

7. SPREYDON DOMAIN – SPREYDON TENNIS CLUB – APPLICATION TO EXTEND LEASE AREA

General Manager responsible:	General Manager, City Environment
Officer responsible:	Michael Aitken, Greenspace Manager
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PURPOSE OF REPORT

1. The purpose of this report is to:
 - (a) approve the application by the Spreydon Bowling Club to surrender part of its lease area, namely the former Number 2 Green, as indicated in the **attached** letter, and on the **attached** plan.
 - (b) to grant a new lease to the Spreydon Tennis Club which includes its current leased area and the former Number 2 Green, a total area of approximately 5325 square metres. This will require the tennis club to surrender its current lease.

EXECUTIVE SUMMARY

2. On 27 January 2005, an application was received from the Spreydon Bowling Club to surrender part of its lease area, the area being the former Number 2 Green in Spreydon Domain; the reason being because of reduced membership.
3. The Spreydon Tennis Club has made application to the Council to lease the area formally leased to the Spreydon Bowling Club on which the Number 2 Green on the west side of Spreydon Domain was situated. This is to enable the tennis club to build an additional three artificial courts to cater for its increasing membership (court layout plan **attached**).
4. Spreydon Tennis Club was formed in 1922. It is based at Spreydon Domain where it currently has clubrooms, five artificial tennis courts, and a practice volley area.
5. The current membership of the Spreydon Tennis Club is 63 senior members and 203 junior members. Due to the dramatic rise in junior membership, the current number of courts does not adequately cater for the club's junior member needs, it being anticipated that due to the promotion of tennis throughout schools, these numbers will continue to increase.
6. The Tennis Club proposes to construct three artificial tennis courts with lights on the area it has applied to lease, the new courts being orientated in an east west direction.
7. Officers are recommending that the Council accepts with regret the partial surrender of the Spreydon Bowling Club's lease.
8. Officers are recommending that the Council grants a new lease to the Spreydon Tennis Club, which encompasses the present leased area, and the new area applied for.

FINANCIAL AND LEGAL CONSIDERATIONS

9. The Spreydon Bowling Club wrote to the Council in January 2005 requesting that the Council considers accepting a partial surrender of their present lease. Because of falling membership, the Club no longer requires its former Number 2 Green. The Club's current lease expired in 2003. The Club has a right to renew its lease for a further 21 years, which will be processed once the Council has accepted the partial surrender of their lease.
10. The Spreydon Tennis Club, which has made application to the Council to extend the area it currently leases from the Council at Spreydon Domain, is in the process of having its proposed development fully costed, which is anticipated will cost no more than \$150,000. The Club has approximately \$25,000 in reserve which will be used for this project, the balance being sourced through Trusts, fundraising programmes and an application to the Council's Community Organisations Loan Scheme.

11. The Tennis Club will be required to surrender its present lease, because it is not possible to vary an existing lease to accommodate an addition to an organisation's leased area. The Club's present lease is due to expire in 2008. It is also necessary, because of the need to raise a considerable amount of money by way of grants and borrowing, that the Club has as long a lease period as possible, in which to pay back any loans/mortgages raised, and so that prospective grantors are able to be satisfied that reasonable long term benefits to the community will accrue from the monies granted.
12. The new unregistered lease is able to be granted in accordance with Section 54 (1) (c) of the Reserves Act for a maximum period of up to 33 years. Officers are recommending that the lease be broken into three eleven year periods. After the first and second year period, officers are recommending that a further right of renewal be incorporated into the lease document, that subject to the Club being a viable entity, and in accordance with the requirements of the first Schedule of the Reserves Act 1977 "that further similar terms may be granted if the lessor is satisfied that the terms and conditions of the lease have been complied with, and that there is sufficient need for the sports, games, or other recreational activity specified in the lease, and that in public interest some other sport, games or recreational activity should not have priority."
13. A separate report will be prepared for the Board's consideration regarding the tennis club's intention to apply for court lighting, in accordance with the Council's policy (23/10/96) that the Greenspace Manager has delegated authority: " Power to make decisions on the siting of floodlights on sports parks, subject to the necessary resource consents and consultation with the appropriate Community Board."

BACKGROUND ON SPREYDON TENNIS CLUB – APPLICATION TO EXTEND LEASE AREA AT SPREYDON DOMAIN

14. The Spreydon Tennis Club's junior membership has grown nearly four fold in the last 5 years from approximately 57 in 2001 to 203 currently. During this time, a small increase in senior members has been recorded from 57 to 63 members. The Club needs more courts to service this increase in junior membership, hence the application to extend its lease area.
15. The Tennis Club proposes as part of the new development to remove the corrugated iron fences surrounding the former bowling green, replacing them with open wire mesh fences, thereby allowing views into the previously "shut" off area of the park, which will greatly improve the amenity value of this area of the park.

OPTIONS

16. There are only two options:
 - (a) Accept the partial surrender of the Bowling Club's lease, and return the area to open park land. This option does not satisfy the need for the Tennis Club to properly cater for the large increase it is experiencing in its junior membership.
 - (b) Accept the partial surrender of the Bowling Club's lease, and lease the area to the Tennis Club. This option satisfies the requirements of the Tennis Club. The increased area of land being leased to the Tennis Club has not been available for the general public to use for many years, it being part of the Bowling Club's former lease area, and therefore there will be no change to the area available for the general public to use.

STAFF RECOMMENDATIONS

It is recommended that the Community Board:

- (a) Accepts the application from the Spreydon Bowling Club, for the partial surrender of its lease, (the area on which the Number 2 Green is located) which is dated 27 January 2005, with regret.

- (b) Approves the Spreydon Tennis Club's application to lease approximately 5325 square metres of Spreydon Domain, being all of Lot 7 DP 44573, a recreation reserve (page 3256 in the New Zealand Gazette 1997) of 644 square metres, contained in certificate of title 28F/75, and part of Reserve 3824 a recreation reserve (page 1429 in the New Zealand Gazette 1969) of 7.1325 hectares, contained in certificate of title 657/52 on SO plan 4936, both areas vested in the Council, pursuant to Section 54 (1) (c) of the Reserves Act 1977 for a period of up to 33 years, subject to the following conditions.
- (i) Public notification and subsequent approval by the Minister of Conservation.
 - (ii) The Spreydon Tennis Club surrenders its present lease dated 10 March 1987 over its present site.
 - (iii) That the lease period be broken into three 11 year periods, with a right of renewal at the end of the first two periods, subject to the Spreydon Tennis Club still being a viable entity, and having a history of paying all dues owed by it to the Council, and that the Council is satisfied that the terms and conditions of the lease have been complied with, and that there is sufficient need for the sports, games, or other recreational activity specified in the lease, and that in the public interest some other sport, game or recreational activity should not have priority.
 - (iv) That all necessary resource and building consents are obtained by the Spreydon Tennis Club before it commences any construction of the new court facilities on the newly leased site.
 - (v) The lease terms and conditions being negotiated by the Corporate Support Manager in consultation with the Parks and Waterways Policy and Leasing Administrator.
 - (vi) The leased area is to be maintained in a safe and tidy condition at all times by the applicant, or principal contractor.
 - (vii) All costs associated with the preparation and issue of the lease, site development and subsequent maintenance of the facilities is to be the responsibility of the Spreydon Tennis Club.
 - (viii) The Spreydon Tennis Club is to liaise with the Greenspace Unit's representative (Greenspace Contract Manager, Sockburn Service Centre) to ascertain site requirements prior to the letting of any tenders for the construction of the new court facilities.
 - (ix) The applicant is to pay a \$2,000 bond to the Council (via the Greenspace Contract Manager, Sockburn Service Centre) before any construction work commences on the site. The bond less any expenses incurred by the Council will be refunded to the payee upon completion of the development to a standard acceptable to the Greenspace Manager.
 - (x) This approval will lapse if the club has not made substantial progress towards the completion of the development within two years of approval being granted.
 - (xii) As part of the construction a root barrier is to be installed along the southern boundary of the leased area to prevent tree roots growing under the new courts, at Spreydon Tennis Club's expense.
 - (xiii) If at any time in the future, tree roots grow from the park into the court area and cause damage to the Club's infrastructure, it will be the responsibility of the Spreydon Tennis Club to undertake any necessary repairs at their cost.
 - (xiv) All new fences built around the new courts are to be built of black plastic coated wire mesh, the posts to be powder coated black, to reduce their impact on the park environment.

CHAIRPERSON'S RECOMMENDATION

That the staff recommendations be supported.