

## D & M Lind

### Supports proposal

**Submission:** As new rate payers to the district, we support any proposal that gets a better return for the residents and rate payers of the district.

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## Nigel Sadlier

### Supports proposal

**Submission:** I support the proposal to grant long-term lease to a private operator for the management of various campgrounds. However, effective long-term management of the campgrounds would require the ability to control/restrict non-guest access to the campgrounds and associated facilities. I request that Council give careful consideration to the reserve status of the land in relation to the safety and security of paying campground guests in order to ensure effective long-term management of the campgrounds.

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## Diana Cocks

### Supports proposal

**Submission:** Unless in exceptional circumstances, I believe the Queenstown Lakes District Council, should not be involved in commercial operations in direct competition with similar operators who pay commercial rates to the QLDC. The Council's decision last year to step back from owning and operating Holiday Parks in the district is commended but, with the current short-term lease arrangement, doesn't go far enough to encourage the Parks' lessee, CCR, to develop these Parks to their full potential. The Parks, particularly in Queenstown and Wanaka, are located in prize positions but have been allowed to languish. In my opinion, insufficient, or inappropriate, funds have been spent on these businesses by the QLDC and opportunities to upgrade and improve facilities have been squandered. With the increasing dependence of this district's economy on the tourism dollar, this Council owned real estate is too valuable to be left in "a holding pattern" - which is the best a short-term lease inspires. In less than a year, the new management of CCR has proven its capable of revitalising these Parks. I have learned of some of the new managers' plans for these Parks; plans to not only modernise and beautify the Parks, but also to make them more sustainable operations. But the motivation to invest in these plans, thereby developing the full potential of these parks, can only be fully realised with a long-term lease of at least 25 years. Such a length of time will provide some surety to CCR that their substantial and ongoing investment in the Parks will be worthwhile. Therefore, I concur with the Council's objective to grant a long-term lease to the CCR to improve the Parks' return to the ratepayers and reduce potential future liabilities. A long-term lease, of at least

25 years, should provide certainty for the operator and give them an incentive to make capital improvements to the properties. I also support the proposal that Council sell the business component (including equipment and chattels) of the holiday parks to the operator.

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## Florence Micoud

### Supports proposal

**Submission:** I think a long term lease is the best way for a private operator to invest in the campgrounds. I particularly trust that the current management team (CCR) will enable a sustainable development of these valuable public lands, financially, environmentally, socially and ethically.

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## Sue Coutts

### Supports proposal

**Submission:** Support the proposal Gives the operator certainty they need to be able to invest in facilities and maintenance Current operators in Wanaka area are doing a great job want to see them have an opportunity to build on the work they have put in so far. Need to create a stable base so their business skills can generate good outcomes for everyone - holiday makers, ratepayers and the operators.

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## Lesley M Anderson

### Opposes proposal

**Submission:** The Wanaka Lakefront Reserves Management Plan 2.3.4 states that Council reserves are to be operated in house as opposed to leases arrangements. I do not believe that a long term lease is beneficial to ratepayers and would only be beneficial to the Holiday park operator. I feel that this particularly is true where the reserve is adjacent to any waterways or Lake Wanaka itself. On the maps the Holiday Parks are shown as extending to the lake edge. What of the Queens Chain and the rights of ratepayers to be allowed to access the lakeshore... through a campground which extends to the lake. I refer particularly to Albert town and Glendhu Bay. Although there is a small area for day visitors at Glendhu Bay the nicest part of the bay is taken over by the campground. And are day visitors allowed there, I have heard otherwise.

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## Coleen and Stuart Landsborough

### Supports proposal

**Submission:** We support the idea of a long term lease/s, but how long is long term and only if the council can protect the standards of facilities of the camps under a long term lease. We understand that it would take the council a lot of time and money to manage these campgrounds and it makes good sense to grant a long term lease, so long as that long term lease/s gives the council a reasonable return on their assets and the terms of the lease can be renewed/adjusted from time to time. It must also include standards that must be met by the lessee to ensure the camps are well looked after and if standards are not met, the lease/s can be cancelled. We believe the camp grounds are very good assets for the area providing alternative accommodation for visitors and those travelling in campervans and caravans. These camp grounds should not operate as anything else but campgrounds and should be kept as "Kiwi Park" and/or "Holiday Park" standard to keep them as affordable as possible, especially for New Zealanders on holiday.

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## Graham Dickson

### Opposes proposal

**Submission:** Submission on Leasing of Reserves for Holiday Parks Reserves Act: The Reserves Act sets out the purpose of recreation reserves as: "for the purpose of providing areas for the recreation and sporting activities and the physical welfare and enjoyment of the public, and for the protection of the natural environment and beauty of the countryside, with emphasis on the retention of open spaces and on outdoor recreational activities, including recreational tracks in the countryside." However, the Council's Long Term Lease summary says the council's purpose in leasing these recreation reserves is: "The objective of Council granting a long-term lease to a private operator is to improve the return to the ratepayers and reduce potential future liabilities." This is contrary to the purpose of the reserves act. The purpose of recreation reserves is to provide recreational opportunities, not income to the council. Leasing for a camp ground may be a good way of providing recreational opportunities but that should be the purpose of the lease, not improving returns to the council. The lease proposals should be judged on how well they provide for recreational opportunities, not on the financial returns to the council. My other main concerns with the proposal are to do with public access to reserves. Glendhu Bay This reserve occupies most of Glendhu Bay with its good beach and back up land. It is intensively used for camping for a few weeks of the year and can appropriately be used exclusively for a camp ground for this period. However, for some 10 months of the year this very large reserve has only a handful of users and a lot of stored caravans and if leased the public would have no rights of access to the underutilised beach and reserves. This does not seem a good use of a prime recreation reserve. I consider that any lease could give exclusive use of the reserves as a camp ground for the busy summer months but for the remainder of the year the public should have the right to enter and use the reserve during the day for picnics, swimming, fishing etc. This would improve the public benefit from this recreation reserves in accordance with the intentions of the Act. Albert Town Reserve This reserve provides

one of the best public access points to the Clutha River. It is used by the public for access for boating, swimming and fishing as well as picnics. As well as this it is the access point for the Deans Bank cycle track and associated walkway along the Clutha. These uses are important to the community and should not be compromised in any way by proposals to lease the area for a motor camp, and should have priority over motor camp use. This recreation reserve should be kept as as an open public reserve, freely available to the public, with the camping co-existing with these activities as it does at present. The lease should only give rights to manage the camping, not give exclusive use for camping and should set out which areas could be available for camping.

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## **Russell Ibbotson**

### **Supports proposal**

**Submission:** Attached as - [HP submission letter 01](#)

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## **Loris King**

### **Supports proposal**

**Submission:** Attached as - [HP submission letter 02](#)

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# JACKSONS FRUIT LTD

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19 May 2014

Queenstown Lakes District Council  
10 Gorge Road  
Private Bag 50072  
**QUEENSTOWN**

## **RE. SUBMISSION RE. CAMPING GROUND**

On behalf of Jacksons Fruit Ltd., I wish to make the following submission in respect of the Council's intention to consider entering into a long term lease for the Council's five Camping Grounds in the Queenstown, Arrowtown and Wanaka areas.

Jacksons Fruit Ltd., as an effected party, being the owner of the freehold of an existing Wanaka Camping Ground, would be prepared to give conditional support to the proposal but subject to strict provisions and a very tight lease. This is considered necessary to ensure that the interests of ratepayers and the Council were fully protected.

In relation to this situation, it is considered extremely important to ensure that there is maximum safeguards put in place to cover all contingencies to ensure that both the Council and ratepayers are not disadvantaged, as could well apply with a long term lease.

It is the understanding of Jacksons Fruit Ltd that the current lease has been of relatively short duration and this does give rise to a situation as to whether it is appropriate to enter into a long term lease, at this point in time. Alternatively whether perhaps there should be a longer initial period of establishment to ensure that Council is fully satisfied in all respects with the proposed lessee.

In any long term lease if the maximum safeguards are not put in place with a very tight lease document, the position could certainly work against the best interests of ratepayers. It would, also, be very difficult to change the agreement if the contractual obligations of the lease are not being adequately met by the tenant. For this very reason it is suggested that any long term lease needs to effectively be a net lease in all respects with maximum safeguards applying to ensure that Council and ratepayers are not disadvantaged in any way.

Another point that Council should perhaps consider is whether it is appropriate and in the best interests of ratepayers to have the five Council Camping Grounds under the control of one operator especially with a long term lease situation. This is as opposed to perhaps having the lease split between several different operators.

The important aspect to consider is that any long term lease is agreed to on a full commercial type basis. This would ensure that fair market rental should apply both in respect of the land and also in relation to the considerable value attaching to existing ratepayer improvements that would form part of any long term lease. Likewise full regard should be had to the question of goodwill and what is a fair market goodwill to attach to a long term lease to ensure that there is equality with other commercial lessees of similar facilities.

Finally, it would be an important consideration of any long term lease that Council does not end up in a situation where it loses control of the facility and is locked into something which has been contrary to the intention of the lease, e.g. income being suppressed to negate rental reviews which should be on a regular basis.

In summary, a long term lease can have both advantages and disadvantages and as such it is important that careful consideration must be given to the final lease format to ensure that full transparency applies and that ratepayers cannot be unfairly disadvantaged in the future. It is assumed that there would be a standard arbitration clause that would help to cover this situation.

Jacksons Fruit Ltd would not wish to be heard at the hearing but would rely on the above matters to be given full consideration by Council.

Thank you for the opportunity of being able to present a submission in relation to this matter.

Yours faithfully

**RW IBBOTSON**  
**Director - Jacksons Fruit Ltd**

QLDC  
Wanaka Service Centre  
Received

13 MAY 2014

**QLDC Holiday Parks Long Term Lease Proposal**

**Submission**

I **fully support** the long term lease proposals for the QLDC Holiday Parks.

I have been a long time advocate of this for the Holiday Parks in Wanaka and am delighted it has got to this stage.

The Wanaka Lakeview Holiday Park and the Glendhu Bay Lakeside Holiday Park have both played significant roles in putting Wanaka on the map so to speak, and in hundreds of instances have been responsible for many residents coming to live here permanently.

The thousands who have enjoyed summer holidays in our camps over the years have contributed significantly to the economy of the area. Busy camps with happy campers are a wonderful sight and make for a vibrant town, plus the spinoff of "word of mouth" advertising is free.

I believe the leases should be 15 years or more.

( I was disappointed that the address of the Wanaka Lakeside Holiday Park was listed in the 'Holiday Parks Long – Term Lease Summary' as McDougall Street when in fact it is Brownston Street Wanaka.)

I wish to be heard in support of my submission.



Loris King

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Wanaka

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12/5/14