

Memorandum of Understanding For Tukituki Trails Maintenance

1. Purpose

The purpose of this Memorandum of Understanding (MOU) is to outline the roles and responsibilities of the four key partners (HBRC, CHBDC, RRPT, RARC) responsible for the development, maintenance and governance of the cycling and walking trails in the Tukituki River corridor in Central Hawke's Bay – known as the Tukituki Trails.

2. Partners to this MOU

- a. The HBRC is a Territorial Authority legislated under the Local Government Act 2002 to provide services and activities to the people of the Hawke's Bay Region. The HBRC are the landowner responsible for the management of the area as part of the wider Upper Tukituki flood control and drainage scheme. HBRC also play an important role as the owner of other land associated with the wider network of trails including the Gum Tree Park and manages the wider Hawke's Bay Trails network.
- b. The CHBDC is a Local Authority legislated under the Local Government Act 2002 to provide services and activities to the Central Hawke's Bay Community. They own or manage areas of land, including Road Reserve that forms part of the Tukituki Trails and are a key strategic leader, funder, and stakeholder in the current and future trails, recognising the important social and economic wellbeing benefits the trails bring to the people of Central Hawke's Bay, and also supporting Rotary River Pathways Trust in maintenance.
- c. The RRPT are the founding visionaries for the project, with the RRPT championing the vision for the Trails long term, opening the first section of the trail on 30 November 2014. Their primary focus is the promotion, fundraising, development, and maintenance of the trails.
- d. The RARC are an advocacy and support group promoting horse-riding in Central Hawke's Bay. The bridle trail is separate to the mountain bike trail in the Tukituki trails and RARC will work with all riders in the district to ensure safe recreational use and maintain the bridle trail. This maintenance includes educating their riders so they understand and can avoid potential damage by horses to other sections of the trails.

3. Background

- a. At the time of preparing this MOU, the parties are working collaboratively on a major development of the Tukituki Trails, significantly extending the scope and length of the trails through funding from the Provincial Growth Fund. This work will see the Tukituki Trails include:
 - a. Shared walking and cycle trails of approximately 29 kilometres
 - b. River berm walking and cycling trails located between stop banks and the river course that are approximately 45 kilometres
 - c. Bridle trails approximately 21 kilometres long
 - d. Gum Tree Farm mountain bike park, including approximately 20 kilometres of mixed grade track
 - e. Other assets including three bridges at Marewa, Kahahakuri Creek (Black Creek), and Wilson Creek Bridge.
- b. In September 2020, the parties came to together with key partners and community to workshop a master plan for Cycling in Central Hawke's Bay and how the Tukituki trails forms part of the Regional Cycling Network
- c. The Plan identifies areas of the Tukituki trails for development in the shorter and longer term and lists several prioritised actions for implementation. The plan does not commit any of the parties to

the listed actions, however, provides a co-ordinated basis to effectively work from to see the long term sustained and co-ordinated development of the trails.

- d. The parties are working to finalise the Trails Plan. A copy of this plan has been provided to all members separately

4. Terms of this MOU

- a. This MOU is effective from the date of signing by the parties and will continue for ten (10) years.
- b. The parties will review the effectiveness of this MOU annually and may amend this MOU as mutually agreed in writing by the parties.
- c. This MOU constitutes the entire understanding between the parties and supersedes all previous communication, negotiations, and arrangements, either written or oral, between the parties with respect to the matters referred to in this MOU.

5. Shared Objective and Measures

- a. The key partners acknowledge the significant economic, social, and environmental benefits the trails bring to the region, and the important role they play in delivering on the Hawke's Bay Regional Cycle Plan vision:

"To promote cycling in Hawke's Bay so that it is recognised as providing the most bike-friendly experience in New Zealand".

- b. The key partners therefore agree to the following shared objective which underpins this MOU and guides the decision making of each key partner.

To maximise the financial, social, and environmental returns from cycling in the areas of Liveability, Health, Transport and Tourism.

In committing to this objective, the key partners agree to work together to ensure the Central Hawke's Bay Tukituki Trails fully comply with New Zealand Cycle Trail Design Guide and standards¹.

- c. Critical to achieving this objective is ensuring the Trails and their supporting assets are maintained and renewed in a timely manner that enables the Trails and the user experience to be maintained to the level of quality expected

6. Working together

- a. In seeking to fulfil the purpose and our joint ambitions of this MOU, the parties will:
 - a. Ensure the effective internal communication of this MOU.
 - b. Encourage regular communication between working group members, wider staff, and volunteers.
 - c. Work in partnership and with other interested stakeholders to manage, develop and promote the trails for the community.
 - d. Plan for and deliver capital projects and maintenance programmes that deliver on the desired outcomes for the trails.
 - e. Identify funding opportunities to support the development and maintenance of the Trails
 - f. Communicate openly, proactively, and collaboratively to address issues and identify opportunities for the future.
- b. The parties shall form and operate the **Tukituki Trails Operational Group (TTOG)** for the term of this MOU and shall:

¹ New Zealand Cycle Trail Design Guide August 2019 (5th edition). Part 9, page 104.

- i. Comprise the following members or their nominated delegates:
 1. Chairman of the RRPT
 2. One other nominated RRPT member
 3. HBRC Team Leader Scheme
 4. HBRC Scheme River Manager
 5. CHBDC Places and Open Spaces Manager
 6. CHBDC GM Customer and Community Partnerships
 7. HBRC Cycle Network Coordinator
 8. RARC nominated member
 9. Others by mutual agreement of the parties.
- ii. Meet at a minimum of six-monthly or as required, with minutes distributed within ten working days of each meeting on an alternating basis.
- iii. Be chaired by the parties on an alternating basis.
- iv. Be responsible for the implementation and review of this MOU.
- v. Be responsible for ensuring all parties are aware of their funding requirements for the Trails and have sufficiently budgeted for their respective maintenance requirements.

7. Roles and Responsibilities

- a. Hawke's Bay Regional Council - HBRC
 - a. HBRC is appointed as the Lead Agency in relation to the Tukituki Trails network and represents the region as a member of the Nga Haerenga – The New Zealand Cycle Trail Incorporated.
 - b. HBRC are responsible for managing access and any repair required to the stop bank walking and cycle trails .
 - c. HBRC shall be responsible for, and fund, all maintenance of pathways constructed on land owned or administered by HBRC, except for the first three years of operation for new Tukituki trail extension loop, unless an alternative has been agreed. Maintenance of all pathways constructed on HBRC land shall be undertaken by either the HBRC Works Group or others under the control of the HBRC.
 - d. HBRC are the landowners and responsible for stop bank maintenance outlined in Schedule 1.
 - e. Maintenance of existing programme and the Tukituki trails extension track from 1st July 2024.
 - f. Regulating access and use of the berms and enforcing these regulations where required.
- b. Central Hawke's Bay District Council - CHBDC
 - i. Lead initiatives to improve the safety and experience of the Trails and investigate required funding to support these initiatives, in alignment with Long Term Plan (LTP) timeframes.
 - ii. From 1st July 2021 – 30 June 2024 - CHBDC will contribute to any maintenance over and above the current maintenance plan that the HBRC hold for the first three years of operation for new Tukituki trail extension loop.
 - iii. CHBDC are responsible for the maintenance of the pathways and trails on land owned and administered by CHBDC as outlined in Schedule 1.
- c. Rotary River Pathway trust - RRPT
 - i. RRPT will be responsible for all external funding to help maintain the Tukituki trails. Funding for capital improvements such as new bridge, pathway extensions or upgrades is the responsibility of the RRPT but are required to seek approval from TTOG including HBRC.
 - ii. Contribute to maintenance as outlined in Schedule 1.
- d. Ruahine Adult Riders Club - RARC
 - i. Ruahine adult riders club is an advocacy and support group promoting horse-riding in CHB – they should be active in educating and advising riders of the paths to be used only for horses and areas not allowed by horses.
 - ii. Contribute to maintenance as outlined in Schedule 1
 - iii. Repair any unauthorised damage done by horse riders to other areas of the trails.

Acknowledgement of role of Cycling Governance Group

- a. The Cycling Governance Group is a forum committed to the provision of safe cycling for transport and recreation, for residents and visitors to Hawke's Bay. It exists to ensure that those organisations with roles in the provision of cycling engage in a collaborative, structured, transparent, and strategic manner to ensure a successful, integrated regional model.
- b. The Regional Cycling Plan is the keystone plan to guide the activities of the Cycling Governance Group. The members are required to act in a cooperative and supportive manner for the good of the Hawke's Bay community.
- c. HBRC and CHBDC are members of the Cycling Governance Group and through this group will promote the Central Hawke's Bay pathways.

Hawkes Bay Regional Council

Name: Chris Dolley

Position: Group Manager Asset Management

Date:

Signature:

Central Hawke's Bay Regional Council

Name: Doug Tate

Position: Group Manager Customer and Community Partnerships

Date:

Signature

Rotary River Pathway Trust

Name:

Position:

Date:

Signature:

Ruahine Adult Riders Club

Name:

Position:

Date:

Signature:

Schedule 1 – Maintenance Plan

Pathway and Bridge Maintenance

- a. The maintenance plan has been put together with HBRC, CHBDC and RRPT and is used as a schedule of works. As scenarios arise outside scoped works these will be worked through by all parties.
- b. All maintenance work must be agreed to by HBRC as the landowner to ensure it does not impact flood protection work on HBRC owned lands.
- c. Pathways and Bridges shall be maintained to standards ² agreed between HBRC and CHBDC and meet national auditing requirements.

An inspection and maintenance plan will be put together based on advice for the provider for the following assets: Marewa, Kahahakuri Creek (Black Creek), and Wilson Creek Bridge.

- d. Trails will require resurfacing at the end of life of the surface, and this needs to be planned for by estimating life cycle and budgeting for upcoming work this to raise through the TTOG.

Repairs and Maintenance

Repairs to the Trails are undertaken by the organisation responsible for the maintenance of that section of the trail. It is important that damage and/or defects are identified quickly and addressed within the agreed timeframes below, to maintain the high quality of the Trails consistent with a world-class cycle experience. Expected timeframes for repairs:

- a. Repair, or isolating damage of anything presenting a serious danger to the public within 1 working day of notification.
- b. Repairs to serious defects in the surface of the pavement which may pose a risk to pathway users within 1 working day of notification.
- c. Repair of minor damage, vandalism, or defects within 10 – 12 days of notification.
- d. Repair of major flood, vandalism, defects, or other damage when time and funding is available.

Ancillary facilities maintenance

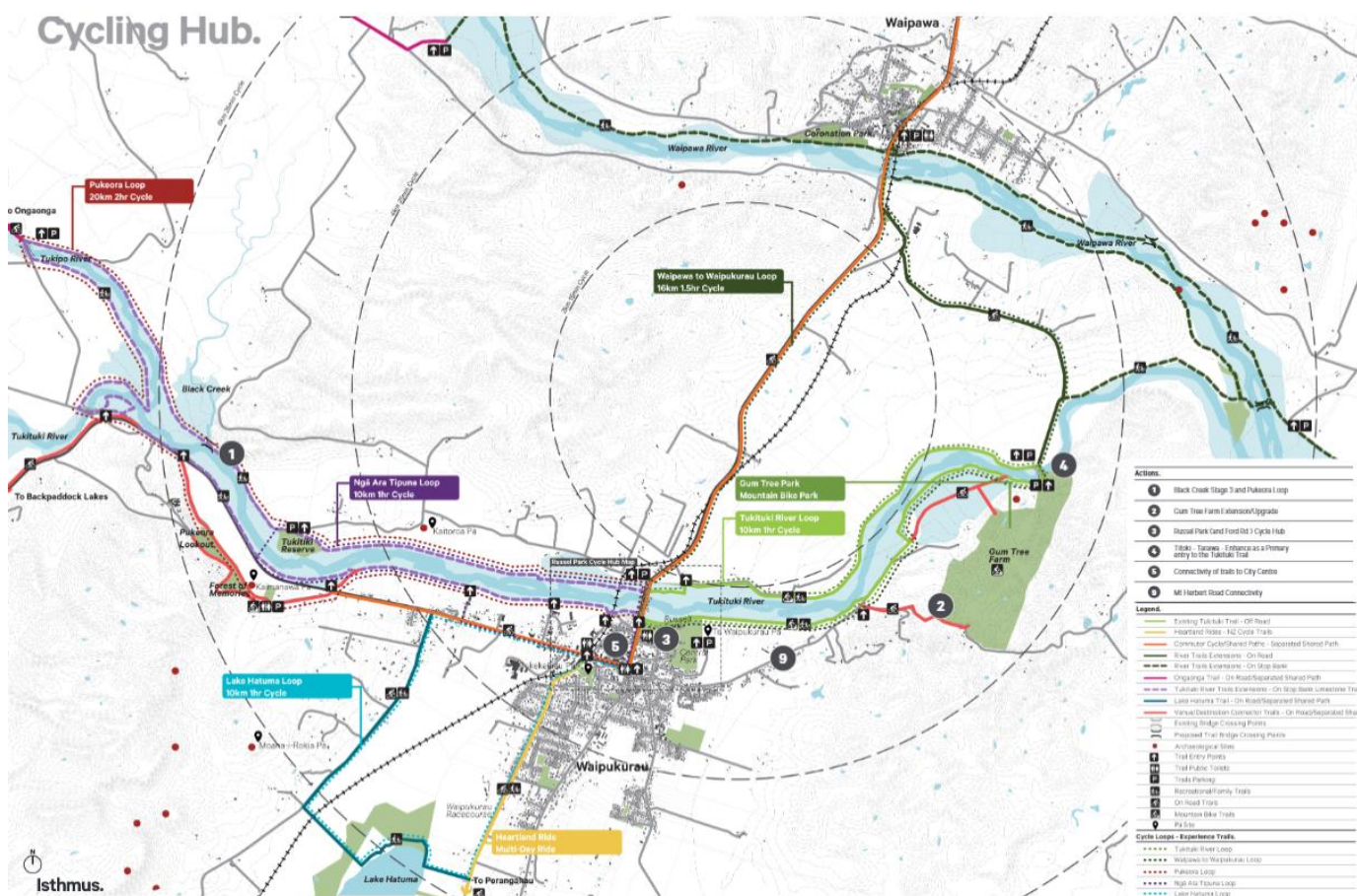
- a. Ancillary facilities such as seating, shelters and toilets necessary for the enjoyment of pathway users shall be the responsibility of CHBDC.
- b. HBRC must first approve and may restrict the siting of such facilities on HBRC owned or administered land.
- c. Wayfinding, information and orientation signs – Designed by RRPT or CHBDC and approved by HBRC.
- d. Barriers designed to keep motorbikes and vehicles off the trails, such as gates, bollards and fencing.
- e. Squeeze bars to be installed to limit accessibility to approved trail users. If the trail is used by cycle tourers, then install the top of the bars at 870mm height, so that panniers can fit underneath. Little kids can ride through the hoop barrier. Make sure the surface is stable and compacted – if it subsides then the bars will be higher. Make the gap 300mm wide at minimum.
- f. Gates and fencing are HBRC responsibility.

Flood Damage

Some sections of the Trails are within areas that are floodable by the river. At times it is possible that the pathway may be damaged and require significant repair and will be closed to the general public. Whenever appropriate and feasible following any flood, the maintenance contractor for the asset owner shall undertake an inspection of the trail and associated facilities and report to cycle coordinator on work required to return the trail to its original condition. HBRC will in turn disseminate this information out to the other key partners and other relevant parties. The trail may remain closed until such times as the work to reinstate the trail is completed. Please see **separate spreadsheet** for full maintenance plan details.

² New Zealand Cycle Trail Design Guide August 2019 (5th edition). Part 9, page 104.

Schedule 2 – Trail Scope, Pathways and Ownership



The Tukituki Trail includes:

- Easy riding trails approx. 29km
- River berm walking and cycling trails approx. 45km
- Bridle trails approx. 21km
- Gum Tree Farm mountain bike park approx. 20km
- Other assets including bridges

Pathway and Land Ownership

- The pathways referred to in this document are cycling and walking off road paths that are jointly funded and/or constructed by the above parties on land owned or administered by HBRC and/or CHBDC.
- Pathways on HBRC owned or administered land could be adjacent to stream or riverbeds, on the berms, on the stop banks or on land adjacent to the stream and river areas.
- Pathways on CHBDC owned or administered land could be within road reserve or other Council land parcels.
- In general, these pathways will form part of a network of pathways throughout Hawke's Bay.

Schedule 3 – Levels of Service, Network Growth, Safety

Levels of Service

The current levels of service are based on legal requirements, community expectations and physical restrictions inherited over the evolution of the Trails. HBRC and relevant key partner asset owners aim to design, monitor and maintain all assets so that they operate at their intended standard and, where appropriate, improve the assets to achieve desired levels of service. Reviews are undertaken as required on both specific assets and the whole network to investigate issues and identify appropriate solutions. These reviews drive much of the identified (if any) improvement work within the Trails.

The Levels of Service can be stated as follows:

- a. Trail surface free of major defects including:
 - i. the lime-sand trails being maintained free of rills and ruts, with compacted surface free of vegetation and other dirt or contamination.
 - ii. Concrete and road seal trails being maintained free of uneven or broken surfaces and clear of debris and litter.
 - iii. grass to a minimum of 1m or to fence line either side of trail pavement edge to be maintained as short grass with no sudden change in level between grassed edge and pathway.
 - iv. trails are maintained in a safe and tidy condition.
- b. Gates to be operational (to open and close satisfactorily).
- c. Signage (wayfinding) to remain readable and functional (i.e. minimize graffiti and vandalism with blades pointing in correct directions).
- d. Consented structures to remain in sound condition.
- e. Fencing maintained so they are fit for purpose.
- f. Other structures (seats, culverts, handrails) to remain in sound condition applicable to that structure.

Network Growth

Network expansion is likely to come from three sources:

- a. Direct requests from people, organisations, or agencies;
- b. Central Government funding initiatives; and
- c. The need to increase Trails capacity to meet current or future demand.

Any external request for specific expansion of the Tukituki Trails network should first come through the strategic governance group (TTSGG). This is to ensure that any proposal will complement and add to the current network, ensure that appropriate design standards are achieved before sending onto relevant authority e.g. HBRC etc.

Any proposal submission should contain the following information:

- a. Justifications including Assessment of Effects
- b. Site plan
- c. Design standard for proposed asset(s) including any relevant consents
- d. Landowner permissions/consents
- e. Funding source(s)
- f. Asset owner on completion
- g. Asset maintenance owner including funding commitment

Ensuring a safe trail network

All stakeholders are responsible for identifying issues, reporting incidents and promoting responsible behaviour of all trail users. Reporting and tracking incidents and issues from all users, including cyclists and walkers enables them to be addressed quickly and as per trail standards. Feedback also helps identify areas for improvement.

Responsible behaviour – Tukituki Trails actively endorse responsible behaviour of all trail users including;

- a. being courteous to all other trail users
- b. cycling within individual abilities – if unsure get off and walk
- c. exercising caution where trails change gradient or turn sharp corners
- d. leaving only tracks behind - taking all rubbish with you
- e. obeying the road rules
- f. keeping left on trails
- g. staying on the designated trails
- h. respecting and not disturbing wildlife, birdlife, and livestock
- i. reporting any trail issues or accidents

Public Safety – managing risk

- a. Visitors are responsible for their own health & safety while undertaking their recreational activity on public land. Visitors are responsible for their own decisions on what risks they are prepared to take and for ensuring that they have the level of skill and competence to cope with the risks present. The Department of Labour produced “Guidelines for Provision of Safety, Health & Accommodation in Agriculture, 1996”. Section 1.22 of these guidelines is relevant to cycle trails.
- b. Each of the Hawke’s Bay Trail asset owners operate under all relevant legislation for their assets where required (bridges for example) and for their staff and contractors.
- c. Wayfinding- Distance and directional signage, marker bollards and map boards are in place. The Trails have good mobile phone coverage on most networks for 111 emergency response. The trails are peri-urban and are not far from named roads and dwellings.
- d. Users’ responsibility - Hawke’s Bay Trails are primarily cycling and walking trails with some sections accessible by wheelchair. Users access and exit the trails at multiple uncontrolled entry points and at their own risk. Users are responsible for their own safety and wellbeing. New Zealand road rules apply to any sections of on-road trail.
- e. Trail operator’s / concessionaire’s responsibility - Businesses guiding &/or transporting visitors on the Trail are responsible for their clients’ safety.

Information for Trail Users/Temporary Trail Closure

It is the responsibility of the authority instigating trail closure to ensure that the HBRC Cycle Network Coordinator, other members of the TTOG and trail users are made aware of important hazard and safety messages through i-SITES, visitor information, cycle related businesses and multi-media including via emails, websites, social media, brochures, signs and media reports. This may cover; storm damage, planned maintenance, farm issues or construction zones.

Where trail closure is required for programmed (i.e. non-emergency) purposes, safe alternative routes should be provided and clearly marked or alternatively the closure site should be managed such that users can pass with minimal delay, for example through the use of marshals escorting users through/around sites or clearly signed detours.

Emergency Response Plan

This safety plan covers Central Hawke’s Bay Trails along the Tukituki river

- a. Location: Central Hawke's Bay Trails paper maps can be found in all local tourist information centres, i-SITES, Council offices, bike shops, at other retailers/ businesses and online on the NZCT, HBRC and Hawke's Bay Tourism websites. Distance and directional signage, marker bollards and map boards are in place where appropriate. Users do not need and are most unlikely to carry Personal Locator Beacons. Cell phone coverage is available throughout Central Hawke's Bay Trails.
- b. Access: All sections of Hawke's Bay Trails have good mobile phone coverage on most networks for 111 emergency response. The trails are peri-urban and thus never far from named roads or dwellings. Emergency responders have vehicle access to all sections of the trail. Some sections in bad weather may require 4WD vehicles for short distances due to ground conditions. Farm and other access gates may be locked.
- c. Media Plan: The media have a good ongoing relationship with staff at Hawke's Bay Tourism, Hawke's Bay Regional Council and Central Hawke's Bay District Council – the lead agencies who support Hawke's Bay Trails. Any trail incident will be managed, for communication needs, by either agency and/ or in conjunction with Hawke's Bay Civil Defence Emergency Group, of which HBRC is a member.
- d. Family and follow up: HBRC or Hawke's Bay Tourism will liaise with an incident victim and/ or next of kin as appropriate. This may include hospital visits.
- e. Debrief: An incident debrief is standard practice, to improve response and prevent future incidents from occurring. Amendments to the Emergency Response Plan will be made as required.
- f. Report: Incident reports will follow the standard incident reporting and action procedures of the relevant asset owner. These will be made available to Hawke's Bay Trails partners, NZCT and others where required or appropriate.

Horses

Horses are strictly not allowed on the stop banks or berm walking/mountain bike trails (except for the marked sections on the map or to briefly cross the trails – keeping to the edges to avoid damage to limesand use). This is due to damage that can be done and for the safety of all users.

Local bylaws apply where relevant.

Motorised Vehicles

No unauthorised motorised vehicles (cars, motorbikes, quadbikes, mopeds, mini bikes) are allowed on the Trails or berms. Authorised vehicles include Council/ agency vehicles and their contractors. Wheelchair/ Mobility scooters are approved where access and Trail surface is applicable – users gain access at their own risk as the majority of the Trails are not deemed suitable for all disabilities.

Dogs

Local by-laws apply where relevant. On HBRC land (i.e. stop banks) dogs are permitted on the Trails provided they are under control, preferably on a lead.

Schedule 4 - Special Conditions

All parties to this agreement acknowledge that the pathways constructed on HBRC owned or administered land:

- a. Must not adversely affect the integrity of flood control, river works, or drainage assets also constructed on that land.
- b. May be closed from time to time to allow for work associated with the management or response to flooding, movement of stock, stopbank improvement or maintenance, or for any other reason at the discretion of HBRC. The period of closure will vary depending on the circumstances.
- c. May need to be reconstructed should HBRC undertake improvement, or any other work, on any area of land or asset over which the pathway is constructed. Should this occur, then HBRC will reinstate at their cost the pathway upon completion of such work.

Dispute Resolution

If a party has any dispute with the other party in connection with this agreement:

- a. The party will promptly give full written particulars of the dispute to the other parties; and
- b. The parties will promptly meet and in good faith try and resolve the dispute.
- c. If the matter cannot be resolved through initial discussions between the parties, any party may seek to discuss and resolve the issue through discussion at the highest level within each organisation. This may involve the Chairman of the Trust and the Chief Executives, Mayor or Chair of HBRC and CHBDC

Timing for this MOU

Commitments made in this MOU shall be for the period of ten years as stated in Terms of MOU unless changed by agreement of all parties.

Media

The input made by all parties to this MOU into the development of pathways in Central Hawke's Bay shall be fairly acknowledged in any media statement made by any of the parties to this MOU.

Schedule 5 – Contact Details

Role/Responsibility	Agency	Contact	Email	Phone
General enquiry or feedback	CHBDC	General Enquiries	Customer.service@chbdc.govt.nz	06 – 857 8060
Lime-sand Trails	CHBDC	General Enquiries	Customer.service@chbdc.govt.nz	06 – 857 8060
Gates, Seats & Signage	HBRC	Vicki Butterworth	vicki.butterworth@hbrc.govt.nz	027 541 0660
Berm trails and maintenance	RRPT	Roy Fraser	frasertrust@outlook.com	
State Highway Bridges/Clip-ons	Waka Kotahi (NZTA)	Jennifer Wilson-Kaio	Jennifer.wilson-kaio@nzta.govt.nz	021 246 3125
Emergencies	111	111	Fire/Police/Ambulance	111
Network Expansion & Enhancement requests incl. furniture etc.	CHBDC	General Enquiries	Customer.service@chbdc.govt.nz	06 – 857 8060
Marketing / Maps	HB Tourism	Stacey Larsen	stacey.larsen@hawkesbaytourism.co.nz	06 280 5466
Public Relations	HBRC	Drew Broadley	drew@hbrc.govt.nz	06 833 2632