QUEENSTOWN LAKES DISTRICT COUNCIL

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17 November 2026

[redacted]
Sent via email to [redacted]

Request for Official Information
LG26-0355 - Lakeview Development

Dear [redacted],

Thank you for your request for information held by the Queenstown Lakes District Council (QLDC). On 28 September 2026 you requested the following information under the Local Government Official Information and Meetings Act 1987 (LGOIMA):

1. **Please supply full details and background on how the QLDC Lakeview Development Agreement (DA) fully takes into account Present Day Value – in other words, protects ratepayers from the value of QLDC Lakeview income being eroded by future inflation, loss of use of money, extra debt interest costs and the loss of land value increasing over time. If Present Day Value was not used in the DA please explain why, using documents and records.**
2. **What was the documented rationale for accepting $42 million for the total land area in 2019 – knowing that the project could take 20 years or more to repay that amount?**
3. **Please detail all of the QLDC work carried out as site preparation for $77 million and the exact arguments for saying some of this work "was not Lakeview related." How did the procurement process accurately split Lakeview work from non-Lakeview work. Please supply a full schedule of work with costs. From which council budgets did these amounts come from?**
4. **Please detail how the QLDC was unaware of asbestos contamination of the Lakeview site when 1) the Otago Regional Council hazardous sites database already detailed such contamination and 2) much of the contamination came from the council's own demolition of Lakeview dwellings that contained asbestos.**
5. **Why did QLDC state publicly that an extra $16 million of site preparation was due to "unexpected and unknown" asbestos contamination?**
6. **Mayor Jim Boult declared a "minor conflict of interest" on Lakeview in that he was a member of the Advisory Board of Downers – one of the key contractors carrying out the site preparation work. How many QLDC meetings did Mayor Boult remove himself from due to the conflict? Did Mayor Boult discuss Lakeview with the council CEO or take part in other Lakeview connected discussions, meetings or correspondence? Please provide copies. Mayor Boult was a personal consultant to the CEO of Downers – this has been confirmed by Downers.**
7. **Is the entire site now free of asbestos - what additional costs have been incurred?**
8. **Please see below a calculation of QLDC losses on Lakeview. Please provide details on which of these elements QLDC accepts as correct and which it does not believe to be correct with supporting documentation, records and calculations.**
9. **Please clearly identify the responsible council manager - named - who takes responsibility for these replies.**

Some parts of your request seek interpretation, explanation or analysis rather than access to information held by Council. As LGOIMA provides a right to access information held by Council, rather than to require Council to create or provide interpretations or opinions, we have not provided a response to those aspects of your request.

QLDC RESPONSE

In response to your request, the QLDC Strategic Projects Team, the QLDC Property Team and the QLDC Communications and Engagement Team were consulted.

Decision to release information

1. **Please supply full details and background on how the QLDC Lakeview Development Agreement (DA) fully takes into account Present Day Value – in other words, protects ratepayers from the value of QLDC Lakeview income being eroded by future inflation, loss of use of money, extra debt interest costs and the loss of land value increasing over time. If Present Day Value was not used in the DA please explain why, using documents and records.**

Council considered the timing and present value of future land payments when assessing the Lakeview transaction.

In 2018, Council established the financial parameters for the competitive development process. These included flexibility around the timing of payments and settlement. Council then undertook a competitive Request for Development Proposals (RFDP) process, which required shortlisted developers to submit proposed land payments, payment structures, project feasibility modelling and super-profit proposals.

The RFDP allowed for different approaches to land pricing and payment timing, including fixed or escalated pricing and payment on transfer of individual development lots. Council assessed these proposals using discounted cash flow and net present value (NPV) analysis. The NPV of the proposed land payments formed part of the commercial evaluation.

This assessment was completed before the Development Agreement was executed and updated during negotiations to reflect changes to the development programme.

The Development Agreement provides for staged base land payments totalling $75 million. It also provides for Council to receive 50 percent of any positive super profit. This mechanism allows Council to share in additional value realised over the life of the development.

The following documents are relevant:

- Lakeview Request for Development Proposals (RFDP) - Sets out the development and commercial information sought from shortlisted respondents, including proposed land payments, payment arrangements, project feasibility and super-profit proposals, and the financial evaluation methodology, including net present value.
- Full Council Agenda, 28 June 2018: Item 6, Lakeview EOI Evaluation - Council report relating to the evaluation and decision-making process preceding the RFDP and subsequent selection of a development partner.

- Full Council Minutes, 28 June 2018: Lakeview EOI Evaluation - Records Council's decisions relating to the Lakeview development procurement process. Information that falls outside the scope of your request has been withheld.
- Lakeview Development – QLDC project page and published Council papers – Includes published papers on the development and related decisions, including the 2018 Lakeview Sale and Development Plan and the 2021 Lakeview Infrastructure Programme Budget Adjustment.
- Lakeview Development schedule of decisions and modifications – March 2025 – Records key decisions, including approval of the development objectives and procurement strategy in August 2017, approval to go to market in October 2017, and approval of the transaction financial parameters in June 2018.
- 6 March 2025 Audit, Finance and Risk Committee meeting: Item 5– Includes the Lakeview Development Programme report and attachment, together with the confirmed minutes of the public part of the meeting.
- Lakeview Infrastructure Programme – Budget Adjustment, 29 July 2021 – Reports on the revised costs for the subdivision infrastructure, site clearance and ancillary projects.

Note that the enclosed links will expire on 13 December 2026, 1:59 pm (UTC+12:00) New Zealand Time.

2. **What was the documented rationale for accepting $42 million for the total land area in 2019 – knowing that the project could take 20 years or more to repay that amount?**

The $42 million figure was an earlier valuation of the Lakeview land. It was not the price Council agreed to accept for the land in 2019.

The valuation was based on a different set of assumptions, including an upfront freehold sale to a single purchaser. In June 2018, Council used this valuation and other financial advice to establish the parameters for the competitive development process. These included a minimum financial return and flexibility over the timing of payments and settlement, recognising that a staged development approach could deliver a higher overall return over time.

Council subsequently undertook a competitive Request for Development Proposals (RFDP) process. The proposed land payments and their timing were assessed on a net present value (NPV) basis before the Development Agreement was entered into.

The resulting Development Agreement provides for $75 million in staged base land payments, together with a super-profit mechanism under which Council receives 50 percent of any positive super profit.

3. **Please detail all of the QLDC work carried out as site preparation for $77 million and the exact arguments for saying some of this work "was not Lakeview related." How did the procurement process accurately split Lakeview work from non-Lakeview work. Please supply a full schedule of work with costs. From which council budgets did these amounts come from?**

The Lakeview infrastructure programme includes works required to subdivide and service the wider Lakeview site, as well as additional works that provide broader Council infrastructure benefits.

The subdivision infrastructure supports the wider subdivision, including the Development Agreement lots, the Well Smart land and Council-retained land, including the Lynch Block and reserve land. Council had determined that it would undertake the subdivision infrastructure itself to support the progressive development and sale of the different land parcels.

As the infrastructure design developed, Council identified opportunities to undertake wider network improvements alongside the Lakeview subdivision works. On 12 March 2020, Council approved future-proofing service connections and upgrading the Thompson Street and Isle Street roading network. These works were intended to provide wider network benefits, avoid or reduce future disruption and make efficient use of the infrastructure investment already being undertaken.

By 18 March 2021, the subdivision and ancillary works were being managed as a combined Lakeview Infrastructure Programme comprising three-waters, transport and public realm infrastructure. Council approved delivery of the programme through the Whakatipu Transport Programme Alliance.

On 29 July 2021, Council considered the programme costs and funding arrangements and approved a further budget adjustment. The report identified two categories of work:

- **Subdivision works** – Works required to subdivide and service the wider Lakeview site. These costs were treated as a cost of sale and funded ultimately from Lakeview land sales.
- **Ancillary works** – Additional transport and three-waters works undertaken alongside the subdivision but providing broader Council network benefits. These costs were funded through the relevant Council infrastructure funding sources, including development contributions and rates.

The Lakeview Infrastructure Programme – Budget Adjustment, 29 July 2021 report (refer attachment provided in response to Item 1) identified a $5 million budget adjustment for subdivision and subdivision site-clearance costs, treated as cost of sale. A further $7.1 million related to ancillary works and ancillary site clearance, funded through development contributions and rates. Council approved a net $8.2 million increase in capital budget after taking account of existing budgets and transfers.

Audit, Finance and Risk Committee reporting for January 2025 recorded forecast capital expenditure of approximately $74 million:

Category	**Forecast cost**
Subdivision projects	$42 million
Subdivision site clearance	$14 million
Ancillary site clearance	$2 million
Ancillary projects	$16 million
Total	**$74 million**

Of this forecast expenditure, approximately $52 million was reported as cost of sale and $22 million as funded through rates and development contributions.

Subsequent reporting described approximately $48 million invested in enabling subdivision infrastructure, including site clearance, plus approximately $7 million of deferred infrastructure works, producing expected subdivision costs of approximately $55 million.

Earlier reporting separated the forecast costs as follows:

Category	Forecast cost	Cost of sale	Rates/development contributions
Subdivision projects	$41 million		
Site clearance – subdivision	$14 million		
Subtotal: subdivision works	**$55 million**	**$49 million**	**$6 million**
Ancillary projects	$17 million		
Site clearance – ancillary	$3 million		
Subtotal: ancillary works	**$20 million**	**$3 million**	**$17 million**
Total	**$75 million**	**$52 million**	**$23 million**

These figures are from different reporting periods and forecasts and are not a single final reconciliation of actual expenditure.

The following documents provide further information about the work, costs, funding allocations and Council decisions:

- Full Council Agenda, 12 March 2020: Item 13 - Report proposing additional transport and three-waters works alongside the Lakeview subdivision infrastructure, including the rationale, scope, costs and proposed budget adjustments.
- Full Council Minutes, 12 March 2020 - Records Council's decision to approve the additional infrastructure works and associated budget adjustment process. Information that falls outside the scope of your request has been withheld.
- Full Council Agenda, 23 April 2020: Item 3 - Capital works programme reforecast incorporating the additional Lakeview infrastructure budget approved by Council in March 2020 and allocating the expenditure across the relevant capital programmes.
- Full Council Minutes, 23 April 2020 - Records Council's consideration and approval of the capital works programme reforecast.
- Full Council Agenda, 29 July 2021: Item 14 - Lakeview Infrastructure Programme budget adjustment report setting out the distinction between subdivision works, site clearance and ancillary works, together with forecast costs and funding sources.
- Full Council Agenda, 29 July 2021: Attachment A, Lakeview Budget Adjustment - Detailed project-level schedule of budgets and revised forecasts for the Lakeview subdivision, site clearance, ancillary transport and ancillary three-waters works.
- Full Council Minutes, 29 July 2021 - Records Council's consideration of the Lakeview Infrastructure Programme costs and funding arrangements and approval of the associated net $8.2 million capital budget increase.
- Full Council Agenda, 18 March 2021 : Item 11 - Report on the proposed delivery arrangements for the combined Lakeview Infrastructure Programme, comprising the subdivision infrastructure and previously approved ancillary works.

- Full Council Minutes, 18 March 2021 - Records Council's decision on delivery of the Lakeview Infrastructure Programme through the Whakatipu Transport Programme Alliance. Information that falls outside the scope of your request has been withheld.
- Audit, Finance and Risk Committee, 6 March 2025 - Lakeview Development Programme report dated 6 March 2025.
- Audit, Finance and Risk Committee, 2 October 2025: Item 7 - Lakeview Development Programme report dated 2 October 2025.

4. **Detail how the QLDC was unaware of asbestos contamination of the Lakeview site when 1) the Otago Regional Council hazardous sites database already detailed such contamination and 2) much of the contamination came from the council's own demolition of Lakeview dwellings that contained asbestos.**

Council was aware that asbestos was present at Lakeview before the main demolition and site-clearance works commenced.

Earlier investigations had identified asbestos-containing materials associated with buildings on the site. By July 2020, environmental reporting had also confirmed that asbestos fibres had been identified in soil at four locations, two of which exceeded the relevant soil guideline values. At that stage, the anticipated response was localised excavation and off-site disposal of affected soil.

As demolition and site-clearance progressed, considerably more asbestos was encountered than had been identified through the earlier investigations. This included additional asbestos-containing building materials and a substantial volume of asbestos-contaminated soil.

The demolition contractor's final waste report records the removal of:

- 64.56 tonnes of asbestos-containing building material; and
- 12,669.8 tonnes of asbestos-contaminated soil.

The contractor also recorded that the significant volume of contaminated soil was related to historic activities on the site.

The following documents are relevant:

- Lakeview Demolition Project Waste Report - Final contractor report for the demolition works undertaken between July 2020 and October 2021. Records additional asbestos encountered during the works and the quantities of asbestos-containing building materials and asbestos-contaminated soil removed from the site.
- E3 Letter Report: Lake View – Suitability of Soils, 30 July 2020 - Environmental assessment summarising previous site investigations and further soil assessment undertaken before and during the commencement of demolition works. Records the asbestos identified in buildings and soil and the remediation measures then anticipated. Certain information within this record has been redacted in accordance with the LGOIMA. The reasons for the redactions are outlined below.
- Interim Site Validation Report - Environmental site validation report documenting investigation and remediation undertaken at the Lakeview site.

- QLDC asbestos clean-up update, 30 April 2021 – Summarises the pre-demolition surveys, subsequent discovery of asbestos in soil beneath and around buildings, and the additional $6.3 million budget.
- Lakeview Development – Council reports and papers – Includes published reports on the development and infrastructure programme.
- **RM250292** – Asbestos management on Lakeview reserve land: Search the RM number in QLDC's eDocs. This document relates to reserve land, rather than the development land covered by the Development Agreement, and should be considered separately.

Note that the enclosed links will expire on 12 December 2026, 8:44 am (UTC+12:00) New Zealand Time.

5. **Why did QLDC state publicly that an extra $16 million of site preparation was due to "unexpected and unknown" asbestos contamination?**

Council has not identified a record in which it stated that an additional $16 million of site-preparation costs was solely attributable to "unexpected and unknown" asbestos contamination.

In April 2021, Council approved an additional $6.3 million for asbestos-related site clearance. This brought the forecast site-clearance expenditure at that time to approximately $12 million.

The subsequent Council budget adjustment on 29 July 2021 considered the Lakeview programme more broadly. It separately identified subdivision works, subdivision site clearance, ancillary site clearance, transport and three-waters works.

By early 2025, the overall capital works forecast was approximately $74 million, including approximately $14 million for subdivision site clearance, alongside subdivision infrastructure and separately funded ancillary works.

The following documents are relevant:

- Full Council Agenda, 29 July 2021
- Attachment A, Full Council, 29 July 2021
- Full Council Minutes, 29 July 2021

Refer to Council's response to Item 3 for the three documents listed above.

- Audit, Finance and Risk Committee, 6 March 2025: Ītem 5, Lakeview Development Programme Report - Programme financial reporting showing the later forecast expenditure across subdivision projects, subdivision site clearance and ancillary works, together with the distinction between cost-of-sale expenditure and expenditure funded through rates and development contributions.

6. **Mayor Jim Boult declared a "minor conflict of interest" on Lakeview in that he was a member of the Advisory Board of Downers – one of the key contractors carrying out the site preparation work. How many QLDC meetings did Mayor Boult remove himself from due to the conflict? Did Mayor Boult discuss Lakeview with the council CEO or take part in other Lakeview connected discussions, meetings or correspondence? Please provide copies.**

Mayor Boult was a personal consultant to the CEO of Downers – this has been confirmed by Downers.

At the Full Council meeting on 18 March 2021, Mayor Jim Boult declared a conflict of interest in relation to the item "Options for the Delivery of the Lakeview Infrastructure Programme". The public minutes record that the conflict arose because a company in which he had an interest had a relationship with one of the parties involved in an advisory role on the project.

Mayor Boult withdrew from the meeting before the item was considered. The Deputy Mayor took the chair, and Council considered and made its decision in Mayor Boult's absence. Mayor Boult returned to the meeting after the item had concluded.

Council records also confirm that former Mayor Jim Boult was a member of the Downer advisory board. The public minutes of 12 March 2020 record Mayor Boult declaring a Downer-related conflict of interest concerning a Queenstown carparking matter. He withdrew while that matter was considered, and the Deputy Mayor took the chair.

Information relating to the former Mayor's declared conflict of interest and the Lakeview development and disposal is also available in reports presented to the Risk and Assurance Committee. These reports have been included in quarterly Council reporting since 2022.

The following documents are relevant:

- Risk and Assurance Committee meeting; 9 April 2026 – Lakeview Development Background Summary and Current Status report and attachments.
- Risk and Assurance Committee meeting, 23 June 2026 – Lakeview Development Programme report and attachments.
- Risk and Assurance Committee meeting, 1 October 2026 – Lakeview Development Programme - Delivery Status, Risk Position and Assurance Update.
- QLDC archived Council meeting records – Includes the public minutes and resolutions relating to the 12 March 2020 meeting's public-excluded items.

7. Is the entire site now free of asbestos - what additional costs have been incurred?

The development land covered by the Development Agreement and the Well Smart sites are considered to have been remediated following the investigation, removal and validation work undertaken as part of the Lakeview subdivision programme.

The status of other Council-retained land is as follows:

- **Lynch Block:** This land is yet to be considered for a future use. Cabins remain, and the area formed part of the wider environmental investigations. Its environmental condition and any further investigation or remediation requirements will need to be considered as part of determining its future use.
- **Council reserve land:** Areas including Lot 9, the proposed hot pools site and Market Square have, or will require, environmental assessment and appropriate mitigation measures as their

future uses are progressed. On Lot 9, remediation work has been completed and measures are in place for the ongoing management of encapsulated asbestos-contaminated soil.

The development land covered by the Development Agreement and the Well Smart sites are therefore considered remediated. The environmental status of the wider Lakeview landholding varies by area.

8. **Please see below a calculation of QLDC losses on Lakeview. Please provide details on which of these elements QLDC accepts as correct and which it does not believe to be correct with supporting documentation, records and calculations.**

Council does not accept that the calculation provided establishes a $259.2 million loss to ratepayers.

The figures in the calculation include a historic land valuation, future contracted land payments, a present-value calculation, later land values, subdivision expenditure and wider Council infrastructure costs. Council's response to the individual components is set out below.

- **$42 million land valuation:** This was a 2017 valuation based on specific assumptions about developed and serviced land. It was not the price subsequently agreed for the Development Agreement land.
- **$75 million base land payments:** This is the aggregate amount of the contracted base payments under the Development Agreement. These payments are staged across seven development stages. Council may also receive 50 percent of any positive super profit realised under the Agreement.
- **$31 million present-value figure:** This is the requester's calculation, not Council's assessment of the transaction. As explained in response to Item 1, Council assessed the proposed payment structure using discounted cash flow and net present value analysis as part of the competitive procurement process.
- **Claimed loss from increased land value:** The Development Agreement is a staged transaction. Most of the Development Agreement land remains in Council ownership pending future settlement. An increase in the assessed value of land Council continues to own does not, by itself, represent a realised financial loss.
- **Subdivision and site-preparation expenditure:** As explained in response to Item 3, the Lakeview subdivision services more than the Development Agreement development lots. It also includes the Well Smart land and Council-retained land. The subdivision costs therefore cannot simply be treated as an additional cost of selling the Development Agreement land.
- **Ancillary infrastructure expenditure:** Council's financial reporting separately identifies wider transport and three-waters works that provide broader network benefits and are funded through the relevant Council infrastructure funding sources. These costs are not costs arising solely from the Development Agreement.

The financial outcome of Lakeview also includes the staged nature of the transaction, future contracted base payments, potential super-profit payments, other property receipts, the value of land retained by Council and the infrastructure and public-realm assets created through the programme.

For these reasons, Council does not consider that the figures provided establish a $259.2 million loss to ratepayers.

The following documents are relevant:

- Lakeview Development – QLDC project page and published Council papers – Provides project history and links to Council reports and papers.
- Audit, Finance and Risk Committee meeting, 6 March 2025 – Includes the Lakeview Development Programme report and attachments.
- Audit, Finance and Risk Committee meeting, 2 October 2025 – Includes an updated Lakeview Development Programme report and attachments.

Decision to withhold information – Items 4 and 9

QLDC has reasonable grounds under section 7(2)(f)(ii) of the LGOIMA to withhold the information requested in Items 4 and 9, on the basis that its release would be likely to expose a Council employee to improper pressure or harassment.

- Section 7(2)(f) – the withholding of the information is necessary to maintain the effective conduct of public affairs through—
  (ii) the protection of such members, officers, employees, and persons from improper pressure or harassment.

Section 7(2)(f)(ii) of the LGOIMA provides for the withholding of information where necessary to maintain the effective conduct of public affairs by protecting elected members, officers and employees from improper pressure or harassment.

> **4. Detail how the QLDC was unaware of asbestos contamination of the Lakeview site when 1) the Otago Regional Council hazardous sites database already detailed such contamination and 2) much of the contamination came from the council's own demolition of Lakeview dwellings that contained asbestos.**

In this case, Council has withheld the name and contact information of the individual identified in the *E3 Letter Report: Lake View – Suitability of Soils, 30 July 2020*, in response to item 4 of your request.

> **9. Please clearly identify the responsible council manager - named - who takes responsibility for these replies.**

In this case, Council has also withheld the name of the manager responsible for these responses, in response to item 9 of your request.

Council has considered these parts of your request in the context of your previous interactions with Council staff, including a history of conduct involving the targeting and harassment of individual employees. Having regard to this history, Council considers that disclosing the identities and contact information of the individuals concerned would create a reasonable risk of those individuals being personally targeted or subjected to further improper pressure or harassment.

Council acknowledges your interest in identifying the individuals involved in the matters raised and the manager responsible for Council's responses. However, in the circumstances, Council considers it necessary to protect the individuals concerned from the risk of improper pressure or harassment.

Accordingly, the names and contact information have been withheld under section 7(2)(f)(ii) of the LGOIMA.

Decision to refuse information – Item 6

QLDC has reasonable grounds under section 17(f) of the LGOIMA to refuse part of the information requested in Item 6, on the basis that it cannot be made available without substantial collation or research.

- Section 17(d) – that the information requested is or will soon be publicly available.
- Section 17(f) – that the information requested cannot be made available without substantial collation or research.

Section 17(d) of the LGOIMA provides that a request may be refused where the information requested is already publicly available or will soon be made publicly available. This provision recognises that the Act is not intended to require the release of information where it can reasonably be accessed by the public through other means, and doing so would not advance the purposes of the Act.

6. **Mayor Jim Boult declared a "minor conflict of interest" on Lakeview in that he was a member of the Advisory Board of Downers – one of the key contractors carrying out the site preparation work. How many QLDC meetings did Mayor Boult remove himself from due to the conflict? Did Mayor Boult discuss Lakeview with the council CEO or take part in other Lakeview connected discussions, meetings or correspondence? Please provide copies. Mayor Boult was a personal consultant to the CEO of Downers – this has been confirmed by Downers.**

As outlined in response to Item 6 above, Information relating to the former Mayor's declared conflict of interest and the Lakeview development and disposal is contained in reports presented to the Risk and Assurance Committee as part of quarterly Council reporting since 2022. These reports, along with the relevant meeting minutes and attendance records, are available through the QLDC Council Meetings webpage. To locate the reports, search for Risk and Assurance Committee meetings.

Accordingly, Council considers that section 17(d) applies to the information already publicly available, and the requester is referred to the sources identified in Item 6.

Section 17(f) provides that a request may be refused where the information cannot be made available without substantial collation or research. This recognises that the work required to identify, retrieve, review and prepare the requested information may be disproportionate to the resources available to the local authority.

6. **Mayor Jim Boult declared a "minor conflict of interest" on Lakeview in that he was a member of the Advisory Board of Downers – one of the key contractors carrying out the site preparation work. How many QLDC meetings did Mayor Boult remove himself from due to the conflict? Did Mayor Boult discuss Lakeview with the council CEO or take part in other Lakeview connected discussions, meetings or correspondence? Please provide copies. Mayor Boult was a personal consultant to the CEO of Downers – this has been confirmed by Downers.**

QLDC searched its email archives to identify records relevant to your request.

The initial search of email records involving Mike Theelen and Jim Boult using the term “Lakeview” identified 1,332 emails requiring further review.

Following consultation with you on 27 October 2026, QLDC undertook a further search using the refined scope, limiting the search to the period between 1 January 2020 and 1 October 2022. This search identified 941 emails requiring further review.

Each email would need to be individually reviewed to identify information relevant to your request, remove duplicates and assess whether any information could be released or would need to be withheld under the LGOIMA. The search results do not establish how many of the identified emails are within scope, as this can only be determined through that review.

QLDC has considered whether charging a fee or extending the response timeframe would enable this work to be completed. However, the volume of records requiring individual assessment means that the work would still involve substantial collation and research.

Accordingly, QLDC has decided to refuse this part of your request under section 17(f) of the LGOIMA.

Public interest considerations

In assessing whether to withhold information, QLDC carefully evaluates the public interest—particularly whether disclosure would enhance transparency, accountability, or informed public engagement. This assessment includes weighing those benefits against the potential harm that could result from releasing the information.

QLDC acknowledges the public interest in transparency, accountability, and good governance in local authority decision-making, and is committed to releasing information wherever possible. However, in this instance, QLDC considers that the public interest in disclosure is outweighed by the need to protect officers, employees, and individuals from improper pressure or harassment.

Releasing this information would be likely to unreasonably expose officers and private individuals to improper pressure or harassment.

Accordingly, QLDC has determined that section 7(2)(f)(ii) of the LGOIMA applies. No overriding public interest has been identified that would justify release of the withheld information.

Right to review the above decision

You have the right to request an investigation and review of this decision by the Ombudsman under section 27(3) of the LGOIMA. Further information is available at www.ombudsman.parliament.nz or by calling 0800 802 602.

If you wish to discuss this decision with QLDC, please contact Rebecca.Pitts@qldc.govt.nz (Director Democracy Services).

Proactive release of LGOIMA responses

QLDC proactively publishes responses to requests made under the LGOIMA where the information is considered to be of wider public interest. As such, please be aware that a response to your request

may be published on QLDC's website or otherwise made publicly available. Where this occurs, any personal information will be redacted in accordance with the Privacy Act 2020 and applicable withholding grounds, to ensure individuals' privacy is protected.

Kind regards,

[redacted]

Democracy Services Team
Corporate Services | Queenstown Lakes District Council
P: +64 3 441 0499
E: informationrequest@qldc.govt.nz

Request for Development Proposal
Issued by Queenstown Lakes District Council
Closing 14 December 2018



LAKEVIEW PRECINCT

QUEENSTOWN, NEW ZEALAND

13 SEPTEMBER 2018

REQUEST FOR DEVELOPMENT PROPOSAL

QUEENSTOWN LAKES DISTRICT COUNCIL

CBRE

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LAKEVIEW PRECINCT

QUEENSTOWN, NEW ZEALAND

FOREWORD

Welcome to the request for development proposal phase of the Lakeview project. As you know, the Lakeview site occupies an enviable Queenstown location and is the largest development opportunity available in the town centre.

Our vision for Lakeview, supported by feedback received during the expression of interest phase, is a thriving mixed-use precinct that is stitched into the existing town centre context. As we progress through the process, we remain excited by the prospect of working with a development partner to deliver that outcome; one that leverages the site's enviable location and delivers the distinctive character that Queenstown is known for.

As Chief Executive, the elected members have granted me the authority to enter into a development agreement with the successful Respondent, subject to certain thresholds. The Council has also committed through the recently approved Ten Year Plan, to funding the infrastructure and public realm works required to enable development in Lakeview and subdivision consent is expected to be issued shortly. The platform is set.

The Queenstown economy is thriving, with GDP growth significantly ahead of the national average. It is an exciting time to be investing here and we hope you are as excited as we are, by the prospect of unlocking the significant potential at Lakeview.

We look forward to engaging with you during the interactive workshops and receiving your Development Proposal in 12 weeks' time.



Mike Theelen
Chief Executive Officer
Queenstown Lakes District Council

QUEENSTOWN LAKES DISTRICT COUNCIL

INTRODUCTION

This request for development proposal (RFDP) requests Respondents to submit a Development Proposal in accordance with the Response Requirements (refer to Appendix A) which will be evaluated against the Evaluation Criteria set out from page 19. Following evaluation, QLDC's intention (at its absolute discretion) is to select a single developer to undertake comprehensive development of the Lakeview Precinct, in a manner that is consistent with the Project Objectives set out from page 4. The terms and conditions of this RFDP (and Glossary of Terms) are set out in Appendix B.

Queenstown Lakes District Council is undertaking this RFDP and any subsequent transactions solely in its capacity as land owner and its actions and this RFDP process does not in any way bind QLDC in its capacity as a regulatory authority. Respondents should refer to clause 19 of the RFDP Terms and Conditions for further detail.

KEY DATES

Final date for questions	28 November 2018
Interactive workshops	11,12 Oct & 1,7,20,23 Nov 2018
Closing date	14 December 2018

COUNCIL CONTACT PERSON

Name	**John Holmes**
Mobile	**+64 274 899 095**
Email	**john.holmes@cbre.co.nz**

DATA ROOM

Data Room	Access to the data room will be arranged by MinterEllisonRuddWatts. Please provide the name, title, email address and contact number for each person who requires access to the data room to MinterEllisonRuddWatts using the following email address: lakeviewrfdp@minterellison.co.nz Individual logins will be issued to each person.
Questions/queries	Please submit all questions in writing via MinterEllisonRuddWatts using the following email address: lakeviewrfdp@minterellison.co.nz

COMMUNICATION PROTOCOLS

- Any questions in relation to data room material or this document should be directed solely through the dedicated data room email address above.
- Respondents must not contact representatives of QLDC directly. RFDP process matters, including scheduling interative workshop should be sent via email to the Council Contact Person.
- By default, all communication between QLDC and a Respondent is confidential. However if the communication is information that all Respondents should possess, then QLDC (and its agents) reserve the right in its discretion to disclose the communication to other Respondents. If QLDC chooses to disclose the question and answer, the author of the question will remain confidential.
- This RFDP process is confidential to the Respondents and Respondents must not make any public statements regarding this RFDP without the prior written consent of QLDC. Unauthorised communication by you about this RFDP may lead to your disqualification from the process.



PROJECT OBJECTIVES

QLDC has approved the following objectives for the development of the Lakeview Precinct:

Objective 1

Maximise financial return in a manner that minimises risk to ratepayers;

Objective 2

Establish a thriving residential-focused, mixed-use precinct, which is stitched into the Queenstown town centre context and:

- Exhibits best-practice urban design principles, is walkable, activated, liveable and authentic;
- Exhibits a consistent design language and high-quality built form outcomes that complement the natural environment, fit into the Queenstown context and are of human scale;
- Provides a diverse retail mix which complements and provides for the natural expansion of the existing town centre core and will appeal to locals and visitors;
- Provides for the intensification sought via Plan Change 50 and delivers a variety of housing outcomes and/or a diverse residential community;
- Considers opportunities for visitor accommodation and/or visitor facilities where these are economically viable.

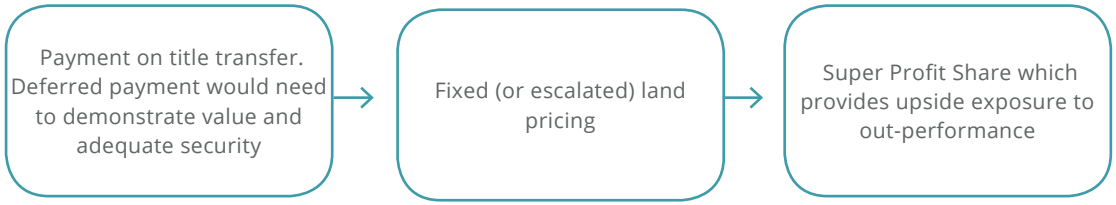
Objective 3

Ensure Lakeview's development potential is unlocked in a timely and efficient manner.

In order to assist Respondents to understand these objectives, they have each been expanded upon below, with a selection of key elements QLDC envisages for each objective.

OBJECTIVE 1

MAXIMISE FINANCIAL RETURN IN A MANNER THAT MINIMISES RISK TO RATEPAYERS MEANS QLDC IS SEEKING



OBJECTIVE 2

MIXED USE COULD INCLUDE

- Residential → Retail → Tourism → Short stay accommodation

BUT

- No civic uses
- No convention centre if QLDC subsidy is required

OPPORTUNITIES FOR VISITOR ACCOMMODATION WHERE ECONOMICALLY VIABLE COULD MEAN

- Shared/serviced apartment product → Hotels (mid market through premium) → Innovative / emerging short stay solutions

BEST PRACTICE URBAN DESIGN PRINCIPLES MEANS

- A walkable and activated (in an economically sustainable way) street level → Minimal vehicular street crossings → On grade or above ground parking that is not visible from the street → Consolidated parking solutions where economically viable → Provision for service vehicles, rubbish storage etc in a manner that doesn't detract from the visual experience

INTENSIFICATION SOUGHT VIA PLAN CHANGE 50 MEANS QLDC IS SEEKING

- Generally plan compliant proposals → Urban scale → Variation in height and scale of built form

BUT

- QLDC recognises some flexibility is required with respect to the extent & nature of active frontage

OBJECTIVE 2 CONT.

STITCHED INTO THE QUEENSTOWN TOWN CENTRE CONTEXT MEANS

- Pedestrian connection to the town centre and lakefront
- The design opens the Precinct to its surrounds
- The architecture is complimentary to its environment
- Lakeview exhibits its own identity but feels part of the town centre

A DIVERSE RETAIL MIX WHICH COMPLEMENTS THE EXISTING TOWN CENTRE AND WILL APPEAL TO LOCALS AND VISITORS WOULD CONSIDER

- A diverse F&B offering that meets a range of price points and day parts
- Convenience based retail that compliments the town centre
- Potential for a small upscale grocery offer
- Tourism business subject to management of traffic

A VARIETY OF HOUSING OUTCOMES AND/OR A DIVERSE RESIDENTIAL COMMUNITY COULD BE ACHIEVED VIA

- A variety in typologies
- A mix of owner occupiers and investors
- A variety in unit sizes and bedroom numbers
- Product that targets a mix of locals and expats
- Offering a range of price points

NOTE

Affordable housing is not a requirement

OBJECTIVE 3

ENSURING LAKEVIEW'S DEVELOPMENT IS UNLOCKED IN A TIMELY AND EFFICIENT MANNER MEANS

A target of 8-10 years to complete the entire project, subject to market conditions → A delivery programme documented in DA, subject to extension events → Stage commencement sunset dates to be documented in the DA → Stage 1 commencement within 18 months of execution of the DA



THE LAKEVIEW MASTERPLAN



WHAT IS BEING MADE AVAILABLE?

A copy of the subdivision plan is contained in the data room. The Super Lots comprised in this RFDP are:

Lot	Area (sqm)	Tenure offered
Lot 2	4,026sqm	Freehold
Lot 3	2,262sqm	Freehold
Lot 4	4,340sqm	Freehold
Lot 5	4,494sqm	Freehold
Lot 6	3,655sqm	Freehold
Lot 7	3,330sqm	Freehold
Lot 8	3,350sqm	Freehold
Lot 12	5,487sqm	Pre-paid Leasehold
Total	**30,944sqm**	

PRE-PAID LEASEHOLD TENURE (LOT 12)

A copy of the proposed form of ground lease is contained in the data room.

Term	125 years
Rent	Pre-paid at lease commencement i.e. no ongoing rental
Operating expenses	All expenses paid by lessee
Use	To be agreed

THE LAKEVIEW MASTERPLAN

QLDC has developed a blueprint masterplan for Lakeview. The vision is for streetscapes which balance pedestrian and vehicle requirements, promote activation and provide generous public space. The masterplan provides a public realm strategy, and a set of design principles, that the built and urban form will be driven by. The masterplan is provided in the data room.





INFRASTRUCTURE & PUBLIC REALM FUNDING

QLDC is committed to providing the internal infrastructure required to enable development of the Precinct and has funding committed in its current Long-Term Plan to deliver this infrastructure. This includes:

- Roading and intersections with existing roads;
- Services (water, waste water, stormwater, electricity) to the boundary of each Super Lot

WORK SPECIFICATIONS

The roading & services specification is provided in the data room.

QLDC expects the design and construction of the market square will be undertaken in consultation with the Developer, Ngāi Tahu Tourism and relevant stakeholders. However, QLDC will fund this work to an agreed specification generally consistent with that proposed in the Lakeview Masterplan.

WORKS STAGING

It is anticipated that the Lakeview site will be developed progressively in stages with individual Super Lots being developed ahead of others. The proposed subdivision plan and infrastructure work programme is based on a two stage approach to development (Stage 1 and Stage 2) and the site infrastructure is to be designed and consented to allow for construction in stages (if required).

This two-staged approach will enable access and services to be provided to the Eastern section (outlined in green) of the site ahead of the Western section (outlined in blue) or vice versa. Final works staging will be agreed in consultation with the Developer. It is anticipated that this will be a topic for discussion during the Interactive Workshops.

At this stage, QLDC has preliminary indicative construction timeframes for Stage 1 noted in their forward works programme for the 2019/2020 financial year. QLDC reserves the right to construct all the required infrastructure as one stage rather than following the two-stage approach if deemed appropriate.

It is anticipated that Stage 1 will commence shortly after a development agreement is signed between QLDC and the Developer. It is intended that the infrastructure will be delivered in coordination with the programme dates for land transfer to the Developer. QLDC wishes to minimize the time between completion of the infrastructure and the commencement of construction on the Super Lots, however QLDC may choose to commence construction of the infrastructure ahead of a development agreement being signed.

An indicative programme has been included to inform the Developer of anticipated timeframes for delivery of the infrastructure if delivered under a two-stage approach. A more detailed version is provided in the data room.

PROCUREMENT STATUS

QLDC is in the process of procuring a design consultant to undertake the preliminary and detailed design for delivery of the internal infrastructure. The current concept design and indicative cross sections for these elements are available in the data room.



INDICATIVE PROGRAMME	OCT'18	MAY'19	AUG'19	JAN'20	JUN'20	NOV'20	APR'21	SEP'21	DEC'21
PRELIM. & DETAILED DESIGN	■								
STAGE 1 WORKS									
Procurement		■							
Construction			■	■					
Title & vesting					■	■			
STAGE 2 WORKS									
Procurement				■					
Construction					■	■	■		
Title & vesting								■	■

TRANSACTION TIMELINE



AN INTERACTIVE WORKSHOP PROCESS

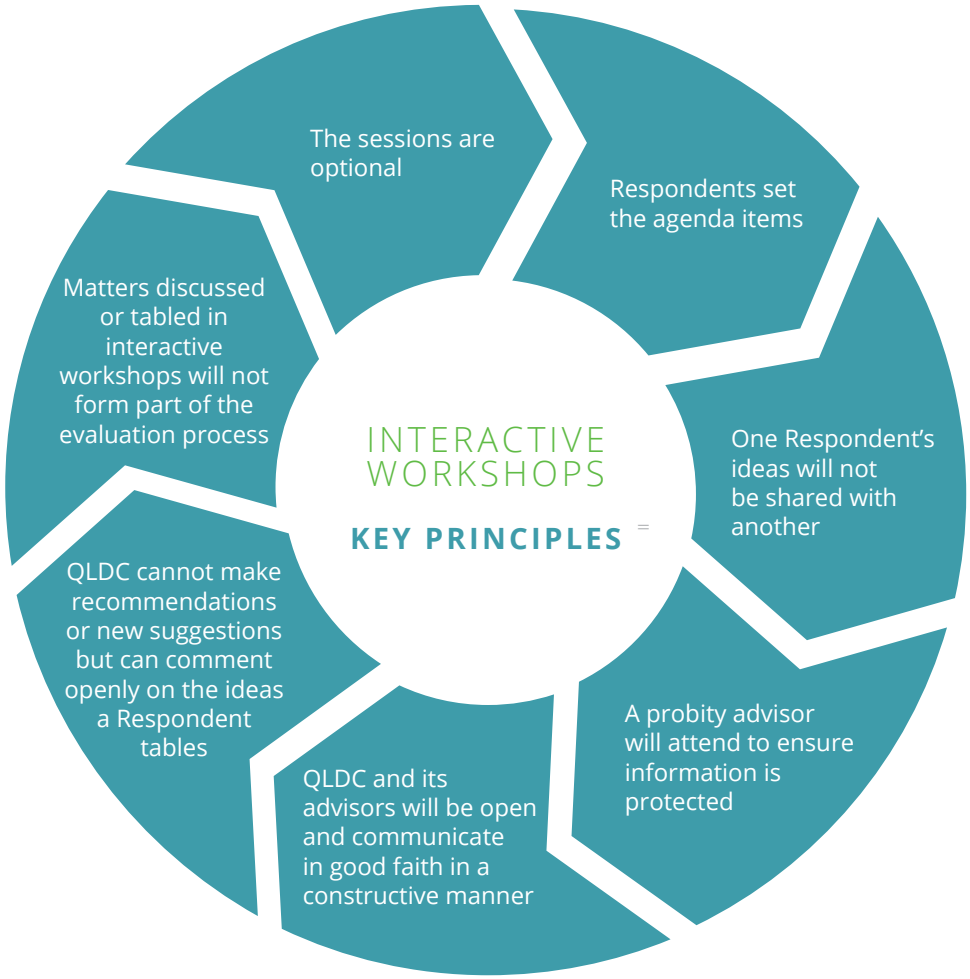
QLDC's strong desire is to ensure that Respondents:

- ◊ Are confident in their understanding of the Project Objectives;
- ◊ Have access to all information relevant to the preparation of their response; and
- ◊ Have the opportunity to test their design ideas as they evolve.

In addition to this RFDP and the material provided in the data room, QLDC believes that face to face dialogue may also be of assistance to Respondents during the process. QLDC is also conscious that certain matters (including delivery of infrastructure and public realm) will require two-way dialogue.

The RFDP process therefore allows for three interactive workshop meetings between QLDC representatives (and advisors) and each Respondent. A set of Interactive Workshop Guidelines are attached as Appendix C and the key principles QLDC is seeking to adhere to are outlined to the right.

To schedule interactive workshops please contact the Council Contact Person.



THE DEVELOPMENT AGREEMENT

A draft Development Agreement is available in the data room. The summary presented below is not intended to be exhaustive but does highlight the key principles upon which the document is based.

MATTER	COMMERCIAL PRINCIPLE
Overview	QLDC will progressively sell the super lots to the Developer in stages on the requirement that the Developer develops each Stage in line with an agreed Development Plan for the entire Lakeview Precinct.
Objectives and Material Outcomes	The parties will work to achieve the Project Objectives for the Precinct and the Material Outcomes (established based on the Developer's Proposal).
QLDC Approval of Masterplan	The Developer will, within a specified time period, need to prepare a Development Plan based on its Concept Plan submitted with its Development Proposal, and submit it for QLDC approval. QLDC will assess this against the Project Objectives and Material Outcomes. Where the Development Plan is not consistent with the Concept Plan and/or the Project Objectives and Material Outcomes, then changes will need to be made to resolve inconsistencies. It is expected that the Developer will prepare and submit the detailed design plans for the first Super Lot/stage contemporaneously with the Development Plan.
Relationship/ governance principles	The parties will work together in good faith and in a collaborative, open and respectful relationship. The parties will establish a PCG to be the main forum for the parties to communicate and engage regarding the Project, including monitoring progress, design development, and identify and discuss issues/concerns arising.
Project Delivery Program	It is important to QLDC that land is progressively developed within agreed timeframes. The Developer will need to work to an agreed programme that achieves the timely delivery of the Project. Extensions of time will be available in certain circumstances outside of the reasonable control of the developer. Extensions of time for adverse market conditions are contemplated, but will need to be substantiated. There will be separate longstop Milestone Dates for settlement and completion of Super Lots.
Land Payments	Payment for each Super Lot will comprise: • non-refundable deposit; and • Base land payment; and • Profit share payment (if any) The aggregate Deposit will be payable on signing of the Development Agreement. The Base land payment is anticipated on settlement/title transfer of the relevant Super Lot. Any Profit share will be payable on completion of the relevant Super Lot, and sale of completed product.

MATTER	COMMERCIAL PRINCIPLE
Land Transfer Method	QLDC will transfer title to Super Lots subject to the Developer meeting prerequisites in relation to design, funding, delivery timetable and consents, and also appropriate progress on any lots already under development.
Security	The Developer must provide guarantor security for the performance of its obligations under the Development Agreement, including: • Payment of the purchase price; • Delivery of the Project; and • Achievement of development milestones QLDC's security requirements will depend on the Developer's project structure and financial terms.
Design Approvals and Modifications	The Developer will progressively develop design for each Super Lot/Stage and obtain QLDC approval of such plans. Modifications to agreed plans and programme(s) will follow an approval process, with proposed changes being assessed against the Project Objectives and Material Outcomes. Disagreements will be resolved through a formal process.
QLDC Works	QLDC will be undertaking certain infrastructure and services works at its cost. Design of public space will be agreed with the Developer.
Project Consents and Construction of Works	All regulatory consents and/or approvals required, including under the Resource Management Act 1991 and the Building Act 2004, will be the responsibility of the Developer, except for those consents that will be sought by QLDC. The Developer will be required to undertake the Project at its own cost and risk.
Termination Rights	Each party will have a right to terminate for a material default by the other. Material default is expected to include, but not be limited to, a financial default and in relation to the Developer, failure to achieve Key Milestones, an insolvency event, H&S breaches.
Overseas Investment Act Consent	The Overseas Investment Act 2005 (OIA) and the Overseas Investment Regulations 2005 regulate foreign investment in New Zealand. Overseas persons as defined in the OIA who propose to acquire, or acquire control of, "sensitive land" and/or "significant business assets" (as defined in the OIA) in New Zealand will need to apply to the Overseas Investment Office (OIO) for consent under the OIA. Some or all of the Super Lots in the Lakeview Precinct are, or are likely to, constitute "sensitive land" for the purposes of the OIA, particularly given the recent passing of the Overseas Investment Amendment Act 2018 which brings residential land within the scope of the OIA. Any Respondent that is an "overseas person" for the purpose of the OIA will need to obtain consent under the OIA to acquire any interest in such sensitive land. Respondents should obtain specific advice as to their status under the OIA and the application of the OIA to the acquisition of the Super Lots within the Lakeview Precinct. QLDC will not accept a condition in any final development agreement relating to obtaining consent under the OIA. Accordingly, QLDC suggests that any Respondent that is an overseas person for the purposes of the OIA should apply for OIA consent during the course of the RFDP process so that should it be selected as the preferred Developer, it will be in a position to obtain OIO approval prior to entering into a formal development agreement with QLDC. As part of the Response Requirements, Respondents must advise whether they are an overseas person for the purposes of the OIA and provide full details of its process to obtaining OIO consent, including a copy of its application for consent, correspondence with the OIO regarding the application, and copies of any draft or final consent conditions. QLDC will prepare a Vendor Information Form as required. The OIA requirements may be a topic for discussion in the Interactive Workshops.

WORKING ASSUMPTIONS

For the purposes of preparing your submission the following working assumptions are to be made:

ASSUMPTIONS ON THE NEW ARTERIAL

QLDC has recently undertaken a masterplanning process for central Queenstown which includes a number of urban design elements and the review of options for a town centre arterial road adjacent to the Lakeview Precinct. Information regarding these elements is available in the data room. The land required to complete the New Arterial is being retained by QLDC; the Super Lots will not be affected. The New Arterial included in the detailed business case (completion scheduled for June 2019) remains subject to funding approval, so Respondents should not assume that this will occur.

DEVELOPMENT CONTRIBUTION CREDITS

In assessing development contributions, QLDC takes into account any historic entitlements. In the case of the new Super Lots there is a modest credit for water supply, wastewater, storm water, reserves, community facilities and transport relating to the existing motel units and residential cabins. Details are available in the data room.

VACANT POSSESSION/CAMPGROUND/CABINS

QLDC will provide vacant possession of the Super Lots on settlement. Existing leases (campground and cabins) will be terminated by QLDC in accordance with their terms.

ADJACENT DEVELOPMENT

QLDC is working with several landowners undertaking developments on land adjacent to and within the Lakeview Precinct:

- Well Smart proposal for the development of a five star 140 room hotel on land fronting Thompson Street and Lots 10 and 11 of the Lakeview Precinct.
- Proposal for the development of a three to five star 393 room hotel on land fronting Cemetery Road and Brecon Street.
- QLDC and Ngāi Tahu Tourism are parties to a heads of agreement under which Ngāi Tahu Tourism is proposing to develop a commercial hot pool operation to be located on QLDC administered reserve land within the Lakeview Precinct adjoining Lot 12. The intention is to develop a commercial hot pool operation offering bathing, spa and wellness experiences intimately set within an inspirational environment. QLDC is currently in negotiation with Ngāi Tahu Tourism on the terms of a ground lease. These negotiations are ongoing and if concluded, the lease will require the approval of Council under the Reserves Act. If concluded, the commercial agreements between the parties will include an iterative design process with QLDC approval rights leading up to the consenting stage.

Further information is available in the data room. Respondents should be aware of these projects but note that there is no certainty any of these will proceed as currently planned.

RESERVE LAND

QLDC has shaped and located the reserves within the Lakeview Precinct in a way that aligns with the contemplated urban development. Uses of the Lakeview reserve land include the Queenstown Lakeview Holiday Park, the proposed Ngāi Tahu Tourism hot pools development and a market square or plaza located at the centre of the Precinct. One parcel of reserve land (Lot 9 circa 8,240 sq.m) is currently being used for residential purposes which is inconsistent with the Reserves Act. QLDC intends to rectify this inconsistency as part of the overall development programme to align proposed activities on the reserve land with its reserve classification.

The QLDC District Plan currently designates reserves with a range of generic management options. In relation to the reserve areas at Lakeview, the reserves will be managed by way of a specific reserve management plan formulated in accordance with s 41 of the Reserves Act. That process includes consultation, submissions from members of the public and a public hearing.

RESPONSE REQUIREMENTS

A Development Proposal submitted in response to this RFDP must contain/address these Response Requirements. A checklist of response requirements is provided in the Data Room to assist Respondents with tracking completion.



1. A design statement that clearly demonstrates an appreciation of the design context, the development opportunity and describes and illustrates the proposed design response. This is to include the following as a minimum:
    a. Statement of design philosophy.
    b. Context analysis and summary of identified design and development considerations/opportunities.
    c. Overview of urban design outcomes achieved (built form and public realm).
    d. Explanation of site access, traffic and transport response.
    e. An assessment of the proposed design against the Project Objectives.
    f. Identification of any design elements that could be viewed as being inconsistent with Project Objectives and the rationale for their inclusion.
    g. Identification of any design elements that are inconsistent with the underlying zoning.
    h. A 3D computer massing model of the proposed development and surrounds.
    i. Plans and drawings that include, as a minimum:
        - A site plan (scale 1:1000) demonstrating how the proposed design interfaces with the surrounding streets and public spaces.
        - A set of plans (scale 1:500), elevations and sections of the proposed design. Access (pedestrian and vehicle) points throughout the sites and circulation should be identified.
        - A selection of perspectives that illustrate the design response; the purpose is to illustrate the urban design response, demonstrating how the scheme sits within its urban context. It is not required to be fully architecturally detailed but should display a level of articulation above basic geometry and massing). This should include:
            - Three overall development views showing the site in its immediate context (including approx. 2 additional blocks on each side) as viewed from the South, North & East. The viewpoint altitude shall be approx. mid-point horizon to the zenith i.e. 45 degrees.
            - A minimum of eight street / ground level perspective views which capture essential design principles, building relationships and relationship to site. The approximate position of these perspectives is shown Appendix D.
2. Schedules of Accommodation and Area Data Sheets providing indicative gross floor area, net floor area, unit numbers, unit sizes, typology, bedroom configuration and car parking numbers, by floor and by building.



3. Governance: Proposed Project Governance Structure including proposed terms of reference for the Project Control Group.
4. Development management: Particulars of the proposed project team including consultants (design and other) and key contractors including a brief biography with credentials for each key member of the team, their role on the Project team and the stages of the Project during which the member will be involved.
5. Sales & Marketing: A sales & marketing strategy including target markets and evidential basis or rationale used to support or develop the strategy, by site or stage as appropriate.
6. Programme: A graphical staging plan (3D massing model time lapsed) together with a Gantt chart (or similar) setting out the proposed delivery programme by stage and which addresses (by stage as relevant):
    - Design development
    - QLDC design approval
    - Consenting (resource, building)
    - Marketing and pre-sales
    - Construction
    - Completion
    - Any other key activities and milestones over the life of the Project.
7. Construction Management & Procurement:
    - Proposed development/construction staging and rationale;
    - Site management and access having regard to neighbouring uses;
    - Supply chain management, including approach to contractor procurement and involvement with specific commentary on any strategies proposed to address perceived market constraints; and
    - Your preferred infrastructure delivery programme, having regard to the programme options proposed by QLDC together with any changes you propose, rationale and key interdependencies.
8. Project risk register: A Project risk register which identifies key risks to completion together with identified mitigation strategies. This should cover market, consent and construction risks. The risk register should be specific (i.e. not simply a list of generic development risks) and highlight those matters which are particularly pertinent to the scheme proposed.

FINANCIAL

9. Contracting entity (the entity that will be entering into the Development Agreement): The contracting entity's legal status (limited liability company, partnership, JV etc.), and whether it has existing operations or is a special purpose vehicle.
10. Consortium members: List of all consortium members, their role on the project, their financial interest and the nature of their control (voting etc.).
11. Structure diagram: Showing the legal relationship between the contracting entity and its owners (including any intermediary entities), as well as any funders (including debt and equity), guarantors, and/or providers of security.
12. Financial capacity: Explain how the financial obligations of the contracting entity will be supported through the ownership structure. In particular, please demonstrate how and to what level the contracting entity will be capitalised when the development agreement is entered into. It is QLDC's expectation that on execution of the development agreement the contracting entity will be able to provide evidence that it has access to equity equivalent to between 25% and 35% of the total development cost of stage one. This may comprise the entities balance sheet capacity, cash, letter of credit or evidence of committed but uncalled capital.

COMMERCIAL

13. Derogations: Table of proposed amendments to the Development Agreement, categorised as to priority, using the derogation template provided in the data room.
14. Land payment: Proposed land payment for each Super Lot or stage using the price response template provided in the dataroom.
15. Super Profit Margin: Proposed preferred margin to be applied for the purposes of calculating Super Profit in accordance with the Development Agreement using the price response template provided in the dataroom.
16. Financial feasibility: QLDC requires that the Respondent submit a live Microsoft Excel based feasibility model for the Project which includes a completed (live linked) version of the Feasibility Pro Forma provided in the data room,
17. Overseas Investment consent: Respondents are to confirm whether they are an Overseas Person for the purpose of the OIA, and if they are, provide:
    - The application for consent;
    - Any correspondence received from OIO;
    - Confirmation as to timing for anticipated consent.

EVALUATION CRITERIA

The Evaluation Criteria which Development Proposals will be assessed against is set out in the table below, referencing both 'headline' and 'sub' criterion. For the purposes of this RFDP, only the weightings for headline criteria are stated, however the sub-criteria are listed in order of priority (with reference to the headline criteria to which it pertains).

Respondents should note that while sub-criteria are generally listed in the order of priority under each headline criterion, some listed consecutively may carry equivalent weightings (or may be significantly different).

EVALUATION CRITERIA	
Financial Bona Fides (5%)	
1	The Respondent must complete all Schedules in full (Appendix A) in order for the bid to be considered a complying bid.
2	The Evaluation Panel will consider as part of its broader assessment of the criteria the extent to which the information provided demonstrates, to QLDC's satisfaction, that: • The Respondent has the financial capacity to fund and deliver the proposed scope of its submission; and, • The contracting entity and/or its directors and guarantors are credit worthy and of suitable standing. • A Respondent must score at least half of the marks available (i.e. 2.5% of 5%) for this criterion in order to be considered for selection as the Developer.
Design Response (23%)	
3	The quality of the overall design response from an urban design perspective with reference to the plans, sections, elevations and perspectives.
4	The extent to which the design statement demonstrates an appreciation of the context/opportunity including the Queenstown Town Centre Masterplan.
5	Confirmation of the intent to align with the stated objectives and desired outcomes (or acceptable justification for perceived departures).
6	Capability and track record of the design team.

EVALUATION CRITERIA

Delivery (22%)	
7	Whether the proposed procurement strategy is likely to deliver value for money; and whether the initial thinking in respect of development and construction management (and staging) demonstrates an understanding of the surrounding context and adjoining uses.
8	Suitability of the proposed delivery programme having regard to achievability, staging and integration with surrounding development context.
9	The extent to which the sales and marketing strategy demonstrates a clear understanding of the target markets, is well reasoned and supportable and appears complementary to Queenstown and the Project Objectives.
10	Whether the project delivery team structure appears suitable for a project of this nature and whether the individuals assembled have the appropriate skill sets and capacity to collectively deliver the project.
11	How well the Respondent has considered and identified potential project risks and the extent to which the Respondent has identified mitigation strategies.
Price & Commercial Offer (50%)	
12	The NPV of the land payment.
13	Perceived commercial risk, including the extent to which the proposed land payments are conditional, the nature of those conditions and when these are expected to be satisfied in the context of the overall contracting and delivery programme.
14	The nature and extent of proposed derogations to the development agreement and whether they are consistent with the Project Objectives.
15	Whether the feasibility analysis for the Project has been correctly prepared, using evidenced assumptions.

PROBITY AUDITOR

An independent probity auditor has been appointed to oversee the RFDP process (up to contract award) and verify that the procedures set out in the RFDP documents are complied with. The probity auditor is not a member of the QLDC Evaluation Team. A Respondent concerned about any procedural issue has the right to contact the probity auditor and request a review. The outcome of any such review will be documented with copies sent to both the Respondent who raised the issue and to QLDC. The name and contact details of the probity auditor are as follows:

Bill Inglis
McHale Group
Level 1, 187 Featherston Street
PO Box 25103
Wellington 6146
Phone: (04) 496 5583
Bill.inglis@mchalegroup.co.nz

APPENDIX A - COMPLIANCE SCHEDULE

ANTI-COLLUSION WARRANTY

I/we warrant that my/our Development Proposal has not been prepared with any consultation, communication, contract, arrangement or understanding with any competitor or other Respondent to this RFDP, other than:

(a) where certain joint venture arrangements exist between me/us and a competitor;

(b) where I/we and a competitor have an agreement that has been authorised by the Commerce Commission; and

(c) where I/we has/have communicated with a competitor for the purpose of subcontracting a portion of the Project, and where the communication with that competitor is limited to the information required to facilitate that particular subcontract.

In such a situation, I/we agree to fully disclose to QLDC the full nature and extent of any agreements with competitors.

In the event that no such disclosure is made, I/we warrant that my/our Development Proposal has not been prepared with any consultation, communication, contract, arrangement or understanding with any competitor or other Respondent to this RFDP regarding:

(d) prices;

(e) methods, factors or formulas used to calculate prices;

(f) the intention or decision to submit, or not submit, a response;

(g) the submission of a Development Proposal that is non-conforming;

(h) the quality, quantity, specifications or delivery particulars of the products or services to which this RFDP relates; and/or

(i) the terms of the Development Proposal.

I/We acknowledge that if QLDC accepts my/our Development Proposal and completes any contract, QLDC will do so in reliance of this warranty.

Signature	
Name and title	
Organisation	
Contact details	
Date	

CONFLICT OF INTEREST DISCLOSURES

A conflict of interest is a situation in which a participant could gain (or be seen to gain) an unfair advantage through an association with an individual or organisation. Associations include financial, personal, professional, family-related or community-related relationships.

- ◊ An actual conflict of interest is where there already is a conflict.
- ◊ A potential conflict of interest is where the conflict is about to happen or could happen.
- ◊ A perceived conflict of interest is where other people might reasonably think there is a conflict.

The responses below must take into account all organisations associated with this RFDP (including subcontractors).

QUESTION	DETAILS
Does any person in your organisation have a close friend or relative who is (or could be) involved in any evaluation or decision-making relating to this procurement process? ☐ Yes ☐ No ☐ Potential ☐ Perceived	If you selected "Yes" or "Potential" or "Perceived", please insert details.
Has any person in your organisation recently offered any special discounts, gifts, trips, hospitality, rewards or favours to any person involved in any evaluation or decision-making relating to this procurement process? (e.g. free travel, free samples for personal use) ☐ Yes ☐ No ☐ Potential ☐ Perceived	If you selected "Yes" or "Potential" or "Perceived", please insert details.
Does any person involved in any evaluation or decision-making relating to this procurement process have a financial interest in your organisation? (e.g. the person is an employee of, or a shareholder in, your organisation) ☐ Yes ☐ No ☐ Potential ☐ Perceived	If you selected "Yes" or "Potential" or "Perceived", please insert details.
Are you aware of anything that might give the appearance that any person involved in the evaluation stage or decision-making stage of this procurement process is biased towards or against your organisation? (e.g. the person has used your organisation's corporate box) ☐ Yes ☐ No ☐ Potential ☐ Perceived	If you selected "Yes" or "Potential" or "Perceived", please insert details.
Is there anything else that we should know? ☐ Yes ☐ No ☐ Potential ☐ Perceived	If you selected "Yes" or "Potential" or "Perceived", please insert details.

DECLARATION

I/we declare that by submitting the Development Proposal:

- the information provided including the Conflict of Interest Disclosure is true, accurate and complete and not misleading in any material respect
- the Development Proposal does not contain intellectual property that will breach a third party's rights
- I/we have secured all appropriate authorisations to submit this Development Proposal, to make the statements and to provide the information in the Development Proposal and I/we am/are not aware of any impediments to enter into a development agreement to deliver the Development Proposal.
- I/we agree to notify QLDC as soon as possible of any conflicts of interest that arise (or could arise) in the future.
- the Development Proposal will remain open for acceptance for 12 calendar months from the deadline for responses.
- I/we have read and agreed to the RFDP Terms and Conditions.

I/we understand that the falsification of information, supplying misleading information or the suppression of material information in this declaration and the response may result in the Development Proposal being eliminated from further participation in the RFDP process and may be grounds for termination of any contract awarded as a result of the RFDP.

By submitting a Development Proposal in response to this RFDP the person named below represents, warrants and agrees that he/she has been authorised by the Respondent to make this declaration on its/their behalf.

Signature	
Name and title	
Organisation	
Contact details	
Date	



APPENDIX B: RFDP TERMS AND CONDITIONS

1. Acceptance of terms and conditions

1.1 By submitting a Development Proposal in response to this RFDP, the Respondent is deemed to have accepted the terms and conditions set out in this RFDP. Any additional terms and conditions set out in the Respondent's response will not necessarily apply and will be subject to negotiation with QLDC if the Respondent is successful.

1.2 If there is any conflict or inconsistency between the terms and conditions set out in this RFDP and the terms contained in a Respondent's response, the terms and conditions set out in this RFDP shall prevail.

2. Status of RFDP

2.1 This RFDP is closed and has been issued solely to Respondents shortlisted by QLDC through the EOI process.

2.2 The Respondent acknowledges and agrees that this RFDP is not a contractual offer, but merely an invitation to Respondents to submit a Development Proposal, which will be governed by the terms and conditions of this RFDP.

2.3 Nothing in the conduct of this RFDP process obliges QLDC to enter into any contract or further agreement with any Respondent in relation to the Project that is the subject of this RFDP, unless and until that Respondent has received written notification from QLDC of the acceptance of its Development Proposal and QLDC and the successful Respondent have negotiated and executed a development agreement in respect of the procurement of the Project.

3. Confidentiality and announcements

3.1 Respondents acknowledge that QLDC must comply with the Local Government Official Information and Meetings Act 1982 and all disclosure/information requests arising from any other local government process, rules of procurement, and/or enactment or rule of law (Disclosure Obligations).

3.2 If a Respondent wishes to protect specific information, it may mark it as "Commercial: In Confidence". It is not acceptable that the entire response be marked as such. QLDC will consider such indications when meeting its Disclosure Obligations. QLDC cannot, however, guarantee that information marked "Commercial: In Confidence" can or will be protected if QLDC receives a request for information pursuant to a Disclosure Obligation or is otherwise obliged by law to disclose such information.

3.3 Each Respondent agrees to keep the content of this RFDP and all documentation or other information provided by or on behalf of QLDC strictly confidential and may only disclose such RFDP information to persons directly involved in the RFDP process on its behalf, and only for the purpose of participating in this RFDP. The Respondent must take reasonable steps to ensure that such recipients do not disclose RFDP information to any other person or use such information for any purpose other than responding to the RFDP.

3.4 Should it be found that a Respondent has disseminated information in breach of this RFDP and without prior written approval of QLDC then the Respondent may be removed from the RFDP process and QLDC may seek remedies available to it.

3.5 Respondents receiving this RFDP and any associated documents must not make any public statement in relation to the Project, this RFDP, the RFDP process, their Development Proposal, or the Respondent's participation in the RFDP process, without QLDC's prior written consent.

3.6 No advertisement or other information relating to the Project, this RFDP, the RFDP Process, response to the RFDP or any contract that may arise out of it shall be published in any media without the prior written approval of QLDC.

4. Enquiries and Communications

Communications with QLDC

4.1 All communications relating to this RFDP process must be directed by email only to the QLDC Contact Person (or such other contact who may be appointed by QLDC from time to time). Communication regarding the data room information must be sent to the data room email address. Respondents must not contact QLDC in relation to this RFDP other than in accordance with these terms and conditions.

4.2 QLDC is not bound by any statement, written or oral, made by any person regarding this RFDP or the procurement process other than QLDC's Contact Person. QLDC's Contact Person is the only person authorised to make representations or explanations regarding this RFDP document or the procurement process.

Communications with Respondents

4.3 QLDC will not communicate with any Respondent except in the following circumstances:

- clarification of information in this RFDP by Respondents (only prior to the Questions Closing Date);
- notifying Respondents of any change in the RFDP process;
- seeking clarification of submitted Development Proposals;
- conducting interactive workshop meetings with any of the Respondents;
- negotiating with the preferred Respondent(s); and
- informing Respondents of the outcome of the RFDP process.

Additional Information and Clarifications

4.4 All requests for clarification or further information must be made in writing and in accordance with these terms and conditions and be received by the time and date given in this RFDP. Any requests received after this time and date may or may not be responded to, at QLDC's sole discretion. Any clarification or further information will, in general, be provided to all Respondents by way of written notice. All such notices issued will become part of this RFDP.

4.5 Questions and answers which QLDC deems are important to the RFDP process may be provided to all Respondents.

4.6 QLDC is not bound by any statement, written or oral, made by any person other than QLDC's Contact Person.

5. Collection of Information

Reference checks

5.1 Each Respondent authorises QLDC to collect any information from the Respondent (including from any personnel referred to in the Development Proposal) and relevant third parties (such as referees) and to verify any information included in the Development Proposal or disclosed to QLDC in connection with the Development Proposal, and use that information as part of its evaluation of the Respondent's Development Proposal.

Quality control

5.2 During QLDC's assessment of Development Proposals submitted by Respondents pursuant to this RFDP, audit and quality assurance checks may be carried out as part of QLDC's risk management process. QLDC may seek further information on any issue from sources other than those supplied by the Respondent in its Development Proposal.

5.3 Respondents consent to QLDC undertaking audit and quality assurance checks as part of QLDC's risk management process and agree to provide QLDC with such assistance as QLDC may reasonably require.

6. Canvassing

6.1 Communications may only be made through QLDC's Contact Person. Respondents must not approach or canvass any other QLDC employees, contractors, consultants or anyone who has a direct working relationship with QLDC. Any Respondent who does so, either directly or indirectly, may be considered in breach of the RFDP terms and conditions and may be disqualified from the RFDP process.

7. Acceptance of gifts

7.1 Gifts, inducements, promotional products, services and so on will not be accepted by QLDC, its employees, agents, consultants or contractors at any time during the RFDP process.

7.2 Any Respondent attempting to provide gifts, inducements, promotional products, services and so on to any of QLDC's employees, agents, consultants or contractors may be disqualified from the RFDP process.

8. Conflicts of interest

8.1 As part of its response to this RFDP, each Respondent must complete the Conflict of Interest Disclosure in the form set out in Appendix A.

8.2 Each Respondent must disclose any actual, potential or perceived conflict of interest (including personal and financial) in relation to the matters covered by this RFDP and the Project, and state how it would mitigate these. A conflict of interest may be:

- actual: where the conflict currently exists,
- potential: where the conflict is about to happen, or could happen, or
- perceived: where other people may reasonably think that a Respondent or QLDC is compromised.

8.3 It is essential that any such conflicts be declared, even if the Respondent considers them to be of no significance.

8.4 QLDC reserves the right not to proceed any further with its evaluation, or not to select a Respondent, or to negotiate with a Respondent with respect to the management or mitigation of any conflict of interest, if, in its sole discretion, QLDC determines the conflict of interest, or the management of it, is not acceptable or has not been properly disclosed.

9. Anti-collusion

9.1 As part of its response to this RFDP, each Respondent must complete and sign the Anti-Collusion Warranty in the form set out in Appendix A.

10. Ownership of intellectual property of RFDP and response documents

10.1 The content of this RFDP, and all documentation or other information provided by or on behalf of QLDC, is and shall remain the property of QLDC. QLDC only grants the Respondent a limited, revocable, and non-exclusive license to use the information provided in this RFDP for the sole purpose of submitting the Development Proposal and not for any other purpose.

10.2 The Development Proposals submitted to QLDC in response to this RFDP shall be retained by QLDC. Intellectual property in a Respondent's Development Proposal will not pass to QLDC. However, by submitting a Development Proposal, each Respondent licenses QLDC to use, copy, adapt, modify and reproduce its Development Proposal for the purpose of evaluating its Development Proposal and any resulting negotiation.

11. Information provided by Respondent complete and accurate

11.1 QLDC will rely on information provided by each Respondent at all stages of the RFDP process. It is anticipated that information provided during the RFDP process will form part of the final contract if a successful Respondent is selected. By submitting a Development Proposal, each Respondent warrants that all information provided by it to QLDC, in or in relation to its Development Proposal, is complete and accurate in all material respects, is not misleading, and that in preparing the Development Proposal all reasonable skill and care has been exercised. Each Respondent also warrants to QLDC that the provision of that information to QLDC, and the use of it by QLDC for the evaluation of its Development Proposal and for any resulting negotiation, will not breach any third party intellectual property rights.

11.2 Any assumptions or interpretations a Respondent makes with respect to this RFDP or its Development Proposal must be clearly identified and stated.

11.3 QLDC is under no obligation to check any Development Proposal for errors. Acceptance by QLDC of a Development Proposal that contains errors will not invalidate any contract that may be negotiated on the basis of that Development Proposal.

12. Respondents to inform themselves

12.1 Unless expressly agreed to the contrary in writing, QLDC makes no representation and gives no warranty, whether express or implied, as to the accuracy or completeness of any information it has or will provide in connection with the RFDP process, including any information provided via the data room. Respondents will be responsible for verifying the accuracy and adequacy of the information supplied by or on behalf of QLDC and shall undertake all such further investigations as they consider appropriate. QLDC accepts no liability on account of errors in any statements made or data provided in the course of response preparation, within the RFDP itself, including via the data room, or during subsequent negotiations and each Respondent must rely on its own inquiries.

12.2 The Respondent in submitting its Development Proposal, warrants and undertakes to QLDC that it has:

(a) examined this RFDP and all documents referenced by the RFDP (if any) and any other information made available by QLDC to the Respondents;

(b) identified and obtained any additional information it may require to design and cost its Development Proposal which meets QLDC's requirements;

(c) considered all the risks, contingencies and other circumstances that may have an effect on its Development Proposal; and

(d) satisfied itself as to the correctness and sufficiency of their Development Proposal including the pricing structure offered and that the Development Proposal will meet QLDC's requirements.

13. Cost of responding

13.1 Each Respondent shall be responsible for all costs associated with the preparation and submission of its Development Proposal pursuant to this RFDP including (without limitation):

(a) communications and/or negotiations with QLDC; and/ or

(b) meetings, interviews or presentations with QLDC; and/ or

(c) any additional information requested by QLDC; and/or

(d) obtaining any expert reports or other professional advice; and/or

(e) any contract negotiations or legal advice sought; and/or

(f) site inspections/visit (if any).

14. Rates/Pricing and GST

14.1 Rates and/or prices quoted in a Respondent's Development Proposal should be in New Zealand dollars and exclusive of Goods and Services Tax (GST), but inclusive of all other taxes and duties.

15. Non-conforming responses

15.1 Any Development Proposal which has incomplete schedules, is not correctly completed or has departures, exclusions, clarifications or qualifications can be considered by QLDC as a non-conforming response and may be rejected or considered in QLDC's sole discretion.

15.2 Respondents should provide full information to enable QLDC to properly evaluate any non-conforming Development Proposal. Respondents who have not supplied full information may not have their non-conforming Development Proposal reviewed.

15.3 In relation to any such non-conforming Development Proposal, QLDC may, at its sole discretion:

(a) evaluate and/or reject such Development Proposal;

(b) assign a price to any non-conformities (for the purpose of evaluation);

(c) request the Respondent to withdraw any non-conformities without adjustment to the submitted offer; or

(d) request the Respondent to withdraw any non-conformities, with adjustment to the submitted offer, provided that the adjustment is for an amount that would have been reasonably expected had the Development Proposal been submitted without that non-conformity.

16. Notification of RFDP outcome

16.1 QLDC will notify the Respondents of the outcome by the date set out in this RFDP.

16.2 QLDC will give public notice of the conclusion of entry into a development agreement with the Developer.

16.3 All Respondents will be notified of the outcome and the name of the successful Respondent (if any). Following notification, **a** debriefing will be available upon request from unsuccessful Respondents.

17. Exclusion of Council's liability

17.1 Nothing in this RFDP imposes any duty of care on QLDC and any such duty of care is expressly excluded.

17.2 Neither QLDC, QLDC's Contact Person nor QLDC's employees or agents will be liable in contract, tort, equity or in any other way for any damage (including a direct, indirect or consequential loss), loss or cost (including but not restricted to legal costs and response preparation costs) incurred by any Respondent in this RFDP process.

17.3 QLDC or its employees or agents are also not liable for any liability, damage, loss (including a direct, indirect or consequential loss), cost or expense (including but not restricted to legal costs and response preparation costs), arising from the cancellation, suspension, re-issuing or amendment of this RFDP or in relation to or in connection with any other course of action QLDC may follow or pursue relating to this RFDP.

17.4 While QLDC has made every effort to ensure the information and representation made or contained within this RFDP is correct, QLDC is not liable for any errors in fact, or reliance by any party or otherwise. Notwithstanding any other provisions in this RFDP, if QLDC is found to have any liability to the Respondents, on whatever basis, then QLDC's liability is, in all circumstances capped at $1.00.

18. Rights reserved by QLDC

18.1 Despite any other provision in this RFDP, QLDC reserves the right in its sole discretion to:

(a) reject all or any of the Development Proposals;

(b) not accept the lowest or the highest priced Development Proposal;

(c) accept or reject any late or non-conforming Development Proposal. Where QLDC accepts a late Development Proposal it will do so in accordance with good practice and consistency with any public law obligations;

(d) apply, or change, and give whatever weighting it wishes, to any policy or criteria relating to the participation in this RFDP or any subsequent process or evaluation of Development Proposals (including, without limit, to the evaluation criteria);

(e) consider accepting alternative Development Proposals;

(f) negotiate with any Respondent who submits a Development Proposal (to the exclusion of other Respondents) at any time and upon any terms and conditions;

(g) seek further details or clarification from a Respondent about any aspect of its Development Proposal, provided that QLDC will not be obliged to seek the same details or clarification from each Respondent;

(h) amend, suspend or withdraw all or any part of the RFDP or the RFDP process on written notice to all Respondents;

(i) alter any timelines and dates in the RFDP process on written notice to all Respondents;

(j) accept all or any part of any Development Proposal, unless specifically stated otherwise in a Development Proposal by the Respondent;

(k) undertake due diligence, including financial checks, relating to any Shortlisted Respondent at any time during the RFDP process;

(l) waive any irregularities or informalities in a Development Proposal or in the evaluation of Development Proposals or in the process for this RFDP; and

(m) do any other act or thing that QLDC reasonably sees fit in relation to this RFDP.

19. Capacity of Queenstown Lakes District Council

19.1 Queenstown Lakes District Council is undertaking this RFDP in its non-regulatory capacity as land owner. Nothing in this RFDP, any dealings of QLDC with a Respondent during the course of this RFDP process, or any subsequent development agreement that may be entered into by QLDC, in any way binds or will bind QLDC in its capacity as a regulatory authority. When acting in its regulatory capacity, QLDC is entitled to consider all applications to it without regard to this RFDP and the RFDP process and QLDC will not be liable to any Respondent or other party if, in its regulatory capacity, QLDC declines or imposes conditions on any consent or permission a Respondent or any other party may seeks for any purpose associated with the Lakeview Precinct and any Development Proposal.

20. Governing law

20.1 This RFDP is governed by New Zealand law and each Respondent submits to the non-exclusive jurisdiction of the New Zealand courts as to all matters relating to this RFDP.

GLOSSARY OF TERMS

TERM	DESCRIPTION
Developer	The successful Respondent selected by QLDC pursuant to this RFDP process that enters into the Development Agreement with QLDC to undertake the Project.
Development Agreement or DA	The development agreement to be entered into between QLDC and the Developer in order to implement the Project, the base form of which is included in the data room.
Development Proposal	A detailed development proposal for the development of the Super Lots submitted by a Respondent in response to this RFDP.
EOI	The Invitation for Expressions of Interest issued by QLDC in respect of the Lakeview Precinct on 20 February 2018.
Evaluation Criteria	The evaluation criteria for this RFDP to be used by the Evaluation Panel for the assessment of a Development Proposal.
Evaluation Panel	The panel appointed by QLDC which will evaluate the Development Proposals and recommend a successful Respondent.
Interactive Workshops	The interactive workshop meetings to be held between QLDC and each Respondent during the RFDP process.
Lakeview Masterplan	The QLDC masterplan for the Lakeview Precinct showing the Super Lot boundaries and public roads and reserve areas, a copy of which is provided in the data room.
Lakeview Precinct	The Lakeview Precinct comprising the Super Lots which are the subject of this RFDP.
Project	The progressive development of the Super Lots within the Precinct in a manner that achieves the Project Objectives.
Project Objectives	QLDC's objectives for the Project as described in this RFDP.
Queenstown Town Centre Masterplan	The QLDC masterplan for the future development of the Queenstown town centre, the component documentation of which can be found at www.qldc.govt.nz/your-council/major-projects/queenstown-town-centre/masterplan-document-hub/
Request for Development Proposals or RFDP	This Request for Development Proposals, together with any variations or addenda notified by QLDC.
Response Requirements	The specific requirements that must be addressed in a Development Proposal submitted by a Respondent, as set out in this RFDP.
Respondent	Each of the developer parties shortlisted by QLDC following the EOI process and invited to submit a Development Proposal.
Super Lots	The 8 Super Lots, with a total area of 3.09ha (more or less), which QLDC is seeking to have developed by the Developer.

APPENDIX C: INTERACTIVE WORKSHOP GUIDELINES

OVERVIEW

Interactive Workshop (IW's) are intended to raise the level of understanding of QLDC's requirements for Lakeview Precinct and, in turn, improve the quality of Development Proposals from the Respondents.

- ◊ IW's are not negotiation sessions.
- ◊ Responses provided and concepts presented at IW's will not form part of evaluation.
- ◊ There should be equitable and respectful dialogue between parties.
- ◊ Open two-way communication is critical to a successful IW. All representatives should interact positively with the other team.
- ◊ An IW should be conducted within a framework that ensures the principles of probity are adhered to.
- ◊ IW's are informed and non-contractual.

IW PROTOCOLS

1. IW's will be structured in a manner which will allow both QLDC (and its representatives) and Respondents to provide information, with each party able to ask questions as relevant. Respondents may:
    - Request feedback during IW's on issues relating to the preparation of their Development Proposals;
    - Ask questions to clarify specifics of the RFDP; and/or seek QLDC's (and its representatives) feedback as to whether a particular approach addresses the requirements of the RFDP (e.g. in the form of meets/does not meet requirements).
2. The overall purpose of the IW's is to provide clarity with regards to QLDC's requirements and expectations.
3. QLDC or its representatives will not indicate (or suggest) how a Respondent should comply with the RFDP, but rather whether it considers the Respondent's proposal aligns with requirements and expectations.
4. Comments should be framed in the context of QLDC's requirements as set out in the RFDP, noting that at times it may be appropriate to clarify the requirements of the RFDP, and the reasons behind QLDC's requirements, rather than simply referring Respondents back to the relevant documentation.
5. Feedback should not prescribe the content of proposals or lead Respondents to a particular solution. Respondents will need to form their own view of how to incorporate QLDC's feedback into its Development Proposal.
6. Respondents should not seek, and QLDC will not provide, outright endorsement, approval or evaluation of design concepts or other components of the Development Proposal.
7. In addition to responding to questions asked by Respondents, QLDC may indicate where it has concerns regarding designs or other information presented during IW's.
8. These concerns must be expressed however, in terms of the specific requirements of the RFDP (e.g. a Respondent may be asked how it believes the Development Proposal addresses the requirements of a particular section of the RFDP).
9. While QLDC and its representatives will endeavour to draw the Respondent's attention to an element of a Development Proposal that it considers may be inconsistent with the RFDP or fails to adequately meet QLDC's requirements, QLDC cannot (and will not) represent that every inconsistency or issue will be detected and/or commented upon.
10. QLDC and its representatives should express a collective view and avoid personal opinions. In responding to questions, QLDC shall ensure consistency of response.

11. QLDC and its representatives may decline to answer specific questions from a Respondent within an IW. In this case, QLDC should indicate why it considers answering the question is inappropriate.

12. If QLDC is unable to provide a full response to a question during the IW, the Respondent may elect to pose the question through the written clarification process.

13. Commercial-in-Confidence and intellectual property material will be treated appropriately by QLDC to ensure that a Respondent's "competitive advantage" is protected.

14. Although the concepts/proposals presented by each Respondent will be different, the approach taken by QLDC and its representatives will be consistent. Under no circumstances will any discussion of the other Respondent's Development Proposals be permitted, and the QLDC participants in each IW will be specifically briefed to ensure that they do not inadvertently disclose information from another Respondent.

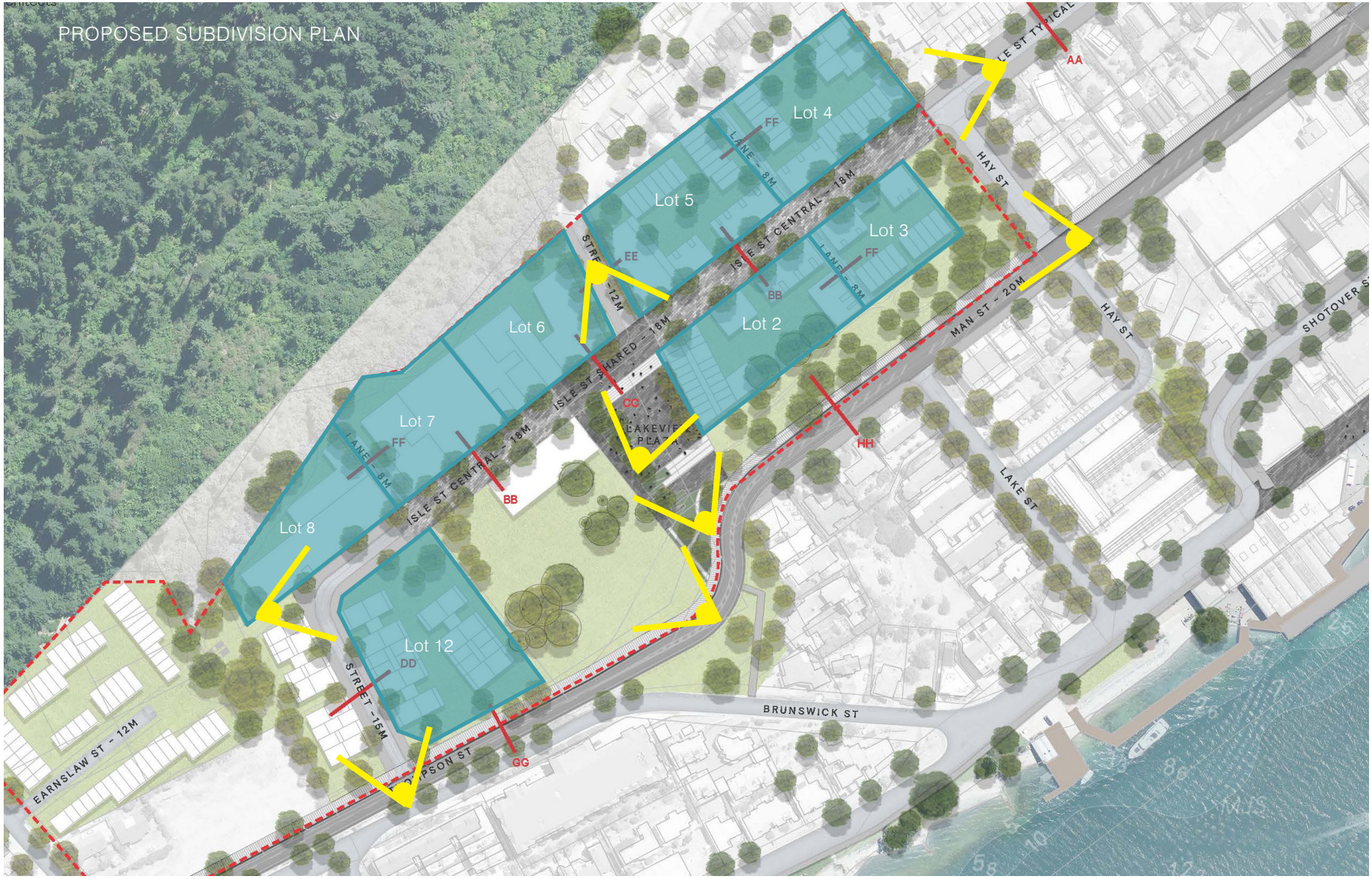
15. Respondents are permitted to submit (prior to a scheduled meeting, along with the associated agenda) drawings, plans or other documents for consideration. No material provided by the Respondent in the meeting should normally be left with QLDC. The Respondent is responsible for retrieving and removing all drawings and materials provided or created during and at the conclusion of each IW.

16. Breakout space should be made available at meetings so that representatives of either the Respondent or QLDC can have confidential discussions between themselves where the need arises.

LAKEVIEW PRECINCT

QUEENSTOWN, NEW ZEALAND

APPENDIX D: ARCHITECTURE PERSPECTIVE





REQUEST FOR DEVELOPMENT PROPOSAL

CBRE

CBRE (Agency) Ltd
Licensed Real Estate Agent (REAA 2008)

LAKEVIEW PRECINCT

QUEENSTOWN, NEW ZEALAND

LAKEVIEW DEMOLITION PROJECT WASTE REPORT
13 JULY 2020 – 13 OCTOBER 2021

Document No: D0012-QA-RP-030-R0

Contract No: C-19-102

Project Title: Lakeview Campground - Demolition

Location: Queenstown, New Zealand

Client: Queenstown Lakes District Council (QLDC)



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1. Executive Summary

Ryal Bush Transport successfully tendered the Lakeview Demolition project and commenced works onsite on 13 July 2020, the project team demobilised on 13 October 2021 following the completion of a successful project.

The scope of works consisted of demolition of;

1. 68 individual cabins. Varying construction.
2. 6 motel blocks ranging from approximately 20m to 40m in length. Concrete construction.
3. 8 Facilities / ablution blocks and sheds. Varying construction.
4. A Manager's residence. Timber construction
5. Any other building or structure found within the site area

From the initial tender process Ryal Bush committed to delivering a project that diverted as much waste from landfill as possible, this included providing an alternative to the original request for tender by putting forward a proposal to remove buildings as whole units therefore continuing their useful life on another site. At every opportunity Ryal Bush endeavoured to minimise waste in a practical way to ensure targets were not only met but exceeded.

Original self set targets by Ryal Bush at tender were;
Concrete – 100% recycled – Achieved (excluding concrete contaminated by asbestos)
Metals – 100% recycled – Achieved
Clean Timber 25% recycled – Achieved
Demolition waste 22% of all waste classified as not suitable for recycling – Exceeded Target, Demolition waste made up 7.8% of all waste from site.

The following is a high level overview of the waste produced during the demolition, challenges faced by the project team and successes during the project.



Figure 1: The Lakeview Site from former Cabin 164

2. Overview of Materials Disposed Off Site

LAKEVIEW DEMOLITION – WASTE BY TYPE

	Treatment						
Material(s) Type	Recycled	Reuse	Recovered	Donated	Landfilled	Destination Facility	Comments
Concrete/masonry	4345.1			See donation list		Rock Supplies	To be processed into aggregate
Asphalt/Chip seal		406					FH Roading in pit
Metals	57.18					OSM & SIMS	
Untreated Timber	261.11					DT Kings	Recycled to Furnace Fuel
Treated Timber							
Green waste	188	59.5				QLDC/Rock Supplies	Chipped Waste for reuse
Demolition Waste					501.64		Timpany Landfill
Asbestos					64.56		Tim pany Landfill
Contaminated Waste					12.86		Black Mould
Pavers		29				Vrs	Pelletised for reuse
Cabins		420				Vrs	20 Cabins left site (20t ea)
Motel		120					4 sections (30t ea)
Plastics							
Fuel Tanks	3.5						Tanks destructed & recycled
Totals	4854.89	1035	0		579.06		

Total Waste Created (t)	6468.45
Total Diverted (t)	5889.39
Diversion Rate	91%

Soil (asbestos)					12,669.8		Timpany Landfill

Note: All qty's are in tonnes

3. Challenges

Through out the demolition avenues were continually looked at to ensure items were being reused. While the objective is to reuse them in their current form is preferable this is not always the case. The team at Ryal Bush are continually looking for avenues to reuse or recycle materials this includes partnering with other businesses that have avenues for material processing and end uses. The main issues encountered during the Lakeview Demolition are outlined below.

3.1. Conflicting objectives

The 2 story motel block was one example where conflicting regulations posed issues.

Ryal Bush in conjunction with King House Removals sort locations to relocate this building, several promising options were investigated with end users however the sticking point on multiple occasions appeared to be getting planning approval to use the building in the proposed locations. Due to this the building is currently being stored while options for an end use are being explored.

3.2. Mould

The general state of the buildings posed challenges to the waste targets; several buildings had major issues with mould. In some cases, this could be removal under stringent controls but in the case of Cabin 59 the entire building was contaminated to the point that the whole building was removed in its entirety and disposed of as contaminated waste.

The facilities building in SP2 is another example with the building being of relatively modern construction, areas of framing timber & wall linings were extensively damaged by mould. These were removed as contaminated and the building "cleared" of mould and areas sprayed with bleach to kill any remaining spores prior to demolition continuing.



Figure 2: Mould in the facilities building in SP2

3.3. Building alterations

With the majority of buildings being 40+ years old there had been multiple alterations with no records, these provided many surprises with items encountered such as; hidden walls and redundant foundations from previous building. While the effect of this is not a major contributor to waste creation it does pose issues on how demolition was planned vrs how it had to be undertaken which can affect waste creation.

3.4. Asbestos



Figure 3: Maintenance Shed are following contaminated soil removal

With the age of buildings being consistent with products containing asbestos there was a considerable amount of additional asbestos discovered once onsite. Asbestos waste can not be reused in any form and was removed by Worksafe licence holder Southern Insulation. Examples of asbestos discoveries range from within ceiling cavities, malthoid products, retaining walls, concrete boxing and various other locations. A total of 64.56t of asbestos products were removed from building as disposed of at a registered landfill. During the demolition process a substantial amount of soil was discovered to have asbestos contamination. The client engaged PDP to undertake oversite of the removal of this material. During the project contaminated soil was removed over 12 months with a total of 12,669.8t removed

from site for the project. This significant volume of material was directly related to historic activities on the site. The project team undertook all removal at the direction of the client's on site representative.

4. Successes

The scope of the demolition at Lakeview allowed for many avenues to be explored that are not viable on a small scale. Throughout the project Ryal Bush continued to explore avenues to minimise material to landfill with many successes during the project.

4.1. Relocations of cabins

Although the relocation of cabins was originally excluded from the tender Ryal Bush were able to provide the client with a viable proposal that not only diverted suitable building from landfill and gave them a new life, but also provided the client with savings.

A total of 21 cabins & the 2-story motel unit were able to be relocated from the site, many of these went direct to new sites with some being stored for future use. There was a substantial amount of logistical work put in by the team to ensure the buildings could be removed from site with substantial roadworks on normal traffic routes.



Figure 4: A cabin loaded ready to be transported from site



Figure 5: 2 story motel block being craned out for removal from site

4.2. Donations

In all demolitions Ryal Bush encourage donations of items that can be reused by community organisations, local groups and individuals where practical. The state of the buildings that were not relocated posed some issues in this regard however there were multiple items that were donated. Below is a list of the types of items that were donated at no cost.

The original intention had been to have an onsite viewing for items however it quickly became apparent that due to the EH&S risks and covid issues this would not be feasible. Despite this a number of items were still donated and found use at new locations.

LAKEVIEW DEMOLITION - DONATIONS

QTY	ITEM	RECIPIENT
3	Rose bushes	Private Individual
1	Steel Stairs Cabin#9	Private Individual
2	Dump Stations	NZMCA
1	French Doors	Private Individuals
1	French Doors	Private Individuals
1	French Doors	Private Individuals
10	Steel Windows	Private Individuals
Vrs	Light Fittings	Private Individuals
1	Shower Door	Creeksyde Camp Ground
2	Pallet Pavers	Private Individual
3	Stainless benches	Private Individual
8	Pallet Pavers	Private Individual
240m2	Corrugated Iron	Private Individual
1	Old toilet from workshop	Private Individual
7m3	Clean timber	Private Individuals
14	sliding doors	Private Individuals
4	Pallet Pavers	Private Individual
1	#169 Garage	Private Individual
Vrs	Plywood & Cabinets	Private Individual
2	Heat Pumps	Wakatipu Rowing Club
22	2m3 bags Pink batts	Private Individuals
16	sky dishes	Private Individuals
7	hand basins	Private Individuals
16	doors	Private Individuals
Vrs	Toilet fittings	Private Individuals
5	Doors	Private Individual
1	Pallet Pavers	Private Individual
10	Pallet of cinder blocks	Kings House Removals

5. Additional Site Photos



Figure 6: Items removed from facilities blocks for reuse



Figure 7: Pavers lifted by hand and stacked for reuse



Figure 8: Loading out of demolition waste in high capacity trucks



Figure 9: Sorting of waste streams during demolition



Figure 10: Area 6 completed for handover

Ref: 18013
30 July 2020

[redacted]
APL Property Limited

By email: [redacted]@aplproperty.co.nz

RE: Lake View – Suitability of Soils

1 Introduction

Queenstown Lakes District Council (QLDC) is redeveloping the former Lake View holiday park. The proposed development will include a range of commercial and community facilities and high-density residential housing.

A preliminary site investigation (PSI) submitted as part of the Lakeview Sub-zone plan change identified a number of potentially contaminating activities on site, including a workshop, bulk storage of fuel, servicing of electrical transformers, persistent pesticide use, and the presence of asbestos and lead in building and cabins on site (Davis Consulting Group, 2014). The PSI concluded that it was highly unlikely heavy metal and persistent pesticides would be present in concentrations that exceed the applicable Soil Contaminant Standards (SCSs) for high-density residential, recreational, or commercial/industrial land uses. Impacts of petroleum hydrocarbons were considered possible, but likely to be localised. Although risks to human health were considered low, the PSI recommended sampling and analysis if off-site disposal of soil was required in the future.

A detailed site investigation (DSI) was completed in 2018 by e3 Scientific Limited as required by condition 18 of Consent RM170924. The investigation identified modestly elevated concentrations of heavy metals in soil, particularly around buildings on site where lead-based paints and treated timber were used. Sample results indicated that soils within 1.5 m from the building footprints, and to a depth of 0.2m, were impacted by heavy metals from the use of lead-based paint and treated timber. The DSI stated that if soils from these areas are to be taken off-site,

they must be taken to a Class A landfill facility. Additional assessment of heavy metal concentrations was completed on 4th March 2020. The purpose of the additional analyses was to further delineate the area of impacted soils to reduce the total volume of soils that would require transportation and disposal to a Class A landfill should off-site disposal be required as part of construction activities.

2 Heavy Metals

During these investigations, heavy metal concentrations in 161 soil samples from the project area were evaluated using a field portable X-Ray Fluorescent (XRF) analyser and/or laboratory analysis. Sample locations are shown in Attachment 1. Tables of results are provided in Attachment 2.

Samples were either collected from the open tenting/camper-van parking areas, or from under and around the cabins and buildings on site.

Out of the 161 sample locations, four samples exceeded the arsenic Soil Contaminant Standards for high-density residential, recreational, and/or commercial/industrial land uses. Samples that exceeded relevant human health criteria are shown in Table 1 below.

Table 1: Soil Contaminant Standard exceedances

Name	Location	Method	Arsenic	Chromium	Copper	Lead	Nickel	Zinc
07b	Under Building	XRF	76	0	29	115	17	195
x50	Outside Building	Lab	110	52	75	240	9.7	500
x54	Outside Building	XRF	45.5	238	36	480.5	0	642
x63	Outside Building	Lab	83	37	68	130	9.8	1200
Predicted Background[1]:			12	80	43	44	45	183
High Density Residential Criteria:			45[2]	1500[2]	>10,000[2]	500[2]	1200[3]	60,000[3]
Recreational Criteria:			80[2]	2700[2]	>10,000[2]	880[2]	1200[3]	30,000[3]
Commercial Industrial Criteria:			70[2]	6300[2]	>10,000[2]	3300[2]	6000[3]	400,000[3]

1 Landcare Research Predicted background soil concentrations - 95%ile values for gravel (Manaaki Whenua Landcare Research, 2015)
2 Soil Contaminant Standards in Methodology for Deriving Soil Contaminant Standards to Protect Human Health (MfE, 2011). Chromium concentration based on Chromium (VI).
3 Schedule B (1) Guideline on the Investigation Levels for Soil and Groundwater in National Environment Protection (Assessment of Site Contamination) Measure 2013 (NEPC, 2013)
Orange denotes human health criteria exceedance.

The Soil Contaminant Standards are derived to be protective of long-term use of use of a site based on conservative assumptions regarding regular exposure to soil. This being the case, it is appropriate to assess risks to future site users from long-

term average exposure by considering contaminant concentrations across the area that a site user will occupy. Generally, it is appropriate to compare an upper-bound estimate of the average contaminant concentration across the relevant exposure area with the soil guideline value for risk assessment purposes, provided there are no significant hot-spots present on the site. 'Hotspots' are usually defined as individual or spatially grouped results exceeding the applicable soil guideline value by more than 2 to 3 times.

In this case, only sample x50, which returned an arsenic reading of 2.4 times the SCS for high-density residential land use could be considered a potential 'hotspot.' In any event, all four exceedances are located within a proposed roading corridor which is likely to be excavated during construction. Hypothetically, even if this soil were to remain in place as part of road verge or similar, the most appropriate generic exposure scenario would be recreational, with a SCS of 80 mg/kg.

As seen in Attachment 2, average concentrations of heavy metals, across each of the sampling areas, are well below the applicable Soil Contaminant Standards, and the risk considered to be acceptably low. Similarly, it is highly unlikely that there would be a risk to human health if excavated soils were to be retained on site in the proposed recreation reserve. Again, the average contaminant concentrations are well below criteria for recreational land use, and the process of excavating, transporting, and redistributing the soils is likely to resulting in further mixing and dilution of any localised 'hotspots' associated with treated timber posts or similar.

3 Asbestos in Soils

The DSI identified the presence of asbestos containing materials in buildings on site and noted that development would require management in accordance with the Health and Safety at Work (Asbestos) Regulations 2016. e3s understands that a licensed asbestos removalist (Ryal Bush Transport Limited) and licensed independent assessor (Pattle Delamore Partners Ltd) have been engaged as part of the demolition works.

e3s understands that soil sampling as part of the asbestos survey work by Pattle Delamore Partners has identified four locations where asbestos fibres are present in soil. At two of these locations, concentrations of asbestos fibres exceed the relevant soil guideline values. These locations will be excavated for off-site

disposal at a consented landfill as part of the asbestos removal works and checked by the licensed assessor prior to issuance of the clearance certificate.

Provided a satisfactory clearance report is issued, it is highly unlikely there will be a risk to human health from asbestos in soil.

4 Petroleum Hydrocarbons

Two underground diesel storage tanks are to be removed as part of the demolition works. When these tanks are removed, soil samples will be collected and analysed to assess the tank location for any residual hydrocarbon contamination.

If, based on subsequent sample results, hydrocarbon impacted soil does not meet soil guideline values for the protection of human health or is otherwise not suitable for retaining on site, excavated material will be taken off-site for disposal at a consented landfill.

5 Summary and Conclusions

Based on the sample results from the Detailed Site Investigation (e3s, 2018) and additionally XRF analysis in March 2020, concentrations of heavy metals on site do not pose a long-term risk to human health. Although 4 out of 161 samples exceeded relevant Soil Contaminant Standards for arsenic, these exceedances are not considered significant enough to require specific remedial measures.

Any asbestos identified in soil will be addressed as part of the asbestos removal works in accordance with the Health and Safety at Work (Asbestos) Regulations 2016. This will require localised soil removal and off-site disposal at a consented facility.

Similarly, any impacts from petroleum hydrocarbons will be assessed and managed when removing the disused underground storage tanks.

Upon completion of these works, e3s proposes to prepare a detailed Site Validation Report, prepared in accordance with the Ministry for the Environment's Contaminated Land Management Guideline No 1. Reporting on Contaminated Sites in New Zealand. The Site Validation Report will incorporate the results of the previous investigations on site, the clearance certificate/report issued by PDP, and the results from the underground fuel tank removal.

If you have any questions regarding the information provided in this letter, please contact [redacted] on 03 409 8664 or via email at [redacted]@e3scientific.co.nz

Yours sincerely,

[redacted]
Senior Environmental Scientist

Attachments

Attachment A: Site Locations
Attachment B: Results Tables

Attachment 1: Sample Locations



e3 Scientific

0 0.1 0.2 km

Aerial Image (2019) sourced from CNES / Airbus using Google Earth Pro, Roads sourced fro LINZ data service and licensed under CC-BY 4.0.

Legend

- Site Boundary
- Sample Locations


54a
54c
x40
54b
x39
LV1
x21
x22
x23
x26
x25
x24
N
x20
49b
49c
49a
LV8
x38
LV9
x19
x37
LV10
x30
x29
x36
LV5
LV6
LV7
x31
x35
x32
LV4
x18
LV2
LV3
LV13
x34
LV12
LV11
LVT2
LVT1
T2-1.0
T1-14.0
T1-6.0
27b
25-27
23-25
21a
21b
18b
T3-5.0
T3-9.0
14b
14a
10c
T4-6.0
T4-9.0
06a
T5-6.0
02a
02b
T5-8.0
T5-1.5
T3-7.0
21c
14c
10b
06c
06b
18c
T2-7.0
27a
27c
x56
x55
x54
x53
x51
x48
13b
10a
05a
x45
x61
x59
29-31
x57
26-29
13a
x47
07c
05c
x63
x62
x60
x58
x52
x50
13c
07b
07a
05b
x46
x49
Thompson Street
0
60
120 m
Legend
Site Boundary
Sample Locations
e3 Scientific
Aerial Image (2019) sourced from CNES / Airbus using Google Earth Pro, Roads sourced fro LINZ data service and licensed under CC-BY 4.0.



0 60 120 m

Legend

- Site Boundary
- Sample Locations

e3 Scientific

Aerial Image (2019) sourced from CNES / Airbus using Google Earth Pro, Roads sourced fro LINZ data service and licensed under CC-BY 4.0.

Attachment 2: Results Tables

Table 1: Heavy metal results for samples collected from central tenting/camper-van areas (mg/kg).

Name	Location	Method	Arsenic	Chromium	Copper	Lead	Nickel	Zinc
LV1	Camping Area	Lab	13	12	17	38	7.1	97
LV10	Camping Area	XRF	9	0	35	23	22	112
LV11	Camping Area	XRF	8	0	17	18	0	79
LV12	Camping Area	Lab	6.9	12	19	18	8.8	68
LV13	Camping Area	XRF	5.5	32	21	25	11	94
LV14	Camping Area	XRF	9.5	0	14	17	15	70
LV15	Camping Area	Lab	7.8	10	9.5	25	7.5	48
LV16	Camping Area	XRF	8.5	0	5	25	6	66
LV17	Camping Area	XRF	9.5	0	6	24	13	72
LV18	Camping Area	Lab	10	11	10	29	8.6	58
LV19	Camping Area	XRF	9	24	5	16	16	61
LV2	Camping Area	Lab	10	14	26	51	10	98
LV20	Camping Area	Lab	10	12	10	35	9.8	61
LV21	Camping Area	XRF	10	0	15	26	18	73
LV22	Camping Area	XRF	6	34	19	49	0	77
LV23	Camping Area	Lab	8.7	11	11	32	8.7	59
LV3	Camping Area	XRF	14.5	0	30	50	9	159
LV4	Camping Area	XRF	10.5	0	23	32	17	107
LV5	Camping Area	XRF	9	0	22	21	11	110
LV6	Camping Area	Lab	11	15	21	37	11	98
LV7	Camping Area	XRF	12	0	31	36	14	195
LV8	Camping Area	XRF	6.5	0	19	32	0	98
LV9	Camping Area	Lab	5.5	11	20	47	10	100
		Minimum:	5.5	0	5	16	0	48
		Maximum:	14.5	34	35	51	22	195
		Average:	9.1	8.6	17.6	30.7	10.2	89.6
		Predicted Background[1]:	12	80	43	44	45	183
		High Density Residential Criteria:	45[2]	1500[2]	>10,000[2]	500[2]	1200[3]	60,000[3]
		Recreational Criteria:	80[2]	2700[2]	>10,000[2]	880[2]	1200[3]	30,000[3]
		Commercial Industrial Criteria:	70[2]	6300[2]	>10,000[2]	3300[2]	6000[3]	400,000[3]

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3 Schedule B (1) Guideline on the Investigation Levels for Soil and Groundwater in National Environment Protection (Assessment of Site Contamination) Measure 2013 (NEPC, 2013)

Orange denotes human health criteria exceedance.

Table 2: Heavy metals results for samples collected under cabins (mg/kg).

Name	Location	Method	Arsenic	Chromium	Copper	Lead	Nickel	Zinc
02a	Under Building	XRF	8	0	14	57	0	107
02b	Under Building	XRF	18	0	12	111	0	135
02c	Under Building	XRF	10	0	13	103	0	137
05a	Under Building	XRF	7	0	9	18	0	139
05b	Under Building	XRF	10	55	11	17	22	128
05c	Under Building	XRF	5	0	13	35	0	122
06a	Under Building	XRF	8	0	14	40	14	97
06b	Under Building	XRF	13	53	17	38	14	147
06c	Under Building	XRF	9	0	15	39	11	101
07a	Under Building	XRF	15	0	28	172	9	658
07b	Under Building	XRF	76	0	29	115	17	195
07c	Under Building	XRF	5	0	25	39	16	124
107a	Under Building	XRF	9	61	31	48	15	207
107b	Under Building	XRF	11	0	27	38	0	146
107c	Under Building	XRF	18	0	46	55	20	281
109a	Under Building	XRF	17	0	37	87	13	613
109b	Under Building	XRF	13	0	26	29	20	106
109c	Under Building	XRF	10	0	101	40	21	230
10a	Under Building	XRF	13	0	18	63	11	325
10b	Under Building	XRF	6	60	8	19	14	67
10c	Under Building	XRF	45	44	89	196	10	1530
13a	Under Building	XRF	21	0	19	354	0	148
13b	Under Building	XRF	7	0	16	66	13	130
13c	Under Building	XRF	0	46	14	210	14	400
14a	Under Building	XRF	21	75	61	76	20	547
14b	Under Building	XRF	11	0	15	31	0	263
14c	Under Building	XRF	9	0	20	48	0	187
18a	Under Building	XRF	8	85	23	100	24	214
18b	Under Building	XRF	13	60	29	101	18	443
18c	Under Building	XRF	14	0	24	61	16	226
21a	Under Building	XRF	9	0	2408	331	0	1352
21b	Under Building	XRF	0	42	50	313	0	438
21c	Under Building	XRF	14	0	56	89	0	376
27a	Under Building	XRF	11	0	18	79	16	124
27b	Under Building	XRF	6	60	10	8	0	82
27c	Under Building	XRF	9	48	21	77	11	134
49a	Under Building	XRF	18	0	56	128	24	711
49b	Under Building	XRF	10	73	37	92	24	856
49c	Under Building	XRF	15	0	90	70	54	480
54a	Under Building	XRF	8	71	35	45	23	306
54b	Under Building	XRF	14	48	64	41	20	440
54c	Under Building	XRF	9	50	36	32	18	383
Minimum:			0	0	8	8	0	67
Maximum:			76	85	2408	354	54	1530
Average:			13.2	22.2	87.7	88.4	12.4	329.4
Predicted Background[1]:			12	80	43	44	45	183
High Density Residential Criteria:			45[2]	1500[2]	>10,000[2]	500[2]	1200[3]	60,000[3]
Recreational Criteria:			80[2]	2700[2]	>10,000[2]	880[2]	1200[3]	30,000[3]
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Orange denotes human health criteria exceedance.

Table 3: Heavy metal results for samples collected near buildings (mg/kg).

Name	Location	Method	Arsenic	Chromium	Copper	Lead	Nickel	Zinc
23-25	Outside Building	XRF	6	0	11	33	0	217
24-26	Outside Building	XRF	8	0	22	78	0	209
25-27	Outside Building	XRF	16	67	29	102	0	139
26-29	Outside Building	XRF	9	0	13	49	13	153
29-31	Outside Building	XRF	27	41	39	228	0	274
LVT1	Outside Building	Lab	17	19	34	50	10	100
LVT2	Outside Building	Lab	5.2	12	15	51	7.3	130
T1-1.0	Outside Building	XRF	8	0	24	42	15	211
T1-12.0	Outside Building	XRF	5	0	9	38	0	220
T1-14.0	Outside Building	XRF	5	74	22	28	16	83
T1-2.0	Outside Building	XRF	15	0	37	87	27	226
T1-4.0	Outside Building	XRF	7	0	20	28	0	145
T1-6.0	Outside Building	XRF	17	0	16	55	0	158
T1-8.0	Outside Building	XRF	7	0	18	64	16	207
T2-1.0	Outside Building	XRF	0	0	22	52	12	116
T2-3.0	Outside Building	XRF	5	0	8	47	0	156
T2-7.0	Outside Building	XRF	7	0	19	41	13	132
T2-9.0	Outside Building	XRF	8	0	16	60	0	228
T3-1.5	Outside Building	XRF	6	0	0	23	0	75
T3-11.0	Outside Building	XRF	10	0	17	62	11	130
T3-5.0	Outside Building	XRF	10	0	24	60	23	92
T3-7.0	Outside Building	XRF	7	0	19	52	0	87
T3-9.0	Outside Building	XRF	7	55	17	48	13	88
T4-1.0	Outside Building	XRF	7	0	30	33	0	306
T4-1.5	Outside Building	XRF	10	0	23	39	0	186
T4-12.0	Outside Building	XRF	17	69	46	226	0	319
T4-13.5	Outside Building	XRF	11	54	29	112	15	218
T4-3.0	Outside Building	XRF	4	0	11	6	0	90
T4-6.0	Outside Building	XRF	8	0	21	29	0	159
T4-9.0	Outside Building	XRF	10	0	23	35	13	165
T5-1.5	Outside Building	XRF	9	0	24	47	14	113
T5-4.0	Outside Building	XRF	5	76	25	28	16	92
T5-6.0	Outside Building	XRF	8	74	23	43	15	91
T5-8.0	Outside Building	XRF	6	0	29	51	0	198
T5-9.5	Outside Building	XRF	10	0	18	110	0	267
x10	Outside Building	XRF	11	44	29	57.5	14	140
x11	Outside Building	XRF	15.5	0	38	36.5	15	124
x12	Outside Building	XRF	8.5	0	9	69.5	7	203
x13	Outside Building	XRF	18.5	23	56	92	20	840
x14	Outside Building	XRF	38.5	39	27	42.5	5	305
x15	Outside Building	XRF	10.5	0	8	113.5	0	6394
x159	Outside Building	XRF	14	62	21	74	15	1892
x16	Outside Building	XRF	28.7	0	26	263.7	4	657
x17	Outside Building	XRF	8	67	19	30.3	8	155
x18	Outside Building	XRF	14.5	29	17	64	7	161
x19	Outside Building	XRF	48	0	29	144.7	9	540
x20	Outside Building	XRF	22.5	33	131	79.5	17	1178
x21	Outside Building	XRF	28.5	0	39	68	8	249
x22	Outside Building	XRF	18.5	56	30	39	18	179
x23	Outside Building	XRF	9	245	20	111	9	2430
x24	Outside Building	XRF	14	0	20	23.5	6	89
x25	Outside Building	XRF	13	0	7	53.5	5	137
x26	Outside Building	XRF	16.5	0	19	34.5	0	137
x27	Outside Building	XRF	38.5	22	34	186.5	17	204
x28	Outside Building	XRF	17.7	59	54	206.3	20	537
x29	Outside Building	XRF	27	0	32	108	5	183
x30	Outside Building	XRF	30.5	21	32	212.5	8	522
x31	Outside Building	XRF	9.5	139	33	59.8	15	183
x32	Outside Building	XRF	15.5	0	24	85	20	243
x34	Outside Building	XRF	31.5	25	37	301	19	423
x35	Outside Building	XRF	23.5	139	67	159.5	13	3789
x36	Outside Building	XRF	27.5	32	22	71.5	8	452
x37	Outside Building	XRF	7.3	13	14	14.3	8	1174
x38	Outside Building	XRF	21.4	20	81	89.4	14	489
x39	Outside Building	XRF	37.7	140	111	59.7	23	286
x40	Outside Building	XRF	17	18	48	85	23	1443
x41	Outside Building	XRF	3.3	0	11	159.5	7	358
x42	Outside Building	XRF	16	27	36	42	18	2355

Table 3: Samples collected near buildings (mg/kg) - Continued

Name	Location	Method	Arsenic	Chromium	Copper	Lead	Nickel	Zinc
x43	Outside Building	XRF	9.5	0	16	65	0	174
x44	Outside Building	XRF	10	0	27	45.5	13	1965
x45	Outside Building	XRF	20	53	36	76.5	18	3017
x46	Outside Building	XRF	9.7	31	22	50.7	5	168
x47	Outside Building	Lab	35	10	15	360	6.6	110
x48	Outside Building	XRF	12	0	28	80	0	430
x49	Outside Building	XRF	16	0	37	115.5	9	439
x50	Outside Building	Lab	110	52	75	240	9.7	500
x51	Outside Building	XRF	6.5	0	26	38	6	156
x52	Outside Building	XRF	12	0	14	92	11	4861
x53	Outside Building	XRF	17.5	0	35	212	6	336
x54	Outside Building	XRF	45.5	238	36	480.5	0	642
x55	Outside Building	XRF	11.5	0	41	112	0	229
x56	Outside Building	XRF	9.5	44	26	61.5	8	430
x57	Outside Building	XRF	8.5	54	20	250.5	5	458
x58	Outside Building	XRF	10	22	23	45	10	506
x59	Outside Building	XRF	6.5	56	25	401.5	17	613
x60	Outside Building	XRF	16	25	36	119.5	18	345
x61	Outside Building	XRF	9	0	22	57	6	281
x62	Outside Building	XRF	18	51	35	57.5	15	248
x63	Outside Building	Lab	83	37	68	130	9.8	1200
		Minimum:	0	0	0	6	0	75
		Maximum:	110	245	131	480.5	27	6394
		Average:	16.3	27.7	29.2	95.1	9.1	576.8
		Predicted Background[1]:	12	80	43	44	45	183
		High Density Residential Criteria:	45[2]	1500[2]	>10,000[2]	500[2]	1200[3]	60,000[3]
		Recreational Criteria:	80[2]	2700[2]	>10,000[2]	880[2]	1200[3]	30,000[3]
		Commercial Industrial Criteria:	70[2]	6300[2]	>10,000[2]	3300[2]	6000[3]	400,000[3]

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