MEETING
AGENDA
Ngā Take

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Western Bay of Plenty
District Council

OPERATIONS AND MONITORING COMMITTEE

Komiti Whakahaere

OP11
Thursday, 10 May 2018
Council Chambers
Barkes Corner, Tauranga
9.30am

Te Kaunihera a rohe mai i nga Kuri-a-Wharei ki Otamarakau ki te Uru

Notice of Meeting No. OP11
Te Karere

Operations and Monitoring Committee
Komiti Whakahaere

Thursday, 10 May 2018
Council Chambers
Barkes Corner
9.30am

His Worship the Mayor	G J Webber
Councillors:	D Thwaites (Chairperson) J Palmer (Deputy Chairperson) G Dally M Dean M Lally P Mackay K Marsh D Marshall M Murray-Benge J Scrimgeour M Williams

Media
Staff

Miriam Taris
Chief Executive Officer
Western Bay of Plenty District Council

Western Bay of Plenty District Council

Te Kaunihera a rohe mai i nga Kuri-a-Wharei ki Otamarakau ki te Uru

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Operations and Monitoring Committee Delegations
Mangai o Te Kaunihera

Quorum:

The quorum for this meeting is six members.

Role:

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

- To monitor performance and outcomes over all of Council's service functions including the following:

  - Regulatory Operations
  - Roading Operations
  - Utilities Operations
  - Parks, Reserves, Cemeteries and other council property
  - Customer services, libraries
  - Corporate Property Operations and development
  - Sub Regional Parks
  - Operational service contracts (e.g. swimming pools, community halls)
  - Emergency Management
  - Rural Fire

General Delegations:

- To make decisions to enable and enhance service delivery performance.
- To approve operational policy including resolving operational policy matters defined as the implementation of policy.
- To resolve all operational matters as referred by Community Boards.
- To make decisions in regard to assets to implement Council's plans, policies and projects as contained in the Long Term Plan and Annual Plans.
- To monitor assets and resources required for the delivery of services.
- To monitor the implementation of Council's strategies, plans, policies and projects contained in Council's Long Term Plan and Annual Plans.
- To receive and resolve on or recommend to Council or its Committees as appropriate the reports, recommendations and minutes of the Joint Road Safety Committee and any other Joint Committee, working group or forum as directed by Council.
- To undertake on behalf of Council all processes and actions (including consultation) for the amendment of bylaw schedules relating to operational services precedent to the recommendation to Council for adoption of the amendments.

Financial Delegations:

Pursuant to Section 4(1) of the Public Bodies Contracts Act 1959, the Committee shall have the power to enter into contracts in respect of the Committee's functions to a maximum value of $5,000,000 for any one contract, provided that the exercise of this power shall be subject to, and within the allocation of funds set aside for that purpose in the Long Term Plan, the Annual Plan and Budget or as otherwise specifically approved by Council.

To report to Council financial outcomes and recommend any changes or variations to allocated budgets.

Other:

The Committee may without confirmation by Council exercise or perform any function, power or duty relating to those matters delegated by Council in like manner, and with the same effect, as the Council could itself have exercised or performed them.

The Committee may delegate any of its functions, duties or powers to a subcommittee subject to the restrictions on its delegations and provided that any sub-delegation to subcommittees includes a statement of purpose and specification of task.

The Committee may make recommendations to Council or its Committees on any matters to achieve the outcomes required in the role of the Committee but outside its delegated authorities.

Agenda for Meeting No. OP11

		Pages
	Present **In Attendance** **Apologies**	
	Public Excluded Items	
	The Council may by resolution require any item of business contained in the public excluded section of the agenda to be dealt with while the public are present.	
	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 Committee for up to three minutes on items that fall within the delegations of the Committee 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 contact centre request system, while those requiring further investigation will be referred to the Chief Executive.	
OP11.1	**Road Closure - Harray Road - MotorSport BOP**	8-25
	Attached is a report from the Transportation Manager dated 27 April 2018.	
OP11.2	**Animal Shelters**	26-37
	Attached is a report from the Strategic Property Manager dated 23 April 2018.	
OP11.3	**Infrastructure Services Briefing May 2018**	38-53
	Attached is a report from the Deputy Chief Executive dated 20 April 2018.	

The open section of the Operations and Monitoring Committee Information Pack No. OP11 has been circulated separately with the agenda.

Local Government Official Information and Meetings Act

Exclusion of the Public

Schedule 2A

Recommendation

A) THAT the public be excluded from the following part of this meeting namely:

- *Proposed State Highway 2 Rural 80kms per hour Speed Limit*
- *Eastern Supply Zone - Alternative Water Supply Options*
- *Infrastructure Services Briefing May 2018 (In Confidence)*

The general subject to each matter to be considered while the public is excluded, the reason for passing this resolution in relation to each matter, and the specific grounds under Section 48(1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are as follows:

General subject of each matter to be considered	***Reason for passing this resolution in relation to each matter***	***Ground(s) under Section 48(1) for the passing of this resolution***
Proposed State Highway 2 Rural 80kms per hour Speed Limit, including: *Westlink and NZ Transport Agency Presentation on State Highway 2 (In Confidence)*	*THAT the public conduct of the relevant part of the proceedings of the meeting would likely result in the disclosure of information for which good reason for withholding would exist.*	*To enable Council to carry on without prejudice or disadvantage, negotiations (including commercial and industrial negotiations), and* *To enable the NZ Transport Agency to carry on without prejudice or disadvantage, negotiations (including commercial and industrial negotiations), and* *To protect information which is subject to an obligation of confidence, as disclosure would likely prejudice supply of similar information.*
Eastern Supply Zone – Alternative Water Supply Options	*THAT the public conduct of the relevant part of the proceedings of the meeting would likely result in the disclosure of information for which good reason for withholding would exist.*	*To enable the Council to carry on without prejudice or disadvantage, negotiations (including commercial and industrial negotiations)*

General subject of each matter to be considered	***Reason for passing this resolution in relation to each matter***	***Ground(s) under Section 48(1) for the passing of this resolution***
Infrastructure Services Briefing May 2018 (In Confidence)	*THAT the public conduct of the relevant part of the proceedings of the meeting would likely result in the disclosure of information for which good reason for withholding would exist.*	*For reasons previously stated on the relevant minutes.*

B) THAT representatives from Westlink and the NZ Transport Agency be permitted to stay for the Public Excluded session for item 1 only, as they are presenting to the Operations and Monitoring Committee on Proposed State Highway Rural in confidence.

Western Bay of Plenty District Council

Operations and Monitoring Committee

Road Closure – Harray Road - MotorSport BOP

Purpose

Motorsport Bay of Plenty (the organisers) have requested temporary road closure on Sunday 17 June 2018 for the purpose of hill climb racing events.

Events of this nature have been held in the past and issues raised by potential objectors have been resolved.

In this instance an objection by C Smiler to a race on Harray Road is not able to be addressed but may be considered to be outweighed by the public benefits of allowing the race to proceed.

Recommendation

1. ***THAT the Roading Engineer (East/West) report dated 27 April 2018 and titled Road Closure – Harray Road – MotorSport BOP be received.***

2. ***THAT the report relates to an issue that is considered to be of medium significance in terms of Council's Significance and Engagement Policy.***

3. ***THAT the Committee notes the request for a road closure on Harray Road on 17 June 2018.***

4. ***THAT due to the timing of the rally on 17 June 2018, and the timing of the next Operational & Monitoring and Committee notes that in accordance with Policy and 020/16 the Chief Executive Officer will determine whether or not the road closure is approved.***

Stuart Harvey
Roading Engineer (East/West)

Approved

Gary Allis
Deputy Chief Executive

1. Background

Council has a policy dated 5 June 2015 covering "Car Rallies". **Attachment A**

Council's policy is to allow races on public roads. The "Event Application Form" is available on the WBOPDC website and this form requests all necessary information to enable an informed decision being made. **Attachment B**

Where objections are received, they may be referred to the Operations and Monitoring Committee if time frames permit.

The Road Closure Regulations provide for a public process where affected parties can object to the proposed closure. Council is required "to consider the objections" but can close the road in accordance with the Regulations even if there are objections.

In the past, objections have been resolved and races have proceeded with standard conditions. **Attachment A**

The objection by Mr Smiler cannot be addressed except by declining the objection. **Attachment C**

This case is referred to the Operations and Monitoring Committee so as to provide guidance to staff in dealing with this objection.

2. Significance and Engagement

The Local Government Act 2002 requires a formal assessment of the significance of matters and decisions in this report against Council's Significance and Engagement Policy. In making this formal assessment there is no intention to assess the importance of this item to individuals, groups, or agencies within the community and it is acknowledged that all reports have a high degree of importance to those affected by Council decisions.

The Policy requires Council and its communities to identify the degree of significance attached to particular issues, proposals, assets, decisions, and activities.

In terms of the Significance and Engagement Policy this decision is considered to be of medium significance because the event is to be held on a no exit, low volume rural road and has been successfully and safely run for many years.

3. Engagement, Consultation and Communication

Interested/Affected Parties	Completed/Planned Engagement/Consultation/Communication
Name of interested parties/groups	Local Residents, local community
Tangata Whenua	N/A
General Public	Public Notice in local newspapers

4. Issues and Options Assessment

Options that the Operations & Monitoring Committee would have considered if they had heard the objection.

Option A ***THAT the request for a road closure on Harray Road on 17 June 2018 be accepted.***	
Assessment of option for advantages and disadvantages taking a sustainable approach	**Advantages:** The car rally can go ahead for community benefit. **Disadvantages:** WestLink may have to do additional maintenance.
Costs (including present and future costs, direct, indirect and contingent costs) and cost effectiveness for households and businesses	Any additional costs are included in the One Network Maintenance Contract lump sum.
Other implications	

Option B ***THAT the request for a road closure on Harray Road on 17 June 2018 be rejected.***	
Assessment of option for advantages and disadvantages taking a sustainable approach	**Advantages:** Mr Smiler has his objection upheld. **Disadvantages:** Car rally not permitted on road. The motorsport application for the event and traffic management costs would not be recoverable.
Costs (including present and future costs, direct, indirect and contingent costs) and cost effectiveness for households and businesses	
Other implications	

5. Statutory Compliance

The recommendation meets all statutory and legal requirements.

6. Funding/Budget Implications

Budget Funding Information	Relevant Detail
N/A	

ATTACHMENT A

Council Policy

Car Rallies

Activity:	Roading Network	**Car Rallies**	**Resolution No:**	O20/16 12.04.91
File Ref:	25/05/0001		**Version:** **Updated:**	Three 19.12.01
Owner:	Transportation Operations Manager		**For Info:**	

1. THAT the policy contained in O20/16 of the Policy Manual be confirmed, with the addition of:
   i. THAT the notice to residents include information on emergency arrangements, insurance, the organiser's liability to pay for damage to private property and the fact that Council holds a cash bond to be used to repair damage to the road.
2. THAT the policy contained in O24/8 of the Policy Manual be confirmed.
3. THAT the Chief Executive Officer be granted delegated authority for approval of road closures for car rallies, parades and similar events.
4. THAT a mobile phone number be given to residents for use in an emergency, for contacting rally officials.

THAT where approval is granted for International Motorsport Rallies to be held on the Council's roads that the following conditions apply:

1. THAT the undertakings as set out in (a) to (g) in the report must be adhered to, viz.: -

   a. Undertake to personally advise the residents on the roads and No Exit side roads affected by the closure.
   b. Have marshals at all entrances, starts, finishes and intersections to warn people that the road is temporarily closed and ensure that the road is adequately closed off.
   c. Provide full radio communication between the start and finish of every special stage together with the rally headquarters. For additional safety a number of intermediate radio points must also be in position.
   d. Provide access in the event of any emergency. The rally must have a Red Cross vehicle and fully trained safety personnel at the start of every special stage with a doctor in attendance while the rally is running. A fully equipped ambulance helicopter must also be available.
   e. Provide a Public Liability Insurance Cover of $1,000,000.00.
   f. Fully repair any damage to fences or private property.
   g. Ensure that the event is conducted under the rules and regulations of the Motorsport Association of New Zealand Inc, and the FIA, World Controlling Body for Motorsport.

2. THAT the rally organizers meet the full cost of repairing and regrading the roads and drains following the event.
3. THAT the Ministry of Transport has the authority to open the closed roads should any emergency arise.
4. THAT access must be allowed for emergency vehicles.
5. THAT traffic warning signs are to be placed accordingly to the requirements of the Ministry of Transport.
6. THAT a cash bond be required at a level set by staff and applied in the appropriate manner.

Resolution No.:	O24/8	**Updated:**	10 Aug 98

CAR RALLIES - USE OF ROADS (LOCAL)

THAT where approval is granted for local Motorsport rallies (as opposed to international events) to be held on the Council's roads, the following clauses replace clauses d. and g. respectively of Council's policy for the holding of such rallies:

d. Provide access in the event of any emergency. The rally must have medical personnel in attendance while the rally is running.
g. Ensure that the event is conducted under the rules and regulations of the Motorsport Association of New Zealand Inc.

THAT a fee of $100 be charged to cover the cost to Council for Motorsport rally road closures.

Resolution No.:	O19/15	**Updated:**	22 Dec 93

File Number 50/3/10

1. THAT the policy contained in O20/16 of the Policy Manual be confirmed, with the addition of:

   a. THAT the notice to residents include information on emergency arrangements, insurance, the organiser's liability to pay for damage to private property and the fact that Council holds a cash bond to be used to repair damage to the road.
   b. THAT all Councillors be informed of decisions made to hold car rallies and be provided with a complete copy of all conditions imposed.

2. THAT the policy contained in O24/8 of the Policy Manual be confirmed.
3. THAT the Chief Executive Officer be granted delegated authority for approval of road closures for car rallies, parades and similar events.
4. THAT a mobile phone number be given to residents for use in an emergency, for contacting rally officials.

Relevant Legislation	
Relevant Plan(s)	
Policy Cross Reference(s)	

EVENT APPLICATION FORM

032018

Western Bay of Plenty District Council

ATTACHMENT B

This application form is for event bookings held on any land or building owned, administered or controlled by the Western Bay of Plenty District Council including reserves, parks, roads, streets or footpaths (or part there of).

For event bookings at the **Arrival Centre, at TECT All Terrain Park,** click here.

For event bookings at **TECT All Terrain Park,** click here.

For event bookings at **Te Puna Quarry Park,** click here.

The information supplied in this application form will allow Council to assess what further information will be required to process your application, including what (if any) licences, permits and / or consents. Please see below the application process and the timeframes required by Council to consider your application.

Depending on the complexity and size of your event, Council may organise a planning meeting with relevant stakeholders. An E.S.A Certificate (Event Safety Audit) may also be required as part of your risk control plan.

If you have any questions, please contact the Reserves Team at Western Bay of Plenty District Council on 07 571 8008 or 0800 926 732.

Please note; Your event will only be approved to proceed once all the information has been received by Council within the specified timeframes. An approval letter along with specific conditions will be forwarded to the Event Organiser once approved. Council reserves the right to decline an application if insufficient notice or information is provided.

See the application process, event impact size and notice timeframes below.

Event application received and a tentative reserve booking is made.

- Application reviewed.
- Key Stakeholders consulted on proposed event.

→ Event Organiser to provide further event documentation as required. E.g. traffic management plan, risk control site plan, waste management plan, aerial site plan layout etc.

→ Received documentation assessed - and approved (with conditions), or the Event Organiser is asked to revise and/ or submit further documentation.

→ Event approved to proceed with conditions (confirmed in writing).

Aerial maps can be supplied on request from the Customer Service Team at 07 571 8008 or 0800 926 732 or customerservice@westernbay.govt.nz

Continued

Notice required by Western Bay of Plenty District Council for an event;

Event Type	Event Parameters	Application to be received
Low impact event	Events with; • No road closures or disruption to public transport. • Low number of registered food vendors (less than 5). • Low number of amusement devices (eg bouncy castle). • Minimal basic infrastructure e.g. ezi-ups, portable toilets, small stage). Examples include community days, fundraising events or park-based fun runs/walks.	**Minimum 6 weeks**
Medium impact event	Events with; • Minor road closures and potential disruption to public transport. • Multiple food vendors (more than five) and/or liquor licensed areas. • Amusement devices (e.g. bouncy castle). Multiple items of infrastructure and/or an infrastructure build requiring building consent e.g. marquees etc. • Pyrotechnics (Fireworks) Examples include triathlons, large-scale sporting events, music events with stages.	**Minimum 5 months**
High impact event	Events with; • Significant number of people expected to attend. • Road closures, disruption to public transport and high impact to traffic expected. • Multiple food vendors and / or liquor licensed areas. • Significant infrastructure builds • Multiple event sites and / or days. • Resource consent required. • Building consent maybe required. • Pyrotechnics (Fireworks) Examples include major sporting events, commercial fares, or music events.	**Minimum 10 months**

Continued

APPLICATION FORM

1. EVENT NAME:

Event Date/s: **Event Start Time/s:** **Event Finish Time/s:**

Pack In Date/s: **Pack In Start Time/s:** **Pack In Finish Time/s:**

Pack Down Date/s: **Pack Down Start Time/s:** **Pack Down Finish Time/s:**

Alternative Date/s:

Name of reserve/park:

Is your event a ***Low*** ☐ ***Medium*** ☐ ***High*** ☐ **impact event?**

Number of Participants/Spectators/Patrons/Volunteers/Vendors and Contractors including staff: (approx.)

Site/Venue/Route: Please identify where the event will be located on an aerial map and attach. Please also identify any public reserve areas that will be closed to the public during the course of the event unless an entry fee is paid. Exclusive use of the reserve may not be possible or granted. Council's fees and charges for use of Council land may apply. Aerial site maps can be provided on request from the Customer Service Team on 07 571 8008 / 0800 926 732 or customerservice@westernbay.govt.nz

Aerial Map: ***Attached?*** ***Yes*** ☐ ***No*** ☐

What is the purpose of your event: i.e. why are you holding it?

Description of activities: What will people be doing at your event? Please attach a copy of your event programme, if applicable.

Continued

2. EVENT CONTACT INFORMATION

Event Organiser: **Telephone:** **Email:**

Contact on the Day: **Cell Phone:**

Alternative Contact: **Telephone:** **Email:**

Postal Address:
(including postcode)

Invoicing Address:
(If different from the postal address, including postcode)

3. SITE WASTE, NOISE AND STRUCTURES

SITE WASTE
The event organiser is responsible for the appropriate removal of all waste from the event location. Council also expects events to offer recycling options to divert waste from landfills. See Terms and Conditions at the back of this application.
Please describe or attach your waste management plan

Waste management company (if applicable):

NOISE
Noise (Amplified): ***Yes*** ☐ ***No*** ☐ **Start time/s:** **Finish time/s:**

☐ **Live Band** ☐ **Megaphones** ☐ **PA System** ☐ **DJ** **Other (please describe)**

STRUCTURES
Please write quantity and dimensions beside each structure. Please note; marquees over 100m2 and platforms or staging over 1.5m require a building consent. Find the application form here: www.westernbay.govt.nz/building-consent-app

Marquees: ***Yes*** ☐ ***No*** ☐

Number on site:

Sizes:

Stages: ***Yes*** ☐ ***No*** ☐

Height:

Sizes:

Covered/open:

Scaffolding required: ***Yes*** ☐ ***No*** ☐

Art installations: ***Yes*** ☐ ***No*** ☐

Number on site:

Sizes:

Other (please describe)

Continued

Structures: continued...

EZI-ups: *Yes* ☐ *No* ☐

Number on site:

Sizes:

Tables: *Yes* ☐ *No* ☐

Barbeques: *Yes* ☐ *No* ☐

Security fencing: *Yes* ☐ *No* ☐

Crowd control barriers: *Yes* ☐ *No* ☐

Chairs: *Yes* ☐ *No* ☐

Signage: *Yes* ☐ *No* ☐

Grandstand seating: *Yes* ☐ *No* ☐

Other (please describe)

Mechanical Amusement Equipment: *Yes* ☐ *No* ☐
(Merry-go-round, ferris wheel, carousels, mini vehicles, etc.) Click here for more information.

Amusement Inflatable Devices: *Yes* ☐ *No* ☐
(Bouncy castles, inflatable slides etc)
Click here for more information.

4. TRAFFIC / ROADS

Please note: If you tick 'Yes' to any of the below questions of this section, a Traffic Management Plan (TMP) may be required by Council. See Terms and Conditions at the back. Click here for more information.

Use of public roads or footpaths: *Yes* ☐ *No* ☐
Does the event make use of or affect traffic movements on any public roads (either for the running of the event itself or for access to the venue by large numbers of participants).

Road closures: *Yes* ☐ *No* ☐
Are you applying to close any roads for your event? All approved road closures require placement of public notices at a cost to the event organiser.
Click here for more information.

Please describe the purpose of road closure including the road name/s and time/s of closure and attach your traffic management plan: (e.g. Closure of High Street (between Low Avenue and Mid Road) from 8am to 1pm on Sunday 11 Feb for starting area of event).

Parking restrictions: *Yes* ☐ *No* ☐
Do you need to restrict on-street parking?

Please describe the purpose of parking restrictions and include the road name/s and time/s of restrictions required, and attach your traffic management plan: (e.g. Parking restrictions on both sides of Church Street from 11am to 4pm on Saturday, 20th March for pedestrian safety).

Off-Street Vehicle Access: *Yes* ☐ *No* ☐
Please describe the purpose, time required and number of vehicles that will need to have off-street access as part of the event or set-up/pack down.

Off-Street Parking: *Yes* ☐ *No* ☐
Please identify expected number of participant vehicles, where they will be parked, and what controls will be placed on parking. Include parking in the site map for the event.

Traffic Management company:

Contact name:

Continued

5. FOOD, DRINK AND TRADING

Food: Please write the quantity beside each category. All food should be provided in accordance with the Food Act 2014.

☐ **Food Vendors (registered):** ☐ **Food Vendors (unregistered):**

☐ **Caterers (registered):** ☐ **Caterers, barbeque or sausage sizzle (unregistered):**

6. ALCOHOL

Please provide copy of any special license, event alcohol signage and how you will ensure the provisions of the Sale of Liquor Act are met. All liquor licenses will require Council's approval and some reserves are subject to the Alcohol ban under the Alcohol Control Bylaw.

Supplied: ***Yes*** ☐ ***No*** ☐ **Sold:** ***Yes*** ☐ ***No*** ☐

Trading: ***Yes*** ☐ ***No*** ☐

7. HAZARDOUS SUBSTANCES, FIREWORKS OR SPECIAL EFFECTS

Describe here the nature, type and scope of activity to be undertaken inclusive of site plan, safety plan and all related material as pertains to WorkSafe NZ.

Company Managing Activity:

Name: **Telephone:** **Email:**

Handler/Hazardous Substance License:

Fire And Emergency New Zealand approval: Attached ***Yes*** ☐ ***No*** ☐

Continued

8. UTILITIES

ELECTRICITY:

I require access to power? *Yes* ☐ *No* ☐
Please describe purpose.

I will be using generators: *Yes* ☐ *No* ☐
Please provide details including the type and quantity of generator/s you will be using and clearly mark aerial site plan.

LIGHTING:

I will be providing additional lighting: *Yes* ☐ *No* ☐

TOILETS:

I require access to existing toilets: *Yes* ☐ *No* ☐
Subject to availability

I will be providing portaloos: *Number* *No* ☐
Please provide quantity and mark on aerial site plan.

WATER:

I require access to water: *Yes* ☐ *No* ☐
Subject to availability. Please describe purpose.

I require access to a water disposal point: *Yes* ☐ *No* ☐

9. EMERGENCY SERVICES

Please attach copy of letter or email sent to any of the below outlining the event, expected numbers, dates and times.

Police: *Yes* ☐ *No* ☐

Fire: *Yes* ☐ *No* ☐

St. Johns Ambulance: *Yes* ☐ *No* ☐

10. PUBLIC LIABILITY INSURANCE

Public liability insurance is required for medium to high risk events, to protect the event organiser against claims made by a third party for damage to people or assets.

Please provide proof of your public liability insurance:
(attach a copy of your policy)

Company:

Insured Amount:

Policy Expiry Date:

11. GENERAL

Tickets: Will your event be ticketed?

Yes ☐ *Entry Fee* *No* ☐

Sponsorship: Is Western Bay of Plenty District Council sponsoring or assisting with funding your event?

Yes ☐ *No* ☐

12. EVENT HEALTH & SAFETY – RISK CONTROL PLAN

A plan is required to identify risks that may arise from the event and how these will effectively be managed. These risks arise from people being exposed to hazards. Please provide a detailed written risk plan at least six (6) weeks prior to a medium - large event or three (3) weeks for a small event. This plan must be prepared in accordance with the provisions of the Health and Safety at Work Act 2015. For large events, an E.S.A (Event Safety Audit) Certificate maybe required on request. This plan may be forwarded to WorkSafe NZ for independent appraisal.

Event layout aerial plan provided: *Yes* ☐ *No* ☐
An aerial map can be provided on request from the Customer Service Team at 07 571 8008 / 0800 926 732 or customerservice@westernbay.govt.nz

13. GENERAL

The information collected in this form will be used to ensure the effective facilitation of your event/activity. It may be distributed to other internal and external agencies or for public information as required.

Continued

ADDITIONAL NOTES:

14. WESTERN BAY OF PLENTY DISTRICT COUNCIL - GENERAL TERMS AND CONDITIONS FOR EVENTS

Western Bay of Plenty District Council (WBOPDC) and the Event Organiser agree as follows:

1. Definitions/Interpretation

Unless the context otherwise requires:

"Application Form" means the application form submitted by the Event Organiser to Council to obtain approval to use the Site for the Event;

"Business Day" means any day excluding Saturdays, Sundays and statutory public holidays in the Western Bay district;

"Council" means the Western Bay of Plenty District Council;

"Event" means the event, as described in the Application Form;

"Event Organiser" means the person, business, company or organisation named as the Event Organiser in the Application Form. It includes its Personnel, successors, and permitted assignees.

"Event Pack In Date" means the date specified as such in the Application Form;

"Personnel" means all individuals engaged by the Event Organiser in relation to the Event, including its directors, employees, subcontractors, agents, external consultants and technical support;

"Site" means the area of land or building administered, owned or controlled by Council where the Event is to be held, including but not limited to parks, reserves, roads, streets or footpaths (or part thereof); and

"Special Conditions" means any special conditions that apply to the Event, as determined by Council and contained in the formal approval letter issued by Council to the Event Organiser;

2. Access to the Site

The Site remains public property at all times, unless otherwise approved by Council. The Event Organiser must ensure that:

- access and egress for residents, businesses and emergency vehicles is available to and from the Site at all times;
- the public is not unduly inconvenienced; and
- public and private access ways are kept clear at all times.

No vehicles are permitted on grassed areas on the Site unless prior written permission is obtained from Council.

3. Fees and Charges

The Event Organiser is responsible for payment of any and all fees, charges and/or service and supply charges associated with the Event, as advised by Council. The Event cannot proceed unless all applicable charges have been paid.

4. Bond

The Event Organiser may be required to provide Council with a bond prior to the Event. The amount of the bond will be determined by Council, in its absolute discretion. A bond is in addition to any other fees or charges payable in relation to the Event.

If the Event Organiser breaches or fails to properly perform its obligations under these terms and conditions or any Special Conditions, the bond will be forfeited and Council may use the bond to cover any costs associated with the breach or failure, repair of any damage and/or additional cleaning required following the Event. If such costs are greater than the bond taken, Council will on charge the costs to the Event Organiser.

5. Licences

The Event Organiser must, at the Event Organiser's expense, obtain all licences, permits and consents that are required for the Event at least 20 Business Days prior to the Event Pack In Date. The Event Organiser will provide Council with copies of these documents upon request.

6. Cancellation

If the Event is cancelled by the Event Organiser, the Event Organiser must notify the Council in writing as soon as possible. Council reserves the right to cancel the Event for any reason it sees fit, at any time, and without any prior notice.

7. Event Notification

When requested by Council, the Event Organiser will inform residents and businesses in the area affected by way of a letter at least 20 Business Days prior to the Event Pack In Date for medium to high impact events. The letter must be delivered by hand to the residents and businesses and must contain the following information:

- name and description of the Event;
- road closure details, parking restrictions and information about noise (if applicable);
- duration of the Event, including pack in and pack out;
- Event Organiser's name and contact details before and during the Event; and
- contact details of Council.

A draft version of the letter must be provided to Council, together with the area proposed to be affected, for approval prior to delivery of the letter.

8. Health and Safety

The Event Organiser must ensure, as far as is reasonably practicable, that the Site and the Event, including anything arising from the Site or the Event, are without risks to the health and safety of any persons. The Event Organiser must provide Council with a health and safety management plan specific to the Event at least 15 Business Days for a low impact event and 30 Business Days for Medium or High impact event.

The Event Organiser must ensure, as far as is reasonably practicable, that the health and safety measures are in place to reduce risk to:

- workers involved in carrying out the Event;
- workers whose activities in carrying out work are influenced or directed by the Event Organiser.
- The Event Organiser must:
- keep a record of all deaths, injuries, illnesses and notifiable incidents which are required by law to be notified (Notifiable Event) to WorkSafe New Zealand for at least 5 years from the date on which notice of the relevant event is given to the public authority;
- as soon as possible after becoming aware that a Notifiable Event arising out of the Event has occurred, ensure that WorkSafe New Zealand is notified of the Notifiable Event; and
- as far as the site at which any Notifiable Event has occurred is under the Event Organiser's management or control, take all reasonable steps to ensure that the site where the Notifiable Event occurred is not disturbed until authorised by WorkSafe New Zealand.

Following any Notifiable Event the Event Organiser must:

- provide Council with a copy of any information or notice which the Event Organiser is required to provide or make to WorkSafe New Zealand relating to that Notifiable Event;
- provide Council with a report giving complete details, including results of investigations, into the cause of the Notifiable Event and any recommendations or strategies for prevention of any similar Notifiable Event in the future; and
- provide Council with such assistance as may be reasonably necessary to conduct a Notifiable Event, incident or accident investigation.

The Event Organiser must, so far as is reasonably practicable, engage with workers involved in carrying out the Event in relation to health and safety matters concerning the Site or the Event. The Event Organiser shall have procedures in place that provide reasonable opportunities for such workers to participate effectively in improving health and safety in respect of the Site and the Event on an ongoing basis.

The Event Organiser must, so far as is reasonably practicable, co-ordinate, consult and co-operate with all other duty-holders in relation to the Event, including Council.

9. Responsibility for Equipment

The Event Organiser must provide, place and remove all temporary structures, road markings, signs, cable ties, rubbish bins, toilets, equipment, props and any other equipment or devices associated with the Event. Removal of such equipment and structures must take place immediately after the Event. All equipment and structures used in relation to the Event must be in good, safe, working order.

10. Waste Management and Responsibility for Clean-up

The Event Organiser must consider the waste implications of the Event in accordance with the Waste Management and Minimisation Bylaw 2013. For more information go to: www.westernbay.govt.nz/waste-reduction-at-events

The Event Organiser must ensure that the Site and any surrounding areas are in a clean and tidy condition, including surrounding streets before, during and after the Event. The removal and disposal of all rubbish, recycling and organics must take place immediately after the Event to an appropriate facility. The Event Organiser agrees to pay for the cost of any repairs and additional cleaning to re-instate the Site and surrounding areas to Council's satisfaction. Such costs will be in addition to any other fees and charges.

Continued

11. No Damage to Property
The Event Organiser must ensure that the Site and all wildlife, stock, vegetation, furniture, fences, bollards, buildings and other facilities on the Site are not damaged or unduly disturbed at any time before, during or after the Event.

12. Beach and Coastal Areas
If the Event is being held on or near a beach or coastal area, the Event Organiser must ensure that:
- only formal Council beach access ways are used;
- coastal plants are not trampled or damaged in any way ; and
- people stay out of formally roped off areas to prevent damage to vegetation and erosion of dunes.

The Event Organiser must monitor compliance with the above requirements and protect the dunes at all times from adverse effects of the Event.

13. No Fixtures
The Event Organiser must ensure that nothing is fixed, hung or otherwise attached to any features of the Site (e.g. trees, signs, furniture, rotundas, lamp posts) without the prior written consent of Council

14. Road Closures and Public Notices
The Event Organiser must apply for any necessary road closure authorisations specified in the Application Form at least 40 Business Days prior to the Event Pack In Date. The costs of any public notices required to advertise road closures associated with the Event will be met by the Event Organiser unless prior arrangement with Council.

15. Traffic Management Plan
The Event Organiser may be required to provide Council with a professional Traffic Management Plan ("TMP") drafted by an adequately qualified Site Traffic Management Supervisor ("STMS") at least 40 Business Days prior to the Event Pack In Date. www.westernbay.govt.nz/traffic-management-plan

The TMP must include:
- the location of all relevant structures, equipment, facilities, assembly areas, Event or filming areas and other facilities, including (without limitation) signs, cones, marshals, vehicles, parking restrictions, road closure details;
- access for the mobility impaired, emergency vehicles and to public transport; and
- the number and location of qualified STMS, qualified Traffic Controller ("TC") and fully briefed marshals that will be active within the TMP.

Council and the NZ Police may require further details to be included in the TMP. The Event Organiser must provide further details as soon as practicable after any such request prior to the Event Pack In Date.

16. Noise
The Event Organiser must comply with the permitted noise levels as set out in the Resource Management Act 1991. Records of monitoring undertaken to determine compliance with these noise levels must be kept by the Event Organiser and provided to Council upon request. The Event Organiser must provide Council with the contact details of the person representing the Event Organiser who will be on site during the Event and who will have the authority to reduce noise levels being generated at the Event, if required by Council.

17. Event Information
The Event Organiser must provide additional information to Council upon request.

18. Compliance with Legislation
The Event Organiser must ensure that the Event complies with the Council and all applicable legislation, bylaws and policies and that its Personnel comply with the same and do not do or omit to do anything that may cause the Event Organiser to be in breach of its obligations under these terms and conditions or any Special Conditions. In addition, the Event Organiser must take all reasonable steps to ensure that all participants in the Event comply with such legislation, bylaws and policies.

19. Compliance with Directions
The Event Organiser must ensure that all Personnel and Event participants comply immediately with any instructions or directions issued by NZ Police or Council representatives in the execution of their duties

20. Site Plan
The Event Organiser must provide a detailed plan of the Site/s, including details of all equipment associated with the Event, to Council at least 20 Business Days prior to the Event Pack In Date. An aerial plan can be provided by Council for completion and submission, contact Customer Service team on 07 571 8008.

21. Underground Services
The Event Organiser is responsible for identifying all underground services prior to erecting structures, tents etc. The Event Organiser must meet any costs associated with the repair of any services damaged

22. Documentation
The Event Organiser must ensure that a final version of the Event planning documentation is held on the Site for the duration of the pack in, Event and pack out, including, but not limited to the Council approval, health and safety documentation, key event contact persons and their contact details, and the site plan.

23. Event Changes
Any proposed change to the nature or timing of the Event, as set out in the Application Form, must be approved by Council, in its absolute discretion.

24. Signage
All signage relating to the Event must comply with the all applicable bylaws, policies and Reserve Management Plans.

25. On Water or Below High Tide Line
The Event Organiser must obtain written approval from the Bay of Plenty Regional Council for any water activities or use of land below the high tide line that form part of the Event. www.boprc.govt.nz

26. TECT All Terrain Park
If the Site is located at TECT All Terrain Park, the Event Organiser must also comply with all applicable Council bylaws, policies and procedures.

27. Insurance
The Event Organiser must maintain and keep in force for the duration of the pack in, Event and pack out, adequate public liability insurance cover (minimum policy limit of $1 million) with a reputable insurer. The Event Organiser must provide Council with proof of such public liability cover, including details of the insurer, any relevant exclusions and the amount of cover, at least 20 Business Days prior to the Event Pack In Date.

28. Indemnity
The Event Organiser indemnifies the Council in respect of all costs (including legal costs), claims, liabilities, losses, damage and expenses suffered or incurred by the Council and any other person claiming through the Council as a direct or indirect consequence of any unlawful, negligent, tortuous, criminal, reckless or dishonest errors, acts or omissions of the Event Organiser in the performance of the Event. To the extent permitted by law, in no event shall the Council nor its employees be liable for any damage, loss or personal injury arising whatsoever including direct, indirect, consequential, financial or special damages.

29. Special Conditions
The Event Organiser agrees to comply with any Special Conditions applicable to the Event. Where there is an inconsistency between these general terms and conditions and any Special Conditions, the Special Conditions will prevail to the extent of the inconsistency.

30. Breach of Conditions
The Event Organiser acknowledges that a breach of any of these terms and conditions or Special Conditions, may result in:
- forfeit of all or part of the bond (if any);
- closure of the Event;
- refusal to accept future bookings from the Event Organiser; and/or
- the Event Organiser being liable for any extra costs incurred.

31. Disputes
In the event of any dispute arising as to the meaning of any of these terms and conditions, or between the Event Organiser and the Council, the parties will use their best endeavours to resolve the dispute. A party must notify the other if it considers a matter is in dispute and the parties' senior managers will attempt to resolve the dispute through direct negotiation. If the dispute is not resolved within 10 Business Days of notification, the parties will refer the dispute to mediation or some other form of alternative dispute resolution. Each party will pay its own costs of mediation or alternative dispute resolution.

32. No waiver
No waiver or any breach, or failure to enforce any provision of these terms and conditions at any time by Council will in any way effect, limit or waive Council's right to enforce and compel strict compliance with the provisions of these terms and conditions

Continued

15. DECLARATION

I declare on behalf of the Event Organiser that;

- The information provided with this Application Form is true and correct and not misleading in any material respect according to the best of my knowledge.
- I have read, understood and agree to abide by Western Bay of Plenty District Council's Terms and Conditions.
- I agree to abide by any additional conditions which Western Bay of Plenty District Council advise in the exercise of its grant of approval of the event.
- I confirm that I am the authorised signatory for the Event Organiser.

Full name:

Title / position:

Date: **Signature:**

Please print, sign, scan and email the form plus attachments to: reservebookings@westernbay.govt.nz

or deliver/post to:
Engineering Systems Technician, Western Bay of Plenty District Council, Barkes Corner, 1484 Cameron Road, Greerton, Tauranga 3112 or Private Bag 12803, Tauranga Mail Centre, Tauranga 3143.

Western Bay of Plenty District Council

PEOPLE · PLAN · PROGRESS

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Ph 07 571 8008 (24 hours) · F 07 577 9820
Freephone 0800 WBOPDC 0800 926 732
E customerservice@westernbay.govt.nz
www.westernbay.govt.nz

ATTACHMENT C

Western Bay District Council

30 March 2018

RECEIVED
10 APR 2018
WESTERN BOP DISTRICT COUNCIL

Miriam Taris
Chief Executive Officer
Western Bay Council

Hill Climb Event

Dear Miriam

This letter to advise WBOP District Council that I object to the Hill Climb Event organised to occur on 6 May 2018.

1. Disruption to properties owners road use
2. Damage to an already problematic road surface
3. Dust to my property.
4. Thoughtless participates involved in the preparation of the Hill Climb for selfish pleasure rather than the property owners who live on Harvey Rd.

C Smiler
Charlie Smiler.

Western Bay of Plenty District Council

Operations and Monitoring Committee

Animal Shelters

Purpose

Tenders have been received for the construction of extensions to the dog pounds at Te Puke and Katikati.

The lowest tender for the work is $605,286. The budget for both pounds is $350,000 of which, $25,000 has been set aside for fees and Consents. The shortfall in budget after taking these costs into account is therefore $280,286.

Direction is sought from the Committee on how best to proceed with the project. Options include: do not proceed with the project; proceed with one shelter at this time; proceed with two shelters of reduced size and scope, or proceed to build both shelters and amend the financial model.

Recommendation

1. ***THAT the Strategic Property Manager's report dated 23 April 2018 and titled Animal Shelters 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.***
3. ***THAT the proposal to construct the Te Puke Animal Shelter be approved at $425,000 and be funded from internal loan over 15 years and repaid from the Animal Control cost centre, where funding exists, and that the construction of the Katikati shelter is deferred.***

   OR

4. ***THAT the proposal to construct both the Katikati and Te Puke Animal Shelters be approved at $630,000 and be funded from an internal loan of $350,000 over 15 years and repaid from the Animal Control cost centre, where funding exists, and the balance funded by contribution from the General Rate Reserve ($255,000) and the Animal Control Reserve ($25,000).***

   OR

5. ***THAT the Operations & Monitoring Committee does not proceed with the project to construct the Te Puke and Katikati animal shelters at this stage and consider retendering the work in one or two years on the basis that the construction market may improve.***

Blaise Williams
Strategic Property Manager

Approved

Gary Allis
Deputy Chief Executive

1. Background

Councillors will recall that a request for additional funding for the construction of Animal Shelters at Katikati and Te Puke was agreed for the 2017/18 financial year. This saw an increase in budget from $250,000 to $350,000.

1.1. Budget

The budget of $350,000 was based on an additional area of 130m^2 being constructed across both sites, at an average cost of $2,500 per m^2 at the end of 2016. The design envisaged an extension of the current A frame roof structure making for a relatively simple addition to the existing animal shelters. A further $25,000 was set aside for architectural and consenting costs.

1.2. Reasons for Over Budget

In the final design phase of the project, staff raised concern regarding safe dog handling practise and the need to set aside more permanent staffing facilities for administration and comfort, together with areas where veterinary work could be undertaken. These requests saw significant design change in both size and shape of the building, particularly as the Te Puke site was further compromised by a new requirement to provide an egress for truck and trailer units servicing the adjoining sewer treatment plant. **Attachment A**

The final design is shown on **Attachments B, C, D and E**

As a consequence of the above and a heated construction market, tender prices received ranged between $605,286 and $614,719. Indicating a cost of $3,498/m^2. Discussions with the lowest tenderer indicated that they had only put in a tender out of professional courtesy to the architect Council employed, as they are really busy for the rest of the calendar year.

Table of Cost Increases	
Initial design Based on 130M2 @ $2500/m^2	$325,000
Additional scope and design requirements 43m^2 at $2500	$107,500
15% cost escalation in materials and labour	$64,875
Market factors	$107,911
Total	**$605,286**

1.3. Proposal 1

Discussions with staff suggest that a way forward may be to accept a tender to construct the full final design for Te Puke for an indicative cost of $394,000 plus consultant and consenting fees (say $425,000 in total). The advantages of this course of action would be to future proof the Te Puke animal shelter and in the short term provide an overflow facility for Katikati, in the event it is required. This option would necessarily see the Katikati shelter construction postponed to a further funding round.

Funding of the $350,000 was to have been by internal loan over 10 years at 6%. This would cost the Animal Control activity $47,554 per annum.

Funding of the new proposal of $425,000 over 15 years at 6% would cost the Animal Control activity $43,759. The budget manager and Finance have confirmed these costs, and that sufficient funds exist in the Animal Control activity to fund the loan required to undertake this work.

1.4. Proposal 2

Approve the tender price of $605,286 for both the Katikati and Te Puke shelters and approve a contribution of $255,000 from the General Rate Reserve, and $25,000 from the Animal Control Reserve to undertake the full reconstruction of both shelters. Again, discussions with the budget manager and with Finance indicate that the operational budget would be able to fund this additional cost.

Scope	Detail	Area	Cost per m^2	Total Construction Cost	Annual Funding Cost
Initial scope	Single Roof A frame Extension	$130m^2$	$2500/m^2$	$325,000	$47,554 (10 years)
Final design	Off set roof and passage plus new building $173m^2$	$173m^2$	$3498/m^2$	$605,286	$64,866 (15 years)
Proposal 1	Full Te Puke option	$110m^2$	$3576/m^2$	$425,000	$43,759 (15 years)
Proposal 2	Undertake full final design	$173m^2$	$3498/m^2$	$255,000 (General rate reserve) $350,000	$36,037 (15 years)

Please note that the total construction cost excludes professional fees and consent fees.

1.5. General Comment

Discussions with folk in the construction industry have indicated significant construction price increases. For example, precast panels have increased from $180/m^2$ two years ago, to $350/m^2$ today, with the majority of the increase attributed to the unavailability of supply.

Quantity surveyors are seeing construction price rises of 10%-15% per annum depending on location, but comment that the primary driver for increased pricing is that the construction market is at capacity and consequently quoting is high in the hope they don't get the work.

2. Significance and Engagement

The Local Government Act 2002 requires a formal assessment of the significance of matters and decisions in this report against Council's Significance and Engagement Policy.

In making this formal assessment there is no intention to assess the importance of this item to individuals, groups, or agencies within the community and it is acknowledged that all reports have a high degree of importance to those affected by Council decisions.

The Policy requires Council and its communities to identify the degree of significance attached to particular issues, proposals, assets, decisions, and activities.

In terms of the Significance and Engagement Policy this decision is considered to be of low significance because it is primarily focussed on internal servicing of the animal control activity. However, the Council has consulted on the construction of the two animal shelters through the last LTP process.

3. Engagement, Consultation and Communication

Interested/Affected Parties	Completed/Planned Engagement/Consultation/Communication
Name of interested parties/groups	
Staff	A full consultation process has been undertaken with staff, and they have had input into the design of the shelters
Elected members	The project is on the project list approved by Council

4. Issues and Options Assessment

Option A ***THAT the proposal to construct the Te Puke Animal Shelter be approved at $425,000 be funded from internal loan over 15 years and repaid from the Animal Control cost centre, where funding exists, and that the construction of the Katikati shelter is deferred.***	
Assessment of option for advantages and disadvantages taking a sustainable approach	This would ensure capacity for Te Puke moving forward and short term overflow capacity for Katikati. The construction would include all staff needs relating to health and safety and provide basic work place accommodation
Costs (including present and future costs, direct, indirect and contingent costs) and cost effectiveness for households and businesses	Annual costs would be $43,759 and whilst there would be marginal additional operating costs these would be relatively minor.
Other implications	
Option B ***THAT the proposal to construct both the Katikati and Te Puke Animal Shelter be approved at $630,000 be funded from internal loan over 15 years and repaid from the Animal Control cost centre, where funding exists.***	
Assessment of option for advantages and disadvantages taking a sustainable approach	This option would protect the Councils ability to manage its responsibilities regarding dog control and allow its staff to work in an environment that is significantly safer than it is at present.
Costs (including present and future costs, direct, indirect and contingent costs) and cost effectiveness for households and businesses	This option would cost an additional $64,866 per annum plus marginal additional operational costs over and above existing.
Other implications	