



**NAPIER**  
CITY COUNCIL  
*Te Kaunihera o Ahuriri*

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# PROSPEROUS NAPIER COMMITTEE

## Open Agenda

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Meeting Date: Thursday 2 July 2020

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Time: Following the Napier People and Places Committee

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Venue: Large Exhibition Hall  
Napier War Memorial Centre  
Marine Parade  
Napier

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Committee Members Mayor Wise, Councillor Taylor (In the Chair), Deputy Mayor Brosnan, Councillors Boag, Browne, Chrystal, Crown, Mawson, McGrath, Price, Simpson, Tapine and Wright

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Officer Responsible Director Corporate Services

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Administration Governance Team

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**Next Prosperous Napier Committee Meeting**  
**Thursday 24 September 2020**

# ORDER OF BUSINESS

## Apologies

Nil

## Conflicts of interest

## Public forum

Nil

## Announcements by the Mayor

## Announcements by the Chairperson including notification of minor matters not on the agenda

*Note: re minor matters only - refer LGOIMA s46A(7A) and Standing Orders s9.13*

A meeting may discuss an item that is not on the agenda only if it is a minor matter relating to the general business of the meeting and the Chairperson explains at the beginning of the public part of the meeting that the item will be discussed. However, the meeting may not make a resolution, decision or recommendation about the item, except to refer it to a subsequent meeting for further discussion.

## Announcements by the management

## Confirmation of minutes

That the Minutes of the Prosperous Napier Committee meeting held on Thursday, 27 February 2020 be taken as a true and accurate record of the meeting.....21

## Agenda items

- 1 Licence To Occupy Recreation Reserve - Sunday Market.....3
- 2 Hawke's Bay Disaster Relief Trust - Council Controlled Organisation Exemption ..... 16

## Minor matters not on the agenda – discussion (if any)

Public excluded .....19

# AGENDA ITEMS

## 1. LICENCE TO OCCUPY RECREATION RESERVE - SUNDAY MARKET

<i>Type of Report:</i>	Operational
<i>Legal Reference:</i>	Reserves Act 1977
<i>Document ID:</i>	938617
<i>Reporting Officer/s &amp; Unit:</i>	Bryan Faulknor, Manager Property

### 1.1 Purpose of Report

To confirm the granting of a Licence to Occupy to Margaret Habib for the carpark on Marine Parade immediately north of Ocean Spa and an alternative site at Anderson Park if the Marine Parade site is unavailable, for the operation of the Sunday Market for a term of three years.

#### Officer's Recommendation

The Prosperous Napier Committee:

- a. Recommend that Council approve the granting of a Licence to Occupy to Margaret Habib for the carpark on Marine Parade immediately north of Ocean Spa and an alternative site at Anderson Park if the Marine Parade site is unavailable, for the operation of the Sunday Market for a term of three years.

### 1.2 Background Summary

The Sunday Market has been operating on the Marine Parade Foreshore Reserve in the car park immediately north of Ocean Spa for a number of years under a Licence to occupy. The initial Licence has expired. Council officers have reviewed the location and a new Licence now needs to be entered into.

The Marine Parade Foreshore is also used by other community and sporting groups, therefore, an alternative site at Anderson Park has been trialled for the Sunday Market for times when the Marine Parade site is unavailable. These trials have been successful.

Council has delegation under Section 54 of the Reserves Act 1977 to enter into a new Licence.

In July 2019 Council approved in principle the granting of a Licence to Occupy to Margaret Habib to operate the Sunday Market on the Marine Parade Reserve and Anderson park subject to the Section 54(1)(d) Reserves Act process being completed. This process has now been completed.

On 12 June 2020 the Maori Committee recommended that Council approve the granting of a Licence to Occupy to Margaret Habib for the carpark on Marine Parade and an alternative site at Anderson Park if the Marine Parade site is unavailable, for the operation of the Sunday Market for a three year term.

A copy of the proposed draft licence is attached.

### 1.3 Issues

There are no issues.

### 1.4 Significance and Engagement

The proposal, including time periods and locations, has been publicly notified. There have been no objections.

### 1.5 Implications

#### Financial

The Licence fee has been set at \$200 per week plus GST. There are no financial costs to Council for the operation of the market.

#### Social & Policy

The Sunday Market provides the community with an opportunity for small business, social and cultural exchanges.

#### Risk

The risk to Council is low with the proposed licence document specifying conditions to ensure the operation of the market and nature of the goods being offered for sale does not cause any hazard or nuisance nor causes any damage to the Reserves.

### 1.6 Options

The options available to Council are as follows:

- a. Confirming the granting of a Licence to Occupy to Margaret Habib for the carpark on Marine Parade immediately north of Ocean Spa and an alternative site at Anderson Park if the Marine Parade site is unavailable, for the operation of the Sunday Market for a term of three years.
- b. Decline the granting of a Licence to Occupy to Margaret Habib for the carpark on Marine Parade immediately north of Ocean Spa and an alternative site at Anderson Park if the Marine Parade site is unavailable, for the operation of the Sunday Market for a term of three years.

### 1.7 Development of Preferred Option

Option (a) is the preferred option. The Sunday Market is an asset to the City and any safety or nuisance effects can be managed by the conditions of the Licence and through Council working in partnership with the Licence holder.

### 1.8 Attachments

- A Draft Licence to Occupy [↓](#)

Dated: 2020

NAPIER CITY COUNCIL  
Council

AND

MARGARET CAROLYN HABIB  
Licensee

## LICENCE TO OCCUPY

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*Willis*  
Willis Legal

NAPIER & HASTINGS

MLRG-404660-582-11-V1

THIS DEED made the                      day of                      2020

**BETWEEN**

**NAPIER CITY COUNCIL** ("the Council")

**AND**

**MARGARET CAROLYN HABIB** ("the Licensee")

**OPERATIVE PART**

The Council, pursuant to Section 54(1)(d) of the Act, **hereby licenses** the Land to the Licensee on the terms and conditions following and the Licensee **hereby accepts** this Licence.

**TERMS AND CONDITIONS**

**1. Description of Land**

- 1.1. That part of Marine Parade, Napier, being the off-street car park more particularly defined in orange and blue on the plan attached hereto as Plan A ("**the Land**").
- 1.2. Where the alternative venue is being used pursuant to Clause 7.2 the term "the Land" shall mean, while said alternative venue is being used, that part of Anderson Park, Napier, as more particularly defined edged in orange on the plan attached hereto as Plan B.

**2. Term**

- 2.1. Subject to any express rights of earlier termination contained in this Licence, the term of this Licence shall be 36 months commencing on *[insert date]* 2020 and expiring on *[insert date]* 2023.

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**3. Licence Fee**

- 3.1. The licence fee applicable to this Licence shall be \$200.00 per week, plus GST, payable by the Licensee by monthly instalments in advance (without further demand by the Council) at Dunvegan House, Hastings Street, Napier, or such other location as the Council may from time to time require.
- 3.2. The Licensee will at all times pay punctually the licence fee as it may from time to time be due at the rate and place as described herein. Notwithstanding anything to the contrary contained herein, in the event of the late or non-payment of the licence fee, the Council reserves the right to suspend or terminate at its sole discretion the rights created by this Licence without payment of compensation to the Licensee or any third party.

**4. Licence to Occupy**

- 4.1. The Council hereby grants to the Licensee the non-exclusive right to occupy the Land on Sundays from 6am to 2pm in accordance with the terms of this Licence.
- 4.2. This Licence is granted as a personal privilege and shall not take effect as a lease or any other legal estate. Nothing herein expressed or implied shall be deemed to confer on the Licensee the right to exclusive occupation of the Land or to acquire the freehold or any other interest or estate thereof.
- 4.3. Subject to Clause 5.1 below, the Licensee shall not assign, sub-licence, charge, or part with this Licence or with any of the rights, powers and privileges thereby conferred.

**5. Licensee's Use of the Land**

- 5.1. The Licensee shall be permitted, at the times specified in Clause 4.1 and in accordance with the terms of this Licence, to operate a Sunday Market on the Land with stall operators selling a variety of goods (including food and non-alcoholic drink) and services to members of the public. The Licensee shall be entitled to sub-licence parts of the Land to third parties for the purposes of operating stalls at the said Sunday Market. The terms of such sub-licences must incorporate and be in accordance with the terms of this Licence. The Licensee will not charge members of the public for entering onto the Land during the period of the Licensee's occupation.

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- 5.2. The Licensee shall not carry on or permit any trade or occupation or suffer any act or omission on the Land that will or is likely to cause annoyance, damage or disturbance to any owner or occupier (including members of the public) of any land or buildings adjoining or in the vicinity of the Land. And furthermore, the Licensee shall ensure that unlicensed food sellers (with the exception of those selling only fruit and vegetables) are prohibited access to the site for the purposes of sale. The Licensee shall further ensure no illegal or dangerous goods (including, but not limited to, air rifles, firearms, machetes, swords, knives and illegal drugs) are sold on the Land. In addition to the above prohibitions, the Council may at any time determine that any specific goods or services being sold or offered at the Sunday Market are not appropriate for a public reserve and the Licensee will, upon receipt of written notice from the Council, ensure such goods or services are no longer sold on the Land.
- 5.3. The Licensee shall (and shall ensure any sub-licensees) only use the Land for the purposes described herein and shall comply with all statutes, bylaws and regulations for the time being in force in the district in which the Land is situated as they relate to the Land and the Licensee's (or sub-licensee's) use thereof and shall obtain any relevant consents or approvals which may be required.
- 5.4. Nothing in this Licence shall be construed as guaranteeing that the Council warrants that the Land is suitable for the purposes of the Licensee (or sub-licensee).
- 5.5. The Licensee shall maintain the Land in the same repair, order and conditions as the Land was at the commencement of this Licence (fair wear and tear and damage by fire, tempest, earthquake, flood, subsidence of soil or inevitable accident excepted).
- 5.6. The Licensee shall make adequate provision for the disposal of rubbish, refuse, waste material of any description and shall not allow such matter to accumulate on the Land. The requirements of this Clause 5.6 shall include, but not be limited to, ensuring the Land is clear of all rubbish, refuse or waste material at the end of each Sunday Market (regardless of whether such rubbish, refuse or waste material was present on the Land prior to the commencement of the said Sunday Market). If this Clause 5.6 is not complied with within an hour of the end of each Sunday Market the Council will have the power to remove any rubbish, refuse or waste material and the costs of such removal will be payable by the Licensee. The Licensee's

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obligations and the Council's rights as contained in this Clause 5.6 shall also apply in relation to any land adjoining the Land where the rubbish, refuse or waste material is dropped by the Licensee, any sub-licensees or members of the public attending the Sunday Market.

- 5.7. The Licensee shall not erect or place, and not allow any sub-licensee to erect or place, any buildings or improvements on the Land without the prior consent of the Council. Where, at the expiry or earlier termination of the Licence, any buildings or other improvements have been left on the Land (regardless of whether or not such buildings or improvements have been consented to by the Council) the Council may either:

5.7.1. Remove and dispose of such buildings or improvements, with the costs of such removal and disposal being payable by, and recoverable as a debt from, the Licensee; or

5.7.2. Retain the buildings or improvements on the Land in which case the ownership of such buildings or improvements shall revert to the Council without payment of compensation.

- 5.8. The Licensee shall not allow spikes or pegs to be driven into the Land and shall not chop down or damage, or allow to be chopped down or damaged, any trees or bushes on the Land or on any grass areas adjoining the Land. The Licensee shall ensure no vehicles are parked on the grass areas adjoining the Land at any time and shall ensure no vehicles use said grass areas for ingress or egress to the Land. The Licensee shall also ensure no stalls or other structures are placed on the grass areas adjoining the Land at any time. If any damage is caused to the grass areas adjoining the Land, the Licensee shall rectify such damage at the Licensee's cost.

## 6. Licensee's Obligations

- 6.1. The Licensee shall indemnify and keep indemnified the Council from and against all claims, actions, suits or demands by any person or persons in respect of any injury, damage or loss caused or suffered as a result of or arising from the use of the Land by the Licensee or member of the Licensee's family, employee, agents, servants or invitees.

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- 6.2. The Licensee must throughout the term of the Licence keep current a public risk liability insurance policy applicable to the Land and the activities carried out on the Land for an amount of at least one million dollars (\$1,000,000.00).
- 6.3. The Licensee shall not carry on or suffer or permit to be carried on the Land anything or any act or omission which may render any insurance policy against fire void or voidable or which may render or cause to be rendered an increased or extra penalty premium to be payable.
- 6.4. The Licensee shall at all times comply with (and ensure that its employees, invitees, sub-licensee's, hirers, workmen and assigns comply with) all statutes, bylaws, regulations and standards for the time being in force in the district in which the Land is situated as they relate to the Land and the Licensee's use and occupancy thereof and shall obtain any relevant consents, approvals or permits which may be required.
- 6.5. Nothing in this Licence shall be construed as guaranteeing that the Council warrants that the Land is suitable for the purposes of the Licensee.
- 6.6. The Council will not be liable for any accident, injury or damage suffered by or caused to any person or property arising out of or by reason of the use of the Land by the Licensee (including its employees, invitees, sub-licensee's, hirers, workmen, assigns) and any other persons using the Land with the Licensee's permission and/or knowledge and the Licensee will indemnify and keep the Council indemnified from any penalties imposed on the Council as a result of a prosecution under the Health and Safety at Work Act 2015 arising out of the use of the Land by the Licensee (including its employees, invitees, sub-licensee's, workmen, assigns) and any other persons using the Land with the Licensee's permission and/or knowledge.
- 6.7. The Licensee will consult, co-operate and co-ordinate activities and facilitate engagement with the Council and any other persons (including but without limitation all other hirers, users, suppliers, service providers and contractors to the Land) to the extent that the parties have overlapping duties in relation to health and safety, including in relation to the public and other invitees to the Land. The Licensee will ensure that during the term of this Licence it acts in accordance with and at all times complies with:
- 6.7.1. the Council's policies and procedures in respect of the Land regarding health and safety, including but not limited to evacuation procedures,

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maximum number of persons on the Land, electrical safety, no smoking policy etc; and

6.7.2. all of the Council's directions.

- 6.8. The Licensee will immediately notify the Council of any risk or hazards which the Licensee observes or becomes aware of on the Land and/or any near miss, notifiable event, incident, injury, illness or accident it becomes aware of on the Land whether or not the same involved any equipment or any of the Council's employees. The Licensee will provide the Council with such assistance as may be necessary to conduct any health and safety review or investigation.
- 6.9. The Council shall have the full and unimpeded right to at all reasonable times by and through its officers, servants, employees, agents and workmen to enter the Land for any purpose and by any means whatsoever.

#### **7. Termination, Expiry and Suspension**

- 7.1. This Licence may be terminated by either party by giving to the other one month's notice in writing of their intention to do so. No reason for the termination notice needs to be given by the party terminating the Licence.
- 7.2. If, after making such enquiries as the Council thinks fit and giving the Licensee the opportunity of explaining the use of the Land, the Council considers the Land is not being used, or is not being used sufficiently, for the purposes specified in Clause 5.1 then the Council may terminate this Licence by giving one month's notice in writing.
- 7.3. The Council may give to the Licensee at least twenty-four (24) hours' notice (verbal or in writing) that the Licensee is to use the alternative venue referred to in Clause 1.2 for such period as is referred to in that notice. In that instance the licence fee will remain the same and no other compensation will be payable to the Licensee or any other third party as a direct or indirect result of the change of venue.
- 7.4. Notwithstanding anything to the contrary herein, the Council may give to the Licensee twenty-four (24) hours' notice (verbal or in writing) suspending for the time being the rights of the Licensee contained herein.
- 7.5. In none of the events contemplated by this Licence shall compensation be paid or payable to the Licensee for any improvements made to or put on the Land EXCEPT

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THAT provided all covenants on the Licensee's part have been duly observed and performed any rent paid in advance in respect of the Land or any portion thereof reoccupied beyond the date when this Licence is suspended or terminated shall be refunded to the Licensee.

- 7.6. In the event of the Land being destroyed or damaged by fire or other inevitable accident without fault of the Licensee the Licence may determine at the option of either party or continue on such conditions as are agreed PROVIDED HOWEVER the Council will at no time be under any obligation to repair or reinstate the Land.
- 7.7. The Council shall not be liable to pay compensation to the Licensee for any damage to the Land or to any fixtures, fittings or chattels which it may contain or for any disturbance from any cause whatsoever, or for any business loss arising from any activity of the Council as a Local Authority.
8. **Miscellaneous**
- 8.1. The powers, rights and authorities provided to the Council by this Licence may be exercised by or on behalf of the Team Leader for Parks, Reserves, Sportsgrounds.
- 8.2. Any dispute or difference arising between the parties which cannot be resolved by agreement shall be referred to the Chief Executive, Napier City Council, Napier whose decision shall be final and binding on both parties.
- 8.3. Any costs incurred in the preparation of this Licence and obtaining consents from the Department of Conservation shall be met by the Licensee.
- 8.4. The expression "the Council" and "the Licensee" shall where not inconsistent with the context extend to and include the executors or administrators of the Licensee and any successor organisation of the Council.
- 8.5. The parties agree that this Licence shall be subject to the laws of New Zealand.

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DATED the \_\_\_\_\_ day of \_\_\_\_\_

SIGNED by \_\_\_\_\_ )  
**MARGARET CAROLYN HABIB** )  
 as Licensee in the presence of: \_\_\_\_\_ )

Signature of Witness: \_\_\_\_\_

Printed Name of Witness: \_\_\_\_\_

Occupation of Witness: \_\_\_\_\_

Address of Witness: \_\_\_\_\_

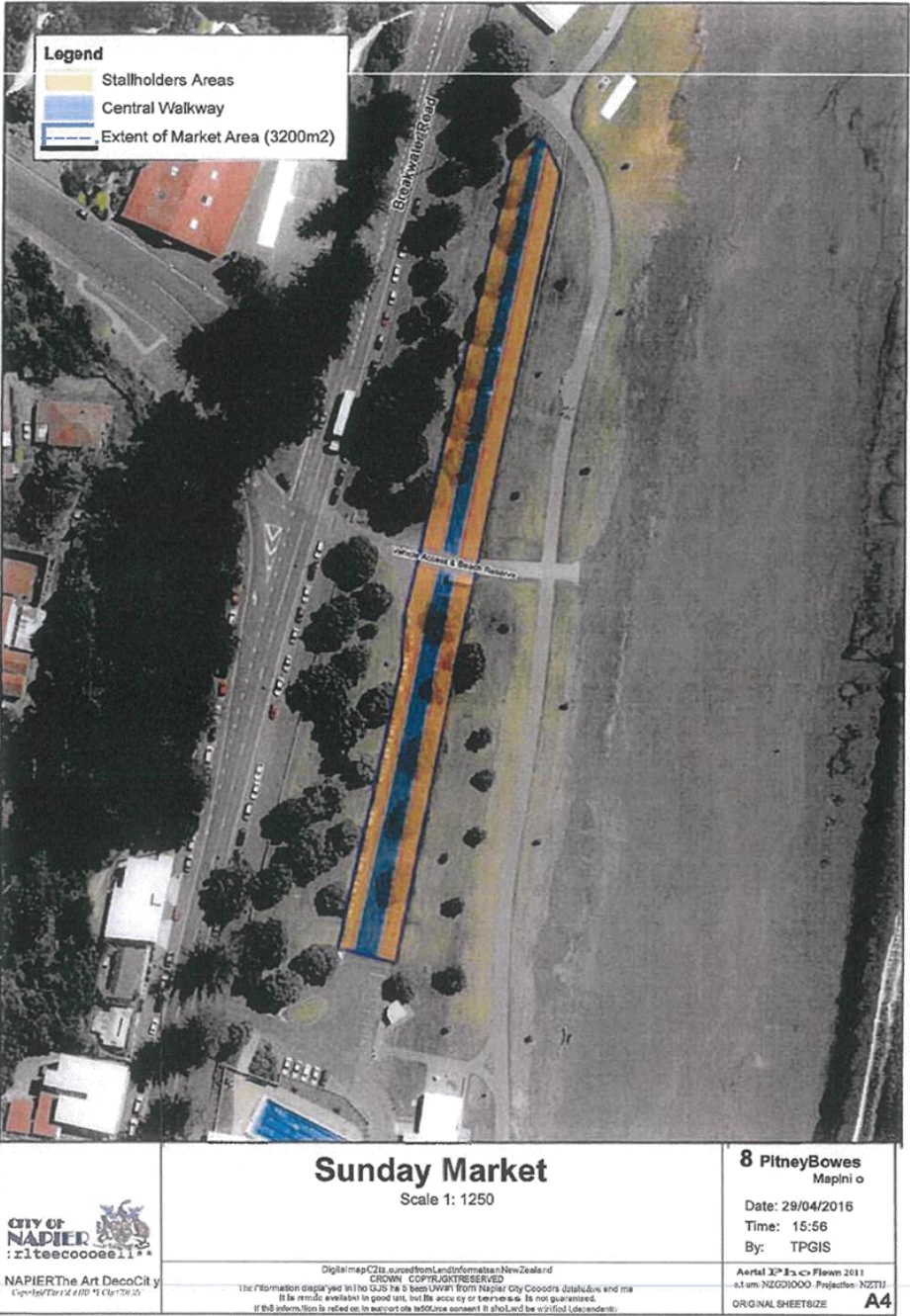
SEALED with the Common Seal )  
of the NAPIER CITY COUNCIL )  
in the presence of: )

Mayor

Chief Executive

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"A"





"B"



Scale: 1:565  
Original Sheet Size A4  
Print Date: 10/10/2019



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## 2. HAWKE'S BAY DISASTER RELIEF TRUST - COUNCIL CONTROLLED ORGANISATION EXEMPTION

Type of Report:	Legal and Operational
Legal Reference:	Local Government Act 2002
Document ID:	936362
Reporting Officer/s & Unit:	Caroline Thomson, Chief Financial Officer

### 2.1 Purpose of Report

To obtain a decision from the Council to exempt the Hawke's Bay Disaster Relief Trust from the requirements imposed on Council Controlled Organisations (CCO) under the Local Government Act 2002 (LGA). The exemption will allow a reduced reporting requirement for the Trust under the LGA.

#### Officer's Recommendation

The Prosperous Napier Committee:

- a. Receive the report titled 'Hawke's Bay Disaster Relief Trust – Council Controlled Organisation Exemption'.
- b. Recommend that Council resolve that as provided for in sections 6 and 7 of the Local Government Act 2002, the Council grants the Hawke's Bay Disaster Relief Trust an exemption from being a Council Controlled Organisation, as defined by section 6 of the Local Government Act 2002 for a period of three years to 30 June 2023.

### 2.2 Background Summary

Hawke's Bay Disaster Relief Trust was created by the Hawke's Bay Civil Defence Emergency Management (CDEM) Group in March 2020. As the Hawke's Bay CDEM Group is made up of all five Hawke's Bay local authorities and the Trustees are the Mayors and Regional Council Chair, it is considered that the Trust should be considered under the provisions of the LGA as they relate to a CCO.

It is proposed that the Trust be considered for exemption from the requirements imposed on CCOs under section 7 of the LGA. This exemption must be approved by all five councils. Section 7(6)(a) of the LGA also stipulates that a Council must review any exemptions granted under section 7 within 3 years after it was first granted.

The LGA allows a local authority to exempt organisations from being CCOs. The following are the relevant sections of the LGA:

#### **"7 Exempted organisations**

*(3) A local authority may, after having taken account of the matters specified in subsection (5), exempt a small organisation that is not a council-controlled trading organisation, for the purposes of section 6(4)(i).*

*(4) An exemption must be granted by resolution of the local authority.*



(5) *The matters are –*

- (a) *the nature and scope of the activities provided by the organisation; and*
- (b) *The costs and benefits, if an exemption is granted, to the local authority, the council-controlled organisation, and the community.”*

The Trust is not a council-controlled trading organisation. The LGA identifies monitoring and requirements for CCOs which include half yearly and annual reports plus an annual Statement of Intent.

The Hawke's Bay Disaster Relief Trust is a charitable trust that has the following stated purpose:

*To provide financial and any other relief or assistance to meet the welfare and other needs of people who have suffered any injury, damage or loss following the occurrence of a disaster that qualifies as an “emergency” under the Civil Defence Emergency Management Act 2002 (or any later replacement thereof), whether natural or otherwise, within the legal boundaries of the Wairoa, Hastings, and Central Hawke's Bay District Councils and Napier City Council. For the avoidance of doubt “those in need” is to be construed as widely as possible and includes individuals, communities, businesses, non-government organisations, the Local Authorities and other legal persons approved by the Trustees.*

The Trust is a Council Controlled Organisation because under the trust deed the Mayors and Regional Council Chair are the Trustees. This means that the Hawke's Bay Councils have effective control of the Trust Board and its assets. In practical terms however, the Trust Board is allowed to administer and distribute funds to alleviate the impacts of an emergency or a disaster on the community as it sees fit with the constraints of the Trust Deed (Attachment 1).

Section 7(7) of the LGA states that a Local Authority may, at any time, revoke an exemption it has granted and Council would be inclined to do so if the nature and scope of activities provided by either organisations increased to a level that warranted a change

### **2.3 Issues**

Day to day the Hawke's Bay Disaster Relief Trust is a small entity with limited or no turnover.

This may change during an emergency where the Trust is gifted monies to administer within the confines of the Trust Agreement.

A good example of this is the current Hawke's Bay drought event where three Hawke's Bay councils, central government, companies and individuals have donated funds for the Trust to distribute in support impacted by the drought. The amount of money held by the Trust for this purpose amounts to approximately \$1m.

The Trust has approved a process for the distribution of these funds and at the time of writing this report applications are being received and processed.

### **2.4 Significance and Engagement**

The issues for discussion are not significant in terms of the Council's policy on significance and no consultation is required.

### **2.5 Implications**

#### **Financial**

N/A

**Social & Policy**

N/A

**Risk**

N/A

**2.6 Options**

Council can resolve to approve the exemption for the Hawke's Bay Disaster Relief Trust, or it can refuse the exemption requiring the Trust to report as required under the LGA.

**2.7 Development of Preferred Option**

The preferred option is the Hawke's Bay Disaster Relief Trust to be exempted from being a Council Controlled Organisation under the Local Government Act 2002.

The level of reporting required of a CCO under the LGA is disproportionate to the size, type and the breadth of operations the Trust undertakes.

**2.8 Attachments**

Nil

# PUBLIC EXCLUDED ITEMS

That the public be excluded from the following parts of the proceedings of this meeting, namely:

## AGENDA ITEMS

1. Bad Debt Write Off
2. Loan Agreement

The general subject of each matter to be considered while the public was excluded, the reasons 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 were 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) to the passing of this resolution.
1. Bad Debt Write Off	7(2)(a) Protect the privacy of natural persons, including that of a deceased person	48(1)A That the public conduct of the whole or the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist: (i) Where the local authority is named or specified in Schedule 1 of this Act, under Section 6 or 7 (except 7(2)(f)(i)) of the Local Government Official Information and Meetings Act 1987.
2. Loan Agreement	7(2)(b)(ii) Protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information  7(2)(h) Enable the local authority to carry out, without prejudice or	48(1)A That the public conduct of the whole or the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist: (i) Where the local authority is named or specified in Schedule 1 of this Act, under Section 6 or 7 (except 7(2)(f)(i)) of the Local

	disadvantage, commercial activities	Government Official Information and Meetings Act 1987.
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# PROSPEROUS NAPIER COMMITTEE

## Open Minutes

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Meeting Date:	Thursday 27 February 2020
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Time:	11.05am – 11.46pm
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Venue	Council Chambers Hawke's Bay Regional Council 159 Dalton Street Napier
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Present	Mayor Wise, Councillor Taylor (In the Chair), Deputy Mayor Brosnan, Councillors Boag, Browne, Chrystal, Crown, Mawson, McGrath, Price, Tapine and Wright
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In Attendance	Director Community Services, Director Corporate Services, Director City Strategy, Manager Communications and Marketing, Chief Financial Officer, Manager Asset Strategy, Manager Property, Manager Regulatory Solutions, Manager Community Strategies, Investment and Funding Manager, Records Management Lead
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Administration	Governance Team
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## Apologies

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Councillors Boag / Wright

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That the apology from Councillor Simpson be accepted.

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Carried

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## Conflicts of interest

Nil

## Public forum

Nil

## Announcements by the Mayor

The Mayor advised that she will need to leave the meeting at 12.20pm due to another commitment.

## Announcements by the Chairperson

Nil

## Announcements by the management

Nil

## Confirmation of minutes

Nil

# AGENDA ITEMS

## 1. RESERVE FUNDING CHANGES

<i>Type of Report:</i>	Legal and Operational
<i>Legal Reference:</i>	Local Government Act 2002
<i>Document ID:</i>	872505
<i>Reporting Officer/s &amp; Unit:</i>	Adele Henderson, Director Corporate Services

### 1.1 Purpose of Report

To approve changes to Financial Reserves and reserve funding.

Note: this report was initially taken to the Council meeting held on 19 November 2019 where it was laid on the table.

#### At the Meeting

The Chief Financial Officer spoke to the report, providing a brief overview and outlining the Councillor review process to date.

In response to questions from Councillors, the following points were clarified:

- The Te Awa Structure Plan was removed in the Long Term Plan 2018-28 as the land was considered to be too expensive to develop. Since then, Council has made a commitment to review the Te Awa Structure Plan and a project manager is on board at present to pull this together. Council currently has funds available to keep up with key works and Councillor workshops are booked in relation to developments in this area.
- The storm water model was recently completed and the storm water master planning is now underway, network-wide.
- All monies coming in and going out from the Te Awa Structure Plan are accounted for.
- The Financial and Development Contributions Reserve will be left with funds allocated specifically for growth development as per the Financial and Development Contribution policy

The Mayor noted her discomfort in relation to removing funds from the Financial Contributions Reserve before modelling for the Te Awa Structure Plan had been completed.

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**Committee's recommendation**

Councillors Tapine / Mawson

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The Prosperous Napier Committee:

- a. Approve the transfer of rates funds of \$7,410,078, previously transferred into the Financial Contributions Reserve, back into the Subdivision and Urban Growth Fund.
- b. Transfer the General Reserve No 1 remaining reserve balance of \$20,681 as at 30 June 2019 to the Capital Reserve Account.
- c. Approve a change in funding, for the following existing projects to now be funded from the Subdivision and Urban Growth Fund
  - i. District Plan Review (\$1.2m total)
  - ii. Asset Management Transformation Project (\$225,000 2019/20 and \$1.5m in total)
  - iii. Te Awa Development Investigation (\$255,500 2019/20)
- d. Approve a change in funding, the following existing projects to now be funded from the Solid Waste Disposal Income Account.
  - i. Smoothing impact of Kerbside recycling in 2019/20 and 2020/21 (\$1.3m)

*The Mayor voted against the motion.*

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Carried

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## 2. HAWKE'S BAY AIRPORT LTD HALF YEAR REPORT TO 31 DECEMBER 2019

<i>Type of Report:</i>	Operational
<i>Legal Reference:</i>	Local Government Act 2002
<i>Document ID:</i>	895314
<i>Reporting Officer/s &amp; Unit:</i>	Caroline Thomson, Chief Financial Officer

### 2.1 Purpose of Report

To receive the half year report to shareholders from Hawke's Bay Airport Limited to 31 December 2019.

#### At the Meeting

The Director Corporate Services spoke to the report and reiterated previous advice to Council that no dividend would be paid for this financial year. It was noted that Councillors attended a briefing earlier in the week at the Hawke's Bay Airport, giving them a better understanding of the airport business.

#### Committee's recommendation

Councillors Chrystal / Price

The Prosperous Napier Committee:

- a. Receive the Hawke's Bay Airport Limited half year report to shareholders, to December 2019.

Carried

### 3. DIGITAL PROPERTY FILE FEE AMENDMENT

<i>Type of Report:</i>	Operational and Procedural
<i>Legal Reference:</i>	N/A
<i>Document ID:</i>	902624
<i>Reporting Officer/s &amp; Unit:</i>	Rachael Horton, Manager Regulatory Solutions

#### 3.1 Purpose of Report

To review the fee for a digital property file contained in the Schedule of Fees and Charges for 2019/20 with a view to amending the fee and offering an additional service option.

#### At the Meeting

The Manager Regulatory Solutions spoke to the report noting an error in the recommendation, that the Building File only fee should be \$30.

In response to questions from Councillors, the following points were clarified:

- Council officers use their discretion in relation to charging in rare instances where the property file does not hold the required information.
- Previously the public have been able to access the physical file at customer services. This practice was good for the user; however, Council officers consider that access to the hard copy file should be restricted in order to preserve the integrity and quality of the file.
- The current file fee has been in place since 1 July 2019 and feedback from users is that the fee is too high.
- For those that do not have access to a computer, the public will be able to request to view the property file using the computers in customer services.
- The digitising project is currently around 32% complete. The project is tracking well and has been brought in-house to ensure the required quality and turnaround is achieved.
- Paper copies may be considered on a case by case basis; however, the work involved is the same and charging would still be required.
- Once the files are digitised, the hard copy files are then tagged and prepared for archiving - bulk archiving will be undertaken. As with most Council official information, there are rules around how property files must be archived.
- Other Councils have different methods of funding for this service. Council officers advised that they consider the property file service to be a user benefit and should therefore be user pays.

A number of Councillors expressed their preference to expedite the decision in order to reduce the fee as soon as possible. It was agreed that a Decision of Council should be made at the meeting.

#### Officer's Recommendation

The Prosperous Napier Committee:

- Resolve to amend the fees for digital property files to the following:

Full digital property file	\$40
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Building File only	\$20
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- i. A reduced fee of \$15 will be charged if a customer subsequently requests a full digital property file on a property after previously only requesting a Building File.

**Committee's recommendation**  
**Substitute Motion**

Councillors Price / Wright

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The Prosperous Napier Committee:

- a. Resolve to amend the fees for digital property files to the following:

Full digital property file	\$40
Building File only	\$30

- i. A reduced fee of \$15 will be charged if a customer subsequently requests a full digital property file on a property after previously only requesting a Building File.
- b. That a **DECISION OF COUNCIL** is required urgently to enable the immediate implementation of the amended fee.

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Carried

**DECISION OF COUNCIL**

Councillors Wright / Boag

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That Council:

- a. Resolve to amend the fees for digital property files to the following:

Full digital property file	\$40
Building File only	\$30

- i. A reduced fee of \$15 will be charged if a customer subsequently requests a full digital property file on a property after previously only requesting a Building File.

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Carried

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## 4. POLICY - COUNCIL ORGANISATION APPOINTMENTS AND REMUNERATION

Type of Report:	Operational
Legal Reference:	Local Government Act 2002
Document ID:	902626
Reporting Officer/s & Unit:	Devorah Nicuarta-Smith, Team Leader Governance

### 4.1 Purpose of Report

To present the Council Organisation Appointments and Remuneration Policy for adoption.

#### At the Meeting

A number of Councillors questioned the wording in the following sections of the Council Organisation Appointments and Remuneration Policy:

- *Required Skills and Experience* - the use of 'intellectual ability'
- *Conflicts of Interest* - at the 'pleasure' of the Council

**ACTION:** Officer's to refine the Policy wording in accordance with the concerns raised by Councillors, and bring the updated Policy back to the next Council meeting for adoption.

#### Officer's Recommendation

The Prosperous Napier Committee:

- Adopt the Council Organisation Appointments and Remuneration Policy

#### Committee's recommendation

#### Substitute Motion

Mayor Wise / Councillor Brosnan

The Prosperous Napier Committee:

- Request Council officer's to review the required skills and experience criteria and other suggested amendments with regard to wording of the Council Organisation Appointments and Remuneration Policy and bring this back to the next Council meeting for adoption.

Carried

# PUBLIC EXCLUDED ITEMS

Councillors Boag / Tapine

That the public be excluded from the following parts of the proceedings of this meeting, namely:

1. Request for Remission for Special Circumstances
2. Recommendations for Appointment to the Napier District Licensing Committee

Carried

The general subject of each matter to be considered while the public was excluded, the reasons 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 were 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) to the passing of this resolution.
1. Request for Remission for Special Circumstances	7(2)(b)(ii) Protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information	48(1)A That the public conduct of the whole or the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist: (i) Where the local authority is named or specified in Schedule 1 of this Act, under Section 6 or 7 (except 7(2)(f)(i)) of the Local Government Official Information and Meetings Act 1987.
2. Recommendations for Appointment to the Napier District Licensing Committee	7(2)(a) Protect the privacy of natural persons, including that of a deceased person	48(1)A That the public conduct of the whole or the relevant part of the proceedings of the meeting would be likely to result in the disclosure of information for which good reason for withholding would exist: (i) Where the local authority is named or specified in Schedule 1 of this Act, under Section 6 or 7 (except

		7(2)(f)(i)) of the Local Government Official Information and Meetings Act 1987.
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The meeting moved into Committee at 11.46am.

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Approved and adopted as a true and accurate record of the meeting.

Chairperson .....

Date of approval .....