



PALMERSTON NORTH CITY COUNCIL

AGENDA
ARTS, CULTURE AND HERITAGE
COMMITTEE

9AM, MONDAY 11 FEBRUARY 2019
COUNCIL CHAMBER, FIRST FLOOR, CIVIC ADMINISTRATION BUILDING,
32 THE SQUARE, PALMERSTON NORTH



MEMBERSHIP

Rachel Bowen (Chairperson)

Jim Jefferies (Deputy Chairperson)

Grant Smith (The Mayor)

Susan Baty

Vaughan Dennison

Brent Barrett

Karen Naylor

Adrian Broad

Bruno Petrenas

Gabrielle Bundy-Cooke

Tangi Utikere

Agenda items, if not attached, can be viewed at:

pncc.govt.nz | Civic Administration Building, 32 The Square
City Library | Ashhurst Community Library | Linton Library

Heather Shotter

Chief Executive, Palmerston North City Council

Palmerston North City Council

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ARTS, CULTURE AND HERITAGE COMMITTEE MEETING

11 February 2019

ORDER OF BUSINESS

NOTE: The Arts, Culture and Heritage Committee meeting coincides with the ordinary meeting of the Economic Development Committee meeting. The Committees will conduct business in the following order:

- Economic Development Committee
- Arts, Culture and Heritage Committee

1. Apologies

2. Notification of Additional Items

Pursuant to Sections 46A(7) and 46A(7A) of the Local Government Official Information and Meetings Act 1987, to receive the Chairperson's explanation that specified item(s), which do not appear on the Agenda of this meeting and/or the meeting to be held with the public excluded, will be discussed.

Any additions in accordance with Section 46A(7) must be approved by resolution with an explanation as to why they cannot be delayed until a future meeting.

Any additions in accordance with Section 46A(7A) may be received or referred to a subsequent meeting for further discussion. No resolution, decision or recommendation can be made in respect of a minor item.

3. Declarations of Interest (if any)

Members are reminded of their duty to give a general notice of any interest of items to be considered on this agenda and the need to declare these interests.

4. Public Comment

To receive comments from members of the public on matters specified on this Agenda or, if time permits, on other Committee matters.

(NOTE: If the Committee wishes to consider or discuss any issue raised that is not specified on the Agenda, other than to receive the comment made or refer it to the Chief Executive, then a resolution will need to be made in accordance with clause 2 above.)

5. Presentation - Palmerston North Electric Power Station Society Page 7

6. Presentation - Public Sculpture Trust Page 9

7. Confirmation of Minutes Page 11

“That the minutes of the Arts, Culture and Heritage Committee meeting of 12 November 2018 Part I Public be confirmed as a true and correct record.”

8. Funding agreement between Palmerston North City Council and Palmerston North Public Sculpture Trust Page 21

Memorandum, dated 17 January 2019 from the General Manager - Community, Debbie Duncan.

9. Committee Work Schedule Page 37

10. Exclusion of Public

To be moved:

“That the public be excluded from the following parts of the proceedings of this meeting listed in the table below.

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

General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Ground(s) under Section 48(1) for passing this resolution

This resolution is made in reliance on Section 48(1)(a) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by Section 6 or Section 7 of that Act which would be prejudiced by the holding of the whole or the relevant part of the proceedings of the meeting in public as stated in the above table.

Also that the persons listed below be permitted to remain after the public has been excluded for the reasons stated.

Chief Executive (Heather Shotter), Chief Financial Officer (Grant Elliott), Chief Infrastructure Officer (Tom Williams), General Manager – Strategy and Planning (Sheryl Bryant), General Manager - Community (Debbie Duncan), Chief Customer and Operating Officer (Chris Dyhrberg), Human Resources Manager (Wayne Wilson), General Manager - Marketing and Communications (Sacha Haskell) because of their knowledge and ability to provide the meeting with advice on matters both from an organisation-wide context (being members of the Council’s Management Team) and also from their specific role within the Council.

Legal Counsel (John Annabell), because of his knowledge and ability to provide the meeting with legal and procedural advice.

Committee Administrators (Penny Odell, Rachel Corser and Courtney Kibby), because of their knowledge and ability to provide the meeting with procedural advice and record the proceedings of the meeting.

[Add Council Officers], because of their knowledge and ability to assist the meeting in speaking to their report and answering questions, noting that such officer will be present at the meeting only for the item that relate to their respective report.

[Add Third Parties], because of their knowledge and ability to assist the meeting in speaking to their report/s [or other matters as specified] and answering questions, noting that such person/s will be present at the meeting only for the items that relate to their respective report/s [or matters as specified].

PRESENTATION

TO: Arts, Culture and Heritage Committee

MEETING DATE: 11 February 2019

TITLE: Presentation - Palmerston North Electric Power Station Society

ITEM 5

RECOMMENDATION(S) TO ARTS, CULTURE AND HERITAGE COMMITTEE

- 1. That the Arts, Culture and Heritage Committee receive the presentation for information.**

SUMMARY

Ms Val Burr of Palmerston North Electric Power Station Society, will make a presentation regarding the current status of the society and future plans.

ATTACHMENTS

Nil

PRESENTATION

TO: Arts, Culture and Heritage Committee

MEETING DATE: 11 February 2019

TITLE: Presentation Public Sculpture Trust

RECOMMENDATION(S) TO ARTS, CULTURE AND HERITAGE COMMITTEE

- 1. That the Arts, Culture and Heritage Committee receive the presentation for information.**
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SUMMARY

Representatives from Palmerston North Public Sculpture Trust will present to the meeting regarding an overview of the work of the Trust and the relationship with PNCC over the next five years.

ATTACHMENTS

Nil

PALMERSTON NORTH CITY COUNCIL

Minutes of the Arts, Culture and Heritage Committee Meeting Part I Public, held in the Council Chamber, First Floor, Civic Administration Building, 32 The Square, Palmerston North on 12 November 2018, commencing at 9am

Members Present: Councillor Rachel Bowen (in the Chair), The Mayor (Grant Smith) and Councillors Susan Baty, Brent Barrett, Adrian Broad, Vaughan Dennison, Jim Jefferies, Karen Naylor and Bruno Petrenas.

Non Members: Councillors Lew Findlay QSM, Leonie Hapeta, Lorna Johnson and Aleisha Rutherford.

Apologies: Councillors Gabrielle Bundy-Cooke (lateness), Lew Findlay (early departure), Leonie Hapeta (early departure), Jim Jefferies (early departure), Duncan McCann (lateness) and Tangi Utikere (Council Business).

Councillor Duncan McCann was present when the meeting resumed at 11.00am. He was not present when the meeting resumed at 1.00pm. He entered the meeting at 1.25pm during consideration of clause 37. He was not present for clauses 30, 35 and 36 inclusive.

Councillor Vaughan Dennison was not present when the meeting resumed at 1.00pm. He entered the meeting at 1.01pm during consideration of clause 36. He was not present for clause 35.

Councillor Adrian Broad was not present when the meeting resumed at 1.00pm. He entered the meeting at 1.02pm during consideration of clause 36. He was not present for clause 35.

Councillor Leonie Hapeta was not present when the meeting resumed at 1.00pm. She entered the meeting at 1.06pm during consideration of clause 36. She left the meeting again at 1.52pm during consideration of clause 37. She entered the meeting again at 3.16pm during consideration of clause 39. She was not present for clauses 35, 37 and 38 inclusive.

Councillor Gabrielle Bundy-Cooke entered the meeting at 1.45pm during consideration of clause 37. She was not present for clauses 30 to 36 inclusive.

Councillor Lew Findlay left the meeting at 11.13am during consideration of clause 32. He entered the meeting again at 3.00pm during consideration of clause 38. He was not present for clauses 32 to 37 inclusive.

Councillor Jim Jefferies left the meeting at 3.44pm during consideration of clause 40. He was not present for clauses 40 and 41 inclusive.

30-18 Apologies

Moved Rachel Bowen, seconded Jim Jefferies.

The **COMMITTEE RESOLVED**

1. That the Committee receive the apologies.

Clause 30-18 above was carried 13 votes to 0, the voting being as follows:

For:

The Mayor (Grant Smith) and Councillors Susan Baty, Brent Barrett, Rachel Bowen, Adrian Broad, Vaughan Dennison, Lew Findlay QSM, Leonie Hapeta, Jim Jefferies, Lorna Johnson, Karen Naylor, Bruno Petrenas and Aleisha Rutherford.

The meeting adjourned at 9.01am

The meeting resumed at 11.00am

When the meeting resumed Councillor Duncan McCann was present.

31-18 Late Item - Review of Joint Marketing Opportunities for Council Controlled Organisations

Moved Rachel Bowen, seconded Jim Jefferies.

The **COMMITTEE RESOLVED**

1. That the late item be received.

Clause 31-18 above was carried 13 votes to 1, the voting being as follows:

For:

The Mayor (Grant Smith) and Councillors Susan Baty, Brent Barrett, Rachel Bowen, Adrian Broad, Vaughan Dennison, Lew Findlay QSM, Jim Jefferies, Lorna Johnson, Duncan McCann, Karen Naylor, Bruno Petrenas and Aleisha Rutherford.

Against:

Councillor Leonie Hapeta.

32-18 Presentation - Manawatu Art Trail

Councillor Lew Findlay left the meeting at 11.13am

Ms Gunhild Litwin made a presentation regarding the Manawatu Art Trail, run by Square Edge Community Arts.

The mission of Square Edge Community Arts had been updated for 2019 with a

clear vision and mission statement and an emphasis on supporting community artists. The Manawatu Art Trail was a key initiative to address this theme. The Trail increased access to arts in a festival style form, celebrating a diverse range of arts and allowing artists to interact with the public.

There were plans to grow the event with a wider range of workshops over a larger period of time and improved publicity at a national level. The event was reliant on Palmerston North City Council funding and others.

Moved Rachel Bowen, seconded Jim Jefferies.

The **COMMITTEE RESOLVED**

1. That the Arts, Culture and Heritage Committee receive the presentation for information.

Clause 32-18 above was carried 13 votes to 0, the voting being as follows:

For:

The Mayor (Grant Smith) and Councillors Susan Baty, Brent Barrett, Rachel Bowen, Adrian Broad, Vaughan Dennison, Leonie Hapeta, Jim Jefferies, Lorna Johnson, Duncan McCann, Karen Naylor, Bruno Petrenas and Aleisha Rutherford.

Note: Councillor Rachel Bowen declared an interest in item 32-18 above.

33-18 Presentation – CEDA’s Distinguished Alumni of the Manawatu Project

Ms Janelle Deuchrass made a presentation regarding CEDA’s Alumni Project.

The first step of the project had been to name it. Iwi representatives had been engaged in the process and the name Te Aho Tamaka was decided. The project aimed to identify Manawatu leaders; people who were making a difference in their chosen industry. A wide range of sectors were included and the list would evolve as time goes on.

There was a programme launch in December that intended to promote the existence of the programme. Te Aho Tamaka would have standalone events and also link into other events in the Manawatu. There would be a website created that would give an opportunity for people to put names forward for the programme.

Moved Leonie Hapeta, seconded Karen Naylor.

The **COMMITTEE RESOLVED**

1. That the Arts, Culture and Heritage Committee receive the presentation for information.

Clause 33-18 above was carried 13 votes to 0, the voting being as follows:

For:

The Mayor (Grant Smith) and Councillors Susan Baty, Brent Barrett, Rachel Bowen, Adrian Broad, Vaughan Dennison, Leonie Hapeta, Jim Jefferies, Lorna Johnson, Duncan McCann, Karen Naylor, Bruno Petrenas and Aleisha Rutherford.

34-18 Deputation - Te Toa Manawatu

Mr Tim Wilson and Mr Trevor Mills made a deputation regarding the Te Toa Manawatu project.

The Committee were shown an image of the proposed bronze sculpture which was described as a typical soldier of that era. The proposed site for the sculpture was currently on the southern side of the river near the He Ara Kotahi bridge, and engagement with Rangitane would take place before the exact location was decided. A number of avenues were being pursued for funding, including Council.

It was anticipated that the sculpture would help to rebuild the relationship between Defence and the community and would be a destination for people.

Moved Rachel Bowen, seconded Leonie Hapeta.

The **COMMITTEE RESOLVED**

1. That the Arts, Culture and Heritage Committee receive the deputation for information.

Clause 34-18 above was carried 13 votes to 0, the voting being as follows:

For:

The Mayor (Grant Smith) and Councillors Susan Baty, Brent Barrett, Rachel Bowen, Adrian Broad, Vaughan Dennison, Leonie Hapeta, Jim Jefferies, Lorna Johnson, Duncan McCann, Karen Naylor, Bruno Petrenas and Aleisha Rutherford.

The meeting adjourned at 12.03pm

The meeting resumed at 1.00pm

When the meeting resumed Councillors Adrian Broad, Vaughan Dennison, Leonie Hapeta and Duncan McCann were not present.

35-18 Confirmation of Minutes

Moved Rachel Bowen, seconded Jim Jefferies.

The **COMMITTEE RESOLVED**

1. That the minutes of the Arts, Culture and Heritage Committee meeting of 10 September 2018 Part I Public be confirmed as a true and correct record.

Clause 35-18 above was carried 9 votes to 0, the voting being as follows:

For:

The Mayor (Grant Smith) and Councillors Susan Baty, Brent Barrett, Rachel Bowen, Jim Jefferies, Lorna Johnson, Karen Naylor, Bruno Petrenas and Aleisha Rutherford.

Councillor Vaughan Dennison entered the meeting at 1.01pm

Councillor Adrian Broad entered the meeting at 1.02pm

Councillor Leonie Hapeta entered the meeting at 1.06pm

36-18 Toa o Manawatū - Council Update

Memorandum, dated 23 October 2018 presented by the General Manager – Community, Debbie Duncan.

Moved Grant Smith, seconded Leonie Hapeta.

The **COMMITTEE RECOMMENDS**

1. That the Arts, Culture and Heritage Committee receive the memorandum titled `Toa o Manawatū' dated 23 October 2018 for information.

Clause 36.1 above was carried 12 votes to 0, the voting being as follows:

For:

The Mayor (Grant Smith) and Councillors Rachel Bowen, Jim Jefferies, Susan Baty, Brent Barrett, Adrian Broad, Vaughan Dennison, Leonie Hapeta, Lorna Johnson, Karen Naylor, Bruno Petrenas and Aleisha Rutherford.

Moved Grant Smith, seconded Leonie Hapeta.

2. That Council provide a letter of support for this project, in principle, to be signed by the Mayor.

Clause 36.2 above was carried 9 votes to 2, with 1 abstention, the voting being as follows:

For:

The Mayor (Grant Smith) and Councillors Susan Baty, Brent Barrett, Rachel Bowen, Adrian Broad, Vaughan Dennison, Leonie Hapeta, Jim Jefferies and Bruno Petrenas.

Against:

Councillors Lorna Johnson and Karen Naylor.

Abstained:

Councillor Aleisha Rutherford.

Note:

On a motion to add: "in principle" to the resolution, the motion was won 11 votes to 1, the voting being as follows:

For:

The Mayor (Grant Smith) and Councillors Susan Baty, Brent Barrett, Rachel Bowen, Adrian Broad, Vaughan Dennison, Leonie Hapeta, Jim Jefferies, Karen Naylor, Bruno Petrenas and Aleisha Rutherford.

Against:

Councillor Lorna Johnson.

The motion was then voted upon as part of the substantive motion.

37-18 Presentation of 2017-18 Annual Reports for Council-Controlled Organisations (Cultural)

Report, dated 24 October 2018 presented by the General Manager – Community, Debbie Duncan.

Councillor Duncan McCann entered the meeting at 1.25pm
Councillor Gabrielle Bundy-Cooke entered the meeting at 1.45pm
Councillor Leonie Hapeta left the meeting at 1.52pm

Moved Rachel Bowen, seconded Jim Jefferies.

The **COMMITTEE RECOMMENDS**

1. That the report titled `Presentation of the 2017-18 Annual Reports for the Council-Controlled Organisations (Cultural)' dated 24 October 2018 be received.
2. That the 2017-18 annual reports submitted by Globe Theatre Trust Board, Te Manawa Museums Trust Board, Caccia Birch Trust Board and Regent Theatre Trust Board be received.
3. That the Council notes the performance achieved by each of the four cultural CCOs.
4. That the Council thanks the board members, staff and volunteers of the cultural CCOs for their contributions and commitment during the 2017-18 year.

Clauses 37.1 to 37.4 inclusive above were carried 12 votes to 0, with 1 abstention, the voting being as follows:

For:

The Mayor (Grant Smith) and Councillors Susan Baty, Brent Barrett, Rachel Bowen, Adrian Broad, Vaughan Dennison, Jim Jefferies, Lorna Johnson, Duncan McCann, Karen Naylor, Bruno Petrenas and Aleisha Rutherford.

Abstained:

Councillor Gabrielle Bundy-Cooke.

38-18 Council Arts Funding

Report, dated 24 October 2018 presented by the General Manager – Community, Debbie Duncan.

Elected Members believed that the arts fund should align with Palmerston North City Council Strategy rather than purely to reinforce economic growth.

Moved Rachel Bowen, seconded Aleisha Rutherford.

The **COMMITTEE RECOMMENDS**

1. That the report titled `Council Arts Funding' dated 24 October 2018 be received.

Clause 38.1 above was carried 13 votes to 0, the voting being as follows:

For:

The Mayor (Grant Smith) and Councillors Susan Baty, Brent Barrett, Rachel Bowen, Adrian Broad, Gabrielle Bundy-Cooke, Vaughan Dennison, Jim Jefferies, Lorna Johnson, Duncan McCann, Karen Naylor, Bruno Petrenas and Aleisha Rutherford.

Moved Vaughan Dennison, seconded Jim Jefferies.

Councillor Lew Findlay entered the meeting at 3.00pm

2. That consideration is given through the next Annual Budget process to supporting the creation of a separate arts fund of \$50,000 to be available for more significant activities that align to Palmerston North City Council Strategy or require a higher level of funding.

Clause 38.2 above was carried 7 votes to 6, with 1 abstention, the voting being as follows:

For:

The Mayor (Grant Smith) and Councillors Brent Barrett, Rachel Bowen, Vaughan Dennison, Jim Jefferies, Duncan McCann and Aleisha Rutherford.

Against:

Councillors Susan Baty, Adrian Broad, Gabrielle Bundy-Cooke, Lorna Johnson, Karen Naylor and Bruno Petrenas.

Abstained:

Councillor Lew Findlay QSM.

Moved Vaughan Dennison, seconded Jim Jefferies.

3. That the Chief Executive be instructed to explore potential collaborative opportunities with external funding providers to increase the level of funding available to the arts sector.

Clause 38.3 above was carried 12 votes to 1, with 1 abstention, the voting being as follows:

For:

The Mayor (Grant Smith) and Councillors Susan Baty, Brent Barrett, Rachel Bowen, Adrian Broad, Gabrielle Bundy-Cooke, Vaughan Dennison, Jim Jefferies, Lorna Johnson, Duncan McCann, Karen Naylor and Bruno Petrenas.

Against:

Councillor Aleisha Rutherford.

Abstained:

Councillor Lew Findlay QSM.

37-18

Presentation of 2017-18 Annual Reports for Council-Controlled Organisations (Cultural) Continued

In discussion Elected Members believed the Lagoon Embankment, which was previously decided not to fund, should be referred to the next Annual Plan process.

Moved Brent Barrett, seconded Lorna Johnson.

The **COMMITTEE RECOMMENDS**

5. That the Caccia Birch – Lagoon Embankment improvements be referred to the Annual Plan 2019/2020.

Clause 37.5 above was carried 11 votes to 2, with 1 abstention, the voting being as follows:

For:

The Mayor (Grant Smith) and Councillors Susan Baty, Brent Barrett, Rachel Bowen, Adrian Broad, Gabrielle Bundy-Cooke, Vaughan Dennison, Jim Jefferies, Lorna Johnson, Duncan McCann and Bruno Petrenas.

Against:

Councillors Karen Naylor and Aleisha Rutherford.

Abstained:

Councillor Lew Findlay QSM.

39-18

Proposed Process for s17A Stage 2 Review of the Arts and Culture Organisations

Memorandum, dated 19 October 2018 presented by the Head of Community Planning, Andrew Boyle.

Councillor Leonie Hapeta entered the meeting at 3.16pm

Moved Rachel Bowen, seconded Jim Jefferies.

The **COMMITTEE RESOLVED**

1. That the Committee notes the proposed process and timeline for the Stage 2 Section 17A review of the arts and culture organisations.

Clause 39-18 above was carried 14 votes to 0, with 1 abstention, the voting being as follows:

For:

The Mayor (Grant Smith) and Councillors Susan Baty, Brent Barrett, Rachel Bowen, Adrian Broad, Gabrielle Bundy-Cooke, Vaughan Dennison, Lew Findlay QSM, Jim Jefferies, Lorna Johnson, Duncan McCann, Karen Naylor, Bruno Petrenas and Aleisha Rutherford.

Abstained:

Councillor Leonie Hapeta.

40-18

Review of Joint Marketing Opportunities for Council Controlled Organisations (CCOs)

Memorandum, dated 8 November 2018 presented by the General Manager – Marketing and Communications, Sacha Haskell.

Councillor Jim Jefferies left the meeting at 3.44pm

Moved Rachel Bowen, seconded Brent Barrett.

The **COMMITTEE RECOMMENDS**

1. That the Council notes the information provided in the memorandum

dated 12 November 2018 and titled 'Review of Joint Marketing Opportunities for Council Controlled Organisations (CCOs)'.

2. That future inclusion of a commitment by Cultural CCOs to joint marketing initiatives is reflected within the CCO Letters of Expectation and this is included as a result of the previous report dated 19 October 2018 and titled 'Proposed Process for s17a Stage 2 Review of the Arts and Culture Organisations'.

Clause 40-18 above was carried 14 votes to 0, the voting being as follows:

For:

The Mayor (Grant Smith) and Councillors Susan Baty, Brent Barrett, Rachel Bowen, Adrian Broad, Gabrielle Bundy-Cooke, Vaughan Dennison, Lew Findlay QSM, Leonie Hapeta, Lorna Johnson, Duncan McCann, Karen Naylor, Bruno Petrenas and Aleisha Rutherford.

41-18 Committee Work Schedule

Moved Rachel Bowen, seconded Adrian Broad.

The **COMMITTEE RESOLVED**

1. That the Arts, Culture and Heritage Committee receive its Work Schedule dated November 2018.

Clause 41-18 above was carried 14 votes to 0, the voting being as follows:

For:

The Mayor (Grant Smith) and Councillors Susan Baty, Brent Barrett, Rachel Bowen, Adrian Broad, Gabrielle Bundy-Cooke, Vaughan Dennison, Lew Findlay QSM, Leonie Hapeta, Lorna Johnson, Duncan McCann, Karen Naylor, Bruno Petrenas and Aleisha Rutherford.

The meeting finished at 4.01pm

Confirmed 11 February 2019

Chairperson

MEMORANDUM

TO: Arts, Culture and Heritage Committee

MEETING DATE: 11 February 2019

TITLE: Funding agreement between Palmerston North City Council and Palmerston North Public Sculpture Trust

DATE: 17 January 2019

PRESENTED BY: Debbie Duncan, General Manager - Community

APPROVED BY: Heather Shotter, Chief Executive

RECOMMENDATION(S) TO COUNCIL

1. That the memorandum titled "Funding agreement between Palmerston North City Council and Palmerston North Public Sculpture Trust" and dated 17 January 2019 be received for information.
 2. That Council approves the amended funding agreement between Palmerston North City Council and the Palmerston North Public Sculpture Trust.
 3. That Council approves an increase in operating budget in 2018/19 of \$50,000. This will be offset by removing the capital new budget in programme 367 (Public Sculptures/Arts Funding) of \$50,000 in 2018/19.
-

1. ISSUE

This memorandum supports the deputation made by Palmerston North Public Sculpture Trust (PNPST) Chairman Simon Barnett.

Council included \$50,000 per annum as a capital new budget for five years in the 2018-2028 Ten-Year Plan to support the Sculpture Trust's programme to acquire and install small-scale, high quality sculptures in public areas focussing on central Palmerston North.

Following this decision Council officers began discussion with PNPST on a new funding agreement for a five-year term from 2018-2023. Amendments have been made to the agreement reflecting the new strategic direction of Palmerston North City Council, legislative changes, and clarification of the funding process to ensure transparency around Council support for PNPST.

The new agreement will result in Council making an operating grant to PNPST for its contribution, rather than a capital purchase as is currently budgeted. Future funding for this programme of work will be budgeted as an annual operating grant of \$50,000.

2. BACKGROUND

The Palmerston North Public Sculpture Trust was formed in 2006 by members of the local arts and business community who saw an opportunity to enrich the central area of the city. Key outcomes sought by the Trust were to:

- a. increase public access to sculpture;
- b. raise the profile of the arts; and
- c. add to the vitality of our city centre.

Funds for the sculptures were raised by donations along with a contribution of up to \$50,000 per year from the Council. Assistance in lighting of each work was provided by Central Energy Trust. On completion, each sculpture has been gifted to the City of Palmerston North to be maintained by the Council.

As noted in the Palmerston North Arts Plan 2018-2021, Council's approach to public art is to support projects that help emerging and established artists develop and promote their creative skills, culture and stories, and to work with charitable trusts such as PNPST to make the arts more visible throughout the city. Council working closely with PNPST has created opportunities for coordinating public sculpture commissions with streetscape upgrades and renewals. This integrated approach to public art contributes directly to Palmerston North becoming an arts powerhouse with a national reputation for creativity and the arts.

The original funding agreement from 2008 (Attachment 1) requires updating to reflect the new strategic direction of Council, legislative changes, and to clarify the funding provided by Palmerston North City Council and the amount contributed by PNPST. This ensures that all parties are clear on the funding process, creating transparency for the community, and any new Trustees or Council officers who may become involved.

3. DISCUSSION

An amended funding agreement (Attachment 2) has been developed with the assistance of PNPST and Council's legal advisors. This includes removal of reference to funding from Council to match funds raised by the PNPST towards the costs of each sculpture of up to a maximum of \$50,000 per annum. Independent legal advice indicated that the clauses in the original 2008 agreement (e.g. clauses 1.1, 1.2, 2.2 and 12) relating to matched funding were unclear.

Over the last ten years PNPST has often contributed more than the \$50,000 plus GST towards funding costs for each sculpture provided by Council. For example, in the case of

PALMERSTON NORTH CITY COUNCIL

Who's Afraid by Paul Dibble, PNPST raised \$73,000 in public donations in addition to the \$50,000 PNCC grant towards the total cost of \$123,000 for the sculpture plus installation. As PNPST moves into a new programme to install smaller works, there may be occasions when less than \$50,000 plus GST is required from Council. In this case Council would fund the lesser of \$50,000 plus GST, or 50 percent of the GST inclusive price of the sculpture.

It is proposed that payment of the Council's grant be made to PNPST on completion of the commissioning agreement or contract to purchase between PNPST and the sculptor. This supports PNPST to pay any deposit required by the artist and assists PNPST with further fundraising.

If this agreement is approved a budget change for 2018/19 financial year will need to be made as the current budget sits as a capital new programme. Recommendation three above seeks an additional operating budget of \$50,000 with which to pay a grant to the PNPST in 2018/19. This will be offset by no longer requiring the current \$50,000 capital new budget in programme 367 (Public Sculptures/Arts Funding).

4. NEXT STEPS

If the recommendations are approved then officers will complete the signing of the funding agreement and commence progressing the new programme of works with the PNPST.

5. COMPLIANCE AND ADMINISTRATION

Does the Committee have delegated authority to decide? If Yes quote relevant clause(s) from Delegations Manual <Enter clause>	No
Are the decisions significant?	No
If they are significant do they affect land or a body of water?	No
Can this decision only be made through a 10 Year Plan?	No
Does this decision require consultation through the Special Consultative procedure?	No
Is there funding in the current Annual Plan for these actions?	Yes
Are the recommendations inconsistent with any of Council's policies or plans?	No
The recommendations contribute to Goal 2: A Creative and Exciting City	
The recommendations contribute to the outcomes of the Creative and Liveable Strategy	
The recommendations contribute to the achievement of action/actions in the Arts Plan	
The action is:	

<ul style="list-style-type: none"> • Administer arts funding for the sector: - Public Sculpture Trust • Strategic Partnerships: Work with community groups and charitable trusts e.g. S+ART, Public Sculpture Trust, and Creative Journeys to foster activities. • Encourage and foster experimentation and arts activities that cross boundaries, increase cultural diversity, and make the arts more visible throughout the city area (Toi Māori, Pacific, Asian, people with disability, LGBTQI, and other cultural and community groups). • Create and foster existing and new pathways that nurture new, developing and emerging artists and art forms and promote opportunities for people to participate in the arts and cultural experiences in Palmerston North. 	
Contribution to strategic direction	By adding vitality to the city centre, increasing public access to high quality art, and raising the profile of the arts in the City, the PNPST sculpture programme makes Palmerston North a creative and interesting place to be, supporting Priority 3 of the Creative and Liveable Strategy to develop the city into an arts powerhouse with a national reputation for creativity and the arts.

ATTACHMENTS

1. PNCC_PNPST Funding Agreement 2008 [!\[\]\(2ee47aa1cd39503e241f71f8c8d741ab_img.jpg\) !\[\]\(57f9c7916b31bd278e8d42ac2a528834_img.jpg\)](#)
2. PNCC_PNPST Funding Agreement 2019 [!\[\]\(742e0f36316a696f69691ccb3709f473_img.jpg\) !\[\]\(bb5f17fd2a71e4e9e8c4db34ce9a85b6_img.jpg\)](#)

FUNDING AGREEMENT

PARTIES:

1. THE PALMERSTON NORTH CITY COUNCIL (PNCC)
2. THE PALMERSTON NORTH PUBLIC SCULPTURE TRUST (PNPST)

BACKGROUND

This Funding Contract Agreement formalises the relationship and contractual requirements between the Palmerston North City Council and the Palmerston North Public Sculpture Trust.

1.0 FUNDING

1.1 PNCC

PNCC agrees to provide funding to PNPST to match funds raised by the PNPST towards the costs of each sculpture up to a maximum of \$50,000 per annum for a period of ten years. This funding is subject to review within the LTCCP process.

1.2 PNPST

PNPST agrees to provide a maximum of \$50,000 match funding towards the costs of each sculpture.

2.0 PALMERSTON NORTH CITY COUNCIL EXPECTATIONS OF THE PNPST

The parties hereby agree that:

PNPST

- 2.1 PNPST will use the grant only for the purpose outlined in Section 1 above.
- 2.2 Provide up to \$50,000 per annum.
- 2.3 The PNPST will use a professional process to select sculptors and to commission or purchase Works.
- 2.4 The PNPST will select suitable sites and gain approval from the PNCC.
- 2.5 The PNPST will provide lighting for the works and consult with the PNCC to determine the appropriate lighting plan.

- 2.6 Will comply with regulatory requirements such as resource consents or/and traffic management consents.
- 2.7 The PNPST will transfer ownership of the Works to the PNCC on completion of installation by means of a sale and purchase agreement that will include an obligation for the PNCC to maintain the Work in an appropriate manner.
- 2.8 Will take the lead in introducing pieces to the community
- 2.9 Promote new pieces of art as they are installed
- 2.10 Will be the spokesperson to media as and when necessary

3.0 PALMERSTON NORTH PUBLIC SCULPTURE TRUST EXPECTATIONS OF THE PALMERSTON NORTH CITY COUNCIL

PNCC

- 3.1 Confirm suitability of site, including identification of in-ground infrastructure.
- 3.2 Assist with regulator compliance as in 2.6 above provided this does not require additional PNCC funding.
- 3.3 Identify other issues, eg lighting.
- 3.4 Work with the artist and PNPST for best placement.
- 3.5 Work with installer to ensure all necessary systems (eg health & safety) are adhered to.
- 3.6 Will take full responsibility for the Work on notification that the installation is complete and a sale and purchase agreement has been signed.
- 3.7 Will maintain the sculpture
- 3.8 Will insure the sculptures

4.0 ACCOUNTABILITIES

The Palmerston North City Council expects **PNPST** to be accountable for its activities. The Council's accountabilities cover three main areas. These accountabilities are:

4.1 Reporting

- a A brief report on the completion of each work to be submitted to the Council which will cover the expectations outlined in Section 2.
- b A budget analysis of the costs to the programme, highlighting Palmerston North City Council's contribution.
- c Means by which the programme has positively acknowledged the Palmerston North City Council's support.

- 4.2 PNCC will promptly perform the obligations set out in section 3.

- 4.3 PNCC & PNPST will positively support the public sculpture programme and acknowledge the contributions and support of both parties.

5.0 OPERATIONAL PROCEDURES

PNPST will operate in an open and publicly transparent manner and will manage all administrative matters associated with its operations.

6.0 HEALTH AND SAFETY IN EMPLOYMENT

- 6.1 PNPST acknowledges to the Palmerston North City Council that it is familiar with the provisions of the Health and Safety in Employment Act 1992 its amendments, regulations and codes of practice; and
- 6.2 Failure to comply with the provisions of this subclause shall entitle PNCC to immediately terminate the contract.

7.0 PERIOD OF AGREEMENT

This agreement will cover the period from the date of signing to when the final sculpture is transferred.

8.0 PERFORMANCE ASSESSMENT

The Palmerston North City Council will assess the annual progress of the PNPST programmes against the expectations outlined in Sections 2, 3 and 4 above. Representatives of both parties to this agreement will discuss any issues relating to the achievement or non-achievement of the expectations. Such discussions will take place as soon as practical if any issues to be addressed have been identified.

9.0 TERMINATION

- 9.1 The Palmerston North City Council may terminate this agreement, with two months written notice, where it considers there are serious performance problems against the expectations outlined in this agreement.

9.2 In the event of termination, any funding, which has been released to match funds raised by the PNPST and has not been spent or committed to as part of the agreed purpose, will be returned by **PNPST** to the Palmerston North City Council.

10. PALMERSTON NORTH CITY COUNCIL WILL NOT BE LIABLE FOR LOSS OR DAMAGE

Notwithstanding section 3.8, Palmerston North City Council shall not be liable for any loss or damage whatsoever incurred or sustained by or any employee, agent, contractor, customer or volunteer.

11. ALTERATIONS AND VARIATIONS

No alteration to, deletion from or amendment to any of the provisions of this Contract shall be binding on the parties unless it is agreed to by the parties and recorded in writing.

12. PAYMENT

Palmerston North City Council will pay **PNPST** a sum not exceeding \$50,000 per annum upon receiving an appropriately worded invoice billed to PNCC.

Dated this _____ day of _____ 2008

Signed

Signed

Signed by authorised signatories of)
PALMERSTON NORTH PUBLIC)
SCULPTURE TRUST INCORPORATED)
And by affixing the common seal of the trust)
In the presence of:)

.....

Witness name:.....
Occupation:.....
Address:.....

Signed by authorised signatories of)
PALMERSTON NORTH CITY COUNCIL)
in the presence of:-)

.....

FUNDING AGREEMENT

FUNDING AGREEMENT:

BETWEEN PALMERSTON NORTH CITY COUNCIL
("PNCC")

AND PALMERSTON NORTH PUBLIC SCULPTURE TRUST
INCORPORATED ("PNPST")

BACKGROUND

This Funding Agreement formalises the relationship and contractual requirements between Palmerston North City Council and Palmerston North Public Sculpture Trust.

1. DEFINITIONS

- (a) "Approved Sculpture" means a sculpture approved by PNCC pursuant to clause 3.1 below.
- (b) "Grant" means the sum that PNCC agrees to pay towards an Approved Sculpture.
- (c) "Installation" means the erection and placement of an Approved Sculpture including all associated support structures and lighting at its permanent location.
- (d) "Purchase Price" means the price to acquire an Approved Sculpture including uplift from the Sculptor's studio and all costs of Installation.
- (e) "Sculptor" means the sculptor of the Approved Sculpture.
- (f) "the Parties" means the parties to this Agreement
- (g) "this Agreement" means the within Funding Agreement.
- (h) "Transfer" means the transfer of ownership of an Approved Sculpture in accordance with clause 5.11 herein.
- (i) "Working Day" means any day when registered banks in New Zealand are open for business however does not include Saturday or Sunday.

2. SCOPE

PNCC and PNPST will work collaboratively to develop a collection of high quality, small-scale sculptures over a period of five years from the

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date of this Agreement, focussed on but not limited to the Palmerston North City, CBD area.

3. APPROVAL PROCESS

- 3.1 Once a sculpture has been selected by PNPST it shall be notified in writing to PNCC for approval by PNCC. PNCC shall provide advice to PNPST as to whether approval is given or not within forty (40) Working Days of receiving such notice. For the purpose of clarification, "approval" by PNCC pursuant to this clause 3.1 shall not relate to the artistic merit or design of a proposed sculpture but, rather, shall relate only to regulatory matters and matters of cultural appropriateness.
- 3.2 On a sculpture being approved pursuant to clause 3.1 above, it shall be categorised as an Approved Sculpture. On a sculpture becoming an Approved Sculpture PNPST shall enter into an appropriate commissioning agreement in relation to the Approved Sculpture or contract to purchase the Approved Sculpture as provided for within this Agreement.

4. FUNDING

4.1 PNCC

PNCC shall provide a Grant to PNPST towards the Purchase Price of each Approved Sculpture, such Grant to be the lesser of the following:

- (a) \$50,000.00 plus GST; and
- (b) 50% of the GST inclusive Purchase Price of the Approved Sculpture;

subject to PNCC not being required to make any payment pursuant to this clause 4.1 over \$50,000.00 plus GST per PNCC financial year.

- 4.2 Any Grant payable by PNCC to PNPST pursuant to clause 4.1 above shall be subject to funding being approved by PNCC through its 10 Year Plan process.

5. PNPST OBLIGATIONS

PNPST agrees to:

- 5.1 Use any Grant only towards the Purchase Price.

- 5.2 Lead a professional process to select appropriate sculptors and to commission or purchase Approved Sculpture.
- 5.3 Work collaboratively with PNCC and Rangitāne o Manawatū to identify and select appropriate locations for placement of Approved Sculpture.
- 5.4 Work collaboratively with nominated PNCC officers on the planning and implementation of Installation of each Approved Sculpture.
- 5.5 Provide lighting for each Approved Sculpture and consult with PNCC to determine an appropriate lighting plan prior to Installation.
- 5.6 Arrange Installation in compliance with all legal requirements including territorial authority requirements in a safe and efficient manner.
- 5.7 Collaborate with the Sculptor and PNCC to prepare an appropriate maintenance plan for each Approved Sculpture.
- 5.8 Take the lead in introducing each Approved Sculpture to the community.
- 5.9 Collaborate with PNCC to organise the launch and promotion of each Approved Sculpture when Installation is completed.
- 5.10 Nominate a PNPST spokesperson to address the media as and when necessary.
- 5.11 Transfer ownership of each Approved Sculpture to PNCC on completion of Installation by signing any necessary transfer documentation as required by PNCC.
- 5.12 Positively acknowledge in relation to each Approved Sculpture, the contribution and support of PNCC.

6. PNCC OBLIGATIONS

PNCC agrees to:

- 6.1 Nominate PNCC officers to represent PNCC in relation to the matters referred to in clauses 5.3, 5.4, 5.6, 5.7 and 5.9.
- 6.2 Lead the liaison with Rangitāne o Manawatū to identify and select appropriate locations for placement of each Approved Sculpture.
- 6.3 Determine the location of placement of each Approved Sculpture in consultation with the Sculptor and PNPST.
- 6.4 Confirm the suitability of placement locations, including identification of in-ground infrastructure required as part of the Installation.
- 6.5 Identify infrastructure required in relation to Installation and compliance including with stakeholders and the community.

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- 6.6 Assist with compliance in relation to the obligation referred to in clause 5.6 above provided this does not require additional PNCC funding.
- 6.7 Work with contractors tasked with Installation to ensure all necessary legal requirements are satisfied.
- 6.8 On Transfer taking place, assume the risk of an Approved Sculpture and establish appropriate insurance cover as determined by PNCC.
- 6.9 Maintain each Approved Sculpture in accordance with the agreed maintenance plan referred to in clause 5.7 above.
- 6.10 Positively acknowledge in relation to each Approved Sculpture the contribution and support of PNPST.
- 6.11 Meet any ongoing electricity costs relating to lighting of an Approved Sculpture subsequent to Transfer taking place.

7. ACCOUNTABILITIES

PNCC requires PNPST to be accountable for its activities by providing to PNCC, when reasonably required by PNCC the following:

7.1 Reporting

- a Subsequent to Transfer, prepare a brief report relating to adherence by PNPST of its obligations as outlined in clause 5 above.
- b An analysis of the costs of acquiring and Installation each Approved Sculpture including the use of any Grant.
- c Subsequent to Transfer, provide all relevant information for insurance, maintenance and the curation of each Approved Sculpture.
- d Subsequent to Transfer, provide a report outlining how PNPST has positively acknowledged PNCC's support in relation to each Approved Sculpture.

8. OPERATIONAL PROCEDURES

PNPST will operate in an open and publicly transparent manner and will manage all administrative matters associated with its operations.

9. HEALTH AND SAFETY IN EMPLOYMENT

- 9.1 PNPST acknowledges to PNCC that it is familiar with the provisions of the Health and Safety at Work Act 2015 its amendments, regulations and codes of practice and will at all times, in relation to its functions and obligations under this Agreement, comply with the same; and

9.2 The Parties agree that failure to comply with the provisions of clause 9.1 above shall entitle PNCC to immediately terminate this Agreement by giving notice in writing to PNPST.

10. TERM OF AGREEMENT

This Agreement shall be deemed to have commenced on the 1st day of July 2018 and continue for a period of five (5) years however in the event, at the end of such five (5) year period, the Transfer of an Approved Sculpture has not been completed then this Agreement may continue at the discretion of PNCC, in relation to that particular Approved Sculpture until Transfer has taken place.

11. TERMINATION

11.1 Subject to clause 9.2 above, if PNCC determines that PNPST is in breach of this Agreement then it may give ten (10) Working Days notice requiring the breach to be rectified and in the event the breach is not rectified within that time period then PNCC may terminate this Agreement immediately by given notice in writing to PNPST.

11.2 In the event this Agreement is terminated then:

- (a) PNCC shall not be required to provide any Grant to PNPST in relation to an Approved Sculpture.
- (b) Any Grant in relation to an Approved Sculpture that has not been transferred to PNCC within twenty (20) Working Days of termination (including this Agreement coming to an end by effluxion of time) shall be repaid forthwith to PNCC.

11.3 In the event any Grant relating to an Approved Sculpture has been paid by PNPST to the Sculptor then PNPST shall immediately complete Transfer of that Approved Sculpture to PNCC. In such case, risk in the Approved Sculpture shall pass to PNCC and PNCC shall assume all further obligations relating to the Approved Sculpture including, Installation.

12. PNCC NOT LIABLE

PNCC shall not be liable whatsoever for any loss, damage or liability whatsoever incurred or sustained by PNPST or any employee, agent, contractor, customer or volunteer of PNPST in relation to PNPST undertaking any obligation or commitment as recorded within this Agreement.

13. ALTERATIONS AND VARIATIONS

No alteration to, deletion from or amendment to any of the provisions of this Agreement shall be binding on the Parties unless it is agreed to by the Parties and recorded in writing.

14. PAYMENT

Any Grant payable by PNCC to PNPST pursuant to clause 4 above shall not be paid until:

- (a) A commissioning agreement in relation to the Approved Sculpture or contract to purchase the Approved Sculpture is entered into between the Sculptor and PNPST and a copy is provided to PNCC; and
- (b) An appropriate GST invoice acceptable to PNCC has been provided by PNPST.

15. REPLACEMENT AGREEMENT

This Agreement replaces any previous agreement or arrangement entered into between the Parties prior to the date of this Agreement and constitutes the entire arrangement between the Parties in relation to the subject matter contained within this Agreement.

Dated this _____ day of _____ 2019

Signed for and on behalf of)
PALMERSTON NORTH PUBLIC)
SCULPTURE TRUST INCORPORATED)
 by the affixing)
 of its seal in the presence of:)

.....
 Witness name:.....
 Occupation:.....
 Address:.....

THE COMMON SEAL of THE
PALMERSTON NORTH CITY
COUNCIL was hereto affixed in
the presence of:

Mayor

Legal Counsel

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COMMITTEE WORK SCHEDULE

TO: Arts, Culture and Heritage Committee

MEETING DATE: 11 February 2019

TITLE: Committee Work Schedule

RECOMMENDATION(S) TO ARTS, CULTURE AND HERITAGE COMMITTEE

1. That the Arts, Culture and Heritage Committee receive its Work Schedule dated February 2019.

ATTACHMENTS

1. Committee Work Schedule [↓](#) 

ARTS, CULTURE AND HERITAGE COMMITTEE

COMMITTEE WORK SCHEDULE – FEBRUARY 2019

Item No.	Estimated Report Date	Subject	Officer Responsible	Current Position	Date of Instruction/ Point of Origin
1	November 2018	Annual Report for CCOs	General Manager, Community		
2	October– November 2018	Joint Marketing of Cultural CCOs	General Manager, Marketing & Communications		16 April 2018 Clause 10.2
3	November 2018	Terms of Reference and timeline for CCO s17a reviews	General Manager – Community		10 September 2018 clause 29.2
4	February 2019 April 2019	Outcomes of the National Young Performer Awards with proposals for future events and Council's commitment as Civic Partner	General Manager, Marketing & Communications	Awaiting report from Awards Organisation	Council 24 September 2018 clause 140-18
5	February 2019	Public Sculpture Trust	General Manager – Community		
6	February 2019 April 2019	Outcomes of the Fringe Festival	General Manager – Marketing and Communications	Awaiting report from Fringe Festival Contractor	
7	February 2019 April 2019	Programme 1157 commemorative programme post WW100 events	General Manager – Marketing and Communications	Information still to be gathered from PNDHAG	
8	April 2019	Draft Statements of Intent and six monthly reports for CCO's	General Manager – Community		
9	June 2019	Annual progress report on the development of a Military Heritage Theme across Council Programmes	General Manager, Strategy and Planning	On track	25 June 2018 clause 20.2
10	June 2019	Annual Report on maintenance and renewal plans and budgets for cultural facilities	Chief Infrastructure Officer		25 June 2018 Clause 19.2
11	September 2019	Final Statements of Intent for CCO's	General Manager – Community		

12	November 2019	Annual Report for CCO's	General Manager – Community	Annual report	
13	February 2020	Report back on S17A review and outcomes	General Manager, Strategy and Planning	On track	
14	TBA	Issues and options report on the audit issues facing Council Controlled Organisations	Chief Financial Officer		10 September 2018 clause 27.6
15	TBA	Potential collaborative opportunities with external funding providers to increase the level of funding available to the arts sector	General Manager – Community		12 November 2018 clause 38.3