

Council Briefing

Date: Thursday 01 August 2019

Time: 09.30 am

Venue: Mangawhai Club – 219 Molesworth Drive, Mangawhai

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* Item 2 will be supplied under a supplementary cover.

Sport Northland Update

Meeting: Kaipara District Council Briefing
Date of meeting: 01 August 2019
Reporting officer: Darlene Lang, Community Relationships Manager

Purpose/Ngā whāinga

To provide a verbal update from Brent Eastwood, Chief Executive of Sport Northland on:

- their Annual Report
- information about their contract for service with Kaipara District Council.

Discussion/Ngā kōrerorero

Sport Northland currently have a Contract for Service with Kaipara District Council to provide and promote physical activity in the Kaipara District. This is a three-year contract worth \$26,000 annually, which ends on 30 June 2021. The funding goes towards funding the Kaipara Sport Northland Co-ordinator. We have been paying this contribution since 1996.

The Contract for Service (**Attachment A**) provides context about what the contractual arrangements are with Sport Northland.

The Annual Report will be circulated at the briefing.

Attachments/Ngā tapiritanga

	Title
A	Contract for Service

Darlene Lang, 17 July 2019

Kaipara District Council

(Council)

Sport Northland

(Organisation)

Contract For Service

Sport Northland

Provision of Promoting and Providing Physical Activity

01 July 2018 – 30 June 2021

Contract Number: 008



Contract for Service

AGREEMENT dated the 26th of June 2018

PARTIES

- 1 KAIPARA DISTRICT COUNCIL ("Council")
- 2 SPORT NORTHLAND ("Organisation")

INTRODUCTION

- A The Council is the local authority for the Kaipara District and from time to time, in accordance with its policies, allocates funds for the delivery of services within the Kaipara District to benefit Kaipara residents and visitors where these services may otherwise be provided by the Council.
- B The Organisation has made application to the Council for funding to assist in the provision of the Service which is provided for by this Agreement.
- C The Council, acting in its discretion, has granted the Organisation funding for the provision of the Service on the basis that the Organisation's application meets the Council's policies and criteria and on the terms and conditions set out in this Agreement.
- D This Agreement records the agreement of the Council and the Organisation for the provision of the Funding by the Council and the provision of the Service by the Organisation.

1 Agreement

Provision of Service and Funding

- 1.1 The Organisation agrees to provide the Service and in consideration of the provision of the Service by the Organisation the Council agrees to provide the Funding to the Organisation.

Terms and Conditions

- 1.2 The Organisation and the Council agree that they are bound by and will observe and perform their respective obligations under this Agreement and as set out in the Schedules to this Agreement.

SIGNED on behalf of

KAIPARA DISTRICT COUNCIL

)

)



THE COMMON SEAL of

SPORT NORTHLAND

was affixed in the

presence of:

)

)

)

)




SCHEDULE 1
PARTICULARS SCHEDULE

Sport Northland

Organisation	Sport Northland
Organisation Contact Details	<p>Brent Eastwood</p> <ul style="list-style-type: none"> • brente@sportnorthland.co.nz • PO Box 1492 Whangarei 0140 • 09 437 9605
Organisation Bank Account Details	ASB 12 3101 0059881 00
Council Contact Details	<ul style="list-style-type: none"> • council@kaipara.govt.nz • Private Bag 1001 Dargaville 0340 • 0800 727 059
Status of Organisation	Charitable Trust
Service	To organise and promote positive physical activity options for Kaipara residents. Developing and implementing Northland specific programmes and events.
Funding (exclusive of GST), instalments and frequency of payments	\$26,000 annually for three years, to be paid around the 20 th of the following month, upon Council receiving an invoice each year.
Funding Period and Reviews	Three year funding from 01 July 2018 to 30 June 2021
Community Benefits	<p>More residents leading a healthy lifestyle.</p> <p>More residents being involved in community activities to build stronger communities.</p>
Performance Measures	<ul style="list-style-type: none"> • The Community Benefits are continuing to be provided by the Service. • The Organisation is a not-for-profit organisation, it retains that status and its purposes benefit the people of Kaipara. • The Service is being provided to the residents of and visitors to the Kaipara District.

	<ul style="list-style-type: none"> • There is a volunteer component to the provision of the Service. • The Organisation provides an annual report.
Health and Safety	<p>The Organisation will comply with the health and safety obligations described in clause 2.3(a) of Schedule 2.</p> <p>Compliance with these provisions shall be reported to Council annually or upon request.</p> <p>Event health and safety plans must also be presented on request.</p>
Public Liability Insurance	<p>The Organisation shall take out and maintain during the period any Service is performed under this Agreement, public liability insurance cover of not less than \$2,000,000. Such insurance shall be in a form and on terms acceptable to the Council.</p>
Condition/Special Terms	None

SCHEDULE 2

Terms and Conditions

1 Definitions and Interpretation

Definitions

- 1.1 In this Agreement, including the Introduction and all Schedules to this Agreement, unless the context otherwise requires:

"Business Plan" means the Business Plan referred to in Schedule 1, the form of which will be determined by the Council and provided to the Organisation.

"Community Benefits" means the community benefits for the Kaipara community as set out and described in Schedule 1, to be achieved by the Organisation through the provision of the Service.

"Council" means the Kaipara District Council its successors and assigns and includes any Government body, local authority or other organisation that takes over the responsibility for the Kaipara District.

"Funding" means the sum of money (which shall be an annual sum unless otherwise provided in Schedule 1), exclusive of GST, which the Council has agreed to pay to the Organisation for assistance in the provision of the Service, as set out in Schedule 1.

"Funding Period" means the annual period, annual periods or other period less than 12 months for which the Service is provided with the assistance of the Funding, as set out in Schedule 1.

"GST" means Goods and Services Tax under the Goods and Services Tax Act 1985.

"Organisation" means the Organisation named and described in Schedule 1 however does not include the Organisation's successors or assigns.

"Performance Measures" are as provided for in clause 2.2 and as more particularly set out in clause 2.3 and Schedule 1.

"Service" means the service to be provided by the Organisation in accordance with the terms of this Agreement as set out in Schedule 1.

"Works Programme" means the Works Programme referred to in Schedule 1 containing such detail as the Council reasonably requires including:

- (a) the schedule of work to be undertaken as part of the Service; and
- (b) the frequency that periodic works will be undertaken; and
- (c) a timetable for completion of particular works.

Interpretation

1.2 In this Agreement:

- (a) references to clauses and schedules are reference to clauses and to schedules to this Agreement unless stated otherwise. Each such schedule forms part of this Agreement;
- (b) where the context permits the singular includes the plural and vice versa;
- (c) all references to legislation are (unless stated otherwise) references to New Zealand legislation and include all subordinate legislation, any re-enactment of or amendment to that legislation and all legislation passed in substitution for that legislation;
- (d) where the context permits references to a **"person"** include an individual, firm, company, corporation or unincorporated body or persons, any public authority, territorial or regional council, any government or any governmental agency;
- (e) references to a **"party"** means a party to this Agreement and any reference to a party, to the extent applicable, includes the successors, executors and administrators (as the case may be) of that party;
- (f) defined words and expressions shall bear the defined meaning throughout this Agreement including the Introduction.
- (g) where any condition or special term set out in Schedule 1 is in conflict with or is inconsistent with any other term of this Agreement the condition or special term shall prevail.

2 Provision of Service, Community Benefits and Performance Measures

- 2.1 The Organisation in providing the Service shall provide the Service for the Funding Period in order to provide the Community Benefits as set out and described in Schedule 1 and the Organisation and the Council agree that the achievement of the Community Benefits are an essential term of this Agreement.
- 2.2 The provision of the Community Benefits shall be measured against the Performance Measures applicable to this Agreement as set out and described in clause 2.3 and Schedule 1 through the review process set out in clause 3.
- 2.3 In providing this Service with the assistance of the Funding the Organisation shall:
 - (a) comply with all statutes and regulations which are applicable to the provision of the Service and in particular shall comply with all relevant provisions of the Health and Safety at Work Act 2015;
 - (b) Undertake the provision of the Service within the Kaipara District diligently, conscientiously and competently;
 - (c) not use the Funding for any purpose other than for the provision of the Services within the Kaipara District in accordance with the terms of this Agreement;

- (d) work with the Council fairly, openly and in good faith in all matters concerning this Agreement and promptly notify the Council of any matter or circumstance which has or may adversely impact on the provision of the Service or application of the Funding for the provision of the Service;
 - (e) on request made by the Council provide the Council with a copy of any record on the Organisation's files or within the possession or control of the Organisation relating to this Agreement where receipt of such a record may be required by the Council to comply with any of its statutory obligations;
 - (f) on request made by the Council provide the Council with a copy of the Organisation's financial statements within three months of the end of the Organisation's financial year;
 - (g) acknowledge the support of the Council through the provision of the Funding on any correspondence advertising or other publicity material.
 - (h) ensure on a continuing basis that it has the resources or ability to raise the resources as applicable for the balance of costs not covered by the Funding in order to provide the Service in terms of this Agreement and as may be provided for in a Business Plan or Works Programme (as applicable) if required by the Council, as provided for in Schedule 1;
 - (i) if a Business Plan is required the Organisation shall keep the Business Plan current for the Funding Period, reviewed annually and the achievement of the Business Plan shall be a component of the Performance Measures; and
 - (j) where the Organisation is a registered not-for-profit entity, maintain the registered not-for-profit status, and immediately notify the Council of any change to the Organisation's status.
- 2.4 All communications and notices from the Council under this Agreement shall be sent to the contact person for the Organisation named in Schedule 1. The Organisation confirms the authority of the contact person to represent the Organisation and receive and deliver notices and other communications with the Council on behalf of the Organisation. The Organisation shall immediately notify the Council in the event of a change of contract person and shall provide details of any replacement. The Organisation shall ensure that at all times there is a contact person for the Organisation.

3 Funding, Funding Period and Review

- 3.1 Subject to the following provisions of this clause, the Council agrees to provide the Funding to the Organisation for the Funding Period.
- 3.2 Where the Funding is for more than a 12 month period, the provision by the Council of the Funding for each ensuing 12 month period shall be subject to review by the Council and the review shall be referenced to the meeting of the Performance Measures. Pending such review and decision of the Council, acting in its sole discretion, to continue or not continue the Funding

for any ensuing 12 month period, the Council (which is acknowledged by the Organisation) shall have no obligation to continue the Funding for any future period.

- 3.3 In the event the Council makes a decision not to continue the Funding as a result of a review in terms of clause 3.2 or 3.4, the Council will notify the Organisation of its decision in writing and this Agreement shall be at an end with effect from the expiry of the Funding Period or that part of the Funding Period for which Funding has been actually paid by the Council to the Organisation, whichever is the earlier. Upon such termination the Council shall have no further liability to the Organisation under this Agreement.
- 3.4 The Council, in addition to the review process set out in clause 3.2, shall be entitled to review the provision of the Funding at any time during the Funding Period. Any such review shall be referenced to the meeting of the Performance Measures.

4 Payment of Funding

- 4.1 The Council shall pay the Funding to the Organisation in the instalments and at the frequency set out in Schedule 1 and, unless the Council agrees otherwise, all payments of the Funding shall be paid to the bank account of the Organisation details of which are set out in Schedule 1.
- 4.2 The Funding is calculated exclusive of GST and, in the event of the Organisation being registered for GST, the Funding shall be plus GST and the Organisation shall provide such valid GST invoices as are required by the Council so as to comply with the Goods and Services Tax Act 1985. The Council shall not be obliged to make any payment of the Funding plus GST unless a valid GST invoice has been provided to the Council by the Organisation.

5 Termination

- 5.1 The Council may, following the giving of not less than 14 days notice in writing to the Organisation, terminate this Agreement with immediate effect from the end of such notice period for breach by the Organisation of any term of this Agreement, which may include the failure of the Organisation to comply with any of the Performance Measures set out in clause 2.3 and Schedule 1.
- 5.2 In addition to the right of termination under clause 5.1 the Council may terminate this Agreement with immediate effect, by giving written notice to the Organisation, if the Organisation:
- (a) becomes inactive or ceases its activities as a community organisation for any reason;
 - (b) passes any resolution to wind up;
 - (c) becomes insolvent or its affairs or assets are placed under any sort of management or receivership;
 - (d) becomes the subject (which may include any of the Organisation's officers, employees, members or contractors) of any claim, investigation or prosecution relating to the improper or illegal use of funds; or

- (e) defaults under any other obligation it has entered into with the Council and which is recorded in writing.

5.3 On any termination of this Agreement, the Organisation shall immediately repay to the Council, upon demand made by the Council, any unexpended portion of the Funding paid to the Organisation.

5.4 Any termination of this Agreement shall be without prejudice to the rights of either party against the other.

6 Own Risk and Indemnity

6.1 The Organisation undertakes the provision of the Service at its own cost and risk in all respects and the Organisation shall at all times indemnify the Council in respect of any loss, damage or cost (including consequential loss or damage) suffered or incurred by the Council as a direct or indirect result of a failure by the Organisation to perform any of the obligations of the Organisation under this Agreement.

7 Insurance

7.1 The Organisation shall during the Funding Period at its own cost take out and keep in full force and effect at all times a public liability insurance policy for a sum of not less than the sum set out in Schedule 1 for any single event or such greater sum required by the Council from time to time and shall within 30 days of the execution of this Agreement or request for additional cover, produce to the Council a copy of the policy or certificate of currency.

8 Council's Role as Statutory Authority

8.1 The Organisation acknowledges that the Council is the territorial authority for the Kaipara District and that any power, right, obligation or duty of the Council under this Agreement shall be subject to compliance by the Council with the Local Government Act 2002, Resource Management Act 1991, Public Works Act 1981, Building Act 2004, Reserves Act 1977 and any other legislation regulating the conduct of the Council.

8.2 Any consent given by the Council for the purposes of this Agreement is in addition to and not in satisfaction of any consent that may be required from the Council for regulatory purposes.

9 Disputes and Mediation

9.1 The parties shall meet and discuss in good faith any dispute between them arising out of this Agreement.

9.2 If the discussions referred to in clause 9.1 fail to resolve the relevant dispute, either party may (by written notice to the other party) require that the dispute be submitted for mediation by a single mediator appointed by the Council and such appointee shall conduct the mediation at his/her discretion, including the determination of procedural rules and timetable.

- 9.3 Neither party may issue any legal proceedings (other than for urgent interlocutory relief), in respect of any such dispute, unless that party has first taken reasonable steps to comply with clauses 9.1 and 9.2.
- 9.4 The procedures prescribed in this clause shall not prevent the Council from exercising its rights and remedies in respect of any breach by the Organisation of its obligations under this Agreement.

10 Relationship

- 10.1 The Organisation and the Council agree that:
- (a) nothing expressed or implied in this Agreement shall constitute either of the parties the partner, agent, legal representative, employee or officer of, or as a joint venturer with, the other party, and neither party shall make any contrary representation to any other person; and
 - (b) except to the extent otherwise expressly agreed between the parties in writing, neither party has any right or authority to assume or create any obligations of any kind or to make any representations or warranties, whether express or implied, for or on behalf of the other party, or to bind the other party in any respect.

11 Legal Costs

- 11.1 The parties shall pay their own legal costs of and incidental to the negotiation, preparation and completion of this Agreement. The Organisation shall pay the Council's legal costs (as between solicitor and own client) of and incidental to any non-compliance, breach or default under this Agreement on the part of the Organisation, which shall include legal costs incurred by the Council in enforcing or attempting to enforce any provision of this Agreement.

12 General

No Assignment

- 12.1 The Organisation may not assign any of its rights, title or interest under this Agreement to any third party.

Entire Agreement

- 12.2 This Agreement records the entire arrangement between the parties relating to the matters dealt with in this Agreement and supersedes all previous arrangements, whether written, oral or both, relating to such matters.

Further Assurances

- 12.3 Each party shall do all things and execute all documents reasonably required in order to give effect to the provisions and intent of this Agreement.

Amendment

- 12.4 This Agreement shall not be amended or varied except in writing signed by both parties or otherwise provided in this Agreement.

Notices

- 12.5 Any written notice required to be given pursuant to this Agreement shall (without limitation) be deemed validly given if:
- (a) signed by the party giving that notice; and
 - (b) delivered by hand, sent by facsimile transmission (provided that the sender's facsimile machine confirms transmission to the intended recipient) or electronic mail to the intended recipient's physical address, facsimile number or email address, as set out in Schedule 1 (or to such other physical address, facsimile number or email address as the intended recipient shall notify to the other party by written notice from time to time).

Non Waiver

- 12.6 The failure of either party to insist in any one or more instances upon the strict performance of any of the terms of this Agreement or the waiver by either party of any term or right under this Agreement or of any default by the other party shall not be deemed or construed as a waiver by such party of any such term right or default in the future.

Solid waste consultation direction

Meeting: Kaipara District Council
Date of meeting: 01 August 2019
Reporting officer: Donna Powell, Solid Waste Officer

Purpose/Ngā whāinga

To provide further information on the recent People's Panel survey as requested.

Context/Horopaki

On 06 June 2019, Council was briefed on options that had been identified for further investigation, and direction was sought on options to be considered as part of the more formal consultation to be completed later this year. Council asked that further information be presented prior to making a decision.

Discussion/Ngā kōrerorero

People's Panel survey results will be considered when compiling the options that will be investigated and presented during the 2019/2020 Solid Waste activity consultation. Further breakdown of People's Panel survey results and demographics is at **Attachment A**.

Options likely to be taken forward for further investigation, including costing, are as follows:

- 1) Stay with general refuse bags and introduce crates for recycling
 - User pays for general refuse, targeted rate for recycling
- 2) Introduce a wheelie bin option for general refuse and crates for recycling
 - User would pay for preferred option for general refuse, targeted rate for recycling
- 3) Introduce a fully targeted rate to cover both general refuse and recycling disposal and collection
- 4) Status quo
 - User pays for recycling and refuse disposal with some minor improvements, such as collection extensions, and users can choose to privately hire wheelie bins.

Next steps/E whaiake nei

The identified options and the various alternative methods to achieve them will be investigated and costed with advantages and disadvantages being documented. The finalised options with information will be presented to Council for approval/adoption prior to proceeding with the consultation.

Consultation will take place alongside Annual Plan consultation set for March 2020.

Attachments/Ngā tapiritanga

	Title
A	Solid Waste Activity Consultation Direction presentation

Donna Powell, 17 July 2019

Solid Waste Activity Consultation Direction



INTRODUCTION

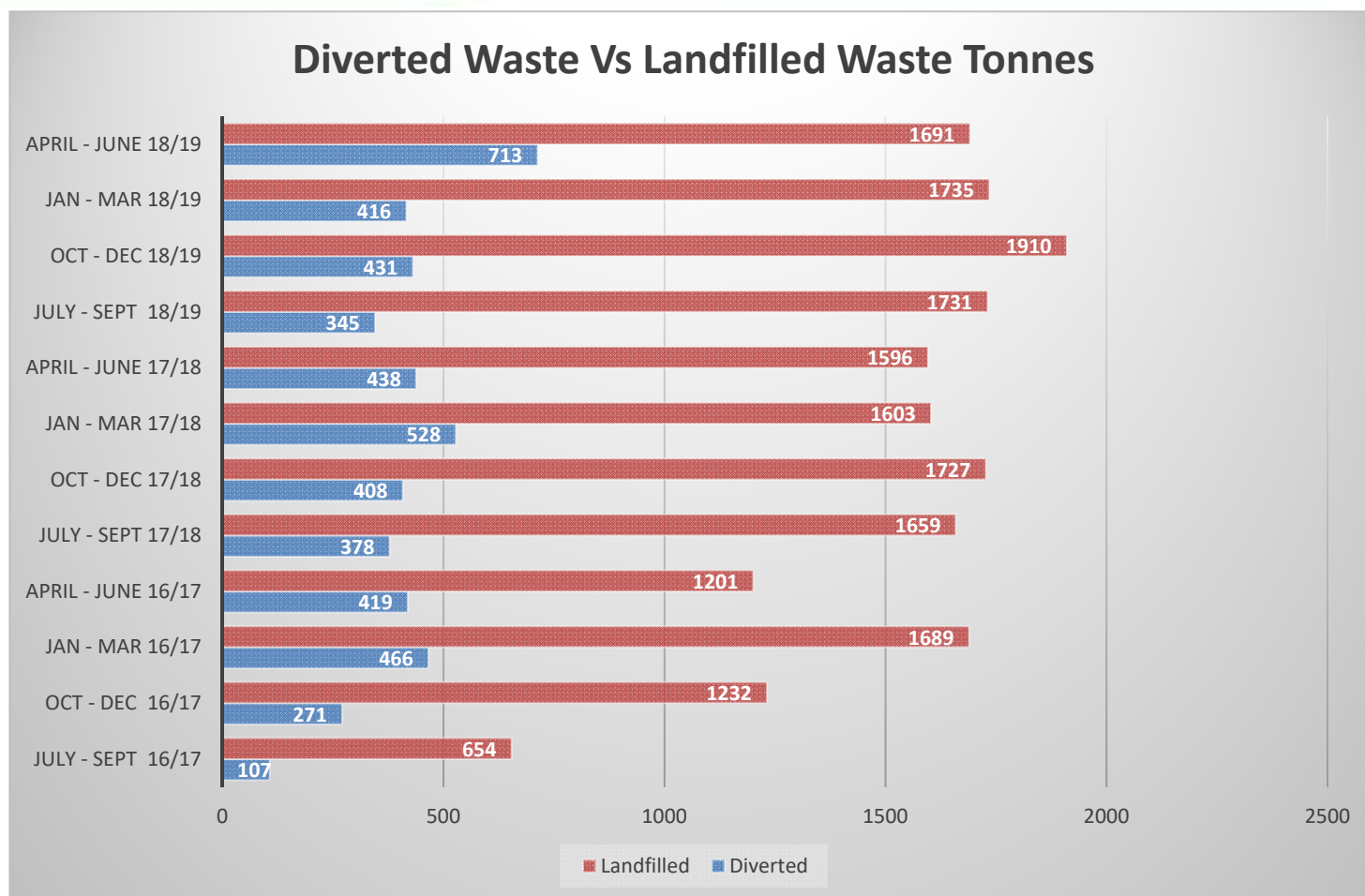
Several actions were identified as part of the 2017/2022 Waste Management and Minimisation Plan. The following actions will be covered by the planned consultation:

- Determine community interest in additional/new rural drop-off locations
- Determine community interest in new holiday home drop-off locations
- Investigate provision of a universal recycling collection
- Consult with the community about the best solution for litterbins.

These were fed into the 2017 Solid Waste Asset Management Plan and identified as improvements.

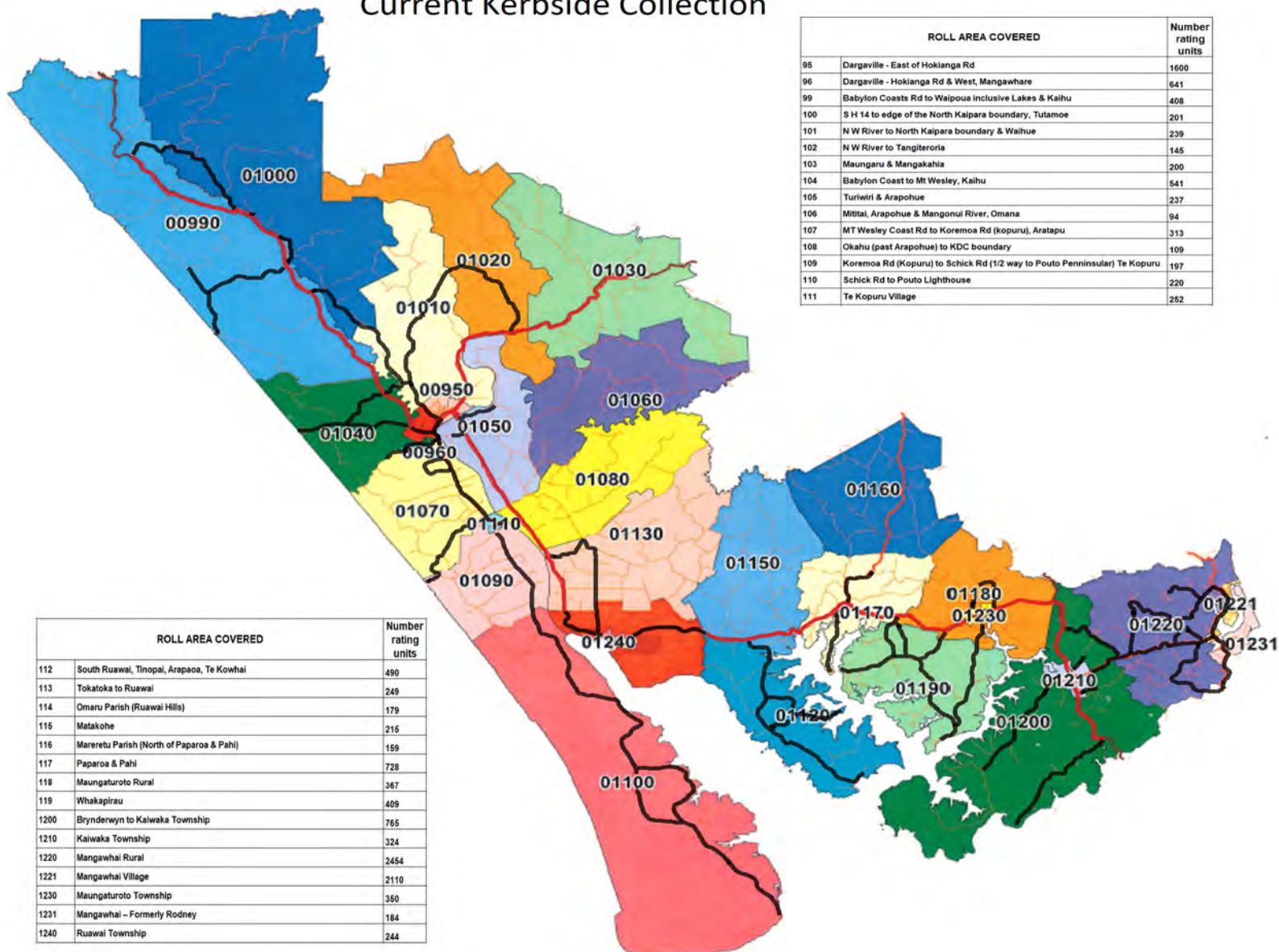
Results from the formal consultation will be utilised to plan and budget for any changes to be included in the 2021/2031 Long Term Plan. This will also coincide with the new Solid Waste Collection and Transfer Station operations contract which expires in June 2021.

CURRENT DIVERTED WASTE VS LANDFILLED WASTE STATS



KERBSIDE COLLECTION ROUTE

Current Kerbside Collection



OPTIONS FOR CONSIDERATION IN UPCOMING FORMAL CONSULTATION

- 1) Stay with general refuse bags and introduce crates for recycling
 - User pays for general refuse, targeted rate for recycling
- 2) Introduce a wheelie bin Option for general refuse and crates for recycling
 - User would pay for preferred option for general refuse, Targeted rate for recycling
- 3) Introduce a fully targeted rate to cover both general refuse and recycling disposal and collection.
- 4) Status quo
 - User pays for recycling and refuse disposal with some minor improvements, such as collection extensions, and users can choose to privately hire wheelie bins.
- 5) There will also be discussion around litterbin provision and holiday home rubbish and recycling solutions.

FOR CONSIDERATION DURING PLANNING PROCESS

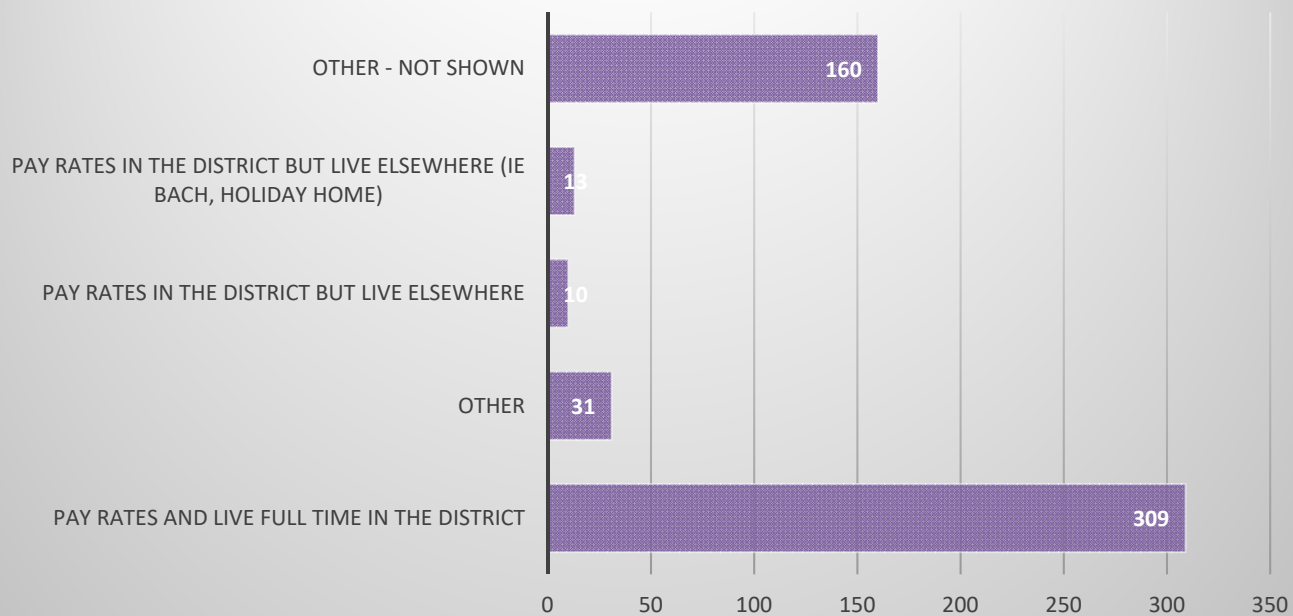
- How to improve service to rural residents, and what this will cost
- How will a targeted rate for refuse disposal impact on local businesses (reference to business operators carrying out private refuse collection)
- Costs for provision of different options
- Different targeted rates depending on residential, commercial, services available or rural properties
- Method of payment for user-pays wheelie bin option
- Impact of targeted rates and perceived free disposal and recycling on illegal dumping
- Timeframes for rolling out, with possibility of a staged rollout, and how to inform new residents
- Frequency of collections
- Litterbin provision
- Holiday home refuse and recycling solutions
- To be consulted on as part of Annual Plan consultation in March 2020

COMPARISON AND TRENDS PEOPLE'S PANEL SURVEY

- Out of 523 total responses – 109 were rural i.e. identified as using rural collection points
- 83% of rural respondents currently spend between \$3 and \$10 per week on rubbish disposal
- 75% of rural respondents have identified that they would support a targeted rate of some sort for refuse and recycling
- 71% of all respondents have indicated that they would pay via targeted rate or sticker system
- 76% of all respondents usually spend between \$3 and \$10 per week on refuse and recycling disposal
- 15% of all respondents would like the current service level to remain.

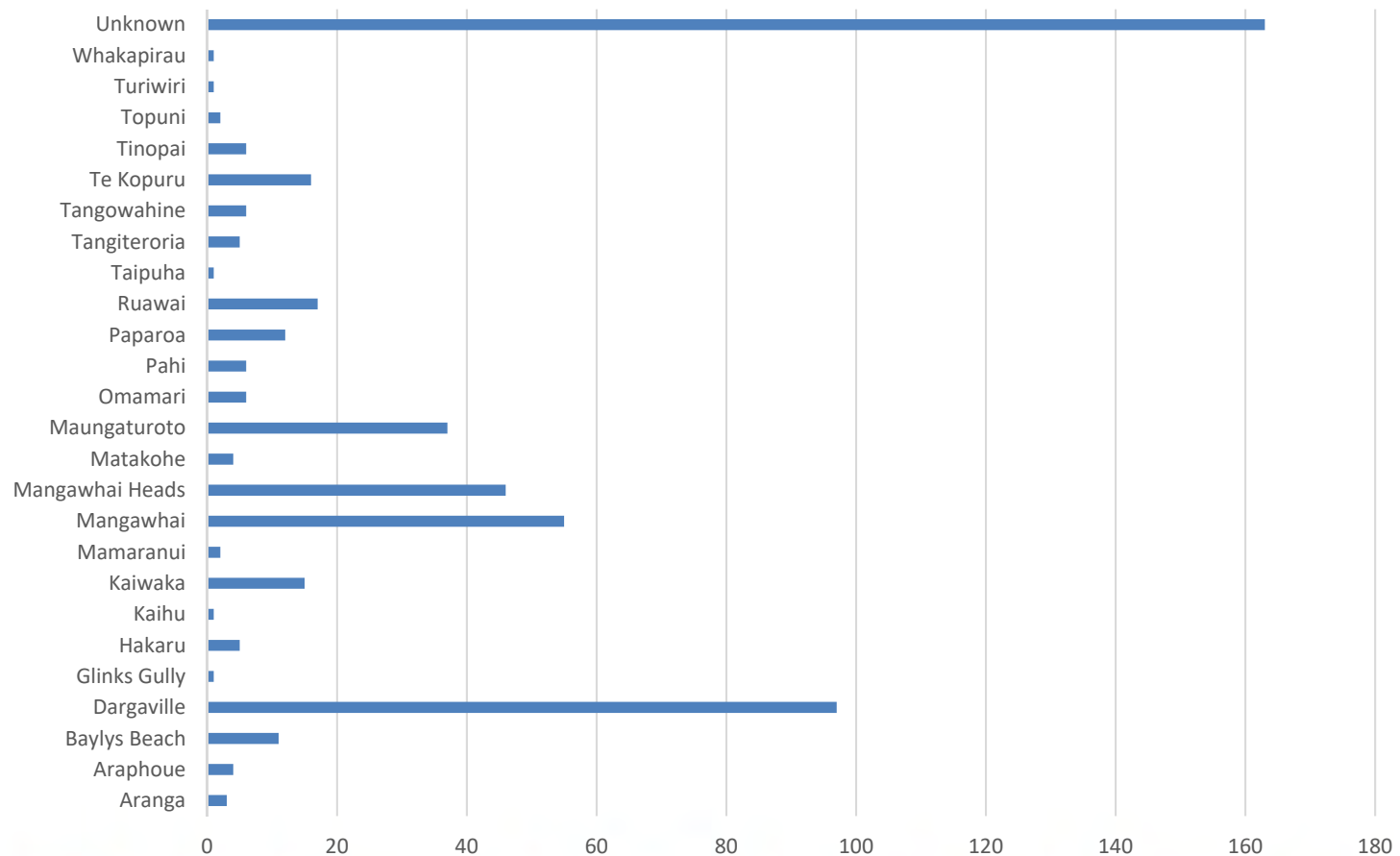
COMPARISON AND TRENDS PEOPLES PANEL SURVEY

Residential Status



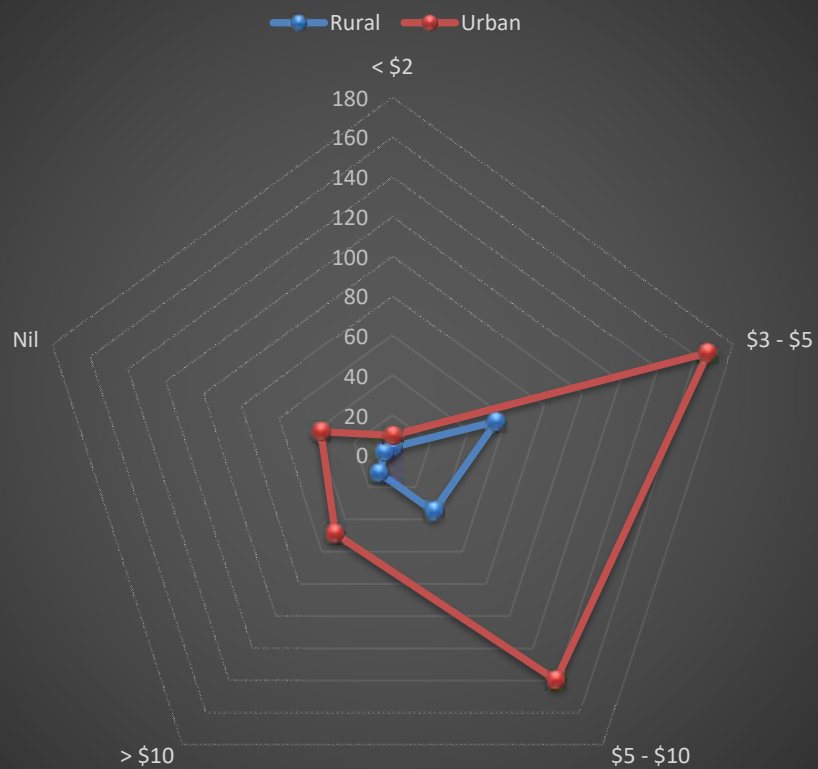
COMPARISON AND TRENDS PEOPLES PANEL SURVEY

Demographic



URBAN VS RURAL COMPARISONS

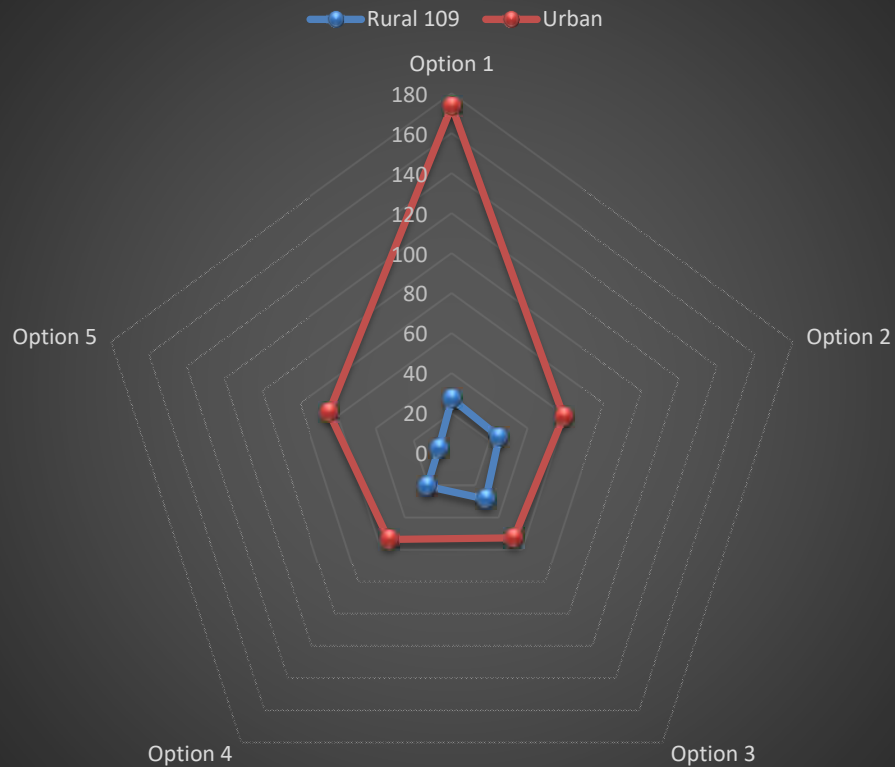
Urban Vs Rural current expenditure



Current expenditure	Rural 109	Urban 404
< \$2	4	10
\$3 - \$5	55	167
\$5 - \$10	35	140
> \$10	11	49
Nil	4	38

URBAN VS RURAL COMPARISONS

Urban Vs Rural preferred Option



Option 1	I'd pay a specific rubbish rate for a wheelie bin and recycling bin (instead of bags).
Option 2	I'd like options (e.g. stickers, a wheelie bin, less dump charges) and would pay for it (through rates).
Option 3	User pays for general refuse (buy blue bags/stickers) rates fund all recycling.
Option 4	Keep it user pays (status quo).
Option 5	Other & Don't Know



COST OF CURRENT SERVICE

Taking into account income made from bag sales and Council costs, the current service is estimated to cost the following:

- \$1,687,028 – this includes District-wide litterbin servicing, Dargaville Transfer Station management, disposal and District-wide kerbside refuse and recycling collection (costs include \$327,800 funded from general rates, \$42,000 funded from grants, the remaining is income received from gate charges and bag sales). Bag sales and gate charges include profit margin if any. There is no allowance here for income that is received from recycled product sales.

NB: this does not include Hakaru Transfer Station operations, illegal rubbish retrieval (apart from what is collected as part of the kerbside collection), Closed Landfill Management or Recycling subsidies.

- This equates to approximately \$122 per rateable household (based on 13,838 households, including rural, urban and commercial properties)

PROVISIONAL COST ESTIMATES

- Provision of recycling crates is \$20 per household
- Provision of 240L wheelie bin is \$60 per household
- Provision of purpose-built recycling stations in rural locations is \$32K per unit, with additional costs required for collection (these are the containers currently in use in the Far North District)
- Cost per tonne to dispose to landfill is currently \$65 per tonne, plus transportation – future estimate is between \$65 - \$300 per tonne, mainly dependent on the Emissions Trading Scheme and Waste Disposal Levy
- Cost to process per tonne for recycling for markets is \$236, based on current subsidised rate
- Cost per tonne to transport to markets is \$75, based on current subsidy paid
- Collection by specialist truck is \$3 per km and \$100 per hour.

ANY QUESTIONS?



We welcome your feedback!
0800 727 059 | www.kaipara.govt.nz

Spatial Planning for Key Urban Areas in Kaipara District: Dargaville, Maungaturoto and Kaiwaka

Meeting: Kaipara District Council Workshop
Date of meeting: 01 August 2019
Reporting officer: Kathie Fletcher, Policy Manager

Purpose/Ngā whāinga

To:

- Enter into a full and frank discussion with elected members on the spatial planning project for the key urban areas of Dargaville, Maungaturoto and Kaiwaka, specifically the opportunities and constraints for urban development in these areas.
- Inform Council on the Project Execution Plan and the planned engagement programme
- Obtain directions from elected members before formulating urban development alternatives in the Draft Spatial Plan and ensure that there is a broad level of understanding to help stimulate, inform and frame future discussions regarding the values, vision and principles.

Context/Horopaki

AR Associates Ltd (ARAL) have been appointed to undertake the spatial planning for key urban areas in Kaipara, being Dargaville, Maungaturoto and Kaiwaka, and their environs. Please note a separate contract with Campbell Brown will address spatial planning in Mangawhai.

Discussion/Ngā kōrerorero

- In addition to the requirements of the National Policy Statement on Urban Development Capacity 2016 and the Regional Policy Statement for Northland, the Operative Kaipara District Plan 2013 in Chapter 3: Land Use and Development Strategy, requires that Structure Planning shall be undertaken for key urban areas in the Kaipara District.

Council has not been developing the spatial plans itself.

In the absence of spatial plans, Council receives “integrated subdivision” applications everywhere. This has often resulted in uncoordinated development which is not ideal, nor does it meet the objectives and outcomes envisaged. Most of these ad hoc applications do not provide the most ideal urban layout pattern. Therefore, developing a spatial plan for our identified growth areas has now become a priority.

- A decision was made to appoint consultants to assist in the development of this spatial plan.

The contract has been awarded to ARAL, and staff are working with ARAL to design a detailed Project Plan.

Elected members are being given an early opportunity to become familiar with the project and will be kept informed of progress. It is expected that interim reports will be provided to elected members as well as opportunities to participate in community engagement events.

- The Project Execution Plan was submitted and discussed with staff, and amendments made. It is now submitted to elected members for information and feedback.

Paragraph 2.3 of the Project Execution Plan identifies that the direction of the spatial plan will be formulated through a series of public engagements following initial meetings staff have already had with the communities during the District Plan review events. Those inputs were provided to the consultants together with a plethora of other background

information from across the whole of the organisation. This is to ensure the project is efficiently executed, utilising all data we have at hand that can help build the big picture for these areas. Data or information made available includes, for example, what current infrastructure is available, its future capacity, any known natural hazards, demographic structure and changes in our communities, environmental considerations, presence of designated areas plus much more.

The Project Control Group's (paragraph 3 of the attached document) engagement planning is supported by an Enquiry by Design and Draft Assessment exercise held on 18 July 2019 to assist in the delivery of the following public and targeted meetings:

- 30 July 2019 from 9:30—11:30am a session with identified stakeholders, followed by Mana Whenua consultation in the afternoon until 4.00pm and a public drop-in session from 4:30—7:30pm
- 31 July 2019 discussions with identified stakeholders in Maungatūroto for the Kaiwaka community from 9.00—11:30am, the Maungatūroto community from 1.00—3:30pm and a public drop-in session from 4.00—7.00pm.
- 01 August 2019 workshop with Council to identify those matters of importance and provide direction.

It is envisaged a session with the youth of Kaipara will be arranged.

Next steps/E whaiake nei

After the public and the elected members' proposals have been correlated and assessed, a review will be conducted, and feedback given (2.5 of the Project Execution Plan).

A draft Spatial Plan or proposals will be developed (2.6 of the Project Execution Plan). This will be assessed by the Project Control Group before it is finalised and submitted to Council for consideration.

The proposals will then follow another public consultation process before it is submitted for adoption by Council.

Attachments/Ngā tapiritanga

	Title
A	Project Execution Plan for Spatial Planning for Key Urban Areas

Paul Waanders, 15 July 2019

Kaipara District Council



Spatial Planning for Key Urban Areas in Kaipara District

Project Execution Plan

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Draft for discussion

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1.0	GF	JM	JM	Establish process for undertaking spatial planning project	PW	2/7/19
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Limitation

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Executive Summary

AR & Associates Limited (ARAL) and its project partners Resilio Studio, Utility NZ and Richard Knott Ltd appreciate the opportunity to provide Kaipara District Council (KDC) with a project execution plan to guide, control and execute the spatial plan for the towns of Dargaville, Maungaturoto and Kaiwaka.

This project execution plan (PEP) aims to set out the problem, objectives, project approach including deliverables and governance. Once the project execution plan has been agreed between Council and the project team, the plan will monitor schedule, risks and engagement on a monthly basis via a project memo.

This PEP takes the key information from tender proposal, which was submitted on the 24 April 2019, and provides further detail specifically around dates, governance, schedule and engagement. The document forms the main deliverable from project initiation phase.

The Spatial Plan for Kaipara's three centres must consider the social, economic, cultural and environmental well-being of the existing communities and future generations. This piece of work must be able to serve as the foundation of a future centre and sub-regional spatial plan and enable Kaipara to be able to transition easily into implementation through future structure planning for new growth areas or plan changes.

This piece of work contributes to the Kaipara District Council vision:

"Thriving Communities Working Together."

Achieving thriving communities can be measured by wellbeing indicators such as improved employment opportunities, education, health, community interaction / gathering and infrastructure.

This spatial plan will assess how growth can be facilitated, supported by value for money infrastructure investment, in a transparent and collaborative manner to improve the wellbeing of not just the individual but the collective community.

1 // Project Appreciation

1.1 Introduction

AR & Associates Limited (ARAL) and its project partners appreciate the opportunity to provide Kaipara District Council (KDC) with a 'project execution plan' to guide, control and execute the spatial plan for the towns of Dargaville, Maungaturoto and Kaiwaka.

This project execution plan aims to set out the problem, objectives, project approach including deliverables and governance. Once the project execution plan has been agreed between Council and the project team, the project will monitor schedule, risks and engagement on a monthly basis via a project memo.

1.2 Project Problem, Background and Understanding

Kaipara District has experienced multiple unintegrated subdivision applications and resource consents / development that has not been in keeping with the District Plan land use and development strategy. Aside from the District Plan, there is very limited amount of spatial planning documents to guide and encourage development [source KDC Spatial Planning Tender Document]. The Kaipara District Council has therefore requested via an invited tender, a consultant team to undertake the spatial planning of three sub-regions in Kaipara. These are civic base of Dargaville, Maungaturoto (which features a large Fonterra dairy factory) and Kaiwaka on state highway 1.

KDC's objectives for the spatial planning include;

- Balanced socio-economic development of the sub-regions
- Improvement of the quality of life
- Recognises the cultural connection to Kaipara
- Responsible management of natural resources and protection of the environment
- Rationale for use of land

The spatial plan must also address the requirements of the National Policy Statement of Urban Development Capacity to provide enough development capacity in the short, medium and long term. The project's objective is to work with the KDC staff, elected members, partners and communities to produce a Spatial Plan by April 2020 which:

- demonstrates that there will be enough future development capacity (both housing and business) to meet forecast demands and meet minimum targets set for housing;
- balances the social, economic, cultural and environmental drivers in change proposals;
- addresses the aspirations of the Council, partners and community for how growth / regeneration and change should be accommodated;
- provide a level of certainty for infrastructure providers, communities and potential developers while being flexible enough to respond to changing demand and circumstances;

- assesses the key constraints, challenges and opportunities for urban growth within the district and region including environmental and landscape values;
- has sought and considered the views of the affected partners, stakeholders and communities; and
- has been developed in a collaborative and cooperative manner.

This piece of work contributes to the Kaipara District Council vision:

“Thriving Communities Working Together.”

Achieving thriving communities can be measured by wellbeing indicators such as improved employment opportunities, education, health, community interaction / gathering and infrastructure.

This spatial plan will assess how growth can be facilitated, supported by value for money infrastructure investment, in a transparent and collaborative manner to improve the wellbeing of not just the individual but the collective community.

This spatial plan needs to be as holistic as possible but also establish what Council can *control* – like projects to improve the community’s infrastructure such as safer roads – to what it can *influence* such as the District Plan rules and development guidelines.

2 // Project Approach

The Project Approach is broken down into the following phases and explained further in the following section. In general, we follow the process of ‘enquiry by design’ through interactive workshops and wider engagement, backed up by research and technical input from relevant specialists from project consultant team, the council, mana whenua, and partner organisations.

Kaipara Spatial Planning - Project Stages



2.1 Project Initiation

Confirming project brief, schedule, deliverables, roles and responsibilities.

Together with the Programme Sponsor, we will:

- Confirm project status.
- Confirm approach, scope, timings and update the Project Execution Plan, delivery schedule and outputs.
- Confirm roles including project control group.
- Confirm engagement and consultation strategy including identification of project partners and key stakeholders and their involvement.
- Prepare for project partner participatory workshops and key stakeholders and wider community public open days.
- If possible, set dates for engagement and contact project partners and key stakeholders and send out invitations to provide ample notice.
- Share relevant information required to commence review and analysis.
- Commence regular project team meetings.
- Agree what design and discussion aspects of the benchmark Strategies identified in the *Responsive Planning Guide*¹ need to be reflected in the spatial plan document.
- Establish initial risk register

Key Deliverable – 12 July 2019

- *Agreed Project Execution Plan*

2.2 Constraints, challenges and opportunities assessment

Gather information including regional context and local environmental, societal, cultural, economic and enabling infrastructure and analysis with consideration to development requirements for each centre.

We will review all available background material including plans, strategies and guidelines.

- Review and analyse the demand and supply housing and business capacity and generate a baseline
- Review the issues, goals and priorities from existing documents of relevance including (but not limited to):

¹ Taking into account the Kaipara Context, the Spatial Plan will need to be consistent with the guidelines set out in the Responsive Planning Guide - <https://www.mfe.govt.nz/sites/default/files/media/Towns%20and%20cities/Final-NPS-UDC-Future-Development-Strategy-guidance.pdf>

- i. Issues from the decisions and appeals version of the Regional Policy Statement
- ii. Goals and strategic provisions of the Operative District Plan 2013 and variation / plan changes
- iii. Tai Tokerau Northland Growth Study and Action Plan 2015
- iv. KDC Infrastructure Strategy 2018-2048
- v. Kaipara Walking and Cycling Strategy 2017
- vi. Kaipara Kai study (proposed PGF project)
- vii. Northland Water Storage study (proposed PGF project)

We assume:

- KDC will manage the collation of GIS layers and analysis (data outputs) for exporting as PDF files at an agreed scale and extent to be analysed by the project team.
- We will take the KDC data outputs and prepare graphics for inclusion into options analysis and Spatial Plan.
- We understand that KDC will use in-house capability to develop any GIS outputs.

We will:

- Review all outputs above to identify constraints, challenges and opportunities, including identification of primary Urban Growth tools, and key objectives relating to strategic directions, landscape and urban development.
- Use an internal workshop to inform the assessment of physical constraints and spatial opportunities, using the following considerations:
 - i. Land use zoning
 - ii. Infrastructure requirements
 - iii. Social and cultural needs or impacts
 - iv. Environmental impacts
 - v. Natural Hazards
 - vi. Landscape character and heritage
 - vii. Existing community planning documents
- Develop the output of the data queries and workshop graphically for the purpose of the Spatial Plan and option discussions

- Undertake update to risk register at closure of this stage

Key Deliverable - Stage completed 25 July 2019

- *Presentation utilising maps, diagrams, photographs etc. necessary to communicate site context and character through the themes of environmental, socio-cultural, economic and infrastructure.*
- *The purpose of this presentation is to provide project partners and key stakeholders a spatial and objective base level of information about their place to ensure that everyone has the same broad level of understanding to help stimulate, inform and frame future discussions regarding their values, vision and principles.*

2.3 Setting the direction

Setting the vision, spatial plan principles and key performance indicators/targets

We will:

- Engage with project partners through an initial participatory workshop and where required, face to face meetings.
- Consult with key stakeholders and wider community through survey monkey and community open day.
- During this phase we will ask two types of questions;
 - i. open ended strategic questions about what people value, their visions, ideas and concerns for their place
 - ii. clarification and testing questions - from the information we have presented what we have missed, what have we got wrong and what needs further emphasis
- Record and document information and insights gained through engagement and consultation.
- Distil the information and insights into a set of principles which will form part of the Spatial Plan, and against which growth alternatives can be tested.
- Use the appropriate governance group as a forum to test initial ideas on the issues, vision and principles.
- Bring together the project control group to discuss and agree the draft.
 - i. Issues
 - ii. A Vision and supporting Principles

- iii. Targets or Key Performance Indicators
- iv. Spatial Plan scope area
- Draft an Issues, Vision and Discussion Paper for circulation to the appropriate governance group.
- Present this discussion paper and the updated constraints and opportunities presentation to the appropriate governance group for endorsement.

Key Deliverables - Stage completed 6 September 2019.

- *Articulation of draft vision, values, principles and key performance indicators*
- *Record and summary of engagement process to ensure we have heard and reflected everyone's input*
- *Updated phase 2 presentation incorporating new information*
- *The purpose of facilitating the participatory workshop and attending the public open days and articulating a shared vision, values, principles and key performance indicators is to build rapport between the project team, project partners and key stakeholders and to allow for buy-in and ownership of the process at the beginning of the project.*

2.4 Option development, testing and evaluation (including consultation)

Utilising information and insights gathered through previous phases, generate development options for each centre. Evaluate these options and score based on agreed criteria and test with project control group, project partners, key stakeholders and the wider community to inform a preferred option.

We will:

- Develop a set of options to be evaluated using the visions, principles, KPIs and risks to rank their performance using longlist and shortlist tools.
- Utilise the demand and supply tool to scenario test growth options for each area
- Focusing on variations in timing and sequencing of future development capacity that show how the agreed development can occur over time.
- Hold option development and evaluation workshops with the project control group.
- Produce supporting presentation imagery and maps.
- Identify fall back or out-of-sequence options to be applied if the situation was

affected by a major shift.

- Develop an options paper with a proposed preferred way forward for future governance and stakeholder group review.

Key Deliverable - Stage completed 29 November 2019.

- *Draft options paper / presentation utilising maps, diagrams, photographs etc necessary to communicate character, pros and cons of each option including shortlist options and preferred way forward (or preferred options).*
- *The purpose of the draft options paper is to provide the project control group, project partners and key stakeholders a range of clearly articulated options that outline the key features of each option, the pros, cons and trade-offs of each option and to foster ownership of the emerging outcomes.*

2.5 Review feedback and agree changes

Collate and agree the changes to the draft Spatial Plan key themes / options consultation document following feedback from the consultation evaluation.

We assume:

- Kaipara District Council will assist with the collating of data and synthesizing of information from the consultation survey and any open day sessions.

We will:

- Collate feedback into a presentation outlining the key changes and themes from the consultation and recommended course of action.
- Discuss this presentation with the project control group to agree what needs to change via a change register.

Key Deliverable - Stage completed 19 December 2019.

- *The purpose of reviewing the feedback and agreeing the changes with the project control group is to narrow down the options into a single option and/or direction to enable the draft spatial plan to be prepared.*

2.6 Prepare and Share Draft Spatial Plan for Final Review

Generate draft spatial plan for review through decision making structure.

We will:

- Bring together the content produced, and evidence gathered to date to draft the Spatial Plan.
- Draft the Spatial Plan to meet the NPS-UDS requirements.
- Provide the following elements to the project control group as drafts
 - i. Outline of draft content and graphic style / representation
 - ii. The key maps and visuals demonstrating where development is set to occur and when

Key Deliverable - Stage completed by 14 February 2020.

- *Draft Spatial Plan for review by project control group.*
- *The purpose of developing the Draft Spatial Plan is to provide the project control group (and others if required) with a document for review before finalising the direction and outcomes for each centre.*

2.7 Produce and present the final Spatial Plan

Finalise the spatial plan following feedback from previous phase.

We will:

- Make required changes in an efficient manner.
- Presentation the final Spatial Plan to Project Control Group and Council.
- Circulate final document to all key partners, stakeholders and wider community to inform them of the final plan.
- Confirm and promote a clear approach to monitoring both the urban development outcomes and the implementation of the Spatial Plan.
- Where requested, provide support and advice regarding the implementation of the Spatial Plan and its contribution as a building block to the KDC Growth Strategy.

Key Deliverable - Adopted Spatial Plan April 2020 (depending on Council meeting schedules)

Table 1 Milestone Delivery Schedule

Milestone or deliverable	Date
<p>Start-up meeting</p> <p>Attend NZTA Dargaville session & other KDC meetings</p> <p>Draft 'Project Execution Plan' circulated for discussion on 2 July and to be agreed by 12 July.</p>	12 July
<p>Constraints and Opportunities – Enquiry by Design / Draft Assessment</p> <p>Meeting with the Maungawhai based consents and property team – Fran, Jess, John, others</p> <p>(Constraints and Opportunities map & download session)</p> <p>Maungawhai - 12-1.30pm</p> <p>Project Control Group presentation + preparation for partner & stakeholder workshops</p> <p>Maungawhai – 1.30-4pm</p>	18 July
<p>Issues, Vision and Principles workshops commence</p> <p>30 July, Dargaville Workshops + Mana Whenua Hui</p> <p>– venue: Dargaville – Dargaville Town Hall</p> <p>Dargaville – community working group session 9am – 11:30am</p> <p>Hui with Mana Whenua – Shared lunch 12:30pm</p> <p>Mana Whenua forum 1 – 4pm</p> <p>Meeting with Doctor Jason Smith Mayor of Kaipara District Council 4.-4.30pm</p> <p>Dargaville Public open session 4:30pm – 7:30pm</p> <p>31 July, Kaiwaka + Maungaturoto Workshops</p> <p>– venue: Maungaturoto Centennial Hall</p> <p>Kaiwaka – community working group session 9am – 11:30am</p> <p>Maungaturoto – community working group session 1pm – 3:30pm</p> <p>Kaiwaka + Maungaturoto public open session 4pm – 7pm</p>	30 July – 1 August

<p>01 August, Youth Engagement Workshops + Council Workshop</p> <p>Dargaville High Schools – young people’s workshop and survey launch</p> <p>Kaipara District Council elected members workshop afternoon – 1 August propose 2-4pm but will wait to hear back. Present confidential findings to date and discuss next stages.</p> <p>Stakeholder meetings / interviews during the day.</p> <p><i>[team back to Auckland Thursday 1 August evening]</i></p>	
<p>Draft Spatial Plan Issues, Vision & Principles Discussion Paper (Presentation)</p> <p>Delivery to Project Manager and Programme Sponsor</p>	23 August
<p>Agreed Issues, Vision, Principles and Scope</p>	6 September
<p>Option development workshops [communities working groups + council teams]</p> <p>Dargaville (11th) Mana whenua morning session. Community groups other partners afternoon.</p> <p>Maungaturoto morning session + Kaiwaka afternoon session (based in Kaiwaka on the 12th).</p>	11-12 September
<p>Deliver draft Options Paper</p> <p>Delivery date and meeting to schedule with Project Control Group & Project Governance in following week proposed date Thursday 9 October. Preparation for Council meeting.</p>	3 October
<p>Council workshop [elected members and council teams]</p> <p>Presentation of the options and structure of the consultation material. Workshop confidential as there could be items of commercial and sensitive nature.</p>	11 October To be discussed
<p>Produce consultation document on Spatial Plan key themes and options</p>	24 October
<p>Update of residential & business capacity model with Stats NZ data</p>	End of October
<p>Public Engagement Period</p>	8-29 November
<p>Complete feedback and agree changes</p>	By 19 December

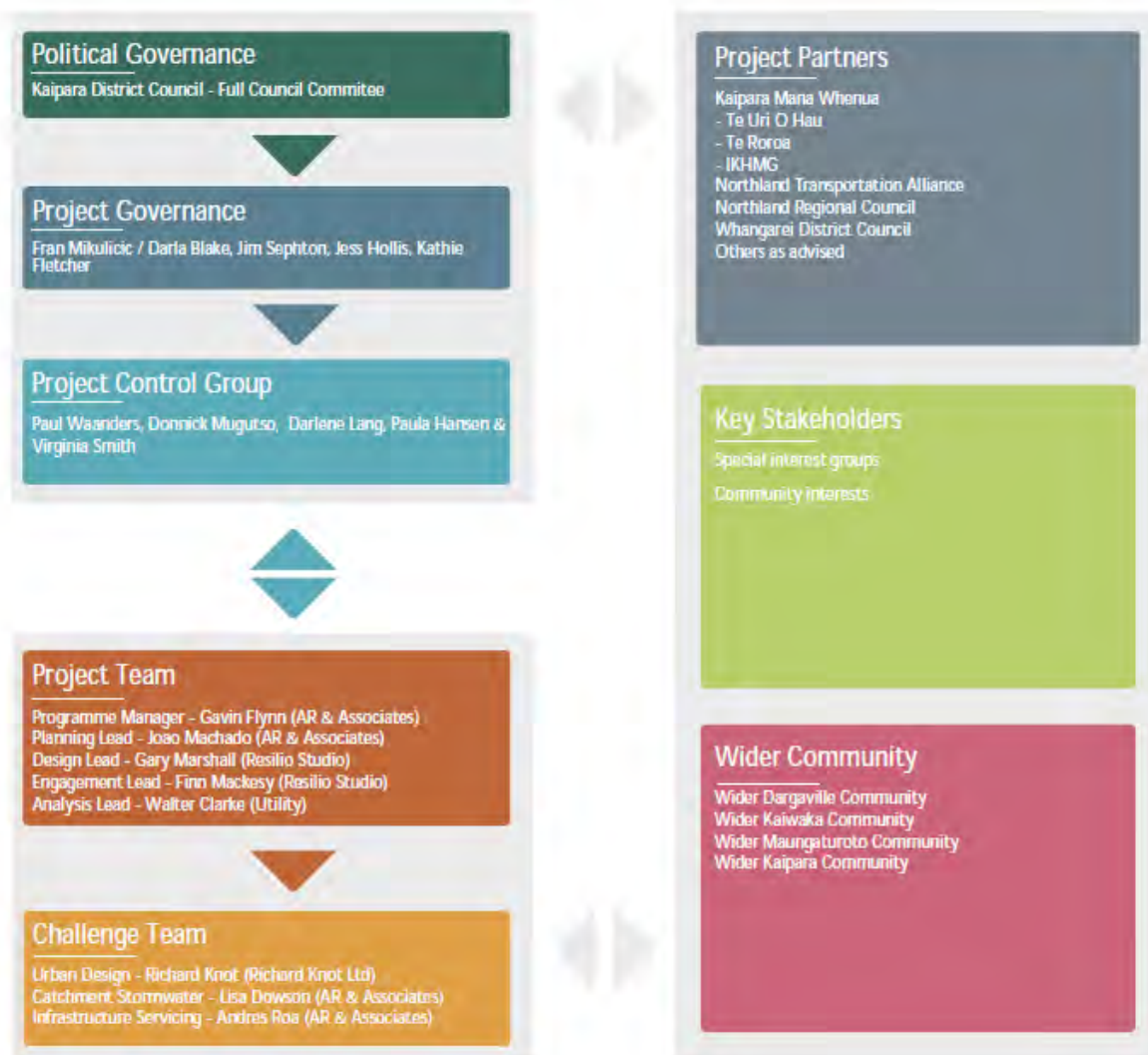
<p>Draft Spatial Plan for review</p> <p>Communities: inform phase</p>	<p>14 February 2020</p>
<p>Spatial Plan adoption</p> <p>Presentation to Council</p>	<p>April 2020 meeting</p>

Draft for discussion

3 // Decision Making Structure (Roles, Accountabilities, Delegations)

The following decision-making structure has been designed to ensure that the appropriate approvals are sought from each level before outputs are presented to the wider community.

Kaipara Spatial Planning - Decision Making Structure



3.1 Roles and Accountabilities Table

The following table explains the roles and accountabilities for the key roles within the project team and Project Control Group.

Role	Responsibility
Programme Sponsor – Kathie Fletcher	Overall accountability for the Spatial Plan to Council and the Executive Team.
Project Manager – Paul Waanders	Responsible for ensuring the schedule, cost and quality expectations are met on behalf of the Council. Key interface between the project team and other council teams and individuals.
Programme Director: Joao Machado	Client interface at Project Director level
	Responsible to the business for the success of the project.
	Review and Approval of all Progress Reports prior to issue to the Client
	Approval of the Project Execution Plan
Programme Manager: Gavin Flynn	Preparation of the Project Execution Plan
	Ensure the provision of services and products are acceptable to ARAL
	Appointment of Discipline Leads
	Produce and submit all progress reports
	Maintain interface with Client
	Day to day management of the project team
	Preparation of invoicing and delivery to the client.
	Establish and maintain forecasts, costs and revenue budgets
	Manage and document all scope and fee changes and other variations. Formally raise variations and issues with the Client (even if impact is not yet fully defined).
	Manage project risks and issues
	Ensure appropriate level of quality assurance procedures are in place
	Ensuring safety procedures are followed
	Coordinate and manage all design leads and project team interfaces
	Establish and maintain project schedule
	Coordinate design & planning effort to meet project objectives
	Provide technical guidance to teams

Role	Responsibility
Discipline Leads: <ul style="list-style-type: none"> - Joao Machado (Planning) - Gary Marshall (Urban Design & Landscape) - Finn Mackesy (Engagement) - Walter Clarke (Analysis) 	Checking of deliverables and organising verification.
	Ensure the quality of deliverables satisfies project objectives
	Interface with other Discipline Leads through to ensure deliverables are fully integrated
	Resourcing for their discipline area in accordance with the project program and cost plan.
	Identify changes to the brief and communicate these to the Programme Manager, even if impact or costs are not yet known.
Project Verifier: <ul style="list-style-type: none"> - Richard Knot (Urban Design & Planning) - Lisa Dowson (Catchment Planning) - Andres Roa (Infrastructure Servicing) 	To challenge process and outputs to ensure that they are realistic and achievable.
	To undertake independent verification of formal deliverables prior to issue to client

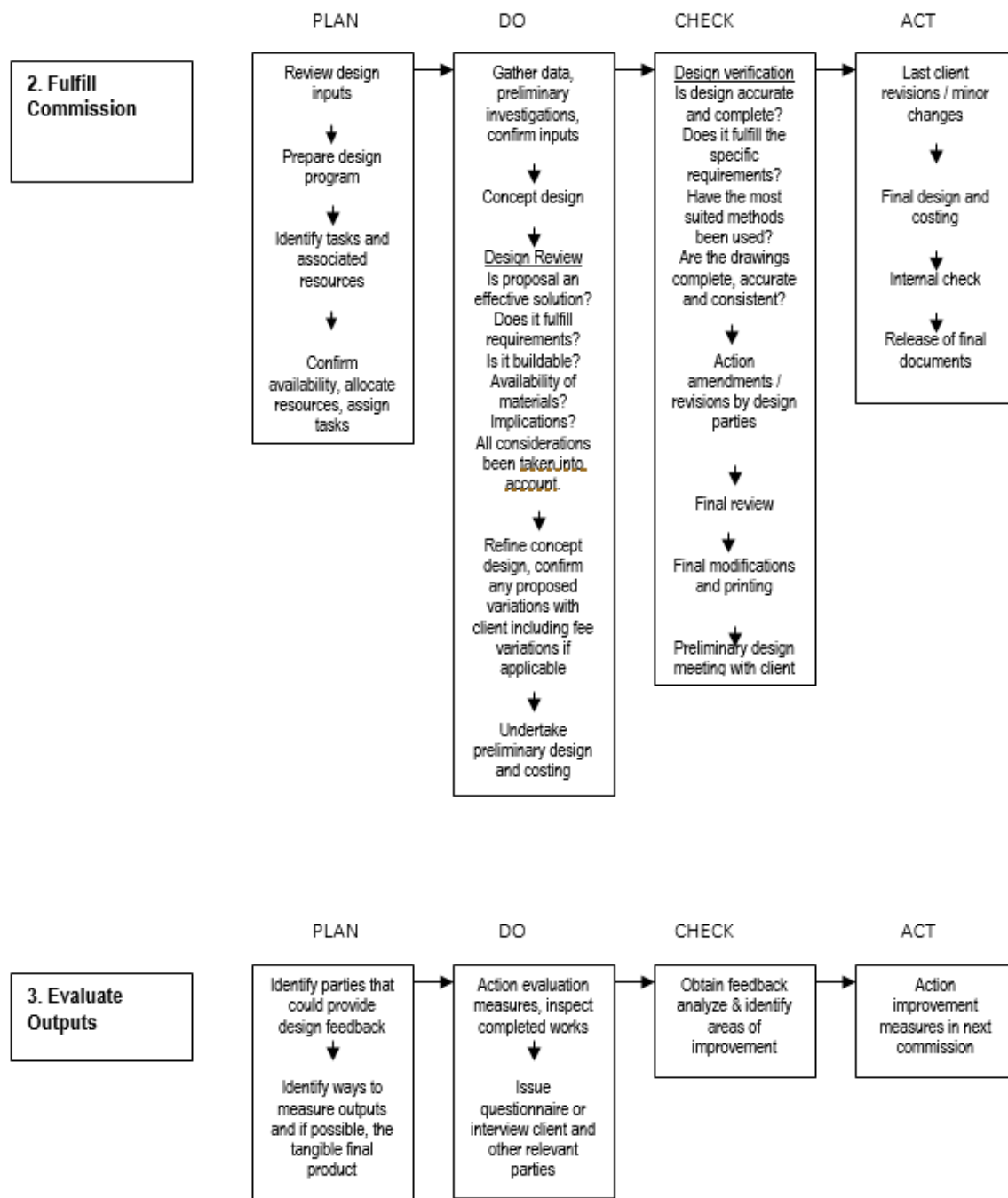
4 // Quality Assurance and Health and Safety

4.1 Checking and Verification

Verification of project deliverables will be led by discipline leads and the programme manager.

- AR & Associates employs a “P-C-D-A” (Plan-Do-Check-Act) type approach for the purpose of ensuring quality and attaining the business objectives.
- All sub-consultants are sent the ARAL Quality Plan and are expected to abide by the principles.
- All deliverables will be listed (as a minimum) stating the author, checker, verifier and approver for each deliverable being generated;
- The verifier should always be independent of the author and checker of the deliverable;
- Any assumptions made during the checking or verification process should be documented;
- The specialist software versions being used for any deliverable should be documented (this excludes Microsoft software commonly used);
- Any issues identified during the checking or verification processes should be addressed prior to issue;
- Evidence of the nature of the checking and/or verification process should be documented, either on a marked-up copy of the deliverable or through some form of documented checking or verification form or checklist; and
- Evidence of the checking and verification process shall be retained.

Figure 1: Checking and Verification Process from ARAL Quality Plan



4.2 Formal Peer Reviews

After verification, deliverables will run through a formal review process involving Lisa Dowson and Richard Knot. Lisa and Richard will also be attending design workshops (where necessary) to ensure:

- Critical planning and design elements are captured early
- Planning is responsive to the constraints and opportunities
- Risk assessment is considered and forecasted through phases

4.3 Continual Improvement

Each work stream organisation shall aim to continually improve the processes, methodologies and deliverables for this project. This can include innovation challenges or other method for ensuring the overall success of the project. Any changes to processes will be included within subsequent versions of this PEP. Any changes in methodologies will be documented in the methodology statements for each work stream, and any changes in deliverables will be included within the deliverable itself and the verification register for that work stream.

4.4 Non-conformance and Corrective Action

Where non-conformances are found during the project, these shall be dealt with in accordance with the internal procedures of the relevant organisation.

All parties will collaborate effectively to resolve the problem as quickly as possible to ensure that the overall objectives of the project can still be achieved. The action taken shall be documented and where necessary applied to other parts of the process that will be improved by implementing the action.

Lessons learned from one phase of the project will be applied to other phases as necessary. All personnel who need to be made aware of the change will be notified by the Programme Manager (or their delegate).

5 // Risk Register

5.1 Project Schedule

The proposed project schedule requires input from a wide range of project partners and stakeholders which will require the coordination with mana whenua representative timetables, coordination with Kaipara District staff and Council meeting schedules. Whilst we plan on managing this project proactively, previous commitments of partners and stakeholders are largely outside of our control and there is a risk that the schedule will be pushed out as a result of parties external to the consultant team not being able to meet with us in the timeframes.

Proposed Mitigation - By establishing a close working relationship between the Project Control Group and the Project Team by utilising best practice project management protocols including an agreed project execution plan, communicating and updating the governance group of the key approval steps and organising partner/stakeholder workshops well in advance are some of the steps to mitigate extending the project schedule.

5.2 Lack of Community Buy-in and Support

Like any spatial planning exercise, this project will have its detractors as well as its supporters. Experience suggests that the detractors will oppose the proposal more loudly than the supporters over issues such as loss of subdividable land due to down zoning (to protect versatile soils). However, there may be other unforeseen issues that emerge as the project progresses.

Proposed Mitigation - Effective management of this risk will require clear, direct and consistent messaging and communication regarding the project, as well as active listening to the affected parties with timely and compassionate communication. It is beneficial for the consultant team to stay closely in touch with the engagement process in order to see the opportunities that arise from the conversation.

5.3 Managing community and stakeholder expectations around the scope for this work

Spatial Plan's by their nature should be holistic and wide ranging. This often presents issues further down the track when Council attempts to implement and they do not have control or influence over certain subject areas. There can be a risk of over promising and under delivering when considering the scope of the project.

Proposed Mitigation - Working closely with the project control group to define the scope in the project initiation stage and communicating this in all engagement and communication will help to guide people towards focusing on the core reasons for the plan. In addition, working with KDC Communications team to make it clear to the community that this plan is the 'building block' with further engagement and consultation opportunities during implementation phase.

5.4 Tight budget

The budget for undertaking a comprehensive spatial planning exercise, involving the community, partners and stakeholders to reach approval with Council is a challenging one. The programme involves multiple presentations, Council meetings, analysis, graphic production and breaking down planning and urban design concepts so that they are understandable takes concentrated time and energy. The budget is fixed, and no cost overruns are expected.

Proposed Mitigation - Both the consultant project team and the project control group need to be efficient and effective in working with a fast-moving set of processes where feedback and direction setting is handled in a professional and timely manner, in order to stick to schedule, budget and quality expectations.

Placeholder Note

Paul – if there are other risks which the PCG has identified that we need to be aware of, could you please list here and any suggested mitigation. We can then review and include.

6 // Engagement and Consultation Strategy

In order to maximise the value of the engagement process and to minimise the risk to the project we will be utilising the International Association for Public Participation (IAP2) Spectrum of Participation² as a reference. For the purposes of this project, people and organisations will be considered to fall into three distinct groups with corresponding levels of engagement - project partners, key stakeholders and the wider community.

Project partners will be made up of Mana Whenua iwi authorities, regional council and Northland Transportation Alliance will be involved in key decisions regarding the process - their concerns and aspirations will need to be understood and considered in the decision-making process. The primary means of engagement with project partners will be through face to face meetings, presentations and participatory workshops.

Key Stakeholders include community groups, special interest groups and key influences in the community. The wider community includes local residents and the wider Kaipara community. Both of these groups will be engaged through survey monkey and community open days. The difference being that key stakeholders will be contacted directly to ensure that they are fully aware of the process and specifically invited to the surveys and community events. The wider public will be reached via existing communications channels Kaipara District Council has with its residents. Key stakeholders will be consulted to ensure that their concerns and aspirations have been understood and considered. Stakeholder feedback will be captured and incorporated into the developing plans and will be provided with information to assist them in understanding the opportunities and constraints associated with the area.

Our approach to engagement and consultation will consist with two key phases. The first phase will involve early engagement to ensure the wider community understands the process and they give their thoughts on the values of the place and to gain a deeper understanding of the area and the concerns (this engagement we understand may have already started with the District Plan review).

The pre-concept engagement feedback from partners and stakeholders during the first phase will inform the development of the first iteration design concepts. As the Council has engaged with the communities recently on very similar aspiration questions and NZTA is consulting with the Dargaville community at the start of July, it is proposed to summarise these themes (plus gaps) and test this with community groups. The rationale for this change of approach to that itemised in the tender proposal is that there is a risk of consultation fatigue where community members may get frustrated that they are asked very similar questions by different groups working on similar but different projects. Once we

²https://www.iap2.org.au/Tenant/C0000004/00000001/files/IAP2_Public_Participation_Spectrum.pdf

better understand NZTA's current consultation process we may want to discuss how we best run the pre-concept engagement if open days are not appropriate.

The second phase will involve sharing and seeking feedback from the community on the concept designs for each area. This will provide a genuine opportunity for stakeholders to be involved in the decision making and to create a mandate for the political governance to guide the plans and future expenditure. Depending on the Kaipara District Council engagement and consultation policy there may have to be consultation on the preferred plans, but this is not being recommended in our approach, at this point.

6.1 Mana Whenua Engagement

To ensure that Kaipara District meets its statutory obligations as Treaty partners and that Mana Whenua interests are appropriately represented in the process and reflected in the project outcomes, it is critical that local iwi/hapū are meaningfully engaged in the design process.

We can provide direct and meaningful engagement with local iwi authorities and see Mana Whenua engagement and the cultural landscape as a significant opportunity to deliver a project that has a value beyond the immediate project objectives.

Te Aranga Design Principles are a set of outcome-based principles founded on intrinsic Māori cultural values and designed to provide practical guidance for enhancing outcomes for the design environment.

Local iwi/hapū should be engaged as per Te Aranga Design Principle Mana Rangatiratanga to ensure that the status of iwi and hapū as Mana Whenua is recognised and respected and the development of high-level Treaty based relationships with them is established as part of the design process. As such relevant iwi and hapū authorities should be invited to participate as early in the process as possible. It should also be noted that the local iwi/hapū will decide whether these principles will be used to inform their contribution to the design and redevelopment of this site. Whether to use this framework or not should be confirmed as part of the initial engagement with the relevant iwi authorities.

At the beginning of the project we propose to work with local iwi/hapū to identify opportunities across the site to ensure the enhancement, protection, reinstatement, development and articulation of Mana Whenua cultural landscapes as well as deepen our collective (Mana Whenua, mataawaka, Pākehā, tauiwi and manuhiri) appreciation of Kaipara's unique 'sense of place'. We will achieve this through a process of shared kōrerorero and site walk overs with iwi/hapū in the area followed by further engagement and detailed discussion to prioritise, design, refine and finalise the details of how local iwi/hapū values and narratives will be specifically applied to this project to enhance the intrinsic and cultural fabric of the landscape.

Kaipara District Council will contact mana whenua representatives at the start of the process to introduce the project, coordinate engagement dates and ensure that regular updates and touch points are undertaken.

Engagement and Community and stakeholder consultation assumptions

We assume that KDC will:

- Test the proposed engagement and consultation strategy and define the type of consultation to be delivered based on the application of the RMA Schedule 1 or the LGA part 6.
- KDC will Manage:
 - i. Engagement and consultation schedule, including events, briefings and relevant invitations;
 - ii. Contact databases, communication and outreach through current channels and tools for all outward communications and collection of data relating to engagement and consultation;
 - iii. Organisation and management of venues, data projector, printing, outdoor shelters, tables etc;
 - iv. Distribution documents and supporting materials (such as ads, flyers, brochures or website text) necessary to effectively engage and consult with project partners and key stakeholders; and
 - v. Work with the project team in community engagement information sessions.
 - vi. Management of online and paper survey including distribution and evaluation.

We will:

- vii. Provide KDC with written and graphic material for presentations, workshops, public open days and draft messaging for emails and web postings.
- viii. Facilitate participatory workshops and work together with KDC in community engagement information sessions

We will both identify and select the partner and stakeholder list for individual sessions (see initial list in Appendix C)

Appendix A – ARAL Health and Safety Policy

AR and Associates Limited - Health and Safety Policy

AR and Associates Limited is committed to providing a safe and healthy workplace for all employees and any others that we engage with in our works.

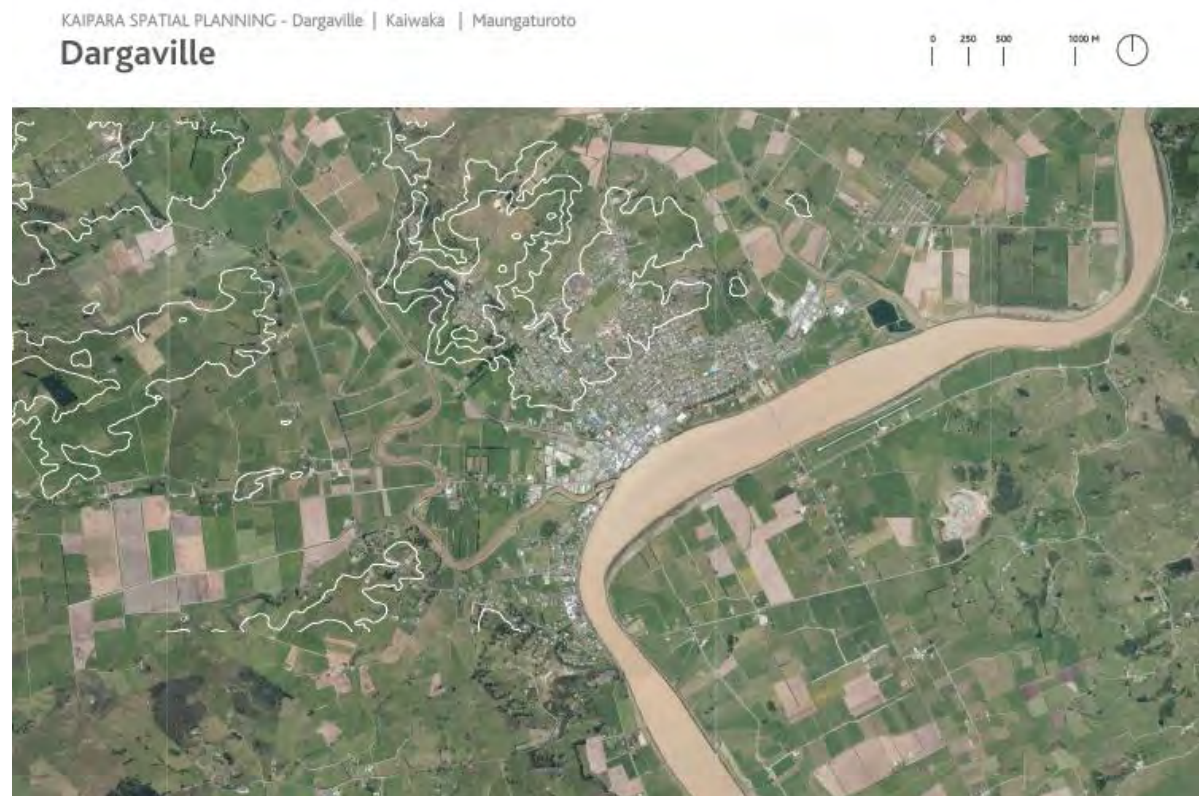
To deliver on this commitment, ARAL apply the following health and safety principles:

- *To provide a safe workplace for all staff, other workers we influence and/or direct and any other people that could be affected by our works.*
- *To engage with all staff in the development and continual improvement of our health and safety policies and procedures.*
- *Promote a positive and proactive approach to health and safety.*
- *Ensure staff are suitably trained in the tasks they perform and are aware of any associated Health and Safety risks and management measures.*
- *To identify and document responsibility and causes for any incidents and consequent prevention measures to adopt.*
- *To be proactive in the identification and management of hazards.*
- *To promote communication among employees and if applicable externally in relation to Health and Safety.*
- *To identify and prevent, eliminate, minimize and isolate risk.*
- *To ensure the continual improvement of Health and Safety and involve employees in this process.*
- *To ensure commitment to supporting the safe and early return to work of injured employees.*
- *To comply with applicable law and stay up to date with any changes.*

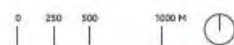
Andrés Roa

AR and Associates Limited Founding Director

Appendix B – Preliminary Geographical Scope



Kaiwaka



Maungaturoto



Appendix C – Initial Partner and Stakeholder List (to be updated)

Draft for discussion