

## 8. BELFAST COMMUNITY POOL

<b>General Manager responsible:</b>	General Manager, Community Services DDI 941 8608
<b>Officer responsible:</b>	Unit Manager, Recreation and Sports
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### PURPOSE OF REPORT

1. The purpose of this report is to obtain the approval of the Shirley/Papanui Community Board under the delegated authority of Council to grant a lease to the Belfast School of the Belfast Community Pool facility at 710 Main North Road.

### EXECUTIVE SUMMARY

2. The Council has provision in its capital programme of the 2009/2019 LTCCP for the upgrade of the Belfast outdoor pool.
3. Before construction work to upgrade and shallow the pool at its deepest end begins it is necessary that agreement be held with the Belfast School Board of Trustees. Discussions have been held with the School Principal on the type and provisions of an agreement that meets the needs of the Council and School and this has culminated in a proposed deed of lease the principal terms and conditions of which are outlined in the Background section to this report.
4. The lease is intended to be in place by late August to allow time for tendering and completion of the work prior to the 2010/2011 summer season.
5. The pool is situated on land held by the Council as recreation reserve subject to the Reserves Act 1977 immediately adjacent to the Belfast School.

### FINANCIAL IMPLICATIONS

6. The cost of putting the lease in place including complying with statutory notification is estimated to be below \$1,000. This cost and the commissioning/decommissioning of the pool will be met from the operating budget of Recreation and Sports unit.

### Do the Recommendations of this Report Align with 2009-19 LTCCP budgets?

7. Yes, Page 241 includes the pool upgrade expenditure of \$143,000 in the capital programme 2009/2010.

### LEGAL CONSIDERATIONS

8. The Council is empowered under Section 54 1 (a) of the Reserves Act 1977 with the consent of the Minister of Conservation to grant leases of recreation reserves for baths, a camping ground, a parking or mooring place, or other facilities for public recreation or enjoyment. The consent of the Minister of Conservation is delegated to the administering body where the activity is provided for or contemplated in an approved management plan or the activity is an existing use and the effects of the use will be the same or similar in character, intensity and scale. The Council may exercise the delegation as an existing activity. As the School will effectively have exclusive possession for part of the season, Legal Services Unit have confirmed a lease is the appropriate form of agreement.
9. The Board has delegated authority from the Council to enter into leases of Recreation Reserves. The Board on behalf of the Council as the administering body of the reserve may also exercise the consent of the Minister of Conservation.

### Have you considered the legal implications of the issue under consideration?

10. Yes as above

### ALIGNMENT WITH LTCCP AND ACTIVITY MANAGEMENT PLANS

11. Page 109 of the 2009/2019 LTCCP provides for six public outdoor pools to open seasonally with the Belfast pool to open December to February and maintain until 2013/14.

**Do the recommendations of this report support a level of service or project in the 2009-19 LTCCP?**

12. Yes, as above.

**ALIGNMENT WITH STRATEGIES**

13. The proposed lease falls in line with the following strategies /policies;  
Physical Recreation and Sport Strategy  
Out of School Programmes Policy  
Children's Policy  
Youth Strategy  
Strengthening Communities Strategy

**Do the recommendations align with the Council's strategies?**

14. Yes, as above

**CONSULTATION FULFILMENT**

15. Public consultation has been carried out through the 2009-19 LTCCP to keep the pool open December to February and upgrade the pool. Formal public notification will however be required as part of the Reserves Act procedures to grant a lease.

**STAFF RECOMMENDATION**

It is recommended that the Shirley Papanui/Community Board acting under the delegated authority of the Council:

- (a) Approve the granting of a lease under Section 54 (1) (a) of the Reserves Act 1977 to the Belfast School Board of Trustees of the Belfast Community Pool and surrounds shown as 'A' on **attached** drawing RPS 335-02, 1580 square metres approximately, on the terms and conditions outlined in this report subject to public notification in accordance with the Act and no sustainable objections being received.
- (b) Subject to (a) above, exercise under delegation, the consent of the Minister of Conservation to the granting of the lease.
- (c) Subject to (a) and (b) above authorise the Corporate Support Manager or his designate to negotiate and conclude the terms and conditions of the lease with the Belfast School Board of Trustees and to administer same.

**CHAIRPERSON'S RECOMMENDATION**

For discussion.

## **BACKGROUND (THE ISSUES)**

16. In previous years Belfast School has used the pool for their middle and senior school students. The upgrade will enable the pool to be accessible to the Junior section of Belfast School. With the growing community in Belfast, Recreation and sport staff believe that granting a lease to the School is the most cost effective way of meeting the council's aim of ensuring that communities have accessible opportunities to acquire swim education, water safety and other life skills. This is consistent with the decision made by the Community Board on 29 July 2009 to make a grant under the Strengthening Communities funding to the school to assist in training and setting up of systems to enable the school to effectively manage the pool for school and community use.
17. The principal terms and conditions of the lease with the school are summarised as follows;

### **The Council will:**

- Take responsibility for all structural and major maintenance including replacement, renewals and planned maintenance.
- Assist with technical advice free of charge and support in maintaining water quality and appropriate health and safety including all planning and procedures.
- Provide training in pool operation and safety (e.g. mechanical operations, hygiene, water quality health and safety management and life guarding).
- Step in on a temporary basis to keep pool water quality operational should for any reason the contractor is not be able to and requires assistance.
- Carry out in its sole discretion, such pruning and or removal of trees along the pool fenced perimeter as it deems necessary.
- Replace the pool perimeter fencing with Hurricane wire where it deems necessary.
- Decommission the facility post season and maintain throughout the off season provided however the school will continue to accept responsibility for security, minor vandalism, (excluding graffiti) ground maintenance and keeping the facility tidy and litter free.

### **The Belfast School will:**

- Operate and maintain the pool during the period of commission which includes responsibility for security, fences, ground maintenance (lawn, paving and changing sheds inside enclosure), general tidiness, minor vandalism.
  - Collect and keep revenue from public access key purchase.
  - Pay for: all chemicals /materials, toilet supplies, blockages, electricity and other consumable supplies /operating expenses.
  - Insurance: maintain current public liability insurance to at least \$3 million.
  - Provide suitable qualified staffing/life guards.
  - Provide an annual operating plan (pool use programme categories of users to be targeted and when) at least one month prior to commissioned season.
  - Develop operating procedures (including a health and safety plan and Emergency Action Plan). The School will include the pool in its Health and Safety policy and include in routine monthly inspection of school property by grounds man and nominated School Board of Trustee member.
  - Maintain a safe environment for all categories of pool users including but not limited to:
    - \* Sessions restricted to School swimming groups
    - \* Sessions to defined customer groups.
    - \* Sessions open to the public
  - Maintain pool water to NZS 5826 2000 (to attach) and any other standards of hygiene that may be stipulated by the Council from time to time.
  - Provide Council in a format to be agreed within three months of the pool being decommissioned, a statement of category users and numbers of pool users during the immediate preceding commissioned period
  - Provide the Council with a statement of expenses and revenues within three months of the pool being decommissioned over the immediate preceding commissioned period.
18. For the purposes of the lease the Swimming Season means in each year during the term the period between that date determined by the Council in any year from time to time and the following 31 March in the next year. It is envisage the swimming season will commence any time from 1 November. The pool will be available to students when the school is open for tuition within this period between the hours of 9am and 5pm. The lease term proposed is five years with one right of renewal of three years provided it is established by the Council that there is

sufficient need for the pool operation to continue and there is no higher recreation use of the site in the public interest. The renewal is also subject to the Council wishing to continue its provision of a swimming Pool at this site. The rental will be set at \$1 per annum recognising the symbiotic relationship of the agreement.

19. At the time of writing this report the terms and conditions of the proposed lease had been discussed with the school principal and largely agreed. The School Board of Trustees has yet to confirm its agreement to the draft lease that has been provided.

#### **THE OBJECTIVES**

20. (a) To ensure that the pool is kept operational and is promoted for the use of the school and community.  
  
(b) To manage the use and maintenance of the pool facility in the most cost effective way.

#### **THE OPTIONS**

21. **Option 1:**  
That the Council continue to manage and run the Belfast Pool. Currently the pool's main user is the Belfast School. The School uses the pool during school times in term 4 and 1. The Council has found that during public sessions numbers have been low and vandalism in the past has been an ongoing issue.

##### **Option 2:**

That Belfast School manage the daily operations of running Belfast pool throughout the swimming season. Belfast School is an integral part of the community and this option is perceived as a viable solution to reducing costs and increasing patronage to the pool.

#### **THE PREFERRED OPTION**

22. **Option 2** has been selected as the preferred option.