**Hibiscus and Bays Local Board**

**OPEN MINUTE ITEM ATTACHMENTS**

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**Note:** The attachments contained within this document are for consideration and should not be construed as Council policy unless and until adopted. Should Councillors require further information relating to any reports, please contact the relevant manager, Chairperson or Deputy Chairperson.
Hibiscus & Bays Local Board

Landowner approval request for Mairangi Bay Surf Lifesaving Club

Business Meeting
20 June 2018
Council Chamber, Orewa

Presented by:
Michael Buck, MBLSL Chairman
Tony Sands, MBLSL Redevelopment Committee
Background

- MBSLSC has a membership of over 1,200, aged 5 upwards. MBSLSC is probably NZ’s largest Surf Lifesaving club;

- MBSLSC has had a presence at Mairangi Bay since the 1950’s. The Sidmouth St boatshed was constructed in 1980’s by the club;

- Watercare’s plans to redevelop its Mairangi Bay pumpstation requires MBSLSC to vacate its own boatshed on Watercare’s Sidmouth St property as well as its storage containers on Sidmouth St reserve;

- Held within these storage assets is equipment utilized to undertake MBSLSC’s patrol safety services at Mairangi Bay and other Auckland locations as well as other club programs for its members;

- Notice from Watercare provided late-April with no other consultation, whereas Watercare’s briefing to Local Board in November 2017 included the MBSLSC boatshed in their plans;
Request

- MBSLSC requests Local Board approval to temporarily relocate its storage assets to the Montrose Reserve during the term of the Watercare redevelopment. Note, timing remains unknown;

- MBSLSC proposes to occupy a thin east-west strip of land parallel to the Montrose Reserve – Sidmouth Reserve/Watercare land boundary;

- The footprint will be set up so that there is minimal impact to the reserve, the public and neighbours;

- Steps will be taken to minimize negative visual effects;

- Water and power required – this provided by Watercare indicatively;

- Refer proposed footprint in following pages. MBSLSC will work with Land Advisory Services to appropriately implement;
Item 8.1

Proposed temporary storage footprint approx. 35m x 10m
Further discussion

• The Mairangi Bay Reserves Management Plan contemplates a storage footprint in the Montrose Reserve area for MBSLSC;

• Once Watercare’s redevelopment is complete, MBSLSC proposes the land vacated by MBSLSC’s storage shed and Watercare’s old pumpstation would be best suited for the club’s replacement storage facility. This would maximise public reserve land;

• It is understood a land exchange between Watercare and the Council at Sidmouth St is intended once Watercare’s facility is completed;

• MBSLSC therefore confirms it will at a later date seek landowner approval to utilise this land as outlined overleaf;

• Has the Local Board and Council approved the removal of trees per Watercare’s recent drawings?
Future storage facility location

attachment A
Orewa Sculpture Trail

"Families from all over Auckland visit the new sculpture walk at Orewa."

Over 1.4m people living in Auckland

500,000+ families
Education

Art

Sculpture

Culture

Environment

Over 500 schools

300,000 school children in Auckland, many of them studying art.
Sculpture at Gibbs Farm

Mark and Jason Evans have travelled from Australia to visit the now famous Gibbs Farm.

3,775,000 visitors arrive in Auckland each year... an opportunity exists to attract more of those visitors to Orewa and Silverdale.
SCULPTURE TRAIL MAP

33 Initial sites recognised

90+ at maturity

KEY
- Cycleway
- Sculptures

Item 8.2
Hibiscus and Bays Local Board 20/06/18

(1) Introduction

Good evening I am Robert Allsopp-Smith President of the Gulf Harbour Marina Berth Holders Assn – representing 1052 Berth holders.

I will not be going over the history of the Hammerhead issues as I am sure it is well known by you all.

I will be making a number of statements which will hopefully alarm most of you – all of which can be factually backed up as and when required.

I would start with the question
What is a Marina?
It is a mooring area for boats first.
It is an area for Berth Holders car parking second.
It is a commercial area for boat maintenance and provisioning third.
It is a transport hub for Ferry service fourth.
It is a retail area for chandlery etc being marine related fifth.
It is open public space sixth.

Auckland Council has no over arching strategy regarding Marina’s that is consistent for all Marina’s
An example being Westhaven Marina is listed as a Strategic Asset by Council. No other Marina’s are treated the same although the others have vital Transport hubs being the Ferry service.
(2) Regarding the Hammerhead/Land sale option at Gulf Harbour.

Panuku is not telling the truth, nor presenting balanced information regarding this proposal.
- Presentation to the Local Board included reference to some High Performance Yachting Base, that was not included in the Yacht Club presentations.
- Panuku claim to need to protect the Hammerhead for open space and recreational use. Why did Panuku initiate and support the extinguishing of the Esplanade Reserve on the Hammerhead, some 18 months ago? This removed 1/3rd of the Hammerhead area from being open space.
- Panuku has not mentioned that the sale of lots 1-6 extinguishes the Development Licenses over these lots, thereby removing existing controls over development.
- Panuku stated that Leasing the Hammerhead to the Marina would open it to third party sublease and Council would lose control. This is wrong as any sublease would have to be approved by Council, and requiring the same terms and conditions as exist in the Head lease would be reasonable.
- Panuku claimed the lessee could restrict access to the Hammerhead if leases were taken up. Not so — Pedestrian access is guaranteed as it temporary vehicle access.
- Panuku claim the Public Works Act can’t be used to acquire the Hammerhead lease rights as it is open space. Once again not true the whole area is required for car parking for the Ferry service during the week and car trailer parking at the weekends. Both requirements fit the PWA criteria.
- Panuku told us there was no budget for the PWA. Given the value of the right to lease is less than $200K that statement is a nonsense.
- Panuku has not followed the Local Government Act requirements with regard to consultation. The “engagement sessions” were to tell us what they have decided and are doing – that’s not consultation. Additionally their idea of engagement is to invite approx. 120 persons to briefings. Word of mouth increased that to approx. 240.

Look at how the sessions were advertised
Direct mail – the 120
Advertisement in Rodney Times – do you know anyone who saw these.
Rolling Auckland wide neighbourly adverts.
News story on Panuku web site
Posters and displays around Gulf Harbour - only put up after the first session.
Regular posts on Panuku Face book.
A post on Panuku twitter feed.

(3) Panuku will tell us, and has, that The Marina Zone and Precinct Plan protect the Community (Stakeholders) interests should the sale of lots 1-6 go ahead. These will limit and control development within the Marina.

What they are not telling us is that the same controls existed at Pine Harbour Marina which has gone through a series of consent applications resulting in Half the Berth Holders car park being taken away for four multi story apartment blocks to be built. This was done with Council support and help at the commission hearings – So much for Council protecting the existing amenity value of the Marina’s.

Clause 1510.3 of the Marina Precinct Plan “Requires new development to be designed and located in a manner that:-
(b) does not adversely affect the operation of the Marina or Ferry Terminal.”
Council is ignoring this provision. And others.

(4) Information Required

Questions that should be asked of Panuku
- What studies have been undertaken by Auckland Transport regarding future Parking requirements at Gulf Harbour, given their intention of introducing faster and more frequent ferry service?
- What studies have been undertaken to establish just what the recreational use of the Hammerhead might be?
- What studies have been undertaken to establish what the recreational trailer boating needs are in the area?
- What studies have been undertaken to establish the needs of the Ferry service patrons?
- What studies have been undertaken to evaluate what could be developed on the Hammerhead if it was to be leased to the Marina Co?
- What studies / consultation has been undertaken with residents overlooking the Marina?
- What studies have been undertaken around Council’s declared policy of Place Making in Coastal Marine Zones?
- What studies/consultation has been undertaken with Civil Defence requirements in case of an emergency?
- Why does the Panuku Strategy Plan 30th May include West Park Marina part sale proposed by Panuku “3.4 Like West park Marina a proposed sale of the entire Marina could result in poor outcomes in respect of Public use, transport and Marina access.” Panuku’s own assessment is that this land sale of lots 1-6 could have bad outcomes for Marina users.
- Why does Panuku Startegy Plan May 30th relating to Westpark Marina 3.3 state “Panuku has agreed to undertake a public engagement process to communicate
why considering the partial disposal of the Marina is being considered and to seek feedback from various stake holders including Berth Holders, ferry users, visitors, and residents on options to improve outcomes for these groups”. The same didn’t happen at Gulf Harbour.

- Why will Panuku (Council) not place covenants on lots 1-6, if they were to be sold, reinforcing the terms and conditions of the Development Licenses for the Marina?

(5) Conclusion

There is no hurry for this situation to be resolved, it’s been on the go for at least six years.

Panuku has a plan with no consideration being given to the adverse effects of their proposals. Probably driven from within Council by proponents of Asset sales, which must be coming from very high up the pecking order. There is also every indication that Panuku’s actions are being driven and dictated to by the Marina owner/developers, not by what the community wants.

A number of the Board members did attend at least one of the “engagement sessions”, and saw first hand the total community support for Council having ownership and control of the Hammerhead. The vote at all three sessions was unanimously in favour of this. Similarly the vote was unanimously against the sale of Lots 1-6 to the Marina owner (or anyone else).

You will recall the undertaking given by Panuku at those sessions that community concern would be taken back and reported. The Report to Panuku Board on 30th May made no reference to the outcomes of the “engagement sessions” and certainly no comment on the community feelings or votes.
Panuku has placed you the Local Board in a Sophies choice situation by interlinking two unrelated issues, and asking for your support.
We believe that, given the community will expressed at the engagement sessions, your responsibility is to represent that view and Board support cannot be given.
Would each of you like to have their legacy of the time on the Local Board as being the ones who gave away the Golden Egg for a piece of silver? This could be a defining issue of this Boards term in office.

You do not have, and have not been given enough, nor relevant, information to make a valued judgement on this issue, through no fault of your own.
Panuku is treating everyone involved as Mushrooms.
(keep people in the dark and feed them manure!)
It appears the Panuku Board as well as Auckland Councillors are not being given all the information, so how can they make reasoned determinations?
Recent experience suggests there are sub group factions within Council running their own agenda, and not sharing information, – is this another one.
Is this how democracy is meant to work?

Community concern can only start at Local Board level and we implore you to either vote NO, or defer any decisions until you have full, honest and comprehensive information.

The message to Panuku and the Local Board from the community you represent was very clear:-
The Hammerhead was to be protected via the Public Works Act
That lots 1-6 were not to be sold.
Unanimous votes on each cannot be ignored.
Hibiscus and Bays Local Board
20 June 2018

Minute Attachments

Presentation to Panuku Board 30/5/18

Good afternoon and thank you for the opportunity to address you today.

I am Robert Allsopp-Smith President of the Gulf Harbour Berth Holders Assn and a resident / ratepayer of Rodney.

I wish to address you today on the matter of the Gulf Harbour Marina – Hammerhead land swap issue.

(1) Introduction
(a) Berth license holders are not opposed to any change - what we are opposed to is change that ignores the interests of the local community, marine businesses and berth holders and failure to up hold the principles of the Coastal-Marina Zone.

(b) At Gulf Harbour Marina, Hobsonville Marina and Westhaven Marina, land and Marina basin ownership was vested in Council (the community). Marina development licenses and long term lease arrangements enabled effective Public-Private Partnership arrangements for the development and operation of Marinas. That model was and remains sound.

(c) Placing marina land into freehold private ownership simply opens the door for the owner to exploit each and every opportunity to push the “boundaries” of the Auckland Unitary Plan.

(d) Experience shows that a determined owner will try, try, and try again to get the outcome they desire. First a consent application, then a hearing, then an appeal, and then another appeal until all arguments have been pushed aside.

(e) These repeated challenges to gain consent are a cost of doing business for the owner. Without strong Council control the last line of defence is the opposition of the affected and interested parties (the community) – and in comparison community opponents typically have very limited capacity to finance protracted legal battles and “expert” evidence.

(f) Short term capital gain to Council seems to be a major driving force that is overriding responsible and balanced decision making.

(g) There is no real protection offered by the AUP (which is not perfect) or the consent process, because experience shows that Council is willing
to allow a developer / owner to maximise or even stretch development Rules and Standards.

(h) Recent experience gives us little faith that Council can or will control development of marina land in a manner that preserves the amenity value of marina facilities worthy of the “City of Sails”. That is why we want Council to retain control of Marina land and uphold the principles of the Coastal – Marina Zone.
(2) Referring specifically to Gulf Harbour and the Hammerhead

(a). At the recent “engagement sessions” we were told that the community concerns would be reported back, to Council and Board. There is no mention in the information paper of the 100% agreement, by those invited, that lots 7-9, being the Hammerhead, should be in Council control and ownership.
Nor is there any mention of the 100% opposition to the ownership of lots 1-6 being relinquished by Council, by the same people.

(b). Similarly we were told the proceeds of any sale would have to be spent in the Gulf Harbour Marina area, marine related. This is also in error. Council can spend the proceeds as ever it wants if no suitable local cause can be found.

(c). We were also told that should the lease be taken up, then the lessee could prevent access to the Hammerhead at his boundary. This is also in error as the Empowering Act and development license both guarantee both pedestrian access to all areas of the Hammerhead (except buildings) and temporary vehicle access to the Hammerhead.

(d). Additionally we were told that the lessee could sublet this area and Council would lose control. This is also in error as any sub lease would have to be approved by Council (with such approval not being unreasonably withheld ). Requiring the same terms and conditions as exist in a head lease, being applied to any sub lease, is not unreasonable and occurs on a regular basis.

(e). Having been provided these examples of incorrect information , it will come as no surprise that very few people believe or accept the advice given to them by Panuku, at the “sessions” that should the lots 1-6 be freeholdied to the current lessee he would be unable to seek or be given approval for structures such as apartments on any of those lots. It is already happening elsewhere in Marinas in the Auckland area with Councils complicit help.
(f) On top of all of the above the Local Government Act has been ignored – There has been no consultation with :- Berth Holders, Local community, Local ratepayers Assn, Commercial operators within the Marina, Iwi or any other potentially affected persons, regarding options and potential outcomes.

3 What is in it for the lessee?
(a) The big unanswered question is; Why does the lessee want to freehold lots 1-6 if there are no plans afoot to generate different activities (from those currently occurring) within those lots? There is evidence of some plan because much needed maintenance is not being undertaken in areas within lots 3,4,5,6 at present.

4 What is in it for Council?
(a) Why would Council want to give away over $200 million cash flow (revenue) over the period of this lease for a short term capital return of less than $10 million? Especially as at the end of lease Council still has a pot of Gold – being that land.

(b) It is well known that Council has a Debt to Revenue problem, but flogging off assets will only reduce future revenue streams, thereby making the problem much worse.

(c) It is clear from past records that last time this issue arose, Council was threatened with potential “Marine” related operations on the Hammerhead, such as dry stack boats, to increase the lessees leverage with Council. This option is clearly unworkable due to the nature and location of the site. This time it is the threat of third party sub lease. Which has already been shown to be a hollow threat. Ref 2(d)
5 Alternatives
There are any number of alternatives to the one being promoted by Panuku at present including:-

(a) Public works act acquisition of the lessees right to lease the Hammerhead, it certainly qualifies given the strategic significance of the Hammerhead for transport (ferry service). As well as its civil defence importance in an catastrophic emergency. On the last occasion the lessees interest was valued at less than $200K.

(b) Let the lessee take up the leases on the Hammerhead, and if the actions of the lessee affect the Ferry service etc then apply the Public works Act re the Hammerhead, at that time.

(c) The lessee does not want the Hammerhead as nothing that can be done with the area (because of the Appeals Court of NZ ruling) so limits income that could be derived from the area that, the leases would be surrendered in a very short time as being uneconomic. These leases are simply being used as leverage that does not exist.

(d) Car parking for the ferry service will always be an issue, even with the Hammerhead fully developed. Just look at what has occurred at every park and ride facility to date. With co-operation from the Berth Holders additional parking could be made available on lots 1 and 2 in the future, of approximately 500 parks. This would not be possible with the free hold option. Freeholding could see approx. 200 parks currently available to ferry commuters being lost.

(e) If the sale of lots 1-6 was to occur Council must place Caveats or Covenants on each title restricting its use to that which the Appeal Court ruled applies under GHM 1 And GHM 2. The lessee could have no objection unless there were plans outside of the Court rulings.

(f) Sell lots 1 and 2 to the Berth Holders as they can only be used for car parks (under the Court of Appeal ruling and the Empowering Act) so the lessee could again have no objection to such a coarse.

(g) There are many others as well, but being denied the opportunity to Consult has seen Panuku adopt blinker vision, with solutions based on what the lessee wants not what Council and the Community wants.
6 Conclusion

(a) At this time the current lease holder is not free to surrender the leases on lots 1 and 2, because of pre-existing terms and conditions between the Marina Company and Berth License Holders contained in the Prospectus and Deed of Participation.

(b) What needs to be remembered is that the land being referred to in this proposal is land that was recovered from sea bed and foreshore. It is public land, Vested with Council to hold in trust for the community benefit. It was never envisaged that Council as representative and upholder of the public good would sell off this land for any reason.

(c) Any benefit from this land (Income) was to be for the benefit of the district not for a commercial operator. If it were otherwise the land created would have been given to the original developers benefit (Wilkins and Davies Ltd).

(d) It must also be remembered that it was Berth Holders who actually paid for the development of the Marina and land in the first place. It is galling enough that Berth Holders now have to pay lease and rates costs on the land, but that is accepted as part of our social obligations to the community for depriving them of the use of said area, to sell it out from under them would add insult to injury.

(e) All benefit from ownership of lots 1-6 and 7-9 was to go to the district not a commercial operation.

(f) As the public, community and all stake holders can only rely on Council to do what is right rather than what is expedient we can only appeal and request you do what is right in this case. Perhaps starting again with a proper consultative process would be a good starting point.
Appendix (not submitted at the presentation)

What are the risks associated with lessee taking up the lease of the Hammerhead.
1 Charges could be introduced for Freedom campers.
   They will go elsewhere if they don’t want to pay.

2 Charges could be introduced for Ferry parking.
   This could be offset by co-operation from Berth Holders re their designated parking areas.
Access for buses and vehicle drop off/pick up is guaranteed.

3 Charges could be introduced for trailer boat launching and retrieval as well as their parking.
   Those who don’t want to pay will go elsewhere.

4 The very limited (in size) building, which has to be marine related, could be constructed and tenanted. No known venture/s on the Hammerhead seem likely as there is no passing traffic.

5 No other “structures” can be put on the Hammerhead so use and charging would not be possible, of any other Marine related activity. Such as basing the dry stack boats on the Hammerhead. There are too many operational restrictions for this to ever eventuate.

6 The income generated from any lessee activity on the Hammerhead would not cover the out goings of lease and rates costs – so in a very short time the lessee would want to voluntarily surrender the leases. Possibly even pay Council for that privilege.

7 Should any action by the lessee place the Ferry service in jeopardy, the Public Works Act would be an appropriate mechanism to wrest control of the Hammerhead for infrastructure needs, at that time.
11 June 2018

Robert Alsop-Smith
President of the Gulf Harbour Berth Holders Assn

Via email

Dear Robert

Thank you for your presentation to the board of Panuku Development Auckland on 30 May 2018.

As you will be aware, the Gulf Harbour marina has a complicated history. By way of background, in 1977 the Rodney County Council (Gulf Harbour) Vesting and Empowering Act was passed by Parliament to enable the construction of the marina. The marina was completed in 1988 and leases granted to Gulf Harbour Limited for Lots 1 to 6 (known as the Marina land) in 1989. The leases have rights of renewal to 2088. The balance of the land holdings (Lots 7 to 9) known as the Hammerhead land was to be subdivided at a later date and leased to the marina operator on similar terms.

In the interim Council has developed the Hammerhead land (Lots 7-9) to provide significant community improvements including ferry terminal, car and boat parking, and boat launching ramp with breakwater. The marina operation has changed ownership with Gulf Harbour Limited succeeded by Gulf Harbour Investments Ltd (GHIL).

Council’s ownership tenure of the Gulf Harbour marina has a complex legal history. Council has incurred significant litigation costs to protect its position with respect of the Hammerhead land (Lots 7 to 9). As a result, Council is obliged to subdivide the Hammerhead land (Lots 7-9) into three lots and grant leases for the lots to GHIL.

Auckland Transport (AT) anticipate upgrading its ferry terminal facilities at Gulf Harbour within the next two to three years and highlight the sensitivity of its ferry service patronage to the anticipated car parking charges which could potentially be introduced by the marina operator.

Auckland Council considers the Hammerhead land (Lots 7-9) to be of significant strategic importance as a recreational resource for passive and active recreational activities.

In 2011, Auckland Council Property Limited (ACPL), together with Auckland Council and AT, investigated a number of options/scenarios as to how it could achieve the best outcome for Auckland Council with respect to securing ongoing community access to the land and marina. These were presented to the Council’s Strategy and Finance Committee in September 2012.

The Strategy and Finance Committee resolved that ACPL should negotiate an agreement that sought GHIL to relinquish its lessee’s interest in the Hammerhead land (Lots 7-9). This would be part of a transaction that involves the Council selling to GHIL the underlying freehold interest (lessor’s interest) in the Marina land (Lots 1-6) subject to iwi engagement and a further report to the committee.
However, agreement on commercial terms could not be reached between the parties. As a result, sale of the Council’s interest in the Marina land (Lots 1-6) was put on hold.

In 2016, Panuku commenced the subdivision of the Hammerhead land (Lots 7-9) in accordance with the Development Licence and relevant Court decisions. The subdivision consent was granted with the implementation subsequently put on hold as Council and AT reconfirmed the strategic importance of securing the Hammerhead land (Lots 7-9).

To obtain control over the Hammerhead land (Lots 7-9) and to achieve Council’s strategic transport and community objectives, Panuku considers that a non-contestable process negotiating directly with GHIL to be the most effective approach. An open market process / public sale of the Marina Land (Lots 1-6) will not achieve the acquisition of GHIL’s interests in the Hammerhead land (Lots 7-9) if GHIL are not successful in acquiring the Marina Land (Lots 1-6).

Accordingly, in 2017 conversations between Auckland Council, Panuku and GHIL re-commenced. Negotiations have advanced with both parties now in agreement on the commercial terms. If an agreement is not reached, Council will be required to implement the subdivision consent in line with the Court decision, putting the long term access to the Hammerhead land (Lots 7-9) and the ferry terminal at risk.

Panuku sought legal advice as to whether the proposed sale triggers the Auckland Council Significance and Engagement Policy which determines the level of engagement required should the property be deemed to be significant. Advice received indicates that, albeit the land is of strategic importance, it is not considered significant under the policy. However, Panuku chose to inform the community, Local Board, iwi, stakeholders and affected parties about Council’s proposal to secure the Hammerhead land (Lots 7-9) through three public information sessions. The community and stakeholders were invited to the sessions using the following tools:

- Direct email
- Advertisements in the Rodney Times
- Rolling Auckland-wide Neighbourly adverts
- A news story on the Panuku website
- Posters and display boards on display around Gulf Harbour
- Regular posts on Panuku Facebook page
- A post on Panuku’s Twitter feed.

The three sessions were attended by about 230 people, and elected members. Feedback was also received via email through Panuku website. This feedback received is balanced in that there is a sector of the community in favour of the proposal as well as an opposing view to the sale of the marina land (Lots 1-6).

In reply to the statements in your presentation, we would like to point out that Lots 1 – 6 are located in the Coastal – Marina zone and subject to the Gulf Harbour Marina Precinct. The objectives and policies of the Coastal – Marina zone and the Gulf Harbour Marina Precinct favour marina, ferry service and marine-related activities, with supporting commercial, retail and service activities. The general approach is to protect and give priority to these activities. Any application for dwellings in the Coastal – Marina zone must be publicly notified as residential use is a non-complying activity.

By way of example, Policy i510.3(1) for the Gulf Harbour Marina Precinct requires new development to be designed and located in a manner that does not adversely affect the operation of the marina or ferry terminal (there are also requirements in relation integration with the coastal environment, avoiding adverse amenity effects and public access). Similarly, for the Coastal –
Marina zone, Objective F3.2(6) provides that activities that have a functional need for a coastal location have priority over those that do not, and Policy F3.3(10) allows activities that do not have a functional need for a coastal location where certain matters are demonstrated, including that the proposed activities will not conflict with, or limit, marine-related activities, and adequate provision remains for existing activities that have a functional or operational need for a coastal location.

Marina assets are complex in nature, opportunities are constrained by a range of legacy decisions, legislation and long-term leases which shape how these assets can be developed now and in the future. Each asset needs to be assessed on an individual basis. The Council does not have a direct role in operating the Gulf Harbour or Hobsonville marinas. These are privately operated marinas. Given Council has an interest in the marina land, therefore the land is not currently being used to provide a Council service, Council has requested that Panuku extract value from the asset for the ratepayer in line with Panuku’s purpose and Statement of Intent (SOI), while maintaining or promoting the delivery of broader strategic outcomes, such as provision for public access, supporting public transport uses (e.g. ferry development), development of Auckland’s marine industry, open space and recreational boating outcomes. The current proposal seeks to do that.

It is anticipated that the current proposal will be presented to the Council’s Finance and Performance Committee at its 24 July meeting. The views of the public will be outlined in this report. This will include the views received at the public information sessions as well as additional feedback received outside of this forum.

Any proceeds of sale must be used for a consistent purpose to “Boat Harbour” i.e. they cannot be applied to other projects that have no connection with a boat marina or do not benefit the pleasure boating public. Any public works and amenities necessary or desirable for the use and enjoyment of land for boat harbour purposes, including for example roads, accessways and utility services could be considered part of or sufficiently associated with a Boat Harbour. We understand that albeit the Council is not limited to using the proceeds of sale for Gulf Harbour, it must consider projects that are consistent with boat harbour and marine purposes within the former Rodney County area.

I refer to paragraph 5 above, the Empowering Act and subsequent development licence provides for continued pedestrian access to the marina land (Lots 1-6) and the Hammerhead land (Lots 7-9) outside of the commercial buildings. This was outlined at the public information sessions. Also outlined is the fact that the public road ends at the boundary of the Hammerhead land (Lots 7-9) which could potentially mean that any new operator could potentially charge for the use of this land other than temporary vehicular access.

The Council is currently bound by the existing terms of the leases. Any departure from these leases must be by way of mutual agreement between both parties. Currently Panuku has been instructed by the Council to release value for the Council’s interest in the marina land (Lots 1-6) to acquire the lessees interest in the Hammerhead land (Lots 7-9). There is no intention to compulsorily acquire the Hammerhead land at this time given the legal issues and the fact that there is no current budget for the acquisition.

I note the suggested alternative options outlined in your presentation. Effectively, the Council has considered a number of alternatives including the suggested sale of lots 1 and 2 to the berth holders. There are a number of implications to these options. Lots 1 and 2 are an inherent part of the marina operation. The sale of these lots to a party other than the marina operator will divorce the commercial marina buildings from the water. The marina operator holds the berths licences and therefore needs continued access to operate the marina successfully.

Auckland Council is not party to the deed of participation that you refer to in your presentation. This is a legal document between the marina operator and the existing berth-holders.
The proposal to sell the marina land (Lots 1-6) and acquire the Hammerhead land (Lots 7-9) will protect Council’s long term interest in the Hammerhead land (Lots 7-9). As outlined at the public information sessions, Council seeks to future proof the area for continued access for ferry users, freedom campers, recreational boating users and for wider community benefit.

I trust the above is in order.

Yours sincerely

Richard Aiken
Chair
Panuku Development Auckland
North Shore Community Toy Library

Continued usage of 1 Sidmouth Street, Mairangi Bay
Our Community Toy Library

Not-for-profit organisation run by 8 Committee members and many volunteers

Founded over 30 years ago on the principal that play helps develop young minds

Over 1,300 high quality educational toys

250 members including families, grandparents, and playgroups

Recently became independent of Plunket
Part of the community

Bellyful
Girlguiding NZ
Plunket
Barfoot & Thompson
Hartbeeps
Glenfield Mall
Westlake Girls High School
And more
Connecting people

- Free family fun day on site
- Annual pre-school disco at Forrest Hill School
- Participation in the Mairangi Santa Parade
- Free school holiday activities
Our members love the building and so do we.

Why our members love the building:
- Close for members to travel
- Easy parking and safe to get toys and toddlers into the library
- Close to park, beach, cafes and public toilets

We have improved the building and have plans for the future:
- Turf, fence, painting indoors and outdoors, installation of alarm
- Improve access for disabled children, cover the outside area, continue fence improvements
Attachment A

Item 9.1

Benefiting our community

Environmentally sustainable, reducing waste to landfills
Providing connections for families: Parents connect and share while volunteering
New residents meet families with children of similar ages
Mums & kids meet at the toy library then play in the park
Grandparents are members and valued volunteers