

TITLE OF REPORT: NORTH HERTS LEISURE CENTRE (NHLC) - PARKING

REPORT OF THE HEAD OF LEISURE & ENVIRONMENTAL SERVICES
PORTFOLIO HOLDER: COUNCILLOR JANE GRAY

1 SUMMARY

- 1.1 The original development of the North Herts Leisure Centre included the need to provide additional car parking spaces to comply with planning requirements. Officers have worked with the Letchworth Garden City Heritage Foundation (LGCHF), the Letchworth Rugby Club (LRC) and Letchworth Football Club (LFC) to find an alternative solution to improve the long standing car parking problems for the entire site and meet those planning conditions.
- 1.2 The proposed solution is to refurbish the LRC car park and create a single, larger shared car park which addresses the parking requirements of the site as a whole.
- 1.3 Due to the delay on the main capital project at the NHLC consideration needs to be given to proceed with the LRC car park improvement work separately to the main project.

2 RECOMMENDATIONS

Following consultation with the Project Board, the Project Executive recommends that Cabinet:

- 2.1 Agree to proceed with the car park improvement works at the Letchworth Rugby Club separately to the main project and the Councils estimated contribution not to be funded from the Council Capital programme but instead from profit share from the Leisure contracts.
- 2.2 Delegate authority to the Strategic Director of Customer Services in consultation with the Executive Member for Leisure to execute on behalf of the Council the Memorandum of Agreement between the various parties.
- 2.3 In the event agreement cannot be reached between the parties, revert back to the additional fifteen car park spaces for the leisure centre development, if agreed to proceed.

3 REASONS FOR RECOMMENDATIONS

- 3.1 By separating the car park development from the main capital project this will improve the parking provision and will enhance access for users of the North Herts Leisure Centre, Letchworth Rugby Club and Letchworth Football Club.

4 ALTERNATIVE OPTIONS CONSIDERED

- 4.1 The alternative option is to undertake the car park improvement work as part of the main capital project.

5 CONSULTATION WITH EXTERNAL ORGANISATIONS AND WARD MEMBERS

- 5.1 Project Board have been controlling this project and this project has previously been considered and discussed by Councillors at a number of site visits and briefings to which all Councillors were invited.
- 5.2 Discussions have also taken place with the Letchworth Garden City Heritage Foundation, in their role as landlord.

6 FORWARD PLAN

- 6.1 This report contains a recommendation on a key decision that was first notified to the public in the Forward Plan on the 22nd April 2015.

7 BACKGROUND

- 7.1 NHLC was built by the Letchworth Garden City Heritage Foundation (LGCHF) in 1982 and is now over 32 years old. The Leisure Centre was leased for 99 years on a full repairing lease, by the LGCHF, until 19th February 2081 on a peppercorn rent to NHDC. The Leisure Facility Strategy recommended that an options appraisal for the replacement, rebuild or refurbishment of the NHLC be completed.
http://srvinternet01.north-herts.gov.uk/intracontent/sports_facilities_strategy_as_at_08_02_11-2.pdf
- 7.2 At its meeting of 16 December 2014 Cabinet agreed that the lifetime of the building is further extended by such investment as shown in the following resolution:-

RESOLVED:

- (1) That the proposals relating to North Hertfordshire Leisure Centre, as set out in Resolutions (2) to (6) below, be agreed;
- (2) That the proposed improvements to the existing services and facilities, as stated in Paragraph 10.1 of the report, be agreed in principle, subject to the agreement of Letchworth Garden City Heritage Foundation and the Council's 2015/16 Capital budgets;
- (3) That the extension to the Leisure Management contract for a further five years (2019 to 2024) be approved in principle, as per the terms outlined in the report, which will be more specifically determined following detailed consideration of Stevenage Leisure Limited's submission of a revised tender by the Strategic Director of Customer Services, in consultation with the Portfolio Holder for Leisure;
- (4) That, on completion of the works (more particularly on the opening of the teaching pool for lessons, provided that the café and dance studio works are progressing reasonably), Stevenage Leisure Limited shall pay NHDC an additional £18,000 per month for the entire length of the contract;

- (5) That the changes to the swimming lesson charges and the leisure pool programme, as discussed in Paragraph 7.8 of the report, be supported, to ensure there is an opportunity to further improve the financial performance of the Letchworth Leisure Management contract; and
- (6) That the next stage of procuring of the design team be progressed, on the basis that this will have no additional cost but will save valuable time in the event that the Capital Programme and contract extension is approved.

REASON FOR DECISION: To obtain approval and support in principle to the improvements and capital investment into the North Herts Leisure Centre to ensure long term financial sustainability and to make improvements to meet current and future needs of our customers and communities.

- 7.3 Agenda item 16 provides a report specifically regarding the update of the North Herts Leisure Centre Project. This report relates to the provision of parking that is required as part of the development.
- 7.4 When the main project was reported to Cabinet previously for approval there was substantial debate on car parking and officers were requested to work closely with the local clubs and LGCHF to find an acceptable solution to the current parking provision.

8 PARKING PROVISION AT THE NORTH HERTS LEISURE CENTRE

- 8.1 As part of the North Herts Leisure Centre capital project there is a need to provide fifteen additional car parking spaces to comply with planning approval.
- 8.2 Although the additional fifteen car parking spaces will improve access to the facilities, there is a concern that when the rugby club is in use there is not sufficient parking to accommodate users of both facilities. The main reason for this is because the rugby car park is in poor condition; therefore, some users of the rugby club use the leisure centre car park. This is particularly a problem on match days which take place at weekends when the NHL is also very busy.
- 8.3 Officers have worked with the LGCHF, the Letchworth Rugby Club (LRC) and consulted with the Letchworth Football Club and have found a way of improving the rugby car park and access and egress to it. The plan for the proposed improvements is set out in appendix A. Officers have presented the proposed improvement works to Project Board, who agreed this approach in principal at its meeting on 23 July 2015.
- 8.4 In discussions with the LGCHF and LRC both parties have agreed to fund the project to the extent of £50,000 and £30,000 respectively, with the LRC providing most of its funding in non cash terms, through project management, procuring the work and facilitating some of the minor works on site. The Council has allocated £50,000 through the existing capital scheme and a further £60,000 is required to ensure that the car park is of the same standard as the leisure centre car park in terms of lighting. This is required to ensure that this car park can be utilised all year round, especially on dark winter evenings when lighting is required.
- 8.5 The Memorandum of Agreement clarifies the responsibilities of all parties to ensure adequate access and maintenance is maintained. This needs to be signed and agreed by all the parties. The current draft is being considered and the final draft should be completed by the 15th December 2015 and will be available before the meeting if required. At the Project Board meeting on 5th November 2015 Project Board supported

the Project Team's recommendation to separate this work from the main construction project. The main reason for this is because the improved works will benefit all facilities on this site even if the main development does not progress.

- 8.6 The Letchworth Rugby Club have acquired planning permission and are currently following the Council's procurement guidelines in obtaining three quotations and using companies that are on 'Construction Line' (the procurement and supply chain management service for the construction industry) for the work. To prevent the work from impacting on the rugby season the club would ideally like to undertake the work prior to March and this would require them awarding the work before the end of December.

9 LEGAL IMPLICATIONS

- 9.1 The Council's legal officer has reviewed the Memorandum of Agreement between LGCHF, LRC and Letchworth Football Club and NHDC.
- 9.2 The Draft Agreement sets out that the various parties agreement to the proposed scheme and the individual responsibilities to ensure access for all. LRC will project manage the work. LGCHF has agreed to vary the leases of NHDC, LRC and Letchworth Football Club to reflect the terms of the Agreement.
- 9.3 NHDC and LGCHF will agree and complete a deed of variation to the lease of the Leisure Centre as set out in 9.2

10 FINANCIAL IMPLICATIONS

- 10.1 The total cost of completing the improvement works for the car park is estimated to be £130,000. The cost of this will be split £50,000 Letchworth Garden City Heritage Foundation, £50,000 North Hertfordshire District Council and £30,000 Letchworth Rugby Football Club. They have recently submitted their proposed contributions as part of the MOA as is attached as appendix B. This shows their cash and non cash contributions as £15k and £22k respectively, total contribution from the LRC £37k
- 10.2 To enhance the car park and ensure it can be used all year round officers have also added a lighting scheme to the car park, it has been agreed in principal by Project Board that this work will be funded completely by NHDC. The current estimate for the lighting scheme is £60,000, thereby increasing the total spend by the Council to £110,000. It is proposed that this is funded from the Leisure Management profit share, thereby reducing the additional capital required for the Leisure centre development by £50k

11 RISK IMPLICATIONS

- 11.1 The current layout and provision for all parties is far from acceptable, especially on days that the leisure centre is busy and there are rugby and football matches. This creates many parking issues with vehicles parking on verges and causing potential hazardous situations.
- 11.2 In terms of the LRC and Letchworth Football Club the current access and egress is along a single track road and does not encourage visitors to use their car park.

- 11.3 In the event the agreement to the MOA cannot be achieved consideration needs to be given to controlling the car park in a similar manner to Hitchin Swimming Centre to discourage individuals from parking for any purpose other than using the NHLIC.

12 EQUALITIES IMPLICATIONS

- 12.1 The Equality Act 2010 came into force on the 1 October 2010, a major piece of legislation. The Act also created a new Public Sector Equality Duty, which came into force on the 5 April 2011. There is a General duty, described in 12.2, that public bodies must meet, underpinned by more specific duties which are designed to help meet them.
- 12.2 In line with the Public Sector Equality Duty, public bodies must, in the exercise of its functions, give **due regard** to the need to eliminate discrimination, harassment, victimisation, to advance equality of opportunity and foster good relations between those who share a protected characteristic and those who do not.
- 12.3 The provision of sufficient, well lit and even surfaced car parking spaces near to the enhanced leisure facility will encourage greater use, and particularly at night time/weekends when there is a lack of provision at present due to conflicting demands.

13 SOCIAL VALUE IMPLICATIONS

- 13.1 As the recommendations made in this report do not constitute a public service contract above the level of £172,514 (207,000 Euros), the measurement of 'social value' as required by the Public Services (Social Value) Act 2012 need not be applied, although equalities implications and opportunities are identified in the relevant section at Paragraph 12.

14 HUMAN RESOURCE IMPLICATIONS

- 14.1 No direct Human Resource implications have been identified with this project.

15 APPENDICES

- 15.1 Appendix 1 – Plan of improvement works to car park.
15.2 Appendix 2 – Appendix E of the Memorandum of Agreement.

16 CONTACT OFFICERS

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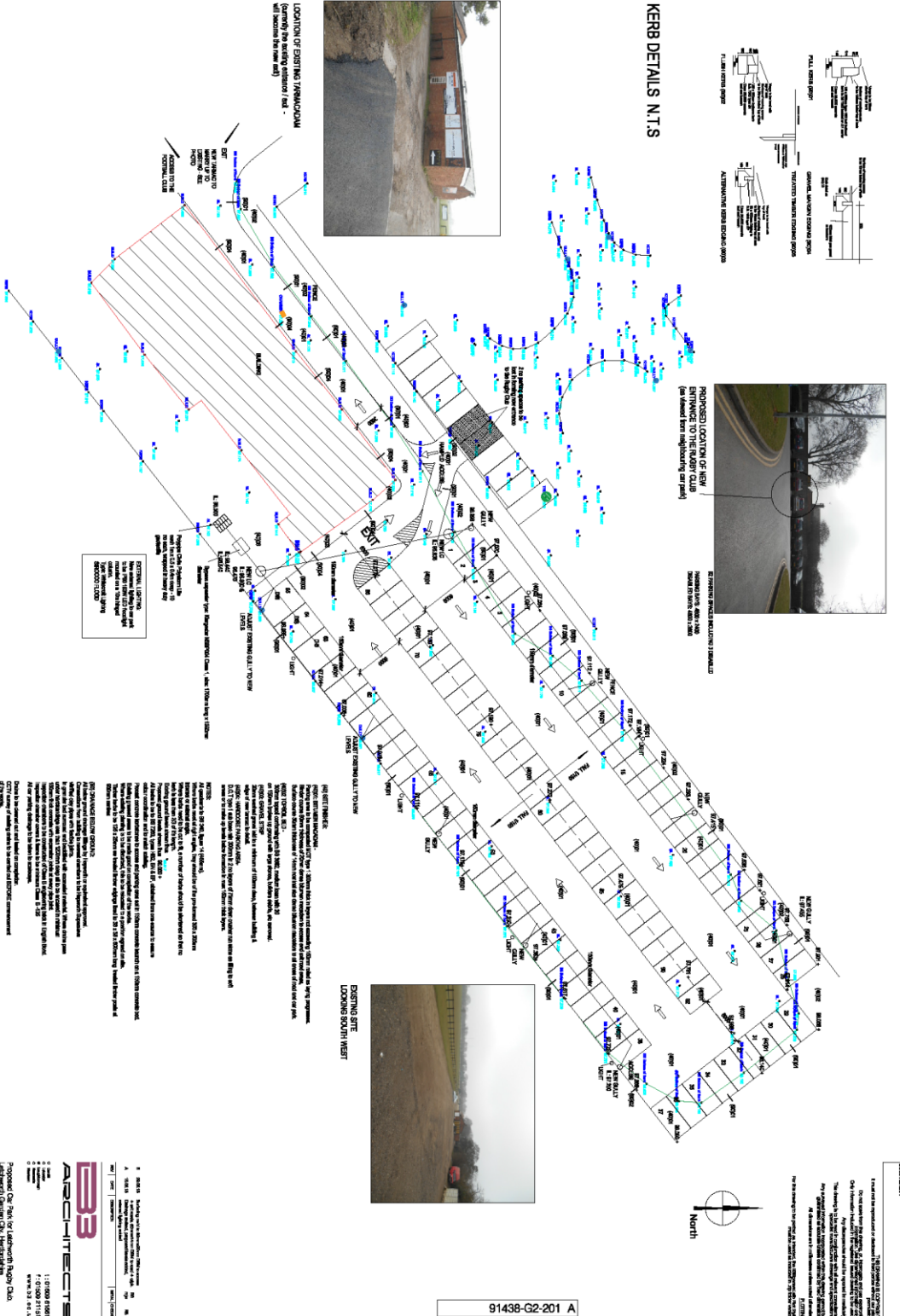
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17 BACKGROUND PAPERS

None.

Plan of improvement works to car park

PROPOSED SITE PLAN 1:200



CABINET (15.12.15)

Appendix E of the Memorandum of Agreement

The following sets of the costs that Letchworth Rugby Club will be funding towards this project:-

Item	Cost
CASH INPUT	
Planning & Legal Fees	£3,000
Contingency Cash During Works	£3,000
<u>Ground Work</u>	
Site clearance (digger hire/skips)	£2,000
Removal of tree	£1,000
Fencing & Gates located at Eagles end	£6,000
Total Cash Input	£15,000
WORK IN KIND	
<u>Design & Procurement</u>	
Survey & produce drawings	
Planning application	
Produce bills & issue to tenders	
Receive tenders & issue contracts	
Attending meetings	£5,000
Project Management over 8 week period at 10% of Project	£15,000
Contingency for additional staff time during project	£2,000
Total In Kind Input	£22,000
Total In Kind & Cash input	£37,000