
Thursday, 9 December 2021

Te Hui o Te Kaunihera ā-Rohe o Heretaunga
Hastings District Council
Council Meeting

Kaupapataka

Open Attachments – Vol 1

Te Rā Hui:
Meeting date: **Thursday, 9 December 2021**

Te Wā:
Time: **1.00pm**

Te Wāhi:
Venue: **Council Chamber
Ground Floor
Civic Administration Building
Lyndon Road East
Hastings**

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HASTINGS DISTRICT COUNCIL
207 Lyndon Road East, Hastings 4122 | Private Bag 9002, Hastings 4156
Phone **06 871 5000** | www.hastingsdc.govt.nz
TE KAUNIHERA Ā-ROHE O HERETAUNGA

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Coastal Hazards
MEMORANDUM OF TRANSITION

Between

HASTINGS DISTRICT COUNCIL
NAPIER CITY COUNCIL
HAWKE'S BAY REGIONAL COUNCIL

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1. PARTIES

- 1.1 Hastings District Council ("HDC")
 - 1.2 Napier City Council ("NCC")
 - 1.3 Hawke's Bay Regional Council ("HBRC")
- (each a "Party" and together the "Parties")

2. BACKGROUND

- 2.1 The Clifton to Tangoio Coastal Hazards Strategy 2120 ("Strategy") has been in development since late 2014. It has been advanced as a collaborative project between the Parties, the Maungaharuru-Tangitu Trust, Mana Ahuriri Incorporated and the Heretaunga Tamatea Settlement Trust. To date, Strategy development has been jointly and equally funded by the Parties.
- 2.2 Work under the Strategy has developed recommended projects to adapt to coastal hazards risks within the project area. In the short to medium term the recommended projects generally involve beach renourishment to offset erosion losses and to build-up the beach crest to mitigate risks of overtopping and inundation, and the construction of coastal structures to reduce erosion losses. In the longer term, managed retreat has been recommended in some areas. Significant capital and operational expenditure is required to implement the proposed works.
- 2.3 The Parties commissioned Raynor Asher QC to prepare a report ("Report") delivering non-binding recommendations on the issue of which of the Parties should lead and fund these projects. Following the recommendations in the Report, the Parties have agreed in principle that HBRC takes charge of all aspects of adapting to coastal hazards risks on the Clifton to Tangoio coast. This involves HBRC undertaking a significant new activity, and necessitates HBRC amending its long-term plan in accordance with the special consultative procedure, as required by section 16 LGA.
- 2.4 The Triennial Agreement provides for expanded consultation requirements in addition to the section 16 LGA process. HBRC has complied with these requirements, including having informed Central Hawke's Bay District Council and Wairoa District Council of the Proposal, provided them with an opportunity to respond, and fully considered their submissions and representations.
- 2.5 This Memorandum provides an agreement in principle between the Parties to facilitate the transition of functions and transfer of asset with respect to coastal hazards adaptation in the Clifton to Tangoio Coastal area. The Parties enter into this Memorandum to:
 - (a) clarify and agree the roles and responsibilities of the Parties for adapting to the impacts of coastal hazards affecting Napier City and the Hastings District, and implementing the Clifton to Tangoio Coastal Hazards Strategy;

- (b) identify the assets proposed to be transferred between the Parties, and the process for transferring those assets, to give effect to the agreed roles and responsibilities;
- (c) satisfy the requirements of the Triennial Agreement; and
- (d) Support HBRC in its long-term plan amendment to give effect to the Proposal without the matter being submitted to mediation or determination by the Minister under section 16 LGA.

3. DEFINITIONS AND INTERPRETATION

3.1 Definitions: In this Memorandum, unless the context indicates otherwise:

Business Day means any day excluding Saturdays, Sundays and statutory public holidays in Wellington and excluding any day in the period beginning on 25 December in any year and ending on 5 January in the following year.

Clifton to Tangoio Coastal Area means the coastal area from Clifton to Tangoio, encompassing the Bay View and Haumoana Littoral Cells and associated coastal settlements.

Clifton to Tangoio Coastal Hazards Strategy or Strategy means the Clifton to Tangoio Coastal Hazards Strategy 2120, as modified novated, supplemented, varied or replaced.

Coastal Hazards Assets means all existing coastal hazard mitigation and adaptation assets and renourishment programmes (including any associated resource consents) held or managed by NCC and HDC and as particularised in clauses 7.3 and 7.4.

LGA means the Local Government Act 2002.

Minister means the Minister of Local Government.

Proposal is as defined in clause 4.1.

Significance and Engagement Policy means each of the Parties' significance and engagement policies adopted under section 76AA LGA.

Triennial Agreement means the Hawke's Bay Region's Triennial Agreement for the Triennium October 2019 – 2022.

3.2 Interpretation: In this agreement, unless the context indicates otherwise:

- (a) clause and other headings are for ease of reference only and will not affect this agreement's interpretation;
- (b) references to the singular include the plural and vice versa; and

- (c) the term includes or including (or any similar expression) is deemed to be followed by the words without limitation.

4. PROPOSAL

- 4.1 Subject to HBRC's adoption of an amendment to its long-term plan in accordance with section 16 LGA, the Parties record their agreement that:
 - (a) HBRC will take charge of adapting to coastal hazards risks on the Clifton to Tangoio coast, including adopting and implementing the Clifton to Tangoio Coastal Hazards Strategy, as outlined in clause 6.
 - (b) HDC and NCC will transfer their assets relevant to mitigating and adapting to the impacts of coastal hazards affecting Napier City and the Hastings District to HBRC, as outlined in clause 7.
 - (c) An advisory committee formed by elected representatives of the Parties and Tangata Whenua will be established, as outlined in clause 9.
- 4.2 The Parties further agree to:
 - (a) Use best endeavours to resolve objections in accordance with clause 10.
 - (b) Jointly and equally fund the continued development and implementation of the Strategy until 1 July 2024, when funding has been implemented for physical works under the Strategy in HBRC's long-term plan.

5. REASONS FOR THE PROPOSAL

- 5.1 The framework under the LGA allows each of the Parties to conduct natural hazard adaptation activities. The Parties have a general obligation to collaborate and cooperate, and the legislation leaves it open to local authorities, both territorial and regional, to cooperate and allow one council to have the controlling role in an area of common jurisdiction.
- 5.2 There is a recognition by the Hawke's Bay public of a need for coastal hazards adaptation action on an integrated basis. An integrated approach to the whole Clifton to Tangoio coastline is needed rather than an approach focussed on territorial authority boundaries.
- 5.3 HBRC has experience in managing river flooding hazards in the Hawke's Bay region, and is best suited to respond to coastal hazards and the setting of rates for these activities. This is best undertaken by an authority with pan-jurisdictional reach and a regional frame of reference.
- 5.4 The establishment of the Advisory Committee with representatives from each of the Parties and including Iwi representation would strengthen HBRC's performance of the coastal

hazard adaptation activities, through HDC and NCC's understanding of the ratepayers on their coastlines, their history of dealing with their coastal areas, and their knowledge of the infrastructure.

6. SCOPE OF HBRC COASTAL HAZARDS ADAPTATION ACTIVITIES

- 6.1 HBRC will, in accordance with section 16 LGA, propose an amendment to its long-term plan to take charge of all aspects of the adapting to coastal hazards in the Clifton to Tangoio Coastal Area, including:
- (a) the adoption of the Clifton to Tangoio Coastal Hazards Strategy and the implementation of the Strategy once adopted;
 - (b) in accordance with the Clifton to Tangoio Coastal Hazards Strategy, deciding on projects and works to be undertaken and maintained to build resilience to the effects of coastal hazards;
 - (c) making all decisions about rating for these works and collecting those rates, including deciding which ratepayers should pay and in what amounts and proportions; and
 - (d) the control of all maintenance of Coastal Hazards Assets.
- 6.2 For the avoidance of doubt:
- (a) The Proposal does not change the consenting, planning and related responsibilities of the Parties under the Resource Management Act 1991.
 - (b) The Proposal does not alter responsibilities or encompass works or activities under the Civil Defence and Emergency Management Act 2002.

7. ASSET TRANSFER

- 7.1 The Parties agree in principle that the Coastal Hazard Assets shall be transferred to HBRC, to facilitate the integrated and coordinated management of coastal hazards risks.
- 7.2 This transfer shall occur subject to and in accordance with a subsequent agreement between the Parties ("**Coastal Hazard Asset Transfer Agreement**"). The date of transfer will align with HBRC's adoption of its 2024 - 2034 long-term plan ("**Transfer Date**").
- 7.3 The following NCC Coastal Hazard Assets shall be included in the transfer to HBRC under the Coastal Hazard Asset Transfer Agreement:

Asset	Current Funding Mechanism	Capital Cost	Operational Cost	Outstanding Debt	Notes
Westshore beach erosion	HB land endowment reserve	Nil	\$275,000	0	Annual opex cost
Westshore nearshore restoration	HB land endowment reserve	Nil	\$275,000	0	Tri-annual opex cost
Hardinge Road erosion	HB land endowment reserve	\$325,290		0	Bi-annual capital cost
Hardinge Road structure	HB land endowment reserve	\$498,053		0	Existing asset
Whakarire revetment	97.5% reserves / 2.5% targeted rate	\$2,200,000		0	Project about to commence, latest cost estimate indicate cost increase to \$3.4m

- 7.4 The following HDC Coastal Hazard Assets shall be included in the transfer to HBRC under the Coastal Hazard Transfer Agreement:

Asset	Rate	Capital Cost	Outstanding Debt	Annual Interest and Debt Repayment	Total Budgeted Opex
Clifton Revetment	General rate	\$1,408,987	\$1,116,000	\$70,200	\$50,000
Cape View Corner	General rate	\$644,067	\$600,000	\$37,800	
Waimārama Sea Wall	Targeted Rate (90%)	\$197,262	\$175,481	\$25,000	

- 7.5 NCC and HDC agree that, up until the transfer of the Coastal Hazard Assets, they will consult with HBRC before making any commitments to new coastal hazard mitigation assets or renourishment programmes which are not included in clauses 7.3 and 7.4 above. The purpose of this consultation shall be to determine whether, and on what conditions, HBRC will support the new coastal hazard mitigation asset or renourishment programme being transferred in accordance with clause 7.6.
- 7.6 Any coastal hazard mitigation assets and renourishment programmes, including any associated resource consents, that are owned by HDC and NCC before the Transfer Date and which are not included in clauses 7.3 and 7.4 above, may also be transferred to HBRC in accordance with the terms in clause 7.8 below and as agreed by the Parties.

- 7.7 The Parties agree that, to the extent possible, the terms of the Coastal Hazard Transfer Agreement will ensure rate neutrality: The Parties will endeavour to ensure that there will be no additional cost to any ratepayer arising solely from the transfer of the Coastal Hazard Assets.
- 7.8 The Coastal Hazard Transfer Agreement shall provide:
- (a) that the transfer shall be at no cost to HBRC, but will include any outstanding debt on the assets as at the Transfer Date;
 - (b) for the assumption by HBRC of responsibility for funding arrangements for the Coastal Hazard Assets necessary to meet the objective of rate neutrality, as agreed between the Parties; and
 - (c) that the assets and liabilities to be transferred must include all amounts and items that properly ought to be treated as being of the same character, irrespective of how they may be described in the accounts or records of NCC and HDC.
- 7.9 NCC and HDC agree to maintain the Coastal Hazard Assets and pay any annual interest and debt repayments up to the Transfer Date in full accordance with the operational budgets and asset management plans confirmed and in effect as of the date of this Memorandum.
- 7.10 The Coastal Hazard Transfer Agreement may provide such warranties as to the Coastal Hazard Assets, including any liability arising in connection with those assets, as is agreed between the Parties.

8. SIGNIFICANCE AND ENGAGEMENT POLICIES

- 8.1 **HBRC:** The Proposal involves HBRC undertaking a “significant new activity” as that term is defined in section 16 of the LGA. In accordance with the requirements of its Significance and Engagement Policy and the LGA, HBRC will use the special consultative procedure to propose an amendment to its long-term plan.
- 8.2 **HDC:** The transfer of HDC’s current coastal hazard assets, associated debt and operating costs have been considered against its Significance and Engagement Policy and are considered to be of low significance and no engagement with the community is required. HDC has confirmed that a special consultative process will not be required to enable the transfer of these assets. The maintenance and financing costs of the Waimarama Sea Wall are collected by way of a targeted rate (90%) and consultation with that community will be required in conjunction with the HBRC consultative process.
- 8.3 **NCC:** As NCC’s coastal hazard assets are not specifically identified as a ‘Strategic Asset’ within its Significance and Engagement Policy, NCC has confirmed that a Special Consultative Procedure is not required to enable the transfer of these assets to HBRC. The transfer of the assets, associated debt and operating costs are considered as a matter of moderate interest to a portion of the community and of general interest to the wider community. NCC intends

to inform the wider community of the matter through its Annual Plan 2022/23 process. Affected parties, including Whakarire Ave Residents will be consulted with in conjunction with the HBRC consultative process. The maintenance costs of the Whakarire revetment will be collected by way of a targeted rate (2.5%) and consultation with that community will be required in conjunction with the HBRC consultative process.

9. ESTABLISHMENT OF ADVISORY COMMITTEE

- 9.1 The Parties agree to establish a Coastal Hazards Advisory Committee ("**Advisory Committee**"), formed by elected representatives of the Parties and Tangata Whenua.
- 9.2 The primary function of the Advisory Committee is to provide advice to and support for HBRC in undertaking its coastal hazards adaptation functions.
- 9.3 The Terms of Reference for the Advisory Committee is provided in **Schedule One** to this Memorandum. Any amendments to the Terms of Reference may be agreed between the Parties up until the establishment of the Advisory Committee.

10. PROCESS FOR RESOLVING OBJECTIONS

- 10.1 The Parties have agreed in principle to the Proposal, but acknowledge that disagreements may arise regarding aspects of the Proposal.
- 10.2 **Best Endeavours:** Parties agree to use best endeavours to achieve agreement on the Proposal without it being submitted to mediation or Minister determination under section 16 LGA.
- 10.3 **Spirit of Co-operation:** The Parties must at all times act in a spirit of co-operation and collaborative working. Each Party will use its best endeavours to act under the principle of no surprises with each other in relation to their respective interests and the matters covered by this memorandum.
- 10.4 **First Dispute Resolution Meeting:** A Party may, at any time when there is a disagreement relating to the Proposal, give written notice to the other Parties specifying the subject matter of the disagreement and requiring that the Parties meet within 10 Business Days after delivery of the written notice, to attempt to resolve the disagreement.
- 10.5 **Second Dispute Resolution Meeting:** If a disagreement is not resolved in the First Dispute Resolution Meeting, the Parties must agree to meet within 10 Business Days of the First Dispute Resolution Meeting, to continue to resolve the matters in dispute.
- 10.6 **Mediation:** If the parties to the Dispute fail to resolve the Dispute in accordance with clause 10.4 or 10.5, or if a party to the Dispute fails or refuses to attend the Dispute Resolution Meeting or Second Dispute Resolution Meeting, any Party may submit the matter to Mediation in accordance with section 16(4) LGA. In the event of any submission to Mediation:
 - (a) **Status:** the mediator will not be acting as an expert or as an arbitrator;

(b) **Procedure:** the mediator will determine the procedure and timetable for the Mediation; and

(c) **Costs:** the parties involved in the Dispute will share equally the cost of the Mediation.

10.7 If the Mediation is unsuccessful, any of the Parties may ask the Minister to make a binding decision on the proposal in accordance with section 16(6) of the LGA.

11. REVIEW

11.1 This Memorandum may be altered with the written consent of the Parties.

11.2 The Parties agree to review this document at the conclusion of HBRC's consultation process, with the intention that any agreement reached between the Parties at the conclusion of the section 16 LGA process is recorded in an updated agreement executed by the Parties.

EXECUTED AS AN AGREEMENT

SIGNED for and on behalf of **Hawke’s Bay Regional Council** under delegated authority by:

Signature

Name

Title

SIGNED for and on behalf of **Hastings District Council** under delegated authority by:

Signature

Name

Title

SIGNED for and on behalf of **Napier City Council** under delegated authority by:

Signature

Name

Title

Item 7

SCHEDULE ONE: ADVISORY COMMITTEE TERMS OF REFERENCE

Terms of Reference for the Coastal Hazards Advisory Committee

1. Definitions

For the purpose of these Terms of Reference:

“**Act**” means the Local Government Act 2002.

“**Administering Authority**” means Hawke’s Bay Regional Council.

“**Coastal Hazards Strategy**” means the Coastal Hazards Strategy for the Hawke Bay coast between Clifton and Tangoio. For the avoidance of doubt the Strategy is in development as of the date of this Terms of Reference.

“**Council Member**” means a representative appointed by a Partner Council.

“**Hazards**” means natural hazards with the potential to affect the coast, coastal communities and infrastructure over the next 100 years, including, but not limited to, coastal erosion, storm surge, flooding or inundation of land from the sea, and tsunamis; and includes any change in these hazards as a result of sea level rise.

“**Advisory Committee**” means the group known as the Coastal Hazards Advisory Committee set up to support the Hawke’s Bay Regional Council to undertake its agreed functions with respect to coastal hazards avoidance and adaptation.

“**Member**” in relation to the Advisory Committee means each Council Member and each Tangata Whenua Member.

“**Partner Council**” means one of the following local authorities: Hastings District Council, Napier City Council and Hawke’s Bay Regional Council.

“**Tangata Whenua Appointer**” means:

The trustees of the Maungaharuru-Tangitū Trust, on behalf of the Maungaharuru-Tangitū Hapū;

Mana Ahuriri Incorporated, on behalf of Mana Ahuriri Hapū;

Heretaunga Tamatea Settlement Trust, on behalf of the hapū of Heretaunga and Tamatea.

“**Tangata Whenua Member**” means a member of the Advisory Committee appointed by a Tangata Whenua Appointer

2. Name and status of Committee

- 2.1 The Advisory Committee shall be known as the Coastal Hazards Advisory Committee.
- 2.2 The Advisory Committee is a joint committee under clause 30(1)(b) of Schedule 7 of the Act.

3. Partner Council Members

- 3.1 Each Partner Council shall appoint two Council Members and one alternate to the Advisory Committee.
- 3.2 Each Partner Council must appoint at least 1 elected member to the Advisory Committee.
- 3.3 Each Partner Council must make any appointment and notify all Tangata Whenua Appointers and Partner Councils in writing of the appointment.

4. Tangata Whenua Members

- 4.1 Each Tangata Whenua Appointer may appoint up to two members to the Advisory Committee.
- 4.2 Each Tangata Whenua Appointer must make any appointment and notify all Tangata Whenua Appointers and Partner Councils in writing of the appointment.

5. Purpose of Terms of Reference

- 5.1 The purpose of these Terms of Reference is to:
 - i. Define the role and functions of the Advisory Committee; and
 - ii. Provide for the administrative arrangements of the Advisory Committee as detailed in Appendix 1.

6. Functions

- 6.1 The Advisory Committee shall support the Hawke's Bay Regional Council to undertake its agreed functions with respect to coastal hazards avoidance and adaptation by fulfilling the following functions:
 - i. Providing a forum for constructive dialogue between Tangata Whenua and the Partner Councils on coastal hazards avoidance and adaptation.
 - ii. Responding to requests from the Hawkes Bay Regional Council for advice and commentary on specific topics relevant to coastal hazards avoidance and adaptation, which may include:
 - a. Effective engagement with Tangata Whenua;
 - b. Effective engagement with ratepayers and communities;
 - c. Funding arrangements;
 - d. Rate payer equity and affordability;
 - e. Socio-economic considerations;

- f. Environmental considerations;
- g. Central Government interaction; and
- h. Engaging in the development of and interpreting any relevant policies, plans and legislation.

- 6.2 For the avoidance of doubt the Advisory Committee has no delegated authority to make decisions for or on behalf of any other entity.

7. Remuneration

- 7.1 Each Partner Council shall be responsible for remunerating its representatives on the Advisory Committee and for the cost of those persons' participation in the Advisory Committee.
- 7.2 The Administering Authority shall be responsible for remunerating the Tangata Whenua Members.

8. Meetings

- 8.1 The Hawke's Bay Regional Council standing orders will be used to conduct meetings as if the Advisory Committee were a local authority and the principal administrative officer of the Hawke's Bay Regional Council or his or her nominated representative were its principal administrative officer.
- 8.2 The Advisory Committee shall hold all meetings at such frequency, times and place(s) as agreed for the effective performance of its functions.
- 8.3 Notice of meetings will be given well in advance in writing to all Advisory Committee Members, and not later than one month prior to the meeting.
- 8.4 The quorum shall be 6 Members, provided that at least one Partner Council Member is present from each Partner Council.

9. Voting

- 9.1 Where voting is required to confirm a position or advice of the Advisory Committee, all Members of the Advisory Committee have full speaking rights.
- 9.2 Each Member has one vote.
- 9.3 Best endeavours will be made to achieve decisions on a consensus basis.
- 9.4 The Chairperson at any meeting does not have a deliberative vote and, in the case of equality of votes, has no casting vote.
- 9.5 Where consensus is not reached on a position or advice of the Advisory Committee, the outcome of voting and the reasons for the lack of consensus shall be reported to the Hawke's Bay Regional Council.

10. Election of Chairperson and Deputy Chairperson

- 10.1 On the formation of the Advisory Committee the members shall elect an Advisory Committee Chairperson and may elect up to two Deputy Chairpersons. The Chairperson is to be selected from the group of Council Members.
- 10.2 The mandate of the appointed Chairperson or Deputy Chairperson ends if that person through resignation or otherwise ceases to be a member of the Advisory Committee.

11. Independent Facilitation

- 11.1 Any matter or matters being considered by the Advisory Committee may be referred by the Chair for independent facilitation.
- 11.2 Where a matter is referred for independent facilitation:
- i. A sub-committee of the Advisory Committee shall be established, with at least one Tangata Whenua Member and at least one member from each Partner Council.
 - ii. The subcommittee shall identify and assess candidates to undertake the facilitation and develop recommendations to the Advisory Committee to appoint a preferred candidate.
 - iii. The Advisory Committee shall receive and consider the subcommittee's recommendation and confirm an appointment.
 - iv. The appointment may be made for a set duration (e.g. for 12 months) or on a task specific basis.
- 11.3 The role of independent facilitator is to assist the Advisory Committee to consider, debate and reach resolution on specified matters.
- 11.4 The independent facilitator shall act in every respect as an independent and neutral third party and shall have no voting or decision-making functions.

12. Reporting

- 12.1 All reports to the Committee shall be presented via the Technical Advisory Group¹ or from the Committee Chairperson.
- 12.2 Following each meeting of the Advisory Committee, the Project Manager appointed by the Administering Authority shall prepare a brief summary report of the business of the meeting and circulate that report, for information to each Member following each meeting. Such reports will be in addition to any formal minutes prepared by the Administering Authority which will be circulated to Advisory Committee representatives.
- 12.3 The Technical Advisory Group shall ensure that the summary report required by 12.2 is also provided to each Partner Council for inclusion in the agenda for the next available Council meeting. A Technical Advisory Group Member shall attend the relevant Council meeting to speak to the summary report if requested and respond to any questions.

¹ A description of the Technical Advisory Group and its role is included as Appendix 1 to these Terms of Reference.

13. Good faith

- 13.1 In the event of any circumstances arising that were unforeseen by the Partner Councils, the Tangata Whenua Appointers, or their respective representatives at the time of adopting this Terms of Reference, the Partner Councils and the Tangata Whenua Appointers and their respective representatives hereby record their intention that they will negotiate in good faith to add to or vary this Terms of Reference so to resolve the impact of those circumstances in the best interests of the Partner Councils and the Tangata Whenua Appointers collectively.

14. Variations to these Terms of Reference

- 14.1 Any Member may propose a variation, deletion, or addition to the Terms of Reference by putting the wording of the proposed variation, deletion or addition to a meeting of the Advisory Committee.
- 14.2 Amendments to the Terms of Reference may only be made with the approval of all Members.

15. Recommended for Adoption by

- 15.1 The Coastal Hazards Strategy Advisory Committee made up of the following members recommends this Terms of Reference for adoption to the three Partner Councils:

Napier City Council represented by:
Appointed by NCC resolution [date]

Hastings District Council represented by:
Appointed by HDC resolution [date]

Hawke's Bay Regional Council represented by:
Appointed by HBRC resolution [date]

Maungaharuru-Tangitū Trust represented by:

Mana Ahuriri Trust represented by:

Heretaunga Tamatea Settlement Trust represented by:

Appendix 1 - Administering Authority and Servicing

The administering authority for the Advisory Committee is Hawke's Bay Regional Council.

Until otherwise agreed, Hawke's Bay Regional Council will cover the full administrative costs of servicing the Advisory Committee.

A technical advisory group ("**TAG**") will service the Advisory Committee.

The TAG will provide for the management of the project mainly through a Project Manager. TAG will be chaired by the Project Manager and will comprise senior staff representatives from each of the participating councils and other parties as TAG deems appropriate from time to time. TAG will rely significantly on input from coastal consultants and experts.

The Project Manager and appropriate members of the TAG shall work with stakeholders. Stakeholders may also present to or discuss issues directly with the Advisory Committee.

Functions of the TAG include:

- Contributing technical expertise
- Providing technical oversight.
- Coordinating agency inputs particularly in the context of the forward work programmes of the respective councils.
- Ensuring council inputs are integrated.

SCHEDULE TWO: INDICATIVE TIMELINE

- 11.1 The Parties agree the following indicative timeline for implementing the matters set out in this Memorandum:
- (a) Upon signing this Memorandum, the Minister of Local Government will be advised of the Proposal and the reasons for it in accordance with section 16(2) LGA.
 - (b) HDC will undertake targeted consultation in relation to the proposed transfer of responsibilities for the Waimarama Sea Wall to HBRC. The outcome of consultation shall be reported back to the Parties by **31 March 2022**.
 - (c) NCC will undertake targeted consultation in relation to the proposed transfer of responsibilities for the proposed Whakarire Revetment to HBRC. The outcome of consultation shall be reported back to the Parties by **31 March 2022**.
 - (d) HBRC will use the special consultative procedure to propose an amendment to its Long Term Plan to give effect to the Proposal in accordance with sections 16 and 93B to 93G of the LGA and the requirements of HBRC's Significance and Engagement Policy. HBRC shall seek to conclude the special consultative procedure by **31 July 2022**.
 - (e) The Clifton to Tangoio Coastal Hazards Strategy Joint Committee shall recommend a final proposed Clifton to Tangoio Coastal Hazards Strategy to HBRC by **31 July 2022**.
 - (f) Subject to HBRC adopting amendments to its Long Term Plan to give effect to the Proposal:
 - (i) HBRC shall consult on the proposed Clifton to Tangoio Coastal Hazards Strategy as a non-statutory policy document and shall seek to adopt a final Strategy by **31 March 2023**.
 - (ii) The Parties shall prepare and execute the Asset Transfer Agreement by **1 July 2023**.
 - (iii) The Clifton to Tangoio Coastal Hazards Strategy Joint Committee shall be disestablished on **30 June 2024**.
 - (iv) the Advisory Committee shall be established from **1 July 2024**.
 - (v) The transfer of assets in accordance with the Asset Transfer Agreement shall occur by **1 July 2024**.
 - (vi) HBRC shall confirm funding arrangement for implementing physical works under the Strategy in its 2024 – 2034 Long Term Plan.



RTA STUDIO
PRELIMINARY DESIGN REPORT
ISSUE 02



HASTINGS DISTRICT COUNCIL
MTG HAWKE'S BAY MUSEUM RESEARCH & ARCHIVES CENTRE

NOVEMBER 23, 2021

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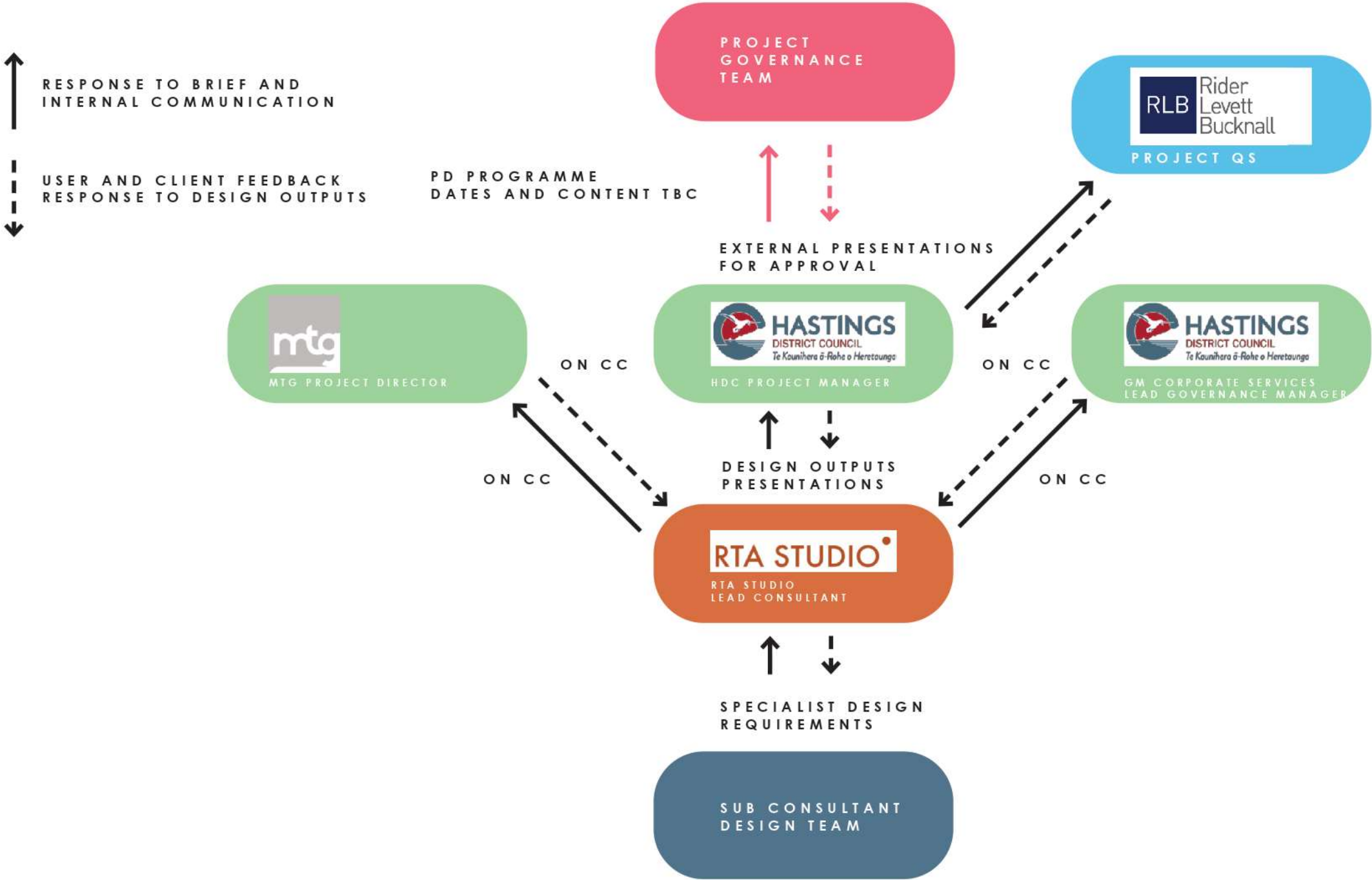
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PROJECT VISION



- STORAGE:** Fit-for-purpose storage and preservation facility for regional taonga and artefacts.
- OPEN:** Improved community access and visibility to the collection and preservation team.
- DESIGN:** Architectural and Urban response to the site’s location and context.

COMMUNICATION ORGANIGRAM



EXECUTIVE SUMMARY

We are now concluding the Preliminary Design phase for the MTG Hawke's Bay Museum Research and Archives Centre. Within this report are the combined design findings and conclusions during this stage of the design which provide further detail for pricing and identify next steps as we continue as a consultant team into Developed Design.

The preliminary design phase which comprised of 6 weeks work across a number of appointed specialist consultants took the due diligence findings and recommendations into more detailed investigations and forms of design analysis. The consultancies appointed were across 4 key specialties: MEP & Security Engineering, Structural Engineering, Fire Engineering and Civil Engineering. We were also joined by the incumbent storage consultant to the MTG to ensure that the knowledge of the spatial constraints and design limitations would be transparent when undertaking detailed racking and collections layouts.

Within the design phase there has been a number of MTG Collections team engagements sessions and further operational briefing. The outputs from these sessions have been developed into the current interior wall arrangements which reflect the required spaces for the day-to-day operation of the facility. Whilst some the additional space requirements from these sessions have moved some of the ancillary workspaces into the collections store, we understand that the height the space offers and alternative approaches to collections racking (compact style) will increase the efficiency and close the gap on any space lost against the original due diligence volumetric calculations.

At the time of this report being written there still remains some further work and detail surrounding the loading dock operation, Waste disposal strategy and the collections store arrangements due to the evolving nature and timing of information making its way to the lead design team. As we are continuing straight into developed design, these outputs (noted as hold in this report) will be updated and finalised in the early stages of developed design with conclusions available for upcoming milestone meetings with the MTG Trust on the 22nd of November and the Joint Council (Hastings District Council and Napier City Council) meeting on the 9th of December.

In addition to the key design consultant appointments the client (HDC) under RTA Studio's recommendation has appointed a Professional Quantity Surveyor (PQS) to undertake key design stage cost analysis. The construction industry and market at present is under significant pressure and limitations due to the impacts of the Covid-19 Delta outbreak. It was identified early by the design team as a key risk mitigation strategy to undertake cost estimation at the end of each design phase to ensure the design and project budget are aligned. In addition, RTA have supported the use of an early contractor involvement approach to help market test costs as the design detail becomes more advanced. This approach and appointment is anticipated to be finalised before the end of the year.

The Developed design stage for the project begins on the 15th of November for the duration of 8 Weeks. A detailed programme of this stage of the works will be presented at the first DCG which will outline findings and next steps for the design. RTA look forward to fielding any questions which arise from this report and continuing to deliver what will be an exciting facility for the region and the MTG.



SITE PLAN & CONTEXT

ISSUE 02



CONCEPT RESPONSE - EXTERNAL ENVELOPE



TRADITIONAL WAKA HUIA

LIGHTHOUSE / DARKHOUSE

The concept is derived from the activity and preservation in which the proposed development sets out to undertake.

The idea of the dark aligns from the traditional Waka Huia ‘treasure box’ which traditionally was used by Maori to hold precious adornments such as Hei tiki (pendants) and Huia feathers.

The design narrative and colour is a woven metaphor for the purpose of the development which is to provide protection and conserve our precious taonga within a secure temperature and humidity controlled treasure box.

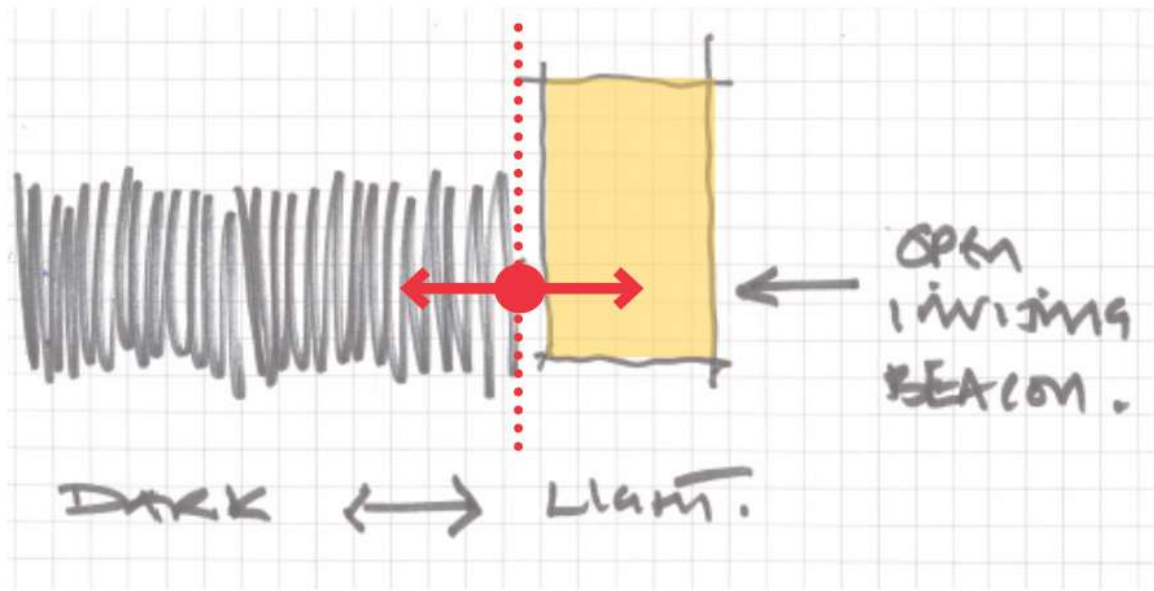
The lighthouse, the opening of the dark is where the MTG team will work, members of the public and local community will visit and observe and provide conservation to the elements within the collections storage area.

The lighthouse is a beacon on an activated street front, open, transparent and welcoming intended to bring the collection and the preservation work to life for the community and visitors.



CONCEPT RESPONSE - EXTERNAL ENVELOPE

STITCHING THE DAY AND THE NIGHT - THE AWAKE AND THE ASLEEP

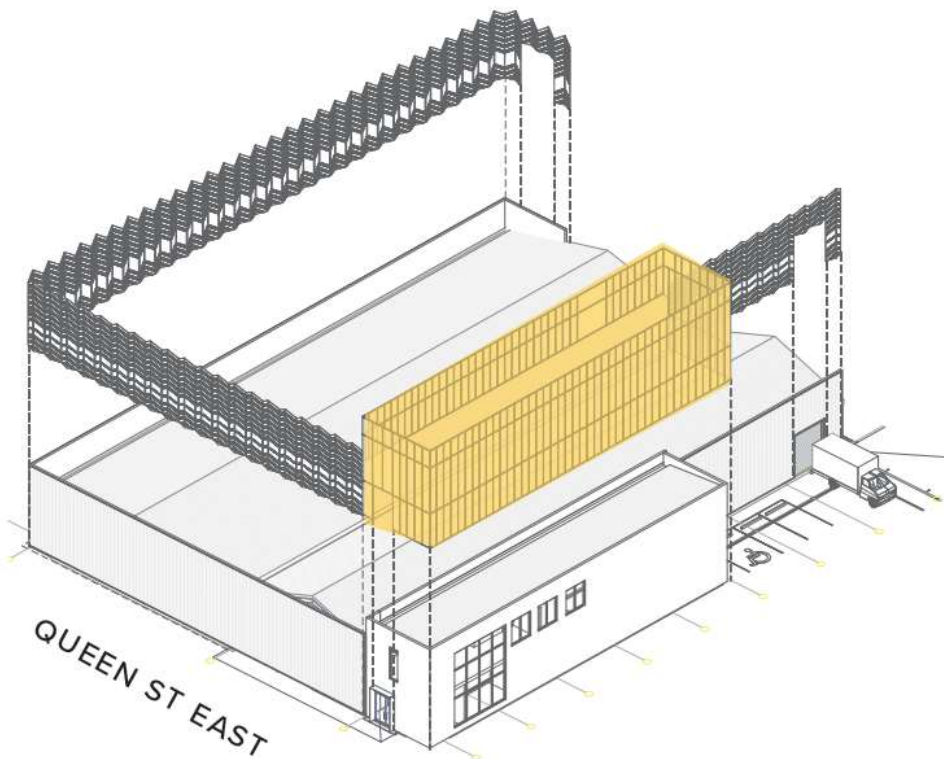


THE DARKHOUSE IS..

Dark; where there is no natural light Taonga is stored and protected. Where the peoples treasures are preserved secure and temperature controlled.

THE LIGHTHOUSE IS..

A beacon for the public.
A place of work.
A place of conservation and conversation. Transparent, welcoming, and open to all.



EXTERNAL ENVELOPE
DARK HOUSE



LASER CUT POEM WITH LIGHTING



HUIA FEATHER



EXTERNAL ENVELOPE
LIGHT HOUSE

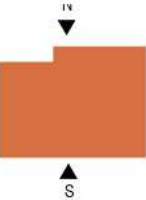


CERAMIC BANDED FRIT

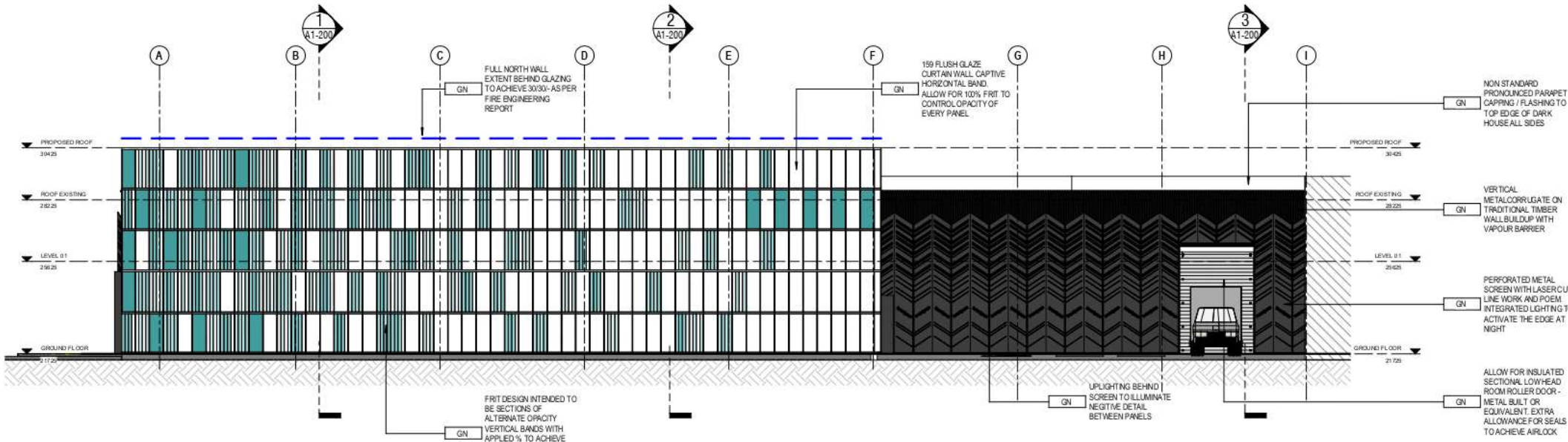


SOLID AND OPAQUE WHITES

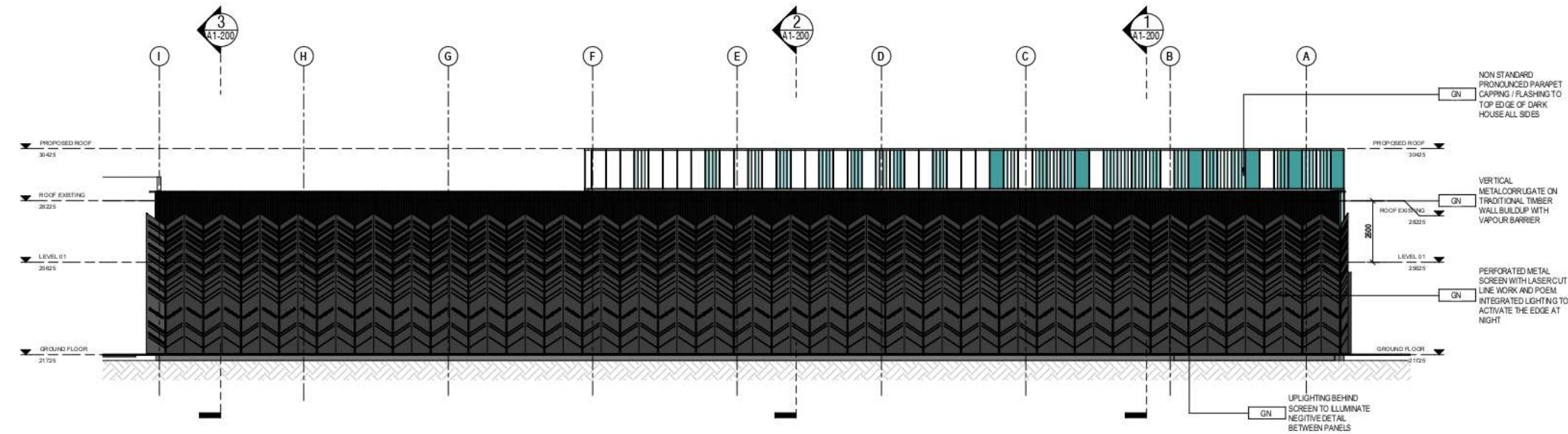
ISSUE 02



EXTERNAL ELEVATIONS



1 NORTH ELEVATION - PROPOSED
A1-100 1:100



2 SOUTH ELEVATION - PROPOSED
A1-100 1:100

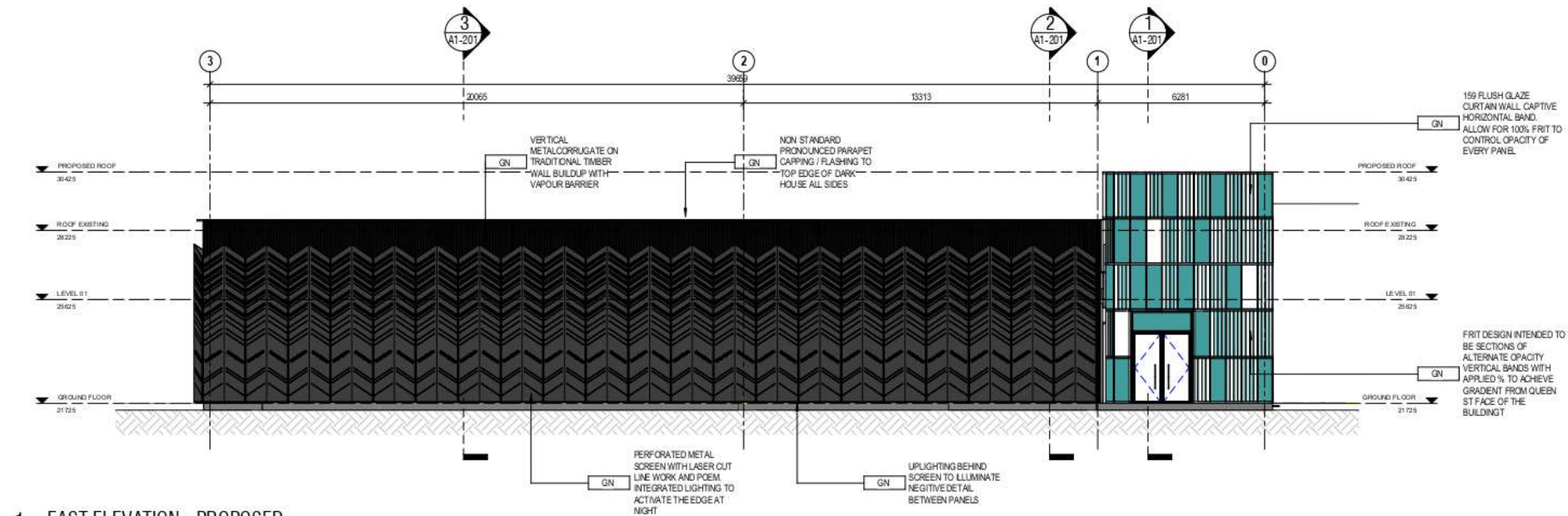


ISSUE 02

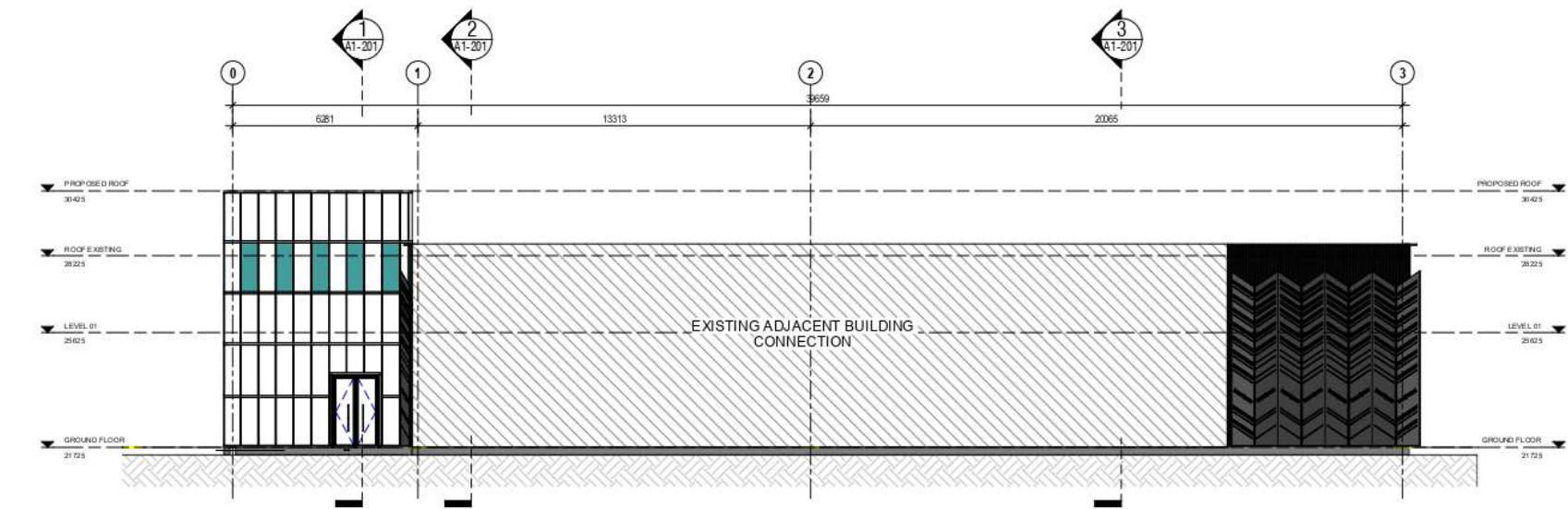
EXTERNAL ELEVATIONS



Item 9

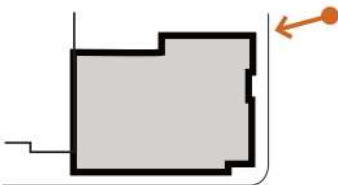


1 EAST ELEVATION - PROPOSED
A1-100 1:100

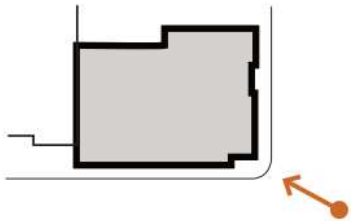


2 WEST ELEVATION - PROPOSED
A1-100 1:100

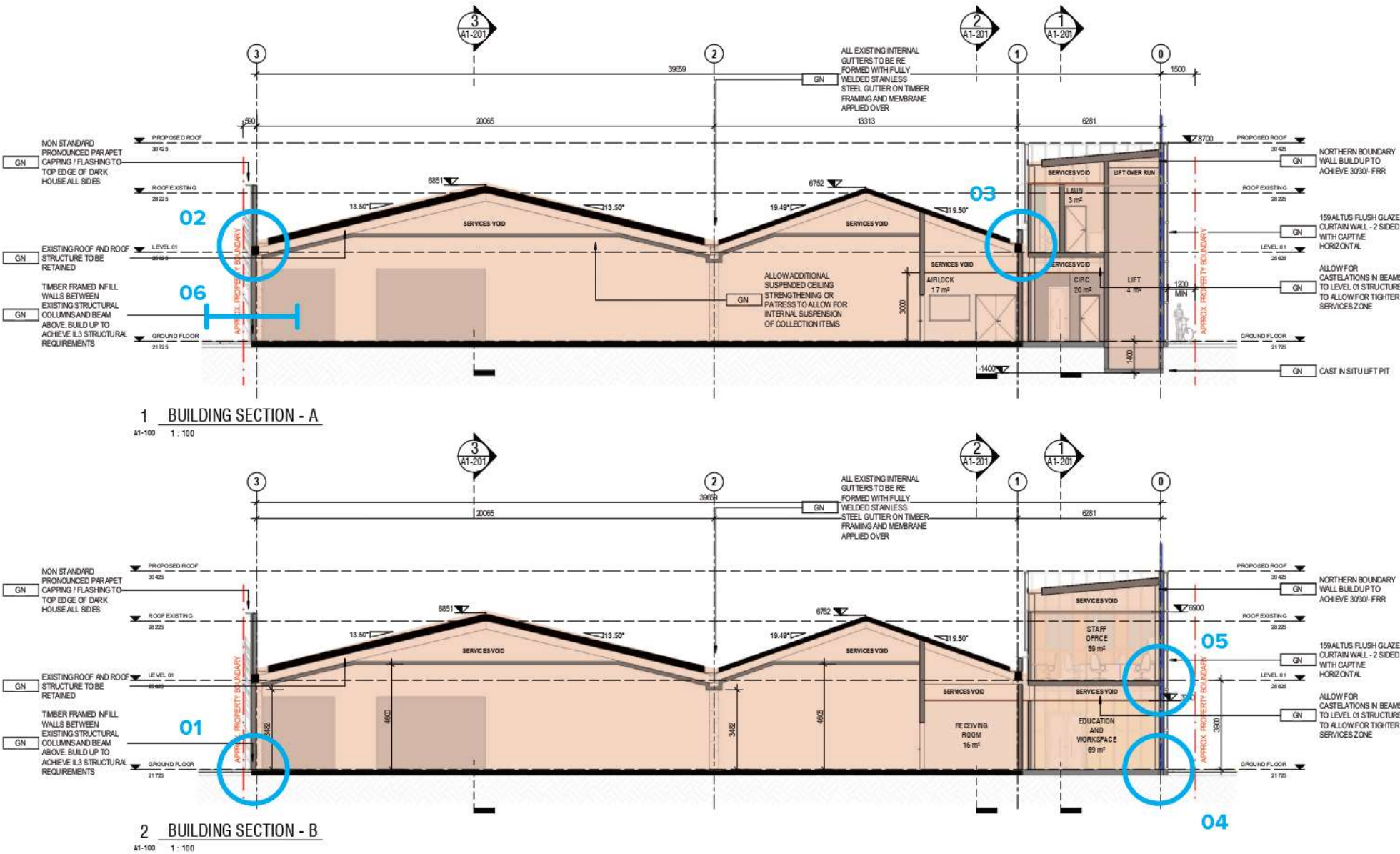
EXTERNAL ARTIST IMPRESSION



EXTERNAL ARTIST IMPRESSION



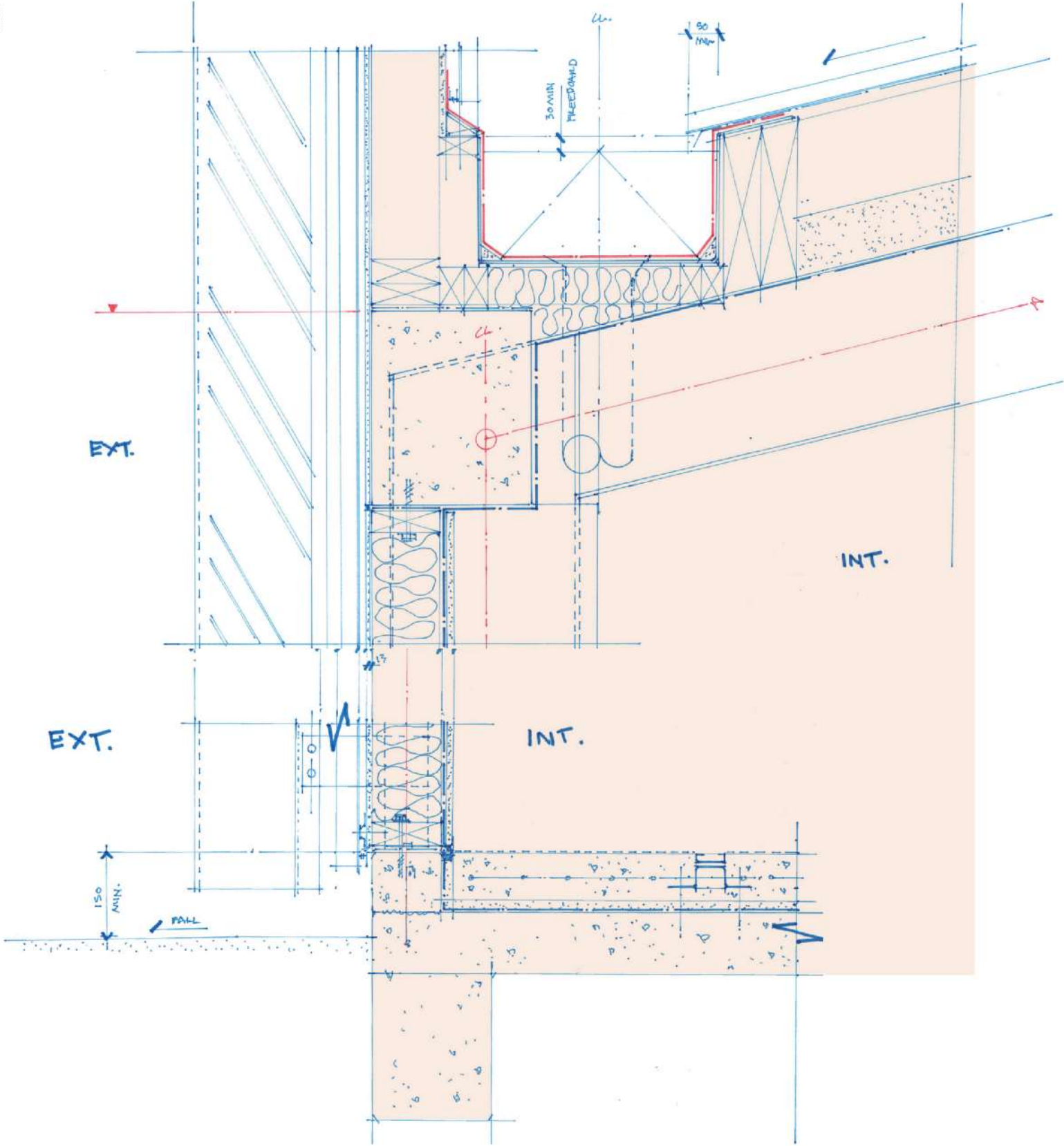
KEY BUILDING SECTIONS



KEY BUILDING DETAILS

02
TYPICAL DARK HOUSE
PERIMETER GUTTER DETAIL

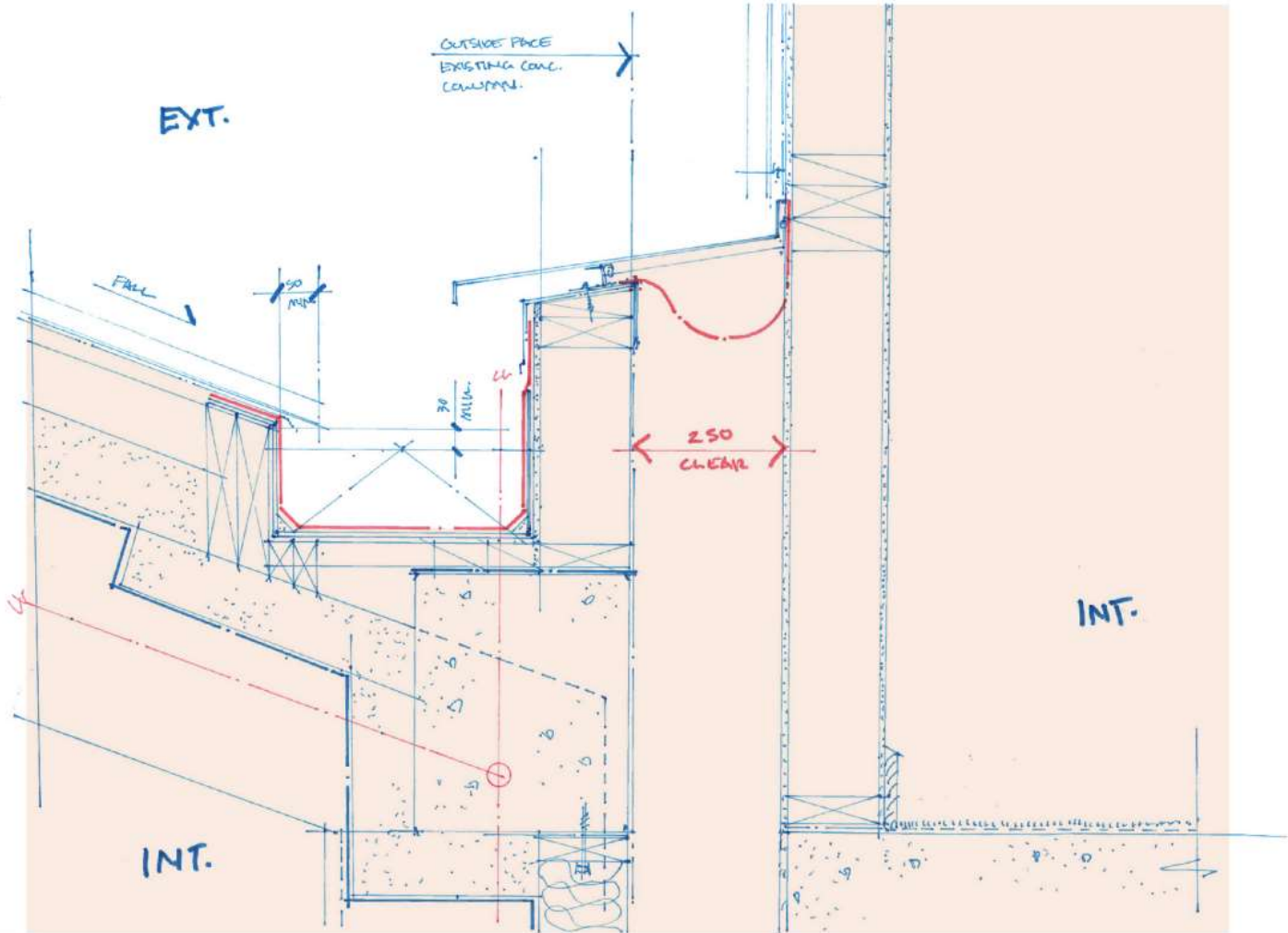
01
TYPICAL DARK HOUSE
PERIMETER FOOTING DETAIL



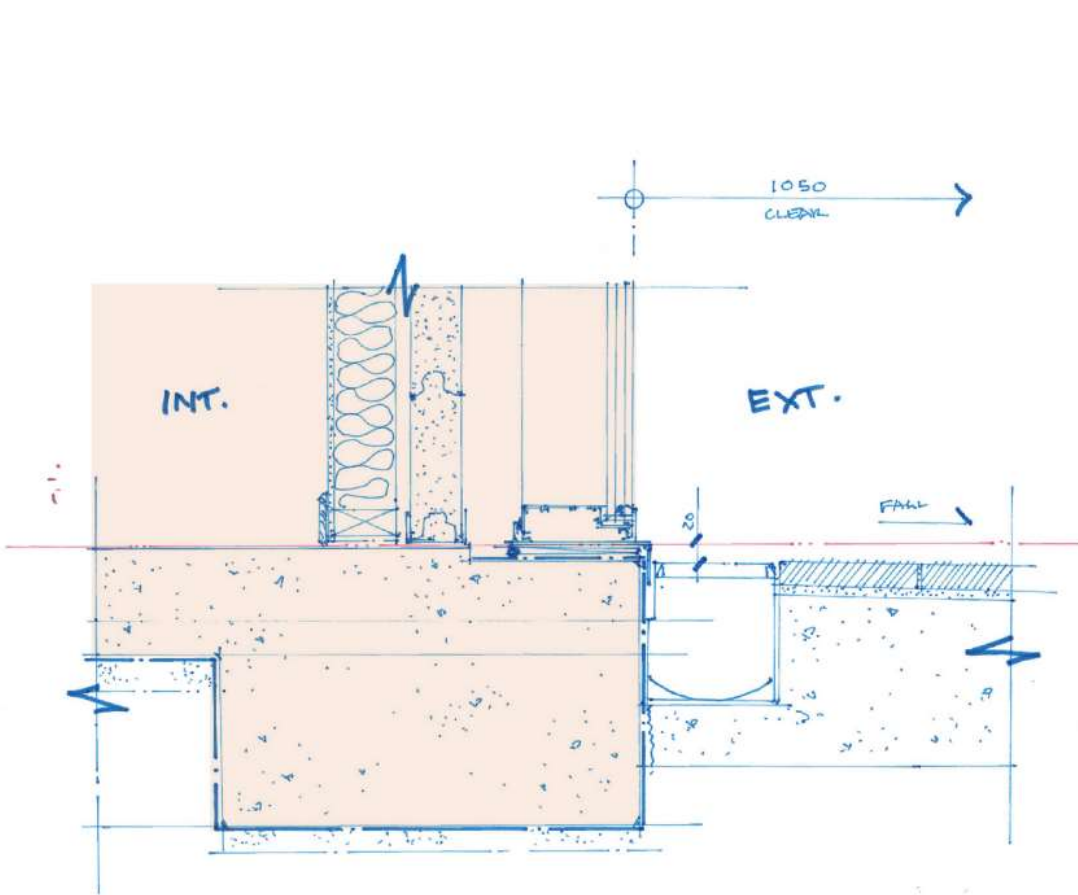
KEY BUILDING DETAILS

Item 9

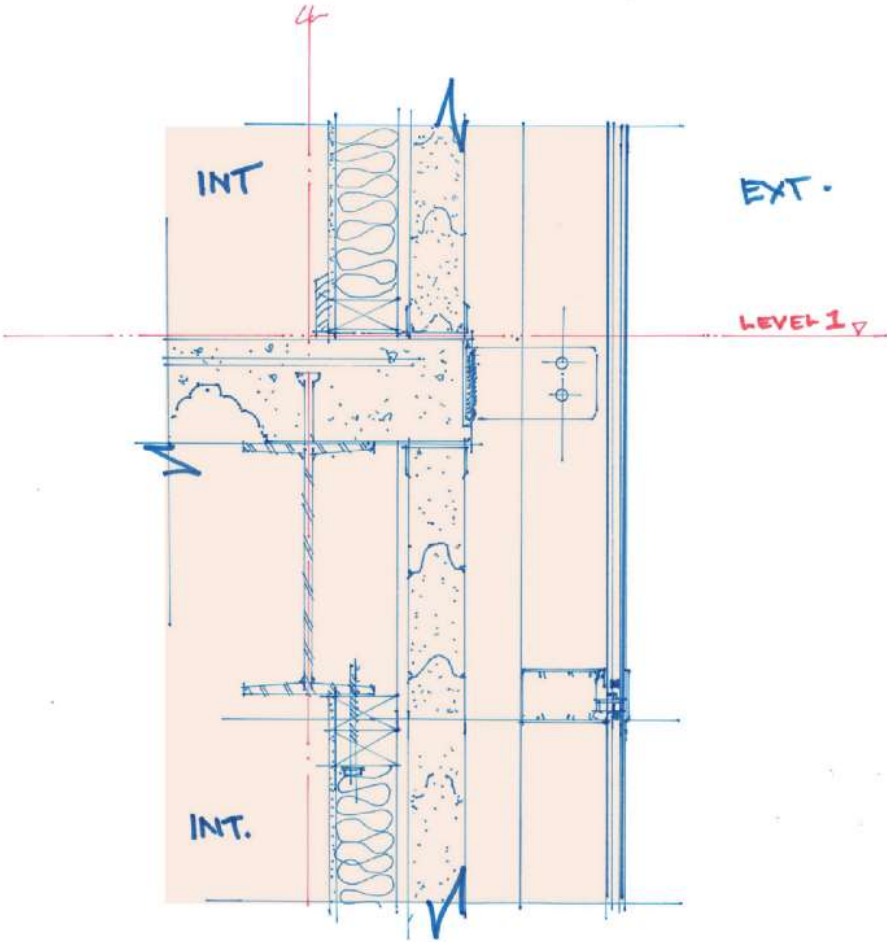
03
TYPICAL GUTTER/
SEISMIC JOINT



KEY BUILDING DETAILS



04
TYPICAL LIGHT HOUSE
FOOTING DETAIL



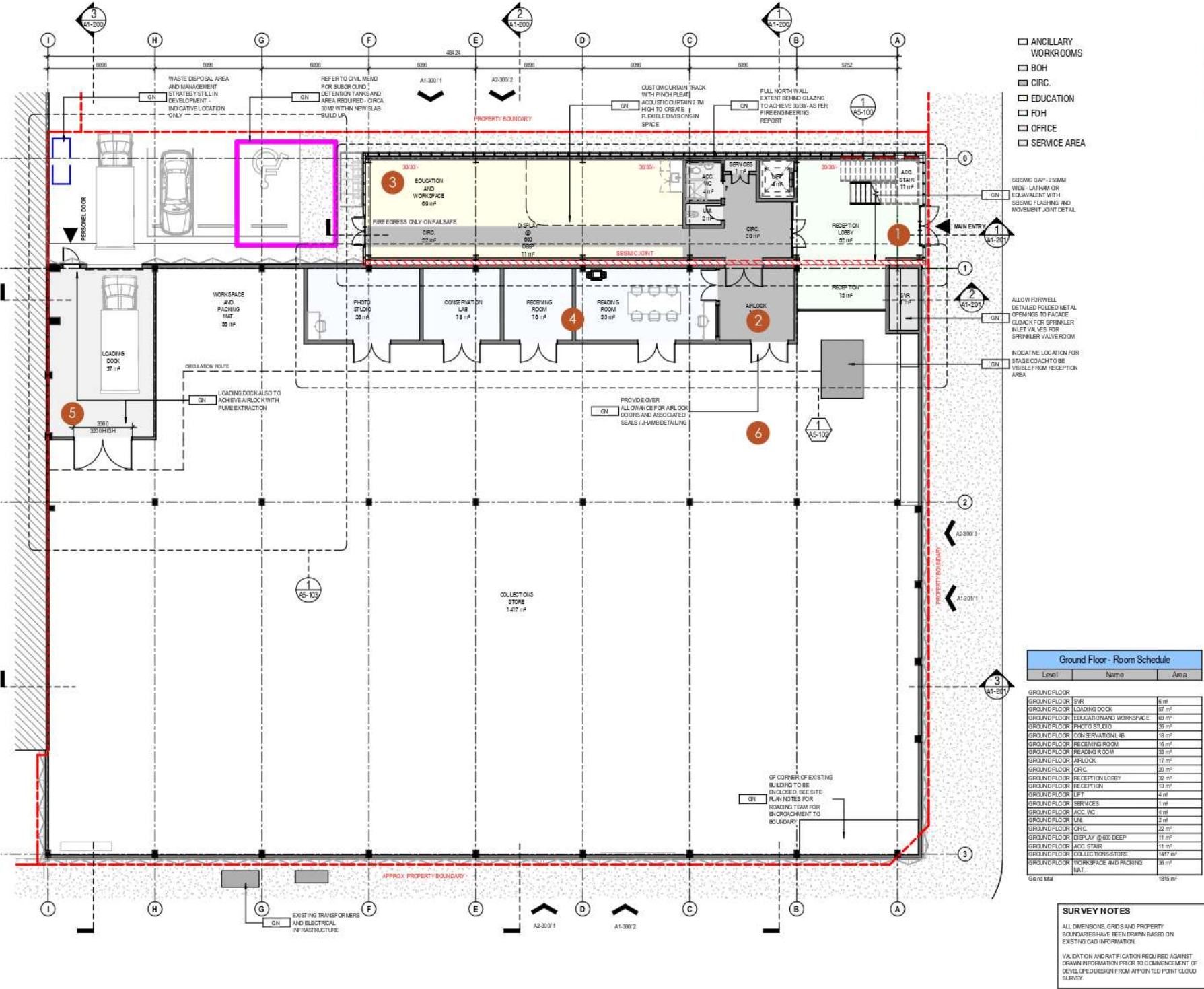
05
TYPICAL LIGHTHOUSE LEVEL 1
SLAB PERIMETER DETAIL

06

The drawing is a technical architectural plan of a roof. It features a central square area with a cross-like structure, possibly a chimney or a ventilation shaft. The roof is divided into sections by a central vertical line and two horizontal lines. Dimensions are provided in millimeters (mm) and centimeters (cm). The internal dimensions are marked as 750 mm, and the external dimensions are marked as 300 mm. The drawing includes a scale bar at the bottom left, indicating 0, 10, 20, 30, 40, 50, 60, 70, 80, 90, 100 mm. The text 'INT.' is written in the upper left, and 'EXT.' is written in the lower left. The drawing is a technical architectural plan of a roof, showing internal and external dimensions, structural elements, and a central square feature.

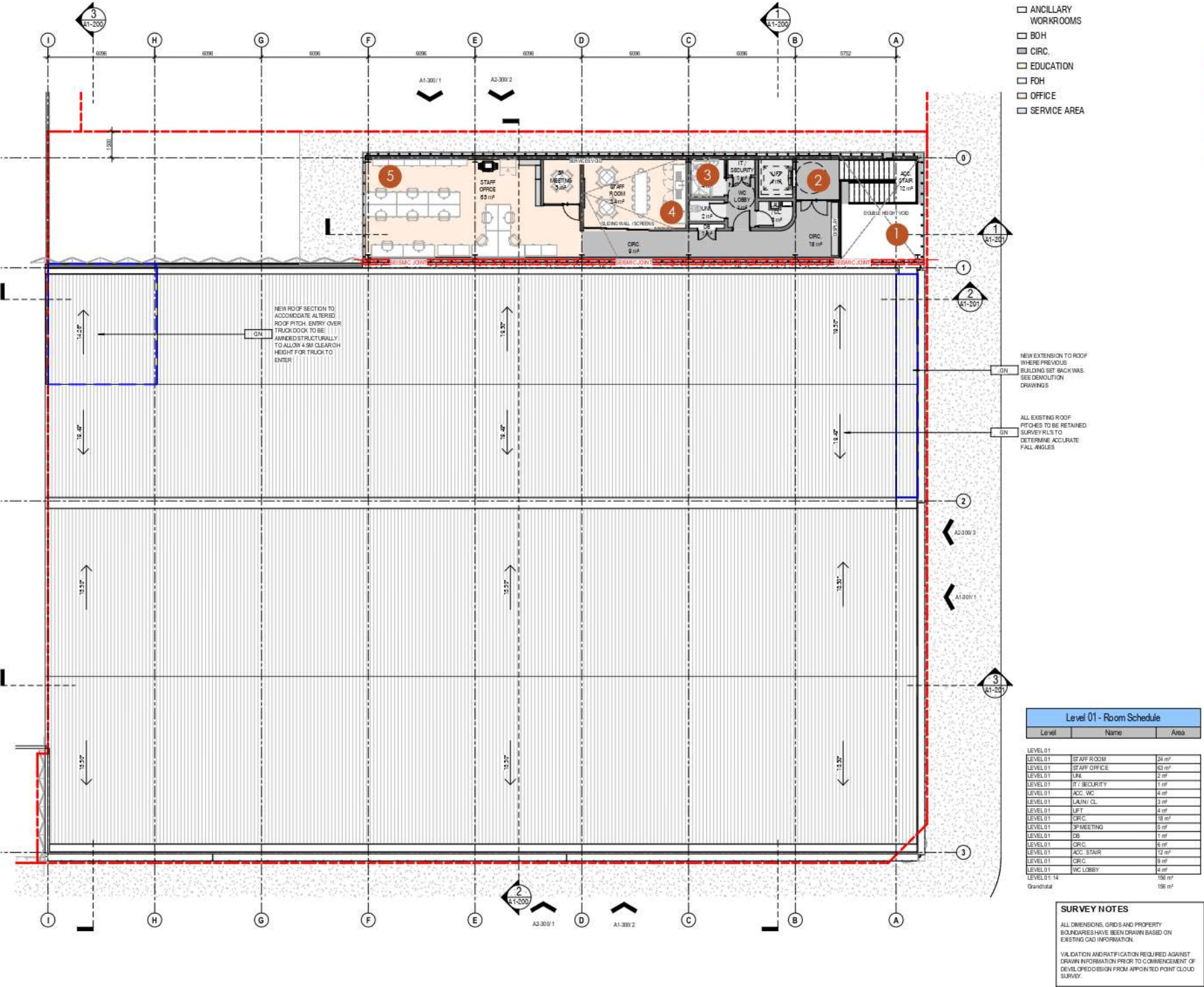
GROUND FLOOR PLAN

DRAWING NOT TO SCALE

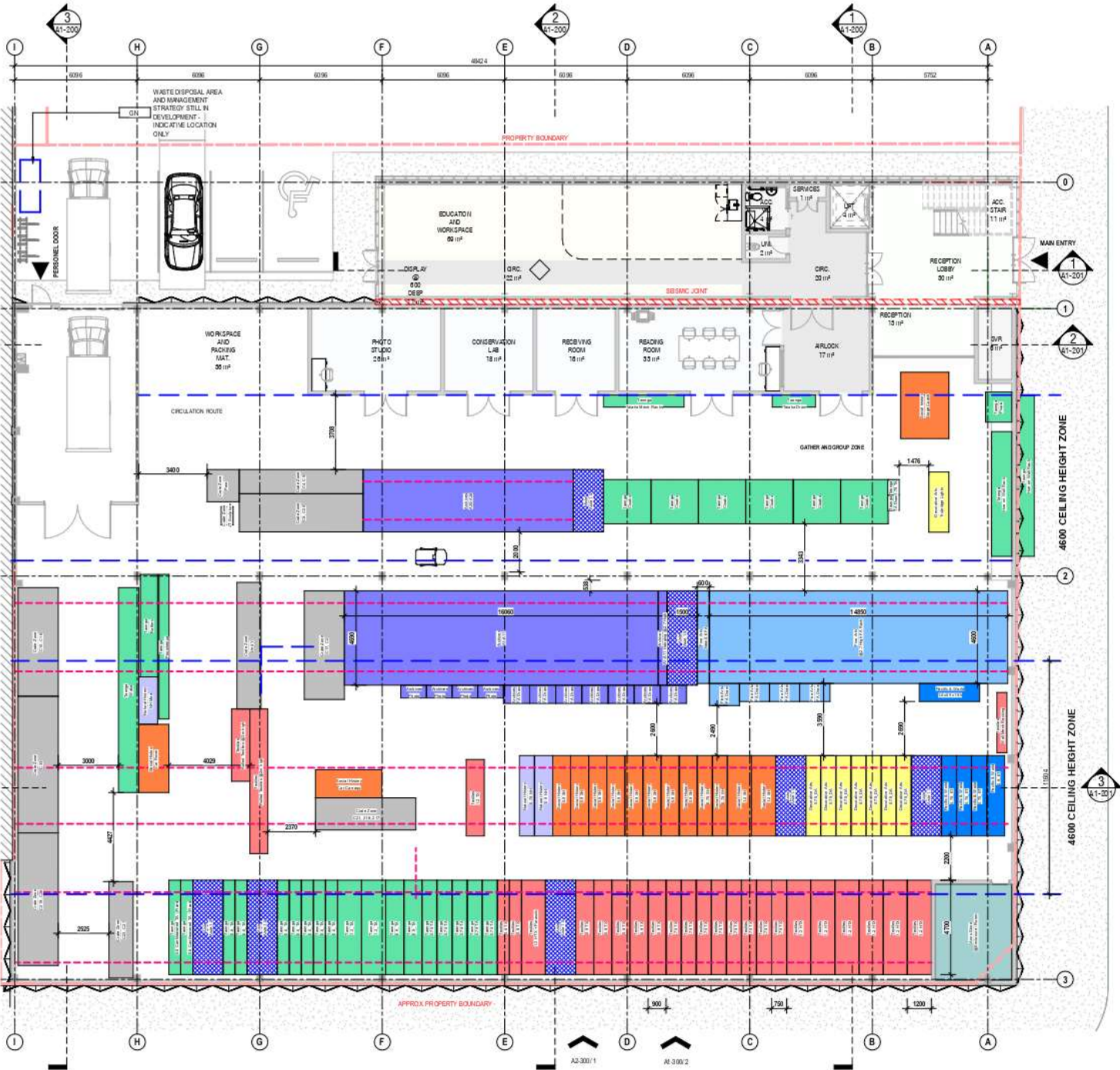


LEVEL 01 FLOOR PLAN

DRAWING NOT TO SCALE



COLLECTIONS STORAGE LAYOUT



Collections Storage Summary

We confirm that there is sufficient capacity within the storage area shown in the current preliminary design layouts for the existing storage and future growth for the next 20 years.

Current volumetric data from the building model has the collections allowance at circa **1835m³** which can be referenced on technical drawing sheet A1-111. These numbers are still being developed with the MTG collections team.

The storage requirements have been provided by the MTG team (refer plan attached). We understand this includes the future growth requirements.

Please note the following points;

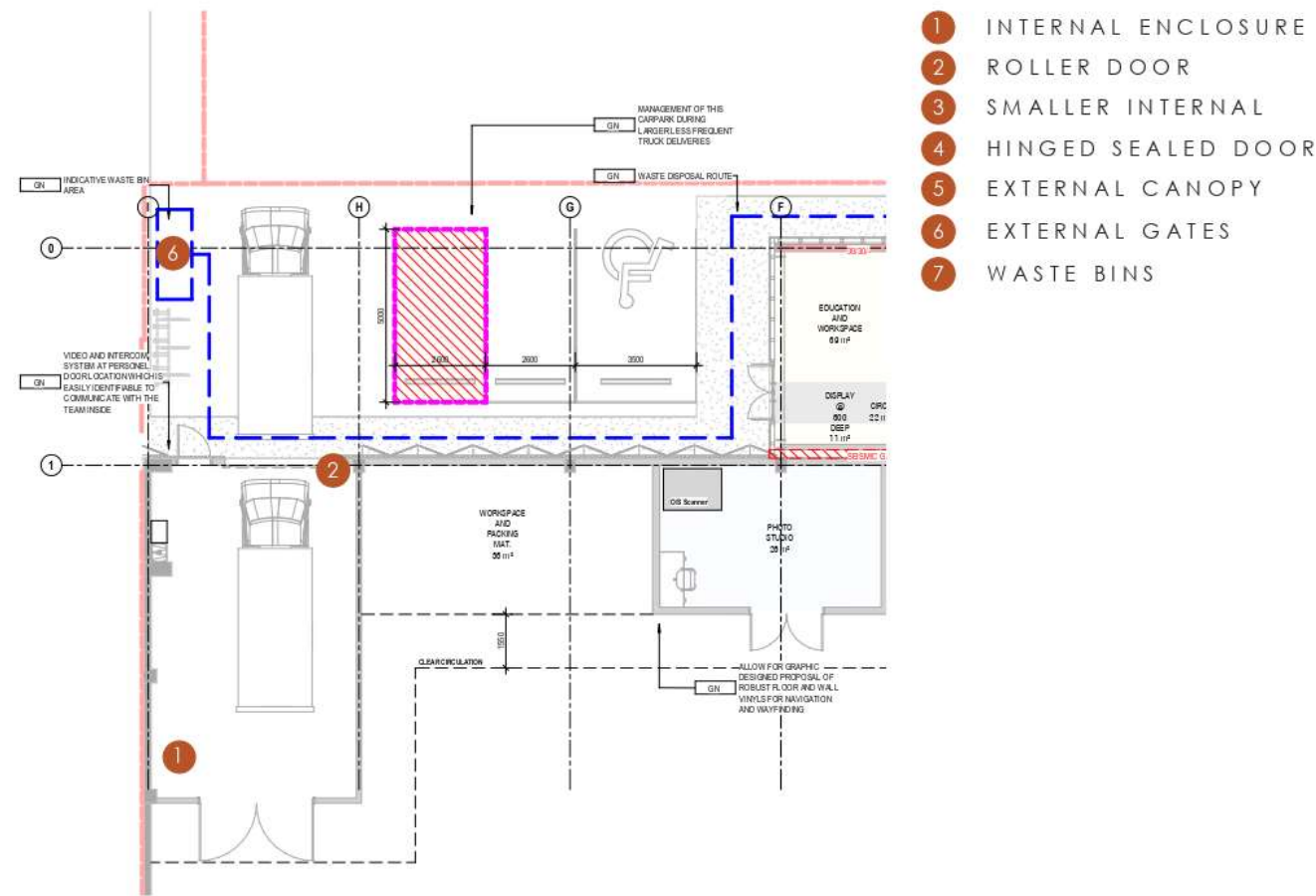
- MTG team have scheduled each storage item with dimensions and volume (Refer excel attached).
- These volumes have been summarised by the MTG team to consider each storage solution specifically required for the collection item.
- The summary schedule has been collated into a total storage volume requirement for each Collection Category.
- Each Collection Category has varying growth targets, approach to storage and access requirements.
- The MTG team has determined the growth requirements specific to each category. We note this tailored approach differs from the more general 2% growth applied at Due Diligence phase.
- We have 3D modelled each storage solution itemised in the summary schedule as per the storage layout provided by the MTG team. This layout considers isle width and access.
– Refer drawing A1-110.
- The model volumes are scheduled on drawing A-111. This schedule reflects the summary volumes provide by the MTG team. We have noted where the model exceeds growth requirements.
- The crate zone and furniture items with complex mass and bulk considerations are still being developed with the MTG and Architectural team to refine an efficient and operational arrangement which will continue into the developed design stage.

Note:

Colours shown in plan reflect the collections team colour coding and excel spread sheet summaries. If further detail is required please refer to these documents in appendix H

LOADING DOCK AND WASTE STRATEGY

1 - INTERNAL OPTION WITH ROLLER DOOR



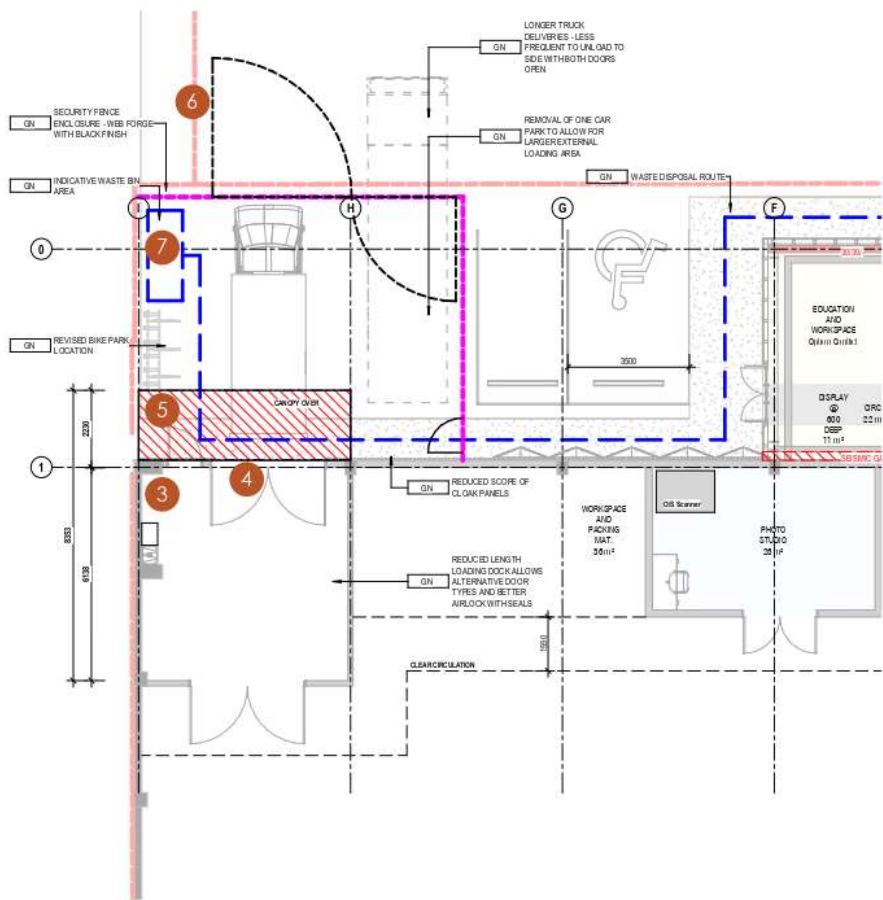
Loading Dock Summary

The Loading dock and operational considerations are still to be confirmed in the next design stage. The current design proposal and brief from the MTG is for the on average largest delivery vehicle to be parked and sealed within the building. This requirement allows for greater security and environmental control upon unloading the items but has a greater cost due to several factors including structural alterations and higher MEP demands.

This briefing requirement is currently under review. We are looking at an external enclosure option which could mitigate some of the cost and space issues at the cost of short periods of environmental control loss during the unloading and inwards process for the items being delivered.

We expect to close this requirement out and capture an agreed direction in the developed design report due in early February

2 - EXTERNAL ENCLOSURE OPTION WITH HINGED GATES



Waste Collection Strategy

The current thinking around the Waste collection area is located in the same location in both loading dock arrangements.

The thinking around waste movements in relation to Taonga deliveries and collection movements needs further cultural advisement before the location is confirmed.

In principle having waste collection outside the facility in a location already suited to truck movements is preferable and also naturally assists with the attraction of any vermin to a location away from the collections.

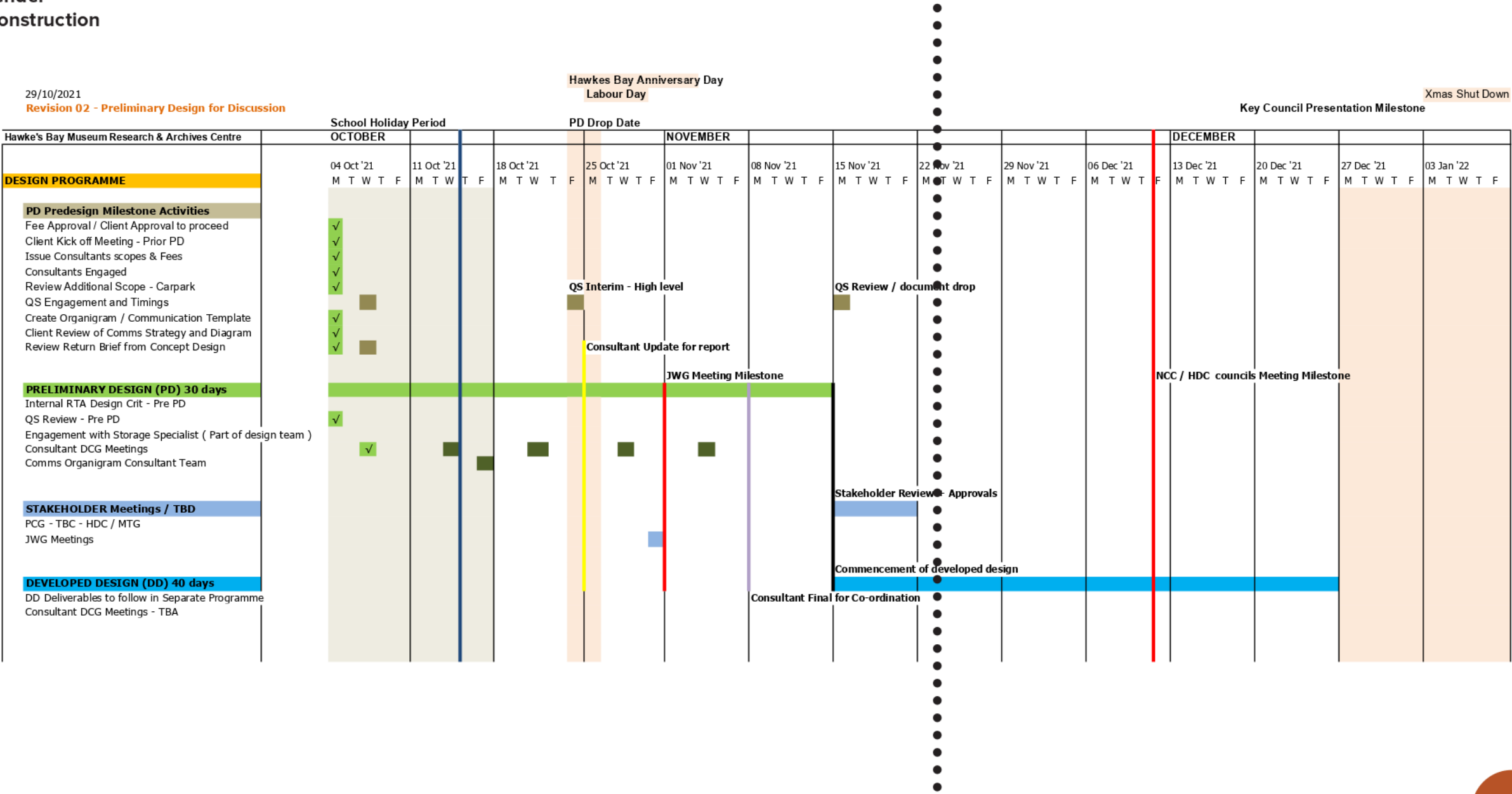
BUDGET REPORTING - PQS

The key points for the approach to cost reporting are as follows

- A PQS has joined the consultant team to undertake cost estimation with the inclusion of cost escalation throughout the remainder of the design stages.
- Previous cost estimation was February 2021 against the current RC information and design intent - It will be 10 Months between estimations.
- Current market volatility surrounding Covid-19 due to material supply, contractor availability and price increases across key - commodities are proving to be KEY risks for projects being built in the region and throughout the country.
- Early contractor involvement process to be explored further as a risk mitigation technique to help track current budget and identify VE opportunities should this be required.

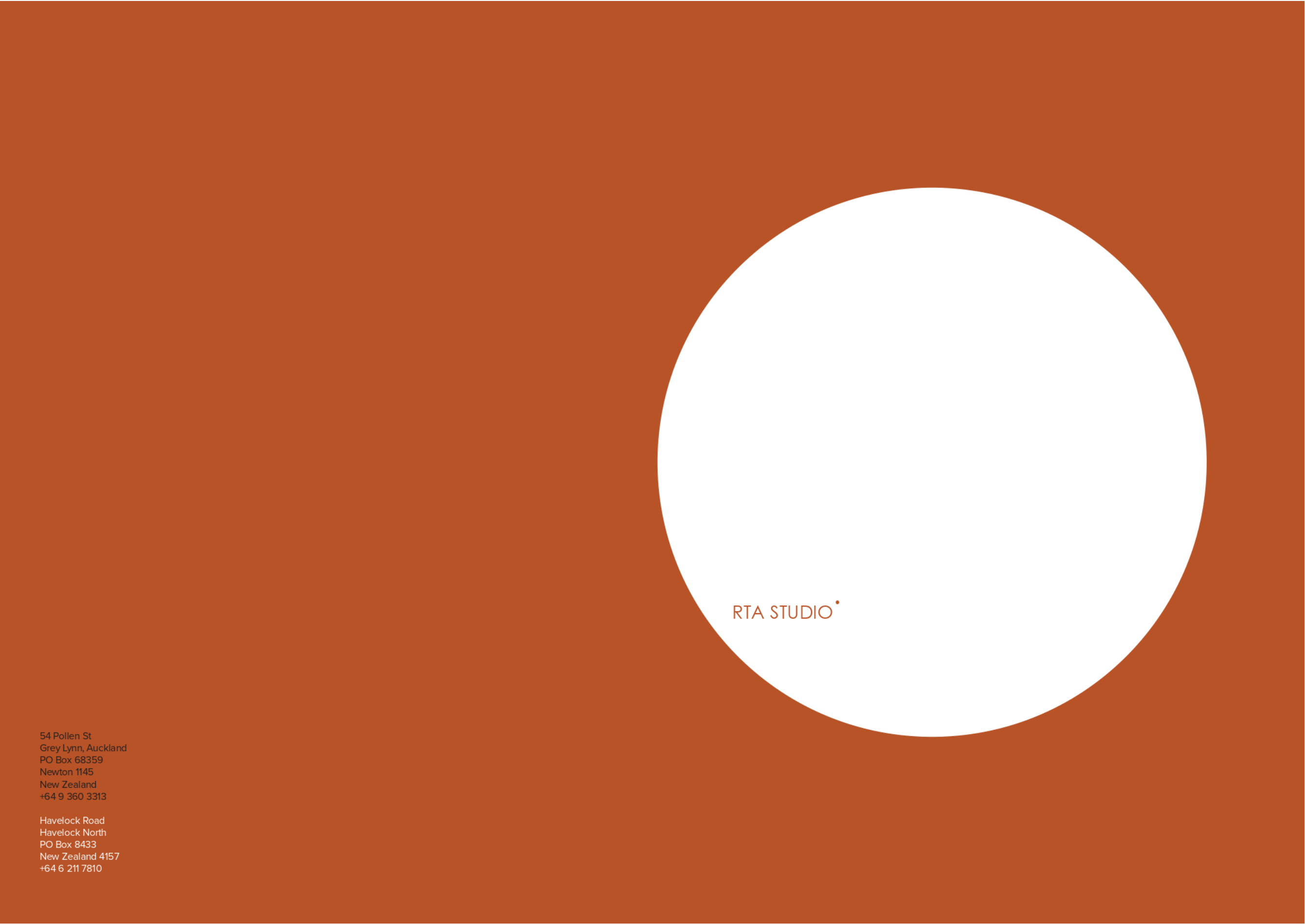
NEXT STEPS + PROGRAMME

- Preliminary Design Review
- PQS Cost Reviw and Briefing
- Developed Design
- Detailed Design
- Tender
- Construction



APPENDICES

- A - STRUCTURAL DESIGN - STRATA GROUP CONSULTING ENGINEERS
- B - FIRE DESIGN - GANNON FIRE AND RISK CONSULTING FIRE ENGINEERS
- C - MEP & SECURITY - JACKSONS ENGINEERING
- D - CIVIL ENGINEERING - STANTEC CIVIL ENGINEERS
- E - BUILDING CONDITION REPORT - TIMLEY BUILDING CONSULTANTS
- F - TRAFFIC ENGINEERING REPORT - STANTEC TRAFFIC ENGINEERS
- G - ARCHITECTURAL OUTLINE SPECIFICATION - SELECTIONS ONLY
- H - MTG COLLECTIONS TEAM - STORAGE CALCULATIONS AND MARKUP'S



54 Pollen St
Grey Lynn, Auckland
PO Box 68359
Newton 1145
New Zealand
+64 9 360 3313

Havelock Road
Havelock North
PO Box 8433
New Zealand 4157
+64 6 211 7810