

Notice of Meeting:

I hereby give notice that an ordinary meeting of the Dunedin City Council will be held on:

Date: Tuesday 8 November 2022
Time: 10.00 am
Venue: Council Chamber, Dunedin Public Art Gallery, The Octagon,
Dunedin

Sandy Graham
Chief Executive Officer

Council
PUBLIC AGENDA

MEMBERSHIP**Mayor**
Deputy Mayor

Mayor Jules Radich
Cr Sophie Barker

Members

Cr Bill Acklin	Cr David Benson-Pope
Cr Christine Garey	Cr Kevin Gilbert
Cr Carmen Houlahan	Cr Marie Laufiso
Cr Cherry Lucas	Cr Mandy Mayhem
Cr Jim O'Malley	Cr Lee Vandervis
Cr Steve Walker	Cr Brent Weatherall
Cr Andrew Whiley	

Senior Officer

Sandy Graham, Chief Executive Officer

Governance Support Officer

Lynne Adamson

Lynne Adamson
Governance Support Officer

Telephone: 03 477 4000
Lynne.Adamson@dcc.govt.nz
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Note: Reports and recommendations contained in this agenda are not to be considered as Council policy until adopted.

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1 PUBLIC FORUM

At the close of the agenda no requests for public forum had been received.

2 APOLOGIES

At the close of the agenda no apologies had been received.

3 CONFIRMATION OF AGENDA

Note: Any additions must be approved by resolution with an explanation as to why they cannot be delayed until a future meeting.

DECLARATION OF INTEREST

EXECUTIVE SUMMARY

1. Members are reminded of the need to stand aside from decision-making when a conflict arises between their role as an elected representative and any private or other external interest they might have.
2. Elected members are reminded to update their register of interests as soon as practicable, including amending the register at this meeting if necessary.
3. Staff members are reminded to update their register of interests as soon as practicable.

RECOMMENDATIONS

That the Council:

- a) **Notes/Amends** if necessary the Elected Members' Interest Register attached as Attachment A; and
- b) **Confirms/Amends** the proposed management plan for Elected Members' Interests.
- c) **Notes** the Executive Leadership Teams' Interest Register.

Attachments

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Councillor Register of Interest - Current as at 31 October 2022				
Councillors are members of all committees				
Name	Responsibility (i.e. Chairperson etc)	Declaration of Interests	Nature of Potential Interest	Member's Proposed Management Plan
Mayor Jules Radich	Shareholder	Izon Science Limited	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Shareholder	Taurikura Drive Investments Ltd	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Shareholder	Golden Block Developments Ltd	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Director	Cambridge Terrace Properties Ltd	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Director/Shareholder	Southern Properties (2007) Ltd	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Director	Arrenway Drive Investments Limited	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Director	Golden Centre Holdings Ltd	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Director/Shareholder	IBMS Ltd	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Director/Shareholder	Raft Holdings Ltd	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Director/Shareholder	Otago Business Coaching Ltd	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Director	Effectivise Ltd	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Director	Athol Street Investments Ltd	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Director/Shareholder	Allandale Trustee Ltd	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Shareholder	Aberdeen St No2 Ltd	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Road Safety Action Plan	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	100% Shareholder/Director	Panorama Developments Limited	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Cr Bill Acklin	Member	Strath Taieri Community Board (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Shareholder/Director	Dunedin Brokers Limited	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	APRA - AMCOS	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Entertainer	Various functions	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Cr Sophie Barker	Director	Ayrmed Limited	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Shareholder	Various publicly listed companies	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.

Name	Responsibility (i.e. Chairperson etc)	Declaration of Interests	Nature of Potential Interest	Member's Proposed Management Plan
	Property Owner	Residential Property Owner - Dunedin	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Beneficiary	Sans Peur Trust (Larnach Castle)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Mentor	Business Mentors NZ	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Southern Heritage Trust	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Friends Otago Museum	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Otago Peninsula Trust	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Orokonui Ecosanctuary	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Volunteer	Blue Penguins Pukekura	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Dunedin Vegetable Growers Club	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Committee Member	Otago Anniversary Day Dinner	No conflict identified	Withdraw from discussion and leave the table. If the meeting is in public excluded, leave the room. Seek advice prior to the meeting.
Cr David Benson-Pope	Owner	Residential Property Ownership in Dunedin	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Trustee and Beneficiary	Blind Investment Trusts	Duty to Trust may conflict with duties of Council Office	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Yellow-eyed Penguin Trust	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	New Zealand Labour Party	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Cr Christine Garey	Trustee	Garey Family Trust - Property Ownership - Dunedin	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Women of Ōtepoti	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Cr Kevin Gilbert	Member	Saddle Hill Community Board (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Owner	Gipfel Limited - Bakery	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Trustee	Schlubert Trust - Residential Property	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Trustee	Schlup Family Trust	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	BNI	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Business South	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Shareholder	Air New Zealand	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.

Name	Responsibility (i.e. Chairperson etc)	Declaration of Interests	Nature of Potential Interest	Member's Proposed Management Plan
	Trustee	Kevin Gilbert and Esther Gilbert Partnership - Residential Rental Property	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Trustee	Biddies Trust	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Advisors	Ronald McDonald House Supper Club Committee	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Cr Carmen Houlahan	Owner	Residential Property - Dunedin	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Owner	Rental Property - North Dunedin	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Part Owner	Adobe Group Ltd, Wanaka	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Dunedin Rotary Club	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Institute of Directors	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Otago Property Investors Association	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Shareholder	Startup Business	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Cr Marie Laufiso	Property Owner	Residential Property	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Trustee	Moray Place Community Building Trust - Trust Owner of Property 111 Moray Place	Duty to Trust may conflict with duties of Council Office	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Chair	Otago Mental Health Support Trust	Potential grants applicant which would result in pecuniary interest. Duty to Trust may conflict with duties of Council Office	Do not participate in consideration of grants applications. If the meeting is in public excluded, to leave the room.
	Member	Women of Ōtepoti Recognition Initiative	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Family Member	Staff member a relative	Potential conflict depending on level of staff member involvement	Managed by staff at officer level if a perceived conflict of interest arises.
	Secretary	Brockville Improvements and Amenities Society (BIAS)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Trustee	Corso Ōtepoti Dunedin Trust	Potential grants recipient	Withdraw from discussion and leave the table. If in public excluded leave the room. Seek advice prior to the meeting.
	Member	Dunedin Manufacturing Holdings Inc	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Secretary	BIAS Charitable Trust	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Dunedin Branch Treasurer	P.A.C.I.F.I.C.A Inc	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Green Party of Aotearoa New Zealand	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Chairperson	Grants Subcommittee (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Cr Cherry Lucas	Member	Mosgiel Taieri Community Board (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.

Name	Responsibility (i.e. Chairperson etc)	Declaration of Interests	Nature of Potential Interest	Member's Proposed Management Plan
	Trustee	Otago Farmers Market	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Otago A & P Society	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Trustee	Henderson Lucas Family Trust - Residential Dunedin Property	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	NZ Institute of Chartered Accountants	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Cr Mandy Mayhem	Member	West Harbour Community Board (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Chairperson	Keep Dunedin Beautiful	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Chairperson	Waitati Hall Society Inc	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Chairperson	Blueskin News Committee	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Co-ordinator	Waitati Market	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Co-ordinator	Emergency response group, Blueskin area	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	FENZ Local Advisory Committee for Otago	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Waitati Music Festival Committee	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Blueskin Bay Amenities Society	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Blueskin A & P Society	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Cr Jim O'Malley	Owner	Biocentrix Ltd	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Mosgiel Association Football Club	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Director	Ocho Newco Limited	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Owner	Residential Property Dunedin	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Owner	Ayrmed Limited	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Ice Sports Dunedin	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Waikouaiti Coast Community Board (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Lee Vandervis	Director	Lee Vandervis, Antonie Alm-Lequeux and Cook Allan Gibson Trustee Company Ltd - Residential Property Ownership - Dunedin	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Director	Bunchy Properties Ltd - Residential Property Ownership - Dunedin	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.

Name	Responsibility (i.e. Chairperson etc)	Declaration of Interests	Nature of Potential Interest	Member's Proposed Management Plan
	Owner	Vandervision Audio and Lighting - Hire, Sales and Service Business	May contract and provide service to DCC	Withdraw from discussion and leave the table. If the meeting is in public excluded leave the room. Seek advice prior to the meeting.
Steve Walker	Chairperson	Dunedin Wildlife Hospital Trust	Potential grants recipient	Withdraw from discussion and leave the table. If the meeting is in public excluded leave the room. Seek advice prior to the meeting.
	Chairperson	West Harbour Beautification Trust	Potential conflict WHBT work with Parks and Reserves to co-ordinate volunteer activities	Withdrawal from all West Harbour Beautification Trust/ DCC discussions involving this relationship.
	Member	Orokonui Ecosanctuary	Potential grants recipient	Withdraw from discussion and leave the table. If the meeting is in public excluded leave the room. Seek advice prior to the meeting.
	Member	Port Chalmers Golf Club	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Keep New Zealand Beautiful	Potential grants recipient	Withdraw from discussion and leave the table. If the meeting is in public excluded leave the room. Seek advice prior to the meeting.
	Member	Society of Beer Advocates	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	New Zealand Labour Party	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Port Chalmers Historical Society	Potential grants recipient	Withdraw from discussion and leave the table. If the meeting is in public excluded leave the room. Seek advice prior to the meeting.
	Owner	Residential Property - Dunedin	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Shareholder	Various publicly listed companies	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	NZ Sea Lion Trust	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Cr Brent Weatherall	Member	Urban Access	No conflict identified	Withdraw from discussion and leave the table. If the meeting is in public excluded leave the room. Seek advice prior to the meeting.
	Owner	Residential Property	No conflict identified	Withdraw from discussion and leave the table. If the meeting is in public excluded leave the room. Seek advice prior to the meeting.
	Owner	Business George Street, Dunedin	No conflict identified	Withdraw from discussion and leave the table. If the meeting is in public excluded leave the room. Seek advice prior to the meeting.
	Trustee	Brent Weatherall Jeweller Limited	No conflict identified	Withdraw from discussion and leave the table. If the meeting is in public excluded leave the room. Seek advice prior to the meeting.
	Trustee	Weatherall Trustee Company	No conflict identified	Withdraw from discussion and leave the table. If the meeting is in public excluded leave the room. Seek advice prior to the meeting.
	Trustee	Residential Rental Properties	No conflict identified	Withdraw from discussion and leave the table. If the meeting is in public excluded leave the room. Seek advice prior to the meeting.
Andrew Whiley	Owner/Operator	Whiley Golf Inc and New Zealand Golf Travel Ltd	No conflict identified	Withdraw from discussion and leave the table. If the meeting is in public excluded leave the room. Seek advice prior to the meeting.

Name	Responsibility (i.e. Chairperson etc)	Declaration of Interests	Nature of Potential Interest	Member's Proposed Management Plan
	Director/Shareholder 22 May 2017	Estate of Grace Limited	No conflict identified	Withdraw from discussion and leave the table. If the meeting is in public excluded leave the room. Seek advice prior to the meeting.
	Trustee	Japek (Family Trust) - Property Ownership - Dunedin	Duties to Trust may conflict with duties of Council Office.	Withdraw from discussion and leave the table. If the meeting is in public excluded, leave the room. Seek advice prior to the meeting.
	Member	Otago Golf Club	No conflict identified	Withdraw from discussion and leave the table. If the meeting is in public excluded, leave the room. Seek advice prior to the meeting.
	Member	Dunedin South Rotary Club	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Institute of Directors	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	National Party	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Chairman	Volunteer South	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	President	New Zealand PGA (Professional Golf Association)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Chair	Dunedin Community House Executive Committee	Potential grants recipient	Withdraw from discussion and leave the table. If the meeting is in public excluded, leave the room. Seek advice prior to the meeting.
	Member	Otago Property Investors Association	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Chisholm Links Golf Club	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	Member	Otago Peninsula Community Board (Council Appointment)	No conflict identified	Seek advice prior to the meeting if actual or perceived conflict of interest arises.

Executive Leadership Team - Register of Interest - current as at 27 September 2022					
Name	Date of Entry	Responsibility (i.e. Chairperson etc)	Declaration of Interests	Nature of Potential Interest	Member's Proposed Management Plan
Sandy Graham	19/09/2018	Owner	Residential property Dunedin	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	25/07/2019	Trustee	Trustee of the Taieri Airport Facilities Trust	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
		Member	St Clair Golf Club	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Simon Pickford	21/02/2020	Owner	Residential property, Dunedin	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	18/09/2020	Wife	Owns residential properties, Dunedin	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
		Member	Kotui Board	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
John Christie		Wife is a member	Taieri Community Facilities Trust	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
		Investor/Director	Saddle Hill Investment Trust	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
		Shareholder	Clocktower	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	10/02/2022	Owner	Residential Properties Mosgiel	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	15/09/2017	Trustee	Otago Southland Manufacturers Association Trust	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	09/07/2018	Trustee	Diversity Works NZ	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	16/11/2020	Member	Society of Local Government Managers	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Simon Drew		Trustee	Sister Cities New Zealand	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
		Owner	Residential property Dunedin	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
		Chartered Member	Engineering New Zealand	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	17/04/2019	Judge	ACENZ (Association of Consulting Engineers NZ) Innovate Awards Judge	ACENZ have own conflict of interest policies.	Would not be allowed to judge a DCC project.
Robert West		Member	Society of Local Government Managers	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
		Owner	Residential property Dunedin	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Gavin Logie		Trustee	Caselberg Trust	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
		Owner	Residential property Dunedin	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
		Owner	Residential property Wanaka	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
		Minority shareholder	Southern Hospitality	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	17/07/2020	Director	Golden Block Investments Limited	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
	17/07/2020	Director	Five Council-owned non-trading companies	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
			Wife works in a senior financial position in the Finance Department, University of Otago	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.

Executive Leadership Team - Register of Interest - current as at 27 September 2022					
Name	Date of Entry	Responsibility (i.e. Chairperson etc)	Declaration of Interests	Nature of Potential Interest	Member's Proposed Management Plan
	14/01/2021		Son works for Tregaskis Brown who provide consultancy services to Central Government	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Jeanette Wikaira		Trustee	Dunedin North Intermediate School	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
		Member	Otago Institute of Arts and Science	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
		Trustee	Hone Tuwhare Charitable Trust	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
Claire Austin	17/09/2021	Owner	Residential property Dunedin	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
		Member	Institute of Directors	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.
		Fellow	Australia and New Zealand School of Government	No conflict identified.	Seek advice prior to the meeting if actual or perceived conflict of interest arises.

CONFIRMATION OF MINUTES


ORDINARY COUNCIL MEETING - 26 OCTOBER 2022

RECOMMENDATIONS

That the Council:

- a) **Confirms** the public part of the minutes of the Ordinary Council meeting held on 26 October 2022 as a correct record.

Attachments

	Title	Page
A 	Minutes of Ordinary Council meeting held on 26 October 2022	15

Council MINUTES

Minutes of the inaugural meeting of the Dunedin City Council held in the Fullwood Room, Dunedin Centre, Dunedin on Wednesday 26 October 2022, commencing at 1.00 pm

PRESENT

Mayor Mayor Jules Radich
Deputy Mayor Cr Sophie Barker

Members

Cr Bill Acklin	Cr David Benson-Pope
Cr Christine Garey	Cr Kevin Gilbert
Cr Carmen Houlahan	Cr Marie Laufiso
Cr Cherry Lucas	Cr Mandy Mayhem
Cr Jim O'Malley	Cr Lee Vandervis
Cr Steve Walker	Cr Brent Weatherall
Cr Andrew Whiley	

IN ATTENDANCE

Sandy Graham (Chief Executive Officer), Jeanette Wikaira (Manahautū (General Manager Māori, Partnerships and Policy), Gavin Logie (Chief Financial Officer), Simon Pickford (General Manager Community Services), Robert West (General Manager Corporate and Quality), Claire Austin (General Manager Customer and Regulatory) and Sharon Bodeker (Acting Manager Governance).

Governance Support Officer Lynne Adamson

OPENING.

1 MIHI WHAKATAU

On behalf of mana whenua, Edward Ellison opened the meeting with a Mihi Whakatau. Mana whenua performed a waiata.

Mayor Jules Radich responded to the welcome, supported by Dunedin City Council staff performing a waiata.

REPORTS

2 WELCOME BY THE CHIEF EXECUTIVE - SANDY GRAHAM

The Chief Executive Officer (Sandy Graham) welcomed elected members, families, staff and members of the public to the meeting.

3 DECLARATION BY MEMBERS

a) The Mayor

The Chief Executive Officer outlined the history of the position of Mayor, the Robes and Chain of Office.

The Mayor made the required declaration under Schedule 7, Clause 14 of the Local Government Act 2022, which was witnessed by the Chief Executive Officer.

The Mayor then took the Chair.

b) Councillors

Councillors made the declarations required under Schedule 7, Clause 14 of the Local Government Act 2022, which were witnessed by the Chair.

4 WELCOME BY THE MAYOR

Mayor Jules Radich conveyed a welcome to those present at the meeting and extended his congratulations to Councillors on their election.

Mayor Radich commented that it was a privilege to be chosen as Mayor of the city and that he looked forward to working with all members over the triennium.

5 ACKNOWLEDGEMENT OF RETIRING COUNCILLORS

The Mayor acknowledged and thanked Aaron Hawkins for his contribution and services given in his terms of office both as Councillor and Mayor over the past nine years.

Councillors then paid tribute to the work undertaken by Mr Hawkins and spoke of his achievements, ideas, strengths and commitment.

Moved (Mayor Jules Radich/Cr Sophie Barker):

That the Council:

- a) **Records** its sincere thanks to Aaron Hawkins for the loyal and conscientious service he has given to the Dunedin community as a Councillor for the six years from 2013 – 2019, and as Mayor for the three years from 2019 – 2022.

Motion carried (CNL/2022/074)

The Mayor thanked Rachel Elder for her contribution, passion and service to the community during her six years on Council.

Mayor Radich invited Mrs Elder to the table and she spoke of her time on Council and the projects she was most proud of.

Councillors then paid tribute to Mrs Elder and spoke of her kindness, achievements and service to the community.

Moved (Mayor Jules Radich/Cr Sophie Barker):

That the Council:

- b) **Records** its sincere thanks to Rachel Elder for the loyal and conscientious service she has given to the Dunedin community as a member of the Dunedin City Council for six years during the period 2016 - 2022.

Motion carried (CNL/2022/075)

Mrs Elder returned to her seat.

6 ACKNOWLEDGEMENT OF RETIRING COMMUNITY BOARD MEMBERS

The Mayor acknowledged the services given by retiring Community Board members for their terms in office.

Moved (Mayor Jules Radich/Cr Sophie Barker):

That the Council:

- a) **Records** its sincere thanks to the following retiring Community Board members for their loyal and conscientious service given to the Dunedin community.

Mosgiel-Taieri Community Board

Martin Dillon

1997 - 2022

West Harbour Community Board

Jacqueline Ruston

2019 - 2022

Motion carried (CNL/2022/076)

7 CHAIRS AND COMMITTEE STRUCTURE FOR THE 2022 - 2025 TRIENNIUM

A report from Mayor Jules Radich provided Councillors with formal details of the new Committee structure and Chairs and Deputy Chairs. It also details his choice of Deputy Mayor.

The report noted that the delegations for each Committee would be re-written to reflect the structure and will be presented to the January 2023 Council meeting for adoption.

The Mayor advised that the resolutions would be taken in two parts.

Moved (Mayor Jules Radich/Cr Sophie Barker):

That the Council:

- a) **Notes** the appointment of Cr Sophie Barker as Deputy Mayor.
- b) **Notes** the new Committees in Attachment A to the report.
- c) **Notes** the appointment of the Chairs, Deputy Chairs and various Councillor appointments to those Committees, Subcommittees and Community Boards.
- f) **Notes** the updated Committee Structure and Delegations Manual will be presented to the January 2023 Council meeting for adoption.

Motion carried (CNL/2022/077)

Moved (Mayor Jules Radich/Cr Sophie Barker):

That the Council:

- d) **Invites** Rūnaka to identify two representatives from Kāti Huirapa ki Puketeraki Rūnaka and Ōtākou Rūnaka (one from each Rūnaka), to be the representative members on the Infrastructure Services Committee.
- e) **Invites** Rūnaka to identify two representatives from Kāti Huirapa ki Puketeraki Rūnaka and Ōtākou Rūnaka (one from each Rūnaka), to be the representative members on the Strategy and Engagement Committee.

Division

The Council voted by division

For: Crs Bill Acklin, Sophie Barker, David Benson-Pope, Christine Garey, Kevin Gilbert, Carmen Houlahan, Marie Laufiso, Cherry Lucas, Mandy Mayhem, Jim O'Malley, Steve Walker, Brent Weatherall, Andrew Whiley and Mayor Jules Radich (14).

Against: Cr Lee Vandervis (1).

Abstained: Nil

The division was declared CARRIED by 14 votes to 1

Motion carried (CNL/2022/078)

8 APPOINTMENT OF ACTING DEPUTY MAYOR

A report from Mayor Jules Radich noted that there were occasions when the Mayor and Deputy Mayor are out of Dunedin at the same time, and it was necessary to have an elected member designated to deal with any issues that arise during these times.

The Mayor proposed the appointment of Cr Andrew Whiley as Acting Deputy Mayor to act during any joint absences for the current triennium.

Moved (Mayor Jules Radich/Cr Sophie Barker):

That the Council:

Appoints Councillor Andrew Whiley as Acting Deputy Mayor for any joint absences of the Mayor and Deputy Mayor during this triennium.

Motion carried (CNL/2022/079)

9 ELECTED MEMBER REMUNERATION FOR THE 2022 - 2025 TRIENNIUM

A report from Mayor Radich advised that the Local Government Act 2002 (LGA) gave the Remuneration Authority (the Authority) the responsibility for setting remuneration for local government elected members.

The report sought consideration to the allocation of the pool to remunerate councillors, and to update the current Rules for Recovery of Expenses (the Rules).

Moved (Mayor Jules Radich/Cr Sophie Barker):

That the Council:

- a) **Approves** annual remuneration of \$112,619 for the Deputy Mayor.
- b) **Approves** annual remuneration of \$91,382 for Chairs of Standing Committees.
- c) **Approves** annual remuneration of \$80,442 for Deputy Chairs of Standing Committees.
- d) **Approves** annual remuneration of \$64,353 for Councillors.
- e) **Notes** the Rules for Recovery of Expenses.
- f) **Notes** the proposed remuneration levels and Rules for the Recovery of Expenses will be forwarded to the Remuneration Authority for approval.

Moved (Cr Marie Laufiso/Cr Christine Garey):

That the Council:

- a) **Approves** annual remuneration of \$109,619 for the Deputy Mayor
- b) **Approves** annual remuneration of \$88,382 for Chairs of Standing Committees
- c) **Approves** annual remuneration of \$78,845 for Councillors.
- d) Notes the Rules for Recovery of Expenses.
- e) Notes the proposed remuneration levels and Rules for the Recovery of Expenses would be forwarded to the Remuneration Authority for approval.

Division

The Council voted by division

For: Crs David Benson-Pope, Christine Garey, Marie Laufiso and Steve Walker (4).
Against: Crs Bill Acklin, Sophie Barker, Carmen Houlahan, Cherry Lucas, Mandy Mayhem, Jim O'Malley, Lee Vandervis, Kevin Gilbert, Brent Weatherall, Andrew Whiley and Mayor Jules Radich (11).
Abstained: Nil

The division was declared LOST by 11 votes to 4

Motion lost (CNL/2022/080)

The motion was then put:

Moved: (Mayor Jules Radich/Cr Sophie Barker):

That the Council:

- a) **Approves** annual remuneration of \$112,619 for the Deputy Mayor.
- b) **Approves** annual remuneration of \$91,382 for Chairs of Standing Committees.
- c) **Approves** annual remuneration of \$80,442 for Deputy Chairs of Standing Committees.
- d) **Approves** annual remuneration of \$64,353 for Councillors.
- e) **Notes** the Rules for Recovery of Expenses.
- f) **Notes** the proposed remuneration levels and Rules for the Recovery of Expenses will be forwarded to the Remuneration Authority for approval.

Motion carried (CNL/2022/081)

10 MEETING SCHEDULE FOR THE REMAINDER OF 2022

A report from Civic provided the meeting schedule for the remainder of 2022 for consideration in accordance with Schedule 7, Clause 21 of the Local Government Act 2002.

Moved (Mayor Jules Radich/Cr Sophie Barker):

That the Council:

- a) **Adopts** the meeting schedule for the remainder of the 2022 year.

- b) **Notes** that a meeting schedule for the 2023 year will be prepared for consideration at the Council meeting on 13 December 2022.
- c) **Notes** that the Community Boards will consider and confirm their own meeting schedules.

Motion carried (CNL/2022/082)

11 LOCAL GOVERNMENT LEGISLATION - BRIEFING FOR THE INAUGURAL COUNCIL MEETING

A report from Civic noted that Clause 21 of Schedule 7 of the Local Government Act 2002 required that at the inaugural meeting of the Council and Community Boards following the triennial election, the Chief Executive Officer must provide a general explanation of the following legislation:

- a) The Local Government Official Information and Meetings Act 1987;
- b) The Local Authorities (Members' Interests) Act 1968;
- c) Sections 99, 105 and 105A of the Crimes Act 1961;
- d) The Secret Commissions Act 1910; and
- e) The Financial Markets Conduct Act 2013.

Moved (Mayor Jules Radich/Cr Sophie Barker):

That the Council:

- a) **Notes** the advice regarding key legislation that applies to members of Council, its Committees and Community Boards.

Motion carried (CNL/2022/083)

On behalf of mana whenua, Edward Ellison closed the meeting with a karakia.

The meeting closed at 2.54 pm.

.....
MAYOR

REPORTS

DUNEDIN INTERIM SPEED MANAGEMENT PLAN

Department: Transport

EXECUTIVE SUMMARY

- 1 This report presents the Draft Dunedin Interim Speed Management Plan (SMP) for public consultation, in accordance with section 82 of the Local Government Act 2002 and section 12.17 of the new Land Transport Rule: Setting of Speed Limits 2022 (the Rule).
- 2 This Draft Interim SMP complies with the requirements of the Rule, which came into force on 19 May 2022.
- 3 The Rule changes the process for the setting of speed limits by Road Controlling Authorities (RCAs) such as the Dunedin City Council (DCC) and Waka Kotahi. The Rule removes the ability for speed limits to be made under a bylaw, making the DCC Speed Limit Bylaw redundant. The DCC Bylaw will therefore need to be revoked.
- 4 The Rule provides for an Interim SMP to cover the period until 30 June 2024. The Interim SMP will then be replaced by the SMP 2024-2027 which will be developed and consulted on by the DCC in 2023.
- 5 As part of the Rule, DCC as a Road Controlling Authority (RCA) is required to submit an SMP to the Director of Land Transport to reduce the speed limits around at least 40% of schools by 30 June 2024. This requires DCC to produce an Interim SMP to enable speed limit changes around schools before the consultation and adoption of the SMP 2024-2027.

RECOMMENDATIONS

That the Council:

- a) **Revokes** the Dunedin City Council Speed Limit Bylaw 2004
- b) **Approves** the Draft Dunedin Interim Speed Management Plan, with any amendments, for consultation 14 November – 9 December 2022
- c) **Authorises** the Chief Executive to make any minor editorial changes to the Draft Interim Speed Management Plan if required.

BACKGROUND

- 6 Waka Kotahi consulted on a new regulatory framework for the process to set speed limits during 2021. The outcome of this process was a new Setting of Speed Limits Rule 2022 (the Rule) to replace the 2017 rule.
- 7 The Rule is designed to improve how Road Controlling Authorities plan for, consult, and implement speed management changes.
- 8 The Rule defines the process for RCAs (such as DCC and Waka Kotahi) to set speed limits.

The Rule

- 9 The new regulatory approach to speed management planning, includes the new Speed Management Guide (SMG), the Road to Zero Strategy, the National Speed Limit Register and updated MegaMaps. The SMG provides RCAs with the tools that support Aotearoa New Zealand's Road to Zero Strategy.
- 10 Key components from the Rule include:
 - producing an SMP on a three-year cycle that aligns with that of the National Land Transport Programme (NLTP)
 - aligning infrastructure investment decisions and speed management decisions through the Regional Land Transport Planning (RLTP) process
 - introducing a new consultation process that aligns with the three-year RLTP consultation process
 - requiring RCAs to reduce speed limits around all schools by 31 December 2027, with an interim target of 40% of schools by 30 June 2024. The interim target will require the DCC to adopt an interim SMP
 - acknowledging the status of Māori as Treaty partners and specifies that Māori are involved in the development of SMPs and consulted on aspects of the plan that are important to them
 - requiring all RCAs that are territorial authorities to include their proposed speed limit changes and safety infrastructure treatments for the coming 10 years into SMPs
 - requiring regional transport committees (RTCs) to coordinate input from RCAs in their region to create a regional SMP, aligning with the RLTP process
 - requiring regional councils to facilitate the administrative function of regional consultation on SMPs
 - giving the Director of Land Transport at Waka Kotahi responsibility for certifying SMPs
 - introducing a new process for setting speed limits outside of SMPs
 - removing the ability to set speed limits through bylaws

- enabling a whole of network approach that considers safety-related infrastructure improvements, speed limit changes and safety camera placement
 - requiring all speed limits (other than temporary speed limits) to be entered into a national register (the NSLR) which will give legal effect to all speed limits (other than temporary speed limits).
- 11 The process for developing and consulting on SMPs is shown in Attachment A. This document has been prepared by Waka Kotahi. This process will be followed for the development of the DCC SMP 2024-2027.
- 12 The Rule sets out the statutory process for an Interim SMP that requires a draft version to be published for public consultation. The final Interim SMP must then be submitted to the Director of Land Transport for certification.

DISCUSSION

Dunedin City Council Speed Limit Bylaw 2004

- 13 The Rule, which is made in accordance with the Land Transport Act 1998, requires that all speed limit data is migrated to the National Speed Limit Register (NSLR). The NSLR then becomes the legal instrument for all speed limits.
- 14 The Rule has removed the ability for speed limits to be set by an RCA under a bylaw. These types of speed limit bylaws are now redundant and need to be formally revoked as soon as reasonably practicable after an RCA's speed limit data has been transferred to the NSLR. The Rule provides that these now redundant speed limit making bylaws must be revoked by resolution, without the need for consultation.
- 15 By 19 July 2022 DCC had transferred speed limit data to the NSLR for all roads under its control. The speed limits, which were previously created under the DCC Speed Limit Bylaw 2004, continue to apply and be enforceable.

Interim Speed Management Plan

- 16 The Rule sets out what the RCA must consider when preparing an Interim SMP. It also dictates the content, form and process of the plan. The Rule requires consultation of a Draft Interim SMP to be in accordance with the Rule and the relevant provisions of the Local Government Act 2002.
- 17 The Draft Dunedin Interim SMP covers a number of schools that will provide DCC the ability to reduce speed limits around schools. This enables the DCC to meet the requirement of the Rule to reduce speeds around 40% of all schools by June 2024.
- 18 The Draft Interim SMP also addresses the George Street slow speed zone and requests that have been received from the community before and during the Speed Limit Bylaw Amendment 11 process in 2021.
- 19 The Draft Interim SMP covers the period from when the Rule came into force until June 2024. The SMP 2024-2027 will then align with the next RLTP/NLTP process (2024).
- 20 The Draft Interim SMP is included as Attachment B to this report. It is proposed to be published on the DCC website for consultation from 14 November – 9 December 2022.

- 21 The Draft Interim SMP is predominately focused on providing safe and appropriate speeds around schools. Affected schools were notified of the proposed changes around their school, in August 2022, to provide feedback (Attachment C).
 - a) 14 schools provided feedback on the proposed changes, all of which were supportive of reducing the speed limit around schools to 30km/h.
 - b) Four schools requested the proposed school zone be extended to include key walking and cycling routes and early childhood centres. One school requested the proposed school zone be reduced to ensure better compliance.
- 22 Waka Kotahi is also preparing an Interim State Highway SMP that they will be consulting on through November and December 2022.
- 23 Waka Kotahi is aiming to consult on their 2024-2027 State Highway SMP in June 2023.
- 24 Included as Attachment D is a letter from Waka Kotahi to partners and stakeholders outlining the development of their SMP.

OPTIONS

- 25 While Council could choose not to consult on a draft interim SMP, this is not a realistic option as this would mean Council was unable to meet its statutory obligations.
- 26 The only option that achieves legislative compliance is presented below.
- 27 There is the option however to amend the draft Interim SMP prior to consultation. The SMP could be amended by removing or including areas for example. Amendments of this nature would require a change to the consultation period to allow staff time to prepare the necessary information.

Option – Approve the Draft Interim Speed Management Plan for consultation (with any amendments)

- 28 Council to approve the Draft Interim SMP (Attachment B) for consultation from 14 November – 9 December 2022, with or without amendments.

Advantages

- DCC will have a plan to enable the legislative requirement to reduce speed limits at a minimum of 40% of schools to 30km/h by 30 June 2024.
- School representatives support reducing speed limits to improve safety for tamariki getting to and from school.
- The consultation period aligns with the consultation currently being undertaken by Waka Kotahi on the Interim State Highway plan interim SMP

Disadvantages

- Any amendments may alter the consultation period which will affect the alignment with Waka Kotahi consultation.

- Staff can identify no disadvantages.

NEXT STEPS

- 29 If approved, Staff will publish the Draft Dunedin Interim SMP with amendments (if any), for consultation from 14 November – 9 December 2022, followed by a public hearing if required in February 2023.
- 30 Staff will prepare a report, following consultation, for a hearings committee to appointed and to consider feedback on the consultation, prior to making a recommendation to Council on the approval of the final Interim SMP.
- 31 Staff will ensure that the Speed Limit Bylaw 2004 is removed from the DCC's website.
- 32 Staff will prepare a submission to Waka Kotahi on the Draft Interim State Highway SMP consultation (14 November – 9 December).
- 33 Staff will begin preparing the SMP 2024-2027 for the 2024 RLTP process, starting no later than 30 January 2023.

Signatories

Author:	Nick Sargent - Transport Strategy Manager
Authoriser:	Jeanine Benson - Group Manager Transport Simon Drew - General Manager Infrastructure and Development

Attachments

	Title	Page
A	Speed Management Plan process	29
B	Draft Interim Speed Management Plan 2022-2024 (<i>Under Separate Cover 1</i>)	
C	Pre-consultation feedback received from Schools	40
D	Waka Kotahi letter on State Highway Speed Management Plans	40

SUMMARY OF CONSIDERATIONS

Fit with purpose of Local Government

This decision enables democratic local decision making and action by, and on behalf of communities. This decision promotes the social, economic, environmental, and cultural well-being of communities in the present and for the future.

Fit with strategic framework

	Contributes	Detracts	Not applicable
Social Wellbeing Strategy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Economic Development Strategy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Environment Strategy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Arts and Culture Strategy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3 Waters Strategy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Spatial Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Integrated Transport Strategy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parks and Recreation Strategy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other strategic projects/policies/plans	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Ensuring Dunedin is a safe city is prioritised in the Social Wellbeing Strategy, Spatial Plan and Long-Term Plan as well as the Integrated Transport Strategy. Safer speeds are one of four pillars under the Safe System approach to reduce the number of fatal and serious injury crashes occurring on Dunedin's road network.

Māori Impact Statement

The new Rule acknowledges Māori as Treaty partners, which includes a role to contribute to the development of SMPs. The Speed Management Guide has a process for establishing and maintaining engagement through the Speed Management Plan 2024-2027 preparation. There has been no specific engagement with Māori over the Draft Interim SMP.

Sustainability

Reducing speed around schools makes it a safer environment to enable more people to walk and cycle. This will have a positive impact on our cities carbon emissions.

LTP/Annual Plan / Financial Strategy /Infrastructure Strategy

There are no implications.

Financial considerations

All proposed speed limit changes and accompanying infrastructure improvements have been planned for as part of the Low Cost / Low Risk programme.

Significance

This decision is considered low in terms of the Council's Significance and Engagement Policy.

Engagement – external

Affected schools were engaged with early and the summary is included in this report. Wider external engagement will commence as a result of the resolution in this report.

Engagement - internal

There has been internal engagement with Legal.

SUMMARY OF CONSIDERATIONS

Risks: Legal / Health and Safety etc.

The proposed speed limit changes are intended to reduce risk by reducing speeds in accordance with the new rule.

Conflict of Interest

There are no known conflicts of interest.

Community Boards

Community Boards will be consulted on the Draft Interim SMP.

Speed Management Plan process

A key element of speed management is input from the community and from road users. Community includes partnering with Kati Huirapa ki Puketeraki and Te Runanga o Otakou as the local iwi. Waka Kotahi have recognised that Māori have a special partnership with us. The engagement process is outlined in the speed management guide.

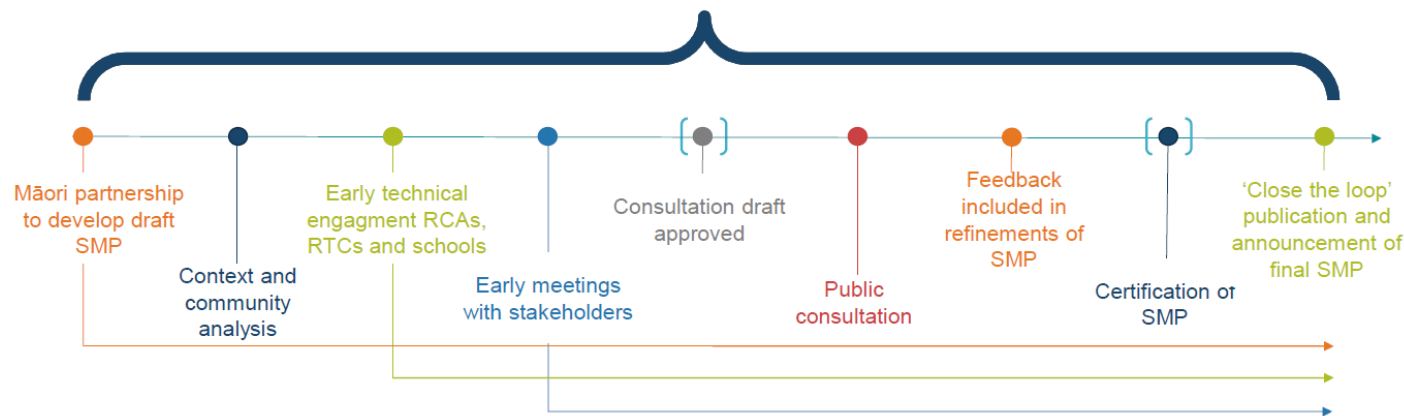


Figure 1 Speed Management Plan process from the speed management guide

The above process will be followed for the first Speed Management Plan 2024-2027. Consultation will be undertaken in accordance with the consultation principles specified in section 82 of the Local Government Act 2002.

School/Kura feedback on proposed school zones

Amana Christian School

Dear Sir/Madam

Thank you for the information regarding variable speed zoning outside Amana Christian School.

The main problem is that our entrance is from Gordon Road. Our street number is 14 Gordon Road. The administration office is in the building on Gordon Road, so this is the FRONT of the School. Parents either drive in or drop students off in Gordon Road.

For safety reasons, we have a one way system from Gordon Road exiting between 41 and 43 King Street.

Our students arrive from Gordon Road, either by vehicle or walking.

For basic road safety traffic flow issues, this is by far the safest way, as Gordon Road is a busy two way thoroughfare and cars exiting from 14 Gordon Road will attempt to cross over the flow of traffic.

The nearby traffic lights assist the entry **from** Gordon Road.

Regarding King Street - traffic along this street often far exceeds the speed limit, so we suggest that this also be considered as a speed zone.

I am happy to consult further on these issues.

Please consider a variable school speed zone.

At present there is NO SPEED LIMIT school zone.

Gordon Road is a very busy street, with trucks, as well as buses and cars in a constant flow.

Yours faithfully

Roslyn King

Principal

--



Amana Christian School
Truth and Integrity



Vision: To provide Christ-centered schooling for children and teenagers on the Taieri and wider district community.

14 Gordon Road, Mosgiel

(03) 489 2113

www.amana.school.nz

Roslyn King (Principal)

[Balmacewen Intermediate School](#)

Kia ora

Thank you, we are in support of a permanent 30km/h speed limit for our school.

Kind regards

Andrew Hunter

Principal

[Bathgate Park School](#)

Kia Ora

We look forward to responding to this but would like to let you now of one inaccuracy on this. On the Kings, Queens, Bathgate Park Appendix A it talks about reducing from the 40km to 30 km. This is not the case for Bathgate Park School - we are a 50km speed. We have sadly not had the speed reduced outside our school.

[Columba College](#)

Good afternoon,

Please see our feedback below:

- The Proposed zone seems appropriate with the variable speed limits applicable and appropriate during school hours
- A permanent 30kph is not appropriate along Highgate but we would like a permanent 30kph zone on Oban Street as this is a constant crossing point between the Columba College junior and senior campuses
- Zone covers all school entrances
- We are not a strong 'cycling to school' campus
- Additional measures we would like considered if possible:
 1. Traffic calming measures on Oban Street near Highgate to permanently slow traffic and protect crossing between Junior and Senior campus
 2. Any benefit in having Oban/Tyne/Wright streets redesignated as one way with traffic calming effects as well

3. Kerb build-outs at Oban Str and Highgate have not had a huge effect to date. We feel this had made the corner more dangerous with cars needing to go into the opposite lane to turn left from Oban Street into Highgate.

Regards



Pauline Duthie MA (Hons) LTCL, Dip Tchg

Principal

Columba College

P +64 3 467 5188 ext 803

A 399 Highgate Dunedin 9054

E principal@columbacollege.school.nz

W www.columbacollege.school.nz



Sent on behalf by Liz Gold, Executive Assistant to the Principal, Pauline Duthie

[Dunedin Rudolf Steiner School](#)

Kia ora,

Thank you for addressing us on this matter.

Our Management Team will look at the issue and decide subsequent action next week.

In principle we are in favour of reducing the speed limit on all the roads highlighted on your map as they are all narrow and steep and children walk along them to and from school in the whole catchment area

Ka mihi,

Pene Johnstone.

Principal

Dunedin Steiner School

[Grant's Braes School](#)

Kia ora

Thank you so much for the opportunity to comment on the proposed changes to speed limits around our school.

With the already planned road safety alterations that will be undertaken shortly around our school, we believe that the reduced speed around our school is vital to ensure the safety of all.

My only comment would be to extend the limit up to Scobie Road and also extend the limit so that it included Grant's Braes Kindergarten.

Please do not hesitate to contact me if you need this clarified and thank you for all that you and your team are doing to make school areas safer.

Kā Mihi

Gareth Taylor
Tumuaki
Grant's Braes School
137 Belford Street
Waverley
Dunedin
(03) 4544717

Karitane School

Hi, thanks for reaching out regarding the speed restriction proposals for Karitane school area.

The BoT is supportive of the measures proposed, and our feedback is in orange below your listed consideration points.

- Are the proposed zones too large or not large enough?
 - Yes the zone seems more than adequate.
- If we have proposed a variable 30kmph zone - should we instead propose a permanent 30kmph zone?
 - A temporary speed restriction seems reasonable given the visibility & lack of traffic in this area.
- If we have proposed a permanent 30kmph zone - should we instead propose a variable 30kmph zone?
- How supportive do you think the community will be as it relates to your school?
 - The community is likely to be supportive of the measures.
- Do the proposed school zones cover all school entrances?
 - No but people aren't allowed to drive on the beach :)
- Do they cover the most likely walking/cycling routes?
 - yes
- What else can we do to make walking/cycling to school a safer option?
 - At present there is no continuous footpath to the school, All students **must** cross the road and do so at a single point. A pedestrian crossing between 1269 & 1264 coast road would be greatly appreciated. possibly even a slightly raised one for "traffic calming".
 - Also though not as directly linked to Karitane school the children that bus from the community hall area cross coast road after drop off, a "school bus drop off zone" or similar sign in this area may be beneficial.

We would welcome your attendance at upcoming BoT meetings if there is anything within our response you feel would be better communicated in person. The dates can be communicated to you if you wish to attend.

Thankyou for your efforts to keep out tamariki safe.

regards.

Daniel Free, on behalf of Karitane school BoT

Outram School

Below is the comments from Outram Board.

- Are the proposed zones too large or not large enough?
 - Put a roundabout at corner of Huntly & Bell St
- We have proposed a variable 30kmph zone - should we instead propose a permanent 30kmph zone?
 - No
- How supportive do you think the community will be as it relates to your school?
 - Some comments about the 30km speed zone starting too early down Bell Street, that maybe a graduated speed limit would be better so that cars maintain the 30km/hr speed limit closer to Beaumaris Street corner which is very busy.
- Do the proposed school zones cover all school entrances?
 - Yes
- Do they cover the most likely walking/cycling routes?
 - Yes, although there needs to be footpaths for pedestrians.
- What else can we do to make walking/cycling to school a safer option?
 - Footpaths all the way down Formby Street, Bell Street and Huntly Road. Pedestrian crossings at intersections of Beaumaris & Bell Street and Beaumaris & Formby Street.
 - Big flashing 30km signs at the start of school and around 3pm.

Ngā Mihi

Kim Allan

Tumuaki/Principal

Pūrākaunui School's

Please find attached Pūrākaunui School's submission for the pre-consultation on reducing speed limits around schools.



Purakaunui School | 8 Mihiwaka Station Road
☎ 022 414 6351 ✉ office@purakaunui.school.nz

SUBMISSION

Re: REDUCING SPEED LIMITS AROUND SCHOOLS

The Purakaunui School Board, staff and students all support a reduction in vehicle speed around our school.

We need to work together towards "a New Zealand where no one is killed or seriously injured in road crashes. This means that no death or serious injury while travelling on our roads is acceptable."

We are disappointed it has taken so long to adopt the Speed Setting Rule 2022 and for Dunedin City Council to now embark on the reduction of speed limits. A 30kmph School Speed Zone is something many communities and schools have been working towards for some time; it is difficult to argue it will not make school zones safer.

The national consistency of speed zones outside schools will aid compliance and enforcement.

The proposal mapped in your Appendix A for Purakaunui School is a sensible one: we support the permanent reduction of speed on Purakaunui and Osborne Roads to 60kmph, plus the "variable" reduction of speed on roads immediately bordering the school to 30kmph before and after school and at other times when children are present. It is important the zone goes a margin past the school boundaries on both Purakaunui and Mihiwaka Station Roads as there are pedestrian gates at the northern and western corners of the school grounds.

This zone is in the right place and appropriate for the rural nature of the location. The signage will need to be very clear and enforcement will need to be apparent; we need to work with local police to have a presence, particularly when the changes are first made.

Increased signage around Purakaunui School will be helpful for road safety as currently it is easy to entirely miss the school's existence. We would expect to see large signs indicating the School Speed Zone, with flashing lights that activate during designated hours.

We believe the local community will be supportive of school zone changes once they understand the national vision and consistency across the country. There will be resistance from some locals to the 60kmph restrictions.

The only issue we have with your plan is the timeframe:

"Speed limits past all schools will reduce to 30kmph by 31st December 2027, with an interim target of 40% of schools by 30th June 2024."

We want to see action as soon as possible. We propose temporary signs indicating a school zone and a speed advisory, to bridge the long timeframe to create a speed restriction. Our tamariki have drawn up signs they will put out if council doesn't beat them to it. When we did a car survey outside our school there was concern at the speed of passing vehicles and the realisation what the result of impact could be. Please could Dunedin City Council establish our school speed zone a lot sooner than 2027.

Our community would love to have safer options for walking and cycling. Very few students use active travel to school because of the nature of the roads around the district; they are narrow with absolutely no shoulder and currently a 80kmph speed limit. The best thing we could do is work together on off-road routes connecting the communities of Osborne, Purakaunui and Long Beach to Purakaunui School. Our vision is for all our tamariki to be able to safely walk or cycle to school, and to safely connect with our communities and environment in an active and emission-free way. Currently we tend to drive even short distances for school outings, for example planting projects at the beach, because the roads have no place to walk; even a decent shoulder would help.

In summary, Purakaunui School supports the Dunedin City Council to adopt the ISMP and introduce our School Speed Zones as soon as possible.

Nicky Bell
Principal

Jo Monks
Board of Trustees Chairperson

Sawyers Bay School

Kia ora DCC Transport Safety Team,

Thank you for the opportunity to provide feedback on the proposed speed limit changes. I am very excited at the prospect of such change right across Dunedin.

Specifically relating to Sawyers Bay:

- Are the proposed zones too large or not large enough?
 - The size of the zone is adequate.
- If we have proposed a permanent 30kmph zone - should we instead propose a variable 30kmph zone?
 - We agree that the permanent 30kmph zone is the most appropriate option for Sawyers Bay
- How supportive do you think the community will be as it relates to your school?
 - The large majority of Sawyers Bay residents and school community already use a lower speed travelling around Sawyers Bay than the 50kmph limit. I believe that this same majority would be well in favour of these changes.
- Do the proposed school zones cover all school entrances?
 - Yes.
- Do they cover the most likely walking/cycling routes?
 - No, I have attached a map with some suggested changes.

Rohais Plc, Freyberg Ave and Duke street are unnecessary. Our highest priority area would be the Hall road downhill section from Springdon Ave to the Round about as this is where cars exceed the speed limit, and where we see the greatest number of pedestrians/cyclists.



- What else can we do to make walking/cycling to school a safer option?

The shared path along SH88 will certainly help with promoting active transport in our community. Any influence the DCC could use towards encouraging NZTA to consider safe crossing options from Sawyers Bay across SH88 would be hugely beneficial.

Thank you once again for your support.

Ka mihi nui.

Gareth Swete



Gareth Swete

Principal

Sawyers Bay School

Address: 99 Stevenson Ave, Sawyers Bay

Phone: 034728981

St Bernadette's School

Good afternoon

Thank you for your email explaining the new approach to the setting of speed limits around our schools.

We have contacted the Dunedin City Council over the years enquiring as to when we might expect more visual 'School' signage like those outside Carisbrook and Mornington Schools.

Traffic on Forbury Road has greatly escalated over the years with many near misses, and up until a year ago, we had a staff member on crossing duty in the mornings who witnessed these on a regular basis.

Some of the issues we have are:

- drivers on their phones while driving past our school
- not stopping for pedestrians including students (not just those from our school)
- Speeding!
- parking on the yellow lines inhibiting pedestrian and driver views – just to mention a few.

As our school falls in Table 1 of Appendix A, **we strongly support the proposal where a 30kmph variable speed zone would be implemented before and after school hours and at other times when children are present**; this would cover both entrances to our school and include walking/cycling routes.

We have received many complaints from our school community and the general public regarding traffic issues on Forbury Road, and we know the Interim Speed Management Plan initiative would be strongly supported.

We would encourage physical measures in our school zone to include raised pedestrian crossing and/or speed bumps, along with more visual signage.

Currently, a relatively feeble 'School Sign' with two flashing lights, are at the Forbury roundabout and the other one is nearly 500 metres down the road near the MacAndrew Rd intersection, which is unsatisfactory.

Road safety around our school is paramount to our student and community's welfare and we look forward to having a more effective infrastructure to help minimise the risk of injury.

We hope the consultation around the ISMP in November ensures the Dunedin City Council adopt this plan to improve School Speed Zones in our City.

Yours Sincerely

Debbie Waldron

Principal

St Bernadette's School

16 Forbury Road

Forbury

Dunedin 9012

P: 03 455 7408

C: 027 352 8019

office@stbernadettes.school.nz

www.stbernadettes.school.nz



St Josephs Cathedral School

Hello,

After consultation with our board we would like to recommend the permanent 30kmph for our zone. The zone area is large enough and covers both of our entrances. Our community will be supportive of this as we have major issues around our school with safety and parking.

Another thing we would like to be considered is more drop off and pick up parking. For several years we have asked the DCC for this as our parents end up double parking and causing even more safety issues for cars coming over the hill and children running between cars.

If you would like to talk to me further about this my cell phone number is 021844082.

Regards,

Jo Stanley

Principal

St Joseph's Cathedral School

St Mary's Dunedin School

Thank you for the opportunity to respond to the proposed changes.

Our school board met on the 8th of December to look at the proposal and were in favour of the proposed changes.

We discussed the ongoing concern of children needing to cross Taieri Road in a safe way. We request that you consider the need to have a visible limited speed zone during school opening and closure times in a similar way that is evident outside Kaikorai Valley College.

Thank you for the opportunity to be part of keeping our children safe.

Blessings,

Corinne Guthrie

Principal

St Mary's Dunedin.

Wakari School

The Board of Trustees would like for you to consider increasing the zone further up Shetland St past the intersection with Ethel St. We would also like you to consider including part of Ethel St (Shetland St end) into the plan.

Regards Chris

Other: Owain Carter

I support the initiative of 30km around schools

Cheers

Owain Carter



07 October 2022

Kia ora koutou katoa –

Our road safety vision

Our vision is for a road network where no-one dies or is seriously injured. Road to Zero, New Zealand's road safety strategy, commits to this vision and sets a target for reducing deaths and serious injuries by 40 percent (from 2018 levels) by 2030.

Critical components of our Road to Zero strategy include:

- introducing a new regulatory framework for speed management
- implementing safer speed limits around schools
- adopting a new approach to road safety cameras to reduce excessive speeds on our roads, targeted to risk

Underpinning this strategy is the safe system approach which acknowledges that people make mistakes on the road, but these mistakes should not cost people's lives.

A safe system means taking a holistic view of the land transport system and designing and managing that system so it protects everyone using it from road trauma. A more forgiving road system takes human fallibility and vulnerability into account. All aspects of the transport system are designed to protect people from death or serious injury when they are involved in a crash.

A new framework for speed management

A new framework for managing speeds on our roads is a key part of our road safety strategy. Earlier this year a new rule for setting speed limits took effect (the Land Transport Rule: Setting of Speed Limits 2022) replacing the previous 2017 rule.

Under the new rule, road controlling authorities (including Waka Kotahi who is the authority responsible for state highways) use speed management plans to set out why and how they propose to better manage speed to make it safer for people to move around. Developed every three years to align with the National Land Transport Programme (NLTP) cycle, speed management plans provide the full picture of how road controlling authorities will integrate safety-related infrastructure improvements, speed limit changes and safety camera placement to manage speed. These plans are the primary means by which proposed speed limit changes and other speed management activities are developed, shared and certified.

Guidance on speed management

As part of this new rule, Waka Kotahi developed and published the [Speed Management Guide: Road to Zero edition](#). This guide provides information and guidance to help authorities develop speed management plans that will deliver consistent implementation of safe and appropriate speed limits over time, and make informed, accurate and consistent speed management decisions in their communities.

MegaMaps: Road to Zero edition

Waka Kotahi has also developed [MegaMaps: Road to Zero edition](#) to accompany the [Speed Management Guide: Road to Zero edition](#), providing guidance on safe and appropriate speeds when developing speed management plans.

National Speed Limit Register

Speed limits, and communication of those limits to road users, are core to road safety. The [National Speed Limit Register](#) provides an online, maps-based, central source of speed limits for roads in New Zealand. It enables organisations responsible for speed management to record, update and share

speed limit data, and that data is publicly accessible so people can easily search for details on speed limits.

Our speed management plan

In accordance with the new setting of speed limits rule we have developed a draft Interim State Highway Speed Management Plan for the current 2021-2024 NLTP period. This plan shows how we propose to manage speeds on the state highway network over the next two years through to June 2024, including implementation timeframes.

Speed management interventions proposed in the plan include speed limit changes outside most of the schools, including kura kaupapa Māori and Kura-a-Iwi, on state highways; this includes urban and rural areas. The plan also proposes changes on some sections of state highways, a number of new intersection speed zones, and variable speed limits outside some marae. You will be able to see details of these interventions once we publish the interim plan for consultation in November.

As part of the speed management plan development process we will consult on this draft plan, and expect to begin public consultation on 14 November 2022, for a period of four weeks. We will use consultation feedback to help us finalise the plan ready for certification, and publish the final plan online once it is certified.

We will be in touch with you again closer to the time we begin consultation to let you know how you can give feedback on the draft plan, and where to find further information including a link to the draft plan.

If you have any queries in the meantime about the speed management plan, please send an email to speedmanagement@nzta.govt.nz.

Please note that we are also in the process of developing a speed management plan for the next NLTP period, 2024 to 2027, and will be engaging separately on that early next year.

More information and support

Website:

- [Speed management](#)
- [Land Transport Rule: Setting of Speed Limits Rule 2022](#)
- [Speed Management Guide](#)
- [MegaMaps](#)
- [National Speed Limit Register](#)
- [Speed and infrastructure](#)
- [Safe System solutions](#)

Email:

- speedmanagement@nzta.govt.nz

Ngā mihi



John Baillie,
Programme Director, State Highway Speed Management Plan

MANATU WHAKAAETAKA - RELATIONSHIP AGREEMENT BETWEEN KATI HUIRAPA RŪNAKA KI PUKETERAKI, TE RŪNANGA Ō ŌTĀKOU AND DUNEDIN CITY COUNCIL - A TIKAKA BASED APPROACH

Department: Executive Leadership Team

EXECUTIVE SUMMARY

- 1 The report provides an updated Manatu Whakaaetaka – Relationship Agreement (Agreement) between Kati Huirapa Rūnaka ki Puketeraki, Te Rūnanga ō Ōtākou and the Dunedin City Council (DCC). Included within the Agreement is the newly developed Te Pae Māori (previously the Māori Participation working party).
- 2 The report seeks approval for the Mayor to sign the Agreement on behalf of Council at Ōtākou Marae on Friday 11 November 2022.
- 3 The report provides a brief background in relation to:
 - a) the new Agreement that will supersede the 2006 Memorandum of Understanding (MoU): and
 - b) the establishment of Te Pae Māori will replace the Māori Participation Working Party (MPWP).
- 4 The report also provides a brief background of the longstanding historic context of the MoU and the MPWP and the need now, to combine these two partnership mechanisms to ensure Council's Treaty partnership continues to grow and strengthen.

RECOMMENDATIONS

That the Council:

- a) **Approves** the Manatu Whakaaetaka – Relationship Agreement with or without amendments.
- b) **Authorises the Mayor** to sign the Agreement between Kati Huirapa Rūnaka ki Puketeraki, Te Rūnanga ō Ōtākou and Dunedin City Council at Ōtākou Marae on Friday 11 November 2022.

BACKGROUND

- 4 Prior to 2003, an informal Māori advisory group had been in existence for some time. This group became the first iteration of the MPWP in 2003 with Mayor Turner as the Chair and Edward Ellison as the Deputy Chair.
- 5 In 2006 a MoU was signed between Council, Kāti Huirapa ki Puketeraki and Te Rūnanga o Ōtākou. The MoU more formally established the MPWP as an advisory group to facilitate mana whenua perspectives, provide advice to Council and monitor the MoU. A specific objective of the MPWP was to monitor and review the effectiveness of the MoU and this has not occurred in recent years.
- 6 The MoU is now 16 years old and was fit for purpose at the time of signing. However, much has changed over the intervening years and the MoU and the MPWP do not adequately reflect Council's current partnership arrangements with mana whenua.
- 7 In addition, it is timely with the Strategic Framework Refresh and the development of a Māori Strategic Framework (MSF), to utilise the skill and expertise of a refreshed MPWP to provide mana whenua strategic oversight of this strategic work.

DISCUSSION

- 8 For many years there has been ongoing dialogue with mana whenua of what the best representation arrangements for Māori should be. Over the last two years with a backdrop of legislative change and reform, Council has been undertaking a process of updating current Māori representation arrangements at a governance level and at an operational level.
- 9 In 2021 Council approved the establishment of Rūnaka representatives on two Standing Committees and this decision has again been approved in this current triennium. Concurrently, there have also been key Māori staff appointments to lead the Māori strategic development across the DCC and a commitment at an organisational level to build organisational cultural capability to put into practice the Council and Rūnaka Treaty partnership.
- 10 As part of Council's decision to review the MPWP terms of reference, there have been a number of constructive Councillor and mana whenua meetings held throughout 2021 and 2022 to ascertain the best arrangements for the MPWP and Māori representation on Council.
- 11 Staff initially sought to undertake only a review of the MPWP terms of reference. However, it became clear that the MoU and the MPWP were interconnected and that to review and update one document would require a review and update of the other. In keeping with a tikaka Māori (Māori cultural protocol) approach, a new Te Pae Māori has been established.
- 12 In addition, staff and mana whenua have also worked closely to develop both the Agreement and the new Te Pae Māori. The final draft version of the Agreement and the establishment of Te Pae Māori are briefly outlined below.

Manatu Whakaaetaka – Relationship Agreement 2022

- 13 The intended outcome of the Agreement is to facilitate a relationship of mutual benefit between Kā Rūnaka and the Council, in order to produce meaningful outcomes for current and future generations of mana whenua, Māori and all citizens of Dunedin.

- 14 The primary purpose of the Agreement is to:
- provide a relationship framework whereby parties can work together to advance shared aspirations
 - respect and acknowledge one another's roles, responsibilities, rakatirataka (self-determination) and mana (authority) within their respective takiwā (territories)
 - collaborate to influence third parties to advance and contribute to shared purpose and opportunities and uphold each other's obligations under the Treaty of Waitangi.
- 15 The Agreement is between Treaty of Waitangi partners – mana whenua who signed the Treaty of Waitangi at Ōtākou on June 13, 1840, and the Council as an agent of the Crown.
- 16 Araiteuru Marae as representatives of Mataawaka are not formally included as signatories to the Agreement and understand the importance of the primary Treaty partnership being between mana whenua and Council.
- 17 A copy of the final draft version of the Agreement is attached as Appendix A. As the existing MoU was outdated a tracked changes version of the new Agreement was not possible. A copy of the 2006 MoU is attached as Appendix B for reference.

Te Pae Māori

- 18 Staff, mana whenua and representatives from Araiteuru Marae began a review of the MPWP terms of reference in 2022. As part of the review, the MPWP name as a "Working Party" had long been considered inappropriate.
- 19 Mana whenua have given the name Te Pae Māori to the newly established group. Pae can be understood as an elevated platform enabling Māori to flourish and bringing light to where there was darkness. The name offers a creative, visionary and constructive way forward that merges traditional Māori knowledge with strategic contemporary solutions.
- 20 Given the new name, the group reviewing the terms of reference also looked at the various changes that had occurred across Council since the last review. These changes included governance changes with Rūnaka membership on standing committees, operational work through Aukaha, the strategic review work being undertaken and the national political reform context.
- 21 The group rethought how Te Pae Māori could be better structured to give meaningful effect to the progress that had been made in the relationship between Council and mana whenua and the wider Māori community.
- 22 Following this rethink, it is proposed that Te Pae Māori will no longer be a working party within the Council committee structure. Instead, Te Pae Māori will sit outside of the Council committee structure and operate more appropriately from a tikaka (Māori cultural protocol) based approach. This will mean that meetings will be held at marae when appropriate, be jointly chaired by Rūnaka leadership and the Mayor, will adhere to Māori protocols and will have a strong focus on relationship development between Councillors, Kā Rūnaka and Araiteuru Marae.
- 23 Constituted in this way, Te Pae Māori will also be enduring and not subject to change by a simple majority of Council. Its review will be provided for in the recast Agreement.

- 24 Membership of Te Pae Māori will be made up of Kā Rūnaka representatives and Araiteuru Marae representatives. A significant change to the membership is that Council Rūnaka representatives will be included, and all Councillors will participate as full members of Te Pae Māori.
- 25 Araiteuru as representatives of Mataawaka continue to be an important member of Te Pae Māori, as they were within the MPWP model.
- 26 Te Pae Māori will also have a clear strategic focus on the development, implementation, monitoring and future direction of the MSF as it is embedded across the work programmes of key Council activities.
- 27 A copy of the final draft version of the 2022 Te Pae Māori Terms of Reference is included within Appendix A (As appendix 2 of the Agreement). For reference, a copy of the Draft Refreshed Strategic Framework illustrating where the MSF is positioned is attached as Appendix C.

OPTIONS

- 28 Council have made considered decisions in recent times that have strengthened Council's relationship with mana whenua and the broader Māori community, some of these positive decisions have been outlined earlier in this report. With each step towards developing an effective Treaty partnership with mana whenua, the Council moves closer to producing meaningful outcomes for current and future generations of mana whenua, Māori and all citizens of Dunedin.
- 29 The development of the refreshed Agreement and a new Te Pae Māori is another step towards ensuring the relationship between Council and mana whenua continues to strengthen and grow.
- 30 By giving the Mayor authority to sign the Agreement on Council's behalf at the marae, Council is giving a clear signal to mana whenua about its partnership intentions.
- 31 Council has the option to sign the Agreement in its current form with or without minor amendments or not to sign.
- 32 The advantages to signing have been detailed in the body of this report. Staff can identify no disadvantages for signing the updated Agreement.
- 33 If Council wishes to make amendments that are more than minor, further discussions will be required with mana whenua. This will delay the formal signing of the agreement but should not delay the visit to the marae.

NEXT STEPS

- 34 If approved by Council, Staff will finalise the Agreement with mana whenua if any minor amendments have been made and prepare final copies to be signed at Ōtākou Marae on Friday November 11, 2022.
- 35 Following the signing of the Agreement, staff will establish a 2023 schedule of Te Pae Māori meetings (4) for all Councillors in collaboration with Kā Rūnaka.

Signatories

Author:	Jeanette Wikaira - Manahautū (General Manager Māori Partnerships and Policy)
Authoriser:	Sandy Graham - Chief Executive Officer

Attachments

	Title	Page
↓A	Appendix A - Draft Manatu Whakaaetaka Relationship Agreement 2022	49
↓B	Appendix B - Memorandum of Understanding 2006	63
↓C	Appendix C - Draft Refreshed Strategic Framework 2022	85

SUMMARY OF CONSIDERATIONS

Fit with purpose of Local Government

This decision provides opportunities for mana whenua and Māori to effectively contribute to Council's decision-making processes and consider ways in which Council can continue to foster the development of Kā Rūnaka and Council Treaty partnership. This decision also enables democratic local decision-making and action by, and on behalf of communities. This decision promotes the social, economic, environmental and cultural well-being of communities in the present and for the future.

Fit with strategic framework

	Contributes	Detracts	Not applicable
Social Wellbeing Strategy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Economic Development Strategy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environment Strategy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Arts and Culture Strategy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Waters Strategy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Spatial Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Integrated Transport Strategy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parks and Recreation Strategy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other strategic projects/policies/plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

This report directly relates to all areas of the DCC's Strategic Framework and strategies, as it acknowledges the role of Māori representation in Council decision-making processes and the role of the Treaty of Waitangi in developing effective partnership with Māori.

Māori Impact Statement

Mana whenua and mataawaka perspectives have directly informed this report. Rūnaka and Araiteuru representatives of the MPWP have collaborated in the meetings and discussions that form the content of this refreshed Relationship Agreement and the new Te Pae Māori.

Sustainability

This report is in line with the Sustainability principle of the strategic framework, as it discusses relationship agreements with Māori regarding leadership, decision-making, participation, and effective partnership.

LTP/Annual Plan / Financial Strategy /Infrastructure Strategy

Greater Māori representation and contribution to decision-making processes of Council is expected to bring greater visibility and clarity as to how current and future corporate planning functions (encompassing long term plans and associated statutory strategies, levels of service and performance measures) are supporting the DCC's strategic goals, the Treaty of Waitangi as well as meeting statutory requirements.

Financial considerations

The Civic budget has an allocation for supporting the administrative requirements of the existing MPWP meetings and this will be utilised for Te Pae Māori meetings.

SUMMARY OF CONSIDERATIONS

Significance

The report is considered to be of low significance in terms of the Significance and Engagement Policy and requirements of the LGA (2002). However, the significance of the decision to develop stronger Treaty relationships and representation to contribute to Council decision-making is an issue of importance, particularly for Māori communities, but also for Dunedin as a whole, now and in the future.

Engagement – external

There has been considerable engagement with mana whenua and mataawaka in the development of this report.

Engagement - internal

The Māori Participation Working Party and Council Rūnaka Representatives have been engaged in providing direction for the development of this report alongside key staff.

Risks: Legal / Health and Safety etc.

There are no identified risks.

Conflict of Interest

There are no known conflicts of interest.

Community Boards

The refreshed Agreement between Council and Kā Rūnaka will be of interest to all Community Boards.

Manatu Whakaaetaka

Relationship Agreement

Between

Kāti Huirapa Rūnaka ki Puketeraki, Te Rūnanga o Ōtākou

and

Dunedin City Council



‘Ehara taku toa i te toa takitahi, engari he toa takatini’

‘My strength is not that of a single warrior but that of many’

1. Parties

1.1 The Dunedin City Council ('DCC') is a Local Authority as defined in the Local Government Act 2002

and

1.2 Kāti Huirapa Rūnaka ki Puketeraki and Te Rūnanga o Ōtākou ('Kā Rūnaka') (each a 'Party' and together 'the Parties'), for which part of their respective takiwā fall within the boundaries of the DCC.

2. Outcomes and Purpose

2.1 This Relationship Agreement (Agreement) records and embeds a new era of partnership between the Parties.

2.2 The intended outcome of this Agreement is to facilitate a relationship of mutual benefit between Kā Rūnaka and the DCC, in order to produce meaningful outcomes for current and future generations of mana whenua, Māori and all citizens of Dunedin.

2.3 The purpose of this Agreement is to provide a framework under which the Parties will:

- a. Work together and collaborate in relation to activities and opportunities and any other matters that might reasonably advance the shared aspirations of the Parties;
- b. Respect and acknowledge one another's roles, responsibilities, rakatirataka and mana in their respective takiwā;
- c. Collaborate to influence third parties (including the Crown and other local government agencies) to advance or otherwise positively contribute towards the Parties shared purposes, activities and opportunities;
- d. Uphold each other's obligations under the Treaty of Waitangi.

3. Background

3.1 The DCC is the local government entity for the City of Dunedin. The DCC's territory extends from north of Waikouaiti to the Taiari River in the south, and inland to Middlemarch and Hyde. The DCC is responsible for the governance of the city as well as the strategic direction, ensuring the DCC works towards meeting expectations of the community as set out in the DCC's Long Term Plans.

3.2 Kā Rūnaka are two of 18 Papatipu Rūnanga members of Te Rūnanga o Ngāi Tahu and represents those who hold mana whenua within their respective takiwā.

3.3 The territorial boundaries of the DCC sit within the takiwā of Kā Rūnaka, both in individual and shared authority contexts. Kā Rūnaka are identified in the Te Rūnanga o Ngāi Tahu Declaration of Membership Order 2001 as the entities with responsibility for resources and protection of tribal interests within their takiwā. Descendants of Puketeraki and Ōtākou tīpuna have resided in the area for many generations and have a rich history underpinned by spiritual and whakapapa connections, occupation, land,

resource use and management. The primary focus of Kā Rūnaka is to advocate for their collective interests as rakatira (leaders) and kaitiaki (guardians) of resources within their takiwā.

4. Roles and Responsibilities

Roles and Responsibilities of the DCC

4.1 The Parties recognise and agree that the DCC:

- a. Exists in accordance with legislation and is subject to a range of legal obligations; Is a 'Treaty Partner' and agent of the Crown for the purposes of the Treaty of Waitangi. As such, the DCC recognises the mana whenua status of Kā Rūnaka.

Roles and Responsibilities of Kā Rūnaka

4.2 The Parties recognise and agree that Kā Rūnaka:

- a. Exists as separate legal entities to represent their members who hold mana whenua within each of their takiwā;
- b. Are mandated to participate as a 'Treaty Partner' with the Crown and agent of the Crown in respect of matters relevant to their takiwā;
- c. Mandates its subsidiaries (for example A3 Kaitiaki Ltd and Aukaha 1997 Ltd) to further its economic development and other interests.

5. Treaty of Waitangi

5.1 The Parties are both driven by a desire and intention to advance and promote the social, cultural, economic and environmental wellbeing of people and natural resources within their respective takiwā. The Parties enter into this agreement on the basis of the following general principles:

- a. An acknowledgement of one another's mana in relation to their respective mandates, including the concepts of tino rakatirataka, ahi kā and manaakitaka;
- b. A mutual understanding that the basis on which they will work together will recognise and give effect to the principles of the Treaty of Waitangi, and particularly the partnership between iwi and the Crown;
- c. That their relationship will be mutually beneficial and based on good faith, co-operation and the principle of no surprises;
- d. A commitment to work towards solutions with reasonableness and honesty of purpose reflecting a kōtahitaka and mana taurite approach;
- e. A commitment to accommodate different cultural values and ways of working, and taking into account values associated with kaitiakitaka and whānaukataka.

Principles of the Treaty of Waitangi

5.2 The Treaty of Waitangi contains three articles. There are two versions of the Treaty – the English and the Te Reo Māori version. Neither version is an accurate translation of the other. The English and Te Reo Māori versions of the Treaty are attached as Appendix 1.

5.3 Kā Rūnaka, on behalf of mana whenua maintain the primacy of the Te Reo Māori version of the Treaty of Waitangi and as such Kā Rūnaka will work on the basis that the Te Reo Māori Treaty terms are valid and important, and will guide the relationship it has with the DCC.

5.4 In accordance with this understanding, Kā Rūnaka maintains that tino rakatirataka must be given priority and opportunities for its exercise must be facilitated and supported by the Crown and its agents, including the DCC. The DCC agrees that where reasonably possible, it will support Kā Rūnaka in this regard.

5.5 The DCC acknowledges and recognises the rakatirataka of Kā Rūnaka within their respective takiwā as enshrined in Article 2 of the Treaty of Waitangi and the Ngāi Tahu Claims Settlement Act 1998.

5.6 The Parties acknowledge that there will, from time to time, be differences between the Council and Kā Rūnaka regarding the interpretation of the Treaty and the obligations that flow from it, but that they will seek to work through these differences in good faith.

5.7 The Parties recognise and agree that the understanding of the principles of the Treaty of Waitangi is a developing area and new principles may emerge as the meaning and intent of the Treaty is further defined. The Parties also recognise and agree that the Treaty describes a dynamic relationship and is a 'living document', and its interpretation and the associated application of principles will evolve over time.

6. Implementation

Kā Rūnaka Membership on Council Committees

6.1 Recognising the importance of governance level engagement, the Parties commit to Kā Rūnaka membership on the Strategy and Engagement Committee and the Infrastructure and Services Committee, and any other Committees that may give effect to tino rakatirataka, should this be mutually agreed.

Te Pae Māori

6.2 The Māori Participation Working Party has been formally in existence since 2006. It was established as a mechanism for consultation and liaison between the DCC and Māori within the DCC's territorial authority area.

6.3 This Agreement establishes Te Pae Māori as the new forum to advance the strategic relationship between Kā Rūnaka and the DCC. Te Pae Māori replaces the Māori Participation Working Party.

6.4 Te Pae Māori recognises the ongoing relationship and partnership between the DCC and Kā Rūnaka. The new terms of reference for Te Pae Māori are attached as Appendix 2.

Workshops

6.5 The Parties commit to scheduling and attending topic-specific workshops on matters of

shared interest if the need arises, including if one of the Parties reasonably indicates to the other that such need has arisen.

Notice of Intentions

- 6.6** In order to best facilitate the implementation of this Agreement, the DCC will ensure that Kā Rūnaka are given as much notice as reasonably possible of all proposed DCC activities, in order that Kā Rūnaka has:
- A genuine opportunity to determine what level of involvement it desires in DCC activities;
 - Sufficient information about proposed DCC activities and sufficient time to appraise the information and make useful responses.

Conflict Resolution

- 6.7** There may be situations where the DCC's governance powers and responsibilities conflict with the rakatirataka interests of Kā Rūnaka. In such instances, the Parties endeavour to reconcile differences through dialogue, mediation and negotiation. Litigation should always be a last resort.

Sensitive Information

- 6.8** It is expected that in giving effect to this Agreement, each Party will be exposed to and/or learn confidential information of the other.
The recipient of the other Party's confidential information will:
- Keep it as confidential;
 - Not use it for any other purpose other than as required in terms of this Agreement;
 - Only disclose it to employees, officers or professional advisors on a need to know basis;
 - Remain bound by and comply with this clause following termination of this Agreement.
- 6.9** The restrictions in this clause do not apply where disclosure is required by law. Where a Party is required to disclose confidential information by law, it must inform the other Party in writing before making that disclosure.
- 6.10** In the interests of clear communication and no surprises, any public statement about this Agreement must be made only with the agreement of both Parties.

Intellectual Property

- 6.11** Both Parties acknowledge that any and all of the trademarks, trade names, copyright, patents and other intellectual property rights, including Kā Rūnaka cultural information, held separately by the Parties, remain the exclusive property of the relevant Party.
- 6.12** There shall be no transfer of ownership whatsoever of mātauraka mana whenua.
- 6.13** Neither Party may use the intellectual property of the other (including any logo or imagery) without the written permission of the other.

Education and Training

6.14 In pursuing the mutually beneficial relationship envisaged and promoted by this Agreement, it is acknowledged that each Party continues to learn more about the other and to explore common areas of interest. One of the ways that this can occur is through ongoing systematic training for Councillors and senior DCC staff on matters of mana whenua interests and tikaka. In the same vein, opportunities will be afforded to members of Kā Rūnaka to learn more about the process operating within local government.

7 Duration and Term

7.1 This Agreement commences on the date it is signed by both Parties and continues until either Party terminates it by written notice.

7.2 The Parties agree to review the terms of this Agreement (and amend if appropriate as necessary) on or around each new Triennium.

8 Execution

Dunedin City Council by:

Full name of Mayor (print)

Signature

Date

Kāti Huirapa Rūnaka ki Puketeraki by:

Full name of Chair (print)

Signature

Date

Te Rūnanga o Ōtākou by:

Full name of Chair (print)

Signature

Date

DRAFT

Appendices:

Appendix 1: Treaty of Waitangi (Māori and English language versions)

Appendix 2: Te Pae Māori Terms of Reference

Appendix 3: Glossary

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APPENDIX 1:

SUBJECT: Treaty of Waitangi (Māori and English versions)

TREATY OF WAITANGI – TE REO MĀORI TEXT

Preamble:

KO WIKITORIA te Kuini o Ingarani i tana mahara atawai ki nga Rangatira me nga Hapu o Nu Tirani i tana hiahia hoki kia tohungia ki a ratou o ratou rangatiratanga me to ratou wenua, a kia mau tonu hoki te Rongo ki a ratou me te Atanoho hoki kua wakaaro ia he mea tika kia tukua mal tetahi Rangatira - hei kai wakarite ki nga Tangata Māori o Nu Tirani - kia wakaetia e nga Rangatira Māori te Kawanatanga o te Kuini ki nga wahikatoa o te wenua nei me nga motu - na te mea hoki he tokomaha ke nga tangata o tona Iwi kua noho ki tenei wenua, a e haere mai nei.

Na ko te Kuini e hiahia ana kia wakaritea te Kawanatanga kia kaua ai nga kino e puta mai ki te tangata Māori ki te Pakeha e noho ture kore ana.

Na kua pai te Kuini kia tukua a hau a Wiremu Hopihona he Kapitana I te Roiara Nawi hei Kawana mo nga wahi katoa o Nu Tirani e tukua aiane amua atu ki te Kuini, e mea atu ana ia ki nga Rangatira o te Wakaminenga o nga hapu o Nu Tirani me era Rangatira atu enei ture ka korerotia nei.

KO TE TUATAHI

Ko nga Rangatira o te Wakaminenga me nga Rangatira katoa hoki ki hai i uru ki taua Wakaminenga ka tuku rawa atu ki te Kuini o Ingarani ake tonu atu - te Kawanatanga katoa o o ratou wenua.

KO TE PUARUA

Ko te Kuini o Ingarani ka wakarite ka wakaae ki nga Rangitira ki nga Hapu - ki nga tangata katoa o Nu Tirani te tino rangatiratanga o o ratou wenua o ratou kainga me o ratou taonga katoa. Otira ko nga Rangatira o te wakaminenga me nga Rangatira katoa atu ka tuku ki te Kuini te hokonga o era wahi wenua e pai ai te tangata nona te Wenua - ki te ritenga o te utu e wakaritea ai e ratou ko te kai hoko e meatia nel e te Kuini hei kai hoko mona.

KO TE TUATORU

Hei wakaritenga mai hoki tenei mo te wakaetanga ki te Kawanatanga o te Kuini - Ka tiakina e te Kuini o Ingarani nga tangata Māori katoa o Nu Tirani ka tukua ki a ratou nga tikanga katoa rite tahi ki ana mea ki nga tangata o Ingarani.

(signed)

William Hobson,
Consul and Lieutenant-Governor

Na ko matou ko nga Rangatira o te Wakaminenga o nga hapu o Nu Tirani ka hulhul nei ki Waitangi ko matou hoki ko nga Rangatira o Nu Tirani ka kite nei i te ritenga o enei kupu, ka tangohia ka wakaetia katoatia e matou, kola ka tohungia ai o matou ingoa o matou tohu.

Ka meatia tenei ki Waitangi i te ono o nga ra o Pepueri i te tau kotahi mano, e waru rau e wa te kau o to tatou Ariki.

TREATY OF WAITANGI - ENGLISH TEXT**PREAMBLE**

HER MAJESTY VICTORIA Queen of the United Kingdom of Great Britain and Ireland regarding with Her Royal Favour the Native Chiefs and Tribes of New Zealand and anxious to protect their just Rights and Property and to secure to them the enjoyment of Peace and Good Order has deemed it necessary in consequence of the great number of Her Majesty's Subjects who have already settled in New Zealand and the rapid extension of Emigration both from Europe and Australia which is still in progress to constitute and appoint a functionary properly authorised to treat with the Aborigines of New Zealand for the recognition of Her Majesty's Sovereign authority over the whole or any part of those islands - Her Majesty therefore being desirous to establish a settled form of Civil Government with a view to avert the evil consequences which must result from the absence of the necessary Laws and Institutions alike to the native population and to Her subjects has been graciously pleased to empower and to authorise me William Hobson a Captain in Her Majesty's Royal Navy Consul and Lieutenant-Governor of such parts of New Zealand as may be or hereafter shall be ceded to her Majesty to invite the confederated and independent Chiefs of New Zealand to concur in the following Articles and Conditions.

ARTICLE THE FIRST

The Chiefs of the Confederation of the United Tribes of New Zealand and the separate and independent Chiefs who have not become members of the Confederation cede to Her Majesty the Queen of England absolutely and without reservation all the rights and powers of Sovereignty which the said Confederation or Individual Chiefs respectively exercise or possess, or may be supposed to exercise or to possess over their respective Territories as the sole sovereigns thereof.

ARTICLE THE SECOND

Her Majesty the Queen of England confirms and guarantees to the Chiefs and Tribes of New Zealand and to the respective families and individuals thereof the full exclusive and undisturbed possession of their Lands and Estates Forests Fisheries and other properties which they may collectively or individually possess so long as it is their wish and desire to retain the same in their possession; but the Chiefs of the United Tribes and the individual Chiefs yield to Her Majesty the exclusive right of Preemption over such lands as the proprietors thereof may be disposed to alienate at such prices as may be agreed upon between the respective Proprietors and persons appointed by Her Majesty to treat with them in that behalf.

ARTICLE THE THIRD

In consideration thereof Her Majesty the Queen of England extends to the Natives of New Zealand Her royal protection and imparts to them all the Rights and Privileges of British Subjects.

(signed)

William Hobson,
Lieutenant Governor

Now therefore We the Chiefs of the Confederation of the United Tribes of New Zealand being assembled in Congress at Victoria in Waitangi and We the Separate and Independent Chiefs of New Zealand claiming authority over the Tribes and Territories which are specified after our respective names, having been made fully to understand the Provisions of the foregoing Treaty, accept and enter into the same in the full spirit and meaning thereof in witness of which we have attached our signatures or marks at the places and the dates respectively specified. Done at Waitangi this Sixth day of February in the year of Our Lord one thousand eight hundred and forty.

APPENDIX 2:

SUBJECT: Te Pae Māori Terms of Reference

Chairperson: A joint Chair arrangement between Kā Rūnaka leadership and the Mayor of Dunedin

Meeting Frequency: A minimum of four hui are to be scheduled annually

Membership:

The membership of Te Pae Māori will be:

- Two representatives from Kāti Huirapa Rūnaka ki Puketeraki
- Two representatives from Te Rūnanga o Ōtākou
- Two representatives from Araiteuru Marae
- Kā Rūnaka Council Committee Representatives
- The Mayor of Dunedin and all Councillors
- The DCC support staff will be the Chief Executive Officer, Manahautū, General Manager Māori Partnerships and Policy and Kaihautū, Manager, Māori Partnerships and Governance support
- Kā Rūnaka members may attend to support as required

AIMS

The aims of Te Pae Māori are:

1. To work together to advance shared aspirations; respect and acknowledge of one another's roles, responsibilities, rakatirataka (self-determination) and mana (authority) within respective takiwā (territories); collaborate to influence third parties to advance and contribute to shared purpose and opportunities and uphold each other's obligations under the Treaty of Waitangi.
2. To facilitate a relationship of mutual benefit between Kā Rūnaka, Māori and the Council in order to produce meaningful outcomes for current and future generations of all citizens of Dunedin.
3. To work together to have increased strategic input into the development, implementation, monitoring and future direction of the Māori Strategic Framework as it is embedded across the work programmes of key Council activities.

OBJECTIVES

The objectives of Te Pae Māori are:

- 1 To provide a direct line of communication between the Council, Kā Rūnaka and Mataawaka (non-Kāi Tahu Māori).
- 2 To facilitate communication and understanding at the governance level of all parties to the Manatu Whakaaetaka – Relationship Agreement 2022.

- 3 To provide a forum for discussion of strategic level issues that are relevant to the interests and ongoing partnership objectives of Kā Rūnaka, Mataawaka and the Dunedin City Council.
- 4 To monitor the success of the Māori Strategic Framework in achieving the stated aims.
- 5 To monitor the success of the Manatu Whakaaetaka – Relationship Agreement 2022 in achieving the stated aims.

PARTNER EXPECTATIONS FROM THIS RELATIONSHIP AGREEMENT

- 1 The Dunedin City Council, Kā Rūnaka and Araiteuru Marae representatives are committed to working together in good faith to achieve the objectives.
- 2 Dunedin City Council undertakes to provide the following assistance in achieving the aims:
 - a) Staff resources and expertise.
 - b) Meaningful engagement processes and mechanisms which are intended to address Māori needs.
- 4 Kā Rūnaka, Araiteuru Marae and the Dunedin City Council are committed to fully participating in wanaka (workshops) to define how to implement the relationship to achieve shared aims.
- 5 Kā Rūnaka, Araiteuru Marae and the Dunedin City Council will work to develop an agreed annual work plan based on the agreed strategic priorities identified within the MSF.

APPENDIX 3:

SUBJECT: Glossary of Māori Terms

APPENDIX 4: Glossary

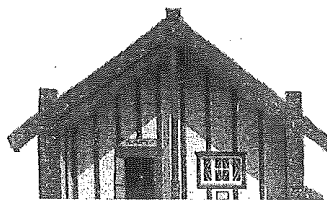
Te reo translations sourced from *The Raupō Concise Māori Dictionary* (Reed, 2012) or from *Te Aka Online Māori Dictionary* and use Kai Tahu dialect. The exception being Te Pae Māori being the new name of what was previously known as The Māori Participation Working Party within Dunedin City Council.

Ahi kā	<i>Burning fires of occupation, continuous occupation - title to land through occupation by a group, generally over a long period of time. The group is able, through the use of whakapapa, to trace back to primary ancestors who lived on the land. They held influence over the land through their military strength and defended successfully against challenges, thereby keeping their fires burning.</i>
Kaitiaki	<i>Trustee, minder, guard, custodian, guardian, caregiver, keeper, steward.</i>
Kaitiakitaka	<i>Guardianship, stewardship, trusteeship, trustee.</i>
Kōtahitaka	<i>Unity, togetherness, solidarity, collective action.</i>
Manaakitaka	<i>Hospitality, kindness, generosity, support - the process of showing respect, generosity and care for others.</i>
Mātauraka	<i>Knowledge, wisdom, understanding, skill - sometimes used in the plural.</i>
Mana taurite	<i>Equal status, equity, equality.</i>
Mana whenua	<i>Territorial rights, power from the land, authority over land or territory, jurisdiction over land or territory - power associated with possession and occupation of tribal land. The tribe's history and legends are based in the lands they have occupied over generations and the land provides the sustenance for the people and to provide hospitality for guests.</i>
Rakatira	<i>To be of high rank, become of high rank, ennobled, rich, well off, noble, esteemed, revered.</i>
Rakatirataka	<i>Chieftainship, right to exercise authority, chiefly autonomy, chiefly authority, ownership, leadership of a social group, domain of the rakatira, noble birth, attributes of a chief.</i>
Takiwā	<i>District, area, territory, vicinity, region.</i>
Te Pae Māori	<i>Previously the Māori Participation Working Party. Te Pae Māori is a new name given by mana whenua. Pae can be understood as an elevated platform enabling Māori to flourish and bringing light to where there was darkness. The name offers a creative, visionary and constructive way forward that merges traditional Māori knowledge with strategic contemporary solutions.</i>
Tikaka	<i>Correct procedure, custom, habit, lore, method, manner, rule, way, code, meaning, plan, practice, convention, protocol - the customary system of values and practices that have developed over time and are deeply embedded in the social context.</i>
Tino rakatirataka	<i>Self-determination, sovereignty, autonomy, self-government, domination, rule, control, power.</i>
Tipuna	<i>Ancestors, grandparents - plural form of tipuna and the eastern dialect variation of tūpuna.</i>
Whānaukataka	<i>Relationship, kinship, sense of family connection - a relationship through shared experiences and working together which provides people with a sense of belonging. It develops as a result of kinship rights and obligations, which also serve to strengthen each member of the kin group. It also extends to others to whom one develops a close familial, friendship or reciprocal relationship.</i>
Whakapapa	<i>Genealogy, genealogical table, lineage, descent.</i>

DRAFT

MEMORANDUM OF UNDERSTANDING

Between



Te Rūnanga o Ōtākou (Inc)

Tamatea Road
Ōtākou
RD2
DUNEDIN, NZ

11 DECEMBER 2006

Memorandum of Understanding

between

**Kati Huirapa Rūnaka ki Puketeraki Incorporated,
Te Rūnanga o Ōtākou Incorporated**

and

Dunedin City Council

1. The Purpose

- 1.1 The purpose of this memorandum is to define mechanisms to promote and facilitate effective consultation and liaison between the Dunedin City Council, Kati Huirapa Rūnaka ki Puketeraki Incorporated and Te Rūnanga o Ōtākou Incorporated. This Memorandum of Understanding recognises the status of the two Papatipu Rūnaka as Manawhenua and as the first point of contact for the Dunedin City Council. It also provides the framework within which the Dunedin City Council and Manawhenua propose to give effect to the legislative requirements to consult with iwi and provide opportunities for Māori to contribute to local government decision-making processes.

2. The Treaty of Waitangi

- 2.1 The Dunedin City Council and Manawhenua wish to continue to maintain an effective treaty relationship. (Copies of the Treaty of Waitangi are attached as Appendix 1).
- 2.2 All parties agree to co-operate within the spirit of Articles I, II, and III of the Treaty of Waitangi, whilst recognising that the two versions (Māori and English) require understandings and intention to uphold the principle intent of the Treaty.

3. Statutory Context

- 3.1 The Dunedin City Council recognises that it has statutory responsibilities to consult with Ngai Tahu (Manawhenua and Te Rūnanga o Ngai Tahu) on relevant management issues within its area to recognise matters of importance to tangata whenua and to take into account the principles of the Treaty of Waitangi. These statutory obligations are primarily under the Resource Management Act 1991, the Ngai Tahu Claims Settlement Act 1998 and the Ngai Tahu Claims Settlement (Resource Management Consent Notifications) Regulations 1999.
- 3.2 In addition, the Local Government Act 2002 requires local authorities to provide opportunities for Māori to contribute to their decision-making processes.

- To establish and maintain processes to provide opportunities for Māori to contribute to the decision-making processes of the Dunedin City Council (section 81 (1) (a)).
- To consider ways in which Dunedin City Council may foster the development of Māori capacity to contribute to the Council's decision-making processes. (section 81 (1) (b)).
- To provide relevant information to Māori for purposes of the above (section 81 (1) (c)).

3.3 This Memorandum of Understanding provides the framework within which the Dunedin City Council and Manawhenua propose to give effect to these requirements and reflects a working partnership.

4. Relationships

4.1 This Memorandum of Understanding recognises the status of the two Papatipu Rūnaka as the organisational arms of the Manawhenua, which are mandated to represent the views of their membership whilst being subject to accountability criteria. The Papatipu Rūnaka acknowledge the customary duty of providing manaakitanga to people of other tribal and hapu callings who are resident within their takiwa, and hence residents of Dunedin. This duty corresponds with the Dunedin City Council's duty under the Local Government Act to provide for Māori participation in decision-making processes. The Dunedin City Council and Papatipu Rūnaka will seek ways to achieve greater Māori participation in Dunedin City Council decision-making processes.

5. Partner Undertakings/Implementation

5.1 Through this Memorandum the signatories undertake to work together to:

- Understand clearly the respective responsibilities of each partner.
- Achieve effective consultation and liaison between Dunedin City Council, Kati Huirapa Rūnaka ki Puketeraki Incorporated and Te Rūnanga o Ōtākou Incorporated.
- Achieve meaningful Rūnanga awareness of, and participation in, key Council decision-making processes.
- Achieve greater understanding of Māori needs and aspirations by Council officers and elected members.
- Establish agreed strategies and monitoring framework to achieve negotiated outcomes.

6. Consultation with Māori

6.1 By their support and operation of this Memorandum of Understanding Manawhenua and the Dunedin City Council will facilitate consultation and liaison with Māori within the jurisdictional boundary of the Dunedin City Council.

6.2 The Dunedin City Council recognises the need to consult Manawhenua in the development, review and implementation of the Council's regulatory plans, policies and strategies under the Resource Management Act. The process for facilitating iwi involvement and consultation in the Resource Management Act

resource consent process used by the Dunedin City Council is covered by a specific protocol appended to this Memorandum of Understanding. (See Appendix 6).

- 6.3 The Dunedin City Council also wishes to facilitate Ngai Tahu contributions to the development of the Dunedin City Council's Annual Plan, Long Term Council Community Plan and other significant issues and decisions as defined by the Local Government Act 2002. To facilitate Ngai Tahu contributions to the Annual Plan process, the Council will convene annual meetings in conjunction with the two Papatipu Rūnanga to which will be invited local Ngai Tahu and Te Rūnanga o Ngai Tahu.
- 6.4 All parties will work co-operatively to develop a range of consultation methods with the intent of maximising participation by Māori in the Dunedin City Council decision-making processes.
- 6.5 The Dunedin City Council and Papatipu Rūnanga seek to maintain and develop their close association for the benefit of all people in Dunedin. Liaison to provide Ngai Tahu comments, perspectives and advice to the Council, and liaison for the Council to provide support to Ngai Tahu, will be facilitated through the Māori Participation Working Party. (See Appendix 3 for Terms of Reference.)
- 6.6 The existence of the Māori Participation Working Party does not substitute the need for continued maintenance of relationships between the Dunedin City Council and Manawhenua. The Dunedin City Council will work with Papatipu Rūnanga (or their nominated representatives) to organise workshops, as and when mutually agreed to be appropriate, to promote the process for iwi involvement, consultation and approvals.

7. Implementation

- 7.1 The Māori Participation Working Party will oversee achievement toward milestones set out in the agreed Work Plan (Appendix 4).
- 7.2 In terms of resourcing of implementation:
- a) The Dunedin City Council will provide annually a list of opportunities for participation/strategic consultation in the coming 12 months.
 - b) The Dunedin City Council will provide briefings on the Annual Plan and other such priority opportunities as mutually agreed with the Māori Participation Working Party.

SCHEDULE A**Term**

This agreement has no fixed term and begins on 11 December 2006.

Aims

The aims of this agreement are greater understanding of Māori needs and aspirations, as they relate to Dunedin City, and greater Māori involvement in strategic decision-making within Dunedin City Council.

Partner expectations from this relationship agreement

1. Dunedin City Council and Ka Papatipu Rūnaka are committed to working together in good faith to achieve the objectives.
2. Māori members of the Working Party will have an effective working relationship with Ka Papatipu Rūnaka and with Taurahere.
3. Ka Papatipu Rūnaka will support the Māori members of the Working Party to contribute to the achievement of the agreed aims.
4. Dunedin City Council undertakes to provide the following assistance in achieving the aims:
 - Staff resources and expertise.
 - Consultation processes and mechanisms which are intended to address Māori needs.
5. Ka Papatipu Rūnaka undertakes to provide the following assistance in achieving the aims:
 - An effective working relationship with Te Rūnanga o Ngai Tahu.
 - An effective working relationship amongst Ka Papatipu Rūnaka.
 - An effective relationship with Kai Tahu Whanui.
 - Contribute to an understanding of the needs of Māori whanau within Dunedin City.
6. Ka Papatipu Rūnaka and the Dunedin City Council are committed to fully participating in wanaka to define how to implement the relationship to achieve shared aims.
7. Ka Papatipu Rūnaka and the Dunedin City Council will work to achieve identified milestones on an agreed work plan.

Review

An informal review of the Memorandum will be undertaken each year by the signatories to assess its relevance and effectiveness.

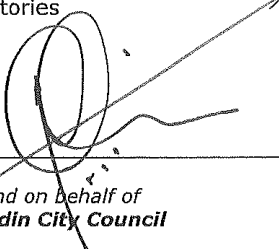
The signatories to this agreement will formally review the agreement triennially to assess the benefits of this agreement, and to determine whether there are any changes which should be made to either the agreement or the manner in which it is implemented. If one of the parties considers there is a need to discuss the Memorandum of Understanding, the signatories to this agreement, or their representatives will meet within three months of the issue being raised in writing by that party to the other parties.

Termination

This agreement can be terminated by:


- a) Any of the parties giving the others at least 12 months written notice in writing,
- or
- b) All parties mutually agreeing a termination date.

Signatories




for, and on behalf of
Dunedin City Council

Date 11 December 2006



for, and on behalf of,
Kati Huirapa Rūnaka ki Puketeraki Incorporated

Date 11 December 2006



for, and on behalf of
Te Rūnanga o Otākou Incorporated

Date 11/12/2006

APPENDICES

APPENDIX 1: Citations

APPENDIX 2: Treaty of Waitangi (Māori and English versions)

APPENDIX 3: Māori Participation Working Party Terms of reference

APPENDIX 4: Milestones/work programme

APPENDIX 5: Organisational relationships diagram

APPENDIX 6: Protocol between Dunedin City Council and Kai Tahu ki Otago for effective consultation and liaison on resource consent applications.

APPENDIX 7: Glossary of terms.

APPENDIX 1: CITATIONS

- 1.1 Te Rūnanga o Ngai Tahu is the tribal representative body of Ngai Tahu Whanui, a body corporate established 24 April 1996 under section 6 of the Te Rūnanga o Ngai Tahu Act 1996 (the "TRoNT Act"). Te Rūnanga o Otakou and Kati Huirapa ki Puketeraki are delegates of Te Rūnanga o Ngai Tahu. Section 5 of the TRoNT Act describes the takiwa (area) of Ngai Tahu Whanui, which includes the entire area of Dunedin City. In the context of this memorandum the term "Manawhenua" means the signatories to this document other than the Dunedin City Council.
- 1.2 Section 15 (1) of the TRoNT Act prescribes that "Te Rūnanga o Ngai Tahu shall be recognised for all purposes as the representative of Ngai Tahu Whanui".
- 1.3 Section 15(2) of the TRoNT Act prescribes that "Where any enactment requires consultation with any Iwi or any Iwi authority, that consultation shall, with respect to matters affecting Ngai Tahu Whanui, be held with Te Rūnanga o Ngai Tahu".
- 1.4 Section 15(3) of the TRoNT Act prescribes that "Te Rūnanga o Ngai Tahu, in carrying out consultation under sub section (2) of this section....
 - (a) Shall seek the views of such Papatipu Rūnanga of Ngai Tahu Whanui and such hapu as in the opinion of Te Rūnanga o Ngai Tahu may have views that they wish to express in relation to the matter about which Te Rūnanga o Ngai Tahu is being consulted; and
 - (b) Shall have regard, among other things, to any views obtained by Te Rūnanga o Ngai Tahu under paragraph (a) of this sub section; and
 - (c) Shall not act or agree to act in such a manner that prejudices or discriminates against any Papatipu Rūnanga of Ngai Tahu or any hapu unless Te Rūnanga o Ngai Tahu believes on reasonable grounds that the best interests of Ngai Tahu Whanui as a whole require Te Rūnanga o Ngai Tahu to act in that manner."
- 1.5 It is the acknowledged practice of Te Rūnanga o Ngai Tahu that consultation in the first instance is with the Papatipu Rūnanga. In the area of Dunedin City it is recognised that there are two Papatipu Rūnanga with whom consultation should occur. These are: Kati Huirapa Rūnaka ki Puketeraki Incorporated and Te Rūnanga o Otakou Incorporated.
- 1.6 The Dunedin City Council is a Local Authority constituted by the Local Government (Otago Region) Reorganisation Order 1989, and subsequent amendments.

APPENDIX 2: TREATY OF WAITANGI - MĀORI TEXT

Preamble:

KO WIKITORIA te Kuini o Ingarani i tana mahara atawai ki nga Rangatira me nga Hapu o Nu Tirani i tana hiahia hoki kia tohungia ki a ratou o ratou rangatiratanga me to ratou wenua, a kia mau tonu hoki te Rongo ki a ratou me te Atanoho hoki kua wakaaro ia he mea tika kia tukua mai tetahi Rangatira - hei kai wakarite ki nga Tangata Māori o Nu Tirani - kia wakaaetia e nga Rangatira Māori te Kawanatanga o te Kuini ki nga wahikatoa o te wenua nei me nga motu - na te mea hoki he tokomaha ke nga tangata o tona Iwi kua noho ki tenei wenua, a e haere mai nei.

Na ko te Kuini e hiahia ana kia wakaritea te Kawanatanga kia kaua ai nga kino e puta mai ki te tangata Māori ki te Pakeha e noho ture kore ana.

Na kua pai te Kuini kia tukua a hau a Wiremu Hopihona he Kapitana i te Roiara Nawi hei Kawana mo nga wahi katoa o Nu Tirani e tukua aianei amua atu ki te Kuini, e mea atu ana ia ki nga Rangatira o te Wakaminenga o nga hapu o Nu Tirani me era Rangatira atu enei ture ka korerotia nei.

KO TE TUATAHI

Ko nga Rangatira o te Wakaminenga me nga Rangatira katoa hoki ki hai i uru ki taua Wakaminenga ka tukua rawa atu ki te Kuini o Ingarani ake tonu atu - te Kawanatanga katoa o o ratou wenua.

KO TE TUARUA

Ko te Kuini o Ingarani ka wakarite ka wakaae ki nga Rangitira ki nga Hapu - ki nga tangata katoa o Nu Tirani te tino rangatiratanga o o ratou wenua o ratou kainga me o ratou taonga katoa. Otira ko nga Rangatira o te wakaminenga me nga Rangatira katoa atu ka tuku ki te Kuini te hokonga o era wahi wenua e pai ai te tangata nona te Wenua - ki te ritenga o te utu e wakaritea ai e ratou ko te kai hoko e meatia nei e te Kuini hei kai hoko mona.

KO TE TUATORU

Hei wakaritenga mai hoki tenei mo te wakaaetanga ki te Kawanatanga o te Kuini - Ka tiakina e te Kuini o Ingarani nga tangata Māori katoa o Nu Tirani ka tukua ki a ratou nga tikanga katoa rite tahi ki ana mea ki nga tangata o Ingarani.

(signed)

William Hobson,
Consul and Lieutenant-Governor

Na ko matou ko nga Rangatira o te Wakaminenga o nga hapu o Nu Tirani ka huihui nei ki Waitangi ko matou hoki ko nga Rangatira o Nu Tirani ka kite nei i te ritenga o enei kupu, ka tangohia ka wakaaetia katoatia e matou, koia ka tohungia ai o matou ingoa o matou tohu.

Ka meatia tenei ki Waitangi i te ono o nga ra o Pepueri i te tau kotahi mano, e waru rau e wa te kau o to tatou Ariki.

TREATY OF WAITANGI - ENGLISH TEXT**PREAMBLE**

HER MAJESTY VICTORIA Queen of the United Kingdom of Great Britain and Ireland regarding with Her Royal Favour the Native Chiefs and Tribes of New Zealand and anxious to protect their just Rights and Property and to secure to them the enjoyment of Peace and Good Order has deemed it necessary in consequence of the great number of Her Majesty's Subjects who have already settled in New Zealand and the rapid extension of Emigration both from Europe and Australia which is still in progress to constitute and appoint a functionary properly authorised to treat with the Aborigines of New Zealand for the recognition of Her Majesty's Sovereign authority over the whole or any part of those islands - Her Majesty therefore being desirous to establish a settled form of Civil Government with a view to avert the evil consequences which must result from the absence of the necessary Laws and Institutions alike to the native population and to Her subjects has been graciously pleased to empower and to authorise me William Hobson a Captain in Her Majesty's Royal Navy Consul and Lieutenant-Governor of such parts of New Zealand as may be or hereafter shall be ceded to her Majesty to invite the confederated and independent Chiefs of New Zealand to concur in the following Articles and Conditions.

ARTICLE THE FIRST

The Chiefs of the Confederation of the United Tribes of New Zealand and the separate and Independent Chiefs who have not become members of the Confederation cede to Her Majesty the Queen of England absolutely and without reservation all the rights and powers of Sovereignty which the said Confederation or Individual Chiefs respectively exercise or possess, or may be supposed to exercise or to possess over their respective Territories as the sole sovereigns thereof.

ARTICLE THE SECOND

Her Majesty the Queen of England confirms and guarantees to the Chiefs and Tribes of New Zealand and to the respective families and individuals thereof the full exclusive and undisturbed possession of their Lands and Estates Forests Fisheries and other properties which they may collectively or individually possess so long as it is their wish and desire to retain the same in their possession; but the Chiefs of the United Tribes and the individual Chiefs yield to Her Majesty the exclusive right of Preemption over such lands as the proprietors thereof may be disposed to alienate at such prices as may be agreed upon between the respective Proprietors and persons appointed by Her Majesty to treat with them in that behalf.

ARTICLE THE THIRD

In consideration thereof Her Majesty the Queen of England extends to the Natives of New Zealand Her royal protection and imparts to them all the Rights and Privileges of British Subjects.

(signed)
William Hobson,
Lieutenant Governor.

Now therefore We the Chiefs of the Confederation of the United Tribes of New Zealand being assembled in Congress at Victoria in Waitangi and We the Separate and Independent Chiefs of New Zealand claiming authority over the Tribes and Territories which are specified after our respective names, having been made fully to understand the Provisions of the foregoing Treaty, accept and enter into the same in the full spirit and meaning thereof in witness of which we have attached our signatures or marks at the places and the dates respectively specified. Done at Waitangi this Sixth day of February in the year of Our Lord one thousand eight hundred and forty.

APPENDIX 3: MĀORI PARTICIPATION WORKING PARTY - TERMS OF REFERENCE

Objectives

The objectives of the Māori Participation Working Party are:

- To provide a direct line of communication between the Dunedin City Council with Ngai Tahu Rūnanga and Taurahere (non – Ngai Tahu Māori).
- To facilitate communication and understanding at the executive/governance level of all parties to the MOU.
- To provide a forum for discussion of strategic level issues that are relevant to the interests and ongoing partnership objectives of Kai Tahu and the Dunedin City Council.
- To provide advice to the Dunedin City Council on issues relating to Māori, including cultural/protocol matters relating to formal and other occasions
- To identify, set out and evaluate options for the participation of Māori in the Dunedin City Council area arising from the Local Government Act 2002.
- To monitor the success of the Memorandum of Understanding in achieving the stated aims.

Membership

The membership of the Māori Participation Working Party shall be appointed by Council's agreement to nominations from the two Ngai Tahu Rūnanga (Te Rūnanga o Otākou Incorporated and Kati Huirapa Rūnaka ki Puketeraki Incorporated). Consideration will also be given to the inclusion of non-Ngai Tahu Māori via Arai Te Uru.

Council representatives shall be: the Mayor; the Chair of the Finance and Strategy Committee; the Chair of Infrastructure Services Committee; the Chair of Economic Development Committee; and one other Councillor. The Executive representatives shall be the Chief Executive and General Manager of Strategy and Development.

Chairperson: Mayor of Dunedin City

Reporting to: Finance and Strategy Committee
Kati Huirapa Rūnaka ki Puketeraki Incorporated (General meeting)
Te Rūnanga o Otākou Incorporated (General meeting)

Expected Term: 2007 and beyond

APPENDIX 4: IMPLEMENTATION MILESTONES

Ka Papatipu Rūnaka and Dunedin City Council agree to work towards the following milestones in order to achieve the key objectives in section 5.

2005/06

- *The Partners negotiate and sign a Memorandum of Understanding (MoU).*
- *The Partners agree a Māori Participation Policy for inclusion in the Dunedin City Council's Community Plan.*
- *The Partners work together to identify priorities for Māori to be considered in developing the Dunedin City Council's Community Plan for 2006/07 - 20014/15.*

2006/07

- *The Partners agree on a process for ensuring appropriate services to meet prioritised Māori needs and outcomes relevant to Māori.*
- *The Partners agree on a process for monitoring effectiveness of services and service outcomes regarding the identified Māori needs.*
- *The Partners work together to identify priorities for Māori for the following year.*

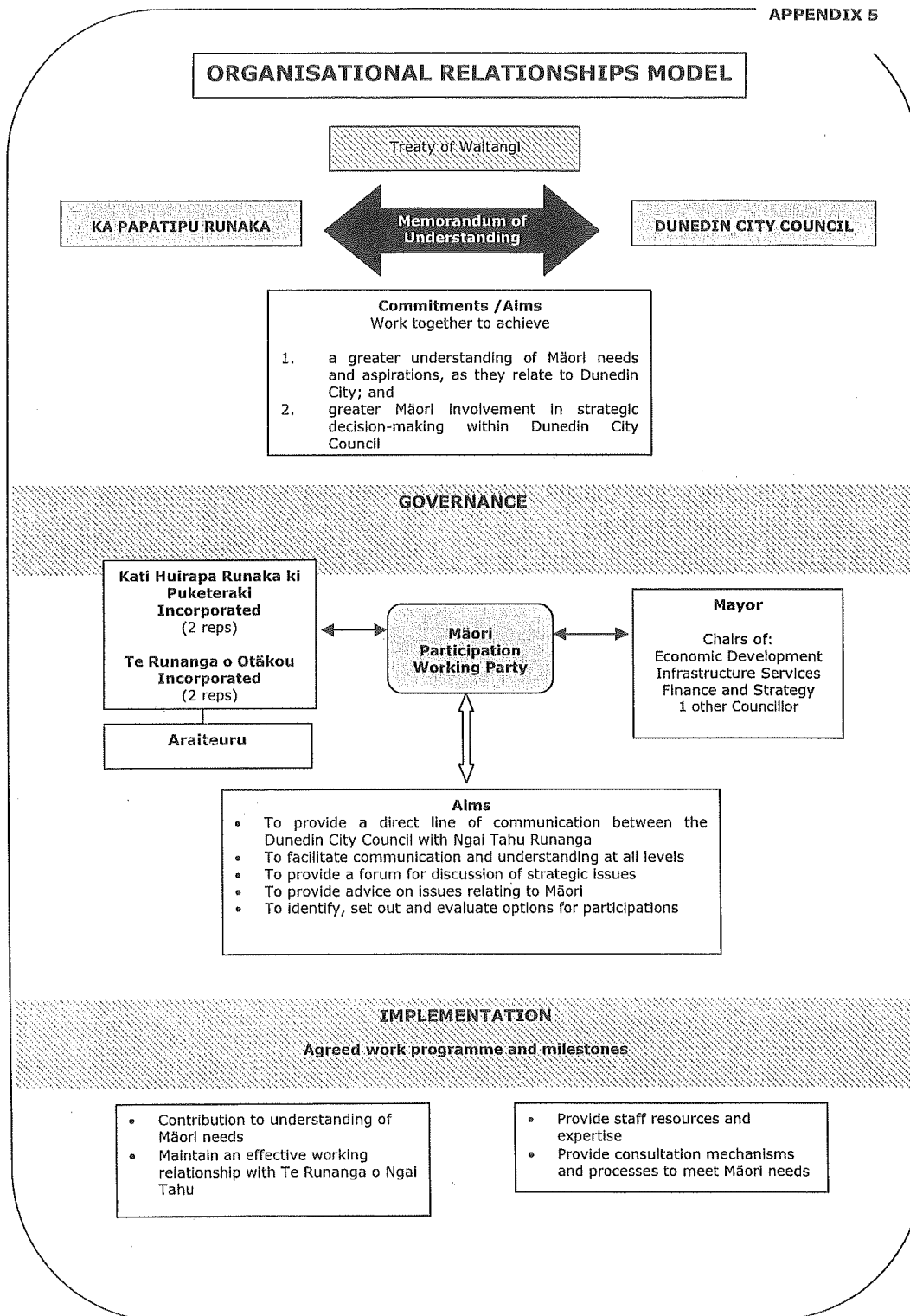
2007/08

- *The Partners agree on a process for ensuring appropriate services to meet prioritised Māori needs and outcomes relevant to Māori.*
- *The Partners agree on a process for monitoring effectiveness of services and service outcomes regarding the identified Māori needs.*
- *The Partners work together to identify priorities for Māori for the following year.*

2008/09

- *The Partners agree on a process for ensuring appropriate services to meet prioritised Māori needs and outcomes relevant to Māori.*
- *The Partners agree on a process for monitoring effectiveness of services and service outcomes regarding the identified Māori needs.*
- *The Partners work together to identify priorities for Māori for the following year.*
- *The Partners review the appropriateness/effectiveness of the Memorandum of Understanding and/or its implementation.*
- *The Partners work together to identify priorities for Māori to be considered in developing the Dunedin City Council's Community Plan for 2009/10 - 20017/18.*

APPENDIX 5



APPENDIX 6 – RESOURCE CONSENTS PROTOCOL

Protocol between
Dunedin City Council and Kai Tahu ki Otago
for effective consultation and
liaison on resource consent applications

Effective February 2003

1. Purpose

- 1.1 The purpose of this protocol is to define the process for facilitating iwi involvement and consultation in the Resource Management Act resource consent process used by the Dunedin City Council.

2. Citations

- 2.1 Te Runanga o Ngai Tahu is the tribal representative body of Ngai Tahu Whanui, a body corporate established 24 April 1996 under section 6 of the Te Runanga o Ngai Tahu Act 1996 (the "TRoNT Act"). Section 5 of the TRoNT Act describes the takiwa (area) of Ngai Tahu Whanui, which includes the entire area of Otago Region. In the context of this memorandum the term "Kai Tahu ki Otago" means signatories to this document other than the Dunedin City Council.
- 2.2 Section 15(1) of the TRoNT Act prescribes that *"Te Runanga o Ngai Tahu shall be recognised for all purposes as the representative of Ngai Tahu Whanui."*
- 2.3 Section 15(2) of the TRoNT Act prescribes that *"Where any enactment requires consultation with any iwi or with any iwi authority, that consultation shall, with respect to matters affecting Ngai Tahu Whanui, be held with Te Runanga o Ngai Tahu."*
- 2.4 It is the acknowledged practice of Te Runanga o Ngai Tahu that consultation in the first instance is with the Papatipu Runanga. It is recognised that there are two Papatipu Runanga with whom consultation should occur. The two Papatipu Runanga are Kati Huirapa Runaka ki Puketeraki and Te Runanga o Otakou.
- 2.5 The Dunedin City Council is a Local Authority constituted by the Local Government (Otago Region) Reorganisation Order 1989, and subsequent amendments.

3. Consultation and Liaison

- 3.1 The Dunedin City Council and Kai Tahu ki Otago wish to continue to develop and maintain effective consultation and liaison mechanisms.

Resource Consent Protocol between Dunedin City Council and Kai Tahu ki Otago – Page 1

4. **The Resource Management Act and the Ngai Tahu Claims Settlement Act**
 - 4.1 The Resource Management Act and the Ngai Tahu Claims Settlement Act impose requirements on local authorities to have regard to the principles of the Treaty of Waitangi, to consult with iwi, and to recognise the matters of importance to iwi.
5. **Kai Tahu ki Otago Ltd**
 - 5.1 The four Papatipu Runanga of Otago and their encompassed whanau roopu have combined in the creation of *Kai Tahu ki Otago Ltd*.
 - 5.2 *Kai Tahu ki Otago Ltd* employs expertise to address inquiries relating to the concerns Kai Tahu may have that are associated with the processing of resource consents and the application of the District Plan by the Dunedin City Council.
6. **Agreement**
 - 6.1 The parties to this protocol agree to use the capabilities and expertise of *Kai Tahu ki Otago Ltd* to facilitate iwi consultation and provision of information between the parties. This agreement is for the purposes of facilitating the processing and administration of resource consents.
 - 6.2 The parties to this protocol acknowledge that *Kai Tahu ki Otago Ltd* will not be engaged in initiating submissions to the Dunedin City Council. However, the information available to *Kai Tahu ki Otago Ltd* will be available to iwi for incorporation into any submission that any Runanga or whanau roopu wish to make, individually or collectively.
7. **Dunedin City Council Resource Consent Process**
 - Resource Consent Administration
 - 7.1 Figure 1 and Figure 2 illustrate key decision making processes that the Dunedin City Council uses to make an orderly and consistent administration of resource consent applications.
 - Non-Notified Applications
 - 7.2 Where a resource consent application is requested to be processed non-notified and the Dunedin City Council considers that Te Runanga o Otakou or Kati Huirapa Runaka ki Puketeraki may be an affected party the Council will refer applicants to *Kai Tahu ki Otago Ltd* for obtaining written approvals on behalf of relevant Papatipu Runanga. Such applications will not be processed until the applicants append written approvals to their application.
 - 7.3 Where a resource consent applicant requests the Dunedin City Council to seek iwi approvals the Council will do so, from *Kai Tahu ki Otago Ltd*, on the applicant's behalf. Any costs associated with this process will be recovered from the applicant.

- 7.4 It is noted that the process defined in 5.1 to 5.3 does not remove any obligations on the Dunedin City Council in relation to the Ngai Tahu Claims Settlement (Resource Management Consent Notification) Regulations.

Notified Applications

- 7.6 Where a resource consent application is proposed to be publicly notified and the Dunedin City Council considers that iwi may be an affected party, the Council will not process the application until evidence of consultation with iwi is appended to the application. Such evidence of consultation shall state and appropriately detail the issues of relevance to iwi. The Council will refer applicants to *Kai Tahu ki Otago Ltd* to assist and/or undertake iwi consultation with the applicant.
- 7.7 The Dunedin City Council will make all relevant application information available to *Kai Tahu ki Otago Ltd*, *Office of Te Runanga o Ngai Tahu* and Papatipu Runanga. Should further information be required, the issues involved will be discussed by *Kai Tahu ki Otago Ltd*, *Office of Te Runanga o Ngai Tahu* and Papatipu Runanga with both the Dunedin City Council and the applicant.

8. Mutual Assistance

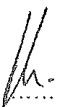
- 8.1 *Kai Tahu ki Otago Ltd* will develop a dynamic guideline manual to assist Dunedin City Council staff to identify what is of interest to iwi so that “affected party” status can be determined. The guideline will set out the type of information that should accompany consent applications, and the time frames for approvals. *Kai Tahu ki Otago Ltd* will identify the type of consent applications where Papatipu Runanga do not wish to be treated as an affected party. This manual will be regularly reviewed to meet changing circumstances. Council staff will be briefed through periodic workshops and training sessions.
- 8.2 The Dunedin City Council will support *Kai Tahu ki Otago Ltd* to organise and hold workshops to promote the process for iwi approvals, involvement and consultation in the consent process.
- 8.3 The Council will periodically update its pamphlet information for applicants, clearly identifying the key points of this protocol, and will assist *Kai Tahu ki Otago Ltd* with a public education and information programme.

9. Reviewing the protocol

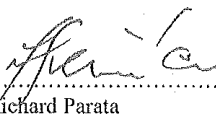
- 9.1 Each calendar year the signatories and Te Runanga o Ngai Tahu will review the protocol to assess the benefits of this agreement and to determine whether or not there are any desirable changes to be made to either the agreement or the manner in which it is implemented. If one of the review parties considers there is a need to discuss the protocol the signatories to this agreement, or their representatives, and Te Runanga o Ngai Tahu will meet before the end of the calendar year.

10. Signatories

Dunedin City Council

by  10/2/03
Mr P J Harland Date
Chief Executive Officer

Kati Huirapa Runaka ki Puketeraki

by  10/02/03
Mr Richard Parata Date

Te Runanga o Otakou

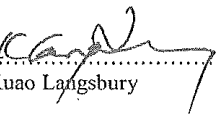
by  10/02/03
Mr Kuao Langsbury Date

Figure 1: Iwi affected party consent approval/comment process

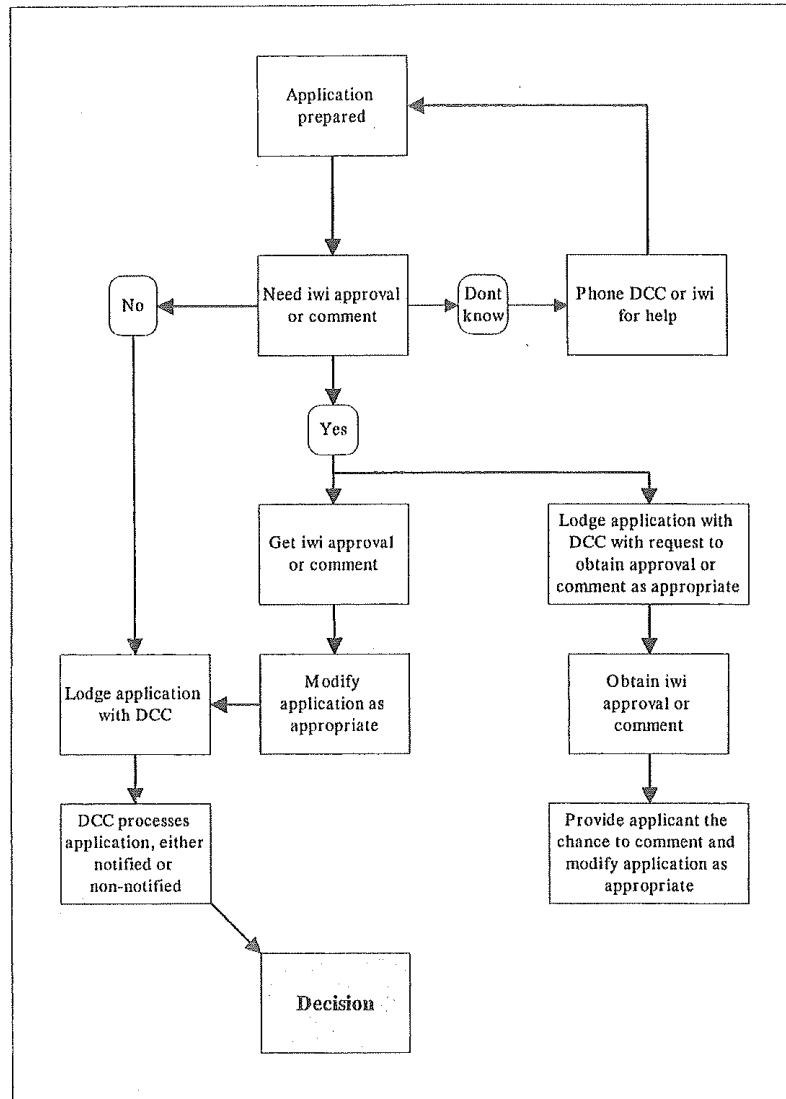
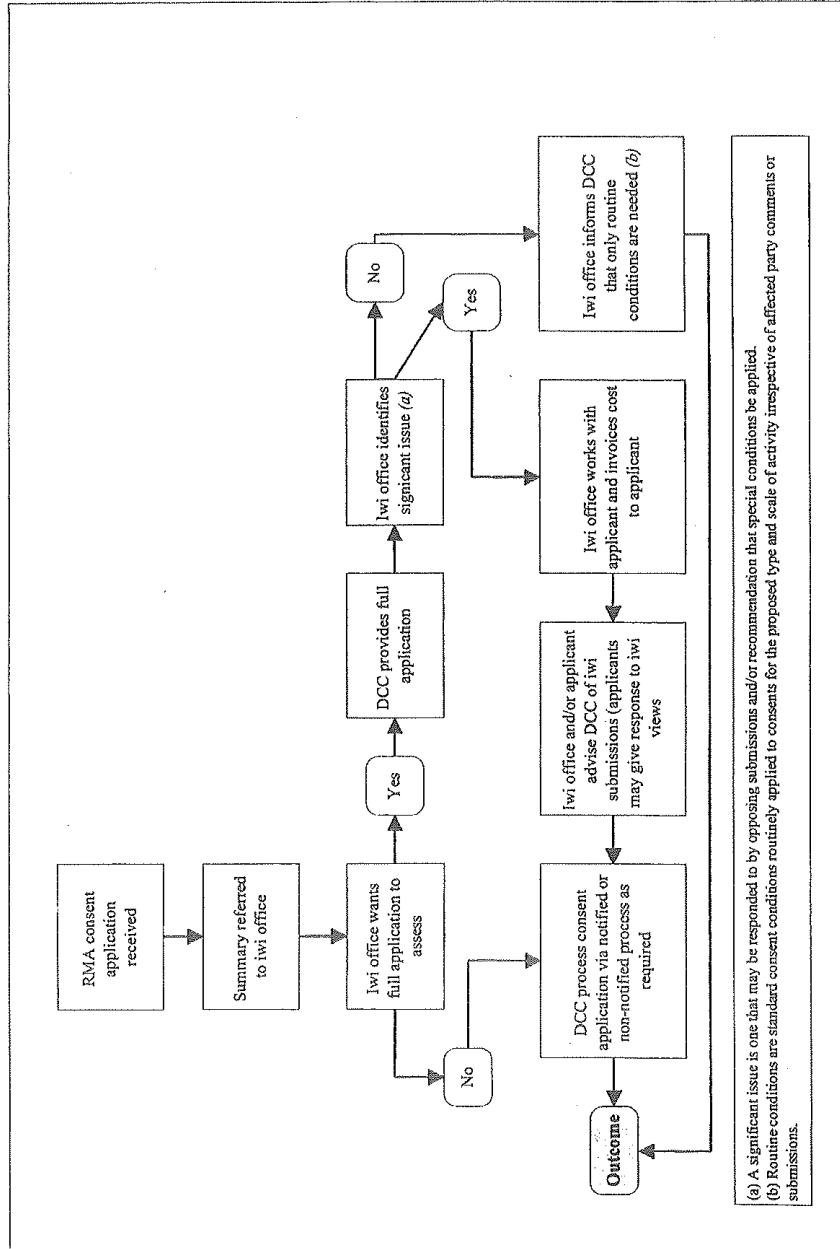


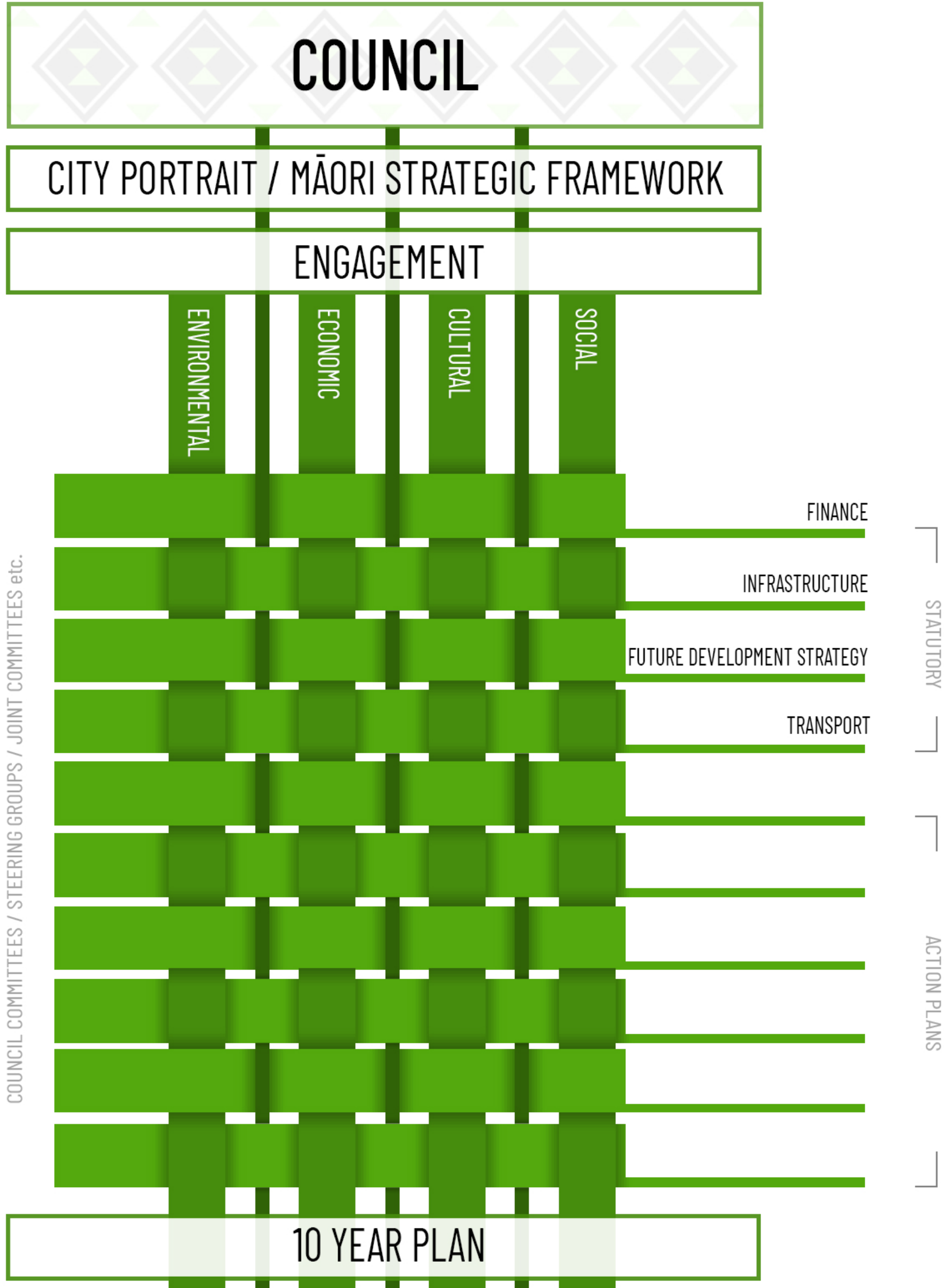
Figure 2: Key steps in application process



Resource Consent Protocol between Dunedin City Council and Kai Tahu ki Otago – Page 6

APPENDIX 7: GLOSSARY/DEFINITION OF TERMS

Hapu	Sub tribe, extended whanau
Kati Huirapa Rūnaka ki Puketeraki Incorporated	The legal name of the Ngai Tahu Papatipu Rūnaka based at Puketeraki. The Rūnaka is also known as Kati Huirapa ki Puketeraki.
Manaaki/Manaakitanga	Show kindness to, look after, entertain
Manawhenua	Those who exercise customary authority or rakatirataka.
Papatipu	Original Māori land
Papatipu Rūnanga/Rūnaka	Traditional rūnaka
Rakatirataka	Chieftainship, decision making rights
Roopu	Group
Rūnaka	Local representative group or community system of representation
Takiwa	Area, region, district
Tangata Whenua	Local people
Taurahere	The Araiteuru Council is the organisation where associated whanau and roopu who do not have Manawhenua status meet and manage their social and cultural affairs. In the case of Dunedin, this is non-Ngai Tahu Māori.
Te Rūnanga O Otākou Incorporated	The legal name of the Ngai Tahu Papatipu Rūnaka based at Otākou. The Rūnaka is also known as Te Rūnaka o Otākou.
Wanaka	Place of learning
Whanui	Large, extended, broad.



COUNCILLOR APPOINTMENTS TO OUTSIDE ORGANISATIONS

Department: Civic

EXECUTIVE SUMMARY

- 1 There are a number of organisations throughout the city which the Council is required or able to appoint representatives to under the terms of those organisations' constitutions.
- 2 The purpose of this report is to make recommendations on Councillor appointments to those organisations.
- 3 As this is an administrative report, there are no options or statement of consideration.

RECOMMENDATIONS

That the Council:

- a) **Approves** the Councillor appointments to outside organisations as proposed in Attachment A.

DISCUSSION

- 4 A list of outside organisations was circulated to all Councillors, inviting expressions of interest in the positions available. A schedule of proposed appointments has now been prepared and is appended as Attachment A.
- 5 Certain appointments of external representatives to outside organisations are currently being reviewed and will be reported to Council before the end of the year.

OPTIONS

- 6 Not applicable.

NEXT STEPS

- 7 The Councillors' Register of Interests will be updated to reflect the new appointments.

Signatories

Authoriser:	Jules Radich - Mayor
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Attachments

	Title	Page
↓A	Councillor Appointments to Outside Organisations	89

Councillor appointments to outside organisations for the 2022-2025 Triennium

Organisation	Councillor appointments
Age Concern	Cr Mayhem
Connecting Dunedin	Mayor Radich Cr O'Malley (Chair Infrastructure Services) Cr Barker (Chair Strategy and Engagement) Cr Gilbert (Deputy Chair Strategy and Engagement)
Craigieburn Reserve Committee	Cr Weatherall Cr Acklin
Creative Dunedin Partnership	Cr Houlahan
Disability Issues Advisory Group	Cr Vandervis
District Licensing Committee	Cr Laufiso Cr Vandervis
Dunedin Abrahamic Interfaith Group	Cr Laufiso
Dunedin Chinese Garden Advisory Board	Cr Lucas
Dunedin Council of Social Services	Mayor Radich
Dunedin Edinburgh Sister City Society	Cr Walker
Dunedin Fair Trading Committee	Cr Gilbert
Dunedin Gasworks Museum Trust	Cr Barker
Dunedin Heritage Fund	Cr Barker Cr Benson-Pope
Dunedin Hospital Local Advisory Group	Mayor Radich Cr O'Malley
Dunedin Indoor Sports Venue Trust	The existing external appointment remains
Dunedin Otaru Sister City Society	Cr Barker
Dunedin Public Art Gallery Acquisitions Committee	Cr Houlahan Cr Benson-Pope
Dunedin Public Art Gallery Society	Cr Whiley Cr Houlahan Cr Weatherall

Organisation	Councillor appointments
Dunedin Refugee Steering Committee	Cr Laufiso
Dunedin Shanghai Association (Sister City Society)	Cr Whiley
Grow Dunedin Partnership	Cr Whiley Cr Garey (alternate) Cr Lucas (alternate)
Hereweka Harbour Cone Trust	Cr Barker
Ice Sports Dunedin Incorporated	Cr O'Malley
Keep Dunedin Beautiful	Cr Mayhem Cr Gilbert
Local Government New Zealand (Zone 6 Committee)	Mayor Radich Cr Barker Cr Gilbert
NZ Masters Games Trust Board	Cr Whiley
Okia Reserve Management Committee	Cr O'Malley Cr Vandervis
Otago Museum Trust Board	Cr Lucas Cr Garey Cr Benson-Pope
Otago Regional Transport Committee	Cr O'Malley Cr Gilbert (alternate)
Otago Settlers Association	Cr Gilbert
Otago Theatre Trust	Cr Houlihan
Predator Free Dunedin	Cr Walker
Puketai Residential Centre Liaison Committee	Cr Whiley
Social Wellbeing Advisory Group	Cr Laufiso Cr Mayhem
Sophia Charter	Cr Garey
St Paul's Cathedral Foundation	Cr Garey
Te Ao Tūroa Partnership	Cr Barker
Te Poāri a Pukekura	Cr Lucas

Organisation	Councillor appointments
Tertiary Precinct Planning Group	Mayor Radich Cr O'Malley (Chair Infrastructure Services)
Tertiary Sector Steering Group	Mayor Radich
Theomin Gallery Management Committee (Olveston)	Cr Garey
Toitū Otago Settlers Museum Board	Cr Gilbert Cr Acklin Cr Lucas

INTERIM DELEGATIONS

Department: Civic

EXECUTIVE SUMMARY

- 1 This report seeks approval of interim delegations for Subcommittees that are required to meet prior to Council appointing a new Committee Structure and Delegations Manual in January 2023 reflecting the new structure.

RECOMMENDATIONS

That the Council:

- a) **Approves** the interim delegations for the Hearings Committee, Grants, Audit and Risk Subcommittees and the Dunedin Heritage Trust Fund as detailed in Attachment A.
- b) **Notes** that the fully updated version of the Council Structure and Delegations Manual will be considered by the Council in January 2023.

BACKGROUND

DISCUSSION

- 2 The Hearings Committee has statutory obligations under the Resource Management Act and needs the delegations to be adopted as soon as possible in order that Council can continue to process resource consent matters.
- 3 The Dunedin Heritage Fund has a meeting scheduled in mid-November (and needs to be constituted to enable the meeting to proceed).
- 4 It is best practice to the Audit and Risk Subcommittee active as soon as possible following the election. The delegations are identical to pre-election with membership updated.
- 5 The Grants Subcommittee has a meeting scheduled in mid-November.

NEXT STEPS

- 6 These delegations are interim as they may be amended once the full review of the Committee Structure and Delegations Manual occurs.
- 7 The rewritten delegations will now be considered at the January 2023 Council meeting.

Signatories

Authoriser:	Jules Radich - Mayor
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Attachments

	Title	Page
↓A	Interim Delegations	94

Hearings Committee

REPORTING TO:	Council
CHAIRPERSON:	Cr Jim O'Malley
DEPUTY CHAIRPERSON:	Cr Cherry Lucas
MEMBERSHIP:	<p>For RMA matters Crs Jim O'Malley, Sophie Barker, David Benson-Pope, Christine Garey, Steve Walker, Andrew Whiley and Cherry Lucas</p> <p>For all other matters members are to be approved on a case by case basis by the Chair of the Hearings Committee or Council in consultation with the Chair</p>
CONSTITUTION:	A committee may be constituted by either the Hearings Committee or the Chairperson selecting any combination of committee members, independent commissioners or a community board member
QUORUM:	<p>Three, in the case of a committee being constituted, except that where following the establishment of the committee a Councillor or independent commissioner becomes ill or is otherwise prevented from continuing as a member of the Committee, the quorum shall be two.</p> <p>One, in the case of the Hearings Committee, or the Chairperson of the Hearings Committee, delegating the powers of the Hearings Committee to a Committee member or independent commissioner</p>
MEETING FREQUENCY:	As required

AREA OF RESPONSIBILITY

- 1 The Hearings Committee provides for the development and growth of Dunedin City by decision making in respect of all of Council's regulatory functions under the Local Government Act 1974, Local Government Act 2002, Reserves Act 1977, Resource Management Act 1991 and Bylaws.
- 2 One Community Board member may be appointed by the Chairperson to assist the Hearings Committee where appropriate.
- 3 The quorum must be made up of committee members unless a subcommittee or independent commissioner is appointed under delegated authority. For the avoidance of doubt, the quorum does not include a Community Board member (if appointed).
- 4 The Committee may make recommendations to Council or the Chief Executive on any matter within its responsibilities.

- 5 The Hearings Committee is responsible for the development of regulatory policy and bylaws.
- 6 The Committee's responsibilities are to make regulatory decisions delegated to it by the Council or any of its Committees.
- 7 The Hearings Committee must make a recommendation to Council or the Chief Executive if the decision considered appropriate is not consistent with, or is contrary to any policy (including the Annual Plan or Long Term Plan) established by the Council. This limit does not apply to decisions made under the Resource Management Act 1991, or in respect of development contribution remissions.

DELEGATIONS TO THE COMMITTEE

- 1 To exercise and perform all the Council's functions, powers and duties except those matters reserved to the Council by law. By resolution of the Council.
- 2 To consider and determine all procedural and jurisdictional matters arising during the exercise of the Committee's delegations.
- 3 The Committee may delegate any of its powers to an independent commissioner and/or officer(s) of the Council appointed in accordance with the provisions of this delegation.
- 4 To hear submissions and make recommendations to Council on existing and proposed bylaws, including amendments.
- 5 To hear and determine objections for classification of dogs as menacing or dangerous under the Dog Control Act 1996.
- 6 To hear and determine applications for a waiver of provisions of a bylaw.
- 7 To hear and determine objections arising from the implementation or administration of bylaws.
- 8 To hear submissions and make recommendations to Council on changes on traffic and parking restrictions.

Resource Management Act 1991

- 9 To consider, determine or make recommendations on matters relevant to any of the following:
 - a) Resource consents (including variation or cancellation of conditions)
 - b) Designations/notices of requirement
 - c) Submissions on proposed plan changes (both Council initiated and private plan changes)
 - d) Heritage orders
 - e) Variation of the District Plan
 - f) Compliance certificates/existing use certificates

g) Objections

- 10 To approve for notification a proposed change to the District Plan (including any partially operative District Plan).
- 11 Withdraw a proposed plan change under clause 8D, First Schedule of the Resource Management Act 1991.
- 12 To appoint a subcommittee of Councillors, an independent Commissioner or a subcommittee made up of a combination of Councillors and independent Commissioner(s) in accordance with the following:

a) *Independent Commissioners*

A sole independent Commissioner can hear and determine a matter where appointed and delegated to do so by this Committee or the Committee. Unless specifically appointed to make only a recommendation, independent Commissioner(s) are appointed to make a decision on the Council's behalf.

b) *Otago Regional Council Commissioners*

Independent Commissioners may include representatives of the Otago Regional Council provided the Otago Regional Council representative holds appropriate accreditation.

c) *Community Board Representatives*

Community Board representatives may be appointed to the Hearings Committee or a sub-committee when applications within the Community Board area are being considered. Where a Community Board member is appointed, this is in addition to the quorum.

Explanatory Note: Independent Commissioner(s) may be appointed to hear and determine matters if either:

- d) An application for resource consent designation, plan change, or variation is being considered and Council or a Council Controlled Organisation is the:
 - Landowner
 - Lessee
 - Applicant
 - Has a financial interest
 - Affected person
 - Submitter; or
- e) If a Councillor is unavailable, has a conflict of interest or the Council has any other role where the Council is unable to be regarded at all times as fully impartial in its decision-making capacity.
- 13 The Chairperson, or in their absence, the Deputy Chairperson of the Hearings Committee, in consultation with the General Manager Customer and Regulatory, is authorised to:

- a) appoint a subcommittee and select independent commissioners and committee members, as required, and delegate to them the power to carry out any of the Council's functions, powers or duties under the Resource Management Act 1991 delegated to the Hearings Committee.
- b) Select the chairperson or mediator for pre-hearing meetings pursuant to s99, s99A and Clause 8AA of the First Schedule of the Resource Management Act.

Explanatory Note: In the event of a conflict of interest arising, the Chairperson or Deputy Chairperson will consult with the Manahautū – General Manager, Māori, Partnerships & Policy before exercising this delegation.

- 14 The Chairperson together with the Deputy Chairperson of the Hearings Committee (or in the event of a conflict of interest or absence, the Chair of the Infrastructure Services Committee) shall authorise:
 - a) Initiating or joining any District Court or Environment Court proceedings where the Dunedin City Council has made a submission on a policy document or wishes to join an appeal as a party to proceedings.
 - b) Negotiating and resolving, or withdrawing from, any proceeding arising from any District Court or Environment Court proceedings initiated under clause 21(a).
- 15 The Chairperson and Deputy Chairperson of the Hearings Committee (or in the event of a conflict of interest or absence, the Chair of the Infrastructure Services Committee) may delegate the power to negotiate and resolve District Court or Environment Court proceedings to any other member of the Hearings Committee, or to the Chief Executive Officer or their delegate.

Second Generation District Plan Appeals

- 16 The General Manager Customer and Regulatory has the delegation to resolve 2GP appeals.

Explanatory Note: This is in order to provide consistency through the Environment Court process which provides certainty for appellants.
- 17 The Chairperson, or in the absence of the Chairperson, a Deputy Chairperson of the Planning and Environment Committee may authorise lodging submissions in support or in opposition to a plan review, change or variation, or to an application for a resource consent relating to:
 - a) The District Plan including any partially operative District Plan
 - b) Other local authorities or agencies where the subject matter could impact on any strategic or planning issue, strategy, policy or objective of Council.

Smooth Hill

- 18 The delegation to resolve all appeals relating to Smooth Hill sits with the Chief Executive or her delegate.

Reserves Act 1977

- 19 To approve any easements under section 48 of the Reserves Act 1977.

- 20 To determine any reserve management matter where a member of the public has requested to be heard under Section 120 of the Reserves Act 1977.
- 21 To act as the administering body and determine whether to grant, vary, renew or decline:
- Leases
 - Licences
 - Easements
 - Any other statutory instrument

in relation to land held or administered under the Reserves Act 1977

Explanatory Note: in some instances, it may be necessary for the committee to recommend to Council to exercise the Minister's delegation to Council in respect of the above decisions.

Local Government Act 1974 and Local Government Act 2002

- 22 To levy development contributions under section 198 of the Local Government Act 2002.
- 23 To consider and determine applications for remission of a development contribution for an unusual development where the amount is less than \$10,000 and a hearing has been requested.
- 24 To consider and determine applications for remission of a development contribution for an unusual development where the contribution is greater than \$10,000 and less than \$100,000.
- 25 Receive, hear and determine transport shelter objections under s339 of the Local Government Act 1974.
- 26 To receive, hear and consider objections to any proposal by the Council under Section 342 of the Local Government Act 1974 to stop any road and recommend to the Infrastructure Services and Networks Committee whether to allow or disallow any objections.
- 27 To hear submissions on any Council policy or strategy that has been adopted for public consultation.
- 28 To hear and determine matters regarding drainage and works on private land under the Local Government Act 1974 and Local Government Act 2002.

Other Powers

- 29 To decide applications for a Right of Way.
- 30 To consider, except where otherwise specified in Council Bylaws or relevant legislation, any rights of objection from decisions made under Council Bylaws.

Grants Subcommittee

REPORTING TO:	Community Services
CHAIRPERSON:	Cr Marie Laufiso
DEPUTY CHAIRPERSON:	Cr Bill Acklin
ELECTED MEMBERS:	Crs Sophie Barker, Andrew Whiley, Bill Acklin, Cherry Lucas and Mandy Mayhem
APPOINTED REPRESENTATIVES:	Mana whenua Representative Community Representative Community Representative Arts Sector Representative Community Events Sector Representative Premier Events Representative Department of Conservation Representative Creative New Zealand Representative Creative New Zealand Representative
CONSTITUTION:	<p>The subcommittee considering any grant except Biodiversity Fund Grants, and Premier/Major Events Grants will be constituted with up to four appointed community representative members, the Subcommittee's appointed mana whenua representative and up to five elected members.</p> <p>The subcommittee considering the Biodiversity Fund Grants will be constituted with a representative of the Department of Conservation, the Subcommittee's appointed mana whenua representative, and up to four Councillors.</p> <p>The subcommittee considering Premier/Major Events will be constituted with a Premier Events representative, the Chairperson of the Economic Development Committee, the Subcommittee's appointed mana whenua representative, and up to five elected members.</p>
MEETING FREQUENCY:	As required
QUORUM:	The quorum is five except for the consideration of grants for the Biodiversity Grants and Premier/Major Events Fund where the quorum is three. In all meetings the quorum must include two Councillors.
Explanatory Notes:	<ol style="list-style-type: none"> Community Board members are not eligible to stand as community representatives.

- 2 Creative New Zealand's rules for the Creative Communities Assessment Committee require that community representatives are familiar with the range and diversity of local arts and community activities.

AREA OF RESPONSIBILITY

- 1 To assess and determine applications in relation to the following:
 - a) Dunedin City Council Grants Policy:
 - To assess grant applications as outlined in the DCC Grants Management Policy
 - To make allocations in accordance with the DCC Grants Management Policy
 - b) Dunedin City Council Festival and Events Strategy:
 - To assess all applications to the Strategy
 - To make allocations in accordance with the Festival and Events Strategy
 - c) Dunedin City Council Biodiversity Fund:
 - To assess all applications to the Fund
 - To make allocations in accordance with the DCC Biodiversity Fund

Note: Grants for Dunedin Heritage Fund, Rates Relief for Heritage Buildings, and Rates Relief for the Comprehensive Re-Use of Heritage Buildings are considered by other Committees.

- 2 The Subcommittee may make recommendations to Council or the Chief Executive on any matter within its responsibilities and may also recommend to the Community and Culture Committee a decision to grant or decline a loan guarantee.
- 3 The Subcommittee must make a recommendation to Council or the Chief Executive if the decision considered appropriate is not consistent with, or is contrary to any policy (including the Annual Plan or Long Term Plan) established by the Council.

DELEGATIONS

- 1 To assess and determine grant applications within the policies set by the Council and to distribute available resources.
- 2 To assess and grant applications within the Festivals and Events Strategy set by the Council and to distribute available resources, as follows:
 - a) Major Events – Funding up to \$50,000 per annum for any one festival/event.
 - b) Premier Events – Funding of over \$50,000 per annum for any one festival/event.
 - c) Premier Events Underwriting – Applications for amounts greater than \$20,000.

- 3 To inform community groups of all forms of funding available to them and facilitate applications or requests for assistance.
- 4 To grant or decline applications to the Rates Relief Grants Scheme.
- 5 To advise on any matters relating to biodiversity funding applications.

DELEGATION TO MEMBERS

- 1 The Chairperson of the Grants Subcommittee (or in the event the Chairperson is unavailable, the Deputy Chairperson) may approve Small Project Scheme Grants and Neighbourhood Matching Grants up to \$500 that meet the criteria set out in the DCC Grants Management Policy. The exercise of this delegation (if any) is to be reported to the Grants Subcommittee at its next meeting for noting.

Audit and Risk Subcommittee

REPORTING TO:	Council
CHAIRPERSON:	Warren Allen (Independent Member)
DEPUTY CHAIRPERSON	Janet Copeland (Independent Member)
CONSTITUTION AND MEMBERS:	Chair of Finance and Council Controlled Organisations Committee, Deputy Chair of Finance and Council Controlled Organisations Committee, the Mayor, Deputy Mayor, and Cr Christine Garey
QUORUM:	Three members which must include at least one independent member
MEETING FREQUENCY:	Quarterly with additional meetings as required by the Chairperson

PURPOSE AND OBJECTIVES

- 1 The purpose of the Audit and Risk Subcommittee is to assist and advise the Council and the Chief Executive on the discharge of the Council's responsibilities for risk management and internal control, particularly ensuring the Council:
 - a) Operates with a robust internal control framework and risk management systems, processes and procedures.
 - b) Carries out activities and makes decisions using prudent financial management practices.
 - c) Complies with applicable laws, regulations, standards, policies and best practice guidelines.
- 2 The Subcommittee will satisfy itself with the integrity and appropriateness of internal and external reporting and accountability arrangements and ensure the establishment and maintenance of controls to safeguard the Council's financial and non-financial assets.
- 3 In fulfilling their role on the Audit and Risk Subcommittee, members shall be impartial and independent at all times. Subcommittee members have a responsibility to treat all information with appropriate confidentiality. This includes matters tabled and/or discussed at meetings as well as any material circulated before or after a meeting.

AREA OF RESPONSIBILITY AND DELEGATIONS

- 1 To advise on matters of audit and risk and provide advice and recommendations to the Chief Executive and Council for its consideration.
- 2 To receive the External Auditor's correspondence in regard to the audit arrangements and letters of representation and recommend their execution to the Council.

- 3 To meet with the External Auditors, receive their reports and monitor and approve the implementation of changes to policies, procedures and practices that result from the External Auditor's recommendations.
- 4 To monitor the financial management practices and processes of the Council and consider their compliance with relevant legislation, policies and good practice.
- 5 To review the annual report including the accounting policies and make recommendations to the Council on adoption.
- 6 To review, maintain and monitor the robustness and comprehensiveness of the Council's policy framework and recommend these to Council for approval.
- 7 To monitor the appropriate operation of governance policies through the regular consideration of reports on health and safety matters, legislative compliance, fraud prevention and investigations, risk registers, sensitive expenditure and any other matters referred to it through policy content or the direct request of the Council.
- 8 To set and monitor the Internal Audit plan, appoint the Internal Auditor, receive Internal Audit findings, and monitor and approve the implementation of changes to policies, procedures and practices that result from the Internal Auditor's recommendations.
- 9 To take independent external advice and independently access information from management as required.
- 10 To consider annually the delegations for the subcommittee and make recommendations to Council on their content.

DELEGATION LIMITS

- 1 The Audit and Risk Subcommittee may not delegate any of its responsibilities, duties or powers.

Dunedin Heritage Trust Fund

REPORTING TO:	Strategy and Engagement Committee
CHAIRPERSON:	Councillor Sophie Barker
MEMBERS:	Councillor David Benson-Pope, City Development Manager, Team Leader – Advisory Services/Heritage Advisor and three (3) people appointed by Heritage New Zealand
QUORUM:	Four
MEETING FREQUENCY:	As required

AREA OF RESPONSIBILITY

- 1 The preservation, retention and maintenance of historic places, buildings, trees, bush and other vegetation situated in Dunedin by determining applications made to the Dunedin Heritage Fund.

DELEGATIONS

- 1 To encourage the retention, preservation and maintenance of historic sites situated within Dunedin.
- 2 To decide whether to grant or decline applications for funding made by an owner or occupier of any historic site in Dunedin for the purpose of assisting that owner or occupier to manage, maintain or preserve that historic site. The exercise of this delegation must be in accordance with the provisions of the trust deed for the Dunedin Heritage Fund.
- 3 To make grants and other financial assistance from the Dunedin Heritage Fund to applicants and determine the terms and conditions as it considers appropriate and in accordance with the Trust Deed.
- 4 To provide for the purchase or lease of any historic site for the purpose of retention, preservation or maintenance of that historic site and to sell or lease any such historic site once the objective of retention, preservation or maintenance has been fulfilled.

DELEGATION LIMITS

- 1 The Dunedin Heritage Fund may not delegate any of its responsibilities, duties or powers.

NOTICE OF MOTION

NOTICE OF MOTION - ST CLAIR GROYNE

EXECUTIVE SUMMARY

- 1 In accordance with Standing Order 26.1, a valid Notice of Motion has been received from Mayor Jules Radich for inclusion on the agenda for the meeting being held on Tuesday, 8 November 2022.
- 2 As this is a similar Notice of Motion to one previously considered by the Council, in accordance with Standing Order 26.7 (which requires that any similar Notice of Motion must be signed by not less than one third of all members), the Mayor and Councillors Sophie Barker, Jim O'Malley, Andrew Whiley, Carmen Houlahan and Brent Weatherall have signed the Notice of Motion.

RECOMMENDATIONS

That the Council:

- a) **Considers** the Notice of Motion.

Attachments

	Title	Page
 A	Notice of Motion - St Clair Groyne	106

Notice of Motion – St Clair Groyne

As per Standing Order 26.1, please find below a Notice of Motion for consideration at the Council meeting scheduled for 8 November 2022.

That Council:

Requests an urgent report on the cost and time frames for reinstating the St Clair groyne, potentially on a trial basis.

Thank you

Signed by
Jules Radich
Sophie Barker
Jim O'Malley
Andrew Whiley
Carmen Houlihan
Brent Weatherall