

## COUNCIL 8. 3. 2012

### FENDALTON/WAIMAIRI COMMUNITY BOARD 14 FEBRUARY 2012

#### Report of a meeting of the Fendalton/Waimairi Community Board held on Tuesday 14 February 2012 at 4pm in the Redwood Lounge, St Albans Baptist Church, 64 McFaddens Road, St Albans

**PRESENT:** Val Carter (Chairperson), Faimeh Burke, Sally Buck, David Cartwright, Cheryl Colley, Jamie Gough and David Halstead.

**APOLOGIES:** An apology for early departure was received and accepted from Cheryl Colley who retired at 5pm and was absent for clauses 8.4, 8.5, 9, 14 and 15.

The Board reports that:

#### **PART A - REPORTS REQUIRING A COUNCIL DECISION**

##### **1. BURNSIDE PARK - FLETCHERS HUB EXTENSION**

<b>General Manager responsible:</b>	General Manager City Environment, DDI 941-8608
<b>Officer responsible:</b>	Unit Manager Asset and Network Planning
<b>Author:</b>	Eric Banks, Parks and Waterway Planner John Allen, Policy and Leasing Administrator

#### **PURPOSE OF REPORT**

1. To enable the Council to consider a recommendation from the Fendalton/Waimairi Community Board regarding an application made under the Canterbury Earthquake (Reserves Legislation) Order 2011 ("the Order") for an extension of the Fletchers Earthquake Repair Hub at Burnside Park, and to make a recommendation to the Council.

#### **EXECUTIVE SUMMARY**

2. The Council, through the powers vested to the Chief Executive Officer, granted Fletchers a warrant of occupation pursuant to the Canterbury Earthquake (Reserves Legislation) Order 2011 to occupy the building in Burnside Park, beside the playground fronting onto Avonhead Road, which is leased to the Riccarton Waimairi Lions. This is for the purpose of an administration office from which to administer the undertaking of repairs to earthquake damaged private dwellings in the adjacent residential area. This repair work is being undertaken after full assessments have been completed by the EQC.
3. The warrant was signed on 8 June of this year (2011) for an initial three year period, with Fletchers having the right to apply for a further one year extension finally ending on 19 June 2015.
4. At present there are 16 staff working out of this building. At the time the initial application was made, discussions were held with Council staff about the need in the future to increase the size of the office to accommodate more staff. This is to administer the increase in the number of repairs, resulting from a greater number of assessments of earthquake damage to properties being completed by the EQC.
5. The Council has received an application to extend the site from the original application and site two portacoms adjacent to the present building, as shown in the plans included in the application (**Attachment 1**). One portacom to house the extra 12 staff required measures 12x3 metres and is located on the north side of the existing building.

## COUNCIL 8. 3. 2012

### Fendalton/Waimairi Community Board 14.2.2012

- 2 -

#### 1 Cont'd

6. The siting of this portacom required a picnic table to be moved to a more appropriate location closer to the playground, to make room for the portacom to be moved onto the site. Fletchers intend to place a weatherproof sail between the existing office building and the new portacom office to protect staff from the weather when walking between the two buildings.
7. A second portacom measuring 6x3 metres is placed to the west of the present building between it and an adjacent fence within the park to house toilets, there being a need to increase the number of toilets at the Hub to accommodate the increased staff numbers.
8. The temporary portacom office and toilets have been attached to the sewage, high pressure water supply, and electrical services that service the present building on the site, being removed at the end of Fletcher's occupation of the site.
9. Unbeknown to staff a third temporary portacom measuring 6x3 metres has been placed on the site, which is used for meetings, as is shown on **Attachment 1**. Staff are comfortable with it being placed in the position shown and consequently are recommending that its placement on the reserve be approved.
10. The plans of the proposed temporary extension to the hub will be attached to the current "Warrant of Occupation" (refer to **Attachment 2**), the warrant itself being altered to accommodate the temporary additional portacoms being placed on the site.
11. Staff had drafted a memo informing the Board that permission had been granted to Fletchers for the hub extension. A letter granting conditional permission to proceed was sent to Fletchers on 19 November 2011 (refer to letter at **Attachment 3**). The original CEO approval did not allow for additional buildings and because all such approvals are now 'business as usual' Council elected member permission is sought for the extension to the buildings on the site, hence this report. At the time of writing this report construction was in progress and expected to be completed by Christmas. Therefore the Council approval sought is retrospective.
12. The majority of Burnside Park is classified as Recreation Reserve under the Reserves Act 1977. The Lion's Club building and the playground area on Avonhead Road are upon part of the reserve classified as Local Purpose (Community Buildings) Reserve, which has a legal description of Sec 1 SO 316071.
13. Staff believe the hub extension will have little impact on the park itself, next to none in the long term. Any damage to the grassed or sealed areas of the park will be made good by Fletchers following the cessation of Fletchers' Warrant of Occupation agreement, including the picnic table which can be restored to its original position. The Park Management Plan proposes the retention of the Lions Club building but the removal of the adjacent Council owned rented house. This area of the park is to be extensively reworked in the future.

#### FINANCIAL IMPLICATIONS

14. The Waimairi Lions Club, (now the Riccarton Waimairi Lions Club), have a lease agreement with the Council for use of the building, in consideration for which they pay a rental to Council. The Lions Club spent considerable monies, (over \$70,000) at the beginning of their lease period (lease period began 15 January 2003) bringing the former plant nursery building up to a community use standard. At the end of their lease period, if the lease is not renewed, the building and its improvements revert back to Council ownership at no cost to the Council. For the duration of Fletchers' occupation of the building, this lease is on hold. The building leased to the Lions Club was regularly made available to community groups to use. The building and grounds are owned by the Council as part of the park and therefore the agreement for the use of the site by Fletchers is with Council. Staff are recommending however that the rental payments by Fletchers, (\$450 per week), to Council are redirected to the Lions Club, less the amount Lions would pay normally as rent, thus enabling them to continue to financially support community initiatives as they have done in the past (refer to list of grants as shown in **Attachment 4**). The rent is being received by the club currently and by agreement is being held in a separate account pending the resolution of this matter.

**1 Cont'd**

15. The Council will be charging a bare ground rental to Fletchers' EQC for their occupation of the park land on which their additional temporary buildings are placed, this being delegated to the Corporate Support Manager and staff to manage.

**Do the Recommendations of this Report Align with 2009-19 LTCCP budgets?**

16. There will be a slight increase to the revenue received by Council if the Officers' recommendations are approved, (see 14 above).

**LEGAL CONSIDERATIONS**

17. In response to the circumstances arising from the 22 February 2011 earthquake, the Government enacted the Canterbury Earthquake (Reserves Legislation) Order (No2) 2011, (the Order), pursuant to the Canterbury Earthquake Response and Recovery Act 2010 to enable reserves to be used for certain purposes which would not normally be permissible under the Reserves Act 1977, or other similar legislation, and thereby to avoid unnecessary delays in responding to circumstances arising from the earthquake.
18. The Order enables some temporary solutions to issues caused by the earthquakes to be accommodated on park and reserve land. The Order expires on 18 April 2016, this being the expiry date of the empowering legislation under which the Order has been made. The Order does not allow the use of parks and reserves for earthquake related purposes after its expiry date, unless the use would normally comply with uses allowed under the relevant legislation that the park and reserve is held under, and a permanent occupation right in accordance with that legislation has been granted, before the expiry of the Order.
19. The Council has the power under the Order to acquire the use of the building for earthquake repair purposes subject to complying with section 7 (Rights and Obligations of Third Parties Subject to Council Powers) of the Order. Clause 5(b)(ix) of the Order provides that the Council, or any person authorised in writing by the Council, or the Council's Chief Executive, may use a reserve or erect a structure on a reserve for works site offices.
20. The Order also provides that when the Council authorises any such use of a reserve, that it does not need to comply with any relevant management plan or the usual Reserves Act processes. However, under the warrant, Council has required Fletchers to take all reasonable steps to protect the integrity of the reserve and to ensure that the reserve is reinstated at the end of the use as closely as practicable to its prior condition as required by section 6(2) (a) and (b) of the Order. Refer to warrant attached in **Attachment 2**.
21. In addition to Council authorisation under the Order, Fletchers will also need to obtain all necessary resource and building consents required (if any) under the Building Act 2004 and the Resource Management Act 1991 or any Orders applicable to these acts made under the Canterbury Earthquake Response and Recovery Act 2010 for the proposed use. Approval under the Reserves Legislation Order does not constitute consent under those Acts.
22. The reason approval for the site offices is being sought under the Order is because occupations of park and reserve land for the purpose of temporary site offices for administration of repairs on other land is not allowed under the Reserves Act 1977, unless a temporary easement process under section 48 of that Act is worked through which includes public advertising, possible hearing and the Minister of Conservations approval under that Act, a process which takes a considerable period of time, which is not acceptable from the earthquake damage repair perspective.

**Have you considered the legal implications of the issue under consideration?**

23. Yes, above.

**ALIGNMENT WITH LTCCP AND ACTIVITY MANAGEMENT PLANS**

24. Yes – earthquake recovery.

1 Cont'd

**Do the recommendations of this report support a level of service or project in the 2009-19 LTCCP?**

25. As above.

**ALIGNMENT WITH STRATEGIES**

26. Not applicable.

**Do the recommendations align with the Council's strategies?**

27. Not applicable.

**CONSULTATION FULFILMENT**

28. Clause 6 of the Order expressly provides that the Council may act under the Order without complying with the Reserves Act 1977 (including any provision relating to public notification or the hearing of objections).
29. Clause 7 of the Order requires the Council to give notification to parties who have an easement, lease, licence, covenant or other legal right over the area of reserve to be temporarily occupied under the Order.
30. In addition, the Canterbury Earthquake (Local Government Act 2002) Order 2010 exempts the Council from compliance with some of the decision-making processes set out in the Local Government Act 2002. These include the requirement that the Council considers community views and preferences.
31. The exemptions can be relied upon in this case because it is necessary for the purpose of ensuring that Christchurch, the Council, and its communities respond to and recover from the impacts of the Canterbury Earthquakes.
32. The increase in activities occurring at the Hub should not inconvenience other legitimate park users, the normal business hours of operation for the Hub being outside the peak operating hours of sports clubs on the park. Letters have been sent to lessees on the park who officers deem could be affected by the increased activity occurring at the Hub as required by Clause 7(3) of the Order, namely the Gordon Scout Troup, Burnside Park Cricket Club, Burnside Park Associated Football Club (now known as FCTwenty11), Fendalton Tennis Club (now known as the Burnside Tennis Club), and the Riccarton Waimairi Lions Club.

**STAFF RECOMMENDATION**

It is recommended that pursuant to clause 5(b)(ix) of the Canterbury Earthquake (Reserves Legislation) Order 2011, the Council:

- (a) Retrospectively authorises the use by Fletcher Construction Company Limited of that part of the local purpose (community buildings) reserve known as Burnside Park as is approximately shown on the application attached to this report (being **Attachment 1**) for the purpose of the installation of three portacom units.
- (b) Agrees that the period for which the authority referred to in paragraph (a) of this recommendation shall apply is that period commencing on the date of this authority until the 19 June 2014 or if any future application for an extension is approved, 19 June 2015 as is set out in the current warrant.
- (c) Approves the rent being received from Fletcher Construction Company Limited for their occupation of the building leased by the Riccarton Waimairi Lion's Club being paid to the Club to enable it to be used for community purposes, less the rent normally paid to the Council by the Club for their lease of the building.

**1 Cont'd**

- (d) Approves for the charging of a bare ground rental to Fletcher's EQC for their occupation of the park land on which their additional temporary buildings are placed, this being delegated to the Corporate Support Manager and staff to manage.

**BOARD RECOMMENDATION**

That the staff recommendation be adopted.

**2. ROYDVALE SCHOOL - VARIABLE SPEED LIMIT**

<b>General Manager responsible:</b>	General Manager, City Environment Group, DDI 941-8608
<b>Officer responsible:</b>	Unit Manager, Transport and Greenspace
<b>Author:</b>	Michael Thomson, Senior Traffic Engineer

**PURPOSE OF REPORT**

1. To seek Council approval of the installation of a new variable speed limit (40 kilometres per hour school zone) on Roydvale Avenue and Juniper Place, at Roydvale School (**refer attachment 1**) and include it in the Christchurch City Council Register of Speed Limits.

**EXECUTIVE SUMMARY**

2. The Council has a commitment to improve road safety. Reducing excessive vehicle speeds where appropriate, outside schools during peak arrival and departure periods improves the safety for children. The Council has a programme of installing 40 kilometres per hour variable speed limits (known as "school zones") outside schools according to a prioritisation process. This process, (including the methodology behind it) was recently endorsed again by Council as the most appropriate method of improving road safety outside certain schools. Roydvale School currently has the next highest priority, following zones already commissioned. To date, 35 schools have benefited from this treatment. The "school zone" can operate on school days, for a period no more than forty-five minutes in the morning before the start of school and for a period no more than thirty minutes in the afternoon, beginning no earlier than five minutes before the end of school. The "school zone" can also operate for a period of ten minutes at any other time when children cross the road, or enter or leave vehicles at the roadside.
3. The Council can resolve to set new variable speed limits, in accordance with the Christchurch City Council Speed Limits Bylaw and the Land Transport Rule: Setting of Speed Limits 2003. Accordingly, infrastructure for these variable speed limits cannot be commissioned until they have been formally resolved by the Council.

**FINANCIAL IMPLICATIONS**

4. The estimated cost of this zone is \$40,000 and will be funded from an existing approved budget.

**Do the Recommendations of this Report Align with 2009-19 LTCCP budgets?**

5. The recommendations of this report align with 2009-19 Long Term Council Community Plan (LTCCP) budgets.

**LEGAL CONSIDERATIONS**

6. The proposed variable speed limit complies with the conditions specified and published by the Director of the New Zealand Transport Agency in the New Zealand Gazette (21/4/2011, No. 55, p. 1284) approving a variable speed limit of 40 kilometre per hour in school zones and setting out conditions for those speed limits. A copy of that notice is attached (**refer attachment 2**). Council resolution is required to implement the speed limit restrictions and traffic management changes.

**2 Cont'd**

7. The Land Transport Rule : Setting of Speed Limits 2003.
8. The Land Transport Rule: Traffic Control Devices 2004.
9. Christchurch City Council Speed Limits Bylaw 2010.

**Have you considered the legal implications of the issue under consideration?**

10. As above.

**ALIGNMENT WITH LTCCP AND ACTIVITY MANAGEMENT PLANS**

11. This report's recommendations support the project objectives as outlined in the 2009-19 LTCCP.
12. This project aligns with the Transport and Greenspace Unit's "Our Community Plan 2009-2019".

**ALIGNMENT WITH STRATEGIES**

13. This project is consistent with key Council strategies including the Road Safety Strategy and the Pedestrian Strategy.

**Do the recommendations align with the Council's strategies?**

14. As above.

**CONSULTATION FULFILMENT**

15. Before the Council can set a variable speed limit pursuant to Clause 5(1) of the Christchurch City Speed Limits Bylaw 2010, the public consultation requirements set out in Section 7.1 of the Land Transport Rule Setting of Speed Limits 2003 Rule 54001 must be complied with. Section 7.1(2) provides that the persons who must be consulted before the Council sets a speed limit are:
  - (a) Road controlling authorities that are responsible for roads that join, or are near, the road on which the speed limit is to be set or changed;
  - (b) A territorial authority that is affected by the existing or proposed speed limit;
  - (c) Any local community that the road controlling authority considers to be affected by the proposed speed limit;
  - (d) The Commissioner of Police;
  - (e) The Chief Executive Officer of the New Zealand Automobile Association Incorporated;
  - (f) The Chief Executive Officer of the Road Transport Forum New Zealand;
  - (g) Other organisation or road user group that the road controlling authority considers to be affected by the proposed speed limit; and
  - (h) The Director of Land Transport New Zealand now the New Zealand Transport Agency (NZTA).

2 Cont'd

16. Section 7.1(3) of the Rule provides:
  - (i) A road controlling authority must consult by writing to the persons in 7.1(2) advising them of the proposed speed limit and giving them a reasonable time, which must be specified in the letter, to make submissions on the proposal. In terms of Section 7.1(2)(a) and 7.1(2)(b) there are no road controlling authorities or territorial authorities that are required to be consulted in respect of any of the proposed variable speed limits.
17. Representatives of the Commissioner of Police, the Director of New Zealand Transport Authority, the Chief Executive Officer of the New Zealand Automobile Association Incorporated, the Taxi Federation and the Chief Executive Officer of the Road Transport Forum of New Zealand have received written advice of the proposed new variable speed limit in accordance with Section 7.1(2) (d), (e), (f) and (h). No other organisation or road user group is considered to be affected by the proposed speed limits. No neighbouring road controlling authority is affected.
18. A spokesperson for the New Zealand Transport Agency supported the proposed variable speed limit outside Roydvale School. He noted that they meet all the requirements of the warrant as set out in Traffic Note 37 Section 4. The schools exceed the requirement of 50 children crossing the road or entering a vehicle, and have traffic speeds above the requirements and/or are on a main traffic route.
19. A consultation plan was circulated to 80 residents in Roydvale Avenue and Juniper Place on 22 November 2011. In most cases the consultation leader spoke to property owners near proposed school speed signs. The school also provided details to the school community via its newsletter.
20. Information about the proposed school speed zone was delivered to the Russley, Avonhead and Memorial Residents' Association.
21. Responses were received from 14 stakeholders. Eight supported the planned variable speed limit and one opposed it. The remaining five did not indicate their views on the proposed school speed zone. However, they and some of the other respondents raised concerns about workers from the nearby Technology Park parking all day in Juniper Place, and the danger they believe this posed to school children.
22. The project team has advised these respondents that parking outside the frontage of Roydvale School and the whole of Juniper Place is outside the scope of this school speed zone project. However, parking will be addressed as part of the Roydvale School Travel Plan project, due to commence soon. The travel plan will identify definite actions, who will be responsible for implementing these, and timelines. Affected residents will be consulted on any changes to parking proposed by the Council.
23. The respondent who opposed the proposed school speed zone felt that it would restrict traffic flow and cause hold-ups. The project team responded that school speed zones have been introduced on roads with much higher volumes of traffic than Roydvale Avenue and have been very successful. He was advised that there is no evidence of increased congestion, or accidents resulting from the introduction of school speed zones round the country.
24. Roydvale School administrators support the installation of a variable speed limit outside their school and are prepared to operate it.
25. Respondents were sent a copy of the plan for Council approval, and a letter outlining the project team's responses to their suggestions and concerns. They were also advised of the Community Board meeting date and time, and how to contact the Board Adviser if they wished to seek speaking rights.

**2 Cont'd**

**STAFF RECOMMENDATION**

That the Council:

- (a) Approve the installation of a 40 kilometre per hour variable speed limit on Roydvale Avenue and Juniper Place (school zone), as meets the requirements of Section 7.1 of the Land Transport Setting of Speed Limits Rule 2003, and the New Zealand Gazette notice (21/04/2011, Number 55, page 1284), including the times of operation.
- (b) Subject to Council approving recommendation (a), that pursuant to Clause 5(1) of the Christchurch City Speed Limits Bylaw 2010, a variable speed limit of 40 kilometres per hour apply on:
  - (i) Roydvale Avenue, commencing at a point 20 metres north easterly of the O'Connor Place intersection and extending in a north easterly direction for a distance of 466 metres.
  - (ii) Juniper Place, commencing at the Roydvale Avenue intersection and extending in a north westerly direction for a distance of 300 metres.
- (c) Subject to Council approving recommendation (a), that the abovementioned variable speed limit shall come into force on completion of infrastructure installation, and public notification.

**BOARD RECOMMENDATION**

That the staff recommendation be adopted

**BACKGROUND**

- 26. Roydvale School is currently second equal on the Council's prioritisation list for installation of new school speed zones. This process ranks each road fronting a school by scoring the following 10 factors: road classification (i.e. local, major arterial etc), traffic volume, traffic speed, road environment (distractions, visibility etc), community interest, kerbside activity, number of children crossing the roadway, cyclist volume, percentage of trucks, and whether a school patrol exists. There are 293 frontage roads at the 162 schools in the Christchurch City area.
- 27. Two options were considered by the project team. The first and preferred option is to install a 40 kilometre per hour variable speed limit using electronic and static signage that operates outside Roydvale School before and after school during the school term. The other option is to maintain the status quo. The school is keen to see a speed zone installed in Roydvale School and Juniper Place to improve safety for pupils.

**PART B - REPORTS FOR INFORMATION**

**3. DEPUTATIONS BY APPOINTMENT**

**3.1 LAURENCE ENNOR – ROYDVALE SCHOOL VARIABLE SPEED LIMITED**

Mr L Ennor, a resident from Juniper Place, was in attendance and spoke to the Board regarding safety concerns for children being dropped off in Juniper Place.

As Juniper Place has a walkway which children use as an access to the school, Mr Ennor raised safety concerns regarding parents double parking when dropping their children off because the road and turning circle were fully parked. Mr Ennor requested that parking restrictions be considered in Juniper Place to relieve this problem. Refer clause 11 for a decision on this matter.



**3 Cont'd**

Mr Ennor expressed his support for the proposed school speed limit outside Roydvale School.

The Chairperson thanked Mr Ennor for his presentation.

**4. PRESENTATION OF PETITIONS**

Nil.

**5. NOTICE OF MOTION**

Nil.

**6. CORRESPONDENCE**

**6.1 CYCLE LANE - NORTHLANDS TO MONA VALE**

The Board **received** correspondence from Mr A Talbot regarding his concerns relating to dogs off leash on the above cycle way and noted that the matter was being addressed by staff.

**6.2 KENDAL ROAD PARKING TICKS**

Correspondence was tabled and **received** from Mr Noel Jones thanking the Board for their help in facilitating the installation of parking ticks on Kendal Road adjacent his property entrance. He has noticed a marked reduction in parking infringements at the entrance to his property.

**7. BRIEFINGS**

Nil.

**8. COMMUNITY BOARD ADVISER'S UPDATE**

**8.1 VEHICLE CROSSINGS IN BROCKHALL LANE UPDATE**

The Community Board Adviser updated members regarding the correspondence previously received by Mr and Mrs Irving in connection with their vehicle crossing and discussed at the 5 December 2012 Board meeting.

The Council has no insurance for damage to vehicle crossing. Further more, the Christchurch City Council Policy states that repair/replacement of vehicle crossings on council land that does not have a footpath is the responsibility of the property owner.

The Board **decided** that a letter be sent to Mr and Mrs Irving to advise them of the Council Policy and that in this instance the Board was unable to offer any financial assistance.

The Board noted that this policy had been subject to much debate.

The Board also **decided** that a letter be sent to the appropriate General Managers requesting that a reassessment be done on the requirement for developers of new subdivisions to ensure that footpaths are installed on both sides of streets/roads.

**8 Cont'd**

**8.2 WATSONS ROAD UPDATE**

The Community Board Adviser updated members regarding the correspondence received previously from Mr K Clifflin and discussed at the 5 December 2011 Board meeting. A letter had been sent from the appropriate unit to Mr Clifflin addressing all the concerns raised regarding overhanging trees and other matters in Watsons Road.

**8.3 HARPER AVENUE/PARK TERRACE INTERSECTION**

The Community Board Adviser updated members regarding their query at the 13 December 2011 meeting on the time frame for reinstatement of the right hand turn from Harper Avenue into Park Terrace. Signals staff advised that the current arrangement had been approved by Council to improve traffic flow along Bealey Avenue until the one way system was operable. Staff also advised that traffic volumes remain extremely high on this route and double pre-earthquake volumes.

The Board **decided** to request feedback from the appropriate Council unit regarding the specific definition of the one way system and whether this criteria remains justified given the context of the draft City Plan.

The Board also noted that whilst they might have concerns over the junction it was not within the Fendalton/Waimairi ward. The Chairperson agreed to liaise with the Chairperson of the Hagley/Ferrymead ward to convey the Board's concerns regarding the junction.

**8.4 FENDALTON VOICES PROJECT**

The Board **decided** to set up a working party consisting of Val Carter, Cheryl Colley and Faimeh Burke to move this project forward.

**8.5 FINANCE WORKING PARTY**

The Board **decided** to set up a finance working party consisting of Val Carter, Cheryl Colley, Sally Buck, David Cartwright, and David Halstead to facilitate the Board in determining priorities and areas for the Board's Discretionary funding.

**9. ELECTED MEMBERS' INFORMATION EXCHANGE**

- **Combined Community Board Forum** – Monday 20 February at 5.30pm
- **Bus Tour** – proposed date Wednesday 14 March 2012 at 3.30pm

**PART C - REPORT ON DELEGATED DECISIONS  
TAKEN BY THE BOARD**

**10. CONFIRMATION OF MEETING MINUTES – 5 AND 13 DECEMBER 2011**

The Board **resolved** that the minutes of its ordinary meetings of Monday 5 December 2011 and Tuesday 13 December 2011, be confirmed.

**11. DEPUTATIONS BY APPOINTMENT (CONT'D)**

**11.1 LAURENCE ENNOR – ROYDVALE SCHOOL VARIABLE SPEED LIMITED**

Refer clause 3.1.

The Board **resolved** that due to increased traffic in this area, staff be asked to report back by the end of June 2012 on parking restrictions in Juniper Place including two hour parking restrictions, no stopping in the turning circle and school drop off zones near the walk way.

**12. BISHOPDALE COURT - ROAD STOPPING**

The Board's consideration was sought on the application from Christchurch City Network Limited trading as Enable Network to stop a portion of road, Section 1, approximately 166 metres square in Bishopdale Court.

The Board **resolved**:

- (a) To approve the road stopping of the portion of Bishopdale Court identified on attached plan to the agenda as Sec 1.
- (b) To recommend to the Minister of Land that part of Bishopdale Court as shown on the attached plan to the agenda containing approximately 166 metres squared (subject to survey) be declared to be stopped by consent pursuant to Section 116 (2) (b) (i) and (ii) by the Public Works Act 1981.
- (c) That pursuant to Section 345 (1) (a) (i) of the Local Government Act 1974 the land be added to the Enable Network as determined by a registered valuer appointed by the Council.

**13. UNFORMED HAREWOOD ROAD - ROAD STOPPING**

The Board's consideration was sought on the application from Christchurch International Airport Limited (CIAL) to stop the portion of unformed Harewood Road approximately 2,928 metre squared.

The Board **resolved**:

- (a) To approve the road stopping of the portion of Harewood Road identified on the plan S.O 19807.
- (b) To recommend to the Minister of Land that part of Harewood Road identified on the plan (S.O 19807) be declared and stopped by consent pursuant to section 116 (2) (b) (i) and (ii) of the Public Works Act 1981.
- (c) That pursuant to Section 345 (1) (a) (i) of the Local Government Act 1974 the land be sold to CIAL at a price of \$290,000 plus GST, plus all costs associated with the road stopping.

**14. APPLICATIONS TO THE BOARD'S 2011/12 DISCRETIONARY RESPONSE FUND**

The Board's consideration was sought regarding applications for funding from its 2011/12 Discretionary Response Fund from Burnside Elim Church Trust for \$3,379 and St Stephen's Community Centre for \$6,500.

The Board **resolved** to allocate from its 2011/12 Discretionary Response Fund:

- (a) \$3,379 to the Burnside Elim Church Trust towards the costs of establishing a Mainly Music Pre-school Group.
- (b) \$6,000 to the St Stephen's Community Centre towards the wages for a Community Worker for Older Adults.

**COUNCIL 8. 3. 2012**

**Fendalton/Waimairi Community Board 14.2.2012**

- 12 -

**15. APPLICATION TO THE BOARD'S YOUTH DEVELOPMENT SCHEME – JESSICA SCHOFIELD**

The Board's consideration was sought for an application for funding from the its 2011/12 Youth Development Scheme from Jessica Schofield.

The Board **resolved** to allocate \$400 to Jessica Schofield towards the cost of attending the International Future Problem Solving Conference in Indiana, USA.

The meeting concluded at 5.25pm.

**CONFIRMED THIS 27TH DAY OF FEBRUARY 2012**

**VAL CARTER  
CHAIRPERSON**



## **Burnside Extension Proposal Hub 14**

by

**Rob Steel**

**10<sup>th</sup> October 2011**

### **Contact details**

Telephone: 03 341 9919  
Mobile: 027 502 4166  
Email: [rob.steel@eqr.co.nz](mailto:rob.steel@eqr.co.nz)

### **Target Start Date**

November 2011

## Objectives

- To facilitate the repair of earthquake damaged homes in the Fendalton Waimairi Ward

Ramp plan has indicated that additional staff required to increase number of properties completed per month. Both existing hubs within ward Fendalton and Burnside have reached capacity for number of staff each facility can accommodate.

Burnside hub location within Burnside Park is identified as having sufficient space and in particular car parking to allow for additional staff accommodation to be provided by adding portacom's similar to those provided in other 'portacom villages' set up on council properties or reserves (similar to North New Brighton Hub on Bower Ave.

## The Existing Hub Location

- Lions Den, Burnside Park, 336 Avonhead Rd

The existing hub location in the lion's den has a lot of car parking around it which will facilitate not only staff but homeowners when they visit to enquire on their repair progress.

The existing hub has an open plan office accommodation 16 staff; two toilets and a kitchen area. See attached existing Plan.



## Proposed Extension to Hub

The extension to accommodation will be achieved by adding two 12x3m portacom buildings 'back to back' to create an office for 12 additional staff and a small meeting room or office.

Additionally to this an extra toilet block will be added and connected to existing building services.

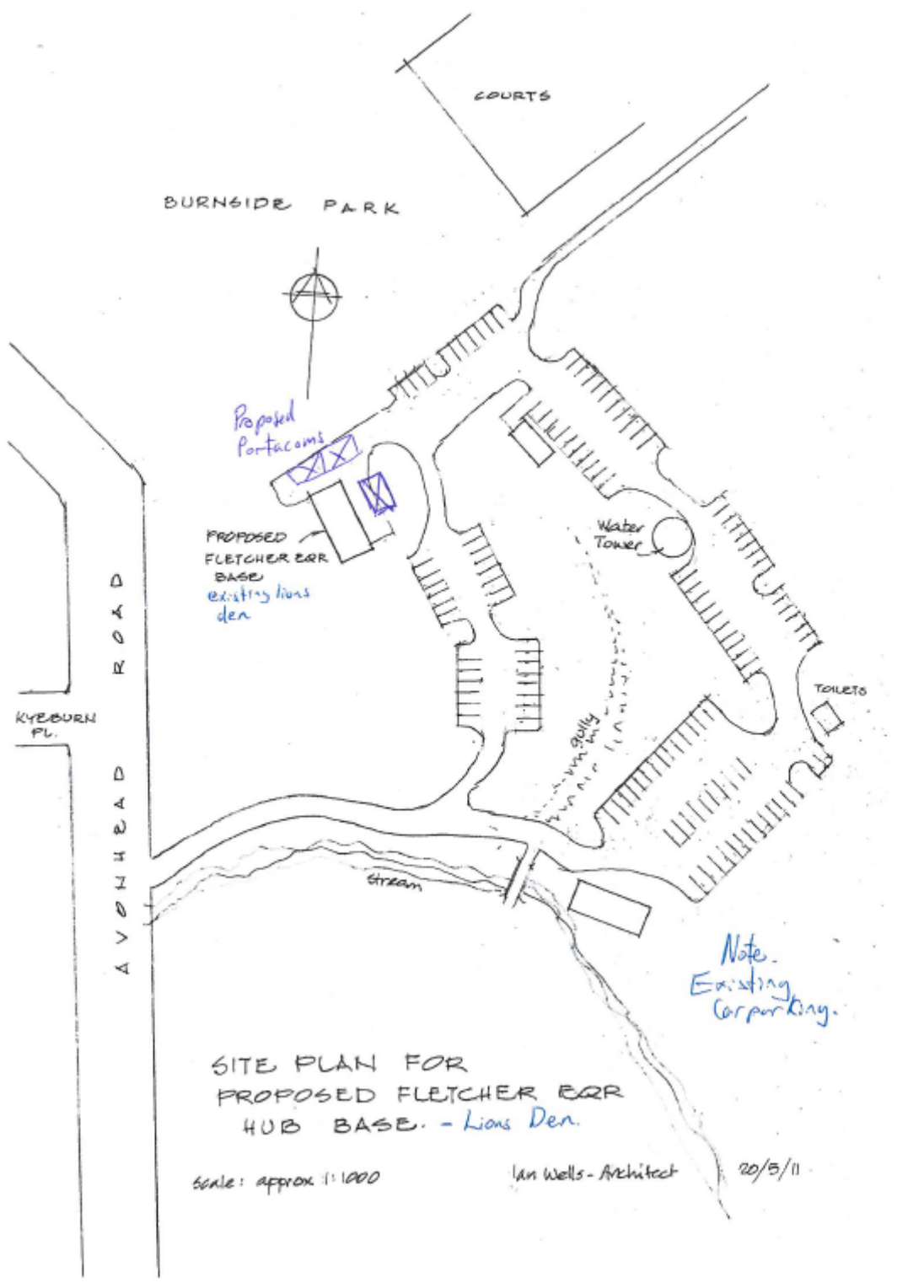
At this point in time we see no need for an enclosing fence. The area is off the road and is not a common point that people access through at night. External access gates are locked at night by park reserves staff. Sensor lighting will be installed.

## Considerations

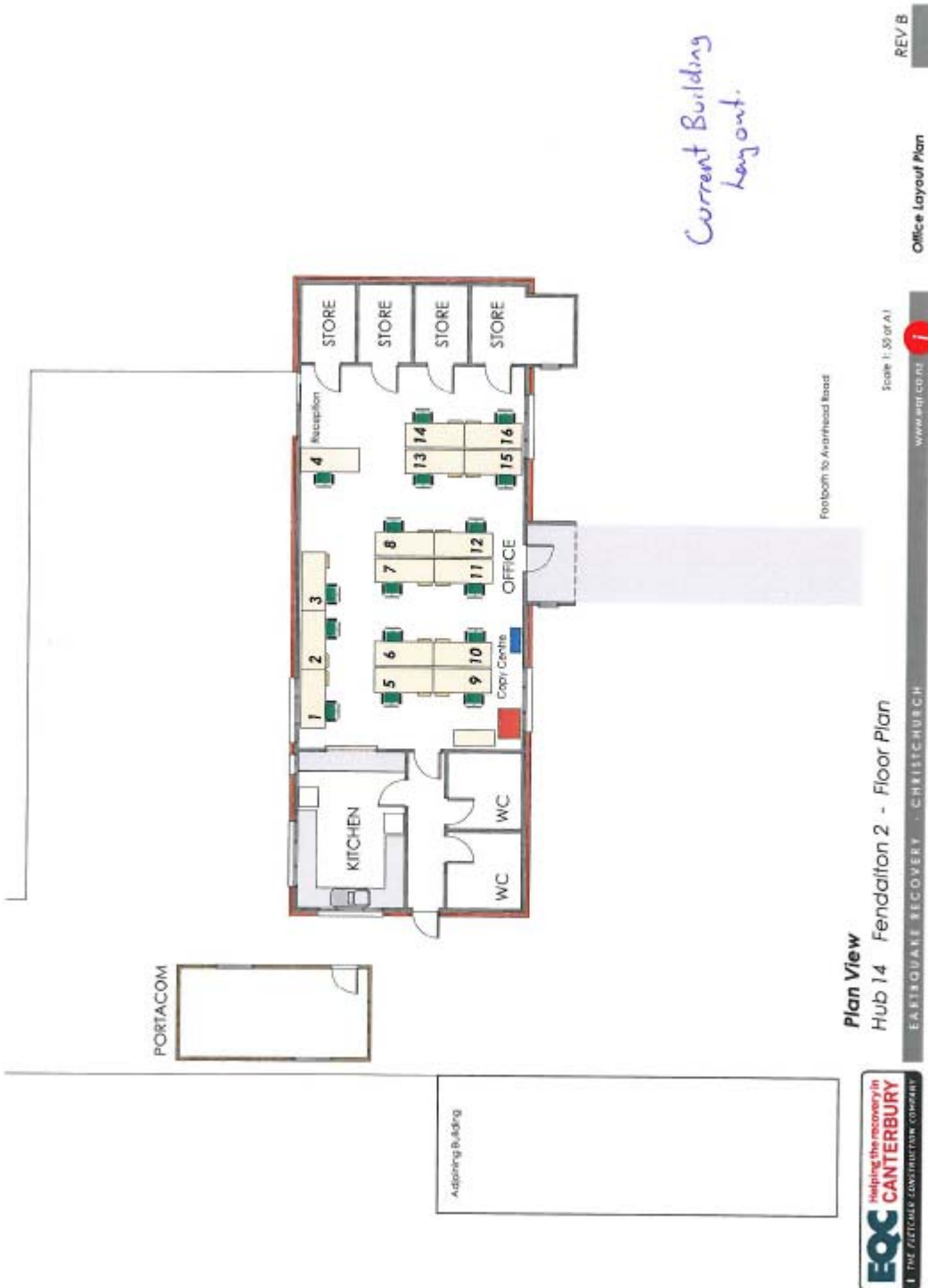
- The facility needs to have good access for public and available parking.
- Office space in the North West of Christchurch has all but been exhausted by companies relocating out of inner city. Even if suitable space could be found parking is limited around commercial sites in region of Harewood or Wairakei roads and would not prove to be easy for public to visit and engage with the hub.
- Extension of existing facility makes more sense than approaching council/private land owner to set up an entirely new portacom village as this would need new services connections to council mains and approval process would be drawn out.

## Attachments

- Existing Site Plan
- Current Building Layout
- Proposed Extension Layout
- Out line budget







Plan View  
Hub 14 Fendalton 2 - Floor Plan



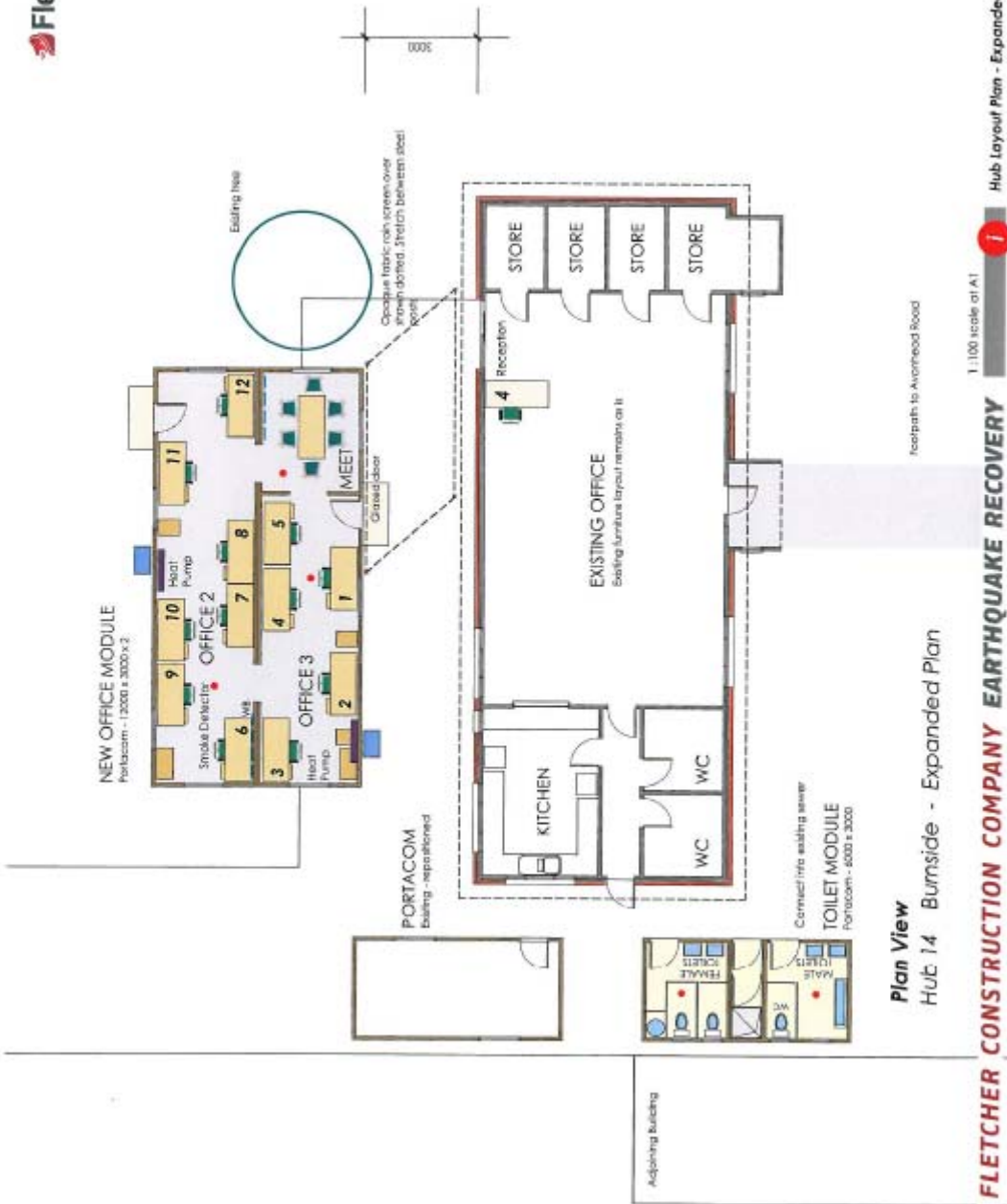
EARTHQUAKE RECOVERY - CHRISTCHURCH

Scale 1:35 or A1

www.eqc.org.nz

REV B

Office Layout Plan



**Plan View**  
Hub 14 Burnside - Expanded Plan

**THE FLETCHER CONSTRUCTION COMPANY EARTHQUAKE RECOVERY** | 1 | Hub Layout Plan - Expanded | REV A



5 July 2011

**THE FLETCHER CONSTRUCTION COMPANY LIMITED**

**AUTHORISATION PURSUANT TO CANTERBURY EARTHQUAKE (RESERVES LEGISLATION) ORDER 2011**

**BURNSIDE PARK**

In accordance with clause 4(b) of the Canterbury Earthquake (Reserves Legislation) Order 2011 (**Order**), the Christchurch City Council (**Council**) authorises The Fletcher Construction Company Limited (**Fletchers**) to exercise the powers of the Council under the Order to use the Riccarton Waimari Lions Club Building located at Burnside Park (**Reserve**) as more particularly described in the attached Schedule (**Site**) for the purposes of establishing and operating a work site office to manage repairs to houses and buildings in the surrounding area related to damage from the Canterbury Earthquake as referred to in clause 5(b)(ix) of the Order.

The above authorisation may only be exercised in accordance with the following terms and conditions.

**1. TERM**

- 1.1 This Authorisation will commence on 20 June 2011 (**Commencement Date**) and end on 31 March 2012 (**Term**).
- 1.2 Fletchers acknowledges that the Order expires on 31 March 2012. Therefore, at the present time, the Council is not able to grant an authorisation under the Order that extends beyond that date.
- 1.3 Despite clauses 1.1 and 1.2, if the Order is extended past 31 March 2012, by enabling legislation or otherwise, the Council agrees to extend the term for a period expiring on 19 June 2014.
- 1.4 If the term of this Authorisation is extended under clause 1.3, and Fletchers provides written notice to the Council at least one month prior to the expiry of the extended term that it considers (on reasonable grounds stated in the notice) that it still requires a work site office at the Site to manage repairs related to damage from the Canterbury Earthquake after 19 June 2014, the Council agrees to extend the term for a further maximum period of one year, expiring on the earlier of:
  - 1.4.1 19 June 2015; or
  - 1.4.2 the expiry date for the Order.

**2. CONSENTS AND PERMITS**

- 2.1 Fletchers must, in its management and use of the Site comply with the Resource Management Act 1991, including the requirements of any relevant Orders in Council.
- 2.2 Fletchers must:

- 2.2.1 Provide notice under clause 7(3) of the Order, to any person or body whose rights or obligations in respect of the Site may be affected or overridden by Fletchers use of the Site for operation of a work site office. To avoid doubt, it is acknowledged that Fletchers has already notified and made arrangements with the Riccarton Waimairi Lions Club, the current lessee of the Site for use of the Site, including (subject to agreement of the Council) payment of rent.
  - 2.2.2 obtain and comply with any consents, permits, licences, or authorisations required to operate a work site office on the Site, including (without limitation) consents or permits under the Building Act 2004 as modified by any approved Orders in Council; and
  - 2.2.3 comply with fire, emergency and evacuation obligations and occupational health and safety obligations related to the operation of a work site office on the Site.
  - 2.3 Fletchers acknowledges that the balance of the Reserve is subject to various leases/licences or informal occupation arrangements with the parties listed in Appendix One (**Existing Users**). Fletchers agrees to use its best endeavours to ensure that Fletchers and persons for whom Fletchers is responsible do not interfere with the Existing Users or the exercise of their rights.
  - 2.4 Subject to compliance with its regulatory obligations, the Council (in its capacity as administering body of the Reserve under the Reserves Act 1977) will provide reasonable assistance to Fletchers to enable it to comply with this clause.
3. **HEALTH AND SAFETY**
- 3.1 Fletchers must comply at all times with the requirements and provisions of the Health and Safety in Employment Act 1992 (**HSEA**) and any applicable codes of practice and best practice guidelines applicable to the terms of this Authorisation.
  - 3.2 Fletchers is responsible for developing and implementing an occupational health and safety plan for the use of the Site for operation of a work site office and for ensuring that the Site is compliant with the HSEA.
  - 3.3 Fletchers must maintain an accident register at all times and will record all accidents to Fletchers employees and contractors, or other visitors to the Access Land.
  - 3.4 The Council, or any person authorised by the Council, may require an independent audit of Fletchers operations from time to time (at Fletchers cost) to verify Fletchers has adequate safety management systems in place, and for compliance with those systems and any safety requirements of this Authorisation. Fletchers will co-operate in providing the Council with any relevant information.
4. **APPOINTMENT AND FUNCTION OF REPRESENTATIVES**

**COUNCIL 8. 3. 2012**

**Fendalton/Waimairi Community Board 14.2.2012**

- 21 -

**ATTACHMENT TO CLAUSE 1  
Attachment 2**

- 4.1 The Council and Fletchers must each identify one or more individuals within its organisation (**Representatives**) who will, during the Term:
- 4.1.1 have authority to issue and receive communications from the other party regarding this Authorisation and the use of the Site for operation of a work site office;
  - 4.1.2 manage and administer that party's rights and obligations under this Authorisation; and
  - 4.1.3 work collaboratively to raise any issues or concerns at the earliest reasonable opportunity.
- 4.2 The Representatives will meet at such times as, and when reasonably requested by any of the Representatives.
- 4.3 Decisions of any substance agreed between the parties must (at the Council's discretion) be formally agreed in writing by the Council, with a copy of the Council's decision to be sent to Fletchers.

**5. INSURANCE**

- 5.1 Fletchers is responsible for any insurance of Fletchers improvements, fixtures, fittings or materials located on the Site.
- 5.2 Fletchers must take out a public liability insurance policy in the joint names of the Council and Fletchers for their respective rights and interests. The amount of cover under that policy must not be less than \$5,000,000.00. The policy must include liability for:
- 5.2.1 The use of the Site for operation of a work site office; and
  - 5.2.2 All fixtures, fittings, chattels and equipment affixed to, located in or installed at the Site; and
  - 5.2.3 Losses, including consequential losses, damages and costs arising directly or indirectly from any one or more of the following:
    - (a) Any fire, explosion or other hazard emanating from the Site;
    - (b) The use or operation of the Site for a work site office; and
    - (c) Any act or default of Fletchers or of any person for whom Fletchers is responsible.

**6. INDEMNITY**

- 6.1 During the Term, Fletchers agrees to occupy and use the Site at Fletchers risk and releases the Council and its employees and agents to the fullest extent permitted by law from all claims and demands of any kind and from all liability which may arise in respect of any

accident, damage or injury occurring to any person or property on the Site.

**6.2** During the Term, Fletchers will keep the Council indemnified against all claims, actions, losses or expenses of any nature which the Council may suffer or incur or for which the Council may become liable in respect of or arising out of or in connection with:

**6.2.1** The neglect or careless use or misuse by Fletchers of any person for whom Fletchers is responsible, of the Site any of the Utilities on the Site or arising out of any faulty fixture or fitting of Fletchers or any person for whom Fletchers is responsible;

**6.2.2** Any accident or damage to property or persons arising from any occurrence on the Site by reason of any act or omission of Fletchers or any person for whom Fletchers is responsible; or

**6.2.3** Any liability incurred by Fletchers, in respect of a breach by Fletchers on the Site of any provisions of any legislation, including by way of example, but not limited to, the Resource Management Act 1991, the Building Act 2004, or the Health and Safety in Employment Act 1992.

**7. NO LEASE**

**7.1** Fletchers acknowledges that Fletchers rights under this Authorisation do not create a lease or an interest in land relating to the Site or otherwise confer on Fletchers or any person for whom Fletchers is responsible any rights of exclusive possession of the Site.

**8. COUNCIL CAPACITY**

**8.1** The Council has signed this Authorisation in a non-regulatory capacity, relating to its powers under the Order only. This Authorisation does not bind the Council in its regulatory capacity or purport to grant any consents required from the Council in its regulatory capacity.

**8.2** Fletchers is responsible for obtaining any regulatory consents required to use the Site for operation of a work site office.

**SPECIAL CONDITIONS**

**9. USE OF SITE**

- 9.1 Fletchers may only use the Site only for the purpose of establishing and operating a work site office to manage repairs to damage from the Canterbury Earthquake in surrounding areas and for no other purpose.
- 9.2 Fletchers must act in a safe and responsible manner while on the Site and:
  - 9.2.1 Must ensure that as little damage or disturbance as possible is caused to the Site and the balance of the Reserve;
  - 9.2.2 Must not excavate or otherwise disturb the surface of the Site;
  - 9.2.3 Must keep and maintain the interior and exterior of the buildings and improvements located on the Site in good, clean order, repair and condition and undertake all repairs, replacement or maintenance work on the building or improvement that is required during the term of the Authorisation;
  - 9.2.4 Must not disturb or cause a nuisance to neighbours, the Council or other authorised users of the Reserve, including the Existing Users; and
  - 9.2.5 Must regularly remove all rubbish from the Site and maintain the Site in a clean and tidy condition to the satisfaction of the Council.
- 9.3 To avoid doubt, the parties agree that the Council has no obligations in relation to the repair and maintenance of any buildings and improvements on the Site.
- 9.4 Fletchers may use the Site in accordance with the limits set out in the *Christchurch City Construction Standards parts 1 to 7 (Standards)*. If Fletchers wishes to depart from the Standards in any way, it must make an application to the Council's Representative for approval to do so. The Council reserves the right to grant or refuse approval to any such application, or to impose conditions.
- 9.5 In addition to the requirements of clause 9.4, Fletchers use of the Site is subject to compliance with:
  - 9.5.1 The Council's reasonable directions relating to the security of the Reserve and the safety and security of the public; and
  - 9.5.2 The terms of this Authorisation

**10. FLETCHERS REINSTATEMENT OBLIGATIONS**

- 10.1 Upon the expiry of the Authorisation (or any extended grant of rights to use the Site granted to Fletchers), Fletchers must:

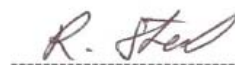
- 10.1.1 Repair any damage caused to the Site and the Reserve by Fletchers and its employees and contractors; and
- 10.1.2 As far as practicable, reinstate the Site to a condition equivalent to, or better than, that existing before the use of the Site by Fletchers.
- 10.2 The Council may, at its discretion, elect to retain all or any improvements or fixtures that Fletchers constructs on the Site under this Authorisation. If the Council wishes to retain any improvements or fixtures in accordance with this clause, it must provide written notice to Fletchers not less than one month before the expiry of the Authorisation (or any extended grant of rights to use the Site granted to Fletchers), stating which part or parts of the improvements or fixtures it wishes to retain. No compensation will be payable by the Council for any improvements or fixtures that it wishes to retain under this clause.


Please confirm Fletchers acceptance of this Authorisation and the above terms and conditions by signing and returning a copy of this Authorisation.

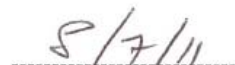
Yours faithfully

  
Tony Marryatt  
Chief Executive

I confirm on behalf of The Fletcher Construction Company Limited that Fletchers understands and accepts the terms of this Authorisation.

  
-----  
Name

  
-----  
Signature

  
-----  
Date



**COUNCIL 8. 3. 2012**  
**Fendalton/Waimairi Community Board 14.2.2012**

- 25 -

**ATTACHMENT TO CLAUSE 1**  
**Attachment 2**

**SCHEDULE**  
**LEGAL DESCRIPTION OF SITE AND PLAN**

**Reserve:**

Rural Section 40045 containing 14.7017 hectares described in Computer Freehold Register CT12A/978

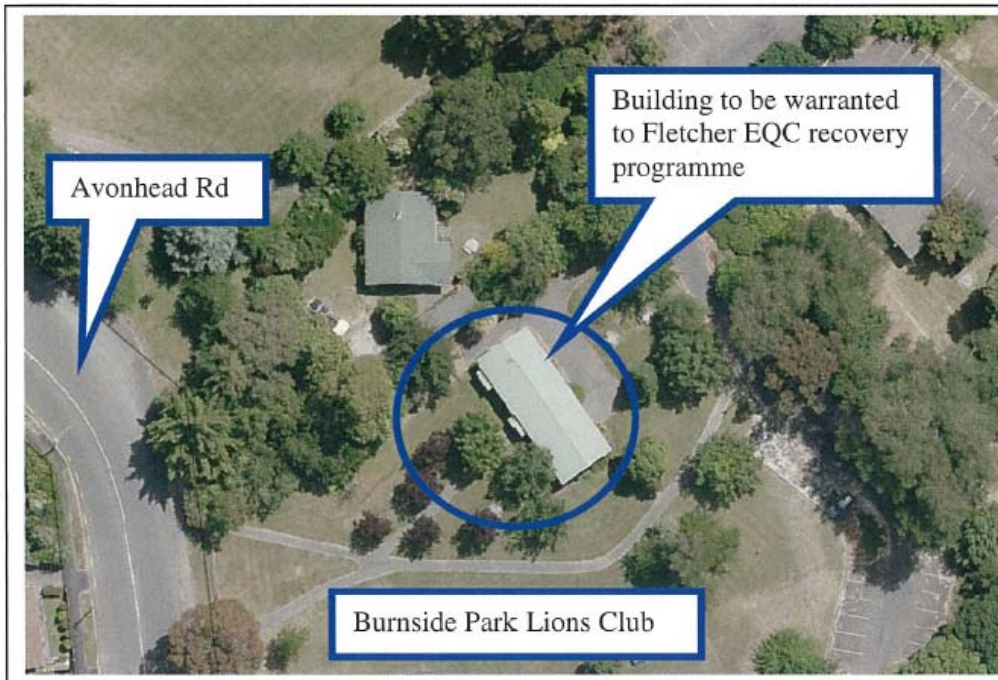
**Site:**

**See attached plan**

**APPENDIX ONE**

**Existing Users**

- Burnside Rugby Football Club Incorporated
- Burnside Bowling Club Incorporated
- Burnside West Christchurch University Cricket Club Incorporated
- Burnside Park Tennis Club Incorporated
- Burnside Squash Rackets Club Incorporated
- The Burnside Association Football Club Incorporated
- The Scout Association of New Zealand (Gordon Scout Group)
- Telecom New Zealand Limited
- Vodafone New Zealand Limited





19 November 2011

Rob Steel  
Hub Project Manager  
Fendalton & Burnside Hubs [Earthquake Recovery]  
Fletcher Construction Company Ltd  
5 Idris Road  
Fendalton  
Christchurch 8052  
Email: Rob.Steel@eqr.co.nz

Dear Rob

**APPROVAL OF TEMPORARY HUB EXTENSION AT BURNSIDE PARK**

The purpose of this letter is to formally grant Fletcher Construction Company Ltd permission to extend the EQR Hub at Burnside Park in accordance with the plans that you submitted dated 10 October 2011, (Council trim reference 11/561063), subject to the following conditions.

1. Before work commences on the site you are to contact Tania Moohan, the Area Contracts Manager (Greenspace) telephone 027-204-0890, to arrange an onsite meeting at which you will be required to sign a temporary access licence, and pay a bond before commencing construction activities on the park, this being in accordance with normal Council practice. The bond is refunded at the end of the construction period less any costs incurred by the Council, after an inspection of the site has been completed by Tania.
2. Before any work commences on the site you are to obtain any resource or building consents that are required.
3. It is the responsibility of Fletcher Construction Company to ascertain if there are any underground services within the construction area, and if there are to ensure that they are protected during the construction period.

The conditions contained in the warrant of occupation between the Council and Fletcher Construction Company Ltd for the Hub 14 site at Burnside Park apply to the extension being made to the site. The plans submitted as part of the application will be appended to the warrant.

The Council will require a rental payment to be made for the additional ground area of the park which will be occupied by the enlarged Hub, the details of this addition payment, payable to the Council will be arranged by Bill Morgan, the Council's Property Consultant administering the warrant. Bill Morgan may be contacted by telephoning 941-8581 to discuss this matter further.

Subsequent to our onsite meeting I have contacted Tania Moohan with respect to the moving of the picnic table, who has informed me that the job has been sent to the Council's contractors to undertake the work. Tania is aware that you intend to start site works on Monday 28 November 2011, and is going to follow up her job instruction to make sure that the table is moved next week. It is my understanding that you should expect an invoice to be sent to you for undertaking this work, any discussions on this particular issue should be with Tania, who you met at our onsite meeting.

As previously discussed I will be on leave until Monday 28 November so please feel free to contact me after this date if you wish to discuss any point raised in this letter further.

**COUNCIL 8. 3. 2012**

**Fendalton/Waimairi Community Board 14.2.2012**

- 29 -

**ATTACHMENT TO CLAUSE 1  
Attachment 3**

Yours faithfully



John Allen  
**POLICY & LEASING ADMINISTRATOR  
CITY ENVIRONMENT GROUP**

cc: Tania Moohan – Area Contracts Manager (Greenspace)  
Bill Morgan – Property Consultant  
Richard Holland – Team Leader Network Planning (Greenspace)Project

COUNCIL 8. 3. 2012

Fendalton/Waimairi Community Board 14.2.2012

- 30 -

ATTACHMENT TO CLAUSE 1  
Attachment 4

ANNUAL DONATIONS	Amount 2008	Amount 2009	Amount 2010	Amount 2011
Decided last meeting in May each year As recorded in the Bush Telegraph				
A.R.A.C (Adult Learning)	\$500			
Amy Hore Guide Jamboree	\$200			
Camp Quality	\$500	\$500		\$500
Cancer Society		\$200	\$200	\$200
Chch Woman's Refuge		\$200	\$200	\$500
Chomondley Home		\$500	\$500	\$500
City Mission	\$300	\$300	\$300	\$500
L.M.L.C.C.T	\$600			
L.C.I.F Sight First II	\$300		\$300	\$724 Paid Earlier
Lions School of Music Festival	\$250			\$250
Lloyd Morgan Charitable Trust		\$1800	\$600	\$330
Methodist Mission	\$300	\$300	\$300	\$500
National Foundation for Deaf		\$300	\$300	On hold
Nurse Maud (For equipment)		\$1000	\$300	On hold
NZ Police Youth Aid & Blue Light Ventures		\$500		
Petersgate Counseling Centre		\$300	\$300	\$500
Presbyterian Support	\$300	\$300	\$300	\$500
Riccarton Club Garden Seat	\$227.70			
Riccarton Way Awards	\$337.5	\$300	\$300	
RNZ Foundation for the Blind(Guide Dogs)	\$500	\$500	\$500	\$500
Saint Vincent de Paul	\$300	\$300	\$300	\$500
Salvation Army	\$300	\$300	\$300	\$500
Sameena McMillan Outward Bound	\$200			
Samoa Tsunami			\$500	
The Asthma & Respiratory Foundation		\$200	\$200	
Wharenui School Frazer Barton Bequest	\$100	\$100	\$100	\$100
Wheel Chair Tennis	\$100			
YMCA Summer Camp	\$470			
Youth Line	\$500		\$500	\$500
<b>TOTAL ACTUAL PAYMENTS</b>	<b>\$6285.20</b>	<b>\$7900</b>		
Plus				
Ronald McDonald House			\$300	On Hold
Santa's Toy Workshop			\$300	On Hold
L.Willocks			\$200	
<b>TOTAL ACTUAL PAYMENTS</b>			<b>\$7100</b>	
Charity Hospital				\$250 Paid earlier
Red Cross Earthquake				\$350 Paid earlier
<b>TOTAL PAID AS AT 16.5.11</b>			<b>\$6280</b>	
<b>OVERALL PAYMENTS FOR THE YEAR TO 16 MAY 2011</b>			<b>\$7704</b>	



ATTACHMENT TO CLAUSE 2  
Attachment 2

Extract from *New Zealand Gazette*, 21/4/2011, No. 55, p. 1284

**Variable Speed Limit in School Zones**

Pursuant to clause 6.1 of Land Transport Rule: Setting of Speed Limits 2003 and a delegation from the NZ Transport Agency, I, Glenn Bunting, Network Manager, approve variable speed limits in school zones in accordance with the conditions set out in this notice.

**Conditions****1. Variable Speed Limit**

A road controlling authority may set a speed limit of 40km/h that operates in a school zone during the periods specified in condition 2 of this notice. At all other times, the speed limit is the permanent speed limit for the road.

**2. Periods of Operation**

The 40km/h speed limit may operate for a maximum period of:

- (a) 35 minutes before the start of school until the start of school;
- (b) 20 minutes at the end of school, beginning no earlier than 5 minutes before the end of school;
- (c) 10 minutes at any other time when children cross the road or enter or leave vehicles at the roadside.

**3. Signs**

Signs that comply with Land Transport Rule: Traffic Control Devices 2004 must be installed to mark the beginning and end of the variable speed limit in the school zone as follows:

- (a) At least one R1-6 "School zone variable" sign at each end of the variable speed limit on the main road outside the school, facing road users travelling towards the variable speed limit; and
- (b) at least one R1-6 "School zone variable" sign facing road users travelling towards the variable speed limit on each side road that intersects with the school zone, where that side road is a major road; and
- (c) at least one R1-6 "School zone variable" sign or R1-6.1 "School zone fixed" sign facing road users travelling towards the variable speed limit on each side road that intersects with the school zone, where that side road is a no exit road or is a minor road controlled by Give-way or Stop signs at the intersection with the school zone; and
- (d) at least one R1-7 "School zone ends" sign at each end of the variable speed limit on every road, facing road users leaving the variable speed limit.

**4. Length of Variable Speed Limit**

A variable speed limit in a school zone must be a minimum length of 300 metres, unless this condition is impractical, but should not be longer than 500 metres. The length of variable speed limit on side roads that intersect with the school zone may be shorter than 300 metres.

**5. Warrant**

A road controlling authority may set a variable speed limit in a school zone that meets the requirements in (a) or (b) as follows:

- (a) There is school-related pedestrian or cycle activity on the road outside the school, which exceeds approximately 50 children crossing the road or entering or leaving vehicles at the roadside, and traffic on the road outside the school meets at least one of the following conditions:
  - (i) the mean speed of free-running vehicles is greater than 45km/h (measured when the 40km/h variable speed limit is not operating); or
  - (ii) the 85th percentile speed of free-running vehicles is greater than 50km/h (measured when the 40km/h variable speed limit is not operating); or
  - (iii) there have been pedestrian, cycle or speed-related crashes near the school in the previous five years; or
  - (iv) the school-related activity in condition 5(a) occurs on a main traffic route; or
- (b) there is school-related pedestrian or cycle activity on the road outside the school, with children crossing the road or entering or leaving vehicles at the roadside and safe and appropriate traffic engineering measures are installed so that the mean operating speed of free-running vehicles on the road outside the school does not exceed 40km/h when the 40km/h variable speed limit is operating.

**6. Bylaw**

A road controlling authority must set a variable speed limit in a school zone by making a bylaw in accordance with Land Transport Rule: Setting of Speed Limits 2003.

**Revocation and Replacement**

The notice dated the 31st day of May 2005, and published in the *New Zealand Gazette*, 2 June 2005, No. 86, page 2051, relating to variable speed limits in school zones is hereby revoked and replaced by this notice.

A 40km/h variable speed limit in a school zone that was set in accordance with the conditions of the notice published in the *New Zealand Gazette*, 2 June 2005, No. 86, page 2051, is considered to be set in accordance with the conditions of this notice and remains in force until amended or revoked in accordance with Land Transport Rule: Setting of Speed Limits 2003.

**Definition:**

**School zone** means a length of road outside a pre-school, primary school, intermediate school or secondary school.

Signed at Wellington this 19th day of April 2011.

GLENN BUNTING, Network Manager.

au2696