

Chairperson and Committee Members
CORPORATE BUSINESS COMMITTEE

15 MAY 2014

Meeting Status: **Public**

Purpose of Report: For Decision

**LEASE CONCESSION TO OCCUPY COUNCIL LAND AT
26 REIKORANGI ROAD, WAIKANAE FOR THE KAPITI COAST
ARCHERY CLUB INCORPORATED**

- 1 This report seeks approval to renew the lease concession with the Kapiti Coast Archery Club Incorporated on land at 26 Reikorangi Road.

SIGNIFICANCE OF DECISION

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

BACKGROUND

- 3 This lease is one of a number of expired leases (11) which have been discovered. The Open Space team will be presenting these leases for Council consideration for renewal over the course of future meetings.
- 4 The agreement is for part of the land area described as Lot 1 DP 3432, Lots 1,2 DP 27528 and Lots 1,2,3 DP 28206 and more particularly that area shown hatched in Appendix 2.
- 5 This area, above the Water Treatment Plant was originally owned by the Wellington Regional Water Board as a buffer zone for the water intakes. This was vested to Council when it took over the plant and is now owned and managed by Kāpiti Coast District Council.
- 6 The Kapiti Coast Archery Club Incorporated concession expired on 30 June 2011 after a six year lease (2 three year terms) with no further right of renewal. The Club has continued to pay rental since expiration of the lease.
- 7 The Kapiti Coast Archery Club Incorporated has advised Council they would like to renew the expired concession for land use at 26 Reikorangi Road for a further three year term commencing 01 July 2014 with two three year rights of renewal. Current rental cost is \$389 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.
- 8 The Council may terminate the lease under Clause 14 of the standard lease if applied (Appendix 3).

CONSIDERATIONS

Issues - land

- 9 The Kapiti Coast Archery Club Incorporated has had concessions to occupy land at 26 Reikorangi Road since July 2005. The area to be occupied is shown in Appendix 2.
- 10 The previous lease was written under the belief that the land is reserve land under the Reserves Act 1977 (the Act). Although investigations during the course of preparing this report indicate there are no records which show that the land is a reserve under the Act; the land has been leased as if it was a reserve. In the past, the land has been leased under the authority or recommendation of the Parks Manager.
- 11 Council owns six parcels of land upstream of the Waikanae water treatment plant, only one of which is classified as reserve (Appendix 4). These parcels also include all or a portion of three District Plan noted ecological sites, two of which are QEII covenanted. The option of classifying all of the Council owned parcels of land as one reserve will be considered and separately reported to the Council. It would be possible to designate different areas of the land for different purposes under the Act.

Issues – water treatment plant

- 12 The water treatment plant is immediately adjacent to the land and planting the land with native bush and removing all activities would reduce possible contamination to the water intakes.
- 13 The opposite bank of the Waikanae River adjacent to the Council land is grazed and much of the grazed land comes right down to the river. Contamination of the river and consequently the intakes will not be largely reduced by the exclusion of all activities on the Council land as much of the upstream land along the river is grazed and contaminants are carried all the way down the river.
- 14 The proposed lease area does not include the bush area along the riverbank. Archery Club interaction with the river is minimal and would not have any measurable effect on the water. Lease documentation would specifically exclude access to the riverbank by the Archery Club.
- 15 It is considered that the effect of the Archery Club on the water treatment plant is not significant and that it is appropriate for a new lease to be offered. It is proposed the concession activity will continue to cater for field archery as it has in the past and such other recreational uses as the lessor may approve on the land.

Issues – club

- 16 Archery by its nature is a potentially dangerous sport if not well managed. However the Club has had no injuries or accidents in the course of their history. The courses require a static shooting position with clearly defined targets, clear fields of view and safety zones. It would be a condition of the lease that a health and safety plan to manage archery activity must be provided to the Council. The Club would not be permitted to shoot towards the water treatment plant.

- 17 The Archery Club runs introductory courses over three sessions on the first and last Sunday of each month hosted by NZFAA (New Zealand Field Archery Association) qualified coaches. The first session is free with a charge of \$40 for the next 2 two hour sessions. The courses have historically been very popular.
- 18 The Club has grown from 13 members three years ago to 42 members as of late 2013.
- 19 The area is used weekly for a variety of events over five courses. The land is also regularly used at other times by Club members for practice, most often on Wednesday nights. The distance of an archery shoot on the 5 main courses ranges from approximately 10-75 metres.
- 20 The Club is keen to remain on the land as it also offers enough space to enable shooting over longer distances. 80 yards is a requirement for International Field Archery Association (IFAA) rounds. If the club loses the IFAA rounds it could affect the Club's ability to be IFAA affiliated and the Club's members would not be able to take part in any of their competitions.
- 21 If a new lease is not granted Council may be under pressure to find the Club a new site which is suitable for their requirements, which would be very difficult given the space they need to run effectively.

Financial Considerations

- 22 The lease would 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 preparing a new lease are required to be covered by the Lessee. It is assumed that the rental charges will still align with the charges set out for reserves in the Plans.

Legal Considerations

- 23 New lease documentation will be drafted and will be reviewed by the Council's legal advisor before being presented to the Archery Club for signature. The previous lease was written to take effect under the Reserves Act 1977. New Lease documentation will continue to consider the principles of the Act as the land will continue to be treated as if it was a reserve.

Delegation

- 24 The Committee may make a decision under the following delegation in Section B.3. paragraph 7.14 of the Governance Structure:

“With the exception of reserve land leases, the Committee has the power to:

- Grant leases of Council land or non-residential buildings where the term of the lease is greater than 1 year or where the annual rent is greater than \$22,000; and
- Grant licences to occupy Council land where the term of the licence is greater than 1 year.”

Consultation

- 25 This report has been distributed to the Chair of the Waikanae Community Board for comment.

Policy Implications

26 There are no policy issues arising from this decision.

Tāngata Whenua Considerations

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

Publicity Considerations

28 No public notification is required.

RECOMMENDATIONS

29 That the Committee gives approval to enter into a concession for three years with two three year rights of renewal, commencing 01 July 2011 between the Kapiti Coast District Council and the Kapiti Archery Club Incorporated, for the land at 26 Reikorangi Road shown in Appendix 2 to report CS-12-758 at an annual rental set by the Council in the Long Term Plan or Annual Plan.

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ATTACHMENTS:

Appendix 1: Reserve Land Rentals

Appendix 2: Plan of land area proposed for concession at 26 Reikorangi Road.

Appendix 3: Standard Termination Clause

Appendix 4: Council owned land block types upstream of the Waikanae water treatment plant

Appendix 1

KĀPITI COAST DISTRICT COUNCIL Reserve Land Rentals	
Reserve Land Type	Charges Effective 1 July 2013 (incl. GST)
Clubs with Liquor Licences	\$776
Clubs without Liquor Licences	\$389
Craft, Hobbies and Other Activities	\$311
Educational (Montessori)	\$311
Educational (Standard)	\$189
Youth and Service	\$189

Appendix 2

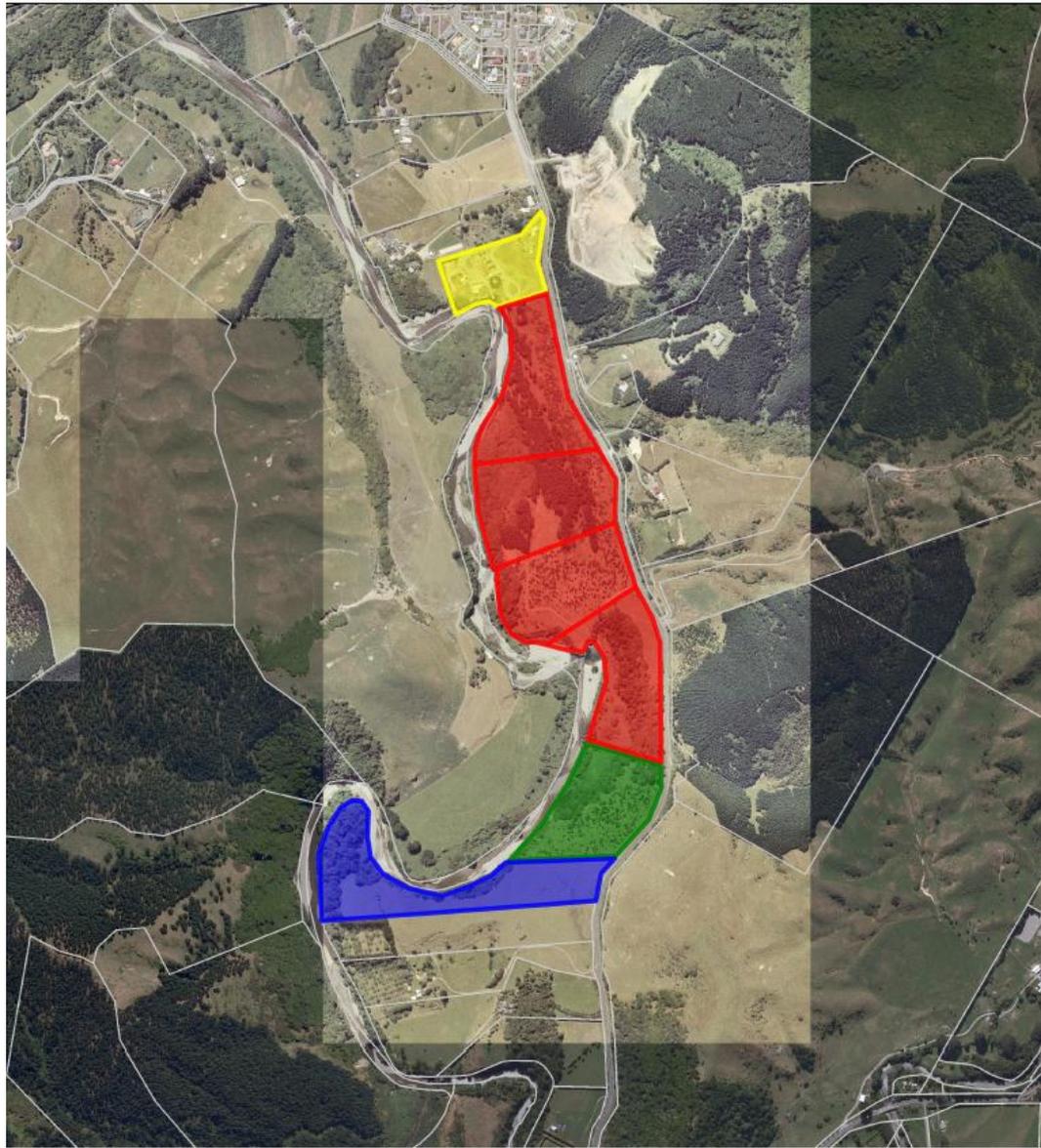


Appendix 3

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.

Appendix 4



Reikorangi Block Types

-  Water Treatment Plant
-  Water Intake & Treatment Plant
-  Recreation Reserve
-  Water Catchment Area

(Notes taken from GIS & NCS documentation)