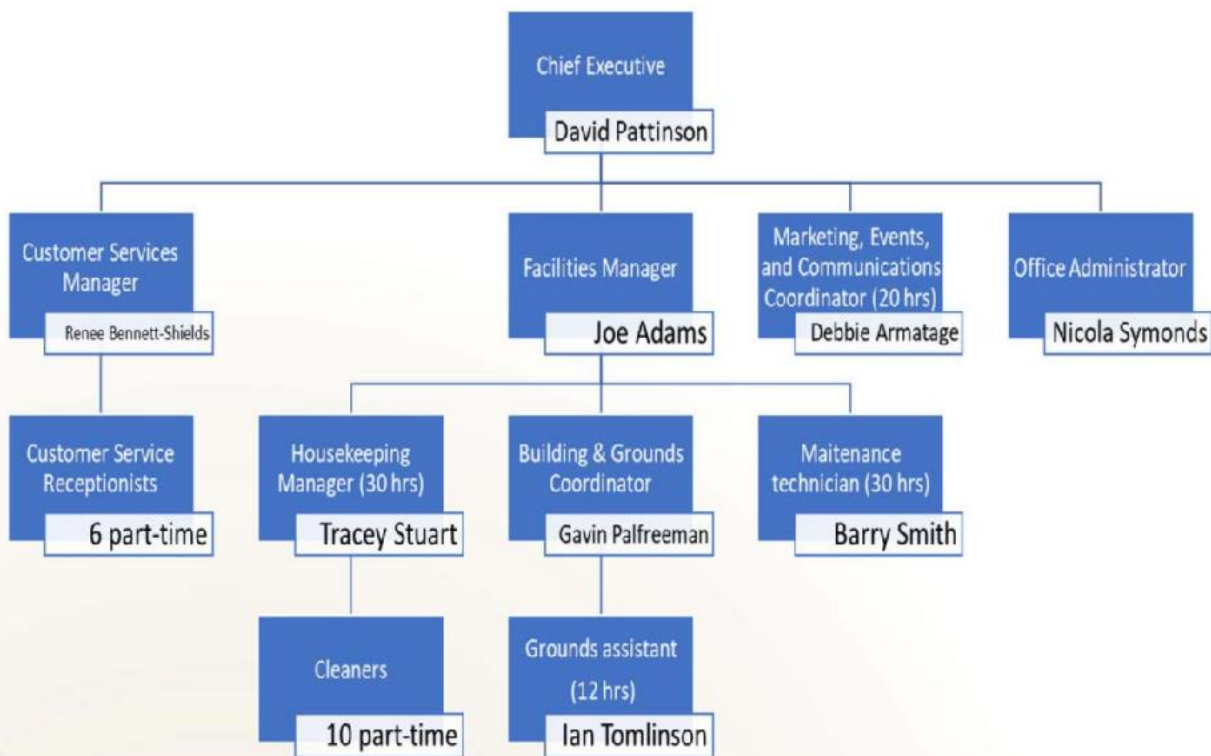


## Operational matters

### Restructure

COVID – 19 came about at a time when we were already looking at a new organisation structure, COVID broadened it and hastened the pace of change. The changes were not well received by some of the staff, change is never easy to accept but when you have worked somewhere for twenty years it must be especially hard.

Our management structure works much better now, with specialists in specialised roles, and I am blessed with a very new but very capable management team.



Our Customer Service team of 8 was reduced to 2 leading up to Christmas and it took a mammoth effort to recruit and train. We have retained them which is fantastic. We have a great team, ably lead by new recruit Renee. I feel doubly blessed. Renee ran the Nelson i-SITE before joining us and has a real passion for quality Customer Service.

We have a stable group of cleaners who have been with us one to two years or longer and they do a thankless task in a thoroughly professional manner and with a smile, ably lead by Tracey, a thoroughly deserved in house promotion.

Our now very small grounds and maintenance team has doubled in size with the additional of Barry. Gavin and Barry get through a great deal of work for just the two of them, some of it not done in house before, which is great to see.



#### Planned Preventative Maintenance (PPM)

As I touched on earlier, the new structure allowed us to bring in specialised skills for specialist roles. An obvious example of this in action, was the appointment of our Facilities Manager, Joe Adams.

Joe has instilled the concept of PPM on the business, and it is clearly paying dividends.

Just some of the work we are doing:

- After trialling 3 cleaning companies we settled on the one that best suited our needs and our carpets have been professionally cleaned and will be done annually from now on. The carpets have been a source of much compliant in the past.
- All roofed areas have received moss and lichen treatment
- All buildings have been professionally water blasted
- We have found a cost-effective stump grinding contractor and over 60 stumps have been removed
- We have reseeded quite a number of sites and are (attempting) to actively manage site quality
- Arborist work is ongoing, although tree removal will be a last resort
- Critical assets and infrastructure are now regularly serviced and maintained as part of the PPM schedule to ensure business continuity and extend asset life.

#### Administration

Combining our various administration functions into one specialist role has enabled us to add Nicola to the team. Nicola has quickly become indispensable, although she needs to stop threatening to tidy my desk.

#### Marketing, Communications and Events

For what I believe is the first time in the history of the park we appointed a Marketing, Communications and Events Co-ordinator in December. Debbie only works 20 hours per week but has really made a difference in the short time she has been with us.

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### *Events*

A full summer event programme was again delivered with everything from face painting, yoga and quiz nights to live bands, craft workshops and the hugely popular waterslide and tractor rides.

Thirty-four different options were on the guest programme over the high peak 11-day period of Christmas/New Year. In partnership with Nelson City Council, the Summer Beach bus ran again between the Holiday Park, Tāhunanui Beach and Nelson i-SITE for six weeks from Dec 27<sup>th</sup>, connecting thousands of guests and locals with the city, the beach and the Park.

With the aim of extending the holiday programme both further into January and across other school holidays, for the first time a programme was held during April period. While numbers were naturally smaller, this presented an opportunity to create special holiday memories, particularly between children and care givers, enhancing the guest experience.

The Holiday Park continues to host or support events happening in our community including:

- Cyclocross (July)
- Henry Ford's All Ford Birthday Event (July)
- Nelson Motor Home Show (November)
- Sanitarium Weet-bix Kids TRYathlon (March)

In addition, the Holiday Park supported various local organisation and events off-site:

- Nelson Marlborough Rescue Helicopter Charity Golf Tournament
- Nelson Region Brain Injury Children Trust
- Lions Club of Nelson (Youth and Wellbeing)
- Autism Nelson Region
- Bowls Tāhunanui - regional tournament
- Ngatimoti School – silent auction
- Nelson Badminton Assn
- Higgins Heritage Park's annual Steam-Up

### *Communications*

**Developing our stories:** a photographer was engaged in June to capture aspects of the inlet and its wildlife as well as Holiday Park life and views; media is engaged with when we have a story to tell – eg our visitor numbers at Christmas or our new Gold Qualmark status.

A2759459





## Item 7: Tahuna Beach Camp - Approval to Lease Campground to the Tahuna Beach Camp Incorporated: Attachment 3

### Tāhuna Beach Holiday Park and Motel



**Memberships:** many were retained (eg Nelson Tasman Chamber of Commerce, Tourism Industry Aotearoa and Holiday Parks NZ) with renewed effort to maximise membership benefits and contacts. However, the Park's involvement in Kiwi Holiday Parks Group (which was undergoing a make-over) was dropped in May.

**Partnerships:** an emphasis has been placed on deepening existing, as well as establishing contact with, relevant tourism partners to enhance the visitor experience and offering, particularly within the Tāhunanui community and including on-site partners The Deck Café and Beachside Events Centre.

**Team Engagement:** The Blue Book was developed in November explaining our philosophy, aims and objectives as part of our induction process with new staff; weekly senior leadership meetings were instigated in January.

**Procedures and Protocols:** documents covering Covid-19; tsunamis and other emergencies; complaints; feedback; Park T&Cs and Rules; Christmas planning, etc were established or updated.

**Document storage and access:** standardised across the whole company.

#### Marketing

**Brand tweak:** the Holiday Park's brand had for some year's been the Kiwi Holiday brand. "Kiwi" has effectively ceased and has morphed into something that diluted its attraction for us. We decided to withdraw from the new group and as a result needed to drop the "kiwi" from our name. A new logo was drawn (retaining a happy kiwi at the beach), font altered, the macron over Tāhuna introduced to respect our location and biculturalism, and the word 'Kiwi' removed from our name. This was rolled out across the various digital and print channels in June and beyond and expected to be an interim measure while we consider our long-term direction.

**Image library:** assessed and centralised; new stills and video captured between Christmas and New Year for You Tube, etc.

**Website:** updated and expanded to make more experiential and engaging plus implemented search engine optimisation.

**Third party online promotion/advertising:** reviewed/corrected and updated with new images and terminology to maximise our exposure, such as TripAdvisor, Booking.com, Tourism New Zealand's listings and Nelson Regional Development Agency's website. It was identified that assistance was needed with third party (Online Travel Agent) channel management.

**Social Media:** an agency was employed in November to ensure regular posting across Facebook and Instagram. Posts are a mix of regional attractions and events, personnel and news around the Holiday Park, and our stunning vistas.

**Advertising:** print via targeted publications such as AA Traveller as well as community via Nelson Weekly; digital both on-line and in-situ at i-SITES.

**Collateral:** a review identified the necessity of a total update of the Visitor Map (some six years old) which began in May.

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#### Service Delivery

In my view there are certain core functions which we must strive to maintain the highest level of service delivery and they are:

- Keeping our guests safe
- “The Welcome” which is the booking experience, thru to getting to the site
- Functioning and adequate facilities (as in enough showers and hot showers, for instance)
- Clean facilities
- Rubbish collection
- Noise/Anti-social behaviour

There are many other parts to our guest experience, but these are the core ones.

Whilst we strive to ensure our standards are consistent throughout the year, there is no doubt that the Christmas period from Boxing Day through to around the 8<sup>th</sup> of January really puts us under enormous pressure and it is at that time we are tested to the max.

*‘We grow from  
**500** guests to **2,000**  
in **3** days*

*‘We peak at **2,250** guests*

*‘Over the next **10**  
days we typically have  
**500** to **600** guests  
a day leaving  
and a similar amount  
arriving.*

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*Keeping our guests safe*

The holiday park I arrived to 2 years ago was nowhere near as health and safety conscious as we are now, and we have come a long way in that time and especially over the last six months with our Facilities Manager on board.

**Fire and Emergency**

We have been working closely with FENZ and an evacuation consultant to update our emergency procedures and will shortly be lodging an evacuation scheme to FENZ for approval.

This will include plans for the safe evacuation of all our staff and guests in the event of a tsunami, fire, or other emergency event in conjunction with our PA/Alarm system that has recently been installed park wide

There is still more work to be done but as I said we have come along way.

**Health and Safety.**

We have made significant progress:

- Grounds staff have received chainsaw and forklift training and qualifications
- Security qualifications held by Chief Executive, Facilities Manager, Building & Grounds Co-ordinator and more to come.
- First Aid courses have been done to ensure that there is at least one first Aider in every team on every shift.
- All Electrical appliances have all been Tested and Tagged
- All vehicles are serviced routinely to ensure they are safe to operate as part of an asset management plan
- External training providers have come on site to deliver training on chemical safety and Biohazards
- In house health & safety toolbox talks are now delivered monthly
- Staff attitudes towards H&S and reporting using our Vault data base have increased significantly

We have requested a H&S audit through Safeplus and are confident our systems are robust but welcome any recommendations that will come out of the audit.

We had one issue of concern this year and that was the kitchen cabin ablution block or what we call internally the Complex. We had the floor repainted before Christmas and upon the advice of the contractor did not apply any non-slip coating. This proved to be very slippery, and we were advised it would settle down. We put up signs warning guests of the slippery floors and at great expense, laid down mats around the showers and basins. It was all we could do at the time. Since then, we have repainted the floor (using another contractor) and applied a non-slip finish and the issue has been rectified

**Speeding**

I consider speeding to be one of our greatest health and safety risks we face. It is a concern at any time, but it is especially concerning at Christmas time when the park is full, and we have hundreds of children biking around.

Whilst we had increased security staff at Christmas, we will have a greater presence during the day, especially when Bay Dreams is on, this Christmas. Other measures are also being looked at such as more temporary speed humps.

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*"The Welcome"*

Considering we had such a new team with very little training I think we did very well. It is a great credit to the team old and new.

*Functioning and adequate facilities*

Our big issue at Christmas was block 6 and cold showers at peak time. I have since found out that this is a long-standing problem and I put the number of complaints we received down to "new manager" syndrome, complain, and hope this one actually does something about it. That is not to say they do not have a valid concern.

I have tried valiantly to put a solution in place. We have been working for months on a complete replacement and a substantial upgrade.



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It was hoped to build one of the shower blocks this year ahead of the full project but this is not possible, what with supply chain delays, lengthy consent process and now budget constraints.

We are continuing to look at other options, but we may have another year of deserved complaints.

Block 6 with its stunning views needs to be the beating heart of the camp and with a new ablution block, resized sites and power to the front two sections it will be.

#### *Clean facilities*

This Christmas for the first time we contracted out the cleaning of our blocks to an outside contractor and we had issues, mostly at block 5.

Because we were short on staff, I was not spending the time walking the park as I should and as a result, we were not made aware of the issues until very late in the piece. I called a meeting of our key staff on the 5<sup>th</sup> of January, we identified the issues and solutions and then immediately put changes in place. The changes worked and I am confident they will work again.

It was not some much a substandard clean, as a late clean and a clean that took too long.

#### *Rubbish collection*

We removed a great deal of the small bins and the very large bins that were unpopular with guests and reduced our cost over Christmas significantly. There are still some tweaks we will put in place this coming year. Overall it seemed to go well except for the day the bay dreamers left



And we have learned from this

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*Noise/Anti-social behaviour*

A difficult one to please everyone. Some forget they are in a holiday park and complain about a pin dropping, others have no respect for neighbours and complain we are heavy handed.

I listened to the security radio most nights till midnight and felt we were much improved and got it right. More presence during the day is the most significant change we will make but there are others.

Qualmark

We had a Qualmark audit late in the financial year and I am delighted to say we regained our Qualmark Gold award for Sustainable Tourism. In the words of Qualmark:



**Gold Sustainable Tourism Business Award**

A Gold Award recognises the best sustainable tourism businesses in New Zealand, with the delivery of exceptional customer experiences an integral part of everything they do. A Gold Sustainable Tourism Award identifies those businesses leading the way in making the New Zealand tourism industry a world class sustainable visitor destination.

The assessor spent 6 hours with us and wrote in her report:

**You have some exciting plans in place and I wish you every success in the development of these. I shall stop by and check on progress when in the area.**

**I could not have chosen a better property to have as my last assessment, you give me such confidence that the industry is in good hands.**

**Best wishes for the continued development of our iconic Holiday Park, it's a special place for a lot of Kiwis.**

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#### Nelson City Council lease

As you may be aware our two-year extension to the lease expired on 30<sup>th</sup> June and a six-month extension was put in place to enable negotiations to be concluded.

I am pleased to report that negotiations have been successfully concluded and subject to a public consultation process we should have it ratified well within the six-month extension.

As it stands the new lease will be for 33 years (effectively three 11-year periods) which is the maximum allowable and I think illustrates the new found confidence the Council has in the board and management of TBCI.

Also of significance is a change to the “asset gifting” provision. Under the existing lease any assets created by TBCI are immediately gifted to the Council. If the asset is funded by a loan, then we are left with a debt on our balance sheet and no corresponding asset. This has discouraged investment and has contributed to a lack of investment in the park over many years. In lay man’s terms the new provision allows the asset to remain on our balance sheet but in trust for the Council.

Also, the terms around what is income for the park and thus determines our lease payment has been tighten up.

My thanks go to the sub-committee of the board: Steve Cross, Melinda Harvey, and John Murray, who spent many hours poring over the lease and were heavily involved in the negotiations. The negotiations were protracted and a great deal of time, effort, and no small amount of expertise, was put in by your board members.

#### Resource Consent application

The Nelson City Council discovered that due to a technicality we did not have the proper permissions to have long term residents residing at the park and I now quote directly from our application to (try) and explain the situation.

“The site is located within the Open Space and Recreation Zone and is permitted to be used for a campground under the relevant Schedule in the NRMP. Given that the Tahunanui Reserve is not vested under the Reserves Act 1977, the specific provision for some permanent residential accommodation in the Tahunanui Reserve Management Plan cannot be considered as a permitted activity within the Tahunanui Motor Camp (CG2) and the Tahunanui Beach Reserve (CR7). This is considered to be a technicality given the long-established use of portion of the Holiday Park by permanent residents for many years”.

The Council started preparing an application on our behalf and we have since taken it over and lodged the application.

In the application we have asked for up to 150 long term sites. This was done to save having to do another resource consent application at a later date, should the board at any time in the future, wish to expand the number of long-term residents we have on site.

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### The Year Ahead

Prior to the latest COVID lock down I prepared a budget that was under top line pressure and rising costs. I do not see us achieving income of \$3.5m again, this year. Our RSE income will be down, and we know this for fact. Also, the new wave of visitors will be difficult to sustain, and we only need a 10% reduction and that will have a significant effect.

We are under pressure in terms of rising costs, not least of all, is yet another significant lift in the minimum wage.

Consequently, a slashed Capital Expenditure budget was approved for this coming year of \$350,000. I believe keeping our powder dry was the right thing to do and subsequent events, with a COVID lockdown have only reinforced this.

With such a small budget, I have been forced to prioritise more than ever. I have focused on enhancing guest experience and spreading the spend so that the maximum number of guests experience some improvements.

I refer to this as the "Santa Clause" approach, naughty or nice everyone gets a present.

### The Challenges Ahead

#### COVID

Who can reliably predict how this will go, vaccination seems to be the key, but COVID continues to mutate with the distinct possibility that future strains will be vaccine resistant?

One thing is certain, when the borders do eventually open, there will not be an immediate return to business as usual, it may take years to recover the international tourist market.

Air New Zealand and other operators will not have the planes to get tourists here in the numbers of old.

Tourist bus companies have been decimated with a 1/3 out of business and many more predicted.

Rental fleets have been slashed and worldwide vehicle manufacture is 4 million vehicles down this year due to a microchip shortage that will not be easily rectified.

Accommodation could be in short supply with many motels now providing emergency housing.

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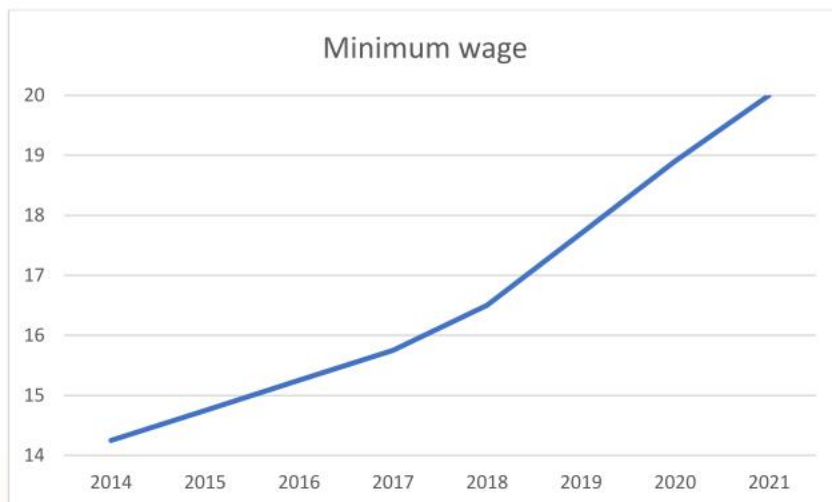




*Cost increase via legislation*

The current government seems unaware of what its raft of legislation is doing to small and medium business and tourism/hospitality/accommodation in particular, the ones most hurt by our border closure.

Substantial increases in the minimum wage are impossible to adequately pass on when you are offering a discretionary product or service. Rather than improve quality of life, this is threatening jobs in many businesses.



Now we have a new holiday and 10 days sick leave to on top of everything else.

*Supply chain delays and hyper inflation*

We have many projects that we have not accomplished because of supply chain delays and this situation does not look like abating any time soon. I have been quoted 20 weeks lead time for a flying fox recently as an example and that is to just get it into the country.

The average person on the street may not be aware of it but we appear to be entering a period of hyper-inflation, I am seeing quotes adjusted upwards several times over the design phase of some projects. Freight into the country is now thru the roof with many examples of costs quadrupling.

*Full employment*

Full employment affects us in a number of ways, the obvious way is recruiting staff, but this also may lead to a level of wage inflation as employers compete for staff.

Contractors lead times to start jobs are pushing out because they lack staff. When the hospital build starts in 2023 Nelson/Tasman is forecast to have an acute shortage of trades staff which could have dire consequences for our major projects.

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*Infrastructure*

We have come a long way in the last two years and we all should be proud of this. In terms of R&M and assets gifted we have spent a million dollars and spent it wisely. No more “smell of an oily rag” approach, do it once, do it right.

And with the “Sant Clause” approach we are having maximum impact and hopefully dispelling this rundown tag we have been labelled with by many.

We listen to feedback with a passion, if the feedback is we could do with a bedside table in the Studios, then that is what we do. The little touches are important.

*However doing this out of cashflow may not be enough. We have blocks built in 1945 that should be replaced and that is just the start.*

I am mindful of the current COVID climate, but I think it warrants a discussion about taking a long-term view and that is something the board will need to assess after we have developed a long-term strategy for the holiday park.

Simply replacing like for like will miss an opportunity, we need to look at what our future guest is looking for in accommodation and position ourselves accordingly.

That strategic review process has started, and we have elicited outside help with it.

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#### In Conclusion

I have a number of people I wish to sincerely thank:

Thanks to Kierin Rose for spending the time with our new recruits and passing on his knowledge on the accounts and reception supervision.

Also to Sue Pyrah, who did that and more. Sue carried on doing our pays for several months after she left, her commitment to the Park was much appreciated.

A special thanks to Pete Fraser, our former Operations Manager. Pete advised us of his desire to return to his fitness industry roots way back in November and eventually left in March. During that time Pete was crucial in recruiting, training and for a lot of the time leading our Customer Services team. He was also crucial in helping to put the management team together. How a person leaves a business is a measure of that person. Pete, you can hold you head up high and with my many thanks.

To the board, we have faced some difficult times and no doubt will have plenty more. I am grateful for your support and council.

I am reluctant to single out any board member for special mention but feel in good conscious, I must make mention of Paul Dayman, who happens to be a resident and past and of course current board member. Paul spent many hours (make that weeks) helping with projects on the maintenance side and especially sorting out what was then our tip of a workshop and yard. To me personally, I am especially grateful for the coffees when I am having an extremely bad day and wonder if it is all worth it. In Paul's words, I look forward to 40 years' time when I retire, and we can have a glass of wine instead.

To the staff (and management), we have come a long way in a very short space of time. We have a fantastic culture which puts the guest experience at the heart of everything we do.

I am proud of each and every one of you and am grateful for your contribution.

**David Pattinson B.Com., CA.**

Chief Executive

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## **Brook Valley Holiday Park compliance capital works progress update**

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### **1. Purpose of Report**

- 1.1. To provide a progress update on capital work associated with the Brook Valley Holiday Park compliance project.

### **2. Recommendation**

***That the Strategic Development and Property Subcommittee***

- 1. Receives the report Brook Valley Holiday Park compliance capital works progress update (R26269) and its attachment (A2750279).***

### **3. Background**

- 3.1 A confidential report was received by the Strategic Development and Property Subcommittee (Subcommittee) at the 11 February 2021 meeting about the Brook Valley Holiday Park (BVHP) long-term occupancy compliance. Further updates were provided in confidential reports on 1 April 2021 and 1 June 2021 to the Subcommittee on this matter.

- 3.2 If any discussion needs to take place on those reports/matters, it will need to take place in confidential session under section 48(1)(a) of the Local Government Official Information and Meetings Act 1987

- Section 7(2)(a)

To protect the privacy of natural persons, including that of a deceased person

- 3.3 Partial exemption to Camping Grounds Regulations (CGR) has been granted until 13 April 2022 and full compliance must be achieved before that date. There are variables relating to this project, which may impact on the timing and the ability to meet the 13 April 2022 timeline for the

## Item 8: Brook Valley Holiday Park compliance capital works progress update

project, therefore an extension to the exemption date may need to be sought.

### Resource Consent

- 3.4 Long term living is a non-complying activity under the Open Space and Recreation Zone of the Nelson Resource Management Plan. A resource consent application for land use consent to authorise long-term occupation at the BVHP was lodged by Council as camp owner/operator in March 2021.
- 3.5 Under section 92 (1) of the Resource Management Act 1991, further information was then requested on 22 March 2021. This included flood modelling, which was being undertaken by a consultant. This will inform hazard mitigation considerations related to the consent application. The report regarding flood modelling was delayed but has now been received and indicates setback is not required to address flood risks. However, a five-metre setback has been proposed in the consent application to ensure clearance for public access. It is possible that the setback could be increased as a condition of consent.
- 3.6 Geotechnical information on the assessed level of ground deformation expected within the fault rupture zone was also requested under section 92 of the Resource Management Act 1991. This was also reliant on the flood modelling information, as this helps determine the setback of living structures from the Brook Stream. The consultant has indicated that they expect to provide their advice by mid-October 2021.
- 3.7 Consequently, the process to meet compliance is underway, the decision on whether resource consent application will be notified along with any outcome is currently unknown. This presents uncertainty for project delivery timelines.

3.8 Timeline for project

18 February 2021	Council approved designation of part of BVHP as a Relocatable Home Park (RHP), seeking consents under CGR to do so and lodging Resource Consent application for long term occupation
16 March 2021	The resource consent application was lodged
24 March 2021	Council received written consent for the establishment of a RHP for long term occupants under the CGR. This consent is subject to meeting CGR requirements for a RHP (or being granted a certificate of exemption from them), and resource consent for long term occupation
21 September 2021	A briefing on the strategic direction of the campgrounds was given to the Subcommittee

## Item 8: Brook Valley Holiday Park compliance capital works progress update

11 October 2021	Extra information requested under Section of the Resource Management Act 1991 lodged
26 October 2021	Briefing on Strategic direction on campgrounds
October/November 2021	Decision on requirement for resource consent to be notified awaited  Decision on Resource consent awaited  Commencement of services hubs project once resource consent decision received estimated time frame for completion 12 weeks
April 2022	Landscaping is expected to be completed
13 April 2022	CGR exemption expires

### 4. Capital project update

- 4.1 Council resolutions from Long Term Plan 2021 – 2031 deliberations in May 2021 included:

*That the Council*

*Allocates up to an additional \$510,000 capital expenditure (being \$410,000 in Year 1 of the Long Term Plan 2021-31 and \$50,000 in each of Years 2 and 3) for an improved toilet block at the Brook Valley Holiday Park, and to connect long-term occupants to water and wastewater services as well as undertake other work related to achieving compliance and requests a report to the Strategic Development and Property Subcommittee prior to works being undertaken; and*

- 4.2 As a result of the resolution from Long Term Plan deliberations, the relevant budgets for the first three years of the Long-Term Plan (uninflated) are as follows:

Budget	Expenditure to 31/8/2021	Year 1 (2021/22)	Year 2 (2022/23)	Year 3 (2023/24)
Building renewals	\$0	\$50,000	\$50,000	\$50,000
F Block	\$0	\$200,000		

## Item 8: Brook Valley Holiday Park compliance capital works progress update

Compliance	\$13,711	\$310,000		
<b>Total</b>	<b>\$13,711</b>	<b>\$560,000</b>	<b>\$50,000</b>	<b>\$50,000</b>

- 4.3 The Building renewals relates to work identified through condition assessments and subsequent inspections of the property, and includes wastewater and stormwater works in year 1, and cabin and bathroom renewals in year 2 and 3. This work is not discussed further in this report as it does not relate to capital work for compliance reasons.
- 4.4 The F Block work is dependent on a Code Compliance Certificate being issued for the temporary facility. This work is discussed in more detail later in the report.
- 4.5 The remainder of the budget, 'compliance', is required to meet both CGR compliance and costs associated with the anticipated resource consent requirements, and includes:

Item	Estimated cost
Provision of service hubs as required by CGR	\$180,000
Landscaping to separate long term occupants from short term occupants as required by CGR	\$30,000
Engagement related to the resource consent and capital works	\$20,000
Resource consent application for long term living accommodation	\$30,000
Geotech assessment for the resource consent	\$30,000
Compliance with the anticipated resource consent conditions (including fire hydrants throughout the camp and cultural monitoring)	\$20,000
<b>Total</b>	<b>\$310,000</b>

## 5. Projects associated with meeting CGR compliance

- 5.1 **Provision of service hubs** Wastewater and potable water services are required to each relocatable home site to comply with CGR.
- 5.2 The budget allocated for this project is \$180,000. To date, design work has been carried out by a consultant at a cost of \$14,000. Construction

## Item 8: Brook Valley Holiday Park compliance capital works progress update

work is awaiting confirmation of the setback requirement. It may mean that some long-term occupants would be required to move to other sites than the ones they currently occupy. This in turn will determine the exact site locations for the infrastructure.

- 5.3 **F block ablution upgrade** The 2019 campground inspection undertaken by Council as regulator found that the ablutions at F Block were not compliant with the CGR. Therefore \$200,000 was allocated through the Long Term Plan to fund upgrades to meet compliance.
- 5.4 F block ablutions were decommissioned and left on site and replaced with temporary facilities in 1996. Code Compliance for the temporary facilities was not obtained at the time. From subsequent inspections staff have been informed that to obtain outstanding Code Compliance Certificates for the temporary portacabin ablution facilities at F Block, some minor works are needed to the portacabins and an accessible toilet is required (this was a condition of the 1996 consent not adhered to). The accessible facility could be provided in another location on site, noting the location of F block is challenging with a steep sloped access.
- 5.5 Options for provision of an accessible toilet are being progressed currently. Any new and/or additional facilities would likely require a building consent. The budget for this project was estimated at \$200,000 and is dependent on further investigations into options that would meet compliance. To date, there has been no expenditure on F block or alternative facilities.
- 5.6 Staff have requested quotes to progress with the minor works to the temporary facility and continue to investigate options for an accessible facility within the campground.
- 5.7 **Landscaping.** \$30,000 was allocated for landscaping as a requirement of CGR regulation 11 (3) *The relocatable home park shall be separate from that part of the camping ground used for camp sites unless otherwise permitted by the local authority.*
- 5.8 Planting planning is underway, to meet the CGR compliance requirements by separating long term and short-term occupant sites. There are no expenses against this activity yet, as set-back requirements will need to be confirmed prior to planting.
- 5.9 Initially, as proposed in the Reserves Management Plan for the Brook Reserve (now revoked) it was expected that all relocatable homes would be in Fantail Glade. However, the current plan is to leave long-term occupants in their current sites. This means there is not a clear demarcation of long term and short-term occupants within the camp. Planting is considered to be the most cost-effective way of meeting the CGR provisions. The service hub consultant advises that moving all long-term occupants to Fantail Glade would also be achievable however further design work would be required. This option could be revisited if the resource consent is granted and set back from the stream is confirmed.

## **6. Next Steps**

- a. Continue to progress F Block compliance with provision of accessible facilities.
- b. Section 92 RMA information to be provided as part of resource consent application.
- c. Await decision on whether resource consent application will be notified.
- d. Consent processed, either accepted with conditions or declined.
- e. Consent conditions to be implemented if required as part of resource consent.
- f. Actions to ensure CGR compliance implemented.
- g. CGR met.

## **7. Conclusion**

- 7.1 Much of the future work on the compliance project is dependent on receiving resource consent for long term occupation, including conditions of consent, such as set back from the Brook Stream and fault hazard overlay risk mitigation measures.
- 7.2 However, due to the compliance completion date of April 2022 when temporary exemption to CGR expires, planning work is continuing. Some work, such as meeting consent conditions for ablution facilities at F Block must be completed irrespective of that.

**Author: Rosie Bartlett, Manager Parks and Facilities**

## **Attachments**

Attachment 1: Brook Valley Holiday Park Civil Design for Utilities Project (A2750279) [↓](#)



