



TE KAUNIHERA Ā-ROHE O  
**ŌTOROHANGA**  
DISTRICT COUNCIL

# Open Agenda

**ŌTOROHANGA DISTRICT COUNCIL**

30 September 2025

**Notice is hereby given** that an ordinary meeting of the Ōtorohanga District Council will be held in Waikōwhitiwhiti (Council Chambers), Ōtorohanga District Council, 17 Maniapoto Street, Ōtorohanga on Tuesday, 30 September 2025 commencing at 10.00am.

Tanya Winter, Chief Executive

23 September 2025

## OPEN TO THE PUBLIC AGENDA

### Ōtorohanga District Council membership

Chairperson	His Worship the Mayor, Max Baxter
Deputy Chairperson/Kāwhia Tihiroa Councillor	Deputy Mayor, Annette Williams
Kāwhia Tihiroa Councillor	Kit Jeffries
Kio Kio Korakonui Councillor	Rodney Dow
Ōtorohanga Councillor	Katrina Christison
Ōtorohanga Councillor	Steve Hughes
Rangiātea Councillor	Jaimee Tamaki
Rangiātea Councillor	Roy Willison
Waipā Councillor	Roy Johnson
Wharepūhanga Councillor	Cathy Prendergast

All attendees at this meeting are advised that the meeting will be electronically recorded (audio and video) for the purpose of webcasting to the ŌDC's YouTube channel. Every care will be taken to maintain individuals' privacy however attendees are advised they may be recorded as part of the general meeting proceedings.

## For use in both opening and closing meetings

A Member will provide the words of their preference or may choose to use the following:

Mā te whakapono	<i>By believing and trusting</i>
Mā te tūmanako	<i>By having faith and hope</i>
Mā te titiro	<i>By looking and searching</i>
Mā te whakarongo	<i>By listening and hearing</i>
Mā te mahi tahi	<i>By working and striving together</i>
Mā te manawanui	<i>By patience and perseverance</i>
Mā te aroha	<i>By all being done with compassion</i>
Ka taea e tātou	<i>We will succeed</i>

## For use in blessing food

A Member will provide the words of their preference or may choose to use the following:

Nau mai e ngā hua o te wao	<i>I welcome the gifts of food from the forest</i>
O te ngakinga	<i>From the cultivated gardens</i>
O te wai tai	<i>From the sea</i>
O te wai māori	<i>From the fresh waters</i>
Hei oranga mō tātou	<i>For the goodness of us all</i>
Tūturu whakamaua	<i>Let this be my commitment to all!</i>
Kia tina! Tina! Hui e! Tāiki e!	<i>Drawn together and affirmed!</i>

<b>Opening formalities</b>	<b>Ngā tikanga mihimihi</b>	
Commencement of meeting	Te tīmatanga o te hui	6
Opening prayer/reflection/words of wisdom	Karakia/huitao/whakataukī	6
Apologies	Ngā hōnea	6
Public forum	Hui tūmatanui	6
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Confirmation of minutes	Te whakaū i ngā meneti	8
Receipt of Minutes	Te rironga o ngā meneti	30
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Workshops	Hui awheawhe	
1	Kāwhia beach alternative access	Open to the public
2	Aotea seawall	Public not permitted
3	Monthly discussion with the Chief Executive	Public not permitted

This Open Agenda was prepared by Manager Governance, Kaia King and approved for distribution by Chief Executive, Tanya Winter on 23 September 2025.

**Commencement of meeting****Te tīmatanga o te hui**

The Chairperson will confirm the livestream to YouTube is active then declare the meeting open.

**Opening prayer/reflection/words of wisdom****Karakia/huitao/whakataukī**

The Chairperson will invite a member to provide opening words and/or prayer/karakia.

**Apologies****Ngā hōnea**

A Member who does not have leave of absence may tender an apology should they be absent from all or part of a meeting. The meeting may accept or decline any apologies. For clarification, the acceptance of a Member's apology constitutes a grant of 'leave of absence' for that specific meeting(s).

*Should an apology be received, the following is recommended: That Ōtorohanga District Council receive and accept the apology from ... for ... (non-attendance, early departure, late arrival).*

**Public forum****Hui tūmatanui**

Public forums are designed to enable members of the public to bring matters, not necessarily on the meeting's agenda, to the attention of Council. Requests to attend the public forum must be made to on the form available on ŌDC's website: [otodc.govt.nz/about-council/meetings/speak-at-public-forum](https://otodc.govt.nz/about-council/meetings/speak-at-public-forum). Alternatively, please call 07 873 4000.

Speakers can speak for up to five (5) minutes. No more than two speakers can speak on behalf of an organisation during a public forum. At the conclusion of the presentation, elected members may ask questions of speakers. Questions are to be confined to obtaining information or clarification on matters raised by a speaker. Following the public forum, no debated or decisions will be made during the meeting on issues raised in the forum unless related to items already on the agenda.

No members of the public had requested to speak.

**Late items****Ngā take tōmuri**

Items not on the agenda for the meeting require a resolution under section 46A of the Local Government Official Information and Meetings Act 1987 stating the reasons why the item was not on the agenda and why it cannot be dealt with at a subsequent meeting on the basis of a full agenda item. It is important to note that late items can only be dealt with when special circumstances exist and not as a means of avoiding or frustrating the requirements in the Act relating to notice, agendas, agenda format and content.

Should a late item be raised, the following recommendation is made: *That Ōtorohanga District Council accept the late item .... due to .... to be heard ....*

**Declaration of conflict of interest****Te whakapuakanga pānga taharua**

Members are reminded to stand aside from decision making when a conflict arises between their role as an elected member and any private or external interest they may have.

A conflict can exist where:

- The interest or relationship means you are biased; and/or
- Someone looking in from the outside could have reasonable grounds to think you might be biased.

Should any conflicts be declared, the following recommendation is made: *That Ōtorohanga District Council receive the declaration of a conflict of interest from .... for item ... and direct the conflict to be recorded in Ōtorohanga District Council's Conflicts of Interest Register.*

**Confirmation of minutes****Te whakaū i ngā meneti**

The unconfirmed Minutes of the previous ordinary meeting are on the following pages.

**Staff recommendation**

That Ōtorohanga District Council confirm as a true and correct record, the open Minutes of the meeting held on 26 August 2025.

Please note that the Minutes from the 30 September 2025 meeting will not be confirmed by ŌDC Resolution due to the Local Government Elections. The Minutes will be circulated by email and Members will have 7 days to request any corrections. His Worship the Mayor and ŌDC's Chief Executive will then sign the Minutes as a true and correct record.





TE KAUNIHERA Ā-ROHE O  
**ŌTOROHANGA**  
DISTRICT COUNCIL

# Open Minutes

## **ŌTOROHANGA DISTRICT COUNCIL**

26 August 2025

Open Minutes of an ordinary meeting of the Ōtorohanga District Council held in Waikōwhitiwhiti (Council Chambers), Ōtorohanga District Council, 17 Maniapoto Street, Ōtorohanga on Tuesday, 26 August 2025 commencing at 10.00am.

Tanya Winter, Chief Executive

28 August 2025

### Ōtorohanga District Council attendance

Chairperson	His Worship the Mayor, Max Baxter	Attended
Deputy Chairperson/Kāwhia Tihiroa Councillor	Deputy Mayor, Annette Williams	Attended
Kāwhia Tihiroa Councillor	Kit Jeffries	Attended
Kio Kio Korakonui Councillor	Rodney Dow	Attended
Ōtorohanga Councillor	Katrina Christison	Attended
Ōtorohanga Councillor	Steve Hughes	Apology
Rangiātea Councillor	Jaimee Tamaki	Attended
Rangiātea Councillor	Roy Willison	Attended
Waipā Councillor	Roy Johnson	Apology
Wharepūhunga Councillor	Cathy Prendergast	Attended

### ŌDC senior staff in attendance

Chief Executive	Tanya Winter	Attended
Group Manager Business Enablement	Graham Bunn	Attended
Group Manager Engineering & Assets	Mark Lewis	Attended
Group Manager Regulatory & Growth	Tony Quickfall	Attended
Group Manager Strategy & Community	Nardia Gower	Attended

These Open Minutes were prepared by Manager Governance, Kaia King and approved for distribution by Chief Executive, Tanya Winter on 28 August 2025.

<b>Opening formalities</b>	<b>Ngā tikanga mihimihi</b>	
Commencement of meeting	Te tīmatanga o te hui	5
Opening prayer/reflection/words of wisdom	Karakia/huitao/whakataukī	5
Apologies	Ngā hōnea	5
Public forum	Hui tūmatanui	5
Petition		5
Late items	Ngā take tōmuri	6
Declaration of conflict of interest	Te whakapuakanga pānga taharua	6
Confirmation of minutes	Te whakaū i ngā meneti	6
Receipt of Minutes	Te rironga o ngā meneti	7
His Worship the Mayor's verbal report	Te pūrongo ā-waha a te kahika	7

<b>Decision reports</b>	<b>Ngā pūrongo whakatau</b>	
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Item 270	<a href="#"><u>Delegations in the Interregnum Period</u></a>	10
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<b>Information only reports</b>	<b>Ngā pūrongo mōhiohio anake</b>	
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<b>Other business</b>	<b>Ētahi atu take</b>	
Councillor updates	Ngā kōrero hou a ngā Kaikaunihera	20
Resolution Register	Rēhita tatūnga	20

<b>Public excluded</b>	<b>Take matatapu</b>	
There are no reports.		

<b>Closing formalities</b>	<b>Ngā tikanga whakakapi</b>	
Closing prayer/reflection/words of wisdom	Karakia/huritao/whakataukī	21
Meeting closure	Katinga o te hui	21

<b>Workshops</b>	<b>Hui awheawhe</b>	
1	Monthly discussion with the Chief Executive	Public not permitted

**Commencement of meeting****Te tīmatanga o te hui**

His Worship the Mayor declared the meeting open at 10.02am.

**Opening prayer/reflection/words of wisdom****Karakia/huitao/whakataukī**

His Worship led the Councillors in a recitation of the karakia provided in the agenda.

Councillor Christison provided the following words of wisdom: *Let's remind ourselves that every item on the agenda links back to the people who call our district home. May our decisions be thoughtful, our disagreements respectful and our decisions made with the best interests of our community at heart.*

**Apologies****Ngā hōnea**

Resolved C422: That Ōtorohanga District Council receive and accept the apologies from Councillor Roy Johnson and Councillor Hughes for non-attendance and Councillors Tamaki and Willison for lateness.

His Worship the Mayor | Seconder

**Public forum****Hui tūmatanui**

No members of the public had requested to speak.

Councillor Tamaki joined the meeting at 10.04am.

**Petitions**

A petition had been received titled 'Ōtorohanga logo change'. Mr Ian Clark formally presented the petition. Mr Clark requested ŌDC reverse the decision to change the logo. He also stated the petitioners were unhappy with the lack of public consultation.

His Worship the Mayor thanked the petitioners for attending the meeting. He advised the ŌDC logo change cost less than \$5,000. He referred to Te Awamutu being the “Rose town” of New Zealand, noting that the Waipā logo has no direct connection to that identity, and provided other examples for consideration. He also acknowledged the upcoming election noting the incoming Council may choose to consider this matter in the next Triennium.

His Worship the Mayor adjourned the meeting for a short break to allow the petitioners to depart at 10.14am. Councillor Willison joined the meeting at 10.15am. His Worship reconvened the meeting at 10.17am.

Resolved C423: That the Ōtorohanga District Council receive the petition ‘Ōtorohanga logo change’.

His Worship the Mayor | Deputy Mayor Williams

### Late items

### Ngā take tōmuri

There were no late items.

### Declaration of conflict of interest

### Te whakapuakanga pānga taharua

There were no Declarations made.

### Confirmation of minutes

### Te whakaū i ngā meneti

Resolved C424: That Ōtorohanga District Council confirm as a true and correct record, the open Minutes of the meetings held on:

- a) 23 July 2025 (document number 843882); and
- b) 29 July 2025 (document number 842213); and
- c) 12 August 2025 (document number 842918).

His Worship the Mayor | Councillor Christison

Councillor Prendergast advised that she had requested a sentence be removed from the 23 July 2025 Minutes which referred to her saying ‘noting that ŌDC may not exist in its current form in...’.

**Receipt of Minutes****Te rironga o ngā meneti**

Resolved C425: That Ōtorohanga District Council receive following unconfirmed Minutes:

- a) the Kāwhia Community Board meeting on 7 August 2025 (document number 843360)
- b) the Ōtorohanga Community Board meeting on 4 August 2025 (document number 842810).

Councillor Tamaki | Councillor Prendergast

**His Worship the Mayor's verbal report****Te pūrongo ā-waha a te kahika**

His Worship attended two Waikato Water Limited meetings. He attended a meeting with Ideal Services and went to Ōtorohanga College as one of six judges for the 10 year business ideas and plans project. He officiated at the Citizenship Ceremony and attended a Mayors Taskforce for Jobs meeting via Zoom.

Resolved C426: That Ōtorohanga District Council receive the verbal update from His Worship the Mayor, Max Baxter.

His Worship the Mayor | Deputy Mayor Williams

**Decision reports****Ngā pūrongo whakatau****Item 269: Submissions and Staff Recommendations: Bylaw Reviews (Keeping of Stock, Poultry and Bees Bylaw; Structures and Works in Public Places Bylaw)**

His Worship advised the meeting was now in a Hearing. ŌDC's Tony Quickfall noted the supplementary report was distributed the previous day in response to further information from submitter Natalie Southgate. He referred to page 4 of the supplementary report relating to the additional information, noting the experts had now provided the confirmation sought. He outlined the changes submitted in the supplementary report and advised of the staff recommendations.

Submitter Natalie Southgate spoke to her submission and the supplementary report information. His Worship thanked Ms Southgate for her time and submission. Councillor Christison queried if she was happy with the changes proposed by Mr Quickfall in response to her supplementary information. Ms Southgate spoke in support for most but provided an example where the proposed rules would not be

the best outcome. She sought the inclusion of 'shrubby and/or rigid fencing' to encourage the bees to climb to their flight path.

Councillor Dow queried the fencing requirement and Ms Southgate stated she was against fencing and spoke on the better results obtained from shrubs. Councillor Jeffries spoke in support of her statement, noting that the location of the beehives within the property was also a key factor in flight paths. He queried if the screening would only apply for urban areas. Ms Southgate noted that commercial beekeepers need access therefore their beehives are usually located near roads. She noted the beehives located at the Ōtorohanga Kiwi House and the houses surrounding the area. Mr Quickfall spoke on the need to ensure screening was in place to ensure the bees obtained the correct height for their flight path and stated he was comfortable with the addition of shrubby to the fencing requirement.

Councillor Jeffries spoke on suitable water sources noting they should be treated like other stock which require food and water provision. Ms Southgate advised that natural water sources are preferable, and that the buckets of water suggested would likely result in bees drowning. She stated it should be optional. Councillor Christison queried the removal of the water requirement and Mr Quickfall spoke on the pros and cons of the inclusion but noted that it was not directly related to the Bylaw's intention to reduce 'nuisance' complaints. He stated it was comfortable with its removal should ŌDC wish to remove it. Councillor Tamaki spoke on food security and spoke in support of the removal of the word 'nuisance' from the proposed Bylaw.

Councillor Jeffries spoke on American Foul Brood and the monitoring of illegal hives (not registered). Ms Southgate noted that making it more difficult e.g. requiring fences to be built was more likely to result in an increase of illegal hives.

Mr Quickfall noted the Bylaw was for the urban boundary for Kāwhia, Aotea and Ōtorohanga. He noted MPI had the responsibility to follow up with beehive registration. He stated the Bylaw was intending to assist in the rare occasions where a complaint was made.

Mr Quickfall summarised the proposed changes and stated an amendment was to include 'fence or natural screening. He stated the water source was not related to the nuisance effect that the Bylaw was intended to address. His Worship spoke on the need to keep some screening requirement in the Bylaw, but it would be up to people's discretion. Mr Quickfall stated an amendment would be to include the wording 'suitable natural or artificial water source'. Councillor Dow noted bobby calves needed to have a water source. He thought there would be a similar requirement by the Ministry for Primary Industries (MPI). Councillor Christison spoke on the lack of enforcement, so the Bylaw needed to



provide best practice. Mr Quickfall noted under the current Bylaw that enforcement was on a 'complaint received' basis as directed by ŌDC. Councillor Dow stated the requirement from MPI was there 'should be a water source nearby throughout the seasons'.

Mr Quickfall spoke on the rooftop requirements noting there was a requirement for assessing the need to improve the structural strength of the roof. He noted the challenge to a finesse a general Bylaw and queried how much regulation was required.

Councillor Christison spoke on the submission around cats. She shared that 13% of councils in New Zealand have a cat bylaw in place. Mr Quickfall spoke on the submission and noted implementation would need a new bylaw which was out of scope for this Bylaw.

Councillor Christison spoke on the Structures and Works in Public Places Bylaw and the need for lighting under verandahs in the main street of town. Mr Quickfall noted the Bylaw stated there should be 'sufficient lighting'. He advised that if there was a need to go and look at the lighting under the verandahs, staff could action but otherwise it would be assessed following a complaint. Councillor Dow queried the lux requirements and Mr Quickfall stated staff had not considered there was a need to include a provision for lux requirements. If this was to be included, he stated the Bylaw review would need to be paused with a subsequent amendment to the Bylaw. ŌDC's Tanya Winter stated the approach was complaint driven rather than proactive seeking of breaches. Mr Quickfall spoke on the process around the purchase of equipment and training of staff that would be required prior to checking the lux requirements.

Resolved C427: That Ōtorohanga District Council:

- a) Do not accept the submission from Companion Animals NZ on the Keeping of Stock, Poultry and Bees Bylaw, seeking a new "Keeping of Animal's" bylaw relating to cat control; and
- b) Accept in part the submission from Natalie Southgate on Keeping of Stock, Poultry and Bees Bylaw, opposing the bylaw; and
- c) Receive the information as provided via email on Saturday 23 August.
- d) Amend the Animal Nuisance Bylaw as set out in section 5.4 of the Supplementary Report.
- e) Change of wording to: fence or natural screening, suitable natural or artificial water source.
- f) Approve the proposed changes to the Keeping of the Stock, Poultry and Bees Bylaw (including renaming to "Animal Nuisance Bylaw") and to the Structures and Works in Public Places Bylaw, as publicly notified for consultation on 30 June 2025; and

- g) Approve all such additional minor changes, limited to formatting, grammar and spelling, as are necessary prior to the amended bylaws coming into effect.
- h) Re-confirm the amended bylaws be publicly notified on 8 September 2025 and come into effect on 15 September 2025.

His Worship the Mayor | Councillor Tamaki

### Item 270: Delegations in the Interregnum Period

ŌDC's Graham Bunn spoke on the staff recommendation. There were no questions.

Resolved C428: That Ōtorohanga District Council approve the following delegations:

- a) Delegates, subject to the limitations set out in clause 32(1) of the Seventh Schedule to the Local Government Act 2002, all of its responsibilities, duties, and powers from 11 October 2025 until the inaugural meeting of Ōtorohanga District Council, to the Chief Executive (or Acting Chief Executive) to attend to those matters that cannot reasonably await the first meeting of the new Council. Where the Mayor elect is known, this will be in consultation with the Mayor-elect.
- b) Confirms these delegations expire on the convening of a valid meeting of Ōtorohanga District Council following the 2025 Election.

Councillor Jeffries | Deputy Mayor Williams

### Item 271 Re-appointment of Mr Roy Johnson to the Ōtorohanga District Licensing Committee

ŌDC's Tony Quickfall advised Councillor Johnson was stepping down as an elected member and the staff recommendation to was request the Chief Executive appoint Mr Johnson as a Commissioner of the Ōtorohanga District Licensing Committee to act as alternate Chairperson until the end of the current term, being 30 November 2026. Councillor Dow queried if Mr Johnson was happy to continue and Mr Quickfall noted that Mr Johnson had asked to continue. Councillor Christison sought confirmation that there were no financial implications and Mr Quickfall provided assurance that there would be no change to the current budget for this role.

Resolved C429: That Ōtorohanga District Council:

- a) Re-appoint Mr Roy Johnson as member of the Ōtorohanga District Licensing Committee; and

- b) Request the Ōtorohanga District Council Chief Executive to appoint Mr Johnson as Commissioner of the Ōtorohanga District Licensing Committee to act as alternate Chairperson if the incumbent Chairperson is unavailable or has a conflict of interest; and
- c) Confirm the period of the re-appointment to be from 11 October 2025 to the end of the current term of the District Licensing Committee, being 30 November 2026.

Councillor Prendergast | Councillor Jeffries

### Item 272 Application for Temporary Road Closure – Targa NZ 2025

ŌDC's Paul Strange, Manager Rooding spoke to the staff report noting four objections had been received. He stated staff had considered the objections and the staff responses were included as an appendix to the report. He noted the organisers had been in touch with 3 objectors as 1 did not want to be contacted.

Councillor Christison referred to point 2.5 regarding school bus notification and Councillor Jeffries queried contact with the rural mail delivery. Mr Strange confirmed the organisers had been in contact with the school buses but did not know if contact with the rural mail was made. He would liaise with the organisers to ensure contact was made. Councillor Dow spoke on the good communication received from the organisers to trucking companies who may be affected. Councillor Prendergast also spoke on the contact to Fonterra from the organisers.

Mr Strange advised feedback would be given to the organisers to consider not using Honikiwi Road in 2026. Councillor Christison spoke on the importance of emphasising the economic benefit to the district which was not outlined in the staff report and Deputy Mayor Williams noted the contestants had family and support crews which also travelled and spent money in the district. She also noted one local school had provided a car wash service during the stopover as a fundraising activity.

Resolved C430: That Ōtorohanga District Council:

- a) Approves the temporary road closures within the Ōtorohanga District, in accordance with Sections 319(h) and 342, and Section 11 of Schedule 10 of the Local Government Act 1974, for the following stages of the Targa NZ 2025 Rally to be held on Thursday, 16 October 2025:
  - SS11 – Mangare Road from its intersection with Rotongata Road to Pukewhau Road ending 300m before the intersection with Waipapa Road. Time: 10:00am – 3:00pm

- SS12 – Wairehi Road from 3km south of its intersection with Waipapa Road, continuing via Ngaroma Road and Bayley Road, ending 100m before the intersection with Loop Road. Time: 10:40am – 3:10pm
  - SS13 – Mangatutu Road from 200m south of its intersection with Wharepūhanga Road, continuing via Maihihi Road and Tauraroa Valley Road, ending at No. 935 Ōtewā Road. Time: 12:40pm – 5:10pm
  - SS14 – Mangamahoe Road from 400m west of its intersection with Kāwhia Road (SH39), via Honikiwi Road and Turitea Road, ending on Kāwhia Road (SH31), excluding all sections under NZTA control. Time: 1:30pm – 6:00pm
  - SS15 – Harbour Road, Te Waitere Road and Taharoa Road (Waitomo district). Time 2.30pm – 7.05pm
- b) Notes that approval excludes any parts of the proposed route that fall under the control of the New Zealand Transport Agency (Waka Kotahi), including portions of State Highway 31 and State Highway 39, which require separate NZTA approval.
- c) Notes that approval is also limited to roads within the Ōtorohanga District, and that the closure of any parts of SS15 within the Waitomo District must be approved by Waitomo District Council.
- d) Authorises public notification of the approved road closures in accordance with the Local Government Act 1974.
- e) Notes that approval is conditional upon compliance with closure processes.

Councillor Tamaki | Councillor Prendergast

### **Item 273 Ōtorohanga Historical Society – Request for Assistance with Rewarewa Schoolhouse Relocation Costs**

ŌDC's Sahndra Cave, Community Projects Lead spoke on the ŌDC funding provided to the Society. She noted there were over 130 projects identified in various plans that the community had requested, and the community board had prioritised. She noted this was an unfunded project and this needed to be acknowledged along with the community feedback to keep rates rises as low as possible.

Councillor Dow queried the stormwater drain at the Museum site and if the investigation needed to be completed before confirming the Schoolhouse could be located in that area. Ms Cave advised the wastewater needed to be the first priority with the stormwater second. ŌDC's Mark Lewis stated the

stormwater pipe project was signalled in the Long Term Plan (LTP) as staff had indications there was potentially an issue with that pipe. He noted the project was in progress with the CCTV component completed and staff were assessing the data provided. He stated staff needed to understand the current condition of the pipe before progressing works.

Councillor Jefferies queried if the operational grant provided by ŌDC had any suggestion it would continue past 30 June 2026 and ŌDC's Nardia Gower advised the original grant was made for six month and through the Annual Plan process, ŌDC had provided funding for one year, being until 30 June 2026.

Councillor Christison queried if the map lines were indicative only as it appeared the stormwater went down the drive and then bypassed the land where the Schoolhouse was to be located. Mr Lewis advised part of the stormwater pipe assessment was to improve pipe location and that staff needed a site location plan from the Society to determine any impact. In response to a second query, Mr Lewis confirmed the Society had not provided a site location plan to ŌDC at the time of the meeting.

In response to a query from Councillor Christison, ŌDC's Jared le Fleming, Manager Community Services confirmed a traffic management plan (TMP) was required for all tree maintenance work. He stated a TMP also covers pedestrians as well as cars noting the Elm overhung the footpath. He advised tree maintenance was undertaken in blocks of work with a new block being scheduled over summer. Councillor Christison sought confirmation that the removal of the Elm would be similar to the cost to trim the tree. Mr le Fleming advised the costings were similar and Mr Lewis advised that if ŌDC resolved to remove the tree, the work could form part of the next block of work.

Councillor Jeffries queried resource consent costs and the cost to physically relocate the building. Councillor Christison advised the Society had over \$38,000 pledged to them for the relocation and the Society had not requested any funding for that component.

Councillor Jeffries then queried if the wastewater project was cost recoverable from Waikato Water Limited (WWL) and Mr Lewis advised the project would become part of the network and not a privately run pump station so it would form part of the assets transferred. He noted only projects confirmed in the Long Term Plan were included and ŌDC was under obligation to do no extra work, except critical works, unless WWL had agreed. He reconfirmed this project was included in the LTP. Mr Lewis displayed the network on the screen and spoke on the options available to improve the network in that location.

Councillor Dow noted a recent Bill stated local government needed to look after museums as part of core services. In response to a comment from Councillor Christison, Ms Cave advised ŌDC's building

inspectors had stated there was evidence the building was not watertight during their inspection. Councillor Christison sought additions and amendments to the staff recommendation speaking in support of ŌDC paying for the removal of the Golden Elm and seeking ŌDC to pay for the pre-application process instead of just the first 30 minutes as would normally apply. ŌDC's Tanya Winter sought clarification of the intention and queried if the outcome of the pre-application process was to be brought back to ŌDC for further consideration.

His Worship the Mayor adjourned the meeting for a short break at 11.51am to allow staff to ensure the additional points requested by Councillor Christison were prepared for consideration, and he reconvened the meeting at 11.58am.

Resolved C431: That the Ōtorohanga District Council:

- a) Facilitate the connection of the Museum site to the mains wastewater system and cover the associated costs, funded through the development sundry budget in the wastewater account, subject to confirmation that no significant conflicts exist with underground stormwater infrastructure that would prevent or substantially increase the cost of the works.
- b) Approves the request for removing the Golden Elm and that this is funded from the Ōtorohanga Parks and Reserves budget,
- c) Requires the Ōtorohanga Historical Society (ŌHS) to undertake the pre-application process with ŌDC's planning team prior to lodging any resource consent application, to clarify consent requirements, identify potential issues and streamline the approval process, and that the fees for this are waived by ŌDC.
- d) Requires that the outcome of the pre-application process is brought back to ŌDC in order to determine next steps.
- e) Agree to consider future funding opportunities for the Museum as part of the next Annual Plan process and the subsequent Long Term Plan (LTP) review.

Councillor Christison | Councillor Dow

## Information only reports

## Ngā pūrongo mōhiōhio anake

### Item 274 Annual report on Dog Control policy and practices

ŌDC's Tony Quickfall presented the report in the absence of the report writer. He noted it was a statutory report and was for information only. Councillor Christison commented on the number of dogs that had been destroyed and Mr Quickfall stated there was a mix with some dogs being surrendered

for destruction, some due to dangerous/menacing or behavioural issues but the majority were dogs that were unable to be re-homed.

Resolved C432: That Ōtorohanga District Council receive the 'Dog Control Policy and Practices Section 10A report' noting the report will be published on the ŌDC website and in the King Country News in accordance with Section 10A of the Dog Control Act 1996.

His Worship the Mayor | Councillor Dow

### **Item 275: Riskpool update and Call to Members**

ŌDC's Graham Bunn spoke to the staff report noting Napier City Council's Supreme Court Case decision. He advised ŌDC were notified in July that an additional call on members was required so there was no opportunity to put the budget into the Annual Plan therefore it was unbudgeted expenditure. He noted the call would be funded from the Building Control department's budget as it related to that activity. He advised the call was for approximately \$19k which brought the total unbudgeted calls since 2012 to just over \$150k. Mr Bunn spoke on a recent webinar which advised potentially up to \$100M was required for outstanding Riskpool claims. He noted this was affecting the ability to find insurance to cover the claims which was through the London markets. Due to the natural of the insurance market, lawyers had been engaged to progress the reinsurance.

Mr Bunn advised Riskpool had indicated a need to amend the Trust Deed noting ŌDC's Chief Executive had delegated authority to sign. He noted 90% of member councils needed to approve the amendment before the Trust Deed could be amended. In response to a query from Councillor Prendergast, Mr Bunn confirmed the issues were potentially a strategic risk and this would be discussed with the Risk and Assurance Committee at their next meeting.

Resolved C433: That Ōtorohanga District Council receive the report titled 'Riskpool update and Call to Members' (document number 843305) from Graham Bunn, Group Manager Business Enablement.

His Worship the Mayor | Councillor Jeffries

**Item 276: Heavy freight road classification**

ŌDC's Paul Strange, Manager Roading noted the purpose was to obtain approval for the classification of the roading network. He noted the recommendation was to allow High Productivity Motor Vehicle (HPMV) on specific roads.

Councillor Dow spoke to the recent bridge posting signs noting they were too close to the bridges causing trucks to reduce speed quickly and causing the possibility of being hit by vehicles behind. Mr Strange was aware of this and said that staff were looking at putting signs up in advance of the bridges at turning points for trucks. Councillor Dow then spoke on the rules that the transport industry must abide by when operating under a Transport Service Licence. He stated companies must renew the HPMV permit every two years, and any breach of the rules may result in a permit being issued for a shorter period or not at all. He stated the New Zealand Transport Agency required all maintenance bills, logbooks, speed records etc to be provided for assessment.

Resolved C434: That Ōtorohanga District Council:

- a) Approves High Productivity Motor Vehicle (HPMV) access to Huiputea Drive, Progress Drive, Ōtewā Rd (part), Old Te Kuiti Road and Turongo Street.
- b) Endorses the prioritisation of bridge upgrades and targeted pavement improvements within future asset management planning, where feasible to extend the 50MAX and HPMV network.

Councillor Dow | Councillor Jeffries

**Item 277: Roading Activity quarterly update – August 2025**

ŌDC's Paul Strange, Manager Roading outlined the report. In response to comments from His Worship and Deputy Mayor Williams on a lahar (mudslide) on Okupata Rd when a farm dam failed, ŌDC's Tony Quickfall spoke on farm dams and their failure from a civil defence emergency management perspective and the need to ensure all farm dams were identified for Waikato Regional Council and ŌDC.

Councillor Christison queried the timing of vegetation control, particularly for yellow bristle grass. Mr Strange advised staff were developing a calendar showing the timing for different plant species in order to determine the best mowing cycles.



Councillor Christison queried the planned pedestrian crossing at Te Kanawa Street and Kakamutu Street crossing improvements. Mr Strange advised it was part of the Ōtorohanga Town Concept Plan projects prioritised by the Ōtorohanga Community Board. ŌDC's Mark Lewis advised the intersection was flagged in the TCP around improving connectivity by shortening the width of the road. He stated the project was sitting as part of a current tender which was with the evaluation team. He noted staff would have to be cautious in commenting on costs then Mr Strange stated that the estimated cost for a similar footpath and kerbing project was around \$25k. He stated it would provide additional safety for students walking to Ōtorohanga College and would encourage flowing traffic using subtle changes.

Councillor Dow noted that the stripping of Ellis and Puketarata Roads were not included in the list of affected roads in the staff report. Mr Strange advised the contractor would be remedying the affected roads under the 12 months defects liability period.

Resolved C435: That the Ōtorohanga District Council receive the report titled 'Roading Activity quarterly update – August 2025' (document number 844002) from Paul Strange, Manager Roading.

His Worship the Mayor | Councillor Tamaki

His Worship the Mayor adjourned the meeting for the lunch break at 12.41pm and reconvened the meeting at 1.15pm.

### **Item 278: Regulatory and Growth Group – 6 Monthly Report**

ŌDC's Tony Quickfall took the report as read but noted the Phase 1: Fast Track Act (RMA bill #1) had been enacted in the previous week. He noted the impact on ŌDC was relatively minor. He noted the Remote Inspections component of the Phase 3: RMA replacement bill required inspections within three working days for building consents. Councillor Jeffries sought clarification as to why ŌDC still needed to inspect buildings once the Bill removed council liability. Mr Quickfall advised the Bill was not expected to be enacted until mid-2026 and would provide for proportional liability where all parties involved from designers to tradesmen to councils were liable for defects. He advised ŌDC would still need to be a Building Control Authority and to inspect and sign off building consents.

Councillor Prendergast queried if the savings made by the shared services arrangements could be quantified and ŌDC's Tanya Winter noted there would sometimes be savings, but other times ŌDC could receive enhanced levels of service for the same price but with wider breadth of coverage which was harder to quantify.

Resolved C436: That the Ōtorohanga District Council receive the report titled “Regulatory and Growth Group – 6 Monthly Report”.

His Worship the Mayor | Councillor Willison

### **Item 279: Service providers 12-month reports for 2024-2025**

ŌDC’s Nardia Gower referred to the Maru Trust noting an updated version has been provided prior to the meeting commencement and uploaded to the ŌDC website. His Worship referred to the supplementary information from Maru Trust and requested feedback be provided on the expectation that the vulnerable in the community are looked after in a timely manner.

Councillor Prendergast spoke on the new developments with Waikato Screen but noted that for those who provided potential locations, there was no feedback as to why an item was not suitable. She noted feedback would ensure better recommendations were made. ŌDC’s Nicky Deely, Manager Community Development & Wellbeing advised Waikato Screen welcomed any information or leads to be provided to location scouts.

Councillor Christison commented on the recent leaks in the roof of the Ōtorohanga Support House (ŌSH) which is an ŌDC owned building. Ms Deely advised staff were keeping in contact with the ŌSH and leaks were being repaired as they arose. In response to a query from Councillor Christison, Ms Gower advised the driver licensing program spend did not directly correlate to the numbers as some people needed more support than others. She confirmed the \$70k budget was distributed as needed.

Councillor Dow queried the ŌHS report where it states that some benefits were being suspended due to people not having enough money to attend the required face-to-face meetings. He noted the transportation table on page 283 and queried if there was a service to take people to those meetings. Ms Deely advised she would follow up with ŌSH.

Resolved C437: That the Ōtorohanga District Council receive the report ‘Service providers 12-month reports for 2024-2025’ and accompanying reports from:

- Maru Energy Trust
- Waikato Screen
- Enviroschools
- Thrive

- Ōtorohanga Support House Whare Āwhina (ŌSWHĀ)
- Sport Waikato
- Ōtorohanga Historical Society
- Ark Talent – Mayors Task Force for Jobs (MTFJ)

Councillor Jeffries | Councillor Prendergast

### Item 281: Finance report to 31 July 2025

ŌDC's Brendan O'Callaghan, Manager Finance noted it was the first report following the start of the 2025/26 financial year. He advised the large surplus in the Statement of Comprehensive Income was caused by the rates strike and the timing of payments with some ratepayers choosing to make a payment just before the penalty date rather than the due date. In response to a query from Councillor Jeffries, Mr O'Callaghan advised staff could provide a reserve funds schedule.

Councillor Dow queried the borrowings and Mr O'Callaghan advised \$447k was money borrowed from Housing New Zealand in the 2006/07 financial year which had no interest and was a suspensory loan that would be written off after 20 years.

Mr O'Callaghan noted the Annual Report would be presented for consideration at the September meeting. He advised it was brought forward due to the timing of the local Election. He noted the legislation gave councils until 31 October to adopt their annual report however the new Mayor was unlikely to have been sworn in by that date.

Resolved C438: That the Ōtorohanga District Council receive the report titled 'Financial Report for the month ending 31 July 2025' (document number 844141).

Councillor Jeffries | His Worship the Mayor

### Item 280: Elevate's 12-month report 2024-25 and workplan for 2025/2026

ŌDC's Nardia Gower was joined by Elevate's Marain Hurley and Jacque Purdy. In response to a query from Councillor Prendergast, Ms Hurley spoke on the change of personnel noting the Board Secretary took over for eight weeks to provide interim cover until the recruitment was complete.

In response to a query from His Worship, Ms Hurley spoke of the new premises noting the signage and central location have made a positive difference. In response to a comment from Councillor Jeffries, Ms Hurley advised Michelle Hollands had moved to become the Chief Executive of Hockey New Zealand. She noted the Board were exploring options to fill some parts of the vacant role with the Ōtorohanga Housing Group as one project on the list. Ms Hurley thanked ŌDC for their continuing support.

Resolved C439: That Ōtorohanga District Council receive Elevate's 12-month report for 1 July 2024 – 30 June 2025 and Workplan for 2025/26.

Councillor Dow | Councillor Christison

## Councillor updates

## Ngā kōrero hou a ngā Kaikaunihera

Members attended the extra-ordinary meeting and the confidential workshop on 12 August. Deputy Mayor Williams and Councillors Johnson and Tamaki attended the Chief Executive Review Committee meeting. Deputy Mayor Williams, and Councillors Tamaki and Prendergast, joined His Worship for the Citizenship Ceremony on 18 August. Councillor Prendergast attended the North King Country Development Trust meeting on 20 August and with Councillors Christison, Dow and Deputy Mayor Williams attended the WEAll Aotearoa workshop on economic wellbeing.

Councillor Tamaki joined the monthly online Te Maruata meeting and various hui from local government candidates to transportation to Waikato University to civics training. She was preparing for Te Koroneihana 2025. Councillor Willison was working with ŌDC staff on the seawall at Maketū Marae, Kāwhia while Councillor Christison was involved in career speed-dating at Ōtorohanga College. She also attended meetings in her role as ŌDC's appointee to the Elevate board. Councillor Jeffries attended the Kāwhia Fire Brigade annual general meeting and a meeting between ŌDC and Tainui-Kāwhia Incorporated around an alternative beach access.

## Resolution Register

## Rēhita tatūnga

ŌDC's Tanya Winter took ŌDC through the Register noting a minor error in the staff recommendation.

Resolved C440: That Ōtorohanga District Council confirm the removal of Resolutions C361 parts a), c) and d), C398, C404, C410, C411, C412, C413, C414, C415 and C421 from the Register.

His Worship the Mayor | Councillor Tamaki

### **Resolution made in a public excluded session**

His Worship noted that no action was required by ŌDC for this item.

### **Public excluded**

### **Take matatapu**

There were no public excluded reports.

### **Closing prayer/reflection/words of wisdom**

### **Karakia/huritao/whakataukī**

His Worship the Mayor led the meeting in a recitation of the karakia provided in the agenda.

### **Meeting closure**

### **Katinga o te hui**

His Worship the Mayor declared the meeting closed at 2.11pm.

### **Workshops**

### **Hui awheawhe**

The monthly discussion with the Chief Executive commenced at 2.15pm and concluded at 3.04pm.

**Receipt of Minutes****Te rironga o ngā meneti**

The unconfirmed Minutes of the meeting of the Ōtorohanga Community Board are attached on the following page. The meeting of the Kāwhia Community Board was cancelled.

**Staff recommendation**

That Ōtorohanga District Council receive the unconfirmed Minutes of the Ōtorohanga Community Board meeting held on 1 September 2025 (document number 846344).
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TE KAUNIHERA Ā-ROHE O  
**ŌTOROHANGA**  
DISTRICT COUNCIL

# Open Minutes

## ŌTOROHANGA COMMUNITY BOARD

1 September 2025

Open Minutes of an ordinary meeting of the Ōtorohanga Community Board held in Waikōwhitiwhiti (Council Chambers), Ōtorohanga District Council, 17 Maniapoto Street, Ōtorohanga on Monday, 1 September 2025 commencing at 4.00pm.

Tanya Winter, Chief Executive

10 September 2025

### **Ōtorohanga Community Board attendance**

Chairperson	Councillor Katrina Christison	Attended
Deputy Chairperson	Peter Coventry	Apology
Board Member	Kat Brown-Merrin	Apology
Board Member	Jo Butcher	Attended
Board Member	Councillor Steve Hughes	Attended
Board Member	Tori Muller	Apology

### **ŌDC senior staff in attendance**

Chief Executive	Tanya Winter	Apology
Group Manager Engineering and Assets	Mark Lewis	Attended



**Opening formalities****Ngā tikanga mihimihi**

Commencement of meeting	Te tīmatanga o te hui	5
Opening prayer/reflection/words of wisdom	Karakia/huitao/whakataukī	5
Apologies	Ngā hōnea	5
Public forum	Hui tūmatanui	5
Late items	Ngā take tōmuri	5
Declaration of conflict of interest	Te whakapuakanga pānga taharua	5
Confirmation of minutes	Te whakaū i ngā meneti	5

**Decision reports****Ngā pūrongo whakatau**

There were no reports.

**Information only reports****Ngā pūrongo mōhiohio anake**

There were no reports.

**Other business****Ētahi atu take**

Board Member updates		6
Board projects		6
Discretionary Fund		6
Resolution Register	Rēhita tatūnga	7

**Public excluded****Take matatapu**

There were no reports.

**Closing formalities****Ngā tikanga whakakapi**

Closing prayer/reflection/words of wisdom	Karakia/huritao/whakataukī	7
Meeting closure	Katinga o te hui	7

**Workshops****Hui awheawhe**

Signage Strategy	Open
Decorative streetlight policy	Open
Monthly discussion with staff	Open

These Open Minutes were prepared by Manager Governance, Kaia King and approved for distribution by Group Manager Engineering & Assets, Mark Lewis on 10 September 2025.

**Commencement of meeting****Te tīmatanga o te hui**

Chairperson Christison declared the meeting open at 4.00pm.

**Opening prayer/reflection/words of wisdom****Karakia/huitao/whakataukī**

Councillor Christison provided the following words of wisdom: *Let's remind ourselves that every item on the agenda links back to the people who call our district home. May our decisions be thoughtful, our disagreements respectful and our decisions made with the best interests of our community at heart.*

**Apologies****Ngā hōnea**

Resolved O111: That Ōtorohanga Community Board receive and accept the apologies from Deputy Chairperson Peter Coventry, and Board Members Kat Brown-Merrin and Tori Muller for non-attendance.

Board Member Butcher | Councillor Hughes

**Public forum****Hui tūmatanui**

There were no requests to speak.

**Late items****Ngā take tōmuri**

There were no late items.

**Declaration of conflict of interest****Te whakapuakanga pānga taharua**

There were no declarations made.

**Confirmation of Minutes****Te whakaū i ngā meneti**

Resolved O112: That Ōtorohanga Community Board confirm as a true and correct record of the meeting, the open Minutes of the meeting held on 04 August 2025 (document number 842810).

**Matters arising**

Board Member Butcher requested an addition to her Board Member update in the Minutes. “Board Member Butcher spoke on the community service work undertaken in Rotary Park and Bob Horsfall Reserve which was organised by Fiona Prescott from the Ōtorohanga Kai Forest Committee. “

**Decision reports****Ngā pūrongo whakatau**

There were no reports.

**Information only reports****Ngā pūrongo mōhiohio anake**

There were no reports.

**Board Member updates**

Chairperson Christison had attended Ōtorohanga District Council meetings and Elevate meetings in her role as the Council representative. She was involved in the career speed dating event at the Ōtorohanga College.

**Board projects****Project 4: Ōtorohanga dog park**

Board Member Butcher advised the working group had met and 7 stations had been mapped. Chairperson Christison thanked Board Member Butcher for leading this project.

**Discretionary Fund**

No funds were distributed.

**Resolution Register****Rēhita tatūnga**

The Register was not amended.

**Public excluded****Take matatapu**

There were no reports.

**Closing prayer/reflection/words of wisdom****Karakia/huritao/whakataukī**

Board Member Butcher provided the closing karakia.

**Meeting closure****Katinga o te hui**

Chairperson Christison declared the meeting closed at 4.10pm.

**Workshops****Open to the public to attend****Hui awheawhe****Signage Strategy**

4.20pm to 4.32pm

Presentation available upon request

Minor queries for clarification only.

**Kakamutu intersection**

4.34pm to 4.57pm

Presentation available upon request

Guidance provided on an amendment to the design to widen the footpath.

**Decorative streetlight policy**

4.58pm to 5.13pm

Presentation available upon request

Guidance provided on the use of a calendar of events. Information on the Policy is to be included in the next Community Facilities quarterly report to Ōtorohanga District Council.

**Antenno briefing**

5.14pm to 5.21pm

No presentation

A minor process error on one (1) service request saw a failure to respond to the complainant. The process has been confirmed with staff to ensure no further issues. Staff noted that if contact details are not provided with the complaint, no response would be provided. A request was made to re-publicise on ŌDC's Facebook page the use of Antenno to log service issues.

**Monthly discussion with staff**

There were no further discussions.

**His Worship the Mayor's verbal report****Te pūrongo ā-waha a te kahika**

His Worship will provide a verbal update at the meeting.

**Staff recommendation**

That Ōtorohanga District Council receive the verbal update from His Worship the Mayor, Max Baxter.

**Decision reports****Ngā pūrongo whakatau**

**DISCLAIMER:** The reports attached to this Open Agenda set out recommendations and suggested resolutions only. Those recommendations and suggested resolutions DO NOT represent Ōtorohanga District Council policy until such time as they might be adopted by formal resolution. This Open Agenda may be subject to amendment either by the addition or withdrawal of items contained therein.

**Item 282** Carryovers – 2024/25 to 2025/26

**To** Ōtorohanga District Council

**From** Brendan O’Callaghan, Manager Finance

**Type** **DECISION REPORT**

**Date** 30 September 2025



## 1. Purpose | Te kaupapa

- 1.1. To seek approval for project budgets to be carried over from the 2024/25 financial year to the 2025/26 financial year.

## 2. Executive summary | Whakarāpopoto matua

- 2.1. Staff recommend that some project budgets be carried over. Some of these budgets relate to work in progress at year end and others relate to projects that were not commenced.
- 2.2. The Kāwhia Community Board and the Ōtorohanga Community Board have both made a resolution to recommend to Ōtorohanga District Council (ODC) that their unspent discretionary fund budgets be carried over into the 2025/26 financial year.

## 3. Staff recommendation | Tūtohutanga a ngā kaimahi

That Ōtorohanga District Council approve the carrying over of \$3,219,338 to the 2025/26 financial year for the following projects:

IT Equipment intranet and HRIS - \$75,000	Library Scooter Covered area - \$17,000	Kāwhia Stormwater consent renewal - \$210,000
Ōtorohanga Stormwater consent renewal - \$200,000	Ōtorohanga Stormwater Domain Dr/Kakamutu Investigation - \$30,000	Tihiroa Rural Water Resource Consent Renewal - \$150,000
Ōtorohanga Water Mains Renewals - \$500,000	Ōtorohanga Refuse Feasibility Study - \$75,000	Ōtorohanga Wastewater Mains Renewals - \$500,000
Aotea Seawall Consent and Maintenance - \$200,000	Community Development Housing Review - \$28,000	Arohena Rural Water Pump Renewals - \$15,000
Library Building Renewals - \$27,000	Ōtorohanga Parks and Reserves Sundry Improvements - \$23,000	Ōtorohanga Parks and Reserves Lake Huiputea Improvements - \$27,000



Organisational Development - \$160,309	Roading Road Safety - \$75,440	Ōtorohanga Wastewater Development Sundry - \$24,103
Ōtorohanga Wastewater Sundry MEICA - \$40,000	Swimming Pools Sundry Renewals - \$20,000	Swimming Pools Changing Room upgrade - \$50,000
Swimming Pools Toddler Pool Renewals - \$30,000	Council Offices Solar Panel Installation - \$300,000	Ōtorohanga Stormwater Catchment Improvements - \$10,000
Housing External Painting - \$15,000	Housing Healthy Homes Compliance - \$30,000	Housing Reroofing - \$8,000
Housing Refurbishment of Units - \$26,000	Tihiroa Rural Water Pump Renewals - \$70,000	Ōtorohanga Flood Protection Land Improvements - \$10,000
District Property Menzshed Improvements - \$25,000	District Property Pound Improvements - \$38,000	Kawhia Water Sundry Renewals - \$25,000
Town Concept Plans - \$126,073	IT Equipment Hardware & Software - \$54,312	Ōtorohanga Board Discretionary Fund - \$4,039
Kāwhia Board Discretionary Fund - \$963		

## 4. Considerations | Ngā whai whakaarotanga

### Significance and engagement

- 4.1. The projects in this report are considered to be of low significance and thus have a low need for engagement. This is because the projects have previously been consulted on as part of the Long Term Plan/ Annual Plan process.

### Impacts on Maori

- 4.2. As these are budgets for existing projects, the impacts on Māori would have been considered as part of the original budgeting process.

### Risk analysis

- 4.3. Given that these projects have previously been provided for in budgets, there is a minimal risk associated with the carry-over of those budgets. There is a risk around ability to undertake or complete these projects if the carryovers aren't approved.

### Policy and plans

- 4.4. These projects fit within various ŌDC plans, including the Long Term Plan 2024-34 and various Asset Management Plans.

### Legal

- 4.5. There are no legal issues related to this report.

## Financial

- 4.6. As these projects have previously been provided for, and the report is only carrying that budget over to complete the projects, there are no other financial considerations. In the event the carryovers were not approved, there may be financial implications with regard to contracts etc that may already be signed.

## 5. Discussion | He kōrerorero

- 5.1. Every year ŌDC sets the budgets as part of the Annual Plan or Long Term Plan process. Included in these budgets is capital projects that ŌDC is planning to undertake during that year.
- 5.2. Some projects are not able to be completed within the year they are budgeted for, for a number of reasons. As these projects have been commenced but not completed by year end, they are carried over as work in progress in the accounting system. As such, the costs are carried over into the following year. This first group of projects represent those where the budget will need to be carried over to cover those costs.
- 5.3. A large number of these projects are intended to be multi-year projects, and so the carryover of the unspent budget is reasonable for these projects.

Item #	Project	2024/25 Budget	Amount of WIP	Budget to Carry Over	Funding Source	Reason for Carryover
1	IT Equipment – Intranet Development and HRIS system	136,064	15,388	75,000	Depreciation cash reserves	Cover Intranet development and HRIS system, work still on-going at year end
2	Library Building – Scooter Covered Area	20,000	2,450	17,000	Depreciation cash reserves	Final touches to be done including painting
3	Kāwhia Stormwater – Resource Consent Renewal	210,000	119,982	210,000	Internal Loans and Depreciation cash reserves	Consent renewal ongoing
4	Ōtorohanga Stormwater – Resource Consent Renewal	200,000	199,259	200,000	Internal Loans and Depreciation cash reserves	Consent renewal ongoing
5	Ōtorohanga Stormwater – Domain Dr/Kakamutu Investigation	30,000	2,380	30,000	Depreciation cash reserves	Work ongoing
6	Tihiroa Rural Water – Resource Consent Renewal	150,000	65,877	150,000	Internal loans	Consent renewal ongoing

Item #	Project	2024/25 Budget	Amount of WIP	Budget to Carry Over	Funding Source	Reason for Carryover
7	Ōtorohanga Water – Mains Renewals	500,000	11,348	500,000	Internal loans	Initial work done, construction work to commence
8	Ōtorohanga Refuse – Feasibility Study	75,000	1,696	75,000	Internal loans and Depreciation cash reserves	Feasibility study still ongoing
9	Ōtorohanga Wastewater – Mains Renewals	500,000	5,670	500,000	Internal loans	Initial work done, construction work to commence
10	Aotea Seawall Consent and Maintenance	200,000	96,148	200,000	Internal loans	Consent renewal work ongoing
<b>TOTALS</b>		<b>2,021,064</b>	<b>520,198</b>	<b>1,957,000</b>		

- 5.4. There are also some projects where a budget has been provided but the project has not been started, or the full budget has not been spent but the remainder could be used for other projects. These items are in the table below.

	Budget Item	2024/25 Budget	2024/25 Spending	Budget to Carry over	Funding Source	Reason for Carryover
11	Community Development – Housing Review	40,000	12,000	28,000	District Rates	Review commenced but not completed by year end
12	Arohena Rural Water – Pump Renewals	30,000	5,811	15,000	Water charges from scheme users	Huirimu pumps need works, power supplies require upgrade. Work not commenced before year end.
13	Library Building – Building Renewals	30,000	2,625	27,000	Depreciation cash reserves	To cover painting of the building, as work not commenced prior to year end.
14	Ōtorohanga Parks and Reserves -Sundry Reserve Improvements	30,000	6,862	23,000	Depreciation cash reserves	To cover Rewarewa School removal costs, which is an unbudgeted item

	Budget Item	2024/25 Budget	2024/25 Spending	Budget to Carry over	Funding Source	Reason for Carryover
15	Ōtorohanga Parks and Reserves - Lake Huiputea Improvements	30,000	2,793	27,000	Depreciation cash reserves	Plans delayed awaiting adoption of the Reserves Management Plan
16	Organisational Development	184,539	24,230	160,309	District Rates Balance – previously fully funded	Not fully spent
17	Roading – Road Safety	250,000	88,872	75,440	Rates	Subsidy automatically carried forward by NZTA, aligns budget with NZTA subsidy
18	Ōtorohanga Wastewater – Development Sundry	50,000	25,897	24,103	Depreciation cash reserves	Museum wastewater project, which is an unbudgeted item
19	Ōtorohanga Wastewater – Sundry MEICA	213,501	35,213	40,000	Depreciation cash reserves	Track Rehabilitation around Wastewater plant, work not commenced prior to year end
20	Swimming Pools – Sundry Renewals	65,000	38,511	20,000	Depreciation cash reserves	Work required from condition assessment which was recently completed
21	Swimming Pools – Changing Room Upgrade	50,000	0	50,000	Depreciation cash reserves	Adjusted scope due to initial quotes being higher than expected
22	Swimming Pools – Toddler Pool Renewals	30,000	0	30,000	Depreciation cash reserves	Additional remedial works on indoor pool from condition assessment work
23	Council Offices – Solar Panel Installation	300,000	0	300,000	Internal loan	Solar panels for office building

	Budget Item	2024/25 Budget	2024/25 Spending	Budget to Carry over	Funding Source	Reason for Carryover
						and library – was on hold due to potential agreement with TLC
24	Ōtorohanga Stormwater – Catchment Improvements	10,000	0	10,000	Depreciation cash reserves	Earthworks ongoing
25	Housing – External Painting	15,000	0	15,000	Rental charges from residents	Work can commence now condition assessment is completed
26	Housing – Healthy Homes	30,000	0	30,000	Rental charges from residents	Continue to meet compliance requirements
27	Housing – Reroofing	8,000	0	8,000	Rental charges from residents	Areas of work identified
28	Housing – Refurbishment of Units	50,000	23,613	26,000	Rental charges from residents	Areas of work identified
29	Tihiroa Rural Water – Pump Renewals	70,000	0	70,000	Water charges from scheme users	Pump motor and spare renewal, work only identified at year end
30	Ōtorohanga Flood Protection – Land Improvements	10,000	0	10,000	Depreciation cash reserves	Work on areas to be mowed not commenced prior to year end
31	District Property – Menzshed Improvements	25,000	0	25,000	Depreciation cash reserves	Delayed due to competing priorities
32	District Property – Pound Improvements	38,000	0	38,000	Depreciation cash reserves	Confirmation of work required now completed
33	Kāwhia Water Supply - Sundry Renewals	57,000	7,663	25,000	Depreciation cash reserves	T2 to T3 transition of plant, scope of work now identified

	Budget Item	2024/25 Budget	2024/25 Spending	Budget to Carry over	Funding Source	Reason for Carryover
34	Town Concept Plans	600,000	473,927	126,073	Internal loans	Carried over for projects identified in TCPs
35	IT Equipment – Hardware & Software	166,808	112,496	54,312	Depreciation cash reserves	Cover replacements in the current year as well as sundry infringements module, which is a new requirement for lodging MOJ infringements
36	Ōtorohanga Board – Discretionary Fund	5,000	961	4,039	Rates	Agreed by board to carry over for next year
37	Kāwhia Board – Discretionary Fund	5,000	4,037	963	Rates	Agreed by board to carry over for next year
<b>TOTALS</b>		<b>2,392,848</b>	<b>864,881</b>	<b>1,262,338</b>		

- 5.5. A comparison of the amount of carry overs to the previous three financial years was undertaken, to provide further context to the extent of carry overs. This is presented in the table below.

Year	Total Capital Budget (including PY carryover)	Budget Carried Over	Percentage of Total Capital	Percentage of Carry Over related to WIP projects
2021/22 – 2022/23	\$13,374,074	\$3,387,391	25.3%	81.9%
2022/23 – 2023/24	\$20,046,922	\$10,249,087	51.1%	78.3%
2023/24 – 2024/25	\$17,386,354	\$5,565,222	32.0%	83.0%
2024/25 – 2025/26	\$16,548,751	\$3,219,338	19.5%	60.8%

- 5.6. As can be seen above, the percentage of total capital that the current year carry overs represents has decreased from the prior year. The amount of carry over that specifically relates to projects that were in progress at year end is down on the last three years.

**Option 1: Approve the carry overs as listed**

- 5.7. This would mean that all the budgets as listed above would be carried over to either cover the costs of the work in progress carried over, or to be made available for other projects.

**Option 2: Approve some carry overs**

- 5.8. ŌDC may decide to carry over budget for some projects but not others. The effect of this would be that the projects where the budget is not carried over would not be able to be undertaken during the

current year, and if there is a need for them, they would either need a report brought to ŌDC or to be included in a future Annual Plan or Long Term Plan.

**Option 3: Don't approve the carry overs**

- 5.9. If ŌDC decides not to approve any carry overs, it will mean any expenditure carried over as work in progress would have to be funded from the current year existing budgets. This could mean that for some activities the capital budget for the year could be completely used by works commenced last year, resulting in potential overspending if current year projects are still required to be completed.

**Recommended option and rationale**

- 5.10. The recommendation is to approve the carryovers as listed in the staff recommendation. Given that the work in progress projects were identified as part of the Long Term Plan and/or Annual Plan and have therefore been factored into funding calculations for that period, and that the projects were commenced and on-going at year end, carrying over the budgets for these projects make sense.
- 5.11. For those budget carry overs that do not apply to a specific project, or where the project was not commenced prior to year end, these budgets are being carried over as they are being targeted to a specific project in the current financial year.

**Item 283** Outdoor fitness station relocation to Mair Street

**To** Ōtorohanga District Council

**From** Jared le Fleming, Manager Community Facilities

**Type** **DECISION REPORT**

**Date** 30 September 2025



## 1. Purpose | Te kaupapa

1.1. To approve the relocation of the planned outdoor fitness station from Waipā Esplanade to Mair Street.

## 2. Executive summary | Whakarāpopoto matua

2.1. On 26 November 2024, Ōtorohanga District Council (ŌDC) passed a resolution to:

- a) Approve the recommendation from the Ōtorohanga Community Board (ŌCB) to grant approval for construction of the fitness station on Waipā Esplanade.
- b) Approve the recommendation from ŌCB to increase funding of an additional \$2,500 per year to the Ōtorohanga Parks and Reserves operating budget to maintain these additional assets.
- c) Approve the recommendation from ŌCB for the addition of the fitness station to the ŌDC asset register and included in the annual depreciation calculations, currently estimated at \$2,500 per annum.

2.2. The full report from November 2024 is available on our website.

2.3. Due to flooding issues at the original site, a new location is now proposed on Mair Street, which offers better elevation and is still accessible. Appendix 1 shows the proposed location. The proposed location has been discussed with ŌCB who support the relocation.

2.4. The equipment will be installed on ŌDC-owned land at Mair Street, with the same configuration and layout as previously planned. This land is owned by ŌDC, and its status is Esplanade Reserve.

2.5. Maintenance and depreciation costs remain unchanged and do not require further ŌDC approval.

2.6. Changing the location of the fitness station will have no impact on the construction costs.

## 3. Staff recommendation | Tūtohutanga a ngā kaimahi

That Ōtorohanga District Council approves the relocation and construction of the fitness station at the Mair Street location as shown in Appendix 1.



## 4. Context | Horopaki

- 4.1. Following recent weather events, it was found the current location for the fitness equipment was no longer suitable as the flood waters would inundate the area submerging the base of the equipment.
- 4.2. This would cause the base mulch to fill up with silt and would need to be removed and topped up each time there was a major flood.
- 4.3. The proposed Mair Street location still offers accessibility and access to the stop bank walkway. The section is flat and not currently utilised.
- 4.4. Ōtorohanga Community Board support the proposal to move the fitness station. The Board also supports the recommended Mair Street location.

## 5. Considerations | Ngā whai whakaarotanga

### Significance and engagement

- 5.1. This is low value and low significance therefore public consultation is not required.

### Impacts on Māori

- 5.2. The new location will still have a positive impact and remains accessible.

### Risk analysis

- 5.3. This is low risk and relocating mitigates flooding issues.

### Policy and plans

- 5.4. Moving location aligns with ŌDC's policies and the Reserve Management Plan.

### Legal

- 5.5. The Mair Street location is ŌDC-owned land and suitable for recreational infrastructure. The land status is Esplanade Reserve (Esplanade Reserve New Zealand Gazette 1994 p 2539).

### Financial

- 5.6. The new location would have no financial implications from the original costs. This includes construction costs and ongoing operational costs.

## 6. Discussion | He kōrerorero

### Option 1: Proceed with the original location

- 6.1. This option could increase operational costs as this area has flooded twice lately. Flooding will cause silt to build up in the equipment area and need to be removed and new mulch added.

### Option 2: Move the fitness equipment to the Mair Street location

- 6.2. This area is accessible to both walking and vehicle traffic.
- 6.3. The location is adjacent to the stop bank pathway.

6.4. This area is clear and not currently utilised.

**Recommended option and rationale**

6.5. Option 2, Move the fitness equipment to Mair Street is recommended, as this area is not flood prone but still accessible.

## 7. Appendices | Ngā āpitihanga

Number	Title	Document number
1	Map showing the planned site on Mair Street	N/A

**Map showing the planned site on Mair Street**



**Item 284** Application for Temporary Road Closure – Elevate Ōtorohanga Christmas Parade 2025

**To** Ōtorohanga District Council

**From** Paul Strange, Roding Manager

**Type** **DECISION REPORT**

**Date** 30 September 2025



## 1. Purpose | Te kaupapa

- 1.1. To consider an application for road closures within the Ōtorohanga District to enable Elevate Ōtorohanga to hold the annual Christmas Parade.

## 2. Executive summary | Whakarāpopoto matua

- 2.1. An application has been received from Elevate Ōtorohanga (Ōtorohanga District Development Board) for road closures within the Ōtorohanga Township on 6 December 2025 from 5pm – 8pm.
- 2.2. Elevate Ōtorohanga are in the process of obtaining consents from business of the affected areas, indicating agreement for the road closures.
- 2.3. The proposed event was advertised on 28 August and 4 September, and no objections were received. Objections closed on 12 September.
- 2.4. This event is important to our small town; it is a display of community engagement and celebration for the benefit and enjoyment of children and families of our District-wide community, as well as the economic returns for our local retail and hospitality businesses.

## 3. Staff recommendation | Tūtohutanga a ngā kaimahi

That the Ōtorohanga District Council:

- a) Approve the Temporary Road Closure, in accordance with Sections 319(h) and 342, and Section 11 of Schedule 10 of the Local Government Act 1974, Maniapoto Street, (from Te Kanawa Street to Ranfurly Street) Tūrongo Street, (from Kakamutu Road to Balance Street), Pine Street, Wahanui Crescent, Whittington Lane, Cowley Lane and Ranfurly Street, on Friday 6th December 2025 from 5pm – 8pm.
- b) Authorise public notification of the approved road closure before the event, as required by the Local Government Act 1974.

## 4. Context | Horopaki

4.1. This event is an annual event and provides an opportunity to attract interest in the district.

4.2. If approved, the application process includes the following conditions are met:

- Public notice advertisements are to be published in the King Country News, ŌDC's website and Facebook page.
- Applicant is responsible for obtaining public liability insurance, (and paying the cost thereof), to a minimum value of \$2,000,000.
- Applicant is to liaise and provide evidence of liaison with all operators and businesses that may be affected by the road closures. A subsequent mail-drop is to be completed no later than ten full days before the proposed closures.
- Applicant is solely responsible for submitting the appropriate Traffic Management Plan for approval, for signposting and policing of the roads to be closed, to ensure that only vehicles connected with the event have access to the road closure areas. This includes arranging the delivery, erection and staffing of all road closure barriers, and the removal thereof, after closures.
- All gates and entranceways are to be taped, and to ensure its removal thereafter.
- Signs advising of the road closures are to be erected at the start and end of the closed portions of the roads and on each intersecting road two weeks prior to the road closure. All signs are to be removed immediately after the closure.
- Emergency Services have right of passage at all times during closure.
- Applicant to liaise with all necessary emergency services.
- Applicant to liaise with all bus companies to ensure they have alternative access to bus stops.

## 5. Considerations | Ngā whai whakaarotanga

### Significance and engagement

5.1. Roothing is defined as a significant activity. However, as this is a discretionary activity with a low cost and impact is assessed as not significant.

5.2. If approved this event will be publicly advertised.

5.3. Individual properties affected will be mail dropped 10 days before the event.

### Impacts on Maori

5.4. Staff consider the matters set out in this report do not have a direct impact on cultural wellbeing, sites of significance or waterways.

### Risk analysis

5.5. The applicant has applied for this road closure pursuant to the Tenth Schedule of the Local Government Act 1974. It raises no significant risks for ŌDC.

## Policy and plans

- 5.6. Staff confirm that the recommendation in this report complies with ŌDC's Policies and Plans.

## Legal

- 5.7. The road closure is being dealt with under the provisions of the Tenth Schedule of the Local Government Act 1974 for this event.

## Financial

- 5.8. This is no cost to ŌDC except through any grant application, and closure advertising.

## 6. Discussion | He kōrerorero

### Option 1: Approve the temporary road closure

- 6.1. This is a community event held in the district which provides entertainment and promotes the district. Participants and spectators will visit the district and spend money with local businesses.
- 6.2. The location of the event is central in Ōtorohanga Town. It will attract visitors.

### Option 2: Decline the temporary road closure

- 6.3. The opportunity to provide entertainment and district promotion would be lost along with associated increased spending within the district.

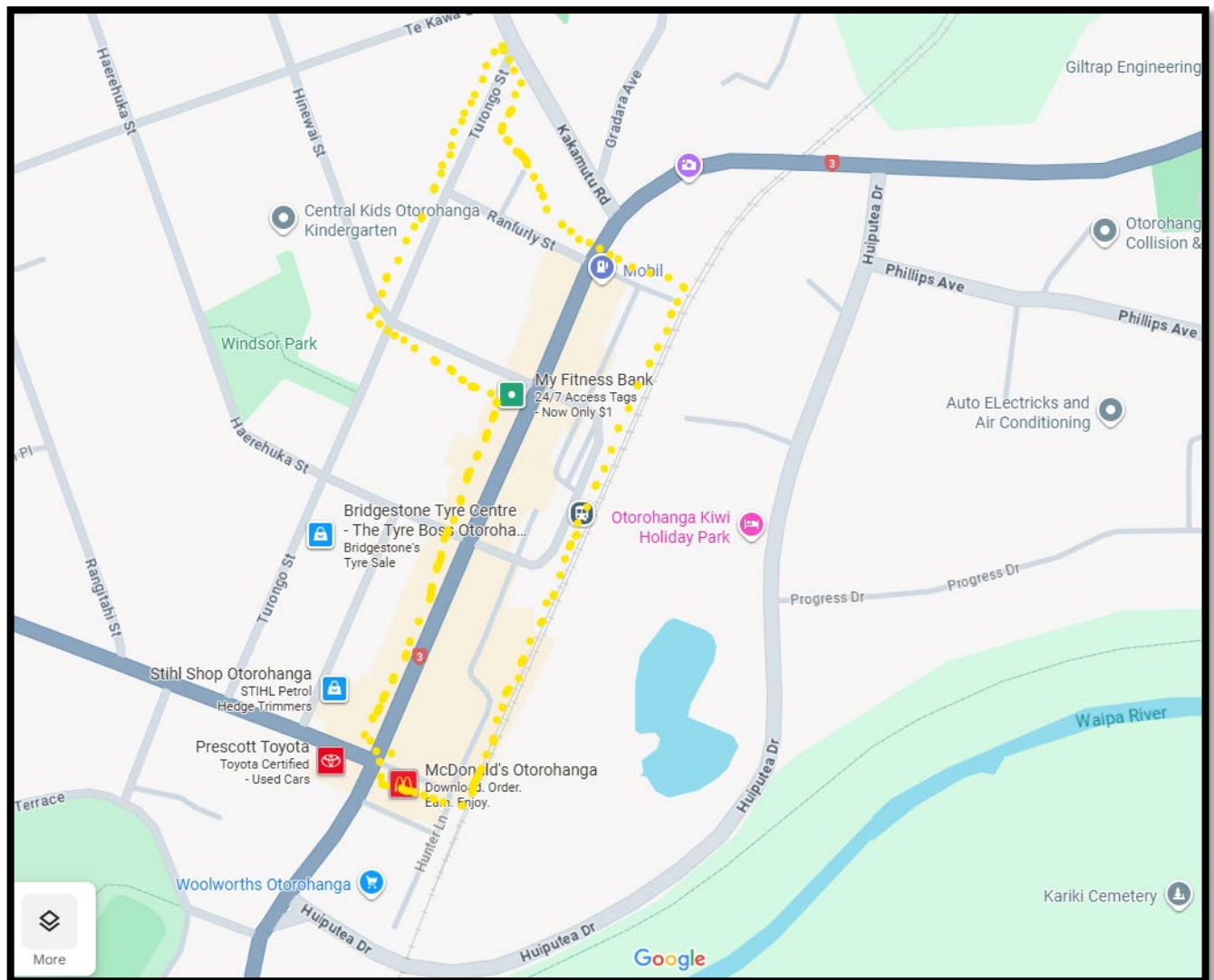
### Recommended option and rationale

The preferred option is that ŌDC grant approval. The reason for this is because the benefits outweigh the negatives.

## 7. Appendices | Ngā āpitihanga

Number	Title
1	Map of affected area

## Map of affected areas





**Item 285** Application for Temporary Road Closure – Kāwhia Rowing Regatta Club  
116th Annual New Years Regatta

**To** Ōtorohanga District Council

**From** Paul Strange, Manager Rooding

**Type** **DECISION REPORT**

**Date** 30 September 2025



## 1. Purpose | Te kaupapa

- 1.1. To consider an application for road closures within the Kāwhia area to enable the Kāwhia Rowing Regatta Club 116<sup>th</sup> Annual New Years Regatta.

## 2. Executive summary | Whakarāpopoto matua

- 2.1. An application has been received from Kāwhia Rowing Regatta club for road closure on Jervois Street from the intersection of Tainui Street and Omimiti Street, Kāwhia on Wednesday 1 January 2026 from 6am - 5pm.
- 2.2. Kāwhia Rowing Regatta Club are in the process of obtaining consents from residents of the affected areas, indicating agreement for the road closures.
- 2.3. The proposed event was advertised on 28 August and 4 September, and no objections were received. Objections closed on 12 September.
- 2.4. The event is planned for one day only. This event generates local interest and provides additional income to the community.

## 3. Staff recommendation | Tūtohutanga a ngā kaimahi

That the Ōtorohanga District Council:

- a Approve the Temporary Road Closure for the Kawhia Regatta, in accordance with Sections 319(h) and 342, and Section 11 of Schedule 10 of the Local Government Act 1974, of **Jervois Street** from the intersection of Tainui Street and **Omimiti Street, Kāwhia** on **Wednesday 1<sup>st</sup> January 2026 from 6am – 5pm.**
- b Authorise public notification of the approved road closure before the event, as required by the Local Government Act 1974.

## 4. Context | Horopaki

4.1. This event is an annual event and provides an opportunity to attract interest in the district.

4.2. If approved, the application process includes the following conditions are met:

- Public notice advertisements are to be published in the King Country News, ŌDC's website and Facebook page.
- Applicant is responsible for obtaining public liability insurance, (and paying the cost thereof), to a minimum value of \$2,000,000.
- Applicant is to liaise and provide evidence of liaison with all operators and businesses that may be affected by the road closures. A subsequent mail-drop is to be completed no later than ten full days before the proposed closures.
- Applicant is solely responsible for submitting the appropriate Traffic Management Plan for approval, for signposting and policing of the roads to be closed, to ensure that only vehicles connected with the event have access to the road closure areas. This includes arranging the delivery, erection and staffing of all road closure barriers, and the removal thereof, after closures.
- All gates and entranceways are to be taped, and to ensure its removal thereafter.
- Signs advising of the road closures are to be erected at the start and end of the closed portions of the roads and on each intersecting road two weeks prior to the road closure. All signs are to be removed immediately after the closure.
- Emergency Services have right of passage at all times during closure.

## 5. Considerations | Ngā whai whakaarotanga

### Significance and engagement

5.1. Roothing is defined as a significant activity. However, as this is a discretionary activity with a low cost and impact is assessed as not significant.

5.2. If approved this event will be publicly advertised.

5.3. Individual properties affected will be mail dropped 10 days before the event.

### Impacts on Māori

5.4. Staff consider the matters set out in this report do not have a direct impact on cultural wellbeing, sites of significance or waterways.

### Risk analysis

5.5. The applicant has applied for this road closure pursuant to the Tenth Schedule of the Local Government Act 1974. It raises no significant risks for ŌDC.

### Policy and plans

5.6. Staff confirm that the recommendation in this report complies with ŌDC's Policies and Plans.



### Legal

- 5.7. The road closure is being dealt with under the provisions of the Tenth Schedule of the Local Government Act 1974 for this event.

### Financial

- 5.8. This is no cost to ŌDC except through any grant application, and closure advertising.

## 6. Discussion | He kōrerorero

### Option 1: Approve the temporary road closure

- 6.1. This is a community event held in the district which provides entertainment and promotes the district. Participants and spectators will visit the district and spend money with local businesses.
- 6.2. The location of the event is central in Kāwhia. It will attract visitors.

### Option 2: Decline the temporary road closure

- 6.3. The opportunity to provide entertainment and district promotion would be lost along with associated increased spending within the district.

### Recommended option and rationale

The preferred option is that ŌDC grant approval. The reason for this is because the benefits outweigh the negatives.

## 7. Appendices | Ngā āpitihanga

Number	Title
1	Map of affected area

## Map of affected areas



**Item 286** Application for Temporary Road Closure – Kāwhia Kai Festival

**To** Ōtorohanga District Council

**From** Paul Strange, Manager Roading

**Type** **DECISION REPORT**

**Date** 30 September 2025



## 1. Purpose | Te kaupapa

- 1.1. To consider an application for road closures within the Kāwhia area to enable the Kāwhia Kai Festival 2026.

## 2. Executive summary | Whakarāpopoto matua

- 2.1. An application has been received from Kāwhia Kai Festival for a road closure on Jervois Street from the intersection of Tainui Street and Omimiti Street, Kāwhia on Saturday 7 February 2026 from 6am - 6pm.
- 2.2. Kāwhia Kai Festival are in the process of obtaining consents from residents of the affected areas, indicating agreement for the road closures.
- 2.3. The proposed event was advertised on 28 August and 4 September, and no objections were received. Objections closed on 12 September.
- 2.4. The event is planned for one day only. This generates local interest and provides additional income to the community.

## 3. Staff recommendation | Tūtohutanga a ngā kaimahi

That the Ōtorohanga District Council:

- a Approve the Temporary Road Closure for the Kawhia Kai Festival, in accordance with Sections 319(h) and 342, and Section 11 of Schedule 10 of the Local Government Act 1974, of **Jervois Street** from the intersection of **Tainui Street** and **Omimiti Street, Kāwhia** on Saturday 7 February 2026 from 6am to 6pm.
- b Authorise public notification of the approved road closure before the event, as required by the Local Government Act 1974.

## 4. Context | Horopaki

- 4.1. This event is an annual event and provides an opportunity to attract interest in the district.
- 4.2. If approved, the application process includes the following conditions are met:

- Public notice advertisements are to be published in the King Country News, ŌDC's website and Facebook page.
- Applicant is responsible for obtaining public liability insurance, (and paying the cost thereof), to a minimum value of \$2,000,000.
- Applicant is to liaise and provide evidence of liaison with all operators and businesses that may be affected by the road closures. A subsequent mail-drop is to be completed no later than ten full days before the proposed closures.
- Applicant is solely responsible for submitting the appropriate Traffic Management Plan for approval, for signposting and policing of the roads to be closed, to ensure that only vehicles connected with the event have access to the road closure areas. This includes arranging the delivery, erection and staffing of all road closure barriers, and the removal thereof, after closures.
- All gates and entranceways are to be taped, and to ensure its removal thereafter.
- Signs advising of the road closures are to be erected at the start and end of the closed portions of the roads and on each intersecting road two weeks prior to the road closure. All signs are to be removed immediately after the closure.
- Emergency Services have right of passage at all times during closure.

## 5. Considerations | Ngā whai whakaarotanga

### Significance and engagement

- 5.1. Roothing is defined as a significant activity. However, as this is a discretionary activity with a low cost and impact is assessed as not significant.
- 5.2. If approved this event will be publicly advertised.
- 5.3. Individual properties affected will be mail dropped 10 days before the event.

### Impacts on Māori

- 5.4. Staff consider the matters set out in this report do not have a direct impact on cultural wellbeing, sites of significance or waterways.

### Risk analysis

- 5.5. The applicant has applied for this road closure pursuant to the Tenth Schedule of the Local Government Act 1974. It raises no significant risks for ŌDC.

### Policy and plans

- 5.6. Staff confirm that the recommendation in this report complies with ŌDC's Policies and Plans.

### Legal

- 5.7. The road closure is being dealt with under the provisions of the Tenth Schedule of the Local Government Act 1974 for this event.

## Financial

5.8. This is no cost to ŌDC.

## 6. Discussion | He kōrerorero

### Option 1: Approve the temporary road closure

6.1. This is a community event held in the district which provides entertainment and promotes the district. Participants and spectators will visit the district and spend money with local businesses.

6.2. The location of the event is central in Kāwhia. It will attract visitors.

### Option 2: Decline the temporary road closure

6.3. The opportunity to provide entertainment and district promotion would be lost along with associated increased spending within the district.

### Recommended option and rationale

The preferred option is that ŌDC grant approval. The reason for this is because the benefits outweigh the negatives.

## 7. Appendices | Ngā āpitihanga

Number	Title	Document number
1	Map of affected area	



## Map of affected areas



**Item 287** Te Nehenehenui Joint Management Agreement & Schedules

**To** Ōtorohanga District Council

**From** Cassidy Temese, Kaitakawaenga – Iwi Relations Advisor

**Type** **DECISION REPORT**

**Date** 30 September 2025



## 1. Purpose | Te kaupapa

- 1.1. The purpose of this report is to present the Te Nehenehenui Joint Management Agreement and Schedules for adoption.

## 2. Executive summary | Whakarāpopoto matua

- 2.1. The Joint Management Agreement (JMA) between Te Nehenehenui (TNN) and Ōtorohanga, Waikato, Waipā, Waitomo District Councils and Waikato Regional Council was signed on 4 December 2023. The JMA (Appendix 1) gives effect to relevant obligations under both the Maniapoto Claims Settlement Act 2022 and Ngā Wai o Maniapoto (Waipā River) Act 2012.
- 2.2. Under the JMA, the following schedules were to be developed within 12 months of signing:
  - Maniapoto Engagement Strategy
  - Sites of Significance
  - Transfer of Powers
  - RMA Planning Processes
  - RMA Monitoring and Enforcement
  - RMA Resource Consent Processes
  - Local Government Act Processes
  - Other Statutory Frameworks
  - Resourcing and Capacity Building
- 2.3. All schedules have been drafted, except for the Engagement Strategy which Te Nehenehenui has chosen to develop independently at a later date.
- 2.4. Ōtorohanga District Council (ŌDC) approved the draft schedules at the ŌDC meeting in May 2025.
- 2.5. Waikato, Waipā and Waitomo District Councils also formally approved the inclusion of the drafted schedules respectively. These schedules have since been approved by the Joint Management Committee on 9 September 2025.

2.6. The JMA and schedules now return to ŌDC for final adoption.

### 3. Staff recommendation | Tūtohutanga a ngā kaimahi

That Ōtorohanga District Council adopt the Te Nehenehenui Joint Management Agreement and Schedules as presented in Appendix 1 of the staff report.

### 4. Context | Horopaki

4.1. On 11 December 2024, the initial draft schedules were presented to the Joint Management Committee. Since that time, further work has been conducted in developing the schedules, including:

- All partner councils have completed comprehensive reviews of the draft schedules, drawing on input from subject matter experts, to ensure the schedules are practical and clear.
- Te Nehenehenui has opted to remove the Engagement Strategy from the JMA and develop it independently at a later stage. Once completed, it will be submitted to the councils for approval and inclusion.
- The JMA has been amended to clarify that its scope applies only within the regional or district boundaries of each respective council. This includes the introductory section of the JMA that now acknowledges the development of schedules.

4.2. The final version of the JMA and schedules is attached as approved by the Joint Management Committee (Appendix 1).

4.3. The key content of the schedules is summarised as follows:

- Schedule Two (Sites of Significance): This schedule outlines a collaborative process for identifying and protecting sites of significance to Te Nehenehenui. It provides for Te Nehenehenui and each partner council to work together to develop a strategy within their respective boundaries. The strategy will be supported by a jointly agreed implementation plan and timeline, including protection measures and processes for incorporating sites into regional and district plans.
- Schedule Three (Transfer of Powers): This schedule outlines the framework for councils to explore opportunities to transfer powers to Te Nehenehenui. While no immediate powers have been identified for transfer, this schedule imposes a duty to review potential opportunities. It ensures that the transfer process is mutually agreed to, robust, transparent, and supportive of Te Nehenehenui aspirations.
- Schedule Four (RMA Planning Processes): This schedule requires a Joint Working Party (JWP) to convene before councils undertake the preparation, review, change, or variation of Resource Management Act 1991 (RMA) planning documents. The JWP is tasked with ensuring Te Nehenehenui is involved at the earliest stages of planning. The delegation of matters to the Joint Working Party (JWP) may have resourcing implications, which will be considered on a case-by-case basis at the time decisions are made.



- Schedule Five (RMA Monitoring and Enforcement Processes): This schedule outlines the collaborative process for setting state of the environment (SOE) monitoring priorities, providing opportunities for Te Nehenehenui to participate in SOE monitoring, and addressing enforcement responsibilities under the RMA.
- Schedule Six (RMA Resource Consent Processes): This schedule emphasises a flexible approach to pre-application engagement, determining the need for cultural impact assessments on a case-by-case basis, and ensuring early engagement with Te Nehenehenui when the council applies for resource consents.
- Schedule Seven (Local Government Act Processes): This schedule highlights that all activities under the Local Government Act 2002 (LGA) may be relevant to Te Nehenehenui and requires Council to engage with Te Nehenehenui as early as practicable on these matters.
- Schedule Eight (Other Statutory Processes): This schedule requires councils to engage early with Te Nehenehenui on non-statutory activities. Councils and Te Nehenehenui must also develop an annual work programme.
- Schedule Nine (Resourcing and Capacity Building): This schedule focuses on enhancing the capacity of Te Nehenehenui to engage in decision-making under the LGA. It requires annual discussions on resourcing, covering things like funding opportunities, internships, and joint training programmes.

4.4. The Joint Management Committee approved the schedules on 9 September 2025 without further modification.

## 5. Considerations | Ngā whai whakaarotanga

### Significance and engagement

- 5.1. This decision is assessed as not significant under ŌDC's Significance and Engagement Policy as the JMA and schedules have already been signed and adopted by Council as required by settlement legislation.
- 5.2. Implementation of the JMA will follow processes outlined within the schedules and in line with respective council decision making processes. Māori, community and stakeholder views will be sought and considered as appropriate.

### Impacts on Maori

- 5.3. The JMA works toward upholding and honouring ŌDC's obligations to Te Nehenehenui and descendants of Maniapoto under Te Tiriti o Waitangi and pursuant to the Maniapoto Claims Settlement Act 2022 and Ngā Wai o Maniapoto (Waipā River) Act 2012.
- 5.4. This agreement provides a foundation that ŌDC may build upon in partnership with Te Nehenehenui toward honouring obligations under the relevant legislation for the enhanced wellbeing of our communities and the environment.
- 5.5. The aspirations of the JMA may provide wider benefits that support enhanced processes and approaches to engaging with Māori, communities and stakeholders.

### **Risk analysis**

- 5.6. The JMA and Schedules provide a co-governance framework for ŌDC and council partners to engage with Te Nehenehenui. This works to mitigate reputational risk by enhancing relations and providing processes for meaningful engagement and decision making that are grounded in shared values.
- 5.7. Any amendments to the JMA or Schedules would require further review and consensus amongst Te Nehenehenui and all other councils party to the agreement. An example of this is updating the schedules following the RMA reform process which is currently underway. Updates will be undertaken in accordance with due process to mitigate any risk around JMA partnership and statutory obligations.
- 5.8. There would be significant reputational and legal risk in not adopting the schedules.

### **Policy and plans**

- 5.9. The JMA and Schedules are consistent with ŌDC's Long Term Plan 2024-2034 and progresses ŌDC's commitment to building and maintaining genuine and meaningful relationships with Te Nehenehenui and their tribal members.

### **Legal**

- 5.10. The Te Nehenehenui Joint Management Agreement is subject to section 135 of the Maniapoto Claims Settlement Act 2022 and section 17 of the Ngā Wai o Maniapoto (Waipā River) Act 2012. Work programmes will be considered in accordance with relevant processes as outlined in the JMA, schedules and ŌDC's policies and plans.

### **Financial**

- 5.11. Implementation and any associated financial considerations that arise from the JMA and Schedules will be progressed between the respective parties.
- 5.12. Examples of financial considerations may include cultural training, secondment opportunities (between parties) or environmental projects. Any implementation having financial impacts will follow the usual processes around budgeting and any significant unbudgeted costs will be reported back.

## **6. Discussion | He kōrerorero**

- 6.1. The JMA and Schedules are now at a point where the council partners can look toward implementation.
- 6.2. The following options have been prepared for consideration:

### **Option 1: Adopt the Joint Management Agreement and Schedules**

- 6.3. Adoption of the Te Nehenehenui Joint Management Agreement and Schedules reflects ŌDC's commitment to honouring Te Tiriti o Waitangi and upholding an enduring and meaningful partnership with Te Nehenehenui and their tribal members across the district. The JMA strengthens relations between Ōtorohanga District Council, Te Nehenehenui and partner councils in collectively implementing Te Tiriti o Waitangi and the respective treaty settlement legislation.

## Option 2: Not adopt the Joint Management Agreement and Schedules

- 6.4. To not adopt the Joint Management Agreement and Schedules as proposed in Appendices 1 & 2 would put ŌDC in conflict with Te Nehenehenui and partner councils of the agreement, as well as not fulfilling ŌDC's legal obligations. This risks significant reputational and legal risk for ŌDC and would significantly affect relationship development with Te Nehenehenui. To not adopt the JMA and Schedules is also inconsistent with the previous decision to endorse the schedules at the May 2025 ŌDC meeting.

### Recommended option and rationale

- 6.5. The recommended option is for ŌDC to adopt the Te Nehenehenui Joint Management Agreement and Schedules.
- 6.6. This option upholds ŌDC's commitment to honouring Te Tiriti o Waitangi, our relationship with Te Nehenehenui and is consistent with the aspirations pursuant to the Maniapoto Claims Settlement Act 2022 and Ngā Wai o Maniapoto (Waipā River) Act 2012.
- 6.7. Adopting the schedules provides a clear framework to guide future collaborations between Te Nehenehenui and partner councils, enhancing the recognition and protection of Maniapoto interests and values across resource management and local government processes.

## 7. Appendices | Ngā āpitihanga

Number	Title
1	Te Nehenehenui Joint Management Agreement and Schedules (as approved by the Joint Management Committee)



**Amendment version: 30 July 2025**

## **JOINT MANAGEMENT AGREEMENT**

**TE NEHENEHENUI**

**AND**

**ŌTOROHANGA DISTRICT COUNCIL**

**WAIKATO DISTRICT COUNCIL**

**WAIKATO REGIONAL COUNCIL**

**WAIPĀ DISTRICT COUNCIL**

**WAITOMO DISTRICT COUNCIL**

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## Hanga paitia tatou kia piri ai ki te piringa pono...

*Conduct us in a proper way, so that we may be bound together by a bond of faith...*

- *Wahanui, 1883*

Deed of Settlement of Historical Claims, 11 Nov 2021, pg. 143



**Amendment version: 30 July 2025**

**DATED: 4 December 2023**

**PARTIES**

**Te Nehenehenui**

**and**

**Ōtorohanga District Council**

**Waikato District Council**

**Waikato Regional Council**

**Waipā District Council**

**Waitomo District Council**

(together, the **councils**)

(all together, the **parties**).

**MANIAPOTO**

Maniapoto have since time immemorial, maintained their mana whakahaere including exercising rights and responsibilities in relation to their rohe in accordance with their kawa and tikanga.

The Maniapoto rohe includes their whenua, maunga, awa, wai and other taonga (lands, mountains, rivers, waters, flora and fauna). These natural and traditional resources have their own mauri, which represents the spiritual and physical well-being of Maniapoto.

It is critical that Maniapoto are able to exercise their mana whakahaere within their rohe, particularly over the wai within their rohe, for the benefit of present and future generations.

**NGĀ WAI O MANIAPOTO**

In the Maniapoto Claims Settlement Act 2022, the Crown acknowledged the statement by Maniapoto of the significance of Ngā Wai o Maniapoto, including the following statement:

*Ngā Wai o Maniapoto are awa tūpuna and living taonga to Ngāti Maniapoto. The relationship between Ngāti Maniapoto and Ngā Wai o Maniapoto is historic, cultural, physical, and spiritual. Generations of the tribe have long exercised their kaitiakitanga responsibilities and other tikanga in relation to the waterways and the associated beds, banks, fisheries, plants, taniwha, and mauri (life force) of Ngā Wai o Maniapoto; ...*



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## **PART A: OVERARCHING PROVISIONS**

### **BACKGROUND**

1. Te Nehenehenui is the post settlement governance entity established through the Maniapoto Treaty settlement process and the Maniapoto Claims Settlement Act 2022.
2. Ōtorohanga District Council is a local authority established under the Local Government Act 2002, with functions in the Ōtorohanga district.
3. Waikato District Council is a local authority established under the Local Government Act 2002, with functions in the Waikato district.
4. Waikato Regional Council is a local authority established under the Local Government Act 2002, with functions in the Waikato region.
5. Waipā District Council is a local authority established under the Local Government Act 2002, with functions in the Waipā district.
6. Waitomo District Council is a local authority established under the Local Government Act 2002, with functions in the Waitomo district.
7. The Ngā Wai o Maniapoto (Waipā River) Act 2012 provides for joint management agreements to be entered into between Maniapoto and the councils **identified in that Act**. A joint management agreement was entered into between those parties on 3 April 2013.
8. The Maniapoto Claims Settlement Act 2022 provides for joint management agreements to be entered into between Maniapoto and the councils identified in that Act.
9. The parties have agreed to enter into one combined joint management agreement to provide for the obligations under both the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022 (**agreement**) over the area set out in Schedule One.
10. The parties commit to the implementation of this agreement in the spirit of respect, partnership and good faith.

### **PURPOSE OF AGREEMENT**

11. The purpose of this agreement is to:
  - (a) implement in one document the joint management agreement provisions in the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022; and
  - (b) provide a constructive and effective basis for Te Nehenehenui and the councils to build partnerships and work together.



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12. The vision of Maniapoto as set out in the Maniapoto Claims Settlement Act 2022 is:<sup>1</sup>

*The vision of Maniapoto is for a constructive ongoing relationship between Maniapoto, the Crown, and local authorities in relation to Ngā Wai o Maniapoto in a way that:*

*(a) respects Maniapoto tikanga; and*

*(b) supports the relationship of Maniapoto and their culture and traditions with their ancestral lands, waters, sites, wāhi tapu, and other taonga.*

*Maniapoto seek to develop relationship agreements with the Crown to enhance the oranga (well-being) of their people, including developing relationship agreements that will contribute to the social, economic, and cultural aspirations of the individuals, whānau, and hapū of Maniapoto, including their health, well-being, and success.*

13. The Maniapoto vision as set out in the Maniapoto Claims Settlement Act 2022 is underpinned by the following principles:<sup>2</sup>

**Te Mana o te Wai:** *the quality and integrity of the waters sustaining the physical and spiritual well-being of Maniapoto, and the continuing health and well-being of current and future generations and all living things that depend on water are important to Maniapoto.*

**Ngā Wai o Maniapoto:** *the deeply felt obligation of Maniapoto to restore, maintain, and protect the waters within Ngā Wai Maniapoto. Maniapoto participation in decision-making arrangements will ensure that Ngā Wai o Maniapoto are enhanced and protected.*

**Te mana tuku iho o Waiwaiā:** *Waiwaiā is the spiritual kaitiaki of the Waipā and other rivers within the Maniapoto rohe. Maniapoto has a deeply felt obligation to care for and protect te mana tuku iho o Waiwaiā and to instil knowledge and understanding in Maniapoto and Ngā Wai o Maniapoto communities about the nature and history of Waiwaiā, and for that reason it is important that Maniapoto are consulted on all matters that impact on Maniapoto.*

**Kaitiakitanga:** *kaitiakitanga is integral to the mana of Maniapoto and requires:*

- (a) the restoration of the relationship of Maniapoto with wai; and*
- (b) the restoration and maintenance of the ability of Ngā Wai o Maniapoto to provide for the practice of manaakitanga; and*
- (c) the recognition and respect for the kawa, tikanga, and kaitiakitanga of Maniapoto; and*

<sup>1</sup> Section 134(2) and 134(3) of the Maniapoto Claims Settlement Act 2022.

<sup>2</sup> Section 134(4) of the Maniapoto Claims Settlement Act 2022.

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- (d) *the encouragement and empowerment of active involvement of Maniapoto in the expression of their kaitiaki responsibilities.*

**Recognition of the mana of Maniapoto:** *respect for the mana of Maniapoto and recognition of the significance of Ngā Wai o Maniapoto and the wider environment to the mana of Maniapoto.*

**Recognition of Maniapoto as kaitiaki and rangatira:** *recognition of the status and role of Maniapoto as rangatira and kaitiaki within resource management and decision making.*

**Te Tiriti o Waitangi/the Treaty of Waitangi:** *recognition and respect for Maniapoto and the Crown as Treaty partners under te Tiriti o Waitangi/the Treaty of Waitangi, and the roles and responsibilities of local authorities to act in accordance with provisions that refer to the principles of te Tiriti o Waitangi/the Treaty of Waitangi.*

14. The Maniapoto aspirations as set out in the Maniapoto Claims Settlement Act 2022 are as follows:<sup>3</sup>

*That resource users and decision makers will collaborate with the people of Maniapoto to ensure that any adverse effects on Maniapoto or the environment arising from resource use are appropriately avoided or mitigated to the extent agreed by Maniapoto, the users, and the decision makers.*

*That Maniapoto and the Crown and Maniapoto and local authorities will develop and strengthen 2-way building of capacity and capability in reviewing, regulating, and managing activities that have an impact on Ngā Wai o Maniapoto so as to promote the vision of Maniapoto:*

*That Maniapoto perspectives and the strategic documents of Maniapoto, such as the environmental plan, and any that may be developed and implemented in the future for the Maniapoto rohe, will be appropriately recognised and incorporated into the functions and decisions of public agencies:*

*That Maniapoto will work with local authorities to co-design and co-govern programmes for:*

- (a) *developing appropriate data resources, research services, and Maniapoto data capability; and*
- (b) *designing programmes and supporting investment in innovation and research to improve the skills that provide for a process designed by Maniapoto to deliver positive outcomes for Maniapoto; and*
- (c) *establishing monitoring and accountability methods for measuring equitable outcomes for Maniapoto and assessing progress towards those outcomes.*

<sup>3</sup> Section 134(5) of the Maniapoto Claims Settlement Act 2022.

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15. In the context of the Waipā River, appropriate weight must also be given to the relevant matters and documents provided for under the Ngā Wai o Maniapoto (Waipā River) Act 2012 including:
- (a) the overarching purpose of the Ngā Wai o Maniapoto (Waipā River) Act 2012, being to restore and maintain the quality and integrity of the waters that flow into and form part of the Waipā River for present and future generations and the care and protection of the mana tuku iho o Waiwaiā;
  - (b) Te Ture Whaimana;
  - (c) the Waipā River integrated river management plan;
  - (d) the Maniapoto objectives for the Waipā River;
  - (e) Ko Tā Maniapoto Mahere Taiao (the Maniapoto Iwi environmental management plan); and
  - (f) the principles for the development and operation of the joint management agreement as set out in section 20 of the Ngā Wai o Maniapoto (Waipā River) Act 2012.

**THE COUNCILS: VISION, PRINCIPLES AND ASPIRATIONS**

16. The councils:
- (a) deeply respect and acknowledge the Maniapoto vision, principles and aspirations;
  - (b) both individually and collectively, and in a commitment to a robust partnership, aim to collaborate with Maniapoto in a respectful, constructive and mutually advantageous manner;
  - (c) are united in the pursuit of positive outcomes for our communities, reflecting the aspirations and strategic directions set out in councils' strategic documents; and
  - (d) confirm that this statement serves as our commitment to this agreement and the subsequent collaborative efforts that will arise from it.
17. The councils may, individually or collectively, give notice to Te Nehenehenui that a further statement of council vision, principles and aspirations will be added to this agreement through the process set out in clause 39.

**RELATIONSHIP PRINCIPLES**

18. The parties commit to the following relationship principles in working together under this agreement:<sup>4</sup>

<sup>4</sup> Section 138(2) of the Maniapoto Claims Settlement Act 2022.

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- (a) promoting the overarching purpose of the Raumaioa (natural resources redress), which is:
    - (i) to care for and protect Ngā Wai o Maniapoto; and
    - (ii) to restore and maintain, for present and future generations, the quality and integrity of the waters that flow into, and form part of, Ngā Wai o Maniapoto;
  - (b) acting in a manner consistent with the principles of te Tiriti o Waitangi/the Treaty of Waitangi;
  - (c) recognising the statutory functions, powers, and duties of the local authorities within the area where the agreement applies;
  - (d) respecting the mana of Maniapoto; and
  - (e) jointly committing:
    - (i) to work together in good faith and in a spirit of co-operation;
    - (ii) to recognise and acknowledge that the parties benefit from working together by sharing their respective vision, knowledge, and expertise;
    - (iii) to participate effectively in co-management;
    - (iv) to communicate in an open, honest, and transparent way;
    - (v) to ensure that they work together from an early stage;
    - (vi) to make their best endeavours to ensure that the purpose of the agreement is achieved and enduring;
    - (vii) to recognise that the relationship between the parties will evolve;
    - (viii) to recognise that the agreement operates within statutory frameworks and the importance of complying with those statutory frameworks; and
    - (ix) to meeting statutory time frames and minimising costs and delays associated with those time frames.
19. In relation to the Waipā River, the parties also acknowledge and commit to acting consistently with the guiding principles as set out in section 20 of the Ngā Wai o Maniapoto (Waipā River) Act 2012.

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## **PART B: GENERAL PROVISIONS**

### **SCOPE AND STATUS OF AGREEMENT**

20. This agreement:
- (a) constitutes the joint management agreement provided for in the Ngā Wai o Maniapoto (Waipā River) Act 2012;
  - (b) replaces the current joint management agreed on 3 April 2013 pursuant to the Ngā Wai o Maniapoto (Waipā River) Act 2012;
  - (c) constitutes the joint management agreement provided for in the Maniapoto Claims Settlement Act 2022;
  - (d) provides an overarching framework for the relationship between Maniapoto, Te Nehenehenui and the councils (individually and collectively); and
  - (e) provides for a range of mechanisms to enhance the relationship between Maniapoto, Te Nehenehenui and the councils (individually and collectively).
21. The parties acknowledge that they will work together to explore how the scope of this agreement can be extended:
- (a) to other statutory functions of the councils beyond those provided for in the Maniapoto Claims Settlement Act 2022 and Ngā Wai o Maniapoto (Waipā River) Act 2012 (such as under the Reserves Act 1977); and
  - (b) to cover all of the areas of the Maniapoto rohe.

### **CO-GOVERNANCE FORUM**

22. A co-governance forum will be established to be the guardian of this agreement.
23. The role of the co-governance forum will be to keep this agreement under review to determine whether the agreement is being implemented to the satisfaction of all the parties and in accordance with the principles set out in clauses 18 and 19.
24. Unless otherwise agreed, the co-governance forum will be made up of equal numbers of representatives appointed by Te Nehenehenui and the councils as follows:
- (a) Te Nehenehenui will appoint five members; and
  - (b) each of the councils will appoint one member.
25. There will be two co-chairs presiding over the meetings:
- (a) one co-chair will be appointed by Te Nehenehenui; and
  - (b) one co-chair will be appointed by the councils.

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26. The co-governance forum will meet at least once each year, or more frequently if the co-governance forum considers it necessary.
27. The parties will develop and agree a terms of reference for the co-governance forum, and may agree to amend that document from time-to-time.
28. Staff members will attend the co-governance forum meetings to provide advice and technical support as required.
29. The parties will each appoint a senior staff member to be the key contact person and to oversee the implementation of this agreement.

**KO TĀ MANIAPOTO MAHERE TAIAO – MANIAPOTO ENVIRONMENTAL MANAGEMENT PLAN**

30. Maniapoto has prepared an environmental management plan (**MEMP**) in relation to the Maniapoto rohe.
31. The MEMP is:
  - (a) a high-level direction setting document and describes issues, objectives, policies and actions to protect, restore and enhance the relationship of Maniapoto with the environment including their economic, social, cultural and spiritual relationships;
  - (b) a tool to support the leadership of Maniapoto at the forefront of kaitiakitanga and rangatiratanga within the Maniapoto rohe; and
  - (c) intended to raise awareness and understanding of Maniapoto values, interests and aspirations in the management of physical and natural resources.<sup>5</sup>
32. The parties acknowledge that the MEMP is a key guiding document for:
  - (a) processes undertaken by councils in the Maniapoto rohe; and
  - (b) applicants and other stakeholders in processes in the Maniapoto rohe.

**MANIAPOTO ENGAGEMENT STRATEGY**

33. The parties acknowledge that best practice involves early engagement and consultation with Maniapoto and working with the right people on the right issues, so that Maniapoto can exercise its responsibilities as kaitiakitanga. This approach is required in assessing potential environmental effects, including effects on Maniapoto cultural values for natural and physical resources within the Maniapoto rohe.
34. Te Nehenehenui will develop a Te Nehenehenui engagement strategy to guide the councils and others on how to engage with Maniapoto on matters affecting its rohe.

<sup>5</sup> Part 1.0, 1.1.2, 1.1.5 and 1.1.8 of the Maniapoto Environmental Management Plan.

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35. That engagement strategy will be provided to the councils for review and comment before it is finalised. ~~agreed with the councils and added as a schedule to this agreement as part of the process set out in clause 41.~~

~~36. The 12-month timeframe for the development of schedules under clause 41 does not apply to the preparation and agreement of that engagement strategy.~~

**ANNUAL WORK PROGRAMME**

~~37.~~36. Each year the parties will work together to develop and agree an annual joint work programme for the implementation of this agreement.

~~38.~~37. Each annual work programme will:

- (a) be developed in a manner that aligns with the timeframes for the preparation and approval of the councils' annual plan process;
- (b) be submitted to the co-governance forum for approval; and
- (c) take effect from 1 July each year.

~~39. The first annual work programme: was agreed after the signing of this agreement and included provisions addressing the development of the further schedules to this agreement.~~

- ~~(a) will be agreed no later than six months after the signing of this agreement;~~
- ~~(b) will include provisions addressing the work to be undertaken to develop and agree the further schedules to this agreement in accordance with the process set out in clause 41; and~~
- ~~(c) may identify matters for Te Nehenehenui and individual (or collectives of) councils to work on.~~

~~40.~~38. Each subsequent The annual work programme will cover the following matters:

- ~~(a) any remaining work required to develop and agree the further schedules to this agreement in accordance with the process set out in clause 41;~~
- ~~(b)~~(a) implementation of the matters set out in this agreement and the schedules;
- ~~(c)~~(b) collaborative projects between Te Nehenehenui and the councils (collectively or individually) for that year;
- ~~(d)~~(c) areas of focus between Te Nehenehenui and the councils (collectively or individually) for that year;
- ~~(e)~~(d) if agreed, matters for Te Nehenehenui and individual (or collectives of) councils to work on; and

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(f)(e) other matters as agreed.

**~~PROCESS TO DEVELOP FURTHER SCHEDULES~~**

~~44.39. After the initial signing of this agreement, in 2024 and 2025 the parties developed in addition to the provisions of this agreement, the parties commit to completing or updating the following schedules of this agreement within 12 months of the signing of this agreement (or such longer period as agreed in writing): Schedule Two: Maniapoto engagement strategy;<sup>6</sup>~~

- (a) Schedule ~~Three~~Two: sites of significance;
- (b) Schedule ~~Four~~Three: transfer of powers;
- (c) Schedule ~~Five~~Four: RMA planning processes;
- (d) Schedule ~~Six~~Five: RMA monitoring and enforcement processes;
- (e) Schedule ~~Seven~~Six: RMA resource consent processes;
- (f) Schedule ~~Eight~~Seven: Local Government Act processes;
- (g) Schedule ~~Nine~~Eight: other statutory ~~frameworks~~processes; and
- (h) Schedule ~~Ten~~Nine: resourcing and capacity building.; and
- ~~(i) Other schedules as agreed.~~

~~42.40. To avoid doubt, Further~~ schedules may only be added to this agreement with the written agreement of all relevant parties acting under the appropriate delegated authority.

**INFORMATION SHARING**

~~43.41.~~ The parties recognise the benefit of mutual information exchange.

~~44.42.~~ The councils will make available to Te Nehenehenui all information held by the councils (subject to the Local Government Official Information and Meetings Act 1987) where that information is requested by Te Nehenehenui for the purposes of assisting it to exercise its mana in respect of the Maniapoto rohe and to enable Te Nehenehenui to exercise its rights fully under this agreement.

~~45.43.~~ Te Nehenehenui may make available to the councils information, where appropriate, and when requested by a particular council, to enable the council to fulfil its statutory obligations and obligations under this agreement.

<sup>6</sup>~~The 12-month period does not apply to this schedule.~~



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~~46.44.~~ Te Nehenehenui and the councils will establish and maintain effective and efficient communication with each other on a continuing basis by:

- (a) Te Nehenehenui providing, and the councils maintaining, contact details for Te Nehenehenui personnel responsible for engagement under this agreement;
- (b) the councils providing, and Te Nehenehenui maintaining, contact details for council personnel responsible for engagement under this agreement; and
- (c) identifying and educating staff who will be working closely with each other from each respective party and informing them of the obligations under this agreement.

**REVIEW AND AMENDMENT OF AGREEMENT**

~~47.45.~~ Te Nehenehenui and the councils may at any time agree in writing to undertake a review of this agreement.

~~48.46.~~ There will be a review undertaken no later than ~~two years after the signing of this agreement~~ July 2025, and biennially after that.

~~49.47.~~ As a result of the review, or otherwise, Te Nehenehenui and the councils may agree in writing to amend the agreement.

**DISPUTE RESOLUTION**

~~50.48.~~ The parties agree and acknowledge that for this agreement to be effective, the resolution of issues between them must be addressed in a constructive, co-operative and timely manner that is consistent with the principles set out in clauses 18 and 19.

~~51.49.~~ The dispute resolution process is as follows:

- (a) if the parties cannot reach agreement or if one party considers that there has been a breach of this agreement, then that party may give notice to the other party or parties that they are in dispute;
- (b) as soon as practicable upon receipt of the notice, the council concerned will meet with the other council (if appropriate) and Te Nehenehenui representatives in good faith to resolve the dispute;
- (c) if the dispute has not been resolved within 20 working days after receipt of the notice, the chief executive of Te Nehenehenui and the chief executive of the relevant council(s) will meet to work in good faith to resolve the issue;
- (d) if the dispute has still not been resolved within 30 working days after a meeting between the chief executives, and as a matter of last resort, the respective mayor/chair (or nominee) or the co-governance forum will meet to work in good faith to resolve the issue; and

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- (e) at any point in the dispute resolution process, the parties may agree to refer the matter to mediation or another form of alternative dispute resolution.

**TERMINATION AND SUSPENSION**

~~52-50.~~ Te Nehenehenui and the councils may, at any time, agree in writing to suspend, in whole or in part, the operation of this agreement.

~~53-51.~~ The scope and duration of any suspension must be specified in that written agreement.

~~54-52.~~ There is no right to terminate this agreement.

**WAIVER OF RIGHTS UNDER AGREEMENT**

~~55-53.~~ Te Nehenehenui may, at any time, notify the councils in writing that:

- (a) it waives any rights provided for in this agreement; or
- (b) it revokes a notice of such a waiver.

~~56-54.~~ The notice given by Te Nehenehenui must specify the nature and duration of the waiver.

**EXERCISE OF POWERS IN CERTAIN CIRCUMSTANCES**

~~57-55.~~ A council may exercise or perform a statutory power or function that is affected by this agreement on its own account and not in accordance with this agreement:

- (a) if the statutory time frame for the exercise or performance of that power or function cannot be complied with under this agreement; or
- (b) in the event of an emergency.

~~58-56.~~ However, a council must use its best endeavours to work with Te Nehenehenui and comply with the agreement if practicable in the circumstances.

**EFFECT OF AGREEMENT**

~~59-57.~~ This agreement constitutes:

- (a) the joint management agreement referred to in section 17 of the Ngā Wai o Maniapoto (Waipā River) Act 2012; and
- (b) the joint management agreement referred to in section 135 of the Maniapoto Claims Settlement Act 2022.

~~58.~~ This agreement supersedes the joint management agreement entered into on 3 April 2013 under the Ngā Wai o Maniapoto (Waipā River) Act 2012.

~~60-59.~~ The scope and application of this agreement will only apply to a council within that council's regional or district boundary (as the case may be).

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~~61.60.~~ The parties acknowledge and agree that:

- (a) this agreement gives effect to commitments under two different statutes: the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022;
- (b) if there is an inconsistency between a provision in this agreement and a provision in one or both of those statutes, the provision in the relevant statute prevails; and
- (c) depending on the area concerned, the statutory basis for the agreement will either be the Ngā Wai o Maniapoto (Waipā River) Act 2012 or the Maniapoto Claims Settlement Act 2022, and the provisions of the relevant statute will apply accordingly.

**Amendment version: 30 July 2025****SIGNED BY THE PARTIES****SIGNED** for and on behalf of**TE NEHENEHENUI** by its authorised signatory\_\_\_\_\_  
Signature\_\_\_\_\_  
Peter Douglas

Te Nehenehenui

**SIGNED** for and on behalf of**TE NEHENEHENUI** by its authorised signatory\_\_\_\_\_  
Signature\_\_\_\_\_  
John Kaati

Te Nehenehenui

**SIGNED** for and on behalf of**TE NEHENEHENUI** by its authorised signatory\_\_\_\_\_  
Signature

Shannon Manawaiti

Te Nehenehenui

**Amendment version: 30 July 2025**

**SIGNED** for and on behalf of

**TE NEHENEHENUI** by its authorised  
signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Wikitoria Tane

Te Nehenehenui

**SIGNED** for and on behalf of

**TE NEHENEHENUI** by its authorised  
signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Muiora Barry

Te Nehenehenui

**SIGNED** for and on behalf of

**TE NEHENEHENUI** by its authorised  
signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Samuel Mikaere

Te Nehenehenui Chief  
Executive Officer

**Amendment version: 30 July 2025**

**SIGNED** for and on behalf of **ŌTOROHANGA DISTRICT COUNCIL** by its authorised signatory acting under delegated authority

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Signature

Max Baxter

Mayor

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Signature

Jaimee Tamaki

Councillor

**SIGNED** for and on behalf of **WAIKATO DISTRICT COUNCIL** by its authorised signatory acting under delegated authority

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Signature

Jacqui Church

Mayor

---

Signature

Tilly Turner

Councillor

**SIGNED** for and on behalf of **WAIKATO REGIONAL COUNCIL** by its authorised signatory acting under delegated authority

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Signature

Pamela Storey

Chairperson

---

Signature

Stu Kneebone

Councillor

**Amendment version: 30 July 2025**

**SIGNED** for and on behalf of **WAIPĀ DISTRICT COUNCIL** by its authorised signatory acting under delegated authority

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Signature

Susan O'Regan

Mayor

---

Signature

Andrew Brown

Councillor

**SIGNED** for and on behalf of **WAITOMO DISTRICT COUNCIL** by its authorised signatory acting under delegated authority

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Signature

John Robertson

Mayor

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Signature

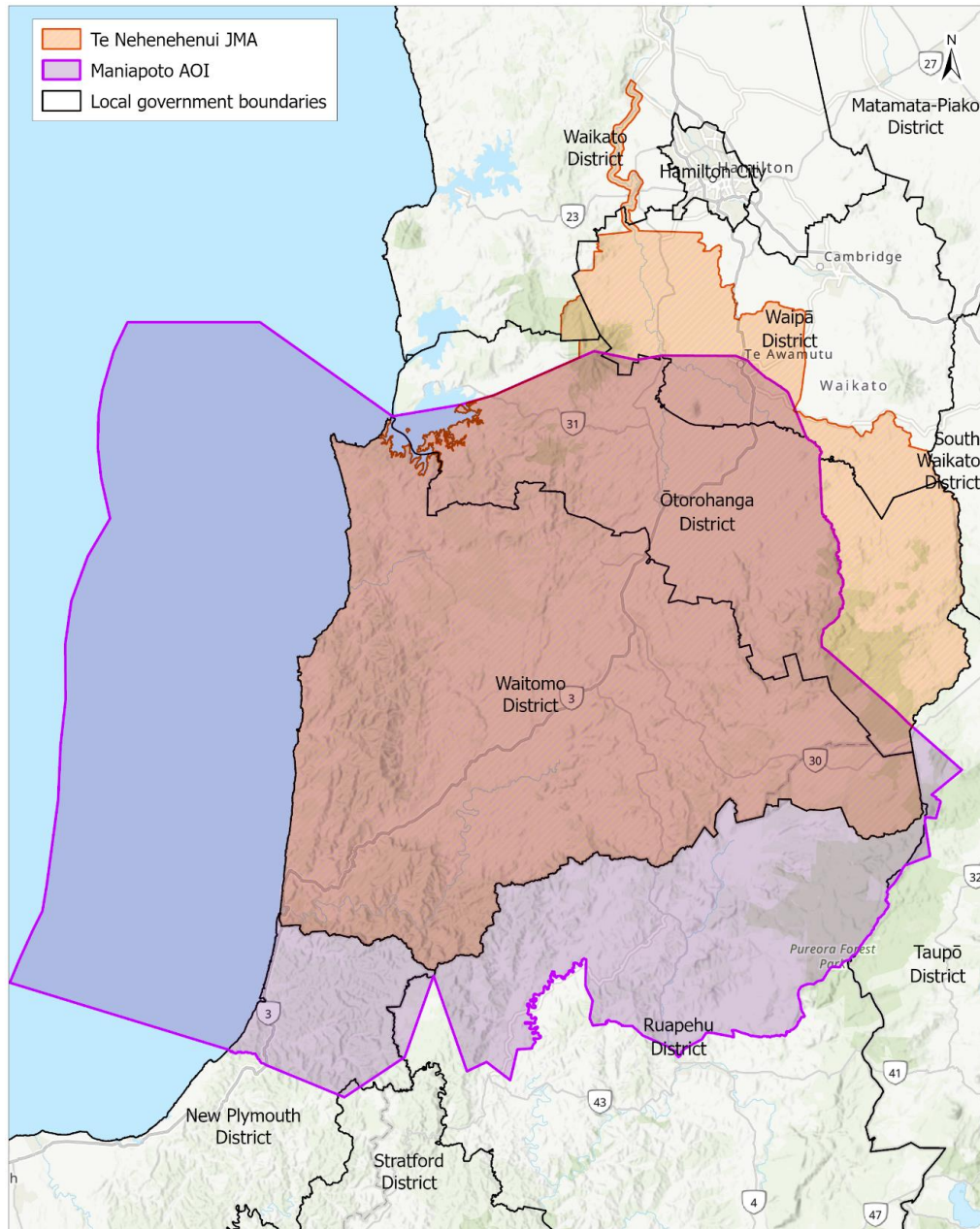
Eady Manawaiti

Councillor

**Amendment version: 30 July 2025**

## SCHEDULE ONE

### MAP



#### Acknowledgements and Disclaimers

The proposed Te Nehenehenui JMA equates to the following 3 areas combined:

- 1) Waipā River (redress Area C) [SO 409144],
- 2) Raumatiroa: Natural resources redress Area M,
- 3) The existing Maniapoto JMA with councils.

Maniapoto AOI as supplied by Te Nehenehenui, and Te Arawhiti - Office of Treaty Settlements Area of Interest dataset for Maniapoto.

**Te Nehenehenui**

**JMA zone**

0 5 10 15 20 km

Scale at A4

= 1:710,000

Created by: AJH

Date: 25/08/2023

File: REQ200435\_



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**Amendment version: 30 July 2025**

## **SCHEDULE ~~THREETWO~~**

### **SITES OF SIGNIFICANCE**

1. This schedule applies to sites of significance within the Maniapoto rohe.
2. Te Nehenehenui and each council will meet within six months after this schedule coming into effect to discuss a strategy to identify sites of significance on land within that council's boundary with the intention that this information can be collated and included in the regional or district plan.
3. Following the completion of the process identified in clause 2, Te Nehenehenui and each council will agree on an implementation plan and timetable to agree:
  - (a) the process for the inclusion of the identified sites of significance in the regional or district plan;
  - (b) the measures that Te Nehenehenui and each council will jointly undertake to provide for the protection of those sites;
  - (c) a communication strategy to raise awareness about those sites on private land and how to identify and protect those sites; and
  - (d) initiatives that will enhance and grow the skills and knowledge of Te Nehenehenui and each council in relation to those sites, their history and protection.
4. Te Nehenehenui and each council will each bear their own costs of the processes under this schedule unless alternative funding arrangements are agreed in accordance with schedule 10.
5. If there is an inconsistency between the provisions of the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022 in relation to this schedule, the provision of the relevant statute will prevail in relation to the area covered by that statute.

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## **SCHEDULE FOURTHREE**

### **TRANSFER OF POWERS**

1. The councils agree to explore with Te Nehenehenui appropriate opportunities for the transfer of powers under section 33 of the RMA (and similar mechanisms under successor legislation).
2. Either Te Nehenehenui or a council may give notice to the other party of the intention to commence discussions on a potential transfer of powers.
3. Where such a notice is given, Te Nehenehenui and the council will engage in good faith in those discussions to explore how to achieve the aspirations of Te Nehenehenui and the council under this agreement and schedule.
4. The principles that the parties will apply to those discussions as to whether a transfer of powers may be appropriate include:
  - (a) the need to comply with the relevant legislation;
  - (b) where relevant to the exercise of a council's functions, consideration of the relevant provisions of:
    - (i) the Treaty settlement legislation and deeds;
    - (ii) Te Ture Whaimana;
    - (iii) this agreement;
    - (iv) the Maniapoto environmental management plan;
    - (v) the Te Nehenehenui engagement strategy; and
    - (vi) other documents notified to the council by Te Nehenehenui from time-to-time;
  - (c) practical matters including the costs and scale of work required to exercise the functions in an efficient manner;
  - (d) the technical expertise and capability required to exercise the functions; and
  - (e) any other principles agreed between Te Nehenehenui and a council.

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**SCHEDULE ~~FIVE~~FOUR**  
**RMA PLANNING PROCESSES**

1. This part applies to preparing, reviewing, changing, or varying any planning document as referred to in:
  - (a) section 22 of the Ngā Wai o Maniapoto (Waipā River) Act 2012; and
  - (b) section 140 of the Maniapoto Claims Settlement Act 2022.
2. This schedule may be reviewed and amended by agreement in the manner set out in clauses 47 to 49 of this agreement.
3. In exercising functions referred to in this schedule, where relevant to the exercise of a council's functions, each council will specifically consider:
  - (a) the Treaty settlement legislation and deeds;
  - (b) Te Ture Whaimana;
  - (c) this agreement;
  - (d) the Maniapoto environmental management plan;
  - (e) the Te Nehenehenui engagement strategy; and
  - (f) other documents notified to the council by Te Nehenehenui from time-to-time.
4. If, as a result of emerging issues, any one of the councils is prompted to consider the preparation, review, change or variation of an RMA planning document (including requests for private plan changes), key personnel from the council concerned will, as soon as reasonably practicable, contact key personnel from Te Nehenehenui for initial discussions on the issues.
5. Before beginning the process to prepare, review, change, or vary a planning document, the relevant council and Te Nehenehenui must convene a joint working party (**JWP**) to discuss and recommend to the council:
  - (a) the process to be adopted for the preparation, review, change, or variation; and
  - (b) the general form and content of any document to be drafted for the purposes of consultation or notification under clause 5 of schedule 1 of the RMA.
6. To avoid doubt, the JWP must be convened and decisions must be made on the matters referred to in clause 5 before any substantive drafting on the planning document commences.

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7. Te Nehenehenui and the relevant council considering the preparation, review, change or variation of an RMA planning document will:
  - (a) meet at an appropriate time to convene the JWP;
  - (b) determine the composition of the JWP;
  - (c) agree a terms of reference for the JWP;
  - (d) discuss whether to include other parties to this agreement in the JWP; and
  - (e) confirm how the parties to the JWP will work together and how they will resolve disputes.
8. When working together, the JWP will adopt the principles as outlined in clauses 16 to 19 of this agreement.
9. Te Nehenehenui and the relevant council must reach a joint decision on the final recommendation to the council on whether to commence a review of, or to amend, a planning document.
10. Te Nehenehenui and the relevant council must reach a joint decision on the final recommendation to the council on the content of a planning document to be notified under clause 5 of schedule 1 of the RMA.
11. Te Nehenehenui and the relevant council must discuss the potential for Te Nehenehenui to participate in making decisions on the provisions and matters raised in submissions on a planning document under clause 10 of schedule 1 of the RMA.
12. In clause 9, a final recommendation may, if necessary, include a recommendation that reflects different views on the matter.
13. Any recommendation to review or amend a planning document is subject to compliance with:
  - (a) any statutory requirement to review or amend the planning document; and
  - (b) any relevant statutory time frames.
14. Te Nehenehenui and the relevant council will jointly determine:
  - (a) whether any additional mechanisms are required (over and above those provided in clauses 15 to 17 of this schedule) for Te Nehenehenui to participate in processes under part 2 (private plan changes) of schedule 1 of the RMA; and
  - (b) a mechanism for Te Nehenehenui to participate in processes under part 4 (freshwater planning process) of schedule 1 of the RMA.
15. If a request is made under clause 21 of schedule 1 of the RMA (in relation to a private plan change) and relates to the area covered by this agreement, the relevant council will

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- provide a copy of the request to key personnel from Te Nehenehenui as soon as practicable.
16. Te Nehenehenui will advise the relevant council whether it wishes to participate in the private plan change process and, if that is the case, that council will convene a meeting with Te Nehenehenui to discuss the statutory and internal processes for considering the request.
  17. If Te Nehenehenui confirms it wishes to participate in considering a request for a private plan change, a JWP will be convened to develop and agree upon a process for Te Nehenehenui to be involved.
  18. Te Nehenehenui and each council will each bear their own costs of the processes under this schedule unless alternative funding arrangements are agreed in accordance with schedule 10.
  19. Where a council is intending to respond to any proposed law reform or national policy direction which may affect the interests of Maniapoto, the council will first notify and engage with Te Nehenehenui where practicable, to discuss how those interests may be affected and whether there is an opportunity to make a co-ordinated response.
  20. Schedule 7 of the Local Government Act 2002 (**LGA**) does not apply to Te Nehenehenui or a council when, under this agreement, they perform the duties and functions or exercise the powers described in this schedule.
  21. If there is an inconsistency between the provisions of the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022 in relation to this schedule, the provision of the relevant statute will prevail in relation to the area covered by that statute.

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## **SCHEDULE ~~SIX~~FIVE**

### **RMA MONITORING AND ENFORCEMENT PROCESSES**

1. This part applies to RMA monitoring and enforcement as referred to in:
  - (a) section 21 of the Ngā Wai o Maniapoto (Waipā River) Act 2012; and
  - (b) section 139 of the Maniapoto Claims Settlement Act 2022.
2. This schedule may be reviewed and amended by agreement in the manner set out in clauses 47 to 49 of the agreement.
3. In exercising functions referred to in this schedule, where relevant to the exercise of a council's functions, each council will specifically consider:
  - (a) the Treaty settlement legislation and deeds;
  - (b) this agreement;
  - (c) Te Ture Whaimana;
  - (d) the Maniapoto environmental management plan;
  - (e) the Te Nehenehenui engagement strategy; and
  - (f) other documents notified to the council by Te Nehenehenui from time-to-time.
4. Te Nehenehenui and each council will:
  - (a) meet at least twice each year to:
    - (i) discuss and agree the priorities for the monitoring of the matters set out in section 35(2)(a) to (e) of the RMA;
    - (ii) discuss and agree the methods for, and the extent of, the monitoring of those matters;
    - (iii) discuss the opportunities for Te Nehenehenui to participate in the monitoring of those matters; and
    - (iv) discuss and agree the priorities for enforcement under the RMA;
  - (b) meet at least twice each year to discuss appropriate responses to deal with the outcomes of the monitoring of those matters, including:
    - (i) the potential for review of planning documents; and

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- (ii) enforcement under the RMA, including criteria for the commencement of prosecutions, applications for enforcement orders, the service of abatement notices and the service of infringement notices;
  - (c) agree appropriate procedures for reporting back to Te Nehenehenui on the enforcement action taken by the councils;
  - (d) discuss and agree the role of the Te Nehenehenui in the five-yearly review provided for in section 35(2A) of the RMA; and
  - (e) discuss the opportunities for persons nominated by Te Nehenehenui to participate in enforcement action under the RMA.
5. Te Nehenehenui and more than one council may agree to meet collectively to discuss the matters provided for in this schedule.
  6. Te Nehenehenui and each council will each bear their own costs of the processes under this schedule unless alternative funding arrangements are agreed in accordance with schedule 10.
  7. Schedule 7 of the LGA does not apply to Te Nehenehenui or a council when, under this agreement, they perform the duties and functions or exercise the powers described in this schedule.
  8. If there is an inconsistency between the provisions of the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022 in relation to this schedule, the provision of the relevant statute will prevail in relation to the area covered by that statute.

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**SCHEDULE SEVENSIX**  
**RMA RESOURCE CONSENT PROCESSES**

1. This part applies to the resource consent process as referred to in:
  - (a) section 23 of the Ngā Wai o Maniapoto (Waipā River) Act 2012; and
  - (b) section 141 of the Maniapoto Claims Settlement Act 2022.
2. This schedule may be reviewed and amended by agreement in the manner set out in clauses 47 to 49 of the agreement.
3. In exercising functions referred to in this schedule, where relevant to the exercise of a council's functions, each council will specifically consider:
  - (a) the Treaty settlement legislation and deeds;
  - (b) Te Ture Whaimana;
  - (c) this agreement;
  - (d) the Maniapoto environmental management plan;
  - (e) the Te Nehenehenui engagement strategy; and
  - (f) other documents notified to the council by Te Nehenehenui from time-to-time.
4. Each council will provide Te Nehenehenui with a summary of applications for resource consents received by the council.
5. The information provided under clause 4 will be:
  - (a) the same as would be given to affected persons through limited notification under section 95B of the RMA or as the council and Te Nehenehenui otherwise agree; and
  - (b) provided as soon as reasonably practicable after the application is received and before a determination is made under sections 95A to 95C ~~or 95B~~ of the RMA.
6. Te Nehenehenui and the councils agree to the following criteria to assist applicants and councils in the resource consent processes:
  - (a) Te Nehenehenui and each council will continue to discuss and refine best practice for pre-application processes;



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- (b) a cultural impact or similar assessment may be required depending on the nature of the application and site, and that requirement will be discussed with Te Nehenehenui on a case-by-case basis;
  - (c) section 87D of the RMA: (request that an application be determined by the Environment Court rather than the consent authority):
    - (i) before forming a view under section 87D each council will engage with Te Nehenehenui;
  - (d) section 88(3) of the RMA: (incomplete application for resource consent):
    - (i) in making an assessment under section 88(3) (where relevant to the exercise of the council's functions) each council will consider whether the documents set out in clause 3 have been considered and reflected appropriately in the application;
  - (e) section 91 of the RMA: (deferral pending additional consents):
    - (i) each council will consider the documents referred to in clause 3 (where relevant to the exercise of the council's functions) and the potential impacts on Maniapoto when making a decision as to whether additional consents are required;
  - (f) section 92 of the RMA: (requests for further information):
    - (i) each council will consider the documents referred to in clause 3 (where relevant to the exercise of the council's functions) and the potential impacts on Maniapoto when making a decision as to whether further information is required;
  - (g) sections 95 to 95G of the RMA: (notification of applications for resource consent):
    - (i) each council will consider the documents referred to in clause 3 (where relevant to the exercise of the council's functions) and the potential impacts on Maniapoto when making a decision as to whether to publicly or limited notify the application; and
    - (ii) each council will also specifically consider whether notification is required under the statutory acknowledgements in the Maniapoto Claims Settlement Act 2022; and
  - (h) sections 127 and 128 of the RMA: (change, cancellation, or review of consent conditions):
    - (i) each council will consider the documents referred to in clause 3 (where relevant to the exercise of the council's functions) and the potential impacts on Maniapoto when making decisions in relation to the change, cancellation or review of consent conditions.
7. The criteria developed and agreed under clause 6:

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- (a) are additional to, and must not derogate from, the criteria that the consent authorities must apply under the RMA; and
- (b) do not impose a requirement on a consent authority to change, cancel, or review consent conditions.

**Council as a developer**

8. Where a council is acting in its capacity as a developer and applicant for a resource consent (**council applicant**) and where that application is relevant under this agreement:
  - (a) the council applicant will engage with Te Nehenehenui as early as practicable and prior to the design process and any application for a resource consent being prepared;
  - (b) if agreed to by the council applicant and Te Nehenehenui, the parties will enter into a co-design process;
  - (c) the council applicant and Te Nehenehenui will work to identify and seek to agree mutually beneficial outcomes;
  - (d) in preparing the application for a resource consent, the council applicant will consider the information referred to in clause 3 (where relevant to the application) and the potential impacts on Maniapoto;
  - (e) the council applicant will provide resourcing for the preparation of a cultural impact assessment in appropriate circumstances;
  - (f) the council applicant will provide Te Nehenehenui with an opportunity to review and comment on the draft application for a resource consent prior to lodgement; and
  - (g) the parties acknowledge that Te Nehenehenui may participate in submission and hearing processes in relation to the application.
9. The parties acknowledge that:
  - (a) each council may be acting in a number of distinct roles under this part of the agreement including:
    - (i) in the role of a developer/applicant;
    - (ii) as a partner under this agreement; and
    - (iii) in a regulatory role under the RMA; and
  - (b) each council will maintain a separation between those distinct roles.

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10. Te Nehenehenui and each council will each bear their own costs of the processes under this schedule unless alternative funding arrangements are agreed in accordance with schedule 10.
11. Schedule 7 of the LGA does not apply to Te Nehenehenui or a council when, under this agreement, they perform the duties and functions or exercise the powers described in this schedule.
12. If there is an inconsistency between the provisions of the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022 in relation to this schedule, the provision of the relevant statute will prevail in relation to the area covered by that statute.

**Designations**

13. The provisions of this schedule also apply to the designation process under the RMA, including where a council is lodging a notice of requirement or is acting in any other capacity in the designation process.

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## **SCHEDULE ~~EIGHT~~SEVEN**

### **LOCAL GOVERNMENT ACT PROCESSES**

1. The starting point is that all council activities are potentially relevant to Maniapoto, but the parties acknowledge that Te Nehenehenui will not be able to engage in all of those processes.
2. In exercising functions under the LGA, where relevant to the exercise of a council's functions, each council will specifically consider:
  - (a) the Treaty settlement legislation and deeds;
  - (b) Te Ture Whaimana;
  - (c) this agreement;
  - (d) the Maniapoto environmental management plan;
  - (e) the Te Nehenehenui engagement strategy; and
  - (f) other documents notified to the council by Te Nehenehenui from time-to-time.
3. Each council will ensure that it engages as early as practicable with Te Nehenehenui on processes under the LGA that Te Nehenehenui has indicated are of particular interest, including by way of example the long term plan, annual plan and other matters of significance.
4. That engagement will begin early in the process, before any substantive drafting, design, or decision-making occurs.
5. In response to that engagement, Te Nehenehenui will identify which of those activities it wishes to engage on further and the parties will agree on clear processes and timeframes for that engagement.
6. This process is in addition to the annual work programme provided for in clauses 37 to 40 of this agreement.
7. Te Nehenehenui and each council will each bear their own costs of the processes under this schedule unless alternative funding arrangements are agreed in accordance with schedule 10.
8. If there is an inconsistency between the provisions of the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022 in relation to this schedule, the provision of the relevant statute will prevail in relation to the area covered by that statute.

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**SCHEDULE ~~NINE~~EIGHT**  
**OTHER STATUTORY PROCESSES**

1. The starting point is that all council activities are potentially relevant to Maniapoto, but the parties acknowledge that Te Nehenehenui will not be able to engage in all of those processes.
2. In exercising functions referred to in this schedule, where relevant to the exercise of a council's functions, each council will specifically consider:
  - (a) the Treaty settlement legislation and deeds;
  - (b) Te Ture Whaimana;
  - (c) this agreement;
  - (d) the Maniapoto environmental management plan;
  - (e) the Te Nehenehenui engagement strategy; and
  - (f) other documents notified to the council by Te Nehenehenui from time-to-time.
3. Each council will ensure that it engages as early as practicable with Te Nehenehenui on matters under other statutory processes that Te Nehenehenui has indicated are of particular interest.
4. That engagement will begin early in the process, before any substantive drafting, design, or decision-making occurs.
5. In response to that engagement, Te Nehenehenui will identify which of those activities it wishes to engage on further and the parties will agree on clear processes and timeframes for that engagement.
6. This process is in addition to the annual work programme provided for in clauses 37 to 40 of the agreement.
7. Te Nehenehenui and each council will each bear their own costs of the processes under this schedule unless alternative funding arrangements are agreed in accordance with schedule 10.
8. If there is an inconsistency between the provisions of the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022 in relation to this schedule, the provision of the relevant statute will prevail in relation to the area covered by that statute.

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**SCHEDULE ~~TENNINE~~**  
**RESOURCING AND CAPACITY BUILDING**

1. The purpose of this schedule is to enhance the ability of Te Nehenehenui to participate in council processes and decision-making and to collaborate with councils. The intention is to promote capacity building, information exchange, and informed decision-making to achieve better outcomes for Maniapoto and all communities.
2. In exercising functions referred to in this schedule, where relevant to the exercise of a council's functions, each council will specifically consider:
  - (a) the Treaty settlement legislation and deeds;
  - (b) Te Ture Whaimana;
  - (c) this agreement;
  - (d) the Maniapoto environmental management plan;
  - (e) the Te Nehenehenui engagement strategy; and
  - (f) other documents notified to the council by Te Nehenehenui from time-to-time.
3. The parties acknowledge the importance of councils fostering the capacity of Te Nehenehenui to participate in council decision-making processes as provided for in section 81(1)(b) of the LGA.
4. As part of the annual work programme provided for in clauses 37 to 40 of this agreement, each council will discuss with Te Nehenehenui the nature and scope of resourcing to be provided by that council. Those discussions will cover the potential for:
  - (a) funding to be provided to Te Nehenehenui in the following areas:
    - (i) Te Nehenehenui capacity building;
    - (ii) Te Nehenehenui participation in council processes and projects; and
    - (iii) provision of services from Te Nehenehenui to a council; and
  - (b) other opportunities, including through:
    - (i) internships;
    - (ii) recruitment;
    - (iii) professional development;
    - (iv) joint training programmes;

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- (v) joint research or projects;
  - (vi) shared information platforms;
  - (vii) collaboration of processes such as submissions on national policy;
  - (viii) information collaboration; and
  - (ix) identifying other opportunities for mutual capacity building.
5. Te Nehenehenui and each council will each bear their own costs of the processes under this schedule unless alternative funding arrangements are agreed in accordance with this schedule.
6. If there is an inconsistency between the provisions of the Ngā Wai o Maniapoto (Waipā River) Act 2012 and the Maniapoto Claims Settlement Act 2022 in relation to this schedule, the provision of the relevant statute will prevail in relation to the area covered by that statute.

**Information only reports****Ngā pūrongo mōhiōhio anake**

**DISCLAIMER:** The reports attached to this Open Agenda set out recommendations and suggested resolutions only. Those recommendations and suggested resolutions DO NOT represent Ōtorohanga District Council policy until such time as they might be adopted by formal resolution. This Open Agenda may be subject to amendment either by the addition or withdrawal of items contained therein.



**Item 288** Finance Report to 31 August 2025

**To** Ōtorohanga District Council

**From** Brendan O’Callaghan, Manager Finance

**Type** **INFORMATION REPORT**

**Date** 30 September 2025



## 1. Purpose | Te kaupapa

1.1. To provide a snapshot of progress against the 2025/26 budget.

## 2. Executive summary | Whakarāpopoto matua

- 2.1. The Financial Report for the period ended 31 August 2025 shows the operating surplus being up on budget by \$503k, because of reduced expenditure.
- 2.2. Capital expenditure and loan repayments were under budget by \$99k. This predominately relates to the timing of capital works compared to the expected budget allocations.

## 3. Staff recommendation | Tūtohutanga a ngā kaimahi

That the Ōtorohanga District Council receive the report titled ‘Financial Report for the month ending 31 August 2025’ (document number 847352).

## 4. Discussion | He kōrerorero

### Statement of Comprehensive Revenue and Expenses For the Period Ending August 2025

	Actual	Budget	Variance	Full Year Budget
<b>Revenue</b>				
Rates income	8,377,476	8,297,807	-79,669	16,781,626
Contributions	0	1,700	1,700	265,450
Water by Volume Rates	-2,388	0	2,388	2,378,879
Subsidies and Grants	802,361	907,153	104,792	6,784,167
Other Income	129,782	396,215	266,433	1,936,467
Other gains/(losses)	0	0	0	0
<b>Total Revenue</b>	<b>9,307,231</b>	<b>9,602,875</b>	<b>295,644</b>	<b>28,146,589</b>
<b>Expenses</b>				
Employee Benefit Expenses	1,087,259	1,165,540	78,281	7,576,018
Depreciation and Amortisation	1,326,285	1,326,285	0	7,801,480
Other Expenses	2,052,841	2,631,971	579,130	14,321,085
Finance Costs	-139,618	1,870	141,488	281,516
<b>Total Expenditure</b>	<b>4,326,766</b>	<b>5,125,666</b>	<b>798,900</b>	<b>29,980,099</b>
<b>Operating Surplus/(Deficit)</b>	<b>4,980,465</b>	<b>4,477,209</b>	<b>-503,256</b>	<b>-1,833,510</b>

4.1. Overall, there is a net surplus to the end of August of \$4,980,465, compared to the budgeted surplus of \$4,477,209. The variance in the surplus against budget is due to:

- a) Operating Revenue is down on budget by \$295k. This is due to being \$80k up on budget in rates income, offset by being down on budget in other income by \$266k and subsidies and grants by \$105k
  - Subsidies and grants is down on budget by \$105k due to the timing of roading maintenance work against the budget estimated timing.
  - Other Income is down on budget due to the timing of charging for building and resource consents, as well as interest income.
- b) Operating expenses is down on budget by \$799k, with other expenses being \$579k under budget, employee benefit expenses being \$78k under budget and finance costs being under budget by \$141k.
  - Finance costs are under budget due to the reversal of the year end accrual.
  - Other expenses is under budget due to some reversal of prior year accruals, such as the audit fee accrual, as well as some roading maintenance being under budget compared to the estimated timing.

Other Expenses

	Actual	Budget	Variance	Full Year Budget
Activity operation	363,032	355,453	(7,579)	2,113,070
Asset Maintenance	105,807	119,496	13,689	716,921
Deloitte Fees	(183,227)	0	183,227	244,410
Grants and Subsidies	(4,681)	165,061	169,742	560,307
Insurance	0	934	934	298,599
Minimum Lease Payments Under Operating Leases	2,669	4,236	1,567	25,423
Other expenses	905,395	1,422,661	517,266	5,562,964
Regional Initiatives	0	31,480	31,480	188,885
Road maintenance	833,216	501,000	(332,216)	4,573,750
Youth Initiatives	30,630	31,650	1,020	36,756
	2,052,841	2,631,971	579,130	14,321,085

**Statement of Financial Position**  
For the period ending August 2025

	Actual	Full Year Budget	YTD Last Year
<b>Assets</b>			
<b>Current Assets</b>			
Cash and Cash Equivalents	3,352,469	1,156,718	3,874,590
Trade and Other Receivables	4,118,703	2,121,272	3,584,915
Inventory	46,241	31,570	34,775
Loan Receivable	0	250,000	0
Total Current Assets	7,517,413	3,559,560	7,494,281
<b>Non-current Assets</b>			
Investments	7,774,788	7,883,662	7,674,788
Property, Plant and Equipment	412,489,499	443,784,162	408,866,755
Intangible Assets	135,605	67,934	105,572
Loan Receivable	1,467,936	1,500,000	1,467,937
Total Non-current Assets	421,867,828	453,235,758	418,115,053
Total Assets	429,385,241	456,795,318	425,609,333
<b>Liabilities</b>			
<b>Current Liabilities</b>			
Trade and Other Payables	1,469,741	2,762,320	423,778
Provisions	1,164	829	1,088
Employee Benefit Liabilities	389,338	409,890	407,755
Income in Advance	114,792	757,035	187,818
Development and Financial Contributions in Advance	585,567	540,624	566,872
Total Current Liabilities	2,560,602	4,470,698	1,587,311
<b>Non-current Liabilities</b>			
Provisions	10,779	15,886	11,943
Employee Benefit Liabilities	47,531	47,295	34,008
Borrowings	12,447,613	12,947,613	12,447,613
Total Non-current Liabilities	12,505,922	13,010,794	12,493,563
Total Liabilities	15,066,524	17,481,492	14,080,874
Net Assets	414,318,717	439,313,826	411,528,459
<b>Equity</b>			
Retained Earnings	174,061,319	165,319,655	171,372,019
Reserve Funds	3,204,471	3,001,486	3,103,513
Revaluation Reserves	237,052,927	270,992,685	237,052,927
Total Equity	414,318,717	439,313,826	411,528,459

- 4.2. Overall, the balance sheet shows working capital at the end of August of \$4,956,811, with current assets of \$7,517,413 against current liabilities of \$2,560,602.
- 4.3. As at the time of this report, the revaluation of the roading assets as at 30 June 2025 is still being reviewed, and so therefore has not yet been included in this balance sheet. This will be included in the September report.
- 4.4. There is also a revaluation of some investments, which staff are still waiting on information for Waikato Regional Airport Limited and Co-Lab to enable us to adjust the fair value of those investments.

Combined Cost of Service Statement  
For the Period Ending August 2025

	YTD Actual	YTD Budget	YTD Variance	Full Year Budget
<b>Operating Revenue</b>				
Activity Revenue	931,854	1,303,368	371,514	8,720,814
Targeted Rates	3,554,886	3,554,414	-472	9,487,716
Development Contributions	0	1,700	1,700	265,450
General Rates	4,745,852	4,743,393	-2,459	9,672,789
Other General Sources	2,153,801	2,289,942	136,141	13,840,315
	11,386,393	11,892,817	506,424	41,987,084
<b>Operating Expenditure</b>				
Trusted Leadership & Relationships	2,685,758	2,880,303	194,545	16,314,986
Strong Communities	414,341	603,028	188,687	2,278,286
Vibrant Places and Spaces	566,574	738,831	172,257	3,984,820
Sustainable Development and Public Safety	248,384	435,670	187,286	2,648,122
Resilient Infrastructure: Land Transport	1,747,652	1,705,899	-41,753	11,982,718
Resilient Infrastructure: Water Supply	519,637	654,997	135,360	3,225,115
Resilient Infrastructure: Wastewater	164,312	258,048	93,736	1,440,398
Resilient Infrastructure: Stormwater	52,393	87,482	35,089	424,520
Resilient Infrastructure: Flood Protection	131,029	73,826	-57,203	447,248
Responsible Waste Management	61,156	124,564	63,408	746,190
	6,591,235	7,562,648	971,413	43,492,403
<b>Funding Required</b>				
Capital Renewals	1,028,040	965,918	-62,122	7,474,612
Capital Growth	52,533	124,996	72,463	400,000
Capital Level of Service	108,797	10,832	-97,965	235,000
Loans Repaid	0	186,802	186,802	1,120,898
	1,189,370	1,288,548	99,178	9,230,510
<b>Funding Applied</b>				
Funding from Depreciation Reserves	0	0	0	4,281,948
Loans Raised	0	0	0	2,660,456
Capital Income	0	204,200	204,200	112,200
Transfer to and from Balance	-3,605,788	-3,245,821	359,967	3,681,225
	-3,605,788	-3,041,621	564,167	10,735,829

- 4.5. In the Combined Cost of Services statement, overall operating revenue is \$506k under budget. This relates mostly to Activity Revenue, which relates to the timing of building and resource consent invoicing in relation to budgets.
- 4.6. Operating expenditure is \$971k under budget, with this being spread across all the budget areas. This is due to the timing of budgets and associated projects.
- 4.7. Capital expenditure and loan repayments were under budget by \$99k. The budgets year to date and full year do not include the carryovers, which were presented in a separate report as part of this agenda. Assuming these have been approved they will be included in the reporting going forward.

**Statement of Cashflows**  
**For the Period Ending August 2025**

	Actual	Full Year Budget
<b>Cash flows from operating activities</b>		
Receipts from rates revenue	6,953,670	19,148,250
Receipts from other revenue	1,482,977	9,093,678
Interest received	4,226	87,381
Dividends received	-	8,000
Payments to suppliers and employees	(5,879,794)	(21,840,769)
Interest paid	139,618	(281,489)
<b>Net cash provided by/(used in) Operating Activities</b>	<b>2,700,697</b>	<b>6,215,051</b>
<b>Cash flows from investing activities</b>		
Proceeds from Sale of Property, Plant and Equipment	-	112,345
Purchase of property, plant and equipment	(418,569)	(11,495,728)
Purchase of investments	-	-
Purchase of intangible assets	(147,139)	(71,386)
<b>Net cash provided by/(used in) Investing Activities</b>	<b>(565,708)</b>	<b>(11,454,769)</b>
<b>Cash flows from financing activities</b>		
Proceeds from borrowings	-	3,225,000
Prepayment of borrowings	-	-
<b>Net cash provided by/(used in) Financing Activities</b>	<b>-</b>	<b>3,225,000</b>
Net (Decrease)/increase in cash, cash equivalents and bank overdrafts	2,134,989	(2,014,718)
Cash, cash equivalents and bank overdrafts at the beginning of the year	1,217,480	3,170,000
Cash and cash equivalents at the end of the period	<b>3,352,469</b>	<b>1,155,282</b>

- 4.8. This cashflow statement shows the cashflows in and out for the period to 31 August 2025. As can be seen, net cash flow from operating activities has been money coming in, as a result of people paying the first rates instalment due on 29 August.
- 4.9. Cash flows used in investing activities shows the amount spent on capital expenditure to the end of August. This is only cash spent this year and excludes items like work in progress carried over from prior years, which is why there is a difference between the figure here and in the cost of service statement above.
- 4.10. Cash flows from financing activities shows the borrowings and repayments made to external loans as well as transfers between reserve accounts.

**Current Debt Profile**

- 4.11. Current LGFA borrowing at the end of August has the following maturity profile. This is in line with what was projected in the Long Term Plan, taking into account additional unbudgeted borrowings related to the land purchase in the prior year.
- 4.12. As you can also see, interest rates offered on our borrowings is trending downwards, which will help reduce future interest repayments, especially if the trend continues as these loans mature.

4.13. The loans that matured on 15 September were rolled over for another 3 months to December 2025, and this will be reflected in the September Financial Report.

Amount	Term	Maturity Date	Interest Rate
\$4,000,000	6 months	15 September 2025	3.73%
\$2,000,000	12 months	15 September 2025	4.27%
\$2,000,000	15 April 2026	15 April 2026	4.50%
\$4,000,000	12 months	12 June 2026	3.37%

**Item 289** Capital Projects report for the month ending 31 August 2025

**To** Ōtorohanga District Council

**From** Robbie Whiteman, Manager Projects

**Type** **INFORMATION REPORT**

**Date** 30 September 2025



## 1. Purpose | Te kaupapa

- 1.1. To provide progress reports on Ōtorohanga District Council's (ŌDC) capital projects programme against the 2024-27 Long Term Plan.

## 2. Executive summary | Whakarāpopoto matua

- 2.1. This report provides an update on the completion of the 2025/26 capital projects and the progress of capital projects for the period ending 31 August 2025, the status of those projects and the challenges associated with their delivery.
- 2.2. The 2025/26 capital delivery programming is progressing and tracking on schedule.

## 3. Staff recommendation | Tūtohutanga a ngā kaimahi

That the Ōtorohanga District Council received the report titled 'Capital Projects Report for the Month Ending 31 August 2025' (document number 8) from Robbie Whiteman, Manager Projects.

## 4. Discussion | He kōrerorero

### Programme delivery

- 4.1. The Capital programme is progressing with three capex projects currently in delivery across the transportation, water services, and community facilities portfolios. Overall delivery performance remains on track, with 100% of projects forecast to be completed within approved budgets and timelines.
- 4.2. Key highlights include:

### Projects completed

- a) C1156 Ōtorohanga Wastewater Treatment Plant (WWTP) desludge
- b) C1131 ŌDC Wastewater Upgrades
- c) C1147 Tihiroa Rural water supply existing main replacement



- d) C1157 Ōtorohanga Reseals 2024/25

**Projects underway**

- a) C1157 ŌDC reseals 2025/26
- b) C1160 Unsealed Road Metalling
- c) C1161 Ōtorohanga Toilet Cleaning
- d) Aotea Seawall Remedials
- e) Kawhia Seawalls Condition Assessment

**Upcoming milestone**

- a) C1158 ŌDC Water Services Renewals (tender award)
- b) C1162 Ōtorohanga Gardening (tender evaluation)
- c) C1163 ŌDC/WDC Waste Services (tender award)

**C1157 ŌDC reseals 2024/27**

- 4.3. This measure and value contract was awarded to HEB Construction Ltd on 21 November 2024.
- 4.4. The scope of the contract includes resealing operations across the Ōtorohanga district for the next 3 years. A '1+1+1' year contract term requires the HEB achieve key performance measures to ensure annual renewal over the 3-year term.
- 4.5. 38km are programmed for the 2025/26 financial year with physical work programmed to commence in November.

*(Year 2) Percent complete 0% Budget utilised 0%*

**C1158 ŌDC water service renewals**

- 4.6. Proposed physical works contract the tender for which is closed. Staff are making recommendation for contract award by way of separate report to this meeting
- 4.7. Scope of physical works including but not limited to the following sites/services:
  - a) Te Kawa St sewer rising main renewal
  - b) Glendon Place sewer gravity main upgrade (decommissioning of pump station)
  - c) Tūrongo St water main renewal
  - d) SH3/ Main North Rd rider main renewal
  - e) Hinewai St watermain renewal
  - f) Phillips Ave watermain renewal

*Percent complete 0% Budget utilised 5%*

**C1160 Unsealed Road Metalling**

- 4.8. Measure and value contract awarded to Inframax Ltd following a lowest price conforming tender process.
- 4.9. Physical work commenced on the 25/26 programme delivery.

*Percent complete 0% Budget utilised 5%*

**C1161 Ōtorohanga Toilet Cleaning**

- 4.10. Lowest Price Conforming tender awarded to Supercare Ltd. Work commenced on in July for an initial period of 12 months. The Contract may be extended twice for further two (2) year periods at the Engineering Managers recommendation and agreement by both parties.

*Percent complete 17% Budget utilised 25%*

**C1162 Ōtorohanga Gardening**

- 4.11. Lowest Price Conforming tender which closed 11 September 2025. Evaluation of the submissions is underway and will be completed in due course.
- 4.12. Work is programmed to commence in October for an initial period of 12 months. The Contract may be extended twice for further two (2) year periods at the Engineering Managers recommendation and agreement by both parties.

*Percent complete 0% Budget utilised 5%*

**C1163 ŌDC/WDC Waste Services**

- 4.13. This is a joint procurement process formalised by way of MOU with Waitomo DC and an RFP issued by both parties. The approved tender methodology being weighted attributes balanced at 50/50 between quality and price.
- 4.14. Proposed contract to be seven (7) years with the potential for one x two (2) year extension to a maximum of nine (9) years.
- 4.15. The RFP tender closed on 28 August, and the evaluation has determined a preferred respondent. Staff are making recommendation to proceed into negotiation with the preferred respondent with a view to award by way of separate report to this meeting.

*Percent complete 0% Budget utilised 5%*

**Aotea Seawall consent renewal/Emergency Works**

- 4.16. Since the granting of the new seawall consent in April 2025 staff have worked with coastal engineers to provide a Structure Management Plan (SMP) in accordance with consent conditions. The SMP will inform long term maintenance costs over the life of the consent and requires approval from Waikato Regional Council.

- 4.17. Unfortunately, during this process, a second section of the rock revetment has slumped into the estuary and requiring emergency works. The contracted work is estimated to cost \$225k and is underway.
- 4.18. Due to the absence of the approved SMP, the current works have been undertaken under emergency provisions, prompted by the structural vulnerability of the asset. This intervention represents the second instance of rock revetment repair within the past 12 months, with the initial section completed at an approximate cost of \$110,000.
- 4.19. Although reactive maintenance is not the preferred approach, it has been necessary to prevent the timber wall, which is protected by the revetment, from being exposed to the elements and to avoid potential catastrophic failure. However, this has placed the council in a position where it must respond to issues as they arise, rather than having the opportunity to undertake planned, proactive maintenance.
- 4.20. The wall is situated in a highly dynamic environment, where conditions can shift rapidly. Following the completion of the current works, it will be essential to implement a long-term maintenance strategy that aligns with the consent conditions and incorporates a clear understanding of the associated future costs. Contractors are anticipated to remain on site for the coming weeks to carry out the necessary work, during appropriate tides.
- 4.21. Currently the consent process, repairs and staff time have costed circa \$500K and is to be funded through the \$730K better off funding.

#### **Kawhia Seawall consent renewal**

- 4.22. Council engaged Tonkin & Taylor to carry out condition assessment on the Kawhia Seawalls. Site surveys were completed in August, and staff expect the draft report to be submitted by the end of this month.

#### **Tihiroa Rural Water Scheme (RWS) water-take consent renewal**

- 4.23. The Tihiroa RWS water take consent is due to expire on 30 June 2026. The project is progressing well the Technical Assessment of Surface Water and Ecological Effects completed and on schedule to meet the lodgement date of 1 January 2026.

#### **Ōtorohanga and Kāwhia stormwater resource consent renewal**

- 4.24. The renewal of the stormwater consents for Ōtorohanga and Kāwhia have been on hold since lodgement in January 2023. The section 124 (Resource Management Act) issued for ŌDC to continue to operate under the existing consent conditions is still in place while the applications are processed.
-

**Item 290** Ōtorohanga Kiwi House – Progress Report to 30 June 2025

**To** Ōtorohanga District Council

**From** Graham Bunn, Group Management Business Enablement

**Type** **INFORMATION REPORT**

**Date** 30 September 2025



## 1. Purpose | Te kaupapa

- 1.1. To receive the Ōtorohanga Kiwi House Progress Report to 30 June 2025 in accordance with the conditions in the Loan agreement.

## 2. Executive summary | Whakarāpopoto matua

- 2.1. The Progress Report details the status of the \$2 million loan, its revised conditions, and the financial and operational performance of the Ōtorohanga Kiwi House. The report includes financial results, visitor statistics, and governance updates, fulfilling loan agreement requirements.
- 2.2. The unaudited accounts to 31 May 2025 show a loss of \$64,190 in what has been a challenging year. Cash flow is tightly managed, supported by a \$200,000 overdraft facility, with forecasts indicating positive cashflow by May 2026.
- 2.3. Annual visitor numbers reached 53,013 for 2024/25, surpassing the previous year by 1,770 and achieving 96% of the 55,000 visitor target.

## 3. Staff recommendation | Tūtohutanga a ngā kaimahi

That the Ōtorohanga District Council receive the Ōtorohanga Kiwi House Progress Report to the 30 June 2025.

## 4. Discussion | He kōrerorero

- 4.1. In 2024 there was a further variation to the \$2M loan to the Ōtorohanga Kiwi House with the term extended to 20 years and the interest free period to six years, which ends on 30 June 2026. The interest rate is to be reviewed with the rate to be determined by reference to the Local Government Funding Agency fixed rate applicable at the time for the balance of the term. The revised conditions of the loan and revised Accountability Clauses are included in the table below.

Item	Term	Comment
<b>The Loan</b>		
Principal amount	\$2,000,000	
Term Expiry Date	Twenty (20) years from the initial Drawdown Date	
Interest Rate	Interest free for the first six (6) years and thereafter the interest rate shall be determined by reference to the then current Local Government Funding Agency fixed rate for the balance of the term.	
<b>Reporting</b>		
Quarterly report to the Ōtorohanga District Council A representative of the ŌKHCT shall attend (on a quarterly basis) the Ōtorohanga District Council committee meeting to report on the following matters:	<ul style="list-style-type: none"> <li>a) Actual income and expenditure for the quarter (including explanation where required for any differences to the budgeted amounts for that quarter).</li> <li>b) Grants received.</li> <li>c) Loans and other funding (both received and applied for).</li> <li>d) Forecasted income and expenditure for the next quarter.</li> <li>e) Analysis of visitor numbers for the relevant quarter compared to the same quarter in the previous year; and</li> <li>f) Progress on appointing a Trust Chairperson until such point as that position has been filled.</li> </ul>	<p>This information is to be reviewed by the Group Manager Business Enablement.</p> <p>This information might be commercial and confidential, subject to LGOIMA.</p> <p>Public statements / reports on the performance of the Ōtorohanga Kiwi House (ŌKH) by Council should be available to the ŌKH 5 days prior to becoming public.</p>

- 4.2. The attached Management Report and Financial Report from the Ōtorohanga Kiwi House Charitable Trust are to meet the conditions and accountability clause set out in the loan agreement.

### Observations

- 4.3. The Ōtorohanga Kiwi House (ŌKH) had their AGM on the 28 August with the existing Board all re-elected and Kim Ingham confirmed as chair. Richard Spittle has stayed on as Interim General Manager while the Board goes through the process of recruiting a new Manager.
- 4.4. The unaudited year-end accounts to the 31 May 2025 represent a loss of \$64,190 in a challenging year, but on the positive side, there has been an increase in ticket sales of \$85,559 from increased visitor numbers and a slight increase in ticket prices. Cashflow is still tight but is being well managed through the winter season when visitor numbers drop off. The ŌKH have taken a pragmatic approach to this and have ensured strong budgetary constraint and cashflow management. The ŌKH Trust have secured an overdraft of \$200K with the BNZ to support cashflow fluctuations over the next 12 months. The forecast cashflow shows the overdraft of \$146,713 peaking in October 2025 but returning to a surplus of \$31,838 in May 2026 as visitor numbers increase.

- 4.5. Annual visitor numbers of 53,013 for 2024/25 were up 1770 on the same period the previous year and achieved 96% of the target of 55,000 visitors for the year.
- 4.6. Stephen Hamilton from Horwath HTL was engaged to undertake further work and produce a revised Business Case, exploring different options, and considering the tough funding environment. This report has been circulated to Elected Members and will be presented to the incoming Council alongside the new Strategic Direction of the Kiwi House Board.
- 4.7. The GM Business Enablement continues to attend the ŌKH Trust monthly meetings as an observer.
- 4.8. Interim General Manager, Richard Spittle will attend the ŌDC meeting to present the report.

## 5. Appendices | Ngā āpitihanga

Number	Title
1	Management Report to 30 June 2025
2	Financial Report to 31 May 2025
3	Cash Flow Forecast from 31 August 2025



## Ōtorohanga Kiwi House Charitable Trust Report to Ōtorohanga District Council

<b>Prepared by</b>	Richard Spittle	<b>Reporting Period</b>	<i>1 April 2025 – 30 June 2025(4th quarter)</i>
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### A. Summarized Financial Report for 2025

Please see the Statement of Financial Performance report for the full year ended 31 May 2025.

Overall observations:

- Total trading income for the year was \$1,253,793.
- Total Expenses for the year were \$1,317,982.
- Net profit(loss) for the year was (\$64,190).
- IRG Grant Funding of \$96,523 was recognized as utilized on development expenses for the 2025 financial year (2024 was \$708,966)
- Ticket sales have increased by \$85,559 due to 1,770 extra visitors and a slight increase in ticket prices.
- The main expense was wages at \$897,960, an increase of \$180,756 from 2024 wages of \$717,204.

Additional Comments:

- Over the past 2 years various organisations & individuals have contributed to the redevelopment project, including the IRG
- We have accumulated these contributions in Grant Reserves which shows in Other Current Liabilities on our Statement of Financial Position
- These reserves need to be allocated to various stages of the project, mostly to work completed previously & a portion to costs to complete the ANEC
- We are working with the auditor on these figures & they will be updated in our final accounts

The Statement of Financial Position as of 31 May 2025 shows the Loan to the ODC having a balance of \$2,000,000. It also shows improved bank balances of \$31,423 with additional funds in the development account.

### B. Grants and Completion of the current development project

No additional grants have been applied for at this stage.

The last part of the current development project, being the Animal Enrichment Centre (ANEC) is due to be commissioned in September 2025, this is a great facility and will further improve our visitor experience once it is fully incorporated into the park.

As part of commissioning the new ANEC, the Keeper team have been reviewing our animal nutrition and enrichment programs. This has led to some adjustments and efficiencies.

The KiwiHouse continues to play its part with breeding programs and animal movements supporting other ZAA accredited facilities across New Zealand and the Department of Conservation.

No further development projects are planned at this stage; however, we are very focused on an in-house repairs and maintenance program across the park to freshen up habitats and an establishment of a grassed picnic area within the park to further enhance our visitor experience.

A further grant payments from the Otorohanga Charitable trust will be paid as follows:

- \$20,000 in April 2026

A more broader funding/grant strategy is being worked on to provide a sustainable funding platform to allow continued capital development to take place at the park to allow for increased visitor numbers and a world class tourism experience.

### C. Visitor Numbers

It is very pleasing to confirm that our annual visitor numbers have now returned to the numbers we were experiencing prior to 2020. The full year numbers are stated below:

	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	YTD Total
2024-25	2328	3323	2712	2508	4289	5281	7348	7979	5324	5148	4810	1963	53013
2023-24	2480	4192	2637	2967	3194	4304	6077	7588	5428	5674	4757	1945	51243

Visitor numbers for 2024-25 were 53,013, exceeding the previous year's result and achieving 96% of our target for the FY2025 year of 55,000 visitors.

The geographic distribution of our visitor numbers has been similar for the last two years being:

- 27.5% identify as Domestic visitors
- 72.5% identify as International visitors

As the numbers suggest we have higher visitor numbers in the warmer months and also during school holidays. School groups across the greater Waikato and King Country continue to visit on a regular basis and our Tuatara Room is well used by the local community and corporates as a meeting/conference venue

### D. Forecast Income and Expenditure

Please see the attached the Forecast Income and Expenditure for the financial year being 1 June 2025 to 31 May 2026.

The forecast shows a breakeven result from a cash perspective based on visitor numbers this year, a small pricing increase and a CPI driven increase to costs. Currently the wages expense line is under the forecast budget.

The forecast has had actual cash balances added each month to 31 August 2025. This is highlighted in Yellow

### E. OKHCT AGM

The AGM was held on 28 August 2025 at the Kiwihouse Tuatara Room. Tim Jones and Andrea Pye were reappointed as trustees for a further three-year term.

Appointed Trustees and remaining terms are as follows:

- Tim Jones – 3 years
- Andrea Pye – 3 years
- Robbie Neha – 2 years
- Ray Scrimgeour – 2 years
- Kim Ingham – 1 year

Appointed Officers are as follows:

- Chairperson: Kim Ingham
- Vice Chairperson: Ray Scrimgeour
- Treasurer: Tim Jones
- Kaumatua: Doctor Tame Roa
- Kuia: Pera MacDonald
- Secretary: Monica Clark



# Statement of Financial Position

Ōtorohanga Kiwi House Charitable Trust

As at 31 May 2025

	31 MAY 2025	31 MAY 2024
<b>Assets</b>		
Bank Accounts	200,374	168,951
Accounts Receivable & Stock on Hand	11,489	21,668
Prepayments	249	-
Projects in Progress	4,437,384	4,340,861
Fixed Assets	904,801	934,040
<b>Total Assets</b>	<b>5,554,297</b>	<b>5,465,520</b>
<b>Liabilities</b>		
Accounts Payable & Accrued Wages	37,181	62,121
Employee Costs Payable	119,968	122,928
Other Current Liabilities	357,432	176,563
Loans	2,000,000	2,000,000
<b>Total Liabilities</b>	<b>2,514,580</b>	<b>2,361,613</b>
<b>Net Assets</b>	<b>3,039,717</b>	<b>3,103,907</b>
<b>Equity</b>		
Equity	3,039,717	3,103,907
<b>Total Equity</b>	<b>3,039,717</b>	<b>3,103,907</b>

# Statement of Financial Performance

## Ōtorohanga Kiwi House Charitable Trust For the year ended 31 May 2025

	2025	2024
<b>Income</b>		
WIRF Grant	-	-
Other Donations & Funding	30,686	44,210
Membership Subscriptions	4,283	5,561
Conference Room Rental	6,442	6,303
Sales - Food & Drinks	23,857	21,437
Sales - Retail	170,902	176,220
Ticket Sales	854,921	832,617
Interest	2,673	8,710
IRG Grant Funding	96,523	708,966
Website Direct Bookings	63,255	-
Other Income	250	358
<b>Total Income</b>	<b>1,253,793</b>	<b>1,804,382</b>
<b>Expenses</b>		
Wages	897,960	717,204
Costs of Sales	104,349	105,517
Animal Costs	78,042	78,862
Light, Power & Heating	29,298	24,184
Repairs & Maintenance	19,201	32,794
Vehicle Expenses	9,847	11,185
Other Working Expenses	11,030	14,254
Administration	131,563	152,852
Koha/Gifts	357	1,640
Interest & Penalties	7,095	116
Depreciation	29,240	31,873
<b>Total Expenses</b>	<b>1,317,982</b>	<b>1,170,482</b>
<b>Net Profit (Loss) Before Adjustments</b>	<b>(64,190)</b>	<b>633,900</b>
<b>Net Profit (Loss) for the Year</b>	<b>(64,190)</b>	<b>633,900</b>

# Notes to the Financial Statements

## Ōtorohanga Kiwi House Charitable Trust For the year ended 31 May 2025

### Statement of Financial Performance

- 2025 Figures are draft-based on unaudited accounts.
- IRG Grant Funding of \$96,523 was recognised as utilised on development expenses for the 2025 financial year (2024: \$708,966)
- Ticket sales have increased by \$85,559 due to 1,770 extra visitors and a slight increase in ticket prices.
- The main expense was wages at \$897,960, an increase of \$180,756 on 2024 wages of \$717,204.
- Total income for the year was \$1,253,793 and total expenses \$1,317,982 resulting in a deficit of \$64,190.

### Statement of Financial Position

- Key features are as follows:
  - improved our bank balances by \$31,423 with additional funds in the development account.
  - spent \$96,523 on the redevelopment, mainly on the completion of the animal nutrition and enrichment centre.

Otorohanga Kiwi House Charitable Trust  
Cashflow Forecast to 30 June 2026

Operating Bank Account		Jun-25 Forecast	Jul-25 Forecast	Aug-25 Forecast	Sept-25 Forecast	Oct-25 Forecast	Nov-25 Forecast	Dec-25 Forecast	Jan-26 Forecast	Feb-26 Forecast	Mar-25 Forecast	Apr-26 Forecast	May-26 Forecast	Total Forecast
TRUST INCOME														
Trading Income		\$61,339	\$86,755	\$71,151	\$65,953	\$104,150	\$120,182	\$174,778	\$190,992	\$138,643	\$169,823	\$121,193	\$50,890	\$1,355,850
Grants/Donations	Z	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Income	Z	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$300
GST Received on Income		\$9,201	\$13,013	\$10,673	\$9,893	\$15,623	\$18,027	\$26,217	\$28,649	\$20,796	\$25,474	\$18,179	\$7,633	\$203,378
TOTAL CASH INCOME		\$70,565	\$99,793	\$81,848	\$75,871	\$119,798	\$138,234	\$201,020	\$219,666	\$159,465	\$195,322	\$139,397	\$58,548	\$1,559,528
TRUST EXPENDITURE														
Cost of Sales		\$6,140	\$8,727	\$7,138	\$6,608	\$10,495	\$12,128	\$17,686	\$19,335	\$14,002	\$14,633	\$12,231	\$5,073	\$134,195
Administration Expenses		\$9,155	\$9,879	\$11,346	\$11,446	\$16,111	\$12,301	\$7,561	\$8,266	\$8,271	\$5,271	\$4,701	\$3,694	\$108,002
Repairs & Maintenance Expenses		\$2,497	\$2,497	\$2,497	\$2,497	\$2,497	\$2,497	\$2,497	\$2,497	\$2,497	\$2,497	\$2,497	\$2,497	\$29,964
Vehicle Expenses		\$1,290	\$1,290	\$1,290	\$1,290	\$1,290	\$1,290	\$1,290	\$1,290	\$1,290	\$1,290	\$1,290	\$1,290	\$15,480
Working Expenses		\$12,424	\$12,424	\$12,424	\$16,124	\$12,424	\$12,524	\$12,714	\$12,524	\$12,524	\$14,524	\$12,424	\$12,424	\$155,478
Wages & Salaries (Incl PAYE)	z	\$70,242	\$105,363	\$70,242	\$70,242	\$70,242	\$70,242	\$105,363	\$70,242	\$70,242	\$70,242	\$70,242	\$70,242	\$913,144
GST Paid on Expenditure		\$4,726	\$5,223	\$5,204	\$5,695	\$6,423	\$6,111	\$6,262	\$6,587	\$5,788	\$5,732	\$4,971	\$3,747	\$66,468
TOTAL CASH EXPENDITURE		\$106,474	\$145,402	\$110,141	\$113,901	\$119,481	\$117,092	\$153,373	\$120,740	\$114,614	\$114,189	\$108,356	\$98,967	\$1,422,732
GST Movement (Operating)														
GST on Income		\$9,201	\$13,013	\$10,673	\$9,893	\$15,623	\$18,027	\$26,217	\$28,649	\$20,796	\$25,474	\$18,179	\$7,633	
GST on Expenditure		\$4,726	\$5,223	\$5,204	\$5,695	\$6,423	\$6,111	\$6,262	\$6,587	\$5,788	\$5,732	\$4,971	\$3,747	
GST Paid(Received)		\$ 9,500		\$ 12,266		\$ 9,667		\$ 21,116		\$ 42,017		\$ -	\$ 34,750	\$129,315
DEBT SERVICING														
Loan Interest	z	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Loan Repayment	z	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IRD PAYE Debt	z	\$4,000	\$4,000	\$5,436	\$4,000	\$4,000	\$4,000	\$3,886		\$0	\$0	\$0	\$0	\$29,322
TOTAL DEBT SERVICING		\$4,000	\$4,000	\$5,436	\$4,000	\$4,000	\$4,000	\$3,886	\$0	\$0	\$0	\$0	\$0	\$29,322
ASH OPERATING SURPLUS (DEFICIT)		(\$39,908)	(\$49,609)	(\$33,729)	(\$42,031)	(\$3,683)	\$17,142	\$43,760	\$98,926	\$44,851	\$81,133	\$31,041	(\$40,419)	\$107,474
GST Due (Received) to/from IRD		\$9,500	\$0	\$7,500	\$0	\$9,667	\$0	\$21,116	\$0	\$42,017	\$0	\$0	\$34,750	\$124,550
NET MOVEMENT OF FUNDS		(\$49,408)	(\$49,609)	(\$41,229)	(\$42,031)	(\$13,350)	\$17,142	\$22,644	\$98,926	\$2,834	\$81,133	\$31,041	(\$75,169)	(\$17,075)
Operating Bank Profile														
Opening Balance		\$60,400	\$24,000	(\$27,500)	(\$91,333)	(\$133,364)	(\$146,713)	(\$129,572)	(\$106,928)	(\$8,002)	(\$5,167)	\$75,966	\$107,006	
Net Movement of Funds		(\$49,408)	(\$49,609)	(\$41,229)	(\$42,031)	(\$13,350)	\$17,142	\$22,644	\$98,926	\$2,834	\$81,133	\$31,041	(\$75,169)	Check Total
Closing Balance		\$24,000	\$27,500	(\$91,333)	(\$133,364)	(\$146,713)	(\$129,572)	(\$106,928)	(\$8,002)	(\$5,167)	\$75,966	\$107,006	\$31,838	\$43,325

## Councillor updates on meetings attended on behalf of Ōtorohanga District Council

## Ngā kōrero hou a ngā Kaikaunihera

All councillors will be invited by the Chairperson to provide a verbal update to the meeting.

## Resolution Register

## Rēhita tatūnga

Previous resolutions of Ōtorohanga District Council which are not yet finalised are outlined below.

#	Date	Resolution	Staff update
C361	29/04/25	<p><b>Item 227- Rewarewa Schoolhouse</b></p> <p>That the Ōtorohanga District Council:</p> <ul style="list-style-type: none"> <li>b) Agrees to give the Ōtorohanga Historical Society first right of removal of the Rewarewa Schoolhouse from the Rewarewa Reserve to the Ōtorohanga Museum site on the condition that: <ul style="list-style-type: none"> <li>i) Confirmation of acceptance of the offer is received by 31 July 2025; and,</li> <li>ii) The Schoolhouse is removed from the site by 31 July 2026; and,</li> </ul> </li> </ul>	<p>The ŌHS have provided a letter accepting ŌDC's offer subject to additional requests. Those requests were part of Resolution C431 below.</p> <p>Staff recommend this Resolution is <b>removed</b> from the Register.</p>
C376	27/5/25	<p><b>Item 237 – Te Nehenehenui Joint Management Agreement draft Schedules</b></p> <p>That Ōtorohanga District Council:</p> <ul style="list-style-type: none"> <li>a) Endorse the draft JMA schedules, as outlined in the attached document (Appendix 1), subject to any final minor amendments agreed to by the JMA Co-Governance Committee.</li> <li>b) Delegates the authority to ŌDC's JMA appointee, Councillor Tamaki, to approve the draft JMA schedules at the next TNN JMA Co-Governance Forum Meeting.</li> </ul>	<p>The Schedules are presented in a separate report on this agenda.</p> <p>Staff recommend this Resolution be <b>removed</b> from the Register.</p>
C427	26/08/25	<p><b>Item 269: Submissions and Staff Recommendations: Bylaw Reviews (Keeping of Stock, Poultry and Bees Bylaw; Structures and Works in Public Places Bylaw)</b></p>	<p>The Bylaws are now in effect.</p> <p>Staff recommend this Resolution be <b>removed</b> from the Register.</p>

That Ōtorohanga District Council:

- a) Do not accept the submission from Companion Animals NZ on the Keeping of Stock, Poultry and Bees Bylaw, seeking a new "Keeping of Animal's" bylaw relating to cat control; and
- b) Accept in part the submission from Natalie Southgate on Keeping of Stock, Poultry and Bees Bylaw, opposing the bylaw; and
- c) Receive the information as provided via email on Saturday 23 August.
- d) Amend the Animal Nuisance Bylaw as set out in section 5.4 of the Supplementary Report.
- e) Change of wording to: fence or natural screening, suitable natural or artificial water source.
- f) Approve the proposed changes to the Keeping of the Stock, Poultry and Bees Bylaw (including renaming to "Animal Nuisance Bylaw") and to the Structures and Works in Public Places Bylaw, as publicly notified for consultation on 30 June 2025; and
- g) Approve all such additional minor changes, limited to formatting, grammar and spelling, as are necessary prior to the amended bylaws coming into effect.
- h) Re-confirm the amended bylaws be publicly notified on 8 September 2025 and come into effect on 15 September 2025.

C428 26/08/25

**Item 270: Delegations in the Interregnum Period**

That Ōtorohanga District Council approve the following delegations:

- a) Delegates, subject to the limitations set out in clause 32(1) of the Seventh Schedule to the Local Government Act 2002, all of its responsibilities, duties, and powers from 11 October 2025 until the inaugural meeting of Ōtorohanga District Council, to the Chief Executive (or Acting Chief Executive) to attend to those matters that cannot reasonably await the first meeting of the new Council. Where the Mayor elect is known, this will be in consultation with the Mayor-elect.

The Delegations are now in place for the Interregnum Period.

Staff recommend this Resolution is **removed** from the Register.

- b) Confirms these delegations expire on the convening of a valid meeting of Ōtorohanga District Council following the 2025 Election.

C429 26/08/25

**Item 271 Re-appointment of Mr Roy Johnson to the Ōtorohanga District Licensing Committee**

That Ōtorohanga District Council:

- a) Re-appoint Mr Roy Johnson as member of the Ōtorohanga District Licensing Committee; and
- b) Request the Ōtorohanga District Council Chief Executive to appoint Mr Johnson as Commissioner of the Ōtorohanga District Licensing Committee to act as alternate Chairperson if the incumbent Chairperson is unavailable or has a conflict of interest; and
- c) Confirm the period of the re-appointment to be from 11 October 2025 to the end of the current term of the District Licensing Committee, being 30 November 2026.

The Chief Executive as appointed Mr Roy Johnson as a Commissioner of the Ōtorohanga District Licensing Committee.

Staff recommend this Resolution is **removed** from the Register.

C430 26/08/25

**Item 272 Application for Temporary Road Closure – Targa NZ 2025**

That Ōtorohanga District Council:

- a) Approves the temporary road closures within the Ōtorohanga District, in accordance with Sections 319(h) and 342, and Section 11 of Schedule 10 of the Local Government Act 1974, for the following stages of the Targa NZ 2025 Rally to be held on Thursday, 16 October 2025:
  - SS11 – Mangare Road from its intersection with Rotongata Road to Pukewhau Road ending 300m before the intersection with Waipapa Road. Time: 10:00am – 3:00pm
  - SS12 – Wairehi Road from 3km south of its intersection with Waipapa Road, continuing via Ngaroma Road and Bayley Road, ending 100m before the intersection with Loop Road. Time: 10:40am – 3:10pm
  - SS13 – Mangatutu Road from 200m south of its intersection with Wharepūhunga Road, continuing via Maihihi Road and Tauraroa Valley Road, ending at No. 935 Ōtewā Road. Time: 12:40pm – 5:10pm

This is now an operational matter.

Staff recommend this Resolution is **removed** from the Register.

- SS14 – Mangamahoe Road from 400m west of its intersection with Kāwhia Road (SH39), via Honikiwi Road and Turitea Road, ending on Kāwhia Road (SH31), excluding all sections under NZTA control.  
Time: 1:30pm – 6:00pm
  - SS15 – Harbour Road, Te Waitere Road and Taharoa Road (Waitomo district). Time 2.30pm – 7.05pm
- b) Notes that approval excludes any parts of the proposed route that fall under the control of the New Zealand Transport Agency (Waka Kotahi), including portions of State Highway 31 and State Highway 39, which require separate NZTA approval.
- c) Notes that approval is also limited to roads within the Ōtorohanga District, and that the closure of any parts of SS15 within the Waitomo District must be approved by Waitomo District Council.
- d) Authorises public notification of the approved road closures in accordance with the Local Government Act 1974.
- e) Notes that approval is conditional upon compliance with closure processes.

C431 26/08/25

**Item 273 Ōtorohanga Historical Society – Request for Assistance with Rewarewa Schoolhouse Relocation Costs**

That the Ōtorohanga District Council:

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>a) Facilitate the connection of the Museum site to the mains wastewater system and cover the associated costs, funded through the development sundry budget in the wastewater account, subject to confirmation that no significant conflicts exist with underground stormwater infrastructure that would prevent or substantially increase the cost of the works.</li> <li>b) Approves the request for removing the Golden Elm and that this is funded from the Ōtorohanga Parks and Reserves budget,</li> <li>c) Requires the Ōtorohanga Historical Society (ŌHS) to undertake the pre-application process with ŌDC's planning team prior to lodging any resource consent application, to clarify consent requirements, identify</li> </ul> | <ul style="list-style-type: none"> <li>a) Stormwater condition assessment is complete, and planning is underway for the wastewater upgrade.</li> <li>b) The removal of the Golden Elm is scheduled as part of a program of works.</li> <li>c) Pre-application meetings are being held.</li> <li>d) Awaiting the outcome of the pre-application process.</li> <li>e) Not actioned.</li> </ul> |
|---|--|



potential issues and streamline the approval process, and that the fees for this are waived by ŌDC.

- d) Requires that the outcome of the pre-application process is brought back to ŌDC in order to determine next steps.
- e) Agree to consider future funding opportunities for the Museum as part of the next Annual Plan process and the subsequent Long Term Plan (LTP) review.

**Staff recommendation**

That Ōtorohanga District Council confirm the removal of Resolutions C361, C376, C427, C428, C429, C430 and C431 from the Register.

**Resolution made in a public excluded session**

The Resolution made in a public excluded session at the July meeting has been released to the public in ŌDC's August agenda. No further Resolutions have been made in a public excluded session.

**Valedictory speeches from retiring Elected Members****Public excluded****Take matatapu**

**DISCLAIMER:** The reports attached to this Open Agenda set out recommendations and suggested resolutions only. Those recommendations and suggested resolutions DO NOT represent Ōtorohanga District Council policy until such time as they might be adopted by formal resolution. This Open Agenda may be subject to amendment either by the addition or withdrawal of items contained therein.

**Item 291** Recommendation to exclude the public for Items PE26, PE27 and PE28

**To** Ōtorohanga District Council

**From** Kaia King, Governance Manager

**Type** **DECISION REPORT**

**Date** 30 September 2025



## 1. Purpose | Te kaupapa

1.1. To exclude the public from parts of the proceedings of the Ōtorohanga District Council meeting.

## 2. Executive summary | Whakarāpopoto matua

2.1. All formal meetings are open to the public however, there are some parts of the meeting where the public can be excluded. ŌDC must provide a good reason if to exclude the public from a ŌDC or committee meeting - this also includes the media. A resolution must be made at a time when the meeting is open to the public stating the general subject of each matter, the reason for passing that resolution in relation to the matter, and the grounds on which the resolution is based.

## 3. Staff recommendation | Tūtohutanga a ngā kaimahi

That the Ōtorohanga District Council exclude the public from the following parts of the proceedings of this meeting confirming:

- a) This resolution is made in reliance on section 48(1)(a) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by section 7 of that Act where a risk of prejudice is minimised by the holding of the whole or the relevant part of the proceedings of the meeting in public; and
- b) The general subject of each matter to be considered while the public is excluded and the reason for passing this resolution in relation to each matter and the specific grounds for the passing of this resolution are as follows:

General subject of each matter to be considered	Ground(s) under section 48(1) for the passing of this resolution	Interest
Item PE26 – Contract award	Section 7(2)(i)	To enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).

Item PE27- Contract award	Section 7(2)(i)	To enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).
Item PE28 – Annual performance review	Section 7(2)(a)	To protect the privacy of natural persons, including that of deceased natural person

## 4. Context | Horopaki

- 4.1. Public excluded agendas and minutes are not available to the public. Where possible, ŌDC will release public information which has been considered during the public excluded part of a meeting.

## 5. Considerations | Ngā whai whakaarotanga

### Significance and engagement

- 5.1. No community consultation is required under the Significance and Engagement Policy.

### Impacts on Māori

- 5.2. Staff consider this report does not have a direct impact on Iwi/Māori greater than any other member of the public.

### Risk analysis

- 5.3. This report seeks to reduce the risks associated with privacy information breaches.

### Policy and plans

- 5.4. There are no policies or plans relevant to this report.

### Legal

- 5.5. Resolutions to exclude the public are made under Section 48 of the Local Government Official Information and Meetings Act 1987.

### Financial

- 5.6. There are no financial impacts resulting from the recommendation.

## 6. Discussion | He kōrerorero

### Option 1: To exclude the public from the meeting

- 6.1. This option seeks to reduce the risk of disadvantaging commercial negotiations by the holding of the relevant part of the proceedings of the meeting with the public excluded.

### Option 2: To decline to exclude the public

- 6.2. This option may potentially expose Ōtorohanga District Council to commercial disadvantage.

**Recommended option and rationale**

6.3. To exclude the public for the parts of the meeting outlined in the recommendation.

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**Closing prayer/reflection/words of wisdom****Karakia/huritao/whakataukī**

The Chairperson will invite a Member to provide the closing words and/or prayer/karakia.

**Meeting closure****Katinga o te hui**

The Chairperson will declare the meeting closed.

**Workshops****Hui awheawhe**

Please refer to page 5 of the agenda for further information.