

Chairperson and Committee Members

ENVIRONMENT AND COMMUNITY DEVELOPMENT COMMITTEE

11 SEPTEMBER 2014

Meeting Status: **Public**

Purpose of Report: For Decision

**LEASE CONCESSION TO OCCUPY LAND AT WEKA PARK,
KAPITI COAST PIPES AND DRUMS (INC).**

PURPOSE OF REPORT

- 1 This report seeks approval to renew the lease concession with Kapiti Coast Pipes and Drums (Inc) on Reserve land at Weka Park, Weka Road, Paraparaumu.

SIGNIFICANCE OF DECISION

- 2 The Council's Significance Policy is not triggered by this report.

BACKGROUND

- 3 The agreement is for the land area shown hatched in Appendix 2, being a part of Lot 103 DP 14480 at Weka Park on Weka Road, known as Scots Hall.
- 4 The land is owned and managed by Kāpiti Coast District Council under Section 28 of the Reserves Act 1977. The Council's role under this section is to provide areas for recreation and sporting activities and the physical welfare and enjoyment of the public, and for the protection of the natural environment. Under the Act the land described is classified Recreation Reserve.
- 5 The Paraparaumu and Districts Highland Pipe Band concession to occupy expired on 31 October 2008 after a term of 11 years and a further two terms of 11 years, commencing 01 November 1975. Kapiti Coast Pipes and Drums have continued to pay the annual rental since the concession expired.
- 6 The Paraparaumu and Districts Highland Pipe Band, the original Lessees of the property have changed their name to Kapiti Coast Pipes and Drums (Inc).
- 7 Kapiti Coast Pipes and Drums have used the facility jointly with the Kapiti Caledonian Society Incorporated. In a 2009 letter to Council from Maude & Miller Barristers & Solicitors they advised that a new lease agreement should only consider Paraparaumu and Districts Highland Pipe Band as the head Lessee. A sub-lease would be entered into between Paraparaumu and Districts Highland Pipe Band and the Kapiti Caledonian Society.
- 8 This is permitted under Section 115 of the Reserves Act 1977 and is allowed under the standard lease conditions with the prior written consent of Council.

- 9 Kapiti Coast Pipes and Drums (Inc) has advised Council they would like to renew the expired concession for land use at Weka Park for a further 10 year term commencing 01 November 2014, with two further 10 year rights of renewal at a cost to the club of \$398 per annum, with an annual review. This aligns with charges set out in the Long Term Plan and the current policy on Reserve Land Rentals shown in Appendix 1.
- 10 The Council may terminate the lease under Clause 14 of the standard lease if applied (Appendix 3).

CONSIDERATIONS

Issues

- 11 A “concession” by definition is a permit, lease or licence which allows any activity authorised by the concession document under the provisions of Section 59A of the Reserves Act 1977.
- 12 There are limitations on activities that are permitted in this site subject to the Reserves Act (1977). The activities proposed are consistent with the Act’s land classification which is designated recreation reserve.
- 13 Kapiti Coast Pipes and Drums (formerly Paraparaumu and Districts Highland Pipe Band) have had a concession to occupy the land on Weka Park since November 1975. The area to be occupied is shown in Appendix 2.
- 14 It is proposed the concession activity will continue to provide a space for a clubrooms and activities directly associated with Kapiti Coast Pipes and Drums and such other recreational uses as the lessor may approve on the land.
- 15 In 2008 a lease renewal process was started which appeared to stall. Kapiti Coast Pipes and Drums wish to modify the standard terms to allow them to provide for alternate activities (e.g. hire hall out for functions) without having to notify and consult with Council on every occasion. They consider that their facilities provide for general community usage. As a comparison precedent The Kapiti Senior Citizens Centre previously had a clause in their lease allowing the holding of private functions.

Financial Considerations

- 16 The lease will include annual rental to be paid at the appropriate rate set annually by the Council in either the Long Term Plan or Annual Plan. Costs associated with a preparing new lease are required to be covered by the Lessee.

Legal Considerations

- 17 New lease documentation will be drafted and will be reviewed by the Council’s legal advisor before being presented to Kapiti Coast Pipes and Drums for signing.

Delegation

- 18 The Committee may make a decision under the following delegation in Section B.1. paragraph 7.3 of the Governance Structure:

“Authority to exercise the functions, powers and duties of the Council under the Reserves Act 1977 or any other statute, regulation or bylaw relating to the management and control, maintenance and operation of parks and reserves, except as delegated to Community Boards or officers. This authority encompasses the power to: grant leases for reserve land.”

Consultation

- 19 As this is a renewal of an existing occupation of 33 years neither the Community Board, community or others have been formally consulted in this matter. The Chair of the Paraparaumu/Raumati Community Board has provided informal feedback and is supportive of the renewal.

Policy Implications

- 20 There are no policy issues arising from this decision.

Tāngata Whenua Considerations

- 21 There are no known issues for consideration relating to iwi or the Treaty of Waitangi.

Publicity Considerations

- 22 No public notification is required as this concession is being treated as a reissue of permit under the Reserves Act 1977.

RECOMMENDATIONS

- 23 That the Committee authorises Council to enter into a concession for 10 years with two further 10 year rights of renewal, commencing 01 November 2014 with Kapiti Coast Pipes and Drums (Inc), for the land at Weka Park shown in Appendix 2 to report CS-12-759 at an annual rental set by the Council in the Long Term Plan or Annual Plan.

Report prepared by:	Approved for submission by:	
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Leisure and Open Space Planner	Group Manager Community Services	Group Manager Infrastructure Services

ATTACHMENTS:

- Appendix 1: Reserve Land Rentals
 Appendix 2: Plan of land area proposed for concession at Weka Park.
 Appendix 3: Standard Termination Clause

Appendix 1

KĀPITI COAST DISTRICT COUNCIL Reserve Land Rentals	
Reserve Land Type	Charges Effective 1 July 2014 (incl. GST)
Clubs with Liquor Licences	\$794
Clubs without Liquor Licences	\$398
Craft, Hobbies and Other Activities	\$319
Educational (Standard)	\$193
Youth and Service	\$193

Appendix 3

14 Termination

- 14.1 The Lessor may terminate this Lease:
 - 14.1.1 if the rent is in arrears for one (1) month; or
 - 14.1.2 if the Lessee is in default of its obligations under the Lease and that default is continued for one (1) month after notice in writing stating the nature of the default has been given; or
 - 14.1.3 if at any time the Lessor is of the opinion that the Land and Building is not being sufficiently used for the purposes specified in clause 4.1 and after making such enquiries as the Lessor thinks fit and giving the Lessee an opportunity of explaining the usage of the Land and Building the Lessor is satisfied that the Land and Building is not being used sufficiently for the purposes specified in clause 4.1; or
 - 14.1.4 if the Lessor has guaranteed the repayment of any advance made to the Lessee and demand is made of the Lessor under such guarantee; or
 - 14.1.5 upon default by the Lessee as outlined in clause 13; or
 - 14.1.6 if the Lessee (being a company or corporation):
 - a) is wound up or goes into voluntary liquidation (other than for the purpose of reconstruction); or
 - b) enters into any composition with or assignment for the benefit of its creditors; or
 - c) ceases to function; or
 - d) is dissolved by Declaration of the Registrar of Incorporated Societies; or
 - e) is the subject of an order made, or an effective resolution passed, for winding up; or
 - f) has a receiver appointed in respect of the whole or part of the activity or property of the Lessee; or
 - 14.1.7 any assignment of the Lessee's property is made for the benefit of creditors; or
 - 14.1.8 the interest of the Lessee in or under this Lease or in the Building are attached or taken in execution or under any legal process.