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Committee Landcare
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Harvey Norman request to construct a driveway over the stopbank at Melling and to lease a section of the Riverside Car Park, Hutt River

1. Purpose

- To present to the Committee an analysis of the Harvey Norman request to construct a vehicular driveway over a section of the Hutt River stopbank at Melling, and to provide a recommendation on that request for the Committee's consideration.
- To recommend that the existing Riverside car park arrangement between Greater Wellington Regional Council (GWRC) and Hutt City Council (HCC) be updated by adding the car park to the existing generic lease agreement between HCC and GWRC.

2. Background

In June 2003, Haines Planning Consultants Limited, acting on behalf of Harvey Norman Stores (NZ) Pty Limited (Harvey Norman), requested Council approval to construct a two-way vehicle crossing over the Hutt River stopbank into the Riverside car park from the proposed Harvey Norman building at Melling.

This original two-way crossing did not meet our technical requirements for floodway capacity or security, nor was it consistent with policy contained in the Hutt River Floodplain Management Plan (HRFMP). The crossing request was turned down and Harvey Norman was informed accordingly in July 2003.

Following a meeting with HCC officers we agreed to revisit the Harvey Norman request. HCC strongly supports the proposed stopbank crossing and car park lease as they are seen to be the key to the proposed Harvey Norman development at Melling proceeding. The store will bring economic and employment benefits to Hutt City. Harvey Norman has since amended their stopbank crossing proposal, following consultation with Flood Protection staff, with the aim of achieving a solution that is acceptable to the Greater Wellington Regional Council (GWRC).

The amended Harvey Norman proposal is contained in their submission dated 31 October 2003 (**Attachment 3**) to the Committee.

3. Proposed stopbank driveway and Riverside car park lease

The proposed Harvey Norman store is to be constructed at the corner of Melling Bridge and Rutherford Street adjacent to the existing stopbank. The stopbank and the adjacent Riverside car park are within the Hutt River corridor, which is owned and managed by GWRC. HCC owns the car park improvements and manage the Riverside pay and display car park under an informal lease arrangement with GWRC. The Riverside car park extends from the Ewen Bridge to the Melling Bridge.

HCC has granted resource consents for the proposed Harvey Norman building, which included a lower ground floor with 92 spaces for car parking. Harvey Norman has decided not to proceed with the construction of the lower ground floor following engineering advice. To compensate for the loss of car park space on the lower ground floor, Harvey Norman is now requesting:

- approval to lease a total of 107 spaces in the Riverside car park for customer and staff car parking. These 107 spaces are located at the northern end of the Riverside car park.
- approval to construct a single lane, exit only driveway over the stopbank to provide a direct connection between the mezzanine floor of the building and the Riverside car park.

Attachment 1 is a plan showing the locations of the proposed Harvey Norman store, driveway and car park.

4. Hutt River Floodplain Management Plan (HRFMP)

The Harvey Norman request for the proposed driveway and car park spaces has to be considered against the requirements for implementing the HRFMP and the Hutt River Environmental Strategy (HRES).

4.1 Proposed improvements – Ewen to Melling

The existing stopbank adjacent to the proposed Harvey Norman building was constructed with loose river gravel in the early 1900's. This stopbank was later capped and raised with compacted weathered quarry overburden in the 1950's. The existing stopbank is generally high enough to contain a flood between a 100-year and 400-year return period. However, the stopbank could fail before reaching this capacity because of structural weaknesses.

The HRFMP sets a high priority for upgrading the Central Business District (CBD) reach (Ewen to Melling) because the current risk of a system failure during a major flood event is relatively high. The HRES vision encourages pedestrian access to link landward and riversides of the stopbank. The HRES also recommends removing car parks to give greater emphasis to recreational uses.

The CBD reach upgrade design process will include:

- design of river channel realignment works and edge protection improvements.
- investigating different options for raising and strengthening the stopbanks on both sides of the river.
- rationalising services including, stormwater, gas, power and vehicular and pedestrian access ways.
- investigating options for environmental enhancement including a review of potential recreational uses of the river berm and car parking arrangements.
- obtaining the necessary resource consents following community and stakeholder consultation.

4.2 Timing for implementation

GWRC's current 10-year plan makes budget provision for completing the CBD reach upgrade design during the period July 2011 to June 2013. We expect GWRC's next 10-year plan to make budget provision for commencing construction works in the 2013/14 financial year.

5. Considering the Harvey Norman request

We have analysed the Harvey Norman proposal against the following four criteria:

- HRFMP policy.
- stopbank security and capacity requirements.
- amenity.
- land held for flood protection purposes.

5.1 HRFMP policy

The HRFMP contains policies to enable GWRC to manage activities in the river corridor that can have a significant effect on scheme security, flood protection assets and the river environment. We have identified three policies, specifically relevant to the driveway proposal.

Policy 8: Requiring high flood protection standards

Policy 8 requires flood protection structures to be built to the highest standard practical for areas that cannot be evacuated and failure could lead to lives being lost. This policy applies to the central business district reach.

The proposed Harvey Norman driveway has been designed to minimise any loss of flood capacity and to maintain the structural integrity of the existing stopbank.

However, as no detailed design work has been done it is not practical at this stage to upgrade the stopbank to the standards recommended by the HRFMP, prior to the proposed crossing being constructed. Any lease or licence arrangements therefore must not compromise GWRC ability to design and construct the most appropriate upgrade solution in 10 – 15 years time.

Policy 15: Replacing bridges

The HRFMP recommends that bridges be improved to pass a 2800 cumec flood at the time of replacement. The existing Melling bridge can pass a 2,300 cumec flood. The timing for the Melling bridge replacement is not known at this stage, and is dependant on a number of possible transport/roading scenarios. The current best estimate is that the replacement is 30 years away.

A number of options including purchasing part of the Harvey Norman site will need to be investigated for the bridge replacement. Therefore any licence or lease arrangement put in place now should not compromise options or cost of the future Melling bridge replacement.

Policy 22: Locating new services in the river corridor

Services in stopbanks or the river corridor can increase the chances of the stopbanks failing and river berms being eroded during floods. Similarly every service crossing introduces a potential failure risk.

Policy 22 requires that new services not be located in or under a stopbank. However we do recognise that some service crossings will be required and our aim is to try and limit service crossings to existing crossings and road access points.

We consider the Harvey Norman crossing a private service crossing, and where there is an existing perfectly good public crossing only 100 metres downstream. Therefore on the face of it the proposal does not comply with this policy.

5.2 Stopbank security and capacity

Existing stopbank

The proposed single lane, one way, vehicle crossing proposed in the Harvey Norman submission is designed to minimise any risk to the stopbank security and to minimise any impact on floodway capacity.

All service crossings however introduce some element of risk to stopbank security. Good engineering can only reduce this risk to low levels, but not eliminate it. The proposed Harvey Norman crossing is considered acceptable, given the present state of the stopbank. Because it will be well engineered, the crossing is unlikely to be the “weakest link in the chain” in a major flood event.

Future improvements

The acceptability of the driveway will need to be reviewed again at the time of the proposed stopbank upgrade. The upgrade design will address all deficiencies in the reach, and review what crossings are appropriate and required. Therefore any approval for the stopbank crossing must not constrain any decisions that may need to be made at the time of the proposed stopbank upgrade.

5.3 Amenity

There are two amenity issues here. The impact on the stopbank walkway (Hutt River Trail) from the additional crossing and traffic, and secondly our Hutt River Environmental Strategy which has a vision of reducing the car parking development to allow a greater emphasis on recreational uses for this section of the Hutt River.

The Harvey Norman driveway proposal is designed to minimise any impacts on users of the stopbank walkway by providing a parallel path and marked pedestrian crossing. The issue of the future use of the adjacent berm area is something that will need to be considered as part of the reach upgrade design programmed for about 10 years time.

5.4 Land held for flood protection purposes

The land proposed to be occupied by the stopbank crossing and car parking is within the Hutt river corridor and is primarily held for flood protection purposes. To ensure public safety and security it is essential that this primary use remain. Other uses such as car parking, access ways, recreation, school fields (eg: Strand Park) are secondary uses.

The proposed driveway and car parking area are therefore a secondary use, and need to recognise the fact that the land remains held for flood protection purposes. Any lease or licence must preserve Council's ability to:

- enter and work on the lease or licence area at no notice in unforeseen circumstances, such as flood emergencies.
- undertake routine maintenance works to ensure the capacity and security of the flood system.
- undertake future improvements including the proposed channel, berm, stopbank and environmental upgrades set out in the HRFMP. Future improvements also include the proposed Melling bridge waterway improvements at the time of bridge replacement.

Ideally, any licence/lease arrangement should be able to be terminated any time, and certainly in 10-12 years when the upgrade is due, to provide GWRC with complete flexibility to adopt an appropriate design for the stopbank and river berm. However, this level of flexibility is unlikely to be commercially viable for Harvey Norman. A compromise arrangement is for the Council to have the ability to terminate the licence/lease arrangements, with reasonable notice, at the completion of the upgrade design so that design of the upgrade is not constrained.

6. Proposed stopbank crossing licence and Riverside car park lease

The Harvey Norman proposed stopbank crossing and car park lease, if approved, will require two agreements to be prepared:

- a licence to Harvey Norman to cover the stopbank crossing.
- adding two schedules to the existing 1996 generic lease to HCC to cover the whole of the Riverside car park, including the area which is proposed to be subleased for the sole use of Harvey Norman. The current agreement with HCC for the pay and display car parking is set out in an exchange of letters made in 1990. This agreement does not provide for any sublease to a third party.

The proposed Harvey Norman lease and licence areas are shown in **Attachment 2**.

Attachment 2 contains a set of parameters, or bottom lines, that at the minimum we consider must be included in any lease or licence arrangements to protect Council's position and to reflect that the primary purpose of the land remains flood protection.

7. Decision required

The decision on the Harvey Norman request is essentially a trade-off between:

- the economic and employment benefits to Hutt City of the Harvey Norman proposal proceeding.

vs

- the ability to undertake the central city upgrade without constraint and additional expense, impacts on amenity, particularly the stopbank walkway, and policy considerations including precedent.

It is important to note that if you agree to this proposal you may remove the option of bringing forward the central city upgrade works without incurring compensation costs. You will be aware that there has been a consistent call from the Hutt Valley community to “speed up” implementation of the HRFMP. While we are prepared to recommend this proposal from a technical perspective the decision is clearly a political one largely about whether the economic benefits of the Harvey Norman complex are better for the community than retaining the flexibility to do the central city upgrade earlier than currently planned.

Any approval will also carry an element of risk to Council, which can only be reduced but not eliminated by well designed licence and lease instruments.

Approval of the licence or lease will provide direct financial benefit to both HCC and GWRC as the stopbank crossing and car park licence and lease will require a commercial rental to be paid. However our advice is that such income streams should be a secondary consideration.

8. Recommendations

That the Committee:

1. **receive** the report.
2. **note** the contents of the report.
3. **approves** officers negotiating agreements with Harvey Norman Stores (NZ) Pty Limited (for the stopbank crossing) and Hutt City Council (for the car parks) subject to the parameters contained in **Attachment 2**.
4. **notes** that the lease agreement with Hutt City Council is proposed to be effected by way of adding the necessary schedules for both the pay and display, and proposed Harvey Norman Stores (NZ) Pty Limited sublease areas to the existing 1996 generic lease.
5. **authorise** the Chief Executive to sign the agreements with Harvey Norman Stores (NZ) Pty Limited and Hutt City Council if he is satisfied that the agreements are within the parameters contained in **Attachment 2**.

Report prepared by:

Report approved by:

Report approved by:

Daya Atapattu
Project Engineer

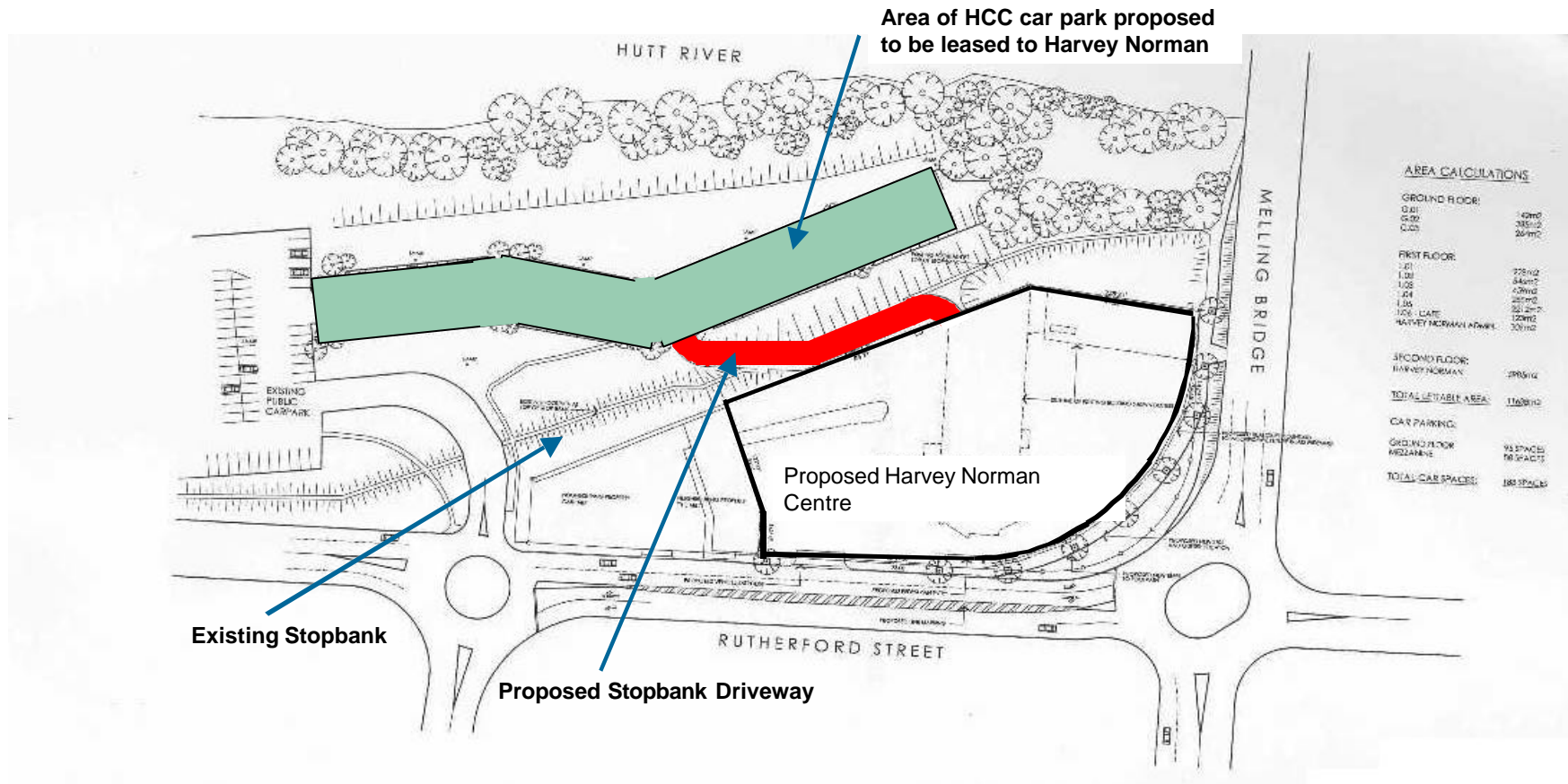
Geoff Dick
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Manager, Landcare

Attachment 1: Proposed layout of the Harvey Norman store, driveway and car park

Attachment 2: Parameters for licence/lease agreements for the proposed stopbank driveway and Riverside car park

Attachment 3: Harvey Norman submission to the Landcare Committee and Greater Wellington Regional Council – Proposed stopbank driveway (enclosed separately)



Parameters for licence/lease agreements for the proposed stopbank driveway and Riverside car park

Any licence/lease agreements with Harvey Norman Limited (for the stopbank crossing) and Hutt City Council (for the car parks) will be subject to the following minimum parameters:

- The primary purpose of the land remains “flood protection purposes” throughout the term of any lease or licence.
- Greater Wellington Regional Council (GWRC) maintains the ability to undertake works on or adjacent to the land in the event of an emergency, or unforeseen circumstance, which requires urgent repairs or an urgent upgrade of the flood protection works.
- The agreement provides for entry onto the licence or lease areas for maintenance of the stopbank and adjacent berm.
- The agreement does not constrain the GWRC’s ability to undertake the central city upgrade works that are part of the Hutt River Floodplain Management Plan (HRFMP). A constraint could relate to any factor that adversely affects the timing of the works, increases the costs of the works, or fetters GWRC’s ability to make any design or risk decisions in relation to the works.
- The agreements have a finite end term of no more than 25 years.
- All costs that fall on the Council relating to the agreement are recoverable from Harvey Norman Limited or Hutt City Council.
- GWRC receives confirmation from Hutt City Council that they recognise and accept that the agreement may have the effect of preventing the HRFMP Central Business District (Ewen to Melling) upgrade from being brought forward from its existing timetable.
- A commercial arrangement, satisfactory to GWRC, is found.