

Title: **Reynolds Hall – Memorandum of Understanding**

Section: Liveable Communities

Prepared by: Garrett Blair (Contracts & Asset Manager)

Meeting Date: 10 October 2018

Legal Financial Significance = low

Report to **COMMUNITY DEVELOPMENT & SERVICES** Committee for decision

SUMMARY

The purpose of this report is present the Committee with the draft Memorandum of Understanding for approval.

Reynolds Hall is a community owned and operated hall that is located in Tolaga Bay. The hall was opened with a grand concert on New Year's Day in 1915 and was aptly named 'Reynolds Memorial Hall' (shortened to Reynolds Hall in everyday use). The hall was registered as a Category II historic place in 1984. Its current heritage listing is Category B Post European Contract Schedule p58 HPT 3574. The hall is a vital part of the Tolaga Bay Community as well as the East Coast.

The Community Development and Services Committee (Committee) in October 2017 resolved to develop a Memorandum of Understanding (MOU) between the Reynolds Hall Trust (Trust) and the Gisborne District Council (Council) for the purpose of project management and funding support (Report 17-451).

The main focus of the MOU is that Council agrees to provide advice and support and in return, the Trust will actively consult with Council in relation to the Hall. The Trust must apply for funding using the appropriate channels and are not guaranteed funding by the MOU. The MOU will set the framework for a positive working relationship between Council and the Trust.

The decisions or matters in this report are considered to be of **low** significance in accordance with the Council's Significance and Engagement Policy.

RECOMMENDATIONS

That the Community Development & Services Committee:

1. Notes the contents of this report
2. Approves the draft Memorandum of Understanding between the Reynolds Hall Trust and the Gisborne District Council for the purpose of funding application and project management support.
3. Instructs the Chief Executive to enter into the Memorandum of Understanding between the Reynolds Hall Trust and the Gisborne District Council,

Authorised by:



Keita Kohere
Director Transformation & Relationships



Andrew White
Director Liveable Communities

Keywords: Reynolds hall, memorandum of understanding, monkhouse street, tolag a bay, Reynolds hall trust

BACKGROUND

1. Reynolds Hall is located at 9 and 11 Monkhouse Street in Tolaga Bay and is owned by the Reynolds Hall Trust (the Trust) which is a registered Charitable Trust. The first public hall was opened in 1907 and subsequently burnt down in 1913, with station owner Mr RJ Reynolds providing most of the funds required for the rebuild, in memory of his son Ralph who was killed in a polo accident in 1913.
2. The new hall was opened with a grand concert on New Year's Day in 1915 and was aptly named 'Reynolds Memorial Hall' (shortened to Reynolds Hall in everyday use).
3. The hall was registered by New Zealand Historic Places Trust as a Category II historic place in 1984. Its current Heritage listing is Post European Contact Schedule p58 HPT 3564 Category B.
4. Reynolds Hall has always been considered a valuable community resource. On at least two occasions it has provided emergency shelter for Tolaga Bay residents. The hall has always been considered significant in the public realm and in 1989 it was restored through efforts of the whole Tolaga Bay community. Work included reroofing, repainting and replacement of water pipes.
5. Upgrades in 2015 saw expenditure of \$550k, which was sourced from external funding sources. Significant work was done to upgrade the facility including:
 - Installation of new water tanks, filtration systems, pumps and bore upgrade as well as new septic tanks and effluent field.
 - External construction including new doors, and full cladding of all walls in colour steel with plywood racing in all walls.
 - New roofing material and insulation as well as external painting of timber areas only.
 - Internal guttering removed.
 - Internal kitchen fit-out and upgrade to both male and female toilets.
 - New fire alarm system and upgrade to the electrical system.
 - New light fittings and sliding doors to the dining area.
6. The Trust are in the process of putting together a programme of work that was not completed during Stage 1. The scope of this work includes:
 - a. New fire exit door and stairs from the upstairs Gallery.
 - b. Reinstate seating to gallery.
 - c. Installation of a fully compliant balustrade.
 - d. New colour steel on front roof balcony.
 - e. Fire rated GIB to ceiling in front foyer.
 - f. Reinstatement of missing internal doors.

DISCUSSION and OPTIONS

7. Report 17-451 taken to the Community Development and Services Committee (Committee) in October 2017 resolved to develop a Memorandum of Understanding between Reynolds Hall Trust (Trust) and the Gisborne District Council (Council) for the purpose of project management and funding support.
8. The purpose of the Memorandum of Understanding is to provide the basis for a positive working relationship between the Council and the Trust for the strategic direction and on-going support required by the Trust for the facility.

9. The Trust have been supplied with a DRAFT copy of the MOU prior to the Committee meeting. The trust have signalled they are overall happy with the MOU.
10. It is important to note that the MOU does not automatically grant the trust any financial funding. The Trust will still need to go through appropriate channels in order to access funding that may be available to them, which includes funding from the Gisborne District Council. The Reynolds Hall Trust currently has the following funding allocated from Council:
 - a. 2017-18 - \$10,000
 - b. 2018 -19 - \$10,000
 - c. 2019 -20 - \$10,000

Responsibilities of the Parties

11. The following sets out the proposed responsibilities of each party as per the draft Memorandum of Understanding:

The Parties agree:

- a. The Reynolds Hall Trust is the building owner and landowner.
- b. The Council's role is to provide advice and support on a day-to-day basis or as reasonably requested in line with other privately owned Community Facilities.
- c. The Parties will meet on an annual basis to discuss current needs and Council's ability to contribute to these. This will depend each year on resources and capacity.

Responsibilities of the Council

The Council agrees to support the development of Reynolds Hall by:

- a. Providing officer support (when available) to the Trust for the purposes of the following:
 - Asset Management advice and support
 - Project Management advice and support
 - Funding advice and support
 - General management technical knowledge

Responsibilities of Reynolds Hall Trust:

The Reynolds Hall Trust agrees to:

- a. Actively consult with the Council officers on any major Reynolds Hall developments and activities that may affect on-going support the Council provides.
- b. Ensure that all relevant applications for funding are managed through appropriate channels.

ASSESSMENT of SIGNIFICANCE

Criteria	This Report	The Process Overall
The effects on all or a large part of the Gisborne district	Low	Low
The effects on individuals or specific communities	Low	Medium
The level or history of public interest in the matter or issue	Low	Low
Inconsistency with Council's current strategy and policy	Low	Low
Impacts on Council's delivery of its Financial Strategy and Long Term Plan.	Low	Low

11. The decisions or matters in this report are considered to be of **low** significance in accordance with Council's Significance and Engagement Policy.
12. Whilst we see Reynolds Hall as a valuable community asset for Tolaga Bay, the approach that Council is taking is similar to other privately owned community facilities and therefore we see this as being of low significance.

COMMUNITY ENGAGEMENT

13. There has been no community engagement on the Memorandum of Understanding.

CONSIDERATIONS

Financial/Budget

14. Council's financial contribution to Reynolds Hall is under the 'Multi Year Grant Scheme' whereby Council provides funding support of \$10,000 per annum from years 2017 – 2020.

Legal

15. The MOU is not intended to be legally binding and may be terminated at any point by either party.

POLICY and PLANNING IMPLICATIONS

16. The approach that Council has taken by entering into a Memorandum of Understanding is consistent with the Council's Community Facilities Strategy as opposed to taking ownership of the hall.

RISKS

Resource Risk

17. The MOU relies on staff being available to provide the support. There could be a potential future risk around Council's ability to resource the MOU subject to other community pressures.

Reputational Risk

18. There is a reputational risk to Council if it decided to not enter into this MOU, as it has previously stated its intention to do so.

NEXT STEPS

Date	Action/Milestone	Comments
17/10/2018	Confirm DRAFT MOU with Trust	Trust have already been supplied with a draft version. Confirmation will include any changes made by the Committee.
6/11/2018	Signing of the MOU	Signing of MOU will be undertaken as per Council delegations.

APPENDICES

- Appendix 1: DRAFT Memorandum of Understanding between the Gisborne District Council and Reynolds Hall Trust.