

**Wanaka Community Board
16 December 2015**

Report for Agenda Item: 3

Department: Infrastructure and Property

New Licence – Wanaka Disc Golf Club

Purpose

The purpose of this report is to consider an Agreement with Wanaka Disc Golf Club pursuant to section 53 (1)(f) of the Reserves Act 1977 to use the existing Disc Golf course in Lismore Recreation Reserve exclusively for tournaments for a prescribed number of days per annum.

Recommendations

That the Wanaka Community Board:

1. **Note** the contents of this report;
2. **Agree** to enter into an Agreement with Wanaka Disc Golf Club pursuant to section 53 (1)(f) of the Reserves Act 1977 for use of the Lismore Recreation Reserve, Part Section 90 Block IX Town of Wanaka, for a period of 5 years subject to the following conditions;
 - a. The term be for a period of 5 years.
 - b. The applicant be allowed to exclusively use the course for tournaments for a prescribed number of days per annum (not to exceed 10).
 - c. The general public be allowed access to the course at all times except when the course is being used for tournaments.
 - d. The applicant not to use the course on days when the reserve is required for organised School Events.
 - e. The applicant shall maintain the course at their cost provided that maintenance shall be restricted to course structures and signs installed by the Club.
 - f. The applicant shall relocate all or any of the tees and targets if instructed to do so by Council or their representative.
 - g. The applicant must give the Council and the general public twenty eight (28) days written notice of the days the course will be closed to the public for tournament use. The Council can refuse any particular day for tournament use if another event has been organised for that day.

- h. The applicant pay or fees associated with the drafting and execution of the Agreement.

Prepared by:



Blake Hoger
APL Property
Property Manager

3/12/2015

Reviewed and Authorised by:



Stephen Quin
Parks Planning Manager
QLDC

3/12/2015

Background

- 1 The Wanaka Community Board considered a request from Wanaka Disc Golf Club to construct a disc golf course at their meeting of November 2010 and passed the following resolution:

On the motion of Councillor Battson and Mr Copland it was resolved that the Wanaka Community Board receive the report and approves to go out to public consultation as per the Reserves Act, the proposal to construct a Disc Golf Course on Lismore park as per the attached application.

That the hearing panel consist of Messrs Copland and O'Connor and Councillor Battson.

- 2 Council's intention to grant a licence for the proposed disc golf course was notified in December 2010 with submissions closing at the end of January 2011. A total of 75 submissions were received, 64 in favour, 1 conditional and 10 in opposition.
- 3 The proposal was viewed with two distinct perspectives;
- 4 Supporters referred to disc golf as being an inexpensive activity that can be enjoyed by all in most weathers. They felt the topography and location of Lismore Park is ideal, particularly near to both town and schools and is not currently widely used. They confirmed that its presence would not affect the open nature of the park, and that disc golf players will watch out for, and give way to, other users of the park. They advised that most disc golf throughout the world is played on courses shared with other recreational users.
- 5 Opponents were concerned that the activity is not passive (as required by policy 13.2 of the Lismore Park, Kelly's Flat and Allenby Park Management Plan) and that it would create such a conflict (real or perceived) with passive users such as walkers and that those people would be forced to go elsewhere. They were concerned that extra foot traffic, particularly around the

tees, would damage the delicate grass on the park and cause erosion, and that there is not sufficient car parking. Some were concerned that the consultation was not adequate and that submissions should only be allowed from ratepayers.

- 6 A hearing was held at the Lake Wanaka Centre on 7 March 2011 with 11 submitters speaking in support of their submissions.
- 7 Following the hearing, the panel reserved its decision and continued discussions and sought some additional information. The Department of Conservation recommended that, rather than granting a licence, Council could allow the disc golf course to be laid out pursuant to Section 53 (1)(c) of the Reserves Act 1977 and that Council enter into an agreement with the club pursuant to Section 53 (1)(f) to allow the club to use the course exclusively for tournaments on a prescribed number of days per annum, and to delegate the responsibility for maintenance to the club. Following this advice the hearing panel made the following recommendation to the Community Board;
 1. Pursuant to section 53 (1)(c) of the Reserves Act 1977, Queenstown Lakes District Council (QLDC) permit disc (frisbee) golf on Lismore Park, and that a course be laid out according to the design proposed by Wanaka Disc Golf Club.
 2. That the public are to have access to play disc golf on Lismore Park at all times, except where it needs to be closed for school events and Wanaka Disc Golf Club tournaments as outlined below.
 3. That QLDC enter into an agreement with Wanaka Disc Golf Club pursuant to section 53 (1)(f) of the Reserves Act 1977 to use the Disc Golf course on 10 days per annum for the term of the agreement (2 years). The agreement will require Wanaka Disc Golf Club to maintain the Disc Golf Course and to relocate some tees if instructed to do so by QLDC Property Manager. Wanaka Disc Golf Club to notify Council and the public when the course is to be closed to the public. Disc Golf Tournaments will not be held on days that the schools require the reserve for organised events.
 4. At the end of 2 years the agreement will be reviewed to assess the impact of the activity on the Park and on other users of it.
- 8 The Wanaka Community Board passed the following resolution at their meeting of 20 April 2011;

On the motion of Messrs Copland and O'Connor it was resolved that this report be received and; That the Wanaka Community Board approve an agreement being entered into with Wanaka Disc Golf subject to sections 53 (c) and (f) to allow them to construct and maintain a course on Lismore Park and to have exclusive use of the course for tournaments for up to ten days per annum for two years from the course being completed, after which the agreement would be reviewed.

- 9 The course was completed 14 March 2013 and the aforementioned Agreement with Wanaka Disc Golf Club commenced. The Agreement subsequently expired 13 March 2015. A new Agreement is therefore being sought.

Comment

- 10 It is proposed that the new Agreement be on the similar terms and conditions of the original agreement, in particular;
- a. The term be for a period of 5 years (originally 2 years)
 - b. The applicant be allowed to exclusively use the course for tournaments for a prescribed number of days per annum (not to exceed 10).
 - c. The general public be allowed access to the course at all times except when the course is being used for tournaments
 - d. The applicant not to use the course on days when the reserve is required for organised School Events.
 - e. The applicant shall maintain the course at their cost provided that maintenance shall be restricted to course structures and signs installed by the Club.
 - f. The applicant shall relocate all or any of the tees and targets if instructed to do so by the Council's property manager.
 - g. The applicant must give the Council and the general public twenty eight (28) days written notice of the days the course will be closed to the public for tournament use.
- 11 The Council's Parks Planning team has been consulted in respect to the new Agreement and noted that the activity does not cause any issues and that they have no concerns with a new Agreement being entered into.
- 12 The matter was discussed at a recent Wanaka Community Board workshop. Councillor Lawton advised that Wanaka Disc Golf Club do a good job of picking up any rubbish and the course creates great activity.
- 13 Comment from the Wanaka Residents Association, an original objector to the activity, has been sought however no reply has been received. Their past President, Mr Graham Dickson, did note his continued dissent when contacted.
- 14 The Lismore Park, Kelly's Flat and Allenby Park Reserve Management Plan includes the following policies for Lismore Park.

5.0 The Council will:

- Preserve in perpetuity Lismore Park, Kelly's Flat and Allenby Park as recreational areas for the enjoyment of Wanaka residents and visitors.
- Encourage and facilitate the use of the reserves for active and passive recreation pursuits.

- 13.1 Retain the open space character of the park.
 - 13.2 Retain the largely passive nature of park with the exception of the mountain bike activity within the forested areas of the park and the occasional use of the reserve by local schools for low impact recreational use.
- 15 The Reserve Management Plan was considered by the Wanaka Community Board when contemplating the initial Agreement. It was determined that the proposed activity would not be in contravention with the Plan or its policies.
- 16 The applicant is of the opinion they should not be liable for fees associated with the drafting and execution of an Agreement. They have provided the following reasoning;
1. Disc Golf Wanaka Inc. is a not for profit organisation that has currently fund raised just under \$20,000 and donated an estimated two hundred hours of volunteer labour to design, install and maintain the disc golf course at Lismore Park in Wanaka.
 2. This valuable facility provides a very well received and much used, free resource to the community.
 3. The presence of the disc golf course at Lismore Park clearly increases the wellbeing and health of a portion of the community by encouraging walking and playing in the park.
 4. The presence of the course clearly reduces instances of vandalism and criminal activities in the park due to the continued presence of players throughout the day.
 5. The presence of the course reduces the build-up of rubbish around the park due to the vested interest of players in keeping the park clean and tidy for their enjoyment.
 6. The presence of the course also provides an additional outdoor educational option for pupils of Mount Aspiring College. Disc Golf is currently on their Outdoor Pursuits curriculum.
- 17 Council officers have been advised of the applicant's position with regard to fees and are of the opinion that rate payers should not have to pay the cost of a new agreement.

Options

- 18 This report identifies and assesses the following reasonably practicable options for assessing the matter as required by section 77 of the Local Government Act 2002:

- 19 Option 1 Agree to enter into an Agreement with the applicant for the use of the Reserve subject to recommended terms and conditions stated above ensuring that the costs to draft and execute the Agreement is paid for by the applicant.

Advantages:

- 20 A local Community Group will be able to continue holding tournaments at the Reserve for a prescribed number of days per annum.

- 21 There will be no legal costs for the Council.

Disadvantages:

- 22 Members of the community may not appreciate the reserve being exclusively occupied by another group.

- 23 The applicant may not wish to pay the legal fees and as such may refuse to continue maintaining the disc golf facilities. This could result in the loss of a public resource or, alternatively, the Council may be required to fund the ongoing maintenance.

- 24 Option 2 Agree to enter into an Agreement with the applicant for the use of the Reserve subject to recommended terms and conditions stated above and have Council pay the legal costs to draft and execute the Agreement.

Advantages:

- 25 A local Community Group will be able to continue holding tournaments at the Reserve for a prescribed number of days per annum.

Disadvantages:

- 26 Members of the community may not appreciate the reserve being exclusively occupied by another group.

- 27 Ratepayers will be required to contribute to legal fees for an Agreement which could be perceived to only benefit disc golf club members participating in tournaments.

- 28 Option 3 To enter into an Agreement with the applicant for the use of the Reserve, subject to alternative terms and conditions.

Advantages:

- 29 There may be a benefit to Council or the applicant if the terms and conditions are varied.

Disadvantages:

- 30 The applicant may not agree to different terms and conditions.

- 31 Option 4 To approve notification of Council's intention to enter into an Agreement with the applicant for the use of the Reserve.

Advantages:

32 The general public will have an opportunity to express their opinion on the exclusive use of the Reserve for Disc Golf tournaments.

Disadvantages:

33 A decision on the matter will be delayed.

34 Option 5 To decline entering into an Agreement with the applicant for the use of the Reserve.

Advantages:

35 The Disc Golf Course will be free for public use throughout the year.

Disadvantages:

36 A community group will no longer be able to occupy the reserve exclusively to hold tournaments at the Wanaka Disc Golf Course.

37 This report recommends **Option 1** for addressing the matter on the advice of Council officers.

Significance and Engagement

38 This matter is of medium significance, as determined by reference to the Council's Significance and Engagement Policy as, although it does not involve Council's significant assets, it is of reasonable importance to the Queenstown Lakes District and the community as demonstrated by the level of interest generated through the previous notification. It is consistent with policy and strategy and does not impact on Council's capability and capacity.

Risk

39 This matter relates to the operational risk OR027, Delivering levels of service as documented in the Council's risk register. The risk is classed as medium. The matter relates to this risk because it promotes the use of an open space for a specific purpose, requiring a different level of ground service for the community. This report therefore recommends that risk OR027 is tolerated and that the operational risks associated with granting the licence are considered at the time a decision on the application is made.

40 This matter also relates to operational risk OR11 decision making – working within legislation. The risk is classed as low. The matter relates to this risk because the options highlighted require the Council to follow a regulatory process in order to grant a licence. A variety of operational risks (such as meeting levels of service, regulatory compliance and the health and safety risks associated with parties using reserves land) are triggered when the Council considers whether or not to grant the licence requested by Wanaka Disc Golf Club. This report therefore recommends that risk OR11 is tolerated. Deferring consideration of

operational risks will not affect Council's ability to manage those risks in this case.

Financial Implications

- 41 The applicant holds the position that they are providing and maintaining a valuable community resource and, as such, is opposed to contributing to legal fees for the drafting of a new agreement.
- 42 Legal Fees are estimated at \$1,000.00 and it is recommended that the Council not cover these costs.
- 43 Subject to the decision of this report, the Council will contribute costs and officer time towards developing and installing signage for the Wanaka Disc Golf Course.

Council Policies, Strategies and Bylaws

- 44 The following Council policies, strategies and bylaws were considered:
 - 45 Lismore Park, Kelly's Flat and Allenby Park Reserve Management Plan 2008 - The activity has been deemed to conform with the management plan.
 - 46 This matter is not included in the 10-Year Plan/Annual Plan - Approving the agreement will not significantly add to planned revenue or expenditure over and above existing parks and reserves provisions.

Local Government Act 2002 Purpose Provisions

- 47 The recommended option:
 - 48 Will help meet the current and future needs of communities for good-quality local infrastructure, local public services, and performance of regulatory functions in a way that is most cost-effective for households and businesses by permitting tournaments which positively effects the community, and promotes Wanaka; and
 - 49 Can be implemented through current funding under the 10-Year Plan; and
 - 50 Is consistent with the Council's plans and policies; and
 - 51 Would not alter significantly the intended level of service provision for any significant activity undertaken by or on behalf of the Council, or transfer the ownership or control of a strategic asset to or from the Council.

Consultation: Community Views and Preferences

- 52 Public notice with respect to Council's intention to enter Agreements over reserves under Section 53 (1)(f) of the Reserves Act 1977 is not required.

Attachments

- A Original Agreement with Wanaka Disc Golf Club
- B Site Plan of Disc Golf Course

DATED

30/8

2011

QUEENSTOWN-LAKES DISTRICT COUNCIL

(the Council)

WANAKA DISC GOLF CLUB INCORPORATED

(the Club)

AGREEMENT

MACALISTER TODD PHILLIPS

Barristers, Solicitors, Notaries

Queenstown/Alexandra/Wanaka/Cromwell

Ph: (03) 441 0125 - Fax: (03) 442 8116

Email: maildesk@mactodd.co.nz

P O Box 653

QUEENSTOWN

AGREEMENT

DATED

30/8

2011

PARTIES:

- (1) **QUEENSTOWN-LAKES DISTRICT COUNCIL** A Body Corporate under the Local Government Act 2002 (hereinafter called "**the Council**")
- (2) **WANAKA DISC GOLF CLUB INCORPORATED** (hereinafter called "**the Club**")

BACKGROUND

- A. The Council is the Administering body for that recreational reserve known as Lismore Park, Lismore Street, Wanaka, more particularly described in Schedule A hereto (**the Reserve**).
- B. The Council has agreed to allow the Club to use the Reserve for sporting activities pursuant to Section 53(1)(c) of the Reserves Act 1977 on the terms and conditions set out in this Agreement.
- C. This Agreement is made pursuant to Section 53(f) of the Reserves Act 1997.

AGREEMENT

Commence 14/3/13

- 1) The term of this Agreement shall be for a term of two (2) years commencing on the date that construction of the disc golf course is completed and ending two (2) years after that date.
- 2) The Club shall be permitted to use the Reserve for the sporting activities set out in Schedule B (**"the Activity"**) during the term of this Agreement, but subject to the conditions set out in Schedule C.

- 3) To ensure that the Club complies with Section 53(f) of the Reserves Act 1997 the Club shall not carry out the Activity on more than six (6) consecutive days or for more than ten (10) days in any one year of the term of this Agreement.
- 4) The Club shall pay to the Council the concession fee set out in Schedule D and in the manner described in Schedule D.
- 5) The Club will prior to the commencement of this Agreement provide to the Council's satisfaction full details of the Club's public liability insurance and health and safety plans for the proposed Activity. The Club shall not commence the Activity until such public liability insurance and health and safety plan has been approved by the Council in writing.
- 6) The Club shall ensure that all of its clients:
 - Adhere to all rules and regulations imposed by the Council for the Reserve and for any specific walkway trail on that Reserve;
 - Respect the rights of other users of the Reserve and any walking trails thereon;
 - Cause no littering of rubbish in the Reserve and remove all rubbish and waste matter from the Reserve after such Activity;
 - Do not damage or destroy any vegetation on the Reserve;
 - Do nothing which may constitute a nuisance to any other person lawfully using the Reserve or any walking trail thereon, or to any person owning land adjoining the Reserve PROVIDED THAT the carrying out of the Activity in accordance with this Agreement shall not constitute a nuisance.
- 7) The Club will indemnify and keep indemnified the Council against any actions, proceedings, costs claims, demands or fines pursuant to any Statute, Regulation, Ordinance or Bylaw arising from any breach or non compliance by the Club or any of its members, invitees or clients with the terms of this Agreement.
- 8) The Council will make a minor amendment to the Lismore Park Management Plan to allow disc golf on the Reserve, pursuant to the terms of this Agreement.
- 9) At the expiry of the term of this Agreement the Council shall carry out a review of the Activity to assess the impact of the Activity on the Reserve and the users of the Reserve.

SCHEDULE A

(Legal description of the Reserves)

Lismore Recreation Reserve described as Part Section 90 Block IX Town of Wanaka Gazette Notice 1983 page 1934 and shown coloured green on the attached Plan A.

SCHEDULE B

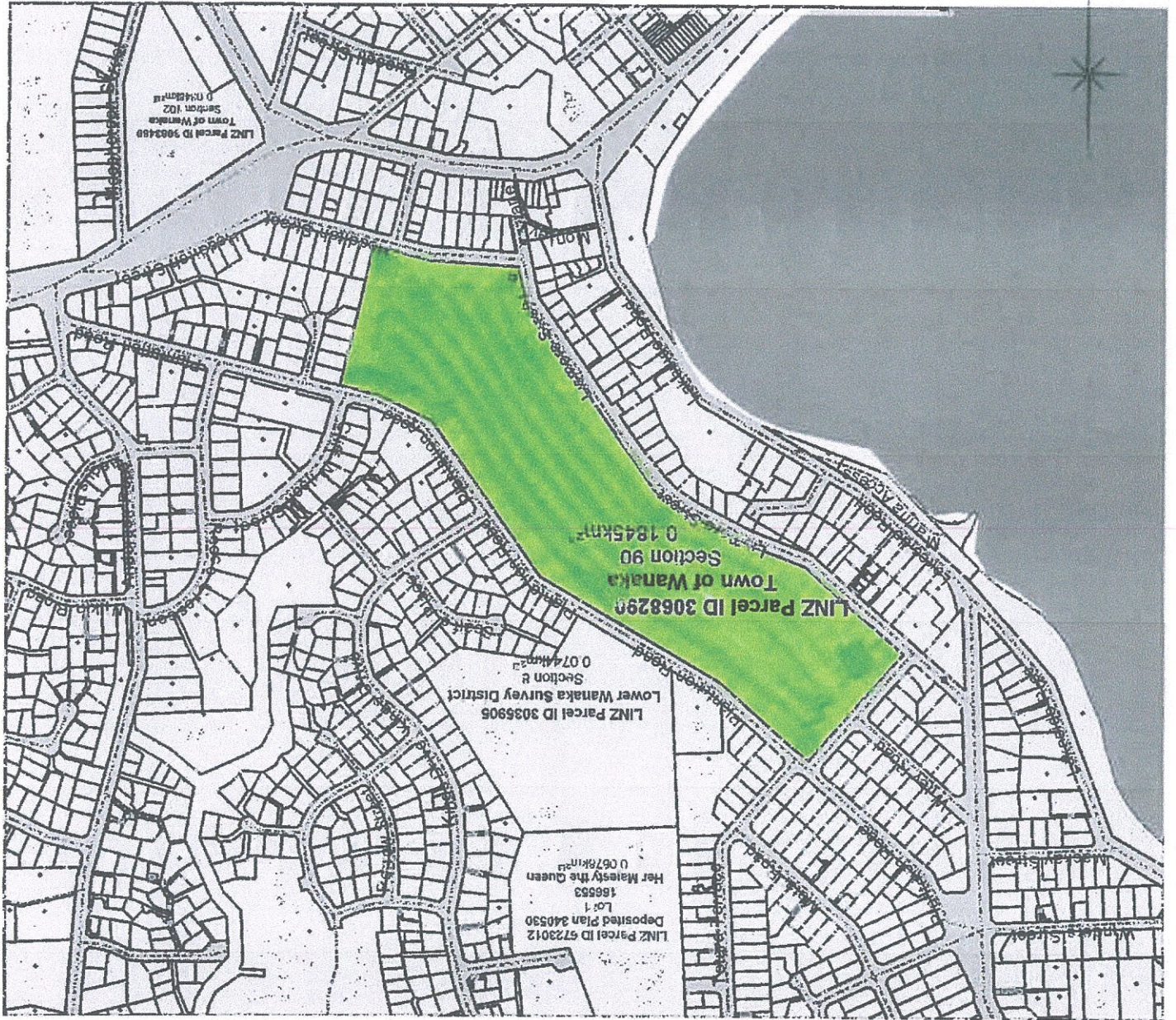
(Details of the Activity)

1. To lay out a disc golf course on part of the Reserve in accordance with the lay out Plan B attached hereto. The Club shall be responsible for the cost of installing all structures and signs required for the course as are approved by the Council.
2. To use the course for disc golf exclusively for tournaments on a prescribed number of days per annum (not to exceed 10).
3. To allow the general public access to the disc golf course at all times except when the course is used for tournaments.

SCHEDULE C

(Conditions imposed on the Activity)

1. The Club shall not use the course on days when the Reserve is required for organised school events.
2. The Club shall maintain the disc golf course at the cost of the Club, PROVIDED THAT maintenance shall be restricted to course structures and signs installed by the Club and shall not include the mowing of the grass which shall remain the Council's responsibility.
3. The Club shall relocate all or any of the disc golf tees and targets if instructed to do so by the Council's property manager.
4. The Club must give the Council and the general public twenty eight (28) days written notice of the days the course will be closed to the public for tournament use, having first liaised with the school to ensure the proposed tournament dates do not clash with school events.



“ A ”



"B"

SCHEDULE D
(The Concession Fee)

One Dollar (\$1.00) plus GST (if demanded).

The Common Seal of

QUEENSTOWN-LAKES DISTRICT COUNCIL

was hereto affixed in the presence of



Janessa van Uden

SIGNED for and on behalf of

WANAKA DISC GOLF CLUB INCORPORATED

in the presence of:

Hazen Simson

Director

[Signature]

Director/Authorised Signatory

[Signature]

Signature

MARTIN NEVILLE GALLEY

Full Name

4 WEXFORD STREET
ALBERT TOWN, WANAKA 9305

Address

CONSULTANT

Occupation

"B"

