

I hereby give notice that an ordinary meeting of the Devonport-Takapuna Local Board Community Forum will be held on:

**Date:** Tuesday, 30 April 2024  
**Time:** 10.00am  
**Meeting Room:** Devonport-Takapuna Local Board Office  
**Venue:** 1-7 The Strand  
Takapuna

---

## Devonport-Takapuna Local Board Community Forum

### OPEN AGENDA

---

#### MEMBERSHIP

<b>Chairperson</b>	Toni van Tonder
<b>Deputy Chairperson</b>	Terence Harpur
<b>Members</b>	Peter Allen Gavin Busch Melissa Powell George Wood, CNZM

(Quorum 3 members)

**Henare King**  
**Democracy Advisor**

**23 April 2024**

Contact Telephone: 027 204 3466  
Email: [henare.king@aucklandcouncil.govt.nz](mailto:henare.king@aucklandcouncil.govt.nz)  
Website: [www.aucklandcouncil.govt.nz](http://www.aucklandcouncil.govt.nz)



---

<b>ITEM</b>	<b>TABLE OF CONTENTS</b>	<b>PAGE</b>
1	Nau mai   Welcome	5
2	Ngā Tamōtanga   Apologies	5
3	Te Whakapuaki i te Whai Pānga   Declaration of Interest	5
4	Te Whakaū i ngā Āmiki   Confirmation of Minutes	5
5	He Tamōtanga Motuhake   Leave of Absence	5
6	Te Mihi   Acknowledgements	5
7	Ngā Petihana   Petitions	5
8	Ngā Tono Whakaaturanga   Deputations	6
	8.1 Lake Pupuke Tennis Club	6
	8.2 Stephen Gardner - Disc Golf in Ngataringa Park	6
9	Te Matapaki Tūmatanui   Public Forum	6
10	Ngā Pakihi Autaia   Extraordinary Business	7
11	Te Whakaaro ki ngā Take Pūtea e Autaia ana   Consideration of Extraordinary Items	



## 1 Nau mai | Welcome

The meeting was opened with a karakia.

Whakataka te hau ki te uru	Cease o winds from the west
Whakataka te hau ki te tonga	Cease o winds from the south
Kia mākinakina ki uta	Bring calm breezes over the land
Kia mātaratara ki tai	Bring calm breezes over the sea
E hī ake ana te atakura	And let the red-tipped dawn come
He tio	With a touch of frost
He huka	A sharpened air
He hau hū	And promise of a glorious day.
Tīhei mauri ora	

## 2 Ngā Tamōtanga | Apologies

At the close of the agenda no apologies had been received.

## 3 Te Whakapuaki i te Whai Pānga | Declaration of Interest

Members are reminded of the need to be vigilant to stand aside from decision making when a conflict arises between their role as a member and any private or other external interest they might have.

## 4 Te Whakaū i ngā Āmiki | Confirmation of Minutes

That the Devonport-Takapuna Local Board:

- a) whakaū / confirm the ordinary minutes of its meeting, held on Tuesday, 27 February 2024, as true and correct.

## 5 He Tamōtanga Motuhake | Leave of Absence

At the close of the agenda no requests for leave of absence had been received.

## 6 Te Mihi | Acknowledgements

At the close of the agenda no requests for acknowledgements had been received.

## 7 Ngā Petihana | Petitions

At the close of the agenda no requests to present petitions had been received.

## 8 Ngā Tono Whakaaturanga | Deputations

Standing Order 7.7 provides for deputations. Those applying for deputations are required to give seven working days notice of subject matter and applications are approved by the Chairperson of the Devonport-Takapuna Local Board. This means that details relating to deputations can be included in the published agenda. Total speaking time per deputation is fifteen minutes or as resolved by the meeting.

### 8.1 Lake Pupuke Tennis Club

#### **Te take mō te pūrongo** **Purpose of the report**

1. Nick Charles (Vice President), Jennie Stewart (President), and Derek Firth (Hon Legal Adviser), will be in attendance to address the board regarding the club's land lease, and dying trees causing health and safety concerns.

#### **Ngā tūhonga** **Recommendation/s**

That the Devonport-Takapuna Local Board Community Forum:

- a) receive the presentation from Lake Pupuke Tennis Club and thank them for their attendance.

#### **Attachments**

- |   |  |    |
|---|--|----|
| A | Lake Pupuke Tennis Club: Letter to Auckland Council on Trees ..... | 13 |
| B | Lake Pupuke Tennis Club: Letter to Auckland Council on Lease.....  | 15 |

### 8.2 Stephen Gardner - Disc Golf in Ngataranga Park

#### **Te take mō te pūrongo** **Purpose of the report**

1. Stephen Gardner and Bob Gentle will be in attendance to address the board regarding the installation of a disc golf course at Ngataranga Park.

#### **Ngā tūhonga** **Recommendation/s**

That the Devonport-Takapuna Local Board Community Forum:

- a) receive the presentation from Stephen Gardner and Bob Hope and thank them for their attendance.

## 9 Te Matapaki Tūmatanui | Public Forum

A period of time (approximately 30 minutes) is set aside for members of the public to address the meeting on matters within its delegated authority. A maximum of three minutes per speaker is allowed, following which there may be questions from members.

At the close of the agenda no requests for public forum had been received.

## 10 Ngā Pakihi Autaia | Extraordinary Business

Section 46A(7) of the Local Government Official Information and Meetings Act 1987 (as amended) states:

“An item that is not on the agenda for a meeting may be dealt with at that meeting if-

- (a) The local authority by resolution so decides; and
- (b) The presiding member explains at the meeting, at a time when it is open to the public,-
  - (i) The reason why the item is not on the agenda; and
  - (ii) The reason why the discussion of the item cannot be delayed until a subsequent meeting.”

Section 46A(7A) of the Local Government Official Information and Meetings Act 1987 (as amended) states:

“Where an item is not on the agenda for a meeting,-

- (a) That item may be discussed at that meeting if-
  - (i) That item is a minor matter relating to the general business of the local authority; and
  - (ii) the presiding member explains at the beginning of the meeting, at a time when it is open to the public, that the item will be discussed at the meeting; but
- (b) no resolution, decision or recommendation may be made in respect of that item except to refer that item to a subsequent meeting of the local authority for further discussion.”









## ATTACHMENTS

Item 8.1	Attachment A	Lake Pupuke Tennis Club: Letter to Auckland Council on Trees	Page 13
Item 8.1	Attachment B	Lake Pupuke Tennis Club: Letter to Auckland Council on Lease	Page 15



Lake Pupuke Tennis Club

38 Lake Pupuke Drive, Takapuna, 0622



Chair and Members  
Devonport – Takapuna Local Board  
Takapuna

19 April 2024

Dear Chair and Members,

Lake Pupuke Tennis Club appreciates this opportunity to briefly update our Local Board members about the club and to raise health and safety issues regarding some dying trees on Auckland Council land.

The club leases land between Lake Pupuke Drive and Taharoto Rd adjoining the sports grounds. We have 4 floodlit astroturf courts, used by members and casual players. We also have one hard court, which is free for the public to use. There is a large club house, which includes a hall and separate upstairs lounge area, along with a viewing pavilion between the upper and lower courts. All of these improvements, including extensive drainage and fencing, were installed by the club. In the past we have qualified for various Charitable Trust grants, which we have used to supplement our own fundraising efforts to maintain and improve the facilities available.

We currently have 170 active members and the courts are used every day, weather permitting. We believe we provide a valuable community service.

We seek the board's support for an health and safety issue with four non-protected macrocarpa trees, all located on council land between the club property and the fields. At least one of these trees is dying, but all of them are hazardous because of falling branches and an enormous falling leaves issue. Falling branches have badly damaged fencing on two courts, resulting in three separate insurance claims over the last two years. After each incident the Council have trimmed branches, however, the trees still overhang the courts and the path that members of the public regularly use when walking through the park. When it is windy, players can hear the trees creaking. If a branch failed while someone was on the courts or walking along the path, they would be seriously injured. We strongly ask that council takes urgent remedial action. These trees serve no useful purpose and would be better replaced by natives.

Again, thank you for this opportunity to attend and address Board members.

Kind regards

Jennie Stewart  
President  
027 485 0945  
[lakepupuketennis@gmail.com](mailto:lakepupuketennis@gmail.com)

Nick Charles  
Vice President  
022 323 0902



Lake Pupuke Tennis Club

38 Lake Pupuke Drive, Takapuna, 0622



Chair and Members  
Devonport – Takapuna Local Board

Cc: Rhiannon Guinness  
Devonport - Takapuna Local Board Advisor

Cc: Tai Stirling  
Auckland Council Community Lease Specialist

19 April 2024

Dear Chair and Members,

We take this opportunity to update you on the position with our lease of the land between Lake Pupuke Drive and Taharoto Road next to the sports fields.

A very short summary of our position is as follows:

An original lease was granted to the club on 20 August 1975. It was for 7 years, from 1 June 1975 with two rights of renewal for 7 years together, making a total possible term of 21 years. It included a provision for compensation for the club for the value of all improvements upon the expiration of the lease if the council does not renew or grant a new lease on the same terms. (We understand that virtually everything now on the land – the clubhouse, courts, fencing, drainage and much more – was built or installed by the club.)

The lease was renewed in 1982 for 7 years. By deed dated 8 October 2003 the lease was renewed for 21 years from 1 June 1989 expiring on 31 May 2010. This was in identical terms to the original by attaching a copy of the original to the deed of renewal.

Thus a position was reached on 31 May 2010 whereby if the lease was not renewed on the same terms, the club would become entitled to substantial compensation.

Since then the club has been confronted with “every trick in the book” by council to avoid the compensation clause. There was delay, a reference to new policies and terms, and extensive negotiations to no avail. These are all addressed in detail in emails dated 8 May 2020, 23 March 2021 and 24 November 2022. Brief précises follow:

- 8 May 2020 - email from our Hon legal adviser Derek Firth to Deepal Chand. This email summarised events. These included that on 22 February 2010 Doug Cole of council submitted a proposed new standard form of lease. Then followed correspondence and on 10 June 2010 Mr Cole agreed to reinstating the compensation clause and on 29 June 2010 Mr Cole said he was to refer the lease to the Transition Authority for approval. The then President confirmed the agreement on 28 July 2010 saying this “brings everything to a conclusion.” Nothing further was heard and the club spent the next 10 years relying on that agreement.
- 23 March 2021 - email from the club to Simpson Grierson, (which had submitted a new draft on 3 March 2021), querying some terms. Negotiations stalled.
- 24 November 2022 - email from the club to the Community Lease Specialist setting out the whole history as above.

Following our attendance at a Local Board workshop on 29 November 2022 we were, on 23 December 2022 sent a Memorandum dated 1 December 2022, which had been endorsed by the Local Board and had then been endorsed under delegated authority by the Manager Leasing on 8 December 2022. It dealt with three societies as a package. The covering email said our concerns

about the original lease had to be referred to Legal Services or Simpson Grierson following which “the lease renewal agreement will be drafted and forwarded..”

On 8 January 2023 we pointed out that

- References by council to a term of 10 years from 1 June 2010 had never been agreed because earlier negotiations with Simpson Grierson had stalled.
- References by council to a concluded lease having been complied with was a mystery because we had never seen such a lease, apparently given the go ahead by the Local Board.
- Our earlier emails dated 23 and 24 November 2022 seemed to have been ignored.
- And we formally asked to see copies of resolutions DT 2021/83 dated 15 June 2021 and DT 2022/96 dated 21 June 2022 and the lease agreements attached or referred to in them.

There was no reply and we asked for a reply on 18 June 2023 and 22 November 2023.

On 11 December 2023 your Local Board Advisor apologised for the delay and said, “Secondly, I would like to assure you that the local board have made no objections to your lease renewal being granted, that your lease has been approved for renewal and is in no danger of being withdrawn, however the internal processing seems to have halted somewhere which is why you have yet to receive the formal documentation.....”

Then, unbelievably, on 20 December 2023 the Community Lease Specialist (with a copy to us) asked Simpson Grierson “to resume the original lease negotiations with [LPTC]”

That was the last word from council regarding the lease apart from an email from the Local Board Advisor on 18 April 2024 repeating what she said on 11 December 2023.

We respectfully make the following points:

1. We are advised that when it comes to contract law (such as a lease agreement) council is in no different position than any individuals such as you or us.
2. A contracting party in our position is not bound by new policies or any other subsequent wish of council.
3. As will be seen from some of the earlier correspondence there was an agreement with a council officer to renew the lease including the compensation clause, but he then seems to have been overridden.
4. Whenever council has submitted a more modern lease in accordance with its changing policies we have always agreed with the changes (although we do not have to) except for the omission of the compensation clause (and a couple of other things which are not in contention).
5. We are confident that if, as we know to be the position, our situation has been referred to Legal Services and other senior officers they will have advised consistently with this letter. We have pointed out that while we may not be entitled to see that legal advice the Ombudsman will certainly be entitled to see it.
6. If some of our people were not of longstanding memory then council will have quite wrongly deprived the club of its lawful rights.
7. Is it not the time for any issues regarding the lease to be fully resolved?

Kind regards

Jennie Stewart  
President  
027 485 0945  
[lakepuketennis@gmail.com](mailto:lakepuketennis@gmail.com)

Nick Charles  
Vice President  
022 323 0902