

**Community & Services Committee  
22 November 2018**

**Report for Agenda Item 1**

**Department: Corporate Services**

**Heritage Incentive Grant Application – The Barn situated at 1771 Paradise Road, Glenorchy**

**Purpose**

- 1 To review a request for Heritage Incentive Grant for reimbursement for professional advice for maintenance work on the barn situated at 1771 Paradise Road, Glenorchy.

**Recommendation**

That the Community & Services Committee:

1. **Note** the contents of this report and in particular;
2. **Approve** the Heritage Incentive Grant of \$4,000 for reimbursement of professional advice costs for the barn situated at 1771 Paradise Road, Glenorchy.

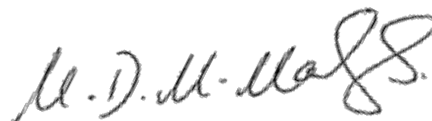
Prepared by:



Jan Maxwell  
Arts and Events Facilitator

11/10/2018

Reviewed and Authorised by:



Michelle Morss  
Strategy & Development  
Manager, Corporate Services

7/11/2018

## Background

- 2 Paradise is located 16 kilometres from Glenorchy, at the head of Lake Wakatipu in the Queenstown Lakes District. Paradise House and its associated structures and grounds, date from the mid-1880s through to the twentieth century. Paradise House originally known as Eden Grove, was designed by New Zealand's first architect William Mason as his rural retreat in 1883.
- 3 The Barn is located to the north of the homestead on the road that leads to the Big Cottage. The Barn comprises of a stable of six stalls with large covered areas in each wing. There is a hay loft on a second floor, accessed by a ladder from inside the stable. The lean-to-roofs to each wing are constructed of tree-trunk posts with poured concrete footings formed in square oil tins.
- 4 The Barn has a Heritage NZ Category 1 listing number 7766.
- 5 Through its whole operation Paradise was linked with the surrounding wilderness. The House was part of a network on the physical landscape, linking to the mountain tracks up the Rees, up the Dart, to the Routeburn and Te Anau, and back towards Glenorchy and Queenstown. Paradise House and its owners, particularly the Aitkens for the fifty or so years they welcomed guests, provided a safe haven for exploration of the wilds.
- 6 The Paradise Charitable Trust was formed in 1998 to preserve and enhance the unique features of Paradise for all visitors. In maintaining and developing Paradise, the Trust is guided first by the wishes of the late David Miller and second by the principles laid down in the Trust's conservation and landscape plans. Paradise Trust operates on a not-for-profit basis. All funds, other than those required for essential running costs, are used exclusively for the enhancement of the property.
- 7 The repair work to the side structures of the barn is due to the age of the structure

## Options

- 8 This report identifies and assesses the following reasonably practicable options for assessing the matter as required by section 77 of the Local Government Act 2002:
- 9 Option 1 Approve the professional fee costs to the value of \$4,000 for repair work to the Paradise Barn situated at 1771 Paradise Road, Glenorchy.

### Advantages:

- 10 The Heritage Incentive grant will be used appropriately to provide for this heritage project and allow this residents to undertake this maintenance work.

### Disadvantages:

- 11 The available total fund for the year would be diminished by \$4,000 and the applicant would be required to fund the project in full.
- 12 Option 2 Decline the reimbursement of the professional fees costs to the value of \$4,000 for the barn.

Advantages:

- 13 The Heritage Incentive grant will not be spent on this occasion, ensuring on-going provision of funds for future projects.

Disadvantages:

- 14 The Heritage Incentive Grant will arguably not be used for the purposes for which it was created and the Paradise Trust will have to apply to other funding agencies to cover these costs which will slow the maintenance process down while they await confirmation of this funding for this project or fully fund this work personally.
- 15 Failing to utilise this grant for the purpose for which it was established may be perceived to be disadvantaging residents that own historically significant buildings requiring on-going preventative and restorative work. This could be considered to place the ability for future generations to appreciate these buildings at risk.
- 16 It is the recommendation of this report to address the matter with Option 1 and approve utilisation of the Heritage Incentive Grant and reimburse the Paradise Trust.

***Significance and Engagement***

- 17 This matter is of medium significance, as determined by reference to the Council's Significance and Engagement Policy because it is of interest to the public, the extent to which individuals, organisations, groups and sectors in the community are affected by the Council's decisions.

***Risk***

- 18 This matter relates to the strategic risk SR1 current and future development needs of the community (including environmental protection, as documented in the Council's risk register. The risk is classed as high. This matter relates to this risk because protection of heritage buildings is of importance to the community and future of the district

**Financial Implications**

- 19 The Heritage Incentive Grant budget of \$25,582 per annum was approved through the Ten Year Plan. This is the first application in this financial year, therefore the total budget to allocate is \$25,582.

**Council Policies, Strategies and Bylaws**

- 18 The following Council policies, strategies and bylaws were considered:
- Heritage Strategy – the Council provides a Heritage Incentive grant to assist with the financial costs borne by owners of listed heritage items including natural and built heritage items in the Queenstown Lakes District

- The recommended option is consistent with the principles set out in the named policy/policies.
- This matter is included in the 10-Year Plan/Annual Plan as a budget line under the Grants and Levies Budget cost centre with a budget of \$25,582.

### **Local Government Act 2002 Purpose Provisions**

19 The recommended option:

- Will help meet the current and future needs of communities for good-quality local infrastructure, local public services, and performance of regulatory functions in a way that is most cost-effective for households and businesses by aiding owners of heritage protected features within the Queenstown Lakes District
- Will help with the costs of maintaining and protecting the District's important historic features, ensuring preservation and enjoyment for both current and future generations;
- Can be implemented through current funding under the 10-Year Plan and Annual Plan;
- Is consistent with the Council's plans and policies; and
- Would not alter significantly the intended level of service provision for any significant activity undertaken by or on behalf of the Council, or transfer the ownership or control of a strategic asset to or from the Council.

### **Consultation: Community Views and Preferences**

20 The persons who are affected by or interested in this matter are Heritage NZ, Paradise Trust, Friends of Paradise and the residents/ratepayers of the Queenstown Lakes District community, specifically the residents of Glenorchy.

### **Attachments**

- A Fee Proposal from Hadley Consultants Ltd
- B Photograph of the barn building

### SHORT FORM AGREEMENT FOR CONSULTANT ENGAGEMENT

BETWEEN: Paradise Trust  
AND: Hadley Consultants Limited

PROJECT:  
Paradise Barn Restoration  
Consulting Engineering Services

LOCATION:  
Paradise, Glenorchy

**SCOPE & NATURE OF THE SERVICES:**

Refer Hadley Consultants Ltd proposal email dated 27 August 2018. Schedule of current hourly rates and disbursements are below. As per our proposal a discount of 30% will apply to current hourly rates.

- |                                    |                                  |
|------------------------------------|----------------------------------|
| ➤ Principal:                       | \$255 + GST per hour.            |
| ➤ Chartered Professional Engineer: | \$215 + GST per hour.            |
| ➤ Consultant:                      | \$195 + GST per hour.            |
| ➤ Senior Engineer:                 | \$195 + GST per hour.            |
| ➤ Civil & Structural Engineer      | \$175 + GST per hour             |
| ➤ Senior Technician:               | \$165 + GST per hour.            |
| ➤ Graduate Engineer:               | \$135 + GST per hour.            |
| ➤ CAD Technician:                  | \$120 + GST per hour.            |
| ➤ Administration Staff             | \$ 90 + GST per hour.            |
| ➤ Producer Statement Fee           | \$400                            |
| ➤ Office Disbursements             | 2 to 5% (phone, data & printing) |
| ➤ Travel Disbursements             | \$1.20 / km                      |

**PROGRAMME FOR THE SERVICES:**

Refer attached or by mutual agreement.

**FEES AND TIMING OF PAYMENTS:**

Progress claim and time and disbursements basis billed monthly, payable within 14 days of date of invoice.

**INFORMATION OR SERVICES TO BE PROVIDED BY THE CLIENT:**

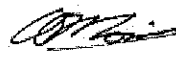
*The Client engages the Consultant to provide the services described above and the Consultant agrees to perform the services for the remuneration provided above. Both parties agree to be bound by the provision of the Short Form Conditions of Engagement (overleaf), including clauses 1 and 7, and any variations noted below. Once signed, this agreement, together with the conditions overleaf and any attachments, will replace all or any oral agreement previously reached between the parties.*

**VARIATIONS TO THE SHORT FORM CONDITIONS OF ENGAGEMENT (OVERLEAF):**

CLIENT AUTHORISED SIGNATORY(IES) ~~AS GUARANTOR~~:

Paradise Trust  
per Jurid Thomas McNeil Pryde  
Solicitor  
Queenstown  
PRINT NAME: Chairman.  
DATE: 20.9.18

CONSULTANTS AUTHORISED SIGNATORY(IES):

  
PRINT NAME: Andrew Morris  
DATE: 27 August 2018

**SHORT FORM CONDITIONS OF ENGAGEMENT**

1. The Consultant shall perform the Services as described in the attached documents. The Client and the Consultant agree that the Services are acquired for the purposes of a business and that the provisions of the Consumer Guarantees Act 1993 are excluded in relation to the services.
2. In providing the Services the Consultant shall exercise the degree of skill, care and diligence normally expected of a competent professional.
3. The Client shall provide to the Consultant, free of cost, as soon as practicable following any request for information, all information in his or her power to obtain which may pertain to the Services. The Consultant shall not, without the Client's prior consent, use information provided by the Client for purposes unrelated to the Services. In providing the information to the Consultant, the Client shall ensure compliance with the Copyright Act 1994 and its amendments and shall identify any proprietary rights that any other person may have in any information provided.
4. The Client shall pay the Consultant for the Services the amount of fees and expenses at the times and in the manner set out in the attached documents. Where this Agreement has been entered by an Agent (or person purporting to act as Agent) on behalf of the Client, the Agent and Client shall be jointly and severally liable for payment of all accounts due to the Consultant under this Agreement.
5. All amounts payable by the Client shall be paid within 14 days of the date of invoice. Late payment shall constitute a default and the Client shall pay default interest on overdue amounts from the date payment falls due to the date of payment at the rate of 2% per month. In addition, the Client will also be liable to pay all the Consultant's expenses, including debt collection and legal costs, in relation to obtaining or seeking to obtain remedy of default of payment.
6. Where services are carried out on a time charge basis, the Consultant may purchase such incidental goods and/or Services as are reasonably required for the Consultant to perform the Services. The cost of obtaining such incidental goods and/or Services shall be payable by the Client. The Consultant shall maintain records which clearly identify time and expenses incurred.
7. The liability of the Consultant to the Client in respect of his or her Services for the project shall be limited to the lesser of five times the value of the fees (exclusive of GST and disbursements) or the sum of \$NZ100,000. The Client acknowledges that the Consultant currently holds a policy of Professional Indemnity Insurance for the lesser amount of \$NZ100,000 or five times the value of the fees (exclusive of GST and disbursements). The Consultant undertakes to take all reasonable endeavours to maintain a similar policy of insurance for six years after the completion of the services.
8. Neither the Client nor the Consultant shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him or her within the six years from completion of the Services
9. The Consultant shall only be liable to the Client, either in contract or in tort, for direct loss or damage suffered by the Client as a result of a breach by the Consultant of his or her obligations under this Agreement.
10. The Client may order variations to the Services in writing or may request the Consultant to submit proposals for variation to the Services.
11. The Consultant shall retain copyright of all intellectual property prepared by the Consultant. The Client shall be entitled to use them or copy them only for the Works and the purpose for which they are intended. The ownership of data and factual information collected by the Consultant and paid for by the Client shall, after payment by the Client, lie with the Client. The Client may reproduce drawings, specifications and other documents in which the Consultant has copyright, as reasonably required in connection with the project but not otherwise. The Client shall have no right to use any of these documents where any or all of the fees and expenses payable to the Consultant have not been paid in accordance with this Agreement.
12. The Consultant and the Client will be aware of, and comply with, any relevant obligations imposed on them under the Health and Safety at Work Act 2015 (the "Act"). The Consultant has not and will not assume any duty imposed on the Client from time to time pursuant to the Act arising out of this engagement.
13. The Client may suspend all or part of the Services or terminate the Agreement by notice to the Consultant who shall immediately make arrangements to stop the Services and minimise further expenditure. In the event of termination of the Agreement by the Client before completion of the Services due to a change in ownership of the project the Consultant reserves the right to apply a termination charge to a maximum of a \$10,000 plus GST. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the parties.
14. Unresolved disputes shall be referred to arbitration in accordance with the Arbitration Act 1996.
15. All subcontractor and subconsultant costs engaged under the Consultant will incur a 15% administration and management charge.
16. The listed personnel hourly rates may be subject to change throughout an engagement depending on inflation, work type and changes in remuneration.
17. The guarantor named above irrevocably guarantee that the Client will pay any money due to the Consultant when it is due. The Consultant is not obliged to pursue its remedies against the Client but may proceed in the first instance directly against any or all of the guarantors, if there is more than one guarantor, each guarantor is liable to the Consultant for the whole amount.
18. This Agreement is governed by the New Zealand law, the New Zealand courts have jurisdiction in respect of this Agreement, and all amounts are payable in New Zealand dollars.



CONTEXT



View looking South with Homestead and Pink Cottage

INTERIORS AND DETAILS



Stables, internal fixtures



Hay loft

MAIN ELEVATIONS AND EXTERIORS



EAST ELEVATION



NORTH EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



WEST ELEVATION