

<b>SUBJECT:</b>	<b>SOBRAON CRICKET PITCH DEVELOPMENT</b>
<b>REPORT BY:</b>	<b>DIRECTOR OF HOUSING AND COMMUNITY SERVICES</b>
<b>LEAD OFFICER:</b>	<b>STEVE BIRD, HEAD OF COMMUNITY SERVICES, LEISURE AND SPORT</b>

## 1. Purpose of Report

- 1.1 To seek approval to enter into lease and management agreements with the University of Lincoln and Lincolnshire Cricket for the development of the Sobraon cricket pitch site.
- 1.2 To remind Members that entering into a lease is classified as a technical disposal of the Sobraon cricket pitch site in legal terms.

## 2. Background

- 2.1 For some years now, following fire damage, the Sobraon cricket pitch has not had a pavilion to support the playing of cricket at the site. Consequently use of the site has been limited due to the lack of changing, ablution, and ancillary facilities. The pitch itself is an excellent community cricket pitch.
- 2.2 The Council currently has £124,800 of 'ring-fenced' capital funding for the development of a cricket pavilion on the site. On its own this sum is insufficient to develop a modern, robust facility.
- 2.3 The Council has been approached by a partnership of the University of Lincoln and Lincolnshire Cricket to enter into a proposal to lease the site in order to develop changing facilities and make better use of the site for the whole community in line with a proposed development plan. The University would be the lease holder in this arrangement. A copy of this is attached as **Appendix C**.
- 2.4 The proposed agreement would see partnership investment in the site and the introduction of a cricket development plan. These developments are set out in a Heads of Terms agreement that is attached as **Appendix B**.  
The plan would consider cricket provision in the broadest sense, and particularly feature development of female and youth cricket. Lincolnshire Cricket, as the county governing body for cricket, is well placed to make best use of the pitch and utilise the asset in the best interests of the sport and the community. The University seeks to be able to offer a pitch to students for games during the educational terms. In addition, the University has asked for some discretion for other use at the site, such as 'rounders'.

- 2.5 In January 2009 Executive, appraised of the above information, granted authority for officers to explore the partnership proposal with the University of Lincoln and Lincolnshire Cricket.
- 2.6 In order to enter into a lease agreement, as the site is owned by the Council and is a recreational space, the Council was obliged to go through legal processes for the 'technical disposal' of open space and offer any parties the opportunity to object to this disposal. These processes were followed in May/June 2010. Subsequently officers received a number of enquiries and objections. In addition to objections to the disposal, residents stated their dissatisfaction with the consultation process undertaken to that point. This prompted additional consultation and a meeting with some residents. The findings from the consultation work are identified within this report.
- 2.7 It is an officer view that, considering the project in the round, and mindful of the objections from local residents, entering into the partnership provides a rare opportunity to attract external funding to support and encourage the playing of cricket in the City. Without this the prospect of improving facilities for cricket in the near future looks limited. In stating this, there is of course a need to consider and make provision within any lease agreement to address residents concerns to members' satisfaction.

### **3. Objections and Comments**

- 3.1 In advertising the site for 'disposal' certain legal phrasing has to be applied. The act tells us that a District Council may not dispose of any land consisting of, or forming part of, an Open Space unless, before disposing of the land, it causes notice of its intentions to do so, specifying the land in question and giving as much detail as possible of the proposed intention, to be advertised for two consecutive weeks in a newspaper circulation in the area in which the land is situated. The form of wording is specified by the Local Government Act 1972. Subsequently, the Council must consider any objection made to it. In the council's notice as much information of the intended disposal was given as was considered reasonable and practical and a plan was available for inspection. Following the advert, which was in line with the legal requirements, the Council received a number of communications expressing their concerns.
- 3.2 Some of the objections received were based upon incorrect assumptions. Where possible officers have directly allayed residents' fears regarding the proposals, however a number of important and pertinent issues have been raised, and these are identified for Members within appendices to this report.
- 3.3 In order to ensure that Executive Members are appropriately informed of residents views, officers have collated responses and summarised the concerns raised. They have also included responses to these concerns from the University of Lincoln/Lincolnshire Cricket and provided some officer comment for consideration. These are attached as **Appendix D**. The comments of residents have been agreed with a local residents group as a fair representation of their concerns and wishes.

3.4 In addition to the précis in **Appendix D**, supporting information in the form of the actual responses and comments from residents are provided in **Appendix E**. NB - Names and addresses have been deliberately obscured on **Appendix E** to protect consultees' personal information.

#### **4. Significant Policy Impacts**

##### 4.1 Strategic priorities

This development has direct relevance to the following strategic priorities:

- Improving health through active leisure
- Listening and responding to local communities
- Enhancing the local environment
- Providing value for money services

4.2 The Council's Leisure Needs Assessment has identified that there is a qualitative deficiency with cricket provision, and successful delivery of this improvement initiative would go a significant way to addressing this.

##### 4.3 Community engagement/ communication

Engagement with residents was undertaken and is evidenced in **Appendices D and E**.

##### 4.4 Community safety

Design of the new pavilion is required to be agreed with officers. The design will be required to be robust and ensure that the facility is resistant to vandalism and arson attempts.

##### 4.5 Equality and Diversity

The site investment and development plan will specifically target minorities and is therefore initially viewed as a positive impact. An initial equality impact assessment has been completed (**Appendix F**) and demonstrates no adverse issues.

##### 4.6 Environment/Climate change

The Council has shown recently its intention to include positive environmental design credentials within its new developments, as can be witnessed by the new Sports Hub changing facility at Yarborough. This model of good practice would be used as an example for the University and Lincolnshire Cricket, who have expressed a clear intent to ensure that development work is undertaken following a formal environmental impact assessment.

#### 4.7 Health

Improving health through active leisure is a strategic priority of the Council. The lease and partnership would see a key community asset better utilised for City residents to engage in sport and active recreation. This is in line with the Leisure Needs Assessment, endorsed by the Council earlier in the year.

#### 4.8 Growth and Regeneration

The development will allow greater use of the site and help to develop clubs and volunteer staff.

### 5. Organisational Impacts

#### 5.1 Finance

##### *Revenue Implications*

Intrinsic in the Heads of Terms agreement is that the University will be responsible for the grounds maintenance costs at the site. This saving has been targeted to alleviate budget pressure resulting from football pitch reconfiguration at the Sobraon Football Pitches, where it has been necessary to extend provision due to increased demand following the development of the new facility. Opportunity for any sustainable savings cannot therefore be identified at this time.

##### *Capital implications*

The University anticipates that the pavilion build itself will be around £210,000.

The University is seeking £70,000 of grant funding from the English Cricket Board (ECB) and is looking to fund around £60,000 towards the scheme itself towards the pavilion, equipment and professional services related to the scheme.

£124,800 is ring-fenced from Council funds for a pavilion at the site. This is the full extent of the funding sought from the Council. This sum would be transferred to the University as a contribution to the scheme, with suitable claw-back clauses, if a lease is agreed.

The total capital funding for the scheme would be around £250,000

#### 5.2 Legal Implications -incl Procurement

A management agreement would be required to ensure that the leaseholder complies with the Heads of Terms agreement to the satisfaction of the Council and to ensure that residents are assured that the Council can veto any inappropriate use that might be proposed in the future.

### 5.3 Land, property and accommodation

Technical disposal of open space will be required in order to enter into a lease arrangement. The prerequisite consultation has been undertaken.

### 5.4 Staffing

This scheme is within the work programme for Recreation Services.

## 6. Risk Implications

### 6.1 (i) Options explored

1. Enter into a lease and management agreement with University of Lincoln/Lincolnshire Cricket (preferred option). This would yield investment in the site and increased, sustainable use of the site for its intended purpose.
2. Reject the proposal – this would lose potential investment in the site, and would prevent this opportunity for developing cricket in the City from being pursued.

### 6.2 (ii) Key risks associated with the preferred approach

1. The University fails to attract the intended funding from the English Cricket Board towards the improvement of the site. This would mean that the agreement would be dissolved, and the site and the Council's funding would revert to the Council.
2. Resident dissatisfaction. Based on the objection of some local residents, there would be some who would be very unhappy with the decision and who may feel that they would wish to sustain their objections.

## 7. Recommendations

### 7.1 That the Executive asks the Director of Housing & Community Services to:

1. Enter into a lease and management agreement for the pitch with the University of Lincoln in line with the Heads of Terms, for a period of 25 years, and including appropriate claw-back clauses should the scheme not progress.
2. Provide an addendum to the Heads of Terms on which the lease is to be based, ensuring that residents concerns are addressed by the stipulation that:
  - i) Location of the new pavilion to be in the South West corner of the field
  - ii) Continued recreational use of the site for residents be permitted
  - iii) Seasonal use only to be permitted from 1 April to 31 October each year

**Key Decision** No

**Key Decision Reference No.**

**Do the Exempt Information Categories Apply** No

**Call In and Urgency:** Is the decision one to which Rule 15 of the Scrutiny Procedure Rules apply? No

**Does the report contain Appendices?** Yes

**If Yes, how many Appendices?** 6

**List of Background Papers:** Executive January 2009

**Lead Officer:** Steve Bird,  
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<b>Consideration</b>	<b>Impact</b>	<b>Consultation Required (Insert Name of Consultee and Date Completed)</b>
<b>Policy Impacts</b>		
Strategic priorities	<b>Yes</b>	<b>A Angus</b>
Community engagement/ communication	<b>Yes</b>	<b>Appendices D &amp; E</b>
Community safety	<b>No</b>	<b>Pavilion design to take this into account</b>
Equality and Diversity (NB a full IA is mandatory if the report relates to a new/change to council policy)	<b>Yes</b>	<b>A Angus</b>
Environment/Climate change	<b>Yes</b>	<b>A Angus</b>
Health	<b>Yes</b>	<b>A Angus</b>
Growth and Regeneration	<b>Yes</b>	<b>A Angus</b>
<b>Organisational Impacts</b>		
Financial Implications (NB - Mandatory section on all committee reports)	<b>Yes</b>	<b>J Gibson</b>
Legal Implications incl Procurement	<b>Yes</b>	<b>C Wheater</b>
Land, property and accommodation	<b>Yes</b>	<b>C Wheater</b>
Staffing	<b>No</b>	
Risk	<b>Yes</b>	<b>J Sleaford</b>