

Notice of Meeting:

I hereby give notice that an ordinary Meeting of the Finance Committee will be held on:

Date: Thursday 5 December 2024
Time: 9:30 am
Meeting Room: Council Chamber and Audio-Visual Link
Venue: Municipal Building, Garden Place, Hamilton

Lance Vervoort
Chief Executive

Finance and Monitoring Committee

Te Komiti me ngaa Puutea

OPEN AGENDA

Membership

Chairperson Cr Maxine van Oosten
Heamana

Deputy Chairperson Cr Moko Tauariki
Heamana Tuarua

Members	Mayor Paula Southgate	Cr Ewan Wilson
	Deputy Mayor Angela O’Leary	Cr Louise Hutt
	Cr Maria Huata	Cr Geoff Taylor
	Cr Emma Pike	Cr Andrew Bydder
	Cr Mark Donovan	Cr Sarah Thomson
	Cr Anna Casey-Cox	Cr Kesh Naidoo-Rauf
	Cr Tim Macindoe	

Quorum: A majority of members (including vacancies)

Meeting Frequency: Two monthly

Amy Viggers
Mana Whakahaere
Governance Lead

27 November 2024

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Purpose:

The Finance and Monitoring Committee is responsible for:

1. Monitoring Council's current financial strategy, and financial performance against the Long Term Plan and Annual Plan.
2. Determining financial matters within its delegations and Terms of Reference and making recommendations to Council on financial matters outside its authority.

In addition to the common delegations on page 10, the Finance and Monitoring Committee is delegated the following Terms of Reference and powers:

Terms of Reference:

3. To provide direction on Council's financial strategy and monitor performance against that strategy.
4. To monitor Council's financial performance against the Council's Long Term Plan and the impact of the financial performance on services levels and rate payers' value.
5. To monitor Council's capital expenditure against the Council's Long Term Plan.
6. To monitor Council's service delivery performance as outlined in the Council's Long Term Plan.
7. To develop and monitor policy related to the following matters:
 - a) financial management;
 - b) revenue generation; and
 - c) procurement and tendering.
8. To monitor the probity of processes relating to policies developed by the Finance and Monitoring Committee.
9. To provide clear direction to the Local Government Funding Agency on Council's expectations, including feedback on the draft statements of intent.
10. To receive six-monthly reports from the Local Government Funding Agency.

The Committee is delegated the following powers to act:

- Approval of operating expenditure within the Long Term Plan or Annual Plan that exceeds the Chief Executive's delegation, excluding expenditure which:
 - i. contravenes the Council's Financial Strategy; or
 - ii. significantly alters any level of service outlined in the applicable Long Term Plan or Annual Plan; or
 - iii. impacts Council policy or practice, in which case the delegation is recommendatory only and the Committee may make a recommendation to the Council for approval.
- Approval of contractual and other arrangements for supply and services, and revenue generating contracts, which:
 - i. exceed the Chief Executive's delegations, but
 - ii. exclude contracts or arrangements that are reserved for the Council or another Committee's approval.
- Approval to write-off outstanding accounts that exceeds the Chief Executive's delegation.

The Committee is delegated the following recommendatory powers:

- To set the direction of Council's Financial Strategy.
- The Committee may make recommendations to Council.
- The Committee may make recommendations to other Committees.

Recommendatory Oversight of Strategies:

- Financial Strategy

Recommendatory Oversight of Policies and Bylaws:

- *Funding Needs Analysis Policy*
- *Investment and Liability Management Policy*
- *Rates Remissions and Postponements Policy*
- *Rating Policy*
- *Revenue and Financing Policy*

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1 Apologies – *Tono aroha*

2 Confirmation of Agenda – *Whakatau raarangi take*

The Committee to confirm the agenda.

3 Declaration of Interest – *Tauaakii whaipanga*

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

4 Public Forum – *Aatea koorero*

As per Hamilton City Council's Standing Orders, a period of up to 30 minutes has been set aside for a public forum. Each speaker during the public forum section of this meeting may speak for five minutes or longer at the discretion of the Chair.

Please note that the public forum is to be confined to those items falling within the terms of the reference of this meeting.

Speakers will be put on a Public Forum speaking list on a first come first served basis in the Council Chamber prior to the start of the Meeting. A member of the Council Governance Team will be available to co-ordinate this. As many speakers as possible will be heard within the allocated time.

If you have any questions regarding Public Forum please contact Governance by telephoning 07 838 6699.

Council Report

Committee: Finance and Monitoring Committee

Date: 05 December 2024

Author: Ash Rawiri

Authoriser: Michelle Hawthorne

Position: Governance Advisor

Position: Governance and Assurance Manager

Report Name: Confirmation of the Finance and Monitoring Committee Open Minutes 15 October 2024

Report Status	<i>Open</i>
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Staff Recommendation - *Tuutohu-aa-kaimahi*

That the Finance and Monitoring Committee confirm the Open Minutes of the Finance and Monitoring Committee Meeting held on 15 October 2024 as a true and correct record.

Attachments - *Ngaa taapirihanga*

Attachment 1 - Finance and Monitoring Committee Open Minutes 15 October 2024

Finance and Monitoring Committee *Te Komiti Aroturuki me ngaa Puutea* OPEN MINUTES

Minutes of a meeting of the Finance and Monitoring Committee held in Council Chamber, Council Chamber and Audio-Visual Link, Municipal Building, Garden Place, Hamilton on Tuesday 15 October 2024 at 9:30am.

PRESENT

Chairperson	Cr Maxine van Oosten
<i>Heamana</i>	
Deputy Chairperson	Cr Moko Tauariki
<i>Heamana Tuarua</i>	
Members	Deputy Mayor Angela O'Leary (via Audio Visual link) Cr Maria Huata Cr Emma Pike (via Audio Visual link) Cr Mark Donovan Cr Anna Casey-Cox Cr Tim Macindoe Cr Ewan Wilson Cr Louise Hutt Cr Geoff Taylor (via Audio Visual link) Cr Andrew Bydder Cr Sarah Thomson

External Presenters Andrew Michl – Local Government Funding Agency

The Chair opened the meeting with a karakia. They acknowledged General Manager Business Services attendance in this committee as being his last.

- 1. Apologies – *Tono aroha***
Resolved: (Cr Wilson/Cr Hutt)
That the Finance and Monitoring Committee accepts the apologies for partial attendance from Mayor Southgate and Cr Pike, and for full absence from Cr Naidoo-Rauf.
- 2. Confirmation of Agenda – *Whakatau raarangi take***
Resolved: (Cr Van Oosten/Cr Tauariki)
That the Finance and Monitoring Committee confirms the agenda.
- 3. Declarations of Interest – *Tauaakii whaipaanga***
No members of the Council declared a Conflict of Interest.
- 4. Public Forum – *Aatea koorero***
John McDonald-Wharry spoke to Item 6 (Capital Portfolio Monitoring Report) and Item 7 (Financial Performance and Strategy Report) in particular his concerns with the staff report such as the debt to revenue ratio and growth paying for growth.

5. Confirmation of Finance and Monitoring Committee Open Minutes 29 August 2024**Resolved:** (Cr Casey- Cox /Cr Thomson)

That the Finance and Monitoring Committee confirm the Open Minutes of the Finance and Monitoring Meeting held on 29 August 2024 as a true and correct record.

6. Capital Portfolio Monitoring report

The I&A Contract Finance Manager the Executive Director Commercial & Advisory spoke to the report highlighting deferrals, expenditure, risks and contract increases. Executive Director. Staff responded to questions from Elected Members concerning risk assessment expenditure for project management, cancellation of projects and capital programme revenue.

Resolved: (Cr Van Oosten/Cr Tauariki)

That the Finance and Monitoring Committee

- a) receives the report; and
- b) approves an increase in the Approved Contract sum for Contract 540-2020 with Tika Group Limited by \$100,000.00 setting a revised Approved Contract Sum at \$1,100,00.00 (plus GST).

7. Financial Performance & Strategy Report to 31 August 2024 (Recommendation to the Council)

The Accounting Manager spoke to the report. Staff responded to questions from Elected Members concerning debt revenue constraints, interest rates and interest rates swaps clarification, loss on disposal of assets and favourable Development Contributions result.

Staff Action: Staff undertook to provide members further information concerning the favourable \$0.8m that was in relation to a historic noise complaint.

Resolved: (Cr Wilson/Cr Thomson)

That the Finance and Monitoring Committee:

- a) receives the report; and
- b) recommends that the Council:
 - i. approves the capital movement as identified in the 15 October 2024 Capital Portfolio Monitoring Report;
 - ii. notes the capital movement includes the impact of reduced NZTA subsidy revenue in years 2024-25 to 2026-27, as detailed in the Infrastructure and Transport Committee on 26 September 2024;
 - iii. notes, in order for Council to not breach its Debt to Revenue limits in those years, has temporarily forecast a reduction in Council's Transport capital spend equivalent to the assumed NZTA subsidy revenue loss in years 2024-25 to 2026-27 (effectively retaining local share only), pending a review and further Council decisions on the revised Transport capital programme at the 31 October 2024 Council meeting;
 - iv. notes the revised Financial Strategy position for Debt to Revenue, Net Debt and Balancing the Books as set out in paragraphs 49 to 51 of this staff report; and
- c) notes that there may be further adjustment in the preparation of the Annual Report.

8. New Zealand Local Government Funding Agency - 2024 Annual Report

Mr Michl, Local Government Funding Agency representative, provided Members with a presentation concerning the agency's 2024 Annual Report. He responded to questions from Elected Members concerning investment in growth, increases in inflation and infrastructure costs, risk to the Council, Council's Standard & Poor's rating, leading in the environmental space, definition of a high growth councils, and future lending certainty.

Resolved: (Cr Van Oosten/Cr Huata)

That the Finance and Monitoring Committee receives the report.

Cr Pike retired from the meeting (10:42am) during the discussion of the above item. She was not present when the matter was voted on.

The Meeting was adjourned 11:15am to 11:30am

9. Facilities Electrical Maintenance Contract

The Operate & Maintain Unit Director spoke to the report noting the Approved Contract Sum was not seeking funding and was budgeted for. Staff responded to questions from Elected Members concerning the contract terms and social procurement.

Resolved: (Cr Van Oosten/Cr Bydder)

That the Finance and Monitoring Committee:

- a) receives the report;
- b) approves an increase in the Approved Contract Sum for Contract 441-2020 with Feisst Electrical Ltd, for delivery of facilities electrical maintenance and associated services, from \$3,132,000 to \$4,714,000; and
- c) notes that the increased contract sum is to enable works that have been budgeted in the 2024-34 Long-Term Plan.

10. Reticulated Natural Gas Contract 18202

Operate & Maintain Unit Director spoke to the report and highlighted the gas usage of council asset. Staff responded to questions from Elected Members concerning strategy surrounding natural gas phaseout.

Staff Action: *Staff undertook to circulate additional information concerning funded/unfunded projects to reduce Councils reliance on gas.*

Resolved: (Cr Thomson/Cr Casey-Cox)

That the Finance and Monitoring Committee:

- a) receives the report; and
- b) notes the increase of the Approved Contract Sum for Contract 18202 Collective AoG Reticulated Gas Supply Agreement from \$4,200,000 to \$5,777,000 with extension until 30 September 2025 was approved following the emergency procurement processes.

11. Resolution to Exclude the Public

Resolved: (Cr van Oosten/Cr Casey-Cox)

Section 48, Local Government Official Information and Meetings Act 1987

That the public be excluded from the following parts of the proceedings of this meeting, namely consideration of the public excluded agenda.

The general subject of 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 follows.

General subject of each matter to be considered	Reasons for passing this resolution in relation to each matter	Ground(s) under section 48(1) for the passing of this resolution
C1. Confirmation of the Finance and Monitoring Committee Public Excluded Minutes of 29 August 2024) Good reason to withhold) information exists under) Section 7 Local Government) Official Information and) Meetings Act 1987	Section 48(1)(a)

This resolution is made in reliance on section 48(1)(a) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by Section 6 or Section 7 of that Act which would be prejudiced by the holding of the whole or relevant part of the proceedings of the meeting in public, as follows:

Item C1.	to prevent the disclosure or use of official information for improper gain or improper advantage	Section 7 (2) (j)
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The meeting moved into Public Excluded Session at 11.43am.

The meeting was declared closed at 11.46am.

Council Report

Item 6

Committee: Finance and Monitoring Committee

Date: 05 December 2024

Author: Ash Rawiri

Authoriser: Michelle Hawthorne

Position: Governance Advisor

Position: Governance and Assurance Manager

Report Name: Chair's Report 5 December 2024

Report Status	Open
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Recommendation - *Tuutohu*

That the Finance and Monitoring Committee receives the Chair's Report.

Attachments - *Ngaa taapirihanga*

Attachment 1 - Chair's Report



Chair's Report

Welcome and Farewells

First, I'd like to extend a warm welcome to our new Chief Financial Officer, Gary Connolly, who joins us from Whakatāne District Council, with previous experience including at Hato Hone St John. I look forward to working with him and benefiting from the fresh perspective he brings to our Council & this Committee.

We are also saying our final goodbye to General Manager of Business Services, David Bryant who is taking the role of CEO of Waipuna Hospice in Tauranga. We thank him for his contributions and wish him well.

Long Term Plan Amendment

As another year wraps up, we face the challenge of an amendment to the 2024-2034 Long Term Plan to respond to Government reform and changes in Government partnership funding. I'd like to acknowledge Mayor Paula's guidance, encouraging restraint in proposing new projects for inclusion. We know there is growing upward pressure on our everyday costs - particularly in areas like power, natural gas & insurance.

Every project added at this stage can impact our ability to balance the books in year 3 and could jeopardise the surpluses required to manage our debt in later years. Finalising the amendment and adopting an Annual Plan in 2025 will feature highly in our work programme.

Water Reform

The Coalition Government requires us to present a Water Services Plan by 3 September 2025. The work involved in preparing this plan is significant and the implications of separating water services for Hamilton City Council are not to be underestimated.

Councillors will make a critical decision on the next steps during our meeting on 12 December.

Regardless of the outcome, we must recognise that uncertainties will persist for several years as the new way of working is established and bedded in. I encourage all members to be thoughtful and deliberate when making spending decisions during this period of change.

LGNZ - Funding and Financing Toolkit

Local Government New Zealand (LGNZ) has recently launched their Funding and Financing Toolkit. This set of resources is designed to facilitate engagement with central government, our communities, and partners to develop more sustainable funding solutions for local government. You can explore the toolkit here: [Funding and Financing Toolkit](#). It might be a good addition to your summer reading list! And I'm sure we'll have the chance to explore how our Council can utilise some of these options.

Demystifying Finance Sessions

Thank you to Sarah Vaz for your willingness to continue our demystifying finance sessions. These provide valuable opportunities for in-house professional development, clarifying questions, and testing new ideas. I appreciate members' interest and attendance, and we look forward to continuing these sessions in 2025, covering topics you suggest as well as those relevant to the time.

Acknowledgments and Season's Greetings

As this is the final Finance and Monitoring Committee meeting of the year, I would like to thank my Deputy, Cr Moko Tauariki, for his support and contribution. Together we wish you all a very happy and restful holiday season with your families and loved ones.

Meri Kirihimete!

Cr Maxine Van Oosten, Chair, Finance and Monitoring Committee

Cr Moko Tauariki, Deputy Chair, Finance and Monitoring Committee

Recommendation:

That the Chair's Report be received.

Council Report

Committee: Finance and Monitoring Committee
Date: 05 December 2024
Author: Iain Anderson
Authoriser: Chris Allen
Position: Capital Financial Lead
Position: Executive Director Commercial & Advisory
Report Name: Capital Portfolio Monitoring report

Report Status	<i>Open</i>
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Purpose - *Take*

1. To inform the Finance and Monitoring Committee on the financial performance of the 2024-25 capital portfolio for the four months ended 31 October 2024. The financial performance is a measure against the revised budget position.

Staff Recommendation - *Tuutohu-aa-kaimahi*

2. That the Finance and Monitoring Committee:
 - a) receives the report; and
 - b) for Contract 1899-2023; HVAC and Gasworks Renewals;
 - i. approves removal of the individual Approved Contract Sum of \$3.0m for each individual panel member under contracts 1899-2023 A, B, C and D, reflecting the intent for them to be zero sum, zero scope panel contracts;
 - ii. approves an Approved Contract Sum of \$12.0m for the overall Contract 1899-2023; and
 - iii. delegates approval to the Design and Deliver Unit Director to approve project awards to individual panel members and to progress payments up to the combined Approved Contract Sum of \$12.0m. approve.

Executive Summary - *Whakaraapopototanga matua*

2. This report is to be read in conjunction with the Financial Performance and Strategy Report for the period ended 31 October 2024.
3. Financial figures are presented in billions (b), millions (m) and thousands (k).
4. The total capital expenditure budget that was approved in the 2024-34 Long-Term Plan budget is \$4.4b with associated capital revenue of \$592m.
5. The Council has previously resolved that the capital programme can be managed as a three-year programme, consistent with the way the renewals and compliance are being undertaken. The capital programme over the first 3 years of the 2024-34 Long-Term Plan is \$1.1b with associated revenue of \$205m.

6. The approved capital programme for the 2024-25 (current) financial year is \$344.4m with associated revenue of \$64.5m.
7. Since the adoption of the 2024-34 Long-Term Plan changes to the capital programme have been identified. These changes are grouped as follows.
 - i. deferrals from the previous financial year;
 - ii. current deferrals from the 2024-25 financial year;
 - iii. approved changes and savings; and
 - iv. impacts from the reduced New Zealand Transport Agency (NZTA) subsidy levels.
8. Deferrals from the previous financial year are \$55.2m of expenditure with associated revenue \$14.8m. The net position of \$40.4m is in line with the amount that was reported previously to the Finance and Monitoring Committee and was the amount assumed in the financial modelling used during the 2024-34 Long-Term Plan.
9. The total current year deferrals are \$20.9m. The revenue associated with the deferrals is \$7.0m.
10. Deferrals are only reported once there is a high degree of certainty. The approved deferral target for the year is \$50m, however looking at the current situation, the revised annual forecast for deferrals is likely to be between \$90m and \$130m.
11. Council has received confirmation of NZTA subsidy for the 2024-27 financial period. This amount is lower than was assumed when preparing the 2024-34 Long-Term Plan.
 - i. On 31 October 2021 Council approved a reduced aggregated transport programme of \$45.2m over 2024-27 being the first three years of the 2024-34 Long-Term Plan.
 - ii. Council noted that the Infrastructure and Transport Committee will prioritise the projects for 2024-27. A report was included on the 28 November 2024 agenda. The outcome was not known at the time this report was prepared.
 - iii. For this report, the reduced subsidy and related expenditure has been removed, leaving only the local share of the budget.
12. For the four months ended 31 October 2024, capital expenditure is \$67.3m while the associated capital revenue is \$23.7m.
13. Capital work in progress (WIP) is \$821.1m. Within this amount is \$250.5m of assets that are in service but have not yet been capitalised due to system have to remain unrolled pending completion of the 2024 Annual Report. To negate the impact on the operating result, an estimate of the depreciation amount has been made and is reflected in the operating result for the period ended 31 October 2024.
14. The value of assets capitalised for the four months ended 31 October 2024 is \$40.5m with a further \$12.8m completed and awaiting processing. Staff are well advanced with progressing the first stage of the capitalisation from the Peacocke growth cell.
15. Operational changes are being recommended to the award of a previous panel contract for minor works to create efficiencies in delivery.
16. Staff consider the matters to be of low significance and that the recommendations comply with Council's legal requirements.

Discussion - *Matapaki*

Definitions

17. To assist with understanding the attachments the following definitions apply:
 - i. Long-Term Plan 24/25 – Year 1 Approved Budget;
 - ii. Deferrals - Approved budgets from a prior year into a subsequent year;
 - iii. Bring Forwards - Approved Budget from a future year into a current year;
 - iv. Approved Changes – Changes that increase or decrease a capital budget, they require approval from Finance committee;
 - v. Savings - Changes that reduce a capital budget that require approval from the Finance and Monitoring Committee;
 - vi. Movements – Transfers between projects. These do not change the total budget.; and
 - vii. Revised Budget – the total budget reflecting the total changes described above.

Attachments

18. **Attachment 1** Programme sheets. With the start of the 2024-34 Long-Term Plan, the programme sheets have been reviewed. While the content remains consistent with previous reporting, they are now presented under the activity groups rather than the portfolio groups used previously. Further work is underway to revise the financial information for each sheet and this will be included in the next reporting round.
19. Council has 13 Activities, however not all have an associated Capital Programme. Seven activities: Community Services, Parks and Recreation, Transportation, Venues Tourism and Major Events, Stormwater, Wastewater and Water Supply have their own sheets. Four activities: Growth, Regulatory and Safety, Rubbish and Recycling and Support Services have been consolidated into a single sheet. While two activities - Governance, and Partnerships Communications and Maaori, do not have capital programmes.
20. The change to the activities approach was twofold - firstly to have direct alignment with the Operating Report, and secondly to have direct alignment with the way the Long-Term Plan, Annual Report and Annual Plan are presented.
21. **Attachment 2** is a summary schedule of the budget changes throughout the year. It lists the type of budget change for both expenditure and revenue. The schedule tracks the changes from the approved budget through to the changes being reported to this committee meeting.
22. **Attachment 3** contains a full schedule of the capital expenditure budgets. This schedule is presented using the external activities. This detail relates to the summary table in paragraph 32.
23. **Attachment 4** contains a full schedule of the capital revenue budgets. This schedule mirrors the project detail in **Attachment 3**. This detail relates to the summary table in paragraph 32.

Capital Expenditure Actual

24. The actual capital expenditure for the four months ended 31 October 2024 is \$67.3m. The comparative amount from the same period last financial year is \$111.4m.

Capital Revenue Actual

25. Capital revenue provides a significant revenue stream for Council. The 2024/25 approved budget is \$64.5m.

26. Capital revenue is broadly categorised into two sources – New Zealand Transport Agency (NZTA) subsidies, and other Capital Contributions. Examples of others are contributions received towards network connections, Government Grants and Multi-Party funding agreements.
27. The actual capital revenue for the four months ended 31 October 2024 is \$23.7m. The comparative amount from the previous year is \$22.6m. Note that capital revenue is project specific and can vary significantly between years.

Current Year Changes

28. The current year's changes have been incorporated into the Financial Strategy results through the Financial Performance and Strategy Reports to the Committee, to allow the impact to be understood.
29. Table 1 summarises the budget changes (\$000's). It starts with the approved 2024/25 Long-Term Plan and the opening deferrals and brought forwards, and then shows the reported changes along with the value of deferrals and brought forwards. A full summary table can be found in **Attachment 2**.

Table 1. Current Year Budget Changes (\$000's)

Summary Table	Expenditure	Revenue	Net Position
Opening Budget as at 1 July 2024	344,384	(64,545)	279,838
Opening Deferrals & b/fwds	55,289	(14,801)	40,488
Current Year Changes			
+/- Deferrals & b/fwds	(20,883)	7,023	(13,860)
+/- Approved Changes and Savings	(14,983)	18,627	3,644
Revised Budget as at 31 October 2024	363,806	(53,696)	310,111

30. A detailed schedule of the capital expenditure and capital revenue can be found in **Attachments 3 and 4**.

Capital Deferrals and Brought Forwards for 2024/25

31. Deferrals and brought forwards are changes to the timing of when a project is undertaken. They do not alter the value of the project.
32. During the 2024-34 Long-Term Plan the Council considered the level of deferrals on the capital programme. The Council resolved that for the 2024-25 and 2025-26 financial years deferrals be set at \$50m per year and all years beyond were set at \$80m. These amounts were reflected in the 2024-34 Long-Term Plan financial strategy modelling.
33. For the four months ended 31 October 2024 the current year's deferrals have increased by \$15.1m. The year-to-date total is now \$20.9m.
34. The notable deferrals/brought forwards for the four months ended 31 October 2024 are:
- deferring \$11.0m in expenditure for the wastewater treatment plant upgrade. There is no revenue associated with this deferral.
 - deferring \$3.5m in expenditure for the Water Supply project associated with the Infrastructure Acceleration Fund (IAF). There is an associated revenue deferral with this project of \$3.5m.
35. Full details can be found in **Attachments 3 and 4**.
36. The year end forecast for deferrals is now likely to exceed the \$50.0m approved by Council during the 2024-34 Long-Term Plan.

37. A cautious approach to delivery of year one of the 2024-25 Long-Term Plan has been adopted due to the significant uncertainty around the potential impact of the unexpected loss of NZTA on Council's financial strategy and a strong direction from Elected Members to remain within an acceptable debt/revenue ratio.
38. As part of developing the 2024-34 Long-Term Plan, the Council passed the following resolution at its 28 November 2023 meeting:
"approves the management of the capital programme as a three-year programme, consistent with how renewals and compliance are currently undertaken"
39. The cautious approach adopted through this uncertain period to ensure compliance with the financial strategy means that the level of deferrals this year will be higher than previous years and also higher than the allowance made in the financial strategy for 2024/25. The outcomes expected from the capital programme, adjusted by Council decision making to reflect the decreased NZTA subsidy and other matters outside the control of the Chief Executive, are still expected however as per the Council's November resolution.
40. Staff have made a forecast assessment that the total level of deferrals for the 2024-25 year will fall between a range \$90.0m to \$130.0m. This assessment has been made using actual progress to date, current forecasting and known factors such as the reduction on the Transportation Programme due to the reduced subsidy levels.
41. The primary driver for the forecast is due to the uncertainty of the transportation programme resulting in projects going on hold until we fully understand the financial position.
42. While the year-end forecast is not reflected in the financial strategy graphs in the Financial Performance and Strategy Report to 31 October 2024, having awareness of the likely total is important when the modelling is done for the 2025-26 Annual Plan, and the modelling for the Local Water Done Well options.
43. The forecast assessment is revised monthly, and the updated position will be reported through to the next Finance and Monitoring Committee in February 2025. Note that as time progresses, the forecast can be assessed with more accuracy.
44. While the programme is being managed over the three years it is essential that in making the forecast assessment, staff also consider the impact on the future years. This is to ensure the capital programme remains deliverable and that there is no detrimental impact on the financial strategy.

Capital Changes

45. Capital changes affect both expenditure and revenue.
46. In response to the NZTA reductions, the subsidy over the first three years of the Long-Term Plan has been removed to align with the levels that have been approved. For the purposes of modelling, the same level of expenditure has been removed, thereby leaving only the Council local share.
47. This reduction in expenditure was done to not breach the debt to revenue limits. The Council was presented with options at the Council meeting on 31 October 2024 and resolved to reduce the aggregated transport minor improvement programme over three years from 2024/25 to 2026/27. It further resolved that the Infrastructure and Transport Committee will prioritise the programme for 2024-27.
48. A full list can be found in **Attachment 3** for Capital Expenditure and in **Attachment 4** for Capital Revenue.

Work in Progress (WIP)

49. The total value of WIP for the period ended 31 October 2024 is \$821.1m, inclusive of vested assets.
50. \$250.5m or 30.5% is classified as outstanding, assets that are in use but have not yet been capitalised.
51. In the first 4 months \$40.5m has been capitalised and a further \$12.8m is awaiting processing.
52. The capitalisation process is well underway for assets in the Peacocke growth cell including the recently opened Te Ara Pekapeka Bridge. Total value of assets being capitalised in the first stage is approximately \$185m. This value is part of the \$250.5m outstanding value.

Contract 1899-2023 Panel Agreement for HVAC and Gasworks Renewals

53. At its meeting on 22 June 2023, the Finance and Monitoring Committee approved the appointment of four organisations to a panel of contractors for the delivery of HVAC and gasworks renewals for a three-year period with a right of renewal for an additional two years. The intent of the panel over the first three-year period was to award work to a cumulative value of no more than \$12.0m based on the projected forward work programme.
54. Individual contracts with zero value and zero scope were issued to each of the organisations as is normal for panel arrangements given that there is no guarantee of any work to each of the panel members, with the desire being to select the best value for money offer for Council.
55. The panel contract allows for direct individual negotiation with any panel member, and also for secondary procurement with panel members competitively contesting the work. The tender award has restricted each supplier to an Approved Contract Sum of \$3m for the first 3-year period which defeats to some extent the zero value zero scope intent of the panel which is to select the best value for money offer from the panel members.
56. A recommendation is made to remove the individual cost cap for each panel member so that the best value for money offer from the panel is accepted. If this individual cost cap is not removed, then the alternative would be to engage with the panel member directly on a separate negotiated contract noting that the CEO has delegation to do this for projects up to \$500k, but it is not as efficient.
57. In looking to seek value for money, work already awarded to one panel member under the arrangement has already exceeded the \$3.0m imposed cap and the resolutions proposed will address this situation. Since the contract was awarded there has been organisational change from Future Fit and this contract now falls under the responsibility of the Design and Deliver Unit Director where this anomaly has been picked up.
58. The original resolutions delegated authority to the Facilities Unit Manager to award individual projects and as part of the Future Fit changes this delegation will be transferred to the Design and Deliver Unit Director.

Projects Risks

59. Four projects have been assessed as having an orange risk profile (meaning that senior executives are monitoring and managing risks, and that a future decision of the Council may be required). All projects in this section will continue to be reported until the risk has been resolved. No projects are identified as Red.

Collins Road Wastewater Storage

60. This project is the first major bulk wastewater storage installation. The excavation works have breached an unexpected perched water table, and the amount of ground water experienced on site has exceeded the consent restrictions.
61. The contract has been suspended while the consenting issue is worked through with works expected to commence again early in the new year. The project completion is still expected by the end of 2024/25. The event is likely to incur additional costs which are currently being assessed.

Local Road Improvements

62. The reduction in NZTA subsidy has meant Council needed to reprioritise elements of the Transportation programme. The Infrastructure and Transport Committee will consider an initial list of projects in late November 2024 and the remaining balance in March 2025. The impact of this reprioritisation will result in a higher level of deferrals.

CERF Transport Choices – Heaphy Terrace

63. The relates to the final confirmation on the final design and NZTA subsidy.

Embassy Theatre Open Spaces

64. There are delays in receiving suitable designs for approval from third parties and discussions are ongoing with the Waikato Regional Theatre Trust. These delays will lead to the deferral of some expenditure outside the control of the Chief Executive.

Portfolio Risks

Capital Expenditure reclassification.

65. With confirmation of the reduced NZTA subsidy there is the possibility that Council will decide not to proceed with the existing projects that have been in progress with business case and design work complete. If this happens then staff would need to identify and report costs incurred to date, these costs will need to be transferred to the Operating statement.
66. The significant project under this category is the School Link Project. As at 31 October 2024 total cost incurred is \$5.8m, comprising the comprehensive Business Case \$2.2m and \$3.6m in design and pre-implementation works.
67. If expensed, these costs would impact on the both the Balancing the Books metric and the overall operating result for the 2024/25 financial year.

Legal and Policy Considerations - *Whaiwhakaaro-aa-ture*

68. Staff confirm that matters and recommendations within this report comply with Council's legal and policy requirements.
69. Staff have also considered the key considerations under the Climate Change Policy and have determined that an adaptation assessment and emissions assessment is not required for the matter(s) in this report.

Wellbeing Considerations - *Whaiwhakaaro-aa-oranga tonutanga*

70. The purpose of Local Government changed on the 14 May 2019 to include promotion of the social, economic, environmental, and cultural wellbeing of communities in the present and for the future ('the 4 well-beings').
71. The subject matter of this report has been evaluated in terms of the 4 well-beings during the process of developing this report as outlined below.

72. The recommendations set out in this report are consistent with that purpose.

Social

73. Work is currently underway to understand social procurement opportunities across our portfolio, which involves enhanced recognition and valuing of social benefits through particularly our selection of contractors.

Economic

74. Delivery of our capital works portfolio delivers significant economic benefits to Hamilton and the surrounding districts. In the past year over \$250m have been injected in the Hamilton economy. While no hard data is available there is acceptance that a substantial portion of this amount has been invested in local community thereby supporting business and employment.
75. Given the Capital programme approved in the 2024-34 Long-Term Plan totals \$2.5b, staff will undertake more detail economic modelling to understand better the economic benefits and report back to this Finance Committee.

Environmental

76. Across the capital portfolio, environmental consideration is integrated throughout the project life cycle, including design, procurement, and construction.
77. In the procurement phase all physical works contracts include a component to incorporate environmental and sustainability considerations into tender evaluation, where contractor initiatives such as materials reuse, energy requirements, electric vehicle utilisation, carbon offsets etc, can be valued.
78. Across the portfolio several works projects and programmes are specifically focussed on enhancing Hamilton's natural environment or ensuring effects of city development are not at the detriment of the natural environment.

Cultural

79. Across the portfolio, engagement and partnership with iwi is continuing at a project level, and work is underway to further align and partner at programme and portfolio levels to identify opportunities for enhanced partnership and shared outcomes. This is particularly regarding alignment with objectives of the Waikato Tainui Environmental Plan – Tai Tumu Tai Pari Tai Ao.

Risks - *Tuuraru*

80. There are no known risks associated with the recommendations in this report.

Significance & Engagement Policy - *Kaupapa here whakahira/anganui*

81. Staff have considered the key considerations under the Significance and Engagement Policy and have assessed the matters and recommendations in this report have a low level of significance.
82. Community views and preference are already known to the Council through the 2024-34 Long-Term Plan.
83. Given the low level of significance determined, the engagement level is low, and no further engagement is required.

Item 7

Attachments - *Ngaa taapirihanga*

Attachment 1 - Activity Sheets

Attachment 2 - Budget Summary

Attachment 3 - Capital Expenditure Schedule

Attachment 4 - Capital Revenue Schedule

WATER SUPPLY

WATER TREATMENT AND STORAGE - WATER DISTRIBUTION

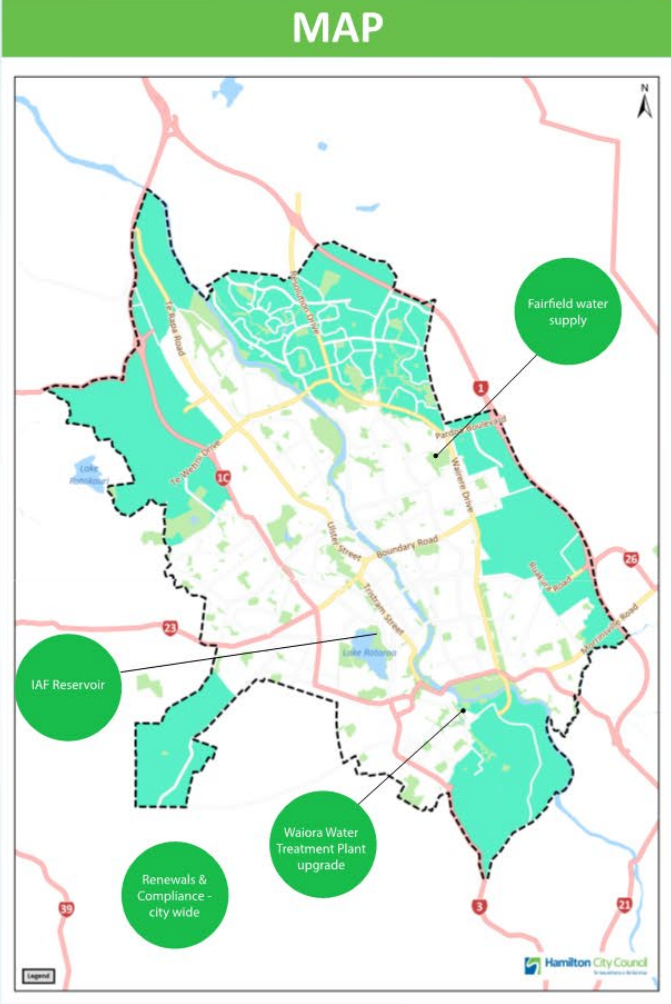
ACTIVITY OVERVIEW

He taaone tiaki taiao
A green city

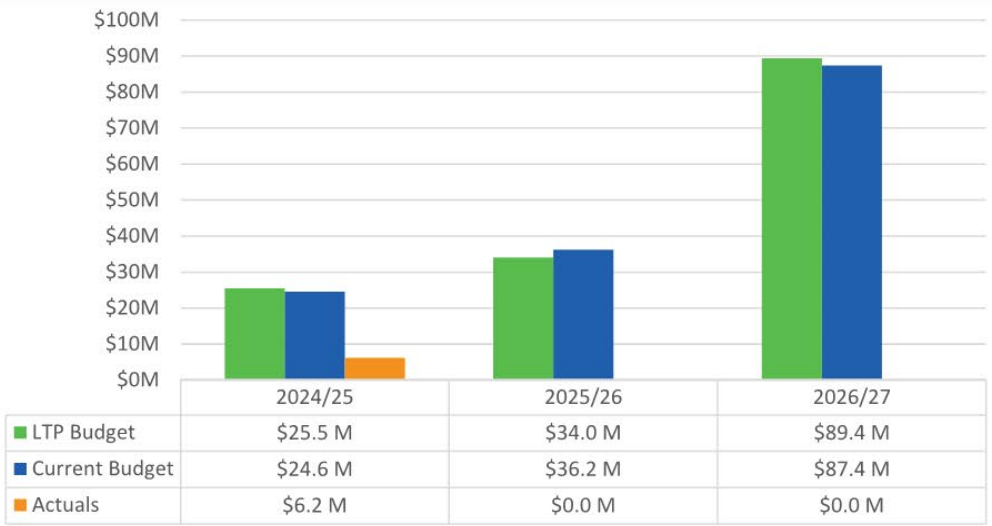
Our water projects provide Hamilton residents and businesses with a reliable, high-quality, and safe, treated water supply. We will continue to meet our legislative requirements to deliver water supply services that are safe, healthy and sustainable.

TARGET ACHIEVEMENTS FOR 24/25 - 26/27

- Design and procure contractors to build a new reservoir, pump station, and bulk water reticulation, to supply water into the central city (IAF programme).
- Complete capacity and compliance improvements at Waiora Water Treatment Plant.
- Complete the Fairfield water supply pump station upgrade.
- Complete the planned network replacement projects to minimise the risk of asset failure.



FINANCIAL PERFORMANCE



Hydrocyclones
& Raw Water Tank

Membrane
Filters

WASTEWATER

WASTEWATER COLLECTION - WASTEWATER TREATMENT AND DISPOSAL

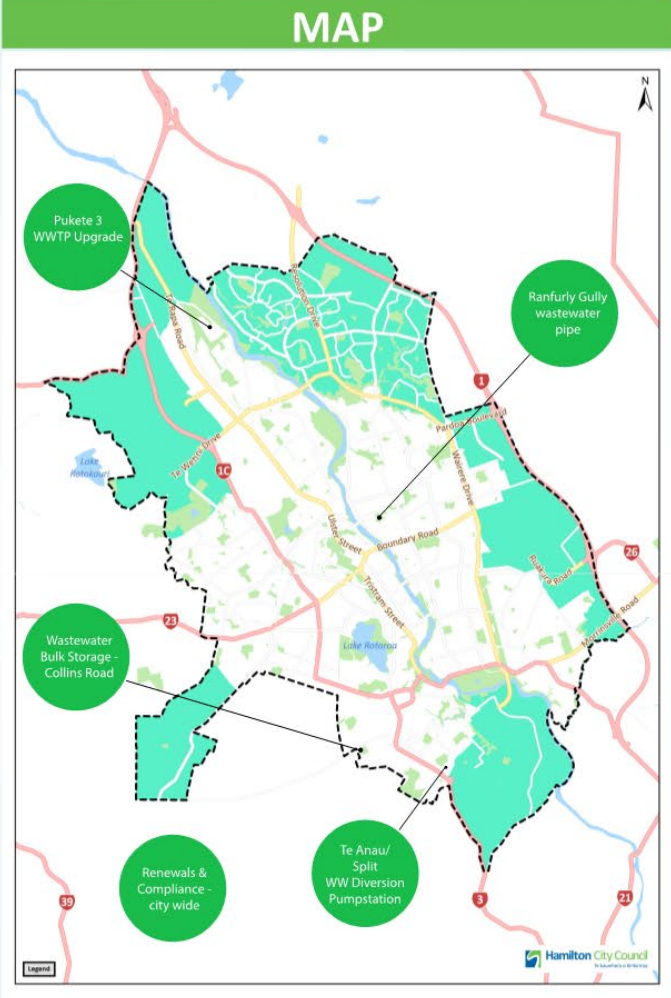
ACTIVITY OVERVIEW

He taaone tiaki taiao
A green city

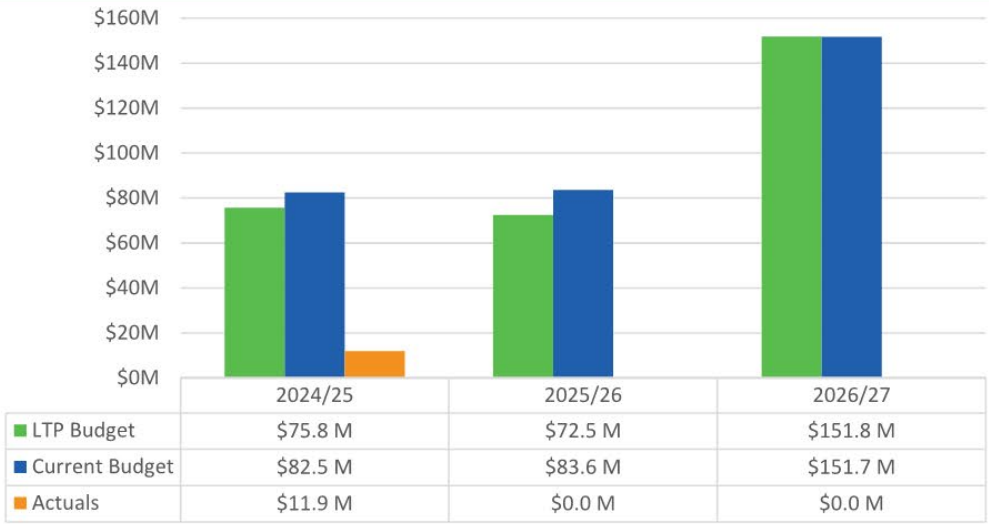
Wastewater activities provide our city with reliable and sustainable wastewater services to protect both the health of our people and our waterways. We want to continue to provide a service to collect, treat, and dispose of wastewater in a safe, healthy and sustainable way.

TARGET ACHIEVEMENTS FOR 24/25 - 26/27

- Pukete 3 wastewater treatment plant upgrade programme construction.
- Designate three wastewater bulk storage sites, complete construction of one and commence construction of a second storage facility. Complete Collins Rd Bulk Waste Water storage tank construction.
- Complete Te Anau/Split diversion wastewater pump station and Flynn wastewater pumpstation diversion.
- Ranfurly Gully to wastewater pipeline realignment.
- Complete the planned networks replacement projects to minimise the risk of asset failure.



FINANCIAL PERFORMANCE



STORMWATER

STORMWATER NETWORK (INCLUDES COLLECTION, CONVEYANCE, TREATMENT AND DISCHARGE SERVICES)

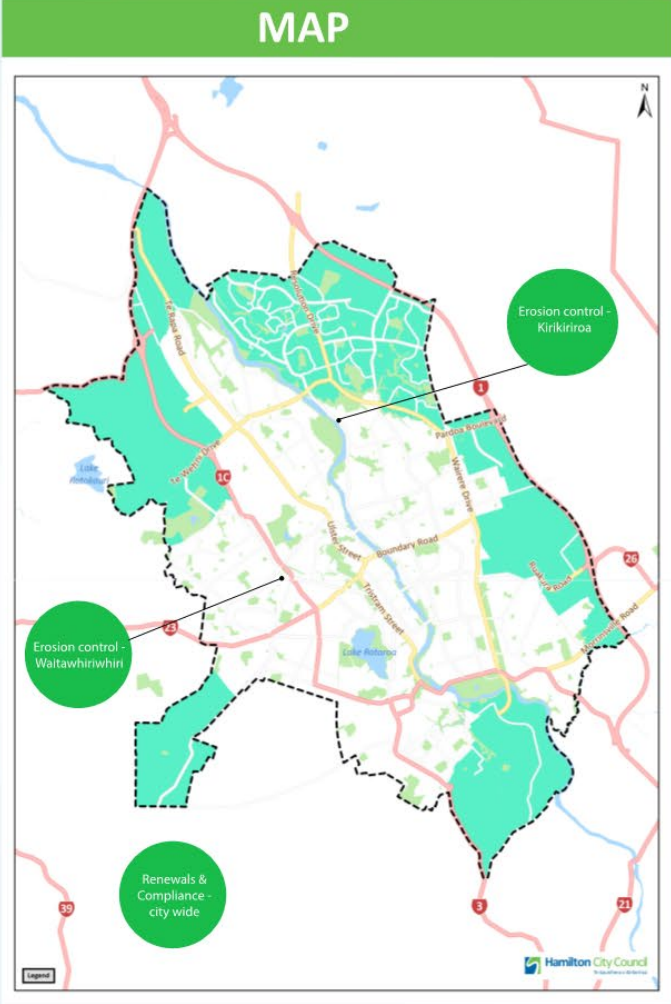
ACTIVITY OVERVIEW

He taaone tiaki taiao
A green city

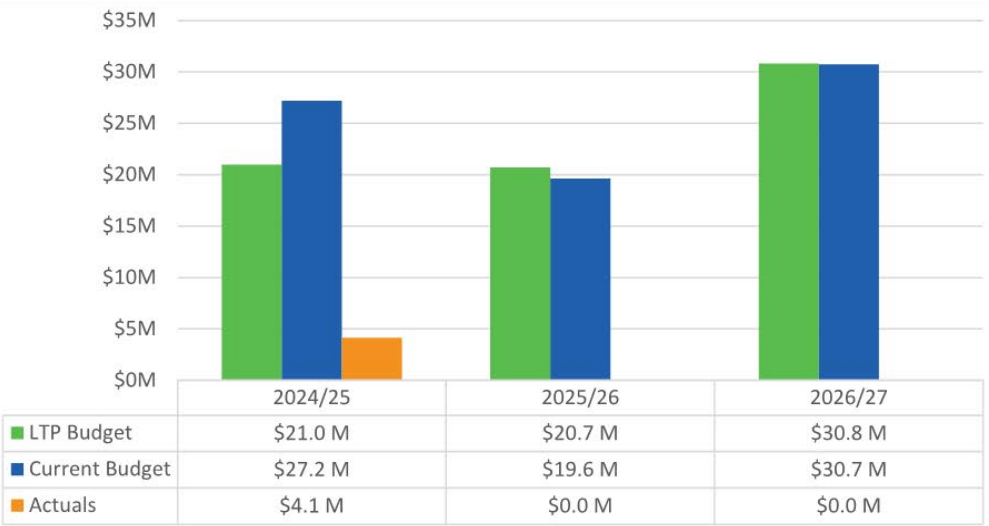
Our stormwater activities are about providing our city with services that protect people and properties from flooding, and manage the quality of our stormwater. We want to continue to maintain stormwater services that improve, promote, and protect public health, including protecting and enhancing the Waikato River.

TARGET ACHIEVEMENTS FOR 24/25 - 26/27

- Address small - medium scale flood hazard issues based on 100-year flood hazard data within Waitawhiriwhiri & St Andrews catchments.
- Stormwater Network Improvement programme for erosion remediation in Chartwell, Kirikiriroa, Mangakotukutuku and Waitawhiriwhiri catchment areas.
- Programme to complete the city's Integrated Catchment Management Plans in accordance with the city's comprehensive discharge content.



FINANCIAL PERFORMANCE



TRANSPORT

TRANSPORT NETWORK - PARKING MANAGEMENT

ACTIVITY OVERVIEW

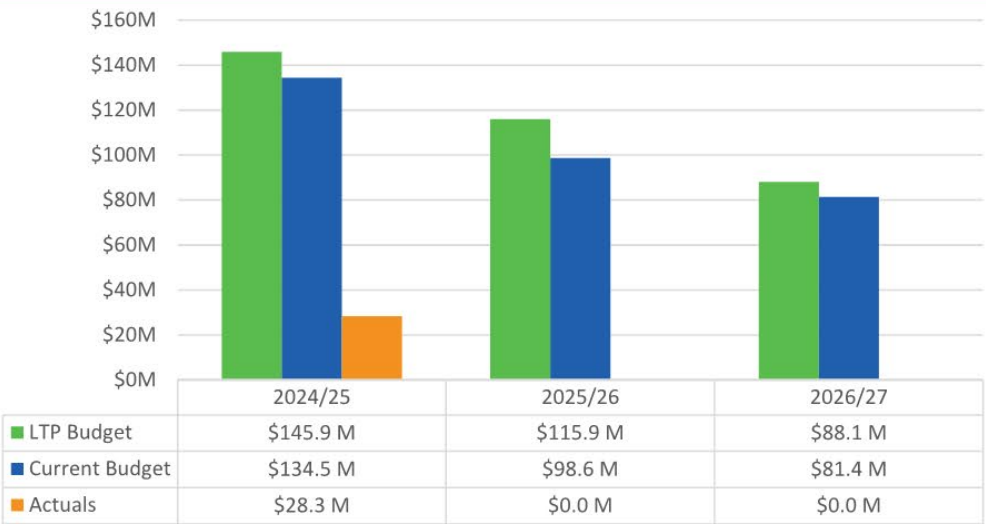
He taaone e ngaawari noa iho ana te noho
A city that's easy to live in

We want Hamilton Kirikiriroa to be a city that is easy to get around. We want to have a safe, reliable, and sustainable transport system that is accessible to everyone. It is essential we meet our legislative obligations relating to the way we manage the road corridor and transport network within our boundaries.

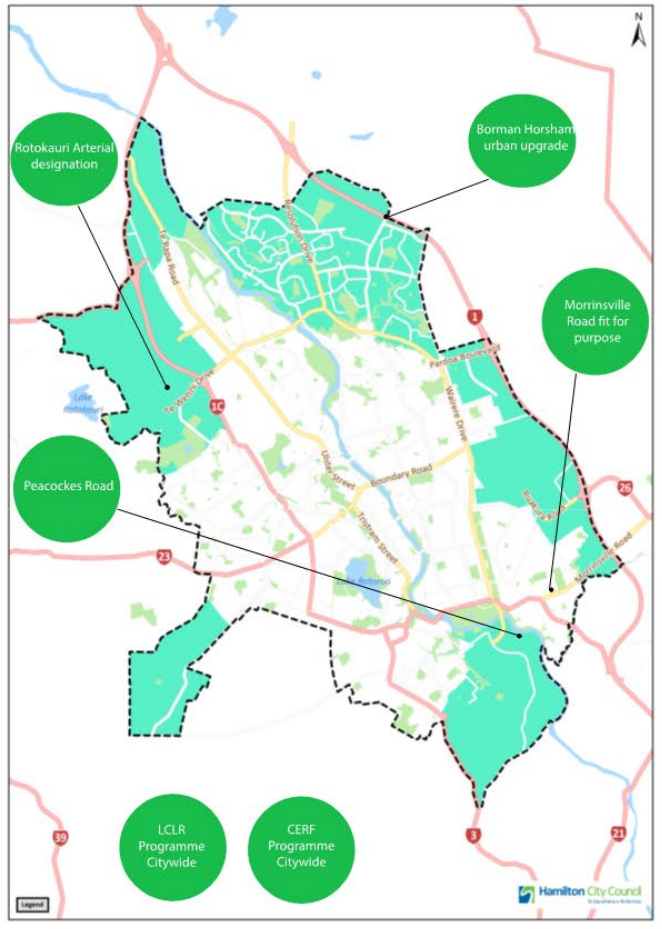
TARGET ACHIEVEMENTS FOR 24/25 - 26/27

- Complete the urbanisation of Borman/Horsham Urban Upgrade.
- Complete construction of Peacocke Road Urban Upgrade and Whatukooruru Drive, to enable residential development.
- Effectively deliver the Low Cost Low Risk works programme to significantly improve safety of our intersections and networks across the city.
- Deliver SH26 Morrinsville Road Fit for Purpose revocation.
- Close out CERF.
- Complete the Rotokauri Arterial Designation process & Hearing.
- Complete the panned network renewals and compliance to minimise the risk of asset failure.

FINANCIAL PERFORMANCE



MAP



VENUES TOURISM AND EVENTS

CLAUDELANDS, FMG STADIUM WAIKATO, SEDDON PARK - THEATRES, TOURISM AND EVENT FUNDING - HAMILTON GARDENS - TE KAARORO NATURE PRECINCT - WAIKATO MUSEUM

ACTIVITY OVERVIEW

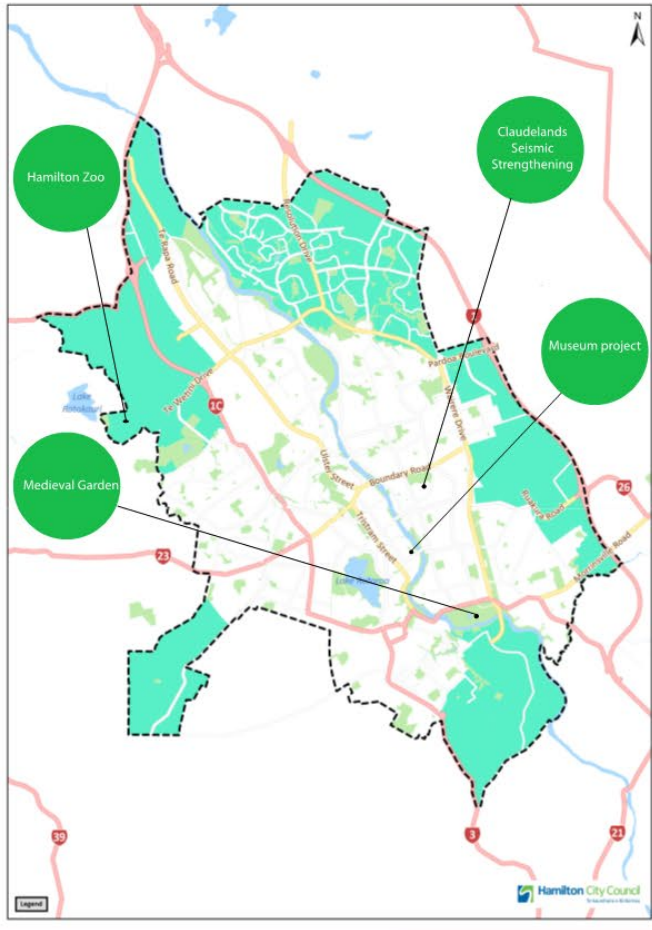
He taaone hangareka, aa, he nui ngaa mahi paarekareka
A fun city with lots to do

Our city's venues, events and visitor destinations provide all kinds of opportunities for memorable experiences and entertainment. We want to continue to deliver events that support our local business, stimulate our economy, and promote our city.

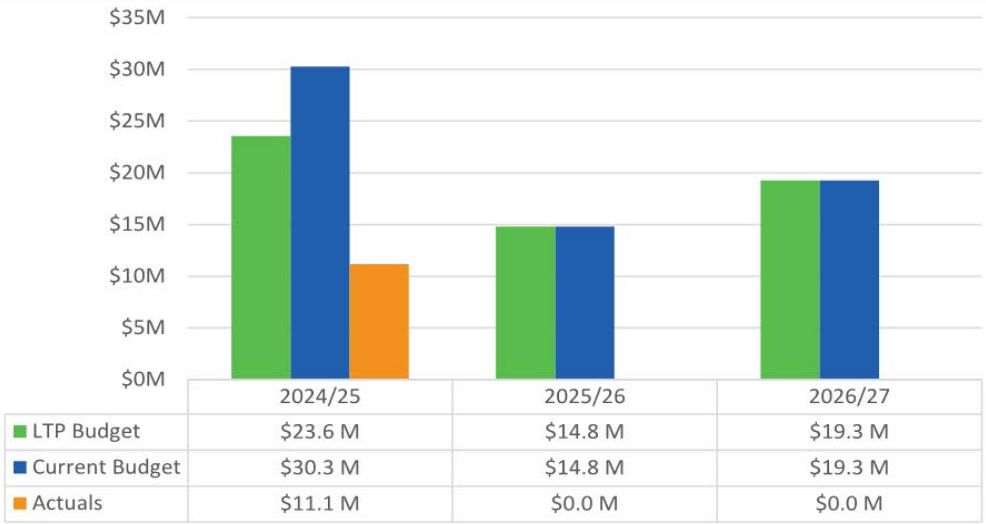
TARGET ACHIEVEMENTS FOR 24/25 - 26/27

- Complete the Museum refresh project.
- Complete the delivery of the Hamilton Gardens Medieval Garden.
- Strengthen the Claudelands Grandstand building to earthquake resilience standards and complete remedial work on borer damage for re-opening.
- Complete the Giraffe barn replacement, rhino barn relocation and utility corridor - adding services to the north of the Zoo.

MAP



FINANCIAL PERFORMANCE



PARKS AND RECREATION

PARKS - INDOOR RECREATION - CEMETERIES AND CREMATORIUM - COMMUNITY FACILITIES

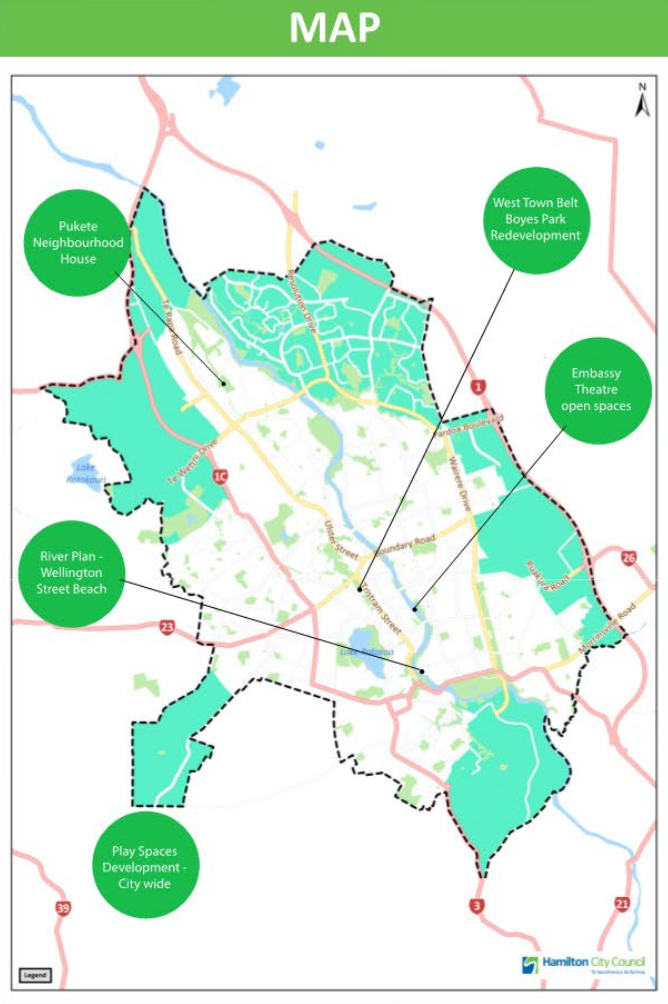
ACTIVITY OVERVIEW

He taaone hangareka, aa, he nui ngaa mahi paarekareka
A fun city with lots to do

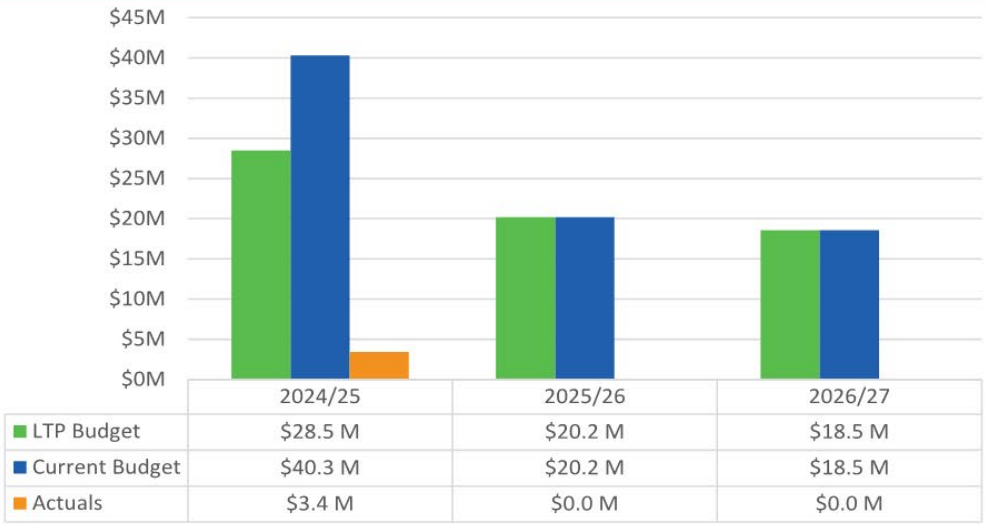
We will provide a wide range of attractive outdoor spaces, recreational and leisure activities for all Hamiltonians to enjoy. We want to provide activities and spaces that enhance the quality of life for our residents and visitors, and contribute to keeping Hamilton beautiful.

TARGET ACHIEVEMENTS FOR 24/25 - 26/27

- Redevelopment of Embassy Park aligned with Regional Theatre.
- Improvements to Wellington Street Beach including renewed toilets, paths and shade.
- Construction of a community facility next to Te Rapa Sportsdrome to operate outreach programmes for the north west of the city. Delivered by Pukete Neighbourhood House.
- Construction of a central city play space and increased provision for shade across six citywide playgrounds.
- Redevelopment of Boyes Park (site of the former Founders Theatre).
- Refurbishment of the Celebrating Age Centre.



FINANCIAL PERFORMANCE



COMMUNITY SERVICES

AQUATIC FACILITIES - LIBRARIES - CUSTOMER SERVICES

ACTIVITY OVERVIEW

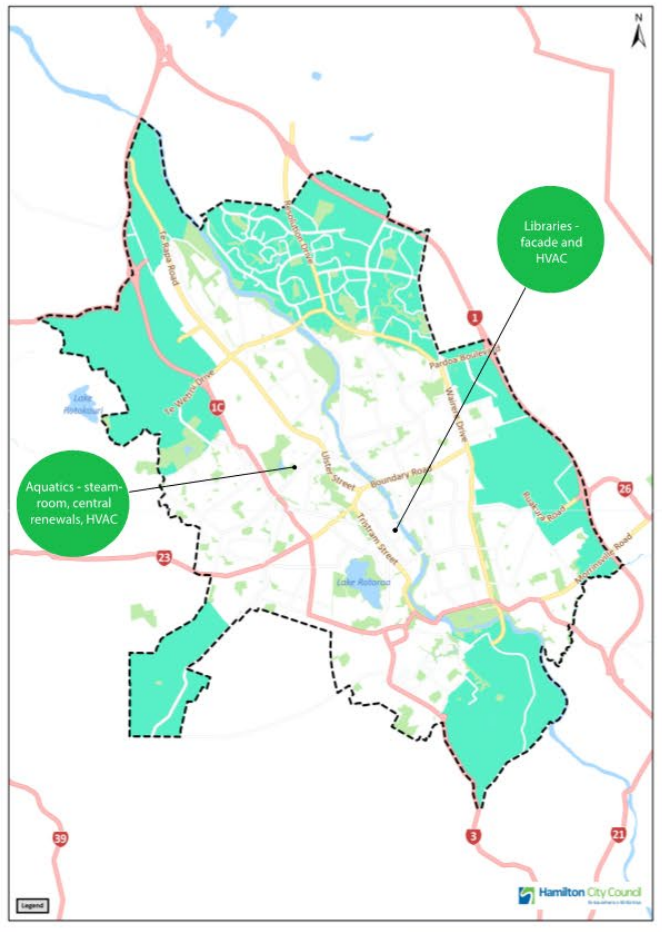
He taaone e ngaawari noa iho ana te noho
A city that's easy to live in

Through delivering the Community Services activities, we will provide libraries and aquatic facilities for people to visit and enjoy. These facilities and services promote the social and cultural wellbeing of Hamiltonians. Our customer services provide an easy point of contact for information.

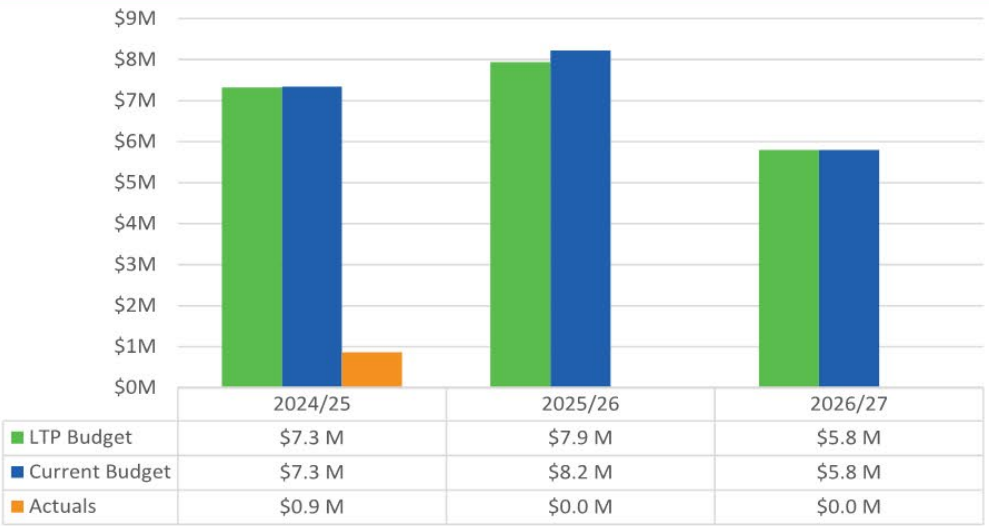
TARGET ACHIEVEMENTS FOR 24/25 - 26/27

- Delivery of weathertight façade for Central Library improvements.
- Delivery of renewed changing rooms and sauna and steam facilities at Waterworld.

MAP



FINANCIAL PERFORMANCE



Waterworld
Spa Area

Waterworld
Changing
Rooms



OTHER CAPITAL ACTIVITIES

GROWTH

Growth is about the planning that supports the growth of the city and the wider region in a boundaryless way, while ensuring Hamilton’s unique environment is protected.

RUBBISH AND RECYCLING

Rubbish and Recycling activities protect the health of Hamiltonians and the environment by providing a reliable kerbside collection service, and promote waste minimisation and resource recovery.

REGULATORY AND SAFETY

Regulatory and Safety is about ensuring Hamilton is a place where people feel safe and are protected from risks to their health and wellbeing. We want to make sure our public places are safe for the people that use them, and that legal standards are met.

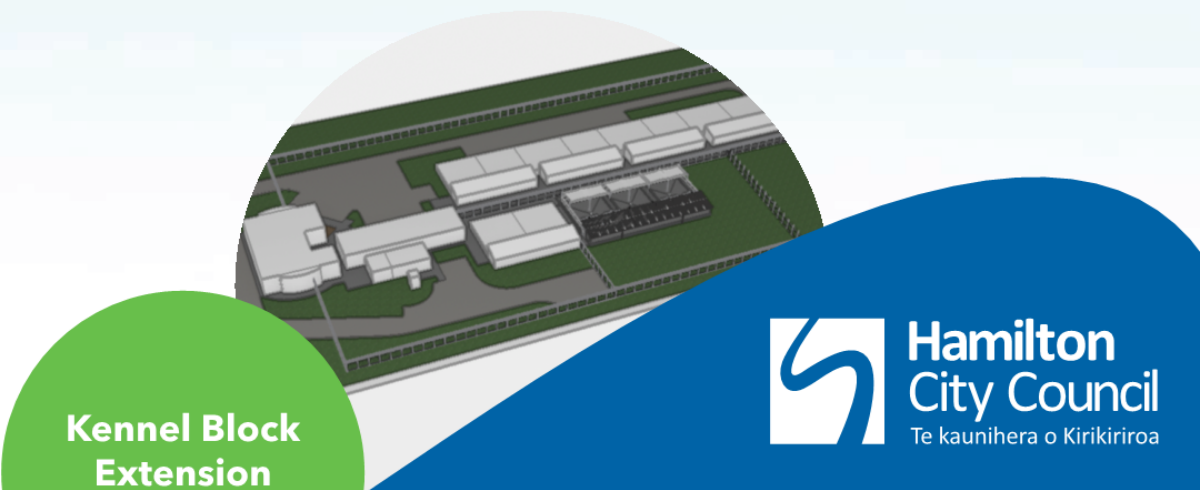
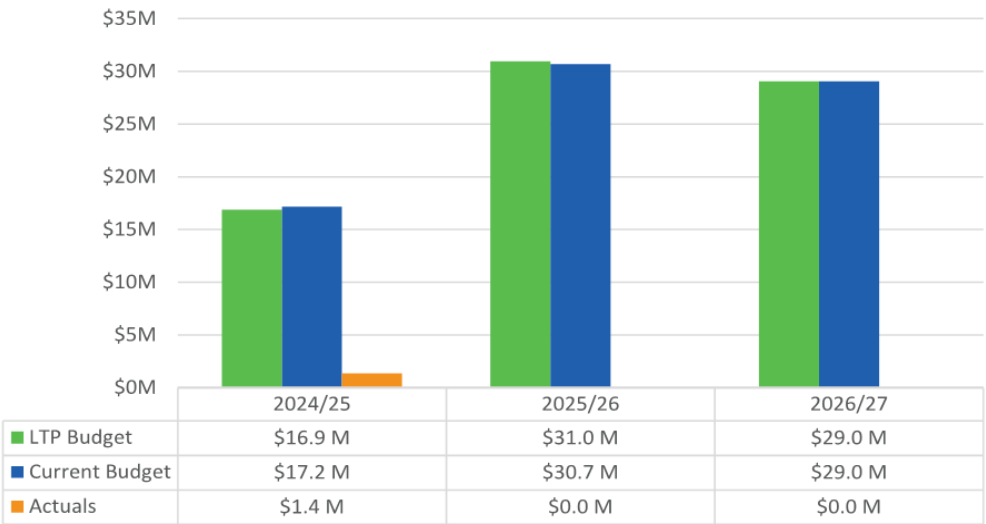
- Target Achievement: Expansion of the Animal Control kennel to meet growing demand.

SUPPORT SERVICES

Support services are the internal-facing functions of the organisation that underpin the delivery of Council’s services.

- Target Achievement: Complete customer service upgrades, fire safety upgrades, roof replacement and lift replacement to the Municipal building.

FINANCIAL PERFORMANCE



**Summary of Changes to the Capital Budget
for the 2024-25 Financial Year**

Finance Committee Meeting Date	Long Term Plan 24/25	As at 1 Jul 2024	As at 30 Aug 2024	As at 31 Oct 2024	2024/25
Expenditure in 000's					Total
Approved Budget	344,384	344,384	399,672	378,914	344,384
Deferrals & brought forwards		55,289	(5,775)	(15,108)	34,406
Approved Changes and Savings			(225)	0	(225)
NZTA adjustment (only local share retained)			(14,758)		(14,758)
Closing Revised Expenditure Budget	344,384	399,672	378,914	363,806	363,806
Revenue in 000's					Total
Approved Budget	(64,545)	(64,545)	(79,346)	(58,042)	(64,545)
Deferrals & b/fwds		(14,801)	2,676	4,347	(7,777)
Approved Changes and Savings			115	0	115
Remove NZTA Subsidy			18,512		18,512
Closing Revised Revenue Budget	(64,545)	(79,346)	(58,042)	(53,696)	(53,696)

Capital Expenditure

As at 31 October 2024

CE Code	Type	Long Term Plan 24/25	Revised Budget as at 1 July 2024	Revised Budget as at 31 August 2024	Deferrals		Approved Changes	Savings	Movements	Revised Budget as at 31 October 2024	Actuals as at 31 October
					Current year to Future Year	Future Year to Current Year					
Community Services											
CE10001 - Aquatic facilities building renewals	R	\$417,076	\$417,076	\$417,076	\$0	\$0	\$0	\$0	\$0	\$417,076	\$32,896
CE10005 - Libraries collection purchases	R	\$1,575,726	\$1,575,726	\$1,575,726	\$0	\$0	\$0	\$0	\$0	\$1,575,726	\$779,771
CE10006 - Library operational renewals	R	\$384,171	\$384,171	\$384,171	\$0	\$0	\$0	\$0	\$0	\$384,171	(\$12,551)
CE10007 - Library building renewals	R	\$1,490,627	\$1,490,627	\$1,490,627	\$0	\$0	\$0	\$0	\$0	\$1,490,627	\$22,672
CE19017 - Rototuna community facilities	G	\$0	\$150,000	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000	\$36,687
CE21005 - Aquatic facilities renewals	R	\$3,455,375	\$3,455,375	\$3,455,375	(\$283,920)	\$0	\$0	\$0	\$0	\$3,171,455	\$5,710
CE21044 - Libraries development	LOS	\$0	\$155,000	\$155,000	\$0	\$0	\$0	\$0	\$0	\$155,000	\$0
CE21046 - Aquatic facilities development	LOS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Community Services		\$7,322,976	\$7,627,976	\$7,627,976	(\$283,920)	\$0	\$0	\$0	\$0	\$7,344,056	\$865,185
Growth											
CE24008 - Strategic Property Renewals	R	\$1,225,981	\$1,225,981	\$1,225,981	\$0	\$0	\$0	\$0	\$0	\$1,225,981	\$0
CE24024 - Strategic Land Acquisition Fund	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Growth		\$1,225,981	\$1,225,981	\$1,225,981	\$0	\$0	\$0	\$0	\$0	\$1,225,981	\$0
Parks and Recreation											
CE10021 - Cemetery and crematorium building renewals	R	\$23,379	\$23,379	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE10030 - Parks and recreation building renewals	R	\$4,949,930	\$4,949,930	\$4,973,309	\$0	\$0	\$0	\$0	\$0	\$4,973,309	\$248,882
CE17004 - River plan	LOS	\$4,987,500	\$6,233,836	\$6,233,836	\$0	\$0	\$0	\$0	\$0	\$6,233,836	\$366,198
CE19007 - Peacocke parks development	G	\$330,330	\$1,193,441	\$1,193,441	\$0	\$0	\$0	\$0	\$0	\$1,193,441	\$9,537
CE19009 - Rototuna parks development	G	\$0	\$2,190,998	\$2,190,998	\$0	\$0	\$0	\$0	\$0	\$2,190,998	\$0
CE19070 - Community facilities building renewals	R	\$2,628,143	\$2,628,143	\$2,628,143	\$0	\$0	\$0	\$0	\$0	\$2,628,143	(\$10,154)
CE21001 - Nursery Renewals	R	\$672,934	\$672,934	\$672,934	\$0	\$0	\$0	\$0	\$0	\$672,934	\$39,685
CE21003 - Parks and recreation renewals	R	\$6,793,857	\$6,793,857	\$6,883,631	\$0	\$0	\$0	\$0	\$0	\$6,883,631	\$708,543
CE21004 - Cemeteries and crematorium renewals	R	\$89,774	\$89,774	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE21006 - Nature in the city gully restoration and development	LOS	\$0	\$176,257	\$176,257	\$0	\$0	\$0	\$0	\$0	\$176,257	\$41,333
CE21007 - Cemeteries and crematorium development	G	\$1,357,650	\$1,357,650	\$1,357,650	\$0	\$0	\$0	\$0	\$0	\$1,357,650	\$18,976
CE21008 - Indoor recreation development	LOS	\$3,181,815	\$7,175,902	\$7,175,902	\$0	\$0	\$0	\$0	\$0	\$7,175,902	\$383,729
CE21010 - Parks and recreation development	LOS	\$3,465,210	\$6,805,759	\$6,805,759	\$0	\$0	\$0	\$0	\$0	\$6,805,759	\$1,613,015
CE24026 - Rotokauri Parks Development	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Parks and Recreation		\$28,480,521	\$40,291,859	\$40,291,859	\$0	\$0	\$0	\$0	\$0	\$40,291,859	\$3,419,744
Regulatory And Safety											
CE21013 - Animal Control Building Renewals	R	\$14,027	\$14,027	\$14,027	\$0	\$0	\$0	\$0	\$0	\$14,027	\$0
CE21015 - City Safe Renewals	R	\$234,536	\$234,536	\$234,536	\$0	\$0	\$0	\$0	\$0	\$234,536	\$6,689
CE21016 - City Safe Upgrades	LOS	\$13,650	\$13,650	\$13,650	\$0	\$0	\$0	\$0	\$0	\$13,650	\$0
CE24029 - Animal Control Development	G	\$409,500	\$409,500	\$409,500	\$0	\$283,920	\$0	\$0	\$0	\$693,420	\$26,651
CE24031 - Animal Control Development	R	\$31,141	\$31,141	\$31,141	\$0	\$0	\$0	\$0	\$0	\$31,141	\$2,765
Total Regulatory And Safety		\$702,854	\$702,854	\$702,854	\$0	\$283,920	\$0	\$0	\$0	\$986,774	\$6,689
Rubbish and Recycling											
CE10054 - Closed landfill assets renewals	R	\$1,317,625	\$1,317,625	\$1,317,625	\$0	\$0	\$0	\$0	\$0	\$1,317,625	\$13,543
Total Rubbish and Recycling		\$1,317,625	\$1,317,625	\$1,317,625	\$0	\$0	\$0	\$0	\$0	\$1,317,625	\$13,543
Stormwater											
CE10058 - Stormwater asset renewals	R	\$2,615,611	\$2,615,611	\$2,615,611	\$0	\$0	\$0	\$0	\$0	\$2,615,611	\$105,534
CE15059 - Rototuna stormwater infrastructure	G	\$525,525	\$2,067,171	\$2,067,171	\$0	\$0	\$0	\$0	\$0	\$2,067,171	\$1,575
CE15060 - Rotokauri stormwater infrastructure stage 1	G	\$4,984,350	\$4,430,811	\$4,430,811	\$0	\$0	\$0	\$0	\$0	\$4,430,811	\$435,798
CE15062 - Peacocke stormwater infrastructure stage 1	G	\$2,088,245	\$3,670,370	\$3,670,370	\$0	\$0	\$0	\$0	\$0	\$3,670,370	\$155,023
CE15063 - Peacocke stormwater infrastructure stage 2	G	\$3,918,254	\$5,916,557	\$5,916,557	\$0	\$0	\$0	\$0	\$0	\$5,916,557	\$2,498,294
CE15067 - Comprehensive stormwater consent implementation	LOS	\$174,873	\$174,873	\$174,873	\$0	\$0	\$0	\$0	\$0	\$174,873	\$2,302
CE15068 - Stormwater customer connections	G	\$26,250	\$26,250	\$26,250	\$0	\$0	\$0	\$0	\$0	\$26,250	\$286,556
CE15162 - Integrated Catchment Management Plan	G	\$2,286,102	\$2,412,117	\$2,412,117	\$0	\$0	\$0	\$0	\$0	\$2,412,117	\$214,743
CE19026 - Erosion control works	LOS	\$2,318,703	\$3,603,018	\$3,603,018	\$0	\$0	\$0	\$0	\$0	\$3,603,018	\$323,496
CE21031 - Flood management	LOS	\$525,000	\$540,019	\$540,019	\$0	\$0	\$0	\$0	\$0	\$540,019	\$10,449
CE21032 - Stormwater infrastructure upgrades	G	\$890,313	\$1,267,376	\$1,267,376	\$0	\$0	\$0	\$0	\$0	\$1,267,376	\$260

Item 7

Attachment 3

Capital Expenditure

As at 31 October 2024

CE Code	Type	Long Term Plan 24/25	Revised Budget as at 1 July 2024	Revised Budget as at 31 August 2024	Deferrals		Approved Changes	Savings	Movements	Revised Budget as at 31 October 2024	Actuals as at 31 October
					Current year to Future Year	Future Year to Current Year					
CE21062 - Stormwater asset upgrades	LOS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE21066 - Ruakura stormwater infrastructure	G	\$0	\$11,110	\$11,110	\$0	\$0	\$0	\$0	\$0	\$11,110	\$13,702
CE21068 - Water Stimulus – Stormwater	LOS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE23003 - IAF Stormwater	G	\$598,711	\$510,781	\$510,781	(\$46,710)	\$0	\$0	\$0	\$0	\$464,070	\$91,879
Total Stormwater		\$20,951,936	\$27,246,063	\$27,246,063	(\$46,710)	\$0	\$0	\$0	\$0	\$27,199,353	\$4,139,610
Support Services											
CE24001 - Fleet Vehicles Renewals	R	\$3,912,660	\$3,912,660	\$3,912,660	\$0	\$0	\$0	\$0	\$0	\$3,912,660	\$547,853
CE24002 - Corporate Building Renewals	R	\$5,710,019	\$5,710,019	\$5,710,019	\$0	\$0	\$0	\$0	\$0	\$5,710,019	\$132,135
CE24006 - Information Services Renewals	R	\$2,407,802	\$2,407,802	\$2,097,904	\$0	\$0	\$0	\$0	\$0	\$2,097,904	\$487,955
CE24007 - Information Services Upgrades	LOS	\$1,600,185	\$1,600,185	\$1,910,083	\$0	\$0	\$0	\$0	\$0	\$1,910,083	\$109,962
Total Support Services		\$13,630,666	\$13,630,666	\$13,630,666	\$0	\$0	\$0	\$0	\$0	\$13,630,666	\$1,277,905
Transport											
CE10072 - Footpath and street furniture renewals	R	\$7,712,549	\$7,712,549	\$7,712,549	\$0	\$0	\$0	\$0	\$0	\$7,712,549	\$1,496,523
CE10074 - Drainage (kerb and channel) renewals	R	\$1,031,092	\$1,031,092	\$1,031,092	\$0	\$0	\$0	\$0	\$0	\$1,031,092	\$379,517
CE10075 - Road base Renewals	R	\$9,654,580	\$10,771,112	\$10,771,112	\$0	\$0	\$0	\$0	\$0	\$10,771,112	\$1,112,743
CE10076 - Road resurfacing	R	\$5,863,309	\$5,863,309	\$5,863,309	\$0	\$0	\$0	\$0	\$0	\$5,863,309	\$2,657,836
CE10077 - Bridge and structures renewals	R	\$215,084	\$215,084	\$215,084	\$0	\$0	\$0	\$0	\$0	\$215,084	\$6,409
CE10078 - Retaining wall and structures renewals	R	\$158,208	\$158,208	\$158,208	\$0	\$0	\$0	\$0	\$0	\$158,208	\$1,568
CE10080 - Street lighting renewals	R	\$2,362,032	\$2,362,032	\$2,362,032	\$0	\$0	\$0	\$0	\$0	\$2,362,032	\$228,942
CE10081 - Traffic equipment renewals	R	\$795,146	\$795,146	\$795,146	\$0	\$0	\$0	\$0	\$0	\$795,146	\$277,267
CE15087 - Transportation upgrades to allow for development	G	\$1,189,125	\$1,589,125	\$930,350	\$0	\$0	\$0	\$0	\$0	\$930,350	\$1,801
CE15088 - Peacocke transport upgrades and development stage 1	G	\$49,553,070	\$33,590,589	\$33,590,589	\$0	\$0	\$0	\$0	\$0	\$33,590,589	\$743,560
CE15089 - Peacocke transport upgrades and development stage 2	G	\$16,439,850	\$19,316,095	\$19,316,095	\$0	\$0	\$0	\$0	\$0	\$19,316,095	\$11,275,335
CE15090 - Rotokauri transport upgrades and development	G	\$3,152,275	\$3,123,368	\$3,123,368	\$0	\$0	\$0	\$0	\$0	\$3,123,368	\$195,518
CE15092 - Rototuna transport upgrades and development	G	\$5,103,000	\$9,304,642	\$9,304,642	\$0	\$0	\$0	\$0	\$0	\$9,304,642	\$4,596,062
CE15093 - Ruakura transport upgrades and development	G	\$2,100,420	\$5,160,877	\$5,160,877	\$0	\$0	\$0	\$0	\$0	\$5,160,877	\$520,425
CE15096 - Cross city connector	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15097 - Northern city crossing	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE19036 - Ring Road	G	\$0	\$654,000	\$654,000	\$0	\$0	\$0	\$0	\$0	\$654,000	\$182,436
CE19037 - Hamilton transport model	G	\$806,400	\$1,975,509	\$1,975,509	\$0	\$0	\$0	\$0	\$0	\$1,975,509	\$25,010
CE19052 - Intersection upgrades	LOS	\$0	\$156,560	\$156,560	\$0	\$0	\$0	\$0	\$0	\$156,560	\$0
CE19057 - Biking plan implementation	G	\$17,850,000	\$18,540,966	\$9,364,277	\$0	\$0	\$0	\$0	\$0	\$9,364,277	\$201,646
CE19058 - Public Transport Mode Shift	G	\$4,400,025	\$4,410,705	\$2,262,602	\$0	\$0	\$0	\$0	\$0	\$2,262,602	\$71,177
CE19064 - Transport Centre rejuvenation	LOS	\$0	\$3,500,000	\$3,500,000	\$0	\$0	\$0	\$0	\$0	\$3,500,000	\$2,192,873
CE21012 - Transport building renewals	R	\$37,406	\$37,406	\$37,406	\$0	\$0	\$0	\$0	\$0	\$37,406	(\$5,218)
CE21052 - Peacocke transportation land	G	\$0	\$3,651,786	\$3,651,786	\$0	\$0	\$0	\$0	\$0	\$3,651,786	\$0
CE21053 - Central city transportation improvements	LOS	\$945,000	\$959,627	\$959,627	\$0	\$0	\$0	\$0	\$0	\$959,627	\$32,715
CE21055 - Te Rapa transportation upgrades and development	G	\$313,950	\$1,251,948	\$1,251,948	\$0	\$0	\$0	\$0	\$0	\$1,251,948	\$2,496
CE21058 - Transportation safety improvements	LOS	\$14,825,000	\$15,057,237	\$6,604,737	\$0	\$0	\$0	\$0	\$0	\$6,604,737	\$511,044
CE21060 - Public transport improvement	LOS	\$787,500	\$787,500	\$385,875	\$0	\$0	\$0	\$0	\$0	\$385,875	\$24,035
CE23001 - CERF	LOS	\$0	\$2,747,226	\$2,826,518	\$0	\$0	\$0	\$0	\$0	\$2,826,518	\$1,620,859
CE23005 - IAF Transport	G	\$606,778	\$532,463	\$532,463	\$0	\$0	\$0	\$0	\$0	\$532,463	(\$18,388)
CE24032 - Transportation Land	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Transport		\$145,901,797	\$155,256,160	\$134,497,760	\$0	\$0	\$0	\$0	\$0	\$134,497,760	\$28,334,192
Venues Tourism and Major Events											
CE24009 - VTME Building Renewals	R	\$4,317,582	\$4,317,582	\$4,317,582	\$0	\$0	\$0	\$0	\$0	\$4,317,582	\$215,065
CE24010 - VTME Security And Health And Safety Programmes	LOS	\$541,800	\$541,800	\$541,800	\$0	\$0	\$0	\$0	\$0	\$541,800	\$59,492
CE24011 - VTME Operational Renewals	R	\$2,651,988	\$2,651,988	\$2,651,988	\$0	\$0	\$0	\$0	\$0	\$2,651,988	\$177,031
CE24012 - Hamilton Garden Renewals	R	\$691,649	\$691,649	\$691,649	\$0	\$0	\$0	\$0	\$0	\$691,649	\$118,672
CE24013 - Hamilton Garden Building Renewals	R	\$947,306	\$947,306	\$947,306	\$0	\$0	\$0	\$0	\$0	\$947,306	\$26,111
CE24014 - Hamilton Gardens Development	LOS	\$2,058,000	\$3,397,753	\$3,397,753	\$0	\$0	\$0	\$0	\$0	\$3,397,753	\$2,364,200
CE24016 - Hamilton Zoo Building Renewals	R	\$1,402,723	\$1,402,723	\$1,402,723	\$0	\$0	\$0	\$0	\$0	\$1,402,723	\$785,862
CE24017 - Hamilton Zoo Operational Renewals	R	\$1,128,070	\$1,128,070	\$1,128,070	\$0	\$0	\$0	\$0	\$0	\$1,128,070	\$11,376
CE24018 - Hamilton Zoo And Waiwhakareke Development	LOS	\$3,068,405	\$6,265,322	\$6,265,322	\$0	\$0	\$0	\$0	\$0	\$6,265,322	\$2,211,915
CE24019 - Museum Operational Renewals	R	\$238,073	\$238,073	\$238,073	\$0	\$0	\$0	\$0	\$0	\$238,073	(\$8,758)
CE24020 - Museum Building Renewals	R	\$2,393,981	\$2,393,981	\$3,586,981	\$0	\$0	\$0	\$0	\$0	\$3,586,981	\$2,607,921

Capital Expenditure

As at 31 October 2024

CE Code	Type	Long Term Plan 24/25	Revised Budget as at 1 July 2024	Revised Budget as at 31 August 2024	Deferrals		Approved Changes	Savings	Movements	Revised Budget as at 31 October 2024	Actuals as at 31 October
					Current year to Future Year	Future Year to Current Year					
CE24021 - Collection Acquisition Fund	LOS	\$87,239	\$180,291	\$180,291	\$0	\$0	\$0	\$0	\$0	\$180,291	\$3,000
CE24022 - Museum Development	LOS	\$4,043,130	\$6,111,041	\$4,918,041	\$0	\$0	\$0	\$0	\$0	\$4,918,041	\$2,568,551
Total Venues Tourism and Major Events		\$23,569,947	\$30,267,580	\$30,267,580	\$0	\$0	\$0	\$0	\$0	\$30,267,580	\$11,140,438
Wastewater											
CE10100 - Wastewater pump station asset renewals	R	\$935,149	\$935,149	\$935,149	\$0	\$0	\$0	\$0	\$0	\$935,149	\$712,649
CE10101 - Wastewater asset renewals	R	\$5,769,869	\$5,769,869	\$5,769,869	\$0	\$0	\$0	\$0	\$0	\$5,769,869	\$652,663
CE10115 - Wastewater treatment plant asset renewals	R	\$5,374,301	\$5,374,301	\$5,374,301	\$0	\$0	\$0	\$0	\$0	\$5,374,301	\$720,346
CE15103 - Wastewater network improvements	LOS	\$9,468,575	\$9,468,575	\$9,468,575	\$0	\$0	\$0	\$0	\$0	\$9,468,575	\$244,678
CE15104 - Wastewater pipe upgrades	G	\$892,500	\$892,500	\$892,500	\$0	\$0	\$0	\$0	\$0	\$892,500	\$0
CE15105 - Rototuna wastewater infrastructure	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15106 - Wastewater network upgrades to allow development	G	\$0	\$113,510	\$113,510	\$0	\$0	\$0	\$0	\$0	\$113,510	\$1,825
CE15107 - Rotokauri wastewater infrastructure	G	\$0	\$139,732	\$139,732	\$0	\$0	\$0	\$0	\$0	\$139,732	\$0
CE15109 - Peacocke wastewater infrastructure stage 1	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15111 - Increase capacity of wastewater network	G	\$0	\$1,222,025	\$1,222,025	\$0	\$0	\$0	\$0	\$0	\$1,222,025	\$24,845
CE15117 - Upgrade wastewater treatment plant	G	\$22,355,713	\$30,290,982	\$30,290,982	(\$11,009,909)	\$0	\$0	\$0	\$0	\$19,281,073	\$1,274,054
CE15120 - Wastewater treatment plant compliance	LOS	\$2,855,945	\$2,855,945	\$2,855,945	\$0	\$0	\$0	\$0	\$0	\$2,855,945	\$739,287
CE15121 - Wastewater customer connections to network	G	\$115,500	\$115,500	\$115,500	\$0	\$0	\$0	\$0	\$0	\$115,500	\$649,717
CE15160 - Wastewater model	R	\$252,490	\$252,490	\$252,490	\$0	\$0	\$0	\$0	\$0	\$252,490	\$95,604
CE15161 - Wastewater master plan	G	\$153,731	\$196,547	\$196,547	\$0	\$0	\$0	\$0	\$0	\$196,547	\$3,450
CE19040 - Peacocke wastewater infrastructure stage 2	G	\$1,478,138	\$4,743,321	\$4,743,321	\$0	\$0	\$0	\$0	\$0	\$4,743,321	\$1,137,008
CE19042 - Peacocke wastewater south network	G	\$15,449,807	\$9,569,176	\$9,569,176	\$0	\$0	\$0	\$0	\$0	\$9,569,176	\$2,528,766
CE19043 - Increase capacity wastewater west network	G	\$5,637,240	\$14,358,862	\$14,358,862	\$0	\$0	\$0	\$0	\$0	\$14,358,862	\$2,206,163
CE19044 - Increase capacity wastewater east network	G	\$1,050,000	\$1,974,489	\$1,974,489	\$0	\$0	\$0	\$0	\$0	\$1,974,489	\$273,104
CE21073 - Subregional wastewater treatment plant	G	\$3,150,000	\$4,374,264	\$4,374,264	\$0	\$0	\$0	\$0	\$0	\$4,374,264	\$299,967
CE23004 - IAF Wastewater	G	\$864,119	\$877,884	\$877,884	(\$47,638)	\$0	\$0	\$0	\$0	\$830,247	\$305,743
Total Wastewater		\$75,803,076	\$93,525,122	\$93,525,122	(\$11,057,547)	\$0	\$0	\$0	\$0	\$82,467,576	\$11,869,869
Water Supply											
CE10123 - Watermain renewals	R	\$5,470,621	\$5,470,621	\$5,470,621	\$0	\$0	\$0	\$0	\$0	\$5,470,621	\$1,597,988
CE10124 - Watermain valves and hydrants renewals	R	\$802,358	\$802,358	\$802,358	\$0	\$0	\$0	\$0	\$0	\$802,358	\$381,211
CE10138 - Treatment plant and reservoir renewals	R	\$1,483,146	\$1,483,146	\$1,483,146	\$0	\$0	\$0	\$0	\$0	\$1,483,146	\$539,778
CE15126 - Rototuna upgrade or new watermain	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15127 - Water pipe upgrades	G	\$767,813	\$767,813	\$767,813	\$0	\$0	\$0	\$0	\$0	\$767,813	\$0
CE15128 - Rotokauri upgrade and new watermain stage 1	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15130 - Peacocke watermain stage 1	G	\$0	\$7,141	\$7,141	\$0	\$0	\$0	\$0	\$0	\$7,141	\$0
CE15132 - Water network upgrades to allow new development	G	\$210,210	\$910,210	\$910,210	\$0	\$0	\$0	\$0	\$0	\$910,210	\$0
CE15133 - Water network improvements	LOS	\$230,046	\$230,046	\$230,046	\$0	\$0	\$0	\$0	\$0	\$230,046	\$14,844
CE15134 - Water demand management - Pukete reservoir zone	G	\$0	\$270,900	\$270,900	\$0	\$0	\$0	\$0	\$0	\$270,900	\$0
CE15135 - Peacocke water distribution mains stage 1	G	\$0	\$99,227	\$99,227	\$0	\$0	\$0	\$0	\$0	\$99,227	\$19,926
CE15139 - Water Treatment Plant Compliance Minor Upgrades	LOS	\$1,098,800	\$1,098,800	\$1,098,800	\$0	\$0	\$0	\$0	\$0	\$1,098,800	\$1,821
CE15141 - Water Demand Management Hillcrest Reservoir Zone	G	\$262,500	\$262,500	\$262,500	\$0	\$0	\$0	\$0	\$0	\$262,500	\$14,217
CE15144 - Upgrade water treatment plant	G	\$4,095,000	\$7,548,924	\$7,548,924	(\$492,193)	\$0	\$0	\$0	\$0	\$7,056,731	\$2,136,185
CE15146 - Water customer connections	G	\$52,500	\$52,500	\$52,500	\$0	\$0	\$0	\$0	\$0	\$52,500	\$238,966
CE15148 - Ruakura upgrade and new watermain	G	\$0	\$412,180	\$412,180	\$0	\$0	\$0	\$0	\$0	\$412,180	\$0
CE15158 - Water model	R	\$158,975	\$158,975	\$158,975	\$0	\$0	\$0	\$0	\$0	\$158,975	\$32,150
CE15159 - Water master plan	G	\$157,500	\$173,640	\$173,640	\$0	\$0	\$0	\$0	\$0	\$173,640	\$12,000
CE19045 - Ruakura reservoir and associate bulk mains	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE19046 - Peacocke watermain stage 2	G	\$711,900	\$309,573	\$309,573	\$0	\$0	\$0	\$0	\$0	\$309,573	\$322,866
CE21036 - Rotokauri upgrade and new watermain stage 2	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE23002 - IAF Water Supply	G	\$7,634,083	\$6,181,319	\$6,181,319	(\$3,511,161)	\$0	\$0	\$0	\$0	\$2,670,158	\$820,088
CE24030 - IAF Water Supply	LOS	\$2,340,674	\$2,340,674	\$2,340,674	\$0	\$0	\$0	\$0	\$0	\$2,340,674	\$0
Total Water Supply		\$25,476,126	\$28,580,547	\$28,580,547	(\$4,003,354)	\$0	\$0	\$0	\$0	\$24,577,194	\$6,132,039
Grand Total - Capital Program		\$344,383,506	\$399,672,434	\$378,914,034	(\$15,391,531)	\$283,920	\$0	\$0	\$0	\$363,806,423	\$67,199,215

Item 7

Attachment 3

Capital Revenue

As at 31 August 2024

CE Code	Type	Long Term Plan 24/25	Revised Budget as at 1 July 2024	Revised Budget as at 31 August 2024	Deferrals		Approved Changes	Savings	Movements	Revised Budget as at 31 October 2024	Actuals as at 31 October
					Current year to Future Year	Future Year to Current Year					
Community Services											
CE10001 - Aquatic facilities building renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE10005 - Libraries collection purchases	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE10006 - Library operational renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE10007 - Library building renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE19017 - Rototuna community facilities	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE21005 - Aquatic facilities renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE21044 - Libraries development	LOS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE21046 - Aquatic facilities development	LOS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Community Services		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Growth											
CE24008 - Strategic Property Renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE24024 - Strategic Land Acquisition Fund	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Growth		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Parks and Recreation											
CE10021 - Cemetery and crematorium building renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE10030 - Parks and recreation building renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE17004 - River plan	LOS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE19007 - Peacocke parks development	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE19009 - Rototuna parks development	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE19070 - Community facilities building renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE21001 - Nursery renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE21003 - Parks and recreation renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$2,095)
CE21004 - Cemeteries and crematorium renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE21006 - Nature in the city gully restoration and development	LOS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE21007 - Cemeteries and crematorium development	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE21008 - Indoor recreation development	LOS	\$0	(\$1,400,000)	(\$1,400,000)	\$0	\$0	\$0	\$0	\$0	(\$1,400,000)	\$0
CE21010 - Parks and recreation development	LOS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE24026 - Rotokauri Parks Development	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Parks and Recreation		\$0	(\$1,400,000)	(\$1,400,000)	\$0	\$0	\$0	\$0	\$0	(\$1,400,000)	(\$2,095)
Regulatory And Safety											
CE21013 - Animal Control Building Renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE21015 - City Safe Renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE21016 - City Safe Upgrades	LOS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE24029 - Animal Control Development	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE24031 - Animal Control Development	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Regulatory And Safety		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rubbish and Recycling											
CE10054 - Closed landfill assets renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Rubbish and Recycling		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater											
CE10058 - Stormwater asset renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15059 - Rototuna stormwater infrastructure	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15060 - Rotokauri stormwater infrastructure stage 1	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15062 - Peacocke stormwater infrastructure stage 1	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15063 - Peacocke stormwater infrastructure stage 2	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15067 - Comprehensive stormwater consent implementation	LOS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15068 - Stormwater customer connections	G	(\$26,250)	(\$26,250)	(\$26,250)	\$0	\$0	\$0	\$0	\$0	(\$26,250)	(\$323,536)
CE15162 - Integrated Catchment Management Plan	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE19026 - Erosion control works	LOS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$21,551)
CE21031 - Flood management	LOS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE21032 - Stormwater infrastructure upgrades	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Capital Revenue

As at 31 August 2024

CE Code	Type	Long Term Plan 24/25	Revised Budget as at 1 July 2024	Revised Budget as at 31 August 2024	Deferrals		Approved Changes	Savings	Movements	Revised Budget as at 31 October 2024	Actuals as at 31 October
					Current year to Future Year	Future Year to Current Year					
CE21062 - Stormwater asset upgrades	LOS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE21066 - Ruakura stormwater infrastructure	G	\$0	(\$1,951,723)	(\$1,951,723)	\$0	\$0	\$0	\$0	\$0	(\$1,951,723)	\$0
CE21068 - Water Stimulus – Stormwater	LOS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE23003 - IAF Stormwater	G	(\$1,107,887)	(\$1,107,887)	(\$1,107,887)	\$219,888	\$0	\$0	\$0	\$0	(\$887,999)	\$0
Total Stormwater		(\$1,134,137)	(\$3,085,860)	(\$3,085,860)	\$219,888	\$0	\$0	\$0	\$0	(\$2,865,972)	(\$345,087)
Support Services											
CE24001 - Fleet Vehicles Renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE24002 - Corporate Building Renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE24006 - Information Services Renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE24007 - Information Services Upgrades	LOS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Support Services		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transport											
CE10072 - Footpath and street furniture renewals	R	(\$3,503,738)	(\$3,503,738)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE10074 - Drainage (kerb and channel) renewals	R	(\$474,668)	(\$474,668)	(\$474,668)	\$0	\$0	\$0	\$0	\$0	(\$474,668)	(\$200,289)
CE10075 - Road base Renewals	R	(\$4,435,919)	(\$4,435,919)	(\$4,435,919)	\$0	\$0	\$0	\$0	\$0	(\$4,435,919)	(\$513,174)
CE10076 - Road resurfacing	R	(\$2,688,438)	(\$2,688,438)	(\$2,688,438)	\$0	\$0	\$0	\$0	\$0	(\$2,688,438)	(\$1,402,668)
CE10077 - Bridge and structures renewals	R	(\$99,015)	(\$99,015)	(\$99,015)	\$0	\$0	\$0	\$0	\$0	(\$99,015)	(\$3,151)
CE10078 - Retaining wall and structures renewals	R	(\$72,831)	(\$72,831)	(\$72,831)	\$0	\$0	\$0	\$0	\$0	(\$72,831)	(\$828)
CE10080 - Street lighting renewals	R	(\$1,078,762)	(\$1,078,762)	(\$1,078,762)	\$0	\$0	\$0	\$0	\$0	(\$1,078,762)	(\$120,823)
CE10081 - Traffic equipment renewals	R	(\$344,524)	(\$344,524)	(\$344,524)	\$0	\$0	\$0	\$0	\$0	(\$344,524)	(\$146,280)
CE15087 - Transportation upgrades to allow for development	G	(\$956,057)	(\$956,057)	(\$297,281)	\$0	\$0	\$0	\$0	\$0	(\$297,281)	\$0
CE15088 - Peacocke transport upgrades and development stage 1	G	(\$4,738,334)	(\$4,738,334)	(\$6,342,797)	\$0	\$0	\$0	\$0	\$0	(\$6,342,797)	(\$197,580)
CE15089 - Peacocke transport upgrades and development stage 2	G	(\$4,738,334)	(\$4,738,334)	(\$6,342,797)	\$0	\$0	\$0	\$0	\$0	(\$6,342,797)	(\$14,112,293)
CE15090 - Rotokauri transport upgrades and development	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15092 - Rototuna transport upgrades and development	G	\$0	(\$1,783,014)	(\$1,783,014)	\$0	\$0	\$0	\$0	\$0	(\$1,783,014)	(\$1,722,917)
CE15093 - Ruakura transport upgrades and development	G	\$0	(\$5,169,108)	(\$5,169,108)	\$0	\$0	\$0	\$0	\$0	(\$5,169,108)	\$0
CE15096 - Cross city connector	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15097 - Northern city crossing	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE19036 - Ring Road	G	\$0	(\$186,019)	(\$186,019)	\$0	\$0	\$0	\$0	\$0	(\$186,019)	(\$125,734)
CE19037 - Hamilton transport model	G	(\$321,300)	(\$169,711)	(\$169,711)	\$0	\$0	\$0	\$0	\$0	(\$169,711)	(\$16,346)
CE19052 - Intersection upgrades	LOS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE19057 - Biking plan implementation	G	(\$9,103,500)	(\$9,551,476)	(\$307,970)	\$0	\$0	\$0	\$0	\$0	(\$307,970)	(\$189,085)
CE19058 - Public Transport Mode Shift	G	(\$2,142,000)	(\$2,151,468)	(\$9,468)	\$0	\$0	\$0	\$0	\$0	(\$9,468)	(\$17,331)
CE19064 - Transport Centre rejuvenation	LOS	\$0	(\$1,275,000)	(\$1,275,000)	\$0	\$0	\$0	\$0	\$0	(\$1,275,000)	(\$1,118,365)
CE21012 - Transport building renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE21052 - Peacocke transportation land	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE21053 - Central city transportation improvements	LOS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE21055 - Te Rapa transportation upgrades and development	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE21058 - Transportation safety improvements	LOS	(\$11,480,750)	(\$11,480,750)	(\$2,918,000)	\$0	\$0	\$0	\$0	\$0	(\$2,918,000)	(\$164,915)
CE21060 - Public transport improvement	LOS	(\$401,625)	(\$401,625)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE23001 - CERF	LOS	\$0	(\$2,729,788)	(\$2,729,788)	\$0	\$0	\$0	\$0	\$0	(\$2,729,788)	(\$1,225,782)
CE23005 - IAF Transport	G	(\$738,778)	(\$738,778)	(\$738,778)	\$108,777	\$0	\$0	\$0	\$0	(\$630,001)	\$0
CE24032 - Transportation Land	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Transport		(\$47,318,572)	(\$58,767,357)	(\$37,463,890)	\$108,777	\$0	\$0	\$0	\$0	(\$37,355,113)	(\$21,277,561)
Venues Tourism and Major Events											
CE24009 - VTME Building Renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE24010 - VTME Security And Health And Safety Programmes	LOS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE24011 - VTME Operational Renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE24012 - Hamilton Garden Renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE24013 - Hamilton Garden Building Renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE24014 - Hamilton Gardens Development	LOS	(\$1,785,000)	(\$1,785,000)	(\$1,785,000)	\$0	\$0	\$0	\$0	\$0	(\$1,785,000)	\$0
CE24016 - Hamilton Zoo Building Renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE24017 - Hamilton Zoo Operational Renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE24018 - Hamilton Zoo And Waiwhakareke Development	LOS	(\$2,310,000)	(\$2,310,000)	(\$2,310,000)	\$0	\$0	\$0	\$0	\$0	(\$2,310,000)	(\$42,611)
CE24019 - Museum Operational Renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE24020 - Museum Building Renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Item 7

Attachment 4

Capital Revenue

As at 31 August 2024

CE Code	Type	Long Term Plan 24/25	Revised Budget as at 1 July 2024	Revised Budget as at 31 August 2024	Deferrals		Approved Changes	Savings	Movements	Revised Budget as at 31 October 2024	Actuals as at 31 October
					Current year to Future Year	Future Year to Current Year					
CE24021 - Collection Acquisition Fund	LOS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE24022 - Museum Development	LOS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Venues Tourism and Major Events		(\$4,095,000)	(\$4,095,000)	(\$4,095,000)	\$0	\$0	\$0	\$0	\$0	(\$4,095,000)	(\$42,611)
Wastewater											
CE10100 - Wastewater pump station asset renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE10101 - Wastewater asset renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE10115 - Wastewater treatment plant asset renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15103 - Wastewater network improvements	LOS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15104 - Wastewater pipe upgrades	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15105 - Rototuna wastewater infrastructure	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15106 - Wastewater network upgrades to allow development	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15107 - Rotokauri wastewater infrastructure	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15109 - Peacocke wastewater infrastructure stage 1	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15111 - Increase capacity of wastewater network	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15117 - Upgrade wastewater treatment plant	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15120 - Wastewater treatment plant compliance	LOS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15121 - Wastewater customer connections to network	G	(\$105,000)	(\$105,000)	(\$105,000)	\$0	\$0	\$0	\$0	\$0	(\$105,000)	(\$935,730)
CE15160 - Wastewater model	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15161 - Wastewater master plan	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE19040 - Peacocke wastewater infrastructure stage 2	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE19042 - Peacocke wastewater south network	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE19043 - Increase capacity wastewater west network	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE19044 - Increase capacity wastewater east network	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE21073 - Subregional wastewater treatment plant	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE23004 - IAF Wastewater	G	(\$1,165,379)	(\$1,165,379)	(\$1,165,379)	\$545,380	\$0	\$0	\$0	\$0	(\$620,000)	\$0
Total Wastewater		(\$1,270,379)	(\$1,270,379)	(\$1,270,379)	\$545,380	\$0	\$0	\$0	\$0	(\$725,000)	(\$935,730)
Water Supply											
CE10123 - Watermain renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$193,772)
CE10124 - Watermain valves and hydrants renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE10138 - Treatment plant and reservoir renewals	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15126 - Rototuna upgrade or new watermain	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15127 - Water pipe upgrades	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15128 - Rotokauri upgrade and new watermain	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15130 - Peacocke watermain	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15132 - Water network upgrades to allow new development	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15133 - Water network improvements	LOS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15134 - Water demand management - Pukete reservoir zone	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15135 - Peacocke water distribution mains stage 1	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15139 - Water Treatment Plant Compliance Minor Upgrades	LOS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15141 - Water Demand Management Hillcrest Reservoir Zone	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15144 - Upgrade water treatment plant	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15146 - Water customer connections	G	(\$52,500)	(\$52,500)	(\$52,500)	\$0	\$0	\$0	\$0	\$0	(\$52,500)	(\$873,280)
CE15148 - Ruakura upgrade and new watermain	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15158 - Water model	R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE15159 - Water master plan	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE19045 - Ruakura reservoir and associate bulk mains	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE19046 - Peacocke watermain	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE21036 - Rotokauri upgrade and new watermain	G	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CE23002 - IAF Water Supply	G	(\$8,333,980)	(\$8,333,980)	(\$8,333,980)	\$3,472,701	\$0	\$0	\$0	\$0	(\$4,861,278)	\$0
CE24030 - IAF Water Supply	LOS	(\$2,340,674)	(\$2,340,674)	(\$2,340,674)	\$0	\$0	\$0	\$0	\$0	(\$2,340,674)	\$0
Total Water Supply		(\$10,727,153)	(\$10,727,153)	(\$10,727,153)	\$3,472,701	\$0	\$0	\$0	\$0	(\$7,254,452)	(\$1,067,052)
Grand Total - Capital Program		(\$64,545,242)	(\$79,345,750)	(\$58,042,283)	\$4,346,746	\$0	\$0	\$0	\$0	(\$53,695,537)	(\$23,670,136)

Council Report

Item 8

Committee: Finance and Monitoring Committee

Date: 05 December 2024

Author: Sarah Vaz

Authoriser: Gary Connolly

Position: Accounting Manager

Position: Chief Financial Officer

Report Name: Financial Performance & Strategy Report to 31 October 2024

Report Status	Open
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Purpose - *Take*

1. To inform the Finance and Monitoring Committee on Council's financial performance and strategy for the four months ended 31 October 2024.
2. To seek a recommendation from the Finance and Monitoring Committee that the Council approves the capital movement as set out in Item 1 the Capital Portfolio Monitoring Report.

Staff Recommendation - *Tuutohu-aa-kaimahi* (Recommendation to the Council)

3. That the Finance and Monitoring Committee:
 - a) receives the report; and
 - b) recommends that the Council:
 - i. approves the capital movement as identified in the 31 October Capital Portfolio Monitoring Report dated 5 December 2024;
 - ii. approves the forecast adjustments as set out in paragraph 49 of the staff report;
 - iii. notes the revised Financial Strategy position for Debt to Revenue, Net Debt and Balancing the Books as set out in paragraphs 50 to 52 of this staff report; and
 - c) notes that there may be further adjustment in the preparation of the Annual Report.

Executive Summary - *Whakaraapopototanga matua*

4. This report is to be read in conjunction with the 31 October 2024 Capital Portfolio Monitoring Report.
5. Financial figures are presented in billions (b), millions (m) and thousands (k).

6. The 31 October 2024 financial results are as follows:

Table 1. 31 October 2024 financial results

Surplus/(Deficit) Result	Actual	Budget	Variance
Accounting Surplus/(Deficit)	\$14.9m	\$18.3m	(\$3.4m) ✖
Balancing the books	(\$4.9m)	(\$13.2m)	\$8.3m ✔

7. **Operating revenue \$2.6m (excluding interest and other revenue) ✔** - \$1.5m favourable fees and charges from consent applications, recoveries of costs and event activity in Destinations.
8. **Capital revenue \$3.5m ✔** - NZ Transport Agency Waka Kotahi (NZTA) subsidies relating to Peacocke's deferred from 2023-24 have been received, this has been offset by unfavourable movements in the NZTA renewals subsidies and capital contributions.
9. **Other revenue \$0.9m ✔** – driven by the non-cash revaluation of the interest free Housing Infrastructure Fund (HIF) loan which was budgeted in June 2024, but only received in August 2024.
10. **Net interest costs (\$0.1m) ✖** - Interest revenues and expenses are expected to fluctuate as the timing of term deposit maturities and floating rate note payments do not occur in a linear fashion.
11. **Operating expenditure, excluding interest and depreciation (\$3.6m) ✔** - Favourability due to the high level of vacancies at the start of the year and budgeted growth not being realised in the estimation of the rubbish & recycling contract. Additionally, favourable outcomes were seen in transport activities, as only essential tasks were performed while awaiting funding confirmation from the NZ Transport Agency Waka Kotahi (NZTA).
12. The comparison between the 2024-34 Long-Term Plan and the **full year** forecast position is:
- debt to revenue is 264% and favourable against a budget of 276%; and
 - net debt is \$1.171b and favourable against a budget of \$1.236b; and
 - balancing the books of (\$60.8m) is unfavourable against a budget of (\$56.3m).
13. The impacts on the Financial Strategy are outlined in paragraph 49.
14. As at 31 October 2024 Council is compliant with counterparty credit limits. Council remains compliant with all other treasury policy measures (**Attachment 3**).
15. Council's Investment and Liability Management policy sets out counterparty credit limits. This is the maximum value Council may invest with any approved counterparty. These limits have been reviewed through the 2024-34 Long-Term Plan process and therefore mitigate any instances of non-compliance in the future.
16. Council's fixed rate hedging at 31 October 2024 is 64%. Council's external treasury advisors Price Waterhouse Cooper (PWC) review the swap strategy monthly and provide advice to guide Council's hedging activities.
17. Council saw a loss of (\$13.4m) on the revaluation of swaps as at 31 October 2024. This is not a cash loss, but rather an accounting/book entry and reflects the market swap rate movement as reflected in **Attachment 3**.
18. Staff consider the matters in this report have low significance and that the recommendations comply with Council's legal requirements.

Discussion - *Matapaki*

Operating Results Year to Date

19. The Statement of Comprehensive Revenue and Expense discloses the accounting result in accordance with accounting standards. The surplus of \$14.9m is (\$3.4m) unfavourable compared to the budget surplus of \$18.3m.
20. The Balancing the Books result for the year to 31 October 2024 is (\$4.9m). This is \$8.2m favourable to the budgeted deficit of (\$13.2m).

Table 2. Operating Results Year to Date

Measure	Actual	Budget	Variance
Accounting Surplus/(Deficit)	\$14.9m	\$18.3m	(\$3.4m) ✖
Balancing the books	(\$4.9m)	(\$13.2m)	\$8.3m ✔

21. The forecast Balancing the Books result for the year to 30 June 2025 is (\$61.0m) deficit. This is (\$23.1m) favourable to the budgeted deficit of (\$56.3m).

Table 3. Forecast Balancing the Books to 30 June 2025

Measure	Forecast	Budget	Variance
Accounting Surplus/(Deficit)	\$42.7m	\$19.5m	(\$23.1m) ✖
Balancing the books	(\$61.0m)	(\$56.3m)	(\$4.8m) ✖

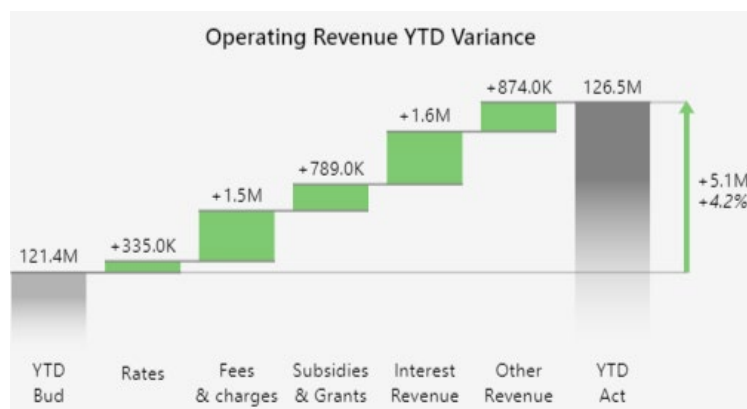
Refer to the Activity statements for details on forecast movements.

Understanding material variances

22. The Statement of Comprehensive Revenue and Expense is in **Attachment 1**. This statement compares the result against the 2024-34 Long-Term Plan.
23. Individual Everyday Revenue and Expense statements for each of Council's activities are in **Attachment 2**.
24. Variances presented as a positive number impact the result in a favourable manner. Variances presented in brackets (\$x.xm) impact the result in an unfavourable manner.

Operating Revenue Year to Date

25. **Total Operating Revenue \$5.1m** ✔



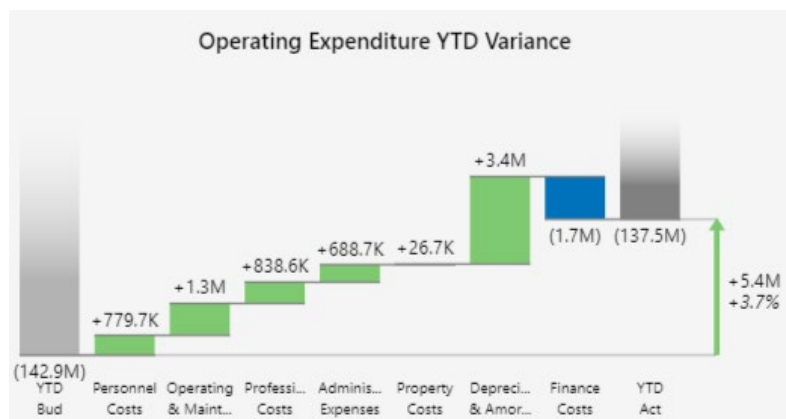
26. **Fees & charges \$1.5m** ✓ - The Destination group reported favourable variances driven by higher-than-anticipated event activity at Claudelands and increased visitor numbers at Hamilton Zoo. Additionally, a new fee structure for simple and complex notices of requirements and plan changes has been implemented, alongside contributions to the Council's growth planning costs from developers. The positive variance was also influenced by a cost recovery process addressing expenses related to an industrial noise complaint claim.
27. **Subsidies & Grants \$0.8m** ✓ - Waste levy revenue budgets were set prior to the expansion of proposed waste levy rates. It was unknown at the time of setting budgets what revenue would be receive.
28. **Interest revenue \$1.6m** ✓ - Careful treasury monitoring is ensuring that we obtain optimal returns on operational cash holdings and are maximising higher market returns on term deposits. Council's favourable position is reflective of having locked in higher term deposit rates before the OCR was reduced to 4.75%.
29. **Other revenue \$0.9m** ✓ - The final Housing Infrastructure Fund (HIF) drawdown was budgeted to occur before 30 June 2024, but was received in August 2024 resulting in the recognition of \$0.6m non-cash fair value gain. This recognises the value of the interest free loan. The change in value of the HIF loan is excluded from the balancing the books result.
30. Material variance explanations can be found in the activity statements **Attachment 2**.

Capital Revenue Year to Date

31. **Total Capital Revenue \$0.9m** ✓
32. **Development Contributions \$1.1m** ✓ - Development contributions are tracking above budget. Current revenue received is largely concentrated in infills and Rototuna.
33. **Capital revenue \$3.5m** ✓ - Key variances relate to NZTA subsidies relating to Peacocke's deferred from 2023-24 been received (\$10.8m). This is offset by unfavourable 2024-25 New Zealand Transport Agency (NZTA) capital and renewal subsidies revenue and capital contributions as a result of the deliberate slowdown in capital spend and confirmed reduction of the NZTA subsidies.
34. **Vested assets (\$3.7m)** ✗ – Timing and valuation of vested assets is difficult to estimate. Significant assets vested to Council relate to land under roads with respect to Cumberland Drive (\$5.9m). Vested assets are a non-cash inflow however the addition of vested assets increases operating, maintenance, and depreciation costs for Council.

Operating Expenditure Year to Date

35. **Total Operating Expenditure \$5.4m** ✓



36. **Personnel costs \$0.8m ✓** – Staff remuneration is \$2.1m less than budget due to staff vacancies. This is partially offset by (\$0.9m) leave accrual reflecting accrual of leave over the winter period when not much leave is taken and (\$1.0m) reduction in labour recoveries due to vacancies held and delays in the transportation capital programme delivery.
37. **Operating & Maintenance costs \$1.3m ✓** – The favourable result is primarily attributed to the Rubbish & Recycling Contract. Initially, budget projections expected significant growth in new builds, leading to increased rubbish and recycling collection. However, this growth has since slowed. Additionally, favourable outcomes are evident in transport activities, as only essential tasks were performed while awaiting funding confirmation from the NZTA.
38. **Professional Costs \$0.8m ✓** - Favourability is influenced by a cautious approach to engaging consultants while awaiting funding confirmation from NZTA resulting in \$0.4m in savings.
39. **Administration Expenses \$0.7m ✓** - Favourable results were achieved in advertising, promotion, and engagement, along with reduced spending on travel and accommodation. Additionally, there were minor favourable variances in other administrative expense categories.
40. **Finance costs (\$1.7m) ✗** - Costs exceed budget due to the timing of floating rate note payments. These payments do not occur in a linear fashion and we expect to see fluctuations to budget. This is partially offset by the \$1.6m increase in interest revenue generated through strategic treasury management.
41. **Depreciation \$3.4m ✓** – the favourability of depreciation is due to the timing of capitalisations, with increased depreciation expected on the capitalisation of significant Peacocke's assets expected by the end of the calendar year.
42. Please refer to the activity statements **Attachment 2** for material variance explanations.

Gains and Losses (\$14.7m) ✗

43. **Financial Instrument revaluations (\$13.4m) ✗** – interest rate fluctuations are driving changes to the value of Council's fixed rate borrowing instruments - see **Attachment 3** for swap interest rate movement. Gains of \$3.1m are projected for the remainder of the financial year with the 30 June 2025 forecast mark-to-market value of Council's Interest Rate Swaps being a loss of (\$10.3m).
44. **Loss on disposal of assets (\$1.3m) ✗** –Key losses to-date relate to the following works being undertaken resulting in the disposal of existing assets: Stormwater upgrades to Ruakura Road (\$267k), Waters infrastructure renewals and upgrades (\$620k) including water connections and those impacted through new vested assets, new drainage and irrigation across multiple sports parks (\$159k), fleet renewals (\$143k) and multiple building asset components (\$110k).

Treasury Management

45. Table 4 sets out Council's compliance with the Investment and Liability Management Policy (Council Policy) as at 31 October 2024.

Table 4. Compliance with Investment and Liability Management Policy

Item 8

Investment and Liability Management		
Measure	Compliance	Required by
Fixed Rate Debt Maturity	✓	Council Policy
Funding Maturity	✓	Council Policy
Counterparty Credit Risk	✓	Council Policy
Liquidity	✓	Local Government Funding Agency (LGFA)
Debt/ Revenue	✓	LGFA
Interest Cost/ Rates Revenue	✓	LGFA
Interest Cost/ Total Revenue	✓	LGFA

Interest Rate Risk Management

46. The movement on interest rate swaps relates to valuations completed at a point in time. These are based on Council's total external debt and the difference between current market interest rates and the fixed rates that Council has locked in. They are unrealised because, on maturity of each interest rate swap contract, no interest gain or loss eventuates.
47. As at 31 October 2024 Council's fixed rate hedging is 64%. This falls within our debt interest rate policy parameters which requires a minimum fixed rate of 40% and a maximum fixed rate of 95%. Current fixed rate portions are lower due to the high interest rate environment where indications are that it is financially prudent to delay fixing significant values at current rates.
48. Council's gross cost of funds over a 12-month rolling average is 4.79%.

Financial Strategy

49. Any changes in significant forecasting assumptions will result in changes to the Financial Strategy outcomes. These assumptions will be considered and, if necessary, adjusted in each Annual Plan or amended Long-Term Plan.

Financial Strategy Graphs

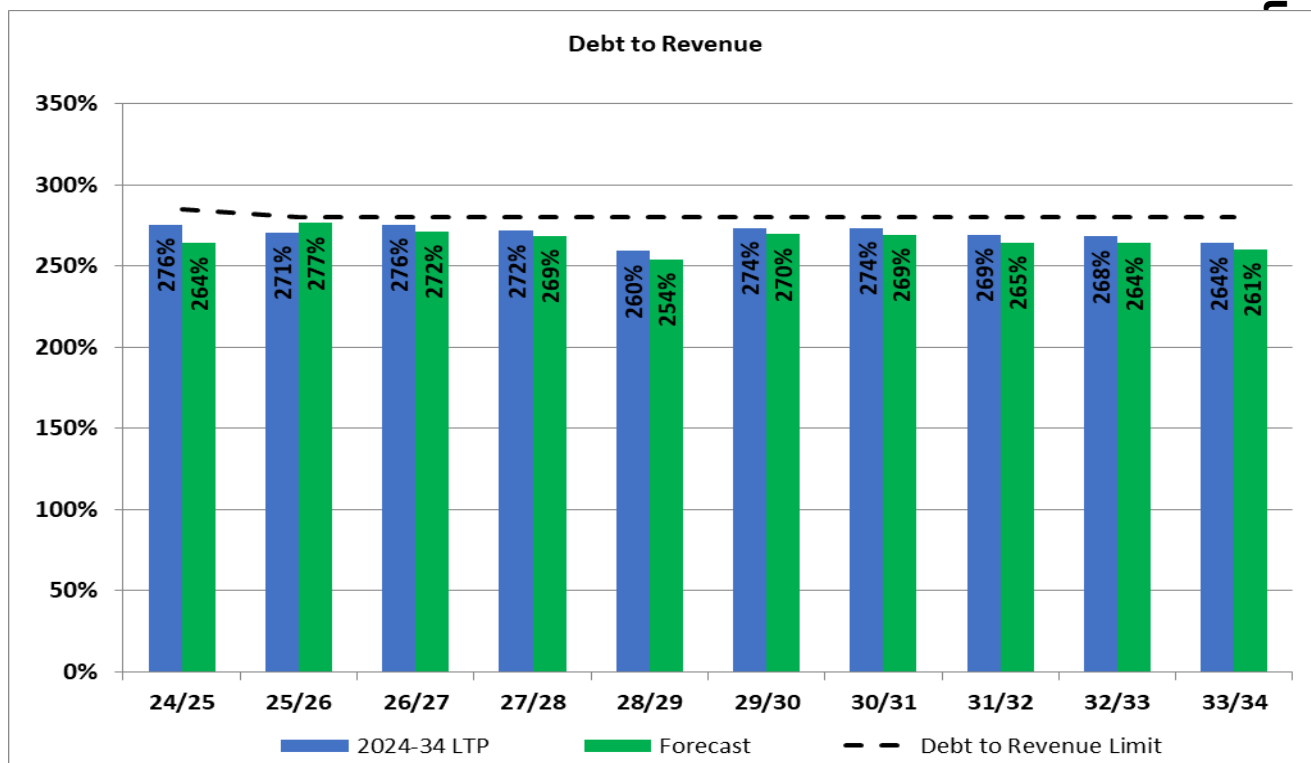
50. The following graphs show the 2024-34 Long-Term Plan budgets and actual result as set out earlier in this report.

The movement in debt to revenue and net debt in 2024-25 is a result of:

- i. The favourable opening position for the 2024-25 financial year, as a result of increased cash on hand, capital deferrals and a favourable balance sheet payables position; and
- ii. The 2024-25 balancing the books result; and
- iii. Capital revenue, capital savings, re-phasing, and delay deferrals from 2024-25 to and from future years as detailed in the Capital Portfolio Monitoring Report; and
- iv. The loss of NZTA subsidy revenue in years 2024-25 to 2026-27, as detailed in the Infrastructure and Transport Committee on 26 September 2024; and
- v. A reduction in Council's Transport capital spend equivalent to the assumed NZTA subsidy revenue loss in years 2024-25 to 2026-27 (effectively retaining local share only).

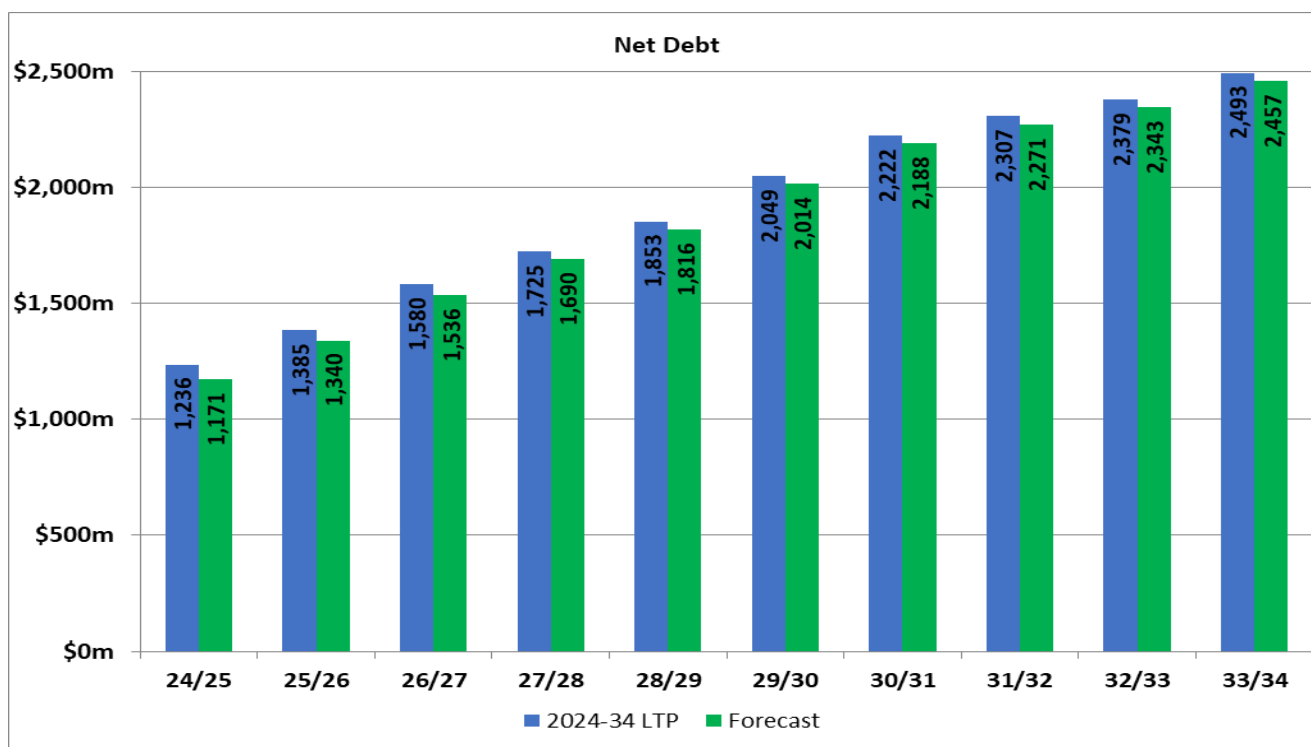
Debt to Revenue

51. The Debt to Revenue graph includes all adjustments identified in this report and shows that debt to revenue of 264% is favourable against a budget of 276%.



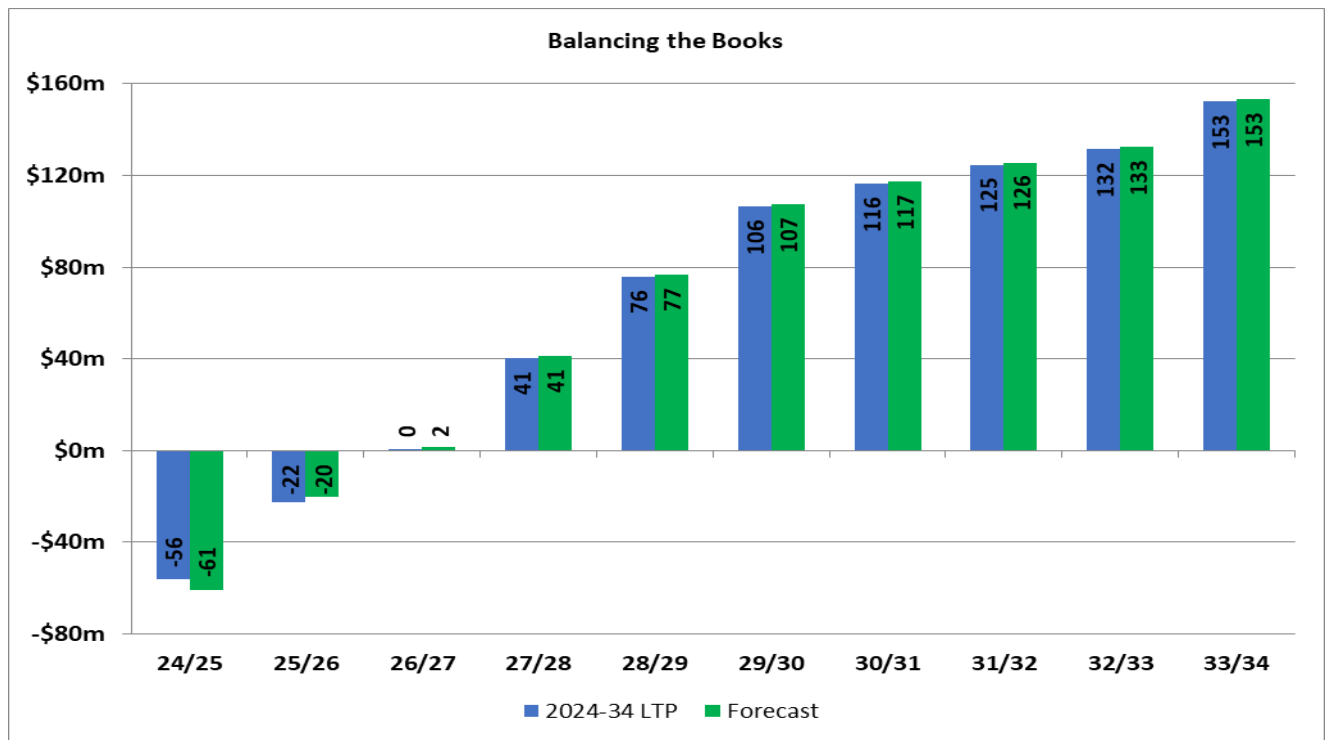
Net Debt

52. The forecast net debt for 2024-25 is \$1.171b is favourable against a budget of \$1.236b.



Balancing the Books

53. The forecast 2024-25 balancing the books deficit is (\$61m), and unfavourable against a budget of (\$56m), driven mostly by reduction in NZTA subsidies for capital renewals included in the measure.



Legal and Policy Considerations - *Whaiwhakaaro-aa-ture*

54. Staff confirm that matters in this report complies with Council's legal and policy requirements.
55. Staff have also considered the key considerations under the Climate Change Policy and have determined that an adaptation assessment and emissions assessment is not required for the matters in this report.

Wellbeing Considerations - *Whaiwhakaaro-aa-oranga tonutanga*

56. The purpose of Local Government changed on the 14 May 2019 to include promotion of the social, economic, environmental, and cultural wellbeing of communities in the present and for the future ('the 4 wellbeings').
57. The subject matter of this report has been evaluated in terms of 'the 4 wellbeings' during the process of developing this report.
58. The recommendations set out in this report are consistent with that purpose.
59. Economic wellbeing is managed through the efficient monitoring of Council's financial results. Diligent management of Council's budget and regular review of forecasts is required to ensure Council is operating effectively and policy compliance is met.
60. The environmental, social, and cultural wellbeings are not directly impacted by the annual monitoring report. However, the efficient review and management of Council's financial position supports the wider business in their delivery of key objectives that enhance these wellbeings.

Risks - *Tuuraru*

61. There are no known risks associated with the decisions of this report.

Significance & Engagement Policy - *Kaupapa here whakahira/anganui*

62. Having considered the Significance and Engagement Policy, staff have assessed that the matters in this report have low significance.
63. Given the low level of significance determined, the engagement level is low. No engagement is required.

Attachments - *Ngaa taapirihanga*

Attachment 1 - Statement of Comprehensive Revenue and Expense

Attachment 2 - Activity Statements

Attachment 3 - Treasury Statement

STATEMENT OF COMPREHENSIVE REVENUE AND EXPENSE

FOR THE PERIOD ENDED 31 OCTOBER 2024

\$000		\$000	\$000	\$000
Last Year YTD		YTD Actual	YTD Budget	Variance Fav/(Unfav)
Operating Revenue				
78,381	Rates	93,589	93,254	335
19,568	Fees & Charges	18,059	16,552	1,507
8,227	Subsidies & Grants	5,520	4,731	789
6,467	Interest Revenue	5,629	4,055	1,574
7,752	Other Revenue	3,696	2,822	874
120,396	TOTAL OPERATING REVENUE	126,493	121,414	5,079
Capital Revenue				
16,283	Development Contributions	8,199	7,059	1,139
18,956	Capital Revenue	23,670	20,154	3,516
18,915	Vested Assets	8,495	12,252	(3,757)
54,155	TOTAL CAPITAL REVENUE	40,364	39,466	898
174,551	TOTAL REVENUE	166,857	160,880	5,977
Expenditure				
37,200	Personnel Costs	39,050	39,830	780
28,301	Operating & Maintenance Costs	24,087	25,345	1,258
3,208	Professional Costs	2,693	3,532	839
13,226	Administration Expenses	9,750	10,448	697
5,954	Property Costs	6,158	6,185	27
17,505	Finance Costs	21,834	20,151	(1,683)
34,132	Depreciation & Amortisation Expense	33,928	37,375	3,447
139,525	TOTAL EXPENDITURE	137,501	142,866	5,365
35,025	OPERATING SURPLUS/(DEFICIT)	29,356	18,015	11,342
Gains and Losses				
6,611	Gain/(Loss) on revaluation of interest rate swaps	(13,443)	-	(13,443)
	Gain/(Loss) on fair value of investment properties	-	270	(270)
(1,996)	Gain/(Loss) on property, plant and equipment	(1,043)	-	(1,043)
4,616	TOTAL GAINS AND LOSSES	(14,486)	270	(14,756)
39,641	TOTAL SURPLUS/(DEFICIT)	14,870	18,285	(3,414)

Refer to Activity Statements for variances against budget.

BALANCING THE BOOKS RESULT

FOR THE PERIOD ENDED 31 OCTOBER 2024

\$000		\$000	\$000	\$000
Last Year YTD		YTD Actual	YTD Budget	Variance Fav/(Unfav)
39,641	Surplus/(Deficit)	14,870	18,285	(3,414)
Remove capital revenue				
(18,915)	Vested assets	(8,495)	(12,252)	3,757
(10,584)	Part of Development and Financial contributions	(5,739)	(4,942)	(797)
(11,618)	Capital Subsidy (excluding subsidy on transport renewals)	(17,412)	(11,180)	(6,232)
(4,380)	Other Capital Contributions & Grants	(3,871)	(4,741)	870
(4,729)	Other items not considered everyday operating revenue	(713)		(713)
Remove (gains)/losses				
(4,616)	All Gains/(Losses)	14,486	(270)	14,756
Remove other expenses				
7,109	Other items not considered everyday operating expenses	1,930	1,835	96
(8,092)	EVERYDAY SURPLUS/(DEFICIT)	(4,944)	(13,265)	8,322

FOR THE PERIOD ENDED 31 OCTOBER 2024

\$000		\$000	\$000	\$000	\$000	\$000	\$000	\$000
Last Year YTD		YTD Actual	YTD Budget	Variance Fav/(Unfav)	Annual Approved Budget	% Annual Budget Spent	Forecast	Annual Variance Fav/(Unfav)
Operating Revenue								
78,381	Rates**	93,589	93,254	335	302,672	31%	302,672	-
19,568	Fees & Charges	18,059	16,552	1,507	50,127	36%	51,636	1,509
8,227	Subsidies & Grants	5,520	4,731	789	12,316	45%	12,351	35
6,467	Interest Revenue	5,629	4,055	1,574	12,163	46%	14,781	2,618
7,752	Other Revenue	3,696	2,822	874	8,173	45%	8,322	149
120,396	Total Operating Revenue	126,493	121,414	5,079	385,450	33%	389,762	4,312
Operating Expenditure								
37,200	Personnel Costs	39,050	39,830	780	132,367	30%	132,549	(182)
28,301	Operating & Maintenance Costs	24,087	25,345	1,258	100,639	24%	100,980	(341)
3,208	Professional Costs	2,693	3,532	839	17,013	16%	17,863	(850)
13,226	Administration Expenses	9,750	10,448	697	25,989	38%	26,053	(64)
5,954	Property Costs	6,158	6,185	27	16,812	37%	16,880	(68)
17,505	Finance Costs**	21,834	20,151	(1,683)	61,248	36%	64,770	(3,523)
34,132	Depreciation & Amortisation Expense**	33,928	37,375	3,447	112,104	30%	112,104	()
(4,616)	Gains & Losses	14,486	(270)	(14,756)	(915)	(1583%)	10,708	(11,623)
134,910	Total Operating Expenditure	151,987	142,596	(9,391)	465,258	33%	481,908	(16,651)
(14,514)	Operating Surplus/(Deficit)*	(25,494)	(21,181)	(4,312)	(79,807)	32%	(92,146)	(12,338)
Capital Revenue								
16,283	Development Contributions**	8,199	7,059	1,139	21,174	39%	21,174	-
18,956	Capital Revenue**	23,670	20,154	3,516	64,545	37%	53,696	(10,850)
18,915	Vested Assets**	8,495	12,252	(3,757)	36,750	23%	36,750	-
54,155	Total Capital Revenue	40,364	39,466	898	122,469	33%	111,620	(10,850)
39,641	Total Surplus/(Deficit)	14,870	18,285	(3,414)	42,662	35%	19,474	(23,188)

* Operating surplus/(deficit) excludes overhead allocation. Refer to Overheads activity statement for overhead results and variance explanations

** Rates Revenue, Finance Costs, Depreciation & Amortisation Expenses, Development Contribution, Capital Revenue and Vested Assets variances are explained in the Council activity statements

Material variances as explained below:

Rates:** \$335k favourable.

The favourability is due to capital value growth, mainly due to subdivision and building work, that was higher than forecast.

Interest Revenue: \$1,574k favourable.

Higher market interest rates are generating slightly higher returns on prefunding term deposits as part of strategic treasury management.

Finance Costs:** (\$1,683k) unfavourable.

Costs exceed budget due to the increased costs of floating rate note payments. These payments are expected to reduce in line with an OCR decrease. This is largely offset by the increase in interest revenue.

Depreciation & Amortisation Expense:** \$3,447k favourable.

The favourability of depreciation is due to the timing of capitalisation with the ability to capitalise limited until the Annual Report balances are finalised. The capitalisation of significant Peacocke's assets expected by the end of the calendar year will increase depreciation.

Gains & Losses: (\$14,756k) unfavourable.

Financial Instrument revaluations (\$13.2m). Interest rate fluctuations are driving changes to the value of Council's fixed rate borrowing instruments.

Losses on disposal of assets (\$1.3m). Key losses to-date relate to the following works being undertaken resulting in the disposal of existing assets: Stormwater upgrades to Ruakura Road (\$267k), Waters infrastructure renewals and upgrades (\$620k) including water connections and those impacted through new vested assets, new drainage and irrigation across multiple sports parks (\$159k), fleet renewals (\$143k) and multiple building asset components (\$110k).

Development Contributions:** \$1,139k favourable.

Development contributions are tracking above budget. Current revenue received is largely concentrated in infills and Rototuna.

Capital Revenue:** \$3,516k favourable.

\$10.8m of NZTA subsidies relating to Peacocke's deferred from 2023-24 have been received. This has been offset by the expected reduction in NZTA capital revenue as reflected in the forecast.

Vested Assets:** (\$3,757k) unfavourable.

Timing and valuation of vested assets is difficult to estimate. Significant assets vested to Council relate to \$5.9m of land under roads with respect to Cumberland Drive.

The comments below explain the material variance between Annual Budget and Forecast.

Interest Revenue: \$2,618k favourable.

This favourability has been generated through strategic treasury management, including entering into favourable Term Deposit agreements before the reduction of the OCR rate.

Finance Costs:** (\$3,523k) unfavourable.

Costs exceed budget due to the timing of non-linear floating rate note payments. This is largely offset by the \$2.6m favourable variance in interest revenue.

Gains & Losses: (\$11,623k) unfavourable.

Financial Instrument revaluations are currently predicting a loss of (\$13.4m) as interest rate fluctuations are driving changes to the value of Council's fixed rate borrowing instruments. However, gains of \$3.1m are projected for the remainder of the financial year with the 30 June 2025 forecast mark-to-market value of Council's Interest Rate Swaps being a loss of (\$10.3m). The forecast also takes into account the key losses-to-date for renewal works as mentioned above.

Capital Revenue:** (\$10,850k) unfavourable.

The unfavourability of the forecast largely relates to the confirmed reduction in NZTA subsidies, refer to the capital monitoring report.

Attachment 2

COMMUNITY SERVICES

Libraries | Customer | Aquatics

FOR THE PERIOD ENDED 31 OCTOBER 2024

\$000		\$000	\$000	\$000	\$000	\$000	\$000	\$000
Last Year YTD		YTD Actual	YTD Budget	Variance Fav/(Unfav)	Annual Approved Budget	% Annual Budget Spent	Forecast	Annual Variance Fav/(Unfav)
Operating Revenue								
5,705	Rates**	9,245	9,200	45	27,596	34%	27,596	-
1,341	Fees & Charges	1,625	1,535	90	5,219	31%	5,288	69
83	Subsidies & Grants	2	1	1	2	75%	3	1
223	Interest Revenue**	226	163	63	489	46%	594	105
27	Other Revenue	21	19	2	56	37%	56	
7,379	Total Operating Revenue	11,120	10,918	201	33,362	33%	33,536	175
Operating Expenditure								
3,806	Personnel Costs	4,085	4,001	(84)	14,190	29%	14,113	77
902	Operating & Maintenance Costs	834	839	5	3,040	27%	3,086	(46)
55	Professional Costs	50	54	4	192	26%	195	(3)
380	Administration Expenses	362	384	22	993	36%	995	(2)
502	Property Costs	520	433	(86)	1,358	38%	1,312	46
586	Finance Costs**	833	745	(88)	2,235	37%	2,377	(142)
1,865	Depreciation & Amortisation Expense**	1,512	2,124	612	6,371	24%	6,371	-
	Gains & Losses	1	-	(1)	-		1	(1)
8,096	Total Operating Expenditure	8,197	8,581	384	28,380	29%	28,450	(70)
(717)	Operating Surplus/(Deficit)*	2,923	2,337	586	4,982	59%	5,087	104
Capital Revenue								
	Capital Revenue**	-	-					
	Total Capital Revenue		-					-
(717)	Total Surplus/(Deficit)	2,923	2,337	586	4,982	59%	5,087	104

* Operating surplus/(deficit) excludes overhead allocation. Refer to Overheads activity statement for overhead results and variance explanations

** Rates Revenue, Interest Revenue, Finance Costs, Depreciation & Amortisation Expenses, Development Contribution, Capital Revenue and Vested Assets variances are explained in the Council activity statements

Material variances as explained below:

No significant variances to report.

The comments below explain the material variance between Annual Budget and Forecast.

No significant variances to report.

\$000		\$000		\$000		\$000		\$000		\$000	
Last Year		YTD Actual	YTD Budget	Variance	Annual	% Annual		Forecast	Annual		
YTD				Fav/(Unfav)	Approved	Budget			Variance		
					Budget	Spent			Fav/(Unfav)		
Operating Revenue											
12,115	Rates**	15,359	15,221	139	46,441	33%		46,441	-		
6,946	Fees & Charges	4,936	4,314	622	12,269	40%		12,588	319		
194	Subsidies & Grants	40	40		98	41%		98	-		
450	Interest Revenue**	428	309	120	926	46%		1,125	199		
362	Other Revenue	444	388	56	1,220	36%		1,269	48		
20,067	Total Operating Revenue	21,207	20,271	937	60,953	35%		61,520	567		
Operating Expenditure											
5,962	Personnel Costs	6,000	5,893	(107)	19,363	31%		19,457	(94)		
4,784	Operating & Maintenance Costs	3,258	3,483	225	10,994	30%		11,281	(287)		
87	Professional Costs	82	108	26	357	23%		367	(10)		
7,369	Administration Expenses	953	1,070	117	4,320	22%		4,380	(60)		
971	Property Costs	959	1,040	81	2,937	33%		2,971	(34)		
1,183	Finance Costs**	1,577	1,411	(166)	4,232	37%		4,500	(268)		
3,506	Depreciation & Amortisation Expense**	3,262	3,986	725	11,957	27%		11,957	-		
33	Gains & Losses	43		(43)				43	(43)		
23,896	Total Operating Expenditure	16,133	16,991	858	54,160	30%		54,956	(795)		
(3,829)	Operating Surplus/(Deficit)*	5,075	3,280	1,795	6,793	75%		6,564	(229)		
Capital Revenue											
120	Capital Revenue**	43		43	4,095			4,095			
120	Total Capital Revenue	43		43	4,095	1%		4,095	-		
(3,709)	Total Surplus/(Deficit)	5,117	3,280	1,837	10,888	47%		10,659	(229)		

* Operating surplus/(deficit) excludes overhead allocation. Refer to Overheads activity statement for overhead results and variance explanations

** Rates Revenue, Interest Revenue, Finance Costs, Depreciation & Amortisation Expenses, Development Contribution, Capital Revenue and Vested Assets variances are explained in the Council activity statements

Material variances as explained below:

Fees & Charges: \$622k favourable.

Increased event and operating revenue at Claudelands has led to a favourable variance.

Personnel Costs: (\$107k) unfavourable.

Increased use of casuals has created an unfavourable variance to budget.

Operating & Maintenance Costs: \$225k favourable.

Contractor costs are lower at the Museum due to less cleaning required during the Museum refurbishment shut down and reduced reactive and planned maintenance work carried out. Maintenance costs are lower than budgeted at FMG Stadium due to timing of maintenance.

Administration Expenses: \$117k favourable.

Advertising costs are currently lower than budgeted, this is anticipated to reach budgeted levels within the year.

The comments below explain the material variance between Annual Budget and Forecast.

Fees & Charges: \$319k favourable.

Increased event and patronage revenue has created a favourable forecast to budget.

Operating & Maintenance Costs: (\$287k) unfavourable.

Increased event revenue has created increased event costs, resulting in a forecast higher than budget.

Attachment 2

GOVERNANCE

Democracy Services | Mayor's Office | Mayoral Support Services

FOR THE PERIOD ENDED 31 OCTOBER 2024

\$000		\$000	\$000	\$000	\$000	\$000	\$000	\$000
Last Year YTD		YTD Actual	YTD Budget	Variance Fav/(Unfav)	Annual Approved Budget	% Annual Budget Spent	Forecast	Annual Variance Fav/(Unfav)
Operating Revenue								
925	Rates**	1,124	1,118	6	3,352	34%	3,352	-
	Fees & Charges	-	-	-	-	-	-	-
	Subsidies & Grants	-	-	-	-	-	-	-
	Interest Revenue**	-	-	-	-	-	-	-
	Other Revenue	-	-	-	-	-	-	-
925	Total Operating Revenue	1,124	1,118	6	3,352	34%	3,352	
Operating Expenditure								
118	Personnel Costs	150	140	(10)	460	33%	460	-
3	Operating & Maintenance Costs	5	3	(2)	14	33%	19	(5)
49	Professional Costs	109	102	(8)	392	28%	432	(40)
507	Administration Expenses	575	619	44	1,861	31%	1,862	(1)
	Property Costs	-	-	-	-	-	-	-
	Finance Costs**	-	-	-	-	-	-	-
	Depreciation & Amortisation Expense**	-	-	-	-	-	-	-
	Gains & Losses	-	-	-	-	-	-	-
676	Total Operating Expenditure	839	864	24	2,727	31%	2,773	(46)
249	Operating Surplus/(Deficit)*	284	254	30	625	45%	580	(46)
249	Total Surplus/(Deficit)	284	254	30	625	45%	580	(46)

* Operating surplus/(deficit) excludes overhead allocation. Refer to Overheads activity statement for overhead results and variance explanations

** Rates Revenue, Interest Revenue, Finance Costs, Depreciation & Amortisation Expenses, Development Contribution, Capital Revenue and Vested Assets variances are explained in the Council activity statements

Material variances as explained below:

No significant variances to report.

The comments below explain the material variance between Annual Budget and Forecast.**Professional Costs: (\$40k) unfavourable.**

At the 17 September 2024 Extraordinary Council Meeting, staff undertook to report the total costs of the Cr Bydder Code of Conduct Complaint investigation to a future meeting of the Finance and Monitoring Committee. As required by the Code of Conduct (Stage 2 of Schedule 3), an independent preliminary assessment was undertaken by Tompkins Wake and the matter was then referred to Mary Hill as the Independent Investigator. The total cost for the assessment and investigation was \$40,380 excluding GST and has been forecasted as an unbudgeted cost.

FOR THE PERIOD ENDED 31 OCTOBER 2024

\$000		\$000		\$000	\$000	\$000	\$000	\$000	\$000
Last Year YTD		YTD Actual	YTD Budget	Variance Fav/(Unfav)	Annual Approved Budget	% Annual Budget Spent	Forecast	Annual Variance Fav/(Unfav)	
Operating Revenue									
3,984	Rates**	4,234	4,162	72	12,515	34%	12,515	-	
1,204	Fees & Charges	1,543	1,031	512	2,617	59%	3,592	975	
17	Subsidies & Grants	35	-	35	-		35	35	
43	Interest Revenue**	19	14	5	41	46%	50	9	
824	Other Revenue	825	683	142	2,035	41%	2,111	76	
6,072	Total Operating Revenue	6,657	5,889	767	17,209	39%	18,303	1,095	
Operating Expenditure									
3,246	Personnel Costs	3,261	3,510	249	11,338	29%	10,928	411	
396	Operating & Maintenance Costs	442	450	7	1,034	43%	1,050	(16)	
1,395	Professional Costs	891	910	18	3,159	28%	3,863	(703)	
214	Administration Expenses	159	249	91	1,125	14%	1,123	2	
107	Property Costs	103	101	(3)	292	35%	292	-	
(310)	Finance Costs**	(392)	63	455	189	(207%)	201	(12)	
11	Depreciation & Amortisation Expense**	4	7	3	22	20%	22	-	
268	Gains & Losses	(270)	(270)	()	(915)	29%	(915)	-	
5,327	Total Operating Expenditure	4,199	5,019	820	16,245	26%	16,564	(319)	
745	Operating Surplus/(Deficit)*	2,457	870	1,588	964	255%	1,739	775	
Capital Revenue									
	Capital Revenue**	-	-	-	-		-	-	
	Total Capital Revenue								
745	Total Surplus/(Deficit)	2,457	870	1,588	964	255%	1,739	775	

* Operating surplus/(deficit) excludes overhead allocation. Refer to Overheads activity statement for overhead results and variance explanations

** Rates Revenue, Interest Revenue, Finance Costs, Depreciation & Amortisation Expenses, Development Contribution, Capital Revenue and Vested Assets variances are explained in the Council activity statements

Material variances as explained below:

Fees & Charges: \$512k favourable.

A new fee charge for simple or complex notice of requirements and plan changes has been introduced, as well as receiving contributions to Council's growth planning costs from developers.

Other Revenue: \$142k favourable.

Variance mostly relates to rental income from properties for which budget was removed based on uncertainty of future revenue due to potential demolition.

Personnel Costs: \$249k favourable.

Variance relates to current vacancies held across the group, which is partially offset by externally contracted staff expenses.

The comments below explain the material variance between Annual Budget and Forecast.

Fees & Charges: \$975k favourable.

Refer to comment above, with remaining favourability coming from recoveries from private plan changes (refer to Professional Costs below).

Personnel Costs: \$411k favourable.

Refer to comment above.

Professional Costs: (\$703k) unfavourable.

Variance in professional costs relates to recoveries still to come from private plan changes, which will offset against fees and charges received.

Attachment 2

PARKS AND RECREATION

Parks | Cemeteries and Crematorium | Nursery | Community Facilities

FOR THE PERIOD ENDED 31 OCTOBER 2024

\$000		\$000	\$000	\$000	\$000	\$000	\$000	\$000
Last Year YTD		YTD Actual	YTD Budget	Variance Fav/(Unfav)	Annual Approved Budget	% Annual Budget Spent	Forecast	Annual Variance Fav/(Unfav)
Operating Revenue								
8,830	Rates**	11,556	11,512	44	34,575	33%	34,575	-
1,701	Fees & Charges	1,923	1,778	145	5,964	32%	5,964	-
271	Subsidies & Grants	6		6				-
486	Interest Revenue**	572	412	160	1,236	46%	1,502	266
95	Other Revenue	99	61	38	177	56%	177	-
11,383	Total Operating Revenue	14,155	13,763	392	41,952	34%	42,218	266
Operating Expenditure								
3,902	Personnel Costs	3,837	3,963	127	12,578	31%	12,488	91
2,338	Operating & Maintenance Costs	2,065	1,988	(77)	8,502	24%	8,502	()
160	Professional Costs	84	96	11	1,574	5%	1,579	(5)
229	Administration Expenses	201	222	22	635	32%	638	(3)
214	Property Costs	254	249	(5)	773	33%	773	()
1,280	Finance Costs**	2,105	1,884	(222)	5,650	37%	6,008	(358)
2,338	Depreciation & Amortisation Expense**	2,362	2,640	278	7,917	30%	7,917	-
1,199	Gains & Losses	220	-	(220)			220	(220)
11,659	Total Operating Expenditure	11,128	11,042	(86)	37,629	30%	38,125	(495)
(276)	Operating Surplus/(Deficit)*	3,027	2,721	306	4,323	70%	4,093	(229)
Capital Revenue								
534	Development Contributions**	259	218	41	654	40%	654	-
3	Capital Revenue**	2	-	2			-	-
7,139	Vested Assets**	(217)	-	(217)	-		-	-
7,676	Total Capital Revenue	45	218	(173)	654	7%	654	-
7,400	Total Surplus/(Deficit)	3,072	2,939	133	4,976	62%	4,747	(229)

* Operating surplus/(deficit) excludes overhead allocation. Refer to Overheads activity statement for overhead results and variance explanations

** Rates Revenue, Interest Revenue, Finance Costs, Depreciation & Amortisation Expenses, Development Contribution, Capital Revenue and Vested Assets variances are explained in the Council activity statements

Material variances as explained below:**Fees & Charges: \$145k favourable.**

Increase in revenue is mainly due to increased Cemetery and Crematorium services, the timing of which is difficult to predict.

Personnel Costs: \$127k favourable.

Favourable variance is due to vacancies held to date. Recruitment is underway.

Gains & Losses: (\$220k) unfavourable.

Upgrades have been made across 15 sportsparks as a result of recommendations made in a demand and capacity report highlighting aging infrastructure and the impacts of Hamilton's climate on the fields making drainage difficult. This has resulted in losses of \$159k. There has also been various works undertaken as part of the building renewals programme.

The comments below explain the material variance between Annual Budget and Forecast.**Gains & Losses: (\$220k) unfavourable.**

Refer to comment above.

FOR THE PERIOD ENDED 31 OCTOBER 2024

\$000		\$000	\$000	\$000	\$000	\$000	\$000	\$000
YTD 2019/20		YTD Actual	YTD Budget	Variance Fav/(Unfav)	Annual Approved Budget	% Annual Budget Spent	Forecast	Annual Variance Fav/(Unfav)
Operating Revenue								
1,648	Rates**	2,737	2,726	12	8,249	33%	8,249	-
3,969	Fees & Charges	3,882	3,765	117	8,585	45%	8,729	143
957	Subsidies & Grants	13	30	(18)	65	20%	65	-
	Interest Revenue**	26	19	7	57	46%	69	12
44	Other Revenue	38	20	18	60	64%	48	(12)
6,618	Total Operating Revenue	6,697	6,560	137	17,017	39%	17,161	143
Operating Expenditure								
3,586	Personnel Costs	3,346	3,288	(58)	10,669	31%	11,081	(411)
482	Operating & Maintenance Costs	365	441	76	1,775	21%	1,791	(16)
78	Professional Costs	192	226	35	936	20%	987	(51)
111	Administration Expenses	83	102	19	612	13%	657	(45)
17	Property Costs	19	17	(1)	55	33%	55	(1)
	Finance Costs**	97	87	(10)	261	37%	278	(17)
27	Depreciation & Amortisation Expense**	55	33	(22)	100	55%	100	-
	Gains & Losses	-	-	-	-	-	-	-
4,301	Total Operating Expenditure	4,156	4,194	38	14,408	29%	14,948	(540)
2,317	Operating Surplus/(Deficit)*	2,541	2,366	175	2,609	97%	2,213	(396)
Capital Revenue								
	Capital Revenue**	-	-	-	-	-	-	-
	Total Capital Revenue							
2,317	Total Surplus/(Deficit)	2,541	2,366	175	2,609	97%	2,213	(396)

* Operating surplus/(deficit) excludes overhead allocation. Refer to Overheads activity statement for overhead results and variance explanations

** Rates Revenue, Interest Revenue, Finance Costs, Depreciation & Amortisation Expenses, Development Contribution, Capital Revenue and Vested Assets variances are explained in the Council activity statements

Material variances as explained below:

Fees & Charges: \$117k favourable.

A cost recovery process regarding enforcement action by Council relating to an industrial noise issue. This resulted in a dispute being heard by the Environment Court, in which the Court found in Councils' favour and ordered the company to pay Council's costs.

The comments below explain the material variance between Annual Budget and Forecast.

Fees & Charges: \$143k favourable.

Refer to comment above.

Personnel Costs: (\$411k) unfavourable.

Unfavourability is due to achieving a full complement of staff this year, with no vacancies anticipated in the future.

Attachment 2

PARTNERSHIPS, COMMUNICATION & MAAORI

Amorangi Maaori | Communication & Engagement | Community Partnerships, Funding & Events

FOR THE PERIOD ENDED 31 OCTOBER 2024

\$000		\$000	\$000	\$000	\$000	\$000	\$000	\$000
Last Year YTD		YTD Actual	YTD Budget	Variance Fav/(Unfav)	Annual Approved Budget	% Annual Budget Spent	Forecast	Annual Variance Fav/(Unfav)
Operating Revenue								
1,356	Rates**	3,626	3,607	19	10,819	34%	10,819	-
53	Fees & Charges	30	20	10	60	50%	64	4
1,580	Subsidies & Grants	10	16	(6)	16	64%	16	-
	Interest Revenue**							-
	Other Revenue	3		3			3	3
2,988	Total Operating Revenue	3,669	3,643	27	10,894	34%	10,901	7
Operating Expenditure								
1,746	Personnel Costs	1,909	1,893	(16)	6,135	31%	6,239	(104)
156	Operating & Maintenance Costs	47	81	34	658	7%	628	30
118	Professional Costs	56	68	11	584	10%	588	(4)
1,577	Administration Expenses	1,506	1,565	60	2,825	53%	2,857	(32)
30	Property Costs	34	34	()	109	31%	109	-
	Finance Costs**	-	-	-	-	-	-	-
	Depreciation & Amortisation Expense**			()	1	33%	1	-
	Gains & Losses	-	-	-			-	-
3,626	Total Operating Expenditure	3,552	3,641	89	10,312	34%	10,422	(110)
(638)	Operating Surplus/(Deficit)*	117	2	116	582	20%	479	(103)
Capital Revenue								
	Capital Revenue**	-	-	-	-	-	-	-
	Total Capital Revenue	-	-	-	-	-	-	-
(638)	Total Surplus/(Deficit)	117	2	116	582	20%	479	(103)

* Operating surplus/(deficit) excludes overhead allocation. Refer to Overheads activity statement for overhead results and variance explanations

** Rates Revenue, Interest Revenue, Finance Costs, Depreciation & Amortisation Expenses, Development Contribution, Capital Revenue and Vested Assets variances are explained in the Council activity statements

Material variances as explained below:

No significant variances to report.

The comments below explain the material variance between Annual Budget and Forecast.

Personnel Costs: (\$104k) unfavourable.

Personnel costs are forecasted as higher than budgeted due to Amorangi Maaori now having all positions filled, and no personnel departures anticipated within the PCM group for the remainder of the financial year. This means the vacancy factor savings will be unmet.

\$000		\$000		\$000		\$000		\$000		\$000	
Last Year YTD		YTD Actual	YTD Budget	Variance Fav/(Unfav)	Annual Approved Budget	% Annual Budget Spent	Forecast	Annual Variance Fav/(Unfav)			
Operating Revenue											
2,909	Rates**	4,453	4,449	4	13,354	33%	13,354	-			
(51)	Fees & Charges	(44)	(89)	45	(265)	17%	(265)	-			
981	Subsidies & Grants	1,615	767	848	1,534	105%	1,534	-			
15	Interest Revenue**	11	8	3	24	46%	30	5			
196	Other Revenue	163	170	(7)	509	32%	509	-			
4,050	Total Operating Revenue	6,197	5,304	893	15,156	41%	15,161	5			
Operating Expenditure											
439	Personnel Costs	304	529	225	1,694	18%	1,694	-			
2,755	Operating & Maintenance Costs	3,082	3,675	593	11,056	28%	11,056	-			
76	Professional Costs	144	128	(16)	385	37%	385	-			
6	Administration Expenses ***	15	90	74	(1,727)	(1%)	(1,727)	-			
26	Property Costs	31	74	43	93	33%	93	-			
40	Finance Costs**	41	37	(4)	919	5%	926	(7)			
172	Depreciation & Amortisation Expense**	177	183	6	548	32%	548	-			
	Gains & Losses	-	-	-	-		-	-			
3,513	Total Operating Expenditure	3,795	4,715	920	12,968	29%	12,975	(7)			
537	Operating Surplus/(Deficit)*	2,403	589	1,814	2,187	110%	2,186	(2)			
Capital Revenue											
	Capital Revenue**	-	-	-	-		-	-			
	Total Capital Revenue	-	-	-	-		-	-			
537	Total Surplus/(Deficit)	2,403	589	1,814	2,187	110%	2,186	(2)			

* Operating surplus/(deficit) excludes overhead allocation. Refer to Overheads activity statement for overhead results and variance explanations

** Rates Revenue, Interest Revenue, Finance Costs, Depreciation & Amortisation Expenses, Development Contribution, Capital Revenue and Vested Assets variances are explained in the Council activity statements

*** Annual Provision for Closed Landfill included in Annual Budget

Material variances as explained below:

Subsidies & Grants: \$848k favourable.

Existing budgets for waste levy revenue were set prior to the expansion of waste levy rates. It was unknown at the time of setting budgets what revenue Council would receive. Any excess funds in this space must be ring-fenced for activities within the Waste Minimisation space.

Personnel Costs: \$225k favourable.

Favourability due to the high level of vacancies within the Resource Recovery activity.

Operating & Maintenance Costs: \$593k favourable.

Favourability in Contractors for the Rubbish & Recycling Contract. Initially, budget projections anticipated significant growth in new builds and a resulting increased rubbish & recycling collection, but this growth has since decelerated.

The comments below explain the material variance between Annual Budget and Forecast.

No significant variances to report.

Attachment 2

STORMWATER

Stormwater Network

FOR THE PERIOD ENDED 31 OCTOBER 2024

\$000		\$000		\$000		\$000		\$000		\$000	
Last Year YTD		YTD Actual	YTD Budget	Variance Fav/(Unfav)	Annual Approved Budget	% Annual Budget Spent		Forecast	Annual Variance Fav/(Unfav)		
Operating Revenue											
6,317	Rates**	4,690	4,653	37	18,509	25%		18,509	-		
234	Fees & Charges	183	47	136	190	97%		190	-		
2	Subsidies & Grants	11	-	11	-			-	-		
301	Interest Revenue**	233	168	65	504	46%		612	108		
	Other Revenue	-	-	-	-			-	-		
6,854	Total Operating Revenue	5,118	4,868	249	19,202	27%		19,311	108		
Operating Expenditure											
936	Personnel Costs	483	570	87	1,841	26%		1,880	(39)		
255	Operating & Maintenance Costs	318	382	64	1,157	27%		1,157	-		
50	Professional Costs	38	128	91	404	9%		404	-		
12	Administration Expenses	11	12	1	37	30%		35	2		
345	Property Costs	359	361	1	530	68%		530	-		
793	Finance Costs**	858	768	(90)	2,302	37%		2,448	(146)		
3,503	Depreciation & Amortisation Expense**	3,620	3,842	222	11,524	31%		11,524	-		
48	Gains & Losses	415	-	(415)				415	(415)		
5,941	Total Operating Expenditure	6,101	6,063	(38)	17,796	34%		18,393	(597)		
913	Operating Surplus/(Deficit)*	(983)	(1,194)	211	1,407	(70%)		918	(489)		
Capital Revenue											
3,969	Development Contributions**	940	667	273	2,001	47%		2,001	-		
681	Capital Revenue**	345	378	(33)	1,134	30%		1,134	-		
320	Vested Assets**	8,710	1,672	7,038	5,015	174%		5,015	-		
4,970	Total Capital Revenue	9,996	2,717	7,278	8,151	123%		8,151	-		
5,883	Total Surplus/(Deficit)	9,012	1,523	7,489	9,557	94%		9,068	(489)		

* Operating surplus/(deficit) excludes overhead allocation. Refer to Overheads activity statement for overhead results and variance explanations

** Rates Revenue, Interest Revenue, Finance Costs, Depreciation & Amortisation Expenses, Development Contribution, Capital Revenue and Vested Assets variances are explained in the Council activity statements

Material variances as explained below:**Fees & Charges: \$136k favourable.**

Higher costs in stream cleaning, particularly Waitawhiriri, has increased operating contributions charged to Waikato Regional Council.

Gains & Losses: (\$415k) unfavourable.

Unbudgeted losses as a result of Stormwater upgrades to Ruakura Road (\$267k) as well as various renewals and upgrades of stormwater assets through the capital works programme, as well as developer lead upgrades.

The comments below explain the material variance between Annual Budget and Forecast.**Gains & Losses: (\$415k) unfavourable.**

Refer to comment above.

\$000		\$000	\$000	\$000	\$000	\$000	\$000	\$000
Last Year YTD		YTD Actual	YTD Budget	Variance Fav/(Unfav)	Annual Approved Budget	% Annual Budget Spent	Forecast	Annual Variance Fav/(Unfav)
Operating Revenue								
()	Rates**	()	-	()	-			-
165	Fees & Charges	73	69	5	331	22%	331	-
16	Subsidies & Grants	380	379		805	47%	805	-
113	Interest Revenue**	71	51	20	153	46%	186	33
128	Other Revenue	138	104	34	104	132%	138	34
422	Total Operating Revenue	661	603	58	1,393	47%	1,460	67
Operating Expenditure								
6,194	Personnel Costs	7,125	7,105	(19)	24,396	29%	24,417	(21)
2,785	Operating & Maintenance Costs	1,811	1,850	39	14,474	13%	14,474	-
478	Professional Costs	526	529	3	3,093	17%	3,126	(34)
1,770	Administration Expenses	4,660	4,684	24	10,897	43%	10,876	21
60	Property Costs	68	68		498	14%	498	-
73	Finance Costs**	(4)	10	13	29	(12%)	73	(44)
1,683	Depreciation & Amortisation Expense**	1,543	1,589	46	4,765	32%	4,765	-
(6,611)	Gains & Losses	13,443	-	(13,443)			10,310	(10,310)
6,432	Total Operating Expenditure	29,172	15,835	(13,337)	58,152	50%	68,541	(10,388)
(6,011)	Operating Surplus/(Deficit)*	(28,510)	(15,232)	(13,279)	(56,759)	50%	(67,081)	(10,322)
Capital Revenue								
	Capital Revenue**	-	-	-	-		-	-
	Total Capital Revenue	-	-	-	-		-	-
(6,011)	Total Surplus/(Deficit)	(28,510)	(15,232)	(13,279)	(56,759)	50%	(67,081)	(10,322)

* Operating surplus/(deficit) excludes overhead allocation. Refer to Overheads activity statement for overhead results and variance explanations

** Rates Revenue, Interest Revenue, Finance Costs, Depreciation & Amortisation Expenses, Development Contribution, Capital Revenue and Vested Assets variances are explained in the Council activity statements

Material variances as explained below:

Gains & Losses: (\$13,443k) unfavourable.

Financial Instrument revaluations (\$13.4m) - interest rate fluctuations are driving changes to the value of Council's fixed rate borrowing instruments.

The comments below explain the material variance between Annual Budget and Forecast.

Gains & Losses: (\$10,310k) unfavourable.

Financial Instrument revaluations are currently predicting a loss of (\$13.4m) as interest rate fluctuations are driving changes to the value of Council's fixed rate borrowing instruments. However, gains of \$3.1m are projected for the remainder of the financial year with the 30 June 2025 forecast mark-to-market value of Council's Interest Rate Swaps being a loss of (\$10.3m).

Attachment 2

SUPPORT SERVICES - INFRASTRUCTURE & ASSETS

Design & Deliver | Plan, Strategy & Programming | Facilities & Support | Fleet Management

FOR THE PERIOD ENDED 31 OCTOBER 2024

\$000		\$000		\$000		\$000		\$000		\$000	
Last Year YTD		YTD Actual	YTD Budget	Variance Fav/(Unfav)	Annual Approved Budget	% Annual Budget Spent		Forecast	Annual Variance Fav/(Unfav)		
Operating Revenue											
(9)	Rates**	(215)	(216)	1	(230)	94%		(230)	-		
572	Fees & Charges	372	322	50	987	38%		987	-		
	Subsidies & Grants	247	209	38	628	39%		628	-		
40	Interest Revenue**	47	34	13	102	46%		124	22		
	Other Revenue	5	-	5	-			-	-		
603 Total Operating Revenue		456	350	107	1,488	31%		1,510	22		
Operating Expenditure											
1,591	Personnel Costs	2,621	2,185	(435)	8,554	31%		8,554	-		
491	Operating & Maintenance Costs	436	536	100	2,270	19%		2,270	-		
261	Professional Costs	349	440	91	2,030	17%		2,030	-		
722	Administration Expenses	848	915	67	2,663	32%		2,663	-		
202	Property Costs	210	213	3	604	35%		604	-		
106	Finance Costs**	174	156	(18)	467	37%		497	(30)		
1,017	Depreciation & Amortisation Expense**	1,006	1,024	18	3,071	33%		3,071	-		
135	Gains & Losses	153	-	(153)				153	(153)		
4,524 Total Operating Expenditure		5,797	5,469	(328)	19,659	29%		19,841	(182)		
(3,921) Operating Surplus/(Deficit)*		(5,341)	(5,120)	(221)	(18,172)	29%		(18,332)	(160)		
Capital Revenue											
	Capital Revenue**	-	-	-	-			-	-		
Total Capital Revenue		-	-	-	-			-	-		
(3,921) Total Surplus/(Deficit)		(5,341)	(5,120)	(221)	(18,172)	29%		(18,332)	(160)		

* Operating surplus/(deficit) excludes overhead allocation. Refer to Overheads activity statement for overhead results and variance explanations

** Rates Revenue, Interest Revenue, Finance Costs, Depreciation & Amortisation Expenses, Development Contribution, Capital Revenue and Vested Assets variances are explained in the Council activity statements

Material variances as explained below:**Personnel Costs: (\$435k) unfavourable.**

The unfavourable variance is due to delays in the capital program, particularly the Transport activity, as Council understood the reductions in the NZ Transport Agency Waka Kotahi (NZTA) subsidy. There is now greater clarity on the capital program moving forward, resulting in the amount of chargeable time increasing over the remainder of the financial year.

The comments below explain the material variance between Annual Budget and Forecast.

No significant variances to report.

FOR THE PERIOD ENDED 31 OCTOBER 2024

\$000		\$000	\$000	\$000	\$000	\$000	\$000	\$000
Last Year YTD		YTD Actual	YTD Budget	Variance Fav/(Unfav)	Annual Approved Budget	% Annual Budget Spent	Forecast	Annual Variance Fav/(Unfav)
Operating Revenue								
16,717	Rates**	19,920	19,820	100	59,307	34%	59,307	-
1,424	Fees & Charges	1,511	1,642	(131)	5,515	27%	5,515	-
4,117	Subsidies & Grants	3,130	3,289	(159)	9,169	34%	9,169	-
3,198	Interest Revenue**	2,540	1,830	710	5,489	46%	6,671	1,182
3,617	Other Revenue	1,824	1,378	446	4,011	45%	4,011	-
29,074	Total Operating Revenue	28,926	27,960	966	83,491	35%	84,673	1,182
Operating Expenditure								
2,043	Personnel Costs	1,869	2,563	693	8,136	23%	8,136	-
8,343	Operating & Maintenance Costs	6,649	6,821	171	27,571	24%	27,571	-
257	Professional Costs	102	535	433	2,061	5%	2,061	-
299	Administration Expenses	334	419	84	1,249	27%	1,249	-
1,071	Property Costs	1,106	1,181	75	3,152	35%	3,152	-
8,959	Finance Costs**	10,755	9,767	(988)	29,294	37%	30,884	(1,590)
12,164	Depreciation & Amortisation Expense**	12,442	13,107	665	39,314	32%	39,381	(67)
	Gains & Losses	-	-	-	-	-	-	-
33,137	Total Operating Expenditure	33,258	34,392	1,134	110,776	30%	112,433	(1,657)
(4,063)	Operating Surplus/(Deficit)*	(4,332)	(6,432)	2,100	(27,285)	16%	(27,760)	(476)
Capital Revenue								
4,472	Development Contributions**	2,051	1,955	95	5,865	35%	5,865	-
14,776	Capital Revenue**	21,278	15,776	5,502	47,319	45%	36,469	(10,850)
10,896	Vested Assets**	(1,565)	8,803	(10,367)	26,403	(6%)	26,403	-
30,144	Total Capital Revenue	21,764	26,534	(4,771)	79,587	27%	68,737	(10,850)
26,081	Total Surplus/(Deficit)	17,432	20,102	(2,670)	52,303	33%	40,977	(11,325)

* Operating surplus/(deficit) excludes overhead allocation. Refer to Overheads activity statement for overhead results and variance explanations

Material variances as explained below:

Fees & Charges: (\$131k) unfavourable.

Decrease in revenue due to the introduction of new parking kiosks and the accompanying educational approach.

Subsidies & Grants: (\$159k) unfavourable.

There has been a decrease in the subsidy amount claimed from NZ Transport Agency Waka Kotahi (NZTA)) due to the delayed programme of work.

Other Revenue: \$446k favourable.

Driven by the favourable non-cash fair value adjustment. The final HIF drawdown was expected to have occurred before 30 June 2024 however timing saw Council receive the final drawdown in August.

Personnel Costs: \$693k favourable.

The favourable variance is due a reduction in time charged to transport projects due to delays as Council understood the reductions in the NZ Transport Agency Waka Kotahi (NZTA) subsidy. There is now greater clarity on the program moving forward, resulting in the amount of chargeable time increasing over the remainder of the financial year. This offsets the unfavourability in the Support Services personnel costs space.

Operating & Maintenance Costs: \$171k favourable.

Favourability is impacted by a conservative approach with only essential tasks being performed while awaiting confirmation of the funding from NZTA.

Professional Costs: \$433k favourable.

Favourability is due to a cautious approach to engaging consultants while awaiting confirmation around the NZTA funding.

The comments below explain the material variance between Annual Budget and Forecast.

No significant variances to report.

Attachment 2

WASTEWATER

Wastewater Reticulation | Wastewater Treatment & Disposal

FOR THE PERIOD ENDED 31 OCTOBER 2024

\$000		\$000	\$000	\$000	\$000	\$000	\$000	\$000
Last Year YTD		YTD Actual	YTD Budget	Variance Fav/(Unfav)	Annual Approved Budget	% Annual Budget Spent	Forecast	Annual Variance Fav/(Unfav)
Operating Revenue								
10,557	Rates**	9,019	9,017	2	38,971	23%	38,971	-
2,204	Fees & Charges	2,122	2,221	(99)	9,084	23%	9,084	-
	Subsidies & Grants	19	-	19	-		-	-
965	Interest Revenue**	916	660	256	1,979	46%	2,405	426
2,317	Other Revenue	122	-	122	-		-	-
16,043	Total Operating Revenue	12,198	11,897	301	50,034	24%	50,460	426
Operating Expenditure								
2,123	Personnel Costs	2,510	2,588	78	8,445	30%	8,491	(46)
3,636	Operating & Maintenance Costs	3,410	3,463	53	12,412	27%	12,412	-
79	Professional Costs	50	108	59	1,227	4%	1,227	-
49	Administration Expenses	61	37	(23)	279	22%	284	(5)
1,271	Property Costs	1,343	1,268	(76)	3,334	40%	3,414	(80)
3,095	Finance Costs**	3,763	3,407	(356)	10,218	37%	10,791	(573)
4,640	Depreciation & Amortisation Expense**	3,684	5,273	1,589	15,815	23%	15,839	(24)
214	Gains & Losses	301	-	(301)	-		301	(301)
15,107	Total Operating Expenditure	15,121	16,144	1,023	51,730	29%	52,759	(1,029)
937	Operating Surplus/(Deficit)*	(2,923)	(4,246)	1,324	(1,696)	172%	(2,299)	(603)
Capital Revenue								
4,347	Development Contributions**	3,208	2,843	366	8,526	38%	8,526	-
1,629	Capital Revenue**	936	424	512	1,270	74%	1,270	-
475	Vested Assets**	1,197	1,154	43	3,461	35%	3,461	-
6,452	Total Capital Revenue	5,341	4,420	921	13,257	40%	13,257	
7,389	Total Surplus/(Deficit)	2,418	174	2,245	11,561	21%	10,958	(603)

* Operating surplus/(deficit) excludes overhead allocation. Refer to Overheads activity statement for overhead results and variance explanations

** Rates Revenue, Interest Revenue, Finance Costs, Depreciation & Amortisation Expenses, Development Contribution, Capital Revenue and Vested Assets variances are explained in the Council activity statements

Material variances as explained below:

Other Revenue: \$122k favourable.

Driven by the favourable non-cash fair value adjustment. The final HIF drawdown was expected to have occurred before 30 June 2024, however timing saw Council receive the final drawdown in August 2024.

Gains & Losses: (\$301k) unfavourable.

Unbudgeted losses as a result of various renewals and upgrades of wastewater assets through the capital works programme, as well as developer lead upgrades.

The comments below explain the material variance between Annual Budget and Forecast.

Gains & Losses: (\$301k) unfavourable.

Refer to comment above.

FOR THE PERIOD ENDED 31 OCTOBER 2024

\$000		\$000	\$000	\$000	\$000	\$000	\$000	\$000
Last Year YTD		YTD Actual	YTD Budget	Variance Fav/(Unfav)	Annual Approved Budget	% Annual Budget Spent	Forecast	Annual Variance Fav/(Unfav)
Operating Revenue								
7,327	Rates**	7,840	7,985	(146)	29,213	27%	29,213	-
(194)	Fees & Charges	(97)	(102)	4	(430)	23%	(430)	-
2	Subsidies & Grants	13	-	13				-
634	Interest Revenue**	538	388	150	1,163	46%	1,413	250
142	Other Revenue	14	-	14				-
7,911	Total Operating Revenue	8,308	8,271	37	29,946	28%	30,196	250
Operating Expenditure								
1,380	Personnel Costs	1,426	1,451	25	4,566	31%	4,612	(46)
975	Operating & Maintenance Costs	1,365	1,333	(32)	5,683	24%	5,683	-
64	Professional Costs	9	93	84	620	1%	620	-
14	Administration Expenses	14	16	2	48	28%	46	2
1,135	Property Costs	1,153	1,147	(6)	3,076	37%	3,076	-
1,702	Finance Costs**	2,026	1,817	(209)	5,451	37%	5,787	(337)
3,207	Depreciation & Amortisation Expense**	4,261	3,567	(693)	10,700	40%	10,609	91
97	Gains & Losses	181	-	(181)			181	(181)
8,572	Total Operating Expenditure	10,434	9,424	(1,010)	30,144	35%	30,614	(470)
(661)	Operating Surplus/(Deficit)*	(2,126)	(1,153)	(973)	(198)	1076%	(417)	(220)
Capital Revenue								
2,961	Development Contributions**	1,739	1,376	363	4,128	42%	4,128	-
1,747	Capital Revenue**	1,067	3,576	(2,509)	10,727	10%	10,727	-
85	Vested Assets**	369	624	(254)	1,870	20%	1,870	-
4,793	Total Capital Revenue	3,176	5,576	(2,400)	16,725	19%	16,725	-
4,131	Total Surplus/(Deficit)	1,050	4,423	(3,374)	16,528	6%	16,308	(220)

* Operating surplus/(deficit) excludes overhead allocation. Refer to Overheads activity statement for overhead results and variance explanations

** Rates Revenue, Interest Revenue, Finance Costs, Depreciation & Amortisation Expenses, Development Contribution, Capital Revenue and Vested Assets variances are explained in the Council activity statements

Material variances as explained below:

Gains & Losses: (\$181k) unfavourable.

Unbudgeted losses as a result of various renewals and upgrades of water assets through the capital works programme, as well as developer lead upgrades.

The comments below explain the material variance between Annual Budget and Forecast.

Gains & Losses: (\$181k) unfavourable.

Refer to comment above.

TREASURY REPORT
Year to date 31 October 2024

Attachment 3

Investment and Cash Position

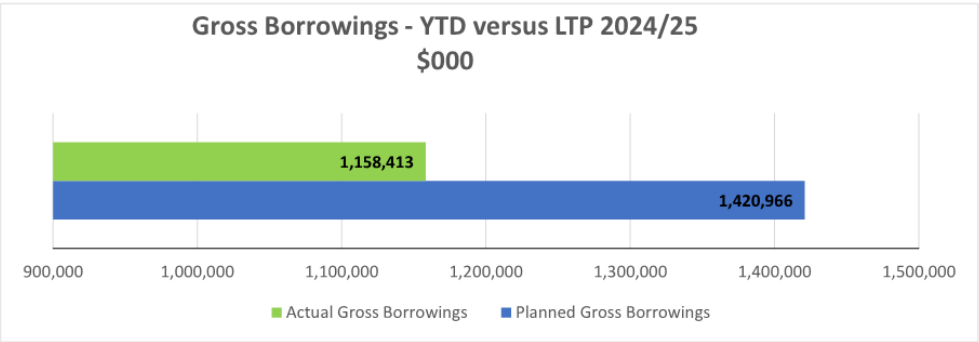
Treasury cash investments consist of:

Cash Investments	Actual \$000 Oct-24	Budget \$000 Oct-24	Variance \$000 Fav/ (Unfav)
Cash on call	54,600	not apportioned	not apportioned
Term deposit	156,882	not apportioned	not apportioned
Closing bank balances	1,629	not apportioned	not apportioned
LGFA borrower notes	26,626	not apportioned	not apportioned
Total cash investments	239,736	184,949	54,787

The Council's investments are managed on a regular basis, with sufficient minimum immediate cash reserves maintained. To best manage funding gaps, Council's financial investment maturities are matched with Council's forecast cash flow requirements.

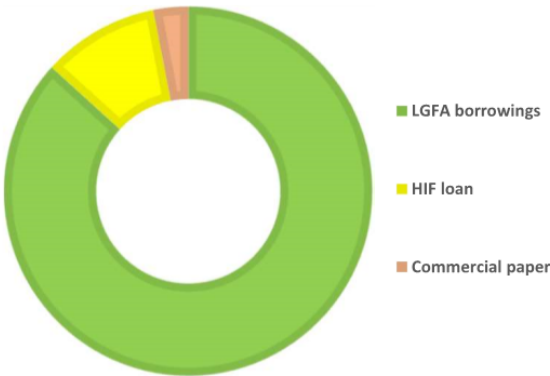
Borrowing Position

Council borrowings is the external portion of debt held with the Local Government Funding Agency (LGFA), Ministry of Business, Innovation and Employment and finance lease liabilities.



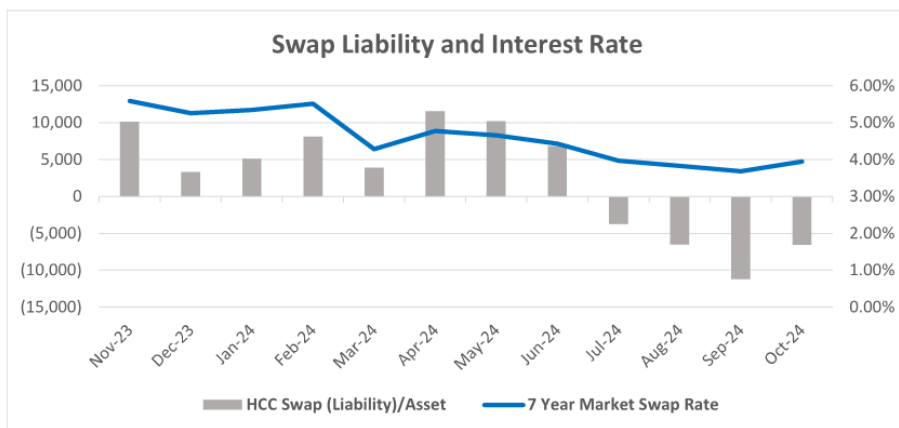
Gross external debt is favourable to budgeted debt at 31 October 2024. The favourable balance is within 81.5% of planned gross borrowings for the period.

The LGFA remains Council's most favoured and low cost source of funding.



Interest Rates

Council manages interest rate risk to reduce uncertainty relating to interest rate fluctuations through fixing of interest costs. The exposure to interest rate risk is managed and mitigated through the risk control limits as set out in the Investment and Liability Management Policy.



There is an inverse relationship between Council's swap liability and the market swap interest rate. As the market swap interest rate increases Council's swap liability decreases and a gain is then recognised on the interest rate swap. Conversely, a decrease in the market swap interest rate results in an increase in Council's swap liability and a loss is then recognised on the interest rate swap.

Council Report

Committee: Finance and Monitoring Committee
Date: 05 December 2024
Author: Igor Magud
Authoriser: Gary Connolly
Position: Procurement Manager
Position: Chief Financial Officer
Report Name: Professional Services Panel

Report Status	<i>Open</i>
----------------------	-------------

Purpose - *Take*

1. To inform the Finance and Monitoring Committee of the proposal to join the Co-Lab Professional Services Panel framework.

Staff Recommendation - *Tuutohu-aa-kaimahi*

2. That the Finance and Monitoring Committee receives the report.

Executive Summary - *Whakaraapopototanga matua*

3. Hamilton City Council has a current agreement with Co-Lab for use of the existing Professional Services Panel, a panel of consultant services which is used extensively by participating Waikato Councils.
4. The existing contract commenced in August 2019 and will expire 30 November 2024.
5. The current panel had 190+ consultants, this will now be reduced to approximately 60 consultants.
6. Hamilton City Council's average annual spend from the panel is circa \$25m, the combined spend through the current panel across the four participating Councils (Hamilton City, Waipā District, Waikato District, and Waikato Regional) is approximately \$48m annually.
7. Staff consider the decision in this report has low significance and that the recommendations comply with the Council's legal requirements.
8. Further material information will be disclosed in the public excluded environment to protect the commercial position of a third party.

Background - *Koorero whaimaarama*

9. A project working group was created in 2023 with procurement representatives from Hamilton City Council, Waipā District Council, Waikato District Council, and Waikato Regional Council representing Co-Lab, for the renewal of the Professional Services Panel (PSP).
10. The brief for the re-imagined panel was to seek a streamlined panel, improvement opportunities, and enhance performance and value management from consultants.

11. A significant feedback point from industry on the lapsing panel was utilisation - many consultants had not been used from the panel despite being successful in being awarded a position; this was due to panel size. The project working group considered a streamlined new panel which met the respective Councils' requirements whilst delivering value and keeping a realistic panel limit.
12. A competitive tender for renewal of Professional Services was subsequently conducted by the working group on behalf of Co-Lab in early 2024.
13. The following are the revised and streamlined Activity areas:
 - i. **Planning** (Environmental, Strategy, Resource Management Act, Policy and Consents, Technical Advice)
 - ii. **Community Facilities** (Assets, Planning and Strategy, Structure and Survey, Design, Project/Contract Engineer and administration, Acquisition and Disposal)
 - iii. **Transport** (Assets, Planning and Strategy, Structure and Survey, Design, Project/Contract Engineer and administration, Acquisition and Disposal, Public Transport)
 - iv. **Council Property** (Assets, Planning and Strategy, Structure and Survey, Design, Project/Contract Engineer and administration, Acquisition and Disposal)
 - v. **Waters** (Assets, Planning and Strategy, Structure and Survey, Design, Project/Contract Engineer and administration, Acquisition and Disposal, Hazard Management)
14. Other key differences from the existing panel arrangement-
 - i. **Tier Structure** - the new panel now has three "Tiers".
 - ii. **Tier One** - Intended for larger consultancies which can serve a minimum of three of the activity areas. This tier has 10 companies maximum.
 - iii. **Tier Two** - for smaller consultancies, or those which did not meet the requirements of Tier One, did not make the Top 10.
 - iv. **Tier Two D** - intended for Maaori owned business consultancy - no more than 5 companies maximum in this Tier, as a Broader Outcomes objective.
 - v. **Rebate Structure** - A volume-based rebate structure paid back to Councils pro-rata. The rebate/s will be calculated based on the consultant's revenue report each financial year and will be invoiced by Co-Lab.
 - vi. **Rates & Roles to confirm to a band of rates by types of resource** - consideration of current PSP rates and roles alongside All of Government AOG Consultancy Panel rates and roles were factored into a fair band of allowable fees for consultancies. Note these rate bands are a maximum and consultants are free to strategically price work.
 - vii. **Annual Rate adjustments to be capped to CPI.**
 - viii. **Relationship Management** - there is a commitment from Co-Lab for a higher level of relationship and performance management as part of the benefits of the Tier One group.
15. A final list of 10 Tier One, 44 Tier 2, and 2 Tier 2 D panel members was recommended to Co-Lab for approval and is attached in **Attachment 1**. .
16. The contract term is three years with one right of renewal of two years.
17. These services are budgeted for within operational budgets across the organisation.

Discussion - *Matapaki*

18. There is no contracted spend with any individual consultant - the recommendation is for Council to join the agreement with Co-Lab to enable Council staff to use the panel.

19. Individual engagements with consultants will continue to be transacted via an Instruction for Service, approved by the relevant delegated authority, routed, and recorded via the central procurement team.
20. The panel has previously been endorsed for use by New Zealand Transport Agency (NZTA) Waka Kotahi for their funded work, Council is bound by the NZTA Procurement Rules which requires a secondary procurement process from within the panel. NZTA has advised they seek individual Council's procurement staff to oversee and approve funded work engagements to ensure value for money for this new panel.
21. Staff can also use consultants from outside the panel for niche requirements - our normal procurement rules will apply in these cases.
22. Generally, the panel provides specialist services that Council does not have in-house.
23. If the recommendation is not approved, staff would be required to conduct individual evaluations per engagement as per Council's Procurement Policy. General undiscounted market rates would apply.
24. The recommendation supports the Council's Procurement Policy.

Options

25. Staff have assessed that there are two reasonable and viable options for the Committee to consider. This assessment reflects the low level of significance (see paragraph 53). The options are set out in Table 1.

Table 1. Options

Option	Advantages	Disadvantages
Option 1: Do nothing	None	<ul style="list-style-type: none"> Current panel expires. The engagement of consultants will be subject to full procurement process. Market rates would apply
Option 2: Proceed with participating in the Co-Lab Professional Services Agreement	<ul style="list-style-type: none"> Ease of consultant engagement Consistent contract terms and conditions Confirmed competitive rates and agreed approach to future adjustments Improved performance management process Long-term engagement opportunities 	<ul style="list-style-type: none"> Annual Council commitment to performance reporting between parties

26. Staff recommend **Option 2** because it supports an efficient and effective consultant engagement approach and will deliver best value for money.

Financial Considerations - *Whaiwhakaaro Puutea*

27. The introduction of a volume-based rebate structure will ensure that where consultants benefit from high cumulative council spend with reduced red-tape, there is a 'give-back' mechanism in place. The rebate/s will be calculated based on the consultant's revenue report each financial year and will be invoiced by Co-Lab.
28. This is regular operating activity funded through the Long-Term Plan.

Legal and Policy Considerations - *Whaiwhakaaro-aa-ture*

29. Staff confirm that the staff recommendation complies with both Council's legal and policy requirements, and Co-Lab's legal and policy requirements.

Climate Change Impact Statement

30. Staff have assessed this option against the Climate Change Policy for both emissions and climate change adaptation. Staff have determined no adaptation or emissions assessment is required.

Wellbeing Considerations - *Whaiwhakaaro-aa-oranga tonutanga*

31. The purpose of Local Government changed on the 14 May 2019 to include promotion of the social, economic, environmental, and cultural wellbeing of communities in the present and for the future ('the 4 well-beings').
32. The subject matter of this report has been evaluated in terms of the 4 well-beings during the process of developing this report as outlined below.
33. The recommendations set out in this report are consistent with that purpose.

Social

34. Tier One and Two bidders were asked to demonstrate how their projects had contributed to the 4 well-beings and were scored on their examples of social impact, local initiatives, support programmes for staff, and any charitable work for their communities.

Economic

35. Local Impact was considered for both Tier One and Two evaluation criteria with a component of scoring based on ability to service locally.

Environmental

36. Tier One bidders were required specifically to demonstrate their sustainability programmes and policies.
37. For Tier Two bidders were asked to demonstrate how their projects had contributed to the 4 well-beings including environmental programmes and sustainability endeavours.

Cultural

38. Tier One and Two bidders were asked to demonstrate how their projects had contributed to the 4 well-beings including cultural.
39. For Tier Two D bidders were asked specifically to demonstrate their commitment to diversity.

Risks - *Tuuraru*

40. There are no known risks associated with the decisions required for this matter.

Significance & Engagement Policy - *Kaupapa here whakahira/anganui*

41. Staff have considered the key considerations under the Significance and Engagement Policy and have assessed that the matter(s) in this report has/have a low level of significance.
42. Given the low level of significance determined, the engagement level is low. No engagement is required.

Attachments - *Ngaa taapirihanga*

Attachment 1 - Co-Lab Professional Services Panel Table

Attachment 2 - Co-Lab Consultancy Agreement

		Planning and Regulatory					Community Facilities				Council Property			Transport				Waters						
		Environmental	Policy and Consents	Resource Management Act	Strategy	Technical Advice	Asset Management, Planning and Strategy	Environmental	Project Management, Contract Engineering and Administration	Structure and Survey	Asset Management, Planning and Strategy	Project Management, Contract Engineering and Administration	Structure and Survey	Asset Management, Planning and Strategy	Design	Project Management, Contract Engineering and Administration	Structure and Survey	Public Transport	Asset Management, Planning and Strategy	Design	Project Management, Contract Engineering and Administration	Structure and Survey	Hazard Management	
Tier ONE	Jacobs New Zealand Ltd	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
	WSP New Zealand Ltd	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
	Aecom New Zealand Ltd	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
	Beca Ltd	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
	Mott MacDonald	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
	Stantec New Zealand	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
	Tonkin & Taylor	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Tier TWO	GHD Ltd	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
	BTW Company Ltd	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
	CKL NZ Ltd	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
	BBO	Yes	Yes	Yes	Yes	Yes								Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
	Traverse Environmental Ltd	Yes	Yes	Yes	Yes	Yes																		
	Wattt Resource Management Planning Ltd	Yes	Yes	Yes	Yes	Yes													Yes	Yes	Yes	Yes	Yes	
	Morphum Environmental Ltd	Yes	Yes	Yes	Yes	Yes														Yes	Yes	Yes	Yes	
	Te Miro Water	Yes	Yes	Yes	Yes	Yes																		
	Cleary & Associates Ltd	No	Yes	Yes	Yes	Yes														Yes	Yes	Yes	Yes	
	Potentialis Ltd	Yes	Yes	Yes	Yes	Yes					Yes	No	No											
	Gray Matter Ltd	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes				Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	
	Babbage	Yes	Yes	Yes	Yes	Yes														Yes	Yes	Yes	Yes	
	Sian Keith Archaeology Ltd	Yes	No	No	No	No																		
	Veros	No	Yes	Yes	Yes	Yes									Yes	No	Yes	No	No					
	Mitchell Daysh Ltd	Yes	Yes	Yes	Yes	Yes																		
	Maven Associates Ltd	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
	CoLab Planning Ltd	No	Yes	Yes	No	Yes																		
	Wainui Environmental Ltd	Yes	Yes	Yes	No	Yes																		
	Harrison Grierson Ltd	Yes	Yes	Yes	Yes	Yes														Yes	Yes	Yes	Yes	Yes
	Pragmatix Ltd							No	No	Yes	No													
	The Building Intelligence Group							Yes	Yes	Yes	No	Yes	Yes	No										
	Rubix Ltd							No	No	Yes	No	No	Yes	No										
	R&H Contracting Solutions							No	No	Yes	No	No	Yes	No	No	No	No	No	No	No	Yes	No	No	No
	EnviroPlanning							Yes	No	No					No	No	No	No	No	Yes	No	No	No	No
	Jewkes Boyd Cost Management							No	No	No	Yes	No	No	Yes										
	Morris & Shailer Ltd							Yes	No	Yes	No				Yes	No	Yes	No	No	Yes	No	Yes	No	No
	Arnold & Johnstone 2015 Ltd							No	No	No	Yes	No	No	Yes										
	Martin Lynch Consulting Ltd							Yes	Yes	Yes	No	Yes	Yes	No										
	Pattie Delamore Partners Ltd							Yes	Yes	Yes	Yes									Yes	Yes	Yes	Yes	Yes
	FERS Ltd							Yes	No	Yes	Yes	Yes	Yes	Yes										
	Stellar Projects Ltd							Yes	No	Yes	Yes				Yes	No	Yes	No	Yes					
	The Property Group											Yes	Yes	No	Yes	No	Yes	No	Yes					
	TSA Management											No	No	No										
	Cogswell											No	No	Yes						No	No	No	Yes	No
	AB Consulting Engineers Ltd											No	No	Yes	Yes	Yes	Yes	No	Yes					
	Safe System Solutions														Yes	Yes	Yes	No	Yes					
	Clarke of Works Ltd														Yes	Yes	Yes	No	No	Yes	Yes	Yes	No	No
	McCaffrey & Cable Consultants Ltd														Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	No
	Pinnacles Civil Group Ltd														Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	No	Yes
	NDM Civil														Yes	No	Yes	No	No	Yes	No	Yes	No	No
	Invisi Ltd														Yes	Yes	Yes	Yes	Yes					
	AMBI																			Yes	No	Yes	No	No
	Catchment Engineering Solutions Ltd																			Yes	Yes	Yes	Yes	Yes
	Watershed Engineering Ltd																			Yes	Yes	Yes	Yes	Yes
	Aquaria NZ Ltd																			Yes	No	Yes	No	Yes
	Octa Project Management																			Yes	No	Yes	No	Yes
	HD Geo Ltd																			No	No	No	Yes	Yes
	Neuflow Projects (Tier 2d)							No	No	Yes	No	Yes	Yes	No						Yes	No	Yes	No	No
	Peak Project Management Ltd (Tier 2d)											No	Yes	No						Yes	No	Yes	No	No

PROFESSIONAL SERVICES PANEL AGREEMENT

CONTRACT NUMBER [REDACTED]

**WAIKATO LOCAL AUTHORITY SHARED SERVICES
LIMITED**

and

[INSERT NAME OF CONSULTANT]

Attachment 2

1. **WAIKATO LOCAL AUTHORITY SHARED SERVICES LIMITED (Co-Lab)**
2. **[insert name] (Consultant)**

- A.** Co-Lab has appointed the Consultant to be part of a panel of suppliers for the provision of professional consultancy services. Consultants may be engaged by Co-Lab or a Panel Council to provide the Scope of Services as generally described in Appendix 2.
- B.** The Consultant is a **Tier One/Tier Two** Consultant.
- C.** The Parties agree to the terms of this Panel Agreement.

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TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions: In this agreement, unless the context otherwise requires:

"Business Days" means a day on which registered banks are open for business in Hamilton, excluding Saturdays, Sundays and statutory public holidays. A business day shall be deemed to commence at 9:00am and to terminate at 5:00pm New Zealand time (standard time or summertime, as appropriate).

"Client" has the meaning set out in clause 4.1.

"Consultant" means the party named as Consultant in this Panel Agreement.

"Contract Conditions" means the General Conditions of Contract for Consultancy Services, 4th Edition 2017 (CCCS) as amended in Appendix 5.

"Commencement Date" means 1 December 2024.

"End Date" means 3 years from the Commencement Date as may be extended in accordance with clause 5.2.

"Final End Date" means 5 years from the Commencement Date.

"Instruction for Services" means an instruction issued by Co-Lab or a Panel Council for the provision of Services in the form as set out in Appendix 4.

"Panel" means the panel of consultants that has been established by Co-Lab to provide the Scope of Services to Co-Lab and the Panel Councils.

"Panel Agreement" means this Professional Services Panel Agreement, including any schedules and appendices hereto.

"Panel Council" means:

- (a) Hamilton City Council;
- (b) Waikato District Council;
- (c) Waikato Regional Council;
- (d) Waipa District Council; and
- (e) Any Potential Panel Council which has become a Panel Council since the Commencement Date.

"Panel Representatives" means the individuals identified as representatives of Co-Lab and the Consultant respectively for the purpose of this Panel Agreement as set out in clause 11.

"Party" means Co-Lab and the Consultant as the context requires.

"Potential Panel Council" means any local government body which is a shareholder of Co-Lab that is not a Panel Council on the Commencement Date.

"Revenue" means the payments made to the Consultant by the Client under a Services Contract excluding GST but inclusive of all fees, expenses and disbursements.

"Revenue Report" has the meaning given in clause 6.1.

"Services" means the Services that will be provided by the Consultant under a Services Contract.

"Services Contract" means a contract between the Client and the Consultant for the Services comprising the Instruction for Services and the Contract Conditions.

"Scope of Services" means the scope of services covered by this Panel Agreement as generally described in Appendix 2.

"Start Date" means the date that this Panel Agreement is signed by both parties.

"Tier One Consultant" means a Consultant identified as a Tier One Consultant in the Background.

"Tier Two Consultant" means a Consultant identified as a Tier Two Consultant in the Background and can be either a Tier Two or Tier 2D Consultant.

1.2 Interpretation: In this Panel Agreement, unless the context indicates otherwise:

- (a) **Defined Expressions:** expressions defined in the main body of this agreement have the defined meaning throughout this agreement, including the background;
- (b) **Headings:** section, clause and other headings are for ease of reference only and will not affect this agreement's interpretation;
- (c) **Parties:** references to any **party** include that party's executors, administrators, successors and permitted assigns;
- (d) **Persons:** references to a **person** include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;
- (e) **Plural and Singular:** references to the singular include the plural and vice versa;
- (f) **Clauses/Appendices/Attachments:** references to clauses, appendices and attachments are to clauses in, and the appendices and attachments to, this agreement. Each such appendix and attachment forms part of this Panel Agreement;
- (g) **Statutory Provisions:** references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it;
- (h) **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (i) **Inclusive Expressions:** the term **includes** or **including** (or any similar expression) is deemed to be followed by the words **without limitation**; and
- (j) **Documents:** references to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form.

2. GENERAL

-
- 2.1** Co-Lab and the Consultant shall act as stated in this Panel Agreement and in a spirit of mutual trust and co-operation.
- 2.2** Co-Lab does not guarantee or represent that the Consultant will be entitled to be instructed or engaged to provide any minimum volume of services or any particular scope or type of services.
- 2.3** The selection of a consultant from the Panel is at the sole discretion of Co-Lab or the Panel Council and such selection can occur with or without a competitive procurement process.
- 2.4** Co-Lab and the Panel Councils do not guarantee that the Services Contracts will be split evenly between the consultants on the Panel and Co-Lab and the Panel Councils reserve the right to apportion work under the Panel as they see fit.
- 2.5** Co-Lab and the Panel Councils retain the right at their sole discretion to engage consultants outside the Panel to undertake services within the Scope of Services during the term of this Panel Agreement.
- 2.6** The obligations of the Consultant under this Panel Agreement shall be deemed to confer a benefit on the Panel Councils for the purposes of the Contracts and Commercial Law Act 2017 and shall be enforceable by each Panel Council against the Consultant.
- 2.7** The parties acknowledge and agree that:
- (a)** one or more of the Potential Panel Councils may seek to join the Panel during the term of this Panel Agreement;
 - (b)** any Potential Panel Council which delivers a signed letter of accession to this Panel Agreement to the Consultant and Co-Lab will become a Panel Council for the purposes of this Panel Agreement on and from the date specified in the letter of accession (such date not being less than one calendar month from the date of delivery of the letter); and
 - (c)** that Potential Panel Council may enter into Services Contracts with the Consultant from the date of its accession as a Panel Council, in accordance with the terms and conditions of this Panel Agreement.

3. COMMUNICATIONS AND PUBLICITY

-
- 3.1** Each instruction, submission, notification, reply and other communication which this Panel Agreement requires shall be communicated in a form which can be read, copied and recorded.
- 3.2** All notices or other communications under this Panel Agreement which are required to be in writing shall be signed by a person duly authorised by the sender and shall be sent by mail with postage prepaid or by hand delivery or by email to the address for notices set out in clause 11, or such other address as a Party has notified in writing.
- 3.3** A notice or other form of communication shall be deemed to have been served as follows:
- (a)** if given or delivered personally or by courier delivery, at the time when given or delivered; or
 - (b)** if sent by email, on the time and day of sending provided that the sending machine confirms the transmission is successful.
- 3.4** A notice or other form of communication which, but for the provisions of this clause would be deemed to be received after 5.00pm on a Business Day or on a day which is not a Business Day, shall be deemed to be received at 9.00am on the following Business Day.

Panel Agreement

- 3.5** The Consultant must not make any public statements in relation to this Panel Agreement without the prior approval of Co-Lab.

4. SERVICES CONTRACT

- 4.1** Co-Lab or a Panel Council (the **Client**) must issue an Instruction for Services to the Consultant where it requires the Consultant to provide the Services. Such Services shall be provided based on the hourly rates set out in Appendix 1.
- 4.2** Each Instruction for Services, once signed by both parties forms a separate binding contract between the Client and the Consultant, being a Services Contract.
- 4.3** A Services Contract shall comprise the:
- (a)** Instruction for Services; and
 - (b)** Contract Conditions.
- 4.4** Where there is a conflict between the terms of the Instruction for Services and the Contract Conditions, the Contract Conditions shall take precedence unless the Instruction for Services expressly provides to the contrary.
- 4.5** The Consultant shall not commence any Services until an Instruction for Services has been signed by the Consultant and the Client and returned to the Client.
- 4.6** If a Client breaches any Services Contract no other Client shall be liable to the Consultant for that breach.

5. TERM

- 5.1** This Panel Agreement commences on the Start Date and expires on the End Date, unless terminated earlier in accordance with clause 8, or extended in accordance with clause 5.2.
- 5.2** Prior to the expiry of the current End Date, Co-Lab may (in its sole discretion) agree with the Consultant to extend the term of this Panel Agreement to expire on the Final End Date.
- 5.3** Co-Lab or a Panel Council may not issue an Instruction for Services after the expiry or earlier termination of this Panel Agreement.

6. REPORTING AND RELATIONSHIP MANAGEMENT

- 6.1** The Consultant must report to Co-Lab on its Revenue received under all Services Contracts under this Panel Agreement (the **Revenue Report**).
- 6.2** The Revenue Report must be broken down to show Revenue from each of the Panel Councils and Revenue relating to each Services Contract for the relevant period and be in the form outlined in Appendix 3.
- 6.3** The first Revenue Report will be for the period from the Commencement Date to 30 June 2025, with subsequent Revenue Reports being provided annually for the 12-month period ending 30 June of each year. The Consultant must provide Co-Lab with the relevant Revenue Report by 1 August following the relevant reporting period.
- 6.4** The Consultant must provide Co-Lab annually a copy of the certificates of currency for its professional indemnity insurance policy, its public liability insurance policy and any other policies which it is required to hold for any Services Contract.
- 6.5** Co-Lab may monitor and evaluate the overall performance of the Consultant against all Services Contracts entered into with Co-Lab and the Panel Councils.

Panel Agreement

- 6.6** If required by Co-Lab, the Consultant must attend relationship meetings at regular intervals to discuss relationship issues, review outcomes and learnings from the Services, and to discuss any other issues that might be raised by a party.

7. ANNUAL REBATES

- 7.1** Co-Lab will be entitled to a rebate on the total Revenue received by the Consultant under all Services Contracts under this Panel Agreement for the relevant Revenue reporting period, as specified in clause 6.3. This rebate will be calculated as follows:

- (a)** Tier One Consultants: \$10,000 (ten thousand dollars) rebate for the first one million and 3% rebate for all Revenue above \$1,000,000 (one million dollars).
- (b)** Tier Two Consultants: 2% rebate for all Revenue between \$500,000 (five hundred thousand dollars) and \$1,000,000 (one million dollars) and 4% rebate for all Revenue above \$1,000,000 (one million dollars).

- 7.2** Upon receipt of the Revenue Report from the Consultant under clause 6.3, Co-Lab will calculate the rebate for the Consultant and inform it in writing of the amount payable based on the above formula. The Consultant must make payment of the rebate to a bank account nominated by Co-Lab in writing within 20 Business Days of being notified by Co-Lab of the value of the rebate to be paid.

- 7.3** In the event that there is a difference between the total Revenue declared in the Consultant's Revenue Report and the total Revenue calculated by Co-Lab, then the Consultant must, on not less than 5 Business Days' written notice from Co-Lab, give Co-Lab and/or its representatives reasonable access to the Consultant's facilities, premises, systems, records, books and personnel, to enable Co-Lab to audit the Revenue Report calculations.

- 7.4** Co-Lab will bear the cost of such audit unless the audit reveals that the Consultant's Revenue Report was inaccurate, in which case the Consultant will pay or reimburse Co-Lab for all costs and expenses relating to that audit (including accountancy and legal fees).

- 7.5** If the parties are unable to agree on the total Revenue amount, then the matter will be treated as a Dispute pursuant to clause 9 of this Panel Agreement.

8. TERMINATION

- 8.1** Either Party may terminate their obligations under this Panel Agreement at any time by notifying the other Party in writing.

- 8.2** Expiry or termination of this Panel Agreement shall not affect:

- (a)** any existing Services Contract, which shall remain in force until it expires, unless terminated earlier in accordance with its terms; and
- (b)** the Consultant's obligations under clause 6 (Reporting) and clause 7 (Annual Rebates) which shall survive the termination or expiry of this Panel Agreement until all Services Contracts have expired or terminated, and the last rebate owing under clause 7 has been paid.

9. DISPUTE RESOLUTION

- 9.1** Every dispute of difference (**Dispute**) arising under or in connection with this Panel Agreement must be resolved in accordance with the following.

- 9.2** If a Dispute arises under this Panel Agreement, either Party may, at any time, give notice (**Dispute Notice**) to the other Party:

Panel Agreement

- (a) specifying the nature of the Dispute and the position that the Party giving the notice believes to be correct; and
 - (b) requesting that a meeting take place to attempt to resolve the Dispute.
- 9.3 The Parties' Panel Representatives must meet within five (5) Business Days of the date of the Dispute Notice and endeavour to resolve the dispute in good faith.
- 9.4 If the Dispute is not resolved within ten (10) Business Days of a Party's receipt of a Dispute Notice, the dispute may, at the option of either Party, be escalated to senior officers of the Parties, who must meet and endeavour to resolve the dispute in good faith.
- 9.5 Either Party may notify the other Party in writing that it requires the matter in dispute to be referred to mediation.
- 9.6 Where a request for mediation is made and is acceded by the other Party then Co-Lab and the Consultant shall endeavour to agree on a mediator and shall submit the Dispute to him or her. The mediator shall discuss the matter with the Parties and endeavour to resolve it by their agreement. All discussions and documentation prepared in relation to the mediation shall be without prejudice and shall not be referred to in any later proceedings. Co-Lab and the Consultant shall bear their own costs in the mediation and shall each pay half the costs of the mediator.
- 9.7 If:
 - (a) mediation has been requested, but has not been agreed upon within fourteen (14) Business Days of the request; or
 - (b) the Parties have agreed upon mediation but have been unable within fourteen (14) Business Days of such agreement to agree upon a mediator; or
 - (c) no agreement has been reached in mediation,
 then either Co-Lab or the Consultant may by written notice to the other require that the matter in dispute be referred to arbitration.
- 9.8 The dispute shall be referred to a sole arbitrator with the arbitration to be held in Hamilton and conducted in the English language. If the parties cannot agree upon the arbitrator either Party may request the president (or similar office) of the Arbitrators' and Mediators' Institute of New Zealand to appoint an arbitrator.
- 9.9 Where the matter has been referred to mediation the mediator shall not be called by either party as a witness.
- 10. **NO PARTNERSHIP OR JOINT VENTURE**

- 10.1 The intentions expressed and the adoption of the procedures required or promoted under this Panel Agreement do not in any way imply any fiduciary obligations, partnership, or joint venture between the Parties.
- 10.2 The obligations set out in any protocol developed by the Parties are subordinate to the provisions of this Panel Agreement and shall not be construed as overriding, amending, or waiving any rights or obligations.

11. ADDRESS FOR NOTICES

11.1 The addresses for notices and Parties Representatives are as follows:

Co-Lab	Name: Co-Lab Physical address: Postal address: Email: Attention:
Co-Lab's Panel Representative	Name: Telephone: Email: Cell phone:
Consultant	Name: Physical address: Postal address: Email: Attention:
Consultant's Panel Representative	Name: Telephone: Email: Cell phone:

APPENDIX 1 PRICING

Hourly Rates For Services Contracts

Job Title/Description	Applicable hourly rate (\$NZD)

Annual Adjustments to Hourly Rates

Pricing shall be fixed for 24 months from the Commencement Date.

On and following the second anniversary of the Commencement Date, and on each subsequent anniversary date of the Commencement Date, the hourly rates will be adjusted as set out below.

$$NHR = OHR \cdot (1 + (W - W') / W')$$

Where:

NHR = the new hourly rate

OHR = the original hourly rate on the Commencement Date

W = Most recent Labour Cost Index, as defined below

W' = Labour Cost Index on the Commencement Date

The index weighting to be applied shall be that of Labour Cost Index (Salary and Ordinary Time Wages Rates) Table

Table: 4.1 Salary and wage rates by industry, all sectors combined

Industry Group: MN1 Professional, scientific and technical services

If that index is not available or if the basis of that index is materially changed, the adjustment shall thereafter be calculated using such other index, or in such other manner that the Client considers will fairly reflect the changes as previously measured by that index.

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Lump Sum Work Areas

Should Services under a Services Contract be carried out as a lump sum by the Consultant under a Services Contract the following methodology shall apply.

Where professional bodies have set guidelines for setting fees in a particular discipline, these will be used as the basis for determining lump sum fees for Services.

For infrastructure work, the ACENZ/IPENZ Fee Guidelines for Consulting Engineering Services published January 2004 – 1st Edition will be used as the basis for calculating lump sum fees. The type and class of project will be identified from Table 1 Utilities & Roading and Table 2 for Construction Monitoring Services.

The lump sum fee will have to take account of the scope and complexity of the works, what services are to be provided by the Consultant, e.g. cost estimates, preparation of schedules, roles within construction contracts and the like.

Lump sum fee arrangements may also involve secondments on day rate charges for defined or significant work packages.

Unless otherwise agreed the following disbursements will be included in the lump sum fee:

- Mileage at IRD rates (Mileage is only available for consultants based in the Waikato region);
- Consent Application fixed fees, such as deposits (variable fees incurred within the consenting process shall be treated as a separately chargeable disbursement at the time they are incurred and at net cost); and
- External specialist design consultants (i.e. Surveyor, Geotechnical Investigation & Testing, etc).

APPENDIX 2: SCOPE OF SERVICES

[This Appendix will include the approved Activity/Activities and Tier]

Panel Agreement

APPENDIX 3: FORM OF REVENUE REPORT


Name of Consultant: _____

Reporting Period: To: 30 June 202x Due to Co-Lab: 01 August 202x

Panel Council	Council Contract ID	Description of Services Contract (IFS)	Activity of IFS	IFS Contract total value*	Annual Revenue Received** (per IFS for payments received prior to the date above)
Choose an item.			Choose an item.		
Choose an item.			Choose an item.		
Choose an item.			Choose an item.		
Choose an item.			Choose an item.		
Choose an item.			Choose an item.		
Choose an item.			Choose an item.		
Choose an item.			Choose an item.		

* Exclusive of GST
** Refer to clause 6.1 of the Panel Agreement for the Revenue definition.

APPENDIX 4: FORM OF INSTRUCTION FOR SERVICES

INSTRUCTION FOR SERVICES	
	
<p>Once completed, and signed by both Parties, this Instruction for Services forms a separate agreement called a Services Contract pursuant to clause 4 of the Co-Lab Professional Services Panel Agreement dated 1 December 2024. The Services Contract incorporates:</p>	
<p>a) the Instruction for Services; and</p>	
<p>b) Appendix 5 to the Panel Agreement (CCCS 4th Edition, as amended by that appendix)</p>	

1. PARTIES

Client	Choose an item.
Consultant	

2. KEY PARTICULARS

Purchase Order and/or Contract Reference number:	
IFS Description/Name:	<i>Enter description of the project that is uniquely identifiable. (& matches to your contract management system description)</i>
PSP Activity	<i>Choose an item.</i>
PSP Activity Sub-category	<i>Optional</i>
Engagement Start Date:	<i>Click or tap to enter a date.</i>
Engagement Completion Date:	<i>Click or tap to enter a date.</i>
Council Business Group and Unit:	<i>I.e.. Service Delivery, Strategic Property</i>
Key Deliverable:	<i>I.e.. a PDF report, data transfer, meeting attendance</i>
Relationship Frequency:	<i>Choose an item.</i>

3. DESCRIPTION OF SERVICES

a) Project context and outcomes

Describe the background to the services. What are the overarching goals, objectives, and outcomes you want to achieve.

b) Services to be provided

Detail the services to be priced and provided by the consultant. If the consultant has provided a proposal detailing the services, include the date of their proposal, the reference number and provide a summary of the services on this IFS.

c) Deliverables

What are the key deliverables/staged deliverables or outputs? Expand on what was entered into the key particulars What are the specific tasks that the Consultant must complete? e.g.

Panel Agreement

Example deliverables:

- A set of drawings as concept
- A draft design report followed by final report after client acceptance
- A schedule of costs
- Community consultation
- Attendance at Council meetings
- A data transfer file that meets Panel member Councils cyber security policies and requirements

d) Programme

Insert the programme for completion of the services include any stages/staged deliverables. Write "N/A" if not required.

e) Key Performance Indicators

Include relevant performance indicators and quality or standards. Write "N/A" if not required.

Example KPIs:

- Performance with respect to time – Services completed within timeframes agreed upon by Council and Consultant, unless changes are agreed by both parties
- Performance with respect to cost – Service delivered within agreed budget, refer to Section F, unless agreed by both parties
- Performance with respect to quality – Services undertaken to a high standard and to meet all the project outcomes as outlined in Section A
- Performance with respect to health and safety – Complies with all statutory Health and Safety requirements and instructions provided by Council
- Performance with respect to satisfaction – Deliverables meet expectations of key Council staff

f) Health and Safety

Site Specific Health and Safety Plan

Choose an item.

Hazards relevant to Services known to the Client:

[Insert]

Client Health and Safety Policies and Procedures

[List as

applicable]

g) Conflicts of Interest Declaration

Without limiting clause 2.8 of the General Terms and Conditions, the Consultant confirms that it has made diligent inquiry as to whether the Consultant (including its relevant personnel) has any actual, potential or perceived conflicts of interest to provide the Services described in this IFS, and discloses any actual, potential or perceived conflicts of interest below:

List documents or information here or type "Not Applicable"

4. FEES

Enter agreed fee for the IFS. Disbursements are only payable if listed as payable in the Framework agreement.

Please delete the option not applicable.

Example text for a fixed value IFS:

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The value of this IFS is capped to \$XXXX excl GST. Any increase to this fee value must be agreed by both parties in writing prior to any services related to the fee increase being undertaken.

Or

Example of time and cost value IFS:

Hourly/Daily Fee Rate for each of the Specialist/Approved Personnel set out below, up to a maximum of \$Maximum fee, excluding GST, in accordance with the following table of rates.

Specialist or Approved Personnel	Hourly or Daily rate (exc GST)	Total Hours or Days	Total fees
Insert specialisation or name of approved personnel	Insert hourly or daily rate as applicable	Insert total maximum chargeable hours or days	Calculate: Hourly or daily rate x hours or days
Insert specialisation or name of approved personnel	Insert hourly or daily rate as applicable	Insert total maximum chargeable hours or days	Calculate: Hourly or daily rate x hours or days
Total chargeable hours or days			Sum: of Total hours or days cells
Total chargeable fees (excluding GST)			Sum: of Total fees cells

5. PAYMENT METHOD AND INVOICING

The Consultant must send the Client an invoice for the Fees clearly stating the contract number and the purchase order number at: Choose an item.

*** Please note that if Milestone is the chosen option you will need to create a milestone/deliverable schedule as an appendix.**

All invoices must provide a breakdown of the Fee based on the hourly rates of the Key Personnel

used in the provision of the Services, any fees for administration and any mileage claim (IRD rates only).

6. CONSULTANT KEY PERSONNEL

	Approved Personnel
Name:	
Position:	
Specialisation:	

Delete unwanted rows. Copy and paste to add rows.

7. SUB-CONSULTANTS (OPTIONAL)

	Approved Sub-consultants
Consultant Name:	
Representative Name:	
Phone:	Email:

Delete unwanted rows. Copy and paste to add rows.

8. OTHER CONSULTANTS (OPTIONAL)

	Consultants		
Consultant Name:			
Representative Name:			
Phone		Email:	

Delete unwanted rows. Copy and paste to add rows.

9. ADDITIONAL CONTRACT DOCUMENTS

Insert, or reference, any other documents to form part of the Services Contract

11. CLIENT PROVIDED INFORMATION

List documents or information here or type "Not Applicable"

12. REPRESENTATIVES

	Consultant	Client
Representative Name		
Representative Position:		
Phone:		
Email:		

13. ADDRESS FOR NOTICES

	Consultant	Client
Name		
Position:		
Email:		

14. AGREED CHANGES TO GENERAL CONDITIONS OF CONTRACT

None

ACCEPTANCE

ACCEPTED and SIGNED on behalf of
PSP Panel Member

BY:

Signature

ACCEPTED and SIGNED on behalf of
Choose an item.

BY:

Signature

Date: Click or tap to enter a date.

Print Full Name and Title:

☐ There is no conflict that requires
declaration

Date: Click or tap to enter a date.

Print Full Name and Title:

☐ There is no conflict that requires
declaration

APPENDIX 5: CONTRACT CONDITIONS**1. GENERAL CONDITIONS OF CONTRACT FOR CONSULTANCY SERVICES, 4TH EDITION 2017 (CCCS)**

The **General Conditions of Contract for Consultancy Services** are those set out in the **Conditions of Contract for Consultancy Services, 4th Edition 2017 (CCCS)** and as amended and scheduled herein.

2. SPECIAL CONDITIONS PART A (SPECIFIC CONDITIONS OF CONTRACT)

Special Conditions Part A (Specific Conditions of Contract) CCCS, 4th Edition is amended and replaced by the following.

References are to clauses in the General Conditions of Contract for Consultancy Services.

Clause No.	Special Condition
5.1	Payment Timing The time for payments shall be on the 20 th of month following the month of issue of the GST invoice.
6.2	Limitation of Liability The maximum amount payable shall be \$2 million.
6.4	Duration of Liability The duration of liability shall as per the Limitation Act 2010.
6.5	Insurance The amount of <u>public liability insurance</u> required shall be \$2 million. The amount of the <u>professional indemnity insurance</u> shall be \$2 million.
12.8	Address for Notices: The Addresses set out in the Instruction for Services.

3. SPECIAL CONDITIONS PART B (OTHER CONDITIONS OF CONTRACT)

The amendments to the General Conditions of Contract set out below add to, delete or modify the General Conditions of Contract for Consultancy Services.

Clause Instruction and Text

Replace each reference to an Appendix with “Instruction for Services”.

Replace each reference to “Form of Agreement” with “Instruction for Services”.

1.1 DEFINITIONS

Add or delete and replace (as applicable) the following definitions:

“Agreement” means the contract between the Consultant and the Client which includes these terms and the Instruction for Services.

“Co-Lab” means the Waikato Local Authority Shared Services Limited.

GST Invoice means a tax invoice for the purposes of the Goods and Services Tax Act 1985.

Insolvency Event is an event which involves the Consultant:

- (a) becoming insolvent; bankrupt, or being unable to pay its debts in the ordinary course of business or as they become due;
- (b) going into liquidation;
- (c) having receivers or statutory managers appointed;
- (d) being wound up; or
- (e) suffering any similar event.

Instruction for Services has the meaning outlined in the Panel Agreement.

Key Personnel are the persons named as the Consultant's and/or Sub consultant's Key Personnel in the Instruction for Services.

Key Performance Indicators means the key performance indicators outlined in the Instruction for Services.

Panel Agreement means the Panel Agreement entered into between the Consultant and Co-Lab dated on or about 1 December 2024.

Personal Information has the meaning set out in the Privacy Act 2020.

Privacy Breach means in relation to Personal Information collected and/or held by the Consultant in relation to the provision of the Services any:

- unauthorised or accidental access to or use of, or disclosure, alteration, loss, or destruction of any such Personal Information; and
- any action that prevents the Client from accessing Personal Information collected held or stored by either the Client or the Consultant (or the Consultant's Subcontractors) under or in connection with this Agreement on either a temporary or permanent basis,

whether or not:

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- caused by an employee, consultant, Subcontractor or agent of the Consultant or any of the Consultant's Subcontractors;
- attributable in whole or in part to any action by or on behalf of the Consultant; or
- ongoing.

Programme is the programme for the delivery of services, including any Stages, as specified in the Instruction for Services.

Run Off Cover means professional indemnity insurance cover required by this Agreement in the event the Consultant ceases trading during the period of liability of the Consultant as set out in the Agreement.

Delete the definition of Services and replace with the following:

Services are the services listed in the Instruction for Services including completion of the Stage Deliverables (if applicable), as may be amended under this Agreement.

Stage is a stage or phase of the Services as described in the Instruction for Services.

Stage Deliverables means those deliverables identified for each Stage in the Instruction for Services (if applicable).

Tier One Consultant has the meaning outlined in the Panel Agreement.

Tier Two Consultant has the meaning outlined in the Panel Agreement.

1.2 DEFINITIONS AND INTREPRETATION

Add to the end:

A reference to "including" (and its cognate expressions) shall be interpreted as if followed by "without limitation".

2. OBLIGATIONS OF THE CONSULTANT

2.1 The Services

Delete the second bullet point and replace with:

- progress the Services with due diligence and by the completion date outlined in the Instruction for Services and where applicable complete the Services in accordance with the Programme utilising, at a minimum, the Key Personnel listed in this Agreement to ensure that the Services are performed in a timely manner and at a rate of progress required to meet the Programme.

Add to the end the new bullet points:

- perform the Services to meet or exceed the Key Performance Indicators.
- comply with all laws, statutes, regulations, consents or approvals relating to the carrying out of the Services.

Add to the end:

Instructions of the Client will be issued by the Client's Representative in writing and the Consultant must not accept or act upon instructions from any other person unless expressly requested in writing by the Client to do so.

2.2 Duty of Care**Add the following paragraph to the end of clause 2.2:**

The Consultant must ensure that the Services, or any other deliverables specified in the Instruction for Services (including the Stage Deliverables) prepared by the Consultant shall be fit for their intended purpose, as set out in or which can reasonably be inferred from the Instruction for Services. For the avoidance of doubt, the above requirement that the Services and deliverables be fit for their intended purpose does not impose a higher standard of care than that otherwise required of the Consultant under this clause 2.2.

2.10 Health and Safety**Delete clause 2.10 and replace with the following:****2.10 Health and Safety**

The Consultant shall in the provision of the Services comply with its obligations under the HSWA, all regulations made under the HSWA and all approved codes of practice under the HSWA.

The Consultant does not assume any obligations as a representative of the Client or as a person in control of a place of work under the HSWA, unless that obligation is part of the Services.

Where accessing any Client site or premises in the course of providing the Services the Consultant will ensure its personnel:

- comply with (as applicable) all Client health and safety policies and procedures notified by the contractor or person having management or control of the site or premises; and
- will not do or omit to do anything that would expose its personnel or any other person to the risk of injury.

Where indicated in the Instruction for Services the Consultant shall provide a Services specific health and safety plan prior to commencing the Services.

The Consultant shall also comply with all Client health and safety policies and procedures outlined on the Instruction for Services.

Hazards associated with the Services known to the Client which a competent consultant may not reasonably be taken to know of are listed in the Instruction for Services.

The Consultant shall notify the Client promptly after any of the following occurs:

- an incident notifiable to the Client in terms of such policies and procedures;
- a hazardous situation which the Consultant becomes aware of on any site on which the Services are being carried out; and
- a notifiable event under the HSWA.

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The Consultant shall:

- maintain a register of incidents;
- investigate incidents and identify their cause;
- ensure that all persons under the Consultant's control are appropriately trained or supervised; and
- provide written notification (and copy to the Client) to the regulator of all notifiable events in accordance with section 56 of the HSWA.

The Client may itself or through an agent audit the Consultant's compliance with its health and safety procedures and obligations under the HSWA and this Agreement.

The Consultant will co-operate with the Client in any audit undertaken by the Client or its agent(s). The Consultant will allow the Client or its agent access to all aspects of the provision of the Services and/or to any site on which the Services are carried out, to carry out such audits.

The Client may require the Consultant to cease the provision of the Services (or any part of the Services) where in the Client's reasonable view the continued carrying out of the Services would (or be likely to) constitute a breach of the HSWA, the health and safety provisions in this Agreement or be a danger to persons or property.

2.12 Delay

Add to the end:

Such steps will include allocating additional resources at the cost of the Consultant. The Programme and dates of completion of the Stages will only be adjusted for delays that are not due to matters within the control of the Consultant.

Where there is a delay to completion of the Services, the Client may, acting reasonably, instruct the Consultant to accelerate completion of the Services to achieve the dates of completion of the Stages as set out in the Programme. The Consultant shall accelerate the Services at its own cost except in circumstances where an acceleration of the Services is due to a Variation or an event under clause 12.5.

Add the following new clause:

2.14 Progress reports

Where a Programme is required in the Instruction for Services the Consultant shall review its progress against the Programme and provide to the Client in at least monthly intervals:

- an update on actual progress achieved and its effect upon the timing of the remaining Services;
- effects of any delays on the Programme; and
- the Consultant's plans to deal with any delays.

Add the following new clause:

2.15 Suspension

The Client may instruct the Consultant in writing to suspend the progress of the whole or any part of the Services for such time as the Client may think fit, and the Consultant shall comply with the instruction. Unless the suspension is due to the default of the Consultant, the suspension shall be treated as a Variation. If the suspension remains in effect for longer than three (3) months, the Consultant may terminate this Agreement as if clause 11.1 applies.

Add the following new clause:

2.16 Reporting

The Consultant will provide regular and timely reports to the Client regarding the performance and status of the Services.

Reports shall include, but not be limited to, the following:

- Progress updates on the completion of Services;
- any issues, challenges, or obstacles encountered during the provision of Services;
- metrics and performance levels relevant to the agreed-upon objectives and Key Performance Indicators;
- any other information relevant to the Services.

The Consultant shall submit reports to the Client at the frequency outlined in the Instruction for Services.

All reports shall be submitted in writing and delivered to the designated representative(s) of the Client.

The Consultant shall maintain accurate records of all reports and data generated under this Agreement for a period of two (2) years following the date of termination of this Agreement.

The reports provided by the Consultant will be considered in the overall evaluation of the Consultant's performance under this Agreement and the Panel Agreement.

The Consultant agrees that the Client may forward any reports provided under this clause to Co-Lab.

Add the following new clause:

2.17 Performance Management

In the event that the Client identifies any performance issues or concerns, without prejudice to any other rights or remedies the Client has pursuant to this Agreement, the Client may notify the Consultant in writing, specifying the nature of the issue and any corrective action required.

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Upon receiving notice of performance issues, the Consultant shall, within a reasonable timeframe, submit a remediation plan to rectify the performance issues to the Client for approval.

The Consultant will at its cost diligently implement the approved corrective action plan to remedy identified performance deficiencies.

If required by the Client, the Parties shall conduct regular performance review meetings at mutually agreed intervals to discuss overall service performance, address concerns, and identify opportunities for improvement.

3. OBLIGATIONS OF THE CLIENT

3.2 Provision of Information to the Consultant

Delete last bullet point of 3.2 and insert the following as a new paragraph:

The Consultant must review all information provided by the Client to ensure that it contains no manifest errors or omissions. Except where the Client expressly confirms that information can be relied upon, the Client makes no warranty about the sufficiency or accuracy of any information it provides to the Consultant. Information that the Client agrees can be relied upon will be recorded in writing and signed by the Parties. Any other information that the Client (either itself or through any consultant or agent) provides to the Consultant is for the Consultant's information only. The Consultant is responsible for the interpretation of such information for the purposes of the Services and the Works and relies on all information provided by the Client (or its consultants or agents) at the Consultant's own risk.

4. PERSONNEL

4.3 Key Personnel

Delete clause 4.3 and replace with:

The Consultant shall ensure that the Key Personnel are made available at all relevant times to perform the Services.

The written approval of the Client shall be obtained by the Consultant before Key Personnel can be replaced or substituted. In such circumstances, the Consultant shall only propose to replace or substitute Key Personnel with alternative personnel with an appropriate level of qualifications and experience which is directly comparable to those of the Key Personnel being replaced or substituted.

If the Client decides for good reason that one of the Key Personnel or replacement personnel is/are unsuitable:

- the Client can require the Consultant not to have that person perform the Services; and
- the Consultant shall then replace that person with someone acceptable to the Client; and
- the Client shall not bear any cost or liability arising from the replacement of that person.

5. PAYMENT

Delete clause 5.1 and replace with the following:

The Consultant shall be paid in accordance with the method of payment outlined in the Instruction for Services.

Payment shall be due on the 20th of the month following the month of issue of each GST invoice or at such other timing as set out in the Instruction for Services.

Add new clauses 5.5 and 5.6:

5.5 No liability for costs not included in final claim

The Consultant shall not be entitled in contract, tort or otherwise to any payment from the Client for any fees, cost or expense suffered which are not expressly included in the claim for payment submitted after the discharge or earlier termination of this Agreement, except where the Consultant is seeking contribution from the Client in relation to any claim brought by any Third Party against the Consultant in relation to this Agreement.

5.6 Tax

If the Client is required by legislation to make any deduction, withholding or payment from any amount paid or payable by the Client to the Consultant (other than GST) then the Consultant's entitlement to the fee is reduced by an amount equal to the deduction, withholding or payment required by legislation.

6. LIABILITY AND INSURANCE

6.5 Delete the first bullet point and replace with:

- professional indemnity insurance for the amount stated in the Special Conditions;

Delete the words

"use all reasonable endeavours to".

Add the following to the end of 6.5:

The parties shall meet as soon as practicable after receipt of such notice to discuss how best to protect their respective positions.

If the Consultant ceases business during the six years after the expiry of termination of this Agreement, the Consultant agrees to purchase Run Off Cover where commercially reasonable and obtainable for the remainder of the six year period by:

- Purchasing an up-front multi-year professional indemnity insurance policy covering its remaining liability in terms of this Agreement; or
- Agreeing and acknowledging that it is required to annually purchase Run Off Cover for the remainder of the six year period and annually provide the Client with written evidence that the insurance policy has been renewed at least 10 Working Days prior to the expiry of the current insurance policy.

6.6 Add the following to the end of 6.6:

The Consultant shall make full disclosure of any special policy conditions that impact on the Contract or, if this is not permitted under its insurance policy, it shall:

- Arrange at its cost a discussion between the Client's insurance broker and the Consultant's broker in relation to the coverage of the insurance policies; and
- Arrange for a certificate to be provided by the brokers for the Consultants for the Client's records.

7. VARIATIONS**7.2 Variations to the Services**

Delete the third paragraph of clause 7.1 and replace with:

The Client will not be bound to agree that the direction or circumstance should be treated as a Variation if the relevant direction or circumstance:

- was due to reasons within the Consultant's reasonable control or responsibility; or
- could reasonably have been foreseen by an experienced consultant at the date of this Agreement; or
- was required as a result of a breach of this Agreement by, or the negligent act or omission of, the Consultant.

Valuation of Variations

Delete the third paragraph of clause 7.2 and replace with:

Where the Parties cannot agree, the Client shall determine a reasonable value and adjustment to the Programme and completion dates for the Services. The Consultant may dispute the determination in accordance with clause 10, however the Consultant must carry out the Variation unless otherwise instructed by the Client.

7.3 Failure to agree

Delete clause 7.3 and replace with:

In the event that the Parties are unable to reach agreement on whether a direction or circumstance should be treated as a Variation, and/or the Consultant disputes the Client's determination under clause 7.2, the matter shall be treated as a dispute and resolved in accordance with clause 10. The Consultant shall continue to carry out and complete the Services that are the subject of the dispute.

8. CONFIDENTIALITY**8.3 (Exclusions) add the following:**

The Consultant agrees that the Client may provide Co-Lab Confidential Information for the purposes of the Panel Agreement including but not limited to revenue reports and performance evaluations.

Add the following new clause:**8.5 Protection of Personal Information**

Where the Consultant has access to, collects and/or holds Personal Information pursuant to or in connection with this Agreement, the Consultant shall (and shall ensure its Subcontractors):

- comply with the provisions of the Privacy Act 2020 in relation to such Personal Information;
- only collect, store, process, transfer, publish or use such Personal Information to the extent required to provide the Services;
- ensure that all Personal Information collected and/or held by the Consultant or the Consultant's subcontractors is protected against loss and/or unauthorised access, use, modification, disclosure or other misuse;
- not do anything that would constitute a breach by the Client of the Client's obligations under the Privacy Act 2020.

Should a Privacy Breach occur in relation to Personal Information collected, held or transmitted by the Consultant under or in connection with this Agreement, the Consultant shall:

- immediately provide written notification to the Client setting out the details of the Privacy Breach as known at that time;
- take all reasonably practicable steps required to:
 - (i) identify the person(s) that the Personal Information relates to;
 - (ii) investigate the causes and effects of the Privacy Breach (including all steps reasonably requested by the Client);
 - (iii) prevent the continuation and/or recurrence of the Privacy Breach;
- provide follow up written notification to the Client providing a detailed analysis of the Privacy Breach and its effects and the Consultant's proposal to remedy or mitigate the effects of the Privacy Breach;

and shall not initiate any actions to reduce, mitigate or publish information relating to the Privacy Breach without the prior written approval of the Client.

The parties acknowledge the Client has obligations in relation to a notifiable Privacy Breach as to the Personal Information collected on behalf of the Client by the Consultant under section 115 of the Privacy Act 2020. Without limiting the Consultant's obligations and liability in relation to any such Privacy Breach under this Agreement or at law, the Consultant shall, at the Consultant's cost, take such action as the Client shall reasonably request to comply with the Client's obligations under section 115.

To the extent permitted by law the Consultant shall indemnify the Client against all costs, losses, fines and damages incurred by the Client at law and/or under the Privacy Act 2020 arising due to a breach by the Consultant of its obligations under this clause 8.5.

Add the following new clause:**8.6 Information Technology**

The Consultant shall take all appropriate industry recognised steps required and comply with the requirements of all applicable statutes and secondary legislation to

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protect its electronic systems, information and records from loss, corruption, harm or data breach including (without limiting the foregoing):

- implementing industry recognised cyber security people, process and technology protection systems and measures;
- preventing unauthorised access or amendment;
- employing appropriate off-site back-up and recovery processes (as are approved by the Client's Representative);
- minimising the risk of accidental damage, including the introduction of errors; and
- where applicable, maintaining compatibility to the Client's information systems.

The Consultant may have access to the Client's information systems to the extent that such access is necessary to enable the Consultant to meet its obligations under this Agreement. The Consultant shall comply with the Client's information technology rules relating to any such access as outlined in the Instruction for Services. The Consultant shall ensure that all necessary procedures required to interface with the Client's information technology systems for the purpose of data retrieval and conversion, and Client access to data, are carried out in accordance with the Client's specific information technology rules as outlined in the Instruction for Services.

The Consultant warrants that all electronic devices used by the Consultant in the provision of the Services will be encryption enabled.

9. INTELLECTUAL PROPERTY

9.2 Add the word ", irrevocable" after "unrestricted" in the third line.

Add the following after "licence" in the fourth line:

(which shall be capable of being sublicensed on substantially the same terms)

Add the following to clause 9.7:

All data and factual information must be provided to the Client in a format approved by the Client.

11. TERMINATION

11.2 Payment on Early Termination

Delete and replace with the following:

Subject to this clause 11.2, if the Client terminates this Agreement, or the Consultant terminates this Agreement because the Client has materially breached it, then the Client must immediately pay the Consultant for Services provided to the date of termination.

If the Client terminates the Agreement for reasons other than a default by the Consultant or due to the Consultant suffering an Insolvency Event, or if the Consultant terminates the Agreement because of a material default by the Client, the Client must immediately pay the Consultant for Services provided to the date of termination and also pay any reasonable direct costs that the Consultant incurs solely because of the early termination of the Agreement. The Consultant shall not

be entitled to be paid any loss of profit.

If the Client terminates this Agreement because of a default by the Consultant or due to the Consultant suffering an Insolvency Event, the Client shall not be obliged to pay for the Services that have caused the default and the Client will only be liable to pay for Services properly performed up to the date of termination, after deduction of any losses the Client has suffered as a result of the default by the Consultant or Insolvency Event and the termination of this Agreement.

Resolution to Exclude the Public

Section 48, Local Government Official Information and Meetings Act 1987

The following motion is submitted for consideration:

That the public be excluded from the following parts of the proceedings of this meeting, namely consideration of the public excluded agenda.

The general subject of 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 follows.

General subject of each matter to be considered	Reasons for passing this resolution in relation to each matter	Ground(s) under section 48(1) for the passing of this resolution
C1. Co-Lab Professional Services Panel (Public Excluded Matters)) Good reason to withhold) information exists under) Section 7 Local Government) Official Information and) Meetings Act 1987)	Section 48(1)(a)

This resolution is made in reliance on section 48(1)(a) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by Section 6 or Section 7 of that Act which would be prejudiced by the holding of the whole or relevant part of the proceedings of the meeting in public, as follows:

Item C1.	to protect information which is subject to an obligation of confidence and disclosure would likely prejudice continual supply of similar information where it is in the public interest for that information to continue to be available	Section 7 (2) (c) (i)
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