

11. AKAROA SPORTS PAVILION – AKAROA RESOURCE COLLECTIVE TRUST’S LEASE/LICENCE APPLICATION

General Manager responsible:	General Manager City Environment Group, DDI 941-8608
Officer responsible:	Unit Manager, Asset and Network Planning
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PURPOSE OF REPORT

1. The purpose of this report is to enable the Akaroa/Wairewa Community Board to consider, under delegated authority from the Council, an application, as referred to in letters dated 6 April 2009 (**Attachment 1**) and 8 March 2010 (**Attachment 2**), from the Akaroa Resource Collective Trust (ARCT), to lease an area of the Akaroa Sports Pavilion formerly occupied by the Akaroa Tennis Club, and to licence the adjacent netball court, to them.

EXECUTIVE SUMMARY

2. The ARCT have applied to obtain a lease/licence over the following areas of the Akaroa Recreation Ground:
 - (a) lease the part of the existing pavilion formerly leased to the Akaroa Tennis/Netball Club, being approximately 72 square metres in area, (refer **Attachment 3**);
 - (b) a licence over the netball court which has a basketball hoop beside it and is directly adjacent to the pavilion, being approximately 650 square metres in area.
3. The Akaroa Tennis/Netball Club have not used this part of the pavilion and are no longer an incorporated society. Games for both tennis and netball are no longer played on these courts, the former tennis club members having moved to the Little Akaloa Club which has recently upgraded its courts, and the netball club to the recently constructed school gymnasium for their activities. The other part of the pavilion is leased by the Akaroa Croquet Club.
4. The ARCT has a contract with the Ministry of Social Development (MSD) to provide Heartland services to the residents of Akaroa, this forming part of the work that they undertake in the community. However, the ARCT's main involvement in the community outside of the MSD contract is in providing youth programmes, social, welfare, activities and mentoring opportunities to the wider community, most of these activities are funded from the Christchurch City Council grants, local fundraising and other organisations. The ARCT achieve this through working in collaboration with the Akaroa Youth Trust (AYT) which was established to meet the needs of young people aged between 9 – 19 years of age.
5. The ARCT and the AYT have been casually hiring this part of the pavilion for approximately 18 months up to now from which they have been providing various programmes for all young people, it being their intention and hope to continue these services to the community. It is the groups "passion to keep the youth motivated, interested and educated". There are currently approximately 20 – 30 youth that are engaged in the ARCT's and AYT's youth programmes.
6. The ARCT are happy to work in with any club or organisation that may be interested in using the pavilion, provided that this does not compromise their own activities. The Trust is also looking at introducing twilight tennis this coming summer and is working together with a professional tennis player who is keen on being involved in ARCT's projects.
7. Feedback from the community shows a lot of support and appreciation to the ARCT and AYT for all the various opportunities offered to the young people. This proposal provides an excellent opportunity for young people in Akaroa to have a base close to the facilities they use ie skate park, basketball, BMX track and recreation ground.

8. ARCT has a youth worker who, with rostered parents, provides a Friday evening youth group. The parents hold regular meetings to discuss issues that may arise and help with planning ideas for the youth worker to take back for discussion with the youth. The local Police are also involved in these meetings and statistically over the past two years there has been zero youth offending incidents in the area. Youth are now motivated and focused and "are quickly gaining the respect of the entire community" (stated by Senior Constable Ditmer).
9. The group envisage that a youth based facility would enable them to express their artistic abilities, encourage their musical talents, teach them responsibility and bring the community together through mentoring and provide a base for a Big Brother/Big Sister programme.
10. The internal space requires some maintenance and refurbishment to bring it up to an acceptable standard, as this part of the building has not been leased for some time. The Area Parks Contract Manager has agreed to undertake this work to the extent that existing budgets allow. The future maintenance, (inside and out), of this part of the building will be the responsibility of the ARCT to undertake, this being stated in the lease agreement that will be put in place between them and the Council.
11. Staff are recommending that a lease be granted pursuant to section 12 of the Local Government Act 2002, over approximately 72 square metres of the pavilion, and a licence over the netball court which has a basket ball hoop located beside it, the area of which is approximately 650 square metres being directly adjacent to the Akaroa Sports Pavilion. Both the lease and licence will be made subject to a number of conditions.

FINANCIAL IMPLICATIONS

12. The funding for the proposed maintenance and repairs to bring the building up to an acceptable standard, before handing this responsibility over to ARCT, will be from existing maintenance budgets. Because funding is from existing maintenance budgets this work may need to be undertaken over a period of time, requiring the responsibility for the buildings maintenance to be progressively passed to ARTC. The costs for staff time spent preparing this report to gain Council approval or otherwise of the Trust's application and putting the lease in place, are allowed for within existing staff budgets.
13. The public advertising, and legal fees necessary as part of the process required to put the lease in place are on-charged to the applicant.

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

14. Yes, as above.

LEGAL CONSIDERATIONS

15. Subject to Council approval, the proposal will be publicly advertised as required by section 138 of the Local Government Act 2002, and any submissions received worked through hopefully to a successful conclusion prior to putting a lease in place.
16. The Community Board has delegated authority from Council, (April 2008), to consider this application and to decide whether or not to grant it, the Board are therefore acting as the Council.
17. An unregistered lease can be offered under the Resource Management Act 1992 and its amendments for a period of up to 35 years.
18. Current Council practice has been to grant unregistered leases for periods of up to 33 years, broken into three periods of 11 years as required by the Reserves Act, the lessee in question having the right to renew the lease at the end of the first two terms, subject to the Council being satisfied that the conditions of the lease have been met, and that there is sufficient need for the facilities and amenities, and that some other recreational use should not have priority in the public interest.
19. The reserve is made up of Lot 2 DP 2868, Lot 1 DP 79110, and Section 2 Survey Office Plan 18642 contained in Certificate of Title CB45A/1127 being vested in the Council for reclamation and public recreation under the Akaroa Borough Council Reserves and Reclamation Act 1887.

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

20. Yes, see above.

ALIGNMENT WITH LTCCP AND ACTIVITY MANAGEMENT PLANS

21. LTCCP 2009-19.

Parks, Opens Spaces and Waterways:

- (a) Community – By providing spaces for communities to gather and interact.
- (b) Recreation – By offering a range of recreational opportunities in parks, open spaces and waterways.

22. Parks and Open Spaces Activity Management Plan.

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

23. Yes, Pages 117-138 of the 2009-19 LTCCP.

ALIGNMENT WITH STRATEGIES

- 24. The approval of this application is in alignment with the Council's Youth Policy. To reflect responsiveness to local needs, to provide advocacy for the total community and an expression of local identity and to enhance the local environment.
- 25. The approval of this application is in alignment with the Council's Recreation and Sport Policy. To make a significant contribution to the health, wellbeing and quality of life of the people of Christchurch.
- 26. The approval of this application is in alignment with the Council's Physical Recreation and Sport Strategy. To help those organisations involved in physical recreation and sport to move in a common direction.
- 27. The approval of this application is in alignment with the Council's Strategic Direction to support Strong Communities. It encourages residents to enjoy living in the city and to have fun, thereby supporting Christchurch as being a good place to live.

Do the recommendations align with the Council's strategies?

28. Yes, see above.

CONSULTATION FULFILMENT

- 29. Public consultation will be required in accordance with the requirements of the Local Government Act 2002 as set out in Clause 15 above.
- 30. Limited consultation has been undertaken within various Council Departments which have no objection to ARCT's request to lease this area.

STAFF RECOMMENDATION

It is recommended that the Akaroa/Wairewa Community Board acting under delegated authority of the Council grant under section 12 of the Local Government Act 2002:

- (a) A lease over the section of the Akaroa Sports Pavilion, formerly leased to the Akaroa Tennis/Netball Club, which is of approximately 72 square metres this being part of Lot 2, DP 2868, Lot 1 DP 79110, and Section 2 Survey Office Plan 18642 contained in CT CB45A/1127 being vested in the Council for reclamation and public recreation, and
- (b) A licence over the adjacent netball court with the basketball hoop located beside it, this area being approximately 650 square metres in area;

The granting of the lease licence being for a period of up to 33 years, broken into three periods of 11 years each subject to the following conditions:

- (i) The proposed lease being publicly advertised as required under section 138 of the Local Government Act 2002.
- (ii) That there is a satisfactory outcome to the public consultation process.
- (iii) That the Akaroa Resource Collective Trust have the right to ask for a renewal of its lease for a further term at the end of each of the first two terms, subject to the Council being satisfied that the conditions of the lease have been met, and that there is sufficient need for the facilities and amenities provided, and that some other use should not have priority in the public interest.
- (iv) That the lease/licence terms be negotiated by the Corporate Support Manager in consultation with the Policy and Leasing Administrator, City Environment Group. This to include the rental charged, the level of which is to take into account the level of service provided to the community by the Trust's activities, and the requirement that the Trust will be responsible for all maintenance of the building during the lease term.
- (v) The lease area is maintained by the Akaroa Resource Collective Trust in a safe and tidy condition at all times.
- (vi) That the Akaroa Resource Collective Trust does not erect any other structures, or change the inside partitioning of the building within the lease/licence area without the prior approval of the Transport and Greenspace Manager, and if necessary the Council, before making application for any resource and building consents required.
- (vii) That all costs associated with the issuing of the lease, any development within the leased area, and subsequent maintenance of the internal and external fabric of the building during the lease period be the responsibility of the Akaroa Resource Collective Trust.
- (viii) That the lease agreement include a clause which indemnifies the Council and its servants from all claims or demands of any kind, and all liability in respect to any damage or injury occurring to any person or property as a result of the Akaroa Resource Collective Trust activities on the site.
- (ix) That the Akaroa Resource Collective Trust show proof to the Policy and Leasing Administrator that it has a minimum \$1,000,000 public liability insurance policy in place for the lease/licenced area. This policy must be maintained in place for the duration of the lease period.
- (x) At the end of the lease period, or upon surrender or termination of the lease the building and the Akaroa Resource Collective Trust's fixed improvements to the building are to be returned to the ownership of the Council at no cost to the Council.
- (xi) If the lease is surrendered or terminated for any reason, then the licence agreement will be automatically surrendered or terminated at the same time.
- (xii) If during the period of this lease a new tennis or netball club becomes established in Akaroa, and the club wishes to have access to the courts and the associated pavilion for their activities the Trust is to work with the Council to provide access to the pavilion for the Club, in a way that it does not compromise the Akaroa Resource Collective Trust's activities, or the security of the building.

BACKGROUND

31. The pavilion is a Council asset being built on the park for the use of sports clubs using the park to base their activities from. The part of the building that it is proposed to lease to the ARCT was originally used by the Akaroa Netball/Tennis Club, this club is no longer a legal entity therefore the lease agreement has lapsed and therefore there is no requirement for Council to terminate this agreement.
32. It is important that if the lease to ARCT is surrendered or terminated for any reason that the facility plus any fixed improvements made by the incoming lessee that are not able to be removed without damaging the fabric of the building are returned to the Council without any cost being imposed upon the Council, (see clause 30 (c) (x) above).
33. It is important that the reason why the building was built originally is maintained, that being for the use of sports clubs using the park to base their activities from. Therefore a clause has been placed in the conditions that the lease licence is granted under, (clause 30 (c) (xii) above) that has the effect of requiring the incoming lessee to provide access to the building for a new legally constituted sports club who's activities require the use of the adjacent courts to recreate on, subject to the access not compromising the Akaroa Resource Collective Trust's activities, or the security of the building.