

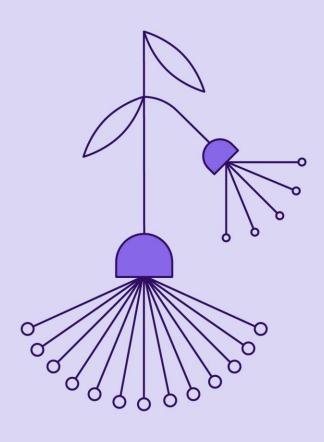
Mā tō tātou takiwā For our District

Ōmokoroa Community Board

Poari ā Hapori o Ōmokoroa

OMC24-2

Tuesday, 9 April 2024, 7.00pm Ōmokoroa Library & Service Centre, Western Avenue, Ōmokoroa



Ōmokoroa Community Board

Membership:

Chairperson	Peter Presland
Deputy Chairperson	Allan Hughes
Members	Ben Bell
	Greig Neilson
	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, 9 April 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 13 FEBRUARY 2024

File Number: A6092458

Author: Pernille Osborne, Senior Governance Advisor

Authoriser: Greer Golding, Governance Manager

RECOMMENDATION

- 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.

ATTACHMENTS

1. Minutes of the Ōmokoroa Community Board Meeting held on 13 February 2024

Item 8.1 Page 5

MINUTES OF WESTERN BAY OF PLENTY DISTRICT COUNCIL ŌMOKOROA COMMUNITY BOARD MEETING NO. OMC24-1 HELD IN THE ŌMOKOROA LIBRARY & SERVICE CENTRE, WESTERN AVENUE, ŌMOKOROA ON TUESDAY, 13 FEBRUARY 2024 AT 7.00PM

1 PRESENT

Chairperson P Presland, Deputy A Hughes, Member B Bell, Member G Neilson and Cr D Thwaites.

2 IN ATTENDANCE

A Curtis (General Manager Regulatory Services), A Hall (Roading Engineer West) G Golding (Governance Manager), and J Osborne (Governance Advisor).

10 members of the public.

Councillor M Murray-Benge.

3 APOLOGIES

APOLOGY

RESOLUTION OMC24-1.1

Moved: Deputy A Hughes

Seconded: Member G Neilson

That the leave of absence from Cr Grainger be accepted.

CARRIED

4 CONSIDERATION OF LATE ITEMS

Nil

5 DECLARATIONS OF INTEREST

Nil

6 PUBLIC EXCLUDED ITEMS

Nil

7 PUBLIC FORUM

7.1 COUNCILLOR MURRAY-BENGE - VARIOUS TOPICS

Councillor Murray-Benge was in attendance to speak regarding various topics. The following points were raised.

- There was the ability to have an influence on the landscaping of the Ōmokoroa/SH
 2 intersection. The trees had been removed, and there was a need for a good landscaping proposal.
- It was believed that there should be at least six tennis courts at Western Avenue, and that these should not be multiuse.
- Concern was raised over the poor entranceway to a business property at the top
 of Prole Road. It was important that this be investigated to ensure that this is fixed.
- There was ongoing support for a higher Police presence in Ōmokoroa, and it was suggested that a local Member of Parliament (MP) be invited to speak to the community.

Comments from Community Board members/staff:

- The Transportation Area Engineer noted that the issue on Prole Road had been identified and escalated to the Project Manager.
- There had been an increase in Police presence in Ōmokoroa, including checkpoints and patrols.
- Community Policing had established an office on Hamurana Road that was available for Police use.
- There were ongoing conversations about community safety, and there were now 1,100 members in Neighbourhood Watch.

7.2 CHRIS DEVER - VARIOUS TOPICS

Mr Dever was in attendance to speak regarding various topics (<u>Tabled Item 1</u>). The following points were raised:

- Concern was raised over the amount requested from the Probus Club of Ōmokoroa.
- There was no RSA in Ōmokoroa, as the area was a part of the Katikati RSA. The local dawn services were coordinated by Greg Taylor and Mr Dever.
- It was believed that the investigation of additional street lighting (page 23 of the agenda) was an extremely slow process. It was felt that the appropriate action should be to investigate whether the lighting in the area met the appropriate lighting standards relative to the facilities in the area.
- There were now several households who had raised lighting concerns between 65 and 72 Ōmokoroa Road. The area was pitch black at night-time, and Mr Dever noted that concerns would be addressed to Council rather than the Community Board.

<u>Tabled Item 1:</u> Various Topics related to the Ōmokoroa Community Board Agenda.

7.3 ANNA KINGSTON - COMMUNITY FRUIT TREE GARDEN

Ms Kingston was in attendance to speak regarding a proposed to convert a reserve on McDonell Street to a community fruit tree garden. The following points were raised:

- Seven years ago there were slips on 37 and 39 McDonell Street. The houses were removed and the land had been converted into reserve land.
- The reserve currently had a seat, and there was desire from neighbouring properties to convert the land into a community fruit tree garden to benefit the community.
- The proposal was currently at the concept stage, and this was provided to the Board (<u>Tabled Item 2</u>).
- The garden would compliment the existing community garden at the Ōmokoroa Point School on Hamurana Road.
- Appropriate fruit trees would need to be planted, in order to manage rats and other pests.
- Support from the Council and Community Board was being sought, as outlined in Tabled Item 2.

Points of clarification raised by the Board:

- The land was regularly mown, but as there was existing concrete foundations and the slip was a sharp drop down, this was a difficult and dangerous task.
- Fruit trees would need to be sourced that do not grow too tall, so as not to compromise residents view.

This topic would be workshopped by the Board to determine next steps, and to decide a level of engagement for the Board.

<u>Tabled Item 2:</u> Proposal for Community Fruit Tree Garden to be Established at the Bramley Reserve.

7.3 FRIENDS OF KAIMAI VIEWS

Representatives from Friends of Kaimai Views (FoKV) were in attendance to speak regarding maintenance and roading concerns within Kaimai Views. Graham Anderson raised the following points:

 Present concerns in the area were outlined (<u>Tabled Item 3 & 4</u>), as well as FoKV's proposal.

- Concerns included the unsightly look of Kaimai Views, and the ongoing parking/road safety concerns.
- Mr Anderson provided the Board with FoKV's proposal (<u>Tabled Item 3</u>). This proposal was a permanent solution to the issues.
- Parking and road safety was a major concern, and posed problems such as emergency and service vehicles (such as rubbish trucks), unable to enter the area from both sides.
- A large, privately owned 7,000 square metre bank had become a fire risk, and was a haven for rodents.
- Quotes were provided to the Board (<u>Tabled Item 5 & 6</u>).

Comments/points of clarification from Community Board members/staff:

- A change to kerbing to allow for wider parking was the ultimate outcome.
- There was an empty section owned by Council that could be better utilised.
 Currently, it was just being mowed and left empty.
- The Totally Cut quote (<u>Tabled Item 5</u>) was the cost for each lawn service. <u>Tabled Item 4</u> was a one-off cost for refurbishment and garden remedies.

The Transportation Area Engineer noted that it was difficult to achieve extra parking and balance this with the road width, but it was acknowledged that the service levels of the area had not been up to standard. However, he was willing to meet with a FoKV representative to do a tour of the area. There was also an opportunity to reiterate to the incoming contractors what the expectations of the area were. Contractors had already been organised to complete a weed and pest plant removal at the entrance of the area, and mulching was also being planned.

Tabled Item 3: Concerns and Proposal from FoKV.

Tabled Item 4: Letter of Support from Kauri Lane Resident.

<u>Tabled Item 5</u>: Quote for one-off, Kaimai Views Berm Refurbishment.

<u>Tabled Item 6:</u> Quote for regular, commercial grade lawn services in Kaimai Views.

8 MINUTES FOR CONFIRMATION

8.1 MINUTES OF THE ŌMOKOROA COMMUNITY BOARD MEETING HELD ON 21 NOVEMBER 2023

RESOLUTION OMC24-1.2

Moved: Member G Neilson

Seconded: Cr D Thwaites

- 1. That the Minutes of the Ōmokoroa Community Board Meeting held on 21 November 2023 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 - CHAIRPERSON'S REPORT - FERBUARY 2024

The Board considered a report dated 13 February 2024 from the Chairperson. The Board took the report as read.

Member Hughes provided an update on the Community Response Plan:

- The community response plan had been completed, and pamphlets were being distributed to the community.
- The Ōmokoroa Community Response Team would be attending upcoming market days.
- The Team were looking at establishing some contact with the Katikati Community Response Team.
- The Team was undergoing some training, as they would be the initial assistance to a natural disaster in the area (first three days of a disaster).

RESOLUTION OMC24-1.3

Moved: Member G Neilson

Seconded: Deputy A Hughes

That the Chairperson's report dated 13 February 2024 titled 'Ōmokoroa Community Board - Chairperson's Report - February 2024' be received.

CARRIED

9.2 OMOKOROA COMMUNITY BOARD COUNCILLOR'S REPORT - FEBRUARY 2024

The Board considered a report dated 13 February 2024 from Councillor Thwaites. The Board took the report as read, with further discussion as follows:

- The Long Term Plan (LTP) had begun.
- With regard to Plan Change 92, the four Commissioners had released their hearings and recommendations to Council.
- The Representation Review would take place later in 2024.
- The first Kaimai Community Forum for 2024 would take place on 21 February 2024, at 7.00pm in the Ōmokoroa Sports Pavilion.

RESOLUTION OMC24-1.4

Moved: Cr D Thwaites

Seconded: Member B Bell

1. That Councillors Thwaites' report dated 13 February 2024 titled 'Ōmokoroa Community Board Councillor's Report – February 2024' be received.

CARRIED

9.3 ŌMOKOROA COMMUNITY BOARD - GRANT APPLICATION - FEBRUARY 2024

The Board considered a report dated 13 February 2024 from the Governance Advisor. The Board took the report as read, with further discussion as follows:

- The Club had been running for 25 years, and getting the word out was the current focus - signage had been created, and letterbox drops were underway.
- Funding had been sought from Bay Trust and Department of Internal Affairs.
- Member Bell raised concern about the precedent that might be set if the funding were to be approved, and felt that there were better funding avenues for the Club to explore other than the Community Board.
- There was discomfort around funding the bus trips, and it was felt that the funding should be used more for advertisements and signage to build the Club's membership.

The Board received clarification from a member of the Probus Club on the following:

- The purpose of the bus trips was to incentivise people going out and making connections. This was mostly funded by the attendees, but the Community Board grant would subsidise this to attract more members.
- Membership of the Probus Club was approximately 40 people.

RESOLUTION OMC24-1.5

Moved: Deputy A Hughes

Seconded: Cr D Thwaites

- 1. That the Governance Advisor's report dated 13 February 2024 titled "Ōmokoroa Community Board Grant Application February 2024" be received.
- 2. That the Ōmokoroa Community Board approve the grant application from the Probus Club of Ōmokoroa for \$2,370.00, for the purpose of advertising/promotion and signage for the club.

Member Bell voted against the motion.

CARRIED

9.4 ŌMOKOROA COMMUNITY BOARD - ANZAC DAY COMMEMORATION 2024

The Board considered a report dated 13 February 2024 from the Governance Advisor. The Board took the report as read, with further discussion as follows:

 It was proposed to the Board to approve more funding to purchase a reusable wreath, rather than a floral wreath, in order to provide a more sustainable option every year at the Anzac Day service in Ōmokoroa. This wreath could be used for years to come.

RESOLUTION OMC24-1.6

Moved: Member B Bell

Seconded: Member G Neilson

- 1. That the Governance Advisor's report dated 13 February 2024, titled 'Ōmokoroa Community Board ANZAC Day Commemoration 2024', be received.
- 2. That the report relates to an issue that is considered to be of low significance in terms of Council's Significance and Engagement Policy.

CARRIED

RESOLUTION OMC24-1.7

Moved: Member B Bell

Seconded: Member G Neilson

- 3. That the Ōmokoroa Community Board provide a reusable wreath for the ANZAC Day Service, to be paid from the Ōmokoroa Community Board Contingency Account (up to the value of \$350).
- 4. That Chairperson Presland represents the Ōmokoroa Community Board at the ANZAC Day Service in Ōmokoroa on 25 April 2024.

CARRIED

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

The Board considered a report dated 13 February 2024 from the Governance Advisor. The Board took the report as read, with further discussion as follows:

The Boat Club Embankment Fencing had been completed.

RESOLUTION OMC24-1.8

Moved: Deputy A Hughes

Seconded: Member G Neilson

That the Governance Advisor's report dated 13 February 2024 titled 'Ōmokoroa Projects and Operations Report – February 2024' be received.

CARRIED

9.6 FINANCIAL REPORT ŌMOKOROA - DECEMBER 2023

The Board considered a report dated 13 February 2024 from the Financial Business Advisor. The Board took the report as read, with further discussion as follows:

On page 44 of the agenda (resolution OM21-3.8), there was a commitment to the Ōmokoroa Bowling Club for a grant from 2021. The last claim to this grant was from July 2021. It was agreed that the money would be released back into the Community Board's reserve account, and if the Bowling Club wish to apply for funding again, they can propose it to the current triennium's Community Board.

RESOLUTION OMC24-1.9

Moved: Cr D Thwaites

Seconded: Member G Neilson

1. That the Financial Business Advisor's report dated 13 February 2024 titled 'Financial Report Ōmokoroa – December 2023' be received.

CARRIED

RESOLUTION OMC24-1.10

Moved: Member G Neilson

Seconded: Member B Bell

2. That the Ōmokoroa Community Board requests that the remainder of the 'Committed – Reserve Expenditure' related to the grant application for the Ōmokoroa Bowling Club (OMC21-3.8), be released back into the Ōmokoroa Community Board Reserves Account, as there have been no claims since 2021, with the remainder being \$4,600.00.

CARRIED

The Meeting closed at 8.21pm.

CHAIRPERSON

Confirmed as a true and correct record at the Ōmokoroa Community Board meeting held on 9 April 2024.

Chairperson P Presland

9 REPORTS

9.1 ŌMOKOROA COMMUNITY BOARD WORKSHOP NOTES - JANUARY AND MARCH 2024

File Number: A6072889

Author: Pernille Osborne, Senior Governance Advisor

Authoriser: Greer Golding, Governance Manager

EXECUTIVE SUMMARY

The Ōmokoroa Community Board workshop notes from 30 January 2024 and 19 March 2024, have been provided as **Attachments 1 and 2** for transparency.

ATTACHMENTS

- 1. Attachment 1 Ōmokoroa Community Board Workshop Notes 30 January 2024
- 2. Attachment 2 Ōmokoroa Community Board Workshop Notes 19 March 2024 📗

ŌMOKOROA COMMUNITY BOARD WORKSHOP

DATE Tuesday, 30 January 2024 at 5.00pm

HELD Ōmokoroa Library and Service Centre

MEMBERS PRESENT P Presland (Chairperson), Member A Hughes, Member B Bell, Cr M Grainger and Cr D Thwaites

STAFF IN ATTENDANCE J Osborne (Governance Advisor)

Topic	Discussion	Action	Outcome
Community Board	The Board wish to collate the focus for them in	Staff are able to collate	No action as of yet.
Focus for 2024 /	2024. To be advertised in The Lizard News.	a Strategic Direction	Staff are still to
Strategic Direction		Document, much like	receive the Board's
		what was done for Te	focuses/strategic
		Puke Community Board,	direction, to be
		to be approved by the	collated.
		Board and published on	
		Council's website.	
Youth Centre - Old	There was potential to set up a youth	No action as of yet.	The Community and
Pavilion	programme in the Ōmokoroa Old Pavilion, or	Chairperson to meet	Strategic
	to use this for a designated purpose.	with Community and	Relationships
	The Chairperson will be meeting with the	Strategic Relationships	Manager advised that
	Community and Strategic Relationships	Manager.	the Chairperson was
	Manager to discuss a potential youth		unable to attend the
	programme.		meeting in the end.

Ōmokoroa Community Board Workshop Notes – 30 January 2024

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	There was a need to start coordinating the		The meeting itself was
	groups within Ōmokoroa.		in relation to
			Community-led
			development in
			Ōmokoroa, with one
			part for that being the
			use of the Old
			Ōmokoroa Pavilion. No
			decisions were made,
			and it was noted that
			the conversations
			relating to use the
			building for a youth
			centre would require
			further discussions
			before anything could
			happen.
Lack of Maintenance	Kaimai Views was an example of this.	N/A	N/A
throughout	There was concern over the levels of service		
Ōmokoroa and in	on the peninsula, but also maintenance within		
developments.	developments (such as plants).		
	The Board needed to have oversight over the		
	planting policies in the peninsula, as well as		
	liaising with Council and developers on		
	suitable plantings.		

Ōmokoroa Community Board Workshop Notes – 30 January 2024

	There was a desire to have an initiative for		
	local contractors to carry out the work in the		
	area (social procurement).		
Ōmokoroa Sports	Availability of Western Avenue Reserve – there	N/A	N/A
and Recreation	was a struggle to keep the fields in a useable		
Society Focuses	state over the Winter months.		
	The Sport and Recreational Society were		
	looking forward to the new stairs going in at		
	the Pavilion.		
Community	The Community Response Plan was going	N/A	N/A
Response Plan	well, and the Community Response Team		
	were eager to spread the message about the		
	plan.		
	The Team was planning to attend the Market		
	Day at the Settlers Hall, and to the market on		
	Friday nights. There was also potential for the		
	Team to attend Doggy Day Out.		
Community Policing	The Community Policing Group opened an	N/A	N/A
Group	office on Hamurana Road. NZ Police had been		
	using this space as required, and there had		
	been an increase in Police presence in the		
	area.		
Neighbourhood	1,100 dwellings were now part of the	N/A	N/A
Support Group	Neighbourhood Support Group.		
Kaimai Ward	The date for the first Kaimai Ward Community	N/A	N/A
Community Forum	Forum was 21 February 2024, and it had been		
	suggested that this be held in Ōmokoroa.		

Ōmokoroa Community Board Workshop Notes – 30 January 2024

Item 9.1 - Attachment 1 Page 18

Kaimai Views	•	Discussions were being held with Friends of	FoKV to attend	N/A
Kuiiiui views		——————————————————————————————————————		IN/ A
		Kaimai Views (FoKV), and the issues with the	Ōmokoroa Community	
		planting and maintenance in the area.	Board meeting on 13	
	•	There was potential for the Community Board	February 2024.	
		to use funding from their reserve account to		
		do one off maintenance in the area, for short		
		term support.		
	•	FoKV would be in attendance at the		
	Community Board meeting scheduled for 13			
		February 2024.		
Various Items	•	Cr Thwaites provided an update on the SH	The Senior Policy Analyst	The Senior Policy
		2/Ōmokoroa Roundabout, the rail crossing,	to provide the Board with	Analyst is scheduled
		Plan Change 92, and the Representation	an update on the	to attend the 19 March
		Review. These topics would be included in the	Representation Review	workshop.
		Councillors report for the Ōmokoroa	at their next workshop.	-
		Community Board meeting on 13 February	·	
		2024.		
Ōmokoroa Pavilion	•	It was understood that the Ōmokoroa Pavilion	Staff to discuss the	Council has
New Steps		Steps project would be undertaken by Council.	project with the Reserves	undertaken this
		This would be investigated by staff and	and Facilities Manager,	project to carry out
		reported back to the Board.	to determine the	and complete, using
		•	'ownership' of the	the funding
			project.	committed from the
			1	Community Board.
	1		1	community board.

The workshop closed at 5.46pm.

Ōmokoroa Community Board Workshop Notes – 30 January 2024

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ŌMOKOROA COMMUNITY BOARD WORKSHOP

DATE: Tuesday, 19 March 2024 at 5.00pm

HELD: Via Zoom

MEMBERS PRESENT: P Presland (Chairperson), Member B Bell, Cr M Grainger and Cr D Thwaites

APOLOGIES: Member A Hughes and Member Greg Neilson

STAFF IN ATTENDANCE C Crow (General Manager Infrastructure Services), G Golding (Governance Manager),

K McGinity (Senior Policy Analyst) and P Osborne (Senior Governance Advisor)

Topic	Discussion	Action	Outcome
Representation	An overview of the Representation Review was	N/A	N/A
Review	provided, including the next steps for Council.		
	Development of the initial proposal followed		
	pre-engagement, noting that this would then		
	go out for formal consultation, which was		
	prescribed through legislation.		
	The amount that it cost to run a Community		
	Board had been included due to it being		
	optional for Councils. Previous feedback spoke		
	to representation through the boundaries, and		
	therefore there needed to be an		
	understanding that if the boundaries were to		
	change, there would be an cost implication.		

Ōmokoroa Community Board Workshop Notes – 19 March 2024

Item 9.1 - Attachment 2

Proposal for a Community Fruit Tree Garden	Minute Action Sheet that was created following	The Chairperson to receive on-going updates from the project	N/A
Curden	the last hui would be closed off.	team, and report on it through the Chairpersons Report.	
Kaimai Views	 The Board had identified this as a priority project. If a decision from the Board was required, in relation to funding, a formal decision report 	The Senior Governance Advisor to follow up with the Transportation Area Engineer to see where	The Transportation Area Engineer advised that a contractor had been appointed and

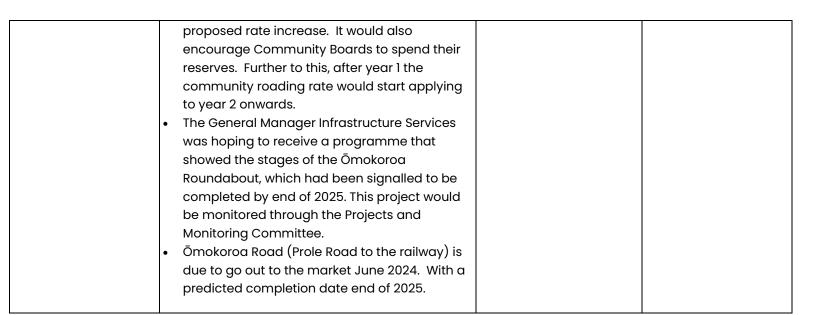
Ōmokoroa Community Board Workshop Notes – 30 January 2024

Item 9.1 - Attachment 2

•	The Transportation Area Engineer was looking into long term maintenance options. An update on this would be received and reported back to the Board at their upcoming hui.		commence within March 2024. His focus would be weed control and garden maintenance within the garden areas. Long term maintenance options were under consideration.
•	The 21 year maintenance contract model	N/A	N/A
•	A S17a review was required to look at the		
	delivery model and structure.		
•	Community Board projects will now be a team		
	approach rather than individuals dedicated to		
	•		
•	<u> </u>		
	•		
	•	 into long term maintenance options. An update on this would be received and reported back to the Board at their upcoming hui. The 21 year maintenance contract model came to an end 1 November 2023. A S17a review was required to look at the delivery model and structure. Community Board projects will now be a team 	into long term maintenance options. An update on this would be received and reported back to the Board at their upcoming hui. The 21 year maintenance contract model came to an end 1 November 2023. A S17a review was required to look at the delivery model and structure. Community Board projects will now be a team approach rather than individuals dedicated to each Board. When the Board identifies a project, it will be sent to the transportation team and a project manager will be assigned. General maintenance will need to be raised as SRs and will be directed to the maintenance team. The Annual Plan Long Term Plan Committee agreed to consult on stopping the community roading rate for year 1 of the LTP. This is to

Ōmokoroa Community Board Workshop Notes – 19 March 2024

Item 9.1 - Attachment 2



The workshop closed at 6.30pm.

Ōmokoroa Community Board Workshop Notes – 30 January 2024

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

File Number: A5970696

Author: Peter Presland, Community Board 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 9 April 2024 titled 'Ōmokoroa Community Board – Chairperson's Report – April 2024' be received.

Additional Tennis/Multi Use Courts at Western Avenue

The Ōmokoroa Tennis Club [OTC] committee has continued to discuss a plan for two additional tennis only courts. They believe there is room for three courts alongside the existing courts with a path between. OTC supports there being two additional tennis courts and then one multi use court alongside the old pavilion.

The Club would be prepared to fund raise for all three courts. In doing so they would like the Council/Board to contribute to the fund raising alongside the OTC.

If feasible this would need some thought as to what facilities will go on this multi-use court in terms of function. For example:

- Is it just a basketball court? If it is more than just a basketball court, then what happens to the basketball poles and nets when another sport is played?
 - Staff Comment: The markings would be for multiple court sports like what has been established at Ōmokoroa Point Primary School. (See <u>Photo's 1&2</u>)
- Would nets be required around this court or is it completely open?
 Staff Comment: Yes, standard court netting fences would be required.
- Does this become a Council court to manage or the perhaps the Ōmokoroa Sport and Recreation Society or even Ōmokoroa Football under a winter sports banner?
 - Staff Comment: This would be subject to negotiation between the parties. Council has an existing agreement in place with the Tennis Club that identifies roles and responsibilities relating to the hardcourt assets and management thereof.

OTC know any decision sets what happens to tennis in Ōmokoroa for probably the next twenty years; it gives tennis the ability to grow alongside the community.

OTC want to work with the council to arrive at a plan. To that end OTC are keen to understand Council's view on this, to give them certainty of their future, in doing so allowing for planning/fundraising to commence.

As Board Chair I support and endorse this approach as it is a win/win.

Staff Comment

The concept plan considers the need for additional carparking. Adding in three courts would impact the availability for off street carparking and compromise the functionality of the space around the recently relocated old pavilion. Staff are not supportive of three additional courts as the new active reserve will cater for future growth.

A business case would be required if the club were requesting Council/Board to contribute funds towards their proposal for three courts. The business case would have to support the need for any investment, based upon proven demand, before Council could consider any funding contribution.

It is noted that consideration will be given to hardcourts at the proposed active reserve on the corner of Ōmokoroa and Prole Road to cater for future growth.

The Council adopted concept plan for Ōmokoroa Sports Ground is contained in the Kaimai Ward Reserve Management Plan (Refer to <u>Photo 3</u>). The concept plan identifies under item 25 the potential for additional hardcourts subject to proven demand.



Photo 1



Photo 2



lestern Bay of Plenty District Council Page 117 25 August 2016

Photo 3

Kaimai Views

Thank you to Councils Transportation Area Engineer and the Council team for the actions taken to date in regard to the maintenance of the common areas. It would be useful to have a situation report on any further action undertaken.

Proposal for a Dog Exercise Area Precious Reserve

I have received an email from the Ōmokoroa Residents and Ratepayers Association regarding the proposed Dog Exercise Area for Precious Reserve. The Association expressed concern over ratepayer funds being used to fund an additional dog exercise area, as well as highlighting the feedback they had received in relation to maintaining Precious Reserve as an area for all, including dog owners.

Staff Comment

Consultation on the proposed location for an Ōmokoroa Dog Exercise Area has now closed. We received a great response to this public engagement. The more feedback we receive, the better informed we are to make decisions.

Currently, staff are working through the submissions and collating feedback. Responses have been categorised into the following categories: Links View Drive Reserve, Precious Family Reserve, supporting either location, suggestions of another location, or not supporting a dog exercise area.

The timeline for the process is:

- April May 2024 Review feedback, confirm outcome of the survey, and refine possible plans/options.
- June July 2024 Final decisions made by Council.

Council has budgeted \$30,000 towards the building of each dog exercise area (through the Long Term Plan 2021-2031) to kick start their creation. This is 80% (\$24,000) from dog registration fees and 20% (\$6,000) from general rates. We will work with the community, external funders, and the Community Boards to source additional funding. Current indicative costings (depending on locations and decisions) were \$72,900 for Ōmokoroa.

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

File Number: A5970715

Author: Murray Grainger, Councillor

Authoriser: Alison Curtis, General Manager Regulatory Services

EXECUTIVE SUMMARY

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

RECOMMENDATION

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

Long Term Plan (LTP)

The Long Term Plan planning has been the main focus of Councillor time of late. It is now at the stage where the items that Council intends to consult the community on are being agreed so that staff can produce the Consultation Document. Once prepared, audited and adopted by Council, this document will be used as the basis for the community consultation from 17 May to 17 June 2024. Because the law requires that the Dog Control and Health Registration fees are adopted by 30 June 2024, these matters have been separately dealt with and will be consulted on ahead of the formal LTP consultation.

Strategy & Policy

The Council has been considering the Speed Management Plan, Waste Management and Minimisation Plan, Public Art Policy and the big one, the Representation Review. Community engagement on the Representation Review was undertaken at the Ōmokoroa Night Market on Friday 22 March.

Plan Change 92

This is basically dealt with now, just awaiting the Minister's decision on the four amendments Council made to the Hearing Panel's recommendations and all the final bureaucratic steps to make this change part of the Operative District Plan.

Projects & Monitoring

This committee decided to keep Te Puna Station Road temporarily closed to traffic and to consult with the community on the final answer on this section of road as part of the LTP consultation.

Audit, Risk & Finance

Both the Sensitive Expenditure and Fraud and Corruption policies have been reviewed, updated and approved by Council.

Dogs

A very successful 'Doggy Day Out' was held at the Western Ave Sports Field on Saturday 16 February 2024. Apart from the fun for the dogs, there was a serious aspect as feedback on the possible location for a fenced dog exercise area was garnered. It will be interesting to see what the final result of this consultation is when it is presented to Councillors.

<u>Ōmokoroa Walkways</u>

The link from Josephine Place to the Ōmokoroa-Tauranga cycleway is almost complete.

The construction of the Parkland Rise - Holyoake Terrace - Lynley Park Drive is well underway with the zig-zag down from Holyoake Terrace towards Lakeside Terrace already concreted.

9.4 OMOKOROA COMMUNITY BOARD GRANT APPLICATIONS - APRIL 2024

File Number: A6083669

Author: Pernille Osborne, Senior Governance Advisor

Authoriser: Greer Golding, Governance Manager

EXECUTIVE SUMMARY

The Ōmokoroa Community Board is required to make a decision regarding applications for Community Board Grant Funding. Two applications have been received.

The application and supporting information relating to the Community Board Grants have been forwarded to members separate to this agenda.

RECOMMENDATION

- That the Senior Governance Advisor's report dated 9 April 2024 titled 'Ōmokoroa'
 Community Board Grant Applications April 2024' be received.
- 2. That the Ōmokoroa Community Board approve the grant application from Public Art Ōmokoroa Incorporated for \$............ 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.

Or

That the Ōmokoroa Community Board do not approve the grant application from Public Art Ōmokoroa Incorporated.

3. That the Ōmokoroa Community Board approve the grant application from the Ōmokoroa Settlers Hall Incorporated for \$............... 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 Grants Account, subject to all accountabilities being met.

Or

That the Ōmokoroa Community Board do not approve the grant application from the Ōmokoroa Settlers Hall Society.

BACKGROUND

1. The Ōmokoroa Community Board has funding of 12,000 available for the disbursement to community organisation for the 2023/2024 financial year. The balance as of 9 April is \$9,630.

2. **Public Art Ōmokoroa Incorporated** has submitted an application for funding of \$3,500 for the re-design and repair work to the Kinetic Godwits Sculpture and Whakawhanaungatanga and Community awareness initiatives.

Kinetic Godwits sculpture at Cooney Reserve

Due to a number of unprecedented cyclones and storms which have caused damage to the sculpture, some unexpected re-design and repairs are required.

Whakawhanaungatanga, and Community awareness initiatives

Some 'seed funding' would allow them to conduct necessary relationship building activities with the new leadership team of Pirirākau, since relationships of trust are paramount in working with tangata whenua in the planning, design, and implementation of Public Art Policies.

3. **Ōmokoroa Settlers Hall Society** has submitted an application for funding of \$50,404.50 for the building of a large deck area at the back of the Ōmokoroa Settlers Hall. It was noted that this area is currently grassed, unused and mainly inaccessible. The desire is to create 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 community.

ENGAGEMENT, CONSULTATION AND COMMUNICATION

Interested/Affected Parties	Completed/Planned Engagement/Consultation/Communication	
Public Art Ōmokoroa Incorporated	The applicant will be advised of the outcome of their respective Grant Application.	ned
Ōmokoroa Settlers Hall Society	The applicant will be advised of the outcome of their respective Grant Application.	Planned

FUNDING/BUDGET IMPLICATIONS

Budget Funding Information	Relevant Detail	
Community Board Grant Funds	,	ard will consider applications for distribution of re the end of the financial year. \$12,000
	Current Balance	\$9,630

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

File Number: A5970758

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 9 April 2024 titled 'Ōmokoroa Projects and Operations Report – April 2024' be received.
- 2. That the Ōmokoroa Community Board approve up to \$30,000 from the Roading Account for costs relating to the supply and installation (including power supply connection for 3 x cyclops illuminated bollards **Attachment 1** of this report) which are proposed to be located within the garden area on the Esplanade, Ōmokoroa, adjacent to the Ōmokoroa Boat Club.

OR

That the Ōmokoroa Community Board approve up to \$20,000 from the Roading Account for costs relating to the supply and installation (including power supply connection for a long arm streetlight **Attachment 2** of this report) which is proposed to be located within the garden area on the Esplanade, Ōmokoroa, adjacent to the Ōmokoroa Boat Club.

ROADING ACCOUNT

Ōmokoroa Community Board Roading Current Account			
Current Account Opening Balance 1 July 2023			
Allocation for 2023/24			
Interest for 2023/2024			
Subtotal			
Committed Projects	Status	\$	
Goldstone Road Car Park	Complete	\$11,066.90	
Ōmokoroa Boat Club Embankment Fencing Complete			
Committed Projects Total			
Forecasted Current Account Closing Balan	Forecasted Current Account Closing Balance 30 June 2024		

PROJECT UPDATES - ROADING

THE OLD LIBRARY ŌMOKOROA (TOLO) CYCLE RACKS			
Project Description	Staff Comment/Update	Progress Level	
The Board resolved to fund the installation of five cycle racks within the TOLO block on McDonnell Street.	The bike racks have now been established and seem to be well utilised.	Completed.	

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 have been presented with quotes in relation to the additional street lighting options (Attachment 1). Two resolutions have been included in this report for the Boards consideration.	In progress.		

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.	The Transportation Area Engineer has advised that the footpath installation at this location would be problematic with consideration to the amount of excavation, requirements for retaining existing established trees within a narrow berm. Expected costs were significant, and therefore the Board was asked to determine if the costs were justifiable against the benefits.		

FRIENDS OF KAIMAI VIEWS				
Meeting Date	Description	Latest Update		
February 2024	Representatives from Friends of Kaimai Views (FoKV) were in attendance to speak regarding maintenance and roading concerns within Kaimai Views.	The Transportation Area Engineer advised that a contractor had been appointed and was expected to commence within March 2024. His focus would be weed control and garden maintenance within the garden areas. Long term maintenance options were under consideration. This MAS has now been closed off, however regular updates will be provided through this report.		

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 May 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 by the Government. The project involves urbanisation of the section of Prole Road from Ōmokoroa Road to Waipapa Road with new pavement, kerbing, pedestrian/cycleway facilities, drainage, lightings, landscaping, and plantings.	 Construction is progressing well, with significant progress has been made to date. Construction works are currently focused on the Western end, with stormwater infrastructure currently under construction, and water and power being complete. On the Eastern side the works programme is due to start in approximately 2 months' time. Completion estimated towards the end of April 2025. 	In progress.

NEW SOUTHERN INDUSTRIAL ROAD		
Project Description	Staff Comment/Update	Progress Level
Ōmokoroa Industrial Road design and construction.	 The general design layout is underway to progress procurement and works occupation. Contractor HEB has established a construction compound on Council property (491 Omokoroa Road), adjacent to the planned Industrial Road. Enabling earthworks have commenced on the Omokoroa SH2 intersection site. The temporary overhead power line relocations and undergrounding designs are expected prior to the next earthworks season. 	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.	The design is expected to be completed towards the end of May 2024, whereafter the tender process for construction will commence.	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.

PROLE ROAD TO PAHOIA WALKWAY/CYCLEWAY		
Project Description	Staff Comment/Update	Progress Level
Construction of a cycleway suspension bridge across the Waipapa Stream.	Aspects of the draft license remain to be clarified with KiwiRail, however this is not expected to hinder public access when finally enabled along Prole Road. Staff expect that by June/July 2024, temporary public access between Pahoia and Ōmokoroa will be enabled from the suspension bridge, up Prole Road to Hartford Avenue and Kaimai Views. The remainder of Prole Rd works are not expected to be completed this year so the "temporary" route will provide some relief. Public messaging about this will be prepared once further details are known.	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.	In progress.

COONEY RESERVE - BIRD HIDE		
Project Description	Staff Comment/Update	Progress Level
Installation of board walk, and bird hide at Cooney Reserve.	The dead/dying Norfolk Pines have been removed and area landscaped. The Bird Hide was progressing well with the installation of decking taking place.	In progress.

JOSEPHINE PLACE TRAIL CONNECTION		
Project Description	ject Description Staff Comment/Update	
Connection of Joesphine Place to the Ōmokoroa to Tauranga Cycleway.	Joesphine Place shared path connection to the main trail is nearing completion – this included the installation of a keystone block retaining wall and substantial drainage to mitigate/lessen the risk of future slope/trail failure from high rainfall weather events.	In progress.

HOLYOAKE DRIVE RESERVES – WALKWAY CONNECTIONS TO ADJOINING STREETS		
Project Description	Staff Comment/Update	Progress Leve
Connection of Holyoake Drive to surrounding streets with walkways.	Pricing was acceptable (through an existing contract) therefore construction has now commenced and is expected to be completed by the end of May 2024, subject to weather. The yellow paths will be black oxide tinted concrete 2.5m wide and the orange path will be a narrower compacted gravel trail.	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.	There are no further updates in relation to this project. Staff continued work with the Consents team towards obtaining a Building Code of Compliance. It is appreciated that members of the community have an interest in the building however we need to ensure that the building has a code of compliance before any community group can occupy and use the building	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.		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.	The Reserves Consultant checked all the signs at the reserve to try and ascertain the issue raised, however nothing of consequence stood out. Clarification was sought; however, no feedback was received. The Board is asked to provide some more information in relation to this request to allow further progress.	

	ŌMOKOROA BOAT CLUB – LEASE OF SCOUT DEN			
Meeting Date Description Latest Update				
April 2023	Leasing of Scout Den to interested parties.	This MAS can be closed off due to be reporting on as an on-going project.		

PROJECT UPDATES - OPERATIONS

UPDATE ON RESC	DURCE RECOVERY TRIAL AT KATIKATI RECYCLE CENTRE WITH CHROME COLLECTIVE	
Project Description	Staff Comment/Update	Progress Level
A feasibility study into Community-led Resource 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 establishment of a resource rover centre at the Katikati site.	The resource recovery trial started on Thursday, 7 March 2024. More than 400 vehicles visited the centre over the first two open days and 2.5 tonnes of reusable goods were dropped off during this time. Traffic management was in place for the first two days to assist customers with the new lay-out that ensured a smooth flow of vehicles. Feedback on the trial from customers is very positive and everyone we spoke to was happy to have a place for re-usable goods to go to and that the proceeds from upcycling or dismantling items, will benefit the local community. A couple of customers were concerned about the recycling area now being without cover from the elements. With most households in Katikati having kerbside recycling and glass collections, customers can choose to hang on to excess recycling if the weather is unfavourable. Greenwaste is also now assessed and paid for when customers enter the site, and this is working well.	In progress.
	Council staff and the Crome Collective crew are working in tandem to provide a positive experience to our customers. The implementation of the trial is the culmination of two years of undertaking a feasibility study, consulting, and working with our local community groups to establish Community Resource Recovery Centres in our district. Doing this ensures that our Council provide opportunities to divert resources from landfill as per our Waste Management and Minimisation Plan's vision. The trial runs for six months until September 2024.	

EMERGENCY MANAGEMENT			
Project Description	Staff Comment/Update	Progress Level	
Support the Ōmokoroa	Work has continued to support the Ōmokoroa Community Emergency	In progress.	
	Response Team in promoting local hazards to enable the wider community to		
event of an Emergency.	anticipate risk, limit impact and have the necessary information to be better		
	prepared.		
	Emergency Management staff attended the Ōmokoroa Community Market		
	supporting the Ōmokoroa Community Response Team to promote personal		
	and household preparedness information.		
	Emergency Management staff presented information on emergency		
	preparedness to Ōmokoroa Country Estate also supported by members of the		
	Ōmokoroa Community Response team in early February. The council's		
	Community Resilience Advisor also visited Ōmokoroa Top 10 Campground and		
	Ōmokoroa School to distribute emergency preparedness material.		

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**.

- Local Roads ALL Cesspit/Grill/Gutters
 & Drains (sealed road) Replacement/Maintenance Asset
 Requests
- Reserve and Properties Cycleways on reserves not on Roads.
- Water Emergency Shutdown
- Engineering General Enquiries
- Stormwater Flooding open drain/culvert-raining only

- Consents administration General enquiries
- Local Roads Road Surface Defects -SEALED LOCAL RD
- Reserve and Property Plumbing: Toilets/Taps/Waitui/Irrigation

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

- Local Roads Barriers and Rails -Replacement/Maintenance Asset Requests
- Local Road General/Miscellaneous
- Reserve and Property Reserve Signs
- Water Water pressure too high or low
- Communication and Strategy –
 General Enquiries
- Local Rds-NON-URGENT tree requests -Request for trimming or removal of fallen tree/branch
- Road Management Local Road SignsRequest for new/additional
- Water Revenue General enquiry/call back

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
Abandoned Vehicles	Reports from The Esplanade and other areas in the Ōmokoroa.	8	0
All Water Leaks	Areas across The Esplanade Harbour View and other areas in Ōmokoroa.	17	0
Building Warrant of Fitness Enquiries	General enquiries from the public across the Ōmokoroa Area.	38	0
Building Administration Enquires	All general enquiries from across the Ōmokoroa Area	1	1
Compliance and Enforcement General	Reports from The Esplanade and Margaret Drive in Ōmokoroa.	3	0
Complaints about Freedom Camping affecting Reserves/Roads	Across Ōmokoroa	4	0
Cycleways on Reserves	Reports from across Ōmokoroa	2	1
Damaged Bin – Replace/Repair	Enquiries from across the Ōmokoroa Area	11	2
Duty planner Queries	Reports from Kayelene Place and across the Ōmokoroa area	6	0
Health – General Matters/Enquiries	Enquiries from the Ōmokoroa Community Area	5	3
Local Road – General/Miscellane ous	Reports from Lynley Park and Harbour View Road	4	0

	T	1	
Reserves – Harbour Structures	Reports from Sentinel Avenue and Pioneer Crescent	1	1
Kerbside General Enquiry	Reports from Margaret Drive, The Esplanade and Links View Drive	2	1
Kerbside Debris from Collection	Reports from Hamurana Road and Margaret Drive	2	0
Kerbside – New Property	Reports from Ridge Drive and Ōmokoroa Road	1	1
Local Road – Lighting Replacement/Maint enance	Reports from Ruamoana Road and across the Ōmokoroa area	8	0
Litter Bins/Dumping on Reserves	Across the Ōmokoroa area	10	6
Local Roads Non- Urgent Tree Requests	Across the Ōmokoroa area	3	0
Kerbside Lost/Stolen Bins	General enquiries from across the Ōmokoroa area	7	3
Kerbside Missed Collection	Reports from Hamurana Road and Link View Drive	2	1
Mowing and Vegetation (not trees)	Requests from Anderley Avenue and Ridge Drive	2	0
Noise Complaints – After Hours	Enquiries from Western Avenues in Ōmokoroa	2	0
Noise Complaint – Daytime	Enquiries from the Ōmokoroa Community	10	1
Parking Query	Reports from Western Avenue and Hauhake Lane	3	0
Plumbing – Toilets/Taps/Irrigati on	General enquiries from across the Ōmokoroa area	1	1
Resource Consent Compliance	General enquiries and callbacks from the Ōmokoroa Community	1	1

Reserves Buildings/Roads/tra cks/Furniture	Reports from Serenity Drive and Bridle Way in Ōmokoroa	0	2
Reserves General	Reports from Ōmokoroa Road, Serenity Drive and Hamurana Road.	2	1
Reserves – Request for Information	Across the Ōmokoroa area	2	1
Sealed Local Road Surface Defects	Enquiries from across the Ōmokoroa community area	4	0
Wastewater Sewage Overflow/Spill	Reports mostly from Tipene Drive and some from Lynley Park	4	0
Compliance – Signage	Enquiries from all across the Ōmokoroa Area	7	0
Reserves and Properties (Trees only)	Reports from The Esplanade and Tinopai Drive in Ōmokoroa	2	0
Stormwater – Urban Stormwater General	Compliments from Flounder Drive and Washingtonia Way	2	0
Local Road – vegetation mowing (not trees)	Reports from Anderley Drive and Ōmokoroa Road	1	2

MATTERS ARISING FROM PREVIOUS COMMUNITY BOARD MEETINGS (NOT MINUTE ACTION SHEETS)

This section relates to any matters arising from prior Community Board meeting where a Minute Action Sheet was not raised.

Date raised	Matter/Issue	Comment
November 2023	Anderley Avenue – Stormwater Concerns Staff would investigate options for drainage enhancement on Anderley Avenue.	No change in relation to this issue. The Transportation Area Engineer would assess the drainage, noting that it would not be an easy fix, and the Board did not have a funds available.

ATTACHMENTS

- 1. Attachment 1 Quote for Bollards U
- 2. Attachment 2 Quote for Street Light U

22September 2021



Horizon Services Limited trading as Horizon Networks

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www.horizonnetworks.nz

Thursday, 15 February 2024

Western Bay of Plenty District Council 1484 Cameron Road, Tauranga

Attention: Ashley Hall

Dear Ashley,

REFERENCE SLOT01169

QUOTATION: SLOT01169 - WBOP - 1 THE ESPLANADE, OMOKOROA

Horizon Networks thanks for the opportunity to provide you with a lump sum quotation for the work described below for the above referenced project.

Our quotation is based on the following reference information and documents:

- AS/NZS3000:2007 Wiring Rules
- Site visits (if any) and customer supplied plans

Description of the work included:

- 1. Supply and Install 3 Cyclops Bollard Lights
- 2. Thrust Power Supply from Powerco Owned Asset
- 3. Traffic Management
- 4. Test and Liven

Our price for the above scope of works is \$23,642.26 excluding GST.

Table 1 provides the cost breakdown and further details as to how this price has been calculated. Our fixed, lump-sum price is based on the scope of work and any assumptions and qualifications set out in this letter. We reserve the right to adjust our price if the scope of work changes or any assumption proves to be incorrect.

This quotation is open for acceptance by you for thirty days (30) from the date of this letter, unless it is withdrawn by us prior to that date.

A member of the Horizon Energy Group

TAGS, ASSUMPTIONS and EXCLUSIONS

- Isolating, relocating, or repairing other services such as gas or water lines.
- Connection costs or other charges you may incur from your electricity retailer.
- Any additional work required due to problems we encounter that we could not reasonably have foreseen, such as underground obstacles, site-specific geotechnical conditions or requirements to repair existing assets, including any rework, or re-inspection [due to unforeseeable electrical inspection test results]
- Any costs required to secure land access necessary to undertake the work and/or maintain network assets (such as legal easements if required).

TABLE 1: COST BREAKDOWN

#	WORK DESCRIPTION	PRICE EXCLUDING GST	PRICE INCLUDING GST
1.	Labour and Plant	\$5,440.96	\$5,958.10
2.	Materials – 3 x Cyclops Bollards	\$5,019.30	\$5,772.20
3.	Materials – Cable, Joint, Fusing etc	\$1,170.00	\$1,345.50
4.	Thrust Option 1 – Road Crossing	\$7,072.00	\$8,132.80
5.	Traffic Management – 2 Days	\$4,940.00	\$5,681.00
6.	TOTAL COSTS	\$23,642.26	\$27,188.60

WORKS PROGRAMME:

If you wish to accept this quotation, please sign the acceptance section below and email a copy to stacey.flintoff@horizonnetworks.nz.

We will issue you an invoice for the deposit required and once payment is received, we will schedule the works with the field staff to start planning and book in a proposed start date. During these discussions, you will be advised of any material and equipment (long lead items etc.) that may be required to complete the works.

Our price has been calculated based on the assumption that we will have good access to the site for our personnel, equipment, and vehicles we need to undertake the work during normal working hours. We have also assumed that we will be given sufficient notice to arrange for our work to start and that we will have a reasonable timeframe within which to complete it that does not require urgent or after-hours work.

We have assumed that the work will be completed within 3 months of the date of this letter if there are no long lead items (material) highlighted in the Description of works on page 1. Any delays beyond that date may result in cost increases and additional charges (for example due to increases in the cost of equipment, materials, or labour required to complete your work).

A member of the Horizon Energy Group

Page 3 of 7

PAYMENT TERMS:

You are required to pay:

• The final payment of \$23,642.26 plus GST is due on the 20th of the month following invoice, or before commissioning - whichever is earlier.

Please see

TABLE 2 the required amounts (TABLE 2) payable inclusive of GST of this quote.

Refer to Schedule 1 for our full Terms of Trade is attached for reference.

VARIATIONS:

All variations will be discussed and agreed upon with you before the variation work is undertaken. Horizon Networks reserves the right to alter the final project price if the following occurs:

- A change in customer requirements occurs (scope change) Horizon Networks requires any customer variation to the work to be made in writing.
- Costs incurred for undertaking works that are over and above that included in this quotation for example, the striking of rock where easy digging was assumed; and
- Submissions or objections received from Roading Authorities, Horizon Networks, Regional or District Councils, Transpower, Spark, or other authoritative agencies that may alter the cost of the project after this quotation has been offered and accepted.

For any inquiries regarding this quotation, please contact the undersigned.

Yours Sincerely

Stacey Flintoff
Streetlight Manager
stacey.flintoff@horizonnetworks.nz

A member of the Horizon Energy Group

Page	4	of	
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ACCEPTANCE

SIGNED BY:

Date:

I/We accept the quotation for SLOT01169 - WBOP - 1 THE ESPLANADE, OMOKOROA

I/We agree to pay the necessary costs as highlighted in the fees and contributions section of this quotation.

TABLE 2: PAYMENT(S) DETAILS

REQUIRED PAYMENTS	PRICE INCLUDING GST
Payable by the 20 th of the month following invoice or prior to livening/commissioning/decommissioning	\$27,188.60
TOTAL FOR PROJECT	\$27,188.60

I/We declare that I/we have read, understood, and accept the terms set out in this quotation and the Terms of Trade provided in schedule 1.

Please sign this quotation acceptance and return it to us via email at stacey.flintoff@horizonnetworks.nz

Signed: Name: Date: WITNESSED BY: Signed: Name:

Reference: SLOT01169

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SCHEDULE 1 – TERMS OF TRADE

1 General

- 1.1 All Goods and/or Services provided to the Customer by Horizon are subject to the following terms and conditions ("Terms"). These Terms, together with any credit application or works requisition or similar order form constitute the entire agreement ("agreement") between the Customer and Horizon for the Goods provided and/or Services performed.
- 1.2 Any amendments to these Terms must be agreed by Horizon in writing.
- 1.3 If any provision of these Terms is invalid or unenforceable for whatever reason, the remaining provisions shall remain in full force and effect.
- 1.4 If the Customer is a company or trust, each director or trustee (as the case may be) of the Customer who signs these Terms warrants that he/she is authorised to enter the contract on behalf of the Customer.
- 1.5 If anything in these Terms is inconsistent or conflicts with any provision of any credit application form or other document between the parties, these Terms shall prevail.
- 1.6 The Customer must not assign or transfer any of their rights or obligations under this Agreement to any other person.
- 1.7 If, at any time, Horizon does not enforce any of these Terms or grants the Customer time or other indulgence, Horizon will not be construed as having waived that term or its rights to later enforce that or any other term.
- 1.8 These Terms are subject to and governed by the laws of New Zealand.
- 1.9 If the Customer orders or accepts Goods or Services, the Customer will be deemed to have accepted these Terms.

2 Definition:

- 2.1 In these Terms and in any credit application or works requisition or similar form:
 - "Horizon" means Horizon Services Limited and includes any trading division as part of Horizon Services Limited that supplies Goods and/or Services to the Customer.
 - "Customer" means the Customer named on any credit application form, works requisition or similar order form, and includes any part placing an order with Horizon.
 - "Goods" means all goods or chattels provided by Horizon to the Customer.
 - "Services" means all services provided by Horizon to the Customer.
- 2.2 Headings are used as a matter of convenience only and shall not affect the interpretation of these Terms.

3 Use of Information

- 3.1 For the purposes of facilitating the administration of Horizon business, the Customer authorises Horizon:
 - 3.1.1 To collect all information it may require about the Customer from any third parties and authorises those third parties to release that information to Horizon.
 - 3.1.2 To hold all information given by the Customer or any third party to Horizon; and
 - 3.1.3 To use that information including giving the information to any other person to facilitate collection of debts from the Customer.
- 3.2 The information will be collected, held, and used on the condition that:
 - 3.2.1 It will be held securely at the Horizon Offices referred to on the credit account application, works requisition or similar order form and/or Horizon invoice.
 - 3.2.2 It will be accessible to any of Horizon employees and agents who need access to it for the administration of Horizon business; and
 - 3.2.3 The Customer may request access to and correction of it at any time.

4 Price and Quotations

- 4.1 Unless otherwise expressly stated, all prices will be those applying at the date of delivery and will include freight charges.
- 4.2 Unless otherwise stipulated in writing, the price of all Goods and Services excludes any amount payable in respect of GST, which will be paid by the Customer in addition to the price.
- 4.3 Quotations are based on cost of labour, materials and equipment, freight and variable and fixed expenses and, where appropriate, rates of currency exchange operating at the date of quotation. Any increase in the cost to Horizon which may occur between the date of quotation and delivery shall be payable by the Customer and any such increase shall include a pro rata increase in Horizon profit margin.
- 4.4 Any variation in the quantity of Goods supplied to the Customer after the date of the quotation shall be at the Customer's expense.

 The Goods shall be priced at either the price applicable to the original quantity under the quotation or such other price as Horizon may determine in its absolute discretion.
- 4.5 For a quotation to be binding on Horizon, it must be accepted in writing by the Customer within 30 days of the date of the quotation.
- 5 Payments

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- 5.1 All Goods and Services must be paid for in full on delivery or completion unless the Customer has applied and, at Horizon's absolute discretion, been accepted for credit by Horizon in which case the following applies:
 - 5.1.1 If the quoted amount is less than \$5,000 then.
 - i. A deposit prior to work proceeding on acceptance of quote, after all consents have been approved.
 - ii. The remaining amount is due within 7 days following invoice.
 - 5.1.2 If the quoted amount is more than \$5,000 then.
 - i. A deposit prior to work proceeding on acceptance of quote, after all consents have been approved.
 - ii. The remaining amount is due within 14 days following invoice.
- 5.2 Horizon may, however, in its absolute discretion, allow payment on some other basis specified in writing by Horizon.
- 5.3 Payment must be made by the due date by way of cleared funds in full without deduction, counterclaim or set off whatsoever.
- 5.4 Unless otherwise agreed in writing the amount payable shall be that shown on the Horizon invoice.
- 5.5 If the Customer disputes any or all of an amount contained in an invoice, the Customer will:
 - 5.5.1 Immediately notify Horizon of the dispute and provide reasons for the dispute.
 - 5.5.2 Pay the full amount of the Invoice including the disputed amount by the due date specified in the invoice; and
 - 5.5.3 Negotiate in good faith with Horizon to resolve the dispute.
- 5.6 If payment is not made by the due date Horizon may, without prejudice to its other remedies, charge the Customer default interest on the unpaid amount at a rate equal to 2.5% per month on the outstanding balance.
- 5.7 Horizon may deduct or withhold any amount (whether by way of counterclaim, set-off or otherwise) from any money owing by Horizon to the Customer on any account whatsoever.
- 6 Delivery
- 6.1 If the price of any Goods includes the costs of delivery, unless otherwise agreed by Horizon prior to delivery, the price of the Goods includes the costs of delivery of the Goods by the usual methods of transportation used by Horizon, between the hours of 7.30am and 5pm Monday to Friday (excluding statutory holidays). Horizon may, if the Customer requests, arrange for Goods to be delivered by other means or at other times, but will be entitled to charge the Customer for any additional costs that Horizon may incur.
- 6.2 Horizon will endeavour to have the Goods delivered on the agreed delivery dates but will not be held liable for late delivery. Late delivery does not entitle any Customer to cancel any order or part order.
- Delivery will be deemed to have been made when Goods arrive at the delivery point agreed with the Customer or if the Customer is to arrange delivery of the Goods, when the Goods are available for collection by the Customer. The Customer or its authorised representative must sign Horizon's copy of the delivery docket or packing slip before the Goods are unloaded or collected.
- 6.4 All claims for errors in delivery or for Goods damaged in transit must be made to Horizon within two days of delivery in respect of Goods delivered by courier, and within seven days of delivery in respect of Goods delivered by any other means or Goods collected by the Customer, and in accordance with the procedures advised by Horizon from time to time.
- 6.6 If the Customer fails or refuses to take delivery of any Goods at an agreed delivery time, Horizon may (without limiting any other rights or remedies Horizon may have) charge the Customer for any expenses or additional costs incurred by Horizon because of delay.
- 7 Default
- 7.1 If the Customer fails to make payment on any invoice when due or becomes insolvent, commits an act of bankruptcy, is adjudicated bankrupt or makes any composition or arrangement with creditors or being a company goes into liquidation whether compulsory or voluntary other than for the purpose of and followed by amalgamation or reconstruction, or has a receiver appointed of any part of its business or assets then Horizon reserves the right, and the Customer agrees that Horizon is entitled:
 - 7.1.1 To treat all sums due or to become due from the Customer whatsoever as immediately due and payable.
 - 7.1.2 To immediately cancel or suspend delivery of Goods and the provision of Services.
 - 7.1.3 By its agents to enter onto the Customer's premises where the Goods may be installed or stored and to search for and remove and take possession of the Goods without being in any way liable to the Customer or anyone claiming under it for so doing; and
 - 7.1.4 To withhold the further supply of Goods and Services on credit.
- 7.2 Any expenses, disbursements and legal costs incurred by Horizon in the enforcement of any rights contained in these Terms shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.
- 8 Security and Title
- 8.1 Horizon retains legal and equitable title to any Goods supplied to the Customer until full payment is made for the Goods and all other Goods and Services supplied by Horizon.
- 8.2 Notwithstanding that ownership of any Goods may remain with Horizon; all risk in relation to any Goods supplied will pass to the Customer on delivery.

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- 8.3 The Customer gives irrevocable authority to Horizon to enter any premises occupied by the Customer, or any other party on which Goods and Services are situated, at any reasonable time after default by the Customer, to remove and repossess any Goods, and to sell those Goods if necessary to recover unpaid monies.
- 8.4 The Customer grants Horizon a "security interest" for the purposes of section 36(b) of the Personal Property Securities Act 1999 (the PPSA) in all present and after acquired Goods as security for the Customer's obligations to Horizon.
- 8.5 The Customer is to execute documents and do such further acts as may be required by the Company to register the "security interest" granted to Horizon under these Terms under the PPSA.
- 8.6 Until ownership of the Goods passes, the Customer waives its right under the PPSA:
 - 8.6.1 To receive a copy of any verification statement.
 - 3.6.2 To receive a copy of any financing charge statement.
 - 8.6.3 To receive any notice that Horizon intends to sell the Goods or to retain the Goods on enforcement of the "security interest" granted to Horizon under these Terms.
 - 8.6.4 To object to a Horizon proposal to retain the Goods in satisfaction of any obligation owed by the Customer to Horizon.
 - 8.6.5 To receive a statement of account on sale of the Goods.
 - 8.6.6 To redeem the Goods: and
 - 8.6.7 Where any Goods become an "accession" (as defined in the PPSA), to not have any Goods damaged when Horizon removes the accession, to receive notice of the removal of the accession and to apply to the court for an order concerning the removal of an accession.

9 Credit

- 9.1 Horizon may review, limit, vary or withdraw credit at any time without liability to the Customer.
- 9.2 If Horizon shall at any time deem the credit of the Customer to be unsatisfactory, it may require security for payment in a form satisfactory to Horizon in its absolute discretion and may suspend performance of its obligations under the agreement until the provision of such security.

10 Exclusion and Limitation of Liability

- 10.1 Except as expressly provided in these Terms, all warranties, undertakings, inducements, or representations whether express, implied, statutory or otherwise relating in any way to the Goods, Services or to these Terms are, to the maximum extent permitted by law, expressly excluded.
- 10.2 Nothing in these Terms limits any rights the Customer has under the Consumer Guarantees Act 1993 ("Act") and these Terms must be read subject to those rights.
- 10.3 Where these Terms would otherwise be subject to the Act and the Customer is acquiring the Goods and/or Services supplied by Horizon for business purposes, the Customer agrees that the Act will not apply.
- 10.4 Except where applicable law expressly requires otherwise, Horizon is not liable in any event for any special, indirect, or consequential damage, loss or injury of any kind, or for any loss of business, profit, data or anticipated savings, suffered by the Customer or any other person, however caused, even if Horizon had been advised of the possibility of such damage, loss or injury.
- 10.5 Insofar as Horizon may be liable, the maximum liability of Horizon, whether in contract, tort (including negligence), equity, under statute or otherwise for any loss, damage or injury arising directly or indirectly from any breach of Horizon's obligations under the agreement is, except where applicable law expressly requires otherwise, limited, at the option of Horizon, to any one or more of the following:
 - 10.5.1 If the breach relates to Goods:
 - (a) The replacement of the Goods or the supply of equivalent Goods.
 - (b) The repair of such Goods.
 - (c) The payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
 - (d) The payment of the cost of having the Goods repaired; and
 - 10.5.2 If the breach relates to Services:
 - (a) The supplying of the Services again; or
 - (b) The payment of the cost of having the Services supplied again.
- 10.6 Horizon is not liable for any failure or delay in performing an obligation in these Terms if it is due to a cause reasonably beyond its control.

A member of the Horizon Energy Group

CYCLOPS - SINGLE SIDED

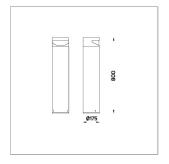
BOLLARDS



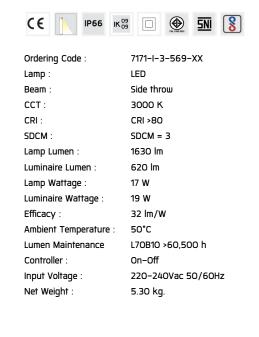




CYCLOPS family is an innovative walkway lighting solution with shielded light sources. Delivering light exactly where it is needed without disruptive glare. Operated with multiple LED with built in heat sink. The light is precisely controlled by carefully designed lenses and is directed onto the illuminated surface. The vandal resistant clear polycarbonate cover protects the bollard from harmful impact, dust and water. CYCLOPS is available in two sizes and two heights with 180 and 360-degree light distribution. CYCLOPS can be installed in residential areas, walkways, parks, commercial areas and open spaces. It provides illumination for modern architectural environment as well as being an eye-catching object. Pre-wired cables and a twist-locking mechanism ensure an easy installation. CYCLOPS can be customized to required heights and an anchorage unit for concrete foundation is available as an accessory.



Technical Data



Ordering code guide

B D |

XXXX-X-X-XXX-XX

A Product Code
B Reflector
C Electrical Component
D Lamp
E Color

Icon definition

*Due to the constancy of product development, we reserve the right to alter all specification without prior notice.

Unilamp Co., Ltd.
461 Ramintra Road, Kannayao, Bangkok 10230 Thailand
Tel: +66[0]2 943 2420-1, +66[0]2 946 4170-1
Fax: +66[0]2 943 2419
online@unilamp.co.th
www.unilamp.co.th

CYCLOPS - SINGLE SIDED

BOLLARDS

LAST UPDATE: 08-11-2023



Specification

Coating Process

IEC Standard IEC 60598-1 General Requirement

IEC 60598-2-1 Fixed Luminaires

Protection

IK Rating Protection against mechanical impact IKO9 on body and optical part. Luminaires Body Housing High-pressure Die Cast Aluminium alloy body and components. Extruded Aluminium S6063 alloy body with low copper content.

Nano Ceramic surface conversion, resistant to corrosive environment. Luminiare primarily coated with epoxy resin and top coated

with UV stabilized polyester powder and cured in digital temperature controlled chamber at 200°C.

Diffuser Self-extinguishing high impact resistant clear polycarbonate diffuser with UV stabilized additive.

Lens Molded PC lens from renowned manufacturers in various light distribution patterns. Gasket Weather resistant silicone gasket. Working temperature -40°C to +200°C.

External Screws External screws are in stainless steel with protection grease.

Cable Entry Cable entry protected by weather proof grommet. To be used with HO5RN-F/ HO7RN-F cable with 6-13mm. diameter. I ed

High efficiency LED module utilized chips from world renowned manufacturer. Assembled on MCPCB and mounted on to heat

Driver High quality constant current LED driver. Conform to safety standard and electromagnetic compatibility standard. Internal Wire Tinned copper conductor with silicone insulated internal wire. IMQ approved. Working temperature -40°C to +180°C.

Terminal Block Terminal block in GFR PA6.6 for cable with cross section up to 2.5 sqmm. VDE approved.

Pre-Wire Cable Pre-wired with 2x1.0 sqmm. HO7RN-F neoprene cable. IMQ approved.

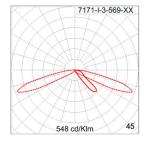
Equipped with anti-humidity kit.

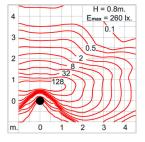
Installation work has to be carried on according to the enclosed installation manual. Caution

Color



Light Distribution





*Due to the constancy of product development, we reserve the right to alter all specification without prior notice.

Unilamp Co., Ltd. 461 Ramintra Road, Kannayao, Bangkok 10230 Thailand Tel: +66(0)2 943 2420-1, +66(0)2 946 4170-1 Fax: +66[0]2 943 2419 online@unilamp.co.th www.unilamp.co.th

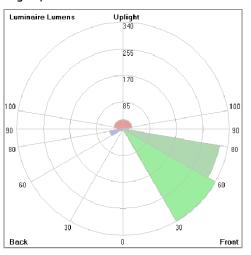
CYCLOPS - SINGLE SIDED

BOLLARDS

LAST UPDATE: 08-11-2023



Bug Report



Lum. Classification System [LCS]				
LCS	Zone	%Lumens	%Lamp	%Lum
FL	[0-30]	0.4	0.0	0.1
FM	[30-60]	339.7	20.8	44.7
FH	[60-80]	311.3	19.1	41.0
FVH	[80-90]	12.1	0.7	1.6
BL	[0-30]	0.1	0.0	0.0
BM	[30-60]	8.3	0.5	1.1
BH	[60-80]	41.9	2.6	5.5
BVH	[80-90]	1.9	0.1	0.2
UL	[90-100]	15.9	1.0	2.1
UH	[100-180]	28.6	1.8	3.8
Total		760.2	46.6	100.0
BUG Rating BO-U2-G1				

CYCLOPS - SINGLE SIDED

BOLLARDS

LAST UPDATE: 08-11-2023



Accessories



Ordering Code: AUN-CON-O009-O0 IP68 Water Tight Connecting Device, 3 Pole, Cable Diameter 5.0 – 9.5mm.



Ordering Code: AUN-CON-O010-O0 IP68 Water Tight Connecting Device with Distribution block, 3 pole, 1 input, 2 outputs, Cable Diameter 5.0 - 9.5mm.



Ordering Code:
AUN-CON-0013-00
IP68 Water Tight
Connecting Device, 3 Pole,
Cable Diameter 7 - 11.5mm.



Ordering Code: AUN-ACB-OO01-OO Anchor Bolt Kit for Bollard



Ordering Code: AUN-CON-0006-00 IP68 Water Tight Connecting Device Cable Diameter 7 - 12mm.



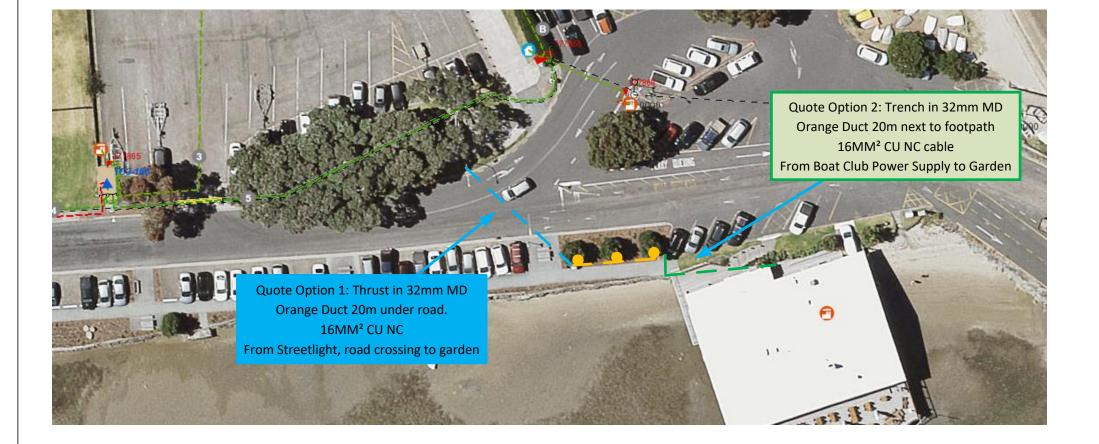
1 The Esplanade

REV 1 DATE: February 2024

Drawn By: Stacey Flintoff

Supply and Install 3 new Pedestrian Bollards

- 2. Dig, Lay & Trench 32mm duct from power supply to garden
- 4. Supply and Install 30m of Single Phase 16mm Neutral Screen Cooper Cable
- 7. Test and Liven





22September 2021



Horizon Services Limited trading as Horizon Networks

11G Te Tahi, Whakatāne, 3120 PO Box 661, Whakatāne, 3158 T 0800 467 496 F +64 7 307 2501

www.horizonnetworks.nz

Tuesday, 20 February 2024

Western Bay of Plenty District Council 1484 Cameron Road, Tauranga

Attention: Sam Prendergast

Dear Sam,

REFERENCE SLOT01169

QUOTATION: SLOT01169 - WBOP - 1 THE ESPLANADE, OMOKOROA - STREETLIGHT

Horizon Networks thanks for the opportunity to provide you with a lump sum quotation for the work described below for the above referenced project.

Our quotation is based on the following reference information and documents:

- AS/NZS3000:2007 Wiring Rules
- Site visits (if any) and customer supplied plans

Description of the work included:

- 1. Supply and Install new Streetlight Column
- 2. Thrust Power Supply from Powerco Owned Asset
- 3. Traffic Management
- 4. Test and Liven

Our price for the above scope of works is \$17,317.96 excluding GST.

Table 1 provides the cost breakdown and further details as to how this price has been calculated. Our fixed, lump-sum price is based on the scope of work and any assumptions and qualifications set out in this letter. We reserve the right to adjust our price if the scope of work changes or any assumption proves to be incorrect.

This quotation is open for acceptance by you for thirty days (30) from the date of this letter, unless it is withdrawn by us prior to that date.

A member of the Horizon Energy Group

TAGS, ASSUMPTIONS and EXCLUSIONS

- Isolating, relocating, or repairing other services such as gas or water lines.
- Connection costs or other charges you may incur from your electricity retailer.
- Any additional work required due to problems we encounter that we could not reasonably have foreseen, such as underground obstacles, site-specific geotechnical conditions or requirements to repair existing assets, including any rework, or re-inspection [due to unforeseeable electrical inspection test results]
- Any costs required to secure land access necessary to undertake the work and/or maintain network assets (such as legal easements if required).

TABLE 1: COST BREAKDOWN

#	WORK DESCRIPTION	PRICE EXCLUDING GST	PRICE INCLUDING GST
1.	Labour	\$3,460.96	\$3,980.10
2.	Plant – EWP and KM	\$740.00	\$ 851.00
3.	Materials – Cable, Joint, Fusing etc	\$1,170.00	\$1,345.50
4.	Streetlight Column and LED	\$2,405.00	\$2,765.75
5.	Thrusting Option – 1	\$7,072.00	\$8,132.80
6.	Traffic Management	\$2,470.00	\$2,840.50
7.	TOTAL COSTS	\$17,317.96	\$19,915.65

WORKS PROGRAMME:

If you wish to accept this quotation, please sign the acceptance section below and email a copy to stacey.flintoff@horizonnetworks.nz.

We will issue you an invoice for the deposit required and once payment is received, we will schedule the works with the field staff to start planning and book in a proposed start date. During these discussions, you will be advised of any material and equipment (long lead items etc.) that may be required to complete the works.

Our price has been calculated based on the assumption that we will have good access to the site for our personnel, equipment, and vehicles we need to undertake the work during normal working hours. We have also assumed that we will be given sufficient notice to arrange for our work to start and that we will have a reasonable timeframe within which to complete it that does not require urgent or after-hours work.

We have assumed that the work will be completed within 3 months of the date of this letter if there are no long lead items (material) highlighted in the Description of works on page 1. Any delays beyond that date may result in cost increases and additional charges (for example due to increases in the cost of equipment, materials, or labour required to complete your work).

A member of the Horizon Energy Group

Page 3 of 7

PAYMENT TERMS:

You are required to pay:

• The final payment of \$17,317.96 plus GST is due on the 20th of the month following invoice, or before commissioning - whichever is earlier.

Please see

TABLE 2 the required amounts (TABLE 2) payable inclusive of GST of this quote.

Refer to Schedule 1 for our full Terms of Trade is attached for reference.

VARIATIONS:

All variations will be discussed and agreed upon with you before the variation work is undertaken. Horizon Networks reserves the right to alter the final project price if the following occurs:

- A change in customer requirements occurs (scope change) Horizon Networks requires any customer variation to the work to be made in writing.
- Costs incurred for undertaking works that are over and above that included in this quotation for example, the striking of rock where easy digging was assumed; and
- Submissions or objections received from Roading Authorities, Horizon Networks, Regional or District Councils, Transpower, Spark, or other authoritative agencies that may alter the cost of the project after this quotation has been offered and accepted.

For any inquiries regarding this quotation, please contact the undersigned.

Yours Sincerely

Stacey Flintoff
Streetlight Manager
stacey.flintoff@horizonnetworks.nz

A member of the Horizon Energy Group

Page	4	of	
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ACCEPTANCE

SIGNED BY:

Date:

I/We accept the quotation for SLOT01169 - WBOP - 1 THE ESPLANADE, OMOKOROA

I/We agree to pay the necessary costs as highlighted in the fees and contributions section of this quotation.

TABLE 2: PAYMENT(S) DETAILS

REQUIRED PAYMENTS	PRICE INCLUDING GST
Payable by the 20 th of the month following invoice or prior to livening/commissioning/decommissioning	\$19,915.65
TOTAL FOR PROJECT	\$19,915.65

I/We declare that I/we have read, understood, and accept the terms set out in this quotation and the Terms of Trade provided in schedule 1.

Please sign this quotation acceptance and return it to us via email at stacey.flintoff@horizonnetworks.nz

Signed: Name: Date: WITNESSED BY: Signed: Name:

Reference: SLOT01169

A member of the Horizon Energy Group

SCHEDULE 1 – TERMS OF TRADE

1 General

- 1.1 All Goods and/or Services provided to the Customer by Horizon are subject to the following terms and conditions ("Terms"). These Terms, together with any credit application or works requisition or similar order form constitute the entire agreement ("agreement") between the Customer and Horizon for the Goods provided and/or Services performed.
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- 1.3 If any provision of these Terms is invalid or unenforceable for whatever reason, the remaining provisions shall remain in full force and effect.
- 1.4 If the Customer is a company or trust, each director or trustee (as the case may be) of the Customer who signs these Terms warrants that he/she is authorised to enter the contract on behalf of the Customer.
- 1.5 If anything in these Terms is inconsistent or conflicts with any provision of any credit application form or other document between the parties, these Terms shall prevail.
- 1.6 The Customer must not assign or transfer any of their rights or obligations under this Agreement to any other person.
- 1.7 If, at any time, Horizon does not enforce any of these Terms or grants the Customer time or other indulgence, Horizon will not be construed as having waived that term or its rights to later enforce that or any other term.
- 1.8 These Terms are subject to and governed by the laws of New Zealand.
- 1.9 If the Customer orders or accepts Goods or Services, the Customer will be deemed to have accepted these Terms.

2 Definition:

- 2.1 In these Terms and in any credit application or works requisition or similar form:
 - "Horizon" means Horizon Services Limited and includes any trading division as part of Horizon Services Limited that supplies Goods and/or Services to the Customer.
 - "Customer" means the Customer named on any credit application form, works requisition or similar order form, and includes any part placing an order with Horizon.
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- 2.2 Headings are used as a matter of convenience only and shall not affect the interpretation of these Terms.

3 Use of Information

- 3.1 For the purposes of facilitating the administration of Horizon business, the Customer authorises Horizon:
 - 3.1.1 To collect all information it may require about the Customer from any third parties and authorises those third parties to release that information to Horizon.
 - 3.1.2 To hold all information given by the Customer or any third party to Horizon; and
 - 3.1.3 To use that information including giving the information to any other person to facilitate collection of debts from the Customer.
- 3.2 The information will be collected, held, and used on the condition that:
 - 3.2.1 It will be held securely at the Horizon Offices referred to on the credit account application, works requisition or similar order form and/or Horizon invoice.
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- 4.1 Unless otherwise expressly stated, all prices will be those applying at the date of delivery and will include freight charges.
- 4.2 Unless otherwise stipulated in writing, the price of all Goods and Services excludes any amount payable in respect of GST, which will be paid by the Customer in addition to the price.
- 4.3 Quotations are based on cost of labour, materials and equipment, freight and variable and fixed expenses and, where appropriate, rates of currency exchange operating at the date of quotation. Any increase in the cost to Horizon which may occur between the date of quotation and delivery shall be payable by the Customer and any such increase shall include a pro rata increase in Horizon profit margin.
- 4.4 Any variation in the quantity of Goods supplied to the Customer after the date of the quotation shall be at the Customer's expense.

 The Goods shall be priced at either the price applicable to the original quantity under the quotation or such other price as Horizon may determine in its absolute discretion.
- 4.5 For a quotation to be binding on Horizon, it must be accepted in writing by the Customer within 30 days of the date of the quotation.
- 5 Payments

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- 5.1 All Goods and Services must be paid for in full on delivery or completion unless the Customer has applied and, at Horizon's absolute discretion, been accepted for credit by Horizon in which case the following applies:
 - 5.1.1 If the quoted amount is less than \$5,000 then.
 - i. A deposit prior to work proceeding on acceptance of quote, after all consents have been approved.
 - ii. The remaining amount is due within 7 days following invoice.
 - 5.1.2 If the quoted amount is more than \$5,000 then.
 - i. A deposit prior to work proceeding on acceptance of quote, after all consents have been approved.
 - ii. The remaining amount is due within 14 days following invoice.
- 5.2 Horizon may, however, in its absolute discretion, allow payment on some other basis specified in writing by Horizon.
- 5.3 Payment must be made by the due date by way of cleared funds in full without deduction, counterclaim or set off whatsoever.
- 5.4 Unless otherwise agreed in writing the amount payable shall be that shown on the Horizon invoice.
- 5.5 If the Customer disputes any or all of an amount contained in an invoice, the Customer will:
 - 5.5.1 Immediately notify Horizon of the dispute and provide reasons for the dispute.
 - 5.5.2 Pay the full amount of the Invoice including the disputed amount by the due date specified in the invoice; and
 - 5.5.3 Negotiate in good faith with Horizon to resolve the dispute.
- 5.6 If payment is not made by the due date Horizon may, without prejudice to its other remedies, charge the Customer default interest on the unpaid amount at a rate equal to 2.5% per month on the outstanding balance.
- 5.7 Horizon may deduct or withhold any amount (whether by way of counterclaim, set-off or otherwise) from any money owing by Horizon to the Customer on any account whatsoever.
- 6 Delivery
- 6.1 If the price of any Goods includes the costs of delivery, unless otherwise agreed by Horizon prior to delivery, the price of the Goods includes the costs of delivery of the Goods by the usual methods of transportation used by Horizon, between the hours of 7.30am and 5pm Monday to Friday (excluding statutory holidays). Horizon may, if the Customer requests, arrange for Goods to be delivered by other means or at other times, but will be entitled to charge the Customer for any additional costs that Horizon may incur.
- 6.2 Horizon will endeavour to have the Goods delivered on the agreed delivery dates but will not be held liable for late delivery. Late delivery does not entitle any Customer to cancel any order or part order.
- Delivery will be deemed to have been made when Goods arrive at the delivery point agreed with the Customer or if the Customer is to arrange delivery of the Goods, when the Goods are available for collection by the Customer. The Customer or its authorised representative must sign Horizon's copy of the delivery docket or packing slip before the Goods are unloaded or collected.
- 6.4 All claims for errors in delivery or for Goods damaged in transit must be made to Horizon within two days of delivery in respect of Goods delivered by courier, and within seven days of delivery in respect of Goods delivered by any other means or Goods collected by the Customer, and in accordance with the procedures advised by Horizon from time to time.
- 6.6 If the Customer fails or refuses to take delivery of any Goods at an agreed delivery time, Horizon may (without limiting any other rights or remedies Horizon may have) charge the Customer for any expenses or additional costs incurred by Horizon because of delay.
- 7 Default
- 7.1 If the Customer fails to make payment on any invoice when due or becomes insolvent, commits an act of bankruptcy, is adjudicated bankrupt or makes any composition or arrangement with creditors or being a company goes into liquidation whether compulsory or voluntary other than for the purpose of and followed by amalgamation or reconstruction, or has a receiver appointed of any part of its business or assets then Horizon reserves the right, and the Customer agrees that Horizon is entitled:
 - 7.1.1 To treat all sums due or to become due from the Customer whatsoever as immediately due and payable.
 - 7.1.2 To immediately cancel or suspend delivery of Goods and the provision of Services.
 - 7.1.3 By its agents to enter onto the Customer's premises where the Goods may be installed or stored and to search for and remove and take possession of the Goods without being in any way liable to the Customer or anyone claiming under it for so doing;
 - 7.1.4 To withhold the further supply of Goods and Services on credit.
- 7.2 Any expenses, disbursements and legal costs incurred by Horizon in the enforcement of any rights contained in these Terms shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.
- 8 Security and Title
- 8.1 Horizon retains legal and equitable title to any Goods supplied to the Customer until full payment is made for the Goods and all other Goods and Services supplied by Horizon.
- 8.2 Notwithstanding that ownership of any Goods may remain with Horizon; all risk in relation to any Goods supplied will pass to the Customer on delivery.

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- 8.3 The Customer gives irrevocable authority to Horizon to enter any premises occupied by the Customer, or any other party on which Goods and Services are situated, at any reasonable time after default by the Customer, to remove and repossess any Goods, and to sell those Goods if necessary to recover unpaid monies.
- 8.4 The Customer grants Horizon a "security interest" for the purposes of section 36(b) of the Personal Property Securities Act 1999 (the PPSA) in all present and after acquired Goods as security for the Customer's obligations to Horizon.
- 8.5 The Customer is to execute documents and do such further acts as may be required by the Company to register the "security interest" granted to Horizon under these Terms under the PPSA.
- 8.6 Until ownership of the Goods passes, the Customer waives its right under the PPSA:
 - 8.6.1 To receive a copy of any verification statement.
 - 3.6.2 To receive a copy of any financing charge statement.
 - 8.6.3 To receive any notice that Horizon intends to sell the Goods or to retain the Goods on enforcement of the "security interest" granted to Horizon under these Terms.
 - 8.6.4 To object to a Horizon proposal to retain the Goods in satisfaction of any obligation owed by the Customer to Horizon.
 - 8.6.5 To receive a statement of account on sale of the Goods.
 - 8.6.6 To redeem the Goods: and
 - 8.6.7 Where any Goods become an "accession" (as defined in the PPSA), to not have any Goods damaged when Horizon removes the accession, to receive notice of the removal of the accession and to apply to the court for an order concerning the removal of an accession.

9 Credit

- 9.1 Horizon may review, limit, vary or withdraw credit at any time without liability to the Customer.
- 9.2 If Horizon shall at any time deem the credit of the Customer to be unsatisfactory, it may require security for payment in a form satisfactory to Horizon in its absolute discretion and may suspend performance of its obligations under the agreement until the provision of such security.

10 Exclusion and Limitation of Liability

- 10.1 Except as expressly provided in these Terms, all warranties, undertakings, inducements, or representations whether express, implied, statutory or otherwise relating in any way to the Goods, Services or to these Terms are, to the maximum extent permitted by law, expressly excluded.
- 10.2 Nothing in these Terms limits any rights the Customer has under the Consumer Guarantees Act 1993 ("Act") and these Terms must be read subject to those rights.
- 10.3 Where these Terms would otherwise be subject to the Act and the Customer is acquiring the Goods and/or Services supplied by Horizon for business purposes, the Customer agrees that the Act will not apply.
- 10.4 Except where applicable law expressly requires otherwise, Horizon is not liable in any event for any special, indirect, or consequential damage, loss or injury of any kind, or for any loss of business, profit, data or anticipated savings, suffered by the Customer or any other person, however caused, even if Horizon had been advised of the possibility of such damage, loss or injury.
- 10.5 Insofar as Horizon may be liable, the maximum liability of Horizon, whether in contract, tort (including negligence), equity, under statute or otherwise for any loss, damage or injury arising directly or indirectly from any breach of Horizon's obligations under the agreement is, except where applicable law expressly requires otherwise, limited, at the option of Horizon, to any one or more of the following:
 - 10.5.1 If the breach relates to Goods:
 - (a) The replacement of the Goods or the supply of equivalent Goods.
 - (b) The repair of such Goods.
 - (c) The payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
 - (d) The payment of the cost of having the Goods repaired; and
 - 10.5.2 If the breach relates to Services:
 - (a) The supplying of the Services again; or
 - (b) The payment of the cost of having the Services supplied again.
- 10.6 Horizon is not liable for any failure or delay in performing an obligation in these Terms if it is due to a cause reasonably beyond its control.

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9.6 OMOKOROA COMMUNITY BOARD FINANCIAL REPORT - FEBRUARY 2024

File Number: A6047659

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 29 February 2024 (Attachment 1).

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

RECOMMENDATION

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

Grant payments made to date:

Resolution	Description	\$	
	No transactions year to date	0	
	2023/24 Grants to date	0	

Committed - Operational expenditure:

Resolution	Description	\$
OMC23-	Commits to spending \$120 per advertisement from its	130
3.4	Reserve Account, to advertise the Board's upcoming	
	meetings in the 'Lizard News" for the next 12 months from	
	May 2023. (\$120 * 6 = \$720 - \$590 spent = \$130)	
	2023/24 Outstanding operational commitments	130

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)
	2023/24 Balance after the committed expenditure	190,327

ATTACHMENTS

1. Financial Report Ōmokoroa – February 2024 🛚 🖼

Western Bay of Plenty District Council Income and Expenditure Statement For the period ended 29 February 2024

Ōmokoroa Community Board

	Year to Date				Full Year	Last Year	
	Actual	Budget	Variance (Unfav)/Fav		Budget	Actual	
Direct Costs	\$	\$	\$		\$	\$	
				_		_	
Conference Expenses	0	1,792	·	☑	2,688	0	
Contingency - [see breakdown below]	590	2,872	,	☑	4,308	282	
Grants	0	6,464			9,696	0	
Mileage Allowance	0	1,080	·	☑	1,620	0	
Salaries	15,094	13,704		8	20,556	20,469	
Inter Department Charges Total Operating Costs	23,328	23,328		☑	34,992	33,384	
Total Operating Costs	39,012	49,240	10,228	V	73,860	54,134	
Total Direct Costs	39,012	49,240	10,228	\square	73,860	54,134	
Total Costs	39,012	49,240	10,228	☑	73,860	54,134	
Income							
Rate Income	63,196	49,240	13,956	\square	73,860	90,769	
Total Direct Income	63,196	49,240	13,956	\square	73,860	90,769	
Net Cost of Service	24,184	0	24,184	\square	0	36,634	
Contingency - breakdown				\square	Favourable Va	Favourable Variance	
Advertise in Lizard News for upcoming meetings	590			8	Non Favourab	Non Favourable Varience	
Year to date contingency costs	590						
Community Board Reserves							
Opening Balance - Surplus (Deficit	220,858						
No transactions yet	0						
(Decrease) Increase in year	0						
Closing Balance - Surplus (Deficit)	220,858						