



Kaipara te Oranganui

**KAIPARA
DISTRICT**

Two Oceans Two Harbours

Externally-Funded Projects Committee Meeting Agenda

Date: Wednesday, 17 March 2021
Time: 9.30 a.m.
Location: Mangawhai Domain
75 Moir Street
Mangawhai

Elected Members: Mayor Dr Jason Smith
Deputy Mayor Anna Curnow
Councillor Victoria del la Varis-Woodcock
Councillor Karen Joyce-Paki
Councillor Jonathan Larsen
Councillor Mark Vincent
Councillor Peter Wethey
Councillor David Wills
Councillor Eryn Wilson-Collins

*For any queries regarding this meeting please contact
the Kaipara District Council on (09) 439 7059*

	Pages
1. Opening	
1.1. Karakia	
1.2. Apologies	
1.3. Confirmation of agenda	
1.4. Conflict of interest declaration	
2. Confirmation of Open minutes 17 February 2021	1
3. Wharves - project update and decision/s	
3.1. Wharves March project update	7
3.2. 970 Pouto design and build - delegation to award contract	13
3.3. Marae Beach Landing funding reallocation	43
4. Water March project update	69
5. Pōuto Road Phase 1 March project update	75
6. Pōuto Road Phase 2 March project update	81
7. Waipoua River Road March project update	87
8. Unsealed Roding Network March project update	93
9. Kaihu Valley Trail March project update	101
10. Mangawhai Shared Path March project update	109
11. Kaiwaka Footbridges March project update	115
12. Kai Hub March 2021 update	121

13.	EFT Programme Financial Overview March 2021	125
14.	EFP Programme Timeline March 2021	129
15.	Resolution to move into Public Excluded Session	133
15.1.	Confirmation of Public Excluded Externally-Funded Projects Committee minutes 17 February 2021	
16.	Return to Open Session	
17.	Closure	

**Minutes of the Ordinary meeting of
Externally-Funded Projects Committee**

Date: Wednesday, 17 February 2021
Time: 9:35 am – 3.25 pm
Location: Lighthouse Function Centre / Te Whare Taonga o Tunatahi
32 Mount Wesley Coast Road
Dargaville

Members Present: Mayor Jason Smith
Deputy Mayor Anna Curnow
Cr Jonathan Larsen
Cr Cr Karen Joyce-Paki
Cr Victoria del la Varis-Woodcock
Cr Mark Vincent
Cr Peter Wethey
Cr David Wills
Cr Eryn Wilson-Collins

1. Opening

1.1 Karakia

Mayor Smith opened the meeting with a karakia.

1.2 Apologies

There were no apologies.

1.3 Confirmation of agenda

Moved: Mayor Smith

Seconded: Cr Vincent

That the Externally-Funded Projects Committee confirms the agenda for the Meeting held 17 February 2021.

Carried

1.4 Conflict of interest declaration

There were no declarations of interest at this time.

2. Minutes

2.1 Confirmation of Minutes 02 December 2020

Moved: Cr Wilson-Collins

Seconded: Cr Vincent

That the unconfirmed minutes of the Externally-Funded Projects Committee meeting held 02 December 2020 be confirmed as a true and correct record.

Carried

3. Wharves February project update

Moved: Mayor Smith

Seconded: Councillor del la Varis-Woodcock

[Secretarial note: Deputy Mayor Curnow joined the meeting at 9.43 am.]

[Secretarial note: Councillor Joyce Paki joined the meeting at 9.45 am.]

That the Externally Funded Projects Committee:

- a) Notes the Wharves February project update.

Carried

4. Pahi Wharf – Agreement for Sale and Purchase

Moved: Cr Curnow

Seconded: Cr Wilson-Collins

That the External Projects Funding Committee:

- a) Approves the Agreement for Sale and Purchase of Pahi Wharf and a Non-exclusive license to occupy.
- b) Delegates the Chief Executive responsibility for endorsing the terms and conditions within the Agreement for Sale and Purchase of Pahi Wharf and Non-exclusive license to occupy.

Carried

5. Pōuto Wharf physical works procurement plan update

[Secretarial note: Cr Larsen left the meeting at 10.28 am]

[Secretarial note: Cr Larsen rejoined the meeting at 10.29 am]

Moved: Cr Wills

Seconded: Mayor Smith

That the Externally Funded Projects Committee:

- A) Approves the updated Procurement Plan for Pōuto Wharf physical works.

Carried

6. Water February project update

Moved: Deputy Mayor Curnow

Seconded: Cr Wilson-Collins

That the Externally Funded Projects Committee:

- a) Notes the Water February project update.

Carried

The Meeting adjourned for morning tea at 10.54 am.

The Meeting reconvened at 11.08 am.

7. Pōuto Road Phase 1 February project update

Moved: Cr Vincent

Seconded: Cr Joyce-Paki

That the Externally Funded Projects Committee:

- a) Notes the Pōuto Road Phase 1 February project update.

Carried

8. Pōuto Road Phase 2 update

[Secretarial Note: Cr Wills declared a conflict of interest in this item and removed himself from the table.]

Moved: Cr Wilson-Collins

Seconded: Deputy Mayor Curnow

That the Externally Funded Projects Committee:

- a) Notes the Pōuto Road Phase 2 update.

Carried

[Secretarial note: Cr Wills returned to the table.]

9. Waipoua River Road February project update

Moved: Cr Joyce-Paki

Seconded: Cr Vincent

That the Externally Funded Projects Committee:

- a) Notes the Waipoua River Road February project update.

Carried

10. Waipoua River Road project contingency

Moved: Mayor Smith

Seconded: Deputy Mayor Curnow

[Secretarial note: Staff presented an alternative recommendation from the one in the report which was moved and seconded.]

That the Externally Funded Projects Committee:

- a) Endorses the option of proceeding with the sealing of Waipoua River Road subject to the team creating a contingency which does not come from Council funds of no less than \$100,000.

[Secretarial note: It was agreed by Mayor Smith and Deputy Mayor Curnow that amendments to the motion be incorporated]

- a) Endorses the option of proceeding with the sealing of Waipoua River Road subject to the team creating a contingency which does not come from Council funds.

[Secretarial note: Cr del la Varis-Woodcock left the meeting 12.19 pm]

[Secretarial note: Cr del la Varis-Woodcock rejoined the meeting 12.21 pm]

Carried

The Meeting adjourned for lunch at 12.49 pm

The Meeting reconvened at 1.17 pm

11. Unsealed Roding Network project update February 2021

Moved: Cr Larsen

Seconded: Cr Wills

That the Externally Funded Projects Committee:

- a) Notes the Unsealed Roding Network project update February 2021.

Carried

12. Kaihu Valley Trail project update February 2021

Moved: Mayor Smith

Seconded: Cr Wilson-Collins

That the Externally Funded Projects Committee:

- a) Notes the Kaihu Valley Trail project update February 2021.

Carried

13. Mangawhai Shared Path February Project Update

Moved: Deputy Mayor Curnow

Seconded: Cr Wethey

That the Externally Funded Projects Committee:

- a) Notes the Mangawhai Shared Path February project update.

Carried

The Meeting adjourned for a short break at 2.14 pm.

The Meeting reconvened at 2.16 pm.

14. Kaiwaka Footbridges February project update

Moved: Cr del la Varis-Woodcock

Seconded: Cr Wills

That the Externally Funded Projects Committee:

- a) Notes the Kaiwaka Footbridges February project update.

Carried

15. Kaiwaka Footbridges procurement plan

Moved: Cr Larsen

Seconded: Cr Wethey

That the Externally Funded Programme Committee

- a) Approves the Kaiwaka footbridges procurement plan including editorial changes made at the meeting as below:

- 4.1 First bullet point, after the words "... southern footbridge" insert the words "on the western side of State Highway one"

Second bullet point, after the words "... northern footbridge" insert the words "on the western side of State Highway one"

[Secretarial note: An interest was declared by Cr Joyce-Paki.]

Carried

Cr Joyce-Paki abstained

16. EFP Programme Financial Overview February 2021

Moved: Cr Wethey

Seconded: Deputy Mayor Curnow

That the Externally Funded Projects Committee:

- a) Notes the EFP Programme Financial Update February 2021.

Carried

17. Te Tai Tokerau Worker Redeployment Package Kaipara District Council Parks – Vegetation clearance & clean ups - Progress Report

Moved: Deputy Mayor Curnow

Seconded: Cr del la Varis-Woodcock

That the Externally Funded Projects Committee:

- a) Notes the Te Tai Tokerau Worker Redeployment Package Kaipara District Council Parks – Vegetation clearance & clean ups - Progress Report

[Secretarial note: Cr Joyce-Paki left the meeting 2.50 pm.]

Carried

18. Resolution to move into Public Excluded Session

Moved: Mayor Smith

Seconded: Cr del la Varis-Woodcock

That the Externally Funded Programme Committee:

- a) Agree that the following items are considered with the public excluded:
Mangawhai Shared Path land Acquisition.

Carried

19. Return to Open Session

The meeting returned to open session at 3.21 pm.

20. Closure

Mayor Smith closed the meeting with a Karakia.

The Meeting closed at 3.25 pm.

Wharves March project update

Meeting: Externally Funded Projects Committee
Date of meeting: 17 March 2021
Reporting officer: Joanne Reid, Programme Manager

Purpose/Ngā whāinga

To update on the progress (including financial status, risks, issues, milestones achieved and next steps) of the Wharves Project.

Recommendation/Ngā tūtohunga

That the Externally Funded Projects Committee:

- a) Notes the Wharves March project update.

Discussion/Ngā kōrerorero

A detailed project update is provided in Attachment A: Externally funded projects (EFP) Wharves status report.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

The projects will continue to progress as specified in the Externally funded projects (EFP) Wharves status report.

Attachments/Ngā tapiritanga

A	Externally funded projects (EFP) Wharves status report March 2021

EXTERNALLY FUNDED PROJECTS: WHARVES

Project Name	Wharves	Date of Report	28/01/2021
Current Phase	Procurement	Project Manager	Mark Bell

COMPONENT	Schedule	Amber	Budget	Amber	Risks/Issues	Amber
PREV. MONTH	Schedule	Green	Budget	Amber	Risks/Issues	Amber
<p>Comment</p> <p>Schedule is currently Amber due to the Pahi project award contract milestone now estimated being mid to late March. Construction will likely achieve June milestone for completion but there is a risk of delay if overrun in construction programme occurs.</p> <p>Budget is currently Amber due to the possible construction budget shortfall for Pouto Wharf. The preferred option currently has an estimated cost range of \$1.8-2.5m to complete the construction phase. The request for tender (RTF) currently issued is designed to encourage innovation to achieve a solution to fit within budget, however there is a risk that this still is not achievable.</p> <p>Risks/ Issues is currently Amber in reflection of the above.</p>						

OVERALL BUDGET (\$)	CURRENT FY BUDGET (\$)	SPEND TO DATE (\$)	BUDGET SPENT TO DATE (%)
4,950,000	4,504,411	1,529,722	34%
	OVERALL BUDGET BY WHARF (\$)	SPEND TO DATE BY WHARF (\$)	
Investigation (all)	950,000	700,247	
Dargaville Pontoon	654,000	656,164	
Pouto Wharf	1,809,000	85,022	
Pahi Wharf	865,000	83,312	
Beach Landing	400,000	4,709	
PROJECT FUNDING ALLOCATIONS			
Infrastructure Reference Group (IRG)			\$
Provincial Growth Fund (PGF)			\$4,950,000
Kaipara District Council			\$
Other (e.g. Waka Kotahi)			\$
PROJECT BUDGET BY PHASE			
INVESTIGATION (\$)	DESIGN (\$)	CONSTRUCTION (\$)	
950,000		\$4M (note: \$4m allocation relates to design and construction phase)	
COMMENTS			

Overall budget includes \$272,000 holding budget (to be assigned to capex project as appropriate once final estimates for Pahi & Pouto are available)

PROJECT BACKGROUND

In June 2019, MBIE allocated \$4,950,000 of funding from the Provincial Growth Fund (PGF) to begin the redevelopment of the Kaipara harbour.

The funding was divided into two tranches, \$950,000 for the investigation and analysis of the financial and economic benefits of a network of wharves and \$4,000,000 for the subsequent construction and implementation of the identified opportunities.

The Dargaville pontoon was opened in October 2020 and design options are currently being refined at Pouto point and Pahi. The project has also investigated the opportunity of creating a beach landing with three maraes, to date none of the three engaged have requested the beach landing be progressed at their location.

UPDATE FROM PREVIOUS MONTH – LAST MONTH'S ACTIVITIES

Dargaville Pontoon

- This component of the wharves project is now closed complete.

Pouto Wharf

- Pouto request for tender (RFT – non-price attributes) is currently live on TenderLink for selected contractors - closing 12 March
- Updated procurement plan approved by the Externally Funded Projects Committee (17 Feb)
- Wharves Advisory Group meeting held 11 February
- Decision paper submitted to Externally Funded Projects Committee (17 March) requesting approved delegation of Authority to Award Contract

Pahi Wharf

- Sale & Purchase Agreement and non-exclusive Licence to Occupy agreement approved by Externally Funded Projects Committee (17 Feb) for execution between KDC and the Regatta Club
- Resource consent application lodged

Beach Landing

- Final close out report for Investigations of Marae Beach Landings recieved

ACTIVITIES GOING FORWARD – THIS MONTH'S ACTIVITIES

Pouto Wharf

- WSP organising interactive workshop for selected contractors
- RFT Evaluation to be held for submitted non-price attributes
- WSP lodging application to DOC for use of the adjacent area to the proposed wharf to be used as laydown for construction
- Award design and build physical works contract

Pahi Wharf

- Resource consent application processing
- Physical works contract award to be made, contracts currently being drafted by WSP

Beach Landing

- Application to MBIE for reallocation of Marae Beach Landing funding (dependant on EFP committee decision paper resolution)

COMMUNITY ENGAGEMENT / MEDIA ACTIVITY PLANNED – NEXT TWO MONTHS**Pahi Wharf**

- Media release (pending purchase agreement execution) via Antenno, social media, Kaipara KickStart newsletter and website, through Kaipara Kōrero newsletter and local newspapers announcing Regatta Club and KDC agreement and sharing construction start dates
- Site blessing prior to start of construction works – date TBC

DECISION PAPERS SUBMITTED: PENDING DECISION**Beach Landing**

- Marae beach landing funding reallocation decision paper to be presented at the Externally Funded Projects Committee meeting on 17th March 2021

Pouto Wharf

- 970 Pouto Design and Build - Delegation to Award Contract decision paper to be presented at the Externally Funded Projects Committee meeting on 17th March 2021

PROJECT MILESTONES	STATUS (R, A G)	BASELINE (PLANNED) COMPLETION DATE)	EXPECTED COMPLETION DATE	COMMENTS
Contract executed	Complete	Complete	Complete	
Dargaville Pontoon complete & opening event	Complete	Complete	Complete	
Beach Landing Confirm potential opportunity to reallocate funding	Complete	Complete	Complete	Pouto wharf project identified as most viable opportunity
Beach Landing Completion of physical works	Green	June 21	June 21	
Pahi Wharf Award physical works contract	Amber	Jan 21	March 21	Delayed due to wharf ownership discussions which are now resolved
Pahi Wharf Construction commencement	Green	Mar 21	Apr 21	Moved as a result of the award target date
Pahi Wharf Construction complete	Green	Jun 21	Jun 21	
Pahi Wharf Opening Event	Green	Jun 21	Jun 21	
Pouto Wharf Detailed business case submitted to MBIE	Complete	Complete	Complete	
Pouto Wharf	Green	Apr 21	Apr 21	

Award physical works contract				
Pouto Wharf Planning & Design	Green	May 21	May 21	
Pouto Wharf Construction commencement	Green	Jun 21	Jun 21	
Pouto Wharf Construction complete	Green	Dec 21	Dec 21	
Pouto Wharf Opening Event	Amber	Dec 21	Dec 21	

OPEN PROJECT RISKS	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
There is a risk there will be insufficient funding to complete all three implementation projects	Amber	Amber	Mark Bell	Mitigations for this risk continue to be forward planning procurements, identifying opportunities for combining scope, providing enough time for responses and encouraging local suppliers.
Pouto Wharf There is a risk the Pouto community's preferred wharf location may not be achievable within the project parameters	Amber	Amber	Mark Bell	This risk is being mitigated via the requested extension to project milestone dates to enable the project to negotiate best solution & value for money for the preferred location
Pouto Wharf Potential delay with consenting process may delay construction commencement.	New Risk	Green	Mark Bell	Risk is being mitigated by consent lodgement in early March will ensure we can meet milestone dates

OPEN PROJECT ISSUES	PREV MONTH (R,A,G)	STATUS R,A,G)	OWNER	COMMENTS
Pouto Wharf The preferred option for Pouto Wharf currently has an estimated cost range of \$1.8-2.5m to complete the construction phase, which presents a budget issue for this component.	Amber	Amber	Mark Bell	Project team to perform value engineering exercise, review procurement strategy and delay construction to align with successful contractors work programme to gain further cost savings. Request submitted to EFP committee for transfer of Bea h landing funds to this project

970 Pouto Design and Build - Delegation to Award Contract

Meeting: Externally Funded Projects Committee
Date of meeting: 17 March 2021
Reporting officer: Mark Bell, Project Manager

Purpose/Ngā whāinga

To seek Council approval to delegate authority to the Mayor and Chief Executive to approve the award of Contract 970: Pouto Wharf Design and Build Physical Works

Executive Summary/Whakarāpopototanga

The Pouto Wharf Design and Build project is part of the Kaipara KickStart programme and the budget of \$1,809,120 is provided via the Provincial Growth Fund (PGF).

There is a political and community driven emphasis on delivering the Pouto Wharf before the end of 2021.

WSP have indicated that the design and construction would take from May through to December 2021, providing the opportunity to have all, or most of, the works completed before the 2021 Christmas break subject to favourable weather conditions.

In the absence of a Externally Funded Projects Committee meeting in April and due to the time pressures surrounding this project to begin design and construct activities early May 2021, we are seeking approval to delegate authority to the Mayor and Chief Executive to approve the award of in line with the selection criteria and approach specified in the Pouto Wharf procurement plan, presented and approved by Externally-Funded Projects Committee on the 17th February 2021.

Recommendation/Ngā tūtohunga

That the Kaipara District Council:

- a) Delegates authority to the Mayor and Chief Executive to approve the award of Contract 970: Pouto Wharf Design and Build Physical Works subject to the contract price being within the approved project budget of \$1,800,000 + GST.

Context/Horopaki

Project Background

Considerable investigative work and consultation for the Pouto wharf site has already taken place as detailed in the existing business case. WSP have been appointed as the Principals Advisor and they have established the Principal's requirements e.g. location of wharf, design parameters, safety, environmental impacts and a process to arrive on a selected tenderer who can deliver within the budget and achieve the principal's requirements.

Physical Works Procurement

A Procurement Plan (Attachment A) for Contract 970, covering the physical works, was approved by Council on the 17 February 2021 (Attachment B), and implementation of the plan is well underway with discussions being held with the prequalified contractors to determine the most cost effective design and negotiate a final contract price.

It is expected that the value of this contract will be in excess of \$750,000 which would exceed the delegated financial authority of the Chief Executive and therefore requires Council approval to award.

It is recommended that Council delegates authority to the Mayor and Chief Executive to award Contract 970, subject to the contract price being within the approved project budget of \$1,800,000 and the Proposed Design meeting the Principals Requirements.

The aim is to reduce delays between the tender evaluation being completed and the award of the contract as the approval to award would not need to wait for the next Externally Funded Projects Committee meeting to occur.

Principals Requirements

Principal requirements (Attachment C) are defined in the request for proposal (RFP) document, these specify that any proposal must meet pre-set technical/ design capabilities and additional criteria including health, safety and environmental practices.

The non-priced response (Attachment D) captures how tenderers will apply innovation and proactivity to achieve value for money, timely completion, training opportunities for local people, and engagement for local suppliers and subcontractors where possible.

The project will evaluate each tender based on the evaluation criteria stipulated in the Procurement plan (Attachment A) and consult with the wharves advisory group for input prior to recommendation to the Mayor and Chief Executive to award contract.

Discussion/Ngā kōrerorero

The preliminary design and consenting of the Pouto Wharf has been progressed and discussions with the prequalified tenderers are currently in progress to arrive at a solution that is fit for purpose and achieves the stated budget. This agenda item is for the award of the physical works contract required to design and construct the Pouto Wharf.

Options

- Option 1: Council approves the delegation of financial authority to the Major and Chief Executive to award Contract 970: Pouto Wharf Design and Build Physical Works
- Option 2: Status quo. A recommendation to award a contract would be taken to either the full Council Meeting at the end of April or the Externally Funded Committee in May. This would delay the start of the project and extend the finish date into 2022 past the timeframes currently permitted by MBIE.

The recommended option is **Option 1**.

Policy and planning implications

There are no policy or planning implications.

Financial implications

The works are being funded 100% through PGF and the current estimated value of the physical works contract exceeds the Chief Executive's delegated financial authority.

Risks and mitigations

There is a risk that if the funding is not committed soon, it could be repurposed to other works.

Delays in awarding a contract would also delay the commencement of the construction works.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

Continue with the procurement and evaluation as specified in the approved procurement plan update (Attachment A).

If the committee delegates authority to award a contract, the recommendation to award will be presented to the Mayor and Chief Executive for approval or rejection, and the recommendation and decision reported to Council as per Kaipara District Council's policies.

Attachments/Ngā tapiritanga

A	970 Procurement Plan Pouto Wharf Physical Works
B	Unconfirmed minutes 17 February
C	Pouto Wharf – Principals requirements
D	Pouto Wharf RFT – Non price attributes

Pōuto wharf physical works procurement plan update

Meeting: Externally Funded Projects Committee
Date of meeting: 17 February 2021
Reporting officer: Mark Bell

Purpose/Ngā whāinga

The purpose of this report is to seek approval for the Physical Works Procurement Plan update for Pōuto Wharf, which will allow the amended procurement process to proceed and the Pōuto project to progress in line with programme expectations.

Executive summary/Whakarāpopototanga

The procurement plan for Pōuto Wharf physical works was approved by Council in October 2020. This plan outlined a three-stage open tender process, including an EOI process to establish a list of proponents, a non-price (weighted) attributes assessment (40%) and a Price assessment (60%).

The preferred location option for Pōuto Wharf (Fisherman's Rock accessed off beach via revetment access path) currently has an estimated cost range of \$1.8-2.5m to complete the construction phase, which presents a budget issue for this component.

To achieve the optimum price, and deliver within budget, the project team have identified that:

- there is a need to be flexible on programme
- there is a need to allow the construction methodology to influence the design of the wharf

The procurement plan has therefore been revised to help the project align with a successful contractor work programme and gain further cost savings.

Recommendation/Ngā tūtohunga

That the Externally Funded Projects Committee:

- a) Approves the updated Procurement Plan for Pōuto Wharf physical works

Context/Horopaki

Since the original procurement plan was signed off in October 2020 and the concept design phase has been completed a revised procurement approach has been proposed. This is still utilising the pre-selected contractors from the Expressions of Interest stage but modifying the design and construct approach.

The primary focus of the procurement is to deliver a wharf under the budget of \$1.8m. The current engineers estimate is \$1.8 to \$2.5m and therefore the procurement has been refined to allow greater flexibility in how and when the wharf will be constructed.

WSP have been appointed as the Principals Advisor and they will establish Principles requirements which will essentially set out the base line requirements – e.g. location of wharf, solid structure, safety and environmental impacts. Areas that are negotiable include carrying capacity and construction methodology and timing.

The Procurement Plan includes a Request for Tender (RFT) which is focused on a selected tenderer who can deliver within the budget. The Non Price component includes an interactive where the proponent can test innovative ideas.

The Preferred Tenderer will then be given the opportunity to price the work and if this comes in under budget (including principle set contingency) they will be awarded the work. If we cannot agree terms, then negotiations with the second placed tenderer will commence and so forth.

Discussion/Ngā kōrerorero

The revised Procurement Plan (970 Procurement Plan – Pōuto Wharf Physical Works) is included at Attachment A.

Options

Option 1: Approve the Physical Works Procurement Plan update

Option 2: Do not approve the Physical Works Procurement Plan update

The recommended option is **option 1**.

The revised procurement approach has been developed through discussions with independent procurement advisors and is considered the best way of delivering this project within budget.

If the plan is not approved, then we would look to revert to the originally stated procurement method however this would be likely to increase budget risks and the project may prove to be unachievable within the existing budget constraints.

Policy and planning implications

Consents will be applied in parallel to the procurement process, this will allow innovations contributed by the Contractor to be incorporated.

Financial implications

There is an increased cost for a design & Construct contract associated with having a Principals Advisor. However overall, this is expected to be offset with a reduction in physical works costs

Risks and mitigations

There is a key risk that we cannot develop a project which can be afforded within the MBIE budget. This procurement plan is a response to that risk.

There is a risk that the Contractor introduces innovations which affect whole of life costs. The Principal Advisor will be evaluating all innovations and as Principal, we retain the right to reject anything which is unacceptable.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

Commence the revised procurement process as outlined in attachment A.

Attachments/Ngā tapiritanga

	Title
A	970 Procurement Plan – Pōuto Wharf Physical Works
B	Confirmed Minutes 28 October 2020
C	Pōuto Wharf Physical Works Procurement Plan (as submitted council 28/10/20)

**Minutes of the Ordinary meeting of
Externally-Funded Projects Committee**

Date: Wednesday, 17 February 2021
Time: 9:35 am – 3.25 pm
Location: Lighthouse Function Centre / Te Whare Taonga o Tunatahi
32 Mount Wesley Coast Road
Dargaville

Members Present: Mayor Jason Smith
Deputy Mayor Anna Curnow
Cr Jonathan Larsen
Cr Cr Karen Joyce-Paki
Cr Victoria del la Varis-Woodcock
Cr Mark Vincent
Cr Peter Wethey
Cr David Wills
Cr Eryn Wilson-Collins

1. Opening

1.1 Karakia

Mayor Smith opened the meeting with a karakia.

1.2 Apologies

There were no apologies.

1.3 Confirmation of agenda

Moved: Mayor Smith

Seconded: Cr Vincent

That the Externally-Funded Projects Committee confirms the agenda for the Meeting held 17 February 2021.

Carried

1.4 Conflict of interest declaration

There were no declarations of interest at this time.

2. Minutes

2.1 Confirmation of Minutes 02 December 2020

Moved: Cr Wilson-Collins

Seconded: Cr Vincent

That the unconfirmed minutes of the Externally-Funded Projects Committee meeting held 02 December 2020 be confirmed as a true and correct record.

Carried

3. Wharves February project update

Moved: Mayor Smith

Seconded: Councillor del la Varis-Woodcock

[Secretarial note: Deputy Mayor Curnow joined the meeting at 9.43 am.]

[Secretarial note: Councillor Joyce Paki joined the meeting at 9.45 am.]

That the Externally Funded Projects Committee:

- a) Notes the Wharves February project update.

Carried

4. Pahi Wharf – Agreement for Sale and Purchase

Moved: Cr Curnow

Seconded: Cr Wilson-Collins

That the External Projects Funding Committee:

- a) Approves the Agreement for Sale and Purchase of Pahi Wharf and a Non-exclusive license to occupy.
- b) Delegates the Chief Executive responsibility for endorsing the terms and conditions within the Agreement for Sale and Purchase of Pahi Wharf and Non-exclusive license to occupy.

Carried

5. Pōuto Wharf physical works procurement plan update

[Secretarial note: Cr Larsen left the meeting at 10.28 am]

[Secretarial note: Cr Larsen rejoined the meeting at 10.29 am]

Moved: Cr Wills

Seconded: Mayor Smith

That the Externally Funded Projects Committee:

- A) Approves the updated Procurement Plan for Pōuto Wharf physical works.

Carried

6. Water February project update

Moved: Deputy Mayor Curnow

Seconded: Cr Wilson-Collins

That the Externally Funded Projects Committee:

- a) Notes the Water February project update.

Carried

The Meeting adjourned for morning tea at 10.54 am.

The Meeting reconvened at 11.08 am.

7. Pōuto Road Phase 1 February project update

Moved: Cr Vincent

Seconded: Cr Joyce-Paki

That the Externally Funded Projects Committee:

- a) Notes the Pōuto Road Phase 1 February project update.

Carried

8. Pōuto Road Phase 2 update

[Secretarial Note: Cr Wills declared a conflict of interest in this item and removed himself from the table.]

Moved: Cr Wilson-Collins

Seconded: Deputy Mayor Curnow

That the Externally Funded Projects Committee:

- a) Notes the Pōuto Road Phase 2 update.

Carried

[Secretarial note: Cr Wills returned to the table.]

9. Waipoua River Road February project update

Moved: Cr Joyce-Paki

Seconded: Cr Vincent

That the Externally Funded Projects Committee:

- a) Notes the Waipoua River Road February project update.

Carried

10. Waipoua River Road project contingency

Moved: Mayor Smith

Seconded: Deputy Mayor Curnow

[Secretarial note: Staff presented an alternative recommendation from the one in the report which was moved and seconded.]

That the Externally Funded Projects Committee:

- a) Endorses the option of proceeding with the sealing of Waipoua River Road subject to the team creating a contingency which does not come from Council funds of no less than \$100,000.

[Secretarial note: It was agreed by Mayor Smith and Deputy Mayor Curnow that amendments to the motion be incorporated]

- a) Endorses the option of proceeding with the sealing of Waipoua River Road subject to the team creating a contingency which does not come from Council funds.

[Secretarial note: Cr del la Varis-Woodcock left the meeting 12.19 pm]

[Secretarial note: Cr del la Varis-Woodcock rejoined the meeting 12.21 pm]

Carried

The Meeting adjourned for lunch at 12.49 pm

The Meeting reconvened at 1.17 pm

11. Unsealed Roding Network project update February 2021

Moved: Cr Larsen

Seconded: Cr Wills

That the Externally Funded Projects Committee:

- a) Notes the Unsealed Roding Network project update February 2021.

Carried

12. Kaihu Valley Trail project update February 2021

Moved: Mayor Smith

Seconded: Cr Wilson-Collins

That the Externally Funded Projects Committee:

- a) Notes the Kaihu Valley Trail project update February 2021.

Carried

13. Mangawhai Shared Path February Project Update

Moved: Deputy Mayor Curnow

Seconded: Cr Wethey

That the Externally Funded Projects Committee:

- a) Notes the Mangawhai Shared Path February project update.

Carried

The Meeting adjourned for a short break at 2.14 pm.

The Meeting reconvened at 2.16 pm.

14. Kaiwaka Footbridges February project update

Moved: Cr del la Varis-Woodcock

Seconded: Cr Wills

That the Externally Funded Projects Committee:

- a) Notes the Kaiwaka Footbridges February project update.

Carried

15. Kaiwaka Footbridges procurement plan

Moved: Cr Larsen

Seconded: Cr Wethey

That the Externally Funded Programme Committee

- a) Approves the Kaiwaka footbridges procurement plan including editorial changes made at the meeting as below:

- 4.1 First bullet point, after the words "... southern footbridge" insert the words "on the western side of State Highway one"

Second bullet point, after the words "... northern footbridge" insert the words "on the western side of State Highway one"

[Secretarial note: An interest was declared by Cr Joyce-Paki.]

Carried

Cr Joyce-Paki abstained

16. EFP Programme Financial Overview February 2021

Moved: Cr Wethey

Seconded: Deputy Mayor Curnow

That the Externally Funded Projects Committee:

- a) Notes the EFP Programme Financial Update February 2021.

Carried

17. Te Tai Tokerau Worker Redeployment Package Kaipara District Council Parks – Vegetation clearance & clean ups - Progress Report

Moved: Deputy Mayor Curnow

Seconded: Cr del la Varis-Woodcock

That the Externally Funded Projects Committee:

- a) Notes the Te Tai Tokerau Worker Redeployment Package Kaipara District Council Parks – Vegetation clearance & clean ups - Progress Report

[Secretarial note: Cr Joyce-Paki left the meeting 2.50 pm.]

Carried

18. Resolution to move into Public Excluded Session

Moved: Mayor Smith

Seconded: Cr del la Varis-Woodcock

That the Externally Funded Programme Committee:

- a) Agree that the following items are considered with the public excluded:
Mangawhai Shared Path land Acquisition.

Carried

19. Return to Open Session

The meeting returned to open session at 3.21 pm.

20. Closure

Mayor Smith closed the meeting with a Karakia.

The Meeting closed at 3.25 pm.

CON970 – Non-Price Response Form

For Pouto Wharf – Design & Build New Structure

February 2021

NON-PRICE ATTRIBUTES

Contents

Contents	2
Introduction	3
Instructions on Using this Form	5
Introduction	6
Profile	6
Point of Contact	6
Attributes	7
Methodology	7
Capability	7
Capacity	8
Anything Else you want us to know about you	8

NON-PRICE ATTRIBUTES

Introduction

Reference	Pouto Wharf Design & Build – Non-Price Attributes
Summary Description and Client Expectations	<p>This RFT is for the detail design & physical works to construct a new wharf at Pouto Point. The wharf's purpose is to allow for passenger ferry operations.</p> <p>A site condition assessment and feasibility study have been completed prior.</p> <p>The Client is seeking a contractor who can add value to the design process by developing unique and innovative solutions given the budgetary and site constraints.</p> <p>It is expected that some of the Principal's Requirements will not be met within the stated budget of the project. As such, all submissions will be considered 'Alternatives'. The submissions will therefore be scored based on which ones meet the most Principal's Requirements within the stated budget.</p> <p>Where a contractor's submission deviates from the Principal's Requirements, the contractor is to clearly state which Principal's Requirements have not been met within their submissions. The contractor is to also state why specific Principal's Requirements have not been met, and where applicable, discuss what mitigation measures have been put in place.</p> <p>However, it should be noted that some requirements are non-negotiable. These are:</p> <ul style="list-style-type: none"> • The new wharf should be useable for berthed vessel passenger access/egress through an expected 'normal' range of water levels (i.e. astronomical tide range) over its 50-year design life. • The need for 'all tide access' over the design life of the structure is also applicable to the path leading to the new wharf. • The new wharf must be able to accommodate the current maximum design vessel size. <p>The Client is also seeking a contractor who is suitably experienced and qualified and will;</p> <ul style="list-style-type: none"> - Implement and maintain high standards of health and safety and environmental practices, - Implement proactive strategies to enable the timely completion of the works, - Provide value for money, - Provide training opportunities for local people, and - Engage with local suppliers and sub-contractors (where applicable)
Contract Organiser	Mark Bell 021 881 773 mbell@kaipara.govt.nz
Client	Kaipara District Council

NON-PRICE ATTRIBUTES

Closing Dates for Questions	** February 2021 at 5pm
Closing Dates for Submission	** February 2021 at 5pm
Submission Process	Submissions shall be via Kaipara District Council's E-Procurement Portal http://www.tenderlink.com/kaipara/ .
Evaluation Method	<p>Non-price written submission criteria (comprising 80% of total):</p> <ul style="list-style-type: none"> Proposed Methodology - 60% Capability - 10% Capacity - 10% <p>Non-price Performance During Interactive Meeting (comprising 20% of total):</p> <ul style="list-style-type: none"> Interactive Meeting – 20% <p>Ability to deliver within budget – Pass / Fail</p>
Conditions of Contract	The final Contract shall be based on NZS 3916:2013.
Additional Documents / Attachments	<ul style="list-style-type: none"> Indicative project timeline Options engineering report – WSP (Pouto Wharf Recommendation Report and Concept Design, 12th November 2020) Kaipara Moana – Asset Condition Assessment Wharf Feasibility Performance Criteria – AR & Associates

NON-PRICE ATTRIBUTES

Instructions on Using this Form

Use this Form in responding to our Registration of Interest.

You may use a different graphic for your proposal but the structure must remain the same as the response template (section headings and sequence). Please make sure you answer all the questions in the same order as the template and that they are limited to the length specified. Failure to answer all the questions in the order specified may result in your tender being considered non-conforming and excluded from consideration.

Page lengths specified for your responses are based on one A4 (single sided) using a font with a minimum size of 10 pt.

Please note that any information you wish to be considered in the evaluation of your response MUST be submitted using the Kaipara District Council's E-Procurement Portal by the allocated closing time. Any information that may be Contractually binding or may influence the outcome of the evaluation process which references an external source will not be considered by the Evaluation Team.

Please ensure your submission includes ALL pertinent Information.

NON-PRICE ATTRIBUTES

Introduction

Profile

Trading name:	
Full legal name (if different):	
Physical address:	
Postal address:	
Registered office:	
Business website:	
Type of entity (legal status):	sole trader / partnership / limited liability company / other please specify
Registration number:	
Country of residence:	
GST registration number:	

Point of Contact

Name:	
Position:	
Phone number:	
Mobile number:	
Email address:	

NON-PRICE ATTRIBUTES

Attributes

If any information you provide is commercially sensitive to your business you must let us know. Please mark the information 'commercially sensitive' or 'Confidential Information'. It is not acceptable to render this whole document confidential unless this is truly the case. The Council has a duty to protect Confidential Information, subject to the exceptions in this document.

If some of an answer is in another document e.g. a marketing brochure, copy and paste the relevant extract into this Form.

Methodology

Weighting	60%
Requirement	To be considered further you must be able to demonstrate that you can complete the design & physical works before the end of 2021 within the scope of the Principal's Requirements (or, where applicable, utilising departures from the Principal's Requirements). Refer to reference timeline attached.

Question 1	Outline the methodology and resources you will use to complete the detail design & physical works within the budget of \$1,800,000 before the end of 2021. Identify any departures from the Principal's Requirements (attached) which would enable the work to be completed within budget. Please include a Project Programme that includes all key milestones and resources.
Answer	
Question 2	Please indicate how you will deal with the remote location of the site, bearing in mind that it is located 1 hour south of Dargaville.
Answer	
Question 3	Please demonstrate your approach to provide work opportunities for local people, and how you will utilise local suppliers and sub-contractors (where applicable).
Answer	

Capability

Weighting	10%
Requirement	To be considered further you must be able to provide evidence that you have previous experience in implementing similar marine infrastructure in a remote environment.

NON-PRICE ATTRIBUTES

Question 1	Please provide examples of three completed projects with similar scope and challenges. Include: <ul style="list-style-type: none"> • a brief description of each project including the design elements, • value of construction costs, • description of your company's contribution • when the works were undertaken (or percentage completed to date if on-going). • provide contact details (names, organisations, cell-phone numbers) for client referees. Include relevant PACE evaluations if available.
Answer	
Question 2	Please provide CVs of key personnel.
Answer	
Question 3	Please demonstrate your ability to work on a project of high community and Iwi importance. Please indicate your commitment to ongoing engagement in partnership with KDC.
Answer	

Capacity

Weighting	10%
Requirement	To be considered further you must possess and be able to commit sufficient resources to successfully complete this project.

Question 1	Please provide a listing of plant and equipment available to perform this work.
Answer	
Question 2	With reference to their current or other commitments alongside this contract, outline your key personnel's % commitment to this project and identify if/how this will change through the duration of the contract.
Answer	

Anything Else you want us to know about you

This is your opportunity to include information not specifically requested by us, but only if it adds value and is relevant to your submission. Please limit to two pages

NON-PRICE ATTRIBUTES

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NON-PRICE ATTRIBUTES

CON970 – Principal's Requirements

For Pouto Wharf – Design & Build New Structure

February 2021

Contents

Contents	2
Principal's Design Criteria	3
Standards, Manuals and Publications	3
Wharf structure design criteria	3
Landside area design criteria	5
Geotechnical Information	5
Principal Supplied Drawings	7

Principal's Design Criteria

The Principal's Design Criteria are described in the following sections:

Standards, Manuals and Publications

The Contractor's Design, and carrying out of the Contract Works shall be in accordance with the version current at time of tender of the following standards, manuals and publications except where amended by these Principals' Requirements. The Contractor shall ensure that the version of the document used incorporates the most recent amendments:

- a) The Building Act
- b) Health and Safety at Work Act 2015
- c) Resource Management Act
- d) Kaipara District Council Engineering Standards
- e) appropriate national and international design codes / standards and guidance, including but not limited to:
 - a. AS/NZS 1170 suite of standards – Structural design actions
 - b. BS 6349 suite of standards – Maritime works
 - c. AS 4997-2005 – Guidelines for the design of maritime structures
 - d. AS 3962-2001 – Guidelines for design of marinas
 - e. PIANC Report 149 Part 4 – Guidelines for marina design
 - f. PIANC Report WG33 – Guidelines for the design of fender systems
 - g. NZS 3603 – Timber structures standard
 - h. NZS 3404 – Steel structures standard
 - i. NZS 3109 – Concrete construction standard

Where the above does not explicitly cover all parts or issues relating to the design or construction, such applicable codes or standards that are applicable in respect of a part or issue shall apply.

Wharf structure design criteria

Maximum Design Vessel: Existing Kaipara Harbour 'MV Kewpie Too' ferry (24 m LOA). The range of smaller design vessels shall be as per the lesser length of typical marina vessel types in Table 4-1 of PIANC Report 149 Part 1, 2016

Design life: 50 years

Design loading: 5 kPa as per Category C3 of AS/NZS 1170.1.

Wharf guardrail loading: Category C5 of AS/NZS 1170.1

Berthing loads: Determined for the maximum size design vessel using the methods in BS 6349-4 and PIANC Report WG33 with the following assumptions:

- Berthing mode = Side berthing, quarter point contact
- Max. angle of approach = 8°
- Approach velocity = 0.3 m/s (AS 3962-2001 for vessels <25 m LOA)
- Factor of safety for abnormal berthing impact = 2 (could be relaxed with justification)
- Softness coefficient, $C_s = 1$
- Berth configuration coefficient, $C_c = 1$ (open berth)

Mooring loads: To be calculated based on the annual wind loading i.e. 100% AEP / 1-year ARI value.

Seismic loading: The wharf shall be considered an importance level 2 (IL2) structure.

Vessels shall be able to berth alongside tidal stairs / landings at the wharf head. The range of design vessel freeboards shall be agreed to determine the setting of landing levels

Sea level rise: 0.45 m in accordance with NZ RCP8.5 M scenario for 2070 (end of 50 year design life)

Storm surge: Allowance for a 2% annual exceedance probability (AEP) / 50-year annual recurrence interval (ARI) storm surge shall be made. The wharf shall be resilient to this magnitude of design event without any requirements for post-event repair to the structure or its fender and mooring systems

Wave action: Site swell wave conditions from wave propagation up the channel after breaking on the shoals at the harbour mouth, including height, period and direction, are unknown and shall be established by appropriate numerical methods. The 2% AEP swell wave height shall be adopted for design.

Directional fetch and depth limited wind wave heights at the site that are locally generated within the harbour shall be verified by appropriate numerical methods. The 2% AEP wind wave height shall be adopted for design.

Preliminary assessment using AS/NZS 1170.2 directional site windspeeds for a MHWS tide level and future sea level rise allowance of 0.45 m yielded the following directional 2% AEP significant wave heights and periods. These indicate the northerly direction governs:

Directional significant wave height (H_s), m, and period (T_s), s															
N		NE		E		SE		S		SW		W		NW	
H_s	T_s	H_s	T_s	H_s	T_s	H_s	T_s	H_s	T_s	H_s	T_s	H_s	T_s	H_s	T_s
2.14	4.68	2.09	4.54	1.71	3.94	* 1.9	6.13	1.74	4.09	0.00	0.00	0.00	0.00	0.00	0.00
* Depth limited condition allowing for charted sandbanks along the relevant fetch direction															

Tides: The new wharf should useable through an expected 'normal' range of water levels (i.e. astronomical tide range) over its 50-year design life, with berthed vessel passenger access/egress by way of tidal landings and stairs at the wharf head. The wharf head shall be positioned such that the range of design vessels can use the berth at all astronomical tidal states.

Underkeel clearance: minimum 2 m for the maximum design vessel draught after allowances for vessel movements under wind, wave and current action.

Accessibility: The wharf access walkway shall be subject to public pedestrian usage

Vehicle Access: Dependent on design and construction methodology of the Contractor (i.e. vehicular access may not be possible if a lightweight narrow aluminum walkway is chosen to keep costs down etc.).

However, if vehicular access is possible, maintenance vehicle access only. In such a case, lockable traffic bollards shall be provided in-front of the access walkway. Vehicle weight limits shall be posted.

Dredging: Dredging shall be avoided or minimised where practicable.

Fender system: The wharf head shall be provided with a fender system of proprietary rubber fender units and facing panels or piles

Fender unit selection will be based on a single unit having the capacity to absorb the abnormal berthing energy of the maximum size design vessel.

Fender unit facing panels shall be steel with a protective paint coating for corrosion resistance, and ultra-high molecular weight polyethylene (UHMWPE) facing units for contact with the vessel hulls (low friction and high wear resistance).

Fender piles (protective coated steel or timber) shall be similarly faced with UHMPE rubbing strips.

Bollards: The wharf head shall be provided with proprietary bollard or cleat units based on a single unit having the capacity to sustain the maximum mooring line load of the maximum size design vessel (i.e. that with the greatest windage area) for the annual wind loading i.e. 100% AEP / 1-year ARI value. Bollard or cleat units will be ductile cast iron with a protective paint coating for

corrosion resistance. The assumed 'six point' conventional mooring line pattern is to be confirmed in agreement with the existing ferry/charter boat operators.

Navigation aids: The requirement for, or omission of, navigation aids and/or lighting of the wharf shall be agreed in consultation with the NRC harbourmaster.

Services: No services shall be provided on the wharf (i.e. potable water, electrical power and lighting etc.).

Stormwater: Stormwater runoff from the deck of the wharf shall not be collected.

Vessel operation and maintenance facilities: No vessel operation and maintenance facilities shall be located on the wharf.

Safety equipment:

Ladder(s): To enable self-rescue in case of falls into the water, safety ladder(s) shall be provided on the perimeter of the wharf head in accordance with the applicable design standards and guidelines.

Lifebuoys: Lifebuoys shall be provided at locations in accordance with the applicable design standards and guidelines. As a minimum there should be separate provisions at the wharf head and on the access walkway.

Guardrails: Stainless steel or aluminium tubular guardrails shall be provided on the access walkway and at the perimeter of the wharf head (where vessel operations permit).

Non-slip surface: The wharf deck shall have a textured all-weather non-slip surface. Beyond the concrete surface finish, additional coatings or tread fixing provisions may be required on stairs, ramps and landings at the wharf head, particularly within intertidal zones.

Signage: Appropriate safety signage will be provided on the wharf in accordance with the applicable design standards and guidelines. Safety signage is expected to relate to load limits, pertinent hazards, emergency contacts and prohibited activities. Requirements will be agreed with KDC and ferry and charter service users.

Deck furniture:

Shelters and seating: No shelters or seating will be provided on the wharf.

Signage: Appropriate passenger and ferry timetable information signage will be provided on the wharf (i.e. not advertisements). Requirements will be agreed with KDC and ferry and charter service users.

Waste collection: No waste collection facilities / bins will be provided on the wharf.

Landside area design criteria

- Provide a land build up area:
 - A path/steps are to be constructed that connect the end of wharf to land. This is to remain above water at all tides levels. This is to be protected by an armoustone revetment to allow for anticipated wave run-up in accordance with 2% AEP design wave heights.
- Storm surge: Allowance for a 2% annual exceedance probability (AEP) / 50-year annual recurrence interval (ARI) storm surge shall be made

Geotechnical Information

- Foundation soils belong to an old dune deposition (Kariotahi Group) and consist of interbedded sand with variable strength cemented layers due the limonitic reactions. The profile can vary from a "hard pan" (UCS >1MPa) to weakly cement sands UCS <0.5MPa)

- CPT tests on the foreshore and terrain evaluation indicate 1 to 2m of cemented sand over highly cement sand or “hard pan”. Offshore the former will have been eroded leaving the highly cemented sand or “hard pan” as the surface material.
- A preliminary design assessment can be made based on a design vertical capacity of 1.25MPa from the steel shell and a lateral capacity of the 2.5MPa below an embedment of 1m.

Principal Supplied Drawings

The detailed design shall be in general accordance with the concept design as shown on the following drawing sheets. However :

Sheet	Rev	Date	Title
C-1101	A	2020-11-11	General Arrangement
C-1102	A	2020-11-11	General Arrangement - Head
C-1103	A	2020-11-11	Access Track Options
C-2101	A	2020-11-11	Long Elevation and Part Section
C-3101	A	2020-11-11	Cross Section and Elevation

Marae Beach Landing funding reallocation

Meeting: Externally Funded Project Committee
Date of meeting: 17 March 2021
Reporting officer: Joanne Reid, Programme Manager

Purpose/Ngā whāinga

To seek approval for the reallocation of the remaining Marae Beach Landing project budget (\$395,292) to the Pouto Wharf project.

Executive summary/Whakarāpopototanga

Due to lack of engagement in the Marae Beach landing proposition, the Ministry of Business, Innovation and Employment (MBIE) have advised they are happy to endorse the reassignment of the remaining beach landing budget (\$395,292) to another proposition within the Wharves funding agreement (Attachment A). The Pouto Wharf project (budget of \$1.8m) currently has an estimated cost range of \$1.8-2.5m to complete the construction phase. This project has been identified as the most suitable candidate for the funding reallocation, to further mitigate the risk of a budget shortfall.

Recommendation/Ngā tūtohunga

That the Externally Funded Projects committee

- a) Approves the reallocation of the Marae Beach landing project budget (\$395,292) to the Pouto Wharf project

Context/Horopaki

In June 2019, MBIE allocated \$4,950,000 of funding from the Provincial Growth Fund (PGF) to begin the redevelopment of the Kaipara harbour. Within this funding, \$400k was allocated to develop a Marae Beach Landing within the Kaipara.

The project investigated the opportunity of creating a beach landing with three maraes, none of the three engaged have requested the beach landing be progressed at their location.

The context behind the marae declines has been shared with MBIE, who have advised they are happy to endorse the reassignment of the remaining beach landing budget (\$395,292) to another proposition within the Wharves funding agreement.

Discussion/Ngā kōrerorero

The preferred option for Pouto Wharf (Fisherman's Rock accessed off beach via revetment access path) currently has an estimated cost range of \$1.8-2.5m to complete the construction phase (project budget is currently \$1.8m). Actions being pursued to bring the project within budget include cost savings through value engineering, contractor innovation and providing flexibility in the construction programme to align with head contractor work programme. To further mitigate the risk of a budget shortfall, Pouto Wharf has been identified as the most suitable candidate for the reallocation of the Marae Beach Landing funding.

Options

Option 1: Approve the reallocation of the remaining Marae beach landing budget (\$395,292) to the Pouto Wharf project

Option 2: Reallocate the remaining Marae beach landing budget (\$395,292) to the Pahi Wharf Project

Option 3: Submit a request to MBIE for the funding to be reallocated to a project outside of the Wharves funding agreement

The recommended option is **option 1**.

Option 1 is the recommended option in reflection of the identified budget shortfall within the Pouto Wharf project.

Option 2 is not recommended due to the current Pahi wharf budget being sufficient for the scope of the project.

Option 3 is not recommended due to feedback from MBIE that a request to re-allocate outside of the Wharves funding agreement would likely be unsuccessful and may put the funding assignment at risk of being rescinded.

Policy and planning implications

None

Financial implications

None

Risks and mitigations

There is a risk the budget requirement for Pouto Wharf continues to exceed the available budget post Marae Beach Landing funding transfer, this risk will be managed by the team through the mitigations mentioned in the discussion section of this paper.

There is a risk the Pahi wharf project costs exceed budget post the transfer of Marae Beach Landing funds to the Pouto wharf project. This risk is deemed acceptable due to the current issue regarding budget on the Pouto Wharf project.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

Formally apply to MBIE requesting the reallocation of Marae Beach Landing funding to the Pouto Wharf project.

Attachments/Ngā tapiritanga

	Title
A	Kaipara Wharves funding agreement



**PROVINCIAL
GROWTH
FUND**

FUNDING AGREEMENT

BETWEEN

**MINISTRY OF BUSINESS,
INNOVATION AND EMPLOYMENT**

AND

KAIPARA DISTRICT COUNCIL

FOR

KAIPARA WHARVES

Date of Agreement:

2019

PART 1: KEY DETAILS

1. Parties	<p>MINISTRY The Sovereign in right of New Zealand, acting by and through the Chief Executive of the Ministry of Business, Innovation and Employment (Ministry)</p> <p>RECIPIENT Kaipara District Council a territorial authority listed in Part 2 of Schedule 2 to the Local Government Act 2002 (Recipient)</p>
2. Funding Start Date	Commencement Date
3. End Date	31 December 2020
4. Background	<p>Through the Provincial Development Unit, the Ministry is responsible for administering the Provincial Growth Fund, which aims to lift productivity potential in New Zealand's provinces.</p> <p>The Recipient delivers all the normal services of a District Council.</p> <p>This project aims to begin the redevelopment of the biggest harbour in New Zealand. An investigation and analysis of financial and economic benefits for a network of wharves together with stakeholder engagement will be conducted, followed by the development of detailed planning required for subsequent phases of the project.</p> <p>It is one of three projects in a combined "Kaipara Kick-start" package, the other two projects focus on Roads and Kai.</p> <p>The Recipient has sought a funding contribution from the Ministry for the purposes of the Project described below. The Ministry has agreed to contribute funding on the terms and conditions of this Agreement (Agreement).</p> <p>Key details of this Agreement are set out in this Part 1. The full terms and conditions are set out in Part 2. Defined terms and rules of interpretation are set out in Part 3.</p>
5. Conditions Precedent	<p>No Funding is payable under this Agreement until the Ministry has confirmed to the Recipient in writing that it has received, and found, in its sole discretion, to be satisfactory to it in form and substance, the following documents and evidence:</p> <ul style="list-style-type: none"> a. The Recipient's Programme Steering Group has been established and an appropriate Terms of Reference developed. The members of the Steering Group must be appropriately skilled and experienced.
6. Project	<p>Overview</p> <p>This project is known as "Wharves" and is intended to assist in making the Kaipara Harbour accessible to tourism and the horticulture industry, providing a lasting connection to Auckland and providing a sustainable future for the Kaipara.</p> <p>Wharves Analysis</p> <p>The Wharves Analysis will include a staged analysis for a series of wharves and</p>

ferry services at several sites in the Kaipara Harbour (part of the Kaipara Moana Activation Plan).

The primary focus of analysis is to recommend which wharves should be upgraded/built, to what extent or function, and the staging of proposed work.

The Wharves Analysis will at all times consider:

- (a) alignment with the PGF criteria and objectives; and
- (b) value for money.

The Wharves Analysis will include a business case that will outline the costs of constructing a series of inner Kaipara harbour wharves (in proximity to Marae) and associated connecting ferries to determine whether the proposal has merit.

The Wharves Analysis shall also determine the relative functions of the wharves (i.e. passenger vs car ferries).

In particular, the Recipient shall ensure that the Wharves Analysis is designed to:

- (a) Undertake engineering assessments of all current wharves on Kaipara Harbour and estimate work to upgrade/replace/build;
- (b) Conduct commercial and financial analysis to find revenue streams and outline operational ownership and management options (e.g. value capture to fund infrastructure); and
- (c) Develop business case to phase wharf projects around highest overall value and linkages with dependent projects (e.g. roads, kai and tourism) includes Auckland to ensure city linkages are in place.

Implementation of Wharves Analysis

1. The next phase of the project involving the implementation of the Wharves Analysis will be dependent on the outcome of the analysis in order to unlock funding for specific projects. The physical works cost estimate and priorities to be confirmed in the business case of the Wharves Analysis.
2. The Parties note that funding for the Wharves Analysis phase is \$0.95million. A further \$4.0 million has been approved in principle ('In-Principle Approved Amount') by Regional Economic Development Ministers, who have delegated authority to certain Ministers to authorise expenditure up to the approved amount following satisfactory completion of investigations. The drawdown of this In-Principle Approved Amount shall require the following criteria to be met:
 - (a) Completion of the relevant investigation;
 - (b) Exclusion from the NLTP following assessment against NLTP priorities, or the Recipient is unable to meet its local share for projects in the NLTP;
 - (c) Alignment with PGF criteria and objectives; and
 - (d) Demonstrates how the proposed project will deliver expected outcomes and value for money.
3. Following completion of the relevant investigations, the Recipient will provide confirmation of whether:
 - a. Any of the identified priority implementation physical work are eligible for funding from the NLTF; and

	<p>b. If any of the identified priority implementation physical work are eligible for NLTF funding, what the status of the funding is. This includes Regional Land Transport Plan and Regional Public Transport Plan status, National Land Transport Programme status, NLTF funding approval status, and Kaipara DC local share availability.</p> <p>4. When the Ministry is satisfied with the further works proposed by the Recipient (the results of the Investigations), having consulted with NZTA on NLTF funding eligibility, the Ministry together with the Ministry of Transport, will put up a briefing to the delegated Ministers to request a drawdown of, part or all of, the In-Principle Approved Amount.</p> <p>5. Any additional PGF funding approved in accordance with paragraphs 2 and 3 above, will be recorded by way of a variation to this Agreement which will include an update to the Project Deliverables.</p> <p>6. The Recipient acknowledges that other than as set out in paragraphs 2, 3 & 4 directly above, there is no further PGF funding to deliver the Project other than the Funding provided under this Agreement.</p> <p>The expected outcomes for the Project shall include:</p> <ul style="list-style-type: none">- increased direct employment opportunities;- improve viability of existing businesses and create new businesses;- increase social inclusion and participation;- complement existing local visitor activities;- better use of iwi assets and Māori development; and- increased regional resilience.						
<p>7. Project Deliverables and Instalments</p>	<p>Wharves Analysis</p> <p>The Recipient is to complete the following Wharves Analysis to the satisfaction of the Ministry by the following dates:</p> <table><tr><th>Due Date</th><th>Development Phase Deliverable</th><th>Instalment payable on completion NZD\$ (excluding GST)</th></tr><tr><td>30/06/2019</td><td>Funding Agreement executed by both parties</td><td>Up to \$50,000</td></tr></table>	Due Date	Development Phase Deliverable	Instalment payable on completion NZD\$ (excluding GST)	30/06/2019	Funding Agreement executed by both parties	Up to \$50,000
Due Date	Development Phase Deliverable	Instalment payable on completion NZD\$ (excluding GST)					
30/06/2019	Funding Agreement executed by both parties	Up to \$50,000					

31/08/2019	Recipient entered into a contract with third party providers approved by the Ministry for infrastructure investigations Feasibility Study and Business Case development.	Up to \$100,000
30/09/2019	<p>Scope and timetable of Feasibility Study. submitted to the Ministry incorporating the Objectives and any Ministry requirements</p> <p>Value Assurance</p> <p>In order to provide value assurance, the parties will meet at this stage to discuss the progress of the Wharves Analysis and whether the project should proceed. If the Ministry determines that the project does not have merit (in its sole discretion) it may terminate on 20 working days' notice.</p>	Up to \$50,000
28/02/2020	Draft Feasibility Study submitted to the Ministry	Up to \$350,000
30/04/2020	Final Feasibility Study submitted to the Ministry which addresses the Objectives and any Ministry feedback	Up to \$300,000

31/05/2020	Business Cases submitted to the Ministry	\$100,000
30/06/2020	Final Report submitted to the Ministry	N/A
TOTAL		Up to \$950,000.00

For the avoidance of doubt, if any amount of Funding under any deliverable above remains underutilised, such Funding amount may be carried over and is available for the subsequent deliverable(s). The Recipient will advise the Ministry's Contact Person in writing.

Implementation of Wharves Analysis

To be added as a variation in accordance with Item 6, Part 1. For the avoidance of doubt, any variation shall contain the Ministry's standard pre-conditions, standard contractual requirements (including insurance and reporting requirements), NZTA requirements (if applicable), deliverables and provisions for a further grant of this nature (substantively based on those provisions in the current Ministry template).

8. Key Personnel	Louise Miller - Chief Executive (KDC) Diane Bussey – Programme Manager (KDC)
9. Approved Contractors	As approved in writing by the Ministry (such consent not to be unreasonably withheld or delayed).
10. Funding	<p>The total Funding available under this Agreement is up to NZ\$4,950,000 (four million dollars) plus GST (if any). This is the Total Maximum Amount Payable. The Funding is subject to the following sub-limits:</p> <ul style="list-style-type: none"> (a) in respect of the Wharves Analysis, up to NZ\$950,000 plus GST (if any); and (b) following delivery of the Pre-feasibility Phase Report, in respect of the Implementation of Wharves Analysis, up to NZ\$4,000,000 plus GST (if

	<p>any).</p> <p>The Funding will be paid in instalments on the payment dates set out in item 7, subject to completion of the relevant Project Deliverable; receipt of a Payment Request in accordance with clause 1 of Part 2 and the terms and conditions of this Agreement.</p>
11. Co-Funding	<p>The Recipient is not required to contribute any co-funding, however if any is received it be reported on (item 12)</p> <p>NLTF co-funding is not expected for the Project Deliverables. The Recipient, if necessary, will work with the NZTA to support the NLTF funding approval process, including but not limited to business case requirements, if the required investigations indicate eligibility for NLTF funding.</p>
12. Reporting	<p>The Recipient will provide the Ministry with:</p> <ol style="list-style-type: none"> 1. Quarterly reports by the 10th Business Day following the end of each quarter; and 2. A Final Report by the 10th Business Day following the submission of the final Deliverable. <p>Each quarterly report must include the following information:</p> <ol style="list-style-type: none"> (a) Description and analysis of actual progress of the Project against planned progress; (b) A summary of Funding and any co-funding received for the Project, and a summary of expenditure, actual against budgeted; (c) Plans for the next quarter; (d) Any major risks arising or expected to arise with the Project, costs or performance of this Agreement; (e) Copies of any proposed and any published promotional material, media publicity or other documentation relevant to the Project; and (f) Any other information that is notified by the Ministry in writing to the Recipient on no less than 10 working days' notice from the Ministry that the information be included in the next quarterly report. <p>The Final Report must include the following information:</p> <ol style="list-style-type: none"> (a) Description and analysis of actual progress of the Project against planned progress; (b) A summary of Funding and any co-funding received for the Project, and a summary of expenditure, actual against budgeted; (c) Detail the Recipient's proposed next steps; (d) Copies of any proposed and any published promotional material, media publicity or other documentation relevant to the Project; and <p>Any other information that is notified by the Ministry in writing to the Recipient on no less than 10 working days' notice from the Ministry that the information be included in the final report.</p>

13. Insurance	Refer to Part 2, Section 3.17.	
14. Special Terms	<ol style="list-style-type: none"> 1 The Recipient will prudently oversee the Project (including the Project Steering Group) and will ensure all contractors have accountability and deliver the upgrade works on time, within budget and to meet all relevant codes, consent/Authorisation requirements, as required for such works to be undertaken. 2 The Recipient will ensure the project is constructed to the appropriate standards and meets all statutory and best industry practice, including the appropriate safety audits. 3 Upon completion of the Project, the Recipient will maintain the completed Project and related assets in accordance with best industry practice, in any way necessary to be maintained in good and substantial repair and condition and, as appropriate, in good working order. <p>Focus Group</p> <p>The Recipient shall establish a focus group, as part of stakeholder engagement, to provide a community perspective on which wharves should be upgraded/built, to what extent or function, and the staging of proposed work (Focus Group).</p> <p>The Focus Group shall include, without limitation, representatives of local fishing and recreation groups. The Focus Group will meet regularly and make recommendations which will be considered by the Advisory Group in developing the project deliverables for consideration by the Programme Steering Group.</p> <p>The Recipient shall also provide information/updates about the Project for all identified stakeholders/stakeholder groups (including the Focus Group).</p> <p>Membership to the Focus Group shall not preclude membership of the Advisory Group.</p>	
15. Contact Person	Ministry's Contact Person: Name: Leah MacDonell Email: leah.macdonell@mbie.govt.nz	Recipient's Contact Person: Name: Diane Bussey Email: dbussey@kaipara.govt.nz
16. Address for Notices	To the Ministry: 15 Stout Street, PO Box 1473 Wellington 6140 Attention: Provincial Development Unit Email: monitorpgf@mbie.govt.nz	To the Recipient: Private Bag 1001 Dargaville 0340 Attention: Diane Bussey Email: dbussey@kaipara.govt.nz

SIGNATURES

SIGNED for and on behalf of the
**SOVEREIGN IN RIGHT OF NEW
ZEALAND** by the person named below,
being a person duly authorised to
enter into obligations on behalf of the
Ministry of Business, Innovation and
Employment:



Name: *ROBERT PIGEON*
Position: *Head of PDU.*
Date: *20/6/19.*

SIGNED for and on behalf of the
RECIPIENT by the person named below,
being a person duly authorised to enter
into obligations on behalf of the
Recipient:



Name: *Louise Miller*
Position: *Chief Exec Officer*
Date: *13 June 2019.*

END OF PART 1

PART 2: GENERAL TERMS

1 FUNDING

- 1.1 The Ministry will pay the Funding (up to the "Total Maximum Amount Payable" specified in the Key Details) to the Recipient, subject to the terms of this Agreement. The Recipient must use the Funding on Eligible Costs.
- 1.2 The Recipient must submit a Payment Request to monitorpgf@mbie.govt.nz and copying in the Ministry's Contact Person in accordance with item 7 (Project Deliverables and Instalments) of the Key Details.
- 1.3 Each Payment Request is to be signed by the Chief Executive and an authorised signatory of the Recipient and must be in the form set out in the Schedule and include the confirmations set out therein, and must include:
- (a) the amount of Funding requested, which must not exceed the Instalment set out in item 7 of the Key Details;
 - (b) a breakdown of total Eligible Costs incurred by the Recipient and confirmation that such costs are Eligible Costs for the purpose of this Agreement and have been paid or are currently due and payable (not required for any initial payment to be paid on the Commencement Date);
 - (c) copies of invoices received by the Recipient from third parties in relation to the Eligible Costs where those Eligible Costs are more than \$1,000 (on an individual basis or when grouped by supplier or subject matter) and statements and accounts showing the Eligible Costs incurred;
 - (d) if the Payment Request includes a GST component, contain a valid GST invoice complying with the Goods and Services Tax Act 1985;
 - (e) confirmation that no Termination Event is subsisting and that each of the warranties under clauses 3 and 7 of this Agreement are correct as at the date of the Payment Request; and
 - (f) contain any other information required by the Ministry.
- 1.4 The Ministry is not required to pay any Funding in respect of a Payment Request:
- (a) where the Ministry is not satisfied with the progress of the Project;
 - (b) if any Project Deliverable(s) have not been completed by the relevant "Completion Date" specified in the Key Details;
 - (c) if the Ministry is not satisfied with the information that is contained within, or provided in connection with, the quarterly reports or the Payment Request noting that in the context of the Payment Request the Ministry may elect to pay the Recipient for certain Eligible Costs that are the subject of the Payment Request and withhold payment for other Eligible Costs that the Ministry disputes;
 - (d) if the Ministry is not satisfied that the Recipient has applied Co-Funding in accordance with clause 2(a)(ii) of this Agreement;
 - (e) if payment will result in the Funding exceeding the "Maximum Amount Payable";

- (f) while there are one or more Termination Event(s);
- (g) if this Agreement has expired or been terminated; and/or
- (h) while the Recipient is in breach of this Agreement.

1.5 Subject to the terms of this Agreement, the Ministry will pay each valid Payment Request by no later than the 20th day of the month after the month the Payment Request is dated, and if such day is not a Business Day, on the next Business Day.

2 CO-FUNDING

The Recipient must:

- (a) ensure that during the term of this Agreement the Co-Funding:
 - (i) is and remains secured and available to the Recipient to be applied towards the Project on the same terms and conditions approved by the Ministry; and
 - (ii) is applied to Eligible Costs proportionally with Funding provided under this Agreement; and
- (b) immediately notify the Ministry if it becomes aware of any circumstances that may result in the Co-Funding (or any part of the Co-Funding) not being secured and available to the Recipient to be applied towards the Project.

3 RECIPIENT'S RESPONSIBILITIES

Standards and compliance with laws

- 3.1 The Recipient will use reasonable endeavours to undertake the Project as described in this Agreement.
- 3.2 In undertaking the Project, the Recipient will comply with all applicable laws, regulations, rules and professional codes of conduct or practice.

Deliverables, Key Personnel, Contractors and the Project

- 3.3 The Recipient will ensure that the Deliverables and the Project are carried out:
 - (a) promptly with due diligence, care and skill, and in a manner that meets or exceeds Best Industry Practice;
 - (b) by appropriately trained, qualified, experienced and supervised persons; and
 - (c) in accordance with any directions of the Ministry, notified by the Ministry in writing from time to time.
- 3.4 The Recipient will ensure that the Deliverables are completed by the relevant "Completion Date" specified in the Key Details.
- 3.5 The Recipient will ensure that the Key Personnel undertake their respective roles in connection with the Project as specified in the Key Details, except as otherwise approved in writing by the Ministry.



If any Key Personnel become unavailable to perform their role, the Recipient must promptly arrange replacement Key Personnel acceptable to the Ministry.

3.6 The Recipient may not contract (either directly or indirectly) the delivery of the Project or any of its obligations under this Agreement or the related construction contract except where:

- (a) it has the Ministry's prior written approval (which may be given on any conditions specified by the Ministry);
- (b) the contractors are named as "Approved Contractors" in respect of particular roles in the Key Details; or
- (c) the contract is for less than \$100,000.

3.7 The Recipient is responsible for the acts and omissions of any contractors.

3.8 The Recipient will ensure (and will procure that the head contractor when engaging with any other contractor ensures) that all agreements it enters into with contractors or any other party in connection with the Project are on an "arm's length" basis, provide value-for-money and do not give rise to any Conflict of Interest. The Recipient must provide the Ministry with reasonable evidence of compliance with this clause 3.8 in response to any request by the Ministry from time to time.

Information Undertakings

3.9 The Recipient will provide the Ministry with the reports (if any) specified in the Key Details, in accordance with the timeframes and reporting requirements set out in the Key Details.

3.10 The Recipient will provide the Ministry with any other information about the Project requested by the Ministry within the timeframe set out in the request.

3.11 The Recipient shall promptly notify the Ministry if:

- (a) the Recipient (or any of its personnel or contractors) becomes aware of, or subject to, a Conflict of Interest;
- (b) the Recipient becomes aware of any matter that could reasonably be expected to have an adverse effect on the Project, or result in a Termination Event or a breach of any term of this Agreement by the Recipient.

3.12 The Recipient will not at any time do anything that could reasonably be expected to have an adverse effect on the reputation, good standing or goodwill of the Ministry. The Recipient will keep the Ministry informed of any matter known to the Recipient which could reasonably be expected to have such an effect.

Funding, records and auditors

3.13 The Recipient will receive and manage all Funding in accordance with good financial management and accounting practices and to a high standard that demonstrates appropriate use of public funds.

3.14 The Recipient must keep full and accurate records (including accounting records) of the Project, and retain them for at least 7 years after the last payment of Funding under this Agreement. The

Recipient must permit the Ministry (or any auditor nominated by the Ministry) to inspect all records relating to the Project and will allow the Ministry and/or the auditor access to the Recipient's premises, systems and personnel for the purposes of this inspection.

- 3.15 The Recipient must appoint a reputable firm of chartered accountants as auditors to audit its financial statements in relation to the use of the Funding.

Maintenance

- 3.16 Upon completion of each Project Deliverable, the Recipient will ensure the maintenance of and maintain the completed facilities and assets in accordance with best industry practice, in any way necessary to be maintained in good and substantial repair and condition and in good working order.

Insurance

- 3.17 The Recipient must effect and maintain insurance that is adequate to cover its obligations under this Agreement, plus any other insurance specified in the Key Details. The Recipient will, on request, provide the Ministry with evidence of its insurance cover required under this clause.

Health and Safety

- 3.18 Without limiting its other obligations under this Agreement, the Recipient will:
- (a) consult, cooperate and coordinate with the Ministry to the extent required by the Ministry to ensure that the Ministry and the Recipient will each comply with their respective obligations under the Health and Safety at Work Act 2015 as they relate to this Agreement and the Project;
 - (b) perform its, and ensure that the contractors perform their, obligations under this Agreement and the Project (as applicable) in compliance with its and their obligations under the Health and Safety at Work Act 2015;
 - (c) comply with all directions of the Ministry relating to health, safety, and security; and
 - (d) report any health and safety incident, injury or near miss, or any notice issued under the Health and Safety at Work Act 2015, to the Ministry to the extent that it relates to, or affects, this Agreement or the Project.

4 PROJECT GOVERNANCE

- (a) If advised in writing by the Ministry the Recipient will:
 - (i) provide reasonable notice to the Ministry of all Project management group meetings and Project governance group meetings; and
 - (ii) provide copies of all documents and notices to be tabled at the Project management group meetings and Project governance group meetings to the Ministry no later than a reasonable period prior to the meetings, and the minutes of those meetings within a reasonable period after each meeting
- (b) The Ministry may appoint observers who will be entitled to attend and speak at all Project management group meetings and Project governance group meetings (but will not be entitled to vote on any matter at those meetings).

5 INTELLECTUAL PROPERTY

- 5.1 The Ministry acknowledges that the Recipient and its licensors own all pre-existing intellectual property which they contribute to the Project, and all new intellectual property which they create in the course of the Project.
- 5.2 The Recipient grants an irrevocable, perpetual, royalty-free, sub-licensable licence to the Ministry to use all reports, documents, information and other materials created or provided by the Recipient to the Ministry under or in connection with the Project and this Agreement.
- 5.3 The Recipient warrants that it has obtained (or will obtain, prior to creation of each relevant work) all rights and permissions necessary to enable the grant and exercise of the licence in clause 5.2 without infringing the intellectual property rights of any third party.

6 TERM AND TERMINATION

- 6.1 This Agreement will be effective on and from the Commencement Date, which will be the latest to occur of:
 - (a) the date this Agreement has been signed by both parties; and
 - (b) the date on which the Ministry has provided written notice to the Recipient that the Conditions Precedent specified in the Key Details have either been satisfied (in the opinion of the Ministry) or waived by the Ministry.
- 6.2 This Agreement will remain in force until the End Date, unless terminated in accordance with this Agreement (the **Term**).
- 6.3 The Ministry can terminate this Agreement with immediate effect, by giving notice to the Recipient, at any time while:
 - (a) the Ministry reasonably considers that the Recipient has become or is likely to become, insolvent or bankrupt;
 - (b) the Recipient is subject to the appointment of a liquidator, receiver, manager or similar person in respect of any of its assets;
 - (c) the Recipient has ceased to carry on its operations or business (or a material part of them) in New Zealand; or
 - (d) any one or more of the follow events or circumstances remains unremedied:
 - (i) the Recipient is materially in breach of any obligation, or a condition or warranty, under this Agreement;
 - (ii) the Recipient has provided the Ministry with information in connection with or under this Agreement that (whether intentionally or not) is materially incorrect or misleading, and/or omits material information;
 - (iii) the Ministry reasonably considers that this Agreement or the Project has caused, or may cause, the Ministry and/or the New Zealand Government to breach any legal obligations (including its international trade obligations);
 - (iv) the Recipient abandons the Project;

- (v) the Recipient is involved in any intentional or reckless conduct which, in the opinion of the Ministry, has damaged or could damage the reputation, good standing or goodwill of the Ministry, or is involved in any material misrepresentation or any fraud;
- (vi) the Recipient (or any of its personnel or contractors) is subject to a Conflict of Interest which cannot be managed to the Ministry's satisfaction; or
- (vii) any change in law, regulations, government policy or other circumstances materially affects the Ministry's ability to perform its obligations under this Agreement.

6.4 However, where the Ministry considers that a Termination Event set out in clause 6.3(d) can be remedied, the Ministry will give notice to the Recipient requesting a remedy, and will not exercise its right of termination unless the relevant event remains unremedied for at least 14 days (or any longer period agreed with the Recipient) after that notice has been provided by the Ministry.

6.5 The Ministry may recover Funding from the Recipient as follows:

- (a) **Misspent Funding.** At any time the Ministry may recover the amount of any Funding that has been spent or used other than in accordance with this Agreement, together with interest on all such amounts calculated at 10% per annum from the date of the misspending to the date the money is repaid.
- (b) **Co-Funding not provided.** On expiry or termination of this Agreement, if Co-Funding has not been used for the Project, the Ministry may recover an amount that represents the same proportion of the Funding as the proportion of Co-Funding that has not been used is of the total Co-Funding.
- (c) **Project abandoned.** If the Recipient has abandoned the Project or stated an intention to abandon the Project, and does not within 10 Business Days of being requested to do so by the Ministry demonstrate to the Ministry's satisfaction that the Recipient will proceed with the Project, the Ministry may recover an amount up to the total value of the Funding, provided the Ministry may not recover under this subclause if the Recipient satisfies the Ministry that it acted on reasonable grounds in deciding to abandon the Project.

6.6 Clauses 1.5, 3.2, 3.13, 3.14, 3.16, 5, 6, 7, 8, 9, 10, 10.1, 12 and 13 survive expiry or termination of this Agreement, along with any other parts of this Agreement necessary to give effect to those provisions. Expiry or termination of this Agreement does not affect any accrued rights, including any rights in respect of a breach of this Agreement or Termination Event that occurred before expiry or termination.

7 WARRANTIES

7.1 The Recipient warrants that, in the course of its activities in connection with the Project, it will not infringe any intellectual property or other rights of any third party.

7.2 The Recipient warrants that, as at the date of this Agreement:

- (a) all information and representations disclosed or made to the Ministry by the Recipient in connection with this Agreement are true and correct, do not omit any material matter, and are not likely to mislead or deceive the Ministry as to any material matter;

- (b) it has disclosed to the Ministry all matters known to the Recipient (relating to Project, the Recipient or its personnel) that could reasonably be expected to have an adverse effect on the reputation, good standing or goodwill of the Ministry; and
- (c) it is not aware of any material information that has not been disclosed to the Ministry which may, if disclosed, materially adversely affect the decision of the Ministry whether to provide the Funding.

7.3 The Recipient acknowledges that the Ministry has entered into this Agreement in reliance on these warranties.

7.4 The Recipient acknowledges and agrees that the Ministry has made no warranty or representation that any funding or financial support is or will be available to the Recipient in respect of the Project other than the Funding.

8 LIABILITY

8.1 The maximum liability of the Ministry under or in connection with this Agreement, whether arising in contract, tort (including negligence) or otherwise, is limited to the total amount of Funding paid or payable under this Agreement.

8.2 The Ministry is not liable for any claim under or in connection with this Agreement, whether arising in contract, tort (including negligence) or otherwise, where such claim is or relates to any loss of profit, loss of revenue, loss of use, loss of reputation, loss of goodwill, loss of opportunity (in each case whether direct, indirect or consequential) or any other indirect, consequential or incidental loss or damages of any kind whatsoever.

9 CONFIDENTIALITY

9.1 Subject to clause 9.2 and 9.3, each party will keep the other party's Confidential Information in confidence, and will use or disclose that Confidential Information only to the extent necessary to perform its obligations, and/or take the intended benefit of its rights, under this Agreement. However, this will not prohibit:

- (a) either party from using or disclosing any information with the written prior consent of the other party;
- (b) use or disclosure of information that has become generally known to the public other than through a breach of this Agreement;
- (c) either party from disclosing information to its personnel or contractors with a need to know, so long as the relevant personnel and contractors use the information solely to enable that party to perform its obligations and/or take the intended benefit of its rights under this Agreement, and so long as they are informed of the confidential nature of the information and in the case of the Recipient, the Recipient receives an acknowledgement from its personnel or contractors that they acknowledge, and will comply with, the confidentiality obligations in this Agreement as if they were party to it;
- (d) disclosure required by any law, or any compulsory order or requirement issued pursuant to any law; or
- (e) the Ministry from using or disclosing to any third party any Licensed Work, provided that prior to any such disclosure the Ministry removes all information that is commercially sensitive to the Recipient from the relevant work.

- 9.2 The Recipient acknowledges and agrees that nothing in this Agreement restricts the Ministry's ability to:
- (a) discuss, and provide all information in respect of, any matters concerning the Recipient, the Project or this Agreement with any Minister of the Crown, any other government agency or any of their respective advisors;
 - (b) meet its obligations under any constitutional or parliamentary convention (or other obligation at law) of or in relation to the New Zealand Parliament, the New Zealand House of Representatives or any of its Committees, any Minister of the Crown, or the New Zealand Auditor-General, including any obligations under the "no surprises" policy advised by Ministers of the Crown; and
 - (c) publicise and report on the awarding of the Funding, including the Recipient's and any of its contractor's names, the amount and duration of the Funding and a brief description of the Project, on websites; in media releases; general announcements and annual reports.
- 9.3 The Recipient acknowledges that:
- (a) the contents of this Agreement; and
 - (b) information provided to the Ministry,

may be official information in terms of the Official Information Act 1982 and/or the Local Government Official Information and Meetings Act 1987 and, in line with the purpose and principles of the Official Information Act 1982 those Acts, this Agreement and such information may be released to the public unless there is good reason, in terms of under the Official Information Act 1982, (for the Ministry) or Local Government Official Information and Meetings Act 1987 (for the Recipient) to withhold it.

10 MEDIA AND COMMUNICATIONS

- 10.1 Before making any media statements or press releases (including social media posts) regarding this Agreement and/or the Ministry's involvement with the Project, the Recipient will consult with the Ministry, and will obtain the Ministry's prior approval to any such statements or releases.
- 10.2 The Recipient will refer any enquiries from the media or any other person about the terms or performance of this Agreement to the Ministry's Contact Person.
- 10.3 The Recipient will acknowledge the Ministry as a source of funding in all publications (including any digital presence) and publicity regarding the Project in accordance with the PGF Funding Acknowledgement Guidelines on the website: www.growregions.govt.nz. The Recipient must obtain the Ministry's approval of the form and wording of the acknowledgement prior to including the acknowledgement in the publication or publicity (as the case may be).
- 10.4 If requested by the Ministry, the Recipient will establish or erect temporary and/or permanent signage (which may be in the form of a plaque) at the site of the Project acknowledging the Ministry as a source of funding for the Project. The Ministry may provide such signage and the Ministry will consult with the Recipient in respect of a suitable location for such signage.
- 10.5 The Recipient does not have the right to enter into any commitment, contract or agreement on behalf of the Ministry or any associated body, or to make any public statement or comment on behalf of the Ministry.

- 10.6 All correspondence with the Ministry under this clause 10 must be directed to the Ministry's Contact Person and copied to pducomms@mbie.govt.nz.

11 DISPUTES

- 11.1 In the event of any dispute, controversy or claim arising out of or in connection with this Agreement, or in relation to any question regarding its existence, breach, termination or invalidity (in each case, a *Dispute*), either party may give written notice to the other specifying the nature of the Dispute and requesting discussions under this clause 10.1 (*Dispute Notice*). As soon as reasonably practicable following receipt of a Dispute Notice, the parties will meet (in person, or by audio or video conference) and endeavour to resolve the Dispute by discussion, negotiation and agreement.
- 11.2 A party must not commence any proceedings in connection with a Dispute unless at least 40 days have elapsed since the issue of a corresponding Dispute Notice, and that party has used reasonable endeavours to comply with this clause 10.1. However, nothing in this clause will prevent either party from seeking urgent interim relief from a court (or other tribunal) of competent jurisdiction.

12 CONTACT PERSONS

- 12.1 All matters or enquiries regarding this Agreement will be directed to each party's Contact Person (set out in the Key Details).
- 12.2 Each party may from time to time change the person designated as its Contact Person on 10 Business Days' written notice to the other Party.

13 GENERAL

- 13.1 Each notice or other communication given under this Agreement (each a notice) will be in writing and delivered personally or sent by post or email to the address of the relevant party set out in the Key Details or to any other address from time to time designated for that purpose by at least 10 Business Days' prior written notice to the other party. A notice under this Agreement is deemed to be received if:

- (a) **Delivery:** delivered personally, when delivered;
- (b) **Post:** posted, 5 Business Days after posting or, in the case of international post, 7 Business Days after posting; and
- (c) **Email:** sent by email:
 - (i) If sent between the hours of 9am and 5pm (local time) on a Business Day, at the time of transmission; or
 - (ii) If subclause (i) does not apply, at 9am (local time) on the Business Day most immediately after the time of sending,

provided that an email is not deemed received unless (if receipt is disputed) the party giving notice produces a printed copy of the email which evidences that the email was sent to the email address of the party given notice.

- 13.2 The Recipient agrees to execute and deliver any documents and to do all things as may be required by the Ministry to obtain the full benefit of this Agreement according to its true intent.

- 13.3 No legal partnership, employer-employee, principal-agent or joint venture relationship is created or evidenced by this Agreement.
- 13.4 This Agreement constitutes the sole and entire understanding with respect to the subject matter hereof and supersedes all prior discussions, representations and understandings, written or oral.
- 13.5 No amendment to this Agreement will be effective unless agreed in writing and signed by both parties.
- 13.6 The Recipient may not assign or transfer any of its contractual rights or obligations under this Agreement, except with the Ministry's prior written approval.
- 13.7 The Ministry may assign or transfer any of its contractual rights or obligations under this Agreement without the Recipient's prior approval. The Ministry may at any time disclose to a proposed assignee or transferee any information which relates to, or was provided in connection with, the Recipient, the Project or this Agreement.
- 13.8 No failure, delay or indulgence by any party in exercising any power or right conferred on that party by this Agreement shall operate as a waiver. A single exercise of any of those powers or rights does not preclude further exercises of those powers or rights or the exercise of any other powers or rights.
- 13.9 The exercise by a party of any express right set out in this Agreement is without prejudice to any other rights, powers or remedies available to a party in contract, at law or in equity, including any rights, powers or remedies which would be available if the express rights were not set out in this Agreement.
- 13.10 This Agreement is not intended to confer any benefit on or create any obligation enforceable at the suit of any person not a party to this Agreement.
- 13.11 Any provision of this Agreement that is invalid or unenforceable will be deemed deleted, and will not affect the other provisions of this Agreement, all of which remain in force to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.
- 13.12 This Agreement is to be governed by the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.
- 13.13 This Agreement may be executed in any number of counterparts (including scanned and emailed copies). So long as each party has received a counterpart signed by each of the other parties, the counterparts together shall constitute a binding and enforceable agreement.

END OF PART 2

PART 3: DEFINITIONS AND CONSTRUCTION

Defined terms

In this Agreement, unless the context requires otherwise:

Agreement means this agreement including Parts 1, 2 and 3 and Schedule 1 (and any other annexures or attachments).

Approved Contractor means an “Approved Contractor” specified in the Key Details.

Best Industry Practice means that degree of skill, care and foresight and operating practice that would reasonably and ordinarily be expected of a skilled and competent supplier of services engaged in the same type of undertaking as that of the Recipient or any contractors (as applicable) under the same or similar circumstances as those contemplated by this Agreement.

Business Day means any day other than a Saturday, Sunday or public holiday within the meaning of section 44 of the Holidays Act 2003.

Co-Funding means the “Co-Funding” (if any) or any part of the Co-Funding (as the context requires), described in the Key Details.

Commencement Date has the meaning given in clause 6.1 of Part 2.

Confidential Information of a party (*Owner*), means any information in the possession or control of another party (*Holder*) that:

- (a) was originally acquired by the Holder in connection with this Agreement through disclosures made by or at the request of the Owner; and/or
- (b) was originally acquired by the Holder in connection with this Agreement through any access to, or viewing, inspection or evaluation of, the premises, facilities, documents, systems or other assets owned or controlled by the Owner; and/or
- (c) is derived from information of a kind described in paragraph (a) or (b) above;

but excludes any information which the Holder can show:

- (d) was lawfully acquired by the Holder, entirely independently of its activities in connection with this Agreement, and is free of any other obligation of confidence owed to the Owner; and/or
- (e) has been independently developed by the Holder without reference to the Owner’s Confidential Information, and without breaching any other obligation of confidence owed to the Owner.

Notwithstanding the foregoing, the terms of this Agreement are Confidential Information of which each Party is both an Owner and a Holder.

Conflict of Interest means any matter, circumstance, interest or activity of the Recipient, its personnel or contractors, or any other person with whom the Recipient has a relationship that:

- (a) conflicts with:
 - (i) the obligations of the Recipient (or its personnel or contractors) to the Ministry under this Agreement; or

- (ii) the interests of the Recipient in relation to this Agreement and/or the procuring of the Project; or
- (b) otherwise impairs or might appear to impair the ability of the Recipient (or any of its personnel or contractors) to diligently and independently carry out the Project in accordance with this Agreement.

Eligible Costs means the actual costs reasonably incurred by the Recipient:

- (a) on or after the Funding Start Date and no later than the End Date;
- (b) in good faith for the purpose of carrying out the Project or for purposes incidental to the Project, including all internal costs, disbursements and expenses incurred by the Recipient for such purposes (and to the extent the Recipient is carrying out any other activities) reasonably and proportionately allocated towards such purposes; and
- (c) to the extent that the expenditure relates to work performed by parties not at "arm's length", that expenditure is assessed at reasonable market value, and contains no unacceptable overhead and no element of "in group profit".

End Date means the "End Date" specified in the Key Details.

Funding means the funding or any part of the funding (as the context requires) payable by the Ministry to the Recipient in accordance with the terms of this Agreement, as described in the Key Details.

Funding Start Date means the "Funding Start Date" specified in the Key Details.

Key Details means Part 1 of this Agreement.

Key Personnel means the "Key Personnel" specified in the Key Details.

Objectives means each of the following:

- (a) jobs and sustainable economic development;
- (b) social inclusion and participation;
- (c) Māori development;
- (d) Climate change commitments and environmental sustainability; and
- (e) increasing the resilience of the regional and national economy through critical infrastructure and diversification of New Zealand's economy.

Payment Request means a request submitted to the Ministry by the Recipient seeking payment of Funding substantially in the form set out in the Schedule to this Agreement.

Project means the "Project" described in the Key Details.

Project Deliverable means a deliverable to be provided by the Recipient to the Ministry, as set out in the Key Details.

Recipient means the Recipient specified in the Key Details.

Termination Event means any one or more of the events or circumstances set out in clause 6.3.

Construction

In the construction of this Agreement, unless the context requires otherwise:

Currency: a reference to any monetary amount is to New Zealand currency;

Defined Terms: words or phrases appearing in this Agreement with capitalised initial letters are defined terms and have the meanings given to them in this Agreement;

Documents: a reference to any document, including this Agreement, includes a reference to that document as amended or replaced from time to time;

Inclusions: a reference to “includes” is a reference to “includes without limitation”, and “include”, “included” and “including” have corresponding meanings;

Joint and Several Liability: any provision of this Agreement to be performed or observed by two or more persons binds those persons jointly and severally;

Parties: a reference to a party to this Agreement or any other document includes that party's personal representatives/successors and permitted assigns;

Person: a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;

Precedence: if there is any conflict between the different parts of this Agreement, then unless specifically stated otherwise, Part 2 will prevail over the Key Details, and the Key Details will prevail over any Attachments;

Related Terms: where a word or expression is defined in this Agreement, other parts of speech and grammatical forms of that word or expression have corresponding meanings;

Statutes and Regulations: a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations;

Writing: a reference to “written” or “in writing” includes email and any commonly used electronic document format such as .DOC or .PDF.

END OF PART 3

Schedule: Payment Request

To: MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT

Dated: [•]

PAYMENT REQUEST NO. [•]

1. We refer to the Funding Agreement dated [•] and agreement number [•] between [•] as recipient (**Recipient**) and The Sovereign in right of New Zealand, acting by and through the Chief Executive of the Ministry of Business, Innovation and Employment (**Ministry**) (**the Agreement**). Terms defined in the Agreement have the same meaning in this Payment Request.
2. This is a Payment Request for the purpose of clause 1.3 of the Agreement.
3. The Project Deliverables which are the subject of this Payment Request are:

[insert description of Project Deliverables].
4. The amount of Funding requested is \$[•] plus GST if any.
5. Invoices/statements and accounts evidencing the Eligible Costs incurred are attached.

**Note that for any Eligible Costs that are more than \$1,000 (on an individual basis or when grouped by supplier or subject matter) a copy of the original invoices received from third parties in relation to the Eligible Costs must be provided.*

6. That each of the items referred to in paragraph 5 are Eligible Costs for the purpose of the Agreement have been paid or are currently due and payable.
7. Co-Funding will be used to meet the following Eligible Costs that have been incurred by us:

[include breakdown description of Eligible Costs that Co-Funding will meet]
8. *[Include valid GST invoice if relevant]*.
9. We confirm that:
 - (a) no Termination Event is subsisting; and
 - (b) each of the warranties set out in the Agreement are correct as at the date of this Payment Request.

Except to the extent otherwise agreed in writing by the Ministry, all those items forming part of the Eligible Costs identified in any previous Payment Request as due or becoming due and payable, have been paid in full.

By and on behalf of the Recipient by

[insert name of Recipient]

Position: Director

Authorised Officer



Water March project update

Meeting: Externally Funded Projects Committee
Date of meeting: 17 March 2021
Reporting officer: Joanne Reid, Programme Manager

Purpose/Ngā whāinga

To update on the progress (including financial status, risks, issues, milestones achieved and next steps) of the Water Project.

Recommendation/Ngā tūtohunga

That the Externally Funded Projects Committee:

- a) Notes the Water March project update.

Discussion/Ngā kōrerorero

A detailed project update is provided in Attachment A: Externally funded projects (EFP) Water status report.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

The projects will continue to progress as specified in the Externally funded projects (EFP) Water status report.

Attachments/Ngā tapiritanga

A	Externally funded projects (EFP) Water status report March 2021

EXTERNALLY FUNDED PROJECTS: WATER

Project Name	Kai Water	Date of Report	2/03/21
Current Phase	Implementation	Project Manager	Curt Martin

COMPONENT	Schedule	Amber	Budget	Amber	Risks/Issues	Amber
PREV. MONTH	Schedule	Amber	Budget	Green	Risks/Issues	Amber

Comment (mandatory if status indicator red or amber)

Schedule is currently Amber due to missing the Summer planting season for Sites 1 & 2, there has also been a delay in completing construction at Site 2 and delays in reaching agreement on the contract with Northland Inc for site management & maintenance.

Budget is currently Amber due to the cost of the site management agreement being more than the funding allocated in the project budget for this component.

Risk/ Issues is currently amber due to the open risk surrounding establishing a suitable management agreement with Northland Inc.

OVERALL BUDGET (\$)	CURRENT FY BUDGET (\$)	SPEND TO DATE (\$)	BUDGET SPENT TO DATE (%)
740,000	489,964	340,043	46%
PROJECT FUNDING ALLOCATIONS			
Infrastructure Reference Group (IRG)			\$0
Provincial Growth Fund (PGF)			\$740,000
Kaipara District Council			\$0
Other (e.g. Waka Kotahi)			\$0
PROJECT BUDGET BY PHASE			
INVESTIGATION (\$)	DESIGN (\$)	CONSTRUCTION (\$)	
40,000	Included in Construction costs	\$700,000	
COMMENT			
'Construction' cost includes on-going management & operation of the demonstration sites & associated cropping			

PROJECT BACKGROUND

In April 2020, Council secured funding of \$740,000 from MBIE, enabling the establishment of two practical working examples of irrigating high value horticultural crops in the Kaipara. These demonstration sites are intended to be used to inform landowners and external investors about high value land and water use and the application of innovative technologies. Access to practical working examples, expert advice and local knowledge will provide decision support and confidence in transforming land usage towards horticulture in the Kaipara.

Demonstration Site 1

Is located on Te Roroa land at Maunganui Bluff and will include an inground irrigation and fertigation system that covers approximately 2 hectares. It will demonstrate precise water and nutrient delivery on a range of vegetable crops that can be programmed and delivered remotely via a web application in combination with on-site management.

Demonstration Site 2

Is located in Te Kopuru and includes a 242-metre span centre pivot irrigator that will irrigate approximately 10 hectares. This equipment includes remote control and the ability to deliver water and nutrients in different measures to cater specifically to different crop types.

UPDATE FROM PREVIOUS MONTH – LAST MONTH'S ACTIVITIES

- On-going dialogue with Northland Inc. regarding the scope of the site management & maintenance contract balanced against the available budget

Site 1

- Site 1 construction works completed
- Initial planting of crops postponed to Spring (September/October) 2021

Site 2

- Site 2 construction works commenced.
- Initial planting of crops postponed to Spring (September/October) 2021

ACTIVITIES GOING FORWARD – THIS MONTH'S ACTIVITIES

- Contract between KDC & Northland Inc. for site management and maintenance finalised, or alternative solution identified
- 'Lessons learnt to date' session diarised

Site 1

- No further works planned until initial planting of crops in September/October 2021

Site 2

- Site 2 construction works completed
- Centre pivot irrigator commissioned

COMMUNITY ENGAGEMENT / MEDIA ACTIVITY PLANNED – NEXT TWO MONTHS

- Opening event for both sites to be arranged once sites have been planted

DECISION PAPERS SUBMITTED: PENDING DECISION

- None

PROJECT MILESTONES	STATUS (R, A G)	BASELINE (PLANNED) COMPLETION DATE)	EXPECTED COMPLETION DATE	COMMENTS (MANDATORY IF STATUS INDICATOR RED OR AMBER)
Contract executed	Complete	Complete	Complete	
Site 1 Award physical works contracts	Complete	Complete	Complete	
Site 2 Award physical works irrigation equipment contract	Complete	Complete	Complete	
Site 2 Award physical works civil contract	Complete	Complete	Complete	
Site 1 Construction commencement	Complete	Complete	Complete	
Site 2 Construction commencement	Complete	Complete	Complete	
Site 1 Construction complete	Complete	Complete	Complete	
Site 2 Construction complete	Amber	Jan 2021	March 2021	Site 2 construction works now underway
Site 1 Opening Event	Amber	Feb 2021	Oct 2021	Delayed due to initial planting of crops being postponed to Spring (September/October) 2021
Site 2 Opening Event	Amber	Feb 2021	Oct 2021	Delayed due to initial planting of crops being postponed to Spring (September/October) 2021

OPEN PROJECT RISKS	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
Site 2 There is a risk of insufficient water in the creek to supply water for irrigation, resource consent restricts water take when the creek is < 19 L/sec.	New Risk	Amber	Curt Martin	This risk will be mitigated when the Te Tai Tokerau Water Trust constructs its proposed reservoir upstream of the creek supplying the site. Postponement of 1 st planting season to Spring 2021 also further mitigates this risk.
Sites 1 & 2 There is a risk of missing the late Summer planting season	Amber	Closed	Curt Martin	Confirmed summer planting season window now closed. Initial planting now to occur Spring (September/October) 2021. Risk closed
Site 1 & 2 There is a risk a suitable management agreement cannot be reached between the project and Northland Inc. within the project budget limitations	New Risk	Amber	Curt Martin	The project team will work with Northland Inc. to understand what is feasible within the available budget and should a solution not be identified; the project will look to find an alternative.

OPEN PROJECT ISSUES	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
Sites 1 & 2 Availability of local seed drill equipment for larger seeds	Amber	Closed	Curt Martin	Postponement of 1 st planting season to Spring 2021 closes this issue.

Pōuto Road Phase 1 March project update

Meeting: Externally Funded Projects Committee
Date of meeting: 17 March 2021
Reporting officer: Joanne Reid, Programme Manager

Purpose/Ngā whāinga

To update on the progress (including financial status, risks, issues, milestones achieved and next steps) of the Pōuto Road Phase 1 Project.

Recommendation/Ngā tūtohunga

That the Externally Funded Projects Committee:

- a) Notes the Pōuto Road Phase 1 March project update.

Discussion/Ngā kōrerorero

A detailed project update is provided in Attachment A: Externally funded projects (EFP) Pōuto Road Phase 1 status report.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

The projects will continue to progress as specified in the Externally funded projects (EFP) Pōuto Road Phase 1 status report.

Attachments/Ngā tapiritanga

A	Externally funded projects (EFP) Pōuto Road Phase 1 status report March 2021

EXTERNALLY FUNDED PROJECTS: PŌUTO ROAD PHASE ONE

Project Name	Pōuto Road Phase 1	Date of Report	02/03/2021
Current Phase	Planning / Construction	Project Manager	Rachael Mannion

COMPONENT	Schedule	Amber	Budget	Amber	Risks/Issues	Green
PREV. MONTH	Schedule	Amber	Budget	Green	Risks/Issues	Amber

Comment (mandatory if current status indicator red or amber)

Schedule is currently Amber due to the project falling behind the initially planned program, as a result the construction will now be staged over two summers. This approach was communicated to the community as a possibility early in the project consultation.

The MBIE funding agreement does not require the works to be finished until June 2022, which remains achievable.

Budget is now Amber due to funding expenditure requirements. The \$1m funding allocated by Kaipara District Council and Waka Kotahi must be spent before 1st July 2021. There is a risk if further delays to programme are encountered and the \$1m portion of the works is not completed prior to 1st July 2021 that the NZTA share would not carry over into the next financial year.

OVERALL BUDGET (\$)	CURRENT FY BUDGET (\$)	SPEND TO DATE (\$)	BUDGET SPENT TO DATE (%)
6,395,000	5,830,307	578,998	9%
PROJECT FUNDING ALLOCATIONS			
Infrastructure Reference Group (IRG)			\$ -
Provincial Growth Fund (PGF)			\$5,050,000
Kaipara District Council			\$511,100
Other (e.g. Waka Kotahi)			\$833,900
PROJECT BUDGET BY PHASE			
INVESTIGATION (\$)	DESIGN (\$)	CONSTRUCTION (\$)	
125,000	470,000	5,800,000	
COMMENT			
Investigation and design phase both complete			

PROJECT BACKGROUND

The Provincial Growth Fund has allocated funding to seal 9.8km of Poutō Road from the end of the current sealed section to Ari Ari Road.

The project aims to provide;

- tourists with safe access to and from the proposed wharf, as well as campgrounds and other high amenity locations;
- school and tertiary students with safe minivan and bus journeys;
- locals benefiting from an increased level of service reducing major risk from the potential head to head collision with heavy freight; and finally
- the forestry drivers with correct geometry and speed guidance to enable safe and efficient transfer of wood.

As part of the works, the Greenhill quarry near the northern end of the peninsula will be re-opened and used for the production of most of the materials needs for the seal extension. This will result in savings on transportation costs and the reduce the lengths of existing roads that will be impacted by the large volume of truck movements required to bring the material to site.

UPDATE FROM PREVIOUS MONTH – LAST MONTH’S ACTIVITIES

- Blasting and material production started at Greenhill quarry
- Draft Cultural Effects Assessment received from Te Uri o Hau
- Confirmed construction will be performed across two summer seasons; Season 1 will be Mar 2021 - May 2021 (weather dependent); Season 2 will be Oct 2021 to Apr 2022 (weather dependent)

ACTIVITIES GOING FORWARD – THIS MONTH’S ACTIVITIES

- Cultural Values Assessment completed
- Blessing of road to occur to allow physical works to start

COMMUNITY ENGAGEMENT / MEDIA ACTIVITY PLANNED – NEXT TWO MONTHS

- Regular notification and updates on Pouto Road Phase 1 physical works (as they progress) will be issued via Antenno, social media, Kaipara KickStart newsletter and website, through Kaipara Kōrero newsletter and local newspapers

DECISION PAPERS SUBMITTED: PENDING DECISION

- None

PROJECT MILESTONES	STATUS (R, A G)	BASELINE (PLANNED) COMPLETION DATE	EXPECTED COMPLETION DATE	COMMENTS (MANDATORY IF STATUS INDICATOR RED OR AMBER)
Award Contract	Complete	Complete	Complete	
Start Quarrying	Green	Complete	Complete	
Start Physical Works	Amber	Nov 2020	Mar 2021	Dependent on completion of Cultural Effects Assessment and blessing by Kaitiaki
Project Completion	Green	Apr 2022	Apr 2022	

OPEN PROJECT RISKS	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
There is a risk of delay due to property encroachments and the requirement to agree access to land owned by China Forestry Groups	Amber	Amber	Rachael Mannion	China Forestry Group has requested valuation of the land before acceptance. This is underway.
There is a risk of uncovering an archaeological site during earthworks	Green	Green	Rachael Mannion	Ongoing monitoring required
There is a risk that Chorus services in the area they are not in the location provided will be struck	Green	Green	Rachael Mannion	Design has been developed to avoid all know service areas
There is a risk adverse weather conditions could delay the project and result in an increase in costs	Green	Green	Rachael Mannion	Ongoing monitoring required
There is a risk of losing the money supplied by Waka Kotahi if it is not utilised before July 2021	New Risk	Amber	Rachael Mannion	The risk of this increases with any further delays to physical works start (refer Project Milestones above)

OPEN PROJECT ISSUES	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
Construction period to be split over two summer seasons	Amber	Amber	Rachael Mannion	Construction will need to be split over two summers. There is a requirement to ensure site is left in reasonable condition over winter

Pōuto Road Phase 2 March project update

Meeting: Externally Funded Projects Committee
Date of meeting: 17 March 2021
Reporting officer: Joanne Reid, Programme Manager

Purpose/Ngā whāinga

To update on the progress (including financial status, risks, issues, milestones achieved and next steps) of the Pōuto Road Sealing phase two Project.

Recommendation/Ngā tūtohunga

That the Externally Funded Projects Committee:

- a) Notes the Pōuto Road Phase 2 March project update

Discussion/Ngā kōrerorero

A detailed project update is provided in Attachment A: Externally funded projects (EFP) Pōuto Road Phase 2 status report.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

The projects will continue to progress as specified in the Externally funded projects (EFP) Pōuto Road Phase 2 status report.

Attachments/Ngā tapiritanga

A	Externally funded projects (EFP) Pōuto Road Phase 2 status report March 2021

EXTERNALLY FUNDED PROJECTS: PŌUTO ROAD PHASE TWO

Project Name	Pōuto Road Phase 2	Date of Report	02/03/2021
Current Phase	Planning	Project Manager	Rachael Mannion

COMPONENT	Schedule	Green	Budget	Red	Risks/Issues	Amber
PREV. MONTH	Schedule	Green	Budget	Red	Risks/Issues	Amber

Comment (mandatory if current status indicator red or amber)

Budget is currently Red due to the budget allocated for this project being significantly less than the costs to completion.

Risks/ Issues is currently Amber due to the volume of areas where the road sits outside of road reserve and the potential for programme delay or exceeding budget as a result of having to obtain land.

OVERALL BUDGET (\$)	CURRENT FY BUDGET (\$)	SPEND TO DATE (\$)	BUDGET SPENT TO DATE (%)
\$3,130,000	\$253,823	\$167,964	5.3%
PROJECT FUNDING ALLOCATIONS			
Infrastructure Reference Group (IRG)			\$0
Provincial Growth Fund (PGF)			\$3,130,000
Kaipara District Council			\$0
Other (e.g. Waka Kotahi)			\$0
PROJECT BUDGET BY PHASE			
INVESTIGATION (\$)	DESIGN (\$)	CONSTRUCTION (\$)	
\$195,000	\$325,000	\$6,200,000	
COMMENT			
Budget is not sufficient to complete seal all 11km of Phase 2. It is estimated that 4km can be sealed with the current available budget. It is recommended that prioritisation is given to the southern section of the road through the village.			

PROJECT BACKGROUND
In September 2019 MBIE allocated \$3,130,000 from the Provincial Growth Fund (PGF) to seal approximately 11km of Poutō Road from the end of the Phase 1 seal extension project (at Ari Ari Road).

In November 2020 it was identified the allocated budget is not enough to complete the works to a safe reasonable standard, the budget shortfall is estimated to be approximately \$3m.

MBIE have supported the continuation of detailed design for this project, with a view of a suitable scope revision being identified to fall in line with budget.

UPDATE FROM PREVIOUS MONTH – LAST MONTH'S ACTIVITIES

- Design contract awarded and design work now underway
- Recommendation to award Design contract approved

ACTIVITIES GOING FORWARD – THIS MONTH'S ACTIVITIES

- Continuation of design works
- Agree next steps via MBIE regarding the project scope revision following the request shared with MBIE to amend the project scope to prioritize the southern section of the road through the village

COMMUNITY ENGAGEMENT / MEDIA ACTIVITY PLANNED – NEXT TWO MONTHS

- Discussions to be held with the Pōto community following response from MBIE re opportunity to revise project scope

DECISION PAPERS SUBMITTED: PENDING DECISION

- None

PROJECT MILESTONES	STATUS (R, A G)	BASELINE (PLANNED) COMPLETION DATE	EXPECTED COMPLETION DATE	COMMENTS (MANDATORY IF STATUS INDICATOR RED OR AMBER)
Award Professional Service contracts	Complete	Complete	Complete	
Complete design	Green	Aug 2021	Aug 2021	
Obtain all consents	Green	Oct 2021	Oct 2021	
Award physical works contract	Green	Oct 2021	Oct 2021	
Construction commencement	Green	Nov 2021	Nov 2021	

Construction complete	Green	Jun 2022	Jun 2022	
Opening Event	Green	Jun 2022	Jun 2022	

OPEN PROJECT RISKS	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
There is a risk property encroachment will result in a programme delay or exceed of budget	Amber	Amber	Rachael Mannion	There are several areas where road sits outside road reserve. Landowners will be negotiated with as required should the final detailed design solution require.
There is a risk the funding agreement will expire prior to completion of construction for the identified option to be pursued	Amber	Amber	Rachael Mannion	This will be taken into consideration when reviewing possible solutions for the designated funding's application.

OPEN PROJECT ISSUES	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
There is an identified budget shortfall of ~\$3m to deliver the initial scope of the project	Red	Red	Rachael Mannion	MBIE have supported the continuation of detailed design for this project, a recommended scope revision has been shared with MBIE for their review.

Waipoua River Road March project update

Meeting: Externally Funded Projects Committee
Date of meeting: 17 March 2021
Reporting officer: Joanne Reid, Programme Manager

Purpose/Ngā whāinga

To update on the progress (including financial status, risks, issues, milestones achieved and next steps) of the Waipoua River Road Project.

Recommendation/Ngā tūtohunga

That the Externally Funded Projects Committee:

- a) Notes the Waipoua River Road March project update.

Discussion/Ngā kōrerorero

A detailed project update is provided in Attachment A: Externally funded projects (EFP) Waipoua River Road status report.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

The projects will continue to progress as specified in the Externally funded projects (EFP) Waipoua River Road status report.

Attachments/Ngā tapiritanga

A	Externally funded projects (EFP) Waipoua River Road status report March 2021

EXTERNALLY FUNDED PROJECTS: WAIPOUA RIVER ROAD

Project Name	Waipoua River Road	Date of Report	02/03/2021
Current Phase	Planning	Project Manager	Rachael Mannion

COMPONENT	Schedule	Red	Budget	Red	Risks/Issues	Green
PREV. MONTH	Schedule	Amber	Budget	Green	Risks/Issues	Amber

Comment (mandatory if status indicator red or amber)

Budget is currently red due to the open issue that the full design solution leaves a very small construction contingency of approx. \$10k, which is insufficient for a project of this nature. To mitigate this issue, the design team investigated removing the traffic signals from the physical works and have since advised that this is not an appropriate solution. The budget is now Red as the design alterations have reduced the budget further and there are no reasonable remaining options to reduce the construction cost and provide adequate contingency.

Kaipara District Council have confirmed that they are not able to take on the risk of any overspend on the project and are therefore unable to be partner to the construction contract. Discussions are being held with the Department of Conservation to determine if they are able to be partner to the contract and own the risk of funding any overspend.

Schedule is currently Red as the works can no longer be completed this summer without severely compromising the quality of the pavement and seal.

OVERALL BUDGET (\$)	CURRENT FY BUDGET (\$)	SPEND TO DATE (\$)	BUDGET SPENT TO DATE (%)
\$1,600,000	\$1,460,834	\$331,212	20.7%
PROJECT FUNDING ALLOCATIONS			
Infrastructure Reference Group (IRG)			\$0
Provincial Growth Fund (PGF)			\$1,600,000
Kaipara District Council			\$0
Other (e.g. Waka Kotahi)			\$0
PROJECT BUDGET BY PHASE			
INVESTIGATION (\$)	DESIGN (\$)	CONSTRUCTION (\$)	
\$65,000	\$330,000	\$1,205,000	
COMMENT			
Investigation phase complete			

PROJECT BACKGROUND

In September 2019 MBIE allocated \$1,610,000 from the Provincial Growth Fund (PGF) to seal approximately 1.5km of Waipoua Road from the state highway to the proposed visitor centre.

The Waipoua River Road Sealing project is part of Te Roroa's objectives to enable the delivery of the Rakau Rangitira project by creating an enhanced single-entry point for the kauri walks and Tane Mahuta experience.

A Procurement Plan for Contract 963, covering the physical works, was approved by Council on the May 2020. The design of the sealing of Waipoua River Road has been progressed with discussions held with Fulton Hogan and Te Roroa.

In September 2020 Council approved the delegation of authority award the construction contract to the Mayor and the Chief Executive subject to Te Roroa approving the award of the contract, and the contract price being within the approved project budget of \$1,600,000 + GST.

UPDATE FROM PREVIOUS MONTH – LAST MONTH'S ACTIVITIES

- Safety audit determined that the removal of the traffic signals is not a suitable solution and poses unnecessary safety risks to the public
- Discussion started with the Department of Conservation to provide additional funding and accept the risk of any project over-spend

ACTIVITIES GOING FORWARD – THIS MONTH'S ACTIVITIES

- Continue discussions with the Department of Conservation

COMMUNITY ENGAGEMENT / MEDIA ACTIVITY PLANNED – NEXT TWO MONTHS

- None

DECISION PAPERS SUBMITTED: PENDING DECISION

- None

PROJECT MILESTONES	STATUS (R, A G)	BASELINE (PLANNED) COMPLETION DATE	EXPECTED COMPLETION DATE	COMMENTS (MANDATORY IF STATUS INDICATOR RED OR AMBER)

Award physical works contract	Red	Oct 2020	March 2021	Additional contingency funding and contract partner to be found prior to being able to award
Construction commencement	Red	Oct 2020	Sept 2021	Construction needs to occur in the dryer months of summer (as early as October 2021)
Construction complete	Red	Dec 2020	Jan 2022	Construction will take approximately 3 months
Opening Event	Red	Jan 2021	Jan 2022	

OPEN PROJECT RISKS	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
There is a risk regarding the safety of the road once sealed based on the proposed revised scope and removal of traffic signals	Amber	Closed	Rachael Mannion	A safety audit of the proposed revision to scope has been completed and confirmed scope revision is not appropriate to progress. Risk closed

OPEN PROJECT ISSUES	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
The current budget does not provide an appropriate level of contingency and the ownership of project overspend risk is currently unconfirmed	Amber	Red	Rachael Mannion	The proposed resolution has been determined not to be appropriate (see above) and KDC has confirmed they will not accept the risk of overspend, regardless of the value of the contingency available. Discussions to be held with DoC to progress.

Unsealed Roding Network project update March 2021

Meeting: Externally Funded Projects Committee
Date of meeting: 17 March 2021
Reporting officer: Joanne Reid, Programme Manager

Purpose/Ngā whāinga

To update on the progress (including financial status, risks, issues, milestones achieved and next steps) of the Unsealed Roding Network Project.

Recommendation/Ngā tūtohunga

That the Externally Funded Projects Committee:

- a) Notes the Unsealed Roding Network March project update

Discussion/Ngā kōrerorero

A detailed project update is provided in Attachment A: Externally funded projects (EFP) Unsealed Roding Network status report.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

The projects will continue to progress as specified in the Externally funded projects (EFP) Unsealed Roding Network status report.

Attachments/Ngā tapiritanga

A	Externally funded projects (EFP) Unsealed Roding Network status report March 2021

EXTERNALLY FUNDED PROJECTS: UNSEALED ROADING NETWORK

Project Name	Unsealed Road Network	Date of Report	02/03/2021
Current Phase	Implementation	Project Manager	Bernard Petersen

COMPONENT	Schedule	Amber	Budget	Green	Risks/Issues	Green
PREV. MONTH	Schedule	Amber	Budget	Green	Risks/Issues	Green

Comment (mandatory if current status indicator red or amber)

Schedule is currently Amber due to remaining behind schedule with physical work delivery, however there is now plenty of gear and crews on the ground making good progress. VENTIA are now working with Kevin Reid Contracting from Ruawai to pull together another pavement crew and have two of their own teams now coming to the end of the Summer Construction Season becoming free from sealed pavement works. A returning grader operator to Ventia's employment has also opened an opportunity for another pavement crew to be formed mid to late March.

OVERALL BUDGET (\$)	CURRENT FY BUDGET (\$)	SPEND TO DATE (\$)	BUDGET SPENT TO DATE (%)
8,060,000	5,550,000	685,056	8.5%
KILOMETRES REHABILITATED TO DATE			14.4
PROJECT FUNDING ALLOCATIONS			
Infrastructure Reference Group (IRG)			\$4,910,000
Provincial Growth Fund (PGF)			\$3,150,000
Kaipara District Council			\$ -
Other (e.g. Waka Kotahi)			\$ -
PROJECT BUDGET BY PHASE			
INVESTIGATION (\$)	DESIGN (\$)	CONSTRUCTION (\$)	
N/A	N/A	N/A	
COMMENT			
Project budget by phase non applicable as this project is performed via contract variation to the existing business as usual Contract '888 Road Maintenance and Renewals' (held by Broadspectrum/ Ventia)			

PROJECT BACKGROUND

This project originated with Roothing Package Funding Agreement 2, which included project funding of \$3.15m Provincial Growth Fund funding (PGF), and \$4.91m National Land Transport Fund (NLTF) co-funding. Council's application for the additional \$4.91m NLTF co-funding was declined however, the Government has now approved an additional \$4.91m funding from the (Infrastructure Reference Group (IRG) fund.

The implementation of the 'Unsealed Roothing Improvements' project has recently commenced with pavement testing and detailed design being progressed, utilising the approved \$3.15m PGF funding included in Roothing Package Funding Agreement 2.

The project has received Council approval to vary existing Contract '888 Road Maintenance and Renewals' (held by Broadspectrum/ Ventia) to include the implementation of the \$8.06m Unsealed Roothing Network programme of works. The works will be undertaken in conjunction with Council's business as usual unsealed rooothing network improvement programme.

UPDATE FROM PREVIOUS MONTH – LAST MONTH'S ACTIVITIES

- Physical works underway with several sites completed by dedicated contractor teams. On top of Huband Contractors Limited and DCL Civil coming on board as key sub-contractors in February, VENTIA are now working with existing sub-contractor, Kevin Reid Contracting from Ruawai to establish a pavement crew opening up a new market area for their business and upskilling their existing staff to provide future work security. Kevin Reid Contracting Limited has been operating mainly bulk aggregate supply and farming services to the Ruawai and wider Kaipara District since 1995.
- Test pit pavement testing and quarry source aggregate testing has continued, with the support of two University students, gaining valuable work experience. To the end of January, 42% of testing had been completed across the full programme with the following for each season:
 - Season 1 – 82% completed
 - Season 2 – 23% completed
 - Season 3 – 16% completed
- VENTIA's teams have completed associated enabling works on Kerr Road, Sills Road, Tokatoka Road and Petley Road (80%), whilst DCL Civil now have 90% of the associated enabling works completed on Kaihu Wood Road and are making good progress.
- Associated enabling works have now started across several other sites including Blong Road (drainage) and Waihue Road (vegetation envelope).
- Pavement construction has been underway on Omana Road, with Hubands running in compliant aggregate from their own managed quarry source in Ruarangi. Owner/Operator Shaun Huband is on site, leading this team direct from the grader cab.

ACTIVITIES GOING FORWARD – THIS MONTH'S ACTIVITIES

- Remaining Season 1 and 2 site test pit pavement testing to continue
- Remaining Season 1 pavement designs received, reviewed and priced
- Commencement of associated enabling works to begin on the following sites:
 - Golden Stairs Road (Huband) – delayed start
 - Waihue Road, Maropiu Road and Waitapu Road through DCL
 - Houto Road (VENTIA)
- Completion of associated enabling works on the following sites:
 - Kaihu Wood Road, Waihue Road and Maropiu Road through DCL.
 - Blong Road and Petley Road through VENTIA.

- Commencement of pavement works to being on the following sites:
 - Golden Stairs Road (Huband)
 - Paparoa Station Road (Huband)
- Completion of pavement works expected on the following sites:
 - Omana Road, Tangiteroria

With the establishment of additional crews starting over the course of the next 4 weeks, it is expected by late March that we will have five pavement crews underway, along with drainage crews supported by specialist teams undertaking vegetation activities.

COMMUNITY ENGAGEMENT / MEDIA ACTIVITY PLANNED – NEXT TWO MONTHS

- We are currently working with the Communications and Engagement Manager to develop a flyer for delivery to residents living within proximity or on the unsealed rehabilitation sites. This flyer will provide informative details of what is being carried out and why. *This work has been delayed due to LTP workload but will be recommenced as soon as possible.*

DECISION PAPERS SUBMITTED: PENDING DECISION

- None

PROJECT MILESTONES	STATUS (R, A G)	BASELINE (PLANNED) COMPLETION DATE	EXPECTED COMPLETION DATE	COMMENTS (MANDATORY IF STATUS INDICATOR RED OR AMBER)
Contract executed	Complete	Complete	Complete	
Season 1 works start	Complete	Complete	Complete	
Season 2 works start	Complete	Complete	Complete	
Season 3 works start	Green	Sept 21	Sept 21	

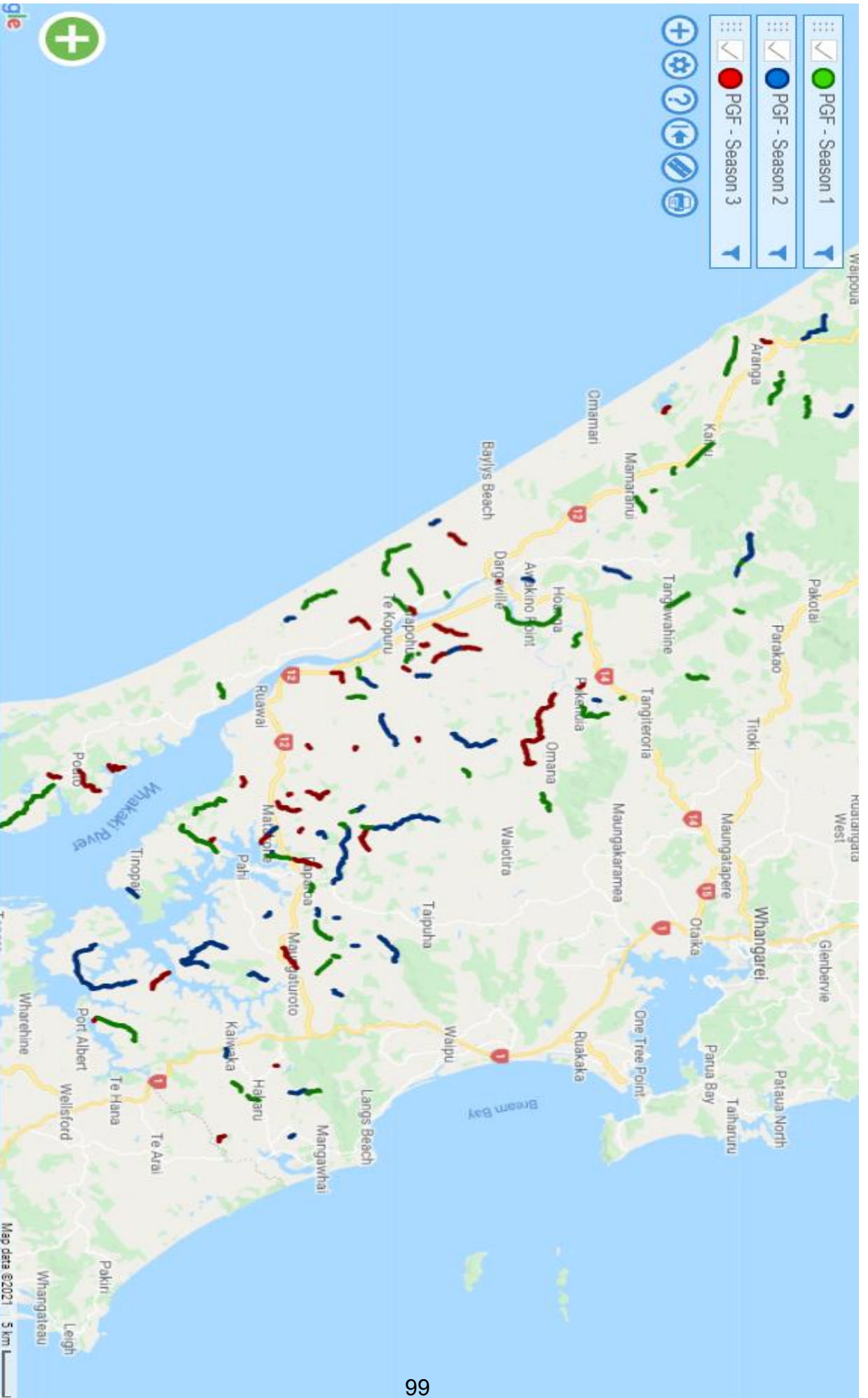
OPEN PROJECT RISKS	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
Insufficient contractor resource to meet project demand	Green	Green	Bernard Petersen	Risk mitigated through monitoring contractor's progress against programme
Unsuitable weather conditions	Green	Green	Bernard Petersen	Risk mitigated through targeting aggregate pavement works during Spring and Autumn seasons where moisture content is most favourable
Insufficient quarry supplies of aggregate material for the pavement overlays	Green	Green	Bernard Petersen	Risk mitigated through contractor's ordering aggregate material in advance and monitoring contractor's progress against programme

OPEN PROJECT ISSUES	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
N/A				



Top. Pavement works underway. Below. Drainage improvements. (Both Charity Hill Road, Te Kopuru) and map of the unsealed network rehabilitation site locations





Kaihu Valley Trail March project update

Meeting: Externally Funded Projects Committee
Date of meeting: 17 March 2021
Reporting officer: Joanne Reid, Programme Manager

Purpose/Ngā whāinga

To update on the progress (including financial status, risks, issues, milestones achieved and next steps) of the Kaihu Valley Trail Project.

Recommendation/Ngā tūtohunga

That the Externally Funded Projects Committee:

- a) Notes the Kaihu Valley Trail March project update.

Discussion/Ngā kōrerorero

A detailed project update is provided in Attachment A: Externally funded projects (EFP) Kaihu Valley Trail status report

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

The projects will continue to progress as specified in the Externally funded projects (EFP) Kaihu Valley Trail status report

Attachments/Ngā tapiritanga

A	Externally funded projects (EFP) Kaihu Valley Trail status report March 2021

EXTERNALLY FUNDED PROJECTS: KAIHU VALLEY TRAIL

Project Name	Kaihu Valley Trail	Date of Report	02/03/2021
Current Phase	Planning and Design	Project Manager	Jody Kelly

COMPONENT	Schedule	Amber	Budget	Amber	Risks/Issues	Amber
PREV. MONTH	Schedule	Amber	Budget	Amber	Risks/Issues	Amber

Comment (mandatory if status indicator red or amber)

Schedule is currently Amber to reflect the delay in construction start. This has been due to the requirement to source training funding elsewhere, find suitable candidates and prepare a suitable training package prior to appointing head contractor. Candidate training is now scheduled for April enabling the construction start date of May 2021.

Budget is currently Amber due to the open risk regarding landowner acceptance. Land easements and negotiations have commenced, putting Budget to Amber status until all sections are finalised.

Risks/ issues is currently Amber in reflection of the above and due to several new issues and risks, noting these could impact Schedule also.

OVERALL BUDGET (\$)	CURRENT FY BUDGET (\$)	SPEND TO DATE (\$)	BUDGET SPENT TO DATE (%)
4,000,000	628,000	129,588	3.2%
PROJECT FUNDING ALLOCATIONS			
Infrastructure Reference Group (IRG)			\$4,000,000
Provincial Growth Fund (PGF)			\$ -
Kaipara District Council			\$ -
Other (e.g. Waka Kotahi)			\$ -
PROJECT BUDGET BY PHASE			
INVESTIGATION (\$)	DESIGN (\$)	CONSTRUCTION (\$)	
540,840	275,000	3,184,160	
COMMENT			
<ul style="list-style-type: none"> Current FY budget is reflective of the delay in procuring Head Contractor Additional funding is being sourced to enable the training package between Wilsons Earthmoving (to be Head Contractor) and Ministry of Social Development (MSD) Waka Kotahi has put the KVT Ahikiwi Bridge and State Highway Crossings forward for funding under low risk/low cost projects, the outcome of this application should be expected April 2021 			

PROJECT BACKGROUND

In Oct 2020, MBIE allocated \$4m of funding from the Infrastructure Reference Group (IRG) fund to construct sections of the Kaihu Valley Trail.

The \$4m funding allocation is less than the \$9m+ estimate of the original Business Case and it has been noted that it will not be possible to create a fully segregated facility at this stage. The allocated funding will deliver a 36km walking and cycle trail, providing a higher quality journey between Dargaville and Donnelly's Crossing. The track will form part of a longer planned 'Ancient Kauri Trail', eventually progressing from Maungaturoto to the southern headland of the Hokianga Harbour.

UPDATE FROM PREVIOUS MONTH – LAST MONTH'S ACTIVITIES

- Training package negotiations progressing between Ministry of Social Development (MSD) and Wilsons Earthmoving (Head Contractor & Training Provider)
- MSDs trainee selection process has identified 7 suitable candidates, 2 are confirmed from Te Roroa
- Scheduled and confirmed candidate training slot of April 2021 (post Easter)
- Waka Kotahi engaged to identify possible funding opportunities within the trail and initial application submitted
- Landowner agreements are ongoing, and the preferred route has been now been presented to Council and the project advisory team
- A Project Reset session was held between Te Roroa and KDC project representatives, which involved a review of our ways of working and outlined alterations required to ensure the project is a true partnership. To provide the opportunity to reflect and amend, several activities have been placed on hold until the revised ways of operating are place
- The Ministry of Education (MoE) has identified KVT as a suitable project to provide a vocational focused event, targeting school aged children 10-14 years. MoE have offered to fund \$3,000 towards a Career Expo (to be held before July 21) for the Kaipara Community, with the overall objective to encourage our tamariki to stay in school and consider a variety of pathways available within the infrastructure sector

ACTIVITIES GOING FORWARD – THIS MONTH'S ACTIVITIES

- Progress re-set activities as identified through the Te Roroa & KDC project re-set session
- Training package solution finalised and contract in place between relevant parties
- Trainee candidates to undergo a screening process with the Training Facilitator
- Candidate training underway, scheduled for April 2021
- Cultural Impact/Values Assessment underway
- Surveying & Geotechnical investigations to commence
- Traffic engineering on state highway crossings to commence
- Resource consent lodgement (pending outcomes of CIA)
- Preferred route shared with community
- Procurement plan for bridges design and build developed
- Kaihu Valley Trail information site (website) live
- Response anticipated from Waka Kotahi (NZTA) re. funding application (due April/May)
- MoE Career expo opportunity further investigated within the Project team and concepts developed

COMMUNITY ENGAGEMENT / MEDIA ACTIVITY PLANNED – NEXT TWO MONTHS

- An information sheet has been drafted to complement the draft route map, this is to be shared with the Project Team for endorsement prior to circulating to affected landowners and the wider community
- Feedback from the community is that communications about KVT have been “stop and start” for the last few years and people want more information and someone to contact. We are engaging with every landowner along the Trail (where contact details are known) to introduce the projects Community Engagement Advisor as primary contact.
- Site visits are ongoing with highly affected landowners. Follow up visits are to be made once sketches are available. Thank you, emails are, bring sent out after site visits to thank owners for their time, to summarise the discussions had and to provide them with Community Engagement Advisor contacts details.
- 29 March 2021 is the Anniversary of when the last train travelled along the Rail Corridor in 1959. We hope to use that date to share the history and tell the community how KVT plans to recycle the use of the corridor to provide a recreational experience for residents and domestic tourists and an opportunity to boost economic development in Kaipara.
- MoE Career expo opportunity to be further investigated with the potential to hold an expo before the end of June 21

DECISION PAPERS SUBMITTED: PENDING DECISION

- None

PROJECT MILESTONES	STATUS (R, A G)	BASELINE (PLANNED) COMPLETION DATE)	EXPECTED COMPLETION DATE	COMMENTS (MANDATORY IF STATUS INDICATOR RED OR AMBER)
Contract executed	Complete	Complete	Complete	
Award professional service contracts	Complete	Complete	Complete	
Obtain all consents	Amber	Dec 2020	May 2021	The extent of resource consent requirements require refinement and are reliant on CIA input
Award physical works contract	Amber	Dec 2020	March 2021	Dependant on confirmation of Training Package
Construction commencement	Amber	Jan 2021	May 2021	Delay forecast to allow time for training of resource (scheduled for April 21)
Construction complete	Green	Oct 2022	Oct 2022	Completion not anticipated to slip as result of delayed construction start
Opening Event	Green	Nov 2022	Nov 2022	

OPEN PROJECT RISKS	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
There is a risk regarding achieving landowner agreements for proposed route	Amber	Amber	Jody Kelly	Site visits commenced and individual engagements with impacted landowners underway
There is a risk the scope of works for the preferred route may impact schedule or exceed budget	Amber	Amber	Jody Kelly	Implications of route will be closely monitored to ensure achievable within budget and schedule
There is a risk of negative community response to a preferred route	Amber	Amber	Jody Kelly	Te Roroa have indicated concerns surrounding community buy-in to the route. A review of the community engagement strategy is underway.
There is a risk of insufficient trainees to meet the required programme of works	Amber	Green	Jody Kelly	7 candidates identified, screening to be progressed
There is a risk the budget will be insufficient	Green	Amber	Jody Kelly	Funding to support high risk sections has applied for through NZTA Waka Kotahi and discussions with MSD regarding training funding support are still underway. The preferred route option has some new alignments that require pricing.
A property is for sale which was programmed for stage one works and there is a risk the transfer of ownership may impact the programme	New risk	Amber	Jody Kelly	The project team is trying to contact the new owner. Works related to this property may need to be pushed out in the programme, which would incur more establishment/disestablish costs this way.
There is a risk that Te Roroa are not brought into the project team as true partners resulting in a loss of confidence in the relationship and risk to overall project success.	New Risk	Amber	Jody Kelly	<p>The project re-set resulted in clear direction for change within the project, which will be actioned promptly by the team.</p> <p>The current pause on operations whilst the project team re-establishes ways of working (as per the Te Roroa re-set session) impacts the overall project delivery timeframe</p>

OPEN PROJECT ISSUES	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
The training programme and funding continues to be under negotiation	Amber	Amber	Jody Kelly	This issue is being mitigated through supporting negotiations between with MSD and Wilsons Earthmoving
A landowner objection to a section of the route has been received, alongside a request that no KDC staff (or related) access to property	Red	Amber	Jody Kelly	<p>Proposed that DoC take a lead on this section given they have ownership. Meeting with DoC in March.</p> <p>Project team will continue working in respect to the landowner request (alongside DoC) and will progress with a view of identifying a mutual solution</p>

Mangawhai Shared Path March Project Update

Meeting: Externally Funded Projects Committee
Date of meeting: 17 March 2021
Reporting officer: Joanne Reid, Programme Manager

Purpose/Ngā whāinga

To update on the progress (including financial status, risks, issues, milestones achieved and next steps) of the Mangawhai Shared Path Project.

Recommendation/Ngā tūtohunga

That the Externally Funded Projects Committee:

- a) Notes the Mangawhai Shared Path March project update.

Discussion/Ngā kōrerorero

A detailed project update is provided in Attachment A: Externally funded projects (EFP) Mangawhai Shared Path status report.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

The projects will continue to progress as specified in the Externally funded projects (EFP) Mangawhai Shared Path status report.

Attachments/Ngā tapiritanga

A	Externally funded projects (EFP) Mangawhai Shared Path status report March 2021
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EXTERNALLY FUNDED PROJECTS: MANGAWHAI SHARED PATH

Project Name	Mangawhai Shared Path	Date of Report	02/03/2021
Current Phase	Planning	Project Manager	Tim Manning

COMPONENT	Schedule	Green	Budget	Amber	Risks/Issues	Amber
PREV. MONTH	Schedule	Green	Budget	Amber	Risks/Issues	Amber
<p>Comment (mandatory if status indicator red or amber)</p> <p>Budget is currently Amber despite Waka Kotahi having approved a total of \$6.4M of funding. Funding approval is still required for the works in the coastal marine area (i.e., boardwalk and bridge), which is estimated to be approximately \$3.4M. This will occur under the NLTF process, which is expected to start in May and may take up to September 2021 to be finalised. Indications from Waka Kotahi is that this section is ranked very highly.</p> <p>Risks and Issues is currently Amber due to the open risks and issues related to Waka Kotahi funding approvals and the risk that cost of the final design exceeds forecasted budget</p>						

OVERALL BUDGET (\$)	CURRENT FY BUDGET (\$)	SPEND TO DATE (\$)	BUDGET SPENT TO DATE (%)
7,925,300	6,400,000	415,751	5%
PROJECT FUNDING ALLOCATIONS			
Infrastructure Reference Group (IRG)			\$2.4M
Provincial Growth Fund (PGF)			\$
Kaipara District Council			\$0.6M
Other (e.g. Waka Kotahi)			\$4M
PROJECT BUDGET BY PHASE			
INVESTIGATION (\$)	DESIGN (\$)	CONSTRUCTION (\$)	
TBC	TBC	TBC	
COMMENT			
<ul style="list-style-type: none">The amount of funding approved by Waka Kotahi influences the breakdown of the budget and funding allocations. The project funding allocations above relate to the \$6.4M of approved funding. KDC have an additional \$3.2M funding for this project approved. The project funding allocations will need to be updated once Waka Kotahi funding is confirmed for the balance of the works.			

PROJECT BACKGROUND
In Oct 2020, MBIE allocated \$2.4m of funding from the Infrastructure Reference Group (IRG) fund for the construction of approximately 3.8 km of shared pathway on Molesworth Drive and improvements to the Insley Street / Moir Street intersection and Molesworth Drive / Moir Street intersection.

The Mangawhai Shared Path project will hold an overall budget of ~\$7.9m, this is comprised of the \$2.4M of funding under the IRG funding agreement, ~\$0.6M of co-funding from Kaipara District Council development contributions and ~\$4.9M from NZTA Waka Kotahi

UPDATE FROM PREVIOUS MONTH – LAST MONTH'S ACTIVITIES

- Obtained Waka Kotahi funding approval for a total of \$6.4M
- Obtained Council approval for land acquisition for 43 and 45 Moir St.
- Prepared tender documentation
- Ongoing development of resource consent applications

ACTIVITIES GOING FORWARD – THIS MONTH'S ACTIVITIES

- Tender works
- Ongoing development of resource consent applications
- Preparation of public communications and engagement on execution of both the MBIE and Waka Kotahi funding agreements
- Schedule North power and Chorus for service diversion works (long lead in period).
- Execute land acquisition agreements by the CE for 43 and 45 Moir St.

COMMUNITY ENGAGEMENT / MEDIA ACTIVITY PLANNED – NEXT TWO MONTHS

- Public communications and engagement to take place upon execution of both the MBIE and Waka Kotahi funding agreements

DECISION PAPERS SUBMITTED: PENDING DECISION

- None

PROJECT MILESTONES	STATUS (R, A G)	BASELINE (PLANNED) COMPLETION DATE)	EXPECTED COMPLETION DATE	COMMENTS (MANDATORY IF STATUS INDICATOR RED OR AMBER)
MBIE contract executed	Complete	Complete	Complete	
Waka Kotahi funding executed	Complete	Complete	Complete	
Award construction contract	Green	May 21	May 21	
Construction commences)	Green	May 21	May 21	
Construction Complete	Green	Sept 22	Sept 22	
Opening Event	Green	Oct 22	Oct 22	

OPEN PROJECT RISKS	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
There is a risk that the Waka Kotahi funding application is declined, which would result in inadequate funding for shared path requirements	Green	Closed	Tim Manning	Funding confirmed. Risk closed
There is a risk the outturn cost of phase 1 exceeds the budget	Amber	Amber	Tim Manning	The \$6.4M of approved scope matches the engineers estimate. This risk relates primarily to the boardwalk and bridge stages
There is a risk of delay in the resource consent process for the Boardwalk and Bridge in the Coastal Marine Area	Green	Green	Tim Manning	The programme allows for a worst-case situation where the consent gets taken to the Environmental Court. The team is currently working with specialists to ensure that potential issues (i.e., Ferry Tern and local residents, etc) are managed as best as possible
There is a risk of construction disruption resulting in Council being liable for temporary business loss for the 4 businesses that are operating under a Public Works agreement for land acquisition	Green	Green	Tim Manning	Evaluate Construction Tenderers on their ability to minimise disruption and the any potential temporary business loss for the 4 shops at 43 Moir St. Note, it is not possible to ascertain what the compensation will be, if any

OPEN PROJECT ISSUES	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
There is an issue of delay in Waka Kotahi approving the funding for the board walk and bridge component of the shared path as part of the 21/22 NLTF process	Amber	Amber	Tim Manning	The RLTP approval process will not start until approximately May 2021 and could take up to Sept 2021.

Kaiwaka Footbridges March project update

Meeting: Externally Funded Projects Committee
Date of meeting: 17 March 2021
Reporting officer: Joanne Reid, Programme Manager

Purpose/Ngā whāinga

To update on the progress (including financial status, risks, issues, milestones achieved and next steps) of the Kaiwaka Footbridges Project.

Recommendation/Ngā tūtohunga

That the Externally Funded Projects Committee:

- a) Notes the Kaiwaka Footbridges March project update.

Discussion/Ngā kōrerorero

A detailed project update is provided in Attachment A: Externally funded projects (EFP) Kaiwaka Footbridges status report.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

The projects will continue to progress as specified in the Externally funded projects (EFP) Kaiwaka Footbridges status report.

Attachments/Ngā tapiritanga

A	Externally funded projects (EFP) Kaiwaka Footbridges status report March 2021

EXTERNALLY FUNDED PROJECTS: KAIWAKA FOOTBRIDGES

Project Name	Kaiwaka Footbridges	Date of Report	02/03/2021
Current Phase	Planning	Project Manager	Tim Manning

COMPONENT	Schedule	Amber	Budget	Green	Risks/Issues	Green
PREV. MONTH	Schedule	Amber	Budget	Green	Risks/Issues	Green

Comment (mandatory if status indicator red or amber)

Schedule is currently Amber as the programme is carrying a seven-week delay due to the following:

1. The Department of Conservation (DOC) requires approximately three weeks to approve the specification of the works prior to approval being granted for the north bridge on the western side
2. Due to the design market being very busy, it is taking approximately a month longer than planned to get the geotechnical investigation completed for the north bridge on the western side

As a result of the above, there is a delay to the planned award of contract, which is now planned for May (originally planned for end of March).

OVERALL BUDGET (\$)	CURRENT FY BUDGET (\$)	SPEND TO DATE (\$)	BUDGET SPENT TO DATE (%)
750,000	250,000	24,312	3.2%
PROJECT FUNDING ALLOCATIONS			
Infrastructure Reference Group (IRG)			\$750,000
Provincial Growth Fund (PGF)			\$ -
Kaipara District Council			\$ -
Other (e.g., Waka Kotahi)			\$ -
PROJECT BUDGET BY PHASE			
INVESTIGATION (\$)	DESIGN (\$)	CONSTRUCTION (\$)	
\$50,000		\$700,000	
COMMENT			
Spend to date relates to concept design and public liaison drawings. Design & construction budget combined due to 'Design and Build' procurement strategy			

PROJECT BACKGROUND

In 2014 Kaipara District Council undertook a Community Planning exercise in Kaiwaka. From this, a township Improvement plan was developed and shared with Iwi, Taumata Council and community representatives, then finalised in November 2016.

With State Highway 1 (SH1 Auckland/Northland corridor) splitting the township, connectivity was a safety issue crossing from one side of the road to the other. Several solutions have been identified and some implemented. A high risk identified was safe crossings to the township and across the waterways. Pedestrian bridges were identified as the safest way to achieve these crossings.

In November 2020, MBIE approved \$750k funding from the Infrastructure Reference Group (IRG) fund for the construction of two bridges in Kaiwaka and a linked pathway. By implementing these pedestrian bridges, we align to the walking and cycling strategy, plus provide linkages to the Ancient Kauri Trail, supporting growth and economic development for the township.

UPDATE FROM PREVIOUS MONTH – LAST MONTH’S ACTIVITIES

- The consultant is progressing with the geotechnical investigation and preparing tender documentation
- Procurement plan approved by Council
- Investigated the inclusion of a wastewater pipe diversion into the southern bridge construction. It was determined that the wastewater pipe diversion will be carried out as a separate Contract, with the bridge designed to allow for the future addition of the pipe
- Started the resource consent process for both bridges

ACTIVITIES GOING FORWARD – THIS MONTH’S ACTIVITIES

- Provide DOC specification to review and approve
- Prepare the resource consents for both bridges
- Finalise drawings and documentation to go to Tender

COMMUNITY ENGAGEMENT / MEDIA ACTIVITY PLANNED – NEXT TWO MONTHS

- Articles are planned for both the Mangawhai Focus (8th March) and the Kaiwaka Bugle (mid-March). The articles will identify that both bridges are planned to be on the western side of SH1 and will communicate construction is programmed to start by September 2021 at the latest

DECISION PAPERS SUBMITTED: PENDING DECISION

- None

PROJECT MILESTONES	STATUS (R, A G)	BASELINE (PLANNED) COMPLETION DATE	EXPECTED COMPLETION DATE	COMMENTS (MANDATORY IF STATUS INDICATOR RED OR AMBER)
Contract executed	Green	Complete	Complete	
Award procurement construction contract	Amber	March 21	May 21	Delay due to approvals required prior to going to Tender
Obtain all consents	Green	June 21	July 21	As above
Construction commencement	Green	July 21	Aug 21	As above
Construction complete	Green	Dec 21	Feb 22	As above and influence of Christmas shutdown
Opening Event	Green	Jan 22	Mar 22	As above

OPEN PROJECT RISKS	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
There is a risk of delay to programme by incorporating the diversion of a wastewater pipe into the southern bridge design	Green	Closed	Tim Manning	Confirmed wastewater pipe diversion into the southern bridge will be carried out as a separate Contract. Risk closed
There is a risk of lack of interest in the procurement method due to a buoyant construction market	Green	Green	Tim Manning	To mitigate a registration of interest will be issued prior to releasing the Tender to test the market
There is a risk there is insufficient budget to complete the footpath connections between bridges	New risk	Amber	Tim Manning	The original budget was a high-level estimate based primarily on DoC standard bridge estimates. It is possible that the design and procurement stage may identify costs which are above the budget.

OPEN PROJECT ISSUES	PREV MONTH (R,A,G)	STATUS (R,A,G)	OWNER	COMMENTS
Delay to programme of approximately 2 months due to time taken to complete geotechnical investigation and obtain DOC approval for building the northern bridge on their land	New Issue	Amber	Tim Manning	To try and reduce the impact of the programme delay we have decided to complete the resource consent process in advance of the final design. This will reduce the risk of future delays and may enable the construction start date to be brought forward 2 to 4 weeks.

Kai Hub March 2021 update

Meeting: Externally Funded Projects Committee
 Date of meeting: 17 March 2021
 Reporting officer: Joanne Reid, Programme Manager

Purpose/Ngā whāinga

To update on the progress of the Kai Hub

Recommendation /Ngā tūtohunga

That the Externally Funded Projects Committee:

- a) Notes the Kai Hub March 2021 update.

Discussion/Ngā kōrerorero

A detailed update is provided in Attachment A: Kai Hub update March 2021

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

The Kai Hub will continue to progress as specified in the Kai Hub update March 2021

Attachments/Ngā tapiritanga

Attachments | Ngā tapiritanga

A	Kai Hub update March 2021

Kaipara Kai Hub

January 2021

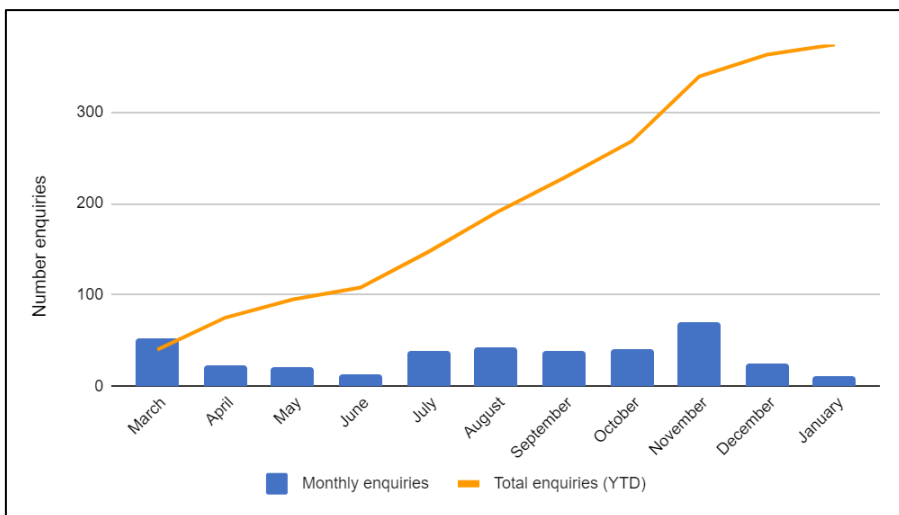
Engagement dashboard

Hub Manager Matt Punter



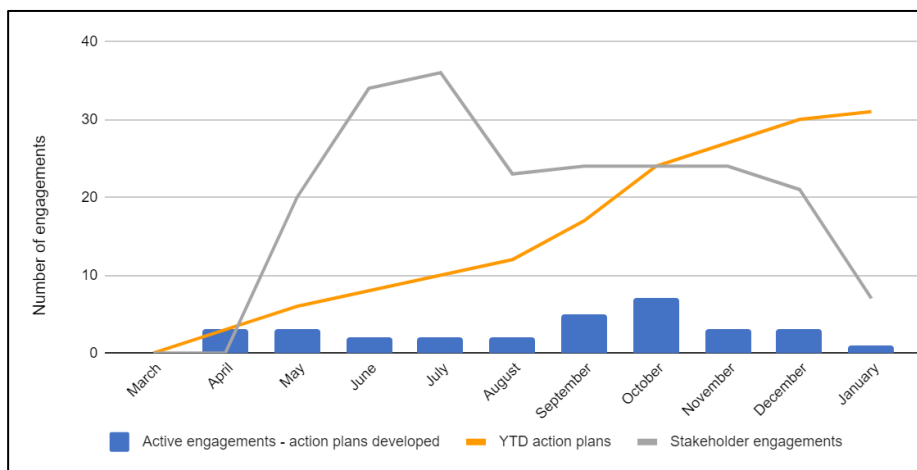
Enquiries

New enquiries related to food production in the Kaipara



Engagements

Active: clients with ongoing interactions and action plan development
Stakeholder: interest groups or individuals who we keep informed and aligned, no action plan development



Projects

- Existing projects are underway however fewer engagements took place due to the holiday period

Cluster development

- Cluster development is underway however fewer engagements took place due to the holiday period

Strategic alignments

- The Kaipara Kai Hub team visited Ngawha Innovation and Enterprise Park development as part of an industry and stakeholder delegation
- Connected with Poutama Trust who are seeking Maori businesses to invest in
- Northland Inc and Kaipara Kai Hub team have continued to develop the future funding plan for the Hub beyond June 2021
- Engagement lower due to holiday period

Events — Promotion, outreach and extension activities

- Rural Delivery television crew filmed a piece about Kaipara Kai Hub which is due to be televised later in the year
- Gained significant publicity in the media about the Peanut trial work being done in Kaipara
- Participated in He Maara Kai Wananga that was held at Naumai Marae on Jan 23rd, bringing together the community to develop a food sovereignty plan

Māori engagement —

Meetings and site visits

	January	YTD
Iwi	1	16
Marae	1	14
Whānau	0	9

Kaipara Kai Hub January 2021

Finance dashboard

Hub Manager Matt Punter

Funding period Mar20-Jun21

Set up

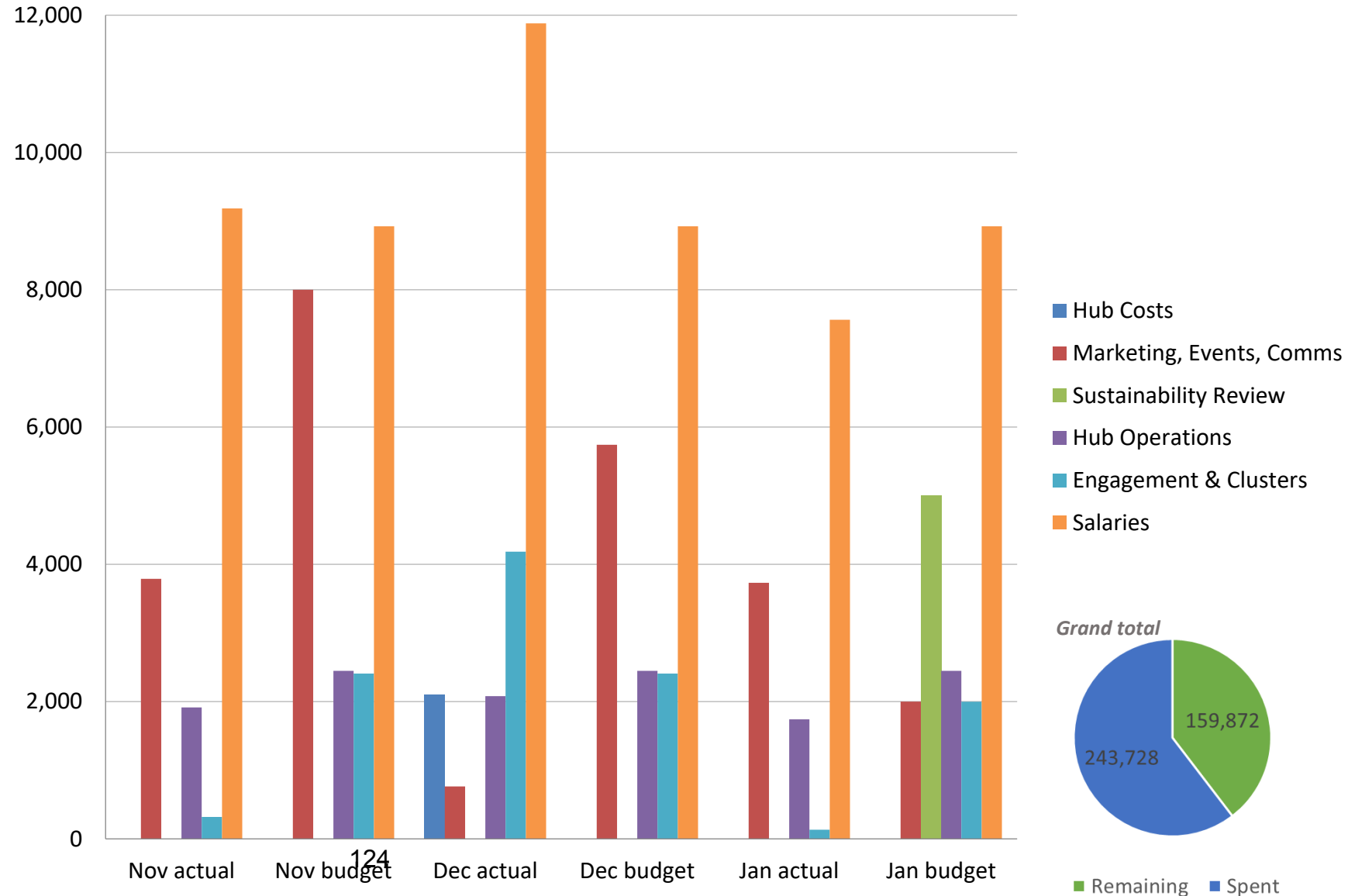
- Since vacating the building at Ruawai no rent costs are being incurred

Operations, Events, Clusters, Marketing

- As part of He Maara Kai programme, Kaipara Kai sponsored garden set up costs in partnership with local business Garden2Go
- Due to holiday period, total expenses for the month were low at \$14k

Future proofing

- The \$25k for the sustainability review has not been spent and is available in case external consultants are required to develop a business case



EFP Programme Financial Overview March 2021

Meeting: Externally Funded Projects Committee
Date of meeting: 17 March 2021
Reporting officer: Joanne Reid, Programme Manager

Purpose/Ngā whāinga

To update on the financial status of the Externally Funded Programme of projects.

Recommendation/Ngā tūtohunga

That the Externally Funded Projects Committee:

- a) Notes the EFP Programme Financial Overview March 2021.

Discussion/Ngā kōrerorero

A detailed financial overview is provided in Attachment A: EFP Programme Financial Overview.

Significance and engagement/Hirahira me ngā whakapāpā

The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

The programme will continue to progress as specified in the Externally funded projects (EFP) status reports.

Attachments/Ngā tapiritanga

	Title
A	EFP Programme March Financial Overview

Externally Funded Projects Programme Financial Overview
Published 04/03/21

Project Name	Funding Stream Breakdown				Project Financial Overview				Project Budget By Phase			Additional Information
	Infrastructure Reference Group (IRG)	Provincial Growth Fund (PGF)	Kaipara District Council	Other (e.g. Waka Kotahi)	Project Budget (Total)	FY 20/21 Budget	Spend to Date	Budget spent to date	Investigation	Design	Construction	
Kaihu Valley Trail	\$4,000,000				\$4,000,000	\$628,000	\$129,588	3.2%	\$540,840	\$275,000	\$3,184,160	
Kaiwaka Footbridges	\$750,000				\$750,000	\$250,000	\$24,312	3.2%	\$50,000	\$700,000		Design & construction budget combined due to 'Design and Build' procurement strategy
Mangawhai Shared Path	\$2,400,000		\$600,000	\$4,000,000	\$7,925,300	\$6,400,000	\$415,751	5.2%	NA	\$500,000	\$5,900,000	The amount of funding approved by Waka Kotahi does not include the current application submitted to the NLTF
Pouto Road Phase 1		\$5,050,000	\$511,100	\$833,900	\$6,395,000	\$5,830,307	\$578,998	9.1%	\$125,000	\$470,000	\$5,800,000	
Pouto Phase 2		\$3,130,000			\$3,130,000	\$253,823	\$167,964	5.4%	\$195,000	\$325,000	\$6,200,000	
Waipoua River Road		\$1,600,000			\$1,600,000	\$1,460,834	\$331,212	20.7%	\$65,000	\$330,000	\$1,205,000	
Unsealed Road network	\$4,910,000	\$3,150,000			\$8,060,000	\$5,550,000	\$685,056	8.5%	NA	NA	NA	Project budget by phase non applicable as this project is performed via contract variation to the existing business as usual Contract
Wharves Investigation		\$950,000			\$950,000	\$550,000	\$700,246	73.7%	\$950,000	NA	NA	
Dargaville Pontoon		\$654,000			\$654,000	\$654,000	\$656,614	100.4%	NA	NA	\$654,000	
Pouto Wharf		\$1,809,000			\$1,809,000	\$1,809,000	\$85,022	4.7%	\$140,000	\$75,000	\$1,734,000	
Pahi Wharf		\$865,000			\$865,000	\$865,000	\$83,132	9.6%	95,000	\$75,000	\$790,000	
Beach Landing		\$400,000			\$400,000	\$400,000	\$4,708	1.2%	\$135,000	125,000	140,000	
Water		\$740,000			\$740,000	\$489,964	\$340,043	46.0%	\$40,000	\$700,000		Design & Construction budget combined. 'Construction' cost includes on-going management & operation costs
	\$12,060,000	\$18,348,000	\$1,111,100	\$4,833,900	\$37,278,300	\$25,140,928	\$4,202,646					

EFP Programme Timeline March 2021

Meeting: Externally Funded Projects Committee
Date of meeting: 17 March 2021
Reporting officer: Joanne Reid, Programme Manager

Purpose/Ngā whāinga

To update on programme timeline of the Externally Funded Programme of projects.

Recommendation/Ngā tūtohunga

That the Externally Funded Projects Committee:

- a) Notes the EFP Programme Timeline March 2021.

Discussion/Ngā kōrerorero

Progress against key milestones are provided in Attachment A: EFP Programme timeline

Significance and engagement/Hirahira me ngā whakapāpā

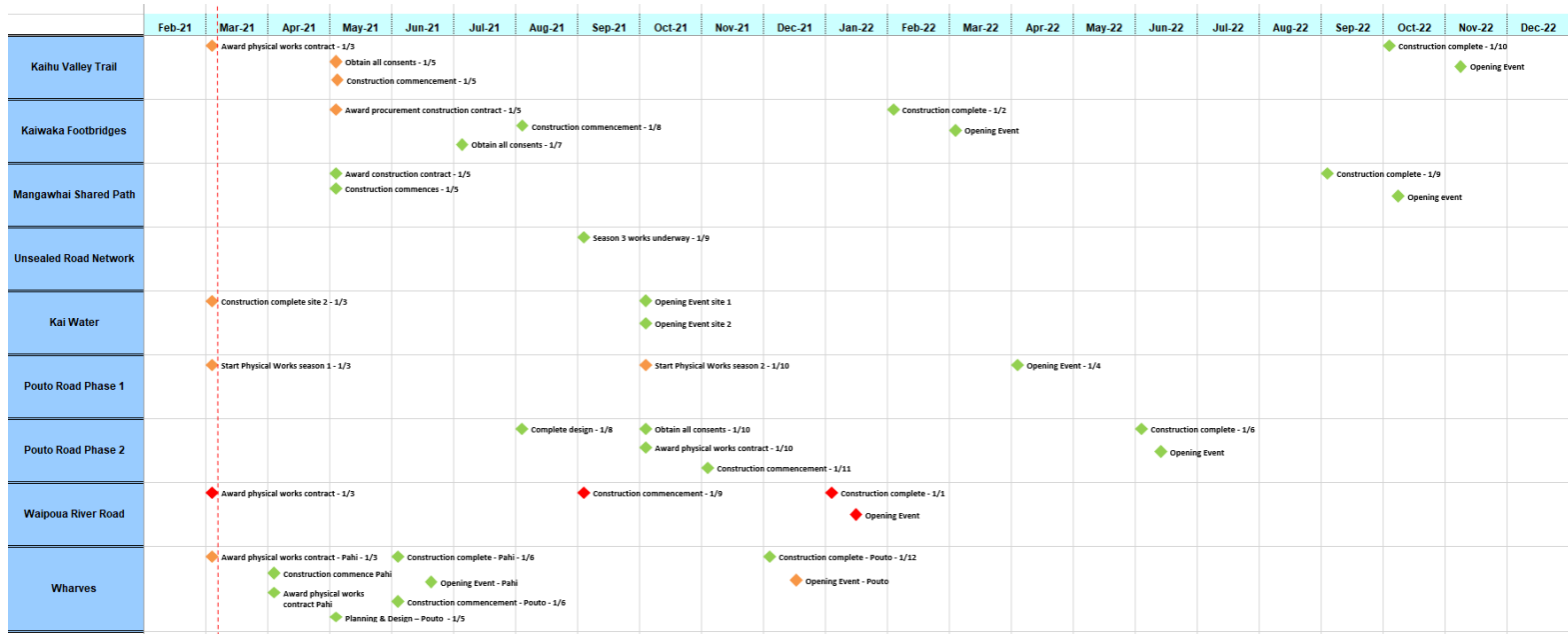
The decisions or matters of this report do not trigger the significance criteria outlined in Council's Significance and Engagement Policy, and the public will be informed via agenda on the website.

Next steps/E whaiake nei

The programme will continue to progress as specified in the EFP Programme timeline overview.

Attachments/Ngā tapiritanga

	Title
A	EFP Programme timeline overview March



Public excluded items 17 March 2021

The following recommendation 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 the Act.

On the grounds that matters will be prejudiced by the presence of members of the public during discussions on the following items, it is recommended:

Recommendation/Ngā tūtohunga

a) That the following items are considered with the public excluded:

Item	Grounds for excluding the public
Public Excluded Minutes from 17 February 2021.	To protect the privacy of natural persons, including that of deceased natural persons (LGOIMA s7(2)(a)), to avoid prejudice to measures protecting the health or safety of members of the public(LGOIMA s7(2)(d)), to enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities (LGOIMA s7(2)(h)) and to enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations) (LGOIMA s7(2)(i))