

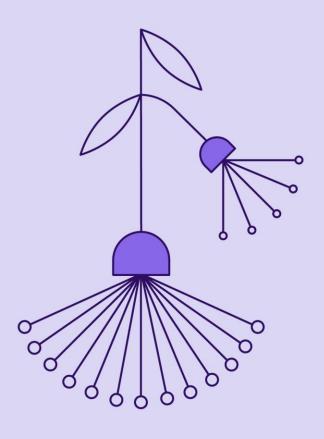
Mā tō tātou takiwā For our District

Ōmokoroa Community Board

Poari ā Hapori o Ōmokoroa

OMC24-3

Tuesday, 4 June 2024, 7.00pm Ōmokoroa Library & Service Centre, Western Avenue, Ōmokoroa



Ōmokoroa Community Board

Membership:

Chairperson	Peter Presland
Deputy Chairperson	Allan Hughes
Members	Ben Bell
	TBC
	Councillor Murray Grainger
	Councillor Don Thwaites
Quorum	3
Frequency	Eight weekly / Workshops as required

Role and Purpose of Community Boards:

- To represent, and act as an advocate for, the interests of their communities.
- To consider and report on all matters referred by Council and its Committees, or any matter of interest or concern to the Community Board.
- To maintain an overview of services provided by Council within the community.
- To prepare an annual submission to the Council for expenditure within the community.
- To communicate with community organisations and special interest groups within the community.
- To undertake responsibilities as delegated by Council or its Committees.

Delegated Functions:

Subject to compliance with Council strategies, policies, plans and legislation:

- To have input into Council and its Committees on issues, services, plans and policies that affect communities within the Community Board Area.
- To provide an effective mechanism for community feedback to Council.
- To receive reports from Council appointees on Council matters relevant to the Community Board.
- To control, expend and monitor funds as allocated by Council.
- To allocate Community Board reserve funds to specific capital non-recurring projects for council assets on council land.

Notice is hereby given that an Ōmokoroa Community Board Meeting will be held in the Ōmokoroa Library & Service Centre, Western Avenue, Ōmokoroa on:

Tuesday, 4 June 2024 at 7.00pm

Order Of Business

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- 1 PRESENT
- 2 IN ATTENDANCE
- 3 APOLOGIES
- 4 CONSIDERATION OF LATE ITEMS
- 5 DECLARATIONS OF INTEREST

Members are reminded of the need to be vigilant and to stand aside from decision making when a conflict arises between their role as an elected representative and any private or other external interest that they may have.

6 PUBLIC EXCLUDED ITEMS

7 PUBLIC FORUM

A period of up to 30 minutes is set aside for a public forum. Members of the public may attend to address the Board for up to five minutes on items that fall within the delegations of the Board provided the matters are not subject to legal proceedings, or to a process providing for the hearing of submissions. Speakers may be questioned through the Chairperson by members, but questions must be confined to obtaining information or clarification on matters raised by the speaker. The Chairperson has discretion in regard to time extensions.

Such presentations do not form part of the formal business of the meeting, a brief record will be kept of matters raised during any public forum section of the meeting with matters for action to be referred through the customer relationship management system as a service request, while those requiring further investigation will be referred to the Chief Executive.

8 MINUTES FOR CONFIRMATION

8.1 MINUTES OF THE ŌMOKOROA COMMUNITY BOARD MEETING HELD ON 9 APRIL 2024

File Number: A6250948

Author: Pernille Osborne, Senior Governance Advisor

Authoriser: Greer Golding, Governance Manager

RECOMMENDATION

 That the Minutes of the Ōmokoroa Community Board Meeting held on 9 April 2024 as circulated with the agenda be confirmed as a true and correct record.

That the Chairperson's electronic signature be inserted into the confirmed minutes.

ATTACHMENTS

1. Minutes of the Ōmokoroa Community Board Meeting held on 9 April 2024

Item 8.1 Page 5

MINUTES OF WESTERN BAY OF PLENTY DISTRICT COUNCIL ŌMOKOROA COMMUNITY BOARD MEETING NO. OMC24-2 HELD IN THE ŌMOKOROA LIBRARY & SERVICE CENTRE, WESTERN AVENUE, ŌMOKOROA ON TUESDAY, 9 APRIL 2024 AT 7.00PM

The Chairperson opened the hui and asked for a minute silence to acknowledge the passing of Councillor Richard Crawford (Te Puke Maketu Ward Councillor).

1 PRESENT

Deputy A Hughes (Acting Chairperson), Member B Bell, Cr M Grainger and Cr D Thwaites

2 IN ATTENDANCE

J Holyoake (Chief Executive Officer) and P Osborne (Senior Governance Advisor)

6 members of the public

3 APOLOGIES

APOLOGY

RESOLUTION OMC24-2.1

Moved: Cr D Thwaites

Seconded: Member B Bell

That the apology for absence from Member Presland be accepted.

CARRIED

4 CONSIDERATION OF LATE ITEMS

Nil

5 DECLARATIONS OF INTEREST

Nil

6 PUBLIC EXCLUDED ITEMS

Nil

7 PUBLIC FORUM

Alison Henderson and Ashley Grant – Grant Application

Ms Henderson and Mr Grant were in attendance to speak to their grant application that was included in the agenda for the Boards consideration. The below points were noted:

- The Public Art Incorporated Society commissioned the projects, however Council took over the asset following completion.
- It was clarified that the work needed was in relation to the creative aspect of the art piece, which the Society looked after, noting that this was in line with the arrangement the Society had with Council.
- The structure needed further work to ensure that it could withstand stronger winds.
- The funds required for the repair work did not qualify for Council to make an insurance claim.

Trish Clokie and Corinne Payne – Grant Application

Ms Clokie and Ms Payne were in attendance to speak to their grant application that was included in the agenda for the Boards consideration. The below points were noted:

- There was a large amount of work being undertaken at the Ōmokoroa Settlers Hall.
- It had been identified that there was an opportunity for an outside space to be created, by expanding on the current deck.
- The amount requested was minus \$10k due to additional grants and budget already provided for.
- The hall rate take was \$76k, noting that majority of those funds went into the maintenance of the hall. There was a query around whether the hall rate could be increased to help with the renovation work.

Ms Payne was asked a question in relation to the lighting currently at the Ōmokoroa Boat Club, noting that this was a luxe light that turned on and off at specified times.

Chris Dever - Various Items

Mr Dever was in attendance to speak to the recommendations in relation to the Boat Club lighting, which the Board would consider through the Projects and Operations Report on the agenda. He noted the below points:

Mr Dever requested the Board look at the wider needs of the community in the area
of discussion, rather than just considering one request. He felt there was a real
opportunity to look at the bigger picture for the re-design work with consideration
of future needs.

8 MINUTES FOR CONFIRMATION

8.1 MINUTES OF THE ŌMOKOROA COMMUNITY BOARD MEETING HELD ON 13 FEBRUARY 2024

RESOLUTION OMC24-2.2

Moved: Member B Bell
Seconded: Cr D Thwaites

- 1. That the Minutes of the Ōmokoroa Community Board Meeting held on 13 February 2024 as circulated with the agenda be confirmed as a true and correct record.
- 2. That the Chairperson's electronic signature be inserted into the confirmed minutes.

CARRIED

9 REPORTS

9.1 ŌMOKOROA COMMUNITY BOARD WORKSHOP NOTES - JANUARY AND MARCH 2024

The workshop notes were received and no further discussion was held.

9.2 ŌMOKOROA COMMUNITY BOARD - CHAIRPERSON'S REPORT - APRIL 2024

The Board considered a report from the Chairperson. The report was taken as read, with further discussion on the below items.

RESOLUTION OMC24-2.3

Moved: Deputy A Hughes

Seconded: Member B Bell

That the Chairperson's report dated 9 April 2024 titled 'Ōmokoroa Community Board – Chairperson's Report – April 2024' be received.

CARRIED

9.2.1 ADDITIONAL TENNIS/MULTI USE COURTS AT WESTERN AVENUE

Further clarification was sought regarding the additional tennis court impacting the availability for off-street carparking, as it was understood that the concept plan included, provided alternative carparking, which was now in place.

The Board requested an update on the timing for the proposed active reserve on the corner of Ōmokoroa and Prole Road, as staff had noted a hardcourt may be considered for this reserve.

9.3 ŌMOKOROA COMMUNITY BOARD - COUNCILLOR'S REPORT - APRIL 2024

The Board considered a report from Councillor Grainger. The report was taken as read, with further discussion on the below items.

- The passing of Councillor Richard Crawford was acknowledged, noting that it was a tribute to Cr Crawford that there were a number of ex-staff who attended the funeral. Thoughts were with Richard's family at this time.
- The Representation Review was underway, however following the latest letter from the Minister of Local Government this process would require further work and consideration.

RESOLUTION OMC24-2.4

Moved: Cr M Grainger

Seconded: Cr D Thwaites

That Councillor Grainger's report dated 9 April 2024 titled 'Ōmokoroa Community Board – Councillor's Report – April 2024' be received.

CARRIED

9.4 OMOKOROA COMMUNITY BOARD GRANT APPLICATIONS - APRIL 2024

The Board considered a report from the Senior Governance Advisor. There were two grant applications presented, and the following discussion took place.

Due to the funding requested from the Ōmokoroa Settlers Hall, it was suggested that this funding came from the Ōmokoroa Community Board Reserve Account rather than the Grant Account.

The Board was advised that decisions of this nature and sum, should be dealt with through a full decision report. This would allow the Board to turn their minds to all aspects of the decision, including the life expectancy of the asset they were investing in.

The Board was also advised that making a decision on a grant application that was not being considered as a grant did not demonstrate good decision-making process.

The Board had a discussion regarding the risk of the decision, as they felt the information provided with the grant application was thorough enough to make a decision to grant the funds. They also expressed concern that renovation work at the \bar{O} mokoroa Settlers Hall was already taking place and therefore they did not want to hold up the process by not being able to make a decision until the next scheduled \bar{O} mokoroa Community Board on 4 June 2024.

RESOLUTION OMC24-2.5

Moved: Cr D Thwaites
Seconded: Member B Bell

1. That the Senior Governance Advisor's report dated 9 April 2024 titled 'Ōmokoroa Community Board Grant Applications – April 2024' be received.

CARRIED

RESOLUTION OMC24-2.6

Moved: Member B Bell
Seconded: Cr D Thwaites

2. That the Ōmokoroa Community Board approve the grant application from Public Art Ōmokoroa Incorporated for \$3,630 to contribute towards the re-design and repair work to the Kinetic Godwits Sculpture and Whakawhanungatanga and Community awareness initiatives. This grant will be funded from the Ōmokoroa Community Board Grants Account, subject to all accountabilities being met.

CARRIED

RESOLUTION OMC24-2.7

Moved: Cr M Grainger
Seconded: Member B Bell

3. That the Ōmokoroa Community Board approve the grant application from the Ōmokoroa Settlers Hall Incorporated for \$40,650 to contribute to the building of a large deck area at the back of the hall. This grant will be funded from the Ōmokoroa Community Board Reserves Account, subject to all accountabilities being met.

CARRIED

9.5 ŌMOKOROA COMMUNITY BOARD - PROJECTS AND OPERATIONS REPORT - APRIL 2024

The Board considered a report from the Senior Governance Advisor. The report was taken as read, and the following discussion took place.

RESOLUTION OMC24-2.8

Moved: Cr M Grainger
Seconded: Member B Bell

1. That the Senior Governance Advisor's report dated 9 April 2024 titled 'Ōmokoroa Projects and Operations Report – April 2024' be received.

CARRIED

9.5.1 BOAT CLUB ADDITIONAL STREET LIGHTING

The Board sought further information in relation to the recommendations for additional streetlighting outside the Boat Club. There was an expectation that there would be a plan from the lighting engineer regarding the lighting required in this area. It was felt that the information provided was not enough for the Board to make a decision on. It was therefore agreed that the decision would remain on the table until further information was sought.

RESOLUTION OMC24-2.9

Moved: Cr M Grainger

Seconded: Member B Bell

2. That recommendations 2 and 3 remain on the table until further information could be provided through a full decision report.

CARRIED

9.6 OMOKOROA COMMUNITY BOARD FINANCIAL REPORT - FEBRUARY 2024

The Board considered a report from the Financial Business Advisor. The report was taken as read.

RESOLUTION OMC24-2.10

Moved: Cr M Grainger

Seconded: Member B Bell

That the Financial Business Advisor's report dated 9 April 2024 titled 'Financial Report Ōmokoroa – February 2024' be received.

CARRIED

The Meeting closed at 7.58pm.

Confirmed as a true and correct record at the Ōmokoroa Community Board meeting held on 4 June 2024.

.....

Chairperson P Presland

CHAIRPERSON

9 REPORTS

9.1 ŌMOKOROA COMMUNITY BOARD - CHAIRPERSON'S REPORT - JUNE 2024

File Number: A6251712

Author: Peter Presland, Chairperson

Authoriser: Alison Curtis, General Manager Regulatory Services

EXECUTIVE SUMMARY

The purpose of this report is for the Ōmokoroa Community Board's Chairperson to provide the Board with information and updates on events and matters within the community.

RECOMMENDATION

That the Chairperson's report dated 4 June 2024 titled 'Ōmokoroa Community Board – Chairperson's Report – June 2024' be received.

UPDATES

ANZAC Day

Thank you to Council for organising a wreath. On a personal note, I consider it a great move to have wreaths that can be re-used.

At the Ōmokoroa dawn service there was an excellent turn out. Thank you to key organisers Greg Taylor and Chris Dever for their dedication in making the service a memorable event for our residents.

Friends of Kaimai Views (FoKV)

Thank you to Council's Transportation Engineer for working alongside representatives of Kaimai Views to contract the clearing of the common areas and re-establishing plants. Feedback from FoKV is that they were very pleased to see the levels of activity being undertaken by the contractor.

Ōmokoroa Sport and Recreation Society

The Society would appreciate an update as to when the steps at the eastern end of the building will be installed.

Staff Comment:

An update in relation to this project has been provided through the Projects and Operations report as part of this agenda.

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Vacancy of Ōmokoroa Community Board Member

A by-election is being held to fill the vacant Community Board seat following the resignation of Greig Neilson.

A by-election is required to be held to fill the vacant seat, as it is more than 12 months before the next local body election in October 2025.

To be eligible to stand for election, a candidate must be enrolled as a Parliamentary elector; and a New Zealand Citizen; and nominated by two electors of the Ōmokoroa Community Board area. If more than one nomination is received when nominations close at midday on Wednesday 22 May, a postal ballot will be held for the electors of the Ōmokoroa Community Board area.

Key dates:

Nominations open/roll open Wednesday 24 April

Nominations close/roll closes Midday Wednesday 22 May

Voting opens Wednesday 26 June
Voting closes Midday Thursday 18 July

Three nominations have been received, being:

1. Chris Dever;

2. Murray Marshall; and

3. Steven Ling.

Further information can be found on the Council website.

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9.2 ŌMOKOROA COMMUNITY BOARD COUNCILLOR'S REPORT - JUNE 2024

File Number: A6268460

Author: Don Thwaites, Councillor

Authoriser: Alison Curtis, General Manager Regulatory Services

EXECUTIVE SUMMARY

The purpose of this report is for Councillor Thwaites to provide the Board with updates on the items listed below.

RECOMMENDATION

That the Councillor Thwaites' report dated 4 June 2024 titled 'Ōmokoroa Community Board Councillor's Report – June 2024' be received.

Long Term Plan

The Draft Long Term Plan 2024-34 and consultation document were adopted on 9 May 2024.

Consultation in Ōmokoroa is set for Saturday 15 June, 8am – 12pm, Western Avenue. An alternate event is scheduled to be held at Maramatanga Park 11 June, 3.15–5pm.

Financial Contribution

Financial contribution policy and modelling is under review and will be adopted with the 2024-34 LTP.

<u>Ōmokoroa Dog Park</u>

Dog park submissions have been received and the timing and location of any future dedicated dog park is under review. The Katikati dog park is to proceed to construction.

Ōmokoroa Roundabout

A site visit to the Ōmokoroa roundabout site and Prole Road works was held on 28 May. Community Board members joined Councillors onsite.

An update will be provided by Councillor Grainger in his next report.

Public Art Policy

Public Art policy review submissions have been received and staff are drafting a refreshed policy for debate / adoption.

Item 9.2 Page 15

9.3 ŌMOKOROA SETTLERS HALL - FUNDING

File Number: A6253466

Author: Pernille Osborne, Senior Governance Advisor

Authoriser: Greer Golding, Governance Manager

EXECUTIVE SUMMARY

This report is for information only, to ensure that all the material in relation to the below decision that was resolved at the Ōmokoroa Community Board hui held 9 April 2024, is made publicly available.

BACKGROUND

1. At the Ōmokoroa Community Board hui held 9 April 2024, the below was resolved:

RESOLUTION OMC24-2.1

Moved: Cr M Grainger Seconded: Member B Bell

3. That the Ōmokoroa Community Board approve the grant application from the Ōmokoroa Settlers Hall Incorporated for \$40,650 to contribute to the building of a large deck area at the back of the hall. This grant will be funded from the Ōmokoroa Community Board Reserves Account, subject to all accountabilities being met.

CARRIED

- 2. The Board made the decision based off the information provided to them through a grant application, which was separate to the public agenda.
- 3. Due to the amount of funds that was committed, it was felt that the information to the Board should be made publicly available.
- 4. The full grant application has been included as **Attachment 1** for transparency.
- 5. No further decision is being sought in relation to this project.

ATTACHMENTS

1. Ōmokoroa Settlers Hall Grant Application 2024 U

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COMMUNITY BOARD GRANTS CRITERIA

The Western Bay of Plenty District Council adopted the Community Board Grants Policy on 28 September 2000 – Meeting Minutes Reference CPM14.

Scope of Policy

The policy deals with ad hoc requests for funding made to any of the five Community Boards in the Western Bay of Plenty District; Katikati, Maketu, Ōmokoroa, Te Puke and Waihī Beach Community Boards.

Eligibility

- The eligibility criteria is based on two principles:
 - a) The Principle of Strategic Fit
 Applications for Community Board Grants will only be considered if the funding relates to activities/projects that are in accord with Council's Strategic Direction.
 - b) The Principle of Public Benefit
 Applications for Community Board Grants will only be considered from community
 groups or individuals that can demonstrate that the activities/projects will result in a
 public benefit, primarily to residents of the relevant Community Board area.
- 2. Groups will only be eligible for a Community Board Grant if they have <u>not</u> received any other Council Grant or funding for community assistance in the same financial year.
- 3. Applications from groups that have a Service Delivery Contract with Council are <u>not</u> eligible for a Community Board Grant.
- 4. Projects will not be funded in retrospect.

Financial Information

- 1. Financial Statements must be attached to a Community Board Grant Application if a group has been in existence for more than one year along with any quotes and supporting statements relating to the project for which grant funding is requested.
- 2. If a group is less than one year, quotes and supporting statements relating to the project for which grant funding is requested must be attached.

Accountability

- All applications received, along with project information, financial statements, and quotes, will be presented to the relevant Board members for consideration at their respective Board meetings.
- Applicants will be advised if their application for Community Board Funding was successful or not, after consideration by the respective Community Board and on confirmation by resolution.
 Applicants will be requested to notify the Governance Services team at Western Bay District Council when the grant funding was expended for the purpose as stated in their application.

Reporting

- Resolutions relating to the consideration of grant applications will be recorded in the respective Community Board minutes. Approved grant funding is advised to financial services with payment processed by the Senior Financial Administrator.
- 2. The financial year for Community Board grant funding runs from 1 July to 30 June.



you registered for GST:

Ōmokoroa Community Board Grant Application Form

Name of Applicant: (Individual/Organisation):	Omokoroa Settlers	Omokoroa Settlers Hall incorporated					
Contact Details:	Telephone: Mobile: 021 1541848						
	Email: committee.se	ttlers.hall@gmail.co	om				
Postal Address:	334 Omokoroa Rd						
T COULT AUGUS	Omokoroa	Post Co	^{de:} 3114				
	•						
Contact person/s for organisation:	Trish Clokie						
Physical Address:	246 Hamurana Rd						
(if different from above)	Omokoroa 3114						
Contact Details	Telephone:	Mobile:)21154184	8			
Contact Details	Email: trishclokie2@	gmail.com					
Purpose of Organisation and Key Activities:	According to the co Settlers Hall Comm Ōmokoroa Settlers	ittee is to administe	er and mair	ntain the			
Amount of this request:	\$50,404.50	Where will the projec	•	Omokoroa Settlers Hall			
Please describe the purpose for which the grant is required:	The purpose is to support the building of a large deck area at the back of the hall in a grassed area, which is presently unused and mainly inaccessible; thereby creating a space that can be safely enjoyed by the users of one or both halls, and may also encourage new user groups from the local Ōmokoroa community.						
Who and how many will benefit from the project/activity:	At present at least 1000 people per month will potentially benefit from the new deck space. This will grow as the population of the area increases.						
What are your membership numbers:	NA	How much is your annual subscription / membership fee?		NA			
How many staff/volunteers does your organisation have?	9	What is the legal stat organisation (e.g. inc society)		Incorporated Society			
Is your organisation / are	Yes	GST No.					

Item 9.3 - Attachment 1 Page 18

No



Total cost of project / activity:	\$50,404.50	\$50,404.50				
Give details of project:	The deck is part of a much larger building project presently underway. A larger deck than that budgeted for, would give hall users benefits far outwaying the present size and cost.					
Funding received to date for project/activity:	\$9,775.00					
Total funds currently available for use for project:	\$9,775.00	Remaining estimated funds to be raised:	\$40,629.50			
Have you applied to Western Bay of Plenty District Council for funds previously:	Yes No	If so, how much :	\$6202			

Applicants may speak in support of their case to an appropriate meeting of the Community Board.

Application Checklist:	Required Supporting Documents to verify financial information: Current bank/financial statements. Quotes to support cost estimates for funding requested. Supporting statement for funding request.							
Declaration:	Declaration: That details contained in this application are true and correct and that the person signing this application is authorised to do so.							
Signed:	Trish Clokie	Date:	2 April 2024					
Accellenting	Governance Services Western Bay of Plenty District Council	0	(07) 571 8008					
Applications to:	Private Bag 12803, Tauranga Mail Centre Tauranga 3143	Contact:	(0800) 926 732					
Email:	GovernanceServices@westernbay.govt.nz							



Ōmokoroa Settlers' Hall, 334 Ōmokoroa Road, Ōmokoroa

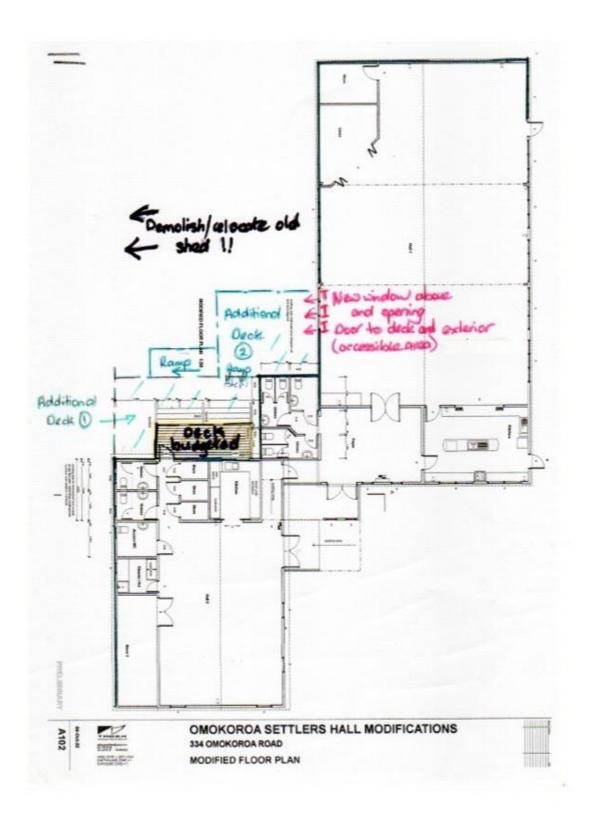
The Omokoroa Settlers Hall committee is presently in the middle of a major modification and rebuilding project, which includes updating the outdated facilities in the small hall, providing safe and level access to all interior areas, as well as building a small deck across the back of the small hall for users of the small hall to gain access to the outside.



The photo on the left shows the building work to date (March 2024) with the exterior of the new extension finished on the end of the small hall, along with new windows in the existing toilet areas of both halls, and a new door leading from the rear of the small hall.

Design

However, it has now become very obvious to the committee as well as the local community, that there are real benefits of building a much larger deck area than the small one proposed within the existing budget. One which wraps around not only the back of the small hall, but also the side of the large hall. This would not only enhance the present rebuild, but would mean users of both halls, would potentially have access to a large, accessible outdoor space, in an area presently unusable and inaccessible. (see drawing plan and photo of proposed area below)





The drawing plan shows a ramp from the enlarged deck area, and access from both halls, so all community users, as well as wheelchair users and those with disabilities, will have access to an amazing outdoor area. In future, the committee aims to make good use of the area, funds allowing, by replacing and relocating the old tin shed, and by providing BBQ tables and other planned outdoor facilities. This will allow a wider range of community groups such as those with young families and those celebrating birthday parties, the ability to have a safe and secure area to hold family gatherings and group functions, away from the carpark. In the future, the committee envisages building a new, secure fence around this area as well as landscaping around the new deck area to revitalize this brand-new outdoor space.

Budget and Costs

A quote from Chris Moon, the Project Manager and contracted Builder, who is working with the Hall committee on this exciting building project is included below.

The quote is broken down into stages:

Stage 1 (\$33,870.00) plus GST

- Much larger than the original deck size, the cost of a deck area which wraps around the exterior walls of both halls
- Balustrades, required for safety reasons, are included in this stage, especially for those using wheelchairs on the ramps and along the deck areas.

Stage 2 (\$9,960.00 plus GST)

The second part of the quote allows for installing new double doors, allowing access from the side of the large hall out onto the proposed deck.



QUOTE

Settlers Hall

Date 23 Mar 2024

Expiry 22 Apr 2024

Quote Number QU-0044

Moon Construction and Site Works Limited 98 Hamurana Road Omokoroa 3114 NEW ZEALAND

Reference New deck area to rear of hall **GST Number** 121601257

Description	Quantity	Unit Price	Amount NZD
Stage 1: Design and build new large deck area to rear of small hall approx 60m2			
Includes: New 150 wide pine decking wrapped around to meet large hall area. Install disabled ramp. Install new hand rail / balustrade around entire deck area. Install timber handrail down ramp. Labour and materials	1.00	33,870.00	33,870.00
Stage 2: Break out into larger hall and install new accessible doors onto new deck area			
Includes: New double doors. Remove and reinstate heat pump invertor, extend pipe work. Re flash to existing cladding. Make good new linings to the inside of existing hall. Painting.	1.00	9,960.00	9,960.00
Exclusions: Any unforeseen items found within the construction tasks will be addressed as a variation to the project.			
		Subtotal	43,830.00
	TO	TAL GST 15%	6,574.50
		TOTAL NZD	50.404.50

The present OSH budget allocates the amount of \$9,775.00 inclusive of GST, towards the proposed deck as it is (see quote update from an email sent by Chris Moon below). However, adding on this exciting new initiative and project is not currently possible nor feasible without extra funding, and the Omokoroa Settlers Hall committee would appreciate the Omokoroa Community Board consider funding the building of much larger deck and potentially the double doors leading from the side of the large hall. The aim is to enhance the present building project and contribute towards the enjoyment of, and benefit to, the Omokoroa Community, and in particular all those who presently use the halls, or may do so in the future as the local community expands.

Hi Bernie.

Here is a financial breakdown for the Omokoroa Settlers Hall project as at 23/2/24, as requested. (All prices are inclusive of GST)

- Current deposit allowance held with Moon Construction Ltd \$ 8,625.00
- Variations 1-4 all paid to date \$ 26,618.46
- Construction works invoiced as per the detailed drawings, all paid to date \$85,522.36
- Cost of deck materials and labour \$ 9,775.00
- Cost to construct passage deck area off back door to comply with fire exit regs \$ 2,875
- Remainder owing as per estimated build cost \$ 229,232.64



The total amount required for the additional deck and double doors from the large hall, after the budgeted amount has been taken off, amounts to \$40, 629.50 inclusive of GST.

A full budget report on the funds already obtained and currently held, by the Settlers Hall Committee, for the whole project, has been prepared by the OSH Treasurer and is attached separately to this presentation

Letters of Support:

Two letters of support for this exciting project are included below.

Additionally, representatives from The Omokoroa Settlers Hall committee will be present and available to answer any further questions, or provide information, at the Community Board meeting on 9 April 2024.

Signed
Omokoroa Settlers Hall Committee
1 April 2024



TO WHOM IT MAY CONCERN

As the organizer of the local monthly community Omokoroa Market, I am all in favour of the Omokoroa Settlers Hall having a large deck out the back as I can envision this as being a brilliant location for several reasons/applications:

- > a fundraising group to have a BBQ
- > more spaces for vendors to sell their wares and creations especially outside/garden type items
- market visitors to be able to sit outside for a coffee (as there is no where to do this as things are now)
- > the possibility for a vendor wanting to demonstrate their (messy?) craft outside
- possible space for a (kids) dance group to perform for customers other than the tar sealed carpark
- ➤ a busker/singer/musician to perform outside (as inside there is not enough space and music can be too loud and upset people sometimes)
- > a private setting for customers to sit and relax away from the stalls and others wandering around

These are just a few ideas off the top of my head as to why I love the idea of the extra floor space outside at the hall, and I, very much look forward to the day that it comes to fruition.

Regards

Deb Bowden

Letter of Support

For the past three years I have been the Booking Officer for the Omokoroa Settlers Hall. Our mission is to administer and maintain the Omokoroa Settlers Hall for the promotion and encouragement of the cultural, recreational and sporting interests of the residents of Omokoroa and the surrounding area.

The Hall is a unique venue that hosts a very wide variety of pursuits including: a monthly market, meetings, indoor sports, fitness, arts, crafts, functions, receptions and other events.

Once completed, our current renovation project will certainly create a much more Hall User friendly (up to Code) space - but - we need your help to be able to provide an outdoor deck area. The deck will not only supply a much-requested outdoor space but also improve the Hall's exterior grounds which have not been attended to for quite some time.

As we are not able (at present) to provide any outside recreational space, this has restricted our ability to be able to offer our community a child-friendly-safe activities environment as well as provide an area for existing Hall Users to be able to "have a break" in a well-appointed outside place.

Your contribution will directly impact our ability to provide an enhanced secure environment particularly for our local residents looking to hold children's parties and other child-related activities, adult functions as well as provide a space for Hall Users to be able to enjoy breaks outside (currently, Users either stay inside or have to stand outside in the car park area).

Your support will be invaluable and greatly appreciated - together we can make a meaningful difference and create a much-improved facility for our residents. Thank you for being a part of our community and our story.

Sincerely

Ellen Haynes

9.4 APPLICATION FOR ROAD NAMING 60 AND 60A WESTERN AVENUE

File Number: A6258330

Author: Sam Kay, Graduate Consent Planner

Authoriser: Natasha Ryburn, Environmental Consents Manager

EXECUTIVE SUMMARY

Western Bay of Plenty District Council (Council) has received an application for a Road Naming.

The purpose of this report is to outline the proposal and the outcome of consultation, and to enable the Ōmokoroa Community Board to consider and provide feedback on the proposed road name option for 60 and 60A Western Avenue, Ōmokoroa.

RECOMMENDATION

- I. That the Graduate Consent Planner's report dated 4 June 2024 titled 'Application for Road Naming 60 and 60A Western Avenue' be received.
- That the report relates to an issue that is considered to be of low significance in terms of Council's Significance and Engagement Policy.
- That the Ōmokoroa Community Board consider and provide feedback on the proposed road name "Manawanui Place" at 60 and 60A Western Avenue, Ōmokoroa.

BACKGROUND

- In accordance with Council's Road Naming Policy, proposed road names are sent to the Community Board for consideration and feedback to assist delegated decision making.
- 2. The applicant has put forward a proposed road name in relation to Lots 100, 400 and 600 of the approved subdivision RC13002L for a new road to be vested to Western Bay of Plenty District Council at 60 and 60a Western Avenue, Ōmokoroa (refer **Figure 1** below).
- 3. As outlined in the application details, the Applicant has engaged with Mana Whenua (Pirirākau) in relation to the naming of the road to be vested (Lots 100, 400 and 600 refer **Figure 2** Scheme Plan in diagram below).

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Figure 1 - Subject site (Source: Council BOPmaps)

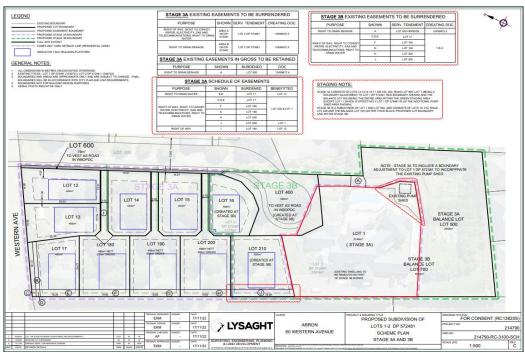


Figure 2 – Approved Scheme Plan RC13002S (shows Lots 100, 400 and 600).

PROPOSED ROAD NAME

Road to be vested - "Manawanui Place"

6. In accordance with the Road Naming policy Mana Whenua were invited to name the road to be vested. "Manawanui Place" was put forward for consideration. No other names were put forward.

ASSESSMENT - SECTION 5 OF ROAD NAMING POLICY

7. The proposed road name has been considered in accordance with the criteria set out in Section 5 of the Road Naming Policy (refer **Attachment 1**). In summary:

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- There are no conflicts or duplication with the proposed road name; is not the same as another road within this district, or immediately adjacent district;
- The road name is easy to spell and pronounce; and
- The proposed road name is 14 characters in length. The road name suffix guide set out in Appendix A of the Road Naming Policy recommends 13 characters, however longer names can be considered if deemed culturally appropriate. Given the consultation the applicant has undertaken with Mana Whenua, Council considers the proposed road name to be culturally appropriate and sufficiently unique.
- 9. In accordance with Section 6 of the Road Naming Policy, the following consultation has been undertaken:
 - a) The applicant has engaged with mana whenua for the proposed road name.
 - b) Council staff have researched and checked the names for any conflict or with adjoining Councils (refer **Attachment 2**).
 - c) The application is referred to the Katikati Community Board for consideration and feedback to assist delegated decision making. The decision will be made under delegated authority (Environmental Consents Manager)
- 10. Under Delegated Authority, the following road names are suggested and proposed to be adopted:
 - a) "Manawanui Place" (road to be vested).

ATTACHMENTS

- 1. Road Naming Policy U
- 2. Road Naming Analysis 🗓 🖼

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Council Policy Road Naming Policy



1 Relevant Legislation/Standard

Local Government Act 2002 Australian/New Zealand Standard on Rural and Urban Addressing (AS/NZS 8419:2011)

2 Interpretation

Mana Whenua

In the context of this policy, means Iwi or Hapū that exercise customary authority in an identified area within which a road name is sought. These Iwi and Hapū are identified by Council on the basis of interests described in current Iwi and Hapū Management Plans, Mana Whakahono ā Rohe Agreements and/or settlement deeds

3 Policy Objectives

To ensure future road names are appropriate and determined through a sufficiently robust process that involves consultation with mana whenua and the Community Board. Appropriate road names are those that are sufficiently unique, culturally appropriate, and meet the requirements of emergency services.

4 General Approach

The road naming process requires balancing local views on meaningful road names with the naming requirements of emergency services, within a reasonable timeframe. It is acknowledged that road names have an enduring presence in our communities and should reflect the communities in which they are located. As such, this policy sets out the process to enable a range of community views to be considered, and acknowledges the importance of mana whenua being involved early in the decision-making process.

The scope of this policy applies to the naming of roads. Council also encourages the policy to be applied to the naming of private ways (noting that Council is not empowered by legislation to require this).

5 Decision Criteria

The decision criteria shall be used to guide decision-making on road names and will be made available to the applicant(s)/developer(s), mana whenua, and Community Boards, prior to their consideration and submitting of suggested name(s).

The decision criteria will also be used by Council's planner to guide their final recommendation.

The decision criteria are set out below:

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Road Naming Policy

Council Policy

Road Naming Policy



5.1 All road names should be sufficiently unique

- No road name shall be the same as another road name within this district or any immediately adjacent district;
- Road names should not be phonetically similar, or similar in spelling to any other road name within this district or any immediately adjacent district;
- The road name is generally easy to spell (for an average New Zealander);
- The road name is generally easy to pronounce (for an average New Zealander);
- The road name is of appropriate length:
 - Using a guide of approximately 13 characters, including the suffix
 - Larger names are allowed if considered historically and/or culturally appropriate

5.2 A road name should be culturally appropriate

- The road name relates to
 - The location's history;
 - o Significant people/whanau in the vicinity of the proposed road; and/or
 - o Significant cultural landmark(s) within the vicinity or view from the area.
- The road name is culturally sensitive, in that it
 - Is not inflammatory (against a culture/person etc);
 - Is consistent with mana whenua views and reflects the level of significance of that location to iwi/hapū; and
 - o Is not historically inaccurate.
- The road name is not offensive, being
 - o Rude/objectionable;
 - o Defaming; or
 - o Incorrect culture/history/location.
- A name is correctly spelt, including the correct use of macrons.
- The number of Māori road names is fairly represented in the context of non-Maori road names within the area.

5.3 Appropriate for Emergency Services

- Easy to spell (for the average New Zealand resident);
- Easy to pronounce (for the average New Zealand resident); and
- Appropriate length: Discretion shall be used with respect to the length of the road name. In general road names should not be longer than 13 characters in length, however longer road names may be necessary where alternatives are inappropriate (such as particular location, cultural significance).

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Road Naming Policy

Council Policy



Road Naming Policy

- 5.4 The suffix of road names should be generally consistent with the Road Name Suffix Guide, as per Appendix A of this Policy.
- 5.5 Existing road names may be renamed, provided the re-naming process is consistent with this policy.

6 Policy procedures

- 6.1 For significant roads, such as State Highway revocations, Council can determine that wider public consultation shall be undertaken.
- 6.2 The following procedure shall apply for general road naming:
 - Council provides the applicant (usually the developer) with contact details for the mana whenua who the applicant is required to engage with, and the Decision Criteria set out under this policy;
 - Applicant engages with mana whenua on proposed road names, and submits at least three road names with rationale for each name to Council;
 - Council planner checks for duplicates/conflicts with existing names within the Western Bay or neighbouring districts and consistency with Decision Criteria in this policy;
 - Where the proposed road will be sited within an area with a Community Board, the proposed names will be sent to that Community Board for consideration and feedback;
 - Planner's recommendation (to consider all views from consultation and guided by the Decision Criteria in Section 3 of this policy) is sent to staff member with delegated authority;
 - Decision signed under Delegated Authority.
- 6.3 If the planner's report concludes that more than 1 road name suggested in the process is appropriate, then the developer shall be consulted in order to decide the preferred name.
- 6.4 The road name will not be accepted if mana whenua have not been engaged in the process, or note that their engagement was insufficient (such as not reaching agreement with the applicant/developer/each other).
- 6.5 Delegated Authority shall be given to the Consents Manager, Policy, Planning & Regulatory Services Group Manager, the Deputy Chief Executive Officer, and the Chief Executive Officer. Only one signature is required by an officer with delegated authority to authorise a road name.

Group	Policy, Planning & Regulatory Services	Contact (3 rd Tier Manager)	Environmental Consents Manage		
Supersedes	N/A				
Creation Date	12/04/2018	Resolution Reference	PP11.2		
Last Review Date	N/A	Resolution Reference	N/A		
Review Cycle	First review in 2 years		Date	12/04/2020	
Authorised by	Policy Committee		Date	12/04/2018	

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Appendix A: Road Name Suffix Guide

Туре	Suffix	Description/usage
Alley	Aly	Usually narrow roadway in a city or town
Arcade	Arc	Covered walkway with shops along the sides
Avenue	Ave	Broad roadway, usually planted wither side with trees
Boulevard	Blvd	Wide Roadway, well paged, usually ornamented with trees and grass plots
Circle	Cir	Roadway that generally forms a circle
Close	Cl	Short enclosed roadway
Court	Ct	Short enclosed roadway Short enclosed roadway, usually surrounded by buildings
Crescent	Cred	Crescent shaped roadway, especially where both ends join the same
Crescent	Cleu	thoroughfare
Crest*	Crest	A roadway running along the top or summit of a hill
Drive	Dr	Wide main roadway without many crossing streets
Esplanade	Esp	Level roadway alongside the sea, a lake or river
End*	End	A no exit street
Glade	Gld	Roadway usually in a valley of trees
Glen*	Glen	In narrow valley
Green	Grn	Roadway often leading to a grassed public recreation area
Grove	Grv	Roadway that features a group of trees standing together
Heights*	Hts	A roadway traversing high ground
Hill*	Hill	Applies to a feature rather than a route
Highway	Hwy	Highway Only
Lane	Ln	Narrow roadway between walls, buildings or a narrow country roadway
Lookout*	Lookout	A roadway leading to or having a view of fine natural scenery
Loop	Loop	Roadway that diverges from and rejoins the main thoroughfare
Mall	Mall	Wide walkway, usually with shops along the sides
Mead*	Mead	Mowed land
Meadows**	Meadows	Mowed land
Mews	Mews	Roadway in a group of houses; traditionally rural residential area converted to a
Mews	Mews	residential area
Parade	Pde	Public roadway or promenade that has food pedestrian facilities along the side
Place	Pl	Short, sometimes narrow, enclosed roadway
Promenade	Prom	Wide flat walkway, usually along the water's edge
Quay	Qy	Roadway alongside or projecting into water
Ridge	Rdge	A roadway along the top of a hill.
Rise	Rise	Roadway going to a higher place or position
Road	Rd	Open roadway primarily for vehicles; route between places
Square	Sq	Roadway which generally forms a square shape, or an area of roadway bounded
- 1		by four sides
Straight**	Straight	Rural road
Street	St	An urban road
Terrace	Tce	Roadway on a hilly area that is mainly flat
Track	Trk	Walkway in natural setting; narrow country street that may end in pedestrian
		access
View*	View	Street with a view of significance
Vista**	Vista	Street with an outlook of significance
Walk	Walk	Thoroughfare for pedestrians
Wav	Wav	Only to be used for private roads
Wharf	Whrf	A roadway on a wharf or pier
vviidii	VVIIII	A roadway off a wildiff of piel

Derived from Australian/New Zealand Standard on Rural and Urban Addressing (AS/NZS 8419:2011), Whanganui Road Naming Policy (*), and Western Bay of Plenty District road names (**)

Road Naming Policy

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APPENDIX B

ROAD NAMING ANALYSIS

RC13002V02L

Criteria "No road name shall be the same as another road name within this district or any immediately adjacent district"

Road Name	Identifier	WBOPDC	TCC	Rotorua	South	Matamata	Hauraki	Whakatane	Thames	Opotiki
					Waikato	- Piako			Coromandel	
Manawanui	Lots 100,	No	No	No	No	No	No	No	No	No
Place	400 and									
	600									

20/05/2024

Source: Each of the respective Council mapping systems.

9.5 ŌMOKOROA COMMUNITY BOARD - PROJECTS AND OPERATIONS REPORT - JUNE 2024

File Number: A6244580

Author: Pernille Osborne, Senior Governance Advisor

Authoriser: Cedric Crow, General Manager Infrastructure Services

EXECUTIVE SUMMARY

The purpose of this report is to provide the Ōmokoroa Community Board with an overview of the Infrastructure Projects currently being undertaken in the Ōmokoroa area, as well as to provide an overview of the operational matters from across Council that relate to the Ōmokoroa area.

RECOMMENDATION

- That the Senior Governance Advisor's report dated 4 June 2024 titled 'Ōmokoroa Projects and Operations Report – June 2024' be received.
- That the Ōmokoroa Community Board approve an additional \$5,000 toward the 'Ōmokoroa Pavilion Concrete Steps and Handrail' project (OM23-7.6), from the Ōmokoroa Community Board Reserve Account.

ROADING ACCOUNT

Ōmokoroa Community Board Roading Current Account		
Current Account Opening Balance 1 Ju	ly 2023	\$30,018
Allocation for 2023/24		\$104,952
Interest for 2023/2024		\$1,351
Subtotal		\$136,321
Committed Projects	Status	\$
Goldstone Road Car Park	Complete	\$11,066.90
Ōmokoroa Boat Club Embankment Fencing	Complete	\$4,864
Ōmokoroa McDonnell Cycle Racks	Complete	\$4,978
Committed Projects Total		\$20,909
Forecasted Current Account Closing Balance 30 June 2024		

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PROJECT UPDATES - ROADING

BOAT CLUB ADDITIONAL STREET LIGHTING					
Project Description	Staff Comment/Update	Progress Level			
That staff investigate and provide indicative costings for a lighting solution in the vicinity of the Ōmokoroa Boat Club and report back to the Board.	The Board was provided with two resolutions for additional street lighting options for the pedestrian street light enhancement between the Boat Club and roadside carparking. The Board left the decision on the table, as they requested for a full street light analysis/audit to be undertaken within the greater esplanade cul-de-sac to boat ramp area.	In progress.			
At the meeting held 9 April 2024 the Board requested for a full street light analysis/audit to be undertaken.	The Transportation Engineer has approached street light consultant and engaged for the completion of a comprehensive street light design, noting that the funding of the implementation will be from the Ōmokoroa Community Board Roading Account. Further discussions in relation to this project is scheduled to be workshopped with the Board.				

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MINUTE ACTION SHEETS - ROADING

FOOTPATH EXTENSION ON HAMURANA ROAD			
Meeting Date	Description	Latest Update	
August 2023	Cost estimates were being sought for the footpath extension on Hamurana Road, which would be presented to the Board. The Board also wished to get a sense of the pedestrian movement in the area before making a decision.	This MAS has been closed off as it was agreed with the Board that the project costs were too significant when compared with the expected pedestrian demand at this time.	

PROJECT UPDATES - WATER SERVICES

ŌMOKOROA GROUNDWATER DEVELOPMENT			
Project Description	Staff Comment/Update	Progress Level	
To explore and develop additional groundwater supply for the increased growth planned. The groundwater supply will aim to provide water that is safe and healthy, resilient, and environmentally sustainable.	Bore site development is continuing with final completion of works expected in June 2024.	In progress.	

PROJECT UPDATES - ENGINEERING / SPECIAL PROJECTS

PROLE ROAD URBANISATION — ŌMOKOROA ROAD TO WAIPAPA RIVER			
Project Description	Staff Comment/Update	Progress Level	
Prole Road is part of the CIP programme and partly funded	The focus is on construction of roundabouts at Ministry of Education entrance and at bottom of Prole/Ōmokoroa Road.	In progress.	
by the Government. The project involves urbanisation of the section of Prole Road from	Completion of project still expected to be finalised by end of April 2025.		
Ōmokoroa Road to Waipapa Road with new pavement,			
kerbing, pedestrian/cycleway facilities, drainage, lightings, landscaping, and plantings.			

NEW SOUTHERN INDUSTRIAL ROAD		
Project Description	Staff Comment/Update	Progress Level
Ōmokoroa Industrial Road design and construction.	The design has been completed and the engineers estimate received. Resource consent application for Industrial Pond (required prior to construction of New Southern Industrial Road for sediment control whilst the road is constructed) is expected to be submitted by 24 May 2024.	In progress.

ŌMOKOROA ROAD URBANISATION STAGE 2 – PROLE ROAD TO RAILWAY TRACK		
Project Description	Staff Comment/Update	Progress Level
The upgrading of Omokoroa Road between Prole Road and the railway crossing from 2 lanes to 4 lanes.	No further updates to what was reported previously.	In progress.

PROJECT UPDATES - RESERVES

ŌMOKOROA DOMAIN		
Project Description	Staff Comment/Update	Progress Level
Implement the approved Domain Concept Plan including the destination playground.	Staff are reprioritising projects against available resources, and any outstanding work will be considered in the new financial year.	On hold.
	No further updates in relation to this project.	

PROLE ROAD TO PAHOIA WALKWAY/CYCLEWAY			
Project Description	Staff Comment/Update	Progress Level	
Construction of a cycleway suspension bridge across the Waipapa Stream.	The Prole Rd works are expected to be completed by end of April 2025. Temporary access to the cycleway is currently being worked on and staff expect more firm dates in the coming weeks.	In progress.	

PEDESTRIAN/CYCLE BRIDGE OVER RAILWAY FROM KAIMAI VIEW TO TUI GLEN			
Project Description	Staff Comment/Update	Progress Level	
Construction of a pedestrian/cycle bridge over the Railway line to enable pedestrians and cyclists to connect Kaimai Views to Tui Glen.	Bridge design complete, design currently being peer reviewed, whereafter a contractor will be engaged to construct. The peer review is expected to be completed by end of May 2024.	In progress.	

COONEY RESERVE - BIRD HIDE			
Project Description	Staff Comment/Update	Progress Level	
Installation of board walk, and bird hide at Cooney Reserve.	The boardwalk surface of the hide is now functional. OEMI and the Men's Shed are working on the walls that will provide the 'hide'. OEMI and Councils Reserves and Facilities Team Leader Operations, are discussing and working on the legal mechanism and documents required for ownership, land occupation and maintenance.	In progress.	

HOLYOAKE DRIVE RESERVES – WALKWAY CONNECTIONS TO ADJOINING STREETS			
Project Description	Staff Comment/Update	Progress Level	
Connection of Holyoake Drive to surrounding streets with walkways.	The paths have now been completed.	In progress.	

LEASING THE ŌMOKOROA-PAHOIA SCOUT DEN			
Project Description	Staff Comment/Update	Progress Level	
There are multiple groups interested in leasing the Ōmokoroa-Pahoia Sea Scout Den. However, since the building lacks necessary facilities such as toilets and running water, it does not meet current building code standards for club meetings.	Councils Reserves and Facilities Team Leader Operations has been requested to get this up to CCC standard. The remedial work for the outstanding items (of guttering, adjoining ground level and dragon ties) is being quoted for and a contractor will be engaged in the next couple of weeks.	In progress.	

ŌMOKOROA PAVILION – CONCRETE STEPS AND HANDRAILS			
Project Description	Staff Comment/Update	Progress Level	
At the 21 November 2023 hui, the Board approved to fund \$30,530.50 to construct the concrete steps with stainless steel handrails, on the north side of the Ōmokoroa Pavilion.	Staff have been working alongside Mr Dallas from the Ōmokoroa Tennis Club. A revised quote was received from the original contractor to incorporate the requested mowing strips; however, the revised quote had increased in costs (likely due to the increase in material costs). Attachment 1 is the new quote. The Board are asked to consider whether they are happy to approve additional funds for the work to progress, or whether they would like additional quotes to be sought to fit in with the approved budget. Recommendation 2 has been presented for the Boards consideration.	In progress.	

MINUTE ACTION SHEETS - RESERVES

GERALD CRAPP RESERVE SIGNAGE				
Meeting Date	Description	Latest Update		
September 2023	That staff investigate the replacement of the Gerald Crapp Reserve signage, which is currently out of date, and report back to the Board.	Councils Reserves and Facilities Team Leader Operations discussed the needed updated signage with the Reserves Management and Communications Team for direction. Council is considering the requirement for interpretation and locational signage updates across the District in line with ongoing developments, and therefore this request will be included in that process. This MAS has now been closed off.		

PROJECT UPDATES - OPERATIONS

UPDATE ON RESOURCE RECOVERY TRIAL AT KATIKATI RECYCLE CENTRE WITH CHROME COLLECTIVE					
Project Description	Staff Comment/Update	Progress Level			
A feasibility study into Community-led Resource	Chrome Collective has reported on the second month of the resource recovery trial and the momentum is still going.	In progress			
Recovery for the current recycling centres went to Council in 2023. Chrome Collective was working closely with The Seagull Centres' manager to create a business plan that will progress the	Feedback from customers remain very positive and 7 tonnes of product were collected during April 2024. This was made up of whitewear, small appliances, stereos and speakers, televisions, printers, cellphones etc. Lots of power tools, screws and nails, all types of batteries, cables and outdoor furniture were also collected. Some of the collected resources will be on sold through the Seagull Centre and TradeMe, and others, like the E-waste, recycled.				

establishment of a resource	Council staff and the Chrome Collective crew are working in tandem to provide	
rover centre at the Katikati site.	a positive experience to our customers. Chrome Collective's plan for May is to	
	bring people with disabilities onsite to start dismantling items to retrieve the	
	high value components and to provide them with meaningful work experience.	

EMERGENCY MANAGEMENT					
Project Description	Staff Comment/Update	Progress Level			
Support the Ōmokoroa Community to be resilient in the event of an Emergency.	Work has continued to support the Ōmokoroa Community Emergency Response Team in promoting local hazards to enable the wider community to anticipate risk, limit impact and have the necessary information to be better prepared. Emergency Management staff will be attending a library drop-in session for the public to discuss personal preparedness on 31 May. Emergency Management staff presented information on emergency preparedness to Ōmokoroa Probus. Work is ongoing to support the community's preparedness.	On-going			

SERVICE REQUESTS

This section is to provide an overview of Service Requests for the Ōmokoroa Community Board area since the last meeting.

There has been one of each of the following subtypes of Service Requests raised and **completed**.

- Compliance and Enforcement -Abandoned Vehicle
- Reserve and Properties All/Any Lighting and CCTV Camera matters
- Customer Service Planning -Fences/Walls
- People and Capability Health & Safety Enquiry
- Roads Network Management Local Road Signs - Request for new/additional
- Customer Service Planning Natural Hazards Enquiries
- Reserve and Property Reserve Buildings/Roads/Tracks/Furniture
- Reserve and Property Reserve Signs
- Wastewater Sewage overflow/spill on ground/dump stn

- Reserves and Properties Accidents on Reserves and Facilities
- Reserve and Properties -Erosion/Damage to Grounds
- Kerbside Collective Kerbside General Enquiry
- Kerbside Collective Kerbside Litter (Debris) from Collection
- Roads Network Management Local Rds-NON-URGENT tree requests -Request for removal
- Refuse Refuse General (NOT BINS OR DUMPING)
- Reserve and Property Reserve Abandoned Vehicle
- Local Roads Road Surface Defects -SEALED LOCAL RD
- Wastewater Sewer pipe block/damaged/broke

There has been one of each of the following subtypes of Service Requests raised, which are **under investigation**.

- Local Roads ALL Cesspit/Grill/Gutters
 & Drains (sealed road) Replacement/Maintenance Asset
 Requests
- Customer Service Planning District
 Plan advice
- Local Road Vegetation(not trees)/mowing Local Roads

The table below shows Services Request's that are higher in numbers and have a mix of statuses.

Service Request Subtype	Notes	Completed	Under Investigation/ Scheduled for Completion
All water leaks	Reports from across the Ōmokoroa Community	8	0
Building Compliance	Enquiries from Ridge Drive and Anderley Avenue	2	0
Bus Shelters (Rural only) - Replacement/Maint enance Asset Requests	Requests from Tralee Street and Ōmokoroa Road	1	1
General enquiry/Call back – Building Admin	Requests from across the Ōmokoroa Community Area	21	0
Compliance & Enforcement General	Enquiries from The Esplanade, Harbour View Road, Ōmokoroa Road and Bridle Way	4	0
Cycleways on reserves not roads	Reports from across the Ōmokoroa Area	3	0
Damaged Bin - Replace/Repair	Reports from across the Ōmokoroa Area	4	0
Detritus (Loose Chips/Sand/Dead Animal) - NO Illegal Dumping	Reports from across the Ōmokoroa area	0	3
Flooding open drain/culvert- raining only	Reports from Ōmokoroa Road	1	1
Footpaths on Local Road - Replacement/Maint enance Asset Requests	Reports from Hamurana Road, Kayelene Place and Owen Place	2	1

Policy and Planning - General Enquiry	Reports from Anderley Avenue and Hamurana Road	2	0
General enquiry/Call back - Land Development Engineering	Requests from Goldstone Place and Ōmokoroa Road	2	0
General enquiry/call back – Water Revenue	Reports from across the Ōmokoroa Community Area	29	4
GENERAL/Miscellane ous - Local Roads	Enquiries from across the Ōmokoroa area	4	5
Graffiti in Reserve ONLY	Reports from Beach Grove and The Esplanade	2	0
Harbour Structures	Multiple reports from The Esplanade	1	2
Lighting - Replacement/Maint enance Asset Requests	Requests from Parkland Rise and The Esplanade	0	2
Litter/Litter Bins or dumping in Reserve	Reports from Anderley Drive and Margaret Drive	2	0
Local Rds-NON- URGENT tree requests	Request for trimming or removal of fallen tree/branch across the Ōmokoroa Community	2	4
Lost/Stolen Bins	Reports from across the Ōmokoroa Community	7	0
Meter/Toby issue (not leak)	Reports from across the Ōmokoroa Area	2	1
Missed Collection – Investigation	Reports from across the Ōmokoroa Area, including multiple from Hamurana Road	7	1
Mowing and Vegetation/Gardens (NOT Trees)	Reports from Ōmokoroa Road and Kowai Grove	2	1
Noise Complaint (After Hours - Watchdog)	Reports from across the Ōmokoroa area	2	0

Park and Playground Equipment	Reports from The Esplanade and Western Avenue	2	0
Parking Query	Enquiries from across the Ōmokoroa community area	5	1
Plumbing: Toilets/Taps/Waitui/ Irrigation	Reports from Western Avenue and Margaret Drive	2	0
Public Toilets (Hygiene/Paper ONLY)	Reports from The Esplanade	2	0
RC Compliance	Reports from Ōmokoroa and Pip Way	0	2
Reserves General	Enquiries from across the Ōmokoroa area	19	12
Trees (only)	Reports from across the Ōmokoroa area – multiple reports from Western Avenue and Owen Place	1	5
Urban Stormwater General/Info Request	Reports from across the Ōmokoroa area – multiple reports from Hauhake Lane	5	0
Wastewater General	Reports from Ōmokoroa Road	1	1
Water leak remission application	Reports from across the Ōmokoroa area	4	0

ATTACHMENTS

1. OTWC Offer - Ōmokoroa Tennis Club Stairs 🗓 🖼





26 May 2024 Revision 2

Omokoroa Sport and Recreation Society

Dear Andrew

RE: Omokoroa Sport and Recreation Society

We have the pleasure in submitting this offer for the above-mentioned project. We believe we have captured all aspects and elements to provide a seamless and comprehensive package to meet the needs for this project. Please refer to the below breakdown and our clarifications.

Our offer: \$ 33,717.79 (excluding GST)

Price Summary:

Item	Description	Total
BILL NO.1	Preliminaries and General	4,212.00
BILL NO.2	Earthworks	5,007.00
BILL NO.3	Concrete and Formwork – Stairs & Landings	19,494.16
BILL NO.4	Concrete and Formwork – Mowing Strips	5,004.63
	TOTAL	\$33,717.79

Documentation:

We have based our offer on the documentation as received via email named; Omokoroa Tennis Club Steps dated 16th of June 2023 and drawing number 225364-SK001. Note that this should be read in conjunction with the Clarifications as listed in this offer for specific inclusions and exclusions.

Clarifications (Inclusions):

- 1. Supervision of all OTWC trade works.
- 2. One (1) survey/scan visit by a registered surveyor for existing underground services before earthwork activities.
- 3. Earthworks activities, i.e. cut, fill and preparation ready for formwork and concrete.
- 4. Reinforcing supply and place.
- 5. Timber formwork to form stairs and landings as detailed.
- 6. Concrete supply, pump and place to broom finish.
- 7. Making good and cleaning at completion including grass seeding around disturbed grass areas. Concrete supply, pump and place.

Clarifications (Exclusions):

- 8. Any works associated with underpinning of existing structures.
- 9. Metalwork items.
- 10. Council or Consultancy fees, permits or consents.
- 11. Traffic management plans or implementation thereof.

Clarifications (General):

- 12. Should a Subcontract Agreement be proposed for engagement we wish to discuss and mutually agree the specific terms and conditions, we are familiar with the Master Builders SA2017.
- 13. This offer is based on the entire package as detailed and documented however, we are open to partial appointment to assist procurement strategies by mutual agreement.

info@offthewallconstruction.co.nz

@o_t_w_c



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07 542 5438 offthewallconstruction.co.nz 3/5 Reynolds Place, Pāpāmoa, 3118 @o_t_w_c



- 14. For clarity, variations will be priced as follows:
 - a. Variations Price Requests (VPR) Measured and rated, subcontractors costs, on site overheads (if any) plus 10% for supervision.
 - b. Dayworks \$110/hour for Project Manager and QS, \$75/hour for Site Manager, \$65/hour for Trades Men, 15% Markup on material sup-plied.
- 15. Refer to attached Off The Wall Construction Terms and Conditions of Trade.
- 16. All values in this offer are GST exclusive.
- 17. Validity of this offer is 30 days from the date stated on page 1.

Thank you once again for giving Off The Wall Construction the opportunity to price this project. We hold ourselves available to meet and discuss any of the details within this offer.

Kind Regards

Matt Du Plessis

info@offthewallconstruction.co.nz @o_t_w_c



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Foundation and Retaining Specialists

Terms of Trade

OFF THE WALL CONSTRUCTION LIMITED

	erms apply to the supply of any services and/or		defect or damage. Where OTWC has agreed in	040	Services; or
	s by Off The Wall Construction Limited (OTWC). The er acknowledges and agrees that the Customer is		writing that the Customer is entitled to reject the relevant Services and/or Materials OTWC's liability is	6.1.3	where OTWC suffers any increase in the cost of labour relating to the provision of the Services or the
	to have accepted and will be bound by these Terms by		limited to either replacing the Services and/or		cost of Materials which are beyond OTWC's control.
	ng or receiving any services or materials from OTWC		Materials or repairing the Services, at OTWC's sole	6.2	If the Customer wishes to request a variation to the
	epting any quote from OTWC.	0.0	discretion.		Services, it must do so in writing. OTWC will use its
1. 1.1	Definitions CCA means the Construction Contracts Act 2002.	3.6	The Customer shall obtain, at the Customer's expense, obtain all licenses, consents and approvals,		best endeavours to accommodate any variation requested, but the acceptance by OTWC of any
1.2	Customer means any person or entity requesting,		including any Code Compliance Certificate, which		request for variation is at its sole discretion and
	receiving or purchasing services or materials from		may be required for the Services. OTWC shall provide		subject to acceptance by the Customer of any
4.0	OTW.		the Customer with all necessary information relating		variation in the Price of the Services and/or the
1.3	GST means goods and services tax as defined in the Good and Services Tax Act 1985.		to the Services so that the Customer may apply for such licences, consents and approvals. The	6.3	Materials due to the requested variation. OTWC reserves its rights to vary the Services and/or
1.4	Materials mean any materials supplied by OTWC in		Customer acknowledges that the provision of the	0.5	Materials where reasonably necessary. In all cases
	its provision of the Services.		Services is conditional upon the Customer obtaining		OTWC will use best reasonable endeavours to ensure
1.5	OTWC means Off The Wall Construction Limited and		such licences, consents and approvals.		services or materials of a similar type and quality are
1.6	its successors and assigns. Plans and Specifications means the plans and	4. 4.1	Price, Invoices and Payment The Customer will pay the Price to OTWC in		provided. Where such variation is required, OTWC will in writing:
1.0	specifications for the Services provided by the	4.1	accordance with these Terms.	6.3.1	state the reason for the variation; and
	Customer to OTWC.	4.2	OTWC may, at its sole discretion, require the	6.3.2	provide a full description of the variation; and
1.7	PPSA means the Personal Property Securities Act		Customer to pay a non-refundable deposit for the	6.3.3	state the effect the variation will have on the Price and
1.8	1999. Price means the price payable for the Services and/or	4.3	Services and/or the Materials. OTWC will render an invoice or invoices to the		any other aspects of the delivery of the Services and/or Materials.
1.0	the Materials and invoiced to the Customer, or agreed	4.5	Customer for the Services and/or Materials.	6.4	Where the Customer does not agree to such variation
	between OTWC and the Customer in accordance with	4.4	All invoices are prepared in accordance with, and are		the Customer may cancel the Services and/or
	these Terms and/or any applicable Quote and		a "payment claim" for the purposes of, the CCA. The		Materials but will be liable for all costs incurred by
	invoiced to the Customer, exclusive of GST unless otherwise stated.		Customer is put on notice of the requirements of the		OTWC in the provision of the Services or Material up
1.9	Quote means a quote provided by OTWC to the		CCA in terms of the issuing of payment claims as attached in Notice 1.	6.5	to and including the date of cancellation. Where the Services being provided by OTWC involve
	Customer pursuant to section 5 of these Terms.	4.5	Subject to the provisions of the CCA, the Customer	0.0	additions or alterations to an existing structure on the
1.10	Site means the Customer's site at which the Services		shall pay all invoices by a transfer of funds to OTWC's		Site then OTWC is not be liable for any loss or
	are being provided.		bank account (details set out in the invoice) on or		damage suffered by the Customer where that loss or
1.11	Services means all services provided or to be provided by OTWC to the Customer including any		before the date set out in the invoice, or where there is not date specified, within fourteen Working Days of		damage arises from the condition of the Customer's existing structures. If additional Services and/or
	variations to those services.		the date of the invoice.		Materials are required because of the existing
1.12	Terms means these Terms of Trade.	4.6	The Customer may not deduct or withhold any		structures, the Customer will be responsible for the
1.13	Working Day means any day which is not a		amount (whether by way of a set-off, counterclaim or		cost of the same, the additional Services and/or
	Saturday, Sunday or public holiday as that terms is	(a)	otherwise) from any money owing to OTWC.		Materials will be treated as a variation and the Price
2.	defined in the Holidays Act 2003. Construction Contracts Act 2002 and Building Act	(a)	If the Customer withholds payment, the Customer will be issued with a formal disputes claim under the	7.	will be adjusted accordingly. Personal Property Securities Act 1999 (PPSA)
	2004		CCA.	7.1	The Customer acknowledges and agrees that:
2.1	The provisions of the CCA shall apply to these Terms	5.	Quote	7.1.1	these Terms constitute a security agreement for the
	and the contractual relationship of OTWC and the	5.1	Where a Quote is given by OTWC for Services:	740	purposes of the PPSA; and
2.2	Customer. Where the Part 4A of the Building Act 2004 applies	5.1.1	The Quote is valid for thirty (30) days from its date of issue.	7.1.2	a security interest is granted by the Customer in favour of OTWC in all materials (including the
2.2	the parties agree that these Terms shall not apply to	5.1.2	The Quote will be subject to final engineering design		Materials) and collateral both previously provided and
	the provision of the Services and the Materials and		plans and local authority consent being provide to		to be provided in the future by OTWC to the Customer
	the parties will enter into a residential building		OTWC. Where such plans and consent require an		until all amounts owing to OTWC are paid by the
3.	contract as required by that Act.		update to the Quote, OTWC will provide an updated	7.2	Customer. The Customer undertakes to:
3.1	Provision of Services and Materials OTWC will provide the Services to the Customer in a	5.1.3	Quote for acceptance by the Customer. The Quote shall be exclusive of GST, unless	7.2.1	sign any further documents or provide any further
	good and workmanlike manner and in accordance		specifically stated to the contrary.		information which OTWC reasonably requires to
	with these Terms, the Plans and Specifications, any	5.1.4	The Quote is subject to any specific terms set out in		register its security interest on the Personal Property
	relevant building consent and all applicable laws and		the Quote and those specific terms will override these	7 2 2	Securities Register;
3.2	legal requirements. OTWC will provide the Materials to the Customer in	5.1.5	Terms where there is any conflict. The Quote:	7.2.2	indemnify OTWC for all expenses incurred in registering or releasing said security interest.
0.2	accordance with these Terms and the Plans and	(a)	does not allow for connection of any wall drainage	7.3	OTWC and the Customer agree that nothing in
	Specifications. The Materials provided by OTWC will		system to the Customer's storm water system;		sections 114(1)(a), 133 and 134 of the PPSA shall
	be fit for purpose. Where manufacturers have	(b)	does not allow for a channel between wall and cut	7.4	apply to these terms and conditions.
	provided warranties in respect of the Materials, OTWC will do all things reasonably necessary to pass	(c)	face greater than 400mm; does not allow for introduction or removal of fill from	7.4	The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131
	those warranties on to the Customer.	(0)	the site;		and 132 of the PPSA.
3.3	OTWC will use its best endeavours to commence the	(d)	assumes that the Site is free from underground	7.5	Unless otherwise agreed to in writing by OTWC, the
	provision of the Services and to deliver the Materials		obstructions and services unless otherwise advised		Customer waives its right to receive a verification
	in a timely fashion but any date specified by OTWC is an estimate only and OTWC will not be liable for any		by the Customer prior to the Quote being given and that boundaries have been correctly identified by the		statement in accordance with section 148 of the PPSA.
	loss or damage incurred by the Customer as a result		Customer;	8.	Title and Risk
	of any delay. In the event that OTW is unable to	(e)	is subject to inspection of the Site carried out by	8.1	Title in any Materials remains with OTWC until the
	provide the Services and/or the Materials as agreed	(f)	OTWC prior to commencement of the Services; is subject to all levels and contours being cut to		Customer has paid for those Materials in full. Risk of
	solely due to any action or inaction of the Customer or any third party, or due to other reasons outside the	(1)	correct the sub-base as set out in the Plans and		damage to or loss of any Materials passes to the Customer on delivery. The Customer must put in
	reasonable control of OTW, then OTW shall be		Specifications or as otherwise agreed;		place adequate insurance in respect of the Materials,
	entitled to recover its reasonable costs due to such	(g)	makes no allowance for unsuitable or collapsing		(such insurance to be approved by OTWC) on or
	delay. Without limiting the costs payable, the	(h)	ground or excess groundwater; is subject to sufficient access to the Site being made		before delivery of the Materials to the site. If any of
	Customer agrees that reasonable costs of labour are \$450 per person per Working Day and the reasonable	(h)	available by the Customer;		the Materials are damaged or destroyed following delivery but prior to risk passing to the Customer,
	costs of any digger onsite will be \$120 per digger per	5.1.6	If the Customer requests any of the further services		OTWC are entitled to receive all insurance proceeds
	Working Day.		listed at 5.1.5 or any other changes to the original		payable for the Materials. These Terms are sufficient
3.4	The Services shall be deemed to be completed when:		request for the Services and Materials, it shall be		evidence of OTWC's rights to receive the insurance
3.4.1	completed in accordance with the Plans and Specifications; and	5.1.7	treated as a variation and subject to clause 6. It is the Customer's responsibility to ensure that the	8.2	proceeds from the Materials. Until such time as title in the Materials passes from
3.4.2	the Customer either:	0.1.1	Quote provided and the Plans and Specifications	0.2	OTWC to the Customer, OTWC may give notice in
(a)	receives a certificate of acceptance where the		properly reflect the Services and/or Materials required		writing to the Customer to return all or any of the
	Services were urgent and completed without a		by the Customer and to advise OTWC immediately if		Materials. If the Customer fails to return the Materials
(b)	building consent; or in any other case, upon the issuance of a notice of	6.	this is not the case. Variations		to OTWC in accordance with the notice then OTWC or OTWC's agent may enter upon the Site, or such
(b)	practical completion by OTWC to the Customer.	6.1	OTWC reserves the right to change any Quote or		other land upon which the Materials are situated and
3.5	The Customer shall inspect the Services upon		Price:		take possession of the Materials.
	completion and shall within three (3) Working Days	6.1.1	if a variation to the Services and/or Materials	9.	Conditions of Work
	notify OTWC of any alleged defect, error or omission, shortage in quantity, damage or failure to comply with		(including in respect of quantities of Materials) is requested by the Customer; or	9.1	The Customer shall ensure that OTWC has clear and free access to the Site at all times to enable them to
	the Plans and Specifications. If the Customer fails to	6.1.2	where additional Services and/or Materials are		provide the Services. OTWC shall not be liable for
	comply with these provisions the Services and the		required due to hidden or unforeseen issues on site		any loss or damage to the Site it causes in
	Materials shall be presumed to be free from any		once OTWC has commenced provision of the		undertaking the Services (unless such loss is due to

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2



9.2

9.3

the negligence of OTWC).
OTWC will not be responsible or liable in any way for the location of boundary markers or the boundary tie lines at the Site. It is the Customer's responsibility to ensure that boundary markers are accurate and to arrange for a surveyor to identify boundaries if needed. OTWC will arrange for a surveyor if requested by the Customer at the Customer's cost. The Customer shall permit OTWC to undertake an inspection of the Site prior to the commencement of the Services. the negligence of OTWC).

Prior to the commencement of the Services, the 9.4 Prior to the commencement or the services, the Customer must advise OTWC of and clearly mark the precise location of all underground services on the Site, including, but are not limited to, electricity, gas, sewerage, water, irrigation, telephone and fibre optic cables, and any other services that may be on the Site. OTWC will take all care to avoid damage to any underground services, however the Customer indemnifice OTWC in report of all year on underground. indemnifies OTWC in respect of all and any claims, loss, damages, costs and fines resulting from damage to underground services not precisely located and notified to OTWC in accordance with this clause. The Customer will provide OTWC with access to water, electricity, toilet and washing facilities at the Sita. 9.5

Prior to commencement of the provision of the Services the Customer shall ensure that the Site is prepared as agreed, including ensuring that all levels 9.6

and contours are cut to correct the sub base. Each party with comply with all applicable laws, regulations, bylaws and terms and conditions of 97 regulations, bytawa and terms and conditions or consents, licences and approval in respect of the Services, Material and the Site, including without limitation each party's obligations pursuant to the Health and Safety at Work Act 2015. The Customer will comply with all directions, policies and procedures of OTWC in respect of the provision of the Services and the Materials.

98 Where the Customer is required to undertake any where the Customer is required to undertake any work in relation to the Services, the Customer will ensure that such work is undertaken with the prior written consent of OTWC, is carried out in accordance with all laws (including the Health and Safety at Work Act 2015), regulations, plans, specifications and any directions of OTWC. OTWC will not be liable in any way whatsoever for any loss or damage due to work carried out by the Customer and the Customer shall be liable for all such loss or damage. Where the Customer fails to undertake any of the work which it is required to undertake, OTWC reserves the right to undertake such work at the cost of the Customer and the Customer indemnifies OTWC in this regard.

Insurance

OTWC shall put in place adequate public liability insurance in respect of the provision of the Services, and ensure that it use all reasonable endeavours not 10.1

The Customer must obtain adequate insurance for the Materials in accordance with clause 8.1 of these 10.2

Where the Services are being provided in respect of an existing structure, the Customer shall arrange adequate insurance for the replacement of the 10.3 acequate insurance for the replacement of the existing structures and against consequential loss arising from loss or damage to the Customer's existing structures due to the provision of the Services. Such insurance policy shall be in the joint names of the Customer and OTWC and the mortgagee (if any).

Where the Services are being provided in respect of new structures OTWC shall, from the date that the Services are due to be commenced until the date that 10.4 the Services are completed, arrange adequate insurance against loss or damage caused due to the provision of the Services. Such insurance policy shall be in the joint names of the Customer, OTWC and the mortgagee (if any) and shall be maintained until such time as the Services have been completed and for the period set out in clause 11.1.

Defects

Subject to clause 11.2, if any defect in OTWC's workmanship in respect of the Services becomes apparent and is notified in writing to OTWC within six (6) months of the date of completion (time being of the essence) then OTWC will either (at its sole discretion) replace or remedy the workmanship. discretion) replace or remedy the workmanship.

Notwithstanding any other provision of these Terms
this shall be the only remedy available in respect of
defects in respect of the Services.
Clause 11.1 shall not apply where:
any defect or damage is caused or partly caused by
or arises through.
failure by the Customer to properly maintain the
Services and/or Materials; or

(a)

failure by the Customer to follow any instructions or guidelines provided to it by OTWC or the (b) manufacturer of the Materials: or

use of the Services and/or Materials for anything other than the use specified by OTWC or the manufacturer of the Materials; or (c)

(d) the continued use of the Services and/or Materials by the Customer after such defect should have becomes apparent to a reasonably prudent user; or fair wear and tear, accident or act of God.

(e) 11.2.2 the defect or damage is repaired or altered by the Customer without OTWC's consent. OTWC is not liable for any defects in Materials not manufactured by OTWC. 11.3

11.4 The Customer acknowledges that Materials supplied may vary in physical appearance, may contain natural fissures, occlusions, and indentations, and may fade or change colour over time. OTWC will use all reasonable endeavours to match Materials supplied in order to minimise such variations but shall not be liable in any way whatsoever where such variations

OTWC accepts no liability whatsoever with respect to the curing process and the natural cracking of concrete (including without limitation hairline cracking 11.5 of paving and grout), damage caused to the Materials by contact with chemicals, solvents, oils or any other substances, and the effects of elements on the

Services and/or the Materials.
Where OTWC gives advice or recommendations to
the Customer regarding the suitability of the Site for
the Services and/or the Materials and such advice is not acted upon then OTWC shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent provision of the Services and/or the Materials

11.6

Intellectual Property
Each party's existing intellectual property rights shall 12.1

remain the sole property of that party. The Customer agrees that OTWC may use for marketing purposes, designs, drawings, plans, photographs and digital media of the Services. 12.2

13. 13.1

Default and Cancellation
Interest on overdue invoices shall accrue and compound daily from the date from when payment

compound daily from the date from when payment becomes due until the date of payment at a rate of 20% per annum. If the Customer is in breach of any obligation under these Terms, OTWC may, at its sole discretion, suspend or terminate the provision of Services and/or Materials (provided or yet to be provided) to the Customer and OTWC will not be liable for any loss of the Customer and OTWC will not be liable for any loss of the customer and other date is the customer due to each suspense of the customer and other dates. 13.2 suffered by the Customer due to such suspension or termination

OTWC shall be entitled to cancel any Services which 13.3 remain unfulfilled and any Materials which remain undelivered and all amounts owing to it shall become immediately payable if: the Customer becomes insolvent or bankrupt,

13.3.1 convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or 13.3.2 a receiver, manager, liquidator, administrator or

similar person is appointed in respect of the Customer.

OTWC reserves its right to charge legal costs as 13.4 between solicitor and client and any debt collection fees incurred by OTWC in obtaining or attempting to obtain a remedy due to a Customer's failure to pay. 13.5

OTWC may cancel the provision of any Services and/or Materials to which these Terms apply by giving written notice to the Customer. On giving such notice OTWC shall repay to the Customer any sums paid in control to the Price Less and provided the provided the provided the provided the price Less and price Less and provided the price Les respect of the Price, less any amounts owing by the Customer to OTWC for Services and/or Materials already ordered/supplied. OTWC shall not be liable

for any loss or damage whatsoever arising from such cancellation. Subject to clause 13.7, in the event that the Customer cancels the provision of the Services and/or Materials the Customer shall be liable for any and all loss incurred (whether direct or indirect) by OTWC as a direct and indirect result of the cancellation (including,

but not limited to, any loss of profits).
The Customer may not cancel orders for Materials made/ordered to the Customer's specifications or for 13.7 non-stocklist items, once an order has been placed.

14. 14.1

non-stocklist items, once an order has been placed. **Privacy**OTWC is committed to complying with all current privacy legislation including the Privacy Act 2020. The Customer consents to OTWC accessing, collecting, storing and using any relevant information about the Customer (including personal information as that term is defined in the Privacy Act 2020) in the course of providing the Services and / or the Materials. OTWC will only use or disclose that information as follows: to provide the Services and/or Materials; to third parties engaged by OTW to assist in providing the Services and/or Materials; for marketing purposes. 14.1.1 14.1.2

14.1.3 14.2 for marketing purposes.

The Customer has the right to request a copy of any personal information held by OTWC and correct that personal information if necessary. 15. Dispute Resolution

All disputes and differences between the Customer and OTWC touching and concerning this agreement 15.1

in the first instance, be negotiated between the parties with the intent of resolving the same in good faith; where the parties are unable to resolve the dispute within five (5) Working Days of meeting to resolve the dispute, be referred to mediation by either party by notice in writing to the other party. The parties will agree upon a mediator or where they are unable to do so, will request that the president of the Arbitrators' and Mediators' Institute of New Zealand (AMINZ) will appoint a mediator. The mediator will set the guidelines to govern the mediation; where the dispute is not resolved by mediation within twenty (20) Working Days of a meditator being appointed, be referred to arbitration by either party, under a single arbitrator agreed upon by both parties, or failing agreement, by two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to arbitration), such arbitration to be carried out in accordance with provisions of the in the first instance, be negotiated between the parties 15.1.1 15.1.3

15.1.4 carried out in accordance with provisions of the

Arbitration Act 1996.
Nothing in this clause prevents either party referring 15.2 the dispute to the adjudication process under the

15.3 Nothing in this clause prevents either party from

obtaining urgent interlocutory relief. Indemnity and Limitation of Liability Subject to clause 16.2, OTWC indemnifies the Customer for any actual direct loss suffered and 16.1 Customer for any actual direct loss suffered and liability incurred by the Customer due to a breach of these Terms by OTWC to the extent that such breach caused such loss or liability to the Customer. OTWC's total aggregate liability pursuant to these Terms shall be limited to the Price of the relevant Services and Materials at all times. Any claim made by the Customer will only be accepted by OTWC where the claim is made within six (6) months of the date of completion of the Services.

16.2

16.3

The Customer indemnifies OTWC for any loss 16.4 suffered and liability incurred by the OTWC due to a breach of these Terms by the Customer to the extent that such breach caused such loss or liability to OTWC

General
The failure by OTWC to enforce any provision of these Terms shall not be treated as a waiver of that provision, nor shall it affect OTWC's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the remaining provisions of these Terms shall remain enforceable. These Terms are governed by the laws of New

17.2 17.3

Inese I erms are governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

OTWC are under no liability whatsoever to the Customer for any indirect and/or consequential loss arising out of a breach by OTWC of these Terms.

OTWC may license or sub-contract all or any part of its rights and obligations pursuant to the Services without the Customer's consent.

without the Customer's consent.
OTWC may amend these Terms at any time by reasonable notice to the Customer. If OTWC makes a reasonable notice to the customer. If o're hande change to these Terms, such change will take effect from the date on which OTWC notifies the Customer of such change. The Customer will be deemed to have accepted such changes unless otherwise

have accepted such changes unless otherwise expressed by the Customer.

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, act of government or other event beyond the reasonable control of either party. The Customer may not assign any of its rights and obligations pursuant to these Terms without the prior written consent of CTWC at OTMC's sole discretion. 17.7 written consent of OTWC at OTWC's sole discretion.
For the purposes of this clause, a change of control in the Customer is deemed to be an assignment.



Foundation and Retaining Specialists

JLH-166953-10-10-2

9.6 OMOKOROA COMMUNITY BOARD FINANCIAL REPORT - APRIL 2024

File Number: A6243701

Author: Ezelle Thiart, Financial Business Advisor

Authoriser: Allan Carey, Finance Business Partner Lead

EXECUTIVE SUMMARY

This report provides the Community Board with a two-monthly monitoring of its operational budget. Attached are the financial statements for the period ended 30 April 2024 (Attachment 1).

Total operational costs are under budget YTD for 2023/24.

RECOMMENDATION

That the Financial Business Advisor's report dated 4 June 2024 titled 'Financial Report Ōmokoroa – April 2024' be received.

Grant payments made to date:

Resolution	Description	\$
OMC24-1.5	Probus Club of Ōmokoroa	2,370
	2023/24 Grants to date	2,370

Committed - Operational expenditure:

Resolution	Description	\$
OMC23- 3.4	Commits to spending \$120 per advertisement from its Reserve Account, to advertise the Board's upcoming meetings in the 'Lizard News" for the next 12 months from May 2023. (\$120 * 6 = \$720 - \$698 spent = \$130)	22
OMC24- 2.6	Approve the grant application from Public Art Ōmokoroa Incorporated for \$3,630 to contribute towards the re-design and repair work to the Kinetic Godwits Sculpture and Whakawhanungatanga and Community awareness initiatives.	3,630
	2023/24 Outstanding operational commitments	3,652

2023/24 Reserve analysis:

Resolution	Description	\$
	2023/24 Opening Balance	220,858
	No transactions year to date	0
	2023/24 Closing reserve balance	220,858

Committed - Reserve expenditure:

Resolution	Description	\$			
	Opening balance before committed expenditure	220,858			
OMC23- 7.6	Approve \$30,530.50 to fund the construction of concrete steps with stainless steel handrails, on the north side of the Ōmokoroa Pavilion, to link the top and bottom fields.	(30,531)			
OMC24- 2.7	Approve the grant application from the Ōmokoroa Settlers Hall Incorporated for \$40,650 to contribute to the building of a large deck area at the back of the hall.	(40,650)			
	2023/24 Balance after the committed expenditure				

ATTACHMENTS

1. Financial Report Ōmokoroa – April 2024 📗 🖼

Western Bay of Plenty District Council Income and Expenditure Statement For the period ended 30 April 2024

Ōmokoroa Community Board

	Year to Date				Full Year	Last Year
	Actual	Budget	Variance (Unfav)/Fav		Budget	Actual
	\$	\$	\$		\$	\$
Direct Costs						
Conference Expenses	0	2,240	2,240	\square	2,688	0
Contingency - [see breakdown below]	698	3,590	2,893	\square	4,308	282
Grants	2,370	8,080	5,710		9,696	0
Mileage Allowance	0	1,350	1,350		1,620	0
Salaries	17,642	17,130	(512)	8	20,556	20,469
Inter Department Charges	29,160	29,160	0	\square	34,992	33,384
Total Operating Costs	49,869	61,550	11,681		73,860	54,134
Total Direct Costs	49,869	61,550	11,681	☑	73,860	54,134
Total Costs	49,869	61,550	11,681	Ø	73,860	54,134
Income						
Rate Income	78,989	61,550	17,439		73,860	90,769
Total Direct Income	78,989	61,550	17,439		73,860	90,769
Net Cost of Service	29,120	0	29,120	\square	0	36,634
Contingency - breakdown				☑	Favourable Variance	
Advertise in Lizard News for upcoming meetings	698			8	Non Favourab	le Varience
Year to date contingency costs	698					
real to date contingency costs	050					
Community Board Reserves						
Opening Balance - Surplus (Deficit	220,858					
No transactions yet	0					
(Decrease) Increase in year	0					
Closing Balance - Surplus (Deficit)	220,858					

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