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10827.001 2 July 2011

Roz Groves John Edmonds and Associates PO Box 95 Queenstown 9348

Dear Roz

#### Proposed Plan Change 43: Response to Request for Additional Information

Thank you for forwarding the Council's Request for Additional Information. We respond to the traffic-related matters below (and for convenience, these are set out in the same order as per the Council's Request).

## 1. An Analysis of Potential Land Uses and Potential Traffic Patterns

Within a plan change request it can be difficult to specify the ultimate land uses since there are invariably different permutations of development which might occur. To take this into account, we adopted an approach of assessing the permitted baseline development and a further two scenarios which differed according to the land uses assumed. The latter were intended to represent the likely minimum and maximum traffic generation of the site once fully developed. These three scenarios are described, together with the associated traffic generation of each, in Section 7 of the Transportation Assessment Report submitted with the plan change request.

#### 2. Access by Large Commercial Vehicles

The land uses tested included for retail which might require deliveries by large heavy vehicles. The Outline Development Plan took heavy vehicle movements into account within the layout, but in the event that any revisions are required to the access geometry, there is sufficient area available within the road and highway reserve to develop an arrangement which will accommodate any large commercial vehicle likely to visit the development.

## 3. Access to the Events Centre

Our on-site observations highlighted that at busy times, vehicles already have difficulty in turning right out of Joe O'Connell Drive and onto Ladies Mile. Consequently, within our evaluation of the 'baseline' scenario, we investigated what traffic conditions were likely to prevail at the Ladies Mile / Hansen Road / Joe O'Connell Drive intersection in future *without* the proposed plan change. We concluded that Level of Service F would occur at the intersection and with considerable delays for vehicles (7 minutes) emerging from Joe O'Connell Drive (Table 5 of the Transportation Assessment Report).

Since this situation would present significant operational problems for the Events Centre and Aquatic Centre, as well as being contrary to the Regional Land Transport Strategy, we consider that it would be unlikely to arise without NZTA or Council intervening and we



therefore allowed for some form of improvement scheme at this location. This approach is in accord with the Memorandum of Understanding between the Council and Transit (now NZTA) signed when the Aquatic Centre was granted consent, which sets out that some form of scheme will be required at Joe O'Connell Drive as a result of ongoing traffic growth in the area. A copy of this Memorandum is attached for your convenience.

Taking into account only the expected future traffic volumes and again *without* the proposed plan change, we initially tested the possibility of limiting Joe O'Connell Drive to left-in, left-out only. However due to the volume of vehicles on Ladies Mile, there were insufficient gaps in the traffic stream to enable vehicles to emerge onto the highway with a resultant Level of Service F still provided at the intersection. We therefore then tested a scenario whereby Joe O'Connell Drive was closed and all traffic accessed the Events and Aquatic Centre via a new roundabout at Grant Road. Since this gave rise to an improved level of service, this scheme was taken forwards as a 'do minimum' scenario against which the effects of the traffic associated with the plan change area was assessed.

As the closure of Joe O'Connell Drive will, in our view, be necessary in the short term irrespective of the proposed plan change, we do not consider that there is any potential for conflict between traffic associated with the Events Centre / Aquatic Centre and the proposed plan change area.

#### 4. Production of a Traffic Model

We agree with the comment in the RFI that a traffic model is necessary in order to assess the effects of the development and its access on the surrounding network. To that end, we developed such a model as described in Appendix A to the Transportation Assessment Report. Given the proximity of the intersections, we considered that microsimulation was the most appropriate tool since it is able to replicate the effects on one intersection arising from the influence of another nearby. Such a model therefore provides a better forecast of how the traffic associated with the proposed plan change can be accommodated on the network. The model was used to assess the effects of the additional traffic associated with the plan change on the adjacent roading network.

#### 5. Consultation with NZTA

We have spoken informally with NZTA regarding this site on several occasions, and we also have reviewed earlier correspondence between Transit/NZTA and other developers with an interest in the site. This has informed much of our approach so far, such as the development of the model, the directional split of the traffic generated by the development and the need to be particularly cognisant of the effects on the SH6/6A roundabout. Further consultation with NZTA is expected through the submission process.

I trust that these comments address the Council's concerns but please let me know if you require anything further.

Yours faithfully Traffic Design Group Ltd

Andy Carr Senior Associate

Enc: Council / Transit Memorandum of Understanding

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# QUEENSTOWN-LAKES DISTRICT COUNCIL

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("the Council")

and

# TRANSIT NEW ZEALAND

("Transit")

# MEMORANDUM OF UNDERSTANDING

# MACALISTER TODD PHILLIPS BODKINS

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The Council and Transit as parties to this Memorandum of Understanding agree and detail the matters agreed upon between them as follows:

## RECITAL:

- 1. The Queenstown Events Centre is situated near Frankton and has access to State Highway network by a road known as Joe O'Connell Drive.
- 2. Council is proposing to construct an Aquatic Centre ("the Centre") on the Events Centre site adjacent to the current Events Centre building.
- 3. Joe O'Connell Drive intersects with State Highway 6 ("SH6").
- 4. The parties to this Memorandum of Understanding are aware of evidence that indicates that Joe O'Connell Drive as it is currently located will, over a period of time, have an increasingly adverse effect on Transit's State Highway network but particularly SH6 due to projected growth in both population and traffic volumes and the use of the Aquatic Centre/Events Centre.
- 5. That the Council and Transit have agreed that it is essential to the traffic volumes in this area that internal circulation of traffic take place within the Frankton Flats area (being an area neighbouring and bordering the Events Centre site) so that there is minimum use of SH6 for access purposes.
- 6. It has been agreed between Transit and the Council that the internal circulation of traffic can best be met with the establishment of an internal circulation road within the Frankton Flats area, such road being constructed in a plan and to a standard to achieve the internal circulation of traffic within the Frankton Flats area.
- 7. That the Council requires an alteration of Designation Number 29 so as to allow the construction of an Aquatic Centre on the Events Centre land at Frankton.

# THIS MEMORANDUM OF UNDERSTANDING AGREES AS BETWEEN THE PARTIES HERETO AS FOLLOWS:

- (A) Transit hereby confirms that the agreements as recorded in this Memorandum of Understanding address and satisfy the concerns and issues as expressed in Transit's submission on the Council's notified requirement for the alteration of Designation Number 29 of the Partially Operative District Plan, the public notification of which requirement for the alteration of Designation Number 29 is <u>attached</u> to this Deed as Schedule A.
- (B) The Council and Transit agree as follows:
  - i. The parties will meet immediately to agree on processes and timelines for the arrangements to plan, secure and have constructed the said internal circulation route within the Frankton Flats area and to subsequently implement appropriate measures to eliminate adverse effects of direct access from Joe O'Connell Drive to SH6 (including closing off direct access from Joe O'Connell Drive to SH6);
  - ii. The Council, both as a landowner within the Frankton Flats area and as the Planning Authority for the Wakatipu and Lakes District Area will use its best endeavours (but consistent with all of its statutory obligations and subject to such obligations) to plan, secure and have constructed the said internal circulation route within the Frankton Flats area. Without limitation, this shall include the incorporation into the proposed Queenstown Lakes District Plan variation shortly to be notified of planning provisions, to effectively provide for, and secure and protect land in relation to, the said internal circulation route.
- (C) That upon the internal circulation route being agreed, constructed and available for use, the Council will then arrange for access from such internal circulation route direct to the Aquatic Centre and the Queenstown Events Centre.
- (D) The Council and Transit will agree once the internal circulation route is constructed and available for use upon such appropriate measures to eliminate any of the adverse effects of direct access from Joe O'Connell Drive to SH6 which measures

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will include, but without limitation, reconfiguring that actual access and, if necessary and agreed upon, closing off direct access from Joe O'Connell Drive to SH6.

- (E) Transit on its part consents to the proposed use of Joe O'Connell Drive as access to the Centre and will, pursuant to the terms of this agreement, withdraw its appeal forthwith from the Council's application for a variation to the existing terms of Designation Number 29.
- (F) The Council will build the Aquatic Centre in accordance with the approved Designation as amended.
- (G) The Council will seek, during the course of the hearings into the amendment to the current Designation Number 29, any amendments to the Designation Number 29 which are necessary to give effect to the terms of this Memorandum of Understanding.
- (H) The Council agrees that it shall provide as part of the ongoing construction of the Centre, on Events Centre land, the reasonable needs of infrastructure to facilitate public transport access to the Centre including provision for coach turning on the Events Centre site so as to avoid the necessity for such manoeuvring on SH6.
- (I) The Council will provide cycling and pedestrian access to the Centre from the internal circulation route or from a dedicated pedestrian and cycling path or paths to the Centre, such access and path/paths to be designed and constructed so as to maximise the safety of users to such access and pathways.
- (J) It is agreed as between the parties that should the considered opinion of Transit be that Joe O'Connell Drive is causing a serious traffic hazard on SH6 and that such consideration is made before the internal circulation route is established, then Council and Transit agree that they will meet to discuss and agree upon the appropriate minor safety measures that can be implemented to mitigate such problems. It will be the Council's responsibility to use all of its very best endeavours to programme and complete any such minor safety works as agreed and it shall be for the Council to obtain Land Transport New Zealand funding for such minor safety works.

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- (K) The parties agree that if there is dispute arising out of or in connection with this Memorandum of Understanding then the parties will undertake to use their best endeavours and to settle such dispute and will enter into all necessary negotiations in good faith for the purposes of resolving that dispute. If the dispute cannot be settled as between meetings held between the parties, then the parties agree to endeavour to settle the dispute by mediation with a Mediator appointed from the list of Mediators available from LEADR New Zealand Incorporated.
- (L) The parties agree that the dispute provisions as advanced by alternative dispute resolution methods shall be employed by either of them in facilitating the resolution of any dispute that may from time to time arise between them in respect of the terms of this Memorandum of Understanding.

# NOTICES

(M) Any notice or other communication which may be required to be given to a party in the terms of this Deed is to be addressed in writing to that party at the address or facsimile number as per detailed hereunder.

# TRANSIT'S STATUTORY FUNCTIONS AND RESPONSIBILITIES

(N) For the avoidance of doubt, nothing in this agreement limits Transit's ability to act in accordance with its statutory function and responsibilities or requires Transit to act in any manner inconsistent with such functions and responsibilities.

The Council

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Or an

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