

Invitation for Expressions of Interest  
Issued by Queenstown Lakes District Council  
EOI closing 2 April 2018

# LAKEVIEW PRECINCT

QUEENSTOWN, NEW ZEALAND

INVITATION FOR EXPRESSIONS OF INTEREST



An aerial photograph of a town nestled in a valley, surrounded by steep, forested mountains. A large, semi-transparent circular graphic is overlaid on the left side of the image, containing the title text. The town features a mix of residential buildings, commercial structures, and a large parking area filled with cars and campervans. A body of water is visible on the right side of the town.

# LAKEVIEW PRECINCT

QUEENSTOWN, NEW ZEALAND



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BOUNDARY LINES ARE INDICATIVE ONLY



# EXECUTIVE SUMMARY

<b>Vendor</b>	Queenstown Lakes District Council (Council)
<b>What Council is seeking</b>	Expressions of interest from development partners that share Council's vision for Lakeview.
<b>Inspections</b>	Please contact John Holmes or Martin Boys to arrange an inspection.
<b>Zoning</b>	Queenstown Town Centre, Lakeview sub-zone.
<b>Land available</b>	Nine lots comprising approximately 3.2 hectares. ('Lakeview Site')
<b>Tenure offered</b>	<ul style="list-style-type: none"><li>◇ Seven lots offered with freehold tenure.</li><li>◇ Two lots offered with pre-paid leasehold tenure with a 125 year term.</li></ul> See page 8.
<b>Public realm and infrastructure</b>	◇ Council will deliver the public realm, roading and services to the boundary of each lot and remove all existing improvements.
<b>Council Contact Person</b>	John Holmes +64 274 899 095 john.holmes@cbre.co.nz

## KEY DATES

<b>Question closing date</b>	20 March 2018
<b>Deadline for EOI response</b>	2 April 2018 at 4pm
<b>Notification date</b>	1 May 2018



# FOREWORD

Central Queenstown is a dynamic, thriving and authentically New Zealand town centre. Its distinctive character, along with the Wakatipu's extraordinary natural beauty and the recreational opportunities this affords, attracts visitors from all over the world and makes Queenstown an extraordinary place to live.

Both visitor and population growth continue to exceed expectations and the town requires continued investment to accommodate that growth. The Lakeview precinct is central to our ability to expand the town centre and is of great importance to Queenstown.

Our vision is for a thriving mixed-use precinct. We are excited by the prospect of working with one or more development partners to deliver that outcome by leveraging the site's enviable location and delivering the distinctive character that Queenstown is known for.

Council has committed to funding the infrastructure works required to enable development at Lakeview and together with partners including Queenstown Airport and NZTA, has and continues to invest heavily in transport infrastructure across the region, in order to support growth.

The local economy is thriving, with GDP growth significantly ahead of the national average and it is an exciting time to be investing in Queenstown.

We are excited by the prospect of unlocking the significant potential of Lakeview and we are looking for partners that share our enthusiasm.



Mike Theelen

Chief Executive Officer

Queenstown Lakes District Council (Council)



# LAKEVIEW PRECINCT

QUEENSTOWN, NEW ZEALAND



An aerial photograph of Lakeview, Queenstown, New Zealand. In the foreground, a dense residential area with many houses is visible. A large, green, forested island is in the middle of the lake. In the background, a range of snow-capped mountains stretches across the horizon. A paraglider with an orange canopy is flying in the sky. The text "Lakeview is the largest remaining development opportunity in central Queenstown." is overlaid on the image, enclosed in large white quotation marks. The paraglider's canopy has "X-FORCE.COM" written on it.

“Lakeview is the largest remaining development opportunity in central Queenstown.”



# WHAT COUNCIL IS LOOKING TO ACHIEVE

Queenstown Lakes District Council (Council) is inviting expressions of interest from experienced and qualified property developers interested in the opportunity to acquire and develop all or part of the Lakeview Precinct described in this invitation for Expressions of Interest (EOI).

This EOI sets out Council's requirements, together with the terms and conditions for submitting a response, and comprises this EOI and appendices and any notices issued by Council.

Interested parties who wish to submit an expression of interest (Respondents) must respond in accordance with the information requirements and terms and conditions applicable to this EOI as set out in the section, titled 'Information Sought from Respondents on page 28.

## COUNCIL OBJECTIVES

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

- ◇ Maximise financial return in a manner that minimises risk to ratepayers;
- ◇ 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.
- ◇ Ensure Lakeview's development potential is unlocked in a timely and efficient manner.

A copy of the relevant Council resolutions can be found in the Data Room.





# AN EXTRAORDINARY OPPORTUNITY



## AN ENVIABLE POSITION

‘Lake view’ really doesn’t do it justice. Positioned on a plateau above central Queenstown, the site boasts expansive views across the lake towards the Remarkables Mountain Range and Cecil Peak.

Only 500 metres from the CBD and 200 metres from the lakefront, Lakeview is arguably the best development opportunity Queenstown has seen for many years and the last land holding of its size in the town centre.



## A HIGH QUALITY URBAN ENVIRONMENT



### The Lakeview Masterplan

- ◇ Council has set the blueprint with the development of a masterplan for Lakeview.
- ◇ A vision that reflects the needs of a growing city, adding density and expanding the Queenstown Town Centre footprint.
- ◇ The masterplan provides a public realm strategy and set of design principles that the built and urban forms will be driven by.



### Proposed Market Plaza

- ◇ Sitting between Isle Street and the existing James Clouston Park, the market plaza provides a key focal point for Lakeview and will draw people to the precinct.
- ◇ As the first space of its type in Queenstown, the Lakeview plaza will be flexible, providing the opportunity for it to be used in many different events and modes.



### Lakeview Public Realm

- ◇ The vision is for significant public space and streetscapes which balance pedestrian and vehicle requirements to create a thriving, people focused, urban environment.
- ◇ A high quality built form outcome with plentiful open space complementing the natural environment.
- ◇ A legible street network that stitches the precinct into the urban fabric of Queenstown.

## WHAT IS BEING MADE AVAILABLE?

Council is seeking expressions of interest from parties interested in acquiring either some of or all the serviced super lots within the Lakeview Precinct. The land is to be offered in packages (i.e. not as individual lots) as presented in the table below. Proposals will be considered for individual packages or the entire precinct.

A copy of the draft Lakeview and subdivision plan is contained in the Data Room.

Package	Lot	Area (sqm)	Tenure offered
Package One	Lot 2	4,026sqm	Freehold
	Lot 3	2,262sqm	Freehold
Package Two	Lot 4	4,340sqm	Freehold
	Lot 5	4,494sqm	Freehold
Package Three	Lot 6	3,655sqm	Freehold
	Lot 7	3,330sqm	Freehold
	Lot 8	3,350sqm	Freehold
Package Four	Lot 10	1,312sqm	Pre-paid Leasehold
Package Five	Lot 12	5,487sqm	Pre-paid Leasehold
Total		32,256sqm	

## PRE-PAID LEASEHOLD TENURE - KEY TERMS (LOTS 10 & 12)

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
Rights of renewal	To be agreed

## ROADING, INFRASTRUCTURE AND PUBLIC REALM

Resource consent for subdivision was lodged in December and Stage 1 (the exchange of reserve land for freehold land) of that consent has been granted.

Council intends to deliver the public realm, roading and services to the boundary of each lot (and remove all existing improvements).

Council intends to confirm the programme for physical works as part of discussions with the successful development partner(s).



# PROPOSED SUBDIVISION PLAN



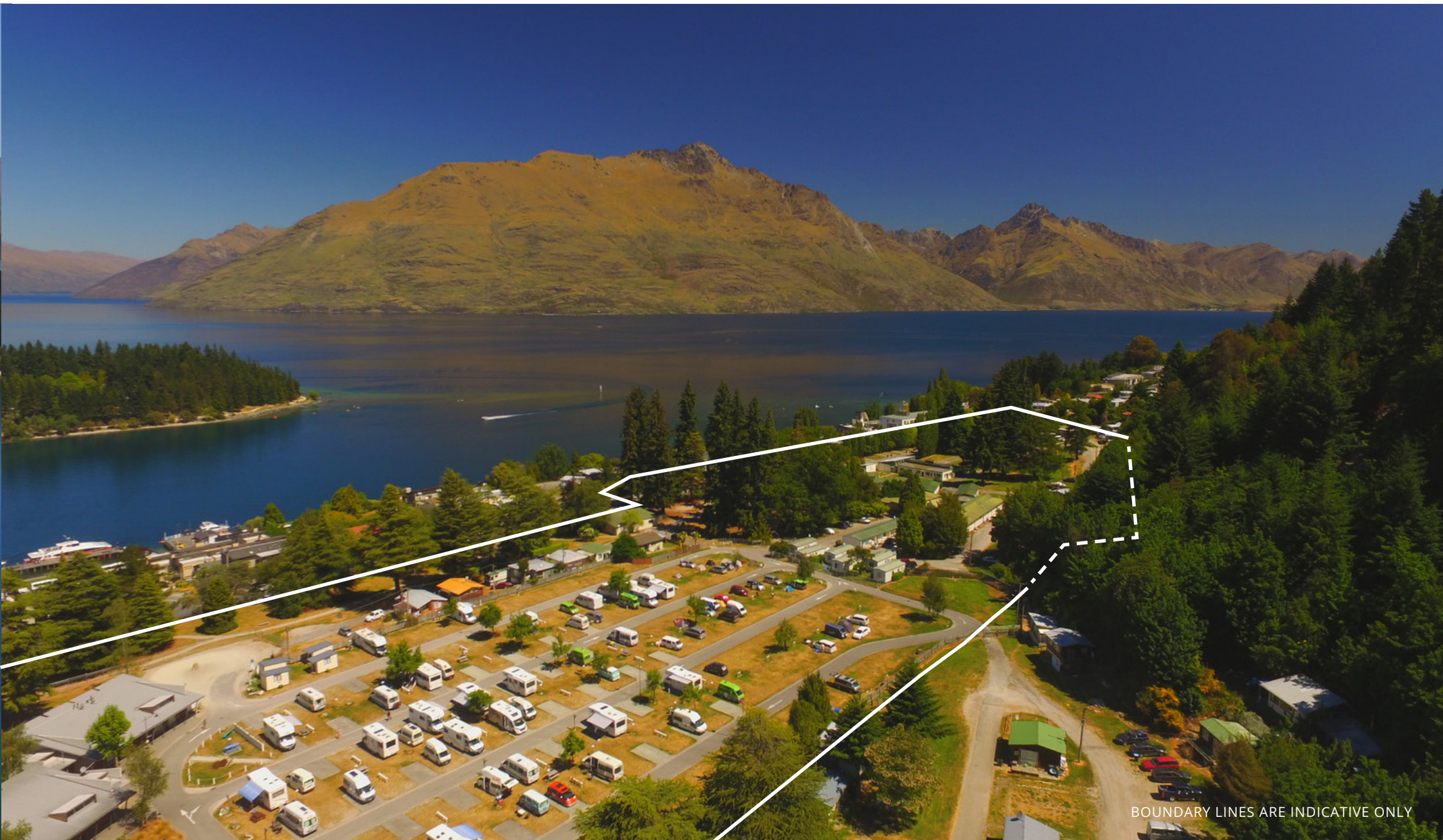




LAKEVIEW  
PRECINCT

TOWN  
CENTRE





BOUNDARY LINES ARE INDICATIVE ONLY

# DEVELOPMENT POTENTIAL

Planning regulations for the Lakeview site are operative, following the completion of the Plan Change 50 process. The Plan Change 50 area (which the entire Lakeview site falls within), will remain subject to the Operative District Plan and is not subject to the Proposed District Plan process.

## QUEENSTOWN OPERATIVE DISTRICT PLAN

<b>Zone</b>	Queenstown Town Centre
<b>Sub-Zone overlays</b>	Lakeview Sub Zone
<b>Activity status</b>	<ul style="list-style-type: none"> <li>◇ The plan does not prescribe an activity status for most activities. The zoning generally enables a range of activities including high-density residential, visitor accommodation and small scale commercial activities. These activities will likely carry Controlled or Restricted Discretionary activity status provided proposed buildings meet relevant Site and Zone Standards (effectively development controls).</li> <li>◇ Some notable exceptions apply and the following are Non-complying activities: <ul style="list-style-type: none"> <li>• Retail activities with a gross floor area exceeding 400sqm per tenancy.</li> <li>• Proposed retail or commercial GFA resulting in the combined retail or commercial GFA exceeding 6,500sqm across the entire Lakeview Sub-Zone.</li> </ul> </li> </ul>

## Site and Zone Standards<sup>1</sup>

<b>Max. building coverage</b>	80%
<b>Max. height</b>	See height limit plan to the right. Excludes a potential 2.0m roof bonus.
<b>Active frontage</b>	Identified on the Structure Plan to the right. Requires that at least 5 metres or 80% (whichever is greater) of the frontage be glazed, limits vehicular access, requires a minimum internal ground floor depth of 8 metres and prohibits ground floor residential activities.

## Other Relevant Considerations

<b>Designations</b>	<ul style="list-style-type: none"> <li>◇ Designation 211: Recreation Reserve (Motor Park)</li> <li>◇ Designation 244: Recreation Reserve (James Clouston Memorial)</li> </ul> <p>Council is currently in the process of lifting designation 211. Designation 244 applies to areas identified as recreation reserve (i.e. not lots considered in this EOI).</p>
<b>Heritage trees</b>	Removal, significant trimming or the construction of any building within 5 metres of a Heritage Tree carries Discretionary Activity status. Surveyors Paterson Pitts Group indicate there are three protected trees in Lot 2 near the boundary with James Clouston Memorial reserve.

<sup>1</sup> Overview of key requirements, other standards also apply



## DIFFERENCES BETWEEN THE LAKEVIEW SUBDIVISION PLAN AND LAKEVIEW STRUCTURE PLAN

The Lakeview subdivision plan does not directly correspond with the Structure Plan or Height Limit Plan set out in the operative zoning. Council commissioned planning advice from Mitchell Daysh to understand the implications of the altered lot layout in terms of future consenting.

The advice indicates that both the subdivision and land use activity status is altered from Controlled to Discretionary in the affected areas.

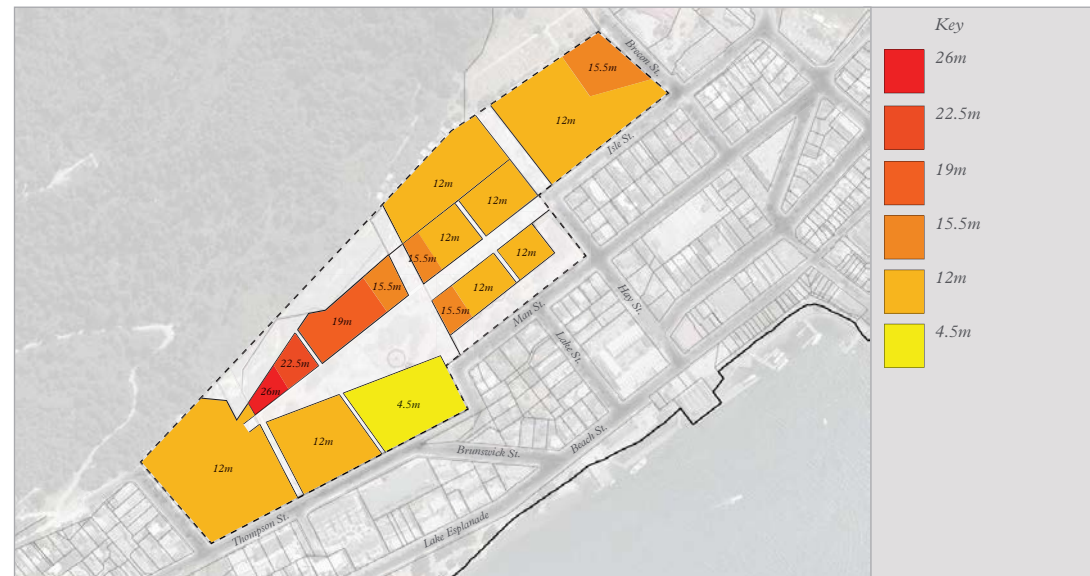
However, for the land use activity component (which will affect development of the lots to be transferred to developers), the Council's discretion will be limited to the matter(s) subject to the site standard not complied with, meaning that the activity status is, in practise, Restricted Discretionary.

Mitchell Daysh's planning advice is provided in the Data Room together with a document which compares the structure plan to the right with the structure plan that would apply based on the proposed subdivision. This document formed part of the subdivision resource consent submission. Respondents should obtain independent advice in respect of the planning rules applicable to the Lakeview Precinct and the Lakeview Precinct masterplan.

Lakeview Sub-Zone Structure Plan



Lakeview Sub-Zone Height Limit Plan



# POSITIONING FOR GROWTH IN QUEENSTOWN

Council is currently undertaking a comprehensive master planning exercise for the town centre. The masterplan is a 35 year vision that sets the direction for the future of the Queenstown town centre and will support local and central government investment.

The masterplan programme brings together a set of business cases and documents to describe an integrated investment story, allowing consultation and funding to be secured through inclusion of these projects within the next 10-Year Plan and, where applicable, the Regional Land Transport Programme (RLTP) and National Land Transport Programme (NLTP).

## THE VISION



### Town Centre Arterial

- ◇ A proposed arterial that will enable easier access to and through the town centre via a range of transport choices. The preferred route is outlined in red in the image above.



### Parking


- ◇ A parking project which manages parking demand, provides more parking options and promotes alternative transport.
- ◇ Council is considering several options for where new parking buildings could be located.



### Public and Passenger Transport Facilities

- ◇ A revamped public transport system flexible enough to support whatever change the future might bring in this space.
- ◇ Council is considering a new 6-8 bay public transport hub, new park and ride facilities and the development of wharf facilities to support waterborne transport.





“The work we’re doing to plan for a future Queenstown town centre is bold. But it’s a vital piece of work to ensure our downtown area remains authentic and copes with the pressures of growth.”

- Jim Boulton, Queenstown Lakes District Mayor

## THE VISION CONT.



### Creating Queenstown's heart

- ◇ Council is seeking new office accommodation to house staff currently operating across four locations.
- ◇ The Council's preferred location is the CBD, with Stanley Street currently the preferred site. Lakeview is considered a viable alternative.



### A new Civic Axis

- ◇ The Civic Axis would provide a high-quality pedestrian connection from the proposed public transport facility and community heart location on Stanley Street to Lake Wakatipu. The axis will create a premium open space destination and experience, where pedestrians are the priority.



### Celebrating the Lakefront

- ◇ Council is investigating opportunities which will improve the way the Lakefront looks, feels and functions by expanding activities, prioritising open space over carparking and making the lakefront more pedestrian friendly.

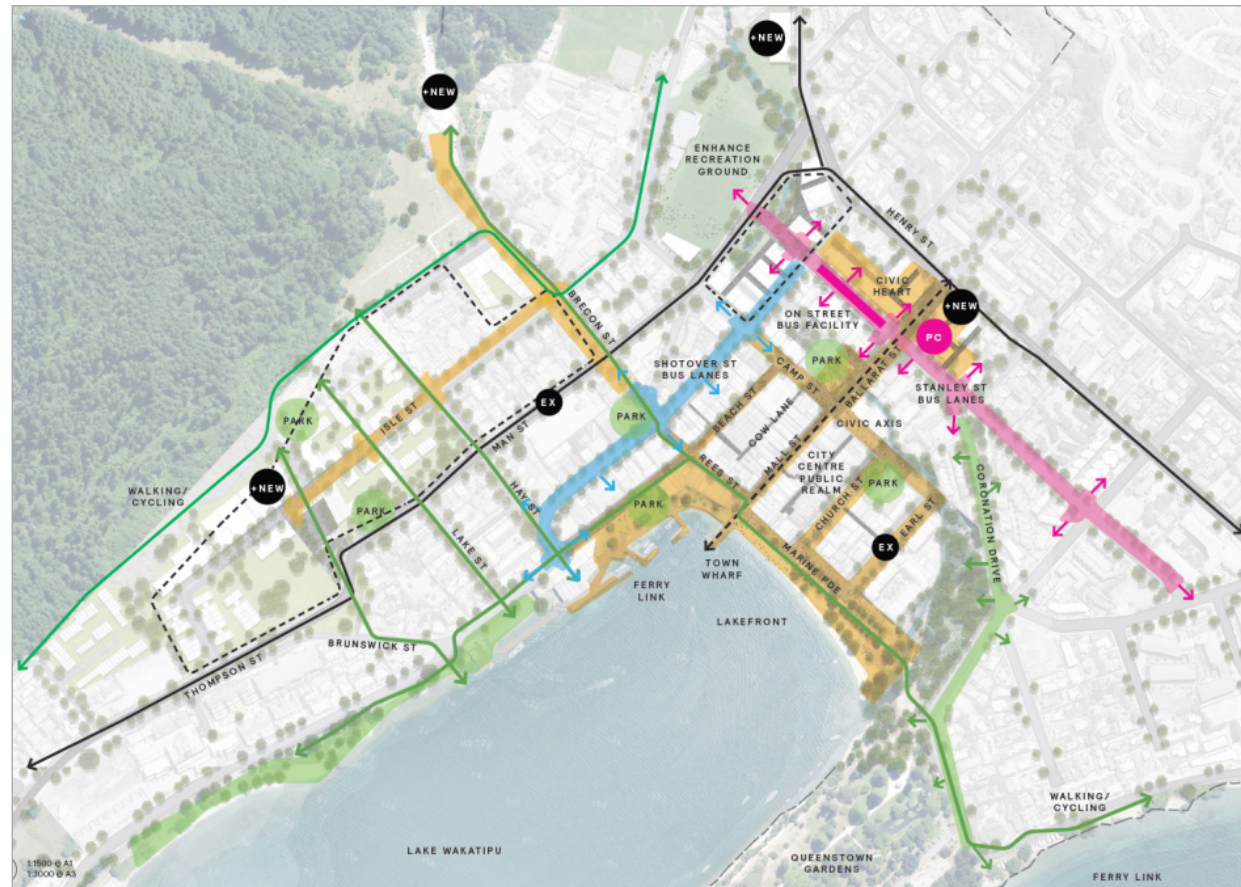


## BRINGING IT ALL TOGETHER, THE COMPREHENSIVE QUEENSTOWN TOWN CENTRE MASTER PLAN

Community engagement ended in August and the Town Centre Masterplan is currently being refined to take public feedback into account.

In December 2017, Council adopted the transport-related indicative business cases, including the new arterial, and granted approval for detailed business cases to be developed.

Business cases and spatial documents for other masterplan projects are to be developed throughout 2018.





LAKE WAKATIPU



SHOTOVER RIVER



DOWNTOWN QUEENSTOWN



WALTER PEAK



SHOTOVER STREET



ROUTE BURN TRACK



REMARKABLES SKI FIELD



# QUEENSTOWN: A PREMIER FOUR SEASONS RESORT

Over the past two decades Queenstown has continued to increase in popularity and the growth in entertainment, dining and retail options has allowed Queenstown to expand from being primarily a summer and winter destination, to a genuine four seasons resort.

## ECONOMY

Queenstown is a thriving economic centre and in recent years GDP growth has significantly exceeded the national average. Tourism is critical to the local economy and accounts for 28% of the region's total GDP. Airport passenger numbers, guest nights and annual visitor spend have continued to grow strongly over the past five years and the sector is expected to continue growing into the future.

The New Zealand Institute of Economic Research is predicting tourism employment in the Otago Region to grow by 46.2% over the 2014 to 2025 period.

## LIFESTYLE

Low crime rates, low unemployment and high educational achievement for both National Standards and university entrance make Queenstown popular with families and individuals alike. With access to world-class amenities including ski-fields, mountain bike trails, golf courses, wineries and hiking trails, Queenstown is an extremely desirable place to live and visit.

6.2%

QUEENSTOWN DISTRICT AVERAGE  
ANNUAL ECONOMIC GROWTH  
2011 - 2016



2M AIRPORT PASSENGER  
MOVEMENTS ANNUALLY



'AUSTRALASIA'S LEADING  
DESTINATION' - 2016 WORLD  
TRAVEL AWARDS

4.4M

GUEST NIGHTS  
QUEENSTOWN DISTRICT 2017



## PEOPLE

Queenstown is popular with more than just visitors; it is experiencing considerable growth in the resident population as a consequence of domestic and international migration, which far exceeds natural population increases.



37,100 QUEENSTOWN  
DISTRICT RESIDENT  
POPULATION IN 2017

## INFRASTRUCTURE / INVESTMENT

Queenstown is going through a period of significant investment in infrastructure by both the public and private sectors. In July 2017, Central Government announced \$50 million of the new \$1 billion Housing Infrastructure Fund had been allocated to Queenstown. The fund will fast track roading and services infrastructure projects to support the development of up to 3,200 new homes in Frankton Flats, Kingston and Ladies Mile.

The private sector is also delivering significant entertainment facilities including the proposed iFly indoor skydiving attraction and continued ski area investment (e.g. a combined chairlift / gondola has recently opened at Cardrona Alpine Resort).



AVERAGE ANNUAL DISTRICT  
POPULATION GROWTH  
2012-2017



Sources: Infometrics, TripAdvisor, Statistics NZ and Queenstown Airport.

## KEY INFRASTRUCTURE PROJECTS

Project	Lead agency	Timing	Budget	Impact
New Arterial Route (proposed)	Co-funded by Council and NZTA	Completion July 2024, subject to funding approval	\$140m	Divert traffic around the central part of town and ease congestion.
Kawarau Falls bridge	New Zealand Transport Agency (NZTA)	Under construction, completion June 2018	\$21m - \$22m	Replacement of single lane bridge with dual carriageway to address short to medium term traffic growth issues.
Hawthorne Drive	Co-funded by Council and NZTA	Completed December 2017	\$22m	Reduced congestion and eased traffic flows in Frankton. Project also included significant stormwater and wastewater infrastructure.
Wakatipu High School	Ministry of Education (MOE)	Under construction, completion early 2018	\$25m	Relocation, and expansion of Wakatipu High School from its existing central Queenstown location to Remarkables Park.



An aerial photograph of the Lakeview Precinct in Queenstown, New Zealand. The image shows a town built on a hillside overlooking a large lake. In the background, there are rugged mountains with some snow. The sky is blue with some clouds. A large white circle is overlaid on the right side of the image, containing the text 'LAKEVIEW PRECINCT' and 'QUEENSTOWN, NEW ZEALAND'.

# LAKEVIEW PRECINCT

QUEENSTOWN, NEW ZEALAND



# MARKET SNAPSHOT: A GROWTH STORY

## RESIDENTIAL

There is an acute shortage of residential dwellings in Queenstown with limited new supply unable to keep up with sustained high demand driven largely by a growing resident population and seasonal workers.

The shortage in rental accommodation is even more pronounced. MBIE statistics indicate that weekly rents in central Queenstown are now more expensive than in the Auckland CBD and have grown considerably over the last five years.

There have been very few residential developments in central Queenstown in recent years, primarily as suitable development land is extremely rare. Consent data indicates that, on average, only 48 apartments per annum were consented over the five years to September 2017, far below the pre-GFC peak of 172 units in the year to September 2006.



\$905,000

REINZ MEDIAN HOUSE PRICE  
(DECEMBER 2017)

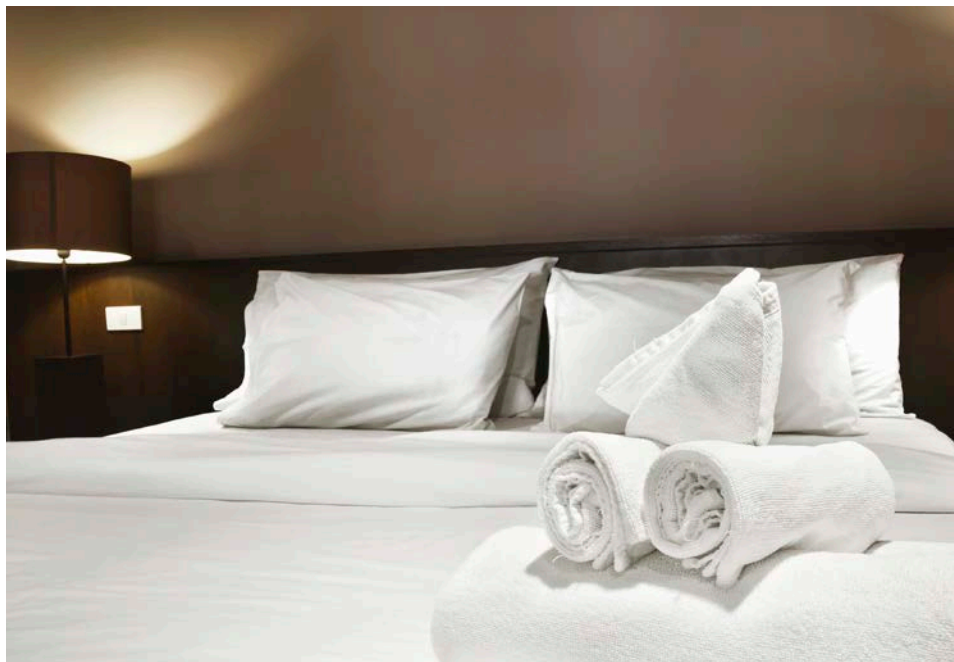
11.2%

ANNUAL GROWTH IN  
ELECTRONIC CARD RETAIL  
SPENDING ( TO SEPT 2017)

## RETAIL

Retailing industries are increasingly important to Queenstown's economy. Infometrics estimated that in 2016, GDP from Retail Trade and Accommodation & Food Services industries accounted for 18.1% of Queenstown's GDP, compared to 6.9% nationally.





\$225

AVERAGE DAILY ROOM RATE  
(2017)

82%

AVERAGE HOTEL OCCUPANCY  
(2017)

## ACCOMODATION

The Queenstown hotel market has performed very strongly over the past five years. Both occupancy and room tariffs have increased significantly over this period as a result of unprecedented visitor demand. Average hotel room tariffs are now the highest of any major New Zealand centre.



*Sources: Tourism Industry Aotearoa, Infometrics, REINZ, MBIE.*

# INVESTING IN NEW ZEALAND

- ◇ A modern and sophisticated urban lifestyle combined with a natural and unspoiled rural heritage that sets it apart from the rest of the world.
- ◇ Favourable economic, demographic and migratory trends provide a positive investment outlook.
- ◇ Benign capital gains tax regime, no stamp duty, a transparent ownership and land transfer system and a strong banking sector.
- ◇ A stable democracy, independent regulatory authorities and lack of corruption. According to the World Bank's Ease of Doing Business Index, New Zealand is ranked first in the world for overall ease of doing business compared to 189 other countries (June 2017).
- ◇ Highly transparent and stable real estate sector. The World Bank's 'Doing Business' Report (2015) also describes the planning and zoning regulations as being among the "world's most efficient" and goes on to say "They are comprehensive, predictable and streamlined in implementation".
- ◇ Monetary policy targeted at maintaining annual inflation between 1% and 3% average over the medium term. This mandate has been expanded to include intervention in currency markets to reduce excess volatility in the exchange rate and a set of macro prudential tools designed to manage systemic risks to the economy.



# OVERSEAS INVESTMENT ACT APPROVAL

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.

The land in the Lakeview Precinct being offered by Council is, or is likely to be “sensitive land” for the purposes of the OIA. Any party that is an “overseas person” for the purpose of the OIA will need to obtain consent under the OIA to acquire any such interest in such sensitive land.

Respondents should obtain specific advice as to their status under the OIA and the application of the OIA to any transaction relating to Lakeview that the Respondent may be contemplating.

Any Respondents that may be shortlisted to proceed to Phase 2 (Request For Development Proposal) will be required to apply for OIA consent during the course of the Request For Development Proposal process.



# INFORMATION SOUGHT FROM RESPONDENTS

Respondents are asked to present the following information in their submission. This information will form the basis of the evaluation used to select the shortlist and Respondents are asked to generally set out their response using the headings and numbering set out below, to assist evaluators. The evaluation criteria are set out in Appendix 2.

## COMPANY & CAPACITY

1. A table identifying the Respondent's trading name, legal name, its directors, address for service and the primary contact person together with their contact details.
2. Names of related bodies corporate and a structure diagram identifying the

Respondent's ultimate parent(s) and any associates.

3. A summary of your background, general experience and core business activities.
4. An organisational structure diagram identifying key personnel and your governance arrangements, and how you anticipate this would interface with Council.
5. Information on your staffing levels.
6. Confirmation as to whether the Respondent is an "overseas person" for the purposes of the Overseas Investment Act 2005.

## YOUR VISION

1. Please state the Package or Package(s) you are expressing interest in (the available packages are outlined on page 8). Council is open to interest from parties looking to control development of the entire precinct and / or parties interested in delivering a component of it.
2. Please provide a design statement which outlines the nature of the development

contemplated (i.e. use / mix of uses proposed), target audience and design philosophy and articulate how your proposal will contribute to Council's stated objectives for Lakeview. A detailed design response is not expected at this stage but any concept type material that you wish to submit that will provide Council with a better sense of your vision, will be considered.

## TRACK RECORD & EXPERIENCE

1. Details of your experience with the development of similar projects, recognising that Council is seeking best practice urban design and a high quality built form outcome.
2. Details of your experience and capability with partnering models and development agreements. Ideally this experience would include working with central, state or local government bodies.
3. Details of your experience and capability working collaboratively with adjacent developers in a precinct type environment.



4. Please include case studies on at least two projects that you have completed in support of your response to 1 – 3 above.
5. A biography for each of the key personnel proposed, with particular regard to their skills and experience in delivering similar projects. Full CVs for each member of the proposed delivery team are to be attached as an Appendix.
6. Two relevant referees who we can speak to, should we choose to do so, regarding their experience working with you at a commercial, planning and delivery level.

## FINANCIAL CAPACITY

1. A letter of support from a major trading bank or accounting firm confirming that you have the balance sheet capacity to obtain sufficient funding to complete a development of the scale and size proposed. Alternatively, audited financial statements which clearly outline the Respondents equity position can be provided. Council reserves the right to seek an independent review of the material provided by a Chartered Accounting firm.

2. A list of all current projects that you are committed to, including the location and value of each project.

## ADDITIONAL MANDATORY INFORMATION

1. Details of any of your directors or major shareholders who have been personally declared bankrupt, or have been directors or shareholders of a company placed in receivership or liquidation. Please state 'nil' if this does not apply.
2. Details of any relevant potential, pending or successful legal actions against the Respondents, associates, directors or shareholders, in the last five years. Please state 'nil' if there is no potential, pending or successful legal actions.
3. Completed copies of the forms attached as Appendix 5. These are available in Microsoft Word format in the Data Room.

Council reserves the right to obtain a third party review of the information provided.

# APPENDIX 1: PROCUREMENT PROCESS

## Phase One: Expression of Interest

The intention of this EOI is to shortlist Respondents with the appropriate track record, capability, financial capacity and vision to undertake development of the Lakeview site in a manner that is sympathetic to Council's objectives for the precinct.

- Interested parties must respond to this EOI with the information requested in the prior section.
- Council may in its sole discretion invite a Respondent (or Respondents) to present to Council and its advisors in order to elaborate on and explain the contents of its response. If Council elects to do so, this is an exercise of its rights reserved in Appendix 6 (EOI Terms and Conditions) and does not limit the rights of Council in any way.
- Council will review and evaluate the responses in accordance with the evaluation criteria set out in Appendix 2.

## Phase Two: Request for Development Proposal

Subsequent to the EOI, Council may, at its discretion, elect to invite a shortlist of parties (Shortlisted Parties) to respond to a Request for Development Proposal (RFDP) in Phase 2 of the procurement process.

The Shortlisted Parties will be asked to submit a detailed development proposal including a design response and a formal commercial offer. The RFDP document will outline the information sought from Shortlisted Parties but requested information will likely include:

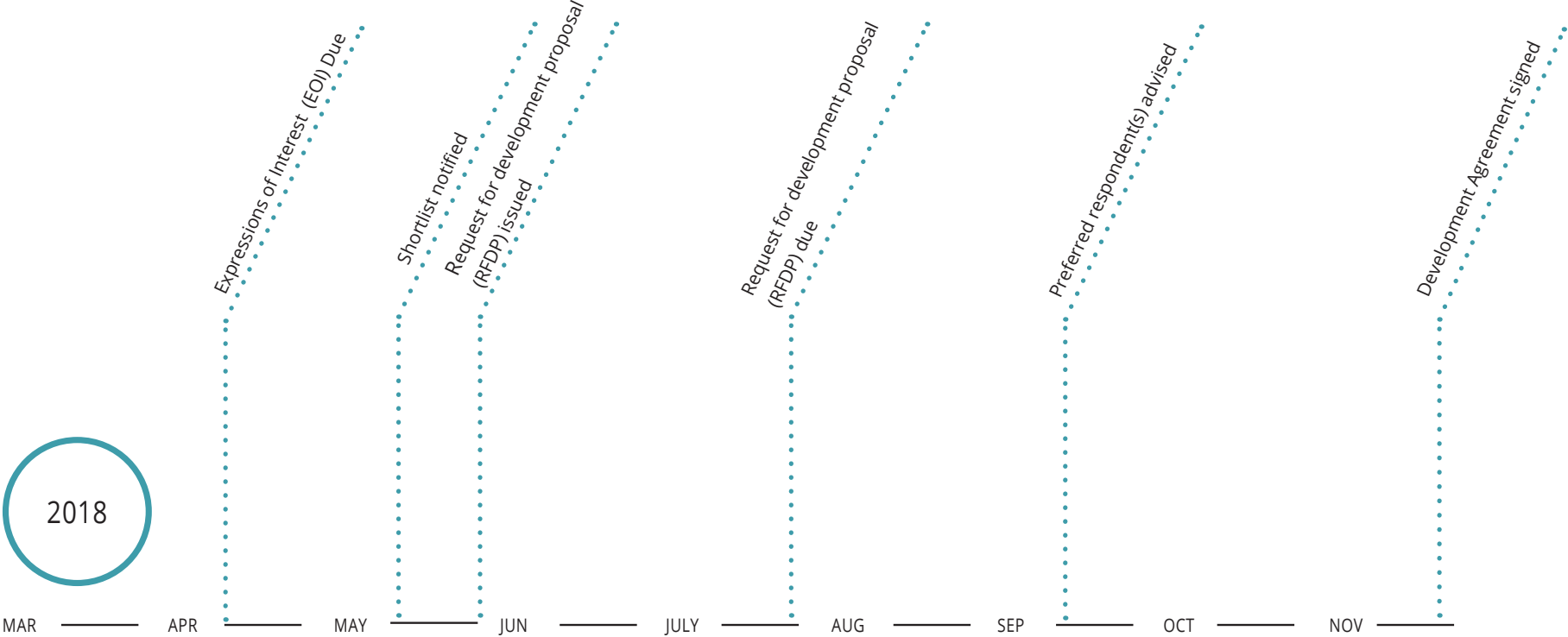
- Concept plans & a design response which outlines how the concept plans respond to the site context and Council's objectives for the site.
- A commercial offer that addresses payment for land, conditions precedent, financing, transfer of title, construction procurement approach and sales and marketing strategy.

Without limiting the specific terms of the RFDP, Council will evaluate the Shortlisted Parties' responses to the RFDP in accordance with the evaluation criteria set out in the RFDP with a view to selecting one (or more) of the Shortlisted Parties as the preferred respondent(s) out of the RFDP process (Preferred Respondent).

Council may then elect, at its discretion, to negotiate with the Preferred Respondent(s) with a view to entering into formal development documentation for the development of the Lakeview site.



INDICATIVE PROGRAMME



# APPENDIX 2: EVALUATION PROCESS

An evaluation panel will evaluate responses against the following criteria, and in accordance with the terms and conditions set out in Appendix 6.

## EVALUATION CRITERIA

Headline Criteria	Weighting
Development vision and commitment to good design	15%
Delivery capability	35%
Partnering capability	20%
Financial capacity	30%

## CONFLICTS OF INTEREST

Respondents must disclose any actual, potential or perceived conflict of interest and the Respondent's proposed management of any conflict of interest. Further details regarding the evaluation by Council of any conflicts of interest are set out in section 10 of Appendix 6.

Following evaluation, the evaluation panel will make a recommendation to the project steering group (PSG) on the parties it considers most suitable to advance to the Request for Development Proposal phase, as Shortlisted Parties. The PSG will then be asked to endorse this recommendation and it will be put to Council for approval.



# APPENDIX 3: DATA ROOM & QUESTIONS

## DATA ROOM

To assist interested parties prepare their responses to this EOI, a data room has been established. Please contact the Council Contact Person (Page 1) to arrange access.

The content of the data room is summarised as follows:

1. Council Resolutions
2. Proposed Subdivision Plan
3. Planning Information
4. Conflict of Interest Disclosure form
5. Respondent's Statements & Declaration form

## QUESTIONS & COMMUNICATION

Any questions and communication must be in writing and submitted by the Question Closing Date, and directed only to the Council Contact Person.

Interested parties should not contact representatives of Council directly. Clarification or further information sought by Respondents may be provided to other interested Respondents at Council's discretion.

Respondents must not make any public statements regarding this EOI, without the prior written consent of Council. Unauthorised communication by a Respondent about this EOI or with Council or any other person in relation to this EOI may lead to disqualification from the process.

Further information in relation to enquiries and communications relating to this EOI are set out in part 7 of Appendix 6.

## APPENDIX 4: SUBMISSION OF RESPONSES

Responses to this EOI must:

- be clear, legible and in English;
- be signed by a duly authorised representative;
- remain valid for a period of 90 days from the Closing Date;
- be provided in electronic form (sent by email only), in MS Word, Adobe PDF or similar format), to the Council Contact Person on or before the Closing Date;
- be no greater than 10MB; and
- include the Respondent's Declaration and Conflict of Interest Disclosure (Appendix 5).

Council will not accept any faxed, mailed or couriered responses, and accepts no responsibility for responses sent to an incorrect email address.

Respondents will be notified of the outcome on or before the Notification Date.



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[illegible]

## RESPONDENT'S STATEMENTS AND DECLARATION

All Respondents submitting a Response to this EOI are required to complete and sign this declaration confirming the information given to Council in response to this EOI and any other document provided as part of the Response to this EOI is true and correct in all aspects.

In addition, the Respondent submitting this EOI Response declares that:

### *Acceptance of Responses*

We understand that Council is not obliged to accept any response that it may receive.

### *Currency of Respondent's Response*

We acknowledge that our response is irrevocable and remains open for 90 days.

### *Comprehension of EOI Requirements and Intellectual Property*

On behalf of the Respondent submitting this EOI response, I/we confirm that we have fully understood the requirements set out in the EOI documents and that all of the information submitted by us does not breach any third party copyright.

We further warrant and undertake to comply with the continuing obligations and commitments set out in this EOI including in relation to confidentiality and intellectual property, even if our response is not accepted.

### *Declaration*

On behalf of the Respondent submitting this EOI response, I/we declare that the information provided to Council in response to this EOI is true and correct in all aspects.

Signature (of duly authorised officer):	
Signed By:	
Print Name:	
Date:	
Full Name and Designation:	
Witness:	
Name:	
Signed:	
Date:	



# APPENDIX 6: TERMS & CONDITIONS

## 1. Acceptance of EOI terms and conditions

By submitting a Response, the Respondent is deemed to have accepted the terms and conditions set out in this EOI. Unless otherwise agreed in writing with Council, any additional terms and conditions set out in the Respondent's response will not apply.

## 2. Status of EOI

Neither this EOI nor the EOI process will create any contractual, equitable or other obligations on Council or any right in favour of a Respondent that is enforceable against Council. In particular, and without limitation, this EOI is not a contractual offer.

Nothing in the conduct of this EOI process obliges Council to enter into any contract or further agreement with any Respondent in relation to the matter that is the subject of this EOI.

## 3. Disclosure obligations

Respondents acknowledge that Council must comply with the Local Government Official Information and Meetings Act 1987 and all disclosure/information requests arising from any local government process, rules of procurement, and/or enactment or rule of law (Disclosure Obligations).

If a Respondent wishes to protect specific information, it may mark it as "Commercial: In

Confidence", although it is not acceptable that the entire response be marked as such. Council will take into account such indications when meeting its Disclosure Obligations. Council cannot, however, guarantee that information marked "Commercial: In Confidence" can or will be protected if Council receives a request for information pursuant to a Disclosure Obligation or is otherwise obliged by law to disclose such information.

## 4. Confidentiality

The Respondent must keep confidential any and all documents, information, projections, background material and discussions provided by or on behalf of Council in relation to or in connection with this EOI, whether provided electronically, in hard-copy or otherwise, and whether provided before or after the issue of the EOI (Information). The Respondent shall ensure that the Information is not disclosed to any person, except as expressly authorised in this EOI or with the prior written consent of Council. The Respondent must take all reasonable steps to safeguard the confidentiality of the Information.

If it is found that a Respondent has disseminated Information without the prior written approval of Council in breach of this EOI, the Respondent may be removed from the EOI process and Council reserves the right to seek any appropriate remedies.

## 5. Advertising and Publicity

Respondents receiving this EOI and any associated documents must not, without the prior written consent of Council, make any public statement in relation to this EOI, the procurement process, their response, or the Respondent's participation in the procurement process.

No advertisement or other information relating to this procurement process or any contract that may arise out of it is to be published in any media without the prior written approval of Council.

## 6. Collection of information

### 6.1 Reference checks

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

### 6.2 Quality control

During the assessment by Council of responses submitted by Respondents pursuant to this EOI, audit and quality assurance checks may be carried out as part of the risk management process of Council.

Council may seek further information on any issue from sources other than those supplied by a Respondent in its response.

Respondents consent to Council undertaking reference checks and audit and quality assurance checks as part of the risk management process of Council and agree to provide Council with such assistance as Council may reasonably require.

## **7. Enquiries and Communications**

### **7.1 Communications with Council**

All communications relating to this EOI, including requests for clarification or further information, must be directed to the Council Contact Person (or such other person who may be appointed by Council from time to time) by the Question Closing Date. Council may, at its sole discretion, respond to a request received after the Question Closing Date but it is under no obligation to do so.

Any clarification, further information or changes to the terms of this EOI or to the procurement process will, in general, be notified to all Respondents and published on GETS by way of written notice. All such notices issued will become part of this EOI.

Council is not bound by any statement (whether written or oral) regarding this EOI or the procurement process made by any person other than the Council Contact Person. The Council Contact Person is the only person authorised to make representations or to provide explanations regarding this EOI or the procurement process.

### **7.2 Communications with Respondents**

Council will communicate as necessary with any Respondent through the Council Contact Person regarding this EOI, including:

- answering questions and clarifying information in this EOI;
- notifying Respondents of any change in the procurement process;
- seeking clarification of submitted responses;
- conducting interviews and/or site visits (if any) with any of the Respondents; and
- informing Respondents of the outcome of the EOI process.

### **8. Canvassing**

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

### **9. Acceptance of gifts**

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

Any Respondent attempting to provide gifts, inducements, promotional products, services and so on to any Council employees, agents, consultants

or contractors may be disqualified from the EOI process.

## **10. Conflicts of interest**

As part of its response to this EOI, each Respondent must complete and sign the Conflict of Interest Disclosure in the form set out in Appendix 5.

Each Respondent must disclose any actual, potential or perceived conflict of interest (whether financial or personal) in relation to the matters covered by this EOI and/or the procurement process, and state how any conflict would be mitigated or managed. 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 Council is compromised.

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

Following the identification of an actual, potential or perceived conflict of interest, if Council, in its sole discretion, determines the conflict of interest or the management of it is not acceptable, or has not been properly disclosed, Council reserves the right:

- to negotiate with a Respondent with respect to the management or mitigation of the conflict of interest;
- not to proceed any further with its evaluation of a response;



- not to shortlist any Respondents;
- not to select a Preferred Respondent; or
- not to enter into a contract with the Preferred Respondent.

#### **11. Ownership of intellectual property of EOI and response documents**

The content of this EOI and all documentation or other information provided by or on behalf of Council is and will remain the property of Council. Council only grants the Respondent a limited, revocable and non-exclusive license to use the information provided in this EOI for the sole purpose of submitting the response to this EOI and not for any other purpose.

The responses submitted to Council will be retained by Council unless otherwise specifically agreed between Council and the Respondent. Intellectual property in a response to this EOI will not pass to Council. However, by submitting a response, each Respondent licenses Council to use, copy, adapt, modify and reproduce responses for the purpose of evaluating its response and to otherwise further the procurement process.

#### **12. Information provided by Respondent complete and accurate**

Council will rely on information provided by each Respondent at all stages of the procurement process. It is anticipated that information provided during the procurement process will form part of the final contract (if any). By submitting a response, each Respondent warrants that all information provided by it to Council in, or in relation to, the response is complete and accurate in all material respects.

Each Respondent also warrants to Council that the provision of that information to Council, and the use of it by Council for the evaluation of the response, any resulting negotiation, and any other use related to the process and next steps will not breach any third party's intellectual property rights.

Any assumptions or interpretations a Respondent makes with respect to this EOI or its response must be clearly identified and stated.

Council is under no obligation to check any response for errors. The acceptance by Council of a response that contains errors will not invalidate any contract that may be negotiated on the basis of that response.

#### **13. Respondents to inform themselves**

Unless expressly agreed to the contrary in writing, Council 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 EOI process. Each Respondent will be responsible for verifying the accuracy and adequacy of the information supplied by or on behalf of Council and shall undertake all such further investigations as it considers appropriate. Council accepts no liability on account of errors in any statements made or data provided in the course of response preparation, within the EOI itself or subsequent negotiations, and each Respondent must rely on its own inquiries.

The Respondent, in submitting its response, warrants and undertakes to Council that it has:

- examined this EOI and all documents referenced by the EOI (if any) and any other information made available by Council to the Respondents; and

- considered all the risks, contingencies and other circumstances that may have an effect on its response.

#### **14. Cost of responding**

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

- communications and/or negotiations with Council;
- meetings, interviews or presentations with Council;
- any additional information requested by Council;
- any contract negotiations or legal advice sought; and/or
- site inspections/visits (if any).

#### **15. Joint responses**

Joint responses (being responses from consortia, responses involving subcontracting arrangements, or where the Respondent is comprised of more than one person or entity) will be considered.

#### **16. Rates/Pricing and GST**

Any rates and/or prices quoted in a response should be in New Zealand dollars and be exclusive of Goods and Services Tax (GST), but inclusive of all other taxes and duties.

## 17. Notification of EOI outcome

The Shortlisted Parties (if any) will be advised that they have been selected to participate in the next phase (Phase 2, Request for Development Proposal) of the procurement process.

Council will notify all unsuccessful Respondents that they have not been invited to participate in Phase 2 of the procurement process. Upon request, Council will debrief unsuccessful Respondents on their performance during the procurement process, including:

- outlining the reason(s) the response was not successful;
- explaining how the Respondent's response performed against the criteria or any pre-conditions and its relative strengths and weaknesses;
- explaining the relative advantage/s of the successful response(s); and
- addressing the Respondent's concerns and questions.

Debriefs for unsuccessful Respondents will be conducted within 30 Business Days of the date the shortlisting process is completed, or within 30 Business Days of the date of the Respondent's request for a debrief, whichever is later.

## 18. Notice generally

Council will satisfy its obligations under this EOI to provide notices to all Respondents by publishing that notice or information on GETS, or, if applicable, by communicating directly to all Respondents participating in the EOI process at the time the notice is given.

## 19. Exclusion of liability

Nothing in this EOI imposes any duty of care on Council and, to the extent permitted by law, any such duty of care is expressly excluded.

To the extent permitted by law, neither Council nor any Council Contact Person, Council employees, contractors, subcontractors and agents will be liable (whether in contract, tort, equity or in any other way) for any direct, indirect or consequential damage, loss or cost (including, but not restricted to, legal costs and response preparation costs):

- incurred by any Respondent in connection with this EOI and/or the procurement process; or
- arising from the cancellation, suspension, re-issuing or amendment of this EOI or in relation to or in connection with any other course of action Council may follow or pursue in relation to or in connection with this EOI.

Council accepts no liability on account of errors in any statements made or data provided in the course of response preparation, within this EOI document itself or subsequent negotiations, and each Respondent must rely on its own enquiries.

Notwithstanding any other provisions in this EOI, and to the extent that Council is found to have any liability to Respondents on whatever basis, the liability of Council is, in all circumstances, capped at \$1.00.

## 20. Rights reserved by Council

Despite any other provision in this EOI, Council reserves the right in its sole discretion to:

- reject all or any of the responses;

- accept or reject any late or non-conforming response (including, without limitation, any response which has incomplete schedules, is not correctly completed or has departures, exclusions, clarifications or qualifications);
- accept or reject any variations or alternatives submitted by any Respondent;
- apply or change, and give whatever weighting it wishes, any policy or criteria relating to the participation in this EOI or any subsequent process or evaluation of responses (including, without limitation, to the evaluation criteria) on written notice to all Respondents;
- negotiate with any Respondent who submits a response (to the exclusion of other Respondent(s)) at any time and upon any terms and conditions;
- seek further details or clarification from a Respondent about any aspect of its response, provided that Council will not be obliged to seek the same details or clarification from each Respondent;
- amend, suspend or withdraw all or any part of this EOI or the procurement process (including, without limitation, to the evaluation criteria) via written notice to all Respondents;
- alter any timelines or dates relating to this EOI or the procurement process on written notice to all Respondents;
- accept all or any part of any response, unless specifically stated otherwise in a response by the Respondent;
- accept or reject the constitution of any joint

response, unless specifically stated otherwise in the Respondent's response;

- undertake due diligence, including financial checks, relating to any Respondent at any time during the EOI process;
- waive any irregularities or informalities in a response as part of the evaluation process connected with this EOI;
- negotiate with Respondents with the intention of amalgamating all or part of differing proposals;
- enter into discussions and negotiations with any person or organisation, not necessarily restricted to those who respond to this EOI; and/or
- do any other reasonable act or thing that Council sees fit in relation to this EOI.

## **21. Governing law**

This EOI 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 EOI.

## **22. Definitions**

Business Day means a day which is not a Saturday, Sunday or public holiday in Queenstown or any day within the period from 24 December to 5 January (both inclusive).



# LAKEVIEW PRECINCT

QUEENSTOWN, NEW ZEALAND







INVITATION FOR EXPRESSIONS OF INTEREST

**CBRE**

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Licensed Real Estate Agent (REAA 2008)

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QUEENSTOWN, NEW ZEALAND