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**PALMERSTON NORTH CITY COUNCIL**

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**AGENDA**

**SPORT AND RECREATION**

**COMMITTEE**

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**9AM, MONDAY 10 JUNE 2019**

COUNCIL CHAMBER, FIRST FLOOR, CIVIC ADMINISTRATION BUILDING  
32 THE SQUARE, PALMERSTON NORTH

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## MEMBERSHIP

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**Leonie Hapeta (Chairperson)**

**Duncan McCann (Deputy Chairperson)**

**Grant Smith (The Mayor)**

**Brent Barrett**

**Adrian Broad**

**Vaughan Dennison**

**Lew Findlay QSM**

**Jim Jefferies**

**Lorna Johnson**

**Bruno Petrenas**

**Aleisha Rutherford**

**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**

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**Heather Shotter**

**Chief Executive, Palmerston North City Council**

**Palmerston North City Council**

**W [pncc.govt.nz](http://pncc.govt.nz) | E [info@pncc.govt.nz](mailto:info@pncc.govt.nz) | P 356 8199**

**Private Bag 11034, 32 The Square, Palmerston North**



## **SPORT AND RECREATION COMMITTEE MEETING**

10 June 2019

### **ORDER OF BUSINESS**

NOTE: The Sport and Recreation Committee meeting coincides with the ordinary meeting of the Committee of Council and the Economic Development Committee meeting. The Committees will conduct business in the following order:

- Committee of Council
- Economic Development Committee
- Sport and Recreation 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. Deputation - Manawatu Mountain Bike Club** Page 7

**6. Deputation - Palmerston North Bowling Clubs** Page 9

**7. Confirmation of Minutes** Page 17

“That the minutes of the Sport and Recreation Committee meeting of 13 May 2019 Part I Public be confirmed as a true and correct record.”

**8. Bowling Club Merger Proposal** Page 23

Memorandum, dated 28 May 2019 presented by the Parks and Reserves Manager, Kathy Dever-Tod.

**9. Terrace End Bowling Club Site - Property Development Assessment** Page 31

Memorandum, dated 13 May 2019 presented by the Property Manager, Bryce Hosking.

**10. Potential Lease of 51 Amberley Avenue** Page 55

Memorandum, dated 17 May 2019 presented by the Property Manager, Bryce Hosking.



**11. Rangitāne Park - Consultation on the proposal to extend the lease area of Menzshed Manawatu to allow extension of the building they occupy** Page 61

Report, dated 2 May 2019 presented by the Parks and Reserves Manager, Kathy Dever-Tod.

**12. Ashhurst Domain - Proposal to lease area for a function venue** Page 95

Report, dated 20 May 2019 presented by the Parks and Reserves Manager, Kathy Dever-Tod.

**13. Committee Work Schedule** Page 201

**14. 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), General Manager - Marketing and Communications (Sacha Haskell), Sandra King (Executive

Officer) 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 Executive Leadership 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, Natalya Kushnirenko 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].

## DEPUTATION

**TO:** Sport and Recreation Committee

**MEETING DATE:** 10 June 2019

**TITLE:** Deputation - Manawatu Mountain Bike Club

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### RECOMMENDATION(S) TO SPORT AND RECREATION COMMITTEE

1. That the Sport and Recreation Committee receive the deputation for information.
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### SUMMARY

Mr Peter Wells from Manawatu Mountain Bike Club will present a deputation to the Committee providing an overview of the Clubs activities.

### ATTACHMENTS

Nil



## DEPUTATION

**TO:** Sport and Recreation Committee

**MEETING DATE:** 10 June 2019

**TITLE:** Deputation - Palmerston North Bowling Clubs

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### RECOMMENDATION(S) TO SPORT AND RECREATION COMMITTEE

1. That the Sport and Recreation Committee receive the deputation for information.
- 

### SUMMARY

Representatives from three bowling clubs will provide a Deputation to the Committee relating to a proposal for a single site for lawn bowling in the Palmerston North area.

### ATTACHMENTS

1. Submission [↓](#) 
2. Costings [↓](#) 

TO: PALMERSTON NORTH CITY COUNCIL

DATE: 20/5/19

**SUBMISSION ON BEHALF OF THREE LAWN BOWLING CLUBS  
RELATING TO A PROPOSAL FOR A SINGLE SITE FOR LAWN BOWLING  
IN THE PALMERSTON NORTH CITY AREA**

**INTRODUCTION**

This submission is made by a working party initially convened by all Palmerston North Lawn Bowling Clubs, namely Terrace End, Hokowhitu, Palmerston North, Northern and Takaro. Subsequent to its initial discussions the Palmerston North Bowling Club and the Hokowhitu Bowling Club have withdrawn their interest in a single site arrangement. The remaining three Clubs, through their appointees, have continued their investigation of the proposal.

The working party has, after considerable investigation and discussion with both the City Council and Sports Manawatu and within the respective Clubs, reached a stage where they can recommend to members of each of the three Clubs that all three Clubs site their home at the Northern Bowling Club. The Terrace End Bowling Club has recently held a meeting with its members who have informally agreed to play from the Northern Club site from 2020. The Takaro Club members have not yet held a formal discussion on the proposal.

It is unlikely that Clubs will make a firm decision on any joint venture until the response of Council is known, particularly relating to any possible contribution that would make the proposal financially viable.

**BACKGROUND**

The club membership of lawn bowling clubs in the city has been in decline for a considerable period. In 2009 there were 510 playing members among the five city clubs. In 2018 this had reduced to 286. Membership of the three clubs involved with this proposal has declined from 245 in 2009 to 150 in 2018. Although not quantified there has been a marked increase in non-membership playing participation in all clubs through business house or mates in bowls activities. In addition, clubs have entered into arrangements with other sporting clubs to jointly use clubroom facilities.

Over past years and most recently as two years ago there have been at least two attempts to achieve agreement on a central lawn bowling facility. Neither attempt has been successful although the thirst for and realisation that change is necessary has grown.

In 2018, with the involvement of Sports Manawatu, the Manawatu Bowling Centre Executive and with the knowledge and support of the City Council, the five city clubs agreed to form a working party to once again consider a single site arrangement.



Subsequently the Hokowhitu club withdrew after deciding that it desired to retain its own identity and location. The Palmerston North Club initially indicated that it would remain involved with the discussions but would be unlikely to join any single site location until that site had been established and had absorbed the other clubs. The Palmerston North Club owns its property. Subsequently the Club withdrew from the discussions and it is understood are developing their own bowling greens.

The remaining clubs through their working party have continued to consider the single site option with assistance from Sports Manawatu and the Council and are now able to provide both Council and their respective club members with specific information.

## ANALYSIS

Bowls New Zealand indicates that each lawn bowling green should be available for each 100 members. The working party accepts this analysis as an appropriate measure when it relates solely to competitive playing members. Our view is that with the drive towards public casual play and the regular club tournaments that attract bowlers from the whole area, including some from a distance, two greens would limit the numbers participating.

Casual players can tend to deliver bowls in a manner that may damage a natural green. Competitive bowlers are also not immune from this approach. Natural greens tend to be out of operation for a longer period following rain. For both reasons and to reduce the maintenance costs associated with natural greens it is our view that at least one green in the complex should be artificial. It is also our view that over a period and as funds permit all greens should be converted to an artificial surface. The ability to recruit qualified and competent greenkeepers is rapidly declining as has been demonstrated at, at least, two city clubs over the past year.

Lawn Bowls has been and still is, in most areas, a summer day sport dependant on suitable weather. Sport is increasingly becoming a casual affair with participants desiring to play when it suits them, increasingly in the evening rather than the weekend. If bowls is to maintain and increase its participation rate there must be facilities that enable this approach. For this reason and to enable all year-round participation an indoor facility is necessary. Where this type of facility is available there has been a clear demand and increase in participation. The new Naenae facility and the Paritutu club in New Plymouth are prime examples of a need being met.

With the Terrace End Club agreeing to transfer its headquarters to the Northern Bowling Club from 2020 while still retaining its own identity, and a new green fields site being financially firmly out of the equation, there remained only the Northern and Takaro sites to consider as the appropriate location.

The Northern Club currently has two natural greens with an out of service green at the rear of the club rooms which could be converted to an artificial green and later to a covered green. There is also an area currently occupied by the petanque club that was a previous bowling green that could possibly be converted to another artificial green if

demand increased to that extent. Both natural greens could be converted to an artificial surface.

The Takaro Club currently has one natural green and an artificial green. There is space to create up to two artificial greens on an area previously used by croquet. The current natural green could be converted to artificial and covered.

Accordingly, both clubs have the space to accommodate four greens that could be provided progressively as funds and demand allow. The initial stage of any central site should provide three greens. This means that both clubs would need to install an artificial green at an early stage. The covering of a green would follow when funds permit and as a final stage a fourth green would be desired.

The installation of an artificial green now has a council requirement to have a stormwater storage tank adjacent to retain and later release the water that would otherwise have been absorbed into the ground and slow released into the waterways. This requirement has a cost estimated at \$15000 per green plus plumbing.

The same requirement is placed on new sealed car parking areas and car parks now require sealing to reduce dust problems. The Takaro club, to enable sufficient car parking would convert an out of use green area to a sealed car park and as part of the cost would need to install a storm water tank.

Both Clubs current clubrooms would require upgrading, particularly in the kitchen area. Both clubs will also require new areas or alterations to provide a manager's office and an administrative office in addition to what is already provided. Takaro will need an extension to enable servicing of the increase in membership. Both clubs currently have other organisations using their facilities and this is likely to continue. Bowling club facilities throughout the country are becoming multipurpose as economic and social attitudes change.

Attached is a schedule indicating the estimated cost to each location to meet the needs of the first two stages. It will be noted that quotes have been obtained for the artificial greens and the conversion of a green to a car park. These are at current day prices. All other values are estimates although most have been provided from information supplied by Council Officers or Sports Manawatu. The cost of covering a green is to provide a better facility than at Naenae that, we understand has a heat and condensation problem. This facility is also required to meet improved standards, particularly if constructed at Takaro, relating to the public view.

Any centralisation discussion does not include only the physical and financial implications. Of equal if not more importance are the changes in the administrative arrangements, the constitutional requirements and the personal needs and feelings that eventuate. What may commence as a group of clubs may eventuate as a single club.

Of immediate need is a constitution that considers a new governance, administrative and financial structure that controls the facility, not only for bowlers but also for other organisations that may be accepted as users of the facility.

Currently Takaro has a constitution that with some alteration may be suitable as a blueprint. Northern would need to compile a new constitution

An essential area of any new or amended constitution will be the ability to appoint a Manager reporting to a governance body with authority, under delegation, to act, account and control the organisation. Liaison between groups will be a major involvement of any Manager. Additionally, each bowling club will need to contribute to a match committee to allocate green space appropriately.

Finally, the clubs recognise and acknowledge that each club must take steps to increase participation in the sport in both the membership and casual areas. The artificial and subsequently covered green in stage two will enable play when it would otherwise be impossible and will entice those who desire to “have a go” into a recurring experience. The location of the Northern Club is ideally situated to achieve an arrangement with the two secondary schools over the back fence for regular competitive play against each other and other Palmerston North colleges, the current Northern Club is already involved with schools. All clubs agree that they must maintain contact with all types of groups and organisations, both youth and elderly, to ensure the facility is in constant use. To be effective in this area it is essential that the artificial green is available at an early stage.

#### CONCLUSION

None of the above is possible without finance.

It is noted that Council has maintained the contribution towards the maintenance of grounds provided by Council to senior sporting codes at 5% of the annual cost. Lawn Bowling and Golf Clubs and there may be others, have always paid the full cost of maintaining their leasehold playing areas plus the buildings and facilities included. In addition, they have continued to pay a leasehold fee, water charges and at least a portion of the applicable rates. Lawn Bowling Clubs pay extra toilet charges based on the number provided despite limited use of this facility compared with, say, Motels.

Because of the Terrace End Bowling Club shifting to the Northern Club the land at Terrace End will revert to the Council and become available for sale or otherwise as Council decides. It has some value.

In the introduction we indicate that the Northern Club is the recommended single site. The development costs are a major factor in this recommendation as is the central site that the Northern Club provides.

On behalf of the Clubs we request that Council consider making a financial contribution equivalent to the value of stage one towards this major change to the lawn bowling community in Palmerston North and providing an indication of substantial financial support to stage two. Without some contribution it is unlikely that the proposals will eventuate. We also request that any such contribution be made, under any conditions that may be appropriate, to the current Northern Bowling Club to enable work to be undertaken at an early stage of the transition.



## COST ESTIMATES COMPARISON BETWEEN NORTHERN AND TAKARO

**NORTHERN****STAGE ONE**

New Artificial Green (Quote received)	\$280,740
Upgrade Clubhouse (estimate)	\$100,000
Demolition of entrance building & construct small replacement (estimate)	\$5,000
Possible Fire Safety upgrading	\$10,000
Stormwater Tanks (Council estimate) plus plumbing	\$18,000
Asbestos survey	\$2,500
Resource/Building Consent	\$15,000
Development Levy (possible)	\$20,000
Contingencies	<u>\$45,124</u>
<b>TOTAL ESTIMATED COST</b>	<b>\$496,364</b>

Council related costs included above \$35,000

**STAGE TWO**

Enclose one artificial green	\$2,400,000
Resource/Building Consent	\$20,000
Development Levy	\$100,000
Professional Fees	\$50,000
Contingencies	<u>\$257,000</u>
<b>TOTAL ESTIMATED COST</b>	<b>\$2,827,000</b>

Council related costs included above \$120,000

**TAKARO****STAGE ONE**

New Artificial Green (Quote Received)	\$315,740
Two Stormwater Tanks (Council estimate) plus plumbing	\$36,000
Convert green to sealed carpark (Quote received)	\$209,000
Resource consent	\$20,000
Development Levy (possible)	\$30,000
Removal of hedge	\$5,000
Contingencies	<u>\$61,574</u>
<b>TOTAL ESTIMATED COST</b>	<b>\$677,314</b>

Council related costs included above \$50,000

**STAGE TWO**

Convert natural green to artificial	\$281,000
Extension & Upgrade of Clubhouse (estimate)	\$300,000
Enclose artificial green	\$2,400,000
Stormwater tanks (Council estimate) plus plumbing	\$18,000
New vehicle crossing (Council Estimate)	\$9,000
Professional Fees	\$50,000
Resource/building consent	\$20,000
Development Levy	\$100,000
Contingencies	<u>\$347,800</u>
<b>TOTAL ESTIMATED COST</b>	<b>\$3,525,800</b>

Council related costs included above \$120,000





# PALMERSTON NORTH CITY COUNCIL

## Minutes of the Sport and Recreation Committee Meeting Part I Public, held in the Council Chamber, First Floor, Civic Administration Building, 32 The Square, Palmerston North on 13 May 2019, commencing at 9.00am

**Members Present:** Councillor Leonie Hapeta (in the Chair), The Mayor (Grant Smith) and Councillors Brent Barrett, Adrian Broad, Vaughan Dennison, Lew Findlay QSM, Jim Jefferies, Lorna Johnson, Duncan McCann and Bruno Petrenas.

**Non Members:** Councillors Susan Baty, Rachel Bowen, Gabrielle Bundy-Cooke, Karen Naylor and Tangi Utikere.

**Apologies:** The Mayor (Grant Smith) (early departure).

Councillor Tangi Utikere was not present when the meeting resumed at 10.45am. He entered the meeting at 10.46am. He was not present for clause 22.

### 1-19 Apologies

Moved Leonie Hapeta, seconded Vaughan Dennison.

#### The COMMITTEE RESOLVED

1. That the Committee receive the apologies.

Clause 20-19 above was carried 15 votes to 0, the voting being as follows:

#### For:

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

### 21-19 Public Comment

Ms Marilyn Bulloch made Public Comment regarding the reserve status of The Square.

Moved Leonie Hapeta, seconded Duncan McCann.

#### The COMMITTEE RESOLVED

1. That the public comment be received for information.

Clause 21-19 above was carried 15 votes to 0, the voting being as follows:

#### For:

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

The meeting adjourned at 9.04am

The meeting resumed at 10.45am

When the meeting resumed Councillor Tangi Utikere was not present.

## **22-19 Late Item**

Moved Leonie Hapeta, seconded Duncan McCann.

### **The COMMITTEE RESOLVED**

1. That the supplementary item, memorandum titled 'Intention to Grant a Lease over reserve land 51 Amberley Avenue', dated 10 May 2019 be received.

Clause 22-19 above was carried 14 votes to 0, the voting being as follows:

#### **For:**

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

Councillor Tangi Utikere entered the meeting at 10.46am.

## **23-19 Deputation - 2019 Manawatu Walking Festival**

Mr Frank Goldingham made a Deputation on how well the 2019 Manawatu Walking Festival went in March and what could be done in the future to make it a bigger event to attract more local and out of town visitors.

The Manawatu Walking Festival was now in its fifth year, and 156 people participated this year. The Festival comprised a number of different types of walks, including a sunset beach walk, tramps in Rangiwahia and the Tararuas, and this year an off-road bike ride along the Manawatu River around the city was included for the first time. The most popular events were the sunset beach and vineyard walks.

A number of organisations in the city provided assistance, including CEDA, who helped with marketing and managing social media.

Participants are charged a fee to cover costs (mainly buses); the cheapest event (Himatangi beach walk) costs \$29. It was thought that if the events were free the Festival would attract greater numbers.

Moved Leonie Hapeta, seconded Grant Smith.

### **The COMMITTEE RESOLVED**

1. That the Sport and Recreation Committee receive the deputation for information.

Clause 23-19 above was carried 15 votes to 0, the voting being as follows:

**For:**

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

**24-19**

**Deputation - Memorial Park Sports Trust Board**

Representing Memorial Park Sports Trust Board, Ms Sandy Nimmo (Acting Chairperson) made a Deputation to talk about the Trust's achievements to date along with how they hope to finish the total project in the near future.

It was estimated that \$157,000 needed to be raised to put in big capital items in Memorial Park.

Work needed to be done in the promotion/marketing space; it was suggested a PNCC Marketing/Comms person could be loaned to the Trust for around 8 hours per week to address this.

A handrail needed to be put in place for the stairs in the grandstand, and parking needed to be addressed. It was suggested a charge could be applied to the use of parks on the lower level. More disabled parking was required, and parking officers needed to be more vigilant with respect to people parking in disabled parking spaces without the required permit, as this was a regular occurrence.

Funding priorities have been set in the park masterplan. It was noted Central Football should be represented, although historically they have not always been in agreement with the Trust.

Some sections of the Memorandum of Understanding needed to be more flexible.

Moved Leonie Hapeta, seconded Lorna Johnson.

**The COMMITTEE RESOLVED**

1. That the Sport and Recreation Committee receive the deputation for information.

Clause 24-19 above was carried 15 votes to 0, the voting being as follows:

**For:**

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

**25-19**

**Submission - Intention to grant a lease over reserve land 51 Amberley Avenue**

Representing the Highbury Mixed Martial Arts Committee, Josh Kurene spoke to the submission dated 6 May 2019 and made the following additional

comments:

- Highbury Mixed Martial Arts (HMMA) only became aware of the proposed lease for 51 Amberley Avenue through other community organisations, and were informed when an enquiry was made that Palmerston North Judo Club (PNJC) were in the final stages of consultation to be the new lease holder.
- Notification on PNCC website simply stated that another group had applied to take over the lease, not that anyone else could apply.
- HMMA is a non-profit organisation providing free classes and would be open to a co-location arrangement with PNJC as equipment utilised for both classes could be shared.
- Suggest PNCC consider purchasing the hall which would enable more organisations to use the facilities.

Moved Leonie Hapeta, seconded Duncan McCann.

The **COMMITTEE RESOLVED**

1. That the Sport and Recreation Committee hear submissions from presenter who indicated their wish to be heard in support of their submission.

Clause 25-19 above was carried 15 votes to 0, the voting being as follows:

**For:**

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

**26-19 Confirmation of Minutes**

Moved Leonie Hapeta, seconded Duncan McCann.

The **COMMITTEE RESOLVED**

1. That the minutes of the Sport and Recreation Committee meeting of 8 April 2019 Part I Public be confirmed as a true and correct record.

Clause 26-19 above was carried 15 votes to 0, the voting being as follows:

**For:**

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

**27-19 New Deed of Lease for 113 Hillcrest Drive**

Memorandum, dated 5 April 2019 presented by the Property Manager, Bryce

Hosking.

Moved Leonie Hapeta, seconded Tangi Utikere.

The **COMMITTEE RECOMMENDS**

1. That Council as the administering body under the Reserves Act 1977, on behalf of the Minister of Conservation, approves the lease of land at 113 Hillcrest Drive, Palmerston North, to Ruahine Kindergarten Association Incorporated.
2. The Council agree to execute a new ten (10) year lease between Palmerston North City Council and Ruahine Kindergarten Association Incorporated for 113 Hillcrest Drive, Palmerston North.

Clause 27-19 above was carried 13 votes to 0, with 2 abstentions, the voting being as follows:

**For:**

Councillors Brent Barrett, Susan Baty, Rachel Bowen, Adrian Broad, Gabrielle Bundy-Cooke, Vaughan Dennison, Lew Findlay QSM, Leonie Hapeta, Jim Jefferies, Lorna Johnson, Duncan McCann, Bruno Petrenas and Tangi Utikere.

**Abstained:**

The Mayor (Grant Smith) and Councillor Karen Naylor.

**28-19**

**Reserves Classification Process**

Memorandum, dated 17 April 2019 presented by the Parks and Reserves Manager, Kathy Dever-Tod.

Moved Vaughan Dennison, seconded Duncan McCann.

The **COMMITTEE RESOLVED**

1. That the Committee receives the memo of 13 May 2019 titled 'Reserves Classification Process', dated 17 April 2019, outlining the process for classification of parks and reserves under the Reserves Act 1977.

Clause 28-19 above was carried 15 votes to 0, the voting being as follows:

**For:**

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

**29-19**

**Committee Work Schedule**

Moved Duncan McCann, seconded Leonie Hapeta.

The **COMMITTEE RESOLVED**

1. That the Sport and Recreation Committee receive its Work Schedule dated May 2019.

Clause 29-19 above was carried 15 votes to 0, the voting being as follows:

**For:**

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

**30-19                    Supplementary Item – Intention to Grant a Lease over reserve land 51  
Amberley Avenue**

Memorandum, dated 10 May 2019 presented by the Property Manager, Bryce Hosking.

Moved Tangi Utikere, seconded Leonie Hapeta

The **COMMITTEE RESOLVED**

1. That the memorandum titled 'Additional Information – Intention to Grant a Lease over reserve land 51 Amberley Avenue', dated 10 May 2019 be received.

Clause 30-19 above was carried 13 votes to 2, the voting being as follows:

**For:**

The Mayor (Grant Smith) and Councillors Brent Barrett, Susan Baty, Rachel Bowen, Adrian Broad, Gabrielle Bundy-Cooke, Lew Findlay QSM, Leonie Hapeta, Jim Jefferies, Duncan McCann, Karen Naylor, Bruno Petrenas and Tangi Utikere.

**Against:**

Councillors Vaughan Dennison and Lorna Johnson.

The meeting finished at 12.08pm.

Confirmed 10 June 2019

**Chairperson**



## MEMORANDUM

**TO:** Sport and Recreation Committee

**MEETING DATE:** 10 June 2019

**TITLE:** Bowling Club Merger Proposal

**DATE:** 28 May 2019

**PRESENTED BY:** Kathy Dever-Tod, Parks and Reserves Manager, Infrastructure

**APPROVED BY:** Tom Williams, Chief Infrastructure Officer

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### RECOMMENDATION(S) TO COUNCIL

1. That Council instruct the Chief Executive to use the Sports Facility Investment Process to complete the preliminary feasibility assessment for the proposed bowling club merger and report back to the appropriate Committee in November 2019.

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### 1. ISSUE

Council received an approach from the Bowling Clubs of Palmerston North regarding merger proposals at its 17 December 2018 meeting.

Council resolved:

56-18

1. That Council carry out a Property Development Assessment of land currently occupied by the Terrace End Bowling Club and report back in June 2019.
2. That Council request the Bowling Clubs prepare their merger proposal addressing code administration arrangements and future facility requirements and report back to the Council in June 2019.

The Property Development Assessment Report is attached to the agenda.

This memo provides comment on the Bowling Club merger proposal and the Sports Facility Investment process.

## 2. STRATEGIC FIT

### The Active Community Plan

#### 2.1 The Active Community Plan includes:

- Where we are now – Council currently supports Bowling Clubs by leasing reserve land, but memberships are declining to a level where decisions need to be made about accommodating the sport's future.
- Where we want to be – (not bowls specific)  
*The city's sport and recreation sector is strong, and leads the way in terms of innovative approaches to reversing declining participation rates and improving club sustainability.*  
  
*Council decisions about investment in sport facilities are informed by a wider regional perspective as well as by local community needs.*
- New ongoing actions to achieve the purpose – Facilitate sports code-led developments where there is a demonstrated community benefit.
- Specific programmes to achieve the purpose (with timeframe) – In the event of Bowling Clubs not requiring leases over Council land, assess need for other uses and convert the land to meet another sport or recreation need (by end 2022/2023).
- Actions considered but not included in this plan – Carry out needs assessment/feasibility studies on swimming pool provision and bowls.

### 10 Year Plan

- 2.2 The 10 Year Plan programme 1407 "Sportsfields - Vacated Bowling Club land conversion to other uses" allows \$191,000 over the 2020/21 and 2021/22 years to address any change in use of vacated land.

### Regional Sports Facilities Plan:

- 2.3 In August 2018 Council received the Regional Sport Facility Plan 2018 and a report on its implications for Palmerston North City Council.
- 2.4 The key finding for Bowls was "As demand warrants it, assess facility rationalization/optimizing opportunities (including assessment of Bowls Centre option)"

### 3. SPORTS FACILITY INVESTMENT PROCESS FRAMEWORK:

3.1 Council endorsed the facility investment process framework within the Regional Sport Facility Plan to guide decision-making for proposed sport and recreation facilities.

3.2 The evaluation criteria recommended in the Plan are broken down into two levels:

1. **Level One or Gateway Criteria** – *these look at the degree of alignment the facility/proposed facility has with national, regional and local plans and strategies (including alignment with the principles, criteria and recommendations of the Plan); the degree to which the projected needs are met, and the track record of the proponent organisation.*
2. **Level Two Criteria** – *the potential for operational and/or capital partnerships between stakeholders, the degree to which a (proposed) facility complements or optimises the existing or proposed network, the degree to which demand exceeds supply and the facility can meet the identified gap.*

#### 3.3 Gateway Criteria Assessment:

Principles for Gateway Criteria Assessment:

3.3.1 *Sustainability: Our network of facilities and the individual facilities themselves need to be sustainable in order to maximise benefits for residents.*

COMMENT: Stage One of the proposal, which includes the merger of three clubs, is a result of the current model being unsustainable. The question as to whether Stage Two, the proposed indoor green, will be sustainable will depend to some extent on the success or otherwise of Stage One and potentially on the willingness or not of further club mergers to occur.

The proposal notes the need to appoint a manager. Given the combined club still only has a limited membership it would be useful to see a combined operational budget that supports the proposed position and demonstrates its sustainability. Further information can be sought in a follow up report.

3.4 *Multi Use: Where appropriate facilities should be designed to enable multiple uses.*

COMMENT: The proposal notes other organisations using the facilities but does not provide any detail on those other users or any certainty about them relocating to, or continuing to operate out of, a merged club at North Street. Further information can be sought in a follow up report.

3.5 *Accessibility: Our facilities should be accessible to all residents regardless of income, ages and physical ability.*

COMMENT: No information is provided on bowling club membership costs and whether they are likely to change under the proposed merger. No information is provided on the

demographics of the club/s and what activities and programmes they undertake with other groups. Further information can be sought in a follow up report.

- 3.6 *Partnerships / Collaboration: Working together with partners to plan, develop and operate sport and recreation facilities will become increasingly important in order to optimise our network and maintain its sustainability.*

COMMENT: The clubs are demonstrating a partnership and collaboration approach. The rationalisation of the number of clubs will optimize the resource use and sustainability of the bowling club network.

- 3.7 *Adaptability / Functionality: It is important that our facilities be as adaptable and functional as possible as sport and recreation demands will likely change in the future.*

COMMENT: The Stage One proposal will remain adaptable in that if numbers continue to decline then conversion of natural greens to other uses is relatively straightforward.

Adaptability and functionality of the indoor green in Stage Two would require further consideration.

There are limited opportunities for indoor greens to be used for alternative activities as the bowling surface is specialised.

There would be a trade-off between the adaptability of the space and cost – for example allowing a roof height that may allow for conversion to an alternative sporting code requires a greater up front and operational costs (e.g. heating). From some limited investigations into indoor greens in other towns in the past, there was limited adaptability of the facilities – though the investigation was limited and further investigations into the Stage Two indoor green would be beneficial.

- 3.8 *Community Return on Investment: It is important that any capital investment delivers a justifiable community return (measured both socially and economically) to residents.*

COMMENT: The social return is the strengthening of 3 separate clubs into a combined club. This will generate additional social connectivity.

Economically the merged club will have lower overheads compared to the three current clubs, and therefore should be more sustainable.

The requested contribution for Stage One cost/player is \$496,364/150 members = \$3,309 per member. Assuming an average of 300 uses per week \$496,364/300 = \$1,654 per user week.

The 'substantial contribution to Stage Two' has not been defined in the proposal but it could be assumed to be at least the same again.

By way of comparison Council recently contributed:

- \$500,000 towards a new hockey turf. \$500,000/3007 members = \$166 per member or in terms of expected uses per week \$500,000/840 = \$595 per user week

- \$1.4 million for a new artificial pitch at Arena Manawatu for Rugby and Football. Using the average membership of the two codes  $\$1.4\text{million} / 3,157 = \$443$  per player or in terms of expected uses per week  $\$1.4\text{million} / 840 = \$1,667$  per user week.

- 3.9 *Avoid Overprovision / Duplication: Over provision or unnecessary duplication of facilities should be avoided.*

COMMENT: The proposal reduces over provision in bowling club facilities and overhead duplication.

- 3.10 *Appropriate Maintenance: Our existing and planned sport and recreation facilities need to be appropriately maintained throughout their projected lifespan to ensure they deliver benefit.*

COMMENT: No draft operational budgets are provided as part of the proposal. Further information can be sought in a follow up report.

- 3.11 Assessment Process:

The process has six key work stages:

1. *Facility Concept Outline: A short outline which summarises the proposed project and key facts.*
2. *Preliminary Feasibility Assessment: A high level assessment which tests the viability of the facility concept.*
3. *Detailed Feasibility Assessment: A detailed assessment which examines holistically all areas of the potential facility development.*
4. *Memorandum of Understanding: A MoU will set out what different partners expectations are, provided they have decided to progress examining the project further.*
5. *Detailed Business Case: This analysis examines the financial implications of the proposed development in greater detail.*
6. *Negotiate Partner and Funding Agreements: Should the project be supported following the earlier analysis stages, partnership and funding agreements will need to be negotiated between the parties.*

Attachment One contains the full process flow chart.

#### 4. THE BOWLS PROPOSAL ASSESSMENT STAGE

- 4.1 The Bowls proposal contained in their deputation report provides the *Stage 1: Facility Concept Outline* and goes some way towards the *Stage 2: Preliminary Feasibility Assessment*.
- 4.2 Further work on the *Preliminary Feasibility Assessment* is needed. This would include:
- Detail on existing and potential other users of the facility (including the clubrooms) and their level of commitment.
  - Information on the accessibility of bowls – membership costs, demographics and any special accessibility programmes e.g. youth bowling initiatives, schools' programmes.
  - Indicative operational budgets for the combined club including income and expenses.
  - Architectural conceptual and Quantity Surveyors rough order estimates on Clubhouse upgrade requirements including demolition, upgrades, fire safety, and stormwater detention costs.
  - Architectural and quantity surveyor revision of previous engineers' rough order estimates on the indoor green proposed as Stage Two.
  - The indoor green location vs the NZCT Cricket Centre including:
    - building size including foundations.
    - the maximum building height to avoid unacceptable shade effects.

#### 5. NEXT STEPS

- 5.1 Work with Bowls to gather the missing information, as per section 4.2 and provide it to Council officers to complete the preliminary feasibility assessment.
- 5.2 Report back to the first appropriate meeting in November.



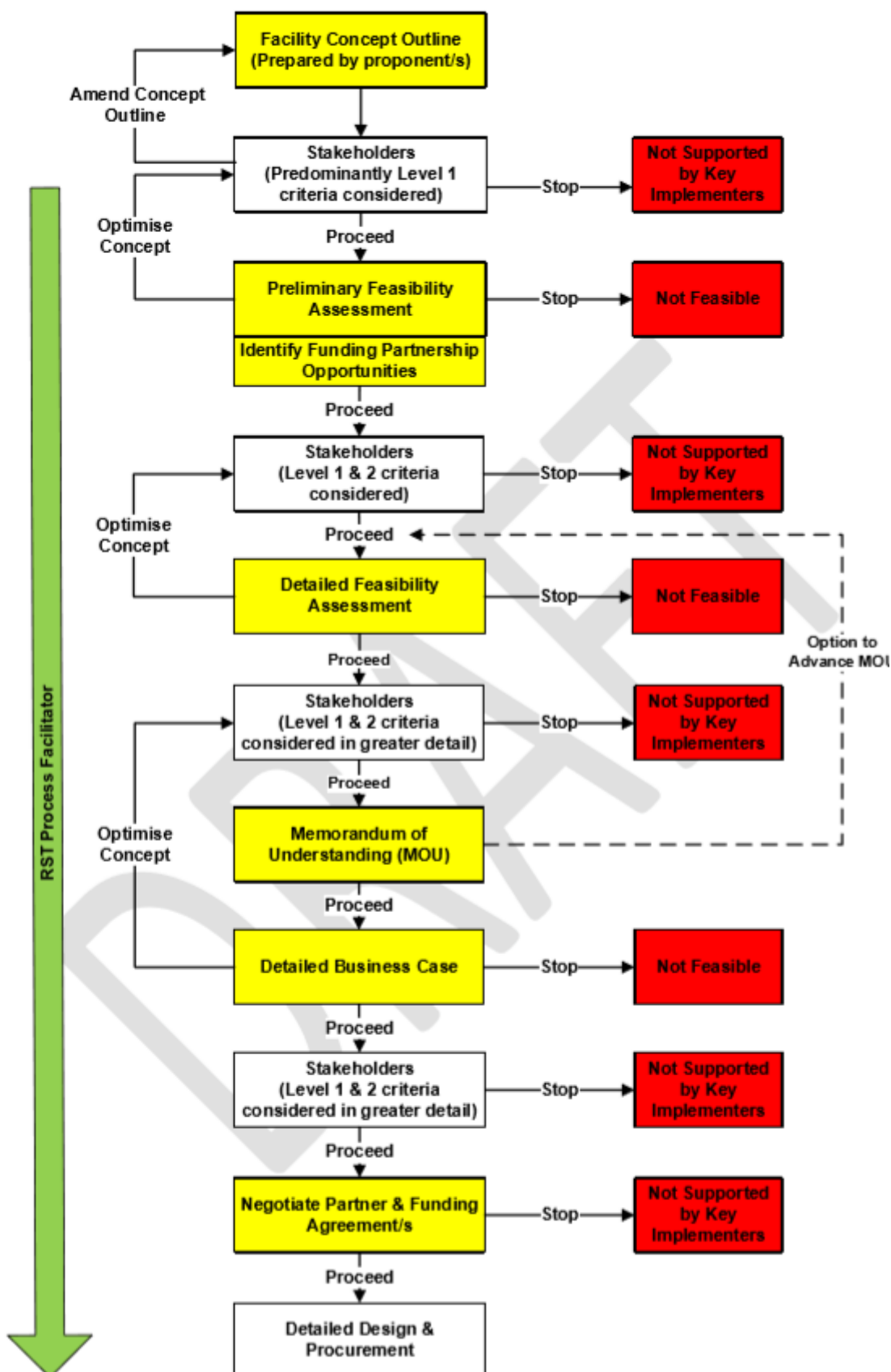
## 6. COMPLIANCE AND ADMINISTRATION

Does the Committee have delegated authority to decide?	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?	No
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 Active Community Plan	
The action is:	
Facilitate sports code-led developments where there is a demonstrated community benefit.	
In the event of Bowling Clubs not requiring leases over Council land, assess need for other uses and convert the land to meet another sport or recreation need (by end 2022/2023).	
Contribution to strategic direction	

## ATTACHMENTS

1. Sports Facilities Investment Decision Process [↓](#) 

Figure 5.1: Full Facility Investment Decision Making Process

**Note:**

Stakeholders may include the likes of Local Authorities, Sport Manawatu, Sport Wanganui, Department of Conservation, Community Funders, SNZ, RSO, NSO, Schools, and MOE.

## MEMORANDUM

**TO:** Sport and Recreation Committee

**MEETING DATE:** 10 June 2019

**TITLE:** Terrace End Bowling Club Site - Property Development Assessment

**DATE:** 13 May 2019

**PRESENTED BY:** Bryce Hosking, Property Manager, Infrastructure

**APPROVED BY:** Tom Williams, Chief Infrastructure Officer

### RECOMMENDATION(S) TO COUNCIL

1. That Council receives the report titled 'Terrace End Bowling Club Site – Property Development Assessment' dated 13 May 2019, and it be considered in conjunction with the merger proposal being presented by Bowling Club representatives at the same Committee Meeting.
2. That it be noted that any proposal to dispose or develop the 17 Summerhays Street site would be subject to a consultation process under Section 138 of the Local Government Act 2002.

### 1. ISSUE

- 1.1 A deputation was presented to the Sport and Recreation Committee on 17 December 2018 by representatives of the Palmerston North based Lawn Bowling Clubs in relation to a proposed merging of most of the city's bowling clubs to a combined and upgraded facility.
- 1.2 In the same Sport and Recreation Committee meeting, the above deputation was followed by the report titled 'Bowling Clubs Merger Proposal'. The Committee made the following two recommendations:
  1. *That Council carry out a Property Development Assessment of land currently occupied by the Terrace End Bowling Club and report back in June 2019.*
  2. *That Council request the Bowling Clubs prepare their merger proposal addressing code administration arrangements and future facility requirements and report back to the Council in June 2019.*
- 1.3 This report is the direct response to recommendation 1 in Clause 1.2 above.
- 1.4 For clarity, this report assumes the Council-owned site at 17 Summerhays Street, currently leased to Terrace End Bowling Club, becomes vacant by the proposed merger and Council can consider development options for the site.

- 1.5 In response to recommendation 2 in Clause 1.2, Bowling Club representatives are presenting their merger proposal independent to this report.
- 1.6 Council Officers are aware that there are a several other user groups of the current bowling clubrooms. Officers are unsure of the level of consultation or engagement the Terrace End Bowling Club has had with these user groups about a potential merger and relocation.

## 2. PROPERTY DEVELOPMENT ASSESSMENT

- 2.1 The site at 17 Summerhays Street was purchased by Council after the bowling club lost their land to a mortgagee sale in 1937.



- 2.2 The site is a 7,664m<sup>2</sup> freehold site with dual access points from two 4m wide accessways off Summerhays and Ruahine Streets. The site is in an established residential area, surrounded by residential dwellings, and is fully serviced.
- 2.3 All buildings and structures on the site are owned by the bowling club themselves and serve as clubrooms from the club and several other user groups. There is no registered asbestos in the building.

### Land Status and Zoning Considerations

- 2.4 The land is not a reserve under the Reserves Act 1977. However, it would still meet the definition of a park under Section 138 of the Local Government Act 2002. This means public consultation is required prior to any proposed sale, disposal or redevelopment of the site.
- 2.5 As half of the land is zoned recreation and the other half residential, the recreational portion would need to be rezoned to residential prior to development starting. For clarity, this would only occur if Council resolved to sell or dispose of the land, and after the public consultation in Clause 2.4 is complete.

### Potential Access Development

- 2.6 The current accessways off Summerhays and Ruahine Streets are not wide enough to be formed into a standard road as they are only 4m wide.
- 2.7 Council Officers would need to explore design options that utilise the existing accessways such as a one-way lane or consider purchasing a neighbouring property to form a road corridor.
- 2.8 If Council's preferred option was to try purchase a neighbouring property, Council Officers would need to undertake negotiations, and if successful, bring back to Council for consideration. There is currently no budget provision in the current 10-year plan for such a purchase.

## **3. DEVELOPMENT OPPORTUNITIES**

- 3.1 High-level summary of Council's development options:

Option	Potential Revenue	Risk	Alignment with Strategies/ Plans
Sell site to private developer	\$1,200,000	Low	- Housing and Future Development Plan - Housing Needs Assessment
Subdivide and sell as sections – High, Medium or Mixed Density Options	\$2,400,000 – \$2,500,000	Low	- Housing and Future Development Plan - Housing Needs Assessment
Council Building Housing	\$7,000,000	High	- Housing and Future Development Plan - Housing Needs Assessment
Partner with a group builder/ developer	\$3,500,000	Medium	- Housing and Future Development Plan - Housing Needs Assessment
Council develop as social housing	N/A	Medium	- Social Housing Plan - Housing Needs Assessment
Develop – Recreation/ community use	N/A	Low	- Active Community Plan

- 3.2 The costs of development would need to be scoped and costed as part of the detailed development plan for the site. Potential revenues is subject to market influences and a valuation would need to be obtained prior to selling sections.
- 3.3 To provide some high-level visual options for this report, 4Sight Consulting were engaged to provide some potential layouts of a subdivision. These options are in the attachment to this report. There are 3 options provided:
- a) A development of smaller 350m<sup>2</sup> sections. (Refer Attachment Option A, Clause 3.4);
  - b) A more “traditional” subdivision comprising of 600-700m<sup>2</sup> sections. (Refer Attachment Option B);
  - c) A combination of the a) and b) options. (Refer Attachment Option C).
- 3.4 In addition to the options attached, there is also an opportunity for Council create a more intensified multi-unit housing development of say 300m<sup>2</sup> sections.
- 3.5 This site represents a unique opportunity for the Council to show leadership by providing a quality multi-unit housing development in location close to services and amenities that challenges the traditional housing typologies being delivered by the market.
- 3.6 Provision of housing is consistent with the City Development Strategy and Housing and Future Development Plan. For reference, the below extracts are particularly relevant:
- *Council will pursue the opportunity to use more public land for housing, particularly the vacant Housing NZ block. Council also has a significant property portfolio that can be used to contribute to city growth and development, while also providing revenue. This could include repurposing underutilised land or identifying land where uses can be relocated to enable sustainable housing development and intensification.*
  - *Despite considerable new house building activity, the types of housing being provided will not meet changing demographics and needs. Council needs to be much more responsive in how it provides land for housing and supports a greater choice of housing choice.*
  - *The planning framework enables apartments in or near the city centre, including as part of a mixed-use development. Council will actively identify opportunities and reduce barriers to city centre living and brownfield development.*
  - *Council will provide support for multi-unit developments, minor dwellings and city centre living, to reduce risks and uncertainty over design and consents. Co-creation is critical to encouraging these housing types, which are unfamiliar to the Palmerston North development community.*
  - *Developers deliver new forms of housing, in particular brownfield developments.*
  - *Council and Government land is used for affordable housing.*
  - *Council is proactive in promoting affordable housing.*

- 3.7 In summary, Council has several development options it could create on the site. The option Council pursues will ultimately be determined by Council's appetite for risk and financial considerations, as well as the outcome of community consultation.

#### 4. NEXT STEPS

- 4.1 Providing the site is vacated by the Terrace End Bowling Club either at the end of their current lease term, or if they surrendered their lease, and providing Council wish to proceed with development of the site, the next step will be to begin the public consultation process exploring options for future use of the site.

#### 5. COMPLIANCE AND ADMINISTRATION

Does the Committee have delegated authority to decide?	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?	No
Are the recommendations inconsistent with any of Council's policies or plans?	No
The recommendations contribute to Goal 1: An Innovative and Growing City	
The recommendations contribute to the outcomes of the City Development Strategy	
The recommendations contribute to the achievement of action/actions in the Housing and Future Development Plan	
The action is: To identify Council and Government land is used for affordable housing.	
Contribution to strategic direction	<p>The City Development Strategy states:</p> <p>Council will pursue the opportunity to use more public land for housing, particularly the vacant Housing NZ block. Council also has a significant property portfolio that can be used to contribute to city growth and development, while also providing revenue. This could include repurposing underutilised land or identifying land where uses can be relocated to enable sustainable housing development and intensification.</p>

#### ATTACHMENTS

1. 17 Summerhays Street Development Options [↓](#) 







PALMERSTON NORTH  
**CITY COUNCIL**

**PALMERSTON NORTH CITY COUNCIL**

# **17 SUMMERHAYS STREET**

*- Subdivision Concept Study-*

*April 2019*





# Existing situation\_Site location







**Existing situation\_**Site photos







# Existing situation\_Site surrounds







# Option A\_Townhouse Development

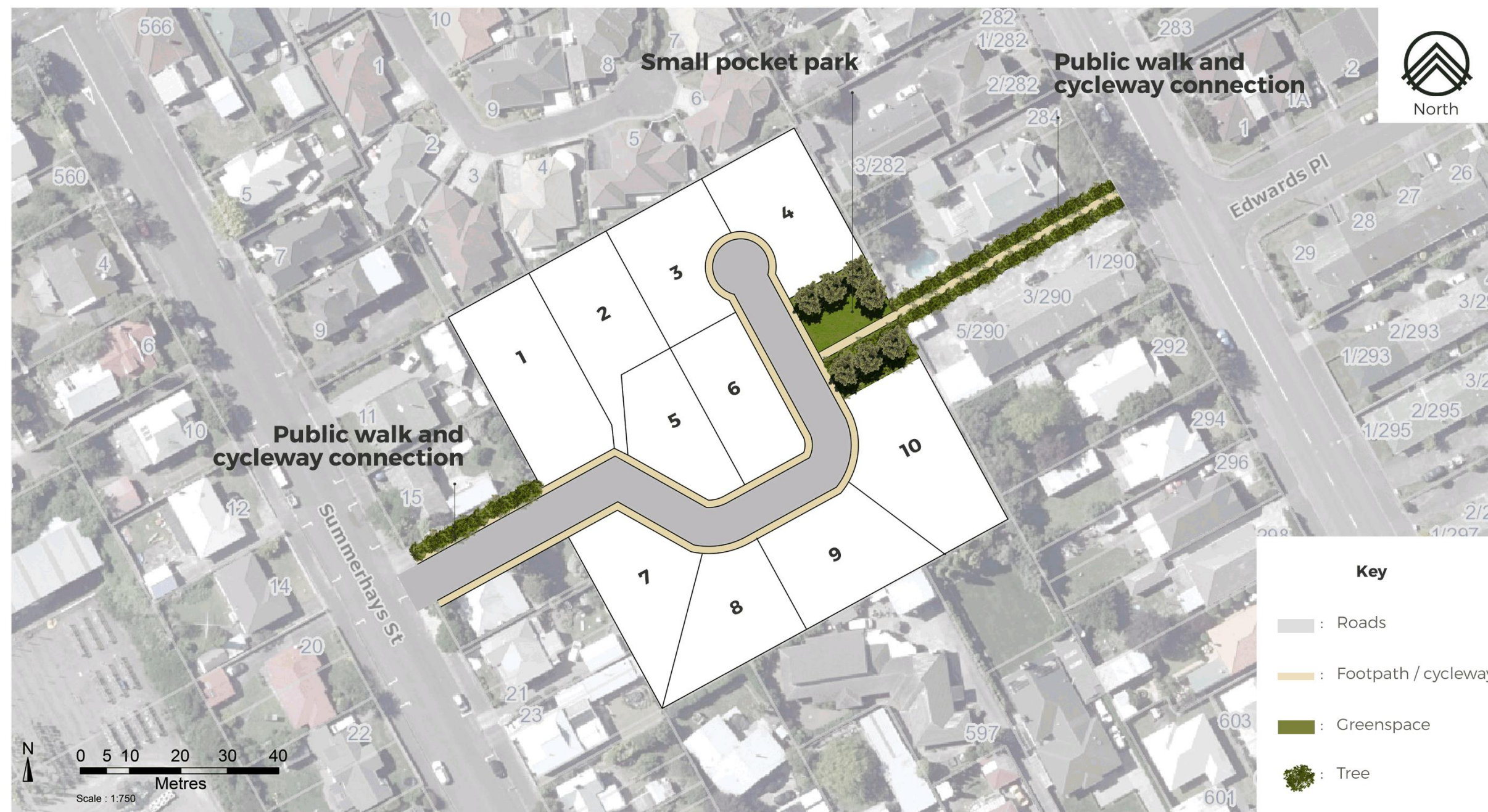


TOWNHOUSE





# Option B\_Typical Subdivision



TYPICAL





# Option C\_Mixed Lot Sizes



MIXED





## Perspective\_Existing public walk situation







## Perspective\_Indicative entry walk perspective







## MEMORANDUM

**TO:** Sport and Recreation Committee

**MEETING DATE:** 10 June 2019

**TITLE:** Potential Lease of 51 Amberley Avenue

**DATE:** 17 May 2019

**PRESENTED BY:** Bryce Hosking, Property Manager, Infrastructure

**APPROVED BY:** Tom Williams, Chief Infrastructure Officer

### RECOMMENDATION(S) TO COUNCIL

1. That Council as the administering body under the Reserves Act 1977, on behalf of the Minister of Conservation, approves the lease of land at 51 Amberley Avenue, Palmerston North, to Palmerston North Judo Club Incorporated for a recreation activity.
2. The Council agree to execute a new three (3) year lease (with a right of renewal) between Palmerston North City Council and Palmerston North Judo Club Incorporated for 51 Amberley Avenue, Palmerston North.

### 1. ISSUE

- 1.1 The current lease of 51 Amberley Avenue to the Scout Association of New Zealand expires of 31 May 2019. Scouts did not wish to enter a new lease. For clarity, this was a land lease only, and the scout hall building on the site is owned by the Scout Association, not Council.
- 1.2 As the Scout Association does not wish to enter a new lease, they had the following options:
  - Remove the building and make good the site;
  - On-sell the building to another party to either enter a new ground lease or remove the building;
  - Or Sell the building to Council if couldn't sell to another party.
- 1.3 For clarity, as the building is not owned by Council, Council typically would not be involved in the terms of any sale of the building, including whom it was sold to.

- 1.4 The Scout Association of New Zealand have signed an Agreement to Transfer Ownership of Improvements to sell the building to Palmerston North Judo Club Incorporated. This agreement is conditional on the Judo Club obtaining a lease of the land at 51 Amberley Avenue from Palmerston North City Council.
- 1.5 The public notification process required under the Reserves Act 1977 has been followed. Notification was placed in the public notices about the intention to grant a new lease, inviting any submissions.
- 1.6 A single submission was received by the Highbury Mixed Martial Arts Trust on 6 May 2019, which was the last day for submissions.
- 1.7 This submission was presented to the Sport and Recreation Committee on 13 May. This submission asked for one of the following:
  - Council issue a ground lease to the Highbury Mixed Martial Arts Trust instead of to the Judo Club;
  - Council issue the lease to the Judo Club, but then assist by brokering a deal whereby the Highbury MMA can use the building for a nominal fee;
  - Council attempt to purchase the building from the Scouts and lease it out to several organisations as a community and recreation facility.
  - An important note was that Highbury MMA was not in a financial position to purchase the building itself.
- 1.8 After taking this submission into consideration, Council needs to decide how it wishes to proceed.

## 2. COUNCIL'S OPTIONS

- 2.1 Council has the following options to consider:
  1. Approve a land lease to the Palmerston North Judo Club Incorporated.
    - a. This would result in the Judo Club taking ownership of the building.
    - b. Council could consider attempting to broker a deal with the Judo Club to space share with Highbury MMA, but this would be their decision.
  2. Approve a land lease to Highbury Mixed Martial Arts Trust.
    - a. Highbury MMA would then need to try secure use of the building from Scouts.
  3. Attempt to purchase the building and lease it out to several organisations as a community and recreation facility.
  4. Do not proceed with any of the above.
    - a. Scouts would need to remove the building.

### 3. BACKGROUND/ ADDITIONAL INFORMATION

#### General Considerations

- 3.1 As a non-profit sporting organisation, the Judo Club meets the requirements of Section 54 of the Reserves Act 1977.
- 3.2 Both the Scout Association of New Zealand and Palmerston North Judo Club Incorporated were advised of the process and entered into the Agreement fully aware that a public notification process required under the Reserves Act 1977, along with approval from the local authority on behalf of the Minister of Conservation to lease the land.
- 3.3 To inform this report, Council Officers spoke to Palmerston North Judo Club representatives to investigate the opportunity of them space sharing with Highbury Mixed Martial Arts.
- 3.4 The Judo Club representatives said they were *“very reluctant in committing to this”*. They were concerned there would be *“significant timetable and usage clashes with the two clubs”*.
- 3.5 The Scout Association of New Zealand are asking \$7,500 for the purchase of the building.

#### Building Condition

- 3.6 There are several immediate building issues that need to be remedied by the purchaser of the building as it is being sold in a “as is, where is” condition:
  - All the wooden window frames are rotten and need replacing;
  - The building has been leaking at some stage, as a result large portions of the ceiling needs to be replaced;
  - The steps at the rear door exit need to be replaced;
  - There are several fire compliance issues that need to be remedied including alarms, extinguishers, and door signage;
  - The doors are not secure and would probably need to be replaced.
- 3.7 If Council purchased this building, both the initial purchase and these works would be an additional unbudgeted expense.

#### Notification Requirements

- 3.8 The public notification process required under the Reserves Act 1977 has been followed. Section 117 of the Reserves Act 1977 states the following in respect to notifications of an intention to grant a new lease:

## PALMERSTON NORTH CITY COUNCIL

(1) Where this Act requires anything to be publicly notified or refers to public notification, the subject matter shall, unless this Act specifically provides otherwise, be published as follows:

(a) where the notification relates to a national reserve or proposed national reserve, or any part thereof, it shall be published—

(i) once in the Gazette; and

(ii) once in a newspaper circulating throughout the area in which the reserve or proposed reserve is situated; and

(iii) once in each of 2 daily newspapers published in the cities of Auckland, Wellington, Christchurch, and Dunedin; and

(iv) in such other newspapers (if any) as the Minister directs:

(b) where the notification relates to any other reserve or proposed reserve, it shall be published—

(i) once in a newspaper circulating in the area in which the reserve or proposed reserve is situated; and

(ii) in such other newspapers (if any) as the administering body decides:

provided that any notification under section 16(4) relating to a nature reserve or scientific reserve or a proposed nature reserve or scientific reserve shall be published in the manner specified in paragraph (a).

#### Proposed Ground Lease Terms

3.9 The proposed terms of a lease are:

- Lease commencement – 1 June 2019
- The lease will be for an initial term of three (3) years, with a right of renewal for a further three (3) years
- The rental will be \$150 + GST and outgoings per annum.

#### **4. RECOMMENDATIONS**

4.1 Considering all the above, Council Officers recommend that Council opt to enter a lease with Palmerston North Judo Club Incorporated.

#### **5. NEXT STEPS**

5.1 Providing the recommendations of this report are adopted, the next step is to enter a land lease with Palmerston North Judo Club.

- 5.2 Council Officers will also work with Highbury Mixed Martial Arts to try find an alternative venue.

## 6. COMPLIANCE AND ADMINISTRATION

Does the Committee have delegated authority to decide?	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?	No
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 Active Community Plan	
The action is: Carry out recreation and reserves planning functions under the Reserves Act 1977 and LGA including the preparation of Reserve Management and Development Plans and Master Plans.	
Contribution to strategic direction	By leasing the land to the Judo Club, this allows for a sporting activity option to be held on a regular basis for the community.

## ATTACHMENTS

Nil





## REPORT

**TO:** Sport and Recreation Committee

**MEETING DATE:** 10 June 2019

**TITLE:** Rangitāne Park - Consultation on the proposal to extend the lease area of Menzshed Manawatu to allow extension of the building they occupy

**DATE:** 2 May 2019

**PRESENTED BY:** Kathy Dever-Tod, Parks and Reserves Manager, Infrastructure

**APPROVED BY:** Tom Williams, Chief Infrastructure Officer

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### RECOMMENDATION(S) TO COUNCIL

1. That Council approve community consultation on the proposal to extend the lease area and term for Menzshed Manawatu on Rangitāne Park.
2. That Council note the consultation will meet requirements of Section 54 of the Reserves Act 1977 which requires the opportunity for people to object and be heard on proposed leases on reserve land.
3. That Council note the land areas affected by the proposed lease extension for the Menzshed Manawatu is described as part of Lot 94 DP 44172, part of Lot 96 DP 44172 and part of Part Section 361 Town of Palmerston North. The lease area is shown in the draft proposed amended lease contained in Appendix One of the report titled "Rangitāne Park - Request for permission to consult on the proposal to extend the lease area of Menzshed Manawatu to allow extension of the building they occupy" dated 2 May 2019.
4. That the Chairperson and Deputy Chairperson of the Sport and Recreation Committee be given delegated authority to approve minor amendments to the draft Deed of Variation of Lease.

## SUMMARY OF OPTIONS ANALYSIS FOR

### **Problem or Opportunity**

The size and configuration of the Rangitāne Park pavilion are limiting the activities of the Menzshed Manawatu.

The Menzshed have requested that Council allow them to extend and reconfigure the existing pavilion and issue the Trust with a longer-term lease, in recognition of the investment they will make in this Council owned building.

This report requests permission to consult the community on views they may have on the proposal in accordance with Section 54 of the Reserves Act 1977.

### **OPTION 1:**

#### **Consult on the proposal to extend the lease area and term**

#### Community Views

Community views will be sought during the consultation proposed.

#### Benefits

The community views will be understood to inform the decision, and any objections considered as required under the Reserves Act 1977.

#### Risks

No risks are identified.

#### Financial

Cost of public notification will be minor. Any submitters that wish to be heard can be incorporated into existing meeting schedules to avoid additional costs.

### **OPTION 2:**

#### **Decline the proposal to consult on the lease extension**

#### Community Views

The Community will be declined the opportunity to have their say on the Menzshed proposal.

#### Benefits

No further work required.

#### Risks

Menzshed Manawatu will not be able to improve and expand their activities.

The Council may be perceived as not supporting the activities of the Menzshed Manawatu

#### Financial

No further costs would be incurred.

The recommendations contribute to Goal 3: A Connected and Safe Community

The recommended option contributes to the outcomes of the Connected Community Strategy

The recommended option contributes to the achievement of action/actions in the Active Community Plan

The action is: Build capacity and capability in community organisations

#### Contribution to

Supporting Menzshed Manawatu to expand the Rangitāne Park Pavilion enables them to better fulfil their purpose of providing an

strategic direction	<p>environment where men (and women) can meet, and socialise, while doing something purposeful. The modified building will assist them to continue to support many other community groups through the gifting of items they create.</p> <p>The provision of a long-term lease will enable the Menzshed to secure external funding for the project, resulting in a greatly enhanced Council owned facility</p>
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## **RATIONALE FOR THE RECOMMENDATIONS**

### **1. OVERVIEW OF THE PROBLEM OR OPPORTUNITY**

- 1.1 The size and configuration of the Rangitāne Park pavilion are limiting the activities of the Menzshed Manawatu.
- 1.2 The Menzshed have requested that Council to allow them to extend and reconfigure the existing pavilion and issue the Trust with a longer-term lease, in recognition of the investment they will make in this Council owned building.
- 1.3 This report requests permission to consult the community on views they may have on the proposal in accordance with the Reserves Act Section 54 of the Reserves Act 1977.

### **2. BACKGROUND AND PREVIOUS COUNCIL DECISIONS**

- 2.1 Menzshed Manawatu have leased the pavilion on Rangitāne Park since 2011.
- 2.2 The Council allowed the Menzshed to modify the building slightly when they first occupied it. Openings were cut between the changing rooms, bench seats were removed, and carpet was lifted. The lighting was enhanced, and security grilles were placed over the windows.
- 2.3 Menzshed Manawatu invited officers to visit the shed on 6th March 2019. Despite the orderliness of the property, it was apparent that the building is bursting at the seams. There are several projects currently underway for other community groups.
- 2.4 Large areas of the building are taken up with storage of donated timber, partially used tins of paint, and an array of hand tools, fastenings and fittings. The storage needs are greatly restricting the space available for the men and their activities.
- 2.5 Council received a deputation from Menzshed Manawatu and an officer report at its 8 April 2019 Sport and Recreation Committee meeting. The Committee recommendations, resolved by full Council on 29 April 2019, were:

1. *That Council approve, in principle, the proposed extensions to the Rangitāne Park pavilion.*
2. *That Council notes that officers will work with Menzshed Manawatu to prepare a draft lease document, for consideration by the Council.*

### 3. THE PROPOSAL

- 3.1 Menzshed Manawatu have proposed extensions to the front and the side of the existing building. In total, these would extend the area of the building by 98 sq m and the lease area by approximately 138 sq m.
- 3.2 The total lease area proposed differs from that submitted in the deputation. After refection Menzshed are proposing adding approximately 40 sq m for a fenced off outdoor materials and trailer storage area at the northern end of the building, as shown in Figures Three and Four.
- 3.3 The side extension enables the creation of a new large timber store, with access from an enclosed loading bay, making the receipt and storage of large lengths of timber much easier than carrying them through the building and into an old changing room. The loading bay is fully enclosed and doubles as an area for painting.
- 3.4 The two smaller front of building extensions enable the creation of additional workshop space. The existing meeting, bathroom, tool and paint store rooms are unchanged by the proposal.



Figure One: Existing floorplan





*Figure Four: Proposed Extend of new lease/building*

- 3.5 The annual rent is \$450 plus GST and outgoings, in line with Council's leasing policy.
- 3.6 The extension to the leased area would have no effect on the lease costs. It would sit in the same category for charging.
- 3.7 Council typically leases its buildings for periods of 5 years, in some cases 10 years where there is sufficient reason. Menzshed are proposing a longer term, 5 years with two 5 years rights of renewals (15 years total) to satisfy potential funders that their investments will have a fair life.
- 3.8 At the time of writing the report, Menzshed were checking with their potential funders that the proposed 15-year lease will meet those funding expectations. If there is an alternative period proposed, as a result of those discussions, this will be conveyed to Council during the presentation of this report.

#### **4. LAND STATUS**

- 4.1 The land that would be subject to the proposed new lease area intersects three parcels of land (refer Figure Four):

Title	Reserve Status	Comment
WN26D/489 – Pt Sec 361 TN of Palmerston North	Held for public work (improving and maintaining drainage).	<p>The part of the extension to the south (Racecourse Road end) is in this area.</p> <p>The primary purpose is Drainage. Council stormwater engineers have been consulted and have no issues with the building extension occupying the proposed area given it leaves greater than 3 metres to the stormwater pipe location.</p> <p>The trees that would need to be removed are on the drainage reserve.</p>
WN15C/477 – Lot 94 DP44172	Not currently held under the Reserves Act 1977.	Officers are undertaking preparatory work that will consider declaring this parcel to be a reserve. Most of the extension to the west (towards the path) is on this title. It affects garden beds, which are considered to currently have low aesthetic value.
Lot 96 DP 44172	Has no title but noted as recreation reserve in a recent independent property report.	A small amount of the extension to the west (towards the path) is on this title. The proposal affects a small area of the low aesthetic garden beds.

4.2 The extension towards the road is on drainage reserve, not on recreation reserve, and as such not subject the recreation reserve provisions of the Reserves Act 1977.

4.3 For the simplicity of communicating the proposal and given that the public perception and use looks and feels like a recreation reserve as the drainage infrastructure is actually in the road reserve, the entire proposal will be treated as if it were subject to the Reserves Act, in terms of gathering community views and hearing objections (if any) to inform the leasing decision.

## 5. RESERVES ACT 1977 CONSIDERATIONS:

5.1 Section 17(1) of the Reserves Act 1977 defines the purpose of recreation reserves as:

*“for the purpose of providing areas for the recreation and sporting activities and the physical welfare and enjoyment of the public, and for the protection of the natural environment and beauty of the countryside, with emphasis on the retention of open*



*spaces and on outdoor recreational activities, including recreational tracks in the countryside.”*

Menz Shed activities are described on their website as:

*“The Menzshed is a place to get together with others to:*

- Practice your skills. Learn new ones and share your knowhow with others*
- Pursue hobbies, pastimes and interests or get involved in a piece of work*
- Enjoy some company while working on projects that give back to the community*
- Belong to a team”*

<http://menzshedmanawatu.org.nz/about-us/>

Comment: Menzshed activities are recreation activities. They are undertaken in people’s leisure time and involving enjoying company and contributing to the community. The activities are consistent with the purpose of recreation reserves.

## 5.2 Section 17(2) requires:

- (a) The public shall have **freedom of entry and access to the reserve, with the exception of the ability to lease areas** under Section 54 which covers the leasing powers.

*The leasing powers include, under Section 54 (1) (b) the power to lease includes the power to “lease to any voluntary organisation part of the reserve for the erection of ... other buildings and structures associated with and necessary for the use of the reserve for ... other recreational activities...”*

*provided that a lease granted by the administering body may, with the prior consent of the Minister given on the ground that he or she considers it to be in the public interest, permit the erection of buildings and structures for sports, games, or public recreation not directly associated with outdoor recreation.”*

Comment: The freedom of entry to the reserve is not impacted. The lease area is only 138 sq m of a 6.5 ha reserve area. The area affected is garden beds rather than active recreation areas.

- (b) Where scenic, historic, archaeological, biological, geological, or other scientific features or indigenous flora or fauna or wildlife are present on the reserve, those features or that **flora or fauna or wildlife shall be managed and protected to the extent compatible with the principal or primary purpose of the reserve:**

Comment: The additions to the front of the building would require the removal of most of the low garden bed alongside the path. This bed has low biological value and could easily be replaced with little impact on the character of the reserve.



The road end addition would require the removal of four cabbage trees of varying stature and an elm tree plus several flax bushes as Figure Five.



*Figure Five: Vegetation effects of extension to Racecourse Road end*

It will be possible for some of the flax bushes to be divided and reused onsite or at other locations.

The proposed fenced area for outdoor and trailer storage at the playground end of the building, would require the removal of a small elm and several flax bushes as per Figure Six.

The vegetation at the rear of the building, between the playground and the building, would not be impacted upon.

Rangitāne o Manawatū: would like to see like-for-like areas of gardens established to offset the loss of gardens and plants as part of the project.

Comment: There is approximately 13,000 sq m of tree canopy and plantings area in the 6.5 ha of reserve. The extension of the building is considered to have only a small impact on the flora and fauna of the overall reserve and the impacts are considered acceptable given the primary purpose is to provide for recreation which the extensions enable.

There is an opportunity to re-establish some garden area after the construction is complete, as discussed in section 5.2 (c).



*Figure Six: Vegetation effects of proposed fenced outdoor/trailer store area*

- (c) Those **qualities of the reserve which contribute to the pleasantness, harmony, and cohesion of the natural environment and to the better use and enjoyment of the reserve shall be conserved:**

Rangitāne o Manawatū: would like to see like-for-like areas of gardens established to offset the loss as part of the project.

Officer Comment: The gardens and planting around the building add to the quality of the reserve in that area, softening the appearance of the building. The proposed reduction in existing gardens is 120 sq m. This area is relatively minor in the overall scheme of the park but will result in a small reduction the aesthetic appeal of the space adjacent to the building on the western northern and southern sides.

Officers will investigate a requirement for small-scale garden re-development to occur on the southern and western sides once the building has been extended. Similar consideration would be given to the south side if the trailer and outdoor storage area progresses.

- (d) to the extent compatible with the principal or primary purpose of the reserve, its value as a **soil, water, and forest conservation area shall be maintained.**



Officer comment: There is no effect on the conservation of soil, water and forests.

There will be a small increase in stormwater runoff with around 150 – 175 sq m of additional hard surfaces. The rule of thumb requirement for stormwater detention on site due to capacity constraints in the stormwater network is that 3,000 litres of on-site detention is required for every 100 sq m of impermeable surface. Solutions to accommodate this onsite will need to be considered during the building consent stage. One option might be a rain garden which could also potentially serve the aesthetic functions discussed in 5.2 (c) above.

## 6. GIVING EFFECT TO THE PRINCIPLES OF THE TREATY OF WAITANGI

- 6.1 The Reserves Act 1977 is subject to Section 4 of the Conservation Act and requires that administering bodies under the Reserves Act 1977 give effect to the principles of the Treaty of Waitangi.
- 6.2 Rangitāne o Manawatū representatives have been briefed on the proposed lease extension. They advise that they support the proposal and kaupapa of the Menzshed. They would like to see replacement trees and plantings of an equivalent amenity value to those lost to the extension.

## 7. DESCRIPTION OF OPTIONS

### 7.1 Option one: Consult on the proposal to extend the lease area and term

Under Option One Council would consult with the community on the proposed lease area extension and seek views and objections to the proposal.

### 7.2 Option Two: Decline the proposal to extend the lease area and term

Council could choose to decline the proposal, and not proceed with consultation.

## 8. ANALYSIS OF OPTIONS

### 8.1 Option One: Consult on the proposal to extend the lease area and term

- 8.2 This option allows Council to test the community views on the Menzshed Manawatu extension proposal. It allows for any new points or issues to be raised before a final decision is made.

### 8.3 Option Two: Decline the proposal to extend the lease area and term

- 8.4 Council may decide the proposal is not to its satisfaction and decline the proposal. This option does not enable the community to express their views on the lease extension.

## 9. CONCLUSION

- 9.1 The proposal is consistent with the purposes of recreation reserves with a small impact on some trees and bushes. These impacts are considered acceptable in scale and easily mitigated with a requirement to develop replacement plantings, possibly incorporated into stormwater detention requirements.
- 9.2 Consultation on the proposal will provide community feedback before a decision is made, fulfilling the requirements of the Reserves Act.

## 10. NEXT ACTIONS

- 10.1 Advertise the proposal to grant the lease and seek feedback.
- 10.2 Provide the opportunity for any submitters that wish to be heard to speak to Council
- 10.3 Consider the objections and submissions, and report back to Council for a decision.




## 11. OUTLINE OF COMMUNITY ENGAGEMENT PROCESS

- 11.1 The proposal is considered to be relatively modest and unlikely to engender strong public interest. As such the proposed consultation is:
- Meet the public notification requirements on the Reserves Act – minimum of one-month period advertised in the Manawatu Standard.
  - Letters to neighbours with sight lines to the building, from 1 to 27 Racecourse Road and 1 Flemington Lane.
  - Sign onsite in front of the building and another at the playground.

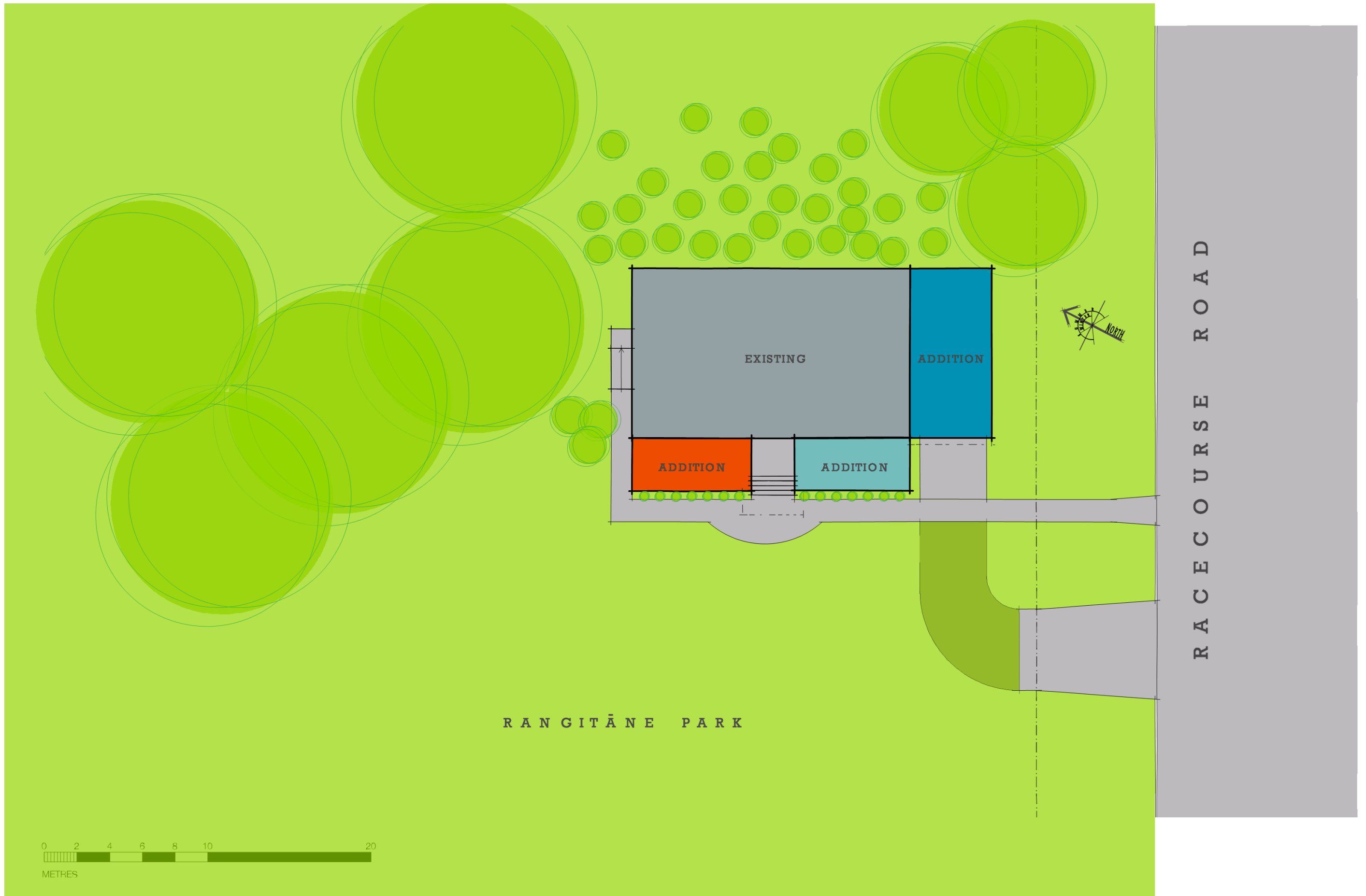
## COMPLIANCE AND ADMINISTRATION

Does the Committee have delegated authority to decide?	<b>No</b>
Are the decisions significant?	<b>No</b>
If they are significant do they affect land or a body of water?	<b>No</b>
Can this decision only be made through a 10 Year Plan?	<b>No</b>
Does this decision require consultation through the Special Consultative procedure?	<b>No</b>
Is there funding in the current Annual Plan for these actions?	<b>Yes</b>
Are the recommendations inconsistent with any of Council's policies or plans?	<b>No</b>

### **ATTACHMENTS**

1. Rangitane Park Pavilion Menzshed extension proposal plans [↓](#) 
2. Rangitane Park Pavilion Menzshed extension proposal description [↓](#) 
3. Rangitane Park draft Deed of Lease variation May 2019 [↓](#) 

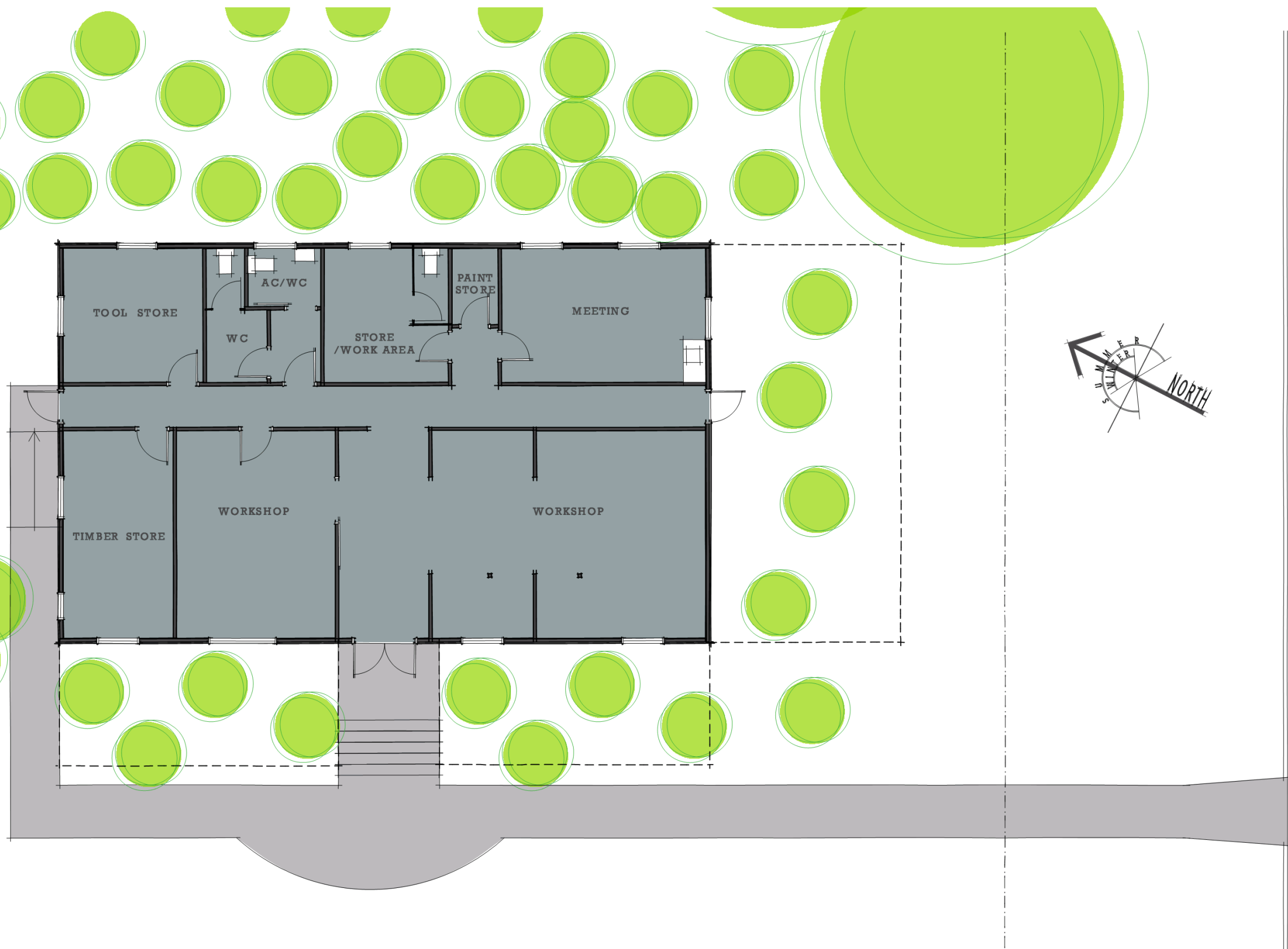
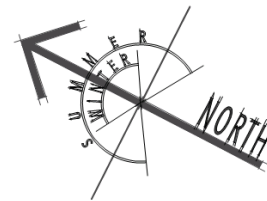








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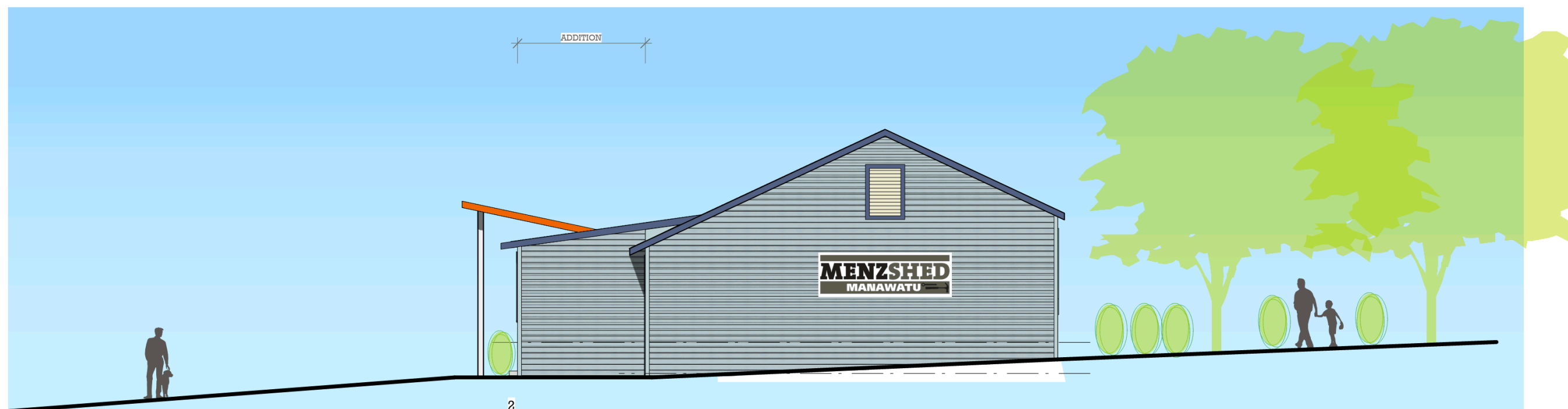








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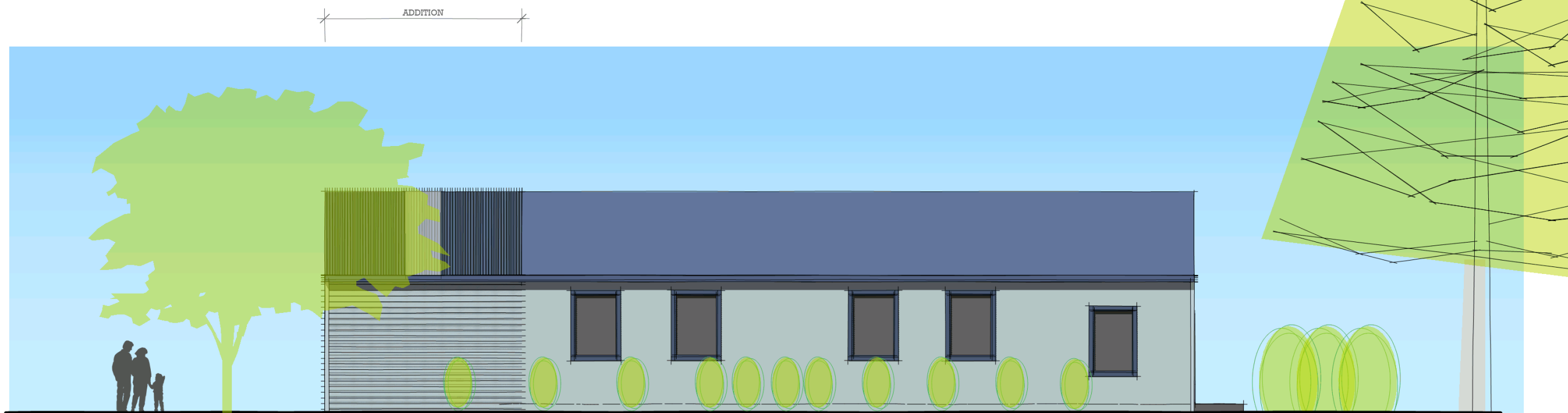


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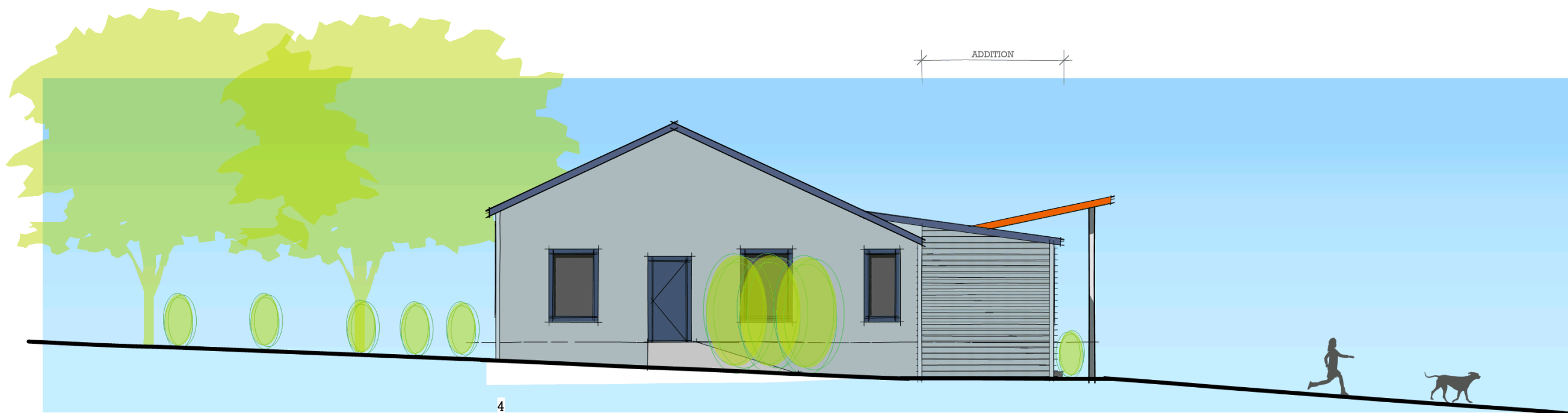








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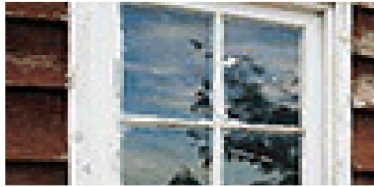












# MENZSHED MANAWATU

P.O. Box 6008

This year Menzshed Manawatu will celebrate 7 years of operation.

The Menzshed movement started in Australia in 1998 and in New Zealand in the early 2000's. It has grown steadily since then and now there are over 100 Sheds across the country. A primary purpose of Menzshed is the welfare and health of men and in particular retired men. All sheds are different and the difference comes from the nature of the shed, the location, and the aspirations of the governing body. All sheds are autonomous, but most are members of Menzshed NZ which provides back-up support, co-ordinates bulk buying, and negotiates special offers for items such as insurance.

Menzshed Manawatu is an Incorporated Society, and a registered Charitable Trust. Members pay a \$20 pa subscription. We provide a community space where older men, primarily, can share skills, contribute to the community and benefit their personal health and well-being.

Research tells us that women communicate face to face, men however tend to communicate better shoulder to shoulder. Sheds aim to provide the facilities and opportunities to enable men (and women if they wish to belong) to share their experiences and skills while working on a variety of projects.

Men are known to have smaller circles of friends than women, so the Shed offers opportunities to foster new friendships outside the social circles their partners establish.

I have heard a number of men say – I can't retire as I would have nothing to do. Many men who retire are at a loss, and the participation in community projects, alongside other men, goes a long way in providing a sense of purpose and satisfaction. Whilst the projects benefit the community groups they are undertaken for, they are a vehicle for getting men together, making them feel wanted and worthwhile. Many members at our Shed have commented that one of the drivers for their membership is to put something back into the community that they have worked in, and that in many ways has supported them during their working life.

As some councilors will know we searched for suitable premises for some time. Some sheds are in commercial areas, down right of ways etc, but a number are in parks due, like us, to a supportive and understanding Council. The location for us was important – we wanted to be part of the community – visible and approachable. This was vital when we were starting out, but is still important to enable people to easily approach and come into the Shed.

Our membership and participation has grown, and now we are open on two full days, with the Mana o te Tangata Trust using the premises and tools on a third day to work with "at risk" youth. On each normal day we accommodate from 10 – 15 people, and we are sure we could accommodate more if the space was more flexible.

The Rangitane pavilion has real character, stemming from it's former life as an Army barracks. For us it is important to provide an appropriate atmosphere. Some sheds operate in steel warehouse type buildings and that makes it very hard to create the

right atmosphere and have any sort of temperature control. We also appreciate the setting of the building on the edge of the park. Our Shed lacks, however, a space big enough to assemble a project that may be say only 2 metres by 2 metres. Projects of this size like a playhouse, or the picnic tables for Hancock Community House, make it difficult for any other projects to be worked on at the same time.

So we have come today to share our dreams and plans of how we see the building could be adapted to enable us to function more efficiently, embark on larger projects and involve more people.

Firstly the building is configured with a passage – which was logical for a barracks building with a number of small rooms, but of no purpose if the use is something like ours. It has a trussed roof, so apart from some bracing the internal walls are not load-bearing and we would like to remove a number of them to give greater flexibility to the space.

Secondly we would like to add a clear space which would enable us to paint indoors in all weathers and be able to assemble projects without interfering with the day to day work on smaller projects. It would also like to be able to drive up to it, as we are often dealing with loads that at present we have to transport from the road.

Thirdly, we need a variety of work spaces. At present, we are restricted to working with wood, but there are now people retiring with skills that could be used in different ways such as electronics and metal work, so having separate spaces for uses such as these would give us wider appeal. There are also people who simply want to come and connect with other like-minded men – have a cup of coffee and a chat. We have started a “bring and borrow” book / DVD area, and would like to expand this.

We could re-configure the internal area, and that would give us part of what we are seeking, but the costs in confirming this, and obtaining Consents are still considerable. We do not think it sensible to embark on this without having confirmation that we could achieve the wider aims.

We are constantly surprised at the range of projects we are approached about. Some recent ones that we are proud of are the picnic tables at Community House - Two substantial tables, of a special design, produced at just the cost of the timber. We were excited to be asked to provide nesting boxes at Wildbase and are now constructing many more for the exotic bird aviaries. We help Kindergartens and community child care facilities, mend toys for the Toy Library, and have made stoat traps by the dozen.

We have built a ramp for a refugee family, and you may have seen our little red libraries around the city. One project out of the ordinary was what to do with about twelve screen doors that were offered to us by a building merchant. (They had been delivered in the wrong colour). In conjunction with Age Concern we sought approaches from elderly people who would appreciate a screen door so that they could have ventilation, but still feel secure. The phone almost lit up! Menzshed fitted the doors at no cost.

And the list goes on.

If all this sounds like fun, let me assure you there is a serious side to what we do. One of the main reasons for the creation of men's sheds was to improve the overall health of the older male population. "Men's sheds have been described as a male-friendly service providing a 'health by stealth' approach". Men have worse health outcomes across all age groups than females in most Western countries.



As the occasion arises we have talks and discussions regarding health issues, and recently had the opportunity to encourage all members to have a hearing test, following an explanation of the effects of loss of hearing.

In 2007 in answer to a series of questions, shedders in New South Wales responded as follows;

- 99.5% of men - 'I feel better about myself',
- 97% - 'I have a place where I belong'
- 97% - 'I can give back to the community'
- 97% - 'I am doing what I really enjoy'
- 90% - 'I feel more accepted in the community'
- 79% - 'I get access to men's health information'
- 77% - 'I feel happier at home'.

We understand that we will need to raise the funds to carry out the work, but would obviously appreciate any assistance that the Council could provide. We consider we will need to have an extended length of lease that funders will feel comfortable with, in order to provide grants. We have had some general indications of support from builders and others in the industry, but as yet we have not yet approached anyone.

We have been supported over the years by a number of Service Clubs, and in particular the Rotary Club of Awapuni, who have assisted us with some of our community projects. Last year they raised over \$200,000 for the work at Raleigh Park, and they have offered their expertise and experience to help us obtain funding for the project.

David Chapple  
Chairman

**MENZSHED MANAWATU**

29.3.19

## DEED OF VARIATION OF LEASE

## PARTIES

1. THE PALMERSTON NORTH CITY COUNCIL ("the Landlord")
2. MENZSHED MANAWATU ("the Tenant")

## BACKGROUND

- A. By the Lease referred to in Clause 1.1 hereof the Premises referred to in Clause 1.1 hereof were leased by the Landlord to the Tenant, at the rental and on the terms and provisions contained in the Lease.
- B. The Landlord and the Tenant are currently respectively the Landlord and the Tenant under the Lease.
- C. The Landlord and the Tenant have agreed to variations of the provisions of the Lease and are completing this Deed to record the agreed variations.

## THIS DEED WITNESSES

1. INTERPRETATION

## 1.1 In this Deed:

- (a) "the Lease" means the Deed of Lease dated 27 October 2011 between Palmerston North City Council as Landlord and Menzshed Manawatu as Tenant, and includes any assignment, variation, renewal, or extension of the Lease.
- (b) "Premises" means the premises located at Rangitane Park, Palmerston North as recorded in the Lease and leased pursuant to the Lease.

## 1.2 This Deed is supplemental to the Lease and the expressions and definitions used in this Deed bear the same meaning given to them in the Lease.

## 1.3 Where obligations bind more than one person those obligations shall bind those persons jointly and severally.

2. VARIATION OF LEASE

It is agreed between the Landlord and the Tenant that the Lease shall be varied in the following respects as from the date of this Deed:

- (a) The plan attached to the Lease entitled "Rangitane Park Pavilion" shall be deleted and replaced with the plan marked "Plan 1" attached to this Deed.

AJM-132940-966-5-V1

- (b) The description of the Premises in the First Schedule of the Lease shall be deleted and replaced with the following:

"That part of the Landlord's land located at Rangitane Park, Palmerston North being part of Record of Titles WN26D/489 and WN15C/477 and Lot 96 Deposited Plan 41172, being approximately 346.5 square metres more or less and outlined in red on the plan marked "Plan 1" attached to this Lease."

- (c) The Rights of Renewal in the First Schedule shall be deleted and replaced with the following:

"Four (4) rights of renewal of five (5) years each."

- (d) The Renewal Dates in the First Schedule shall be deleted and replaced with the following:

"1<sup>st</sup> October 2016, 1<sup>st</sup> October 2021, 1<sup>st</sup> October 2026 and 1<sup>st</sup> October 2031."

- (e) The Final Expiry Date in the First Schedule shall be deleted and replaced with the following:

"30<sup>th</sup> September 2036."

- (f) The following additional clauses shall be added to the Lease:

54. The Tenant shall not remove or disturb any of the planting within or around the premises without the prior written consent of the Landlord.

55. On termination of the Lease under the termination clause of the Lease or by effluxion of time, surrender, breach of conditions, or otherwise, the premises, together with all improvements thereon, shall revert to the Landlord without compensation payable to the Tenant.

56. This Lease is entered into pursuant to the Reserves Act 1977 and the Local Government Act 2002 with it being acknowledged that part of the land leased is recreation reserve.

### 3. CONFIRMATION OF OTHER LEASE COVENANTS

The Tenant acknowledges and covenants with the Landlord that the Tenant shall:

- (a) Hold the Premises on the same terms and provisions expressed or implied in the Lease subject to the variations set out in this Deed; and
- (b) Duly and punctually perform and observe the covenants and provisions of the Lease as set out in the Lease but as varied by this Deed.

4. COSTS

In accordance with clause 5 of the Lease, the Tenant shall pay the Landlord's costs of the negotiation and preparation of this Deed.

5. COUNTERPARTS

This Deed may be signed in any number of counterparts (including facsimile copies) and provided all of the signatories have executed a counterpart, the counterparts will together constitute a binding Deed.

**THIS DEED** was executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

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

)  
)  
)  
)

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Legal Counsel

**THE COMMON SEAL of MENZSHED  
MANAWATU** was hereto affixed in  
the presence of:

)  
)  
)

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Trustee

AJM-132940-966-5-V1

PLAN 1



AJM-132940-966-5-V1



DATED the                      day of                      2019

**THE PALMERSTON NORTH CITY COUNCIL**

Landlord

**MENZSHED MANAWATU**

Tenant

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**DEED OF VARIATION OF LEASE**

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Cooper Rapley Lawyers

AJM-132940-966-5-V1

## REPORT

**TO:** Sport and Recreation Committee

**MEETING DATE:** 10 June 2019

**TITLE:** Ashhurst Domain - Proposal to lease area for a function venue

**DATE:** 20 May 2019

**PRESENTED BY:** Kathy Dever-Tod, Parks and Reserves Manager, Infrastructure

**APPROVED BY:** Tom Williams, Chief Infrastructure Officer

### RECOMMENDATION(S) TO COUNCIL

1. That Council approve community consultation on the proposal for a lease for a function venue at the Ashhurst Domain, meeting the requirements of Section 54 of the Reserves Act 1977.
2. That Council note the recreation reserve on which the lease is proposed is part of Lot 1 DP 55676, the lease area and the draft lease are contained in Attachment Six of the report titled "Ashhurst Domain – Proposal to lease area for a function venue" dated 20 May 2019.

### SUMMARY OF OPTIONS ANALYSIS FOR

#### **Problem or Opportunity**

Council has received a proposal to develop a function venue on the portion of the Ashhurst Domain formerly occupied by cafes.

The proposal is not contemplated in the Ashhurst Domain Management Plan 1997 and has more extensive buildings than previous café leases on the site.

A decision is required from Council on either to consult with the community on the proposal, before making a final decision, or alternatively to decline the application based on the assessments in this report.

This report requests approval to consult the community on views they may have on the proposal in accordance with the Reserves Act Section 54 of the Reserves Act 1977.

<b>OPTION 1:</b>	<b>Consult the community on the proposal to approve a lease for a function venue at the Ashhurst Domain.</b>
Community Views	Community views will be sought during the consultation period.
Benefits	The community views will be understood to inform the decision, and any objections considered as required under the Reserves Act 1977.
Risks	No risks are identified.
Financial	Cost of public notification will be modest. There will be some advertising costs, some signage costs and possibly there may be the need for a hearing, which will require staff and governance time.
<b>OPTION 2:</b>	<b>Decline the proposal for the lease for a function venue at the Ashhurst Domain</b>
Community Views	Community views will not be sought.
Benefits	No further work required.
Risks	The community may have some expectation that their views will be sought, so some small risk of community dissatisfaction from those that may have supported the proposal.
Financial	No further costs would be incurred.
The recommendations contribute to Goal 2: A Creative and Exciting City	
The recommended option contributes to the outcomes of the Creative and Liveable Strategy	
The recommended option contributes to the achievement of action/actions in the Active Community Plan	
The action is: Provide and maintain city reserves, neighbourhood reserves, playgrounds, sportsfields, Arena Manawatu, aquatic facilities, walkways, shared paths, sport and recreation facilities.	
Carry out recreation and reserves planning functions under the Reserves Act 1977 and LGA including the preparation of Reserve Management and Development Plans and Master Plans.	
Contribution to strategic direction	This report assesses the proposal against the Ashhurst Domain Reserve Management Plan and Reserves Act.

## **RATIONALE FOR THE RECOMMENDATIONS**

### **1. OVERVIEW OF THE PROBLEM OR OPPORTUNITY**

- 1.1 Council has received a proposal to develop a function venue on the portion of the Ashhurst Domain formerly occupied by cafes.

- 1.2 The proposal is not contemplated in the Ashhurst Domain Management Plan (the Management Plan) 1997.
- 1.3 Since it is not contemplated in the Management Plan the proposal needs to be assessed against the objectives and policies of the Management Plan and Reserves Act 1977.
- 1.4 This report carries out that assessment and requests a decision on whether to proceed to consultation or decline the proposal.

## 2. BACKGROUND AND PREVIOUS COUNCIL DECISIONS

- 2.1 Council received a deputation to the Sport and Recreation Committee at its 11 March 2019 meeting. The Committee recommended, and Council resolved to

### 1-19 Ashhurst Domain - Function Venue Proposal

#### The COMMITTEE RECOMMENDS

1. That Council agree to progress to the assessment stage under the Reserves and Resource Management Acts for Ashhurst Domain function venue proposal.
- 2.2 The marked up aerial photographs of the Ashhurst Domain is provided in Attachment One: Ashhurst Domain Function Centre Site maps.
3. STRATEGIC FIT:
  - 3.1 The Strategic fit of the proposal against Councils Draft Policy for the Use of Public Space was provided as part of the officer report on the proposal at the 11 March 2019 Sport and Recreation Committee.
  - 3.2 A copy of the assessment is provided in Attachment Two: Draft Policy for use of Public Spaces Assessment

#### 4. LAND STATUS

- 4.1 The land that would be subject to the proposed new lease is contained in Lot 1 DP 55676

Title	Reserve Status	Comment
WN26D/246 – Lot 1 DP	Recreation Reserve	Transferred from the Ashhurst Pohangina Racing Club to the Oroua County Council in 1979 and declared to be a recreation reserve in 1981 (Gazette Notice 792816.1)

#### 5. THE PROPOSAL

- 5.1 The proposal is for renovation of the existing café building to a commercial kitchen, modification of the exiting toilets from 2 to 3 toilets and erection of a 26 x 12 m semi-permanent marque serviced by two 40-foot containers that are fitted out as bar and storage facilities.
- 5.2 Landscaping is proposed including relocation of a walking path a few metres away from the site, site definition and wayfinding from car parking areas.
- 5.3 The target market is described as being of four types;
- Weddings and private events on Friday and Saturday nights until midnight,
  - Pop-up café/restaurant tradeA ,
  - Corporate events, and
  - Markets and public events.
- 5.4 The proposal outline from the applicant is contained in Attachment Three: Function Centre Proposal document and Attachment Four: Function Centre Concept Images.

#### 6. ASHHURST DOMAIN RESERVE MANAGEMENT PLAN

- 6.1 The Management Plan does not contemplate or approve function centre facilities. If such a facility was included in the Management Plan, a lease could have been granted under that plan without the need for community consultation or reporting to Council. Prior consent of the Minister would not be required.



- 6.2 The proposal must be assessed against to the plan objectives and policies of the Management Plan as well as the Reserves Act.
- 6.3 The Management Plan is planned to be reviewed in 2020/21. The timing for this works in well with the review of the Te Apiti (Manawatu Gorge) Masterplan and the Manawatu Gorge road replacement.

#### 6.4 OBJECTIVES OF THE MANAGEMENT PLAN

- 8.1.1 *To maintain, facilitate and further promote the informal and organised outdoor recreational use of the Domain by the general public.*
- 8.1.2 *To balance the interest of present and future recreational users with that of local residents, lessees and others with vested or sectional interests in the Domain.*
- 8.1.3 *To encourage use of the Domain as an educational resource.*
- 8.1.4 *To ensure that the use of the Domain is consistent with the variety of relevant regulations to enable safe and appropriate recreational opportunities.*
- 8.1.5 *To protect and enhance the natural environment and character of the Domain.*
- 8.1.6 *To encourage the integrated management and development of the Domain.*

RELEVANT POLICIES	OFFICER ASSESSMENT
<b>9.2 ADMINISTRATION AND MANAGEMENT</b>	
<b>Policy 9.1.1</b> <i>To manage the Domain under the Reserves Act 1977 while recognising and giving effect to the status and the position of tangata whenua</i>	This report and the associated processes are giving effect to the policy.
<b>9.2 LANDSCAPE</b>	
<b>Policy 9.2.2</b> <i>To manage the landscape of the Domain in accordance with the policies shown on ... - Landscape Identity Areas.</i>	The proposed site is on the Upper River Terrace but within the River Flood Plain Landscape Identity Area falling under the retention policy.  Any management and use needs to retain and enhance the natural landscape. The

<p>Retention Policy:</p> <p><i>Retain and enhance the natural landscape character in any management and public use activity.</i></p>	<p>existing planting is mixed exotic and native shelter belt planting.</p> <p>The proposal is for a relatively light touch single story building which does not affect the landscape character beyond the lease location. It is very well screened from cemetery, playground and campground spaces and moderately from the sportsfields and pony club.</p> <p>It includes landscaping stating “the site will be extensively planted and landscaped using native plants and replicating plants from around the domain.” There is limited detail in the proposal at this stage. It expected that a landscape plan would be provided prior to construction to be approved by the Parks Manager.</p>
<p><b>9.3 VEGETATION</b></p>	
<p><b>Policy 9.3.1</b></p> <p><i>To manage and maintain the vegetation within the Domain to enhance the natural character of the environment, facilitate opportunities for ecological habitats and wildlife, and for visual amenity.</i></p>	<p>The proposal requires the removal of 6 gum trees. The trees well established and of middling quality. Not as significant stature as some other gums in the wider park but 18 – 22 m tall and prominent in the space.</p> <p>There is an understory of other planting that would stay in place.</p> <p>The gums removal will be minor in the scheme of the overall tree and shrub cover in the esplanade domain which boasts over 14 ha of cover between the bush, wetland and boundary plantings.</p> <p>The proposal includes further native plantings to enhance the site which, over time, will off-set the loss of the gums.</p>
<p><b>9.6 RECREATION</b></p>	
<p><b>Policy 9.6.1</b></p> <p><i>To maintain and encourage informal and casual unstructured recreational use</i></p>	<p>There is some very low-level informal use of the space. In the past it has been used as a</p>

<i>of Ashhurst Domain compatible with its cultural heritage and landscape values.</i>	café space to varying levels.
<b>Policy 9.6.3</b> <i>To ensure that recreational activities do not adversely impact on the experience of the casual user and that they are compatible with the natural rural landscape of the Domain.</i>	<p>The walkway network within the Domain includes one that runs past the location. The proposal is to shift that walkway a few metres to northwest, (refer Figure Three) so it runs between the trees and provides a few metres separation to the function centre. This shift would not likely create any reduction in the experience of the casual user. Some loss of the views to the ranges would be lost on that part of the walkway. There are other opportunities to experience those views elsewhere on the site.</p>
<b>9.13 INTERPRETATION AND EDUCATION</b>	
<b>Policy 9.13.1</b> <i>To promote the Domain as a valuable cultural and natural resource.</i>	<p>Nothing in the current proposal adds value to the cultural resource of the Domain.</p> <p>Rangitāne o Manawatū see an opportunity to add value by tailoring the design to speak to sites in adjacent and surrounding landscapes that have particular value and meaning for them. The applicant has indicated a willingness to work with Rangitāne to give effect to this.</p>
<b>9.14 BUILDINGS AND FACILITIES</b>	
<b>Policy 9.14.1</b> <i>To ensure that only those buildings and facilities essential for the convenience, comfort and safety of the users are sited within the Domain.</i>  <i>Implementation:</i> <i>Assess all future proposals for additional structures and/or buildings against the following criteria:</i> <i>-the need for the structure to be</i>	<p>The use of the word “essential” creates considerable emphasis.</p> <p>In the case of a café operation it could be argued that convenience and comfort in terms of food and beverage provision for users. In the case of a function centre the service is creating the users in themselves – attracting people to the Domain for a specific activity rather than in and for the Domain itself.</p> <p>The function venue does not need to be within the Domain, but the Domain provides</p>

<p><i>within the Domain;</i></p> <p><i>-the need for the structure to be sited in the location identified;</i></p> <p><i>-the maintenance of the park's character;</i></p> <p><i>-the contribution of the structure to the quality and experience of the park;</i></p> <p><i>-the particular design and its relationship to the park character;</i></p> <p><i>-the public benefit to be obtained from the structure;</i></p>	<p>an excellent venue location.</p> <p>The location identified fits well other than the proximity to the camp ground – (discussed separately). Other alternatives within the Domain would require the relocation of other activities and would require more extension upfront costs such as electricity and sewage services.</p> <p>The site has had cafés on it in the past, contained within historical buildings associated with the Domain. There is some opportunity in the proposed landscaping and design, to add to the historical recognition in the park in some modest way.</p> <p>The experience of the Domain would be enhanced for activities and functions drawn to the Domain by the facility. For the campground there will be negative effects. Discussed separately in Section 7.7.</p> <p>The park character varies, with some heavily modified environments and some native forest. The character in the location is open grassland and large exotic mature trees and views to the ranges. The former café building is run down and the remnants of a fence present poorly.</p> <p>The proposed structure is a relatively light structure and well screened from other parts of the park.</p> <p>The landscaping of the proposal, including higher quality terrace edge fencing and landscaping. The building in itself will not add to the character of the park.</p> <p>The public benefit would accrue to the users of the function centre. It would be expected to be a popular spot for weddings and other functions – presumed to be predominately from the Ashhurst, Palmerston North and</p>
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<p><i>-the impact on the immediate locality;</i></p> <p><i>-the ability to meet the objectives and policies of this Management Plan:</i></p> <p><i>8.1.1 To maintain, facilitate and further promote the informal and organised outdoor recreational use of the Domain by the general public.</i></p> <p><i>8.1.2 To balance the interest of present and future recreational users with that of local residents, lessees and others with vested or sectional interests in the Domain.</i></p> <p><i>8.1.3 To encourage use of the Domain as an educational resource.</i></p> <p><i>8.1.4 To ensure that the use of the Domain is consistent with the variety of relevant regulations to enable safe and appropriate recreational opportunities.</i></p> <p><i>8.1.5 To protect and enhance the natural environment and character of the</i></p>	<p>the wider Manawatu.</p> <p>Some public benefit would arise from the lease income assisting in offsetting some of the operating costs of the Domain.</p> <p>The impact on the immediate locality and the operations of the park are covered in Section 7.</p> <p>The proposal would facilitate new forms of recreation in the Ashhurst Domain. It would allow for events and functions that require some weather protection, seating or hospitality to be held.</p> <p>The consultation proposed will seek the views of the community and Domain user groups.</p> <p>The proposal does not specifically support education.</p> <p>The lease and various hospitality related regulations (e.g. Alcohol License) will ensure safe and appropriate operations.</p> <p>Some modest enhance of the character through landscaping and possible Rangitāne design elements will support the character of the Domain. The building itself will not contribute.</p> <p>The process of considering the lease and its</p>
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<p><i>Domain.</i></p> <p><i>8.1.6 To encourage the integrated management and development of the Domain.</i></p> <p><i>5. Ensure that the following is achieved in relation to all future buildings and/or structures:</i></p> <p><i>-a design which is appropriate to the site and consistent with both the character of the Domain and all other existing structures and buildings;</i></p> <p><i>-locations appropriate to the function of the structure.</i></p>	<p>implications is ensuring the integrated management approach. An ideal timeframe would have been for the possibility of function venues to be considered as part of the Reserve Management and Development Plan review planned for 2020/21, coordinated with the implications of the Te Apiti Masterplan and Manage Gorge Road replacement.</p> <p>The character of the Domain on the upper Terrace is divided into two distinct areas. The sportsfields/pony club/grazing area and the amenity/playground/cemetery/campground area.</p> <p>The proposed site is on the margin of these two areas and north eastern corner of the amenity area.</p> <p>The character is dominated by open grasslands and large mature trees and hedges with views to the ranges.</p> <p>The lookout, campground amenities and shelter buildings are best described as functional, perhaps representing repurposed agricultural buildings. They range in age from 1960 to 2008.</p> <p>The location is appropriate to the function.</p>
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## 7. LEASING POWERS UNDER RESERVES ACT

### 7.1 Section 54 (1) (d) of the Reserves Act 1977 allows for an administering body to:

*grant leases or licences for the carrying on of any trade, business, or occupation on any specified site within the reserve, subject to the provisions*



*set out in Schedule 1 relating to leases or licences of recreation reserves issued pursuant to this paragraph:*

*provided that the trade, business, or occupation must be necessary to enable the public to obtain the benefit and enjoyment of the reserve or for the convenience of persons using the reserve:*

- 7.2 “Necessary” has not interpreted as requiring that all or even most visitors or users of the reserve to need/want to use the service or activity provided under the lease. Reserves often have cafes or recreation businesses on them that only some of the visitors to the reserve use. Past engagement with the Department of Conservation for example noted leases for adventure sport activity such as bungy jumping.
- 7.3 The proposal would attract a new set of users to the reserve, for functions and events. The location specifically seeks to use the aesthetics of the Domain looking out to the ranges and providing an attractive setting. A similar example is the Chalet at the Hokowhitu Lagoon.
- 7.4 The proposal notes a market for pop up café trade and public events and markets using the facility. Should these occur they would provide a wider range of benefits to the reserve than the weddings and functions. For example, if a pony club event were on, a pop-up café could operate providing benefit the pony club users. The facility might be used for wake/fellowship after a burial at the cemetery. The likely level of these types of activities and thus possible benefit is difficult to assess.

## 8. IMPACT ON THE LOCALITY AND PARK OPERATIONS

### 8.1 Aesthetics:

- 8.1.1 The proposed building is of a scale appropriate to the location. It is single story building.
- 8.1.2 The site has previously hosted a café building that was lost in a fire. The aerial photograph in Figure 1 shows the café in 2007. The size is similar that proposed for the function centre but it was a permanent building and positioned at the southern end of the site.



*Figure One: Site of the original café building*

- 8.1.3 The orientation of the proposed building means that the most common approach will see the building end on and partially screened by landscaping with a backdrop of mature trees. Figure Two gives an indicative location and extent from the walkway approach.



*Figure Two: Indicative building location an extend from walkway approach*

- 8.1.4 Two intervening treelines and old racecourse embankment meaning the building is screened from the sportsfield as per Figure Three. The removal of the 6 gums will weaken the containment but the proposed native planting proposed will improve it.



*Figure Three: View from the outside the embankment in the sportsfield area.*





*Figure Four: Proposed path relocation*

- 8.1.5 The walkway, next to the site, is the most affected. The proposed relocation of the walkway will ensure there is a small separation to the proposed function centre. Planting in the location of the current path will soften the building appearance.
- 8.1.6 Some treatment to the cladding (or screens) of the proposed container facilities should be required so that it not appear as a continuous and imposing fence/container wall, and some further fencing beside the existing toilets to exclude unauthorised access.
- 8.1.7 Definition of the site is required for the leased area so that the public understand the separate areas during events. This could be a combination of fencing, landscaping and use of the building forms themselves. A landscaping plan, including fencing and other treatments, is required as a clause of the draft lease, to be approved to the satisfaction of the Parks Manager.
- 8.1.8 Regulatory processes, such as requirements of a liquor licence would also define some of the final facility layout in terms of fencing.

## 8.2 Security:

8.2.1 Security of the entire Domain at night needs consideration. Should the function centre guests come and go from the proposed venue, control of park access will be important.

8.2.2 In discussion the applicant advises:

*“... our staff will manage the exit of guests ensuring the gate remains closed for safety and security of campers and the venue at night. As a general rule most guests would be exiting by bus which we manage the gate exit and entry for as well.”*

## 8.3 Cleaning and offensive litter

8.3.1 There is risk of litter and mess from the more boisterous function affecting the appearance and satisfaction with the Domain from other users. Officers suggested a lease clause requiring a clean-up of the site and any litter or mess within 100 m of the site before 9 am the day following the function.

8.3.2 The applicant response was:

*“We would liquor ban the whole space outside the venue for the purposes of stopping people taking liquor bottles etc off the premises, Plus a total clean up would be completed for each event in all areas used by and surrounding the leased area, 9am the next day sounds reasonable. It’s not in our interest to have any mess anywhere.”*

## 8.4 Vegetation:

8.4.1 Discussion on the vegetation was covered in Section 5 of this report under policy consideration 9.3 Vegetation.

8.4.2 The following figure, taken from the terrace edge, shows the shelter planting and includes the proposed gum trees to be removed. It is also the location of proposed additional native tree planting.



Figure Five: Gum trees proposed to be removed

8.5 Car parking:

- 8.5.1 There 18 formed car parks next to the cemetery and playground including 2 mobility parks as well as a bus stop.
- 8.5.2 On 25 April 2019 officers visited the site with the applicant. There was a Pony Club event on. One car was parked in the proposed function centre location. Car parking for the Pony Club event had been provided on the Pony Club leased area and drive access.
- 8.5.3 An aerial photo on Councils GIS service shows a pony club event on at the same time as the two sports fields closest to the function centre site were in use, the former café was possibly in operation (based on tables in the grass area).
- 8.5.4 The images show the pony club parking was accommodated alongside their lease areas and within adjacent paddocks.





*Figure Six: Pony Club event parking – date unknown*

- 8.5.5 There are 71 car parks and 2 bus parks provided at the sportsground main/changing rooms entrance. There are 5 playing fields close to these carparks and two within the old horse race course oval – closer to the proposed function venue. The demand for sportsfield parking on the function venue side would relate primarily to the two closest fields. Assuming an average of 2 players per car and 4 teams with 20 players/coaches spectators per team and 50% park at the changing rooms end and 50% near the function centre end, then there may be demand in the order of 20 car parks during heavy sportsfield use.
- 8.5.6 There were 8 cars parked next to the sports fields on the aerial photo, none in the area identified as shared parking for the function centre and 6 next to the playground/cemetery.



*Figure Seven: Sportsfields in use and parking.*

- 8.5.7 In the summer the cricket ground within the oval might have 40 players/coaches/spectators using it. Assuming an average of 2 people per car parking demand could be for 20 carparks.
- 8.5.8 The parking patterns and demand will be explored further with the users Domain users during the consultation period.
- 8.5.9 There are 33 carparks available next to the sportsfields and 17 carparks closer to the function venue site in that area of the Domain proposed for the function centre as per Figure Eight.
- 8.5.10 The applicant advises parking demand for the function venue will be moderated by the use of buses to many events.



*Figure Eight: Parking spaces in vicinity of proposed function venue*

8.5.11 In the event that there is a variety of events demanding parking e.g. summer campground full, playground use, function at function centre, sportsfield in use, pony club event on and general park users present then there is the potential for an overflow parking on to the sportsfield area, but well away from the playing field surfaces. This area is 25 m to 35m wide and more than 120 m long and could accommodate a further 80 cars with ease with potentially more with parking management.

8.5.12 Officer Comment: Parking is unlikely to be a significant issue for the park and there are alternatives and overflows available should issues arise.

#### 8.6 Affected parties:

Affected parties would be interviewed or invited to submit during the consultation period and asked to make their views. Parties identified include:

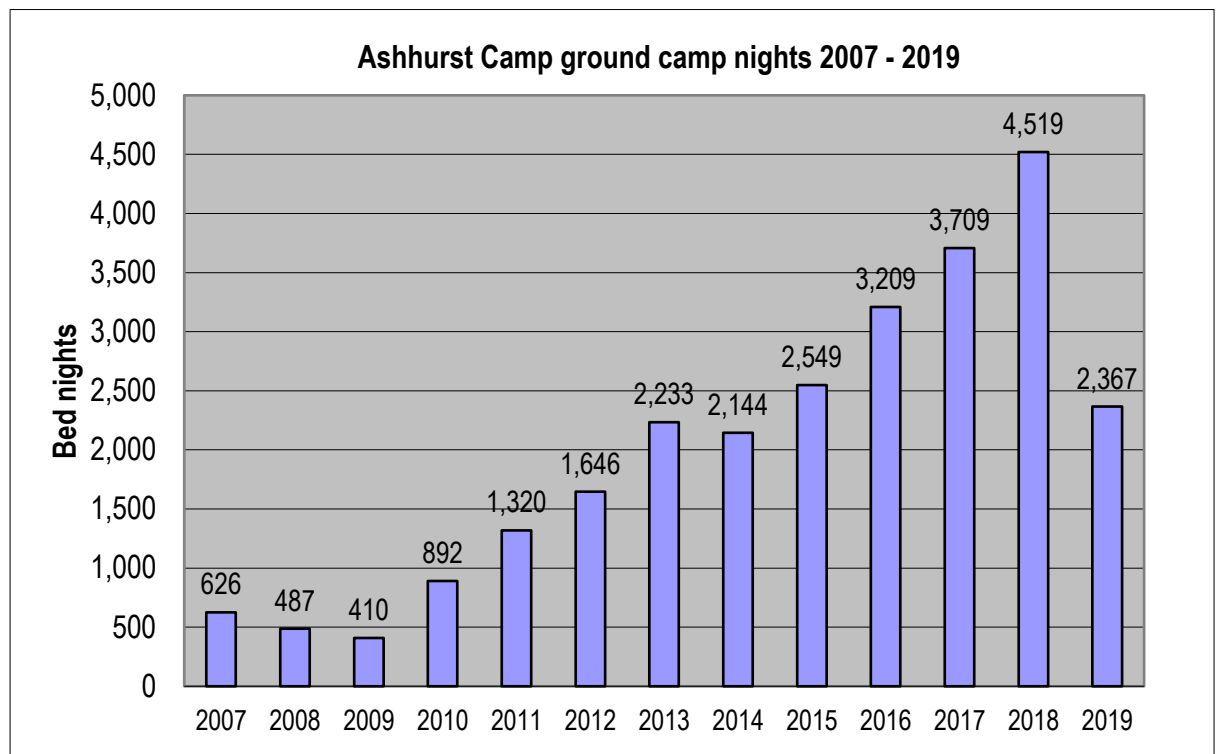
- Sportsfield user grounds – football and cricket

- Ashhurst Pohangina Pony Club.
- Campground users (survey of users during the period and the Motorhome Association).
- Ashhurst community
- Park users

## 8.7 Campground:

### 8.7.1 Campground use:

The 1997 management plan notes *“due to the limited facilities offered this user group is not large”*. However, the use of the campground has grown substantially in the last 22 years. Occupancy has doubled in the last 5 years.



*Figure Nine: Ashhurst Campground bed nights.*

The first 4 months of the 2019 calendar year are running 26% higher the same period in 2018 which was a record year. A linear projection of the trendline sees numbers hit 5,500 nights in 3 years.

Gross income was \$41,326 in 2018, up from \$8,905 in 2010 and projected to hit \$47,000 in 2022.

The Domain staff advise that the busy times for the campground are:

- Christmas through to the third week of January
- Waitangi Weekend where Waitangi Day falls on or close to a weekend.
- Wellington Anniversary.
- Stockcars teams' champs.
- Easter Weekend – where Easter is earlier towards better weather.
- Labour Day weekend – though dependant on the weather.

The campground is a quiet peaceful location, following a low cost and modest amenity model. No formal surveying of visitors has been undertaken but staff caring for the Domain note regular return visitors and good feedback to them directly.

#### 8.7.2 District Plan hours of operation:

The hours of permitted operation in the recreation zone under the District Plan are:

##### *15.4.3.1.(e) Hours of Operation*

*Any activity shall not operate outside the following hours of operation:*

- Between 7:00am and 10:30pm (Monday to Thursday inclusive and Sundays).*
- Between 7:00am and 12:00 midnight (Friday and Saturday).*

The applicant would be applying to operate outside those hours for all days and times past 10:30pm. The District Plan is concerned with effects on neighbours and activities outside the site.

The effect on the campground is an effect on Council owned operations. Council needs to decide whether the effects on the campground are acceptable under this Reserves Act process. A resource consent application will cover effects on surrounding properties and activities, if any.

#### 8.7.3 Effects on campground:

##### *Numbers:*

There would be positive effects from a function centre on the campground in terms of use, if people attending the functions chose to stay at the campground.

This is viewed with some caution given the character of the campground. It may mean people coming and going from the campground during the function, possibly adding to disturbance of other campers.



**Noise:**

The applicant has commissioned and provided a noise report from Marshall Day Acoustics. The report found:

Page 15 of the report addresses the Noise effects on the campground and found:

*“From Table 6 it can be seen that even with internal music noise levels of 80 dB LAeq within the venue, the likely impact for people camping in this area is predicted to be significant. Given that many camping accommodation types provide minimal sound insulation, there does not appear to be a practicable approach for addressing such an adverse noise effect.” (Emphasis added).*

The full noise report can be found in Attachment 5: Assessment of Noise Effects. The effect on neighbours is something that will be considered through the resource consent process.

**8.7.4 Officer Comment:**

The function centre will fundamentally change the nature of the campground from a quiet “off the beaten track” experience to something more akin with might be expected in an urban or high-volume tourist campground where loud boisterous activity is more common and expected.

A small selection of campground “rules” via an internet search suggests most campground have “quiet time” rules from 10 pm or 10:30 pm onwards. The function centre will be a “significant” noise effect even compared to more urban campgrounds.

Urban campgrounds typically have a full-time manager living on site. Where “quiet time” noise breaches are occurring, or complaints arise, the onsite manager can deal with them. The Ashhurst Campground does not have a on site manager.

Officers and the applicant have discussed management measures that could be put in place to limit the effect.

After considering the campground busy times the applicant has revised their proposed hours of operation to:

Dates	Day/Evenings bookings - Events finish by 10 pm, pack out by 11 pm	Late night Bookings - Events finish by 12 midnight, pack out by 1 am
Waitangi Day (day of week dependent)		No
Waitangi weekend		
Easter Weekend		No



Anzac Day		No
Queen's Birthday Weekend		No
Labour Weekend		No
18 December to 30 December		
		No
All other Fridays and Saturdays		
All other Sundays through Thursdays		No

Comments from the applicant on public holidays included in the "late" hours were:

- *"Unless Waitangi Day falls on the Friday or Saturday (in which case we would hold no late events) we still need to trade on the Friday and Saturday of a Waitangi weekend."*
- *"Wellington anniversary weekend we need to be open" [until 12 midnight]*

The campground would be affected during the January and February busy season by the hours proposed. While efforts are being made by the applicant to manage the hours to reduce the effects on the campground there will be a fundamental tension between camping – which is common function of reserves and explicitly contemplated in the Reserves Act, and the function and event venue.

There are some steps that Council could take to mitigate the expectations and effects on reputation of the campground:

- Advise prospective campers in communications (website, signage onsite) and when bookings are being made that a function is on or could be on.

## 9. RESERVES ACT 1977 CONSIDERATIONS:

9.1 Section 17(1) of the Reserves Act 1977 defines the purpose of recreation reserves as:

*"for the purpose of providing areas for the recreation and sporting activities and the physical welfare and enjoyment of the public, and for the protection of the natural environment and beauty of the countryside, with emphasis on the retention of open spaces and on outdoor recreational activities, including recreational tracks in the countryside."*

9.2 Officer comment: The proposed function centre would provide a venue for recreation activities such as family celebrations and events, as well as community events. It would also be used for non-recreation events such as corporate functions. The proportion of community vs corporate activity has not been assessed.

9.3 A similar example would be the Chalet at the Hokowhitu Lagoon.

- 9.4 Testing the proposal with the community will help inform Council of the value the community may place of the proposed venue vs the impact on the reserve.
- 9.5 Section 17(2) requires:
- (a) The public shall have **freedom of entry and access to the reserve, with the exception of the ability to lease areas** under Section 54 which covers the leasing powers.
- 9.6 Officer comment: The lease area is approximately 1,500 sq m on a reserve of 50 plus ha.
- 9.7 The lease area is similar to previous café leases that technically entitled those lease holders to exclude the public from the area, though in reality was there was very little if no effect on public access under the old café leases due to the nature of the business. The new proposal includes a more extensive building and would result in some minor reduction in the accessible space.
- 9.8 Current community access to the proposed lease area is people walking through the site, stopping to consider the views and occasionally a few parked cars. There are alternative purpose build viewing platforms at the site which provide similar views to that seen from the proposed lease area.
- 9.9 (b) Where scenic, historic, archaeological, biological, geological, or other scientific features or indigenous flora or fauna or wildlife are present on the reserve, those features or that **flora or fauna or wildlife shall be managed and protected to the extent compatible with the principal or primary purpose of the reserve:**
- 9.10 Officer comment: Six gum trees are proposed to be removed to accommodate the function venue. Refer Figure Four.
- 9.11 While the trees are not in the site proper they are close to the proposed building. Given the light weight construction proposed and the propensity of gum trees to drop large branches, the removal of the trees would be required to reduce the risk of injury and property damage.
- 9.12 The trees form part of a shelter belt with an understory of native trees and plantings. They are not considered significant specimens but do provide shelter, and food for birds such as Tui. The applicant proposes planting natives to improve the aesthetics and off-set the loss of the gums.
- (b) Those **qualities of the reserve which contribute to the pleasantness, harmony, and cohesion of the natural environment and to the better use and enjoyment of the reserve shall be conserved:**

9.13 Officer Comment: The general visual aesthetics and cohesion of the natural environment is largely unaffected by the proposal – tree removal and planting noted in the preceding section.

9.14 The function centre will affect the natural environment through noise. Due to the nature of the proposed building, a lightweight marquee type facility, the effects will be more pronounced than other venues Council has experience with.

- Other Domain users will hear functions that include amplified music or speaking during the day. For example, the cemetery users, bush walkers, pony club and campground users particularly.
- Campground users will hear and have the sleep and experience affected to a greater degree at night.

(c) to the extent compatible with the principal or primary purpose of the reserve, its value as a **soil, water, and forest conservation area shall be maintained.**

9.15 Sensitive management of the stormwater from the marquee would be required but otherwise the effects are limited to the loss of 6 exotic gum trees. Native plantings proposed as mitigation and for aesthetic value may have as greater or great ecological value.

## 10. GIVING EFFECT TO THE PRINCIPLES OF THE TREATY OF WAITANGI

10.1 The Reserves Act 1977 is subject to Section 4 of the Conservation Act and requires that administering bodies under the Reserves Act 1977 give effect to the principles of the Treaty of Waitangi.

10.2 Rangitāne o Manawātū representatives have considered the proposal and a representative has visited the site with Council officers. Rangitāne have no particular concerns. They see some opportunity to use the design of the proposal and its landscaping to reference important adjacent and visible sites.

## 11. PLANNING ASSESSMENT

11.1 The part of Ashhurst Domain subject to this proposal is zoned recreation in the District Plan. The proposed function venue meets the definition of a community and leisure facility (meaning land and/or buildings used for public or private recreation, entertainment, meetings or social events). Pre-application meetings between consent planning staff and the Crafted and Co, identified that the proposed function venue would trigger non-compliances with the Recreation Zone rules and a resource consent (for a discretionary activity) would be required. Prior to the applicant applying for a resource consent, approval from the Council as land owner would

need to be obtained first through the leasing process required under the Reserves Act 1977, as outlined in this report.

- 11.2 Many of the potential effects on the environment have been considered in this report in Section 7.0. In particular there is discussion on the potential noise effects of the function venue's operation on the users of the adjoining campground. A full Assessment of Environmental Effects (AEE) would be required as part of the resource consent application process.

## 12. DESCRIPTION OF OPTIONS

- 12.1 **Option One: Consult the community on the proposal to approve a lease for a function venue at the Ashhurst Domain.**

Under this option Council would seek community input as one of the forms of information to inform its decision on the proposed lease. Council must give people the opportunity to object and be heard before making a decision to grant a lease. The draft lease is contained in Attachment Six

- 12.2 **Option Two: Decline the proposal for the lease for a function venue at the Ashhurst Domain**

If Council considers the effects of the proposal on the reserve to be too significant it can decline the proposal without having heard community views on the lease.

## 13. ANALYSIS OF OPTIONS

- 13.1 **Option One: Consult with the community on the proposal to approve a lease for a function venue at the Ashhurst Domain.**

Consulting the community would provide a further source of information to inform the decision on whether to proceed with a lease or not. The benefits and impacts of the proposal would be expanded upon or informed by community views. The consultation process would meet the requirements of the Reserves Act, enabling the Council to issue a lease, should they decide.

- 13.2 **Option Two: Decline the proposal for the lease for a function venue at the Ashhurst Domain**

Council could choose to decline the proposal if it considers the negative effects on the reserve are too significant.

## **14. CONCLUSION**

- 14.1 The proposal is consistent with the purposes of recreation reserves as the function centre would host and support recreation activities.
- 14.2 The benefits and effects of the proposal are challenging to balance. There will be a significant effect on a campground which is experiencing rapid growth in visitor nights. At present the Council does not have a community view on the relative importance of each of the identified benefits and effects. It is difficult for Council to decide on whether to support the proposal or not without this information.
- 14.3 Consultation on the proposed lease will provide the Council with community feedback, which could be considered before a decision is made. The consultation process would also fulfil the requirements of the Reserves Act.
- 14.4 Once community views have been considered, if the effects of the function centre outweigh the benefits, it would be pertinent for Council to make the decision to decline the proposal immediately, to save time and cost for the applicant and to remove uncertainty for the community.

## **15. NEXT ACTIONS**

- 15.1 Advertise the proposal to grant the lease and seek feedback.
- 15.2 Provide the opportunity for any objectors that wish to be heard to speak to Council.
- 15.3 Consider the objections and submissions and provide advice to Council on whether to accept, modify or decline the lease proposal.

## **16. OUTLINE OF COMMUNITY ENGAGEMENT PROCESS**






- 16.1 The issue is likely to be of strong interest to the Ashhurst Community and park users. The proposed consultation is:
  - Exceed the public notification period requirements of the Reserves Act – advertise in the local newspaper from 1 July until 9 August 2019.
  - Survey the campground users and Motorhome Association.
  - Signage at the playground, campground and on the site.

- Articles in the Ashhurst Village Voice.
- Social media posts on both PNCC side and request Ashhurst facebook page post.

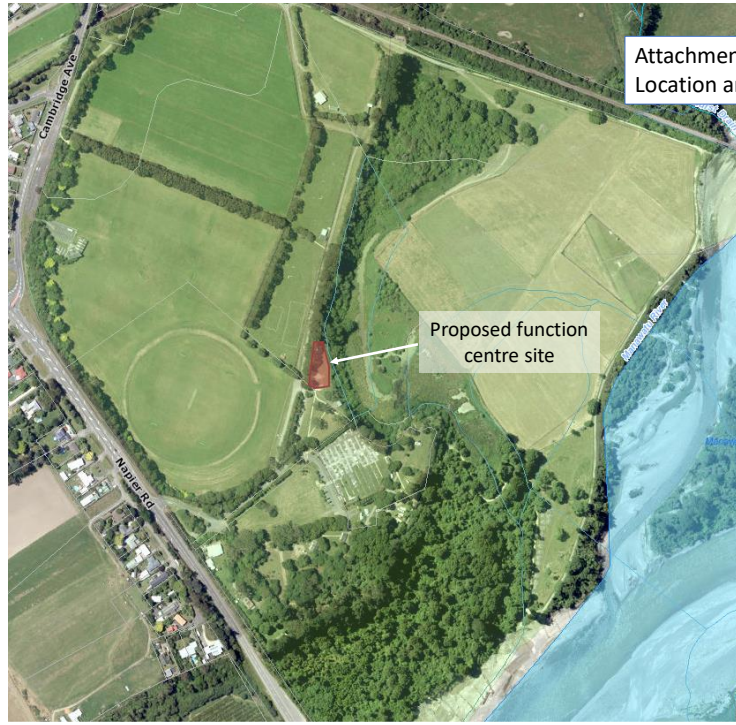
### **COMPLIANCE AND ADMINISTRATION**

Does the Committee have delegated authority to decide?	<b>No</b>
Are the decisions significant?	<b>No</b>
If they are significant do they affect land or a body of water?	<b>No</b>
Can this decision only be made through a 10 Year Plan?	<b>No</b>
Does this decision require consultation through the Special Consultative procedure?	<b>No</b>
Is there funding in the current Annual Plan for these actions?	<b>Yes</b>
Are the recommendations inconsistent with any of Council's policies or plans?	<b>No</b>

### **ATTACHMENTS**

1. Site maps [↓](#)
2. draft Policy for the use of Public Spaces Assessment [↓](#) 
3. Function Centre Proposal document [↓](#) 
4. Function Centre Concept Images [↓](#) 
5. Function Centre Assessment of Noise Effects [↓](#) 
6. draft Lease [↓](#) 





Attachment One:  
Location and Uses map

## **Draft Policy for the Use of Public Space – Ashhurst Domain function centre proposal assessment – copy from section 2.1 and 2.2 11 March 2019 Sport and Recreation Committee report covering deputaiton**

In December 2018 the Council approved for consultation the *Draft Policy for the Use of Public Space*. The purpose of that policy to further Council's aim to become a city that is an exciting place to live, work and study, with great places for people and lots to do. While this consultation has not yet occurred, it is useful to consider this application in the light of the guidelines proposed in that Draft Policy. This assessment is made briefly here where possible, and otherwise matters for consideration by Councillors are noted.

### 2.1 Strategic fit:

In December 2018 the Council approved for consultation the Draft Policy for the Use of Public Space. The purpose of that policy to further Council's aim to become a city that is an exciting place to live, work and study, with great places for people and lots to do. While this consultation has not yet occurred, it is useful to consider this application in the light of the guidelines proposed in that Draft Policy. This assessment is made briefly here where possible, and otherwise matters for consideration by Councillors are noted.

### 2.2 Consideration of the application against policy guidelines

#### 2.2.1 supports the achievement of the Council's goals

Comment: The relevant strategic goals are:

Goal 1: An Innovative and Growing City – Priority 1: Create and enable opportunities for employment and growth

Goal 2: Creative and Exciting City – Priority 1: Create a city that has great places for all people, and particularly families

Goal 4: An eco city – Priority 1: Respect and enhance the mauri of the Manawatū River

#### 2.2.2 is accessible to the wider community

Comment: The proposal is in several parts, and so accessibility to the wider community would vary, depending on what was going on at the time. For instance, private events, such as corporate training or weddings, would be closed to the public, but at other times there may be accessibility offered to market-day or restaurant attendees. On balance, it seems the proposed venue would be used predominantly by attendees at private events.

#### 2.2.3 adds to the variety of events or activities available in Palmerston North

Comment: The desire to add to the variety of event venues available in Palmerston North is stated by the applicants as a project objective.

#### 2.2.4 enhances any precinct identities

Comment: This guideline does not apply.

#### 2.2.5 provides an experience (rather than a simple commercial exchange)

Comment: The proposal is for a commercial venture which provides the opportunity for private functions and other events.

2.2.6 do not significantly limit the availability of space for general community use

Comment: The proposal is for the use of part of the open space at Ashhurst Domain. The space has been used for a café for a number of years. It is currently gets low levels of use by dog walking, picnickers and for parking. The former café buildings have been the subject of some vandalism since they were vacated.

The Draft Policy also notes that depending on the nature, duration, and type of activity or event, Council may also consider:

2.2.7 iwi feedback on the proposed event or activity

Comment: Ashhurst Domain is the site of a former Rangitāne pa, Otangaki pa, and engagement with Rangitāne will be required prior to a formal consent process.

2.2.8 the opportunity to enhance or celebrate the heritage values of the public space

Comment: There is no site specifically identified as having significant heritage value, but it is noted that the proposal is for the land adjacent to the Ashhurst Cemetery.

2.2.9 the opportunity to enhance or celebrate the natural environment of the public space

Comment: The proposal is for an area adjacent to the Domain's wetland area.

2.2.10 potential impact on existing city businesses

The proposed business is not considered to have an impact on any of the existing businesses in the Ashhurst community, as it is not a direct competitor. The proposal is a destination business with pre-planned events, it may have some impact on similar business in the city and region but the level and extent of that impact is not known.

# GLASSHOUSE EVENTS LIMITED ASHHURST DOMAIN – WEDDING AND EVENT VENUE PROPOSAL

February 2019

## OVERVIEW

### 1. Project Background and Description

**i** Kelly and Toni Melody are local residents who are both current business owners in the Manawatu community, through their respective businesses have identified a gap in the Manawatu for a modern large wedding and event venues that are open to clients organizing and developing their own style of event.

In early 2018 the Toni and Kelly approached PNCC about the future of the café site at the Ashhurst Domain after seeing that it had been unused and generally is a bad state of repair for several years. The site has had a number of leases attempt to make viable café options but none have succeeded, mostly due to a lack of foot traffic.

Toni and Kelly see huge potential in the, the beautiful landscape, view and amenities offered in the Domain as well as the potential added benefits to the Ashhurst and wider Manawatu community with an invigorated event space to attract visitors and locals to the area.

Kelly is the owner of THE CRAFTED AND CO. an event and catering business in Palmerston North and has extensive knowledge of the wedding and event trade in the lower north island. She is in a unique position to understand the market and the opportunities for the Manawatu if it was to have a destination venue of the standard they envision.

Manawatu couples, corporates and families often travel outside of the region to host their events, citing the need for modern, cool facilities that live up to their expectations of a unique event. Well over 70% of TCAC's current wedding clients are Manawatu based but only 30% of our wedding catering are held in the Manawatu. There are similar issues for Wellington Region based couples who tend to head to Wairarapa and Hawkes Bay due to a lack of venues and event spaces.

Ashurst domain is a beautiful retreat in the Manawatu that has in the past tried to entice customers to a small café, unfortunately without recent commercial success. We believe that by creating a destination for people to come to, to enjoy and to celebrate will breathe new life into this small part of the park, showing off the a new side to the Manawatu and showcasing an underutilized asset as an event and family gathering space.

As a prominent caterer across the lower North Island based in Palmerston North, servicing over 70 weddings every summer and growing, we are in a unique position to understand the absolute need within the Manawatu to give every local the opportunity to keep their event local. Without a purpose-built event and wedding space like this, in a beautiful natural underutilized space, the Manawatu is collectively losing business which could benefit the whole community with the benefit of additional accommodation nights, meals, transport and employment. There is also added benefit of giving those new to the area a positive experience and those lucky enough to be from here another thing to be proud of.

We envision this space will enhance the natural area, an unobtrusive build that encapsulates the surrounding area. With events that celebrate family values, community and corporate needs.

From our point of view this is a commercial necessity and opportunity for the Manawatu not to be missed. .

## 2. Project Scope

### **i** Physical Scope

The project seeks to build a full service function and events venue on the current lease site (see image 1). The venue will include the current café building which will be extensively renovated to become a full service commercial catering kitchen as well as a pop up café/restaurant.

A commercial, clear, semi-permanent marquee will be erected on a 26m/ 12m concrete slab which will be integrated with two 40foot containers as the back as service modules. One housing a full service bar and the other storage for furniture and event needs. (Basic Architect drawings image 2). The marquee has a life of at least 10 years and is intended to stay erected for that time (unless a better idea for the space that suits, or if the business doesn't succeed and then it can be removed easily)

The site currently has two toilets which will be expanded to add an additional three.

The site will be extensively planted and landscaped using native plants and replicated planting from around the domain to ensure the site maintains its natural bush like appearance. Ground works, pathways and trails around the event site will be maintained and enhanced as part of the project and will reflect the vision the PNCC has for the site as well as the follow through from the river walkway guidelines.

Availability of parking in the domain is extensive with a large area beside the event space to be groomed to make carparks more visible to guests and domain visitors alike. (see image 3)

### **Business Scope:**

The project has four main business streams.

1. Weddings and Private Events- predominantly Fridays and Saturdays – 1pm – Midnight
  - November – April are High Season for events of this nature
2. Pop up Café / Restaurant trade – with selected vendors being able to use the kitchen/ event space to host pop up café/ restaurants. – Potential for 7 days – 7am – 10pm
  - Local Vendors / New Business wanting to test the market will be able to use the venue/ Kitchen to host events, we love the idea of this space being a testing ground for new businesses looking to test the market as well as potentially existing local businesses looking to try something different.
3. Corporate Events – Balls, Conferences, Trade Events – Potential for 7 days – 7am til 10pm
  - Interesting and unrestricted event spaces are hard to find within the Manawatu and even the Lower North Island with the venue being within bus distance to Palmerston North and accommodation providers.
4. Markets, Fairs and Public Events – Predominantly weekend days
  - Utilizing the entirety of the Domain for an open air market as well as the potential to attract events from outside of the region. Smaller local markets can also be accommodated within the small leased space. We love the Christchurch Markets and Markets over in the Hawkes Bay and believe this can be incorporated into the business model for the space. Adding much needed opportunity for our local artisans and makers.

The intent behind the event space is to provide a beautiful blank canvas which a wide range of groups can enjoy, customize and utilize.

The venue is intended to be an open venue with Clients being able to choose their caterer (although they need to be approved) with no obligation to use TCAC.

(see image 4)

### 3. High-Level Requirements



*In order to move forward the following is asked:*

*Agreement in principle that Council supports the proposal – before further work can proceed there needs to be consensus that the concept is a useful and acceptable use of space within the Ashhurst Domain.*

*Amendment to Resource Management Plan – with public notification – Currently an event space within the Domain is not an expected activity*

*As the Domain is located within a Park and Reserve and the introduction of an Events and Function center were not foreseen when the designations of the land were determined, the activity appears to need an amendment to the current resource management plan which will require public notification.*

*Resource Consent to be lodged which addresses all concerns that we foresee, apart from an agreement from the PNCC that the venue will not comply with current standards for noise at the Campground. An agreement that the benefits outweigh the negatives would need to be reached.*

### 4.

#### Positives



**PNCC**

*The Ashhurst Domain is a beautiful natural space that is currently under utilized. We believe the addition of a Wedding and Event Space will help deliver on the Vision of the PNCC for The Manawatu River Framework to 'each year there will be more things to do and more people will spend more time at the Manawatu River Park'*

*The Ashhurst Domain falls into the 'Gateway' framework and it is already a vision of PNCC to increase visitor numbers and interaction with the river and its pathways, we see our proposal as being a positive aspect of this vision*



#### Ashhurst Community

*In all of the conversations had with residents, and visitors to the Domain, overwhelmingly they welcome the space being utilized. The community is excited to have more events and activities available. The flow on effects for the*



small community will be wide, with accommodation, dining and supplementary vendors all benefiting from a rejuvenated space.

#### Accommodation Providers

More events in the Manawatu mean more nights in hotels, Air B&B's and other accommodation.

#### Event Providers and Vendors

There is ever growing creative and diverse base of businesses based in the Manawatu who will all benefit from having a new wedding and event space in the region. Florists, Hire Companies, Celebrants, Restaurants, Cafes, Caterers, Tradespeople, Hairdressers, and many many more.

#### Local Retailers

Out of town guests will visit local retailers while they are in town.

#### Community Groups

The event space will be available for meetings, gatherings and events as well as hosting many events within the local community.

## 5. Potentially Effected Parties and Mitigation



### Ashhurst Residents – Noise, Increased Visitors to the Domain.

**MARSHALL DAY**  
Acoustics

Table 5: Saturday night: Predicted noise level increases in noise levels and impact

Location	Noise level dB, L <sub>eq</sub>					
	90	Impact	85	Impact	80	Impact
In Venue						
1400-1450 Napier Rd	+5	Noticeable	+2	Negligible	+1	Negligible
1456-1502 Napier Rd	+10	Substantial	+5	Noticeable	+3	Slight
3-15 Cambridge Ave <sup>2</sup>	+7	Noticeable	+4	Slight	+1	Negligible
32-34 Cambridge Ave	+8	Noticeable	+1	Negligible	+1	Negligible
25-27 Pembroke St	+8	Noticeable	+4	Slight	+2	Negligible

**Note:** 1 includes 63 York Street

Tables 4 and 5 show that with a noise level within the venue of 90 dB L<sub>eq</sub>, the impact on the night time receiving environment has the potential to range from noticeable (an appreciable change) to serious (a more than doubling of the existing noise levels). With a noise level within the venue of 80 dB L<sub>eq</sub>, the impact on the night time receiving environment has the potential to range from negligible (an insignificant change), to slight (just perceptible). For the dwellings listed in Table 5, this would be considered minor. Note that even with an internal venue music sound level of 80 dB L<sub>eq</sub>, music may still be audible at times at various receiver locations.

A full acoustic report has been commissioned to ascertain the effects of noise on the surrounding neighbours. The full report is attached. The report notes that a 80 dbl level at the venue has a slight to negligible effect on the surrounding residents. 80dbL is more than enough noise at the venue for a band to play at a wedding and have the sound dissipate to negligible and slight levels.

The Domain has a great kids playground, is a gateway to the Manawatu River Walk and is a widely used as a space to walk dogs. We don't anticipate any change to this. With ample parking throughout the Domain and the addition of a pop up event space we see the venue as enhancing these activities rather than detracting from them.

### Campers – Noise, Increased Visitors to the Domain

Campers are one area where the mitigation of sound cannot be achieved. Simply because a tent has no ability to keep any noise out. We envision that camp ground usage would increase with the introduction of the venue as it would be utilized by out of town guests as a place to stay. Late Closing (1am) would only occur on Fridays and

Saturdays (if booked) and with nothing later than 10pm during weekdays or Sunday. Its worth noting here that its unlikely that the venue will be used late at night during the week with any regularity.

**Wetlands – Birdlife effected by Increased Visitors to the Domain**

This is being investigated currently, and a letter writing supporting the statement that negligible effects will be had on the wetland below the venue space. As a venue we will strive to ensure that no adverse effects will be had to the wildlife that surrounds teawaglasshouse.

**Cemetery Users – Noise, Increased Visitors**

The cemetery located within the Domain hosts approximately 10 funerals a year, it is unlikely that any effect would be had by having an event venue located within the same Domain. The areas are fundamentally separate and in reality, the venue could be utilized as a wake space if required.

**Other Venue Operators in the Manawatu**

There will be effects on some of the local venue operators, however we believe our proposition is unique and offers a new and under serviced market a service that is not currently available. We don't believe that competition is a barrier to entry.

**PNCC – increased visitors, pressure on infrastructure**

As part of the River framework and the current effort that PNCC is putting into the beauification and also into encouraging residents and visitors to the make use of the river we believe this venue will be far more of an asset than an hinderance to PNCC.

## 6. Affected Business Processes or Systems

**i** The developers have already invested 60k on the base requirements for feasibility of the site and require surety of further investment.

Investment so far has included:

Geo tec testing stability of the site - report attached

Impact of Noise – In regards to Ashhurst residents and Campers in Camp Ground – A full acoustic report has been done by Marshall Day acoustics – report in full attached

Architectural drawings for both the wider site, marquee and kitchen

Engagement of all trades

Expected investment is around 500k

## 7. High-Level Timeline/Schedule



1. Report is submitted to PNCC for private readings and reflection- FEB
2. Report is discussed at PNCC meeting – MARCH – Assuming its acceptance
3. MARCH/APRIL – Public submissions for Change to Resource Management Plan and Resource consent application – simultaneously submitted for expediency.
4. JUNE – assuming all consents granted build begins
5. Open NOVEMBER 2019

Thank you for taking the time to consider our proposal, if you have any questions or require any further clarification please don't hesitate to get in touch.

Kelly Melody // 0274193264 // [kelly@thecraftdandco.nz](mailto:kelly@thecraftdandco.nz)



IMAGE 2. ARCHITECT DRAWINGS

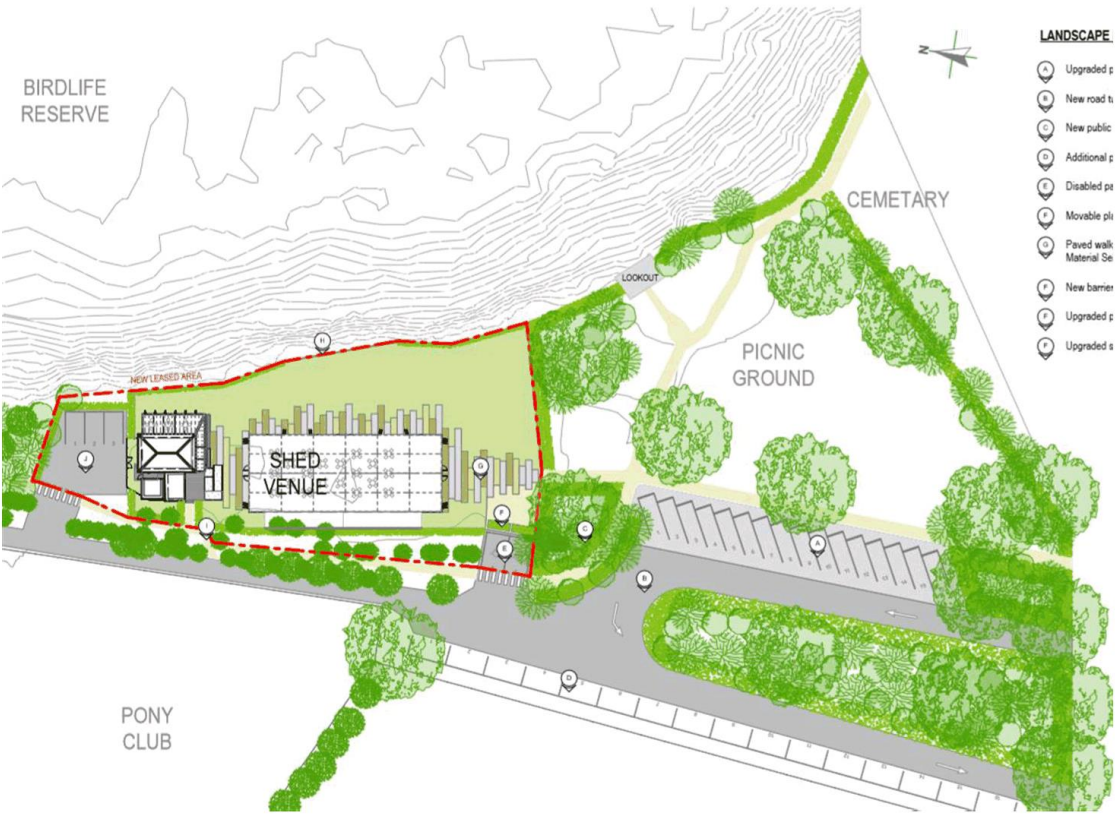


IMAGE 2.1 – COMMERCIAL KITCHEN/ CAFÉ REDEVELOPMENT OF THE CURRENT CAFÉ

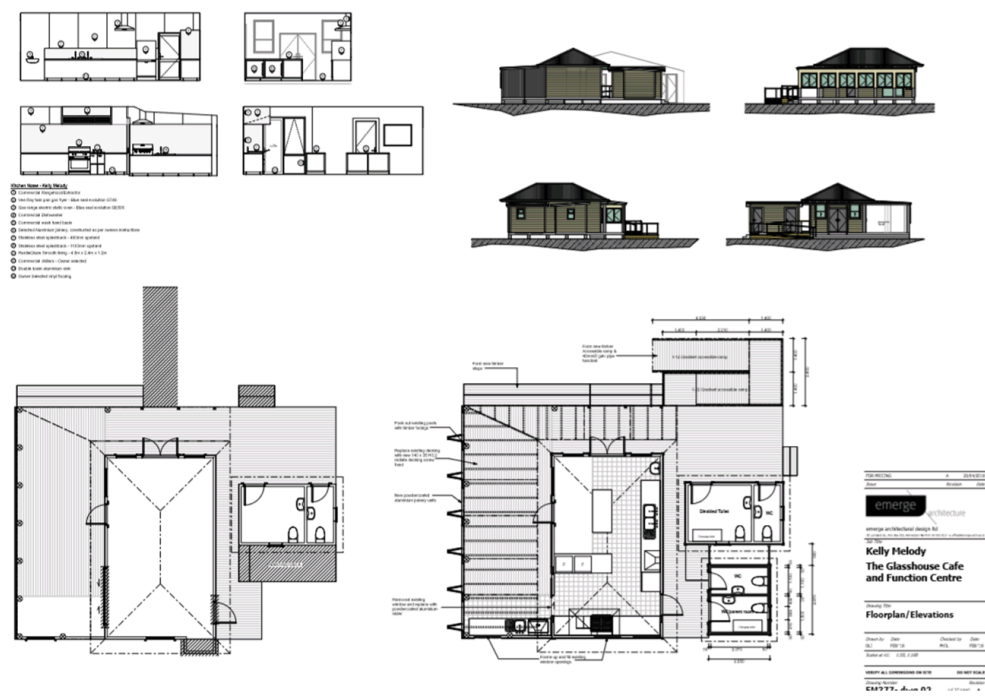




IMAGE 3 - ARTISTS IMPRESSION OF SITE INCLUDING PARKING

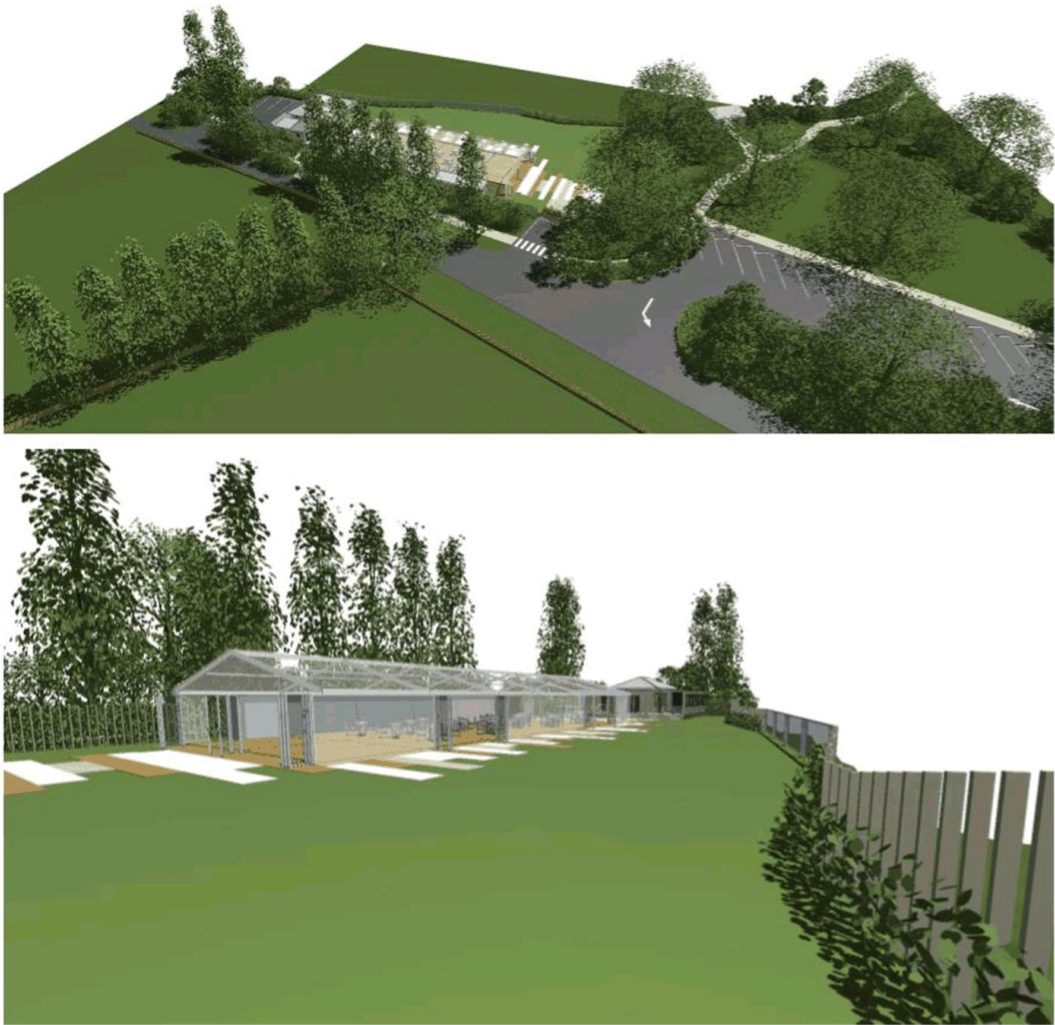


IMAGE 4 - COLLAGE OF IMAGES – CONCEPT OF SPACE – Sourced via Pinterest









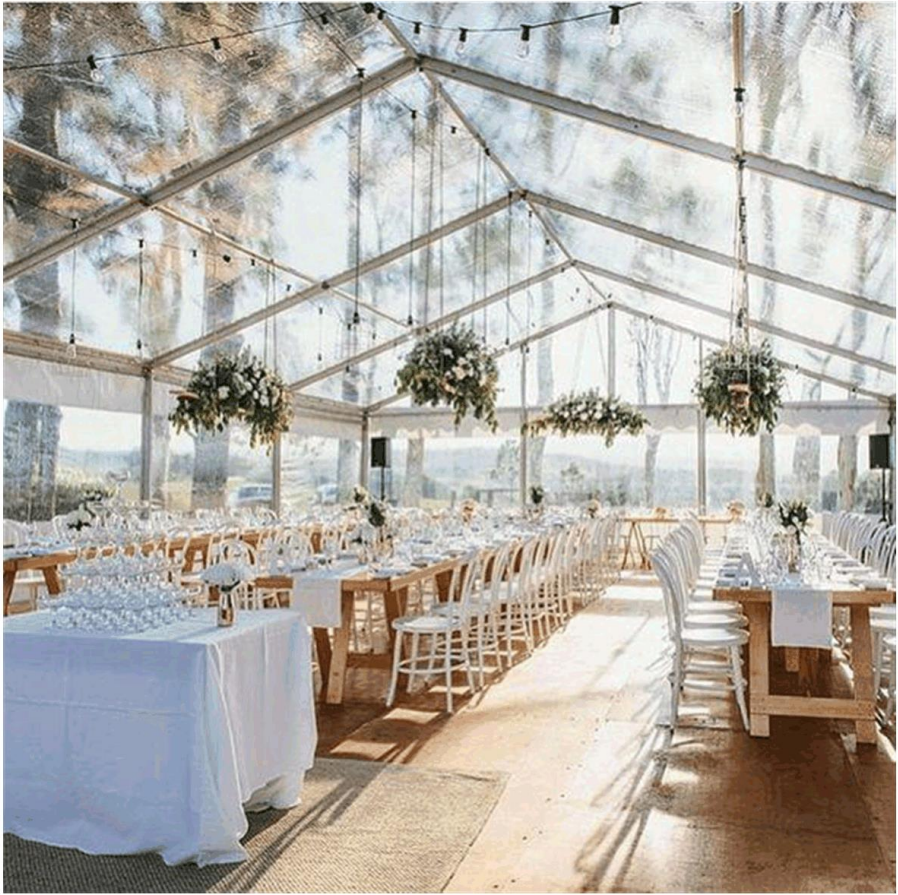




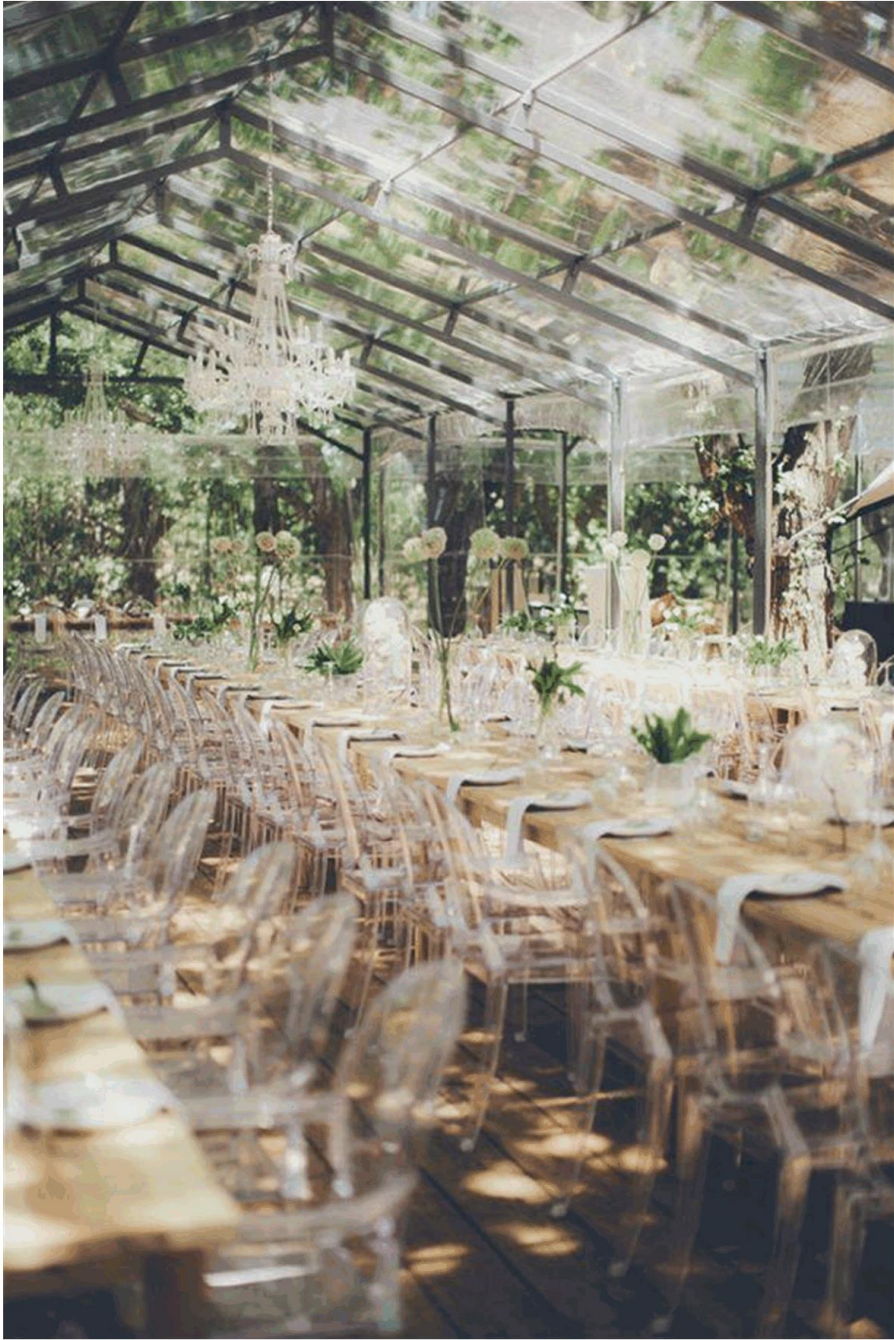






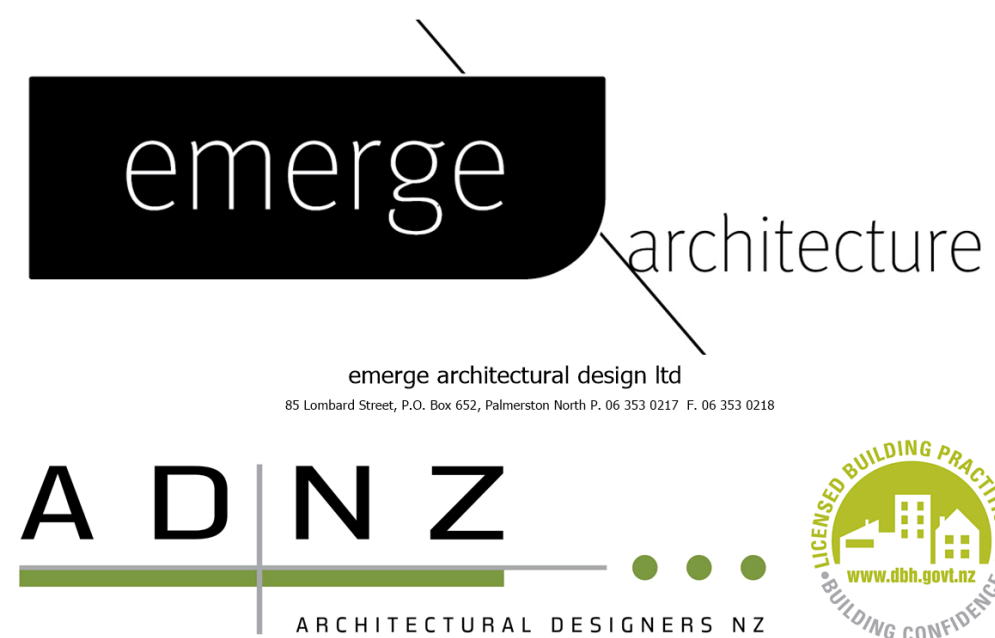






CURRENT SPACE....





PROPOSED The Glasshouse Cafe and  
Function Centre FOR:

**Kelly Melody**

**Ashurst Domain, Palmerston North  
Lot 1 - DP 55676**

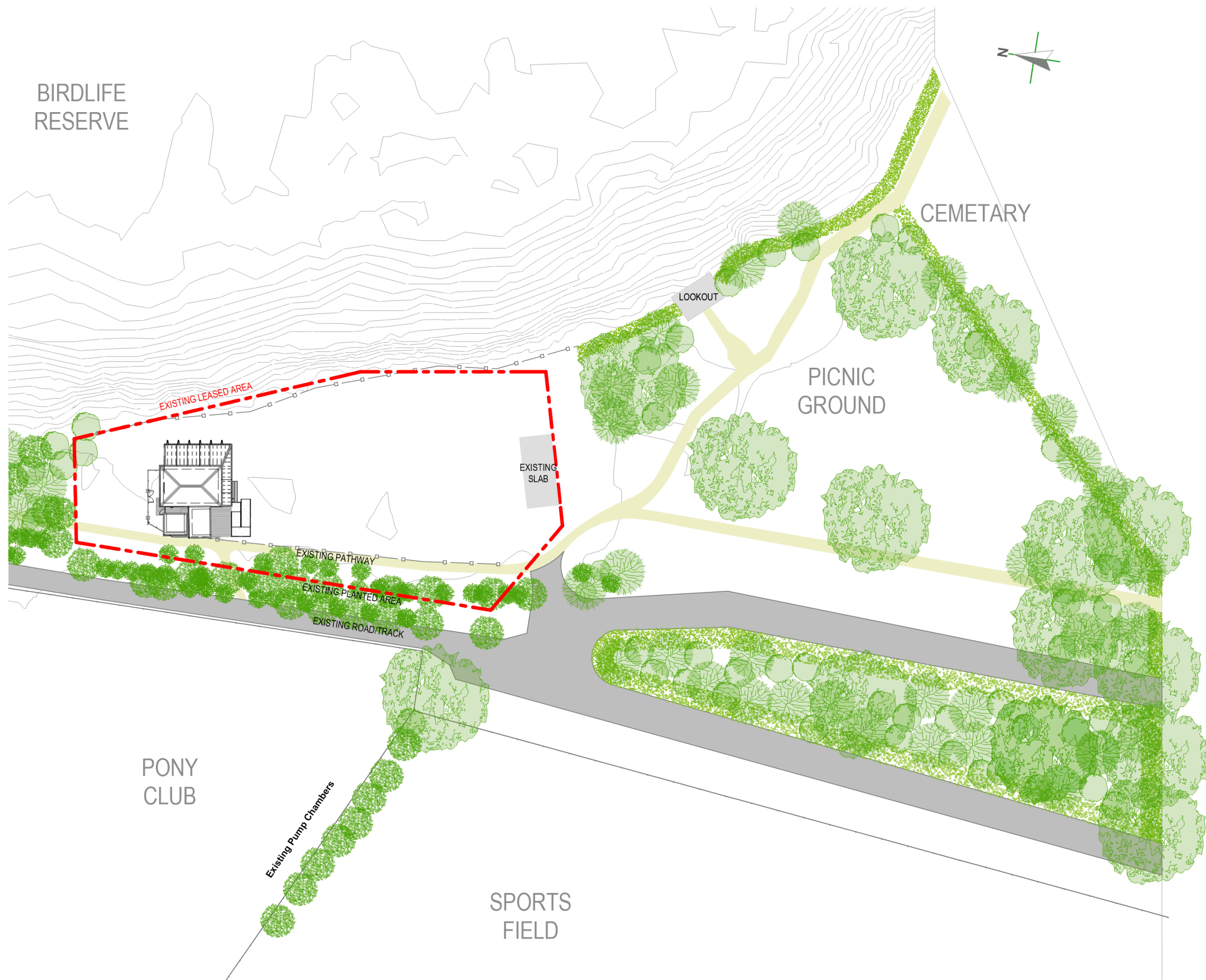
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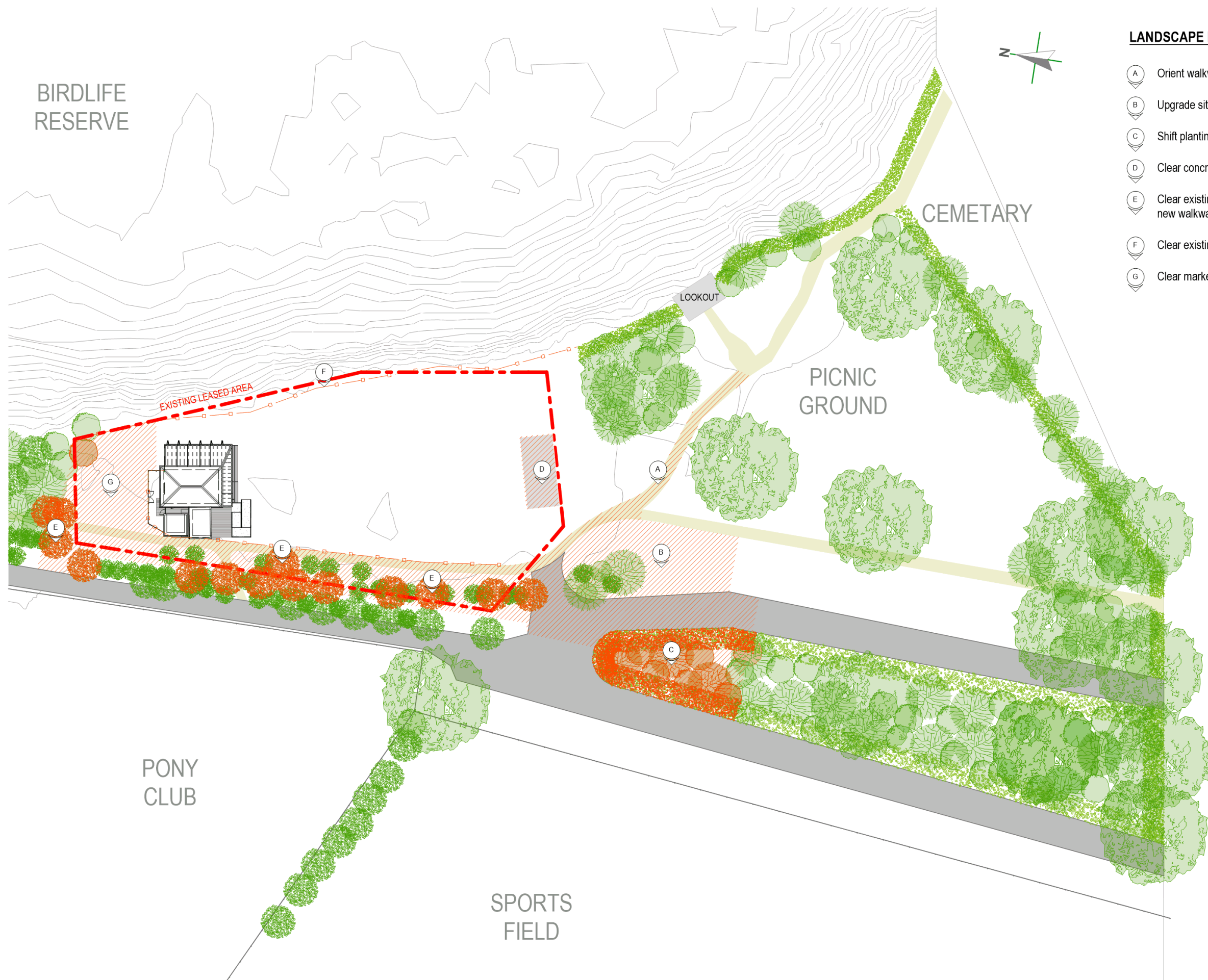




PRELIM FOR CLIENT DISCUSSION		08/06/2018	
Issue		Revision	Date
<b>emerge</b> architecture emerge architectural design ltd 65 Lombard St., P.O. Box 692, Palmerston North P. 06 353 0217 e. office@emerge-arch.co.nz Job Title <b>Kelly Melody</b> <b>The Glasshouse Cafe and Function Centre</b> Ashurst Domain Palmerston North			
Drawing Title <b>LANDSCAPE PLAN</b> <b>EXISTING</b>			
Drawn by	Date	Checked by	Date
JONO	JUNE '18	PHIL	JUNE '18
Scales at A1: 1:500			
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Drawing Number		Revision	
<b>EM377- dwg 01</b>		(of 15 total) A	







# LANDSCAPE REMOVAL LEGENDS

- A Orient walkway away from leased site
- B Upgrade site to provide area for parking
- C Shift planting to provide better access to carpark
- D Clear concrete slab to make good for grassed area
- E Clear existing Gumtrees (highlighted in orange) for new walkway
- F Clear existing fence for new barrier
- G Clear marked site and upgrade area for parking

PRELIM FOR CLIENT DISCUSSION 08/06/2018

Issue Revision Date

emerge architecture

emerge architectural design ltd  
85 Lombard St., P.O. Box 692, Palmerston North P. 06 353 0217 e. office@emerge-arch.co.nz

Job Title

**Kelly Melody**  
**The Glasshouse Cafe**  
**and Function Centre**  
Ashurst Domain Palmerston North

Drawing Title  
**LANDSCAPE PLAN**  
**REMOVAL**

Drawn by Date Checked by Date  
JONO JUNE '18 PHIL JUNE '18

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**EM377- dwg 02** (of 15 total) A

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# LANDSCAPE PROPOSE LEGENDS

- (A) Upgraded parking space
- (B) New road turning lane
- (C) New public walkway and planting
- (D) Additional parking space
- (E) Disabled parking space
- (F) Movable planter boxes / temporal entry barrier
- (G) Paved walkway for visitors  
Material Selection : Concrete / Timber / Riverstone
- (F) New barrier and lookout to Birdlife Reserve
- (F) Upgraded public walkway
- (F) Upgraded site for service parking to cafe

PRELIM FOR CLIENT DISCUSSION		08/06/2018
<i>Issue</i>	<i>Revision</i>	<i>Date</i>

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85 Lombard St., P.O. Box 692, Palmerston North P. 06 353 0217 e. office@emerge-arch.co.nz  
Job Title

**Kelly Melody**  
**The Glasshouse Cafe and Function Centre**  
Ashurst Domain Palmerston North

Drawing Title  
**LANDSCAPE PLAN**  
**PROPOSED**

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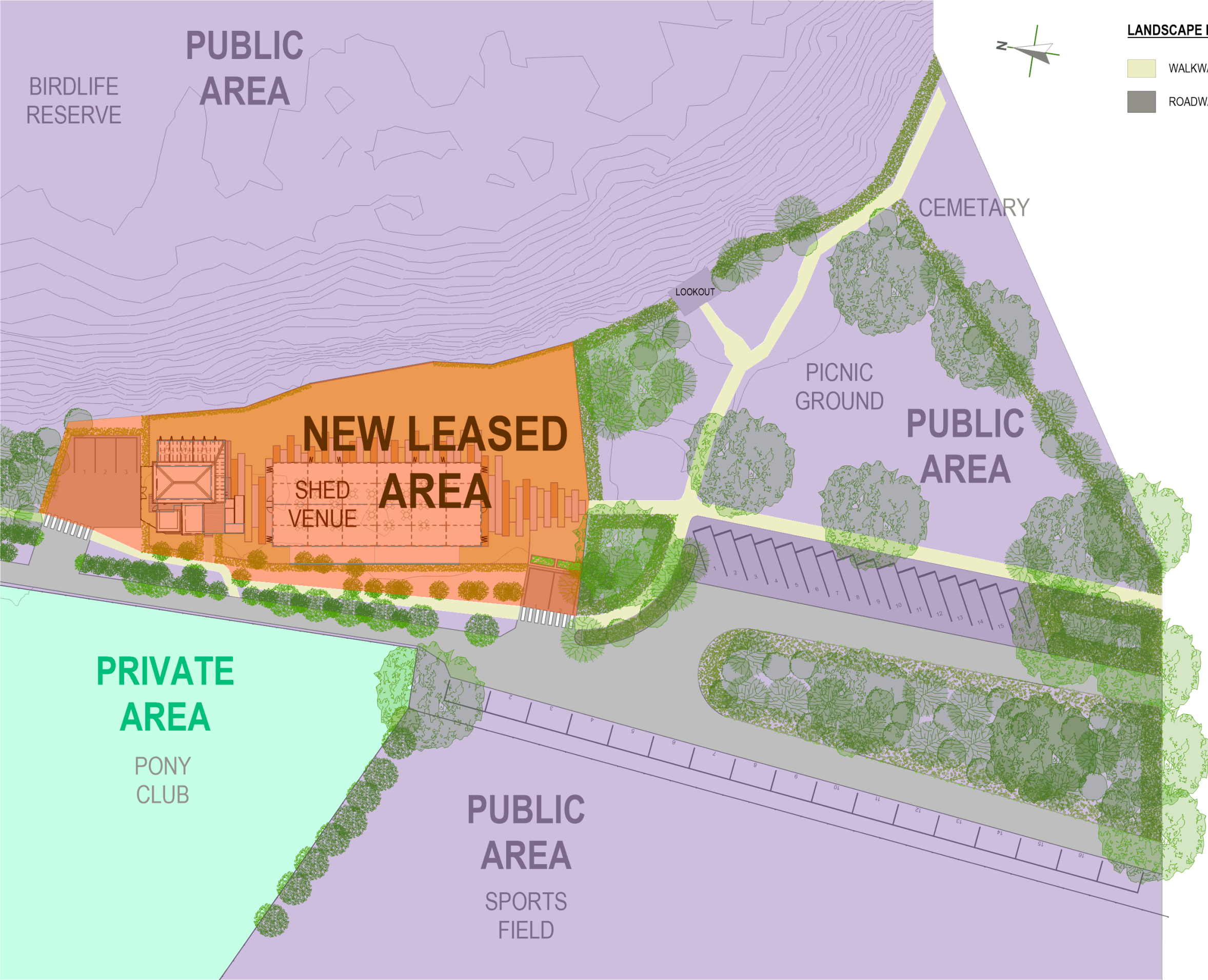
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Drawing Number	Revision
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LANDSCAPE PATHWAY LEGENDS

- WALKWAY
- ROADWAY

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<i>Issue</i>	<i>Revision</i>	<i>Date</i>



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**Job Title**  
**Kelly Melody**  
**The Glasshouse Cafe and Function Centre**  
 Ashurst Domain Palmerston North

**Drawing Title**  
**LANDSCAPE PLAN - CIRCULATION**

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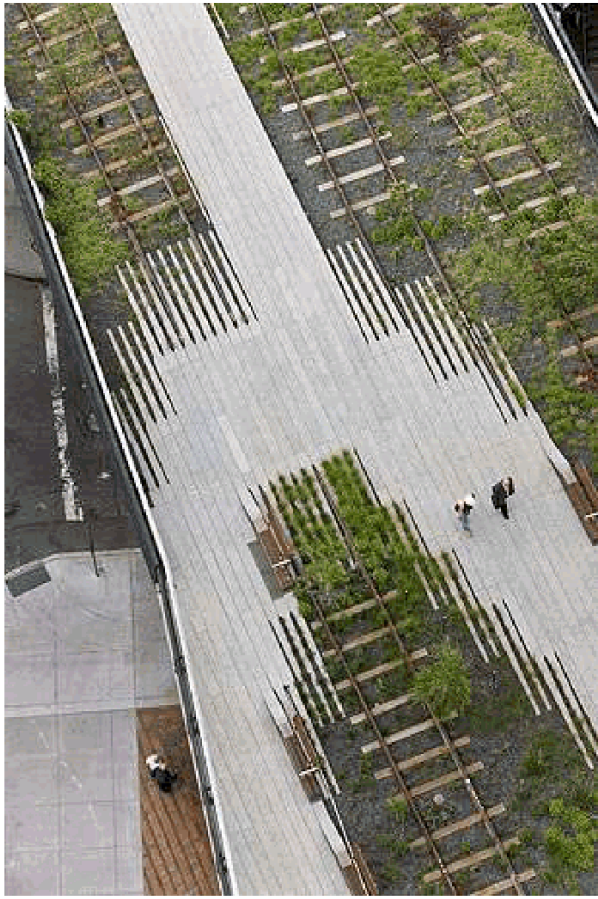




Gallery of Pedreria Do Campo - M Arquitectos  
Barrier Strategy



Gallery of Pedreria Do Campo - M Arquitectos  
Glazed Panel Lookout



The Highline - Diller Scofidio + Renfro  
Landscape Paving

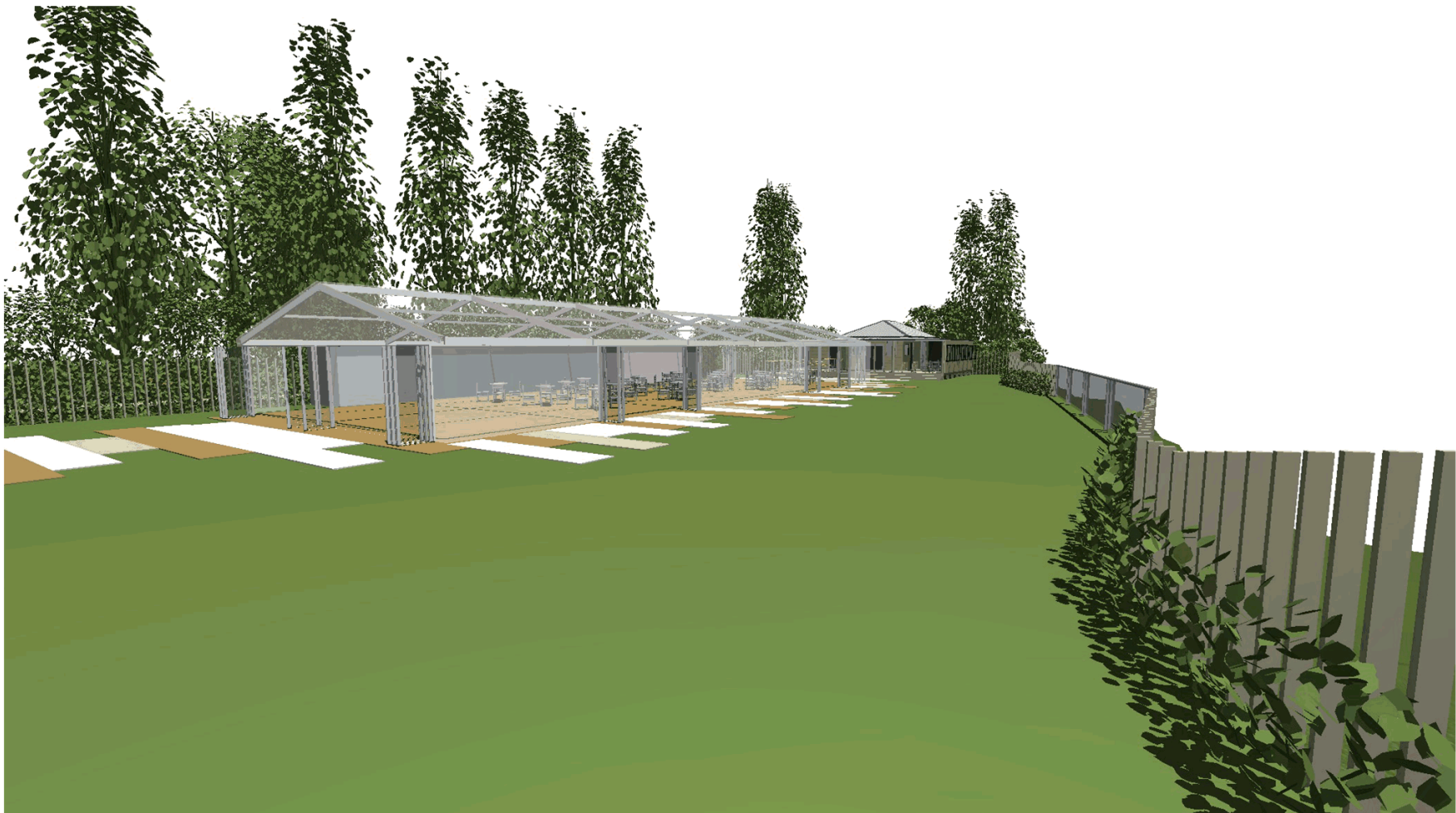


Movable Planter Box


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The Glasshouse Cafe and Function Centre			
Ashurst Domain Palmerston North			
Drawing Title			
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*Job Title*  
**Kelly Melody**  
**The Glasshouse Cafe**  
**and Function Centre**  
 Ashurst Domain Palmerston North

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*Drawing Title*  
**PERSPECTIVES**

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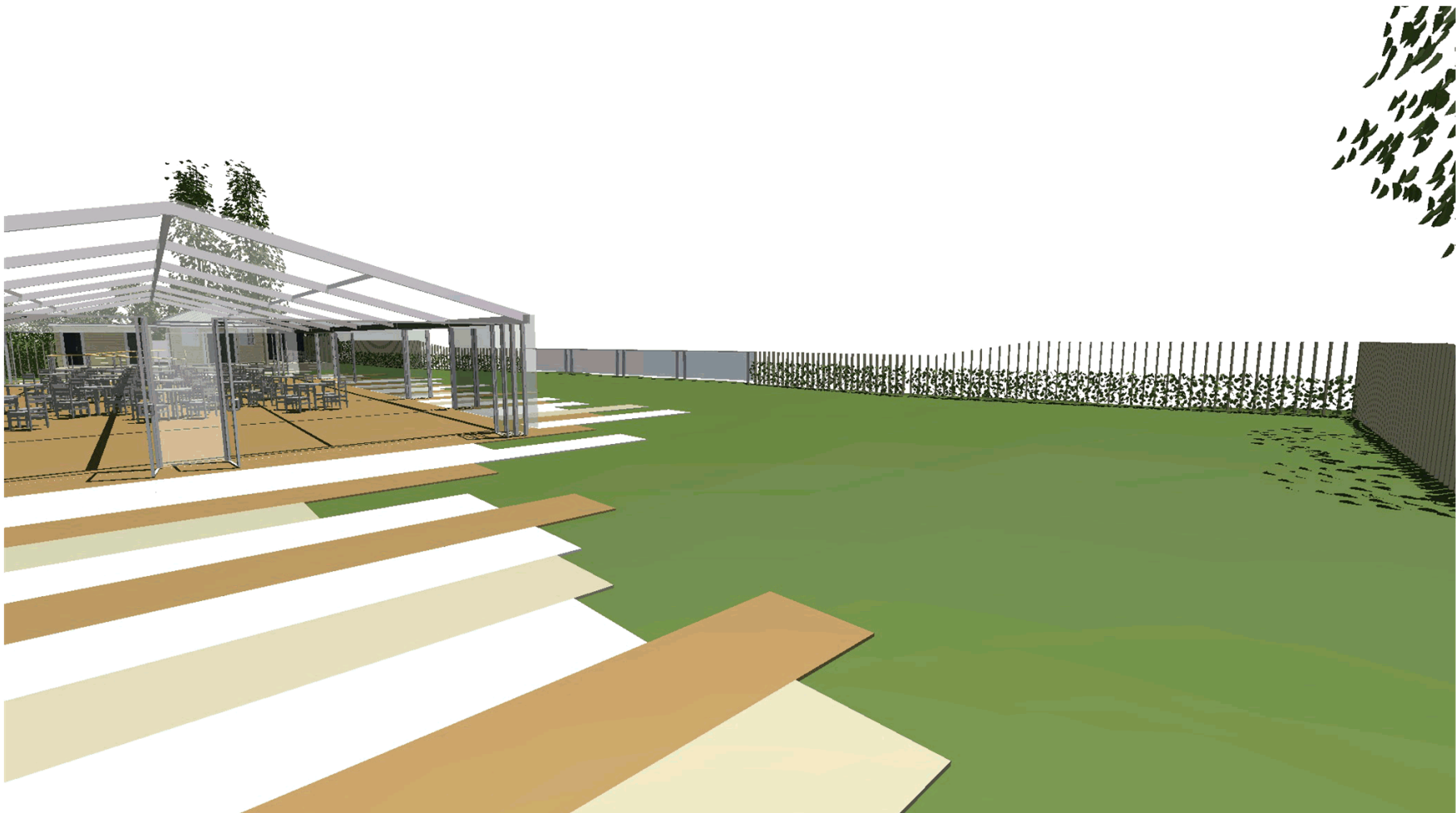
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**MARSHALL DAY**  
Acoustics



PROPOSED EVENTS VENUE: ASHHURST DOMAIN  
ASSESSMENT OF NOISE EFFECTS

Rp 001 20180138 | 07 July 2018



Project: **PROPOSED EVENTS VENUE: ASHHURST DOMAIN**

Prepared for: **Onslow Construction + Design Ltd  
 22 St Albans Avenue  
 Palmerston North 4410**

Attention: **Chris Tombleson**

Report No.: **Rp 001 20180138**

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## 1.0 INTRODUCTION

Onslow Construction + Design Ltd proposes to develop an events venue within the Ashhurst Domain. Marshall Day Acoustics has been engaged to provide an assessment of the environmental noise effects for this proposal.

The following assessment is based on drawings provided by Emerge Architectural Design Ltd, including:

- *Glass House Café Plan B*, dated 29 January 2018;
- *Floor Plan-3D 16.03.18*, received by Marshall Day Acoustics 29 May 2018;
- *Baytex GlassHouse marquee*, received by Marshall Day Acoustics 29 May 2018.

A glossary of acoustic terms used in this report is included as Appendix A.

## 2.0 PROPOSED FACILITY

The venue is proposed to be located near the eastern edge of Ashhurst Domain. It would consist of a small café area located in the existing building, and a relatively large marquee area to be used as a venue primarily for weddings, birthday celebrations and similar events.

The closest potentially affected Residential zoned properties include:

- 1400 to 1502 Napier Road;
- 3 to 15 Cambridge Avenue;
- 63 York Street;
- 32 and 34 Cambridge Avenue; and
- 25 to 27 Pembroke Street.

Although not specifically addressed within the Palmerston North City District Plan, noise effects within the Domain camping ground<sup>1</sup> have also been considered within this assessment.

Properties located at greater distances from the proposed venue may be exposed to noise from the venue, but noise levels and effects would be less than for the properties considered in this assessment. This is due to additional attenuation from increased distances and screening.

Figure 1 shows the location of the proposed venue and surrounding properties. Figure 2 shows the proposed venue location in the context of District Plan zoning.

From communication with the Applicant, we understand that the venue would operate primarily during Friday and Saturday evenings, typically between 9 pm and 1 am the following morning.

The Applicant has also stated that there is potential for weekday operation of the café area, up to 9 pm.

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<sup>1</sup> Camping grounds are not considered a noise sensitive activity under the Palmerston North City District Plan.



Figure 1: Approximate location of proposed venue (blue) and surrounds (Base Image: PNCC GIS)

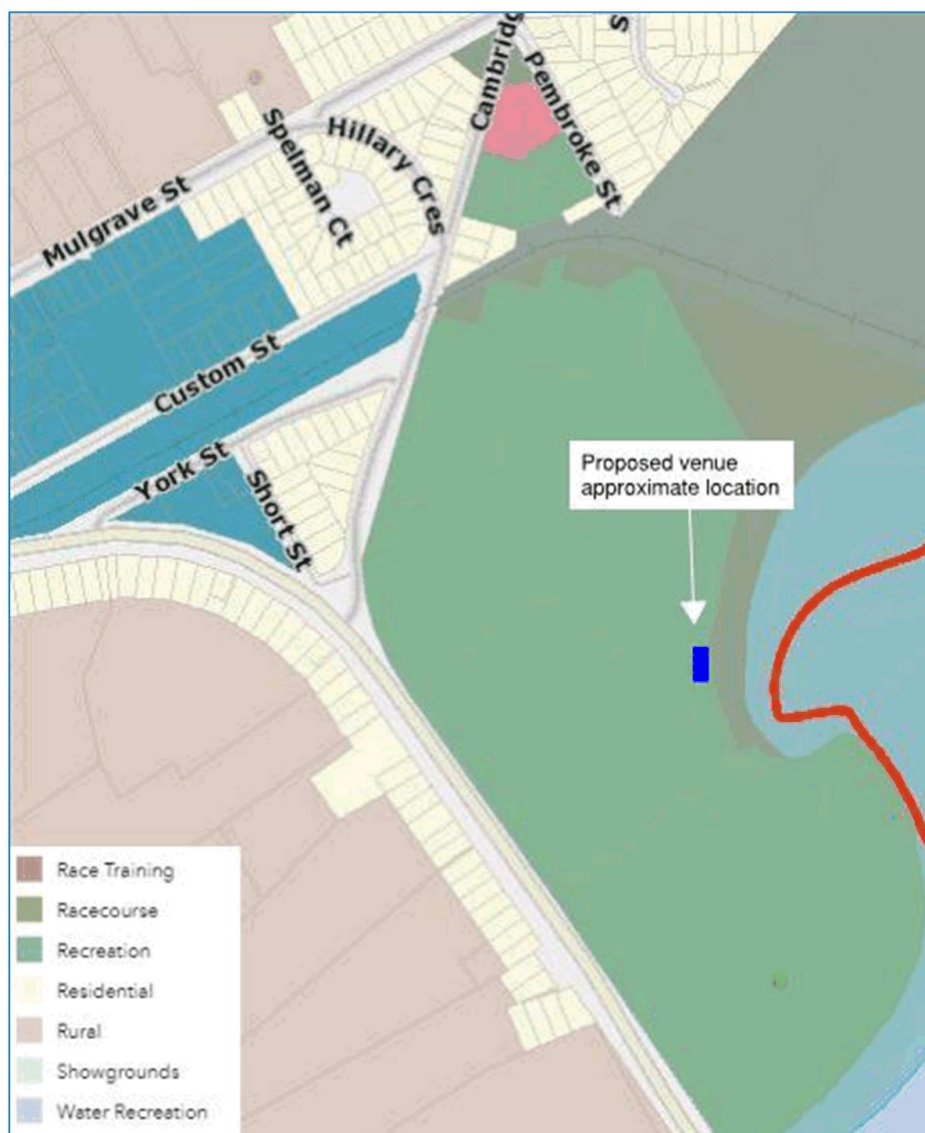


Figure 2: Subject site and surrounds zoning within the Palmerston North City District Plan (Base Image: PNCC GIS)



### 3.0 NOISE PERFORMANCE STANDARDS – PALMERSTON NORTH CITY DISTRICT PLAN

The proposed venue is located in an area of the Ashhurst Domain that is zoned Recreation within the Palmerston North City District Plan.

“Section 15: Recreation” of the District Plan contains the noise rules relevant for this project. These are as follows:

#### **“15.4.7 RULES : NOISE**

##### **R15.4.7.1 Noise**

- a. *Sound emissions from public address systems or mechanically powered machines or vehicles when operated on any park or reserve shall not exceed the following limits when measured at or within the boundary of any land zoned for residential purposes or at or within the boundary of any rural land in the Rural Zone:*

7:00am to 10:00pm	50dBA $L_{10}$
10:00pm to 7:00am	40dBA $L_{10}$ and 70dBA $L_{max}$

- b. *Crowd noise from people in a Park or Reserve is considered a reasonable and acceptable effect of the use of recreation reserves and as such shall not be controlled using rules in this Plan.*

##### **Explanation**

*The rules for noise are designed to protect neighbouring residential amenity and other users of these areas from the specific noise effects generated by public address systems, mechanically powered machines or vehicles. Crowd noise associated with activities undertaken in this zone is not addressed by rules in this Plan. “*

The predictions of the venue noise levels have been carried out in accordance with in New Zealand New Zealand Standard NZS 6802:1991 “Assessment of Environmental Sound” as required by the District Plan. NZS 6802:1991 includes a requirement to impose a 5 dB penalty for sounds which have ‘special audible characteristics’ (SAC) which attract attention much more readily than more neutral noise sources. The sound of music from the venue fits into this category.

NZS 6802:1991 applies this 5 dB penalty to the Permitted Activity noise limits, effectively reducing each limit for the day and night period.

Consequently the applicable noise limits for the venue noise, received within a residential area, are

- 7:00am to 10:00pm      45 dBA  $L_{10}$
- 10:00pm to 7:00am      35 dBA  $L_{10}$

### 4.0 PREDICTED VENUE NOISE LEVELS AND COMPLIANCE WITH THE DISTRICT PLAN

Because of the stated hours of operation, this assessment is focussed on the operational noise between 10 pm and 1am the following morning for Friday night and Saturday night. These are the hours of the most stringent noise rules within the District Plan.

The marquee design consists of a stretched fabric membrane supported by internal framing. The sides and ends of the marquee consist of glazed panels and doors. For the purposes of our calculations we have conservatively assumed 4mm thick glass for these sections. However, the main noise contribution received at the assessment locations is via the fabric sections of the facility (mainly the roof), which provide little sound insulation. Consequently, the specific glazing thickness is not significant for the purposes of this assessment.



The predicted venue noise levels have been calculated in accordance with ISO 9613-2:1996 "Acoustics - Attenuation of sound during propagation outdoors - Part 2: General method of calculation".

A range of internal music noise levels within the venue has been considered, from 90 dBA L<sub>10</sub> (subjectively reasonably loud for an events venue) to 80 dBA L<sub>10</sub> (which would be considered a quiet music level).

Table 1 sets out the predicted noise levels.

Table 1: Predicted noise levels

Location	Noise level L <sub>10</sub> dBA			
In Venue	90	85	80	78 (for compliance)
1400-1502 Napier Rd	45-47	40-42	35-37	33-35
3-15 Cambridge Ave	43-44	38-39	33-34	31-32
32-34 Cambridge Ave	41-42	36-37	31-32	29-30
25-27 Pembroke St	41-42	36-37	31-32	29-30

Table 1 shows that in order to comply with the night-time District Plan criterion of 35 dBA L<sub>10</sub> (40 dBA L<sub>10</sub> adjusted for SAC) or less at all assessment locations, music sound levels within the venue cannot exceed 78 dBA L<sub>10</sub>. This may preclude the use of live music in the venue.

## 5.0 ASSESSMENT OF EFFECTS

For an assessment of noise effects, it is common practice to use the  $L_{eq}$  descriptor. Additionally, it is now becoming standard practice in New Zealand for the  $L_{10}$  descriptor of District Plans to be replaced by  $L_{eq}$ . This is consistent with the 2008 version of NZS 6801/NZS6802 (where the descriptor is referred to as “dB  $L_{Aeq}$ ”) and with international practice.  $L_{Aeq}$  is the equivalent continuous (time-averaged) A-weighted sound level. This is commonly referred to as the average noise level.

The use of  $L_{eq}$  includes all noise emissions. Noise events of short duration may not be represented in the  $L_{10}$  data measure but will be in the  $L_{eq}$ . We therefore consider that the  $L_{Aeq}$  descriptor better in representing the noise effects received at an assessment location, compared with  $L_{10}$ .

Additionally, for some assessment locations, the difference between the two descriptors is important, as a significant contributor to (mainly daytime) current ambient noise levels is train passes. However, as these events are relatively infrequent and are of short term duration, they have limited influence on the  $L_{10}$  descriptor, which is dominated by traffic noise from Napier Road and Cambridge Avenue. However, these events are recorded using the  $L_{Aeq}$  descriptor.

## 5.1 Subject perception of noise level changes

Marshall Day Acoustics’ experience has shown that the subjective perception of a noise level change can be translated into a RMA effect. This effect is based on people’s annoyance reaction to noise level increases. It is noted that people may have an annoyance reaction to a greater or lesser degree, depending on their perception of the type of noise. For the purposes of this assessment we have taken the SAC of music into account by applying a +5 dB “penalty” to the calculated  $L_{Aeq}$  venue noise levels, received at the assessment locations.

Table 2 shows the indicative subjective responses to explain the noise level changes discussed in this report.

**Table2: Noise level change compared with general subjective perception**

Noise level change	General subjective perception <sup>2</sup>	Impact <sup>3</sup>
1–2 decibels	Insignificant/imperceptible change	Negligible
3–4 decibels	Just perceptible change	Slight
5–8 decibels	Appreciable change	Noticeable
9–11 decibels	Halving/doubling of loudness	Substantial
>11 decibels	More than halving/doubling of loudness	Significant

## 5.2 Existing Noise Levels

The existing noise environment provides a baseline for assessing noise effects. Effects can be assessed by quantifying the noise levels that people would experience due to the operation of the venue. The change in noise environment can then be interpreted in relation to subjective responses of people and possible annoyance.

The existing ambient noise levels were determined by measurement at selected representative sites among the properties identified in Section 2 of this report. Noise level surveys were undertaken at two locations by means of continuous data logging extending over 7 days’ duration. In addition, short

<sup>2</sup> Based on research by Zwicker & Scharf (1965); and Stevens (1957, 1972).

<sup>3</sup> The descriptions in this column are based on MDA understanding of the perception in change in noise level.

duration attended noise level surveys were undertaken at 6 locations. These surveys were undertaken during daytime for 15 minutes' duration each.

The long-term measurement sites were at the positions marked LT 1 and LT 2 on Figure 3. The short-term attended measurement positions are identified on Figure 3 as MP 1 to MP 6. Each measurement position was selected as being representative of a group of houses potentially affected by noise from the proposed venue.

Each noise logger was positioned in free field conditions, and located on the aspect of the property that would be most affected by noise from the venue.

Where meteorological conditions were found to be unsuitable for environmental noise surveys, these periods were excluded from the survey period. This is the case when wind exceeded 5 m/s and rainfall 6 mm/h.

The short term attended noise measurements were carried out on Wednesday 20 June 2018, and on Wednesday 27 June 2018.

Meteorological conditions were as follows:

- 20 June 2018: cool (9 to 10°C), N to NW wind 2-4 m/s, overcast 6/8;
- 27 June 2018: cool (10 to 12°C), S to SE wind 0-1 m/s, overcast 4/8.



Figure 3: Noise survey locations. Note: "MP x" denotes a short term attended measurement position; "LT x" denotes a long-term noise logger position. (Base Image: PNCC GIS)

### 5.2.1 1400 to 1450 Napier Road

In this location, the dominant noise source is traffic on Napier Road (State Highway 3). Other noise sources include occasional aircraft, wind in trees, and occasional dog barking.

#### Monday to Thursday noise levels

Daytime (7 am to 10 pm) noise levels in this area are measured to range typically 50 to 70 dB  $L_{Aeq}$ .  
 Week night-time noise levels (10pm to 1am) are measured as ranging typically from 40 to 60 dB  $L_{Aeq}$ .

#### Friday to Saturday noise levels

Friday: Friday daytime (7 am to 10 pm) noise levels in this area are measured to range typically 55 to 70 dB  $L_{Aeq}$ .  
 Friday night-time noise levels (10pm to 1am) are measured as ranging typically from 50 to 57 dB  $L_{Aeq}$ .

Saturday: Saturday daytime (7 am to 10 pm) noise levels in this area are measured to range typically 50 to 63 dB  $L_{Aeq}$ .  
 Saturday night-time noise levels (10pm to 1am) are measured as ranging typically from 49 to 58 dB  $L_{Aeq}$ .

### 5.2.2 1456 to 1502 Napier Road

In this location, the dominant noise source is traffic on Napier Road (State Highway 3). Due to the terrain in this area which provides some screening of Napier Road, traffic noise is lower than for the more exposed houses further along Napier Road (1400 to 1450). Other noise sources include occasional aircraft, wind in trees, and occasional dog barking.

#### Monday to Thursday noise levels

Daytime (7 am to 10 pm) noise levels in this area are measured to range typically 47 to 67 dB  $L_{Aeq}$ .  
 Week night-time noise levels (10pm to 1am) are measured as ranging typically from 32 to 55 dB  $L_{Aeq}$ .

#### Friday to Saturday noise levels

Friday: Friday daytime (7 am to 10 pm) noise levels in this area are measured to range typically 50 to 67 dB  $L_{Aeq}$ .  
 Friday night-time noise levels (10pm to 1am) are measured as ranging typically from 44 to 51 dB  $L_{Aeq}$ .

Saturday: Saturday daytime (7 am to 10 pm) noise levels in this area are measured to range typically 43 to 57 dB  $L_{Aeq}$ .  
 Saturday night-time noise levels (10pm to 1am) are measured as ranging typically from 43 to 52 dB  $L_{Aeq}$ .

### 5.2.3 3 to 15 Cambridge Avenue; and 63 York Street

In this location, noise sources are generally as identified for the Napier Road properties. However, an additional contributor to the weekday noise levels in this area is train movements on the Palmerston North-Gisborne railway line.

#### Monday to Thursday noise levels

Daytime (7 am to 10 pm) noise levels in this area are measured to range typically 48 to 63 dB  $L_{Aeq}$ .  
 Week night-time noise levels (10pm to 1am) are measured as ranging typically from 30 to 50 dB  $L_{Aeq}$ .



Friday to Saturday noise levels

- Friday: Friday daytime (7 am to 10 pm) noise levels in this area are measured to range typically 50 to 65 dB  $L_{Aeq}$ .  
Friday night-time noise levels (10pm to 1am) are measured as ranging typically from 38 to 50 dB  $L_{Aeq}$ .
- Saturday: Saturday daytime (7 am to 10 pm) noise levels in this area are measured to range typically 48 to 55 dB  $L_{Aeq}$ .  
Saturday night-time noise levels (10pm to 1am) are measured as ranging typically from 43 to 49 dB  $L_{Aeq}$ .

5.2.4 32-34 Cambridge Avenue

In this location, dominant noise sources are traffic on Cambridge Avenue, and train movements on the Palmerston North-Gisborne railway line (weekdays only).

Monday to Thursday noise levels

Daytime (7 am to 10 pm) noise levels in this area are measured to range typically 50 to 66 dB  $L_{Aeq}$ .  
Week night-time noise levels (10pm to 1am) are measured as ranging typically from 34 to 55 dB  $L_{Aeq}$ .

Friday to Saturday noise levels

- Friday: Friday daytime (7 am to 10 pm) noise levels in this area are measured to range typically 51 to 68 dB  $L_{Aeq}$ .  
Friday night-time noise levels (10pm to 1am) are measured as ranging typically from 41 to 53 dB  $L_{Aeq}$ .
- Saturday: Saturday daytime (7 am to 10 pm) noise levels in this area are measured to range typically 51 to 58 dB  $L_{Aeq}$ .  
Saturday night-time noise levels (10pm to 1am) are measured as ranging typically from 46 to 52 dB  $L_{Aeq}$ .

5.2.5 25 to 27 Pembroke Street

Noise sources at this eastern end of Pembroke Street consist of traffic on Cambridge Avenue and Mulgrave Street. Additional noise sources include some rail noise, traffic on the more distant roading network, and typical residential noise sources such as dogs, children, and birds.

Monday to Friday noise levels

Daytime (7 am to 10 pm) noise levels in this area are measured to range typically 44 to 60 dB  $L_{Aeq}$ .  
Week night-time noise levels (10pm to 1am) are measured as ranging typically from <30 to 50 dB  $L_{Aeq}$ .

Weekend noise levels

- Friday: Friday daytime (7 am to 10 pm) noise levels in this area are measured to range typically 45 to 62 dB  $L_{Aeq}$ .  
Friday night-time noise levels (10pm to 1am) are measured as ranging typically from 35 to 47 dB  $L_{Aeq}$ .
- Saturday: Saturday daytime (7 am to 10 pm) noise levels in this area are measured to range typically 45 to 52 dB  $L_{Aeq}$ .  
Saturday night-time noise levels (10pm to 1am) are measured as ranging typically from 40 to 46 dB  $L_{Aeq}$ .

### 5.3 Assessment of effects

In a manner similar to the compliance assessment in Section 4 of this report, a range of internal noise levels within the venue has been considered, from 90 dB  $L_{Aeq}$  (subjectively reasonably loud for an events venue) to 80 dB  $L_{Aeq}$ , which would be considered a quiet music level.

To assess the potential impact on residential amenity resulting from the noise from the venue, the predicted music noise levels have been compared with the lowest assessed existing ambient noise levels for each assessment location.

Table 3 sets out the predicted noise levels and compares these with the existing ambient noise levels at each of the assessment locations. Because it is intended that the venue would operate during the Friday and Saturday evenings, typically between 9 pm to 1 am the following morning, the night-time noise levels for those nights have been used. Note that the noise levels predicted at the receivers have been increased by +5 dB to account for SAC which is inherent with music.

**Table 3: Predicted noise levels compared with existing ambient night-time noise levels**

Location In Venue	Noise level dB, $L_{Aeq}$				
	90	85	80	Fri night Ambient	Sat night Ambient
1400-1450 Napier Rd	52	47	42	50	49
1456-1502 Napier Rd	52	47	42	44	43
3-15 Cambridge Ave <sup>1</sup>	49	44	39	38	43
32-34 Cambridge Ave	47	42	37	41	46
25-27 Pembroke St	47	42	37	35	40

**Note:** 1 includes 63 York Street

Tables 4 and 5 below demonstrate the predicted noise level increases due to venue activities (taking into account the +5 dB penalty for SAC), and the likely impact on residents.

**Table 4: Friday night: Predicted noise level increases in noise levels and impact**

Location In Venue Lpr	Noise level dB, $L_{Aeq}$					
	90	Impact	85	Impact	80	Impact
1400-1450 Napier Rd	+4	Slight	+2	Negligible	+1	Negligible
1456-1502 Napier Rd	+9	Substantial	+5	Noticeable	+2	Negligible
3-15 Cambridge Ave <sup>1</sup>	+11	Significant	+7	Noticeable	+4	Slight
32-34 Cambridge Ave	+7	Noticeable	+4	Slight	+1	Negligible
25-27 Pembroke St	+12	Serious	+8	Noticeable	+4	Slight

**Note:** 1 includes 63 York Street

**Table 5: Saturday night: Predicted noise level increases in noise levels and impact**

Location In Venue	Noise level dB, $L_{Aeq}$					
	90	Impact	85	Impact	80	Impact
1400-1450 Napier Rd	+5	Noticeable	+2	Negligible	+1	Negligible
1456-1502 Napier Rd	+10	Substantial	+5	Noticeable	+3	Slight
3-15 Cambridge Ave <sup>1</sup>	+7	Noticeable	+4	Slight	+1	Negligible
32-34 Cambridge Ave	+8	Noticeable	+1	Negligible	+1	Negligible
25-27 Pembroke St	+8	Noticeable	+4	Slight	+2	Negligible

**Note:** 1 includes 63 York Street

Tables 4 and 5 show that with a noise level within the venue of 90 dB  $L_{Aeq}$ , the impact on the night time receiving environment has the potential to range from noticeable (an appreciable change) to serious (a more than doubling of the existing noise levels). With a noise level within the venue of 80 dB  $L_{Aeq}$ , the impact on the night time receiving environment has the potential to range from negligible (an insignificant change), to slight (just perceptible). For the dwellings listed in Table 5, this would be considered minor. Note that even with an internal venue music sound level of 80 dB  $L_{Aeq}$ , music may still be audible at times at various receiver locations.

#### 5.3.1 Camping area

Although not considered a noise-sensitive activity within the District Plan, Marshall Day Acoustics has been requested to consider noise effects on the adjacent camping ground.

Noise sources at this location consist of distant traffic on Napier Road and Saddle Road, as well as birds, breeze in trees, and the occasional rail freight train.

##### Weekday noise levels

Daytime (7 am to 10 pm) noise levels in this area are measured to range typically 35 to 55 dB  $L_{Aeq}$ . Week night-time noise levels (10pm to 1am) are measured as ranging typically from <30 to 45 dB  $L_{Aeq}$ .

##### Weekend noise levels

Friday: Friday daytime (7 am to 10 pm) noise levels in this area are measured to range typically 37 to 55 dB  $L_{Aeq}$ .  
 Friday night-time noise levels (10pm to 1am) are measured as ranging typically from 32 to 39 dB  $L_{Aeq}$ .

Saturday: Saturday daytime (7 am to 10 pm) noise levels in this area are measured to range typically 31 to 45 dB  $L_{Aeq}$ .  
 Saturday night-time noise levels (10pm to 1am) are measured as ranging typically from 31 to 40 dB  $L_{Aeq}$ .

Table 6 shows the predicted noise levels from the venue, received at the camping ground area.

Table 6: Predicted noise levels compared with existing ambient night-time noise levels

Location	Noise level dB, L <sub>Aeq</sub>				
	In Venue L <sub>pr</sub>	90	85	80	Fri night Ambient Sat night Ambient
Camping Ground		59	54	49	32 31

From Table 6 it can be seen that even with internal music noise levels of 80 dB L<sub>Aeq</sub> within the venue, the likely impact for people camping in this area is predicted to be significant. Given that many camping accommodation types provide minimal sound insulation, there does not appear to be a practicable approach for addressing such an adverse noise effect.

#### 5.4 Internal noise levels

An alternative way of considering the night-time impact of noise from the venue is in terms of Australian/New Zealand Standard AS/NZS 2107:2016 “Acoustics - Recommended design sound levels and reverberation times for building interiors”. This document gives guidance for recommended internal noise levels for many spaces, including residential dwellings. Table 7 below sets out recommended internal noise levels for houses near major roads:

Table 7: Recommended Design Sound Levels (from AS/NZS 2107:2016)

Room Type	Design Sound Level dB L <sub>Aeq</sub>
Living Areas	35 to 45
Sleeping Areas (night-time)	35 to 40
Work Areas	35 to 45

In New Zealand, typical building design means that a reduction in noise levels from outside to inside of 20 dB can be expected with windows closed, and a reduction of 15 dB can be expected with windows partially open. Consequently, an incident noise level of up to 50 dB L<sub>Aeq</sub> at the façade of the dwellings would be considered reasonable.

In this case, a music sound level within the venue of 85 dB L<sub>Aeq</sub> would comply with this criterion at all assessment locations (42 to 47 dB L<sub>Aeq</sub>) with the exception of the camping area. Note that the noise levels predicted for the receivers includes the +5 dB penalty for SAC.

## 6.0 CONCLUSIONS

Marshall Day Acoustics has carried out an assessment of the proposal to locate and operate an events venue within the Ashhurst Domain. Because it is intended to operate the venue during the Friday and Saturday evenings, typically between 9 pm to 1 am the following morning, this assessment is focussed on:

- Compliance with the night-time noise criteria of the Palmerston North City District Plan; and
- The assessment of effects against the existing night-time noise levels in the immediate receiving environment.

We conclude that for compliance with the District Plan night-time criterion of 35 dBA  $L_{10}$  (40 dBA  $L_{10}$  adjusted for SAC) or less at all assessment locations, music sound levels within the venue cannot exceed 78 dBA  $L_{10}$ . This may preclude the use of live music in the venue.

In terms of noise effects, we conclude that with a music sound level within the venue of 80 dB  $L_{Aeq}$ , the impact on the night time receiving environment has the potential to range from negligible (an insignificant change), to slight (just perceptible). For the dwellings considered in this assessment, this noise level would therefore be considered minor.

When considered in terms of NZS 2107: 2016, a music sound level within the venue of 85 dB  $L_{Aeq}$  would comply with the relevant criteria at all assessment locations.

Even with relatively low internal music noise levels within the venue, the likely impact for people camping in this area is predicted to be significant. Given that many camping accommodation types provide minimal sound insulation, there does not appear to be a practicable approach for addressing such an adverse noise effect.



**APPENDIX A GLOSSARY OF TERMINOLOGY**

<b>dB</b>	<u>Decibel</u> The unit of sound level.  Expressed as a logarithmic ratio of sound pressure P relative to a reference pressure of $P_r=20 \mu\text{Pa}$ i.e. $\text{dB} = 20 \times \log(P/P_r)$
<b>dBA</b>	The unit of sound level which has its frequency characteristics modified by a filter (A-weighted) so as to more closely approximate the frequency bias of the human ear.
<b>A-weighting</b>	The process by which noise levels are corrected to account for the non-linear frequency response of the human ear.
<b><math>L_{10}</math></b>	The noise level equalled or exceeded for 10% of the measurement period. This is commonly referred to as the average maximum noise level.
<b><math>L_{Aeq}</math></b>	The equivalent continuous (time-averaged) A-weighted sound level. This is commonly referred to as the average noise level.

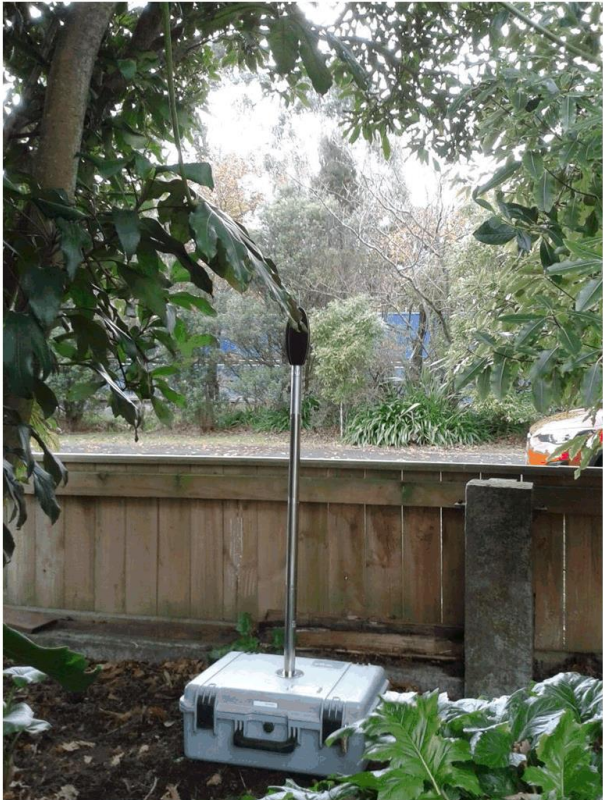
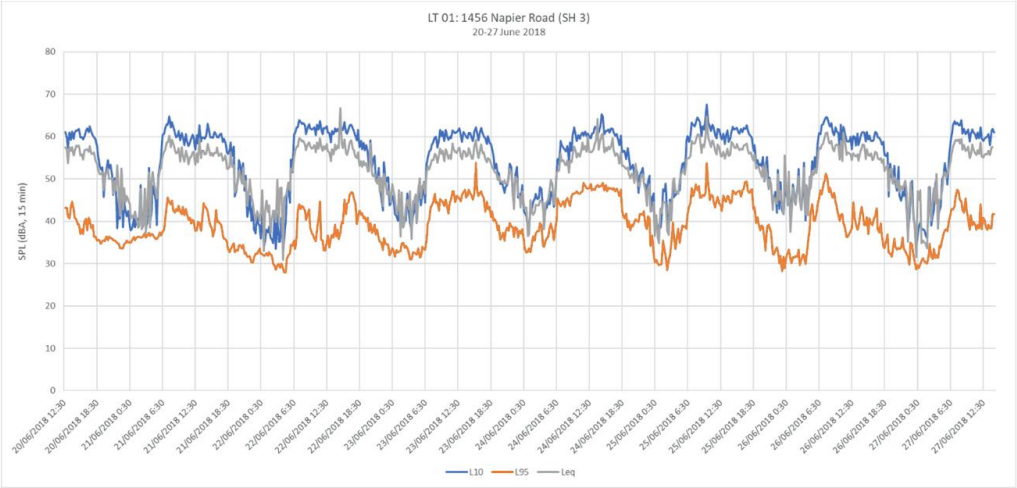
APPENDIX B SHORT TERM AMBIENT NOISE LEVEL MEASUREMENTS

Measurement Position	Date	Measured Noise Levels		
		dBA, L <sub>10</sub>	dBA, L <sub>95</sub>	dB, L <sub>Aeq</sub> (15 min)
MP 1	20/06/18	62	42	61
MP 2	20/06/18	66	45	63
MP 3	27/06/18	71 <sup>1</sup>	44	68
MP 4	27/06/18	48	38	46
MP 5	27/06/18	47	39	45
MP 6	20/06/18	51	38	46

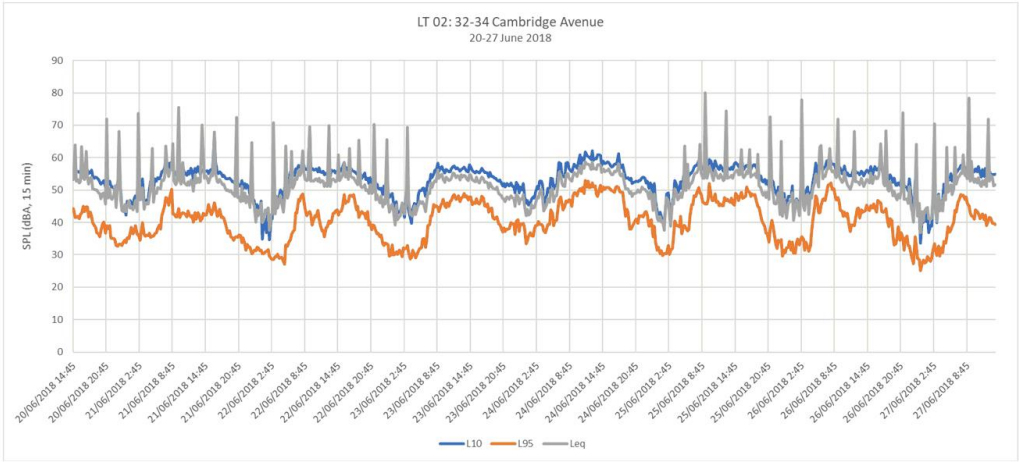
Note 1: a rail freight pass by occurred during this 15-minute measurement.

APPENDIX C LONG TERM NOISE MONITORING

LT 01: Napier Road



LT 02: Cambridge Avenue



Note the “spikes” representing rail freight train pass by events.



**DEED OF LEASE**

DATED: 2019

**PARTIES**

1. **THE PALMERSTON NORTH CITY COUNCIL** ("the Landlord")
2. **GLASSHOUSE EVENTS LIMITED** ("the Tenant")
3. ("the Guarantor")

**BACKGROUND**

- A. The Landlord is the owner of the property described in the First Schedule hereto and more particularly shown on the plan attached hereto ("the property").
- B. The Landlord has agreed to lease to the Tenant the property subject to the covenants, conditions and restrictions contained herein.

**NOW THIS DEED RECORDS**

1. The Landlord leases to the Tenant and the Tenant takes on the property described in the First Schedule for the term from the commencement date and at the annual rent (subject to review if applicable as set out in the First Schedule).
2. The Landlord and Tenant covenant as set out in the First, Second and Third Schedule.
3. The Guarantor covenants with the Landlord as set out in the Fourth Schedule.

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

\_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 Legal Counsel



**SIGNED** for and on behalf of )  
**GLASSHOUSE EVENTS LIMITED** by the )  
Director as Tenant in the presence of: ) \_\_\_\_\_

Witness Signature.....

Witness Full name.....

Residential Address.....

Occupation.....

**SIGNED** by )  
As Guarantor in the presence of: ) \_\_\_\_\_

Witness Signature.....

Witness Full name.....

Residential Address.....

Occupation.....

**FIRST SCHEDULE**

<b>PROPERTY:</b>	Part of the land known as Ashhurst Domain at Ashhurst, being part of the land described as Lot 1 on Deposited Plan 55676 and contained within Certified of Title WN26D/246 and outlined in red on the attached aerial map.
<b>TERM:</b>	Five (5) Years
<b>COMMENCEMENT DATE:</b>	01 November 2019
<b>RIGHT OF RENEWAL:</b>	Two (2) rights of renewal of Five (5) Years
<b>RENEWAL DATE:</b>	01 November 2024 and 01 November 2029
<b>FINAL EXPIRY DATE:</b>	31 October 2034
<b>ANNUAL RENT:</b>	TBD (based on market valuation report)
<b>MONTHLY RENT:</b>	TBD (based on market valuation report)
<b>RENT PAYMENT DATES:</b>	1 <sup>st</sup> day of each month from 01 November 2019
<b>REVIEW DATES:</b>	Market rent review dates: 1 November in each of the following years: 2022, 2024 (if renewed), 2026 (if renewed), 2028 (if renewed), 2030 (if renewed), and 2032 (if renewed)
<b>DEFAULT INTEREST RATE:</b>	4% per annum
<b>PRESCRIBED USE:</b>	Events and Functions Venue

## SECOND SCHEDULE

### TENANTS' PAYMENTS

#### Rent

- 1.1 The Tenant shall pay the annual rent by equal monthly payments in advance (or as varied pursuant to any rent review) on the rent payment date. The first monthly payment (together with rent calculated on a daily basis for any period from the commencement date of the term to the first rent payment date) shall be payable on the first rent payment date.
- 1.2 All rent shall be paid without any deduction by direct payment to the Landlord or as the Landlord may direct and the Tenant shall not advance as a reason for non-payment of rental any right of set off.

#### Market Rent Review

- 2.1 The annual rent payable as from each market rent review date (except for a market rent review date that is a renewal date) shall be reviewed by the Landlord as follows:
  - (a) The Landlord may commence a review by not earlier than three (3) months prior to a review date or at any time up to the next following review date by giving written notice to the Tenant specifying the annual rent considered by the Landlord to be the current market rent as at the review date.
  - (b) If by written notice to the Landlord within twenty (20) working days after receipt of the Landlord's notice, the Tenant disputes that the proposed new annual rent is the current market rent then the new rent shall be determined in accordance with clause 2.2 but the new rent shall not be less than the annual rent payable during the period of twelve (12) months immediately preceding the relevant review date.
  - (c) If the Tenant fails to give such notice (time being of the essence) the Tenant shall be deemed to have accepted the annual rent specified in the Landlord's notice.
  - (d) The annual rent so determined or accepted shall be the annual rent from the review date or the date of the Landlord's notice if such notice is given later than sixty (60) working days after the review date.

#### Rent Determinations

- 2.2 Immediately following receipt by the Landlord of the Tenant's notice, the parties shall endeavor to agree upon the current market rent, but if agreement is not reached within ten (10) working days then the new rent shall be determined either:
  - (a) By one party giving written notice to the other requiring the new rent to be determined by arbitration;
  - (b) If the parties so agree, by registered valuers acting as experts and not as arbitrators as follows:

- (1) Each party shall appoint a valuer and give written notice of the appointment to the other party within ten (10) working days of the parties agreeing to so determine the new rent.
- (2) If the party receiving the notice fails to appoint a valuer within the ten (10) working day period, then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties.
- (3) The valuers appointed before commencing their determination shall appoint an umpire who need not be a registered valuer.
- (4) The valuers shall determine the current market rent of the premises and if they fail to agree then the rent shall be determined by the umpire.
- (5) Each party shall be given the opportunity to make written or verbal representations to the valuer or the umpire subject to such reasonable time and other limits as the valuers or their umpire may describe, and they shall have regard to any such representations but not to be bound thereby.

When the new rent has been determined either the arbitrators or the valuers shall give written notice thereof to the parties. The notice shall provide as to how the costs of the determination shall be borne and such provision shall be binding on the party.

#### **Interim Market Rent**

- 2.3 Pending determination of the new rent, the Tenant shall from the relevant rent review date or the date of service of the Landlord's notice if such notice is served later than 3 months after the relevant rent review date, until the determination of the new rent pay an interim rent as follows:

- (a) If both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable shall be half way between the new rents proposed by the parties; or
- (b) If only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or
- (c) If no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant rent review date;

but in no circumstances shall the interim rent be less than the rent payable as at the commencement date of the then current lease term.

The interim rent payable shall be determined as at the relevant rent review date, or the date of service of the Landlord's notice if such notice is served later than 3 months after the relevant rent review date and, subject to clause 2.4, shall not be subject to adjustment.

- 2.4 Upon determination of the new rent, any overpayment shall be applied in payment of the next month's rent and any amount then remaining shall immediately be refunded to the Tenant. Any shortfall in payment shall immediately be payable by the Tenant.

**Outgoings**

- 3.1 The Tenant shall pay the outgoings in respect of the property which are specified in the Third Schedule attached hereto. Where any outgoing is not separately assessed the Tenant shall pay such a fair proportion as shall be agreed upon or failing agreement determined by arbitration.
- 3.2 The outgoings shall be payable by the Tenant on demand.

**Interest on unpaid money**

4. If the Tenant defaults in payment of the rent or other monies payable hereunder for ten (10) working days then the Tenant shall pay on demand interest at the default interest rate on the monies unpaid from the due date for payment down to the date of payment.

**Costs**

5. Both parties will pay their own costs in respect to the preparation of this Lease and any variation or renewal or any Deed recording a rent review.

**Indemnity**

6. The Tenant shall indemnify the Landlord against all damage or loss resulting from any act or omission on the part of the Tenant or the Tenant's employees, agents, invitees or contractors. The Tenant shall recompense the Landlord for all expenses incurred by the Landlord in making good any damage to the property resulting from any such act or omission. The Tenant shall be liable to indemnify only to the extent that the Landlord is not fully indemnified under any policy of insurance.

**Insurance**

7. The Tenant shall at all times during the term keep and maintain any buildings on the property owned by the Tenant insured under a full replacement policy and if required by the Landlord provide evidence to the Landlord that such insurance's are in place.

**PRESCRIBED USE OF THE PROPERTY**

- 8.1 The Tenant will use the property solely for the purposes of the Tenant and its general activities as set out under the heading "Prescribed Use" in the First Schedule and for no other purposes.
- 8.2 If the Landlord after making such enquiries as it thinks fit and giving the Tenant the opportunity of explaining the usage of the property is satisfied that the property is not being used or being sufficiently used for the Prescribed Use then the Landlord may terminate this lease on such terms as it thinks fit but without prejudice to any antecedent right or action which the Landlord may have against the Tenant however it arose.
- 8.3 Notwithstanding clauses 8.1 and 8.2 above the Landlord may at the entire discretion of the Landlord consent to the property being used for a use other than the prescribed use.



- 8.4 Notwithstanding any other provision in this Lease if the Landlord considers the property is required for the purpose of public recreation, this Lease may be terminated on such terms as the Minister of Conservation approves.

## **MAINTENANCE AND CARE OF PROPERTY**

### **Tenant's Obligations**

- 9.1 The Tenant shall keep and maintain any buildings or improvements that it erects on the property in good order and repair and shall comply with any reasonable requirements of the Landlord in respect to any such buildings or improvements.
- 9.2 Without in any way limiting the Landlord's rights pursuant to clause 9.1 above the Tenant shall comply with any reasonable requirement of the Landlord to repair all glass breakage's and any electrical fittings, paint and decorate any part of the exterior of any buildings or improvements erected on the property and repair and keep in good order any storm or wastewater drainage system.
- 9.3 The Tenant shall in a proper and workmanlike manner and to the reasonable requirements of the Landlord:
- (a) **Maintain Yards**
- Keep and maintain any carparks, paving and other sealed or surface areas in good order and repair.
- (b) **Care of Grounds**
- Keep any grounds, yards and surfaced areas in a tidy condition and maintain any garden or lawn areas in a tidy and cared for condition.
- (c) **Other Works**
- Carry out such works to the property as the Landlord may require in respect of which outgoings are payable by the Tenant.

### **Rubbish Removal**

10. The Tenant shall regularly remove to an appropriate disposal site all rubbish and garbage generated from the property and will keep any rubbish bins or containers in a clean and tidy condition. The Tenant will also at the Tenant's own expense cause to be removed all trade waste boxes and other goods or rubbish not removable in the ordinary course by the local authority.

### **Landlord's Right of Inspection**

11. The Landlord and its employees, agents and contractors may at all reasonable times during business hours enter upon the property to view the condition of any buildings or improvements erected thereon with or without valuers or insurers appraisers and prospective purchasers/tenants to view the condition thereof and may give notice in writing to the Tenant off all defects and wants of repair and the Tenant will with all reasonable despatch after receipt of such notice repair and make good the same according to such matters so far as the Tenant is liable so to do.

### **Landlord May Repair**

- 12.1 If default is made by the Tenant in the due and punctual compliance with any notice given by the Landlord relating to repair or maintenance pursuant to clause 9.1 or clause 11 herein, the Landlord without prejudice to the Landlord's other rights and remedies shall at the Landlord's option without suit or further notice be entitled by its employees, agents and contractors with all necessary equipment and material at all reasonable times to enter upon the property to execute any works as may be specified in the notice.
- 12.2 All moneys expended by the Landlord by reason of the Tenant's default shall be payable by the Tenant to the Landlord upon demand together with interest at the default interest from the date of expenditure down to the date of payment.

### **Access for Repair**

13. The Tenant shall permit the Landlord and the Landlord's employees, agents and contractors at all reasonable times to enter the property to carry out repairs pursuant to clause 12 hereof to the property and to install inspect repair renew or replace any services where the same are not the responsibility of the Tenant all such repairs. All such repairs and work shall be carried out as far as reasonably possible with the least inconvenience to the Tenant.

### **Signs and Painting**

- 14.1 The Tenant will not erect or display or permit to be erected or displayed either on the outside of any building on the property or upon any part of the property any advertising matter of any description or any sign displaying the name of the Tenant without the prior consent of the Landlord who may grant its consent subject to such reasonable conditions as the Landlord may decide which shall include compliance with the Local Authority's district plan.
- 14.2 The Tenant will not paint or repaint the exterior of any building or improvements on the property without the written consent of the Landlord to any colour scheme and the type of paint intended to be used.

### **Building Work and Alterations**

- 15.1 The parties acknowledge that the Tenant intends to carry out certain building work on the property, however, the Tenant shall not carry out any such building work nor make any alterations or additions to any buildings or improvements erected on the property without first producing to the Landlord on every occasion plans and specifications and obtaining the written consent of the Landlord (not to be unreasonably or arbitrarily withheld or delayed) for that purpose.
- 15.2 The Tenant will at all times including when undertaking any "building work" on the property (as that term is defined in the Building Act 2004), comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to the Act and agrees to indemnify the Landlord for any claims made against the Landlord arising under the Building Act by virtue of the Tenant failing to comply with the Act.

### **Compliance with Statutes and Regulations**

16. The Tenant shall comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the property by the Tenant or other occupant and will also comply with the provisions of all licences, requisitions and notices issued by any competent authority in respect of the property or their use by the Tenant or other occupant.

### **No Noxious Use**

17. The Tenant shall not:
- (a) Bring upon or store within the property nor allow to be brought upon or stored nor allowed to be brought upon the property or stored within any building on the property any machinery goods or things of an offensive noxious illegal or dangerous nature, or of such weight size or shape as is likely to cause damage to the building or any surfaced area.
  - (b) Use the property or allow them to be used for any noisome noxious illegal or offensive trade or business, or
  - (c) Allow any act or thing to be done which may be or grow to be a nuisance disturbance or annoyance to the Landlord, other tenants of the Landlord, or any other person, and generally the Tenant shall conduct the Tenant's business upon the property in a clean quiet and orderly manner free from damage nuisance disturbance or annoyance to any such persons but the carrying on by the Tenant in a reasonable manner of the Prescribed Use or any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

### **Cancellation**

18. The Landlord may (in addition to the Landlord's right to apply to the Court for an order for possession) cancel this Lease by re-entering the property at the time or at any time thereafter:
- (a) if the rent shall be in arrears for not less than ten working days after any of the rent payment dates and the Tenant has failed to remedy that breach within 10 working days after service on the Tenant of a notice in accordance with section 245 of the Property Law Act 2007.
  - (b) in case of breach by the Tenant of any Covenant or agreement on the Tenant's part herein expressed or implied (other than the covenant to pay rent) after the Tenant has failed to remedy that breach within the period specified in a notice served on the Tenant in accordance with section 246 of the Property Law Act 2007.
  - (c) if the Tenant shall make or enter into or attempt to make or enter into any composition assignment or other arrangement with or for the benefit of the Tenant's creditors;
  - (d) in the event of the insolvency bankruptcy or liquidation of the Tenant; or
  - (e) if the Tenant shall suffer distress or execution to issue against the Tenant's property goods or effects under any judgement against the Tenant in any

Court for a sum in excess of five thousand dollars (\$5,000.00); and the term shall terminate on such cancellation but without prejudice to the rights of either party against the other.

#### **Loss on Cancellation**

19. Upon cancellation the Landlord may remove from the property or any buildings or improvements erected thereon any chattels in the apparent possession of the Tenant and place them outside the property and the Landlord shall not be answerable for any loss resulting from the exercise of the power of re-entry.

#### **Essentiality of Payments**

- 20.1 Failure to pay rent or other moneys payable hereunder on the due date shall be a breach going to the essence of the Tenant's obligations under the Lease. The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages from the Tenant for such breach. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.
- 20.2 The acceptance by the Landlord of arrears of rent or other moneys shall not constitute a waiver of the essentiality of the Tenant's continuing obligation to pay rent and other moneys.

#### **Repudiation**

21. The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Tenant constituting a repudiation of the lease or the Tenant's obligations under the lease. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.

#### **Quiet Enjoyment**

22. The Tenant paying the rent and performing and observing all the covenants and agreements herein expressed and implied shall quietly hold and enjoy the property throughout the term without any interruption by the Landlord or any person claiming under the Landlord.

#### **Renewal of Lease**

23. If the Tenant has given to the Landlord written notice to renew the Lease at least three (3) calendar months before the end of the term and it is not at the date of the giving of such notice in breach of this Lease then the Landlord will grant a new lease for a further term from the renewal date as follows:
- (a) If the renewal date is a rent review date the annual rent shall be agreed upon or failing agreement shall be determined in accordance with clauses 2.1 and 2.2 but such annual rental shall not be less than the rent payable at the commencement date of the immediately preceding lease term.
  - (b) Subject to the provisions of clause 23(a) the new lease shall be upon and subject to the covenants and agreements herein expressed and implied

except that the term of this Lease plus all further terms shall expire on or before the final expiry date.

- (c) The annual rent shall be subject to review during the term of the new lease on the rent review dates or if no dates are specified then after the lapse of the equivalent periods of time as are provided herein for rent reviews.
- (d) The Landlord, as a condition of granting a new lease shall be entitled to have the new lease guaranteed by any guarantor who has guaranteed this Lease on behalf of the Tenant who has given notice.
- (e) Pending the determination of the new rent, the Tenant shall pay an interim rent in accordance with clauses 2.3 and 2.4;
- (f) Notwithstanding anything contained in clause 2.3 interim rent referred to in that clause shall not be less than the annual rent payable as at the commencement date of the immediately preceding lease term.

#### **Assignment or Subletting**

- 24. The Tenant shall not assign sublet or otherwise part with the possession of the property or any part thereof without first obtaining the written consent of the Landlord.

#### **GENERAL**

##### **Holding Over**

- 25. If the Landlord permits the Tenant to remain in occupation of the property after the expiration or sooner determination of the term, such occupation shall be a monthly tenancy only terminable by twenty (20) working days written notice at the rent then payable and otherwise on the same covenants and agreements (so far as applicable to a monthly tenancy) as herein expressed or implied.

##### **Access for Re-letting**

- 26. The Tenant will at all reasonable times during the period of three months immediately preceding expiration of the term permit intending tenants and others with written authority from the Landlord or the Landlord's agents at all reasonable times to view the property.

##### **Suitability**

- 27. No warranty or representation expressed or implied has been or is made by the Landlord that the property is now suitable or will remain suitable or adequate for use by the Tenant or that any use of the property by the Tenant will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

##### **Waiver**

- 28. No waiver or failure to act by the Landlord in respect of any breach by the Tenant shall operate as a waiver of another breach.



### **Tenant to Indemnify the Landlord**

29. The parties acknowledge that the Landlord shall not be liable for any claims including but not limited in respect of accident, injury or damage suffered by any person or property as a result of the Tenant's use of the property and the Tenant shall comply with all obligations imposed on an employer or on an occupier of a place of work by the Health and Safety in Employment Act 1992 and will to the extent permitted by law indemnify the Landlord against any expense which the Landlord may incur by virtue of that Act arising from any event which may occur on the property during the term of the lease.

### **Sale of Alcohol**

30. In the event that the Tenant wishes to sell alcohol on the property, or from any building or improvement erected on the property, permission must first be obtained in writing from the Parks and Property Manager of the Landlord before a licensee may be applied for from the Liquor Licensing Agency.

### **Early Childhood Care**

31. In the event that the Tenant wishes to use the property for the purposes of early childhood education the Tenant shall be required to comply with all requirements in respect to the property as determined by the Ministry of Education.

### **Landlord May Enter the Property Where Statutes and Regulations Are Not Complied With**

32. In the event that the Tenant shall not comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the property by the Tenant as required by clause 16 herein the Landlord may without limiting its powers pursuant to clause 12 herein enter upon the property to execute such works to provide that all statutes, ordinances, regulations and by-laws are complied with and any monies expended by the Landlord in executing such works shall be payable by the Tenant to the Landlord upon demand together with interest thereon at the default interest rate from the date of expenditure down to the date of payment.

### **Tenant May Make Rules**

- 33.1 The Tenant may make rules for management and control of the property and for the conduct of persons using them which are necessary and not inconsistent with this lease.
- 33.2 Before any rules come into force they must have the written consent of the Landlord.
- 33.3 All such rules when approved and adopted shall be displayed in a conspicuous place on the property for the information and guidance of all persons entering upon the property.

### **Fences**

34. In the event that the Landlord requires fencing to be erected upon the property then the Landlord may provide instructions to the Tenant requiring the fence to be so erected including the location and type of fence required and the Tenant shall erect such fence at the sole cost of the Tenant forthwith.

### **Tenant's Acknowledgement**

35. The Tenant acknowledges that the Tenant will preserve and protect any natural, scientific, historical, cultural, archaeological, biological, geographical or other scientific feature or indigenous flora or fauna on the property.

### **LANDLORD'S OPTION TO PURCHASE BUILDINGS OR IMPROVEMENTS**

#### **Tenant's Buildings or Improvements**

- 36.1 The Landlord shall be entitled within three (3) months of the end of the term of the Lease or by earlier determination of the term by notice in writing to the Tenant to require the Tenant to remove at the sole cost of the Tenant any improvements erected on the property by the Tenant. If the Landlord does not require any certain improvements erected on the property by the Tenant to be removed by the Tenant then those improvements shall fall into the ownership of the Landlord and the Landlord shall not be required to pay any compensation whatsoever to the Tenant for those improvements.
- 36.2 In the event the Tenant is requested by the Landlord to remove any such improvements erected on the property in accordance with clause 36.1 then the Tenant shall do so and leave the property in a good and tidy condition within two (2) months of the Landlord giving notice in accordance with clause 36.1. In the event the Tenant does not remove such improvements on the property within such time period then the Landlord may:
- (a) arrange for the removal of the improvements on the property together with their disposal; and
  - (b) arrange for the property to be left in a clean and tidy condition; and
  - (c) charge the Tenant for the cost of doing so which shall be payable upon demand together with interest thereon at the default interest rate as provided in this Lease.

#### **Third Party's Use of the Property**

37. The Tenant shall be entitled to allow third persons to utilise the property from time to time, however, in the event that the Tenant enters into an arrangement to allow a third party to utilise the property on an ongoing basis, the Tenant shall first notify the Landlord of the proposal. The Tenant shall provide such information in respect to the proposal as the Landlord requires, including but not limited to the amount of any sum to be paid to the Tenant by the third party for the right to use the property and in the event that the Landlord is not satisfied with the proposal the Landlord may require it to be terminated or require the terms of it to be amended in which case the Tenant shall strictly comply with the Landlord's request.

#### **Notices**

- 38.1 All notices must be in writing and must be served by one of the following means:
- (a) In the case of a notice under sections 245 or 246 of the Property Law Act 2007 in accordance with the requirements of section 353 of that Act; and
  - (b) In all other cases, unless otherwise required by sections 352 to 361 of the

Property Law Act 2007;

- (i) using the procedure outlined in sections 354 to 361 of the Property Law Act 2007, or
- (ii) by personal delivery, or by posting by registered or ordinary mail, or by facsimile, or by email.

38.2 In respect of the means of service specified in clause 38.1(b)(ii), a notice is deemed to have been served:

- (a) in the case of personal delivery, when received by the addressee;
- (b) in the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand;
- (c) in the case of facsimile transmission, when sent to the addressee's facsimile number; or
- (d) in the case of email, when acknowledged by the addressee by return email or otherwise in writing.

38.3 In the case of a notice to be served on the Tenant, if the Landlord is unaware of the Tenant's last known address in New Zealand or the Tenant's facsimile number, any notice affixed conspicuously on any part of the premises shall be deemed to have been served on the Tenant on the day on which it is affixed.

38.4 A notice shall be valid if given by any director, general manager, solicitor or other authorised representative of the party giving the notice.

#### **Graffiti**

39. If during the term of the Lease any graffiti occurs on the exterior of any building or improvements on the property then the Tenant shall forthwith remove the graffiti at the sole cost of the Tenant and, if required by the Landlord, repaint the affected area in keeping with the balance of such buildings or improvements to a standard acceptable to the Landlord.

#### **No Overnight Occupation**

40. The Tenant shall not permit any person or persons to reside on the property overnight or reside in any building or improvement on the property overnight.

#### **Reporting Standard**

41. The Tenant, when requested by the Landlord, shall provide to the Landlord a report in relation to the Tenant's occupation of the property in accordance with this Lease with such information to contain information and to be in a format as required by the Landlord.

#### **Non-Complaint**

42. The Tenant shall not make, lodge, permit to be lodged, support, or encourage any third party to make, lodge, permit to be lodged or support any complaint or objection with the Palmerston North City Council or Horizons Regional Council regarding activities that are lawful under either the Palmerston North City Council's District

Plan, or the Horizons Regional Council's One Plan, or any plan issued in substitution thereof.

#### **Reserves Act 1977**

43. It is agreed that this Lease is entered into pursuant to section 54(1)(b) of the Reserve Act 1977.

#### **Arbitration**

44. If any dispute as to the terms or interpretation of this Deed or any part of it arises or as to the obligations of any party to this Deed then the parties at dispute shall enter into negotiations in good faith to resolve such dispute. If the dispute is not resolved within one (1) month of the date on which the parties begin their negotiations the parties shall submit their dispute to the arbitration of an independent arbitrator appointed jointly by the parties and if one cannot be agreed upon within ten (10) working days, to an independent arbitrator appointed by the President for the time being of the Manawatu District Law Society or the nominee of that person. Such arbitration shall be carried out in accordance with the provisions of the Arbitration Act 1996 or any then statutory provision relating to arbitration.

#### **Interpretation**

45. In this lease
- (a) the Landlord and the Tenant means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant.
  - (b) "the property" means the land leased by the Tenant pursuant to this Deed of Lease and where the context requires or admits means any buildings or improvements erected on the property.
  - (c) "working day" means a day of the week other than:
    - (i) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, The Sovereign's Birthday and Labour Day and;
    - (ii) A day in the period commencing with 25th December and ending with 2nd January in the following year and;
    - (iii) The day observed as the anniversary of any province in which an act is to be done.
  - (d) whenever words appear in this lease that also appear in the First Schedule then those words shall mean and include the details supplied after them in the First Schedule
  - (e) Where the context requires or admits, words importing the singular shall import the plural and vice versa.

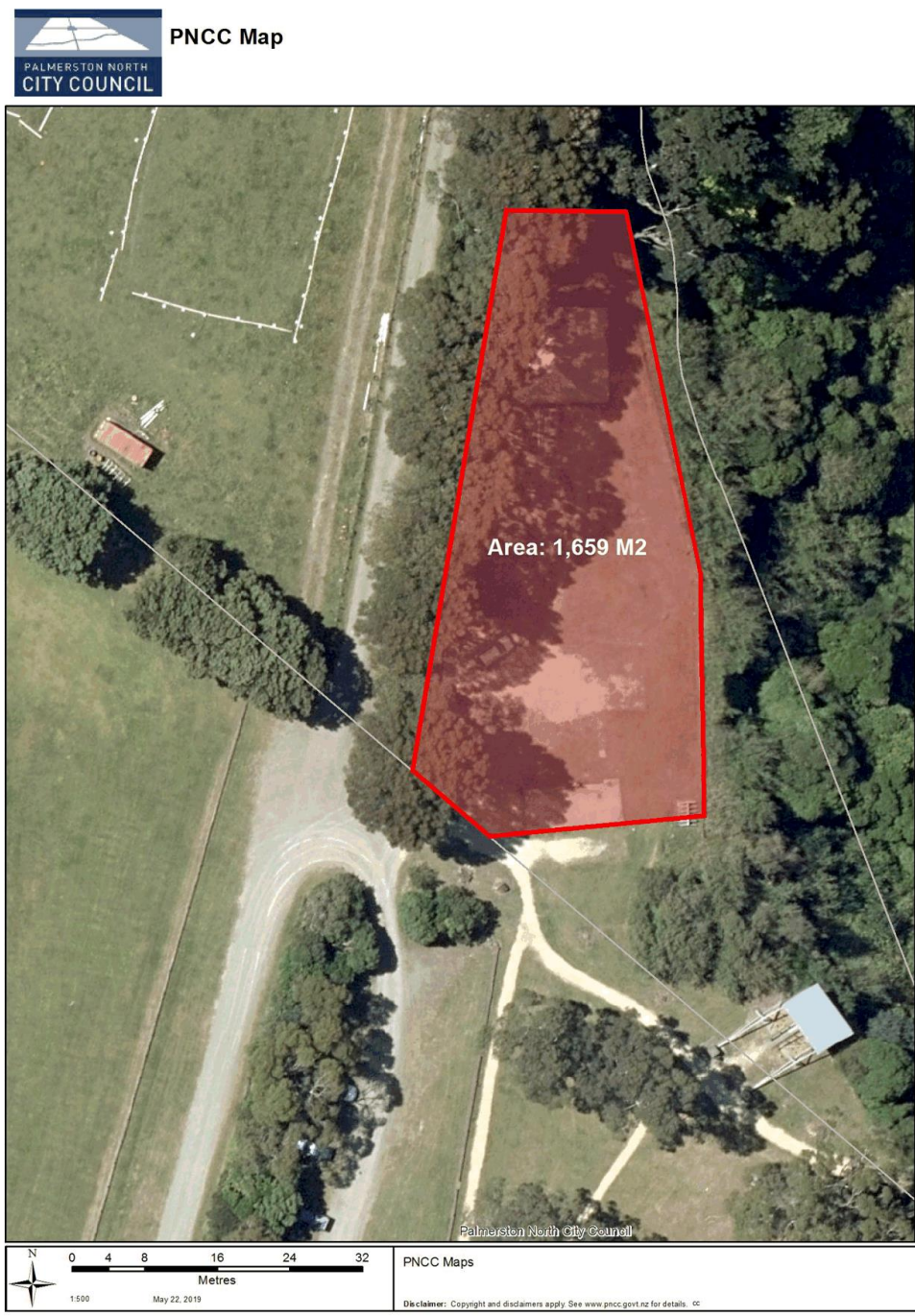
**ADDITIONAL CLAUSES**

- 46.1 The Tenant shall submit a landscaping plan to the Parks Manager and such plan shall be approved by the Parks Manager prior to the construction work. The landscaping work shall, at the Tenant's sole cost, be completed prior to the venue operations. The landscaping plan shall also include but not limit to treatment or screening of the shipping containers.
- 46.2 The Tenant shall obtain prior consent from the Landlord for removal of any trees of the Premises at the Tenant's sole cost.
- 46.3 The Tenant shall clean the site of litter and offensive material from the Premises and into the wider park area to a distance of 100 meters from the Premises on all sides (excluding down the terrace bank due to health and safety reasons) before 9 am in the morning following every function and event.
- 46.4 The Tenant will ensure that the gates of the Ashhurst Domain remain closed during any functions or events held past the time the gates are closed by PNCC. The Tenant shall, at the Tenant's sole cost, manage the event attendees arriving and leaving through those the closed gates so as to ensure no unapproved access is granted to the park.
- 46.5 Venue operating hours shall be as follows:
- (a) Starting from 7 am to 10 pm on Sunday to Thursday (with a 1-hour pack down time after 10 pm permitted).
  - (b) Starting from 7 am to 12 midnights on Friday and Saturday (with a 1-hour pack down time after 12 midnight permitted).
  - (c) However, the operating hours of following dates shall be in line with clause 46.5(a) if they happen to be on Friday and Saturday: Waitangi Day, Easter Weekend, Anzac Day, Queens Birthday Weekend, Labour Day Weekend and 18 December to 30 December each year.



THIRD SCHEDULE**Outgoings:**

1. Rates or levies payable to any local or territorial authority.
2. Charges for water gas electricity telephones and other utilities or services, including line charges.
3. Rubbish collection and recycling charges.
4. New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and fire fighting equipment.
5. Any insurance excess (but not exceeding \$2,000) in respect of a claim and insurance premiums and related valuation fees.
6. Service contract charges for air conditioning, lifts, other building services and security services.
7. Cleaning maintenance and repair charges including charges for repainting, decorative repairs and the maintenance and repair of building services to the extent that such charges do not comprise part of the cost of a service maintenance contract but excluding charges for structural repairs to the building (minor repairs to the roof of the building shall not be a structural repair), repairs due to defects in design or construction, inherent defects in the building and renewal or replacement of building service.
7. The provisioning of toilets and other shared facilities.
8. The cost of ground maintenance i.e. lawns, gardens and planted areas including plant hire and replacement, and the cost of repair of fences.
9. Yard and car parking area maintenance and repair charges.
- ~~10. Body Corporate charges for insurance premiums and related valuation fees and management administration expenses.~~
11. Management expenses.
12. The costs incurred and payable by the Landlord in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by Section 45 of the Building Act 2004.





## COMMITTEE WORK SCHEDULE

**TO:** Sport and Recreation Committee

**MEETING DATE:** 10 June 2019

**TITLE:** Committee Work Schedule

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### RECOMMENDATION(S) TO SPORT AND RECREATION COMMITTEE

1. That the Sport and Recreation Committee receive its Work Schedule dated June 2019.

### ATTACHMENTS

1. Work Schedule [↓](#) 

REF# 8126897

## SPORT AND RECREATION COMMITTEE

## COMMITTEE WORK SCHEDULE JUNE 2019

Item No.	Estimated Report Date	Subject	Officer Responsible	Current Position	Date of Instruction/ Point of Origin
1	October 2018 September 2019	Hokowhitu Lagoon Water Quality	General Manager - Infrastructure	Awaiting outcome of further investigations	8 October 2018 Clause 46-18
2	October December 2018 March 2019 TBA	Artificial Football Turf – Process for Location Selection	General Manager - Strategy and Planning	Deferred – awaiting Financial Assessment and discussion with Central Football	Part II 11 March 2019 Clause 11-19
3	June 2019	Land occupied by Terrace End Bowling Club– Property Development Assessment	General Manager – Infrastructure	On track	17 December 2018 Clause 56.1
4	June 2019	Bowling Club Merger Proposal	General Manager – Infrastructure	On track	17 December 2018 Clause 56.2
5	TBA	Programme 1081 (City Reserves – Victoria Esplanade – Park Road Entrance and Parking Reconfiguration)	General Manager – Strategy and Planning		17 December 2018 Clause 58.5
6	TBA June 2019	Ashhurst Domain – Function Venue Proposal	General Manager – Infrastructure		11 March 2019 Clause 4-19
7	TBA June 2019	Menzshed Manawatu – extension to Rangitane Park Pavilion and long-term Lease	General Manager – Infrastructure		8 April 2019 Clause 15-19