



SUPPLEMENTARY AGENDA

**Ordinary Council meeting
Monday, 3 March 2025**

Date: Monday, 3 March 2025

Time: 9:30 am

**Location: Bay of Plenty Regional Council Chambers
Regional House
1 Elizabeth Street
Tauranga**

Please note that this meeting will be livestreamed and the recording will be publicly available on Tauranga City Council's website: www.tauranga.govt.nz.

**Marty Grenfell
Chief Executive**

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7 CONFIRMATION OF MINUTES

7.1 Minutes of the Council meeting held on 10 February 2025

File Number: A17610021

Author: Anahera Dinsdale, Acting Team Leader: Governance Services

Authoriser: Anahera Dinsdale, Acting Team Leader: Governance Services

RECOMMENDATIONS

That the Minutes of the Council meeting held on 10 February 2025 be confirmed as a true and correct record.

ATTACHMENTS

1. Minutes of the Council meeting held on 10 February 2025



MINUTES

**Ordinary Council meeting
Monday, 10 February 2025**

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**MINUTES OF TAURANGA CITY COUNCIL
ORDINARY COUNCIL MEETING
HELD AT THE BAY OF PLENTY REGIONAL COUNCIL CHAMBERS,
REGIONAL HOUSE, 1 ELIZABETH STREET, TAURANGA
ON MONDAY, 10 FEBRUARY 2025 AT 9.30AM**

MEMBERS PRESENT: Mayor Mahé Drysdale (Chairperson), Deputy Mayor Jen Scoular, Cr Hautapu Baker, Cr Glen Crowther, Cr Rick Curach, Cr Steve Morris, Cr Marten Rozeboom, Cr Kevin Schuler, Cr Rod Taylor

IN ATTENDANCE: Marty Grenfell (Chief Executive), Paul Davidson (Chief Financial Officer), Barbara Dempsey (General Manager: Community Services), Nic Johansson (General Manager: Infrastructure), Christine Jones (General Manager: Strategy, Growth & Governance), Alastair McNeill (General Manager: Corporate Services), Sarah Omundsen (General Manager: Regulatory & Compliance), Gareth Wallis (General Manager: City Development & Partnerships), Caroline Lim (CCO Specialist), Kathryn Sharplin (Manager: Finance), Charles Lane (Team Leader: Commercial Legal), Stephen Burton (Transformation Lead: Water Services), Nigel McGlone (Manager: Environmental Regulation), Ross Hudson (Manager: Strategic Planning & Partnerships), Jamie Kinzett (Senior Strategic Advisor), Janine Speedy (Team Leader: City Planning), Coral Hair (Manager: Democracy & Governance Services), Clare Sullivan (Team Leader: Governance Services), Anahera Dinsdale (Governance Advisor)

EXTERNAL: Pdraig McNamara, Partner, Simpson Grierson (online)

Timestamps are included beside each of the items and relate to the recording of the meeting held on 10 February 2025 at <https://www.youtube.com/watch?v=YY2G7BbGALM>

1 OPENING KARAKIA

Cr Hautapu Baker opened the meeting with a karakia.

2 APOLOGIES

Nil

3 PUBLIC FORUM

TIMESTAMP: 9:40 AM

3.1 Neil Pollett - Reclassification of Marine Park

Key Points

- Sought a pause on the reclassification and lease to University of Waikato.
- Sought consultation and public input to guide how to activate use of the area.
- Sought protection of as much greenspace as possible in the park.

4 ACCEPTANCE OF LATE ITEMS

7.2 Minutes of the Council meeting held on 25 November 2024

RESOLUTION CO/25/1/1

Moved: Cr Rick Curach

Seconded: Cr Rod Taylor

That the Council:

- (a) Accepts the following late item for consideration at the meeting:

Confirmation of open part of the minutes of the Council meeting held on 25 November 2024.

The above item was not included in the original agenda because it was not available at the time the agenda was issued, and discussion cannot be delayed until the next scheduled meeting of the Council as the public excluded minutes of the meeting are included in the public excluded section of the agenda.

CARRIED

5 CONFIDENTIAL BUSINESS TO BE TRANSFERRED INTO THE OPEN

Nil

6 CHANGE TO THE ORDER OF BUSINESS

It was noted that there would be several changes to the order of business within the meeting.

Item 3.2 Hearing of Submitters on the Alcohol Bylaw would be taken at 1pm immediately before Item 11.8 Alcohol Control Bylaw 2018 Amendment.

Item 11.4 will be taken at 11am.

Item 11.7 Temporary Road closure Report for Events march – June 2025 has been withdrawn from the agenda as the main event in the road closures Oceania Championship Triathlon was cancelled on Friday 7 February 2025.

Items 13.1 and 13.2 will be taken in public excluded from 2.00pm.

Item 13.9 Sale of Marine precinct – Legal Update will be taken at 3.15 pm in public excluded.

7 CONFIRMATION OF MINUTES

7.1 Minutes of the Council meeting held on 9 December 2024

RESOLUTION CO/25/1/2

Moved: Mayor Mahé Drysdale

Seconded: Cr Hautapu Baker

That the minutes of the Council meeting held on 9 December 2024 be confirmed as a true and correct record, subject to the following correction:

- (a) Item 3.8 correct name of the attachment being attributed to Alan Withy and not Sam Allen.

CARRIED

7.2 Minutes of the Council meeting held on 25 November 2024**RESOLUTION CO/25/1/3**

Moved: Mayor Mahé Drysdale

Seconded: Cr Marten Rozeboom

That the minutes of the Council meeting held on 25 November 2024 be confirmed as a true and correct record.

CARRIED

8 DECLARATION OF CONFLICTS OF INTEREST

Nil

9 DEPUTATIONS, PRESENTATIONS, PETITIONS

Nil

10 RECOMMENDATIONS FROM OTHER COMMITTEES

Nil

11 BUSINESS

Mayor Drysdale, noted the recent resignation of Mikaere Sydney, he commented that it was sad to lose him as a member of the Council and wished him and his whanau the best wishes for a full recovery, and that he can continue to contribute to the future of Tauranga.

The Mayor also noted that nominations were now open for candidates for the by-election for a member of the Te Awanui ward and closed on 3 March at 12 noon. He encouraged those who will be eligible to vote to check they are enrolled on the Māori roll and to vote when voting papers were sent out.

The Mayor also congratulated residents of Tauranga who had been recognised in the King's new year honours list – Puhirake Ihaka, ONZM for services to Māori and governance, Noel Grahame Harris, ONZM, for services to the thoroughbred racing industry, Ian Martyn Pickard, ONZM, for services to Fire and Emergency NZ, Lee Wei-Hahn Murray, ONZM, for services to literature, particularly speculative literature and Rev Marie Eleanor Gilpin, KSM, for services to the community.

The Mayor acknowledged the work that many volunteers throughout Tauranga do for the people of the community and the city of Tauranga.

The Mayor also acknowledged the recent achievements of Sam Ruthe, a 15 year old who has won senior national athletics titles and a world best for his age group in the 1500m.

11.1 Appointment of Chairperson and Deputy Chairperson to the City Futures Committee and Community and Performance Committee

Mahé Drysdale, Mayor

Timestamp 32:24

Changes to recommendations:

- The Mayor moved a motion with changes to the names of the two committees and confirming the appointments of Chairperson and Deputy Chairperson for the committees.

RESOLUTION CO/25/1/4

Moved: Mayor Mahé Drysdale

Seconded: Cr Rick Curach

That the Council:

- (a) Receives the report "Appointment of Chairperson and Deputy Chairperson to the City Futures Committee and Community and Performance Committee".
- (b) Changes the names of the following committees:
 - (i) City Futures Committee to City Future Committee
 - (ii) Community & Performance Committee to City Delivery Committee.
- (c) Confirms the appointment of the Chairperson and Deputy Chairperson of the following committees:

Committee	
City Future Committee	Chairperson: Cr Marten Rozeboom Deputy Chairperson: Cr Rod Taylor
City Delivery Committee	Chairperson: Deputy Mayor Jen Scoular Deputy Chairperson: Cr Kevin Schuler

- (d) Confirms that the:
 - (i) Chairperson and Deputy Chairperson of the City Future Committee act as co-chairs.
 - (ii) Chairperson and Deputy Chairperson of the City Delivery Committee act as co-chairs.
 - (iii) That for each committee the following changes are made to the terms of reference:

Chairperson and Deputy Chairperson acting as Co-Chairs

- While the Chairperson and Deputy Chairperson of the Committee roles are separately appointed it is the intention that they act as co-chairs.
 - Only one person can chair a meeting at any one time. The person chairing the meeting has the powers of the chairperson as set out in standing orders and has the option to use the casting vote in the case of an equality of votes.
 - The rotation of the meeting chairs is at the discretion of the Chairperson and Deputy Chairperson and subject to their availability, however it is expected that they will alternate chairing meetings when possible.
 - When the Deputy Chairperson is chairing the meeting, the Chairperson will vacate the chair and enable the Deputy Chairperson to chair the meeting. The Chairperson will be able to stay and participate in the meeting unless they declare a conflict of interest in an item, in which case they will not participate or vote on that item.
 - The Chairperson and Deputy Chairperson will attend pre-agenda briefings and split any other duties outside of meetings, e.g. spokesperson for the Committee.
 - The Chairperson and Deputy Chairperson will jointly oversee and co-ordinate all activities of the Committee within their specific terms of

reference and delegated authority, providing guidance and direction to all members and liaising with Council staff in setting the content and priorities of meeting agendas.

- o The Chairperson and Deputy Chairperson will be accountable for ensuring that any recommendations from the Committee are considered by the Tauranga City Council.

CARRIED

11.2 Letters of Expectations 2025/26 for Council-Controlled Organisations

Staff Gareth Wallis, General Manager: City Development & Partnerships
Caroline Lim, CCO Specialist

Timestamp 36.57

Action

- It was requested that letters of expectations for future years to substantive Council Controlled Organisations be approved by Council before being sent out for the following financial year.

RESOLUTION CO/25/1/5

Moved: Mayor Mahé Drysdale

Seconded: Cr Kevin Schuler

That the Council:

- (a) Receives the report "Letters of Expectations 2025/26 for Council-Controlled Organisations".
- (b) Receives the Letter of Expectations 2025/26 from Tauranga City Council to Bay Venues Limited (Attachment 1).
- (c) Receives the Letter of Expectations 2025/26 from Tauranga City Council to Tauranga Art Gallery Trust (Attachment 2).
- (d) Receives the Letter of Expectations 2025/26 from Tauranga City Council to Tourism Bay of Plenty (Attachment 3). Noting that as joint shareholder, Western Bay of Plenty District Council is not providing Tourism Bay of Plenty with a Letter of Expectations for 2025/26.
- (e) Receives the Letter of Expectations 2025/26 from Tauranga City Council to Te Manawataki o Te Papa Limited (Attachment 4).

CARRIED

11.3 Local Government Funding Agency (LGFA) Bespoke Covenant Application

Staff Paul Davidson, Chief Financial Officer
Kathryn Sharplin, Manager: Finance

Timestamp 54:48

RESOLUTION CO/25/1/6

Moved: Mayor Mahé Drysdale

Seconded: Cr Rick Curach

That the Council:

- (a) Receives the report "Local Government Funding Agency (LGFA) Bespoke Covenant Application".
- (b) Agrees that Council application to LGFA for a bespoke borrowing Covenant includes the following:
 - (i) A bespoke borrowing covenant of 350% debt to revenue.
 - (ii) Noting that Council aims to maintain debt headroom by borrowing below this maximum, with an internal borrowing limit at around 320%.
 - (iii) the covenant should apply from the 2024/25 financial year.
 - (iv) the background information attached to this report is provided with the letter of application.
- (c) Authorises the Mayor to submit the attached application letter to the Board of LGFA on behalf of Council supported by the material contained in Attachment 1 to this report.
- (d) Notes that the implications of a bespoke LGFA borrowing covenant and how it would differ from the existing borrowing limits of the 2024-34 Long-Term Plan can be included in the financial information in the Annual Plan consultation document.

CARRIED

11.4 Tauranga City Council Submission to Local Government (Water Services) Bill

Staff Christine Jones, General Manager: Strategy, Growth & Governance
Charles Lane, Team Leader: Commercial Legal
Stephen Burton, Transformation Lead: Water Services

External Pdraig McNamara, Partner, Simpson Grierson (online)

Timestamp: 1:37:00

Changes to recommendations:

- The Council discussed removing sections 2.1 and 2.2 in the draft submission on shareholder control over water organisations and that there is currently no requirement in the bill for water services providers to act in accordance with the statutory objectives.
- Additional matters were to be raised in the submission including development contributions and charging for stormwater.

RESOLUTION CO/25/1/7

Moved: Mayor Mahé Drysdale

Seconded: Cr Marten Rozeboom

That the Council:

- (a) Receives this report "Submission Document – Local Government (Water Services) Bill".
- (b) Approves the draft submission "Tauranga City Council Submission - Local Government (Water Services) Bill" with the removal of sections 2.1 and 2.2 and subsequent renumbering.
- (c) Delegates authority to the Chief Executive to update the submission to address additional matters including development contribution and charging for stormwater, approve, finalise and sign the Council's submission on the Bill.

CARRIED

The meeting adjourned at 11.35.am and resumed at 11.50 am.

11.5 Background Information - Marine Park Reclassification

Staff Sarah Omundsen, General Manager Regulatory & Compliance
Paul Davidson, Chief Financial Officer
Ross Hudson, Manager: Strategic Planning & Partnerships Community, Spaces & Places
Jaimee Kinzett, Senior Strategic Advisor, Strategic Property

Timestamp: 2.21:

The Council requested the public excluded attachments be made publicly available. Staff advised that they would need to engage with the University of Waikato on the release of the confidential agreements prior to doing so.

The Council agreed to let the report lie on the table until they discussed the public excluded attachments.

Note: Consideration of the item was adjourned until 6.35 pm.

The meeting adjourned at 12.15pm and resumed at 12.45pm.

11.9 Submission on Resource Management (Consenting and Other System Changes) Amendment Bill 2024

Staff Christine Jones, General Manager: Strategy, Growth & Governance
Janine Speedy, Team Leader: City Planning
Andy Mead, Manager: City Planning & Growth

Timestamp: 3:18:50

RESOLUTION CO/25/1/8

Moved: Cr Marten Rozeboom

Seconded: Cr Glen Crowther

That the Council:

- (a) Receives the report "Submission on Resource Management (Consenting and Other System Changes) Amendment Bill 2024".
- (b) Endorses the submission to the Select Committee on the Resource Management (Consenting and Other System Changes) Amendment Bill 2024 included as Attachment 1.

CARRIED

11.6 160 Devonport Road Land Purchase and Development

Staff Paul Davidson, Chief Financial Officer

Timestamp: 2:41:44

RESOLUTION CO/25/1/9

Moved: Mayor Mahé Drysdale

Seconded: Deputy Mayor Jen Scoular

That the Council:

- (a) Leaves the report "160 Devonport Road - Land Purchase and Development" to lie on the table until 3 March 2025 .

CARRIED

11.7 Temporary Road Closure Report for Events March - June 2025

Staff Nic Johansson, General Manager: Infrastructure

This report was withdrawn from the agenda as the main event in the road closures Oceania Championship Triathlon was cancelled on Friday 7 February 2025.

3.2 Hearing of submitters on the Alcohol Bylaw

Timestamp: 3:33:50

The following members of the public spoke to their submission to the Alcohol Bylaw.

A copy of all presentations and documents tabled at the hearing can be viewed on Tauranga City Council's (TCC) website.

(1) Kerry McCaffery**Key Points**

- Supports the bylaw.
- Tauranga needs places for people to be able to detox safely.

(2) John Tawahru**Key Points**

- Represent community, supports the bylaw.
- Bylaw area should be extended and police need to act urgently on calls from residents in the area.

(3) Susan Hodgkinson**Key Points**

- Collects rubbish throughout the area.
- Supports the bylaw and wants to have more compliance on rubbish left in the area of the ban and throughout Mount Maunganui.

(4) Andrew Galloway, Executive Director Alcohol Healthwatch**Key Points**

- Support the bylaw and would want a permanent ban in summer months from Mt Maunganui to Pāpāmoa.

11.8 Alcohol Control Bylaw 2018 Amendment: Hearings and Deliberations

Staff Sarah Omundsen, General Manager: Regulatory and Compliance

Timestamp:4.04:23

RESOLUTION CO/25/1/10

Moved: Cr Steve Morris

Seconded: Cr Rod Taylor

That the Council:

- (a) Receives the report "Alcohol Control Bylaw 2018 Amendment: Hearings and Deliberations".
- (b) Receives the submissions to the draft Alcohol Control Bylaw 2018 Amendment (**Attachment One**).
- (c) Resolves, in accordance with section 147A and 155 of the Local Government Act 2002 that:
 - (i) the amendments to the Alcohol Control Bylaw 2018 (**Attachment Two**) are the most appropriate and proportionate way of addressing the perceived problem of alcohol consumption in public places in the area that the amendments apply;
 - (ii) the draft amendments are in the most appropriate form of bylaw;
 - (iii) the draft amendments do not give rise to implications under the New Zealand Bill of Rights Act 1990;
 - (iv) the draft amendments can be justified as a reasonable limitation on people's rights and freedoms;
 - (v) a high level of crime or disorder caused or made worse by alcohol consumption is likely to arise in the area to which the draft amendments are intended to apply if the amendments are not made;
 - (vi) the draft amendments are appropriate and proportionate in light of that likely crime and disorder.
- (d) Adopts the Alcohol Control Bylaw 2018 Amendment (**Attachment Two**) to come into effect on the 24 February 2025.
- (e) Consider consulting in 2027 on adding to Schedule 1 all reserves, beaches and public places on and including the seaward side of the road from Grove Road to Sandhurst Drive.

CARRIED

12 DISCUSSION OF LATE ITEMS

None

13 PUBLIC EXCLUDED SESSION

UNCONFIRMED

RESOLUTION TO EXCLUDE THE PUBLIC RESOLUTION CO/25/1/11**Timestamp:4:23**

Moved: Deputy Mayor Jen Scoular

Seconded: Cr Marten Rozeboom

That the public be excluded from the following parts of the proceedings of this meeting.

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

General subject of each matter to be considered	Reason for passing this resolution in relation to each matter	Ground(s) under section 48 for the passing of this resolution
13.1 - Matua Hori Ahomiro - Asset Realisation Reserve	s7(2)(h) - The withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities	s48(1)(a) - the public conduct of 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 under section 6 or section 7
13.2 - Spencer Webster, CEO Nga Potiki a Tamapahore Trust - Asset Realisation Reserve	s7(2)(h) - The withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities	s48(1)(a) - the public conduct of 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 under section 6 or section 7
13.3 - Public Excluded Minutes of the Extraordinary Council meeting held on 25 November 2024	s7(2)(g) - The withholding of the information is necessary to maintain legal professional privilege s7(2)(i) - The withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	s48(1)(a) - the public conduct of 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 under section 6 or section 7
13.4 - Public Excluded Minutes of the Council meeting held on 9 December 2024	s7(2)(b)(ii) - The withholding of the information is necessary to 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 s7(2)(g) - The withholding of the information is necessary to maintain legal professional privilege	s48(1)(a) - the public conduct of 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 under section 6 or section 7

13.5 - Disposal of Properties under Asset Realisation Reserve	s7(2)(h) - The withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities	s48(1)(a) - the public conduct of 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 under section 6 or section 7
13.6 - Asset Realisation Reserve - 376 No.1 Road, Te Puke (Orchard Block) Divestment Objectives and Disposal Classification	s7(2)(i) - The withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	s48(1)(a) - the public conduct of 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 under section 6 or section 7
13.7 - Asset Realisation Reserve - Kairua Road - Divestment Objectives and Disposal Classification	s7(2)(i) - The withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	s48(1)(a) - the public conduct of 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 under section 6 or section 7
13.8 - Te Maunga Bioreactor 2 - Contractor Negotiations Update	<p>s6(b) - The making available of the information would be likely to endanger the safety of any person</p> <p>s7(2)(b)(ii) - The withholding of the information is necessary to 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</p> <p>s7(2)(h) - The withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities</p>	s48(1)(a) - the public conduct of 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 under section 6 or section 7
13.9 - Sale of Marine Precinct - Legal Update	<p>s7(2)(g) - The withholding of the information is necessary to maintain legal professional privilege</p> <p>s7(2)(h) - The withholding of the information is necessary to enable Council to carry out, without prejudice or disadvantage, commercial activities</p> <p>s7(2)(i) - The withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)</p>	s48(1)(a) - the public conduct of 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 under section 6 or section 7

13.10 - Western Bay of Plenty Sub-Regional Deal Proposal	s7(2)(i) - The withholding of the information is necessary to enable Council to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)	s48(1)(a) - the public conduct of 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 under section 6 or section 7
Confidential Attachment 1 - 11.5 - Background Information - Marine Park Reclassification	s7(2)(g) - The withholding of the information is necessary to maintain legal professional privilege	s48(1)(a) the public conduct of 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 under section 6 or section 7
Confidential Attachment 2 - 11.5 - Background Information - Marine Park Reclassification	s7(2)(g) - The withholding of the information is necessary to maintain legal professional privilege	s48(1)(a) the public conduct of 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 under section 6 or section 7

CARRIED

The public were excluded at 1.55pm.

The meeting resumed in open at 6.35pm

11.5 Background Information - Marine Park Reclassification (Continued)

Staff Sarah Omundsen, General Manager Regulatory & Compliance

Paul Davidson, Chief Financial Officer

The Council agreed to let the report lie on the table until 3 March 2025 Council meeting to provide time for further consideration by the University of Waikato on the release of the confidential agreements (with or without redactions).

RESOLUTION CO/25/1/12

Moved: Deputy Mayor Jen Scoular

Seconded: Mayor Mahé Drysdale

That the Council:

- (a) Leaves the report to lie on the table until the 3 March 2025 Council meeting.

CARRIED

14 CLOSING KARAKIA

Councillor Baker closed the meeting with a karakia.

The meeting closed at 6.37 pm.

The minutes of this meeting were confirmed as a true and correct record at the Ordinary Council meeting held on 3 March 2025.

.....
Mayor Mahé Drysdale
CHAIRPERSON

UNCONFIRMED

11 BUSINESS

11.6 Background Information - Marine Park Reclassification

File Number: A16672159

Author: Nick Chester, Principal Strategic Advisor

Authoriser: Paul Davidson, Chief Financial Officer

PURPOSE OF THE REPORT

1. The purpose of this report is to present a comprehensive overview of Council's decision-making processes regarding the reclassification of a section of Marine Park and subsequent lease to the University of Waikato (UoW) for a research and educational facility.

RECOMMENDATIONS

That the Council:

- (a) Receives the report "Background Information - Marine Park Reclassification".

EXECUTIVE SUMMARY

2. Council was approached by the University of Waikato in 2017 to work collaboratively towards establishing a research and educational facility close to the city centre at Sulphur Point.
3. Staff undertook an assessment of several sites and concluded that a near 7000m² portion of Marine Park was the most appropriate site for such a facility.
4. As the site was classified as a recreation reserve, council would need to either revoke reserve status, or reclassify the portion of the reserve as "local purpose" status before a facility could be constructed.
5. Council underwent a consultation process in 2018-2019 with the intention to revoke reserve status of the relevant portion of the park, and then lease the land to UoW. In July 2020, the Minister of Conservation declined the revocation process.
6. Council subsequently undertook a process to reclassify the portion of the reserve to local purpose status. Following public consultation, Council resolved to reclassify in July 2022.
7. A tender process was then undertaken to lease the land, with UoW the only tender received. The lease was successfully negotiated and announced in June 2024.
8. The facility has now proceeded to design and consenting stage. It is anticipated that the facility will be opened in 2027/28.

BACKGROUND

University of Waikato Research and Educational Facility

9. At the beginning of 2017 the University of Waikato (UoW) approached Council with the wish to work collaboratively towards establishing an internationally sought after, multidisciplinary research and educational facility close to the city centre at Sulphur Point.

10. The facility aims to increase the quality and quantity of tertiary and post-tertiary education, allowing Tauranga to further establish itself in this important and valuable sector. Some of the specific outcomes of the project include:
 - (a) Public benefit, including accessible, marine and coastal environmental based education and/or public engagement initiatives.
 - (b) Resilience understanding; including innovative and sustainable responses to climate change, water quality and sea level rise.
 - (c) Identified benefit to Tauranga Moana Iwi and Hapu, focused on educational wellbeing and/or provision for Māori culture and design, Mātauranga approaches as well as social and economic outcomes.
 - (d) Employment opportunities to people living in Tauranga and the wider Bay of Plenty region including Eastern Bay aquaculture initiatives.
 - (e) Increased tertiary education (including research) capabilities, in undergraduate, post graduate and doctoral programmes as well as national and international collaboration.
 - (f) Potential identification of sustainable and valuable commercial development opportunities, e.g. entrepreneurial universities, cancer drugs, nutraceutical, etc.
11. Staff undertook an assessment of several sites in mid-2017 to determine if any would be appropriate for such a facility. The findings of this assessment identified a 7,000m² site at Marine Park at Sulphur Point as the most feasible site for this significant economic development opportunity.
12. Marine Park was identified as the most suitable location for the University of Waikato facility, considering the factors below:
 - (a) Proximity to Tauranga CBD campus on Durham Street
 - (b) Proximity to a deep-sea channel connected to the harbour entrance
 - (c) Proximity to water for boat launch and water intake for the filtration tanks
 - (d) Good water quality to enable world class coastal marine research
 - (e) Adequate area to provide for required functions (generic and specialist laboratories, as well as research facilities)
 - (f) Community outreach and public engagement capabilities

Marine Park

13. Marine Park is located on Keith Allan Drive at Sulphur Point. The park is 11.2ha in size. The park is shown in Figure 1, noting:
 - (a) Area 1 is the areas newly reclassified for local purpose and leased to UoW
 - (b) Area 2 is the current overflow car park.
 - (c) Area 3 is the Tauranga Fish & Dive Club building.



Fig.1: Marine Park map

14. At the time of UoW's initial approach to Council, the whole of Marine Park at Sulphur Point was classified as a recreation reserve under the Reserves Act 1977. The whole site is zoned Active Open Space in the City Plan.
15. The Tauranga Fish and Dive Club is located on the southern half of the reserve, in addition to an area that is used for events, and space for passive recreation. The northern half of the reserve includes a Māori navigation circle and is also used for passive recreation and some events.
16. Marine Park is the premier recreational boating access point for Tauranga and is the focal point of large recreational boating activities and events. It is a prime location for water related activities due to the location of the area of reclaimed land near deep water channels in the harbour. Marine Park is the only space of its kind in Tauranga that provides all tide access for water based recreation and supports water based, non powered, recreation access and events. The park is also used for informal recreation. Observational studies undertaken of the reserve in the location of the proposed research facility January and February 2019 indicated low levels of informal recreation by the community.
17. The Park falls within the Iwi rohe of Ngati Ranginui, Ngati Pukenga, and Ngai Te Rangi, and the Hapu rohe of Ngai Tamarawaho, Ngati Tapu and Ngai Tukairangi.

Unsuccessful Revocation Process 2018-2020

18. Classification of reserves under the Reserves Act 1977 Act identifies the primary purpose of a reserve and helps direct its management, usage and development. The building of an educational facility on a recreation reserve is not permissible under the Act as it is not the primary purpose for use of the reserve. More information about reserve classification status can be found on council's [website](#).
19. In order for the facility to be developed, Council was required to either:
 - (a) Reclassify the portion of Marine Park to be used for the facility from recreation reserve to local purpose reserve, and lease the site to the University of Waikato, or
 - (b) Revoke the reserve status of the portion of the park entirely and lease the site to the University.
20. Council resolved the following at a meeting on 16 October 2018:

"That Council:

 - (a) Approves in principle its intention to seek the revocation, pursuant to Section 24 of the Reserves Act 1977, of the recreation reserve status of part of Marine Park not exceeding 7,000m², being part of Part Lot 2 DPS 34961 and shown as Attachment A to report DC319.*
 - (b) Notes that the purpose of the proposed revocation is to enable the leasing of the land to the University of Waikato to enable the development of a new Marine Research and Educational Facility. Officers are to arrange for the required area to be surveyed.*
 - (c) (Notes that the formal resolution to publicly notify the intention to seek the revocation of the reserve status of that area will be referred to a subsequent meeting of the Council.*
 - (d) Directs staff to discuss the provision of replacement land with Bay of Plenty Regional Council."*
21. Public consultation on the revocation of reserve status took place in November and December 2018. Engagement also occurred with tangata whenua.
22. A total of 498 submissions were received from the community during this consultation period. In response to the question *"Would you support the revocation of the reserve status of 6,952m² of land as part of Marine Park (total 112,369m²) for the purpose of the long-term lease to the University of Waikato to enable the development of a new marine research and education facility?"* 58% responded "No" and 42% responded "Yes".
23. Council considered feedback received during this consultation and approved the revocation of reserve status at its meeting on 7 August 2019.
24. The revocation application was submitted to the Department of Conservation (DOC) in November 2019. The application comprised relevant Council reports and resolutions and supporting material, and objections and other submissions received by Council.
25. On 29 July 2020, the Minister of Conservation declined the application, on the basis that:
 - (a) it would adversely affect activities associated with deep water recreational boating and associated events,
 - (b) it would have a significant detrimental effect on the recreational amenity value of the recreational reserve,
 - (c) two iwi groups objected to the proposal,
 - (d) the land is highly valued for reserve and open space,
 - (e) no assessment of alternative sites had been undertaken, and a majority of submitters opposed the revocation.
26. The Council was of the view that some of the material on which the Minister based the decision was incomplete (largely that the minister stated that alternative sites had not been

investigated, by council believed this had been adequately done) and that was raised with DOC and the Minister's office with a request that the refusal be reconsidered. Subsequent communications with DOC have advised that DOC will not reconsider Council's application without the entire revocation process being run afresh.

Reclassification and Lease Process

27. Following the unsuccessful attempt to revoke reserve status, council investigated the option to instead reclassify the portion of Marine Park from reserve status to local purpose status, and then lease this to the University of Waikato.
28. The process to classify or reclassify reserves is set out in section 17 of the Reserves Act 1977 and requires notification by the council and a formal consultation period. Council, as administering body, has delegated authority from the Minister to make the decision as to whether to reclassify all or part of a reserve.
29. On 4 October 2021, Council resolved to initiate the reclassification process for approximately 7,000m² of land making up 6% of Marine Park ([agenda](#), [minutes](#))
30. Consultation on the proposed reclassification took place from 16 May – 20 June 2022. A total of 323 submissions were received, with 66.3% in support of the proposal. A hearings report outlining the results of feedback, and to provide submitters with an opportunity to present in person occurred at the meeting of Council on 27 June 2022 ([agenda](#), [minutes](#)).
31. On 25 July 2022, Council resolved to reclassify the relevant portion of Marine Park to local purpose, and initiate lease tender process under the Public Bodies Leases Act 1969. The resolution also endorsed the Chief Executive to exercise the delegated authority to appoint a preferred applicant under the Public Bodies Leases Act 1969 ([agenda](#), [minutes](#)).
32. The reclassification was confirmed by Council, acting as the Minister of Conservation's delegate in September 2022 and finalised through the Gazette notice and updated title in November 2022.

Lease Tender and Award

33. The tender process for leasing the land was completed in March 2023. Council received only one tender. Through their tender the University of Waikato demonstrated the capability to establish and operate such a facility, subject to meeting the requirements in the Agreement to Lease.
34. Negotiations with the University of Waikato commenced in April 2023 and concluded successfully in June 2024. The lease was signed on 4 July 2024. The Agreement to lease is included as Attachment 1.
35. The University of Waikato will now progress with concept design and funding approvals. A resource consent has not yet been applied for and would typically follow design and funding conditions being satisfied. It is anticipated that the facility will be fully open during 2027/2028.

Sulphur Point Masterplan

36. The Marine Facilities Strategy that Council engaged with the community on in 2021 has been progressed into a framework with various actions. Staff are in the process of planning the work required around these actions.
37. One of the priority actions from the Framework is the development of a Sulphur Point masterplan. Sulphur Point and Marine Park are strategically important for many people in Tauranga and is the one of the only places for deep water access. The Master Plan will help to identify future land use, facilities and activities to respond to concerns raised by recreation and commercial users, and identify actions and investments required.
38. The masterplan will not incorporate the development of the facility.

STRATEGIC ALIGNMENT

39. This contributes to the promotion or achievement of the following strategic community outcome(s):

	Contributes
We are an inclusive city	<input type="checkbox"/>
We value, protect and enhance the environment	✓
We are a well-planned city	<input type="checkbox"/>
We can move around our city easily	<input type="checkbox"/>
We are a city that supports business and education	✓

40. The reclassification of Marine Park and future development of the UoW facility is strongly aligned to Council's strategic direction, specifically the following community outcomes:
- (a) Tauranga Taurikura – A city that values, protects and enhances the environment. The facility will provide valuable insights related to climate change, water quality and sea level rises and provide educational opportunities to enhance the understanding of environmental risks on the city and region.
 - (b) Tauranga a te kura – A city that supports business and education. The new facility provides both educational and employment opportunities to the city and enhances Tauranga's reputation as a city that provide educational opportunities.

FINANCIAL CONSIDERATIONS

41. Financial considerations are detailed in Attachment 2.

LEGAL IMPLICATIONS/RISKS

42. The reclassification requirements have been adhered to, as provided for in the Reserves Act 1977.
43. Council has a legally binding Agreement to Lease with the University of Waikato for the land at Marine Park.

TE AO MĀORI APPROACH

44. Council's Te Ao Māori approach has been applied throughout the reclassification and lease process. Marine Park has been identified as a site of interest to tangata whenua, and proactive engagement has been undertaken to identify key concerns and aspirations.
45. Engagement with Tangata Whenua / mana whenua on the proposed reclassification and potential use of the land was a critical part of the reclassification process. Ngai Tamarawaho and Ngati Pukenga had initially objected the revocation process but supported the subsequent reclassification process in principle.
46. Ngati Pukenga have indicated an interest if the reclassification has an impact on the harbour for which they have a joint kaitiaki responsibility along with other hapu and iwi, otherwise they support Ngai Tamarawaho's position on the land itself in recognition of their mana whenua.
47. Ngai Tamarawaho supported the reclassification in principle, and their feedback to date is summarised below:
- (a) The hapū is, in principle, in support of the reclassification taking into account the proposed activity. However, if any permanent disposal is on the table, the hapū considers that the whenua should be returned to them in the first instance.
 - (b) Marine health is of paramount importance and should be considered throughout the lifecycle of the project.
 - (c) There was no consultation when the initial reclamation was undertaken.

- (d) The hapū was previously interested in this land for a historic and cultural centre, but this project is now being considered on another site.
 - (e) The hapū is interested in exploring partnership opportunities with both Council and the lease applicant/s.
 - (f) There is a study being undertaken currently, to gauge the level and health of kai moana in the estuary which could identify potential actions.
48. The University of Waikato are actively engaging with Tangata Whenua on the design criteria for the facility.

CLIMATE IMPACT

49. The development of the UoW facility has the potential to improve Tauranga's ability to adapt to a changing climate. This can be achieved through the facility's stated aims to improve climate resilience understanding including innovative and sustainable responses to climate change, water quality and sea level rise.

CONSULTATION / ENGAGEMENT

50. There has been significant engagement at various stages throughout the project.
51. There was an open public consultation period during the unsuccessful attempt to revoke reserve classification, which took place in late 2018. This was accompanied by public open days run by council staff.
52. Council ran a public consultation process as part of the reclassification of the Park as required by the Reserves Act 1977, and in line with our own Significance and Engagement Policy. Consultation was open in May and June 2022. Submitters also spoke in person on the matter at a Council meeting on 27 June 2022.
53. The consultation included:
- (a) A notice in the local paper, which appeared three times, 16 May, 23 May and 30 May 2022.
 - (b) Online posting on LinkedIn and Facebook.
 - (c) Geo-targeted advertisements.
 - (d) Online webpage for Marine Park reclassification.
 - (e) Physical copies of project documents at Libraries, He Puna Manawa and the mobile service centre.
54. A complaint was received by the Ombudsman relating to consultation undertaken as part of the reclassification process. The Ombudsman released his opinion on this complaint on 18 July 2024, finding that Tauranga City Council had met the obligations under the Local Government and Reserves Act before making any decision. The Ombudsman's full decision is included as Attachment 3.

SIGNIFICANCE

55. The Local Government Act 2002 requires an assessment of the significance of matters, issues, proposals and decisions in this report against Council's Significance and Engagement Policy. Council acknowledges that in some instances a matter, issue, proposal or decision may have a high degree of importance to individuals, groups, or agencies affected by the report.
56. In making this assessment, consideration has been given to the likely impact, and likely consequences for:
- (a) the current and future social, economic, environmental, or cultural well-being of the district or region
 - (b) any persons who are likely to be particularly affected by, or interested in, the matter.

- (c) the capacity of the local authority to perform its role, and the financial and other costs of doing so.

57. In accordance with the considerations above, criteria and thresholds in the policy, it is considered that the issue is of low significance.




ENGAGEMENT

58. Taking into consideration the above assessment, the matters raised in this report do not require any further engagement and no decision is being requested from the Council.

NEXT STEPS

- 59. The University of Waikato are progressing with funding and design of the facility, and obtaining the necessary consents required to begin building. It is anticipated it will be fully open during 2027/2028.
- 60. The Marine Facilities Strategy that Council engaged with the community on in 2021 has been progressed into a framework with various actions. Staff are in the process of planning the work required around these actions.
- 61. One of the priority actions from the Framework is the development of a Sulphur Point Master Plan. Sulphur Point and Marine Park are strategically important for many people in Tauranga and is the one of the only places for deep water access. The Master Plan will help to identify future land use, facilities and activities to respond to concerns raised by recreation and commercial users, and identify actions and investments required.

ATTACHMENTS

- 1. **Agreement to Lease - Marine Research Facility - fully signed 4 July 2024 - A17431883**  [Download](#)
- 2. **Marine Research Facility - Financial Considerations - A17431926**  [Download](#)
- 3. **Final Decison from Ombudsman on Marine Park Reclassification Complaint - A16203811**  [Download](#)

AGREEMENT TO LEASE

Tauranga City Council

University of Waikato



AGREEMENT TO LEASE

AGREEMENT dated this 4th day of July 2024

PARTIES

1. Tauranga City Council (TCC)
2. University of Waikato (UoW)

BACKGROUND

- A. TCC owns and manages the land at Marine Park, Sulphur Point, Tauranga.
- B. TCC has called for tenders for the lease of part of that land for the purposes of constructing and managing a Marine Research and Education Facility.
- C. UoW submitted a tender application.
- D. Pursuant to the process outlined in the tender documentation, the parties now enter into this agreement to record the terms under which TCC will lease the land to UoW and UoW will design and construct on that land the Marine Research and Education Facility.

TERMS OF AGREEMENT

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Defined Terms:** In this Agreement and any schedules to it, the following terms will, unless the context otherwise admits or requires, have (with or without the definite article) the following meanings:

Agreement means this agreement.

Authority means any local body, government or other authority having jurisdiction over or authority in respect of the Premises and its use or occupation and acting in that capacity.

Approvals means any consents, authorities, and permits required from any Authority (except for any approval required of TCC acting in its capacity as lessor (not the territorial authority) under this Agreement) for UoW to complete the Development Works including (without limitation) all consents required pursuant to the Resource Management Act 1991, the Building Act 2004 and the Reserves Act 1977.

Community Outcomes means the outcomes of the Development that benefit the Tauranga community as are more particularly described in the Design Criteria.

Concept Design means the concept design documents and concept plans and specifications (which are to be based on the Preliminary Concept Design and the Design Criteria) for the Development developed and approved in accordance with this Agreement.

Contaminant has the same meaning as set out in the Resource Management Act 1991 and 'Contamination' shall have a corresponding meaning.

Design Criteria means the design criteria for the Development, as set out in Schedule Two which include the Community Outcomes.

Design Group has the meaning given to it in clause 4.2.

Detailed Design means the detailed design documents, plans and specifications for the Development Works (which are to be based on the Concept Design) as developed in accordance with clause 6.2.

Development means the buildings, carparks and improvements to be erected on the Development Land by UoW in accordance with this Agreement.

Development Land means that part of Marine Park being and area of 6,952 square metres and described as Area A on Survey Office Plan 530292, being classified as a local purpose (marine research and education) reserve subject to the Reserves Act 1977.

Development Works means the works to be executed to complete the Development in accordance with the Detailed Design, together with the Subdivision and any other incidental works in relation to the completion of the Development.

Dispute means a dispute arising between the parties on any matter under this Agreement (except a dispute over a right to rescind or terminate this Agreement).

Good Faith means dealing with each other honestly, openly and without misleading each other. Good faith requires parties to be active and constructive in establishing and maintaining a productive relationship in which they are responsive and communicative.

Lease means the lease between TCC (as Lessor) and UoW (as Lessee) to be entered into by the parties pursuant to clause 10.1 of this Agreement on the form set out in Schedule Four.

LINZ means Land Information New Zealand.

Marine Park means the land owned and managed by TCC, described as Part Lot 2 DPS 34961, Lot 4 DPS 34961 and Section 1 SO 332660, comprised in record of title 173890, including all buildings and improvements on that land, being a reserve subject to the Reserves Act 1977.

Objective means to proactively work together in Good Faith for the purposes of constructing a Marine Research and Education Facility on the Development Land.

Practical Completion or **Practically Complete** means that stage of the Development Works when:

- (a) UoW's architect (acting reasonably) confirms that the Development Works have been completed in accordance with the Detailed Design to the extent that the Development is available for occupation and use by UoW for its intended purpose without material inconvenience and subject only to any minor work and any necessary remedial work that does not prevent such occupation and use; and
- (b) a Code Compliance Certificate or certificate of public use (for a reasonable period) has issued for the Development Works.

Preliminary Concept Design means the plans and documents attached as Schedule One of this Agreement.

Project Control Group means the project control group described in clause 7.

Subdivision Approvals means the Approvals contemplated by clause 5.1.

Target Dates mean the key dates and milestones specified in Schedule Three; and

Working Day has the meaning given to that term in the Property Law Act 2007 and otherwise excludes any day on which UoW is closed.

1.2 **Interpretation:** In this Agreement, unless the context otherwise requires:

- (a) words importing one gender include the other genders;
- (b) the singular includes the plural and vice versa;
- (c) a reference to TCC or UoW is a reference also to their respective executors, administrators or successors and permitted assigns;
- (d) headings are for convenience only and shall not affect interpretation;
- (e) references to sections, clauses and schedules are references to sections, clauses and schedules of this Agreement unless specifically stated otherwise; and
- (f) references to any legislation or to any provision of any legislation (including regulations and orders) includes that legislation or provision as from time to time amended, re-enacted or substituted and, unless otherwise specifically stated, refers to New Zealand legislation and provisions.

2. CONDITIONS

2.1 **Conditions and fulfilment dates:** This Agreement is conditional upon the following:

- (a) UoW preparing and TCC approving, the Concept Design for the Development in accordance with clause 4.7. The last date for the fulfilment of this condition will be the date 12 months from the date of this Agreement.
- (b) UoW being entirely satisfied that it has obtained or that it will obtain all necessary funding commitments for the completion of the Development as a single project. The last date for the fulfilment of this condition will be the date two years from the date of this Agreement.
- (c) UoW obtaining, and notifying TCC that it has obtained, all Subdivision Approvals in accordance with clause 5.1. The last date for the fulfilment of this condition will be the date 12 months following the date both conditions in clauses 2.1(a) and 2.1(b) are fulfilled;
- (d) TCC and UoW approving the terms and conditions of the Subdivision Approvals. The last date for the fulfilment of this condition will be the date three months following the fulfilment of the condition in clause 2.1(c); and
- (e) UoW obtaining and notifying TCC that it has obtained all Approvals contemplated by clause 6.1 from the relevant Authority on terms and conditions satisfactory to UoW in all respects. The last date for the fulfilment of this condition will be the date 18 months following the date both conditions in clauses 2.1(a) and 2.1(b) are fulfilled.

- 2.2 **Benefit of conditions:** The condition/s in:
- (a) clause 2.1(b) is inserted for the sole benefit of UoW;
 - (b) clauses 2.1(a) and 2.1(c) to 2.1(e) are inserted for the benefit of both parties.
- 2.3 **Operation of conditions:** In relation to each condition set out in clause 2.1, the following shall apply unless otherwise expressly provided:
- (a) The condition will be a condition subsequent.
 - (b) The party for whose benefit the condition has been included must do all things which may reasonably be necessary to enable the condition to be fulfilled by the date of fulfilment.
 - (c) Time for fulfilment of any condition and any extended time for fulfilment to a fixed date will be of the essence.
 - (d) If one party requests an extension to the date for satisfaction of a condition contained in this clause 2, the other party will act reasonably in considering that request.
 - (e) The condition will be deemed to be not fulfilled until notice of fulfilment has been served by one party on the other.
 - (f) If the condition is not fulfilled by the date for fulfilment, either party may at any time before the condition is fulfilled or waived, avoid this Agreement by giving notice in writing to the other. Upon avoidance of this Agreement neither party shall have any right or claim against the other arising from this Agreement or its termination.
 - (g) At any time before this Agreement is avoided, any party may waive any condition which is for the sole benefit of that party. A waiver shall be by notice in writing.
3. **COLLABORATIVE APPROACH**
- 3.1 **Uncertainty:** The parties acknowledge that at the date of this Agreement UoW's funding of the design and construction of the Development is uncertain. In particular UoW is not aware of how long it will take to obtain funding nor the amount of funding UoW will be able to raise or otherwise allocate in relation to the design and construction of the Development. Therefore, the size and features of the Development are currently unknown.
- 3.2 **Staging variations:** In addition to the above, it is possible that the construction of the Development may need to be staged so that it is developed and expanded over time and a staged approach is not currently contemplated by this Agreement or the Lease.
- 3.3 **Tauranga Community:** UoW acknowledges that TCC as local authority and administering body of Marine Park has obligations to the Tauranga community that go beyond those obligations of being merely a passive ground lessor. Accordingly, there are obligations as expressed in this Agreement that address the completion of the Development in accordance with the agreed Concept Design and Detailed Design, Approvals and practical public access to the Development.

- 3.4 **Collaboration on variations:** Recognising the uncertainty set out in clauses 3.1 and 3.2, TCC's obligations set out in clause 3.3, and the need for collaborative solutions and problem solving, the parties agree to work together in Good Faith in respect of any variations to this Agreement, the Lease, and/or the construction phasing, which may be reasonably necessary or desirable to reflect or address such factors as UoW funding, the need to stage construction or operation of the Development.
- 3.5 **Objective:** The parties agree to exercise Good Faith in implementing the Objective and in performing their respective obligations under this Agreement.
- 3.6 **Approach:** In keeping with the parties' agreement in clauses 3.4 and 3.5, UoW will in Good Faith as part of its procurement processes for the Development (but without creating any obligations and subject always and absolutely to UoW's procurement obligations/policy):
- (a) consider opportunities for Iwi and youth; and
 - (b) take into account potential benefits to the Tauranga based contractors and suppliers.
4. **CONCEPT DESIGN & DESIGN GROUP**
- 4.1 **Preliminary Concept Design:** The Preliminary Concept Design that has been provided by UoW is an overview of the key site strategies informing early bulk and location analysis for the proposed Development. TCC acknowledges that this will not be determinative of the Concept Design or Detailed Design. Nothing in the Preliminary Concept Design, whether statements, representations or imagery will be binding on UoW.
- 4.2 **Formation of the Design Group:** As soon as practicable following execution of this agreement, the parties will work in Good Faith to appoint the Design Group (whose membership will be in accordance with clause 4.3). The Design Group's purpose will be to provide guidance on the fulfilment of the Design Criteria in UoW's development of the Concept Design.
- 4.3 **Membership of the Design Group:** The Design Group will consist of:
- (a) Two representatives of UoW;
 - (b) Two representatives of TCC;
 - (c) UoW's architect; and
 - (d) any other person (whether as a continuing or temporary member) as TCC and UoW may from time to time appoint by agreement.
- 4.4 **Preparation of Concept Design:** Following the appointment of the Design Group, UoW shall procure the development of the Concept Design in accordance with the Design Criteria, including features of any access, connections and services that may need to be anticipated in the consents to be obtained by UoW in accordance with clause 5.1 and 6.1.
- 4.5 **Design Group guidance:** UoW will refer iterations of the Concept Design during its development to the Design Group, where UoW considers it appropriate for the purpose of increasing the likelihood of obtaining TCC approval pursuant to clause 4.7.

- 4.6 **Staging:** Where, whether prior to the commencement of the design process or during the development of the Concept Design, there arises a requirement or desire to stage the Development in one or more stages, the parties will, in accordance with clause 3.4, work together to determine any variations that may be required to this Agreement, including whether the Concept Design for the Development itself is progressed in a staged manner.
- 4.7 **TCC approval:** UoW will provide the Concept Design to TCC for approval upon its completion. TCC will advise UoW whether it approves or disapproves the Concept Design (as lessor and not as regulatory authority) as soon as reasonably practicable, but in any event within 20 Working Days of receipt of the Concept Design. TCC shall not withhold or delay the giving of its approval to the Concept Design where the Concept Design is consistent with the Design Criteria or otherwise unreasonably or arbitrarily withhold its consent for any other reason.
- 4.8 **Variations:** Where TCC advises UoW of variations required to enable it to provide its approval for reasons of any inconsistency with the Preliminary Concept Design or Design Criteria, and UoW accepts such variations, UoW will incorporate such variations into the Concept Design at its cost. Following incorporation of such variations, UoW will re-submit the Design Concept to TCC and the process in clauses 4.7 and this 4.8 will re-apply. If UoW (acting reasonably) does not agree to TCC's proposed variations, and the parties cannot resolve TCC's changes within 20 Working Days, then one or both of the parties may refer the matter for determination in accordance with clause 13.2.
- 4.9 **Deemed approval:** TCC will be deemed to have approved the Concept Design or any variation (as lessor and not as regulatory authority) if it does not provide its approval or disapproval in writing within the timeframe set out in clause 4.7 provided that UoW has first served notice on TCC advising TCC of its failure to provide its approval or disapproval in writing and allow no less than a further 10 Working Days for TCC to respond.
5. **SUBDIVISION APPROVAL**
 - 5.1 **UoW to obtain:** UoW will seek to obtain any Approvals required for:
 - (a) the issue of a separate leasehold record of title for the Development Land;
 - (b) any required connections of the Development to the Tauranga harbour; and
 - (c) any services necessary for the Development to the Development Land.
 - 5.2 **TCC's approval of applications:**
 - (a) UoW's applications for its Subdivision Approvals (and any conditions or variations to the Subdivision Approvals) will be subject to TCC's approval (as lessor and not as regulatory authority) prior to submission and/or variation.
 - (b) UoW must provide a copy of any applications for the Subdivision Approvals to TCC not less than 20 Working Days prior to the date on which UoW proposes to lodge them for approval by the relevant Authority.
 - (c) TCC, acting promptly, diligently and in Good Faith, will have 20 Working Days from the date of receipt to provide its feedback on the applications to UoW. The feedback shall include the reasons for TCC's approval or disapproval (as lessor and not as regulatory authority) together with supporting information (where applicable) to enable UoW to ascertain and consider the implications of the feedback and (including (if applicable) any variations required by TCC to enable it

- to provide its approval) to the applications for the Subdivision Approvals to UoW in writing (**Subdivision Feedback Notice**).
- (d) On receipt of the Subdivision Feedback Notice, the parties shall discuss the same in Good Faith to agree the changes (if any) to the applications.
 - (e) If UoW agrees to the changes sought by TCC in the Subdivision Feedback Notice, UoW shall update the applications to reflect the Subdivision Feedback Notice (or any revised feedback agreed during the discussions between the parties) prior to lodging the application.
 - (f) UoW shall lodge the application as soon as practicable following receipt of approval in accordance with clause 5.2(c), or its agreement to update the applications in accordance with clause 5.2(e).
 - (g) UoW shall provide a copy of the finalised applications to TCC within 3 Working Days of their lodgement.
 - (h) If UoW (acting reasonably) does not agree to the feedback or changes proposed in the Subdivision Feedback Notice, and the parties cannot resolve TCC's changes sought in the Subdivision Feedback Notice within 20 Working Days of receipt of the Subdivision Feedback Notice, then one or both of the parties may refer the matter for determination in accordance with clause 13.2. Nothing in this clause restricts the right of UoW to avoid this agreement under clause 2 if the Subdivision Approvals have not been approved by both parties by the date provided for in clause 2.1(d).
- 5.3 **Deemed approval:** TCC will be deemed to have approved UoW's applications for the Subdivision Approvals (as lessor and not as regulatory authority) if it does not provide its approval or disapproval in writing within the timeframe set out in clause 5.2.
- 5.4 **Approval of consent:** UoW shall provide a copy of each Subdivision Approval received to TCC promptly following receipt of the same. Each party shall advise its approval or disapproval of the conditions of any consent within 10 Working Days of the date that the relevant consent is provided to TCC. The parties acknowledge that they shall not be entitled to object to any term or condition which was contemplated in any application approved pursuant to this clause 5, or otherwise could reasonably be expected to be included in a consent of the nature intended and which is otherwise consistent with the terms of this Agreement and the Lease, except where such term or condition materially decreases the benefit, increases the burden or otherwise impacts the economic viability of the Development to either party.
- 5.5 **Subdivision Approval Costs:** TCC will be responsible, and will reimburse UoW, for all reasonable costs associated with UoW obtaining the Subdivision Approvals and completing the subdivision in accordance with the Subdivision Approvals to create a separate leasehold record of title for the Development Land, including:
- (a) consultancy costs, including planning, surveying and engineering;
 - (b) legal costs (as between solicitor and client);
 - (c) LINZ fees;
 - (d) any consent fees or development contribution required to be paid to any Local Authority; and

- (e) any out of site works agreed pursuant to clause 6.7,
- and TCC will make payment of such costs on the 20th of the next month following receipt of a valid tax invoice from UoW, notwithstanding any prior cancellation of this Agreement.
- 5.6 **Deduction:** UoW will be entitled to deduct any unpaid amount of costs under clause 5.5 from any amount of rent or outgoings payable under the Lease.
- 5.7 **Assistance:** TCC acting as lessor, will provide reasonable assistance where requested by UoW to secure the Subdivision Approvals.
- 6. BUILDING AND LAND USE CONSENTS**
- 6.1 **UoW to obtain:** Following approval of the Concept Design and fulfilment of the condition in clause 2.1(b)2.1(a) UoW will obtain, at its cost, any Approvals required for the Development including (but not limited to):
- (a) the carrying out of the Development Works; and
- (b) the use of the Development as a Marine Research and Education Facility.
- 6.2 **Development of Detailed Design:** For the purpose of obtaining building consent Approval, UoW will procure the development of the Detailed Design. The Detailed Design must be consistent with the Concept Design approved by TCC pursuant to clause 4 and any conditions of the Subdivision Approvals. UoW may refer material iterations of the Detailed Design during its development to the Design Group, where UoW considers it appropriate to ensure its consistency with the Concept Design and compliance with this clause 6.2.
- 6.3 **Provision of applications to TCC before submission:** UoW must provide a copy of any applications for the Approvals under clause 6.1 to TCC (as lessor and not as regulatory authority) as soon as reasonably practicable and in any event, not less than 20 Working Days prior to the date on which UoW proposes to lodge them for approval by the relevant Authority. This obligation shall not apply in respect of any variations to the Approvals which may become necessary during the course of the construction of the Development Works provided that such variations do not materially depart from the Concept Design (as approved by TCC in accordance with clause 4.7). TCC will be given no less than 20 Working Days following receipt to provide any comments on the application, before it may be submitted by UoW. It will be at UoW's discretion (acting reasonably) whether any variations are made to the application for Approval following receipt of comments by TCC.
- 6.4 **Assistance:** TCC acting as lessor, will provide reasonable assistance where requested by UoW to secure the Approvals contemplated by this clause 6.
- 6.5 **Contamination assessment:** TCC will have prepared and provided to UoW a report from an independent environmental engineer from a reputable firm of environmental consultants confirming the presence (or otherwise) of any existing Contaminant in or on the Development Land, and where necessary, advice as to the steps required for the appropriate remediation of such Contamination to enable the Development to take place. If TCC considers the cost of such remediation works is unreasonable or uneconomic, TCC will discuss with UoW in Good Faith to endeavour to come to a resolution, failing which TCC may determine this agreement at any time within a period of six months following receipt of the contamination report. Upon such termination, neither party shall have any claim against the other except:

- (a) for any antecedent breach of this Agreement; and
 - (b) TCC will reimburse UoW for the costs incurred pursuant to clause 5.5 and any other reasonable costs incurred by UoW in the preparation and approval of the Concept Design and the progression of any Approvals.
- 6.6 **Contamination:** Subject to TCC's right of termination in clause 6.5, to the extent that any Approvals required for the purpose of clause 6.1 necessitate the remediation of any existing Contaminant within or on the Marine Park, all associated works and costs of such remediation will be the responsibility of TCC. TCC will complete all required remediation works as soon as reasonably practicable following the obtaining of the relevant Approval by UoW.
- 6.7 **Out of site works:** The parties acknowledge that, in exercising its rights to fulfil or otherwise the conditions in either clauses 2.1(d) or 2.1(e), UoW may take into account whether any Approval under those clauses necessitate any upgrade or improvement to any existing infrastructure and/or the addition of new infrastructure which is outside of the Development Land. Prior to exercising any right of cancellation for non-fulfilment of such conditions, UoW will discuss with TCC in Good Faith endeavour to come to a resolution on the responsibility for such works, failing which, UoW may cancel this agreement pursuant to clauses 2.1(d) or 2.1(e), as the case may be.
- 7. **PROJECT CONTROL GROUP**
 - 7.1 **Project Control Group:** As soon as practicable following UoW obtaining the Subdivision Approvals in accordance with clause 5 or other Approvals in accordance with clause 6 (whichever is earlier), UoW will establish a project control group for the construction of the Development. The Project Control Group will consist of:
 - (a) two representatives of UoW;
 - (b) two representatives of TCC;
 - (c) UoW's architect;
 - (d) a representative of the head contractor for the Development (following appointment of that contractor); and
 - (e) any other person (whether as a continuing or temporary member) UoW may from time to time appoint.
 - 7.2 **Meetings:** The Project Control Group will meet on a monthly basis.
 - 7.3 **Dissolution:** The Project Control Group will dissolve following Practical Completion.
- 8. **CONSTRUCTION OF DEVELOPMENT**
 - 8.1 **Construction contract:** Following completion of the Detailed Design and any necessary Approvals being obtained, UoW will procure its construction contract (on the conditions of contract substantially similar to those set out in the relevant Standards New Zealand form) in accordance with its usual procurement policies and processes. In appointing its contractor, UoW will have regard to clause 3.6.

- 8.2 **Commencing construction:** Prior to commencing construction, UoW will provide TCC with an indicative programme for completion of the Development, generally in accordance with the Target Dates.
- 8.3 **UoW's works:** UoW will:
- (a) complete the Development generally in accordance with the Detailed Design and the Target Dates, subject to clause 8.4;
 - (b) ensure that the Development is completed in accordance with the requirements of any statutory or regulatory authority having jurisdiction and with the provisions of any Approvals issued for the Development and the Development Works;
 - (c) ensure the Development is undertaken in a good and workmanlike manner and in accordance with good industry and regulatory standards appropriate for the Development; and
 - (d) notify the relevant Authorities on completion, and obtain a code compliance certificate for the Development and the Development Works.
- 8.4 **Extension to Target Dates:** If an extension of time is properly approved under the construction contract described in clause 8.1 then the Target Dates will be extended by an equivalent length of time. UoW must take all reasonable steps to accelerate the work to reduce to the extent possible the effect of any extensions of time (but shall not be obliged to incur a greater cost in accelerating the work than it otherwise would have had if the work not been accelerated).
- 8.5 **Variations and Alterations to Detailed Design:**
- (a) UoW will be entitled to make minor alterations and variations to the Detailed Design which may become necessary during the course of the construction of the Development Works by reason of any matters beyond the control of UoW. Such matters beyond the control of UoW may include, but not be limited to:
 - (i) the requirements and directions of any Authority; or
 - (ii) the practical requirements of the construction of the Development Works including the dictates of good building practice and/or the availability of materials.
 - (b) UoW will be entitled to make all immaterial and otherwise minor alterations and variations to the Detailed Design which occur during the ordinary course of construction of the Development Works. UoW such alterations and variations shall be raised at the PCG.
 - (c) In relation to all other alterations and variations to the Detailed Design, UoW must obtain TCC's prior written approval (not to be unreasonably withheld) and TCC must provide its approval (as lessor and not as regulatory authority) or otherwise promptly so as to not delay the undertaking of the Development Works. Such approval may be provided (in writing) via TCC's representatives on the PCG as part of any PCG process.
- 8.6 **Substitution of Materials:** If through unavailability or delays in availability of materials, or if through any other cause beyond the reasonable control of UoW it is impractical to

incorporate in the Development Works any material, finish, product or system referred to in the Detailed Design, then UoW may substitute an equivalent alternative material, finish, product or system provided:

- (a) such substitution adheres to, or preserves to the maximum extent practicable the quality and intent as stated in the Detailed Design; and
- (b) does not delay the Development Works programme, except as contemplated by clause 8.4.

UoW must advise TCC prior to substituting any materials.

8.7 **Practical Completion:** UoW will notify TCC in writing promptly upon the occurrence of Practical Completion. Following Practical Completion, UoW must obtain a Code Compliance Certificate, Compliance Schedule and a Compliance Schedule Statement in respect of the Development.

8.8 **Costs:** TCC will not be responsible for any costs relating to any Approvals for the Development, completion of the Development Works (including the cost of any physical works required as part of the Subdivision Approval) or maintenance of the Development, unless specifically provided for in the Agreement or the Lease. UoW agrees not to call on TCC to contribute to these costs.

9. NAMING RIGHT

9.1 UoW will, prior to achieving Practical Completion advise TCC of the name of the Marine Research and Education Facility. Such name proposed by UoW must not contravene the requirements set out in the Signage and Naming Requirements attached as Schedule Five.

10. LEASE OF THE DEVELOPMENT LAND

10.1 **Agreement to lease:** TCC agrees to lease and UoW agrees to take on the lease of the Development Land on the terms and conditions specified in this Agreement and otherwise on the terms and subject to the covenants contained in the Lease.

10.2 **Lease commencement:** The Lease will commence one day after the later of:

- (a) the date that all of the conditions contained in clause 2.1 are fulfilled or waived; and
- (b) the date of completion by TCC of the remediation of any Contamination pursuant to clause 6.6.

On and from the commencement date of the Lease, UoW will be granted vacant possession of the Development Land. UoW acknowledges and agrees that such possession will be subject to the terms and conditions of any easements or other interests registered against the title to the Marine Park.

10.3 **Subdivision and Lease registration:** UoW will, as soon as practicable do all things reasonably necessary to complete the subdivision of the Development Land in accordance with the Subdivision Approvals obtained pursuant to clause 5, including the completion of any required works at UoW's cost. As part of the subdivision, UoW will as soon as practicable procure the registration of the Lease with LINZ and obtain a new leasehold record of title in

the name of UoW. TCC will sign the necessary documents as lessor under the Lease to enable its registration.

10.4 **Rent** The rent will be payable as set out in clause 3.1 of the Lease.

10.5 **Outgoings:** Outgoings will commence, on the commencement of the Lease.

10.6 **Consents under the Lease:** TCC agrees that TCC's approval (as lessor and not as regulatory authority) of UoW's Subdivision Approvals and the Concept Design in accordance with this Agreement, will be deemed to be its consent to the subdivision of the Development Land and additions and alterations which form part of the Development pursuant to clauses 6 and 7 of the Lease.

11. INSURANCE

11.1 **Construction insurances:** Prior to commencement of any Development Works, UoW will:

- (a) effect or procure UoW's contractor to effect and maintain contractor's all risks insurance to cover the Development for full replacement value, including additional costs for reinstatement, and noting the interest of TCC as lessor, until the date of Practical Completion. Such insurance may be subject to such reasonable exclusions and excesses as are contained in UoW's contractor's all risks insurance policy;
- (b) hold and maintain or procure UoW's contractor to hold and maintain insurance against public liability for an amount no less than \$10,000,000 at all times until the date of Practical Completion; and
- (c) upon request, produce evidence of the currency of the insurances referred to in this clause 11.1.

11.2 **Building insurance:** From the date of Practical Completion, UoW will effect and maintain all insurances relating to the Development and UoW's use of the Development and Development Land as required by the Lease.

12. REGULATORY POSITION

12.1 **TCC's capacity:** TCC has entered into this Agreement in its non-regulatory capacity.

12.2 **Position:** This Agreement does not bind Tauranga City Council in its regulatory authority in any way, and any consent or agreement TCC gives under this Agreement is not an agreement or consent in Tauranga City Council's regulatory capacity and vice versa.

12.3 **Consideration of applications for Approvals:** When acting in its regulatory capacity, Tauranga City Council is entitled to consider all applications to it without regard to this Agreement. TCC will not be liable to UoW or any other party if, in its regulatory capacity, Tauranga City Council declines or imposes conditions on any consent or permission UoW or any other party seeks for any purpose associated with this Agreement.

12.4 **Definitions:** For the purposes of this clause, "Tauranga City Council" refers to the Tauranga City Council in its regulatory capacity and "TCC" refers to the Tauranga City Council in its non-regulatory capacity.

13. GENERAL PROVISIONS

13.1 **Costs:** Each party shall pay its own costs of and incidental to the preparation of this Agreement, the Lease, any variation to this Agreement, and (except as expressly provided in this Agreement) the performance of all obligations arising under this Agreement.

13.2 Disputes:

- (a) Where any differences or disputes arise between the parties in relation to this Agreement, in a spirit of mutual goodwill and co-operation the Chief Executive of TCC and the Senior Deputy Vice-Chancellor of UoW will from time to time meet with each other as necessary to discuss such differences or disputes and will use their best endeavours to resolve the matter before recourse to other processes.
- (b) If any difference or dispute cannot be resolved in accordance with clause 13.2(a) within fifteen Working Days, then the parties shall refer the matter to mediation. The parties will try to agree on a mediator and failing agreement within ten Working Days of the matter being referred to mediation, the then current President of the Waikato Bay of Plenty Branch of the New Zealand Law Society shall be asked to appoint a mediator. The mediation will not be binding unless a settlement agreement is signed by both parties. Failing resolution of the dispute by mediation within thirty Working Days of referral of the dispute to mediation, the parties are free to initiate legal proceedings or, if both parties agree, commence arbitration proceedings.
- (c) Notwithstanding any other provision in this Agreement, either party may at any time initiate proceedings for urgent injunctive relief.

13.3 **Waiver:** Waiver by either party of a default by the other party will not constitute a waiver of any other default.

13.4 **Notices:** Any notice in writing or other document required to be given under this Agreement shall be given to TCC or UoW at its address set out below or such other address as may be notified in writing by that party to the other party from time to time. Any such notice is deemed to have been served:

- (a) if delivered by hand, at the time the notice is left at the party's address as recorded below;
- (b) if sent by overnight courier (or another next Working Day delivery service), on the second Working Day after posting;
- (c) if sent by email, the notice will be deemed to have been duly received on the date and time at which it enters the addressee's information system (as shown in a confirmation of delivery report from the sender's information system, which indicates that the email was sent to the email address of the addressee notified below);

unless in each case such deemed receipt would occur outside business hours (meaning 9.00am to 5.00pm on any Working Day), in which case receipt will be deemed to occur when business hours resume in the place of receipt.

TCC: Position: GM: Community Services

Physical Address: Tauranga City Council

306 Cameron Road
Tauranga 3110

Postal Address: Private Bag 12002
Tauranga 3143

Email: barbara.dempsey@tauranga.govt.nz

UoW: Position: Deputy Vice-Chancellor

Physical Address: University of Waikato

Te Whare Wananga o Waikato
Gate 1, Knighton Road
Hamilton 3216

Postal Address: Private Bag 3105
Hamilton 3240

Email: ajones@waikato.ac.nz

- 13.5 **Entire agreement:** The terms and conditions set out in this Agreement and any approvals and consents in writing provided for in this Agreement and given prior to execution contain the entire Agreement as concluded between the parties. This Agreement replaces and supersedes any prior agreement, representation or arrangement, including (but not limited to) the tender application.
- 13.6 **Variations:** Any modification to or variation of this Agreement must be in writing and signed by an authorised person for each party.
- 13.7 **No merger:** Notwithstanding the execution of the Lease, the covenants, conditions or agreements appearing in this Agreement remain binding upon the parties until the duration of any such covenant, condition or agreement has expired (where the same is expressed to be for a limited period) or until performance in full of such covenant, condition or agreement whichever shall be the earlier.
- 13.8 **No partnership or agency:** Nothing in this Agreement or in the Lease will constitute a partnership or a relationship of agency between the parties.
- 13.9 **Assignment:** Neither party will assign its interest under this Agreement other than to a statutory successor.
- 13.10 **Applicable law:** This Agreement will in all respects be construed and applied and take effect as a contract made in New Zealand and shall be governed by and performed according to the law of New Zealand.
- 13.11 **Confidentiality:** The parties agree to keep confidential this Agreement, and any information relating to the Agreement and the Lease directly or indirectly obtained, except where:
- (a) required by law or necessary to carry out obligations by TCC or UoW pursuant to this Agreement;

- (b) required to be disclosed to either party's professional advisors for the purposes of entering into this Agreement;
- (c) either party has obtained the express consent of the other party to disclose any confidential information; or
- (d) the information is publicly available without a breach of confidentiality.

The restrictions contained in this clause 13.11 will continue to apply notwithstanding termination of this Agreement or Practical Completion of the Development and will persist for the duration of the Lease.

- 13.12 **Parties' Legislative Obligations:** The parties acknowledge that each may be subject to the Privacy Act 1993, the Ombudsmen Act 1975, the Official Information Act 1982, the Local Government, the Official Information and Meetings Act 1987, the Public Audit Act 2001, the Public Finance Act 1989 and other legislation relevant to their activities. To enable the parties to comply with its legislative obligations, the parties agree as follows:

- (a) They will each (**Recipient**) immediately refer to the other (**Other Party**) for response to any request made by a third party for information about the Development or the Agreement, regardless of whether or not the request is stated to be made under any particular legislation.
- (b) The Other Party will provide assistance and information to the Recipient upon request in order to:
 - (i) fulfil the Recipient's responsibilities under the relevant legislation; and
 - (ii) enable the Recipient to comply with any other statutory obligations or internal business obligations insofar as they relate to this Agreement.
- (c) The Other Party will not charge or otherwise make a claim on the Recipient for assistance and/or information provided by it under this clause 13.12.

- 13.13 **Announcements:** Neither party will make any statements to the media or publish any material concerning the Agreement or the other party, without the prior written consent of the other party, provided that this clause will not prohibit UoW from publicly issuing updates of construction of the Development following the commencement date of the Lease.

- 13.14 **Counterparts:** This Agreement may be executed in two or more counterparts, all of which will be deemed to constitute one and the same agreement. A party may enter into this Agreement by signing a counterpart copy and sending it to the other party, including by facsimile or email. This Agreement is deemed to be signed by a party if that party has signed any of the following formats of this Agreement:

- (a) an original;
- (b) a photocopy; or
- (c) a PDF or email image copy,

- 13.15 **Execution:** The parties shall not be bound until they have both executed this Agreement.

EXECUTED AS AN AGREEMENT

Signed by Tauranga City Council by:



Authorised Signatory's signature

Barbara Dempsey

Authorised Signatory's full name

Authorised Signatory's signature

Authorised Signatory's full name

Signed by University of Waikato by:



Authorised Signatory's signature

Rt Hon Sir Anand Satyanand

Authorised Signatory's full name



Authorised Signatory's signature

Professor Neil Quigley

Authorised Signatory's full name

SCHEDULE ONE

Preliminary Design Concept

UoW Marine Education & Research Facility
1.2 Connection & Context

SITE STRATEGIES

- Strengthening Tauranga City Council's strategic vision for the wider Tauranga Moana site and context
- Promoting strong physical and visual connectivity to the park, water's edge, wider recreational amenity and key sight lines
- Prioritizing pedestrian movement and safety across the site

DESIGN PRINCIPLES

- Supporting positive north/south connectivity by attracting and drawing people through the site
- Respecting key sight lines and site features including Te Kāpūhi Whetū - The Māori Celestial Compass, and view shaft to Mt Maunganui/ Mauao
- Providing clear and welcoming points of entry and arrival
- Separating vehicle and pedestrian movement, public and private circulation zones, and supporting positive CPTED Principles
- Encouraging access to and celebration of the waters edge and foreshore through integration of play and landscape features



DIAGRAM KEY | ACCESS & MOVEMENT

- Main Entry - Arrival & Welcome Zone
- Proposed Marine Research & Education Facility
- Shared Public Amenity Coastal Edge Recreation (Refer Diagram 1.4)
- Parking Zone
- Key Pedestrian Linkages - Proposed Coastal Pathway
- Primary Vehicle Access Points
- Primary Pedestrian Access Points
- Key Sight Lines

UoW Marine Education & Research Facility
1.3 Form & Function

SITE STRATEGIES

- Actively engaging and interacting with the surrounding context
- Putting marine education and research on display and making it accessible to the community
- Supporting flexible and adaptive use by the University and wider community partners

DESIGN PRINCIPLES

- Engaging sensitively with surrounding context through building orientation, edge treatments and form
- Maximising transparency and porosity as appropriate to support positive flow and movement through and around the facility
- Careful consideration of public and private functions, including integration and screening of back of house facilities (avoiding 'site shed sprawl')
- Accommodating for likely rezoning strategies within proposed building height and mass



DIAGRAM KEY | FUNCTIONAL ZONES

- Main Entry - Arrival & Welcome space
- Flexible Learning, Meeting, Conference & Collaboration Spaces
- Primary Research & Field Station Facility
- Back of House, Boat & General Storage Areas
- Secure Parking for Facility
- 'Public' Movement Flows
- 'Private' Movement Flows

UoW Marine Education & Research Facility

1.4 Community Engagement & Amenities

SITE STRATEGIES

- Activating and enhancing the wider natural and physical amenity of the Marine Park Recreation area
- Offering a 'draw-card for the community' encouraging engagement and interaction
- Providing environments for community use, learning and collaboration

DESIGN PRINCIPLES

- Prioritising coastal edge for public engagement spaces and shared amenity
- Optimising design through integration of shared use multi purposes spaces
- Design & planning to support positive passive surveillance of all public use spaces



DIAGRAM KEY | SHARED AMENITY

- Social Verandah - Covered External Public Space & Circulation Zone integrating Bike Parking, Water Fountain Amenity etc...
- Marine Themed Public Playground & Educational Resource
- Main Entry - Arrival & Welcome Zone - including access to Public Use WC's
- Flexible Learning, Meeting & Conference Zone - including Community Events & Showcasing Spaces, Live Camera Feeds & Aquarium
- Primary Research & Field Station Facility
- Back of House, Boat & General Storage Areas
- Facility Parking & Loading Zone - including Spill Over Parking for Community Use to South

UoW Marine Education & Research Facility

1.5 Climate Change & Resilience

SITE STRATEGIES

- Provisioning for climate change resilience while making a 'light imprint' on the site
- Building as a living resource for climate change research and learning

DESIGN PRINCIPLES

- Carefully considered site orientation and facade specific elevational treatments
- Greenstar or equivalent design principles to be applied through design development and specification
- Design development to be guided by early Life Cycle Assessments (LCA)
- Zero effective impact; zero discharge design with focus on enhancing water quality
- Rising Sea Level Mitigation Measures: including setbacks and relative floor levels to be informed by UoW Research Team and Geotechnical Engineers



Sensitive selection of materials for coastal context, with LCA focus



Showcasing of environmental awareness and marine preservation



Careful integration of native planting to mitigate coastal erosion and support TCC's 'green necklace' strategy

UoW Marine Education & Research Facility
Visualisation



Shared Education
& Showcasing Spaces



Interactive Display
& Aquarium



Marine Themed Playground
& Recreation Amenity

SCHEDULE TWO**Design Criteria****Simple Form Carefully Integrated with its Context**

- Engagement with iwi and mana whenua focus in building design and narrative.
- Simple two-story build accommodating a mezzanine and double-height areas.
- Design emphasis and impact focused on Public Education/Community facing facades and entrances to the West/South West of the site.
- Design approach to seek, where practical, to blur the edges between building and landscape.
- Visual impact and welcome

Innovation & Value Focused Design

Design concept for the new facility is to balance simplicity and affordability with the provision of an education and research environment. This will require consideration of the following features:

- Tailored façade responses, given a building with no 'back'.
- Integrated cultural and environmental narrative as part of the built form.
- Simplicity of materials palette and detailing.
- Context-appropriate materials with, where practical, an emphasis on durability and tactility to front of house spaces.
- Integrate sustainability outcomes as much as feasible.

Active Community Hub – A Destination for Education & Engagement

- New facility to provide an active and engaging community learning environment through a combination of design, display, and functionality. Key design features where possible to comprise:
 - Attractive and welcoming entry and arrival.
 - Interactive environment with meeting/breakout/workshop spaces accommodated at ground and possible mezzanine levels.
 - Interactive marine displays, including wall (both as display and practical research environment) providing the physical interface between community education and research facilities.
 - Destination playground and possibly a café environment

Flexible & Agile Research Facility – Nexus Point for Learning and Research

- Where possible, Research Facilities accommodated within clear open construction enabling long-term flexibility with the ability to 'dock' more specialist components as required over time.

SCHEDULE THREE

Target Dates

Commencement of Construction:	The date 36 months from the Commencement Date.
Practical Completion Date:	Prior to the date 60 calendar months from the Commencement Date.

SCHEDULE FOUR

Form of Lease

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 11

Lease Instrument

(Section 91 Land Transfer Act 2017)

Record of Title (unique identifier)	All/part	Area/Description of part
173890	Part	Area A SO 530292 Part Lot 2 DPS 34961

Lessor

TAURANGA CITY COUNCIL

Lessee

UNIVERSITY OF WAIKATO

Estate or Interest

Insert "fee simple", "leasehold in lease number" etc

Fee simple

Lease Memorandum Number

(if applicable)

Not applicable

Term

Refer Schedule A

Rental

Refer clause 3.1

Lease and Terms of Lease

If required, set out the terms of lease in Annexure Schedules

For the purposes set out in the Background, the Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected computer register(s) for the Term and at the Rental and on the Terms of Lease set out in the Annexure schedules.

40814432_4

Annexure Schedule

Page 2

Insert instrument type

Lease

Background

- A. The land in the record of title referred to on the front page of this Lease instrument forms part of the larger reserve known as Marine Park.
- B. Pursuant to the Agreement to Lease the Lessor agreed to grant to the Lessee the lease in respect of the Land.

SIGNING:

SIGNED for and behalf of **TAURANGA CITY COUNCIL** under delegated authority as Lessor by:

Full name of authorised signatory

Signature of authorised signatory

SIGNED for and behalf of the **UNIVERSITY OF WAIKATO** under delegated authority as Lessee by:

Full name of authorised signatory

Signature of authorised signatory

Full name of authorised signatory

Signature of authorised signatory

40814432_4

Annexure Schedule

Page 3

Insert instrument type

Lease

SCHEDULE A

LAND:	0.6952 ha more or less being Area A SO Plan 530292 Part Lot 2 DPS 34961 being part of the land contained in Record of Title 173890 classified as a Local Purpose (Marine Research and Education Facility) reserve subject to the Reserves Act 1977, together with the drains or other structures existing on the Land at the Commencement Date.
TERM:	99 years from the Commencement Date
COMMENCEMENT DATE:	<i>[Insert Commencement Date under the Agreement]</i>
FINAL EXPIRY DATE:	<i>[Insert the date being 99 years from the Commencement Date]</i>
PERMITTED USE:	Marine Research and Education Facility, including ancillary uses which are: <ul style="list-style-type: none"> (a) facilities for public interpretation and education; or (b) associated with, complementary to, or which generally form part of the activities and functions of a tertiary education provider in relation to the Centre, for example research and teaching; or (c) associated with, complementary to, or which generally form part of such a Centre, for example a café serving users of and visitors to the Centre.
DEFAULT INTEREST RATE:	Double the 90 day bank bill buy rate applicable during the continuance of the default.
LESSEE'S INSURANCE: (clause 11.1)	Type: Indemnity to estimated replacement value. Public liability.

40814432_4

Annexure Schedule

Page 4

Insert instrument type

Lease

SCHEDULE B

The Lessor and the Lessee covenant:

1. DEFINITIONS AND INTERPRETATION

Definitions

1.1 In this lease, unless the context otherwise requires:

Agreement to Lease means the agreement to lease between the parties in respect of the Land dated *[Insert date 2024]*

Approvals means the building consents and other approvals from the relevant Authority (if applicable);

Authority means any government, regulatory, local, regional, territorial, or other authority having jurisdiction or authority over, or in respect of, the Land or its use;

BA means the Building Act 2004;

Building means the building situated on the Land to be constructed in accordance with clause 6 as part of the "Development" as contemplated in the Agreement to Lease;

Code Compliance Certificate has the meaning given to that term in the Building Act 2004;

Commencement Date means the commencement date of the Term as specified in Schedule A;

Compliance Schedule means the definition of Compliance Schedule as used in the Building Act 2004;

Compliance Schedule Statement means the definition of a Compliance Schedule Statement as used in the Building Code pursuant to the Building Act 2004;

Contaminant has the same meaning as set out in the Resource Management Act 1991 as at the Commencement Date, and 'Contamination' shall have a corresponding meaning.

Council means Tauranga City Council and includes any successor to that body;

Crown Entity has the meaning given to that term in the Crown Entities Act 2004;

Easements means any easements, land covenants, encumbrances, consent notices and other memorialised interests, rights or obligations registered against record of title 173890 as may affect the Land;

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Force Majeure Event means an event beyond the reasonable control of the party immediately affected by the event, including without limitation:

- (a) fire, floods, tsunami, storms, tempest, earthquake and other acts of God or nature;
- (b) nuclear, chemical or biological contamination;
- (c) acts of public enemies, terrorism, war (whether declared or not), invasion, riots, act of civil or military authority, sabotage, rebellion, insurrection, revolution or civil war, embargo or requisition;
- (d) act of government or government agency, or a change to applicable law; or
- (e) epidemic or pandemic; or
- (f) malicious damage, civil disturbance or labour disruption.

GST means goods and services tax charged or chargeable under the Goods and Services Tax Act 1985;

Insured Risks means loss, damage or destruction to the Building resulting from fire, earthquake, storm, flood, lightning, volcanic activity, explosion and any other risks which the insuring party reasonably requires to be insured against being risks for which cover is obtained from a reputable insurer at commercially competitive rates;

Land means the land specified in Schedule A;

Lease means this lease, including any memorandum (as amended, added to, or varied) incorporated into it, and any Schedule attached to and forming part of this lease;

Lessee means the lessee named on the front page of this Lease and includes that party's executors, administrators, successors and assigns and, where not repugnant to the context, includes the servants and agents of the Lessee;

Lessor means the lessor named on the front page of this Lease and that party's executors, administrators, successors and assigns and, where not repugnant to the context, includes the servants and agents of the Lessor;

Outgoings means the total outgoings, costs, expenses in any way relating to the Land or the interest of the Lessor in the Land (to the extent not otherwise paid by the Lessee), including the following to the extent they may be applicable:

- (a) rates, charges, levies, assessments, duties, impositions and fees from time to time payable by the Lessor to any Authority relating to the Land irrespective of the ownership of the Land or paid or payable by the Lessor in respect of the receipt of money or the provision of services pursuant to this Lease (but excluding Lessor's income tax or any other tax duty or levy assessed in respect of the Lessor's profits, income, or capital gains and any other tax

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payable by the Lessor as a result of any disposition of or dealing with the reversions of this Lease);

- (b) any costs incurred by the Lessor in complying with the requirements contained in any compliance schedule provided in the Building and in obtaining an annual Warrant of Fitness for the Building;
- (c) any insurance premiums and amounts payable by the Lessor in respect of any insurances which are required by Law to be taken out and maintained by the Lessor in respect of the Land and which under the applicable Law the obligation of the Lessor cannot be discharged by procuring the Lessee to take out and maintain these policies or self-insure for those risks;
- (d) any costs incurred by the Lessor in relation to the Lessor obtaining and maintaining registrations, permits and licences for the Services required by Law or any Authority for the lawful occupation of the Land and the lawful provision and operation of those Services;
- (e) any costs required to be met by the Lessee under this lease but incurred by the Lessor in relation to repair or maintenance, including capital and structural repair and replacements and structural work, in respect of the Land;

but excludes any such costs which are otherwise separately recoverable by the Lessor under this Lease;

Permitted Use means the permitted use specified in Schedule A;

PLA means the Property Law Act 2007;

Rating Act means the Local Government (Rating) Act 2002;

RMA means the Resource Management Act 1991;

Services means all services or systems of any nature from time to time provided to, exclusively service or available for exclusive use of the Land, and includes those of the following which are part of the Land on the Commencement Date:

- (a) any electronic medium, energy source, lighting, gas, fuel, power, water, sewerage, drainage, loading docks, plant rooms, storage areas, fire services, sprinkler systems or devices, lifts, escalators and air-conditioning;
- (b) fittings, fixtures, appliances, plant and equipment utilised for any of these Services; and
- (c) any services or systems from time to time utilised for access to the Land;
- (d) line or system charges associated with the foregoing utilities;
- (e) rubbish collection charges; and
- (f) New Zealand Fire Service charges.

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Term means the term of this Lease specified in Schedule A;

Working Day means any day of the week other than:

- (a) Saturday, Sunday, Tauranga's Anniversary day, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, Labour Day, Matariki and any other statutory holiday observed in Tauranga; and
- (b) a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January in the following year, both days inclusive;

Interpretation

1.2 In this Lease, unless the context otherwise requires:

- (a) any term which corresponds to a heading in Schedule A means and includes the details inserted against that heading in Schedule A;
- (b) clause headings do not form part of this Lease and do not affect the interpretation or construction of this Lease;
- (c) words referring to one gender include every other gender;
- (d) words referring to the singular include the plural and vice versa;
- (e) words denoting persons include any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state, agency of a state, municipal authority, government or statutory body, in each case whether or not having separate legal identity;
- (f) any provision of this Lease to be performed by two or more persons binds those persons jointly and severally;
- (g) a reference to a statute includes all regulations under and amendments to that statute and any statute passed in substitution for that statute;
- (h) a reference to a clause is a reference to a clause of this Lease;
- (i) a reference in a clause to a paragraph is a reference to a paragraph of that clause;
- (j) all covenants and powers implied in leases by law apply to this Lease except to the extent that they are inconsistent with the express provisions of this Lease;
- (k) in respect of the Default Interest Rate specified in Schedule A, the applicable 90 day bank bill buy rate is that rate advised by the Lessor's bank and, if more than one such rate, then the highest rate during the relevant period;
- (l) any obligation not to do anything includes an obligation not to allow or cause that thing to be done; and

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- (m) the words "include" or "including" are to be construed as meaning include or including without limitation and in interpreting this lease the *ejusdem generis* rule will not apply.

2. TERM

- 2.1 The Term will commence on the Commencement Date and will expire at midnight on the last day of the Term.
- 2.2 The Lessor agrees during the period of 12 months following the 90th anniversary of the Initial Commencement Date to discuss with the Lessee the possibility of an extension of the Term beyond the Final Expiry Date. Notwithstanding these discussions neither party will be bound to agree to any extension of the Term.

3. RENT PREPAYMENT

- 3.1 The Lessee will pay the Rental as follows:
- (a) \$120,000 (plus GST) on the Commencement Date;
 - (b) \$480,000 (plus GST) upon the date Practical Completion (as defined in the Agreement to Lease) of the Building or the date that is 48 months from the date the Lessee commenced construction of the Development (as defined in the Agreement to Lease), whichever is earlier;
 - (c) \$120,000 (plus GST) upon the date that falls one year after the date Practical Completion (as defined in the Agreement to Lease) of the Building or the due date of the payment in clause 3.1(b) above, whichever is earlier; and
 - (d) \$480,000 (plus GST) upon the date that falls two years after the date Practical Completion (as defined in the Agreement to Lease) of the Building or the date of the payment in clause 3.1(b) above, whichever is earlier.
- 3.2 The parties acknowledge that the above Rental payments constitute the full Rental under this Lease for the full duration of the Term and the Lessee will not be required to pay any further rental during the Term.
- 3.3 The Lessee acknowledges that except as set out in clause 6.3, Rental once paid is non-refundable in all circumstances, including the valid termination of this Lease by the Lessor in accordance with clauses 6.5, 12.1 or 19.
- 3.4 The Lessee shall be entitled to deduct from any amount payable under this Lease, any amount which is payable by the Lessor to the Lessee pursuant to the Agreement to Lease.

4. OUTGOINGS

- 4.1 The Lessee must during the Term punctually pay all Outgoings in respect of the Land.
- 4.2 If the Lessor is assessed for current land tax or any tax in the nature of a land tax during the Term, the Lessee must pay to the Lessor on demand such portion of that tax as the

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	value of the Land bears to the total value of all land included in the Lessor's assessment for the tax.
4.3	For the purposes of clause 4.2:
	(a) value means the land value of the Land as shown in the district valuation roll maintained under the Rating Valuations Act 1998. However, if the Land is not separately valued, "value" will mean the same proportion of the total land value of the separately valued land of which the Land forms part as the area of the Land bears to the total area of the land included in such valuation; and
	(b) the tax will be deemed to be due in the same manner as rates and to be a liability throughout the financial year during which it is first due and will be apportioned between the Lessor and the Lessee in respect of periods current at the Commencement Date and at the end of the Term.
4.4	In accordance with section 11(1)(b) of the Rating Act, the name of the Lessee must be entered, as the ratepayer in respect of the Land, in the rating information database and the district valuation roll of each Authority having power to assess and levy rates in respect of the Land.
4.5	The Lessor agrees that, subject to the Land being used by the Lessee for the Permitted Use, the Land is non-ratable land pursuant to section 8(1), and Part 1 of Schedule One of the Rating Act and the Lessor will provide all such reasonable assistance to the Lessee (as lessor and not as regulatory authority) in engaging with the Council or any other relevant local authority to advocate for the property to be determined non-ratable.
4.6	The outgoings referred to in clause 4.1 will be apportioned between the Lessor and the Lessee in respect of periods current at the Commencement Date and at the end of the Term.
5.	GST
5.1	Subject to the Lessor providing the Lessee a valid tax invoice pursuant to the Goods and Services Tax Act 1985 in respect of any GST payable pursuant to this clause, the Lessee must pay to the Lessor all GST (if any) payable by the Lessor in respect of payments payable under this Lease by the Lessee. The GST in respect of the rent will be payable on the due date for payment and in respect of any other payment will be payable upon demand.
5.2	If the Lessee defaults in the payment of money payable under this Lease, and the Lessor becomes liable to pay additional GST, then the Lessee must pay any resulting additional tax to the Lessor upon demand.
6.	CONSTRUCTION OF BUILDING
6.1	The parties acknowledge that commencement of this Lease precedes the Lessee's construction of the Building on the Land, and the Lessee and Lessor will continue to be bound by the terms of the Agreement to Lease in respect of such construction of the Building.
6.2	In the event that the Lessee has not entered into a construction contract for construction of the Building and materially commenced construction of the Building pursuant to the

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- Agreement to Lease on or before the date that falls 36 calendar months from the Commencement Date, the Lessor may terminate this Lease at any time by giving not less than 6 months' notice in writing to the Lessee (**Lessor's Termination Notice**).
- 6.3 On the expiry of the Lessor's Termination Notice, this Lease will immediately terminate and the Lessee must give up vacant possession of the Land to the Lessor. The Lessee will promptly reinstate and make good the Land by removing all improvements, buildings or structures and restoring the Land to the same condition as at the Commencement Date with all services capped off and returning the Land to a safe and usable condition, including restoring the surface to grass safe and suitable for public use and will sign an appropriate deed of surrender prepared by the Lessor's lawyers (if required by the Lessor). The Lessee will be entitled to a refund of rent paid pursuant to clause 3.1(a) from the Lessor, but will not otherwise be entitled to any refund of outgoings paid or compensation or damages from the Lessor arising in any way directly or indirectly in connection with the termination of this Lease under this clause.
- 6.4 The Lessor is not a developer under this Lease. The Building and all improvements associated with the Building and undertaken and constructed on the Land by the Lessee will be solely owned by the Lessee.
- 6.5 If the Building has not reached Practical Completion (as that term is defined in the Agreement to Lease) within 48 calendar months of the date the Lessee commenced construction (provided that UoW will be entitled to an extension of such date of an equivalent timeframe of any extension to the Target Date for Practical Completion under clause 8.4 of the Agreement to Lease), the Lessor may at any time thereafter give the Lessee not less than 12 months' notice in writing of the requirement to achieve such Practical Completion.
- 6.6 In the event that the Building has not reached such Practical Completion on or before the expiry of the Lessee's notice given pursuant to clause 6.5, the Lessee will, within not less than 12 months thereafter, give up vacant possession of the Land and if required by the Lessor, promptly reinstate and make good the Land by removing all improvements, buildings or structures and restoring the Land to the same condition as at the Commencement Date with all services capped off and returning the Land to a safe and usable condition, including restoring the surface to grass safe and suitable for public use. The Lessee will sign an appropriate deed of surrender prepared by the Lessor's lawyers (if required by the Lessor). The Lessee will not be entitled to any refund of outgoings paid or compensation or damages from the Lessor arising in any way directly or indirectly in connection with the termination of this Lease under clause 6.5. If the Lessor does not require the Lessee to remove its improvements, buildings or structures from the Land then all improvements, buildings or structures on the Land will on termination of the Lease pursuant to this clause 6.6 revert to the Lessor without any compensation or consideration whatsoever being payable to the Lessee.
- 7. ADDITIONS AND ALTERATIONS**
- 7.1 The Lessee must not:
- (a) subdivide the Land; or
 - (b) develop or erect any buildings or structures on the Land other than the Building; or

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	<p>(c) carry out any additions or alterations to any external part of the Building, without first producing to the Lessor on every occasion plans and specifications, copies of all currency of insurances and obtaining the prior written consent of the Lessor.</p>
7.2	<p>The Lessee must carry out the works:</p> <p>(a) in a skilful and efficient manner;</p> <p>(b) in conformity with the building consents and other approvals from the relevant Authorities (if applicable);</p> <p>(c) in accordance with usual trade practices; and</p> <p>(d) in compliance with the requirements of all Laws as they affect the Land, including but not limited all health and safety legislation, regulations and applicable codes of practice and standards during any such period of construction.</p>
7.3	<p>The Lessee must carry out any works necessary to ensure the stability of the Land and any adjoining land owned by the Lessor during any building works.</p>
7.4	<p>On completion of any building work, the Lessee must obtain and provide to the Lessor the Code Compliance Certificate (if applicable) and a complete set of as-built drawings accurately showing the building work.</p>
7.5	<p>The Lessee warrants to the Lessor that the construction and completion of any works described in clause 7.1 and the Development Works (as that term is defined in the Agreement to Lease) will be carried out under the control and supervision of competent and duly qualified building personnel and entirely at the risk of the Lessee. The Lessee indemnifies the Lessor to the fullest extent permitted at law from and against all actions, claims, demands, losses, damages, fines, penalties, costs and expenses for which the Lessor will or may be or may become liable in respect of and arising from any loss, damage or injury to property or persons caused or contributed to by the neglect, breach or default on the part of the Lessee or persons under the control of the Lessee in carrying out the construction and completion any works described in clause 7.1 and of the Development (as that term is defined in the Agreement to Lease).</p>
7.6	<p>The Lessee must not allow the Land or to be open to members of the public or allow the use of the Building by members of the public if that would be in breach of section 363 of the Building Act.</p>
7.7	<p>The Lessee must pay the Lessor's reasonable external costs for any consent or application for consent under this clause (including the Lessor's reasonable legal costs) except for the Lessor's costs relating to the Development Works (as that term is defined in the Agreement to Lease).</p>
8.	<p>SIGNS & NAMING RIGHT</p>
8.1	<p>The Lessee must not erect, affix or paint any sign or notice or advertising device on the Land that does not comply with Schedule C of this Lease.</p>

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8.2 The Lessor and the Lessee agrees the Building is to be known as '[insert name]' and the Lessee must not alter the name of the Building without first notifying the Lessor's and, provided that such name complies with Schedule C of this Lease.

9. MAINTENANCE

9.1 The Lessee must keep the external appearance of the Building and any other buildings or structures erected on the Land from time to time in a neat, clean and tidy condition, including the prompt removal of any graffiti.

9.2 The Lessee must keep any sealed, paved and landscaped areas (including planter boxes and pots) forming part of the Land in a neat, clean and tidy condition with all weeds regularly removed and tree and plant maintenance (pruning, trimming etc.) undertaken on a regular basis.

9.3 The Lessor may by the Lessor's employees or agents at all reasonable times during the Term enter upon the Land to view its condition and state of repair, or to inspect and/or maintain, repair or renew services and infrastructure, provided that:

- (a) the Lessor must, except in the case of an emergency, first give reasonable prior written notice to the Lessee and must be accompanied by a representative of the Lessee and must comply with the Lessee's security and safety requirements;
- (b) the Lessor will cause as little interference or inconvenience to the Lessee and its invitees or damage to the Land, Building or any other property of the Lessee or its invitees; and
- (c) the Lessor will, without delay, make good any damage caused to the Land, Building or any other property of the Lessee or its invitees result of exercising this right.

9.4 If the Lessor, following an inspection under clause 9.3, serves the Lessee with notice alleging a breach of the Lessee's obligations under clauses 9.1, 9.2 and/ or 9.3 and specifying any works required by the Lessor, and if the Lessee has not within a reasonable time (having regard to the extent and nature of the work required) remedied the breach set out in the Lessor's notice, then without prejudice to the Lessor's other rights and remedies, the Lessor may by the Lessor's employees or agents with all necessary equipment enter the Land to carry out the works specified in the Lessor's notice subject to the same proviso as set out in clause 9.3. All money reasonably incurred by the Lessor in carrying out the works will be payable by the Lessee to the Lessor upon demand together with interest on that money at the Default Interest Rate from the date of expenditure to the date of payment.

10. YIELD UP OBLIGATION

10.1 Subject to clause 6.3, 6.5 and 12.1, the Lessee will on the expiration of the Term or sooner determination of this Lease surrender and yield up to the Lessor the Land (including all Buildings, structures, improvements, paved or landscaped areas and fixtures and fittings constructed or installed by the Lessee) in a clean and tidy condition and otherwise consistent with performance of the Lessee's obligations under clause 9 and free from any rubbish and debris. Where such yielding up occurs within a period of

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50 years from the Commencement Date, the Lessee will also yield up the Building in a materially weatherproof and structurally sound condition. The Lessor will not be required to compensate the Lessee for any Buildings, structures, improvements, paved or landscaped areas or fixtures and fittings of the Lessee yielded up under this clause. The Lessee will undertake all works necessary to remediate any Contamination of the Land arising out of the use and occupation of the Land by the Lessee.

11. INSURANCE

11.1 The Lessee must, for the duration of the Term effect and keep and maintain current a policy of insurance of the type shown in Schedule A for the Insured Risks, noting the interest of the Lessor.

11.2 If insurance cover required under clause 11.1 becomes unavailable or unaffordable (in the Lessee's opinion, acting reasonably) during the term of this lease, other than because of the Lessee's act or omission, the Lessee will not be in breach while cover is unavailable or not obtained by the Lessee due to it being unavailable or unaffordable. The Lessee will advise the Lessor in writing whenever cover becomes unavailable or unaffordable and, where practicable, provide reasons as to the unavailability or unaffordability and the parties will then discuss in good faith the alternative form(s) of cover that may be available with a view to ensuring that adequate and affordable insurance cover is provided at the cost of the Lessee at all times during the Term. The insurance must note the interest of the Lessor.

11.3 The Lessee will keep current at all times during the continuance of this Lease a policy of public risk insurance (noting the interest of the Lessor) appropriate to the Land and the use of the Land.

11.4 For the purposes of section 271 of the Property Law Act 2007, the Lessee acknowledges and agrees that:

(a) the Lessor has not insured the Land or the Building against destruction or damage arising from fire, flood, explosion, lightning, storm, earthquake or volcanic activity; and

(b) the Lessee, subject to the provisions of section 271(2)(a) – (c) of the Property Law Act 2007 and clause 12 of this Lease, will meet the cost of making good any destruction or damage to the Land and the Building.

11.5 The Lessee will provide written evidence of all insurances to the Lessor when reasonably requested by the Lessor.

12. DAMAGE OR DESTRUCTION OF BUILDING

12.1 If the Building is destroyed or damaged, the Lessee will pay out the insurance money received by it in respect of the destruction or damage to the Building in reinstating and completing the Building, as soon as is reasonably practicable. However, if:

(a) the Lessee is unable to obtain all necessary consents from each relevant local, territorial, governmental or other authority having jurisdiction over the Land or the use of the Land;

(b) the necessary labour and materials are not, or will not remain, available;

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	<p>(c) the by-laws, relevant district plan or regulations do not permit or allow the Building to be reinstated in a manner and design similar to the plans and specifications of the Building prior to such damage or destruction;</p> <p>(d) the Lessee is unable to obtain access to the Land or the areas generally surrounding the Land for the purposes of repairing, reinstating, rebuilding or completing;</p> <p>(e) the repairing, reinstating, rebuilding or completion is otherwise prevented by any local or governmental action or any other circumstances beyond the reasonable control of the Lessee; or</p> <p>(f) the cost to the Lessee to repair, reinstate, rebuild or complete the Building will exceed the insurance money received by the Lessee and such excess cost is not caused by the negligence or improper or unlawful act of the Lessee; or</p> <p>(g) if mutually agreed by the parties,</p> <p>then the Lessee may by giving 20 Working Days' notice to the Lessor, terminate this lease and will have no further obligations to the Lessor in respect of this lease provided that upon such termination the Lessee must do one of the following:</p> <p>(h) if agreed by to by the Lessor, transfer to the Lessor the insurance moneys received by the Lessee which have not otherwise been applied in endeavouring to repair, reinstate, rebuild or complete the Building pursuant to this clause; or</p> <p>(i) reinstate the Land by clearing the damaged or destroyed Building and demolition debris and returning the Land to a safe and usable condition, including restoring the surface to grass safe and suitable for public use.</p>
12.2	If the Building is damaged or destroyed and this lease is not terminated pursuant to clause 12.1 then the Lessor and the Lessee will discuss in good faith working together to minimise loss to each of them. Such discussions may include, but not be limited to, a suspension of the term of this Lease.
12.3	Any termination pursuant to clause 12.1 will be without prejudice to the rights of either party against the other in respect of any earlier breach of their respective obligations in this lease.
13.	FENCING
13.1	Any fencing erected by the Lessee must comply with the requirements of the Fencing Act 1978. The Lessee must not claim any contribution from the Lessor to such fencing.
13.2	The Lessor will not be liable to contribute to the cost of erecting or maintaining any fence between the Land and any adjoining land owned by the Lessor.
13.3	The covenant in clause 13.2 does not operate for the benefit of any subsequent purchaser or lessee of the adjoining land.

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14. LAND STATUS

14.1 The Lessee acknowledges that:

- (a) the Land is subject to the Reserves Act 1977 and the restrictions in that Act that apply to the Land;
- (b) the Land has been reclaimed from the sea;
- (c) the Lessor has made no representation, express or implied, that:
 - (i) the Land is stable;
 - (ii) the Land is, or will remain, suitable or adequate for use by the Lessee;
 - (iii) any use of the Land by the Lessee complies with the by-laws or rules of the Council's district plan or other requirements of the Council or of any other Authority.

14.2 The Lessee covenants with the Lessor that the Lessee will not make any claim against the Lessor for any loss, resulting directly or indirectly from subsidence or instability of the Land.

14.3 The Lessor will indemnify and hold harmless the Lessee from and against all actions, claims, demands, losses, damages, costs and expenses for which the Lessee will or may be or become liable at any time in respect of and arising from any Contaminant in or on the Land existing prior to the Commencement Date or which occurs as a result of the acts of omissions of the Lessor.

14.4 In yielding up the Land to the Lessor under this Lease, whether pursuant to clause 10.1, 12.1(i) or 30.2, the Lessee will have no obligation in respect of the remediation of any Contamination to the Land existing prior to the Commencement Date or not otherwise arising out of the use and occupation of the Land by the Lessee.

15. USE

15.1 The Lessee must use the Land only for the Permitted Use.

15.2 A breach of clause 15.1 will be a material breach for the purposes of clause 19.1.

15.3 The Lessee must comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the land by the Lessee or other occupant and will also comply with the provisions of all licences, requisitions and compliance notices issued by any Authority in respect of the Land or the Building or their use by the Lessee or other occupants. The Lessee will promptly provide the Lessor with a copy of all requisitions and compliance notices received from any Authority under this clause.

15.4 The Lessee must:

- (a) not carry on any noxious, noisy or offensive business or activity on or about the Land or do anything which is or may become a nuisance or annoyance to

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	any person, but the carrying on of the Permitted Use by the Lessee in a reasonable manner will not of itself be a breach of this clause;
(b)	not do anything which is or may become a breach of any duty imposed on any person by the Resource Management Act 1991; and
(c)	not do anything which is or may become a breach of any duty imposed on any person by the Health and Safety at Work Act 2015.
16.	ASSIGNMENT OR SUBLETTING
16.1	Subject to the provisions of this clause 16, the Lessee must not assign, sublet, mortgage, charge or part with possession of the Land or any part of the Land, except with the prior written consent of the Lessor.
16.2	Without limiting the grounds on which the Lessor may withhold consent, the Lessor may, as a condition of any consent, require prior compliance with the following conditions in respect of a proposed assignment of the Lessee's interest in this Lease or a proposed sublease of the whole of the Land or Building:
(a)	the Lessee must prove to the Lessor's reasonable satisfaction that the proposed assignee or subtenant is responsible and reputable, and, in the case of an assignment, is of sound financial standing, and has the capability, capacity, and resources to be able to undertake the Permitted Use;
(b)	the Lessee must not be in breach of the Lessee's obligations under this Lease as at the time of the request for consent of the proposed assignment or grant of the sublease; and
(c)	in the case of an assignment, the assignee must sign a deed of covenant with the Lessor agreeing to perform the Lessee's obligations under this Lease but without releasing the assignor or any other person from liability under this Lease.
16.3	The Lessee may without the Lessor's prior written consent sublease part of the Building, for a period of no longer than 10 years (including rights of renewal), and for an area that is not:
(a)	in any single case more than 10%, or
(b)	in aggregate (at any time) more than 25%,
	of the gross floor area of the Building.
16.4	For the avoidance of doubt a subletting authorised pursuant to clause 16.3 will not be a breach of clause 16.1.
16.5	For the purposes of clause 16.1 any proposed change in the effective control of a Lessee that is a Crown Entity or a State Owned Enterprise will not be a proposed assignment of this Lease. For the purpose of this clause and for the avoidance of doubt none of the following are an assignment or parting with possession of all or any part of the Land and/or Building or any interest in this Lease:

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	<ul style="list-style-type: none"> (a) a change in government; (b) a transferral of responsibility for administration or control of Crown Entities or State Owned Enterprises from one Ministry or Department to another; (c) a change in the membership or composition of any Council (as that term is defined in the Education and Training Act 2020) of the Lessee; (d) a change in the membership or composition of any board of directors or other governing body of the Lessee; (e) the disestablishment of the Lessee pursuant to the Education and Training Act 2020 and its incorporation into another institution pursuant to that Act; or (f) a change in the identity of the Minister who is responsible for administering or controlling Institutions or who holds shares in a Crown Entity or a State Owned Enterprise.
16.6	The Lessee must pay the Lessor's reasonable costs for any consent or application for consent under this clause (including the Lessor's reasonable legal costs).
16.7	Subject to clause 16.6, where the Lessee is a company, any change in the shareholding of the Lessee altering the effective control of the Lessee (or in the shareholding of any entity, other than a company or trust listed on any recognised stock exchange), so that ultimate control is not exercised by any one of those entities exercising control at the Commencement Date, will be deemed to be an assignment and the provisions of sub-clause 16.1 will apply.
16.8	In the event of an assignment of the Lessee's interest in this Lease, the liability of the assignor (being the person who assigned the Lessee's interest under this Lease) under or otherwise in respect of this Lease, whether in contract, tort, equity, under statute or otherwise, shall at all times be limited to \$24,000 (plus GST) and in no circumstances shall the assignor have any such liability after the expiry of 2 years following the date that the assignor, assigned its rights and interest under this Lease.
17.	INTEREST ON UNPAID MONEY
17.1	If the Lessee defaults in payment of the rent or any other money payable under this Lease for 10 Working Days, then the Lessee will pay on demand interest at the Default Interest Rate on the moneys unpaid from the due date for payment down to the date of payment.
18.	COSTS
18.1	The Lessee will pay the Lessor's proper legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Lessor's rights, powers and remedies under this Lease.
19.	DEFAULT
19.1	Save for in the event of insolvency (which is dealt with under clause 19.2, the Lessor may cancel this Lease where:

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- (a) the rent shall be in arrears 20 Working Days after any rent payment rent date specified in clause 3.1 and the Lessee has failed to remedy that breach within 20 Working Days after service on the Lessee of a notice in accordance with section 245 of the PLA;
- (b) the Lessee is in material breach of the Lessee's obligations under this Lease and, the Lessee has failed to remedy that breach within 130 Working Days (subject to clause 19.2) of receiving written notice served on the Lessee by Lessor; and
- (c) the Lessor has first:
- (i) served 40 Working Days' notice on any subtenant, occupier, mortgagee or charge holder in respect of the Land so as to allow them an opportunity to take steps to remedy the breach; and
 - (ii) obtained an order of the court for possession of the Land in accordance with section 244 of the PLA,
- and the Term will terminate on such cancellation but without prejudice to the rights of either party against the other.
- 19.2 The period of 130 Working Days referred to in clause 19.1(a) will be reduced to 40 Working Days where the Lessee:
- (a) being a natural person:
 - (i) is declared bankrupt or insolvent according to law; or
 - (ii) assigns his or her estate or enters into a deed of arrangement for the benefit of creditors; or
 - (b) being a company:
 - (i) is or is deemed to be unable to pay the Lessee's debts under section 287 of the Companies Act 1993;
 - (ii) goes into liquidation (other than voluntary liquidation for the purpose of reconstruction or amalgamation approved in writing by the Lessor);
 - (iii) is wound up or dissolved;
 - (iv) enters into any assignment or other compromise or scheme of arrangement with the Lessee's creditors or any class of the Lessee's creditors;
 - (v) has a receiver, manager or receiver and manager appointed relating to any of the Lessee's assets; or

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- (vi) has an application made to a court for, or a resolution proposed for, or any other step is taken in anticipation of, the appointment of an administrator or has an administrator appointed.

19.3 The parties acknowledge that the provisions of this clause 19 will be in addition to any rights granted to the Lessee, mortgagee or charge holder under the PLA.

20. ESSENTIAL TERMS

20.1 The Lessee's breach of the following terms is a breach of an essential term of this lease:

- (a) the covenant to pay rent or other money payable by the Lessee under this Lease;
- (b) the terms dealing with assignment and subleasing; or
- (c) the terms restricting the use of the Land.

20.2 The Lessor's acceptance of any arrears of rent or other money payable under this lease is not a waiver of the essential obligation to pay any other rent or money payable under this Lease.

20.3 The Lessee must compensate the Lessor for any breach of an essential term of this Lease. The Lessor may recover damages from the Lessee for those breaches. The Lessor's entitlement to compensation under this clause is in addition to any other remedy or entitlement of the Lessor (including the right to terminate this lease).

21. NEGLECT OF OTHER TENANTS

21.1 The Lessor will not be responsible to the Lessee for any act or default or neglect of any other tenant of the Lessor, or members of the public.

22. REPUDIATION

22.1 The Lessee will compensate the Lessor and the Lessor will be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Lessee constituting a repudiation of the Lease or the Lessee's obligations under the Lease. The Lessor's entitlement to recover damages will subsist despite any determination of the Lease and will be in addition to any other right or remedy which the Lessor may have.

23. QUIET ENJOYMENT

23.1 Until the expiry or earlier termination of the Lease, the Lessee (if complying with the Lessee's obligations under this Lease) will quietly hold and enjoy the Land without any improper interruption by the Lessor or any person claiming under the Lessor.

24. RIGHT OF SURRENDER

24.1 The Lessee may at any time after the expiry of 10 years after the Commencement Date give notice to the Lessor of no less than 12 months that the Lessee wishes to surrender

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	this Lease. This Lease will then be surrendered on the expiry of that notice period. The parties will then take such steps as are necessary to surrender this Lease.
24.2	Any surrender pursuant to clause 22.1 will be without prejudice to the rights of either party against the other in respect of any earlier breach of their respective obligations in this Lease.
25.	GENERAL INDEMNITY
25.1	The Lessee will indemnify and hold harmless the Lessor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Lessor will or may be or become liable in respect of and arising from: <ul style="list-style-type: none"> (a) any failure by the Lessee to comply with any obligation imposed on the Lessee under this Lease or by law; (b) any use of the Land by the Lessee; or (c) any wrongful act, wrongful omission, neglect, breach, or default on the part of the Lessee under this Lease.
26.	HEALTH AND SAFETY
26.1	The Lessee must, to the extent that its health and safety duties overlap with the Lessor: <ul style="list-style-type: none"> (a) so far as is reasonably practicable, consult, co-operate with and co-ordinate its activities at the Land with the Lessor; and (b) ensure that any feedback, agreed changes or improvements to health and safety processes and procedures are implemented immediately.
27.	ARBITRATION
27.1	Unless any dispute or difference is resolved by agreement, the dispute or difference must be submitted to the arbitration of one arbitrator who will conduct the arbitral proceedings in accordance with the Arbitration Act 1996.
27.2	If the parties are unable to agree on the arbitrator, an arbitrator will be appointed, upon request of any party, by the president or vice-president for the time being of the New Zealand Law Society. That appointment will be binding on all parties to the arbitration and will be subject to no appeal. The provisions of article 11 of the First Schedule to the Arbitration Act 1996 are to be read subject to this clause and are varied accordingly.
27.3	The procedures prescribed in this clause will not prevent the Lessor from taking proceedings for the recovery of any rent or other money payable under this Lease that remain unpaid or from exercising the rights and remedies in the event of a default prescribed in clause 19.1.
27.4	The arbitrator may award interest at the default interest rate on any sum which is awarded to any party.
28.	EASEMENTS
28.1	This Lease is granted subject to and with the benefit of the Easements.

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29. HOLDING OVER

29.1 If the Lessor permits the Lessee to remain in occupation of the Land after the expiry or sooner determination of the Term, that occupation will be a periodic tenancy only terminable by 20 Working Days' notice and otherwise on the same covenants and agreements (so far as applicable to a periodic tenancy) as are expressed or implied in this Lease.

30. NO COMPENSATION FOR BUILDING

30.1 Subject to clause 30.2, on termination of this Lease by expiry, surrender, breach of conditions, or otherwise, the Land, together with the Building and all other improvements on the Land, will revert to the Lessor without any compensation or consideration whatsoever being payable to the Lessee.

30.2 Where this Lease is surrendered pursuant to clause 24.1 and the date that surrender takes effect (**Surrender Date**) is later than the date fifty (50) years from the Commencement Date, and the Lessor, acting reasonably, is of the opinion that the Building has reached the end of its useful life and:

- (a) it is not subsequently able to be reasonably occupied and/or used by the Lessor; or
- (b) significant costs would need to be incurred by the Lessor to enable it to be reasonably occupied and/or used by the Lessor;

the Lessor may, by written notice given to the Lessee no later than eighteen months prior to the Surrender Date, require the Lessee to reinstate the Land by removing the Building, clearing the demolition debris and returning the Land to a safe and usable condition, including restoring the surface to grass safe and suitable for public use.

30.3 **Failure to remove and reinstate:** If the Lessee, after receiving a notice pursuant to clause 30.2 does not remove the Building and reinstate the Land prior to Surrender Date, the Lessor may, at its discretion, remove the Building and reinstate the Land, and the Lessee undertakes to repay promptly on demand all costs and expenses incurred by the Lessor in doing so.

31. SUITABILITY

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

32. FORCE MAJEURE

32.1 Neither party shall be liable for any failure or delay in complying with any obligation imposed on it under this Agreement if:

- (a) the failure or delay arises from a Force Majeure Event;

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- (b) that party, on becoming aware of the Force Majeure Event, promptly notifies the other party advising of the nature and expected duration of, and the obligation affected by, the Force Majeure Event; and
- (c) that party uses its best endeavours:
- (i) to mitigate the effects of the Force Majeure Event on that party's obligations under this Agreement; and
 - (ii) to perform that party's obligations under this Agreement on time despite the Force Majeure Event.
- 32.2 An obligation to pay money, or the consequences of insolvency, or financial difficulty, are never excused by a Force Majeure Event.
- 33. WAIVER**
- 33.1 No waiver or failure to act by either party in respect of any breach by the other operates as a waiver of any other breach.
- 34. NOTICES**
- 34.1 All notices must be in writing and must be served by one of the following means:
- (a) in the case of a notice under sections 245 or 246 of the PLA in the manner prescribed by section 353 of the PLA; and
 - (b) in all other cases, unless otherwise required by sections 354 to 361 of the PLA:
 - (i) in the manner authorised by sections 352 to 361 of the PLA; or
 - (ii) by personal delivery, or by posting by registered or ordinary mail, or by email.
- 34.2 In respect of service under clause 34.1(b)(ii), a notice is deemed to have been served:
- (a) in the case of personal delivery, when received by the addressee;
 - (b) in the case of posting by mail, on the second Working Day following the date of posting to the addressee's last known address in New Zealand; or
 - (c) in the case of email, when acknowledged by return email or otherwise in writing.
- 34.3 In the case of a notice to be served on the Lessee, if the Lessor is unaware of the Lessee's last known address in New Zealand, any notice placed conspicuously on any part of the Land will be deemed to have been served on the Lessee on the day on which it is placed.
- 34.4 A notice will be valid if given by any director, general manager, solicitor, or other authorised representative of the party giving the notice.

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- 35.1 The Lessor's consent under this lease is required for each occasion even if the Lessor has given a consent for the same or a similar purpose on an earlier occasion.

36. TAURANGA CITY COUNCIL

- 36.1 Without derogating from its responsibilities as territorial authority, the parties acknowledge and agree that nothing in this Lease will fetter or otherwise limit or compromise Tauranga City Council in performing its role as territorial authority.

SCHEDULE C**SIGNAGE & NAMING RIGHTS RULES**

No signage (whether signboards, advertisements or name signs) shall be:

- (a) offensive;
- (b) inappropriate taking into account the status of the land and surrounding land as a reserve;
- (c) likely to bring the Lessor into disrepute or ridicule; or
- (d) in conflict with any signage or naming rights the Lessor has previously reserved or granted.

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SCHEDULE FIVE**Signage and Naming Requirements**

No signage (whether signboards, advertisements or name signs) shall be:

- (a) offensive;
- (b) inappropriate taking into account the status of the land and surrounding land as a reserve;
- (c) likely to bring the Lessor into disrepute or ridicule; or
- (d) in conflict with any signage or naming rights the Lessor has previously reserved or granted.

FINANCIAL CONSIDERATIONS

1. Pursuant to the lease signed between council and UoW, total rent of \$1,200,000 (plus GST) is payable in advance by UoW as follows:
 - (a) \$120,000 (plus GST) on the commencement date of the Lease;
 - (b) \$480,000 (plus GST) on the earlier of Practical Completion or 48 months from commencement of construction;
 - (c) \$120,000 (plus GST) on the earlier of 1 year following Practical Completion or 60 months from commencement of construction; and
 - (d) \$480,000 (plus GST) on the earlier of 2 years following Practical Completion or 72 months from commencement of construction.

Our ref CASE-006799 (Complaint ground: GROUND-0007360)
Contact Katty Lau
18 July 2024



Marty Grenfell
Chief Executive Officer
Tauranga City Council

By email: marty.grenfell@tauranga.govt.nz

Dear Mr Grenfell

Final opinion on complaint
Neil Pollett – Marine Park reclassification

I refer to the letter from Scott Martin of 2 July 2024.

My investigation concerned the public consultation undertaken by Tauranga City Council (the Council) in relation to the decision to reclassify about 7,000m² of land at Marine Park from 'recreation reserve' to 'local purpose reserve'.

I have now formed the final opinion that the Council has not acted unreasonably.

I **attach** details of my opinion.

I have now completed my investigation. Thank you for the assistance that has been provided.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Peter Boshier'.

Peter Boshier
Chief Ombudsman

Office of the Ombudsman
Tari o te Kaitiaki Mana Tangata

L7, 70 The Terrace, Wellington 6011
PO Box 10 152, Wellington 6143
New Zealand

Tel: 64 4 473 9533 Fax: 64 4 471 2254
Free phone: 0800 802 602
www.ombudsman.parliament.nz

Appendix 1. Details of my opinion

Extract from Scott Martin's letter to Neil Pollett of 2 July 2024

Under the Reserves Act 1977 (Reserves Act), the power to reclassify a reserve lies with the Minister of Conservation. In this case, the Minister has delegated this decision-making power to the Council. The Reserves Act requires the decision-maker to consider all submissions received before resolving to confirm or abandon the reclassification.

As a local authority, decisions made by the Council must also comply with the requirements of the LGA. Under the LGA, the Council may determine how it will comply with the requirements. In this case, the Council determined the proposal to be of medium significance under its [Significance and Engagement Policy](#), which means the Council may decide whether it is appropriate or necessary to engage with the community with regard to the proposal. That engagement must comply with the Council's obligations under the LGA.

Consultation

Public consultation on the reclassification took place from 16 May to 20 June 2022, followed by a public hearing on 27 June 2022. You complain that the Council provided insufficient publicity or advance notice of the public hearing.

Inquiries have established that the Council posted a notice in print and social media on multiple occasions during this period. Readers were directed to the Council's webpage for Marine Park reclassification for further information and to the [submission form](#). Paper copies were also made available at Council service centre, libraries, and mobile service centre. Submissions could be made by email or by post.

An [overview document](#) summarising the proposal was available on the Council's website. It included a diagram showing the area within the recreation reserve area that the Council proposed to reclassify. It explained that the intention was to develop a marine research and education facility, and why that particular site was identified as the most suitable for that purpose. It stated that the location of the facility would not impact existing car and trailer parking or access to boat ramps in the vicinity. It also provided contact details for readers who had questions, including the relevant team's phone number and email address.

The publicly available agenda of the Ordinary Council meeting of [4 October 2021](#) provided further details about the proposal. The document provided background context to the proposal, and the Council's analysis of the proposal. It summarised the Council's analysis of alternative options to reclassification the reserve, including revoking the reserve status and investigating alternative sites. It outlined the advantages, disadvantages and key risks in relation to each option.

One aspect of your complaint is that the information provided to the public omitted that other viable sites for the marine research centre existed. However, the scope of the consultation was to seek feedback on the specified site, therefore the omission of discussion regarding other options in the consultation information does not seem unreasonable. I note that the overview document nevertheless provided an explanation as to why the proposed site was preferred. It stated:

We've identified the proposed site at Marine Park as the most suitable location for a marine research and education facility because of its proximity to the ocean, Tauranga

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city centre, tertiary and education institutions, boat ramps, and a deep-sea channel connected to the harbour entrance.

The closing date for submissions of 20 June 2022, and the hearing date of 27 June 2022, were clearly included in the materials that were part of the public awareness campaign. The submission form asked submitters to indicate whether they wished to speak at the hearing in support of their written submission, and that the Council would contact the speaker to arrange a 10 minute speaking time.

With regard to your specific complaint that you did not receive adequate notice of your time allocation at the hearing, I acknowledge that being notified one day prior left you with little time to arrange your affairs. However, it is unlikely that the Ombudsman would consider that this undermined the consultation process or your opportunity to be heard. There is no requirement in the consultation process for submitters to present oral submissions. All written submissions received were considered regardless of whether the submitter spoke at the hearing.

It would appear that the Council made genuine efforts to provide relevant information to the community about the proposed reclassification, and to invite submissions to be made on the proposal. It is unlikely that the Ombudsman would consider that the Council's public awareness and consultation process to be inadequate or unreasonable.

Council's deliberations on feedback

The Council's deliberation on the feedback received is documented in a report dated 25 July 2022 (Deliberation Report).

All written submissions received from public consultation were included in this report. It documents that the Council received 323 submissions from the public. A majority of those were in support of the proposal.

With regard to the submissions objecting to the proposal, the Council identified the key objection points from the individual submissions. This showed a significant portion of objections related to themes of 'Open Space' (including loss of green space and/or the recreational value of the reserve), and 'Alternative Site/Use' (including that the site would be better used for boating-related activities and parking, and consideration for alternative locations for the research facility). The Deliberation Report also outlines the Council's view on how concerns about adverse effects of proposed reclassification and marine education facility can be mitigated.¹

In addition, the Council engaged with:

- Tangata whenua: Though Ngāi Tamarawaho and Ngāti Pukenga did not raise objections, their respective views on the proposal were documented in the Deliberation Report.

¹ For example, the Feedback Report noted in response to 'Open Space' related objections that the proposed site for reclassification was chosen to mitigate loss of open space, being set back from the water's edge maintaining access to harbour margins, and as far South as possible to minimise impact on casual users and dog walkers. It also noted that the delivery of more boat ramps/parking is provided for in the Council Long-Term Plan, and that the proposal will not impact on current or planned service levels.

- Department of Conservation (DOC): DOC indicated that the Council should have regard to the previously raised Ministerial considerations. The Minister's concerns were evidently revisited and addressed in the Deliberation Report.

You consider that the omission of the Minister of Conservation's rejection of the Council's 2018 proposal to revoke the reserve status of the land was misleading. However, while that decision may provide context, the 2022 decision was a separate decision, made by a different decision-maker. Nevertheless, it seems evident that the Council has turned its mind to the concerns previously raised by the Minister, and the Council's response to those concerns were presented to the decision-makers for consideration.

I note that consultation is not a delegation or sub-contracting of decision-making. It is an information gathering process. The process of consultation does not mean that the consulting body must reach agreement with those consulted. The meaning of 'consultation' for legal purposes was considered in the leading case of *Wellington International Airport Ltd v Air New Zealand* [1993] 1 NZLR 671 (CA). The Court of Appeal stated:

The word 'consultation' did not require that there be agreement as to the charges nor did it necessarily involve negotiations towards an agreement, although this might occur particularly as the tendency in consultation was at least to seek consensus. It clearly required more than mere prior notification. If a party having the power to make a decision after consultation held meetings with the parties it was required to consult, provided those parties with relevant information and with such further information as they requested, entered the meetings with an open mind, took due notice of what was said and waited until they had had their say before making a decision: then the decision was properly described as having been made after consultation.

In this case, it seems that relevant information was provided to the community. It is appropriate that the Council considered feedback from a range of sources and applied its own analysis to the feedback received from public engagement. The Council appears to have taken due notice of the objections to, and feedback on, the proposal before advising the decision-makers whether to proceed with it. The fact that it was not persuaded by the submissions opposing the reclassification does not indicate that the Council's view was predetermined or that its process was flawed. In this case, there does not appear to be basis for the Ombudsman to form the view that the Council's consultation process had departed from good administrative practice or from its obligations under the LGA and the Reserves Act.

11.7 Draft Annual Plan 2025/26**File Number: A17468236****Author: Kathryn Sharplin, Manager: Finance
Tracey Hughes, Financial Insights & Reporting Manager****Authoriser: Paul Davidson, Chief Financial Officer****PURPOSE OF THE REPORT**

1. The purpose of this report is to provide further options to reduce expenditure and raise user fee revenue, consistent with an option for Council consideration of a rates increase for 2025/26 of less than 10%. It also seeks adoption of the revised schedule of user fees after Council direction on the User fee schedule from the February 24 Council meeting and further proposals for user fees contained in this report.

RECOMMENDATIONS

That the Council:

- (a) Receives the report "Draft Annual Plan 2025/26".
- (b) Agrees to increase water by meter charges by 9.3% to \$3.87 per m3 including GST, while increasing the fixed charge by 7% from current year charges.
- (c) Agrees to amend airport parking fees as follows:
 - (i) For short-term charges to increase charges to \$25 per day and increase the duration of charging without maximum, but at a decreasing scale of \$10 after day 8 and \$5 after day 11.
 - (ii) For long-term charges retain the daily rate at \$20 for the first day and \$15 up to day 8, then \$5 per day after day 8.
- (d) Agrees to reinstate boat ramp parking fees for the 2025/26 year at \$20 per day with an option of an annual charge of \$200.
- (e) Approves an additional operational grant of \$338k to Bay Venues Limited to continue operation of Memorial Park Indoor Sports Centre in 2025/26, noting this has been included in the baseline budget.
- (f) Notes that further consideration will be given to charges for animal services as part of the consideration of these fees in April.
- (g) Agrees to adopt the user fees and charges schedule as presented to the 24 February council meeting adjusted for changes presented at the 24th meeting and this meeting as agreed in (b) to (d).
- (h) Agrees to the placeholder expenditure reductions of \$9.8m to be worked into actual budgets to the extent possible before the adoption of the Annual Plan in June.
- (i) Notes the categories under which the cost reductions will be made are as follows:
 - (i) Streamlined Operations to improve efficiency
 - (ii) Optimised Supply Chain
 - (iii) Revised Budget Prioritisation including operational and level of service initiatives.
 - (iii) Improved decision-making and governance

-
- (j) Notes that digital initiatives to promote streamlined operations and improved efficiency will be promoted including migration of all remaining operations from the Ozone digital platform to SAP, with a summary of proposed priorities and their business cases provided prior to adoption of the final annual plan.
 - (k) Notes the overall reduction in rates increases arising from adjustments agreed by Council in this report and the associated Report to this meeting “Draft Annual Plan 2025/26 – value for Money Options” will be confirmed once all adjustments are modelled through the corporate planning system.
 - (l) Notes the debt level of \$1.65b is \$10m higher than the level included in the 2024/34 Long-term Plan (LTP) for the 2026 year.
 - (m) Notes the draft annual plan financial information with all agreed changes will be presented for adoption by Council on 11 March 2025.
-

EXECUTIVE SUMMARY

- 2. On 24 February Council considered reports in respect of the annual plan regarding:
 - (a) draft user fees schedule,
 - (b) the baseline 2025/26 budget with an overall rate increase of 12.5% after growth and
 - (c) rating structure decisions to apply to the 2024/25 Annual Plan year.
- 3. Council had earlier requested an option for consideration that would move the rates increase below 12.5% to a maximum of 10% overall increase. The 10% increase option was not finalised in time for presentation to 24 February meeting and instead options are presented in two reports to this 3 March meeting, being this report and one entitled “Draft Annual Plan 2025/26 – value for Money Options”.
- 4. This report identifies a placeholder budget saving of \$9.8m, to be converted to specific budget adjustments prior to finalisation of the Annual Plan in June 2025. It will require further and more rapid organisational reset, focusing on efficiency, right sizing and supply chain savings.
- 5. This report also presents the proposed User Fees & Charges Schedule considered at 24 February meeting for adoption, including incorporation of any user fee changes agreed at this meeting.
- 6. Decisions on this report will drive changes to budgets for the draft Annual Plan to be presented to Council for adoption on 11 March 2025.

BACKGROUND

- 7. In accordance with the Local Government Act 2002, Council is required to produce and adopt an annual plan by 30 June 2025.
- 8. Following the reports and workshops on the annual plan in November and December 2024, a further Council workshop was held on 18 February. This was to hear presentations from a selected number of Activity Managers on their activities. There was also a discussion on budget updates, consultation options, user fees and charges and an update on proposed consultation document and the communications and engagement plan.
- 9. On 24 February, staff presented a paper titled “*Draft Annual Plan 2025/26 - Decision Making*” for Council’s consideration that sought agreement to a total capital programme of \$506m and a baseline operating budget of 12.5% pending further work to present a 10% rate increase option (after growth) for Council consideration.
- 10. The financials presented to 24 February Council meeting included a significant organisational reset to bring total rates requirement within the limits set by the 2024-34 Long-term Plan

while fully funding depreciation increases which had not been included in the 2026 LTP budget.

11. Also presented to the 24 February Meeting was a report providing the draft User Fees and Charges schedule and proposal for consultation. The updated user fees and Charges schedule is presented to this 3rd March meeting for Council adoption.

Water Charges Proposal to be included in the User Fees and Charges Schedule

12. The main source of revenue for water supply activity is water by meter revenue which is budgeted at \$42.7m for 2025/26. The fixed rate share of rates revenue is \$3.3m. These charges are charged as targeted rates under the Rating Act. There is a small amount of other user charges that relate to other services such as hydrant use. For completeness the water targeted rates are included with user charges in the User Fees and Charges Schedule. They were not finalised in time for the draft so are included in this report for consideration and would be included in the adopted draft user fees and charges schedule. The proposed charges have been incorporated in revenue budgets in the annual plan.
13. The water supply activity is ring-fenced so that operational revenue is set to cover operating expenditure and any surplus or deficit in the activity is retained within the activity. The budgeted charges are set to cover operational costs. While the user fee charge is proposed to increase 9.3% the overall expected revenue increase from volumetric charges is 7.3% above 2025 budget based on a reduction in assumed volumes consumed. This reduction has been driven by the closure in 2024/25 of commercial operations using significant volumes of water. The consumption volume for 2025/26 is assumed to be 1.4% below the budgeted volume in 2025. The fixed charge, which is the base charge per meter size, is proposed to be moved 7%. Residential user charges are primarily based on the 15-20mm sizes.
14. The proposed water charges to be added to the user fees and charges schedule are as follows:

	CURRENT	PROPOSED	
General	2024/25	2025/26	% change
Unmetered Water Annual Charge	\$920.40	\$948.01	3.0%
Consumption Charge per m3	\$3.54	\$3.87	9.3%
Meter reading by appointment	\$47.84	\$49.28	3.0%
Restrictor fee - install (domestic)	\$268.32	\$276.37	3.0%
Restrictor fee - remove (domestic)	\$268.32	\$276.37	3.0%
Disconnection fee (industrial/commercial)	\$369.20	\$380.28	3.0%
Reconnection fee (industrial/commercial)	\$369.20	\$380.28	3.0%
Backflow Prevention Installation	At Cost	At Cost	NA
Contractor Supplied Standpipe / Hydrant Use	2024/25	2025/26	% change
Administration cost per invoice per month	\$43.68	\$44.99	3.0%
Repairs and maintenance	Own cost	Own cost	N/A
Damage to hydrants	Contract rate to user	Contract rate to user	N/A
Water charge per m3 (extra ordinary hydrant use)	\$4.54	\$4.68	3.0%
Non permitted hydrant use	\$1,526.72	\$1,572.52	3.0%

Meter testing	2024/25	2025/26	% change
Up to and including 25mm meters	\$343.20	\$353.50	3.0%
Above 25mm to 50mm meters	\$624.00	\$642.72	3.0%
Over 50mm meters	\$877.76	\$904.09	3.0%
Base charge meter size (mm)	2024/25	2025/26	% change
15mm	\$38.48	\$41.17	7.0%
20mm	\$38.48	\$41.17	7.0%
25mm	\$72.80	\$77.90	7.0%
32mm	\$72.80	\$77.90	7.0%
40mm	\$300.56	\$321.60	7.0%
50mm	\$594.88	\$636.52	7.0%
80mm	\$1,188.72	\$1,271.93	7.0%
100mm	\$1,463.28	\$1,565.71	7.0%
150mm	\$1,463.28	\$1,565.71	7.0%
200mm	\$1,463.28	\$1,565.71	7.0%

15. In the Council Report 11.4 to 24 February Council meeting additional funding was sought for an additional operational grant to Bay Venues of \$338k to continue operation of Memorial Park Indoor Sports Centre(QEYC) once the Cameron Road courts facility (Haumaru). Councillors have requested additional information from Bay Venues and this is provided as an attachment to this report. In summary Bay Venues has advised that the \$338k represents the expected reduction in operating surplus from both facilities compared with the current QEYC performance. Bay Venues propose to review the commitment after the 2025/26 year once the Haumaru venue has been operating and additional revenue can be confirmed. At present revenue assumptions from Haumaru are conservative. Attachment 4 provides the Bay Venues breakdown of costs and revenue comparing QEYC stand alone and combined with Haumaru.

PROPOSALS TO FINALISE A BUDGET OPTION THAT INCLUDES A 10% OVERALL RATE INCREASE OPTION

Reinstatement of Boat ramp fees

16. In the LTP boat ramp fees had been introduced to support funding of the marine facilities activity. Councillors decided to remove this charge for the 2024/25 year. An option to support reduction of rates would be to reinstate this charge for 2025/26 at an estimated revenue of \$313k. The decision to remove boat ramp fees was made at the Council meeting on 26 August 2024, Report 11.2 Boat Ramp Parking Fees.

Animal Services additional charges

17. An option of additional animal services charges to reduce the rates requirement to this activity from 10% to 5% could reduce rates requirement by \$158,000 and would comprise an increase in dog registration fee of \$10 per dog. This option can be considered as part of the review of animal services charges under regulation in April 2025 and would form part of the placeholder savings identified in this report.

Airport Parking charges

18. Councillors have requested consideration of options for parking charges at the airport to be extended beyond current maximum parking charges. These have been considered as short-term and long-term parking options.
19. For short-term parking, there is free parking after 8 days of charges at \$20 per day, so that the maximum parking charge applied to cars using the short-term carpark is \$160. This maximum is comparable to average regional areas but Auckland airport charges for the same period would be \$281 which is 76% higher. At present almost no cars have been recorded as staying more than 14 days (3 out of 2225). Comparison with regional airports is considered important to remain a competitive choice for airport users. Details of charges and options are shown in Attachment 1 to this report. Regional airports tend to charge at around \$20 per day. Council could consider increasing Tauranga to \$25 per day. This is still well below Auckland charges.
20. For long-term parking, maximum charging is reached by day 6 and is a maximum charge of \$95. This maximum is considerably below regional averages and below Auckland as shown in Attachment 2. Options are presented that show increases of \$5 and \$10 per day and no maximum charge option. Increasing the daily rate \$5 per day could increase revenue per annum by \$222,900 per annum. If a maximum charge was applied at day 18, the maximum charge would be \$165 and increased revenue would be \$195,000 per annum. The main consideration in increasing parking costs at the airport is that passengers may choose other regional airports or drive to Auckland. In addition to loss of parking revenue every passenger choosing an alternative airport reduces TCC's landing charges revenue by \$32. At present 98% of long-term parkers stay 18 days or less (2259 out of 2319 parkers over a year). There has been no analysis of price sensitivity of passengers flying from Tauranga Airport.
21. Given the risk of losing passengers and the lack of demand data at this stage the recommended charging options that look to increase charges beyond the current maximums but that keep charges regionally competitive and below Auckland charges. Options to achieve this are presented below from the Attachments provided:
 - (a) For short-term charges council could choose to increase charges to \$25 per day and increase the duration of charging without maximum but at a decreasing scale (e.g., \$10 after day 8 and \$5 after day 11 as indicated in Option 4 in Attachment 1.
 - (b) For long-term charges retain the daily rate at \$20 for the first day and \$15 up to day 8, then \$5 per day after day 8 as indicated in Option 1 in Attachment 2.
22. The Airport is a ring-fenced activity that is solely funded from user fee revenue. The increase in revenue from parking would therefore have no impact on rates but would reduce total council net debt.

Placeholder Savings

23. Stage 1 of the reset to achieve a rate increase of 12.5% has included \$25m of expenditure reduction to offset the increases in depreciation and funded depreciation requirements that have arisen since the LTP. The required expenditure reductions involve a significant reset of the organisation aspects of which will need to be worked through and consulted on with the organisation.
24. Because of the time to finalise the reset and the need to have a draft budget for consultation in March, Stage 1 budget adjustments included placeholder savings of \$2.9m in the following activity budgets as presented on 24 February:
 - (a) Transport - other operating costs reduction \$800k
 - (b) City Planning - other operating costs reduction \$500k
 - (c) Spaces and Places - other operating costs \$576k
 - (d) Allocator activity savings - \$1m.

25. Stage 2 budget review to achieve a rate increase of less than 10%, will require more extensive organisational changes which will require more time to identify and implement. In the meantime, in order to produce a draft budget at a 10% increase a further \$6.9m of expenditure reduction is required to be budgeted as a placeholder. To achieve this, the stage 1 activity adjustments totalling \$2.9m have been removed. They have been replaced with adjustments totalling \$9.8m across all rate-funded activities proportionate to operating budgets. This will be reflected in salary lines in the Executive activity and other operating expenditure across the wider organisation.
26. In addition to the \$9.8m placeholder budget, there have been specific cost adjustments for council consideration that are included in a separate report to this meeting. In total if all the recommendations of that report are accepted, the rates requirement would reduce by \$1.2m. Any recommended savings that are not accepted will require further placeholder savings to meet the 10% rates increase limit.
27. Before the final Annual Plan budget is presented in June placeholder savings will be replaced with identified budget adjustments.
28. The organisational reset requires further consideration by the executive, and consultation with staff. This process is underway and aims to be finalised in time for Annual Plan adoption in June. Some of the initiatives will take longer to achieve. The areas in which cost reduction will be sought are categorised as follows:
- (a) **Streamlined Operations to improve efficiency:** Remove lower priority roles and streamline processes. Council aims to reduce overhead and optimise resource allocation. More efficient workflows and processes are being considered. System improvements from the migration to the new SAP system will provide efficiencies and replace some manual and time-consuming tasks.
 - (b) **Optimised Supply Chain:** Renegotiate contracts when appropriate and consolidate suppliers to support cost savings.
 - (c) **Revised Budget Priorities including Operational and Level of Service Initiatives:** A re-evaluation of priorities to be funded, leading to a more cost-effective allocation of resources across departments.
 - (d) **Improved Decision-Making and Governance:** Clearer reporting lines and decision-making structures to reduce inefficiencies, ensuring that spending is more controlled and directed toward value-generating activities.

Additional Digital Development Budget

29. Since developing the draft budget and following consideration of the digital programme the executive has identified the importance of migrating all remaining business applications from the Ozone system to the new SAP system within the next 1 to 2 years. Moving from ozone is important for security reasons and provides opportunities for efficiency improvements identified through the reset process. The executive is seeking full business case analysis of the investment required and prioritisation within this work programme and other digital demands within the business. There are also deliverability considerations as right-sizing of the organisation progresses. To achieve the required pace of migration some additional loan funded opex may be required. However, at this stage the prioritisation and deliverability process is yet to be undertaken. It is proposed that this information will be brought to Council in April/May along with options to remain budget neutral overall.

FINANCIAL SUMMARY

30. The key financials for the draft Annual Plan 2025/26 option shown in the table below and included in Attachment 5, are based on achievement of an overall rates increase of 9.9%. This could be achieved if Council agrees to the \$1.2m of proposed savings along with allowing budget for placeholder savings of \$9.8m which, if possible, would be assigned to actual budgets prior to adoption of the Annual Plan in June. The table below shows the key

financials at 10% compared to the LTP with the placeholder savings and other \$1.2m savings budgeted in. Attachment 5 to this report includes a comparison of the 12.5% baseline and the 10% option for all key financials.

31. Net debt was noted in the February 2024 report as being \$1.65b consistent with the LTP. However, this was incorrect as the LTP level was \$1.64b. The correction is noted in the recommendations.
32. The high-level debt variances in the Annual Plan compared to the LTP are summarised in Attachment 6, showing the lower opening balance in July 2025 accompanied by lower capital delivery assumptions in both 2025 and 2026, largely offset Te Manawataki o Te Papa (TMOTP) being brought back on balance sheet and lower capital subsidies received.

Table: Key Financials at Below 10% Overall Rates Increase

Key Financials for Annual Plan revision, inflated

	2025 LTP	2026 LTP	2026 Update	2026 AP Variance to:	
				LTP 2025	LTP 2026
Capital Programme (\$m)	431	457	430	(2)	(28)
Operational Expenditure of a Capital Nature (\$m)	78	87	76	(2)	(11)
Net Debt (\$m)	1,450	1,639	1,649	199	10
Debt to revenue ratio (Financial Strategy)	237%	255%	303%	66%	78%
Debt to revenue ratio (LGFA calc)	234%	223%	262%	28%	
Financial Limit on Borrowing (debt to revenue ratio - bespoke)	285%	280%	280%	-5%	0%
Total Rates (\$m)	333	373	367	34	(5)
Total Rates Increase (net growth and penalties)	13.1%	10.3%	9.9%	-3.2%	-0.4%
IFF levies (approx increase on rates)	2.8%	2.2%	0.0%	-2.8%	-2.2%
Total Ratepayer increase net growth	15.9%	12.5%	9.9%	-6.0%	-2.6%

STATUTORY CONTEXT

33. In accordance with the Local Government Act 2002 (LGA), Council is required to produce and adopt an annual plan, by 30 June 2025. The purpose is to identify variations from the financial statements of the second year of the current Long-term Plan.
34. Council must consult on changes that are significantly or materially different from the adopted LTP.

STRATEGIC ALIGNMENT

35. This contributes to the promotion or achievement of the following strategic community outcome(s):

	Contributes
We are an inclusive city	✓
We value, protect and enhance the environment	✓
We are a well-planned city	✓
We can move around our city easily	✓

We are a city that supports business and education

✓

The Annual Plan budgets provide the resourcing and funding available to deliver on the agreed services and investments that deliver on the above outcomes.

OPTIONS ANALYSIS

36. Council has the option to accept the proposed budget changes and implications for rates and debt or to request further work to be undertaken on the draft budgets. Options for airport parking are included in Attachments 1 and 2.

FINANCIAL CONSIDERATIONS

37. The draft budgets are consistent with the Long-term Plan. The levels of capital expenditure along with the operational budgets proposed are financially sustainable and continue to deliver on agreed levels of service. The rating structure decided in an earlier report of council along with decisions on user fees will affect how the budgets are paid for and by which ratepayers and users of council services.

LEGAL IMPLICATIONS / RISKS

38. In accordance with the Local Government Act 2002, council must consult with the community if the annual plan includes significant or material differences from the content of the Long-term Plan for the financial year to which the proposed annual plan relates.

CONSULTATION / ENGAGEMENT

39. Under the proposed approach, consultation on the annual plan will occur from 28 March to 28 April 2025 alongside consultation on the options for Local Waters Done Well, the Draft Development Contributions Policy (DC Policy) and draft User Fees and Charges Schedule.
40. The DC Policy and User Fees and Charges Schedule form part of the annual plan. The draft documents have been presented as separate reports on 24 February 2025 and this agenda.

SIGNIFICANCE

41. The Local Government Act 2002 requires an assessment of the significance of matters, issues, proposals and decisions in this report against Council's Significance and Engagement Policy. Council acknowledges that in some instances a matter, issue, proposal or decision may have a high degree of importance to individuals, groups, or agencies affected by the report.
42. In making this assessment, consideration has been given to the likely impact, and likely consequences for:
- (a) the current and future social, economic, environmental, or cultural well-being of the district or region
 - (b) any persons who are likely to be particularly affected by, or interested in, the decision.
 - (c) the capacity of the local authority to perform its role, and the financial and other costs of doing so.
43. In accordance with the considerations above, criteria and thresholds in the policy, it is considered that the decision is of high significance.







ENGAGEMENT

44. Taking into consideration the above assessment, that the proposal is of high significance, officers are of the opinion that the following consultation/engagement is suggested/required under the Local Government Act 2002.

NEXT STEPS

45. The draft Annual Plan Budget will be presented to Council for adoption on 11 March 2025. The 11 March report will also provide revised rating increase information for the draft budget for consultation.
46. Following Council's decisions relating to this report, staff will finish preparing the following documentation for approval and adoption by Council on 24 March 2025:
 - a) Draft Annual Plan including the financial supporting information.
 - b) Consultation document for the Annual Plan 2025/26.
 - c) Statement of proposal for the User Fees and Charges and draft schedule.
 - d) Statement of proposal for the Development Contributions policy and draft policy.

ATTACHMENTS

1. **Attachment 1 Airport Short term parking fee options Meeting 3 March 2025 - A17602288** [↓](#) 
2. **Attachment 2 Airport Long term parking fee options - Meeting 3 March 2025 - A17602287** [↓](#) 
3. **Attachment 3 202526 DRAFT Fees and Charges Schedule - Council 3 March - A17602211** [↓](#) 
4. **Attachment 4-March 3 Council Bay Venues Additional Grant Request - A17608897** [↓](#) 
5. **Attachment 5 - 3 March Annual Plan P&L and Key Financials - A17608368** [↓](#) 
6. **Attachment 6 - Debt Variance Summary - A17608858** [↓](#) 

max

Current			
Current	Duration	Vehicles	Revenue
	<7 hours	4434	\$ 18,102
\$ 20.00	1	718	\$ 14,360
\$ 40.00	2	740	\$ 29,600
\$ 60.00	3	440	\$ 26,400
\$ 80.00	4	158	\$ 12,640
\$ 100.00	5	88	\$ 8,800
\$ 120.00	6	30	\$ 3,600
\$ 140.00	7	17	\$ 2,380
\$ 160.00	8	11	\$ 1,760
\$ 160.00	9	6	\$ 960
\$ 160.00	10	3	\$ 480
\$ 160.00	11	3	\$ 480
\$ 160.00	12	4	\$ 640
\$ 160.00	13	2	\$ 320
\$ 160.00	14	2	\$ 320
\$ 160.00	15	1	\$ 160
\$ 160.00	16	\$ -	
\$ 160.00	17	\$ -	
\$ 160.00	18	1	\$ 160
\$ 160.00	19	\$ -	
\$ 160.00	20	\$ -	
\$ 160.00	21	1	\$ 160
\$ 160.00	22	\$ -	
\$ 160.00	23	\$ -	
\$ 160.00	24	\$ -	
\$ 160.00	25	\$ -	
\$ 160.00	26	\$ -	
\$ 160.00	27	\$ -	
\$ 160.00	28	\$ -	
\$ 160.00	29	\$ -	
\$ 160.00	30	\$ -	
\$ 160.00	31	\$ -	
		6,659	\$ 121,322

plus \$5 daily

Option 1

Current	Duration	Vehicles	Revenue
	<7 hours	4434	\$ 18,102
\$ 20.00	1	718	\$ 14,360
\$ 40.00	2	740	\$ 29,600
\$ 60.00	3	440	\$ 26,400
\$ 80.00	4	158	\$ 12,640
\$ 100.00	5	88	\$ 8,800
\$ 120.00	6	30	\$ 3,600
\$ 140.00	7	17	\$ 2,380
\$ 160.00	8	11	\$ 1,760
\$ 165.00	9	6	\$ 990
\$ 170.00	10	3	\$ 510
\$ 175.00	11	3	\$ 525
\$ 180.00	12	4	\$ 720
\$ 185.00	13	2	\$ 370
\$ 190.00	14	2	\$ 380
\$ 195.00	15	1	\$ 195
\$ 200.00	16	\$ -	
\$ 205.00	17	\$ -	
\$ 210.00	18	1	\$ 210
\$ 215.00	19	\$ -	
\$ 220.00	20	\$ -	
\$ 225.00	21	1	\$ 225
\$ 230.00	22	\$ -	
\$ 235.00	23	\$ -	
\$ 240.00	24	\$ -	
\$ 245.00	25	\$ -	
\$ 250.00	26	\$ -	
\$ 255.00	27	\$ -	
\$ 260.00	28	\$ -	
\$ 265.00	29	\$ -	
\$ 270.00	30	\$ -	
\$ 275.00	31	\$ -	
		6,659	\$ 121,767

plus \$10 daily

Option 2

Current	Duration	Vehicles	Revenue
	<7 hours	4434	\$ 18,102
\$ 20.00	1	718	\$ 14,360
\$ 40.00	2	740	\$ 29,600
\$ 60.00	3	440	\$ 26,400
\$ 80.00	4	158	\$ 12,640
\$ 100.00	5	88	\$ 8,800
\$ 120.00	6	30	\$ 3,600
\$ 140.00	7	17	\$ 2,380
\$ 160.00	8	11	\$ 1,760
\$ 170.00	9	6	\$ 1,020
\$ 180.00	10	3	\$ 540
\$ 190.00	11	3	\$ 570
\$ 200.00	12	4	\$ 800
\$ 210.00	13	2	\$ 420
\$ 220.00	14	2	\$ 440
\$ 230.00	15	1	\$ 230
\$ 240.00	16	\$ -	
\$ 250.00	17	\$ -	
\$ 260.00	18	1	\$ 260
\$ 270.00	19	\$ -	
\$ 280.00	20	\$ -	
\$ 290.00	21	1	\$ 290
\$ 300.00	22	\$ -	
\$ 310.00	23	\$ -	
\$ 320.00	24	\$ -	
\$ 330.00	25	\$ -	
\$ 340.00	26	\$ -	
\$ 350.00	27	\$ -	
\$ 360.00	28	\$ -	
\$ 370.00	29	\$ -	
\$ 380.00	30	\$ -	
\$ 390.00	31	\$ -	
		6,659	\$ 122,212

plus \$20 daily

Option 3

Current	Duration	Vehicles	Revenue
	<7 hours	4434	\$ 18,102.00
\$ 20.00	1	718	\$ 14,360
\$ 40.00	2	740	\$ 29,600
\$ 60.00	3	440	\$ 26,400
\$ 80.00	4	158	\$ 12,640
\$ 100.00	5	88	\$ 8,800
\$ 120.00	6	30	\$ 3,600
\$ 140.00	7	17	\$ 2,380
\$ 160.00	8	11	\$ 1,760
\$ 180.00	9	6	\$ 1,080
\$ 200.00	10	3	\$ 600
\$ 220.00	11	3	\$ 660
\$ 240.00	12	4	\$ 960
\$ 260.00	13	2	\$ 520
\$ 280.00	14	2	\$ 560
\$ 300.00	15	1	\$ 300
\$ 320.00	16	\$ -	
\$ 340.00	17	\$ -	
\$ 360.00	18	1	\$ 360
\$ 380.00	19	\$ -	
\$ 400.00	20	\$ -	
\$ 420.00	21	1	\$ 420
\$ 440.00	22	\$ -	
\$ 460.00	23	\$ -	
\$ 480.00	24	\$ -	
\$ 500.00	25	\$ -	
\$ 520.00	26	\$ -	
\$ 540.00	27	\$ -	
\$ 560.00	28	\$ -	
\$ 580.00	29	\$ -	
\$ 600.00	30	\$ -	
\$ 620.00	31	\$ -	
		6,659	\$ 123,102

start \$25 daily

plus \$10 daily

plus \$5 daily

Option 4

Current	Duration	Vehicles	Revenue
	<9 hours	4434	33000
\$ 25.00	1	718	17950
\$ 50.00	2	740	37000
\$ 75.00	3	440	33000
\$ 100.00	4	158	15800
\$ 125.00	5	88	11000
\$ 150.00	6	30	4500
\$ 160.00	7	17	2720
\$ 170.00	8	11	1870
\$ 180.00	9	6	1080
\$ 190.00	10	3	570
\$ 195.00	11	3	585
\$ 200.00	12	4	800
\$ 210.00	13	2	420
\$ 220.00	14	2	440
\$ 230.00	15	1	230
\$ 240.00	16	\$ -	0
\$ 250.00	17	\$ -	0
\$ 260.00	18	1	260
\$ 270.00	19	\$ -	0
\$ 280.00	20	\$ -	0
\$ 290.00	21	1	290
\$ 300.00	22	\$ -	0
\$ 310.00	23	\$ -	0
\$ 320.00	24	\$ -	0
\$ 330.00	25	\$ -	0
\$ 340.00	26	\$ -	0
\$ 350.00	27	\$ -	0
\$ 360.00	28	\$ -	0
\$ 370.00	29	\$ -	0
\$ 395.00	30	\$ -	0
\$ 420.00	31	\$ -	0
		6,659	\$ 161,515

start \$30 daily

Option 5

Current	Duration	Vehicles	Revenue
	<10 hours	4434	33000
\$ 30.00	1	718	21540
\$ 60.00	2	740	44400
\$ 90.00	3	440	39600
\$ 120.00	4	158	18960
\$ 150.00	5	88	13200
\$ 180.00	6	30	5400
\$ 210.00	7	17	3570
\$ 240.00	8	11	2640
\$ 260.00	9	6	1560
\$ 280.00	10	3	840
\$ 300.00	11	3	900
\$ 320.00	12	4	1280
\$ 340.00	13	2	680
\$ 360.00	14	2	720
\$ 380.00	15	1	380
\$ 400.00	16	\$ -	0
\$ 420.00	17	\$ -	0
\$ 440.00	18	1	440
\$ 460.00	19	\$ -	0
\$ 480.00	20	\$ -	0
\$ 500.00	21	1	500
\$ 520.00	22	\$ -	0
\$ 540.00	23	\$ -	0
\$ 560.00	24	\$ -	0
\$ 580.00	25	\$ -	0
\$ 600.00	26	\$ -	0
\$ 620.00	27	\$ -	0
\$ 640.00	28	\$ -	0
\$ 660.00	29	\$ -	0
\$ 680.00	30	\$ -	0
\$ 700.00	31	\$ -	0
		6,659	\$ 189,610

additional \$ 445.00 pcm

additional \$ 5,340.00 pa

Option 6

Current	Duration	Vehicles	Revenue
	<10 hours	4434	33000
\$ 30.00	1	718	21540
\$ 60.00	2	740	44400
\$ 90.00	3	440	39600
\$ 120.00	4	158	18960
\$ 150.00	5	88	13200
\$ 180.00	6	30	5400
\$ 210.00	7	17	3570
\$ 240.00	8	11	2640
\$ 260.00	9	6	1560
\$ 280.00	10	3	840
\$ 300.00	11	3	900
\$ 320.00	12	4	1280
\$ 340.00	13	2	680
\$ 360.00	14	2	720
\$ 380.00	15	1	380
\$ 400.00	16	\$ -	0
\$ 420.00	17	\$ -	0
\$ 440.00	18	1	440
\$ 460.00	19	\$ -	0
\$ 480.00	20	\$ -	0
\$ 500.00	21	1	500
\$ 520.00	22	\$ -	0
\$ 540.00	23	\$ -	0
\$ 560.00	24	\$ -	0
\$ 580.00	25	\$ -	0
\$ 600.00	26	\$ -	0
\$ 620.00	27	\$ -	0
\$ 640.00	28	\$ -	0
\$ 660.00	29	\$ -	0
\$ 680.00	30	\$ -	0
\$ 700.00	31	\$ -	0
		6,659	\$ 189,610

additional \$ 1,780 pcm

additional \$ 21,360 pa

Option 7

Current	Duration	Vehicles	Revenue
	<9 hours	4434	33000
\$ 25.00	1	718	17950
\$ 50.00	2	740	37000
\$ 75.00	3	440	33000
\$ 100.00	4	158	15800
\$ 125.00	5	88	11000
\$ 150.00	6	30	4500
\$ 160.00	7	17	2720
\$ 170.00	8	11	1870
\$ 180.00	9	6	1080
\$ 190.00	10	3	570
\$ 195.00	11	3	585
\$ 200.00	12	4	800
\$ 210.00	13	2	420
\$ 220.00	14	2	440
\$ 230.00	15	1	230
\$ 240.00	16	\$ -	0
\$ 250.00	17	\$ -	0
\$ 260.00	18	1	260
\$ 270.00	19	\$ -	0
\$ 280.00	20	\$ -	0
\$ 290.00	21	1	290
\$ 300.00	22	\$ -	0
\$ 310.00	23	\$ -	0
\$ 320.00	24	\$ -	0
\$ 330.00	25	\$ -	0
\$ 340.00	26	\$ -	0
\$ 350.00	27	\$ -	0
\$ 360.00	28	\$ -	0
\$ 370.00	29	\$ -	0
\$ 395.00	30	\$ -	0
\$ 420.00	31	\$ -	0
		6,659	\$ 161,515

additional \$ 40,193 pcm

additional \$ 482,316 pa

Option 8

Current	Duration	Vehicles	Revenue
	<10 hours	4434	33000
\$ 30.00	1	718	21540
\$ 60.00	2	740	44400
\$ 90.00	3	440	39600
\$ 120.00	4	158	18960
\$ 150.00	5	88	13200
\$ 180.00	6	30	5400
\$ 210.00	7	17	3570
\$ 240.00	8	11	2640
\$ 260.00	9	6	1560
\$ 280.00	10	3	840
\$ 300.00	11	3	900
\$ 320.00	12	4	1280
\$ 340.00	13	2	680
\$ 360.00	14	2	720
\$ 380.00	15	1	380
\$ 400.00	16	\$ -	0
\$ 420.00	17	\$ -	0
\$ 440.00	18	1	440
\$ 460.00	19	\$ -	0
\$ 480.00	20	\$ -	0
\$ 500.00	21	1	500
\$ 520.00	22	\$ -	0
\$ 540.00	23	\$ -	0
\$ 560.00	24	\$ -	0
\$ 580.00	25	\$ -	0
\$ 600.00	26	\$ -	0
\$ 620.00	27	\$ -	0
\$ 640.00	28	\$ -	0
\$ 660.00	29	\$ -	0
\$ 680.00	30	\$ -	0
\$ 700.00	31	\$ -	0
		6,659	\$ 189,610

additional \$ 68,288

additional \$ 819,456

Option 9

Current	Duration	Vehicles	Revenue
	<10 hours	4434	33000
\$ 30.00	1	718	21540
\$ 60.00	2	740	44400
\$ 90.00	3	440	39600
\$ 120.00	4	158	18960
\$ 150.00	5	88	13200
\$ 180.00	6	30	5400
\$ 210.00	7	17	3570
\$ 240.00	8	11	2640
\$ 260.00	9	6	1560
\$ 280.00	10	3	840
\$ 300.00	11	3	900
\$ 320.00	12	4	1280
\$ 340.00	13	2	680
\$ 360.00	14	2	720
\$ 380.00	15	1	380
\$ 400.00	16	\$ -	0
\$ 420.00	17	\$ -	0
\$ 440.00	18	1	440
\$ 460.00	19	\$ -	0
\$ 480.00	20	\$ -	0
\$ 500.00	21	1	500
\$ 520.00	22	\$ -	0
\$ 540.00	23	\$ -	0
\$ 560.00	24		

Virtually all short term parkers stay 1- 14 days or less ie 2222 out of 2225

Increasing daily rate initially to \$25 and reducing to \$10 and then \$5 at days 8 then 11 will generate circa an extra \$482k0 pa

*every passenger that drives to another Airport rather than flying from Tauranga will also reduce aeronautical revenue by \$32

Long Term Car Park Options

Current

Option 1

Option 2

Option 3

Option 4

Current	Duration	Vehicles	Revenue
	<7 hours	33	315
\$ 20.00	1	144	\$ 2,880
\$ 35.00	2	405	\$ 14,175
\$ 50.00	3	519	\$ 25,950
\$ 65.00	4	410	\$ 26,650
\$ 80.00	5	230	\$ 18,400
\$ 95.00	6	116	\$ 11,020
\$ 95.00	7	66	\$ 6,270
\$ 95.00	8	86	\$ 8,170
\$ 95.00	9	64	\$ 6,080
\$ 95.00	10	45	\$ 4,275
\$ 95.00	11	29	\$ 2,755
\$ 95.00	12	19	\$ 1,805
\$ 95.00	13	13	\$ 1,235
\$ 95.00	14	16	\$ 1,520
\$ 95.00	15	21	\$ 1,995
\$ 95.00	16	14	\$ 1,330
\$ 95.00	17	17	\$ 1,615
\$ 95.00	18	12	\$ 1,140
\$ 95.00	19	7	\$ 665
\$ 95.00	20	5	\$ 475
\$ 95.00	21	6	\$ 570
\$ 95.00	22	1	\$ 95
\$ 95.00	23	5	\$ 475
\$ 95.00	24	3	\$ 285
\$ 95.00	25	1	\$ 95
\$ 95.00	26	1	\$ 95
\$ 95.00	27	4	\$ 380
\$ 95.00	28	2	\$ 190
\$ 95.00	29	5	\$ 475
\$ 95.00	30	1	\$ 95
\$ 95.00	31	16	\$ 1,520
		2316	\$ 142,995

Current	Duration	Vehicles	Revenue
	<7 hours	33	
\$ 20.00	1	144	\$ 2,880
\$ 35.00	2	405	\$ 14,175
\$ 50.00	3	519	\$ 25,950
\$ 65.00	4	410	\$ 26,650
\$ 80.00	5	230	\$ 18,400
\$ 95.00	6	116	\$ 11,020
\$ 110.00	7	66	\$ 7,260
\$ 115.00	8	86	\$ 9,890
\$ 120.00	9	64	\$ 7,680
\$ 125.00	10	45	\$ 5,625
\$ 130.00	11	29	\$ 3,770
\$ 135.00	12	19	\$ 2,565
\$ 140.00	13	13	\$ 1,820
\$ 145.00	14	16	\$ 2,320
\$ 150.00	15	21	\$ 3,150
\$ 155.00	16	14	\$ 2,170
\$ 160.00	17	17	\$ 2,720
\$ 165.00	18	12	\$ 1,980
\$ 170.00	19	7	\$ 1,190
\$ 175.00	20	5	\$ 875
\$ 180.00	21	6	\$ 1,080
\$ 185.00	22	1	\$ 185
\$ 190.00	23	5	\$ 950
\$ 195.00	24	3	\$ 585
\$ 200.00	25	1	\$ 200
\$ 205.00	26	1	\$ 205
\$ 210.00	27	4	\$ 840
\$ 215.00	28	2	\$ 430
\$ 220.00	29	5	\$ 1,100
\$ 225.00	30	1	\$ 225
\$ 230.00	31	16	\$ 3,680
		2316	\$ 161,570

Current	Duration	Vehicles	Revenue
	<7 hours	33	
\$ 20.00	1	144	\$ 2,880
\$ 35.00	2	405	\$ 14,175
\$ 50.00	3	519	\$ 25,950
\$ 65.00	4	410	\$ 26,650
\$ 80.00	5	230	\$ 18,400
\$ 95.00	6	116	\$ 11,020
\$ 110.00	7	66	\$ 7,260
\$ 120.00	8	86	\$ 10,320
\$ 130.00	9	64	\$ 8,320
\$ 140.00	10	45	\$ 6,300
\$ 150.00	11	29	\$ 4,350
\$ 160.00	12	19	\$ 3,040
\$ 170.00	13	13	\$ 2,210
\$ 180.00	14	16	\$ 2,880
\$ 185.00	15	21	\$ 3,885
\$ 190.00	16	14	\$ 2,660
\$ 195.00	17	17	\$ 3,315
\$ 200.00	18	12	\$ 2,400
\$ 205.00	19	7	\$ 1,435
\$ 210.00	20	5	\$ 1,050
\$ 215.00	21	6	\$ 1,290
\$ 220.00	22	1	\$ 220
\$ 225.00	23	5	\$ 1,125
\$ 230.00	24	3	\$ 690
\$ 235.00	25	1	\$ 235
\$ 240.00	26	1	\$ 240
\$ 245.00	27	4	\$ 980
\$ 250.00	28	2	\$ 500
\$ 255.00	29	5	\$ 1,275
\$ 260.00	30	1	\$ 260
\$ 265.00	31	16	\$ 4,240
		2316	\$ 169,555

Current	Duration	Vehicles	Revenue
	<7 hours	33	
\$ 20.00	1	144	\$ 2,880
\$ 35.00	2	405	\$ 14,175
\$ 50.00	3	519	\$ 25,950
\$ 65.00	4	410	\$ 26,650
\$ 80.00	5	230	\$ 18,400
\$ 95.00	6	116	\$ 11,020
\$ 110.00	7	66	\$ 7,260
\$ 120.00	8	86	\$ 10,320
\$ 130.00	9	64	\$ 8,320
\$ 140.00	10	45	\$ 6,300
\$ 150.00	11	29	\$ 4,350
\$ 160.00	12	19	\$ 3,040
\$ 170.00	13	13	\$ 2,210
\$ 180.00	14	16	\$ 2,880
\$ 190.00	15	21	\$ 3,990
\$ 200.00	16	14	\$ 2,800
\$ 210.00	17	17	\$ 3,570
\$ 220.00	18	12	\$ 2,640
\$ 230.00	19	7	\$ 1,610
\$ 240.00	20	5	\$ 1,200
\$ 250.00	21	6	\$ 1,500
\$ 260.00	22	1	\$ 260
\$ 270.00	23	5	\$ 1,350
\$ 280.00	24	3	\$ 840
\$ 290.00	25	1	\$ 290
\$ 300.00	26	1	\$ 300
\$ 310.00	27	4	\$ 1,240
\$ 320.00	28	2	\$ 640
\$ 330.00	29	5	\$ 1,650
\$ 340.00	30	1	\$ 340
\$ 350.00	31	16	\$ 5,600
		2316	\$ 173,575

Current	Duration	Vehicles	Revenue
	<7 hours	33	
\$ 20.00	1	144	\$ 2,880
\$ 40.00	2	405	\$ 16,200.0
\$ 60.00	3	519	\$ 31,140.0
\$ 80.00	4	410	\$ 32,800.0
\$ 100.00	5	230	\$ 23,000.0
\$ 120.00	6	116	\$ 13,920.0
\$ 140.00	7	66	\$ 9,240.0
\$ 160.00	8	86	\$ 13,760.0
\$ 170.00	9	64	\$ 10,880.0
\$ 180.00	10	45	\$ 8,100.0
\$ 190.00	11	29	\$ 5,510.0
\$ 200.00	12	19	\$ 3,800.0
\$ 210.00	13	13	\$ 2,730.0
\$ 220.00	14	16	\$ 3,520.0
\$ 230.00	15	21	\$ 4,830.0
\$ 240.00	16	14	\$ 3,360.0
\$ 250.00	17	17	\$ 4,250.0
\$ 260.00	18	12	\$ 3,120.0
\$ 270.00	19	7	\$ 1,890.0
\$ 280.00	20	5	\$ 1,400.0
\$ 290.00	21	6	\$ 1,740.0
\$ 300.00	22	1	\$ 300.0
\$ 310.00	23	5	\$ 1,550.0
\$ 320.00	24	3	\$ 960.0
\$ 330.00	25	1	\$ 330.0
\$ 340.00	26	1	\$ 340.0
\$ 350.00	27	4	\$ 1,400.0
\$ 360.00	28	2	\$ 720.0
\$ 370.00	29	5	\$ 1,850.0
\$ 380.00	30	1	\$ 380.0
\$ 390.00	31	16	\$ 6,240.0
		2316	\$ 121,140

additional \$ 18,575 pcm
additional \$ 222,900 pa

additional \$ 26,560 pcm
additional \$ 318,720 pa

additional \$ 30,580 pcm
additional \$ 366,960 pa

additional \$ 69,145 pcm
additional \$829,740 pa

Duration Days	Rotorua	Hamilton	Napier	New Plymouth	Tauranga Current	Average Regional	Option 1	Auckland
1	\$ 18	\$ 22	\$ 19	\$ 20	\$ 20	\$ 20	\$ 20	\$ 32
2	\$ 36	\$ 44	\$ 38	\$ 40	\$ 35	\$ 39	\$ 35	\$ 40
3	\$ 54	\$ 66	\$ 57	\$ 60	\$ 50	\$ 57	\$ 50	\$ 45
4	\$ 66	\$ 88	\$ 76	\$ 80	\$ 65	\$ 75	\$ 65	\$ 55
5	\$ 78	\$ 110	\$ 95	\$ 100	\$ 80	\$ 93	\$ 80	\$ 65
6	\$ 90	\$ 115	\$ 105	\$ 120	\$ 95	\$ 105	\$ 95	\$ 75
7	\$ 100	\$ 125	\$ 115	\$ 140	\$ 95	\$ 115	\$ 110	\$ 85
14	\$ 100	\$ 125	\$ 185	\$ 200	\$ 95	\$ 141	\$ 145	\$ 155
21	\$ 100	\$ 125	\$ 255	\$ 200	\$ 95	\$ 155	\$ 180	\$ 225
28	\$ 100	\$ 125	\$ 325	\$ 200	\$ 95	\$ 169	\$ 215	\$ 295

98% of long term parkers stay 18 days or less ie 2259 out of 2316

Increasing daily rate to \$5 per day continuously after 8 days could generate an extra \$ 220,900 pa. If we applied a cap of \$165 at day 19 the increased revenue would reduce by \$25,680 to \$195,276

All of our online and telephone enquiry about car parking charges relate to long term parking rates

	Pros					Cons							
Current	already accepted					free parking after 6 days							
Option 1	no free parking,\$223K rev increase					risk of loosing long term parkers to drop off options such as family, uber or taxi							
Option 2	no free parking,\$318K rev increase					further increased risk of loosing long term parkers to drop off options such as family, uber or taxi							
						Airport shuttles to Auckland come into play therefore loosing parking and per passenger revenue							
Option 3	no free parking,\$366K rev increase					further increased risk of loosing long term parkers to drop off options such as family, uber or taxi							
						Airport shuttles to Auckland come into play therefore loosing parking and per passenger revenue							
						16+ day stay now twice that of Rotorua or Hamilton where fares are often cheaper making driving to either an option							
						As Auckland is a "marginal driveable route" leisure travels particularly families or groups will drive to Auckland as they would pay roughly same parking fee but save Tg-AA-TG airfares							
Option 4	no free parking,\$830K rev increase					further increased risk of loosing long term parkers to drop off options such as family, uber or taxi							
						Airport shuttles to Auckland come into play therefore loosing parking and per passenger revenue							
						12+ day stay now more than twice that of Rotorua or Hamilton where fares are often cheaper making driving to either an option							
						As Auckland is a "marginal driveable route" leisure travels particularly families or groups will drive to Auckland as they would pay roughly same parking fee but save Tg-AA-TG airfares							

*every passenger that drives to another Airport rather than flying from Tauranga will also reduce aeronautical revenue by \$32



2025/26 Fees and Charges

in effect from 1 July 2025

DRAFT FOR CONSULTATION



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User fees and charges are used to assist the operation and maintenance of a variety of services provided to the community. User fee revenue reduces the rate revenue required to be collected from ratepayers.

Council wants to minimise rate increases wherever possible and has indicated that it will continue to review all user fees and charges on an ongoing basis.

Under section 12 of the Local Government Act 2002, reasonable costs incurred may be charged based on the hourly rate of staff involved.

All fees are GST inclusive, unless otherwise stated.



Airport

Landing Charges for Non Regular Passenger Transport Aircraft	2025/26	Changes
Helicopters and all aircraft < 800kgs	\$13.80 \$12.65	Landing charges set in consultation with Air NZ.
All Aircraft 800 - 1,650kgs	\$19.55 \$18.40	
All Aircraft 1,650 - 2,500kgs	\$27.60 \$24.72	
All Aircraft 2,500 - 4,000kgs	\$34.50 \$31.05	
All Aircraft 4,000 - 5,000kgs	\$55.20 \$51.75	
All Aircraft 5,000 - 10,000kgs	\$78.20 \$74.75	
All Aircraft 10,000 - 15,000kgs	\$174.80 \$138.00	
All Aircraft 15,000 - 25,000kgs	\$230.00 \$218.50	
All Aircraft > 25,000kgs	\$540.00 \$506.00	

Landing Charges for Regular Passenger Transport Aircraft above 5,000kg	2025/26	Changes
Base Terminal Charge (per passenger)	\$15.00 \$10.77	The per passenger charges were agreed with Air NZ in 2024.
Terminal Development Charge (per passenger)	\$4.15 \$3.02	
Landing charges will be invoiced to the registered aircraft owner monthly, unless paid on the day of landing.		
Weights are based on maximum certified take-off weight (MCTOW) of the aircraft.		
All powered aircraft carrying out circuits and local training will be charged for one landing per training session.		
These charges are set in accordance with section 9 of the Airport Authorities Act.		

AIRPORT CARPARKING CHARGES TO BE INSERTED FOLLOWING 3 MARCH COUNCIL MEETING



Alcohol Licensing

The Sale and Supply of Alcohol Act 2012 sets licensing fees for on, off, and club licences. The default fees vary depending on the 'cost/risk rating' of each premises. The default fees consist of:

- an application fee, which licensees will have to pay when they apply for a new, renewed, or variation to a licence, and
- an annual fee, which must be paid by licensees each year.

A premises' cost/risk rating will be determined by a combination of factors including opening hours, type of premises, and whether they have had any enforcement issues. A framework is available for determining cost/risk rating. [Use the calculator](#) to work out how much you will pay for your alcohol licence. Fees are set as of 1 July 2020.

Alcohol licencing	2025/26	Changes
Website public notification of liquor application	\$195.00 \$189.00	<u>Inflation and rounding.</u>
Miscellaneous	2025/26	
Extract of any record or register	\$72.00 \$70.00	<u>Inflation and rounding.</u>

Liquor Licensing Applications (as set by legislation)	2025/26
On Licence	Fees calculated according to the type of application and the premise's risk score.
- Variation or Cancellation of Conditions of On Licence	
- Renewal of On Licence	
On Licence (BYO)	
- Variation or Cancellation of Conditions of On Licence (BYO)	
- Renewal of On Licence (BYO)	
Off Licence	
- Variation or Cancellation of Conditions of Off Licence	
- Renewal of Off Licence	
Off Licence (Caterer or Auctioneers)	
- Variation or Cancellation of Conditions of Off Licence (Caterer or Auctioneer)	
- Renewal of Off Licence (Caterer or Auctioneer)	
Club Licence	
- Variation or Cancellation of Conditions of Club Licence	
- Renewal of Club Licence	
Special Licence	
Temporary Authority	



Liquor Licensing Applications (as set by legislation)	2025/26
Temporary Licence during repairs from other than licenced premises	
Manager's Certificates	
Renewal of Manager's Certificate	
These fees are all set by parliament and will vary depending on the circumstances. Please contact Tauranga City Council's liquor licensing team for further information.	

Gambling Venue Consent	2025/26	Changes
New Application	\$1,285.00 \$1,248.00	<u>Inflation and rounding.</u>
Relocation Application	\$1,223.00 \$1,187.00	
Subsequent or increase in number	\$969.00 \$941.00	



Animal Services

Please note: Any dog over the age of three months and not registered or re-registered by 30 June of each year is an unregistered dog (even though the discount period continues to 31 July your dog's registration expires on the 30 June of each year).

Dog owner Classification	2025/26		Change
	Registration Fee (if paid before 1 August)	Penalty Fee	<u>Registration Fees covering the 2025/26 year will be set by decision in Council in April.</u>
Normal	\$125.00	\$187.50	
Dangerous Dogs (classified)	\$187.50	\$281.30	
	Voluntary	Impounded Dog	
Microchip fee	\$323 .00	\$323 .00	<u>Inflation.</u>
Pro-rata fees apply for dogs that turn three months old on or after 1 July, dogs that are imported into New Zealand or dogs adopted from the SPCA.			
Dog registration fees must be set annually by resolution of Council (as per the Dog Control Act) and therefore will be formally set in June 2025.			
PDF LINK TO PRO RATA FEES WHEN AVAILABLE			

<u>Kennel Licences</u>	<u>2025/26</u>	<u>Change</u>
<u>New application or renewal of kennel licence (keeping of more than two dogs)</u>	<u>\$100.00</u>	<u>New fee</u>
<u>Variation to licence (e.g. adding or removing a dog, change of address)</u>	<u>\$50.00</u>	<u>New fee</u>

Exemptions (no fee)
Any certified disability assist dog (s75 Dog Control Act 1955)
Dogs owned by:
Aviation Security Services
Department of Conservation
Department of Corrections
Ministry of Agriculture and forestry
Ministry of Defence
Ministry of Fisheries
New Zealand Customs Service



Exemptions (no fee)

New Zealand Defence Force

New Zealand Police

Director of Civil Defence and Emergency Management (whilst those dogs are on active duty)

Impounding	2025/26		Change
	Non Registered	Registered	
First impounding	\$107.00 \$104.00	\$72.00 \$70.00	<u>Inflation and rounding</u>
Second impounding		\$153.00 \$149.00	<u>Inflation and rounding</u>
Third impounding		\$221.00 \$214.00	<u>Inflation and rounding</u>
Fourth and subsequent impounding		\$307.00 \$298.00	<u>Inflation and rounding</u>
Sustenance fee (per day or part of)		\$14.00 \$13.00	<u>Inflation and rounding</u>
Dogs released after hours		\$70.00 \$56.00	<u>This increase reflects the current costs of the security provider attending after hours release.</u>

Infringement Offences (as set by legislation)	2025/26
Wilful obstruction of a Dog Control Officer	\$750.00
Failure or refusal to supply information or wilfully providing false particulars	\$750.00
Failure to supply information or wilfully providing false particulars about a dog	\$750.00
Failure to comply with any Dog Control Bylaw	\$300.00
Failure to comply with effects of disqualification	\$300.00
Failure to comply with requirements of dangerous dog classification	\$300.00
Fraudulent sale or transfer of a dangerous dog	\$500.00
Failure to comply with requirements of menacing classification	\$300.00
Failure to implant a microchip transponder in dog	\$300.00
False statement relating to dog registration	\$750.00
Failure to register dog	\$300.00
Fraudulent procurement or attempt to procure replacement dog registration label or disc	\$500.00
Failure to advise change of dog ownership	\$100.00



Infringement Offences (as set by legislation)	2025/26
Failure to advise change of address	\$100.00
Removal, swapping or counterfeiting of registration label/disc	\$500.00
Failure to keep dog controlled or confined on private land	\$200.00
Failure to keep dog under control	\$200.00
Failure to provide proper care and attention, to supply proper or sufficient food, water, shelter, or adequate exercise	\$300.00
Failure to carry leash in public	\$100.00
Failure to undertake dog owner education programme or dog obedience course (or both)	\$300.00
Failure to comply with obligations of probationary owner	\$750.00
Failure to comply with barking dog abatement notice	\$200.00
Failure to advise of muzzle and leashing requirements	\$100.00
Falsely notifying death of dog	\$750.00
Allowing dog known to be dangerous to be at large unmuzzled or unleashed	\$300.00
Releasing dog from custody	\$750.00

Other dog fees	2025/26	Change
Surrender fee	\$115.00 \$106.00	Surrender and seizure fees are similar and equate to the actual cost.
Seizure fee	\$115.00 \$112.00	
Replacement Registration Tag	\$12.00 \$11.00	Inflation and rounding

Adoption Fees	2025/26	Change
Male dogs	\$382.00 \$371.00	Inflation and rounding
Female dogs	\$437.00 \$424.00	Inflation and rounding

Stock control fees	2025/26	Change
For every: Horse, cattle, deer, ass or mule		
Impounding	\$164.00 \$159.00	Inflation and rounding
Conveying	Actual cost	



Stock control fees	2025/26	Change
Sustenance (per day or part thereof)	Actual cost	
Sheep, goat or pig		
Impounding	\$67.00 \$65.00	<u>Inflation and rounding</u>
Conveying	Actual cost	
Sustenance (per day or part thereof)	Actual cost	
Service of Notices		
Service of Notices	\$17.50 \$17.00	<u>Inflation and rounding</u>
Insertion of Notice in Newspaper (plus actual cost of insertion)	\$17.50 \$17.00	<u>Inflation and rounding</u>
Call Out Fee	\$157.00 \$152.00	<u>Inflation and rounding</u>
Mileage (kms)	\$1.04 \$0.88	<u>Aligned with IRD kilometre rate.</u>

Asset Protection Bond and Service Connection Fees

1. Asset protection bonds are deposits only.
2. Where Council incurs additional cost in administering the asset protection bond then additional fees will be charged. Examples of incurring additional cost include undertaking additional inspections over and above those stated below, arranging for sub-standard works or damaged assets/infrastructure to be brought up to the required standards, re-inspections of work etc.
3. Where additional fees are charged, the fees will be charged on a time and cost basis with a minimum fee of 1 hour plus disbursements and deducted from the bond amount prior to refund
4. For item 3 above if the value of the additional fees exceeds the value of the bond then Council will invoice the Bond Holder for the balance outstanding.

Refundable Asset Protection Bond	2025/26	Changes
Refundable asset protection bond (where double check value or RPZ not required) - residential	\$1,238.00 \$1,202.00	<u>Inflation and rounding.</u>
Refundable asset protection bond - 3 or more dwelling units	\$1,238.00 \$1,202.00 per dwelling unit (up to a maximum of \$20,000)	
Refundable asset protection bond (where double check valve or RPZ required) - residential	\$2,604.00 \$2,528.00	
Refundable asset protection bond (where double check value or RPZ not required) - commercial	\$2,372.00 \$2,303.00	
Refundable asset protection bond (where double check valve or RPZ) - commercial	\$5,902.00 \$5,730.00	



Bond Processing and Inspection Fees	2025/26	Changes
Bond processing and inspection fee (no vehicle crossing)	\$307.00 \$298.00	Simplified these fees by listing separately the vehicle crossing pre-pour inspection fee. Inflation and rounding have been applied. Currently, we charge \$298 for the bond processing and inspection fee (no vehicle crossing), and \$410 for the bond processing and inspection fee (with a vehicle crossing). The \$410 consists of the \$298 processing inspection fee and a \$112 vehicle crossing inspection fee. To avoid confusion, we would like these fees listed separately.
Bond processing and inspection fee (with a vehicle crossing)	\$410.00	
<u>Vehicle crossing pre-pour inspection fee</u>	<u>\$115.00</u>	
Water, wastewater and stormwater connection inspection fee <u>(one inspection)</u>	<u>\$179.00</u> \$174.00	
<u>Water, wastewater and stormwater connection inspection fee (two or more inspections)</u>	<u>\$358.00</u>	New fee.

Service Connection Fees	2025/26	Changes
Service connection application fee	<u>\$282.00</u> \$274.00	Inflation and rounding.
Streetlight relocation fee	<u>\$588.00</u> \$571.00	



Service Connection Fees	2025/26	Changes
Services that may require a Service Connection Approval are Water / Wastewater / Stormwater Connections, Streetlight Relocation and Vehicle Crossings. All Service Connection Applications require the payment of a refundable Asset Protection Bond.		

Other Fees	2025/26	Changes
Removal and replacement of juvenile street trees - per tree	<u>\$916.00</u> <u>\$889.00</u>	<u>Inflation and rounding.</u>
<u>Hourly rates under Development Works may also apply - reasonable costs incurred will be charged based on the hourly rate of staff involved.</u>		

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Baycourt

2025/26						
Venue hire fees - <u>Commercial</u>	Compl ex	Audito rium	X Space	Terra ce Room	Gree nroo m	Terra ces
<u>Live pPerformances* or exhibitions</u>	\$4,600.00 \$4,370.00	\$3,105.00 \$2,875.00	\$1,265.00 \$1,035.00	\$276.00 \$264.50	\$276.00 \$264.50	\$483.00 \$460.00
Non-performance e.g. meetings / conference / private function - full day rate	\$4,945.00 \$4,600.00	\$3,450.00 \$3,220.00	\$1,380.00 \$1,150.00	\$402.50 \$368.00	\$402.50 \$368.00	\$713.00 \$690.00
Non-performance e.g. meetings / conference / private function - half day rate (60% of full day rate) - 5 hours or less	\$2,990.00 \$2,760.00	\$2,070.00 \$1,932.00	\$747.50 \$690.00	\$230.00 \$220.80	\$230.00 \$220.80	\$437.00 \$414.00
Exhibitions	\$4,370.00	\$2,875.00	\$713.00	\$264.50	\$264.50	\$460.00
Pre/post show function	N/A	N/A	\$460.00	\$264.50	\$264.50	\$460.00

* or 12% of net box office, whichever is greater.

Venue hire fees have increased above inflation to cover direct costs and maintain positive margin.

Exhibition and pre/post show function hire rates are very rarely used so can be removed altogether.



2025/26							Changes
Venue hire fees	Complex	Auditorium	X Space	Terrace Room	Greenroom	Terraces	
Community							
Live Performance* or exhibition	\$2,300.00	\$1,552.50	\$632.50	\$138.00	\$138.00	\$241.50	50% discount on commercial hire fees as per standard.
Non-performance e.g. meetings / conference / private function - full day rate	N/A	N/A	N/A	N/A	N/A	N/A	Remove as not applicable.
Non-performance e.g. meetings / conference / private function - 5 hours or less	N/A	N/A	N/A	N/A	N/A	N/A	
Exhibitions	\$2,185.00	\$1,437.50	\$356.50	\$132.25	\$132.25	\$230.00	
Pre/post show function	N/A	N/A	N/A	N/A	N/A	N/A	
* or 12% of net box office, whichever is greater.							
Community rate applies to performances and exhibitions only.							

Surcharges	2025/26
Statutory Days	50%
Additional Performance per Day	50%



Cargo Shed	2025/26	Changes
Venue hire per day (regardless of event type <u>excluding weddings</u>) ^Δ	\$672.75 \$747.50	Increased above inflation to cover direct costs and retain positive profit margin.
Venue hire half day rate - 4 hours or less (<u>excluding weddings</u>)	\$402.50 \$437.00	
<u>Wedding package (full day hire)</u>	\$1,725.00	Introducing a new rental rate to reflect market needs.

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Bay Venues Limited

These fees are an indicative snapshot of Bay Venues Limited (BVL) fees and charges. Council's Enduring Statement of Expectations states that fee increases can unilaterally be implemented by BVL unless these fees are increasing by more than inflation.

Information on User Fees is available on www.bayvenues.co.nz under each venue.

Aquatics General Entry	2025/26	Changes	
Baywave			
Adult	\$9.70 \$9.50	Inflation and rounding. Some of the 2024/25 prices set by Bay Venues Limited are lower than what was published in our 2024/25 schedule. While some changes may look like reductions, they are slight increases. Information on User Fees is available on www.bayvenues.co.nz under each venue.	
Senior	\$6.20 \$6.00		
Child	\$6.10 \$6.00		
Child 2-4	\$4.60 \$4.60		
Family	\$26.50 \$26.70		
Hydroslide	\$7.00 \$6.80		
Greerton			
Adult	\$7.10 \$7.00		
Senior	\$4.90 \$4.90		
Child	\$4.30 \$4.20		
Child 2-4	\$3.60 \$3.50		
Family	\$18.50 \$20.80		
Memorial/Ōtūmoetai			
Adult	\$7.10 \$7.00		
Senior	\$4.90 \$4.90		
Child	\$4.30 \$4.20		
Child 2-4	\$3.60 \$3.50		
Family	\$18.50 \$20.80		

Aquatics Lane Hire – effective 1 January 2026	2025/26	Changes
Standard Lane Hire	\$14.00 \$13.80	
Standard Off Peak Lane Hire	\$12.60	New fees
Regular Users Lane Hire	\$12.60	



Aquatics Squad Entry - effective 1 July 2025 Aquatics Lane Hire		2025/26	Changes
Adult Squad Baywave		\$4.70	
Adult Squad Greerton/Memorial/Ōtūmoetai		\$4.60 \$2.80	
Child Squad Baywave		\$2.80 \$4.60	
Child Squad Greerton/Memorial/Ōtūmoetai		\$2.40 \$2.10	

Aquatics Memberships	2025/26	Changes
Baywave	\$631.40 \$620.10	
Greerton/Memorial/Ōtūmoetai	\$404.70 \$397.50	

Definitions for the indoor venue fees

See bayvenues.co.nz for more information on each venue and fees applicable. The fees below are for exclusive use of the venue.

Standard Hire

Groups from outside of Tauranga City Council area, casual or one-off hirers or any group/individual hiring space for profit (eg any class where instructor retains fees/profit). Includes non-ticketed regional and national sporting tournaments or events.

Community Regular Hire

Local not-for-profit Tauranga groups (sporting and recreation groups, churches, play centre, support groups, etc) who hire the facility regularly (eg re-occurring weekly bookings for a minimum of 10-wks or 10 re-occurring monthly bookings per year). Excludes regional and national tournaments or events.

Commercial Hire

Includes concerts, corporate, gala dinners, conferences, expos, professional sporting events and ticketed events. Also includes commercial entities hiring space for meetings, etc.

Youth/Senior

Youth and senior rates apply when 75% of participants are under 18 years of age or 65 years of age and over.

Indoor Sports	2025/26	Changes
Mercury Arena		
Adult - Standard	\$64.30 \$63.20	Inflation and rounding.
Adult - Community Regular	\$54.70 \$53.70	
Youth/Senior - Standard	\$54.70 \$53.70	
Youth/Senior - Community Regular	\$45.00 \$44.20	



Indoor Sports	2025/26	Changes
QEYC		
Adult - Standard	\$51.40 \$50.60	<u>Inflation and rounding.</u>
Adult - Community Regular	\$43.70 \$42.90	
Youth/Senior - Standard	\$43.70 \$42.90	
Youth/Senior - Community Regular	\$36.10 \$35.40	
<u>Haumaru</u>		
<u>Adult - Standard</u>	\$51.40	<u>New fees.</u>
<u>Adult - Community Regular</u>	\$43.70	
<u>Youth/Senior - Standard</u>	\$43.70	
<u>Youth/Senior - Community Regular</u>	\$36.10	
Aquinas Action Centre		
Adult - Standard	\$45.00 \$44.20	<u>Inflation and rounding.</u>
Adult - Community Regular	\$38.30 \$37.60	
Youth/Senior - Standard	\$38.30 \$37.60	
Youth/Senior - Community Regular	\$31.50 \$31.00	
Merivale Action Centre		
Adult - Standard	\$45.00 \$44.20	<u>Inflation and rounding.</u>
Adult - Community Regular	\$38.30 \$37.60	
Youth/Senior - Standard	\$38.30 \$37.60	
Youth/Senior - Community Regular	\$31.50 \$31.00	
Mount Sports Centre		
Adult - Standard	\$45.00 \$44.20	
Adult - Community Regular	\$38.30 \$37.60	
Youth/Senior - Standard	\$38.30 \$37.60	
Youth/Senior - Community Regular	\$31.50 \$31.00	
Indoor Sports Additional Charges		
<u>Mercury Baypark (community use only)</u>		<u>New fees.</u>
<u>Tournament Room (free to groups hiring all courts)</u>	\$20.50	
<u>Rangataua Room</u>	\$20.50	
<u>Suites (per suite)</u>	\$37.70	
QEYC		



<u>Stage</u>	<u>\$14.90</u>
<u>Tournament Room (free to groups hiring all courts)</u>	<u>\$14.90</u>
<u>Haumarū</u>	
<u>Tournament Room (free to groups hiring all courts)</u>	<u>\$14.90</u>
<u>Kitchen Hire QEYC & Mount Sports Centre</u>	
<u>Standard</u>	<u>\$14.80</u>
<u>Community Regular</u>	<u>\$8.70</u>

Community Halls	2025/26	Changes
Bethlehem / Greerton / Matua / Welcome Bay		
Adult - Standard	\$35.60 \$35.00	Inflation and rounding.
Adult - Community Regular	\$30.20 \$29.70	
Youth/Senior - Standard	\$30.20 \$29.70	
Youth/Senior - Community Regular	\$24.90 \$24.50	
Cliff Rd / Elizabeth Street		
Adult - Standard	\$24.90 \$24.50	
Adult - Community Regular	\$21.10 \$20.80	
Youth/Senior - Standard	\$21.10 \$20.80	
Youth/Senior - Community Regular	\$17.50 \$17.20	
Tauriko Settlers Hall / Waipuna		
Adult - Standard	\$28.40 \$28.00	
Adult - Community Regular	\$24.20 \$23.70	
Youth/Senior - Standard	\$24.20 \$23.70	
Youth/Senior - Community Regular	\$20.00 \$19.60	

Arataki / Papamoa Sport & Recreation Centre	2025/26	Changes
XL Room (Heron/Dotterel or Surfbreaker/Dunes Rooms Combined)		
Adult - Standard	<u>\$56.80</u> \$55.80	<u>Inflation and rounding.</u>
Adult - Community Regular	<u>\$45.40</u> \$44.60	
Youth/Senior - Standard	<u>\$45.40</u> \$44.60	
Youth/Senior - Community Regular	<u>\$36.90</u> \$36.30	



Arataki / Papamoa Sport & Recreation Centre		2025/26	Changes
Large Room (Heron, Dotterel, Surfbreaker, Dunes, Beachside)			
Adult - Standard		\$45.40 \$44.60	
Adult - Community Regular		\$36.40 \$35.70	
Youth/Senior - Standard		\$36.40 \$35.70	
Youth/Senior - Community Regular		\$29.60 \$29.00	
Medium Room (Kingfisher, Penguin, Driftwood)			
Adult - Standard		\$36.40 \$35.70	
Adult - Community Regular		\$29.10 \$28.60	
Youth/Senior - Standard		\$29.10 \$28.60	
Youth/Senior - Community Regular		\$23.60 \$23.20	
Small Room (Sandpiper, Oystercatcher, Seashell, Shoreline)			
Adult - Standard		\$25.60 \$25.20	
Adult - Community Regular		\$20.50 \$20.10	
Youth/Senior - Standard		\$20.50 \$20.10	
Youth/Senior - Community Regular		\$16.70 \$16.40	

Papamoa Community Centre	2025/26	Changes
Large Room (Tohora, Aihe)		
Adult - Standard	\$45.40 \$44.60	Inflation and rounding.
Adult - Community Regular	\$36.40 \$35.70	
Youth/Senior - Standard	\$36.40 \$35.70	
Youth/Senior - Community Regular	\$29.60 \$29.00	
Medium Room (Mako)		
Adult - Standard	\$36.40 \$35.70	
Adult - Community Regular	\$29.10 \$28.60	
Youth/Senior - Standard	\$29.10 \$28.60	
Youth/Senior - Community Regular	\$23.60 \$23.20	



Papamoa Community Centre		2025/26	Changes
Small Room (Tamure, Tarakihi, Patiki, Atrium)			
Adult - Standard		\$25.60 \$25.20	
Adult - Community Regular		\$20.50 \$20.10	
Youth/Senior - Standard		\$20.50 \$20.10	
Youth/Senior - Community Regular		\$16.70 \$16.40	

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Building Services

Fees for building services can be paid in person at our customer service centre, or online through internet banking, debit cards or credit cards. You'll need your invoice number and customer number as shown on your invoice.

Any functions or services that are provided but are not specifically detailed in this schedule will be charged at the relevant officer charge out rate. All charges by Council must be paid as soon as practicable. Applications that are not accepted at the time that they are submitted will incur administration costs.

Where this document refers to Residential 1, 2, 3 or Commercial 1, 2, 3 this is the complexity of work according to the National BCA Competency Assessment System Levels.

A deposit may be charged for applications where it is considered necessary.

Standard Building Consent Fees	2025/26	Changes
Staff hourly rates (including GST)	Per hour	
Administration	\$142.00 \$131.25	Increases for building services include 3% inflation plus 5% increase in fees to cover costs of delivering the activity. Detailed financial forecasting was carried out during the 2024-34 Long-term Plan (LTP) process on building services costs. A decision was made to increase fees 5% each year for the first five years of the LTP, rather than put the fees up significantly in year 1 of the LTP. This was and will be reviewed each year to determine if
Code Compliance Assessors	\$198.00 \$183.75	
Building Control Officer (Residential 1 and 2 projects)	\$248.00 \$229.95	
Building Compliance Officers	\$248.00 \$229.95	
Building Control Officers (Residential 3 and Commercial projects)	\$263.00 \$243.60	
Specialists - Development Engineers	\$289.00 \$267.75	
Senior Specialists - Structural Engineer and Senior Development Engineer	\$323.00 \$299.25	
Team Leader/Manager/Project Manager/ Lead Technical Specialist	\$339.00 \$313.95	



Standard Building Consent Fees	2025/26	Changes
		<u>increases are needed and only applied if the predictions are still accurate.</u>
External Specialists fees are charged out if they exceed the staff hourly rates at actual costs plus TCC admin time.	Actual costs plus TCC admin time	

Online System Fee - charged on all new Building Consent, Certificate of Acceptance and Exemption applications	2025/26	Changes
Project value up to \$124,999	<u>\$98.00</u> \$90.30	<u>See above.</u>
Project value \$125,000 to \$499,999	<u>\$294.00</u> \$271.95	
Project value \$500,000 to \$999,999	<u>\$489.00</u> \$452.55	
Project value over \$999,999	<u>\$1,021.00</u> \$945.00	

Administration charges - charged on Building Consent applications where required	2025/26	Changes
Administering a new Section 72, Section 75, Section 124 notice. (Note: Solicitor time and LINZ registration cost will be charged directly to the applicant by Council's solicitors at the time)	<u>\$268.00</u> \$247.80	<u>See above.</u>
Building Act Section 37 (planning) Certificate fee	<u>\$271.00</u> \$250.95	
Exemption Fee (application for exemption from the building consent requirements). For project value up to \$19,999 - fixed rate, plus hourly charge fees as applicable.	<u>\$271.00</u> \$250.95	
Exemption Fee (application for exemption from the building consent requirements). For project value \$20,000 to \$499,999 - fixed rate, plus hourly charge fees as applicable.	<u>\$645.00</u> \$597.45	
Exemption Fee (application for exemption from the building consent requirements). For project value \$500,000 and over - fixed rate, plus hourly charge fees as applicable.	<u>\$1,270.00</u> \$1,176.00	
Report Filing Fee* - for receiving third party specialist building reports or other information to place on the property file at owner's request.	<u>\$289.00</u> \$267.75	
Waiver or Modification of the building code	<u>\$167.00</u> \$154.35	
Notice to Fix - residential	<u>\$248.00</u> \$229.95	



Administration charges - charged on Building Consent applications where required	2025/26	Changes
Notice to Fix - commercial	\$263.00 \$243.60	
Notice to Fix extension of time	\$248.00 \$229.95	
Obtaining a Certificate of Title	\$43.00 \$39.90	
Fire Emergency NZ (FENZ) Review when charged to TCC	Actual cost	

Building Consent Levies	2025/26	Changes
Building Consent lodgement Checking Fee (per hour)	\$142.00 \$131.25	See above.
Building Consent Authority Accreditation and Assessment Levy. Charged for meeting the standards and criteria under the Building Accreditation Regulations of 2006	\$1.25 per \$1,000 (or part there-after of building works \$20,000 or more)	No change.
Building research levy (\$1 per \$1,000 or part there-after of building works \$20,000 or more). The BA04 requires the Council to collect a levy to be paid to the Building Research Association of NZ (BRANZ).	\$1 per \$1,000 (or part there-after of building works \$20,000 or more)	
Building levy (\$1.75 per \$1,000 or part there-after of building works \$65,000 or more). The BA04 requires Council to collect a levy to be paid to MBIE.	\$1.75 per \$1,000 (or part there-after of building works \$65,000 or more)	

Site Inspections	2025/26	Changes
Residential - per hour	\$248.00 \$229.95	See above.
Commercial - per hour	\$263.00 \$243.60	
Residential Building Inspections same day cancellation (fixed fee) - applicable where inspection is cancelled within 24 hours of booked inspection	\$248.00 \$229.95	
Commercial Building Inspections same day cancellation (fixed fee) - applicable where inspection is cancelled within 24 hours of booked inspection	\$263.00 \$243.60	
Inspection charges include booking time, travel time, time on site and time spent assessing and completing associated inspection documentation		

Code Compliance Certificate (CCC) - fixed fee plus hourly charge as applicable	2025/26	Changes
Project value up to \$19,999	\$184.00 \$170.10	See above.
Project value \$20,000 to \$99,999	\$474.00	



	\$438.90	
Project value \$100,000 to \$499,999	\$696.00 \$644.70	
Project value \$500,000 and over	\$1,273.00 \$1,179.15	
CCC reactivation fee	\$310.00 \$286.65	

Historic CCCs	2025/26	Changes
Historic code compliance certificate (over 5 years old) for drainage, solid fuel heaters, solar, retaining walls - fixed fee	\$474.00 \$438.90	See above.
Historic Residential code compliance certificate (over 5 years old) - fixed fee	\$951.00 \$880.95	
Historic Commercial code compliance certificate (over 5 years old) - fixed fee	\$1,873.00 \$1,734.60	
Fixed fee covers the initial desktop review. Standard inspection charges, CCC project value fees and further review time charges are additional (if applicable).		

Earthworks Monitoring	2025/26	Changes
Monitoring Fee - this provides for one hour of monitoring. If non-compliance is identified further hourly rates may apply	\$263.00 \$243.60	See above.

Pre- Application Advice	2025/26
Pre- Application and Project concept development meetings (based on the charge out rates of the officers in attendance)	Refer to hourly charge out rates. First 0.5 hour free, then charge applies
Pre- Application - Commercial Quality Assurance Projects (based on the charge out rates of the officers in attendance)	Refer to hourly charge out rates. First 0.5 hour free, then charge applies

Amendments and Minor Variations - Fixed fee plus hourly charge as applicable	2025/26	Changes
Amended building consent applications – project value (amendment) up to \$9,999	\$88.00 \$81.90	See above.
Amended building consent applications – project value (amendment) - \$10,000 to \$19,999	\$180.00 \$166.95	



Amendments and Minor Variations - Fixed fee plus hourly charge as applicable	2025/26	Changes
Amended building consent applications – project value (amendment) - \$20,000 to \$99,999	<u>\$259.00</u> \$239.40	
Amended building consent applications – project value (amendment) - \$100,000 and over	<u>\$454.00</u> \$420.00	
On-site minor variation (residential) - per hour	<u>\$248.00</u> \$229.95	
On-site minor variation (commercial) - per hour	<u>\$263.00</u> \$243.60	

Building Consent Extension of time (to extend the period to commence building work)	2025/26	Changes
Residential	<u>\$187.00</u> \$173.25	See above.
Commercial	<u>\$235.00</u> \$217.35	

PIM only fixed fees	2025/26	Changes
Residential	<u>\$782.00</u> \$724.50	See above.
Commercial	<u>\$988.00</u> \$914.55	
Where a PIM is included with a Building Consent application the PIM will be charged at the officers' hourly rate.		

Fireplaces, Solar water heaters and Insulation fixed fees	2025/26	Changes
Solid or liquid fuel heaters (freestanding one inspection)	<u>\$567.00</u> \$525.00	See above.
Solid or liquid fuel heaters (Inbuilt two inspections)	<u>\$794.00</u> \$735.00	
Solid or liquid fuel heaters (residential pre-approved models only). The fixed fee includes processing, inspections, administration and a Code Compliance Certificate. Additional fees may apply if requests for further information or additional inspections are required.		

Retrofit rainwater tank	2025/26
Solar water heater - processing costs covered by rates	\$0.00
Retrofit insulation in exterior walls (exemption application)	\$0.00



Certificate of Acceptance (COA) Application	2025/26	Changes
Residential Fixed Fee	\$940.00 <u>\$870.45</u>	<u>See above.</u>
Commercial Fixed Fee	\$1,230.00 <u>\$1,139.25</u>	
COA Administration Fee	\$234.00 <u>\$216.30</u>	
Residential Site Visit (COA) - per hour	\$248.00 <u>\$229.95</u>	
Commercial Site Visit (COA) - per hour	\$263.00 <u>\$243.60</u>	
<p>Fixed fee covers Building Officer time and administration fees. System fees are additional. Additional time charges may be applicable. Fixed fee is non-refundable (even if the application is withdrawn or refused).</p> <p>Building consent fees that would have been payable if consent had been sought before completing the work may be payable in addition to the COA fees as per s.97(e) of the Building Act 2004.</p>		

Compliance Schedule - fixed fee plus hourly charge as applicable	2025/26	Changes
Schedule Application Base Fee	<u>\$160.00</u> \$148.05	<u>See above.</u>
Amendment to Compliance Schedule	<u>\$145.00</u> \$134.40	
Additional fee per feature identified in schedule	<u>\$39.00</u> \$35.70	
Building Warrant of Fitness Site Audit per hour	<u>\$263.00</u> \$243.60	
Expired BWOFF charge	<u>\$238.00</u> \$220.50	
Process Building Warrant of Fitness	<u>\$133.00</u> \$122.85	



Certificate of Public use - fixed fee plus hourly charge as applicable	2025/26	Changes
CPU - Commercial 1 & 2	<u>\$835.00</u> \$772.80	See above.
CPU - Commercial 3	<u>\$1,285.00</u> \$1,189.65	
Certificate of Public Use extension of time	<u>\$374.00</u> \$346.50	

Building Reports	2025/26	Changes
Subscription of Building Consent Approval Information - Weekly service - fee per week	<u>\$31.00</u> \$28.35	<u>See above.</u>
Subscription of Building Consent Approval Information - Monthly service - fee per month	<u>\$62.00</u> \$57.75	
Each document placed on Council's property file must have a disclaimer in favour of, acceptable to, & indemnifying Council in all respects, put on the document and signed by the applicant.		

Swimming Pool	2025/26	Changes
Swimming pool barrier inspection fee (each inspection)	<u>\$189.00</u> \$174.90	See above.
The first inspection is included in property rates as a targeted rate.		



Cemetery Parks and Crematorium

Cremations	2025/26	Changes
Adults 13 years and over - standard size casket	\$979.00 \$950.00	<u>Inflation and rounding.</u>
Children 5 - 12 years	\$473.00 \$459.00	
Children under 5 years	\$213.00 \$207.00	
Children under 6 months	\$0.00	
Ashes Urn small - each	\$19.00 \$18.00	
Ashes Urn large - each	\$36.00 \$35.00	
Animal Cremations up to 30kg	\$350.00	<u>We do not provide this service.</u>
Animal Cremations over 31kg	\$500.00	
Adults weighing more than 150kg (additional to above)	\$207.00 \$201.00	<u>Inflation and rounding.</u>
Oversized Casket (additional to standard size casket fee and weight fee above)	\$150.00	
<u>Same day cremation and processing</u>	<u>\$200.00</u>	<u>New fee to cover staffing costs.</u>

Burial of Ashes		2025/26	Changes
Rose garden area	Plot and Maintenance	\$1,500.00 \$1,201.00	<u>Increased to meet contractor prices for installation and maintenance.</u> <u>Inflation and rounding.</u>
Ashes berm area	Plot and Maintenance	\$527.00 \$512.00	
Memorial Garden 14 and 15	Plot and Maintenance	\$661.00 \$642.00	
Memorial Garden 16, 17, and 18	Plot and Maintenance	\$1,024.00 \$994.00	
Scatter ashes in Tauranga Cemetery Park	Plot and Maintenance	\$101.00 \$98.00	
Ashes burial	Plot and Maintenance	\$142.00 \$138.00	
Ashes Plot Catholic & Presbyterian	Plot and Maintenance	\$730.00 \$708.00	



Burials		2025/26	Changes
Pyes Pa Cemetery - Adults 13 years and over¹	Plot and Maintenance	\$4,256.00 \$4,132.00	<u>Inflation and rounding.</u>
Pyes Pa Cemetery - Specialised burial	Plot and Maintenance	\$4,846.00 \$4,705.00	
City Cemeteries Plot (Presbyterian)²	Plot and Maintenance	\$4,256.00 \$4,132.00	
Standard Casket	Burial Fee	\$1,358.00 \$1,318.00	
Pyes Pa RSA burial	Burial Fee	\$1,358.00 \$1,318.00	
Specialised burial (including materials)	Burial Fee	\$2,123.00 \$2,061.00	
Oversize Casket - any casket longer than 208cm x 72cm (6'10" x 28") or rectangular is considered oversize and extra depth.	Additional	\$370.00 \$359.00	
Pyes Pa children's Row 5 - 12 years	Plot and Maintenance	\$1,282.00 \$1,245.00	
	Burial Fee	\$232.00 \$225.00	
Pyes Pa children's Row under 5 years	Plot and Maintenance	\$953.00 \$925.00	
	Burial Fee	\$157.00 \$152.00	
Second burial - Adult (includes reopen fee)		\$1,760.00 \$1,708.00	
Second burial - Child under 13 years (includes reopen fee)		\$499.00 \$484.00	
Fee to disinterment in addition to burial fees		\$6,397.00 \$6,211.00	
Late fee³		\$447.00 \$434.00	
Additional charge for burial on Saturday or after 5pm Monday-Friday		\$600.00 \$405.00	
Travel Fee for burials at City Cemeteries		\$963.00 \$935.00	
Non Resident Fee (additional to plot, maintenance, and burial fees above)		\$1,030.00 \$1,000.00	
<u>Lowering Device Hire</u>		\$50.00	<u>New fees required to cover costs and meet customer needs.</u>
<u>Self-Backfill Option (additional cleanup required)</u>		\$293.00	

¹ Plot maintenance in perpetuity and memorial permit included in plot purchase

² Cost includes purchase, maintenance and memorial permit for a plot in the Presbyterian Cemetery located in 18th Avenue

³ Late fee for burials and cremations. Applies when services arrive later than time booked. See Cemetery rules for grace periods that apply.



Memorial Only	2025/26	Changes
Granite Book of Memory and Plaque	\$1,127.00 \$1,094.00	<u>Inflation and rounding.</u>
Book of Memory Inscription (Chapel Display)	\$132.00 \$128.00	

Chapel and Lounge	2025/26	Changes
Chapel hire - 1 hour Chapel time plus 30 mins set up	\$357.00 \$347.00	<u>Inflation and rounding.</u>
Chapel hire - Maximum 30 mins Chapel time plus 10 mins set up	\$187.00 \$182.00	
Tui Lounge⁴	\$337.00 \$327.00	

Funeral Directors	2025/26	Changes
Discount for the processing of customer invoices and prompt payment	40%	<u>Removing the discount as this is no longer affordable for council to provide.</u>

Additional charges	2025/26	Changes
Public Holiday Surcharge	\$1,000.00 \$606.00	<u>Requires two staff to be paid overtime on Public Holidays.</u>
Couriering ashes, national (international by negotiation)	\$111.00 \$108.00	<u>Inflation and rounding.</u>
Administration Fee (For funerals without a Funeral Director)	\$500.00 \$182.00	<u>This process requires a lot of staff time. The increase matches actual staff costs involved.</u>
<u>Administration Fee (Seat Donation Site)</u>	\$250.00	<u>New fee to cover costs associated.</u>

⁴ Cost is for use of the Lounge for a booking time of one hour. Additional time will be charged in 30-minute increments (minimum charge is \$3237)



Burial Service Package - Based on 1 hour use of Chapel and Lounge ⁵		2025/26	Changes
Burial Service Package for First casket interment - based on 1 Hour Use of chapel and lounge		\$1,900.00	<u>Inflation and rounding.</u>
		\$1,845.00	
Burial Service Package for Second casket interment - based on 1 Hour Use of chapel and lounge		\$2,340.00	
		\$2,271.50	

Cremation Service Package - Based on 1 hour use of Chapel and Lounge ⁵	2025/26
(Includes - Cremation - Adult, Large Urn, Chapel Hire and Function Facility)	\$1,612.00

⁵ Burial and Cremation service packages fees based on 1 hour booking for Chapel and 1 hour booking for Lounge. Any additional time will be charged in 30-minute increments.



Development Contributions

Fees can be found in the Development Contributions Policy on [Council's website](#).

Development Contribution Objections

If a person objects to Council's requirement that a development contribution be made, in accordance with section 199C of the Local Government Act, then Council may recover from the person its actual and reasonable costs in respect of the objection (section 150A of the Local Government Act).

- Costs relating to staff time will be charged at the rates specified for the relevant staff member as set out in the user fees and charges
- Other costs may include photocopying and printing, actual and administration costs incurred in holding and managing the objection, planning and specialist reports and actual costs incurred for external consultants and/or specialists
- Council may also recover costs incurred in respect of the selection and engagement of the development contributions commissioners

Development Works

The Development Works Approval fee is to be paid at the time of application for Development Works Approval. The fee is a non-refundable deposit. The costs associated with reviewing the engineering plans, observation/testing and monitoring of the development works will be deducted from the deposit fee. Where the costs incurred exceed the deposit fee the consent holder will be invoiced for the outstanding balance.

Periodic observations will be carried out weekly during construction. A minimum monthly charge will apply for all active Development Works Approval applications.

	2025/26	Changes
Minimum monthly charge for active Development Works Approval application	\$243.00 \$236.38	<u>Inflation and rounding.</u>
Project value less than \$10,000	\$1,892.00 \$1,836.98	
Project value between \$10,000 and \$100,000	\$1,806 \$1,753 plus 1.5% of the value of the development works and professional fees	
Project value greater than \$100,000	\$4,211 \$4,088 plus 0.7% of the value of the development works and professional fees	

	2025/26	Changes
CCTV Inspections of gravity drainage lines		
CCTV Inspections of Gravity Drainage Lines	Actual Cost plus 10% administration fee	
CCTV technical review and data conversion (approximately \$2.40 per metre plus GST)	Actual costs charged	



CCTV Inspections of gravity drainage lines	2025/26	Changes
CCTV processing fee	\$111.00 \$108.16	Inflation and rounding.

Category 1 and 2 Geo-professional Pre-Qualification accreditation	2025/26	Changes
Application for Category 1 or 2 accreditation	\$3,000.00 \$1,224.30	Fee is increasing to
Application for renewal - continuance at same level	\$1,800.00 \$735.64	reduce reliance on rates.

Subdivision Reserves, Stormwater Reserves and Streetscape Maintenance Fee (in Lieu of Developer Maintenance) Tauranga City Council will determine which fee is appropriate for the development	2025/26	Changes
Type 7 Mowing - Grass Height 30mm-60mm	\$0.73 \$0.13	Increased to the new City Operations rates for 2024/25 year, plus 3% inflation.
Type 8 Mowing - Grass Height 30mm-100mm	\$0.37 \$0.07	
G2 Gardens	\$0.87 \$0.65	
G3 Gardens	\$0.28 \$0.26	
G4 Gardens	\$0.83 \$0.16	
H1 Hedges - below 600mm high	\$2.86 \$2.62	
H2 Hedges - below 1800mm high	\$2.86 \$2.62	
E1 Reveg - year 0-2	\$0.89 \$0.39	
E2 Reveg - year 2-4	\$0.68 \$0.26	
E3 Reveg - year 4-6	\$0.38 \$0.07	
E4 Reveg - over mature site	\$0.20 \$0.09	
Tree Maintenance	\$303.00 \$100.79	Adjusted to allow for replacement trees.

Incomplete Works and Landscaping Bonds (see infrastructure development code section QA7)	2025/26	Changes
Minimum bond amount	\$5,000.00	
Landscape maintenance bond	Plus 25% for Engineering supervision/Escalation , Plus GST Allowance	



Incomplete Works and Landscaping Bonds (see infrastructure development code section QA7)	2025/26	Changes
Incomplete works bond	Plus 25% for Engineering supervision/Escalation , Plus GST	
Administration fee (non-refundable)	\$625.00 \$606.96	
Bond registration/deregistration fee (non-refundable)	\$772.50 \$750.00	<u>Amended wording, as this is a deregistration – the registration is instructed to a solicitor. Deregistration is initiated by staff after the bond is refunded.</u>

Potentially refundable components	2025/26
Landscape maintenance bond	Cost plus 25% contingency plus GST
Incomplete works bond	Cost plus 25% contingency plus GST

<u>Hourly Rates</u>	<u>2025/26</u>	<u>Changes</u>
<u>Land Development Information Advisor</u>	<u>\$134.93</u>	<u>These hourly rates are currently charged where applicable (in line with other hourly rates listed). For 25/26 these are being listed in the schedule for transparency.</u>
<u>Development Monitoring Advisor</u>	<u>\$236.90</u>	
<u>Land Development Engineer</u>	<u>\$276.04</u>	
<u>Note that reasonable costs incurred will be charged based on the hourly rate of staff involved.</u>		

As-Built Information received in Paper Form	2025/26	Change
Base Fee	\$246.43	<u>We no longer receive paper as-builts so the fee is not required.</u>
Cost per allotment	\$129.82	
Digital Conversion Fee – applied per allotment when a PDF of the as-built information is not provided with the electronic record as-builts	\$73.42	



As-Built Information received in Electronic Form	2025/26	Changes
Base Fee	\$254.00 \$246.43	<u>Inflation and rounding.</u>
Cost per allotment	\$83.00 \$80.55	
Digital Conversion Fee - applied per allotment when a PDF of the as-built information is not provided with the electronic record as-builts	\$76.00 \$73.42	
The electronic version must comply with the Infrastructure Development Code (IDC)		

In-fill Subdivision As-Built Fee - 2 lot Subdivision Only	2025/26	Changes
Fixed fee	\$366.00 \$355.78	<u>Inflation and rounding.</u>

Incorrect As-built Information	2025/26
When as-built information provided to Council is found to contain incorrect service information (i.e. incorrect service connections, data, dimensions, co-ordinates, references, or does not match what is found or observed out in the field), then Council will charge the Consultant responsible for the costs incurred in following up the incorrect information or co-ordinating the finding of incorrect as-built information.	Actual cost with a minimum charge of one hour plus disbursements. Thereafter on an actual cost basis.
Where incorrect as-built information is found by Council and the consultant concerned does not assist in rectifying the incorrect as-builts or finding the incorrectly shown service connections, then Council will no longer accept as-built information.	



Digital Services

No changes proposed – the cost of this technology has actually gone down therefore fees are proposed to remain the same for 2025/26.

Dark Fibre	2025/26	2025/26
	Term: 2-4 years	Term: > 5 years
Per pair per month	\$1,145.11	\$912.73
Per core per month	\$799.36	\$566.89
Rack Lease	2025/26	2025/26
1 Rack in Cameron Road Data Centre per month (Local Government/Government)	\$1,700.65	\$1,700.65
1 Rack in Cameron Road Data Centre per month (Commercial)	\$2,040.78	\$2,040.78
1 Rack Unit in Spring Street per month (Local Government/Government)	\$45.35	\$45.35
1 Rack Unit in Spring Street per month (Commercial)	\$51.07	\$51.07

Food Premises

Registration	2025/26	Changes
New Single site Registration - Food Control Plan or National Programme	\$373.00 \$362.00	<u>Inflation and rounding.</u>
New Multisite Registration - Food Control Plan or National Programme		
initial site	\$373.00 \$362.00	
subsequent sites (for each additional site)	\$186.00 \$181.00	

Renewal of Registration	2025/26	
Processing renewal of an existing single site registration for Food Control Plan or National Programme	\$196.00 \$190.00	<u>Inflation and rounding.</u>
Processing renewal of an existing multi-site registration for Food Control Plan or National Programme		
initial site	\$196.00 \$190.00	
subsequent sites (for each additional site)	\$186.00 \$181.00	



Amendment to Registration	2025/26	Changes
Processing a <u>significant</u> amendment to registration of a single <u>or</u> <u>multi</u> site Food Control Plan or National Programme	\$206.00 \$200.00	Inflation and rounding.
Processing a <u>minor</u> amendment to registration of a <u>single or</u> multisite Food Control Plan or National Programme	\$124.00 \$120.00	
Significant amendment means change to location, or scope of operations. Minor amendment means change to trading name or legal name of operator.		

Verification - Food Control Plans or National programmes	2025/26	Changes
Verification fee (<u>per hour</u>) for up to 3 hrs of staff time	\$184.00 \$536.00	The previous flat fee does not cover the actual time spent. We are proposing to change to an actual hourly charge, with time to be charged in 15 minute intervals.
Fee (per hour) for additional verification time exceeding 3 hours	\$179.00	
Follow up site visit subsequent to verification (per hour)	\$184.00 \$179.00	Wording changes for clarification, and inflation and rounding applied.
Overdue Corrective Action Follow up. Charges include time spent on email, phone, site visits, assessment, outcome changes and administration (per hour of officer time)	\$184.00 \$179.00	Extending time for cancellation fee, due to costs involved.
Cancelling a verification less than 24-48 hours of the scheduled date and time or non-attendance by essential personnel preventing completion of verification.	\$184.00 \$179.00	Text added for clarification.
Technical specialist required	At cost	
<u>Verification c</u> Charges <u>can</u> include time spent on scheduling, preparation, on site or remote verification, reporting, administration and <u>up to 30 minutes of Corrective Action</u> follow up.		

Compliance and monitoring	2025/26	Changes
Unregistered food business warnings and enforcement	\$184.00 \$179.00	Inflation and rounding.
Conduct complaint driven investigation resulting in the issue of a warning letter, improvement notice or notice of direction.	\$184.00 \$179.00	wording clarifications.



Compliance and monitoring	2025/26	Changes
Conduct investigation of a critical non-compliance assigned during a verification, resulting in the issue of <u>a warning letter</u>, an improvement notice or notice of direction.	\$184.00 \$179.00	
Storage costs related to seized food or food related accessories	At cost	
Disposal costs related to seized food or food related accessories	At cost	
Per hour of Food Safety Officer time which can include investigation, site visits, emails, phone calls, issue of letters or notices, withdrawal of notices, and administration.		

<u>Domestic Food Business Levy (Ministry for Primary Industries levy)</u>	<u>2025/26</u>	<u>Changes</u>
<u>A yearly levy in addition to any new registration or renewal of registration fee for a Food Control Plan or National Programme business.</u>	<u>\$63.25</u>	<u>New fee mandated to collect on behalf of Ministry for Primary Industries.</u>
<u>Collection fee for MPI levy</u>	<u>\$12.65</u>	<u>Maximum collection fee, set by Ministry for Primary Industries.</u>



Health Act functions

Hairdressers	2025/26	Changes
New	\$307.00 \$298.00	Inflation and rounding.
Annual Registration	\$152.00 \$148.00	

Camping Grounds	2025/26	Changes
Annual Registration	\$404.00 \$392.00	Inflation and rounding.

Funeral Directors (funeral services only)	2025/26	Changes
Annual Registration	\$152.00 \$148.00	Inflation and rounding.

Mortuary	2025/26	Changes
Annual Registration	\$307.00 \$298.00	Inflation and rounding.

Swimming Pools	2025/26	Changes
Bacteriological Test if required - per test	Base on time & cost incurred	Inflation and rounding.
Transfer of registration (premises registered under the Health Act)	\$91.00 \$88.00	
Health Act - Monitoring and enforcement (per hour) follow up and investigation related to a Health Act Notice	\$183.00 \$178.00	

Other Health Act Fees	2025/26	Changes
Offensive Trades		
Annual registration	\$285.00 \$277.00	Inflation and rounding.
Inspection fee relating to any matter not provided for in this schedule (per hour)	\$185.00 \$180.00	

Inspection and Enforcement Fees	2025/26	Changes
Request for health inspection and report prior to transfer, or any other reason	\$195.00 \$189.00	Inflation and rounding.
Inspections as a result of non-compliance with any regulations under the Health Act 1956	\$195.00 \$189.00	



Historic Village

All fees increased by inflation and rounded to the nearest dollar where appropriate.

Indoor Venue Hire Rates		2025/26	
		Half Day	Full day
Village Hall		\$577.00 \$560.00	\$1,154.00 \$1,120.00
Village Cinema		\$443.00 \$430.00	\$875.00 \$850.00
Balcony Room		\$628.00 \$610.00	\$1,257.00 \$1,220.00
Durham Barracks		\$330.00 \$320.00	\$644.00 \$625.00
Schoolhouse		\$320.00 \$310.00	\$634.00 \$615.00
Chapel		\$350.00 \$340.00	\$700.00 \$680.00
Chapel Amphitheatre		\$350.00 \$340.00	\$700.00 \$680.00
Outdoor Venue Hire Rates			
Village Square		\$335.00 \$325.00	\$670.00 \$650.00
Forresters Lawn		\$335.00 \$325.00	\$670.00 \$650.00
Front Lawn		\$335.00 \$325.00	\$670.00 \$650.00
Hard surfaces		\$335.00 \$325.00	\$670.00 \$650.00
Village Grounds A - Main Street, Market Street, Village Square, Forresters Lawn, Front Lawn		\$634.00 \$615.00	\$1,267.00 \$1,230.00
Village Grounds B - Village Green		\$891.00 \$865.00	\$1,930.00 \$1,875.00
Colonial Greers Cottage (stand alone)		\$294.00 \$285.00	\$479.00 \$465.00
Full Village (A+B)		\$1,076.00 \$1,045.00	\$2,163.00 \$2,100.00

Registered Charitable Organisations and Historic Village Tenants receive a 20% discount.
Half day = 4 hours, Full day = 8 hours. Fee includes duty manager on site.

The Historic Village Commercial and Community user fees and charge for leases are charged at the greater of:

- ~~Current charges (Charges~~ as at 2023/24); or
- At the bands identified below.

Historic Village Licence to Occupy (LTO) Rates*		2025/26	
Per square metre per annum			
Licence to Occupy Rates	Rate Band 1	Rate Band 2	Rate Band 3
Retail	\$236.90 \$230.00	\$213.21 \$207.00	\$207.29 \$201.25



Historic Village Licence to Occupy (LTO) Rates*		2025/26	
Retail Community*	<u>\$153.99</u> \$149.50	<u>\$138.59</u> \$134.55	<u>\$134.73</u> \$130.81
Office	<u>\$201.37</u> \$195.50	<u>\$177.68</u> \$172.50	<u>\$165.83</u> \$161.00
Office Community*	<u>\$171.67</u> \$127.08	<u>\$115.49</u> \$112.13	<u>\$107.79</u> \$104.65
Warehouse	<u>\$171.75</u> \$166.67	<u>\$153.99</u> \$149.50	<u>\$139.18</u> \$135.13
Warehouse Community*	<u>\$111.59</u> \$108.34	<u>\$100.10</u> \$97.18	<u>\$90.46</u> \$87.83
Venue (leased)	<u>\$171.67</u> \$166.67	<u>\$153.99</u> \$149.50	N/A
Venue (leased) Community*	<u>\$111.59</u> \$108.34	<u>\$100.10</u> \$97.18	N/A

* Tenant spaces are capped at 100sqm per building space for community tenants.

Rate 1 = High quality space located in high traffic area

Rate 2 = Mid quality space located in moderate traffic area

Rate ~~32~~ = Low quality space located in low traffic area

Historic Village Community Operating Charges		2025/26
Water charge for basins in each tenanted space <u>per annum</u>		<u>\$51.50</u> \$50 per annum
Water charge for toilets in each tenanted space <u>per annum</u>		<u>\$103.00</u> \$100 per annum
Electricity charge		On consumption



Land Information

Property Files	2025/26	Changes
Property file request via email/ USB picked up from Service Centre	\$92.00	
Courier charges within NZ (property files on USB and paper copy LIMs)	\$11.50 \$7.50	Increase to align with courier costs.
As-Built Plan - single plan printed	\$15.00	Moved below.
Code of compliance certificate - single page printed	\$15.00	
Resource consent decisions - single decision document printed	\$15.00	

Rates and Valuation Products

Any request for rating or valuation reports will be considered an official information request and charged on that basis.

Land Information Memoranda (LIM) Fees	2025/26	Changes
Residential - 10 day email service	\$395.00	
Residential - 5 day email service	\$680.00	
Commercial and Industrial - 10 day email service	\$760.14 \$738.00	
Paper copy of electronic LIM	\$45 + cost of electronic LIM	
<u>LIM preparation longer than 6 hours (hourly rate)</u>	<u>\$131.00</u>	<u>This is to cover the reasonable cost of providing this service.</u>

Multiple product offering - LIM and Property files	2025/26	Changes
<u>Request for LIM and Property File - 10 day service</u>	<u>\$450.00</u>	<u>New fees.</u>
<u>Request for LIM and Property File - 5 day service</u>	<u>\$730.00</u>	

Cancellation Fees	2025/26
Property Files	\$20.00
Land Information Memoranda	\$50.00



Legal Services

Legal Services fees	2025/26	Changes
Legal Services - hourly rate	\$376.38 \$365.42	<u>Inflation and rounding.</u>

Libraries

Loans	Term	Renewal	2025/26
Majority of items for loan	3 weeks	Renewable twice	Free
Majority of magazines for loan	2 weeks	Renewable twice	Free
Top titles – Books	2 weeks	Renewable twice	\$3.00

Note: General Manager has discretion to set promotional special pricing from time to time.

	2025/26
Reserves (holds) - Adult	Free
Reserves (holds) - Child or Teen	Free
Unreturned items	Replacement cost + debt recovery charges
Cancelled or Donated Items	As marked
No charge for overdue items.	

Memberships		2025/26
Replacement Card - Adult	Permanent	\$5.00
Replacement Card - Child or Teen	Permanent	\$2.00

Other charges		2025/26	Changes
Interloan requests	Term as stipulated by	\$9.00 \$10.00 per item	<u>The library system blocks users from loans if their balance goes over \$10, so it is more practical to charge below the \$10 fee.</u>
Extra charges may be incurred for urgent or international interloans	lending Library		
Research		\$75.00 \$65.00 per hour	<u>Has not been</u>



Other charges	2025/26	Changes
		<u>increased for several years.</u>
Learning Centre Classes	As advertised	

Printing		2025/26	Changes
Printing from Library PCs	A4 black and white copies	\$0.30	
Black and White Photocopies	A4	\$0.30	
	A3	\$0.70	
Colour Photocopies	A4	\$1.90	
	A3	\$2.50	
<u>As-Built Plan - single plan printed</u>	<u>(moved from Land Information)</u>	<u>\$15.45</u> <u>\$15.00</u>	<u>Inflation and rounding.</u>
<u>Code of compliance certificate - single page printed</u>	<u>(moved from Land Information)</u>	<u>\$15.45</u> <u>\$15.00</u>	
<u>Resource consent decisions - single decision document printed</u>	<u>(moved from Land Information)</u>	<u>\$15.45</u> <u>\$15.00</u>	

Room Bookings		2025/26	Changes
Community Rate Room hire	Per hour	<u>\$26.40</u> <u>\$24.00</u>	<u>Increased to align with Bay Venues rates.</u>
Commercial Rate Room hire	Per hour	\$48.00	

Marine Facilities

Wharf Licences Charges	2025/26	Changes
All wharf berthage charges are calculated on a per metre of vessel length (overall vessel length not waterline).	Daily Rate (or part day)	
Fisherman's wharf	<u>\$2.14</u> \$2.08 plus GST	<u>Inflation.</u>
Railway Wharf	<u>\$2.23</u> \$2.17 plus GST	
Wharfage Fees are adjusted from time to time and published on the www.vesselworks.co.nz website. Rates for single occupancy and single hull vessels. Wider vessels priced upon application.		



Cross Road Boat Park	2025/26	Changes
	Monthly	
10 metre spaces \$2, 568 <u>640</u> .00 per annum or monthly \$214.00	\$220.00 <u>\$214.00</u>	<u>Clarified wording, increased by inflation and rounding applied.</u>
9 metre spaces \$2, 448 <u>520</u> .00 per annum or monthly \$204.00	\$210.00 <u>\$204.00</u>	
8 metre spaces \$2, 304 <u>376</u> .00 per annum or monthly \$192.00	\$198.00 <u>\$192.00</u>	
7 metre spaces \$2, 184 <u>244</u> .00 per annum or monthly \$182.00	\$187.00 <u>\$182.00</u>	
Tractor Park \$14 8 <u>4</u> .00 per annum or monthly \$12.00	\$12.33 <u>\$12.00</u>	
Commercial use of the Cross Road Boat Ramp is based upon rates published on the Vessel Works website.		

Marine Precinct Services (Vessel Works)

The schedule of charges is published on the www.vesselworks.co.nz website and updated from time to time as required.



Miscellaneous

Consultancy Fee	2025/26	Changes
Hourly rate - minimum charge of one hour, then charged per 1/2 hour	\$157.24 \$152.66	<u>Inflation.</u>

Street Naming and Numbering Service	2025/26
Street Numbering Notification - Annual Subscription	\$560.08
Street Naming Notification - Annual Subscription	\$250.00

Photocopying/Printing	2025/26
Black and White	
A4 - original - per copy	\$0.30
A3 - original - per copy	\$0.70
Colour	
A4	\$1.90
A3	\$2.50
Deposited Plans	\$6.20
Aerial Photographs	\$6.20
Printing and data extraction will incur effort at the list hourly rate. Provision of data is subject to TGC data policy.	

Strategic Property Fees	2025/26	Changes
Road stopping application - non-refundable deposit	\$631.30 \$612.94	<u>Inflation.</u>
Property - Professional Services Staff Time (per hour)	\$281.89 \$273.68	

Ōmokoroa Wastewater Volumetric Charge	2025/26	Changes
Conveyance, treatment and disposal fee (per cubic metre)	\$3.18 \$3.00	<u>This increase is to meet the costs of providing the service.</u>



Mount Maunganui Beachside Holiday Park

Caravan and Tent Sites	2025/26				Changes
	Peak season*	Shoulder 1	Off Peak	Shoulder 2	
Premium site	\$96.00 \$94.00	N/A	N/A	N/A	Inflation and rounding.
Site (standard)	\$88.50 \$86.00	\$74.00 \$72.00	\$61.00 \$60.00	\$68.00 \$66.00	
Additional Person - adult	\$35.00 \$34.00	\$32.00 \$31.00	\$32.00 \$31.00	\$32.00 \$31.00	
Additional Person - child	\$19.50 \$19.00	\$13.50 \$13.00	\$13.50 \$13.00	\$13.50 \$13.00	
Single rate	N/A	\$38.00 \$37.00	\$38.00 \$37.00	\$38.00 \$37.00	
Day stay - per person	N/A	\$38.00 \$37.00	\$38.00 \$37.00	\$38.00 \$37.00	
Onsite caravans	\$117.00 \$113.00	\$98.00 \$95.00	\$85.50 \$83.00	\$98.00 \$95.00	
Cabins - Twin share	\$184.00 \$178.00	\$160.00 \$155.00	\$130.00 \$125.00	\$155.00 \$150.00	New fee introduced in 24/25.
Ensuite cabins	\$247.00 \$240.00	\$210.00 \$200.00	\$170.00 \$165.00	\$195.00 \$190.00	
Studio cabins	\$135.00	\$125.00	\$105.00	\$115.00	

* Peak season is between 20 December through to 6 February

Conference room	2025/26	Changes
Half day hire	\$150.00	New service and associated fees.
Full day hire	\$300.00	

Other charges	2025/26	Changes
Washing machine	\$7.00	
Dryers	\$7.00	
Storage (per day)	\$21.00 \$20.00	Inflation and rounding.
Deposits		
For one night stay	50%	
For two night stay	50%	
For more than two night stay	\$200.00 \$110.00	Increased to reflect the length of stay and secure some cost recovery for no shows.



Maximum Refund	50%
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Annual Licence to Occupy (per annum)	2025/26
All Sites	\$10,000.00
Minimum Site Fee 25 Dec - 2nd Sunday in January \$90.00 (Includes 2 Adults and 2 Children)	

Information Centre Fees	2025/26
Brochure Display	\$220.00 \$214.00
Poster Display in Amenity Facilities	
A1	\$710.00 \$691.00
A3	\$450.00 \$440.00
A4	\$255.00 \$252.00
Digital Advertising	
Advertising in the info centre for 3 months	\$775.00 \$754.00
Advertising in the info centre for 6 months	\$1,165.00 \$1,131.00
Advertising in the info centre for 12 months	\$2,070.00 \$2,012.00



Official Information Requests

Staff time	2025/26
Time spent by staff searching for relevant material, abstracting, collating, copying, transcribing and supervising access, where the total time involved is in excess of one hour.	\$76.80 per hour for each chargeable hour or part thereof after the first hour.

Photocopying	2025/26
Copying or printing on standard A4 or foolscap paper where the total number of pages is in excess of 20 pages.	\$0.30 per page after the first 20 pages.

All other charges	2025/26
Shall be fixed at an amount which recovers the actual cost incurred. This includes:	Actual cost
- the provision of documents on computer disks;	
- the retrieval of information off-site	
- reproducing a film, video or audio recording	
- arranging for the requester to hear or view an audio or visual recording; and	
- providing a copy of any map, plan or other document larger than foolscap size.	
The above charges are consistent with the Ministry of Justice Charging Guidelines endorsed by the Office of the Ombudsman	

Parking

Off Street Paid Parking Area	2025/26	Changes
Paid Parking Area - Dive Crescent – maximum daily charge	\$10.00 \$8.00	Increased due to carpark being heavily utilised.
Paid Parking Area - Cliff Road – maximum daily charge	\$8.00 \$6.50	
Paid Parking Area – TV3, Wharf Street – maximum daily charge	\$12.50	No change.
Paid Parking Area - per hour (off street)	\$3.50	Not practical to make the small
Off street parking areas are free after 5pm on weekdays and free all weekend		inflation increase.
On Street Paid Parking Area	2025/26	
0-1 hours	\$2.00	



1-2 hours	\$2.00	
3+ hours - per hour	\$5.00	
On street parking areas are free after 5pm on weekdays and free all weekend		
Contractors Only	2025/26	
Daily permit in paid parking area	\$35.00 \$34.00	<u>Inflation and rounding.</u>
Daily permit in time-restricted parking space	\$35.00 \$34.00	

Parking Buildings - Casual	2025/26
0-1 hours	\$2.00
1-2 hours	\$4.00
2-3 hours	\$6.50
3-4 hours	\$9.00
4-5 hours	\$11.00
5-6 hours	\$13.00
6-7 hours	\$15.00
7-8 hours	\$17.50
8+ hours	\$17.50
Overnight: 5pm-6am	Free
Lost ticket	\$25.00

Parking buildings are open 24/7. Both parking buildings (Elizabeth Street and Spring Street) are free on weekends (6am Saturday – 6am Monday) and free on public holidays. It is now free to use the parking buildings from 5pm – 6am on weekdays.

General Manager: Infrastructure and Director of Transport are authorised to vary carparking charges by +/- 50% to react to demand/change in economic activity within the city.

Parking Buildings - Leased	2025/26	Changes
Spring Street Lease – Reserved Permit Covered (monthly)	\$350.00	
Spring Street Lease – Open Permit Uncovered (monthly)	\$276.00 \$295.00	<u>Reduced to reflect market conditions.</u>
Spring Street Lease - Basement (monthly)	\$400.00	
Elizabeth Street Lease – Reserved Permit Covered (monthly)	\$350.00	
Elizabeth Street Lease – Open Permit Uncovered (monthly)	\$276.00 \$280.00	<u>Reduced to reflect market conditions.</u>
Off-street leased car parks	2025/26	



TV 3 Lease	\$350.00 \$276.00	<u>Increased to align with other rates.</u>
Seaview Lease	\$240.00	
Devonport – Lease	\$295.00	<u>Lease rates removed as these are not to be leased.</u>
Dive Crescent – Lease	\$320.00	

Precedent Codes (as set by legislation) ⁶		2025/26
C101	Failing to display current Warrant of Fitness	\$200.00
C201	No Certificate of Fitness (HMF)	\$600.00
P101	Parked within an intersection	\$100.00
P102	Parked within 6 metres of an intersection	\$100.00
P103	Parked near corner bend rise or intersection	\$70.00
P104	Parked on or near a Pedestrian Crossing	\$100.00
P105	Parked in a Prohibited Area	\$70.00
P106	Parked over time limit	\$20 >*
P107	Parked on a broken yellow line	\$100.00
P108	Parked in area reserved for hire or reward vehicle	\$100.00
P109	Parked within 6 metres of a bus stop sign	\$70.00
P110	Parked obstructing vehicle entrance	\$70.00
P111	Parked within 500mm of fire hydrant	\$70.00
P112	Parked between fire hydrant and road marking	\$70.00
P113	Double parking	\$100.00
P114	Incorrect kerb parking - left hand side of road	\$70.00
P115	Parked on a footpath or cycle path	\$70.00
P116	Parked a trailer on a road over five days	\$100.00
P117	Inconsiderate parking	\$100.00
P119	Parked on a loading zone	\$70.00
P120	Incorrect angle parking	\$70.00
P127	Parked on a flush median/traffic island	\$70.00
P128	Parked in a special vehicle lane	\$100.00
P129	Parked on a level crossing	\$255.00
P130	Parked near a level crossing	\$255.00
P132	Left passenger service vehicle unattended in a reserved stopping space	\$100.00
P212	Parked a vehicle for purposes display or promotion	\$70.00
P344	Parked a heavy motor vehicle in a residential zone for more than 1 hour	\$70.00
P385	Parked in a Pay Area longer than paid for	\$20 >*
P386	Parked in a Pay Area without paying applicable fee	\$70.00
P402	Using an unlicensed vehicle	\$200.00
P403	Plates not affixed in prescribed manner- parked vehicle	\$200.00
P405	Displayed other than authorised motor vehicle licence	\$200.00
P407	Item displayed with intent to deceive plate -or licence	\$200.00
P408	Plates obscured to be indistinguishable	\$200.00

⁶ Infringement fees applicable from 1 October 2024, per the Land Transport (Offences and Penalties) Amendment Regulations 2024.



Precedent Codes (as set by legislation) ⁶		2025/26
P409	Licence obscured to be indistinguishable	\$200.00
P410	Used vehicle with exemption from continuous licence	\$200.00
P936	Parked displaying a Vehicle for sale	\$70.00
P969	Parked on a mobility park - No card displayed	\$750.00
D719	Unauthorised use of a special vehicle lane	\$150.00
*Incremental increase up to \$97.00		

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Parks and Recreation

Sports fields- Sports field training including artificial turf	2025/26	Changes
Senior groups/clubs only		
Training - per hour, per field, per day in a standard week (for senior sport), with that cost then being the seasonal charge ⁷	\$259.00	
Athletics	2025/26	
Regular Junior Athletics Club Use per person (0-14 years) - Summer season	\$13.00 \$12.50	Inflation and rounding.
Regular Junior Athletics Club Use per person (0-14 years) - Winter season	\$8.50 \$8.00	
Regular Senior Athletics Club Use per person (15+) - Summer season	\$20.00 \$19.00	
Regular Senior Athletics Club Use per person (15+) - Winter season	\$16.50 \$16.00	
Use of Storage facilities	\$85.00 \$82.00	
Note: 50% discount applies on above rates for Local Club use with seasonal memberships (i.e. club events)		

Events on Parks	2025/26	Changes
Commercial, ticket price less than \$60.00 - per event day	\$515.00 \$500.00	Inflation and rounding.
Commercial, ticket price more than \$60.00 - per day	\$4,300.00 \$4,200.00	
Amenities charge – per site, weekdays, 9.00am to 5.00pm	\$43.00 \$40.00	
Amenities charge – per site, after hours, weekends and public holidays	\$83.00 \$80.00	
Markets on public open space per market - commercial operator	\$515.00 \$500.00	
Markets on public open space per market - not for profit organisation	\$120.00 \$115.00	
Wharepai event resource consent fee	\$620.00 \$600.00	
Venue liaison fee (per day)	\$620.00 \$600.00	

Other fees	2025/26	Changes
Commemorative Trees	\$670.00 \$650.00	Inflation and rounding
This reflects the cost to Council to purchase, transport and plant the tree, as well as attending to the on-going maintenance of the tree.		

⁷Charges commencing for the 2025 winter sports season. Basis of the charge is one full adult football/rugby/cricket field or relevant equivalent field size for the sport in question. A 'season' relates generally to a season of greater than 3 months. Proportionate fees apply for use of half a field, or a season of less than 3 months. 50% discount is available to 'emerging sports' with less than 100 participants, that is less than 5 years established and where over 10% of participants are from low socio-economic backgrounds.



Other fees	2025/26	Changes
Roadside Signs Frame or Site per day (Frames will be allocated first if available)	<u>\$4.10</u> \$4.00	<u>Inflation and rounding.</u>

McLaren Falls	2025/26	Changes
Hire Charges		
Group Bookings (per night 3pm to 10am)		
Hostel - sleeps 10 <u>(Peak Period - 20 Dec to 6 Feb, Easter and Labour Weekend) Application Basis</u>	<u>\$370.00</u> \$270.00	<u>Increased fee during peak times and introduced off peak and shoulder season charges this year also to encourage winter usage.</u>
Hostel - sleeps 10 <u>(Off Peak Period - After Easter to Before Labour Weekend)</u>	<u>\$250.00</u>	
Hostel - sleeps 10 <u>(Mid Peak Period - Labour Weekend 19 December & 7 Feb to before Easter)</u>	<u>\$300.00</u>	
Group Bookings (day fee 10am to 3pm)		
Hostel - sleeps 10	<u>\$100.00</u> \$90.00	
Camping (per person per night)		
Adults - <u>Peak Period (20 Dec to 6 Feb)</u>	<u>\$30.00</u> \$25.00	<u>Introduce peak/off/shoulder season charging to hopefully encourage more camping during the historically quieter months. Move to encourage more family camping. Add an off peak charge below.</u>
Adults - <u>Mid Peak Period (Labour Weekend to 19 Dec, 7 Feb to Easter included)</u>	<u>\$20.00</u>	
Adults - <u>Off Peak Period ((After Easter to before Labour Weekend)</u>	<u>\$15.00</u>	
Children (aged 5 - 16) – <u>Peak Period (20 Dec to 6 Feb)</u>	<u>\$10.00</u> \$15.00	
<u>Children aged 5 - 16 – Off Peak Period (7 Feb to 19 Dec)</u>	<u>\$5.00</u>	
Children under 5	Free	
Showers (time limited)	Free	



McLaren Falls	2025/26	Changes
Events		
Events - over 100 participants	<u>\$608.00</u> \$590.00	<u>Inflation and rounding.</u>
Wedding and corporate bookings	<u>\$206 for 2 hours, \$51.50 each hour thereafter</u> <u>\$200 for 2 hours, \$50 each hour thereafter</u>	

Spaces and places parking fees	2025/26	Changes
Mooring Holders (The Strand) annual car parking fee	<u>\$1,030.00</u> \$1,000.00	<u>Inflation and rounding.</u>
Base Fee Marine Parade Tender sites per parking space (Christmas Day to Waitangi Day)	<u>\$914.00</u> \$887.22	

Electricity	2025/26	Changes
The following charges apply to any customer requiring the use of electricity from Council's power distribution boards:		
Domestic (10 amp outlet) - daily charge	<u>\$15.00</u> \$14.60	<u>Inflation and rounding</u>
Up to and including 32 amp 3 phase supply - daily charge	<u>\$31.00</u> \$30.10	
Any other supply from parks or reserves*	<u>\$0.25</u> \$0.24	
*Based on meter reading		



Planning

Deposit fees are not required for applications unless stated as fixed fees. Fixed fees are non-refundable and will be charged at lodgement of the relevant application. The remaining application types will be charged on a time and cost basis. The overall cost of the application will depend on the type and scope of the work you are proposing. Fees will be invoiced periodically based on actual cost (including any specialist reviews by internal staff based on the hourly rates specified etc.), external experts/specialists, commissioners or external consultants (processing).

To work out how much your application might cost, you may first need to talk to a professional and prepare your initial plans. Application fees include consent processing, engineering design acceptance, construction audits and clearances, and certification. Fees will be required to be paid before some certificates and decisions will be released as per Section 36AAB of the Resource Management Act 1991 (RMA) Tauranga City Council need not perform the action to which the below Section 36 charges relate until the charge has been paid to it in full. Bond and maintenance/defect liability clearance fees will be invoiced at the relevant time.

Under Section 36AA of the Resource Management Act 1991 (RMA) a default discount policy will apply where a resource consent application is not processed within the timeframe(s) set out in the RMA, and the responsibility for the delay rests with Council.

All fees apply to applications made for resource consent for a qualifying development in an approved special housing area.

No fees are payable for non-notified, restricted discretionary land use consent applications for protected trees made under Chapter 6 of the City Plan.

All fees, deposits and hourly rates are inclusive of GST.

Land Use Applications

Non-Notified	2025/26
Non-notified Application Deposit Fees	
Controlled, Restricted Discretionary, Discretionary and Non-complying Activities	As per hourly rate/actual cost
Unit Title Subdivisions (excluding section 5(1)(g) Certification), cross-lease, boundary adjustment* and amalgamation	
Commissioners	
* Boundary Adjustment excludes the signing of any subsequent certificates to complete the boundary adjustment	

Other Applications

Fixed fee unless otherwise stated	2025/26	Changes
Overseas Investment Certificate	<u>\$920.00</u>	<u>Inflation and</u>
Deemed permitted activity application under section 87BA or 87BB of the RMA#	<u>\$893</u>	<u>rounding.</u>
Sale of Liquor - Section 100(f) (RMA & Building Code)		



Fixed fee unless otherwise stated	2025/26	Changes
Right of Way Approvals/Amendment/Cancellation Alteration/Cancellation of a Building Restriction Line[^] Removal of Covenant[^] Creation/Amendment/Cancellation of Easement Cancellation of Amalgamation Condition	<u>\$920.00</u> \$893	
Amendment or Cancellation of a Consent notice[^] Application for Esplanade Waiver[^]	As per hourly rate/actual cost	
Outline plan of work and waivers[^] Notice of requirement for Designation[^] All Designation alterations Designation Removals[^]	As per hourly rate/actual cost	
E-Dealing Authority and Instruction/Resigning	<u>\$232.00</u> \$225	
# If issued as a result of a building consent application, charge recorded against BC as actual time and cost		
[^] These charges are exclusive of the fee for E-dealing Authority and Instruction		

Section 223 and 224 Certification	2025/26
Freehold (including boundary adjustments) Unit Title Subdivisions - Section 223 and 224 Section 32(2)(a) certification	As per hourly rate/actual cost
Direct Referral	
Direct referral on Notified Application and Requirements	As per hourly rate/actual cost

General

General	2025/26	Changes
Combined land use and subdivision consents lodged non-notified (processed as a combined application)	As per hourly rate/actual cost	
Cancellation or variation of consent conditions s127		
Certificate of compliance including amendment to cross-lease, existing use (s139), outline plan, extension of lapse date (S125 and S126)		
Consent transfer or surrender		
For objections under s357 of the RMA, where an objection is to be considered by a hearings commissioner, the cost of considering and making a decision on the objection will be charged as follows:		



General	2025/26	Changes
Commissioner(s) Council staff time	As per hourly rate/actual cost	
Pre-Application Advice A non-refundable fee will apply to all requests for a pre-application advice. This fee provides for up to three hours of planner's time (review of supplied documents, attending meeting (if required)). Any additional technical expertise requested/required for the pre-application meeting will be on-charged at the prescribed hourly rate; as will any planners' time additional to the three hours provided for within the initial fee. Includes any administrative time, the actual meeting time and includes discussing concepts, preliminary designs, proposed projects, rule assessments, applications ready to be lodged, specialists etc.	\$885.80 \$860.00	<u>Inflation and rounding.</u>
Duty planner advice Includes all general enquiries received and responded to. There will be no cost incurred over the first hour (one hour free). Once responding to or addressing an enquiry exceeds this first free hour, the applicants may continue their enquiry via a pre-application meeting process, with costs as outlined above.	No Charge (refer to note)	
Invoicing Invoices will be issued based on the costs to date at the following milestones (as applicable): <ul style="list-style-type: none"> - When a decision is made to notify an application (limited or public) - If an applicant (or their agent) requests that the application be put on hold - Upon issuing of a decision in relation to the application Note that in some instances, invoices may also be issued on an interim basis, subject to discussion with the applicant.		

Monitoring

These fees are additional to the processing costs associated with every resource consent that requires monitoring of conditions and is a non-refundable fixed fee. The monitoring administration fee will be charged at the time the consent is issued, and the initial inspection fee included if an inspection is required. Any additional monitoring, investigation and inspection time will be charged when the monitoring has been carried out, at the specified hourly rate.

All Applications	2025/26	Changes
Monitoring administration associated consent ^	\$135.00 \$131	<u>Inflation and rounding.</u>
Initial site visit/monitoring ^	\$368.00 \$357	
Additional site inspections, investigation, monitoring administration, specialist, consultant fees, travel etc.* ^	As per hourly rate/actual cost	



All Applications	2025/26	Changes
Issuing of an Abatement notice in relation to an activity subject to a Resource Consent*	<u>\$361.00</u> \$350	
^ To be charged on land use and subdivision consents separately, including variation/change to consent conditions		
* The Council will recover additional costs from the consent holder if more than one inspection, or additional monitoring activities (including those relating to non-compliance with consent conditions, and/or monitoring compliance with an abatement notice), are required. Additional charges will apply based on the hourly rate below and/or actual costs of specialists or consultants involved.		

Noise Control	2025/26	Changes
Fee payable by the occupier of a premises who applies to Council for property that has been seized and impounded after the issue of an Excessive Noise Direction notice	<u>\$256.00</u> \$249.00	<u>Inflation and rounding.</u>
Fee payable by the occupier of a premises who applies to Council for property that has been seized and impounded after the issue of an Abatement Notice	<u>\$307.00</u> \$298.00	
Noise measurement/monitoring (per hour)	<u>\$268.00</u> \$260.00	

General	2025/26	Changes
Compliance with any National Environmental Standard (where provided for)	As per hourly rate/actual cost	
Tree monitoring - monitoring activities to be charged, regardless of whether the tree related conditions are contained within a separate "tree" specific consent or within a building, land use or subdivision consent.*	As per hourly rate/actual cost	
<u>Compliance with an outline plan and/or designation requirement</u>	<u>As per hourly rate/actual cost</u>	<u>Cost recovery provided for under the Resource Management Act 1991.</u>
* For clarity, this does not relate to monitoring activities where the works are not ancillary to a principal activity, such as construction, earthworks or sediment control. Instead, these only relate to monitoring activities where tree related works are ancillary to a principal activity, such as earthworks underneath the dripline of a notable tree, and/or sediment controls which may affect a notable tree, and/or construction of a building or structure within the dripline of a tree or a subdivision that may affect a notable tree.		



Plan Change / Heritage Orders

Plan Change / Heritage Orders	2025/26
Request for Heritage Order and/or Private Plan Change under First Schedule of the Resource Management Act 1991	As per hourly rate/actual cost

Tauranga City Plan

There is no hard copy updating service for the operative Tauranga City Plan.

All access to the Tauranga City Plan will be by electronic means through the Tauranga City Council website.

This is free of charge and will provide access to all updated City Plan and Plan Change information.

Hard copies may be inspected at the Council's customer service centre and at all public libraries.

Copying of the City Plan provisions can be undertaken upon request in the normal manner at the customer service centre.

Disbursements

Council disbursements (mileage, copying, postage, etc.) may also form part of the costs incurred and may also be invoiced to an applicant on an actual cost basis.

Asset Development Fees

An Asset Development Fee is charged where an application presents an effect on Council infrastructural assets or where it is proposed to vest assets in Council as part of the development. In this case, the application is also assessed by Council's Development Engineering team. The Asset Development Fee shall be charged on an actual time and cost basis.

Applications Lodged with the Environmental Protection Agency

Planning and specialist reports, charged at actual cost plus actual time and cost for administration. Expert evidence/advice charged at actual cost plus 10% administration fee. Legal fees charged at actual cost.

Planning staff fees

The time taken to process an application (including any pre-application time, providing advice, additional queries from applicant etc.) and to undertake associated post-consent work and monitoring will be charged at the relevant scheduled hourly rate, plus the actual cost of any external specialists consultants/commissioners and disbursements. Time will be charged at the hourly rate applicable at the time the work was carried out. A minimum charge of 15 min will be applied as a starting point."

Staff Hourly Rates	2025/26
Technical Level 3 - Manager, Legal services	\$314. <u>00</u>
Technical Level 2 - Senior Planner, Development Planner, Principal Planner, Team Leader, Senior Environmental Monitoring Officer, Specialist, Advisor	\$244. <u>00</u>
Technical Level 1 - Graduate Planner, Planner, Intermediate Planner, Environmental Monitoring Officers	\$230. <u>00</u>
Administration - Administrators, technicians, co-ordinators	\$131. <u>00</u>
Development Engineer	\$268. <u>00</u>



Staff Hourly Rates

2025/26

1. External resources may be engaged to address capacity needs, access expertise which is not available internally, or to manage conflicts of interest.
2. Where external resources are engaged for resource consent processes, the charges will be passed on to applicants at cost.
3. Position titles vary across council. Where technical input is required from a position not listed in the hourly rates, the most appropriate rate will be used.
- ~~1. The particular technical hourly rate level is determined by staff competency levels.~~
- ~~2. Position titles vary across Council.~~
- ~~3. Where the cost of the external resource involved does not exceed the TCC staff rate, external resource(s) will be charged at the senior/intermediate rate.~~
- ~~4. Where the cost of the external resource involved exceed the TCC rates, it will be charged at cost.~~
- ~~5. External resources may be engaged to address either expertise or capacity that is not available internally.~~

Debt recovery

Where the Council has issued an invoice for the payment of any fee or charge and the amount invoiced has not been paid by the stated due date on the invoice, the Council may commence debt recovery action.

The Council reserves the right to charge interest, payable from the date the debt became due, and recover costs incurred in pursuing recovery of the debt on a solicitor/client basis as outlined in the Fees and Charges Schedule

City & Infrastructure Planning Fees

City Planning fees below are based on a cost recovery model taking into account the band-based roles, the forecast number of productive working hours and including an overhead cost allocation.

City & Infrastructure Planning	2025/26
	per hour
Planners	\$225. <u>00</u>
Policy Planners	\$225. <u>00</u>
Senior Planning Engineers & Modellers	\$264. <u>00</u>
Team Leader: Planning & Modelling	\$303. <u>00</u>
Manager City Infrastructure Planning	\$357. <u>00</u>



Regulation Monitoring

Mobile Shops	2025/26	Changes
Annual Licence Fee	\$711.00 \$690	<u>Inflation and rounding.</u>
Amusement Devices	2025/26	
One device for the first seven days or part thereof	\$10.00	
For each additional device operated by same owner, for the first seven days or part thereof	\$2.00	
For each device, for each further period of seven days or part thereof	\$1.00	
Other	2025/26	
Recovery of signage	\$159.00 \$154.00	<u>Inflation and rounding.</u>
- Signs seized in contravention of a bylaw		
- Where multiple signs are seized from the same location Council may exercise discretion of total charges on the basis of recovering all costs incurred		
Permit to operate motor vehicle on beach	\$49.00 \$48.00	
General Bylaws	2025/26	
Busking Permit		
Fee per day	\$7.00 \$6.00	<u>Inflation and rounding.</u>
Fee per annum	\$31.00 \$30.00	
Activity in Public Place - Permit Fee for stall in public place (raffle sale, craft markets and non profit organisations) - per stall per day	\$13.00 \$13.00	
Other	2025/26	
Transfer of all Annual Licences and Registrations	\$63.00 \$61.00	<u>Inflation and rounding.</u>



Road Reserve Occupation (Corridor Access Requests)

Permit Type	2025/26	Changes
Inspection fees in excess of those allowed for in the original permit type. This may be due to the activity taking longer than anticipated, unfinished or unsatisfactory works, acting on complaints and any other costs incurred by Council related to the activity. Re-inspection is required if reinstatement of works is not satisfactory, or repairs are not undertaken within timeframe specified.	\$231.75 \$225.00	Inflation.
Retrospective Works		
In general these works create high risk to other Road Reserve users and infrastructure as no formal approval has been granted to undertake works. Corridor Access Request applied for after works commenced onsite without consent. Fee applied in addition to the permit type relevant to the activity of works.	Double the fee to be determined depending on permit type applied	
Non-Utility Works	Permit Definition	
In general, these works create very low risk to Road Reserve Zone users and infrastructure. This permit type will include the cost of 1 site inspection for active or completed works.	<ul style="list-style-type: none"> - Minor scaffolding works associated with small scale 'renovation or building maintenance. - Shop front fit outs / repairs / replacements. - Crane operations. - Building cleaning operations (water blasting). - Events that do not require a full road closure - Annual Global Traffic Management plan (non-invasive works such as; surveying, sign replacement, i.e. billboards/shop frontages, inspections and kerbside collection activities). - Road Reserve occupation i.e. skip bin, shipping/storage container - Standard Vehicle Crossing installations (per IDC drawing T431) on Low Volume roads with minimal impact to traffic. 	\$208.58 \$202.50
		Inflation.
Minor Works		



Permit Type	2025/26	Changes
<p>In general, these works create low risk to Road Reserve users and infrastructure.</p> <p>This permit type will include the cost of 1 site inspection for active works and 1 inspection for completed works.</p>	<ul style="list-style-type: none"> - Up to 2 calendar days duration (excluding reinstatement). - Simple service connections. - Up to 20m affected length. - Minor work associated with Utilities. - Overhead veranda works/canopy replacement. - Berm work only. - Larger scale scaffolding projects occupying the Road Reserve. - Annual Global Traffic Management Plan for low impact work in the berm only i.e. above-ground activities including vegetation control, garden maintenance and minor berm excavations of >50mm. 	<p>\$359.06 \$348.60</p> <p><u>Inflation.</u></p>
Multiple sites for Minor Works may be considered under a single application at the discretion of the Corridor Manager.		
Standard Works		
<p>In general, these works create moderate risk to Road Reserve users and infrastructure.</p> <p>This permit type will include the cost of 2 site inspections for active works and 1 inspection for completed works.</p>	<ul style="list-style-type: none"> - More than 2 and up to 30 calendar days duration. - More than 20m and up to 250m affected length. - Any road crossing or intrusion whether open trenched or trenchless. - Moderate inspection requirement. - Events with a full road closure up to 8 hours and <u>not</u> during the hours of 7am to 7pm 	<p>\$630.88 \$612.50</p> <p><u>Inflation.</u></p>
Note: Multiple sites for Minor Works may be considered under a single application at the discretion of the Corridor Manager.		
Comprehensive Works		
<p>In general, these works create high risk to Road Reserve users and infrastructure.</p> <p>This permit type will include the cost of 3 site inspections for active works and 1</p>	<ul style="list-style-type: none"> - More than 30 calendar days and up to a maximum of 12 months duration. - More than 250m affected length. - High inspection requirement. - Major work on Level 2 Roads. - Restricted property access. - Annual Global Traffic Management Plan (Physical activity above and below ground). - Construction sites (demolition & construction requires a separate application). - Events with a full road closure in excess of 8 hours or during the hours of 7am to 7pm 	<p>\$1,151.54 \$1,118.00</p> <p><u>Inflation.</u></p>



Permit Type	2025/26	Changes
inspection for completed works.		
Maintenance Works		
In general, terms these are works agreed to by the Corridor Manager as likely to be completed under an Annual Global Traffic Management Plan (AGTMP)	<ul style="list-style-type: none"> - Repair to an existing service or surface. - Excludes new works within the Road Reserve. - Can be completed with traffic management plans from an existing approved AGTMP i.e. if a site specific traffic management plan is required a separate permit fee may apply. 	No charge
Emergency Works		
An unexpected repair of a service to reduce the risk of significant or imminent threat of physical damage or destruction to Road Reserve users, infrastructure and property.	<ul style="list-style-type: none"> - Duration no longer than 24 hours. - Rectification of a dangerous situation including support requested by an emergency service. 	No charge
'Not for Profit' Events and Road Reserve Occupation		
Community events undertaken by any Charity or 'not for profit' organisation in the road reserve for any length of time.	<ul style="list-style-type: none"> - Public activity or gathering, sporting event, show or parade 	No charge



Stormwater

Dewatering Authorisations	2025/26	Changes
Lodgement Fee - incorporates application review, authorisation preparation and time and costs associated with one site visit and one round of discharge monitoring.	\$463.50 \$450 or actual costs if initial monitoring round analytical fees exceed \$20. 60	<u>Inflation.</u>

Stormwater Authorisations	2025/26	Changes
Lodgement Fee - incorporates application review, authorisation preparation and time and costs associated with one site visit and one round of discharge monitoring.	\$670 690.10 or actual costs if initial monitoring round analytical fees exceed \$51. 05 0	<u>Inflation.</u>
(Greater time allowance as the nature of the discharge may be more complex than for dewatering where the primary contaminant of concern is only suspended solids).		



Street Dining

Street dining	2025/26
Zone A – Inner City Centre, South of Marsh Street to First Ave (inclusive)	\$16-20 per square metre annually (an 80% discount from \$80 per square metre)
Zone B – South City Centre, Second Ave to Eleventh Ave (inclusive)	\$8-10 per square metre annually (an 80% discount from \$40 per square metre)
Zone C – Mount Mainstreet, Maunganui Road from Grace Avenue to Salisbury Avenue (inclusive)	\$30-37.50 per square metre annually (an 80% discount from \$150 per square metre)
Zone D – Mount Central, North of SH2, Hewletts Road and Golf Road (inclusive)	\$15-18.75 per square metre annually (an 80% discount from \$75 per square metre)
Administration fee (new or reassignment)	Waived for businesses required to transition to the new user fee and charges system in the 2025/26 financial year. From 2025/26- \$500
<p>Note: The fees for Zones A, B, C, D include an 80% discount on the full assessment for 2025/26. This was approved by Council under clause 6.8 of the Street Use Policy, on 4 March 2024 resolution CO4/24/22.</p> <p>Zone maps are available from: https://www.tauranga.govt.nz/business/permits-and-licences/using-public-places/outdoor-dining-permit</p>	



Sustainability and Waste

Residential Kerbside Collection Service**	2025/26	Changes
Garden waste service – four weekly 240L bin	\$85.00 \$80.00	<i>Will need to be actual targeted rate value once determined.</i>
Garden waste service – fortnightly 240L bin	\$115.00 \$110.00	<i>Inflation and rounding.</i>
Additional 45L bin for glass collection service	\$28.00 \$27.00	<i>Will need to be actual targeted rate value once determined.</i>
Additional 23L bin for food scraps collection service	\$39.00 \$38.00	<i>Inflation and rounding.</i>
Additional 240L bin for garden waste collection service - four weekly	\$85.00 \$80.00	<i>Will need to be actual targeted rate value once determined.</i>
Additional 240L bin for garden waste collection service - fortnightly	\$115.00 \$110.00	<i>Inflation and rounding.</i>
Replacement fee for lost or damaged rubbish or recycling bin	\$62.00 \$60.00	<i>Actual contract cost of replacement.</i>
Replacement fee for lost or damaged 45L glass bin or 23L food bin	\$26.00 \$25.00	<i>Inflation and rounding.</i>
Replacement fee for lost or damaged rubbish or recycling 660L bin (MUDs)	\$550.00 \$494.00	<i>Actual contract cost of replacement.</i>
Replacement fee for lost or damaged rubbish or recycling 1100L bin (MUDs)	\$785.00 \$574.00	<i>Inflation and rounding.</i>
Contamination servicing fee (MUDs) 660L-1100L bin	\$55.00 \$53.00	<i>Inflation and rounding.</i>
Contamination servicing fee (MUDs) 120L-240L bin	\$34.00 \$33.00	<i>Actual contract cost.</i>
Repeated service attempt fee	\$94.50 \$90.00	<i>Actual contract cost.</i>
** The above fees are based on the service for a full year, the actual fee may be pro-rated. Continued service in future years will be included in the Kerbside Target Rate.		

Transfer Stations

The services at the transfer stations at Maleme Street and Te Maunga are provided by a waste company who lease the facilities from Council. The independent waste company sets the fees and charges as deemed appropriate by them and these may vary from time to time. Please refer to Council's website for further information and the transfer stations' current fees and charges.

Licencing	2025/26	Changes
Licence to Collect Waste from Private Land (including one waste collection vehicle)	\$433.00 \$420.00	<i>Inflation and rounding.</i>
Additional Waste Collection Vehicle (per vehicle)	\$64.00 \$62.00	
Licence for Kerbside Waste Collection (including one waste collection vehicle)	\$433.00 \$420.00	



Licencing	2025/26	Changes
Additional Waste Collection Vehicle (per vehicle)	\$64.00 \$62.00	
Licence to Operate Waste Facility	\$433.00 \$420.00	

Sundry Income	2025/26
Promotional items signs, worm farms, worms, bags, promotional reuse items such as coffee cups, compost bins etc. (Price varies depending on availability at time of promotion)	Various
Public Events	
Post event clean-up of litter of streets surrounding an event (on charged from Council's Cleansing Contractor)	Actual Cost
Workshop/Talk/Seminar	
Individual workshop/talk/seminar may be charged and include factors such as the length of event and costs associated with the event such as speaker's fees, production of handouts, materials, hire of bus etc.	Various
Charity Shop Waste Disposal Waiver	
Approved charity shops are allocated a disposal waiver amount (in tonnes) per month. Any exceedance of the waiver amount is on charged to the charity at the gate rate set by the Transfer Station operator, Enviro <u>NZ</u> waste Services Limited (<u>ENZSL</u>).	Various



Temporary Leasing of Road Space

The basis for charges associated with temporary leasing of road space include:	2025/26	Changes
Apply to property developers only.	5.75% pa excl GST	
Apply to the occupation of carriageway only.		
Apply to occupations of greater than one month only, pro-rated on a daily basis.		
Apply to all roads equally.		
Apply to a per metre square rate of occupation.		
A commercial rate of return is applied to the land value of the area occupied (valued at \$2,500/m ²).		
Processing fee - per application	\$342.30 \$332.33	<u>Inflation.</u>



Trade Waste

	2025/26	Changes
Flow	<u>\$2.26</u> <u>\$1.93</u>	<u>Increased charge to cover additional wastewater expenses.</u>
Suspended Solids	<u>\$2.88</u> <u>\$2.46</u>	
Chemical Oxygen Demand	<u>\$1.10</u> <u>\$0.94</u>	
Trade Waste Applications (New consent with conditions - 3 yr term)	<u>\$1,086.45</u> <u>\$1,054.81</u>	
Trade Waste Applications (New consent with conditions - 1 yr term)	<u>\$370.80</u> <u>\$360.00</u>	
Trade Waste Applications (Renewal of consent with conditions - 3 yr term)	<u>\$823.60</u> <u>\$799.64</u>	
Trade Waste Applications (Renewal of consent with conditions - 1 yr term)	<u>\$283.25</u> <u>\$275.00</u>	
Trade Waste Applications Permitted Activity (New - 3 yr term)	<u>\$1,091.12</u> <u>\$1,059.34</u>	
Trade Waste Applications Permitted Activity (New - 1 yr term)	<u>\$370.80</u> <u>\$360.00</u>	
Trade Waste Applications Permitted Activity (Renewal of permitted consent - 3 yr term)	<u>\$587.62</u> <u>\$570.50</u>	
Trade Waste Applications Permitted Activity (Renewal of permitted consent - 1 yr term)	<u>\$206.00</u> <u>\$200.00</u>	
Trade Waste Monitoring/Inspection Fee - (Non Compliance)	<u>\$164.72</u> <u>\$159.92</u>	

Staff Hourly Rates	2025/26	Changes
Trade Waste Officer	<u>\$216.30</u> <u>\$210.00</u>	<u>Inflation.</u>
Trade Waste Administrator	<u>\$144.20</u> <u>\$140.00</u>	

Trade Waste Testing	2025/26
Laboratory Testing Fees (see Laboratory fees and charges)	At Cost



Use of Council Land

Casual or One-off Use	2025/26	Changes
Community Group using land with no facilities	No charge	
Community Group using facility such as carpark	Recovery of costs incurred	
Short term commercial activation - per day (including pack in pack out)	\$2,060.00 \$2,000.00	Inflation and rounding.
Short-term, ongoing use with revenue generating activities, charge per day	\$515.00 \$500.00	
Casual or short/intermittent duration, pack in/pack out, use with revenue generating activities, per hour, minimum charge of two hours	\$51.50 \$50.00	
In all cases the intended use of council land will need to be assessed against the Use of Council Land Policy which incorporates community/public benefit.		

Longer-term Use	2025/26	Changes
Lease or Licence Administration fee - Commercial ⁸	\$1030.00 \$1,000.00	Inflation and rounding.
Lease or Licence per m ² - Commercial	Market rent valuation	
Lease or Licence Administration fee - Community ⁹	\$515.00 \$500.00	Inflation and rounding.
TCC owned building lease or licence per m ² - Community use only ¹⁰	\$25 per m ² per year	
Community Ground Lease ¹¹ per m ²	25% of the assessed average Reserve land value (\$3 per m ²) for the first 1,000m ²	
	No additional charge for 1,001m ² to 9,999m ²	
	For leases over 10,000m ² , \$0.30 per m ² for the next 50,000m ²	

⁸ Legal and any valuation costs are additional.

⁹ Legal fees are additional, valuations to be done every three years to determine market rate.

¹⁰ Interior fit out painting and maintenance is the tenant's responsibility. Exterior building maintenance is council's responsibility. No discount is applicable for the tenant to maintain the interior. Rates and utilities are additional.

¹¹ Tenant funded and maintained building. Lease area is calculated as any area with public restricted access. All lease grounds maintenance funded by tenant, with an annual inspection by Council. Where an existing lessee is paying a greater rent level that rent level will be retained. General Manager, Community Services, has authority to amend individual rent levels where a community organisation can demonstrate inability to pay leading to a significant negative effect on Council's Community Outcomes, with criteria to be agreed by Council.



Longer-term Use	2025/26	Changes
Sublease agreements within lease area with any non-Community organisation¹²	Market Rent Valuation charged to this area.	

Activity Manager Approval (activities on Council land requiring assessment as landowner)	2025/26	Changes
Activities on council-managed land requiring activity manager approval application fee, for first 2.5 hours of assessment	\$515.00 \$500.00	<u>Inflation.</u>
Activities on council-managed land requiring activity manager approval per hour not covered by application fee	\$206.00 \$200.00	
These fees and charges do not apply to the Historic Village activity which has a separate fees and charges schedule. Base charges are an indicative guide only. Final charge may be higher or lower depending on individual circumstances such as land area, extent of community access, permitted use and expected revenue.		

Venues and Events

Filming	2025/26		Changes
Filming facilitation fee	Half day (up to 4hrs)	Full day	
Low impact	\$120.00 \$115.00	\$120.00 \$115.00	<u>Inflation and rounding.</u>
Medium impact	\$175.00 \$170.00	\$350.00 \$340.00	
High impact	\$350.00 \$340.00	\$700.00 \$675.00	

Outdoor Venue Hire Rates	2025/26	Changes
Audit fee – one off	\$120.00 \$115.00	<u>Inflation and rounding.</u>

Water Supply

WATER SUPPLY CHARGES TO BE INSERTED FOLLOWING 3 MARCH COUNCIL MEETING

¹² Sublease must be approved, meet requirements and sublease area is not applicable to any discounts i.e. any discounts to sqm area are not applied to sublease area. Head leaseholder annual accounts and sublease agreements submitted to council.

Attachment 4: Bay Venues Breakdown of Additional Operational grant request

Breakdown of additional operating grant required to operate both QEYC and Haumarū	QEYC - FY25	QEYC/Haumarū combined - FY26	Variance	Comments
User Fees	306,590	384,211	77,621	Haumarū volume will have a ramp-up phase hence lower revenue in yr 1. Costs have been adjusted to reflect/offset this.
Other Income	0	0	0	
Subsidies	292,152	292,169	17	
Total Revenue	598,742	676,380	77,638	
COGS	9,104	13,228	4,124	
Employee Expenses	281,585	569,441	287,856	Staff cost associated with setting up /packing down equipment, cleaning, administration, customer service, minor maintenance, adhering to compliance requirements, etc.
Admin Expenses	10,386	14,222	3,836	
Marketing Expenses	13,048	11,400	(1,648)	
Consultants Expenses	0	0	0	
Operational Expenses	120,341	223,821	103,480	Increased opex for new facility, including cleaning, power, rates etc.
R&M Expenses	21,488	39,360	17,872	Increased R&M on new facility
Total Expenditure	455,952	871,471	415,519	
Net Surplus/(Deficit)	142,790	(195,091)	(337,881)	Additional operating grant required to offset reduction in net surplus and maintain current financial position



Tauranga City

Forecast Statement of Comprehensive Revenue and Expense

	2025 LTP (\$000's)	2026 LTP (000's)	2026 Annual Plan (000's)	2026 AP Var to 2026 LTP (000's)	2026 AP var to 2025 LTP (000's)	2026 AP var to 2025 LTP %
REVENUE						
OPERATING REVENUE						
Rates	333	373	367	(5)	34	9.9% after 0.25% growth
Grants & Subsidies	61	87	75	(12)	14	23.7%
Fees & Charges	71	77	81	4	10	13.9%
Finance Revenue	5	6	6	0	1	25.9%
TOTAL OPERATING REVENUE	470	542	529	(13)	59	12.7%
OPERATING EXPENDITURE						
Personnel Expenses	118	121	123	2	5	4.2%
Depreciation & Amortisation Expenses	105	117	127	10	22	21.0%
Finance Expenses	64	70	68	(2)	4	6.5%
Other Operating Expenses	287	298	278	(20)	(8)	(2.9)%
TOTAL OPERATING EXPENDITURE	573	606	596	(11)	23	4.0%
OPERATING SURPLUS/(DEFICIT)	(103)	(64)	(67)	(2)	37	(35.6)%

Balanced budget:

Unfunded Transport Depreciation (NZTA)	19	21
Unfunded depreciation smoothed	15	0
Capitalised interest	22	26
Digital SaaS loan funded (net)	13	5
City Development loan funded (net)	4	7
Waters CCO loan funded	0	8
Grants for delivery of capital net loan funded	0	2
Cash activity (surplus)/deficits	(4)	(4)
Other net reserve movements	(5)	2
	<u>(0)</u>	<u>0</u>

Key Financials for Annual Plan revision, inflated

2026 AP Variance to:

	2025 LTP	2026 LTP	2026 - 12.5% rates	2026 - 9.9% rates	LTP 2025	LTP 2026
Capital Programme (\$m)	431	457	430	430	(2)	(28)
Operational Expenditure of a Capital Nature (\$m)	78	87	76	76	(2)	(11)
Net Debt (\$m)	1,450	1,639	1,649	1,649	199	10
Debt to revenue ratio (Financial Strategy)	237%	255%	299%	303%	66%	78%
Debt to revenue ratio (LGFA calc)	234%	223%	259%	262%	28%	-10%
Financial Limit on Borrowing (debt to revenue ratio - bespoke)	285%	280%	280%	280%	-5%	0%
Total Rates (\$m)	333	373	375	367	34	(5)
Total Rates Increase (net growth and penalties)	13.1%	10.3%	12.5%	9.9%	-3.2%	-0.4%
IFF levies (approx increase on rates)	2.8%	2.2%	0.0%	0.0%	-2.8%	-2.2%
Total Ratepayer increase net growth	15.9%	12.5%	12.5%	9.9%	-6.0%	-2.6%

Attachment 6 - 3 March 2025 Council Meeting
Summary of Modelled Debt Variance from the 24-34 LTP for 2026 Annual Plan

	Closing Debt Balance 2024			Closing Debt Balance 2025			Closing Debt Balance 2026		
	Forecast 2024	Actual 2024	Variance	LTP 2025	Forecast 2025	Variance	LTP 2026	AP 2026	Variance
Gross	1,205	1,172	(33)	1,466	1,420	(46)	1655	1,679	24
Cash	16	104	88	16	31	15	16	30	14
Net	1,189	1,068	(121)	1,450	1,390	(61)	1,639	1,649	10

Explanation of high level movements not included in LTP

2024 closing net debt variance (favourable) (121) LTP forecast v actual

- 55 TMOTP on balance sheet and other funding not received
- 36 lower than budgeted grants
- (34) lower capex (\$475m forecast - \$509m assumed in LTP)
- 3 Marine Precinct cash not received
- Other forecast overs/under assumed net zero

2025 closing net debt variance (favourable) (61) LTP v current forecast

- (39) 2026 lower capex (\$505m assumed versus \$544m in LTP)
- 94 2026 lower capital grants
- 7 waters reform debt funded project cost
- 9 balance of modelled external borrowing

2026 closing net debt variance (unfavourable) 10 LTP v draft AP