

Notice of Meeting:

I hereby give notice that an ordinary meeting of the Mosgiel-Taieri Community Board will be held on:

Thursday 28 November 2019 Date:

Time: 2.00 pm

Keith Willis Lounge, Coronation Hall, 97 Gordon Road, Mosgiel Venue:

> Sue Bidrose Chief Executive Officer

Mosgiel-Taieri Community Board PUBLIC AGENDA

MEMBERSHIP

Chairperson Joy Davis **Deputy Chairperson** Dean McAlwee

Members Phillipa Bain Martin Dillon **Brian Miller**

Cr Carmen Houlahan

Brian Peat

Robert West, Group Manager Parks and Recreation **Senior Officer**

Governance Support Officer Wendy Collard

> Wendy Collard **Governance Support Officer**

> Telephone: 03 477 4000 wendy.collard@dcc.govt.nz www.dunedin.govt.nz

Note: Reports and recommendations contained in this agenda are not to be considered as Council policy until adopted.

MOSGIEL-TAIERI COMMUNITY BOARD 28 November 2019





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PAR	T A REPORTS (Mosgiel-Taieri Community Board has power to decide these	matters)
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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.

RECOMMENDATIONS

That the Board:

- 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.

Attachments

Title Page

♣A Elected Members' Register of Interests

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Declaration of Interest Page 5 of 64



	Responsibility (ie:		rd Register of Interest - 14 Novemb	
Name	Chairperson etc)	Declaration of Interests	Nature of Potential Interest	Proposed Management Plan
loy Davis	Employee	Saddle Hill Foundation Trust	No conflict identified	identified. Seek advice on actual or potential conflicts of interest prior to the meeting. Withdraw from discussion and leave the table if a conflict of interest is
	Owner	Residential Property, Mosgiel	No conflict identified	identified. Seek advice on actual or potential conflicts of interest prior to the meeting. Withdraw from discussion and leave the table if a conflict of interest is
	Chairperson	Taieri Christian Care Community Foodbank	No conflict identified	identified. Seek advice on actual or potential conflicts of interest prior to the meeting.
Phillipa Bain	Owner	Residential properties, Mosgiel and Dunedin	No conflict identified	Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting. Withdraw from discussion and leave the table if a conflict of interest is
	Company Director	A1 Electrical Contractors Ltd	DCC Approvied Contractor	identified. Seek advice on actual or potential conflicts of interest prior to the meeting.
Martin Dillon				Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to
Dean McAlwee	Owner	Residential Property, Mosgiel	No conflict identified	the meeting. Withdraw from discussion and leave the table if a conflict of interest is
	Committee Member	West Taieri Rubgy Club	Potential grants recipient	identified. Seek advice on actual or potential conflicts of interest prior to the meeting. Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to
	Chairperson	Outram Charitable Trust	Potential grants recipient	the meeting. Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to
	Owner	Residential Property, Mosgiel	No conflict identified	the meeting. Withdraw from discussion and leave the table if a conflict of interest is
	Owner	Commercial Property, Mosgiel	No conflict identified	identified. Seek advice on actual or potential conflicts of interest prior to the meeting.
Brian Miller	Trustee	B J & A J Miller Family Trust	No conflict identified	Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting.
			No conflict identified	Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to
	Owner/Director	Aquarius Garden		the meeting. Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to
Brian Peat	Apellant to 2GP	B J and A J Miller Family Trust	No conflict identified	the meeting. Withdraw from discussion and leave the table if a conflict of interest is
Silani eac	Owner	Residential Property, Mosgiel	No conflict identified	identified. Seek advice on actual or potential conflicts of interest prior to the meeting. Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to
	Committee Member	Chatsford Residents Committee	No conflict identified	the meeting.
Cr Carmen Houlahan	Owner	Residential Property - Dunedin	No conflict identified.	Withdraw from discussion and leave the table if a conflict of interest is identified. Seek advice on actual or potential conflicts of interest prior to the meeting. Withdraw from discussion and leave the table if a conflict of interest is
	Owner	Rental Property - Dunedin	No conflict identified.	identified. Seek advice on actual or potential conflicts of interest prior to the meeting. Withdraw from discussion and leave the table if a conflict of interest is
	Part Owner	Adobe Group Ltd, Wanaka	No conflict identified.	identified. Seek advice on actual or potential conflicts of interest prior to the meeting.

Declaration of Interest

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1	I	1	1	Withdraw from discussion and leave the table if a conflict of interest is
				identified. Seek advice on actual or potential conflicts of interest prior to
	Member	Dunedin Rotary Club	No conflict identified.	the meeting.
	Wellibei	Duriedin Kotary Club	No conflict identified.	Withdraw from discussion and leave the table if a conflict of interest is
	Member	Institute of Diretors	No conflict identified.	identified. Seek advice on actual or potential conflicts of interest prior to
	Welliber	institute of Directors	No connect identified.	· · ·
				Withdraw from discussion and leave the table if a conflict of interest is
				identified. Seek advice on actual or potential conflicts of interest prior to
	Member	Otago Propety Investors Associaton	No conflict identified.	the meeting.
				Withdraw from discussion and leave the table if a conflict of interest is
				identified. Seek advice on actual or potential conflicts of interest prior to
	Company Owner/Sole Director	Shelf Company - RH There	No conflict identified.	the meeting.
				Withdraw from discussion and leave the table if a conflict of interest is
				identified. Seek advice on actual or potential conflicts of interest prior to
	Shareholer	Startup Business	No conflict identified	the meeting.
				Withdraw from discussion and leave the table if a conflict of interest is
				identified. Seek advice on actual or potential conflicts of interest prior to
	Member	Mosgiel-Taieri Community Board (Council appointment)	No conflict identified	the meeting.
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CONFIRMATION OF MINUTES

MOSGIEL-TAIERI COMMUNITY BOARD MEETING - 7 NOVEMBER 2019

RECOMMENDATIONS

That the Board:

Confirms the minutes of the Mosgiel-Taieri Community Board meeting held on 07 November 2019 as a correct record.

Attachments

	Title	Page
A₫	Minutes of Mosgiel-Taieri Community Board meeting held on 7 November 2019	10





Mosgiel-Taieri Community Board MINUTES

Minutes of an inaugural meeting of the Mosgiel-Taieri Community Board held in the Edinburgh Room, Municipal Chambers, , The Octagon, Dunedin on Thursday 07 November 2019, commencing at 3.00 pm

PRESENT

Chairperson Joy Davis

Deputy Chairperson Dean McAlwee

Members Martin Dillon Phillipa Bain **Brian Miller**

Cr Carmen Houlahan

Brian Peat

IN ATTENDANCE Sandy Graham (General Manager, City Services)

Governance Support Officer Wendy Collard

1 **PUBLIC FORUM**

As this was the Board's inaugural meeting, there was no Public Forum.

2 **APOLOGIES**

An apology was received from the Chief Executive Officer Dr Bidrose as she was unable to be in attendance.

CONFIRMATION OF AGENDA 3

The agenda for the meeting was noted.



4 DECLARATIONS OF INTEREST

Members were reminded of the need to stand aside from decision-making when a conflict arose between their role as an elected representative and any private or other external interest they might have.

REPORTS

5 WELCOME BY THE GENERAL MANAGER CITY SERVICES

The General Manager City Services (Sandy Graham) welcomed all to the meeting and provided an introduction to the formal swearing in of members.

6 DECLARATIONS BY MEMBERS

Members made and attested their declarations as required by Schedule 7, Clause 14 of the Local Government Act 2002 which were witnessed by the General Manager, City Services (Sandy Graham)

PART A REPORTS

7 VOTING PROCEDURE FOR APPOINTMENT OF CHAIRPERSON AND DEPUTY CHAIRPERSON

A report from Civic advised that voting for appointments such as the Board Chairperson and Deputy Chairperson was to be carried out in accordance with Schedule 7, Clauses 25(2), (3) and (4) of the Local Government Act 2002 Amendment Act 2004.

Moved (Martin Dillon/Dean McAlwee):

That the Board:

a) Adopts STV (System A) as the voting method for the appointment of Chairperson and Deputy Chairperson.

Motion carried (MTCB/2019/072)

8 ELECTION OF CHAIRPERSON AND DEPUTY CHAIRPERSON

a) Chairperson

Moved (Phillipa Bain/Brian Miller):

That the Board:

a) Appoints Joy Davis as Chairperson.



.Motion carried (MTCB/2019/073)

The Chairperson assumed the chair.

b) Deputy Chairperson

Moved (Phillipa Bain/Martin Dillon):

That the Board:

b) Appoints Dean McAlwee as the Deputy Chairperson

Motion carried (MTCB/2019/074)

9 ACKNOWLEDGEMENT OF RETIRING MEMBERS

The Board acknowledged the services given by Sarah Davie-Nitis and Maurice Prendergast during their terms in office.

Moved (Brian Miller/Martin Dillon):

That the Board:

- a) **Records** its sincere thanks to Sarah Davie-Nitis for the loyal and conscientious service given to the Dunedin community as a member of the Mosgiel-Taieri Community Board for the 6 year period 2013 to 2019.
- b) **Extends** its sincere appreciation for the services rendered and every good wish for the future.
- c) Records its sincere thanks to Maurice Prendergast for the loyal and conscientious service given to the Dunedin community as a member of the Mosgiel-Taieri Community Board for the 6 year period 2013 to 2019.
- d) **Extends** its sincere appreciation for the services rendered and every good wish for the future.

Motion carried (MTCB/2019/075)

10 LOCAL GOVERNMENT LEGISLATION - BRIEFING FOR THE INAUGURAL COUNCIL MEETING

A report from Civic provided a general explanation of the following legislation as required by clause 21 of Schedule 7 of the Local Government Act 2002:

- 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 (Member Joy Davis/Member Phillipa Bain):

That the Board:

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

Motion carried (MTCB/2019/076)

11 MEETING SCHEDULE

A report from Civic requested the Board give consideration to the date of the next Mosgiel-Taieri Community Board meeting. It was proposed for Thursday 28 November 2019 commencing at 2.00 pm.

The report noted that the meeting schedule for 2020 would be presented to the meeting being held on 28 November 2019 for the Board's confirmation.

Moved (Dean McAlwee/Brian Peat):

That the Board:

- a) **Confirms** that its next meeting will be held on 28 November 2019 commencing at 2.00 pm.
- b) **Notes** that the meeting schedule for 2020 will be considered by the Board at the meeting of 28 November 2019.

Motion carried (MTCB/2019/077)

CHAIRPERSON	

The meeting concluded at 3.17 pm

PART A REPORTS

NAMING OF A NEW ROAD OFF DUNDEE ROAD, MOSGIEL

Department: Transport

EXECUTIVE SUMMARY

- This report seeks support from the Mosgiel-Taieri Community Board on the proposed naming of a new road off Dundee Road, Mosgiel, as part of the Highland Park Subdivision.
- The new road name proposed by the developer is 'Silverdale Place', and it complies with the DCC Road Naming Policy.

RECOMMENDATIONS

That the Board:

a) **Supports** naming of a new road off Dundee Road, Mosgiel, within the Highland Park Subdivision as 'Silverdale Place'.

BACKGROUND

- The Road Naming Policy provides the framework for timely and consistent naming of roads that reflect the identity of the local community. The Road Naming Procedure requires that that Community Boards consider proposed names for roads in their area. For reference, the Road Naming Policy and Road Naming Procedure can be accessed on the DCC website at www.dunedin.govt.nz/road-naming.
- 4 Consent for Stage 14 of the Highland Park Subdivision has been granted by Council. Stage 14 will create 35 residential lots and involves constructing Dundee Road, resulting in it connecting at each end, and a new cul-de-sac. Both the Dundee Road connection and the new cul-de-sac will vest in Council. The approved subdivision plan for Stage 14 is provided as Attachment A.
- The developer proposed 'Silverdale Place' as their preferred name for the new road within Stage 14 of the Highland Park Subdivision. No alternative road name has been proposed.

DISCUSSION

The developer proposed 'Silverdale Place' as the subdivision is on land previously known as Silverdale Farm. Silverdale Farm was the name of the family farm on the property and has been so named for 30 years. Two generations of the family still reside on the property.



- 7 The road names previously approved within the Highland Park Subdivision were sourced from locations within East Ayshire, Scotland. Silverdale Farm also has Scottish connections.
- The name 'Silverdale Place' is not a duplicate of any existing road name in Dunedin. The proposed name does have some similarity to existing Dunedin road names of 'Silverpeak Road', 'Silverstream Drive', 'Silverton Street' and 'Silverview Place'. However, in this case the differences between these road names when spoken, including suffixes, are considered to be sufficient to avoid confusion.
- 9 The name is considered to meet the appropriateness criteria of the Road Naming Policy, as it relates to the historical features of the site. The name meets the spelling, length and appropriateness criteria of the Road Naming Policy.

OPTIONS

The developer has not provided alternative names for the new road off Dundee Road, Mosgiel, within Stage 14 of the Highland Park Subdivision.

Option One – The Board supports naming the new road off Dundee Road, Mosgiel, within the Highland Park Subdivision as 'Silverdale Place' (recommended option)

Advantages

- The proposed name 'Silverdale Place' relates to historical features of the site and follows a road naming theme within the residential development.
- The proposed name 'Silverdale Place' is sufficiently different from other road names, and overall complies with the Road Naming Policy.

Disadvantages

• There are no significant disadvantages identified with this option.

Option Two – The Board does not support the proposed road name (alternative option)

Advantages

• There are no significant advantages identified with this option.

Disadvantages

• The road will not have a name which will inconvenience new property owners within the subdivision.

NEXT STEPS

If the proposed name of 'Silverdale Place' is supported by the Community Board, staff will request formal approval from the Infrastructure Services and Networks Committee.

Signatories

Author:	Tami Sargeant - Team Leader Regulatory Management - Transport
Authoriser:	Nick Sargent - Transport Strategy Manager



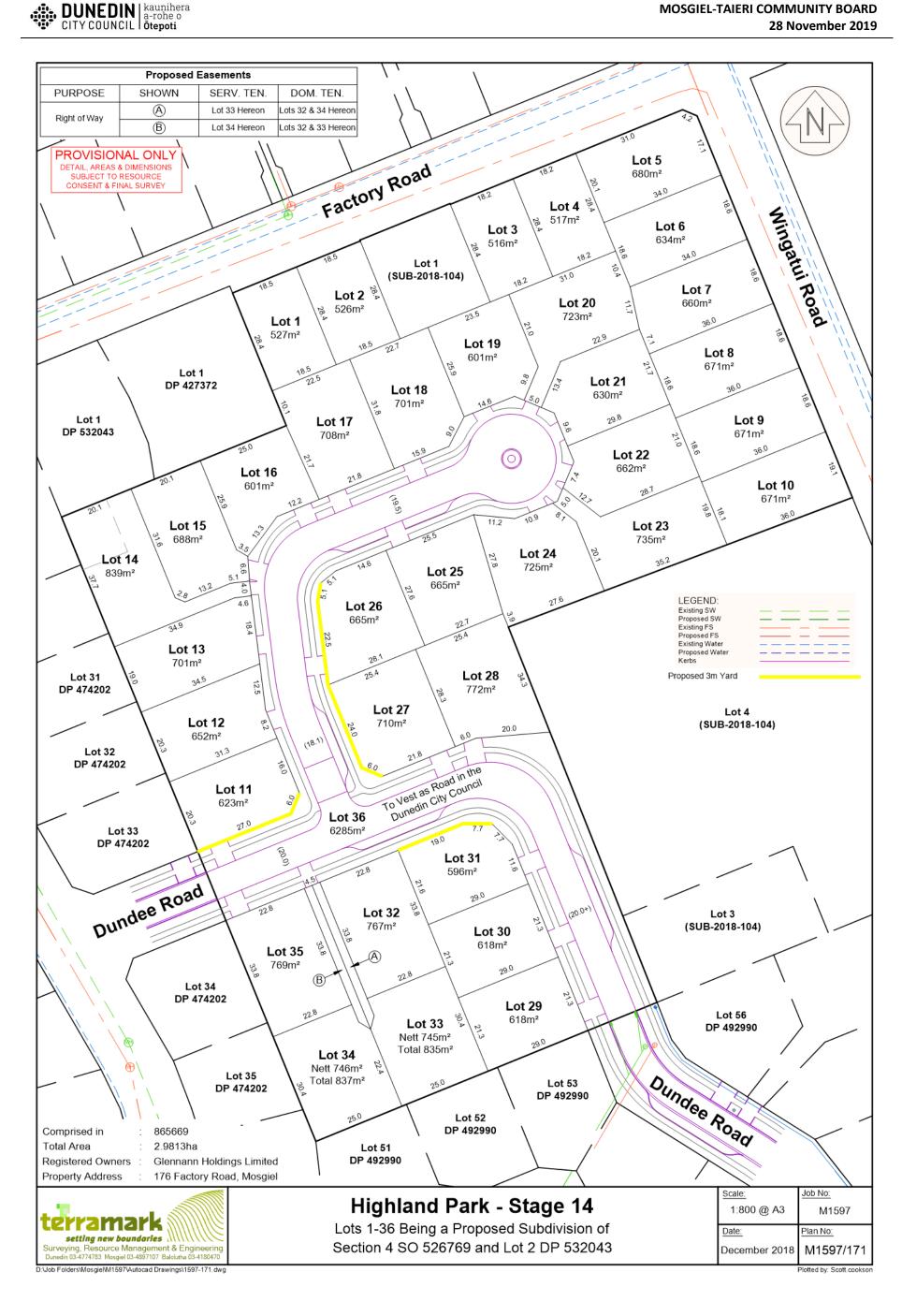
Simon Drew - General Manager Infrastructure Services

Attachments

	Title	Page
ŪA	Highland Park Subdivision Stage 14 Consent Plan	19



SUMMARY OF CONSIDERATIONS			
Fit with purpose of Local Government			
This decision supports the social, environmental and for the future.	and cultural wel	ll-being of com	munities in the present
Fit with strategic framework			
	Contributes	Detracts	Not applicable
Social Wellbeing Strategy			\boxtimes
Economic Development Strategy			\boxtimes
Environment Strategy			\boxtimes
Arts and Culture Strategy			\boxtimes
3 Waters Strategy			\boxtimes
Spatial Plan			\boxtimes
Integrated Transport Strategy			\boxtimes
Parks and Recreation Strategy			\boxtimes
Other strategic projects/policies/plans	⊠		\boxtimes
This is an administrative function.			
Māori Impact Statement			
There are no known impacts for tangata whenu	а.		
Sustainability			
There are no implications for sustainability.			
10 year plan/Annual Plan / Financial Strategy /	Infrastructure S	trategy	
There are no implications for the 10 year plan.			
Financial considerations			
There are no financial implications.			
Significance			
The significance of this decision is considere Engagement Policy.	ed low in term	s of the Cou	ncil's Significance and
Engagement – external			
There has been engagement with the developer	and their agent.	·	
Engagement - internal			
There has been engagement with BIS.			
Risks: Legal / Health and Safety etc.			
There are no known risks.			
Conflict of Interest			
There are no known conflicts of interest.			
Community Boards			
The new road is located within the Mosgiel-Taion the Board.	eri Community Bo	oard area, and	support is sought from





NAMING OF A NEW ROAD OFF HOLYHEAD STREET, OUTRAM

Department: Transport

EXECUTIVE SUMMARY

- This report seeks support from the Mosgiel-Taieri Community Board on the proposed naming of a new road off Holyhead Street, Outram, as part of the Balmoral development by Balmoral Developments (Outram) Ltd.
- The new road names proposed by the developer are 'Frank Ferguson Place' or 'Franks Place', and they both comply with the DCC Road Naming Policy.

RECOMMENDATIONS

That the Board:

a) **Supports** naming of a new road off Holyhead Street, Outram, within the Balmoral development as 'Frank Ferguson Place' or 'Franks Place'.

BACKGROUND

- The DCC Road Naming Policy provides the framework for timely and consistent naming of roads that reflect the identity of the local community. The DCC Road Naming Procedure requires that that Community Boards consider proposed names for roads in their area. For reference, the Road Naming Policy and Road Naming Procedure can be accessed on the DCC website at www.dunedin.govt.nz/road-naming.
- 4 SUB-2017-32 and subsequent variations to that consent authorised a two-stage residential subdivision of 94 Holyhead Street, including a new cul-de-sac to vest in Council.
- Naming of the road is considered to be urgent. Titles for Stage 1 of the development have been issued pursuant to section 224c of the Resource Management Act 1991, and a number have been pre-sold to new owners. Landowners are now faced with the uncertainty and inconvenience of having no street address.
- The developer proposed 'Frank Ferguson Place' as their preferred name, and 'Franks Place' as an alternative name for the new cul-de-sac road within the Balmoral development.

DISCUSSION

The developer proposed 'Frank Ferguson Place' as their preferred name, and 'Franks Place' as an alternative name, after Frank Ferguson. Frank Ferguson grew up in Outram and attended the local primary school. After returning from duty in World War 2, he purchased a property on the



boundary of Outram township named Balmoral and started a market garden, naming it 'Balmoral Gardens'.

- 8 The market garden provided full-time work, as well as after school and holiday work for schoolchildren from the Outram area picking potatoes, vegetables and berries. Frank Ferguson acquired three other properties and worked in the market garden for 27 years, before handing over the management to his eldest son.
- 9 Frank Ferguson passed away in 1977 aged 59. His eldest son bought the 'Balmoral Gardens' property and continued the market garden until 2003.
- The proposed names of 'Frank Ferguson Place' and 'Franks Place are not duplicating any existing road name in Dunedin. The proposed names have some similarity to existing Dunedin road names of 'Fergusson Street' and 'Franklin Street'. However, in this case the differences between these road names when spoken, including suffixes, are considered to be sufficient to avoid confusion.
- 11 The proposed names are considered to meet the spelling and appropriateness criteria of the Road Naming Policy, as they recognise a noteworthy person with a strong connection to the Balmoral development.
- The name 'Frank Ferguson Place' does not meet length criteria of the Road Naming Policy as short names should be proposed for short streets for mapping purposes.

OPTIONS

13 The developer proposed 'Frank Ferguson Place' as their preferred name, and 'Franks Place' as an alternative name for the new cul-de-sac road within the Balmoral development.

Option One – The Board supports naming the new road off Holyhead Street, Outram, within the Balmoral development as 'Frank Ferguson Place' (Developer's preferred option)

Advantages

- The proposed name 'Frank Ferguson Place' recognises a noteworthy person with a strong connection to the site.
- The proposed name 'Frank Ferguson Place' is sufficiently different from other road names, and meets the spelling criteria of the Road Naming Policy.

Disadvantages

• The proposed name 'Frank Ferguson Place' does not meet the length criteria, as it is a long name for a short street which provides challenges for mapping purposes.

Option Two – The Board supports naming the new road off Holyhead Street, Outram, within the Balmoral development as 'Franks Place' (alternative option)

Advantages

• The proposed name 'Franks Place' recognises a noteworthy person with a strong connection to the site.



- The proposed name 'Franks Place' is six characters long, and is a short name for a short street, and preferred for mapping purposes.
- The proposed name 'Franks Place' is sufficiently different from other road names, and overall complies with the Road Naming Policy.

Disadvantages

• There are no significant disadvantages identified with this option.

Option Three – The Board does not support the proposed road names (alternative option)

Advantages

There are no significant advantages identified with this option.

Disadvantages

• The road will not have a name which will inconvenience new property owners within the subdivision.

NEXT STEPS

14 If the proposed names of 'Frank Ferguson Place' and 'Franks Place' are supported by the Community Board, staff will request formal approval from the Council.

Signatories

Author:	Tami Sargeant - Team Leader Regulatory Management - Transport
Authoriser:	Nick Sargent - Transport Strategy Manager
	Simon Drew - General Manager Infrastructure Services

Attachments

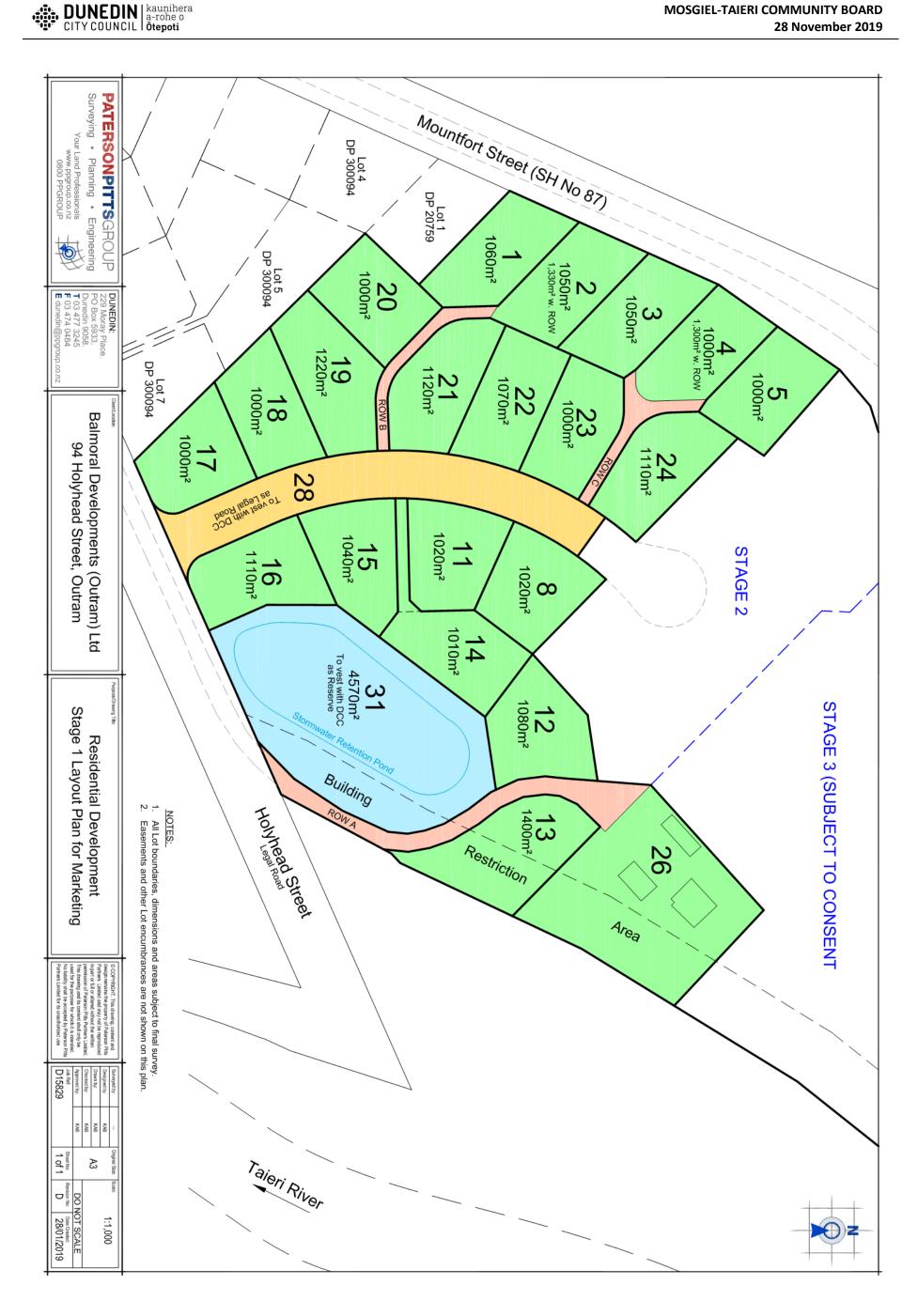
Title Page

<u></u>¶A [

Balmoral Development Residential Plan



SUMMARY OF CONSIDERATIONS				
Fit with purpose of Local Government				
This decision supports the social, environmental	and cultural wel	l-being of com	munities in the present	
and for the future.				
Fit with strategic framework				
Social Wollhoing Stratogy	Contributes	Detracts	Not applicable	
Social Wellbeing Strategy Economic Development Strategy			\boxtimes	
Environment Strategy			⊠ ⊠	
Arts and Culture Strategy			X	
3 Waters Strategy			X	
Spatial Plan			<u> </u>	
Integrated Transport Strategy			\boxtimes	
Parks and Recreation Strategy			\boxtimes	
Other strategic projects/policies/plans	\boxtimes		\boxtimes	
This is an administrative function.				
Māori Impact Statement				
There are no known impacts for tangata whenua	a.			
Sustainability				
There are no implications for sustainability.				
10 year plan/Annual Plan / Financial Strategy /Infrastructure Strategy				
There are no implications for the 10 year plan.				
Financial considerations				
There are no financial implications.				
Significance				
The significance of this decision is considered low in terms of the Council's Significance and Engagement Policy.				
Engagement – external				
There has been engagement with the developer	and their agent.			
Engagement - internal				
There has been engagement with BIS.				
Risks: Legal / Health and Safety etc.				
Naming of the road is considered to be urgent as titles for the new development have been issued without a road name.				
Conflict of Interest				
There are no known conflicts of interest.				
Community Boards				
The new road is located within the Mosgiel-Taieri Community Board area, and support is sought from the Board.				





MOSGIEL-TAIERI COMMUNITY BOARD ACTION LIST REPORT

Department: Civic

EXECUTIVE SUMMARY

This report is to provide an update to the Mosgiel-Taieri Community Board on its Action List (Attachment A).

RECOMMENDATIONS

That the Board:

a) Amends the Action List as appropriate

Signatories

Author:	Wendy Collard - Governance Support Officer
Authoriser:	Sharon Bodeker - Team Leader Civic

Attachments

TitlePage♣AMosgiel-Taieri Community Board Action List28



Mosgiel-Taieri Community Board Action List November 2019					
Topic	Department	Date	Action Requested	Report back to the Board	Status/ Due Date
Memorial Park playground	Parks and Recreation	12/06/2018	The Board have suggested that a tunnel through the existing mound of earth for the area that housed the under 5's yellow slide. Tunnel to link to the picnic table. Staff to investigate cost/feasibility	As this is not on the Park's workplan, no further action will be taken.	November 2019
Installation of bench seat	Parks and Recreation	Chair's meeting with staff	The Board have a bench donated to them by the Taieri Blokes Shed which they would like installed on the grass by ducks/duck pond. At the Brooklands Village, cnr of High Street/Hagart-Alexander Drive The Board would like confirmation when seat has been installed	Completed - the seat has now been installed	November 2019
Murray Street Park	Parks and Recreation	29/08/2018	The Board are waiting to arrange for a picnic table for the Murray Street park. Joy Davis will co-ordinate with the Taieri Blokes Shed regarding the purchase of the table. The Board would like confirmation when table has been installed	Completed - the table has now been installed	November 2019
East Taieri Dog Park	Parks and Recreation	20 March 2019	The Board requested a further update on the walking track in the dog park (big park).	Work order has been issued	November 2019



Mosgiel-Taieri Community Board Action List November 2019					
Topic	Department	Date	Action Requested	Report back to the Board	Status/ Due Date
Outram Glen	Parks and Recreation/Property	03/05/2017	The Board have requested that the concept plan be presented to one of the future meetings	Concept and topographical survey has been completed. Design plan is currently being developed by a Consultant.	On-going
Mosgiel motorway southern off-ramp	Transport	04/10/2017	The Board have safety concerns regarding the sight line at the Give Way for the I traffic turning left into Mosgiel from the north off ramp. Staff to contact NZTA for an update.	Completed – Remedial works are underway.	November 2019
Elizabeth Avenue Access	Transport	26/05/2015 Res 3	The Board has requested an update on the additional access for Elizabeth Avenue Residents.	No update required	March 2020
Gladstone Road South	Transport	26 June 2019	The Board has requested that staff investigate that there is adequate speed limit signage along Gladstone Road South.	August 2019 – An assessment is to be undertaken. No update available.	November 2019
Cemetery Road	Transport	26 June 2019	The Board requested that staff investigate the installation of concrete sleepers along Cemetery Road (extension of existing ones). The Board has requested that staff consider a temporary solution due to safety concerns in particular from the East Taieri Primary School.	August 2019 -Staff have investigated the installation of concrete sleepers along Cemetery Road. The concrete sleepers from Portobello Road will be repurposed for this project and installed once uplifted. This is currently planned for 2021.	November 2019

GOVERNANCE SUPPORT OFFICER'S REPORT

Department: Civic

EXECUTIVE SUMMARY

- This report is to inform the Mosgiel-Taieri Community Board of activities relevant to the Board's area including:
 - a) Project Fund
 - b) Community Board Executive Committee
 - c) Community Hall Management
 - d) Meeting Schedule 2020
 - e) Saddle Hill Quarry
 - f) Remuneration
 - g) Round the Board OAR FM programme
 - h) Board Appointments and other representatives
 - i) Correspondence

RECOMMENDATIONS

That the Board:

- a) **Notes** the Governance Support Officer's Report
- b) Considers nominating a representative to the Community Board Executive Committee
- c) Appoints a representative to the Keep Dunedin Beautiful Committee
- d) Agrees the first meeting for 2020 will be held on 5 February 2020 at 4.00 pm in the Downes Room, Mosgiel Library
- e) Notes the Mosgiel-Taieri Community Board remuneration for 2019/20 year.
- f) Considers the proposed OAR FM programme for Community Boards

Project Fund



\$6,300.00 remains in the Project Fund in the 2019/2020 year. The following funds have been allocated in the current financial year:

Meeting Date	Amount	Recipient
14 August 2019	2,000.00	Plants for the Planter boxes
14 August 2019	500.00	Berwick Outdoor Experience Course
		Sponsorship by the Board
14 August 2019	1,200.00	Taieri Historical Society
Total	\$3,700.00	

Community Board Executive Committee (CBEC) Nominations

3 Nominations for representatives and deputies on CBEC are now due and must be received by LGNZ by 5.00 pm on Friday, 6 December 2019. Attached is a copy of the Memorandum from LGNZ and nomination form (Attachment A and B).

Community Hall Management

- The Dunedin City Council owns a number of Community Halls throughout the outlying areas of the Dunedin City. The Halls are managed by Hall Committees on an informal basis with the general understanding that Council maintains the outside of the Halls, looks after the structure of the building and compliance matters. Hall Committees look after the inside, manage the day to day running of the hall and organises the hire of the hall for the community.
- A Community Hall Management Agreement has recently been drafted and is attached for reference. The Agreement has been sent to all the Hall Committees for feedback. Staff are currently working with the Hall Committees, responding to questions and will attend any Community Hall meeting, where necessary, to further discuss and go through the agreement. A copy of the Community Hall Management Agreement is attached for the Board's information (attachment C).

Saddle Hill Quarry

The following update has been provided for the Board's information. Th upper Saddle Hill quarry is subject to an enforcement order issued by the Environment Court which protects the skyline/ridgeline of Saddle Hill. Quarrying is only occurring on the base of the quarry which is visually screened by the protected higher land on the perimeter.

Meeting Schedule 2020

The Council will not be considering the meeting schedule for 2020 until its meeting being held on 10 December 2019. Therefore, it is recommended that the Board holds its first meeting for 2020 on Wednesday, 5 February 2020 at 4.00 pm. At this meeting a full meeting schedule will be available for the Board's consideration.



Remuneration

The Remuneration Authority has set the remuneration of Community Boards for the 2019/20 year. The Mosgiel-Taieri Community Board remuneration are set as follows:

Mosgiel-Taieri Community Board Remuneration 2019/20

 Chairperson
 \$19,237.00

 Member
 \$9,619.00

Round the Boards – OAR FM programme

- 9 OAR FM have extended an invitation to the Board to take part in the "Round the Boards" feature segment. A number of the Community Boards took part in this programme last triennium. It is now proposed to hold the feature on Tuesdays at 8.40 am.
- This is a 10 to 15 minute weekly segment which provides each participating Board with the opportunity to promote events, issues and people. The segment is hosted by Mr Harford, with Boards sending a representative for an on-air chat on their allocated day.
- 11 It is proposed to start on Tuesday 4 February 2020. The cost for participating is \$240.00 for 12 sessions plus #30.00 for an annual membership fee for Otago Community Broadcasters Society.

Board Appointments and other representatives

12 Please note a report will be presented for the Board's consideration at its next meeting being held on 5 February 2020.

Correspondence - Inwards

13 A Funding Project Completion form has been received from the Taieri Historical Society (Attachment D)

Signatories

Author:	Wendy Collard - Governance Support Officer
Authoriser:	Sharon Bodeker - Team Leader Civic

Attachments

	Title	Page
ŪA	Memorandum from LGNZ	34
<u></u> ₽B	Community Board Executive Committee Nomination form	38
₫C	Community Hall Management Agreement	39
ŪD	Taieri Historical Society - project completion form	59



SUMMARY OF CONSIDERATIONS					
Fit with purpose of Local Government					
This decision enables democratic local decision n	naking and actio	n by, and on b	ehalf of communities.		
Fit with strategic framework					
Social Wellbeing Strategy Economic Development Strategy Environment Strategy Arts and Culture Strategy 3 Waters Strategy Spatial Plan Integrated Transport Strategy Parks and Recreation Strategy Other strategic projects/policies/plans	Contributes	Detracts	Not applicable		
Māori Impact Statement					
There are no known impacts for tangata whenua	•				
Sustainability					
There are no implications.					
LTP/Annual Plan / Financial Strategy /Infrastruc	ture Strategy				
There are no implications.					
Financial considerations					
There are no financial implications.	There are no financial implications.				
Significance					
This decision is considered low significance in terms of the Council's Significance and Engagement Policy.					
Engagement – external					
There has been no external engagement.					
Engagement - internal					
Internal engagement has occurred with appropriate staff members.					
Risks: Legal / Health and Safety etc.					
There are no risks.					
Conflict of Interest					
There are no conflicts of interest.					
Community Boards					
There are no implications for Community Board except to provide information on activities in or relevant to the					



MEMORANDUM

We are. LGNZ.

Date: 6 November 2019

To: Community Board Members

CC: Mayors, Chief Executives, Community Board Co-ordinators

From: Malcolm Alexander, Chief Executive, LGNZ

Subject: Community Board Executive Elections: call for nominations

Introduction

Nominations for representatives and deputies on the New Zealand Community Boards' Executive Committee (CBEC) are now due and must be received by LGNZ by **5.00pm Friday 6 December**.

The Executive Committee is made up of six representatives, one from each of the six LGNZ zones which are described in the LGNZ rules (please check the <u>LGNZ website</u> if you are not sure what Zone your board and council is located in). A description of CBEC and its role is attached.

Following the close of nominations, voting papers, where a contested election is required, will be sent to all community boards by **Friday 13 December 2019**.

Nominations

A nomination form is attached. Please note that your nomination form must be signed by two community board members from within your zone. The form must be **received** by the Returning Officer no later than **5.00pm Friday 6 December**. It is recommended that nominations are accompanied by a brief curriculum vitae (CV) outlining the nominee's relevant experience for the position being sought. CVs will be distributed to members along with the voting papers. Please note that late nominations will not be accepted.

Nominations and CVs can, if you wish, be returned by email to leanne.brockelbank@lgnz.co.nz.

Elections

If more than one nomination for a position is received, voting papers and CVs will be sent out to community boards by **Friday 13 December**. Completed voting forms are due back to the Returning Officer by **5:00pm Friday 7 February 2020.** Please note that late votes will be declared informal.

We recommend that you make provision for voting for the Zone CBEC representative on the agenda of your next community board and, once voting papers are sent out, delegate the authority to exercise the board's vote to the Chairperson or a sub-committee prior to the close of voting on Friday 7 February 2020.

Level 1 117 Lambton Quay, Wellington 6011 PO Box 1214 Wellington 6140 New Zealand P: 64 4 924 1200 www.lgnz.co.nz



Information for Nominees

For more information on what it means to be a member of CBEC, please contact:

- The current CBEC chair, Mick Lester, <u>mickandjanelester@gmail.com</u> or 027 546 0755;
- Your current CBEC Zone representative; or
- Mike Reid, Local Government New Zealand, 04 924 1204.

Please direct any general enquiries regarding the nomination and election process to Leanne Brockelbank, phone 04 924 1212, or email leanne.brockelbank@lgnz.co.nz.

Malcolm Alexander Chief Executive

Local Government New Zealand



Attachment 1: The role of CBEC

The Executive Committee meets four times a year, usually in Wellington and travel expenses will be reimbursed by Local Government New Zealand. Since mid 2002 the Executive Committee has been working with Local Government New Zealand. A Memorandum of Understanding has been negotiated which gives the Executive Committee the status of an advisory committee to the National Council of Local Government New Zealand. This role involves:

- Providing advice to the National Council of Local Government New Zealand on all matters involving community boards;
- Liaising between Local Government New Zealand and community boards to gather information on issues and matters of national interest:
- Keeping the National Council of Local Government New Zealand informed of current and future issues of concern to community boards that may have implications for local government generally; and
- Advising on training needs of community boards and their members that might be included in a national capacity building strategy.

Attachment 2: Conduct of elections

The election of the Executive Committee members will be conducted in accordance with these guidelines:

- The Returning Officer for the elections is Malcolm Alexander, Chief Executive, LGNZ. He will appoint a Deputy Returning Officer.
- 2. Nominations are being called for by LGNZ.
- Successful candidates assume office following the completion of the election in each zone
 and serve in office until their successor assumes office.
- 4. Nominators and seconders must be from within the Zone in which the election is taking place. Nominations will be accepted only from members of the Zone in which the election is taking place. Every person who holds office as a community board member is qualified to be elected to the Executive Committee.
- If only one nomination is received, that person will be declared elected and no voting will take place. If no nominations are received by the date nominations close, the Executive Committee shall consider the action required to fill the position at its next meeting.
- 6. If more than one nomination is received for any position, elections will be held and will be conducted by way of a postal vote. Each community board has a single vote for the purpose of the elections (Rule E6(c)). Your community board may now wish to consider the procedures it will follow to ensure that the matter is given attention and any nomination and your voting papers are completed on time.
- 7. Candidates may stand for both positions, but if they are elected to both positions they are required to vacate the Deputy's position.
- 8. Voting papers must be signed by the Community Board Chair or notified alternative. If the voting paper is signed by a person other than the Chair, the notification of approval must be either forwarded to the Returning Officer prior to the election taking place, or attached to the voting paper. Approval may take the form of a signed approval from the Chair or a resolution from the relevant community board.
- Voting papers will be destroyed by the Returning Officer after the results have been declared.



We are. LGNZ.

Nomination for office of New Zealand Community Boards' Executive Committee Zone Representative

To: Leanne Brockelbank
Local Government New Zealand
PO Box 1214
Wellington
leanne.brockelbank@lgnz.co.nz

to be received by LGNZ by 5.00pm, Friday 6 December 2019.

We, the undersigned acting or	n behalf of the Community Boards shown below, hereby nominate
	[name] of
	[address/council]
as a candidate for election to Zealand Community Boards' E	the office of Zone(please complete) Representative on the New Executive Committee.
Nominated by:	
[Community Board]	
Signed by:	
Title:	
Nomination is seconded by: [Community Board]	
Signed by:	
Title:	
ACCEPTANCE: I, being a community board men	[name], mber, hereby accept the above nomination
Signed:	
Date:	





Nomination for office of New Zealand Community Boards' Executive Committee Zone Representative

To: Leanne Brockelbank
Local Government New Zealand
PO Box 1214
Wellington
leanne.brockelbank@lgnz.co.nz

to be received by LGNZ by 5.00pm, Friday 6 December 2019.

We, the undersigned acting or	n behalf of the Community Boards shown below, hereby nominate
	[name] of
	[address/council]
as a candidate for election to Zealand Community Boards' E	the office of Zone(please complete) Representative on the New Executive Committee.
Nominated by:	
[Community Board]	
Signed by:	
Title:	
Nomination is seconded by: [Community Board]	
Signed by:	
Title:	
ACCEPTANCE: I, being a community board men	[name], mber, hereby accept the above nomination
Signed:	
Date:	





[Name of Hall] Management Agreement

Between

Dunedin City Council

and

[Name of Hall Committee]

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DUNEDIN | kaunihera a-rohe o CITY COUNCIL | Ōtepoti

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Date: day of 2019

PARTIES

- 1 DUNEDIN CITY COUNCIL (the Council)
- 2 [NAME OF HALL COMMITTEE] (the Hall Committee)

The Parties Agree:

1. PURPOSE

The purpose of this Agreement is to:

- (a) Define the relationship between the Council and the Hall Committee
- Identify the respective roles of each party in relation to the effective management of a Hall;
 and
- (c) Establish Hall management arrangements to enable the Hall Committee to fulfil its responsibilities under this Agreement.

2. **DEFINITIONS**

In this Agreement:

"Agreement" means this document including any Schedule, and if there is an inconsistency between any of these parts, a provision in a Schedule is intended to prevail to the extent of any inconsistency;

"Building Book" applies to Halls that contain fire alarm systems. Those Halls that have fire alarm systems are detailed in Schedule "A" of the individual Hall Agreements .

"Constitution" means any instrument, charter, rules of association, or memorandum constituting or defining the activities of the Hall Committee or its members;

"Financial Year" means each period from 1 July to the following 30 June;

"Fire Evacuation Scheme" a process for evacuation of the Hall in case of fire applicable to Halls that have the capacity for 100 or more people, or the Hall is likely to hold functions that cater for 100 or more people.

"Grant" means the annual management fee paid quarterly to the Hall Committee.

"Gambling" activities involving betting, wagers or other risk or chance taken for monetary gain. Does not include activities of fundraising for not-for profit community or school groups such as raffles, bingo/housie evenings or quiz nights and activities where a Gambling Licence is not required as set out in the Gambling Act 2003.



"Hall" means the property described in Schedule A, clause 1, including (but not limited too) any building premises, facility, structure, land, site, park, oval, reserve or equipment as specified.

"Hall Committee" is the entity as specified in Schedule "A" of this Agreement.

"Hirer" means those third parties who enter into a Hire Agreement of the Hall with the Hall Committee.

"Licence to Occupy" allows the Hall Committee non-exclusive occupation of the Hall.

"Management" means the management, control and operation of the Hall specified in Schedule A, clause 3 in accordance with this Agreement;

"Minor General Maintenance" Minor repairs of the Hall interior including but not limited to repair and replacement of window catches, internal doors, light fittings, bulbs, tubes, power points, leaking taps, etc.

"Operational Control" means the authority to introduce and implement any or all of the operating, health and safety and environmental policies for the Hall independent of the Council's permission;

"Party" means a party to this Agreement;

"Records" include documents information and data, including notes or minutes of meetings, financial information, stored by any means and all copies and extracts of the same.

"Schedule" means a Schedule to this Agreement;

"Term" means the duration of this Agreement as set out in Schedule A clause 6;

3. FUNCTION OF THE COMMITTEE

To further its objectives in relation to the Hall, the Hall Committee is required to:

- (a) Develop and implement policies and procedures for effective and efficient management;
- Manage, operate and maintain the Hall in accordance with procedures and principles of sound financial management;
- (c) Use the Hall for its permitted purpose pursuant to this Agreement and to take all reasonable and proper care of the Hall to ensure that no damage occurs (excluding fair wear and tear).
- (d) Determine the terms and conditions under which the Hall will be made available for use by the general public or by specific user groups;
- (e) Promote and develop the use of the Hall with a view to maximising the community asset; and
- (f) Comply with all relevant legislation, regulations and guidelines

4. FINANCIAL MANAGEMENT, OUTGOINGS AND PAYMENTS

(a) The Hall Committee must do all things necessary to ensure responsible, prudent, transparent financial management of the Hall.



- (b) The Hall Committee is responsible to pay for all utility and other like services supplied to the Hall including but not limited to water, gas, electricity, rubbish charges, telephone and internet.
- (c) The Council may at any time request to see a copy of the Hall Committees most recent financial statements and the Hall Committee must provide this within seven (7) days after the request.
- (d) The Hall Committee is responsible for any;
 - damage to the Hall;
 - theft of Council Property;
 - reinstatement costs;
 - fees relating to an emergency services call out or fire alarm activation for a nonemergency situation;
 - additional charges incurred by the Council because of the hiring of the Hall.

5. USE OF HALL AND HIRING

The Hall is to be used as per the Management (as defined in Schedule A, clause 3) and to also include the following:

- (a) The Hall Committee is responsible for the formulation and administration of the terms and conditions for the use of the Hall, including the setting of hire charges and bonds.
- (b) All terms and conditions of use and access must be consistent with Council policies and any relevant statute.
- (c) No alcohol is permitted to be sold at any Hall unless the relevant organiser has obtained a liquor licence for any function or event.
- (d) No vaping or smoking is permitted in any Hall. The Hall Committee is responsible for ensuring no cigarette butts litter the outside of the Hall.
- (e) No gambling is permitted at any Hall.
- (f) No machinery or goods are to be brought upon the Hall that would damage the building or the surfaced areas of the Hall.
- (g) The Hall Committee is entitled to retain any proceeds received from the hiring of the Hall and Council shall have no liability for expenses

6. LICENCE TO OCCUPY AND MANAGE A HALL

- (a) The Council authorises the Hall Committee a Licence to Occupy the Hall for the term of this Agreement as is necessary for the purposes of this Agreement.
- (b) The Hall Committee may sublicence the Hall or relevant parts of the Hall to third parties provided those third parties have agreed to the Hire Agreement.



- (c) The Council can terminate any hire booking or event in the Hall if it is required for purposes as detailed at clause 6 (f) of this agreement or the Council determines at its sole discretion that the hire booking or event will be objectionable or likely to contravene the rule of law, statute, regulation or any other requirement of a public or local authority.
- (d) Where any hire is terminated by the Council, the Council will not be liable for any damages or compensation claim by the Hall Committee or any third-party hirer.
- (e) This Licence to Occupy does not create any interest, estate, lease or tenancy in the Hall and is subject to the terms of this Agreement.
- (f) Where the Council deems it necessary and at its sole discretion, the Council may use the Hall for any emergency or Civil Defence related purpose.
- (g) The Hall Committee will not, without the prior written consent of the Council, assign, sublet (except sub-licencing pursuant to a Hire Agreement), mortgage, caveat or charge the Hall or part with or share possession of the Hall or part of it.

7. REPORTING

- (a) The Hall Committee will provide the Council, with an annual report of the Management and its obligations under this Agreement.
- (b) The Council may waive the requirement to provide an annual report as required under subclause 7(a).
- (c) The Hall Committee is required to maintain accurate records in relation to their management of the Hall and make such records available to the Council upon request.

8. ACCESS TO THE HALL AND RECORDS

- (a) Upon seven (7) days written notice to the Hall Committee the Council may have access to Records associated with this Agreement and allow the Council to inspect and copy Records in the possession and control of the Hall Committee for purposes associated with this Agreement.
- (b) Council and the Hall Committee acknowledge that documentation or information received during the operation of this Agreement may be of a commercially sensitive nature and will treat such documents and information with due care and diligence.
- (c) During the Term of this Agreement the Council staff will have full access to the Hall at all times. The Council contractors and agents will provide 24 hours' notice to the Hall Committee where practical for access to the Hall to review the state of repair of the Hall and to complete any works as necessary in accordance with this Agreement.

9. SECURITY

- (a) The Hall Committee must keep the Hall secure at all times when not being used and shall notify the Council of any breach of security or vandalism within 24 hours of any occurrence of such an event.
- (b) The Hall Committee will not install any security systems, including alarms or CCTV in the Hall without the prior written consent of the Council.



10. MAINTENANCE AND ALTERATIONS BY HALL COMMITTEE

- (a) The Hall Committee must keep the interior of the Hall, including fittings, furniture and equipment in good repair and condition.
- (b) The Hall Committee is responsible for all cleaning and associated costs to ensure the Hall is kept in a clean and tidy condition at all times.
- (c) The Hall Committee is responsible to keep the Hall free of pest animals and weeds.
- (d) All works undertaken in the Hall must comply with the applicable statutory standards, including but not limited to the Building Act 2004, the Resource Management Act 1991 and the Health and Safety at Work Act 2015.
- (e) Maintenance responsibilities of the Council and the Hall Committee are further specified in Schedule "C" to this agreement.
- (f) Any maintenance work (excluding "General Maintenance Work" as described in Schedule "C" to this Agreement) to be undertaken by the Hall Committee on the Hall shall first require the written permission of the Council before any such work is undertaken. The Council at its discretion may require Council approved contractors to undertake such maintenance work.
- (g) Should it come to the Councils attention that maintenance which is required on the Hall for which the Hall Committees is responsible has not been carried out or is not satisfactorily completed, then the Council at its sole discretion may complete those works and accordingly charge the Hall Committee for those expenses.
- (h) The Hall Committee must not make any alterations, additions or improvements (whether internal, external, structural or otherwise), or any extension or refurbishment to the Hall or construction of any further building on the Hall land, without first consulting and obtaining written permission from the Council.
- (i) In the event that written consent is granted for works to be undertaken by the Hall Committee, all works shall be undertaken by Council approved contractors and may be project-managed by Council officers.
- (j) The Hall Committee shall not be entitled to any compensation for any improvements it has completed (and which have been authorised by Council) to the Hall.
- (k) The Hall Committee must not install any equipment (including air-conditioning or sprinkler systems) or exterior fixtures and fittings to the Hall without written permission from the Council.
- (I) The Hall Committee is solely responsible for any costs payable in association with any such works and improvements undertaken pursuant to this clause.

11. COUNCIL MAINTENANCE WORK ON THE OUTSIDE OF THE HALL AND ALTERATIONS

(a) The Council is responsible for all maintenance and capital works on the outside of the Hall including any structural issues with the Hall. Capital improvements of the buildings such as extensions and/or renovations will occur at the Council's sole discretion, and funding or contributions may be subject to negotiation and agreement between the Council and the Hall Committee on a project by project basis.



- (b) Any additions, modifications or improvements made to the Hall during the term of this Agreement remain the property and asset of the Council.
- (c) The Council at its discretion may require sole possession of the Hall whilst it is carrying out any maintenance, alterations or seismic work to the Hall and will use its best endeavours to give the Hall Committee reasonable notice of such possession, unless it is a safety issue for users of the Hall, whereby immediate possession may be required by the Council.

12. FIRE SAFETY AND PROTECTION

- (a) The Council is responsible for all Fire and Emergency New Zealand (Fire Service) charges and all costs of maintaining and servicing fire detection and firefighting equipment.
- (b) The Council is responsible for all costs of creating Fire Evacuation Schemes and Procedures and of providing an evacuation consultant to co-ordinate six (6) month trial evacuations for Halls with Fire Evacuation Schemes.
- (c) The Hall Committee must take part in trial fire evacuations (for buildings with Fire Evacuation Schemes) and require regular users to also take part. The Hall Committee is responsible for familiarising themselves and all users with the Fire Evacuation Scheme/Procedure for the Hall.
- (d) The Hall Committee must take all precautions, as requested by Council, and as required by law, against fire and ensure that all fire and emergency service regulations and requirements in relation to the Hall are complied with.
- (e) The Hall Committee is responsible for ensuring all Hall users check that exits are not locked, barred or blocked and that they can open easily. If required, these checks must be signed off in the Building Book.
- (f) The Hall Committee is to be familiar with and ensure that users of the Hall comply with the evacuation plan in the case of an emergency.

13. INCORPORATION

- (a) The Hall Committee warrants that it is an incorporated body and its Constitution is not inconsistent with this Agreement.
- (b) The Hall Committee will not alter its Constitution in a way that makes it inconsistent with this Agreement without the prior written consent of the Council.
- (c) A copy of the Constitution shall be made available to the Council, upon request.

14. NO PARTNERSHIP OR AGENCY

- (a) The Hall Committee will not, by virtue of this Agreement, become or be deemed to be a partner or agent of the Council.
- (b) The employees, partners and agents of the Hall Committee will not, by virtue of this Agreement, be or for any other purpose be deemed to be employees, partners or agents of the Council.



(c) This Agreement shall not be construed or interpreted as a lease or sublease of the Hall, nor does this Agreement constitute a partnership between the two Parties.

15. SUBCONTRACTING AND ASSIGNMENT

- (a) The Hall Committee will not, without the prior written consent of the Council, subcontract the whole or any part of the Management.
- (b) The Hall Committee agrees not to assign its rights, charge or share possession of the Hall or any part of it under this Agreement without the prior written consent of the Council.

16. TERMINATION

The Council, may, in writing, terminate or suspend this Agreement where:-

- (a) There is a breach of any terms or conditions by the Hall Committee after written notice of the breach and a period of one (1) month (or two (2) weeks in the case of failure to carry out a trial evacuation) from receipt of the notice to rectify the breach;
- (b) The Hall Committee becomes insolvent or is subject to petition or resolution for winding up;
- (c) The Hall Committee is dissolved, or its purpose is varied without the consent of the Council;
- (d) The Council determines that an alternative administrative or operational arrangement is more appropriate, but not first without consulting the Hall Committee;
- The Council, reasonably believes the continued use of the Hall will cause increasing or irreparable damage and deterioration to the Hall; or
- (f) The Hall or any part of it is destroyed or damaged so that the Hall Committee cannot access the Hall or any part of it or that the Hall Committee cannot carry out their Management.
- (g) The Council would be required to expend money on any remedial works, alteration or maintenance on the Hall that in the Councils sole judgment would be an unreasonable amount.
- (h) The Hall Committee has knowingly provided false information, attempted to defraud or has defrauded the Council.

If this Agreement is terminated:

- The Hall Committee forfeits all rights and entitlements to the Management, operation and control of the Hall;
- The Hall Committee must deliver up and vacate the Hall in good order as required under this Agreement, including all keys, fixtures and any fittings owned by the Council;
- (k) All improvements to the Hall completed by the Hall Committee remain with the Hall and the Council is not obligated to compensate the Hall Committee for such improvements;
- The Hall Committee shall not be entitled to any compensation, replacement hall, right to manage another hall or relocation to another site;



- (m) Any termination of this Agreement will be without prejudice to the rights of either Party arising prior to termination.
- (n) Prior to or upon termination of this Agreement the Hall Committee will provide (for a reasonable time) information and documentation that is reasonably necessary and requested by Council for the orderly transfer of the Management of the Hall to another party.

17. INSURANCE

- (a) The Hall Committee shall hold at least one million dollars of public liability insurance with a reputable insurer on terms and in amounts that a reasonable and prudent contractor providing services similar to the management of the Hall would hold. The Hall Committee will provide evidence of such insurance to the Council.
- (b) The Hall Committee shall hold contents insurance relating to their contents within the Hall.
- (c) The Council shall maintain insurance for the Hall with a reputable insurance provider as would be prudent for persons who own property similar to the Hall and shall include insurance in respect of (without limitation) public liability.
- (d) Any proposed Management which is outside the scope or responsibility of the Hall Committee requires a Risk Assessment to be completed by the Hall Committee and submitted to the Council for written approval before the Management takes place.

18. DISPUTE RESOLUTION

- If either party has any dispute with the other in connection with this Agreement, then (unless this Agreement otherwise provides):
 - (i) That Party will promptly give full written particulars of the dispute to the other.
 - (ii) The Parties will promptly meet together and in good faith try and resolve the dispute.
- (b) If the dispute is not resolved within 20 (twenty) working days of written particulars being given (or any longer period agreed to by the Parties) the dispute will be referred to mediation.
 - A Party must use the mediation procedure to resolve a dispute before commencing any other dispute resolution proceedings.
 - (ii) The mediation will be conducted by a Resolution Institute panel mediator chosen by the Parties or, if they cannot agree, by the President of the New Zealand Law Society or the President's nominee.
- (c) If the dispute is not resolved by mediation the Parties will refer the dispute to a single arbitrator.
 - (i) The single arbitrator will be chosen by the Parties or, if they cannot agree, by the President of the New Zealand Law Society, or the President's nominee.
 - (ii) The arbitration will be conducted in accordance with the Rules in Schedules 1 and 2 of the Arbitration Act 1996.

- (d) The Parties must always act in good faith and co-operate with each other to promptly resolve any dispute.
- The procedures and time frames for any mediation or arbitration will be fixed by the mediator (e) or arbitrator (as appropriate) if the Parties cannot agree.
- The Parties must continue to comply with their obligations under this Agreement during the dispute resolution process, but disputed payments may be withheld to the extent of the dispute.
- (g) This clause will not apply to:
 - (i) A dispute arising in connection with any attempted re-negotiation of this Agreement;
 - (iii) Any application by either Party for urgent interlocutory relief.

19. **HEALTH AND SAFETY**

a-rohe c IINCIL Ötepoti

- (a) The Hall Committee acknowledges that it is aware of its obligations and duties under New Zealand law governing Health and Safety ("Health and Safety Legislation")
- The Hall Committee shall identify possible hazards for users of the Hall and will take all practical steps to eliminate and minimise such hazards to ensure users of the Hall are not harmed by such hazards.
- The Hall Committee acknowledges that between it and the Council, the Hall Committee has (c) the primary responsibility for the health and safety of all persons using the Hall.
- The Hall Committee shall notify the Council verbally and then in writing of any serious harm or accident without delay and the give the Council a copy of any report which the Hall Committee is required to make to a public authority on any accident which is associated with the use of the Hall.
- The Hall Committee shall not allow any user of the Hall to bring upon the Hall's premises any (e) machinery or goods that are of a dangerous or offensive nature and shall ensure that there is no contamination of the Hall by those users.

20. COMPLIANCE WITH LAWS AND RELEVANT COUNCIL POLICIES

The Hall Committee must comply with all laws and Council policies relating to the management, control and operation of the Hall, including (but not limited to) the Sale and Supply of Alcohol Act 2012, the Health and Safety at Work Act 2015.

(b) Preparation and the Sale of Food

If the preparation or sale of food is to occur the food operator will be responsible for registration under the Food Act 2014. Please contact the Council Environmental Health Department for further information. Any fundraising activity is exempt unless this occurs more than twenty (20) times a year within the Hall.



21. FUNDING AND GRANTS

- (a) The Council shall pay an annual management fee in the form of a Grant to the Hall Committee for the management of the hall. A quarter of the annual Grant shall be paid three (3) monthly to the Hall Committee on the receipt of the Hall Committee's three (3) monthly financial and bank statements.
- (b) In addition, the Hall Committee may be eligible to apply to the Council or local Community Board for funding support from any grant scheme or other funding source, such as the Community Grants and Small Project Grants, subject to the usual assessment requirements.
- (c) The Hall Committee may apply for other grants and funding through external organisations at any time. Endorsement and support of other grant applications is at the Council's discretion.

22. WARRANTY, LIABILITY AND WAIVER

- (a) The Hall Committee acknowledges that the Council has made no representation as to the suitability of the Hall for any purpose or event.
- (b) The Hall Committee, its hirers and any other third party shall use and occupy the Hall entirely it their own risk in every respect. The Council shall have no liability to the Hall Committee, hirers or any other third party for damages, loss or injury suffered by the Hall Committee, hirers or any third party in respect of their use or occupation of the Hall.
- (c) The Hall Committee is an independent entity and is solely responsible for the debts incurred by the Committee, except to the extent that this Agreement provides otherwise.
- (d) No wavier or failure to act by the Council in respect of any breach by the Hall Committee or any other party shall operate as a waiver of another breach.
- (e) Despite any term of this Agreement the Council will not be liable to the Hall Committee for any consequential loss, loss of use, loss of income or any other damages arising from this Agreement.

23. REVIEW AND VARIATION OF AGREEMENT

- (a) This Agreement shall be reviewed and updated at the end of each Term.
- (b) The Hall Committee is to provide a list of names of the current Office Bearers, other positions on the Committee and contact details at the commencement of each Term.
- (c) The Hall Committee shall provide a copy of the Annual General Meeting minutes and financial statements and as part of this notify the Council in writing of any changes to the Office Bearers or other members on the Committee.
- (d) This Agreement may be updated or varied at any time with the written consent of both Parties.

24. CONSENT AND NOTICES

(a) Any consent, approval or notice required by this Agreement must be in writing and may be served either in person, by post or email at the relevant address set out in Item 9 and Item 10 of the Schedule A.

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25. SIGNING

(a) This Agreement may be signed in counterparts which together shall constitute one Agreement binding on the Parties, notwithstanding that those Parties are not signatories to the original or same counterpart. Once the Parties have signed a counterpart copy and have sent it to the other Party (including by e-mail) each counterpart shall be deemed as valid and binding on the Party executing it, as if it had been executed by all Parties.

26. COUNCIL NOT ACTING IN ITS REGULATORY CAPACITY

(a) The Hall Committee acknowledges that the Council enters into this Agreement in its capacity as an authority to this Agreement only and not in any regulatory capacity and no consent or waiver by the Council in terms of this Agreement shall be construed in any way to operate as a consent, waiver, permission or the like by the Council as a regulatory body in such matters as by way of example only resource/planning, consents, building consents, health/food certifications or building regulation matters.

26. SIGNING AREA

Signed under delegated authority for and on behalf	Signed for and on behalf of the Hall Committee by:
of the Dunedin City Council by:	OR
	The Common Seal of
	(name of Hall Committee)
	was hereunto affixed in the
	presence of:
	presence or.
Authorised Signatory	Authorised Signatory
Print name and title of Authorised Signatory	Print name and title of Authorised Signatory
· · · · · · · · · · · · · · · · · · ·	The traine and the erritation of a spirately
Witness Signatory	Authorised Signatory
Print name and title of Witness Signatory	Print name and title of Authorised Signatory
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SCHEDULE A

ITEM		Council will complete this item.				
1.	Hall:	Address: Legal Description				
		as highlighted in the aerial photo in Annexure 1 (approxXXXm2) and known as Allotment XX, Section X, Parish of XXX				
2.	Purpose:	The purpose of the Hall Committee is to:				
		(a) Manage, control, operate, promote and maintain the Hallfor the benefit of the community, having regard to the principles of good governance without the day-to-day involvement of the Council.				
		(b) EnsurethefinancialcontroloftheHalltomeetthe Committee's objectives in a responsible, efficient, effective and practical manner.				
		manner. (c) Encourage public interest and maximise involvement and participation of the community in the development, use and sharing of the Hall.				
3.	Management:	To manage, operate and maintain the Hall for the benefit of the user groups and the local community as per the terms of this Agreement.				
4.	Annual Grant Amount:	\$XXXXX				
5.	Commencement Date:					
6.	Term	Four (4) years from 1 July 2020				
7.	Expiry:	30 June 2024				
8.	Role of Council:	The DUNEDIN CITY COUNCIL will:				
		Act in an advocacy and advisory capacity when necessary				
9.	Council Address for Notices:	Maria Sleeman Property Officer – Community and Civic Dunedin City Council PO Box 5045 Dunedin 9054 Phone: 477-4000 Email cityproperty@dcc.govt.nz or maria.sleeman@dcc.govt.nz				



10.	for Notices:	[insert names and details]
11.	Name of Entity	(
12,	Registration Number	
13.	Committee Members	[insert Committee member names and positions]
14.	Special Conditions	[insert special conditions if applicable] e.g. Fire Evacuation, other occupations etc.

	DUNEDIN CITY COUNCIL	kaunihera a-rohe o Ōtepoti
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SCHEDULE B

[INSERT PREMISES NAME]:

[insert map here]



SCHEDULE C

Not all of the items below will be relevant for each Hall Committee. However, all relevant items that need deletion or need adding will be determined by Council.

MAINTENANCE GUIDELINES AND PROCEDURES FOR THE HALL COMMITTEE FOR MANAGEMENT OF THE COUNCIL HALL:

This document provides guidelines to your Hall Committee for the maintenance of the Dunedin City Council's (Council) owned/managed facilities.

	Respo	onsibility	
ltem	Council	Hall Committee	Comments
Cleaning and Maintenance of Public Toilets	~		Maintained by Council through service contract (only if standalone toilets or the toilets cannot be accessed from inside the Hall).
Hall Sign Maintenance	~		The erection and maintenance of the sign naming the Hall is subject to Council approval and must meet all regulations and planning requirements.
Washing the outside of the Hall and cleaning/clearing of gutter.	~		Managed under Council contract.
External Painting	~		Council is responsible for exterior painting.
Roof, spouting and gutterings	~		Council's responsibility and if the Hall Committee identify any problems please report these to Council
Structural Maintenance	~		Council is responsible for all structural maintenance
Fencing Maintenance	~		Maintained at Council's discretion unless evidence of safety risk.
Septic Tank and Lines	~		Council will be responsible for repairs, major maintenance or replacement including any annual servicing of septic tanks.
Outside Water Tanks	~		Council will be responsible for repairs, major maintenance or replacement including any annual servicing of outside water tanks.
Car Parking Maintenance	V		Maintained at Council's discretion and subject to budget constraints.



	Responsibility		
ltem	Council	Hall Committee	Comments
Maintenance of the electrical system.	V	•	The Council shall be responsible for the Hall switchboard (except for blown fuses), the Hall Committee will be responsible for keeping in good operating condition that portion of the electrical system of the Hall from the switchboard to all power outlets.
Cleaning of Toilets (within the Hall)		~	Day to day cleaning and supply of all consumables such as toilet paper, soap and hand towels.
Repair and Replacement of toilets (within the Hall)		~	The Hall Committee is responsible for maintenance, repair and replacement of the toilet and associated accessories
Cleaning and maintenance of the inside of the Hall		~	All day to day cleaning and maintenance including the inside of the windows, cleaning of curtains, flooring, carpets and vinyl.
Minor General Maintenance		~	The Hall Committee is responsible for the general up keep of the interior of the Hall. Repairs of the Hall interior including but not limited to repair and replacement of window catches, internal doors, light fittings, bulbs, tubes, power points, blown fuses and leaking taps etc.
Internal Painting and Decorating		~	The Hall Committee is responsible for all internal painting and decorating
Major Maintenance Work Including Alterations and Additions		~	If undertaken by the Hall Committee, it must first have the agreement and written consent of the Council for undertaking such work.
Rubbish and Recycling, Kerbside Collection		~	The Hall Committee will be responsible for the disposal of rubbish and if the Hall Committee requests a wheelie bin or glass recycling bin for kerbside collection this will be charged to the Hall Committee.
Pest, plants (weeds/gorse) and animals		~	Includes insects, spiders, rodents, rabbits and other feral animals and weeds/gorse etc.
Garden Beds Maintenance and Watering around the Hall		~	Includes maintenance of all garden beds, ornamental lawns, mowing and their respective watering systems (if any).
Power (electricity)		~	Payments for all operating costs, to be organized and paid for by the Hall Committee.
Gas		~	Supply of gas to be organized and paid for by the Hall Committee



Responsibility			
Item	Councils	Hall Committee	Comments
Heating		~	The Hall Committee is responsible for providing heating within the Hall.
Telecommunications		~	Includes phone and internet, connection and usage charges to be organized and paid for by the hall Committee.
Rates	~	~	Council will pay the general rate for the land and the Committee will pay any targeted use rates such as water supply/consumption, sewage disposal and refuse collection etc
Fire Evacuation Schemes or Procedures	•	•	This special condition only applies to those Halls specified in Schedule A of the individual Hall Agreement. The Council is responsible for all the costs of creating Fire Evacuation Schemes and Procedures and of providing an evacuation consultant to co-ordinate six (6) monthly trial evacuations for buildings with Fire Evacuation Schemes. The Hall Committee must take part in trial fire evacuations (for Halls with Fire Evacuation Schemes) and require regular users to also take part. The Hall Committee is responsible for familiarizing themselves and all users with the Fire Evacuation Scheme/Procedure for the Hall.
Maximum Occupancy	•	~	Council will supply information on the maximum number of people that the Hall can accommodate. The Hall Committee will ensure that users are aware of this figure and are responsible for ensuring that all users adhere to this limit.
Building Compliance	~		Building Compliance refers to life safety systems including extinguishers, exits, emergency systems (alarms) and mechanical ventilation. Council has a service contract to maintain and test these.
Asbestos Removal	~		Must be undertaken by qualified, certified contractors.
Building Insurance	~		Council is responsible where the building is owned by the Council.
Fire Exits		~	Ensure all final exits and escape paths are kept clear at all times and will communicate this to all users and hirers of the Hall.



Responsibility			
ltem	Council	Hall Committee	Comments
Contents Insurance		~	The Hall Committee is responsible unless the contents are owned by Council.
Electrical Testing and Tagging of Appliances		~	Testing and tagging should be undertaken by a qualified electrician every 6 to 12 months.
Pest and Rodent Control		~	Pest and rodent control is the responsibility of the Hall Committee including the prevention of damage to internal wiring systems.
Kitchen – Food		~	All kitchens must be kept in a clean and hygienic condition. Environmental Health may undertake inspections.
Alcohol		V	No alcohol is permitted to be sold in any Council Hall unless written permission is obtained from Property Services at Council. A Special Licence under the Supply of Alcohol Act 2012 must be obtained for any function or event selling alcohol or included in any ticket or koha.
Gambling		~	No gambling is permitted in any Council Hall.
Smoking or Vaping		,	No smoking or vaping is permitted in any Council Hall. The Hall Committee is responsible to ensure no cigarette butts litter the ground and surrounding area



- 1039iei Talei I Colliniunity Board	
Funding Assistance Project Completion Sheet	
ease complete and return this form within 12 months of receiving your grant. Eturn completed form to:	
e Governance Support Officer, osgiel Taieri Community Board, inedin City Council D Box 5045 inedin 9058	100
email dcc@dcc.govt.nz	
me of cipient ganisation The Taien Historical Society, ntact rson' Neil Gamble, one Landline	
nail	
te of grant July 2019.	
sject name Waipon Pumps Concrete Pad.	
pject mpletion te october 2019,	
leveling of site and cartage of 30 to ease slude care of clay = 3000. Substitute of clay = 400. The above was sponsered to the value of conditure) The overall cost for backing, concrete a	£3400,
labour was \$2900. The 1200 from the Mosgiel Taien community Board went this cost, to complete the concrete por The remains costs came from Society.	outaids
mments	F F



CHAIRPERSON'S REPORT

Department: Civic

EXECUTIVE SUMMARY

A report from the Chairperson is attached which updates the Board on matters of interest since the previous meeting. As this is an administrative report only, the Summary of Considerations is not required.

RECOMMENDATIONS

That the Board:

a) Notes the Chairperson's update

Attachments

	Title	Page
ŪA	Chairperson's Report	61

Chairperson's Report Page 60 of 64



Mosgiel-Taieri Community Board Chair's Report November 2019

Congratulations fellow Board members on your election to the Mosgiel-Taieri Community Board and thank you for your vote of confidence and support of my appointment to Chair.

The short turn around (since being sworn in), some staff being away and the addition of new Board members, has meant that this meeting's agenda is relatively light.

Like you all, I am committed to serving our community and look forward to engaging with as wide a variety of individuals and organizations as possible over the next three years.

I will work, alongside you all, to professionally represent our Board and the people of the Taieri

Good communication, relationship building, collaboration and partnerships are the key to growing thriving, connected communities.

To achieve this, we must to take every opportunity to work constructively with Councillors, and Council staff, as we raise areas of interest and/or concern, then work together to find solutions. The previous Board worked hard in this area and I believe we have established good relationships with Councillors and staff

I would draw members attention to our Community Plan, this is to be considered a 'living document' with the Board able to incorporate community feedback at any stage. Please familiarise yourself with it as we will be holding a workshop in the New Year to review it and see how it can feed into the Long-Term Plan in 2021/22 - 31/32.

Community Engagement

A regular item of the Chairs Report will be the heading of 'Community Engagement'. All Board Members will contribute to this detailing activities/updates concerning their engagement with key local organizations. Please Email this information to the Chair over the period between meetings and no later than 10 days before our next meeting.

I will contribute to the DCC FYI and Star columns as per their schedule. In my absence the Deputy Chair will cover. Please bring to our attention anything you wish to see highlighted.

Looking forward

Members are encouraged to identify objectives and activities or projects they wish to become involved in and drive over the coming year(s). A fuller discussion round roles and representation will be held at the February meeting.

Boards' Induction Day – 5 December 2019 Hawk N Hurl Outram – 15 February 2020 Festival of the Plain/Party in the Park – 24 February 2020

Chairperson's Report Page 61 of 64

MOSGIEL-TAIERI COMMUNITY BOARD

28 November 2019

The Christmas break is looming, there will be many opportunities to be "out and about". Keep your eyes and ears open, offer encouragement and support where you can and take every opportunity to let our residents know who we are and what we do.

Enjoy safe and happy times with family and friends this Christmas. Come back refreshed, there will be plenty to do!

Joy Davis Chair

Chairperson's Report Page 62 of 64

MOSGIEL-TAIERI COMMUNITY BOARD 28 November 2019



COUNCIL ACTIVITIES

Councillor Carmen Houlahan will provide an update on matters of interest to the Board.

Council Activities Page 63 of 64

MOSGIEL-TAIERI COMMUNITY BOARD 28 November 2019



ITEMS FOR CONSIDERATION BY THE CHAIR

Items for consideration by the Chair.