

**To: The Deputy Leader and Members of the
Community and Environment Board.**

For the information of other Members of the Council

For general enquiries please contact Jenny Price, Democratic Services Officer, on 01827 719450 or via e-mail jennyprice@northwarks.gov.uk.

For enquiries about specific reports please contact the officer named in the reports.

The agenda and reports are available in large print and electronic accessible formats if requested.

COMMUNITY AND ENVIRONMENT BOARD AGENDA

20 May 2014

The Community and Environment Board will meet in **The Small Hall, Atherstone Memorial Hall, Long Street, Atherstone, Warwickshire, CV9 1AX** on Tuesday 20 May 2014 at 6.30pm.

AGENDA

- 1 **Evacuation Procedure.**
- 2 **Apologies for Absence / Members away on official Council business.**
- 3 **Disclosable Pecuniary and Non-Pecuniary Interests**

4 **Public Participation**

Up to twenty minutes will be set aside for members of the public to ask questions or to put their views to elected Members. Participants are restricted to five minutes each. If you wish to speak at the meeting please contact Jenny Price on 01827 719450 or email democraticservices@northwarks.gov.uk

PART A – ITEMS FOR DISCUSSION AND DECISION

5 **Minutes of the Meetings of the Board held on 17 March 2014** – copy herewith, to be approved as a correct record and signed by the Chairman.

6 **Works to Trees in Conservation Areas** - Report of the Assistant Director (Leisure and Community Development)

Summary

This report informs Members of proposed works to trees in Birmingham Road, Coleshill and a proposed approach to the management of trees within the Atherstone CCTV surveillance area that have been the subject of reports to the Planning and Development Board.

The Contact Officer for this report is Alethea Wilson (719212).

7 **Local Nature Reserves – Proposed Management Agreement** - Report of the Assistant Director (Leisure and Community Development)

Summary

This report sets out a proposal for the ongoing management of the Borough Council's Local Nature Reserves in partnership with Warwickshire Wildlife Trust and presents a Management Agreement for approval.

The Contact Officer for this report is Alethea Wilson (719212).

- 8 **Proposal to Underlet Hurley Daw Mill Sports Ground** - Report of the Assistant Director (Leisure and Community Development)

Summary

This report sets out details of the process necessary for the Authority to enter into an Underlease with Hurley Kings Football Club in respect of Daw Mill Sports Ground in Hurley Common and seeks approval to effect such an agreement.

The Contact Officer for this report is Alethea Wilson (719212).

- 9 **Development of New Indoor Leisure Facilities in Coleshill** – Report of the Assistant Director (Leisure and Community Development)

Summary

This report updates the Board on progress in respect of the development of new indoor leisure facilities in Coleshill. It principally focusses on the construction work and the costs associated with the project.

The Contact Officer for this report is Simon Powell (719352).

- 10 **Progress Report on Corporate Plan and Performance Indicator Targets April 2013 – March 2014** – Report of the Chief Executive and Deputy Chief Executive.

Summary

This report informs Members of the progress with the achievement of the Corporate Plan and Performance Indicator targets relevant to the Community and Environment Board for April 2013 to March 2014.

The Contact Officer for this report is Robert Beggs (719238).

JERRY HUTCHINSON
Chief Executive

NORTH WARWICKSHIRE BOROUGH COUNCIL

MINUTES OF THE COMMUNITY AND ENVIRONMENT BOARD

17 March 2014

Present: Councillor Phillips in the Chair.

Councillors Barber, Ferro, Freer, Lewis, B Moss, Smith and Winter.

Apologies for absence were received from Councillors Fowler and M Moss (Substitute Winter).

Also in attendance were Councillors Pickard and Smith.

48 **Disclosable Pecuniary and Non-Pecuniary Interests**

Councillor Freer declared a Non-Pecuniary interest in Minute 55 North Warwickshire Green Space Strategy Progress report by reason of being a member of Atherstone Town Council.

49 **Minutes of the Meetings of the Board held on 20 January 2014**

The minutes of the meeting held on 20 January 2014, copies having been previously circulated, were approved as a correct record and signed by the Chairman.

50 **Financial Inclusion Activity Update**

The Assistant Chief Executive (Community Services) provided Members with an update of the Financial Inclusion activity undertaken by the Council and some of its partners in the last twelve months.

Resolved:

That the report be noted.

51 **Health Improvement Action Plan**

Further to the Director of Public Health's presentation to the Board at its meeting held in January 2014, the Assistant Director (Leisure and Community Development) presented a draft three-year Health Improvement Action Plan for Members consideration.

Resolved:

That the draft Health Improvement Action Plan (2014 to 2017), be approved.

52 Financial Assistance to Outside Organisations

The Assistant Director (Leisure and Community Development) detailed three requests for assistance through the provision of an annual grant; from Warwickshire Community and Voluntary Action (WCAVA) for funding towards a second year extension to its three-year countywide agreement, from North Warwickshire Citizens Advice Bureau (NWCAB) and from Live & Local for support towards the third year of its three-year countywide Key Client Agreement.

Resolved:

- a That the progress made by WCAVA in its delivery of Volunteer and Third Sector Support Services (VATS Support Services) in Warwickshire be noted and that the financial assistance for a second year extension to the current countywide agreement, as identified in the main body of the report of the Assistant Director (Leisure and Community Development), be approved;**
- b That the draft Service Level Agreement be approved for further negotiation with NW CAB and that the proposed financial award for 2014/15 be approved and administered as indicated in the report, including the provision for the second instalment to be made subject to the prior agreement of the Chairman and Vice-Chairman of the Board; and**
- c That the work undertaken by Live & Local in assisting local promoters to deliver professional arts performances in local venues be noted and the proposed grant award towards the third year of its three-year countywide Key Client Agreement, be approved.**

53 Proposed Closure of Atherstone Skate Park

Atherstone Indoor Skate Park was opened as a pilot project in March 2012. The Assistant Director (Leisure and Community Development) reported that efforts to secure a sustainable future for the facility had not materialised and that the facility was no longer financially viable. Members were asked to consider a proposal to close the facility with effect from 31 March 2014.

Resolved:

That the Atherstone Indoor Skate Park be closed with effect from 31 March 2014.

54 Development of New Indoor Leisure Facilities in Coleshill

The Assistant Director (Leisure and Community Development) updated the Board on progress in respect of the development of new indoor leisure facilities in Coleshill.

Resolved:

That the report be noted.

55 North Warwickshire Green Space Strategy Progress Report

The Assistant Director (Leisure and Community Development) informed Members of progress in respect of delivery against the priorities set out in the North Warwickshire Green Space Strategy and presented the supporting Action Plan for Year 7 of the Strategy for approval.

Resolved:

- a That progress in respect of the implementation of the provisions of Year 6 of the North Warwickshire Green Space Strategy Action Plan be noted and that the Action Plan for Year 7, be approved;**
- b That the proposal to lease the bowling green at Abbey Green Park to Polesworth Bowls Association, be approved;**
- c That the proposal to support Atherstone Town Council in the development of play facilities at the recreation ground in Westwood Road be approved and that the Assistant Director (Leisure and Community Development) be authorised to continue negotiations with the Town Council in this respect;**
- d That, subject and subsequent to the installation of improved play facilities at Westwood Road, the proposal to remove play equipment from Minions Close Open Space, be approved;**
- e That the Assistant Director (Leisure and Community Development) be authorised to continue discussions with Coleshill Town Council in respect of potential improvements at the Memorial Park; and**
- f That action taken under the Chief Executive's Urgent Business Powers to advance the project at Baddesley Ensor Church and Community Hall grounds, be endorsed.**

56 **Progress Report on Achievement of Corporate Plan and Performance Indicator Targets April – December 2013**

Members were informed of progress with the achievement of the Corporate Plan and Performance Indicator targets relevant to the Board for April to December 2013.

Resolved:

That the report be noted.

H Phillips
Chairman

Agenda Item No 6

Community and Environment Board

20 May 2014

**Report of the
Assistant Director
(Leisure and Community Development)**

**Works to trees in Conservation
Areas**

1 Summary

- 1.1 This report informs Members of proposed works to trees in Birmingham Road, Coleshill, and a proposed approach to the management of trees within the Atherstone CCTV surveillance area, which have been the subject of reports to the Planning and Development Board.

Recommendation to the Board

That the Board notes the content of the reports to Planning and Development Board in respect of proposed works to trees in Birmingham Road, Coleshill, and a proposed approach to the management of trees within the Atherstone CCTV surveillance area and considers any comments made by that Board in respect thereof.

2 Consultation

- 2.1 The Chairman, Vice-Chairman and Opposition Spokesperson for the Community and Environment Boards have had the opportunity to comment on the content of this report.
- 2.2 The Chairman, Vice-Chairman and Opposition Spokesperson for the Planning and Development and Community and Environment Boards, Housing and Safer Communities Sub-Committees and appropriate Ward Members have all had the opportunity to comment on the content of the reports to Planning and Development Board that are the subject of this report.

3 Report

- 3.1 Works to trees in a Conservation Area ordinarily require the submission of a S211 Notice to the Local Planning Authority in order to determine the need or otherwise for a Tree Preservation Order (TPO). Local authority work to its own trees is exempt from this procedure, but the Planning and Development Board is notified of any such proposed works, in accordance with the consultation procedure set out in the adopted Tree Management Briefing Note, in order that any concerns that it wishes to raise can be referred to this Board for consideration.

... 3.2 Accordingly two reports, copies of which are now attached at Appendix A and B, were presented to the Planning and Development Board at its meeting held on 19 May 2014. Members are asked to note the content of those reports and to consider any comments made by the Planning and Development Board in respect thereof.

4 **Report Implications**

4.1 The report implications are as set out in the attached appendices.

The Contact Officer for this report is Alethea Wilson (719212).

Background Papers

Local Government Act 1972 Section 100D, as substituted by the Local Government Act, 2000 Section 97

Background Paper No	Author	Nature of Background Paper	Date
1	Assistant Director (Leisure and Community Development)	Report to Community and Environment Board (Tree Management)	21 March 2011

Agenda Item No 6

Planning and Development Board

19 May 2014

**Report of the
Assistant Director
(Leisure and Community Development)**

**Management of Trees within the
Atherstone CCTV Surveillance
Area**

1 Summary

- 1.1 This report sets out a proposed approach to the management of trees within the Atherstone CCTV surveillance area.

Recommendation to the Board

That the Board notes the proposed approach to the management of trees within the Atherstone CCTV surveillance area and indicates whether it has any concerns that it wishes to be referred to the Community and Environment Board for further consideration.

2 Consultation

- 2.1 The Chairman, Vice-Chairman and Opposition Spokesperson for the Planning and Development and Community and Environment Boards, Housing and Safer Communities Sub-Committees and appropriate Ward Members have all had the opportunity to comment on the content of this report. Any comments received will be reported verbally at the meeting.

3 Report

- 3.1 At its meeting held in January 2013, the Community and Environment Board, in response to concerns raised by the Planning and Development Board, approved a recommendation that a review be undertaken to assess whether there is any conflict between the operation of the Atherstone CCTV system and good arboricultural practice, with a view to formulating a strategy for the future management of the trees in the town.
- 3.2 The Community Support service frequently makes requests for pruning works to be undertaken to improve visibility for the CCTV cameras. This is likely to be a recurrent issue in the future, given that regrowth will always occur. Trees within the Atherstone CCTV surveillance area are protected by reason of being within the Conservation Area.
- 3.3 Member concern arose further to the presentation of a corresponding report notifying the Planning and Development Board of works to be carried out in response to a request from the Community Support service. Works to trees

in a Conservation Area ordinarily require the submission of a S211 Notice to the Local Planning Authority in order to determine the need or otherwise for a Tree Preservation Order (TPO). Local authority work to its own trees, however, is exempt from this procedure, although this Board is notified of any such proposed works in accordance with the consultation procedure set out in the Borough Council's adopted Tree Management Briefing Note.

3.4 Warwickshire County Council's Arboricultural Officer, on behalf of this Authority, has consulted Community Support about the particular areas where visibility is a problem and has undertaken a review of the trees concerned.

3.5 A schedule of works has been drawn up to ensure that visibility can be maintained for the cameras whilst adhering to good arboricultural practice and, therefore, not jeopardising the viability of the trees. The schedule is attached at Appendix A. It is intended that this schedule should be in place for a five-year period commencing in 2014/15 and that each of the specified works would only be carried out if found to be necessary following consultation with Community Support. In this respect, supervised access to the CCTV cameras would be available to the Arboricultural Officer to enable an annual programme of works, taken from this schedule, to be determined.

3.6 All of the specified works are routine maintenance operations that would ordinarily be carried out as a matter of course in a proactive and structured tree management programme. Any more major works found to be necessary to trees within the Conservation Area during the five-year period would be reported separately to the Board in accordance with established procedure.

3.7 This approach is proposed in order to ensure that trees within the Atherstone CCTV surveillance area can be managed effectively and efficiently without detriment to the Conservation Area. The Board is asked to indicate whether it has any concerns or comments relating to this approach that it wishes to be referred to the Community and Environment Board for further consideration.

4 Report Implications

4.1 Finance and Value for Money Implications

4.1.1 There are no new financial implications arising from this report. Any work to trees within the Atherstone CCTV surveillance area will be funded through the existing tree management budget.

4.2 Safer Communities Implications

4.2.1 The proposed management strategy will ensure that appropriate visibility for CCTV surveillance in the town centre is maintained. A lack of routine tree maintenance can lead to a reduction in the effectiveness of the CCTV system.

4.3 Legal and Human Rights Implications

4.3.1 The Authority has a Duty of Care in respect of the management and maintenance of its land and trees. The act of a tree or part thereof causing injury to a person or persons is likely to give rise to litigation, either as a claim in negligence or under the Occupiers liability Acts 1957 and 1984.

4.3.2 The Authority is exempt from the requirement to submit a S211 Notice to the Local Planning Authority in respect of works to its own trees within a Conservation Area.

4.4 Environment and Sustainability Implications

4.4.1 Well-managed and maintained trees make a positive contribution to the environment and to the creation of sustainable communities within which a good quality of life is enjoyed by local residents. In this instance environmental considerations need to be balanced with considerations of community safety, which are also important in maintaining a good quality of life for local residents,

4.5 Health, Well-being and Leisure Implications

4.5.1 The contribution of well-managed trees to good environmental quality and measures to address issues of community safety both impact positively on the health and well-being of the local community.

4.6 Risk Management Implications

4.6.1 The schedule of works to be carried out in Atherstone has been prepared in response to the findings of a risk-based inspection process that identifies the risks associated with a failure to undertake the recommended works.

4.6.2 The Tree Management Briefing Note sets out the Authority's approach to managing any potential risks arising from the trees in its care. The operational risks of the tree management programme are assessed in accordance with corporate risk management procedures.

4.7 Equalities Implications

4.7.1 There are no differential equality-related impacts on particular groups or individuals within the community arising from this report.

4.8 Links to Council's Priorities

4.8.1 An efficient and effective tree management process within the Atherstone CCTV surveillance area will contribute directly to the corporate priorities in respect of:

- Public services and Council Tax
- Environment
- Crime and Disorder
- Countryside and heritage
- Access to services

- Health and well-being

4.8.2 An efficient and effective tree management process has positive links to the priorities of the North Warwickshire Sustainable Community Strategy to:

- Raise aspirations, educational attainment and skills
- Develop healthier communities
- Improve access to services

4.8.3 Implementation of an effective tree management programme also delivers against priorities set out in the North Warwickshire Green Space Strategy.

The Contact Officer for this report is Alethea Wilson (719212).

Background Papers

Local Government Act 1972 Section 100D, as substituted by the Local Government Act, 2000 Section 97

Background Paper No	Author	Nature of Background Paper	Date
1	Assistant Director (Leisure and Community Development)	Report to Community and Environment Board (Tree Management)	21 March 2011
2	Panning and Development Board	Minutes of Meeting	12 November 2012
3	Assistant Director (Leisure and Community Development)	Report to Community and Environment Board (Works to Trees in a Conservation Area - Atherstone)	21 January 2013

Atherstone CCTV Tree Works Schedule

Tree ID	Age	Cond	Species Botanical	Species Common	Diam	Hght	Sprd	Street	Considerations	Work Requirement
1350	Yng	Reas.	Sorbus aria	Whitebeam	15 - 25cm	04 - 06m	02 - 04m	Long Street	Hedge trimmer, Site meeting	Crown Reduce
1351	Est.	Reas.	Sorbus aria	Whitebeam	0 - 15cm	04 - 06m	00 - 05m	Long Street	Basal damage	Crown Reduce
1352	Yng	Reas.	Sorbus aria	Whitebeam	15 - 25cm	04 - 06m	02 - 04m	Long Street	Hedge trimmer, Site meeting	Crown Reduce
1353	Early M	Reas.	Sorbus aria	Whitebeam	15 - 25cm	04 - 06m	04 - 06m	Long Street	Hedge trimmer, Site meeting	Crown reduce
1354	Yng	Reas.	Sorbus aria	Whitebeam	15 - 25cm	04 - 06m	02 - 04m	Long Street	Hedge trimmer, Site meeting	Crown Reduce
1355	Est.	Reas.	Sorbus aria	Whitebeam	15 - 25cm	04 - 06m	02 - 04m	Long Street	Hedge trimmer, Site meeting	Crown Reduce
2982	Early M	Reas.	Platanus x hispanica	London Plane	25 - 35cm	14 - 16m	08 - 10m	Long Street		Crown lift to 5m all round
2983	Early M	Reas.	Platanus x hispanica	London Plane	25 - 35cm	14 - 16m	06 - 08m	Long Street		Crown lift to 5m all round
2984	Early M	Reas.	Platanus x hispanica	London Plane	25 - 35cm	14 - 16m	06 - 08m	Long Street		Crown lift to 5m all round
2985	Early M	Reas.	Platanus x hispanica	London Plane	25 - 35cm	14 - 16m	06 - 08m	Long Street		Crown lift to 5m all round
2986	Early M	Reas.	Platanus x hispanica	London Plane	25 - 35cm	14 - 16m	06 - 08m	Long Street		Crown lift to 5m all round
2987	Early M	Reas.	Platanus x hispanica	London Plane	25 - 35cm	14 - 16m	06 - 08m	Long Street		Crown lift to 5m all round
2988	Early M	Reas.	Acer platanooides	Norway Maple	25 - 35cm	06 - 08m	04 - 06m	Long Street		Crown lift to 3.5m all round
2989	Early M	Reas.	Acer platanooides	Norway Maple	35 - 45cm	08 - 10m	06 - 08m	Long Street		Crown lift to 4.5m all round
2990	Early M	Reas.	Acer platanooides	Norway Maple	25 - 35cm	06 - 08m	04 - 06m	Long Street		Crown lift to 3m all round

Atherstone CCTV Tree Works Schedule

Tree ID	Age	Cond	Species Botanical	Species Common	Diam	Hght	Sprd	Street	Considerations	Work Requirement
2991	Early M	Reas.	Acer platanoides	Norway Maple	25 - 35cm	06 - 08m	04 - 06m	Long Street		Crown lift to 4m all round
2992	Early M	Reas.	Carpinus betulus 'Fastigiata'	Fastigate Hornbeam	35 - 45cm	08 - 10m	06 - 08m	Long Street		Crown lift to 4.5m all round
2993	Early M	Reas.	Carpinus betulus 'Fastigiata'	Fastigate Hornbeam	35 - 45cm	08 - 10m	06 - 08m	Long Street		Crown lift to 4.5m all round
2994	Early M	Reas.	Robinia pseudoacacia	False Acacia	35 - 45cm	04 - 06m	04 - 06m	Long Street		Crown lift to 3.5m all round
2995	Early M	Reas.	Tilia sp.	Lime sp.	35 - 45cm	08 - 10m	06 - 08m	Long Street		Crown lift to 4.5m all round
2996	Early M	Reas.	Acer platanoides	Norway Maple	35 - 45cm	08 - 10m	06 - 08m	Long Street		Crown lift to 4m all round
2997	Early M	Reas.	Castanea sativa	Sweet Chestnut	25 - 35cm	04 - 06m	04 - 06m	Long Street		Crown lift to 3m all round
2949	Yng	Reas.	Platanus x hispanica	London Plane	15 - 25cm	08 - 10m	04 - 06m	Market Place		Crown lift to 4.5m all round
2950	Yng	Reas.	Alnus sp.	Alder sp.	15 - 25cm	08 - 10m	04 - 06m	Market Place		Crown lift to 3.5m all round
2977	Mat.	Reas.	Betula sp.	Birch sp.	25 - 35cm	08 - 10m	04 - 06m	Ratcliffe Street		Crown lift to 5m all round
2978	Yng	Reas.	Sorbus sp.	Sorbus sp.	15 - 25cm	04 - 06m	02 - 04m	Ratcliffe Street		Maintain at current dimensions
2979	Yng	Reas.	Sorbus sp.	Sorbus sp.	15 - 25cm	04 - 06m	02 - 04m	Ratcliffe Street		Reduce by 0.5m and maintain
2980	Yng	Reas.	Betula sp.	Birch sp.	25 - 35cm	08 - 10m	04 - 06m	Ratcliffe Street		Crown lift to 3.5m all round
2981	Early M	Reas.	Platanus x hispanica	London Plane	25 - 35cm	08 - 10m	08 - 10m	Ratcliffe Street		Crown lift to 5m all round

Atherstone CCTV Tree Works Schedule

Tree ID	Age	Cond	Species Botanical	Species Common	Diam	Hght	Sprd	Street	Considerations	Work Requirement
2944	Mat.	Good	Betula pendula	Silver Birch	45 - 55cm	12 - 14m	06 - 08m	Sheepy Road		Crown lift to 4.5m over footpath
2945	Mat.	Good	Acer platanoides	Norway Maple	45 - 55cm	12 - 14m	06 - 08m	Sheepy Road		Crown lift to 5m over footpath
2946	Mat.	Good	Prunus sp.	Prunus sp.	25 - 35cm	10 - 12m	04 - 06m	Sheepy Road		Crown lift to 3.5m all round
2947	Mat.	Good	Acer platanoides	Norway Maple	45 - 55cm	12 - 14m	10 - 12m	Sheepy Road		Crown lift to 6m over footpath
2948	Yng	Good	Acer platanoides	Norway Maple	15 - 25cm	12 - 14m	04 - 06m	Sheepy Road		Crown lift to 3.5m all round
2573	Early M	Good	Betula pendula	Silver Birch	25 - 35cm	06 - 08m	06 - 08m	Sheepy Road (town centre)		Crown lift to 3.5m all round
2951	Early M	Good	Acer platanoides	Norway Maple	25 - 35cm	06 - 08m	06 - 08m	Sheepy Road (town centre)		Crown lift to 4m all round
2952	Early M	Good	Acer platanoides	Norway Maple	25 - 35cm	06 - 08m	06 - 08m	Sheepy Road (town centre)		Crown lift to 4m all round
2953	Early M	Good	Acer platanoides	Norway Maple	25 - 35cm	06 - 08m	06 - 08m	Sheepy Road (town centre)		Crown lift to 4m all round
2954	Early M	Good	Acer platanoides	Norway Maple	25 - 35cm	06 - 08m	06 - 08m	Sheepy Road (town centre)		Crown lift to 4m all round
2955	Early M	Good	Acer platanoides	Norway Maple	25 - 35cm	06 - 08m	06 - 08m	Sheepy Road (town centre)		Crown lift to 4m all round
2956	Early M	Good	Acer platanoides	Norway Maple	25 - 35cm	06 - 08m	06 - 08m	Sheepy Road (town centre)		Crown lift to 4m all round
2957	Early M	Good	Acer platanoides	Norway Maple	25 - 35cm	06 - 08m	06 - 08m	Sheepy Road (town centre)		Crown lift to 4m all round
2958	Early M	Good	Acer platanoides	Norway Maple	25 - 35cm	06 - 08m	06 - 08m	Sheepy Road (town centre)		Crown lift to 4m all round
2959	Early M	Good	Sorbus aria	Whitebeam	25 - 35cm	06 - 08m	04 - 06m	Sheepy Road (town centre)		Crown lift to 3.5m all round

Atherstone CCTV Tree Works Schedule

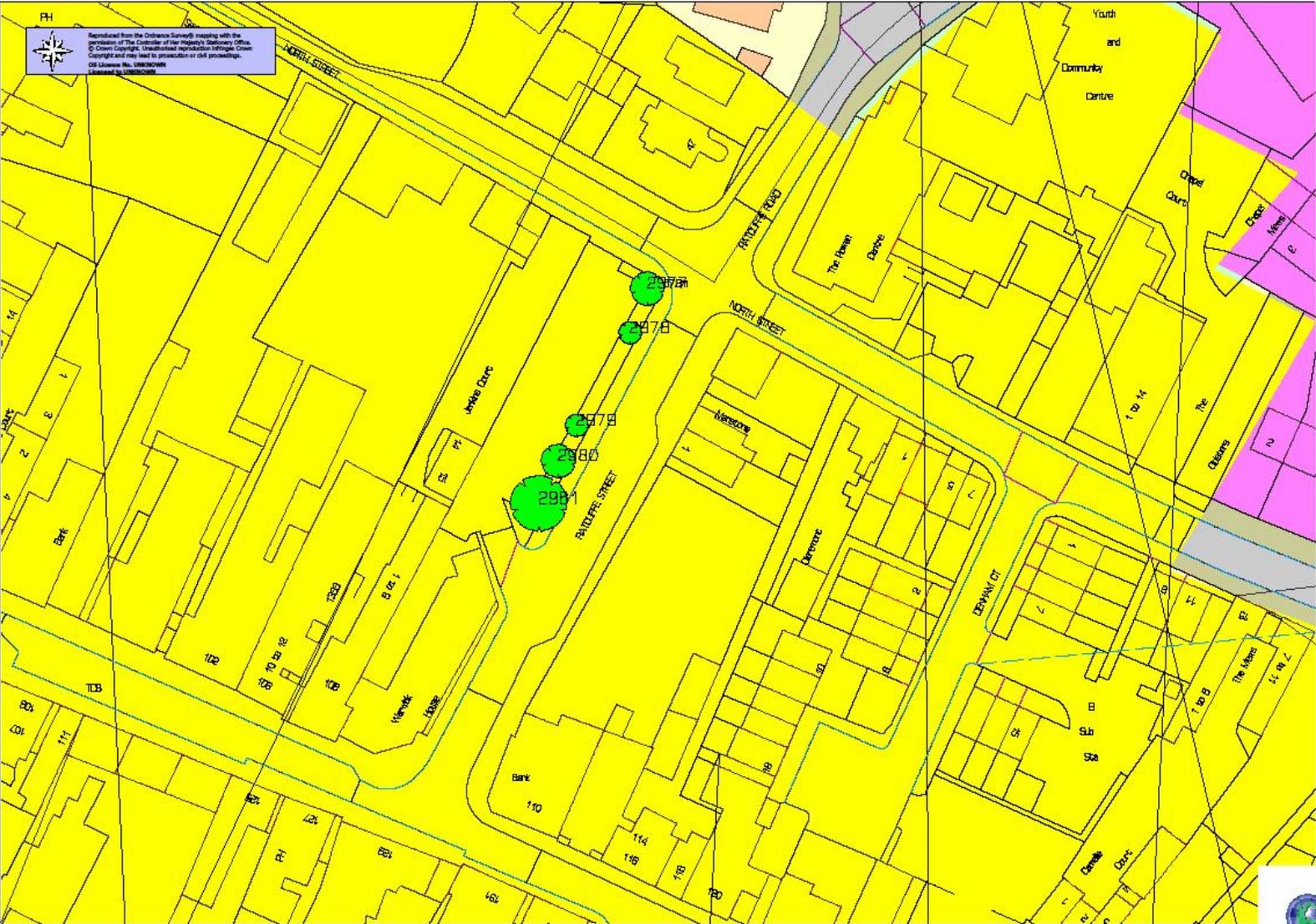
Tree ID	Age	Cond	Species Botanical	Species Common	Diam	Hght	Sprd	Street	Considerations	Work Requirement
2960	Early M	Good	Sorbus aria	Whitebeam	25 - 35cm	06 - 08m	04 - 06m	Sheepy Road (town centre)		Crown lift to 3.5m all round
2961	Early M	Good	Sorbus aria	Whitebeam	25 - 35cm	06 - 08m	04 - 06m	Sheepy Road (town centre)		Crown lift to 3.5m all round
2962	Early M	Good	Sorbus aria	Whitebeam	25 - 35cm	06 - 08m	04 - 06m	Sheepy Road (town centre)		Crown lift to 3.5m all round
2963	Early M	Good	Prunus domestica	Plum	25 - 35cm	04 - 06m	04 - 06m	Sheepy Road (town centre)		Crown lift to 3m all round
2964	Early M	Good	Crataegus sp.	Thorn sp.	25 - 35cm	04 - 06m	04 - 06m	Sheepy Road (town centre)		Crown lift to 3m all round
2965	Early M	Good	Fagus sylvatica	Common Beech	45 - 55cm	14 - 16m	08 - 10m	Sheepy Road (town centre)		Crown lift to 3m all round
2966	Early M	Good	Aesculus sp.	Chestnut sp.	45 - 55cm	14 - 16m	08 - 10m	Sheepy Road (town centre)		Crown lift to 5m all round
2967	Early M	Good	Crataegus sp.	Thorn sp.	25 - 35cm	04 - 06m	04 - 06m	Sheepy Road (town centre)		Crown lift to 3.5m all round
2969	Early M	Good	Quercus robur	English Oak	45 - 55cm	14 - 16m	08 - 10m	Sheepy Road (town centre)		Crown lift to 4.5m all round
2970	Early M	Good	Acer pseudoplatanus	Sycamore	65 - 75cm	14 - 16m	08 - 10m	Sheepy Road (town centre)		Crown lift to 4.5m all round
2971	Early M	Good	Acer pseudoplatanus	Sycamore	65 - 75cm	14 - 16m	08 - 10m	Sheepy Road (town centre)		Crown lift to 4.5m all round
2971	Early M	Good	Acer pseudoplatanus	Sycamore	65 - 75cm	14 - 16m	08 - 10m	Sheepy Road (town centre)		Sever Ivy
2972	Semi M	Good	Taxus baccata	Common Yew	35 - 45cm	08 - 10m	06 - 08m	Sheepy Road (town centre)		Crown lift to 2.5m all round
2973	Semi M	Good	Taxus baccata	Common Yew	35 - 45cm	08 - 10m	06 - 08m	Sheepy Road (town centre)		Crown lift to 2.5m all round
2974	Early M	Good	Tilia sp.	Lime sp.	25 - 35cm	08 - 10m	06 - 08m	Sheepy Road (town centre)		Crown lift to 4.5m all round

Atherstone CCTV Tree Works Schedule

Tree ID	Age	Cond	Species Botanical	Species Common	Diam	Hght	Sprd	Street	Considerations	Work Requirement
2975	Early M	Good	Tilia sp.	Lime sp.	25 - 35cm	08 - 10m	06 - 08m	Sheepy Road (town centre)		Crown lift to 4.5m all round
2575	Mat.	Reas.	Salix x sepulcralis 'Chrysocoma'	Golden Weeping Willow	45 - 55cm	10 - 12m	08 - 10m	Sheepy Road Car Park		Crown lift to 5m all round
2576	Mat.	Reas.	Salix x sepulcralis 'Chrysocoma'	Golden Weeping Willow	45 - 55cm	10 - 12m	08 - 10m	Sheepy Road Car Park		Crown lift to 5m all round
2998	Early M	Reas.	Betula sp.	Birch sp.	25 - 35cm	04 - 06m	04 - 06m	South Street		Crown lift to 2.5m all round
2999	Early M	Reas.	Betula sp.	Birch sp.	25 - 35cm	10 - 12m	04 - 06m	South Street		Crown lift to 2.5m all round
3000	Early M	Reas.	Betula sp.	Birch sp.	25 - 35cm	10 - 12m	04 - 06m	South Street		Crown lift to 2.5m all round
3001	Early M	Reas.	Betula sp.	Birch sp.	25 - 35cm	16 - 18m	06 - 08m	South Street		Crown lift to 5m all round
3002	Early M	Reas.	Betula sp.	Birch sp.	25 - 35cm	16 - 18m	06 - 08m	South Street		Crown lift to 5m all round
3003	Early M	Reas.	Fraxinus excelsior	Common Ash	25 - 35cm	14 - 16m	06 - 08m	South Street		Crown lift to 5m all round
3004	Mat.	Reas.	Betula sp.	Birch sp.	25 - 35cm	16 - 18m	06 - 08m	South Street		Crown lift to 3.5m all round
3005	Mat.	Reas.	Platanus x hispanica	London Plane	25 - 35cm	10 - 12m	06 - 08m	South Street		Crown lift to 4m all round
3006	Mat.	Reas.	Platanus x hispanica	London Plane	25 - 35cm	10 - 12m	06 - 08m	South Street		Crown lift to 4m all round
3007	Mat.	Reas.	Tilia sp.	Lime sp.	15 - 25cm	04 - 06m	02 - 04m	South Street		Crown lift to 3m all round
3008	Mat.	Reas.	Tilia sp.	Lime sp.	15 - 25cm	06 - 08m	04 - 06m	South Street		Crown lift to 4.5m all round

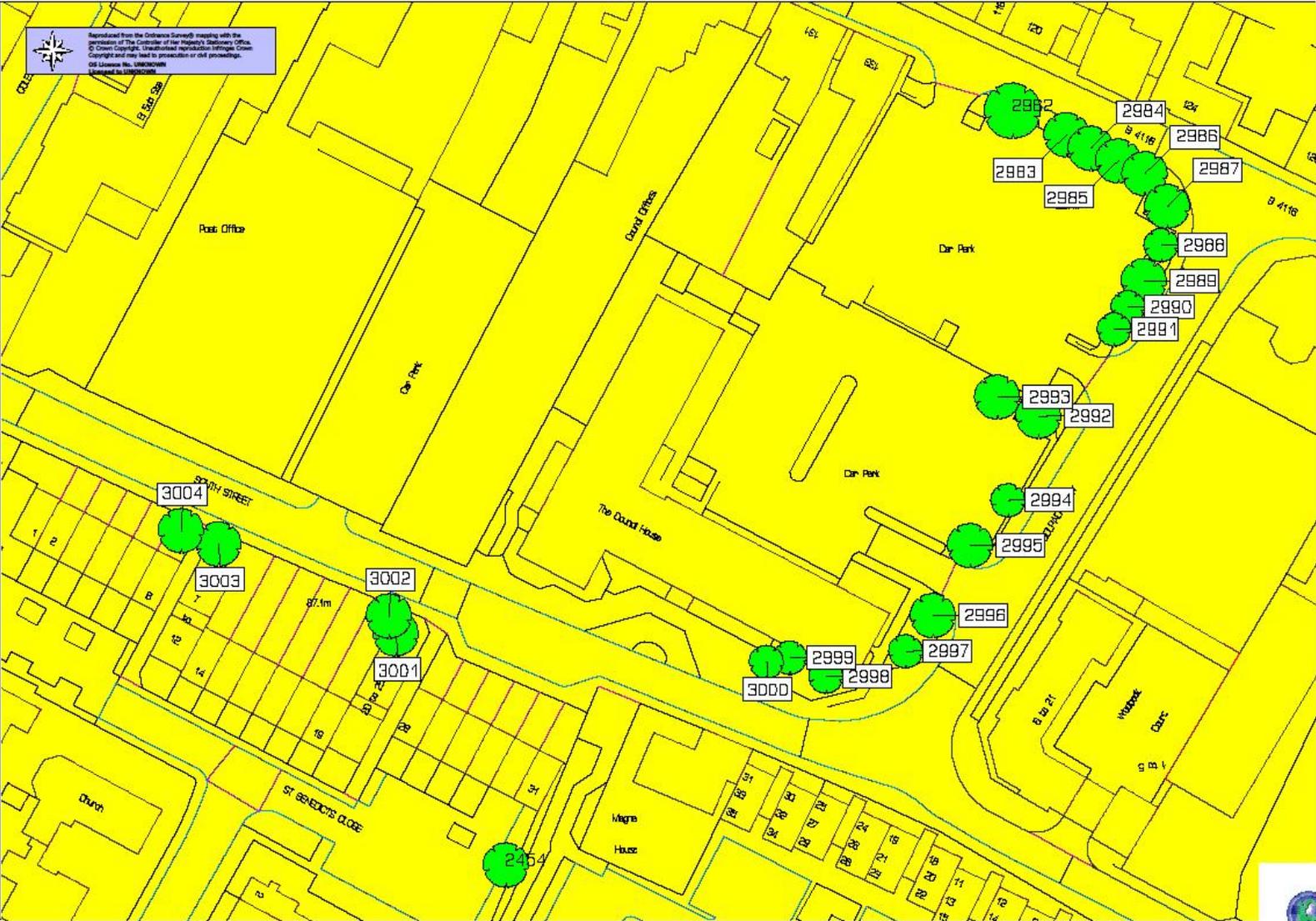
Atherstone CCTV Tree Works Schedule

Fig. 1 Ratcliffe Street (not to scale)



Atherstone CCTV Tree Works Schedule

Fig 2 South Street, Welcome Street, Long Street (not to scale)



Agenda Item No 5

Planning and Development Board

19 May 2014

**Report of the
Assistant Director
(Leisure and Community Development)**

**Works to Trees in a Conservation
Area – Birmingham Road,
Coleshill**

1 Summary

- 1.1 This report advises the Board of proposals for works to be undertaken to trees at Birmingham Road in Coleshill, which is within a conservation area.

Recommendation to the Board

That the Board notes the proposed works to be undertaken to trees in Birmingham Road, Coleshill, and indicates whether it has any concerns that it wishes to be referred to the Community and Environment Board for further consideration.

2 Consultation

- 2.1 The Chairman, Vice-Chairman and Opposition Spokesperson for the Planning and Development and Community and Environment Boards have all had the opportunity to comment on the content of this report.
- 2.2 In informal discussions with Officers, Ward Members have indicated their support for the proposed works. They have, however, also had the opportunity to comment on the content of this report.
- 2.3 In accordance with the provisions of the adopted Tree Management Briefing Note, Coleshill Town Council, Coleshill Civic Society and residents at Fairview Mews, adjacent to the site, have also been consulted regarding the proposed works. The Civic Society and residents at two of the adjoining properties have responded in support of the proposals.
- 2.4 Any other comments received will be reported verbally at the meeting.

3 Proposed Works

- 3.1 Works to trees in a Conservation Area ordinarily require the submission of a S211 Notice to the Local Planning Authority in order to determine the need or otherwise for a Tree Preservation Order (TPO). Local authority work to its own trees is exempt from this procedure. In accordance with the consultation procedures set out in the adopted Tree Management Briefing Note, however, this report informs Members of proposed works to trees on land at Birmingham Road in Coleshill, which is within the Authority's ownership.

- ...
- 3.2 An independent tree inspection report was commissioned by the Authority in response to concerns raised by residents about trees on land at Birmingham Road in close proximity to properties in Fairview Mews. The concerns related to overshadowing of the properties and the potential for structural damage to occur through root action. A plan showing the extent of the Authority's ownership is attached at Appendix A and a copy of the independent inspection report is attached at Appendix B.
- 3.3 As can be seen from the report, the inspector found that although some pruning works could be undertaken these would be of negligible benefit to the adjacent properties and would not address the essential problem of the trees and the dwellings being too close to each other, especially as the trees will continue to grow. Having given this careful consideration, and following discussion with Ward Members, Officers consider that the only viable option is to remove the eight dominant trees (marked T1–T8 on the plan and photographs) and to replant with more suitable species further away from the buildings.
- 3.4 Following feedback from residents, it is proposed to replant with *Sorbus aucuparia* (Mountain Ash) as this is an attractive native species of medium height and light canopy cover that will provide both amenity and conservation value. A minimum of eight replacement trees will be planted at a minimum distance of four metres from the boundary of adjoining properties.
- 3.5 The Board is asked to indicate whether it has any concerns or comments relating to the tree works detailed above that it wishes to be referred to the Community and Environment Board for further consideration.
- 3.6 The Board may wish to note that residents have been advised that the Borough Council can only attend to those trees that are within its ownership – i.e. those on the land shown on the plan at Appendix A. Trees further along the embankment to the east are in private ownership and are not included within these proposals.

4 Report Implications

4.1 Finance and Value for Money Implications

- 4.1.1 The proposed works will be funded from the existing revenue budget.

4.2 Safer Communities Implications

- 4.2.1 Well managed trees are less likely to present a hazard to persons or property.

4.3 Legal and Human Rights Implications

- 4.3.1 The Authority has a Duty of Care in respect of the management and maintenance of its land and trees. The act of a tree or part thereof causing

injury to a person or persons is likely to give rise to litigation, either as a claim in negligence or under the Occupiers liability Acts 1957 and 1984.

4.4 Environment and Sustainability Implications

4.4.1 Well-managed and maintained trees make a positive contribution to the environment and to creating sustainable communities within which a good quality of life is enjoyed by local residents. In this instance, as trees are to be removed, replacement planting is proposed in mitigation.

4.5 Health, Well-being and Leisure Implications

4.5.1 Well-managed green space has a positive impact on physical and mental health and well-being.

4.6 Risk Management Implications

4.6.1 The schedule of works proposed to be carried out at Birmingham Road in Coleshill has been prepared in response to the findings of a risk-based inspection process that identifies the risks associated with a failure to undertake the recommended works. It is this process that has identified the need for the works to be undertaken.

4.6.2 The Tree Management Briefing Note, approved by the Community and Environment Board in March 2011, sets out the Authority's approach to managing any potential risks arising from the trees in its care. The operational risks of the tree management programme are assessed in accordance with corporate risk management procedures.

4.7 Equalities Implications

4.7.1 There are no differential equality-related impacts on particular groups or individuals within the community arising from this report.

4.8 Links to Council's Priorities

4.8.1 An efficient and effective tree management process contributes directly to the corporate priorities in respect of:

- Public services and Council Tax
- Environment
- Countryside and heritage
- Access to services
- Health and well-being

4.8.2 An efficient and effective tree management process has positive links to the priorities of the North Warwickshire Sustainable Community Strategy to:

- Raise aspirations, educational attainment and skills
- Develop healthier communities
- Improve access to services

4.8.3 Implementation of an effective tree management programme also delivers against priorities set out in the adopted North Warwickshire Green Space Strategy.

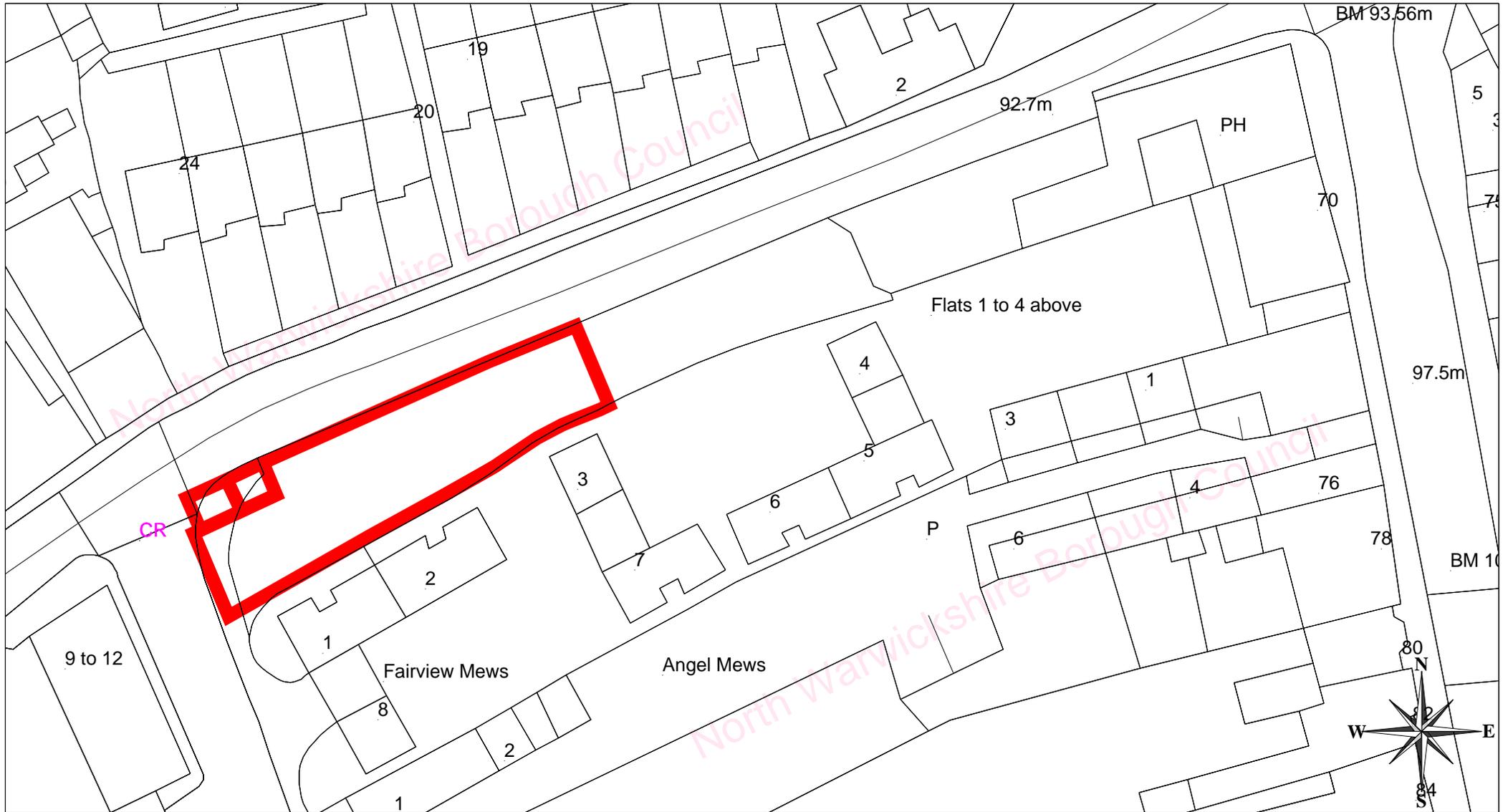
The Contact Officer for this report is Alethea Wilson (719212).

Background Papers

Local Government Act 1972 Section 100D, as substituted by the Local Government Act, 2000 Section 97

Background Paper No	Author	Nature of Background Paper	Date
1	Assistant Director (Leisure and Community Development)	Report to Community and Environment Board (Tree Management)	21 March 2011

Birmingham Road, Coleshill - NWBC Land Ownership



Date:29:01:14

Scale: 1:500

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North Warwickshire
Borough Council

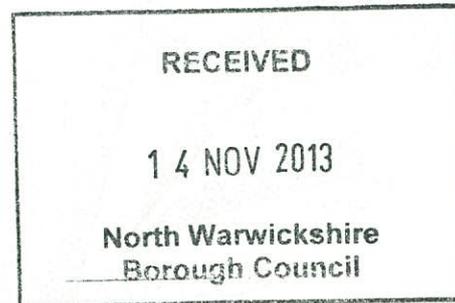




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12th November 2013

Ms A Wilson
Landscape Manager
North Warwickshire Borough Council
Leisure & Community Development Division
The Council House
South Street
Atherstone
Warwickshire
CV9 1DE



Dear Alethea

Sycamore trees adjacent to Fairview Mews, Birmingham Road, Coleshill

Further to our site meeting yesterday, I have pleasure in writing to confirm my verbal observations and recommendations relating to the sycamore trees we inspected. Observations on each of the eight principal trees are contained in the enclosed schedule, along with recommendations for remedial works where appropriate. This should be read in conjunction with the accompanying annotated extract of the site location plan you provided, which indicates the approximate positions of the trees relative the adjacent dwellings.

The adjacent dwellings have been constructed far too close to the trees and their impact will be becoming increasingly overbearing as they continue to grow. However, the overhang of the crowns of the dominant trees is relatively limited due the pruning already undertaken. Whilst some further pruning is recommended, this is of a minor nature and will produce limited perceivable improvement for the residents. In relation to the safety concerns expressed by the resident we met, I could not see any significant dead wood in the trees adjacent to the houses but when pruning works are next to be carried out, the contractor's brief should include the checking of the trees' crowns for dead branches and the removal of any that could be shed over the boundary.

The ivy has already been severed at the base stems of the south-western tree T1 and it is recommended that it be severed on the other trees and then removed once dead. Whilst not desirable from an ecological perspective, this will help to improve ambient light levels to the windows in the adjacent elevations of the houses, reducing the overbearing impact of the trees. The removal of the ivy will also allow the trees to be more thoroughly inspected in the future.



Symbiosis Consulting Ltd Registered in England Company no: 3919768

Directors & Registered Consultants: L.J. Adams, F Arbor A MICFor CEnv M.J. Boddy, F Arbor A FICFor CEnv

From our brief inspection, it was not possible to positively determine that the disruption to the paving to the rear of number 1 Fairfield Mews is due to the rooting activity of the adjacent sycamore, T1, although it appeared probable that the tree is at least a contributory factor. Although this damage is currently insufficiently extensive to warrant the tree's removal, it is likely to be a recurring problem that becomes more severe over time.

Given the growth potential of the sycamores, their long-term retention is incompatible with their proximity to the neighbouring houses. Whilst trees T4, T7 and the secondary stem of T8 are identified in the schedule as potential candidates for removal as part of a selective thinning process, this would be of negligible benefit to the adjacent properties and would not address the potential future problems associated with the dominant trees. A strategy of phased removal and replacement should therefore be considered in the longer term.

I trust that this information will prove helpful, please do not hesitate to contact me if you have any queries or I can be of further assistance. Two photographs showing the trees viewed from the road are appended, annotated with the survey reference numbers.

Kind regards.

Yours sincerely

A handwritten signature in black ink, appearing to read "Mick Boddy".

Mick Boddy F Arbor A MICFor

Encl.

SYCAMORE TREES ADJACENT TO FAIRVIEW MEWS, BIRMINGHAM ROAD, COLESHILL

TREE NO	SPECIES	APPROX. STEM DIA (mm)	OBSERVATIONS	CONCLUSIONS AND RECOMMENDATIONS
T1	Sycamore <i>Acer pseudoplatanus</i>	Up to 500	<p>Visually prominent multi-stemmed tree (5no. stems). The two closest co-dominant stems are 2.3m from the rear elevation of No. 1 Fairfield Mews.</p> <p>The stems are heavily ivy clad although this has recently been severed at the base.</p> <p>The south-eastern side of the crown has previously been raised over the boundary but there remains a modest degree of overhang at a higher level.</p> <p>There is some minor disruption to the 1.3 m wide paving slab and block pavior path that runs parallel to the rear elevation of No.1. Although it was not possible to confirm that the disruption is associated with the tree's rooting activity, it is probable that it is at least a contributory factor</p>	<p>The disruption to the path is currently relatively minor and could be repaired without the need to remove the tree. However, this would only be a temporary solution as the damage is likely reoccur in time, becoming more severe as the tree continues to grow.</p> <p>Whilst removal at this stage would be premature it is likely to be required in the medium term. In the interim, the minor pruning detailed below could be undertaken on the two stems growing closest to the boundary to further increase the crown clearance over the dwelling:</p> <ul style="list-style-type: none"> • North-eastern stem - remove two lowest small diameter horizontal branches and the outer fork of the ascending branch above • South-western stem – remove the two outermost semi-upright overhanging secondary branches <p>The severed ivy should also be removed once it has died off</p>
T2	Sycamore <i>Acer pseudoplatanus</i>	Av. 500	<p>Twin-stemmed tree situated 3.5m from the rear elevation of No. 2 Fairfield Mews. The crown arches to the north-west, away from the property; the extent of overhang is therefore negligible.</p> <p>The stems are heavily ivy clad.</p>	<p>Cut back the north-western side of the crown to promote the development of the adjacent semi-mature lime (tag 2622)</p> <p>Sever ivy at base of stems and remove when dead.</p>

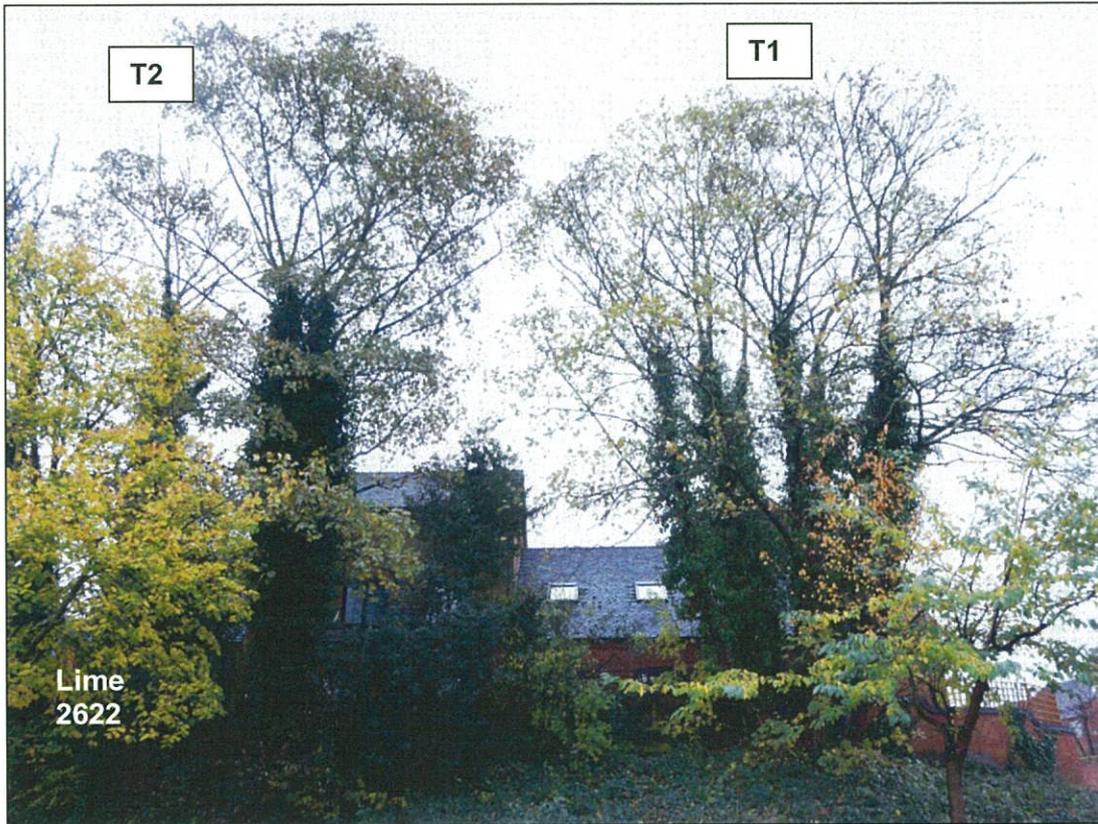
SYCAMORE TREES ADJACENT TO FAIRVIEW MEWS, BIRMINGHAM ROAD, COLESHILL

TREE NO	SPECIES	APPROX. STEM DIA (mm)	OBSERVATIONS	CONCLUSIONS AND RECOMMENDATIONS
T3	Sycamore <i>Acer pseudoplatanus</i>	Av. 400	Twin-stemmed tree situated 2.3m from the rear elevation of No. 2 Fairfield Mews. The south-eastern side of the crown has previously been raised over the boundary but there remains a modest degree of overhang at a higher level. The stems are heavily ivy clad.	Remove the cluster of young shoots on the southern side immediately below the main body of the crown (this appears to be regeneration arising from previous pruning points - any residual stubs obscured by the ivy should be cut back to the stem) Sever ivy at base of stems and remove when dead
T4	Sycamore <i>Acer pseudoplatanus</i>	Av. 300	Twin-stemmed tree suppressed by the two larger neighbouring specimens. Leaning to the north-west, away from the property, therefore no overhanging growth. The stems are heavily ivy clad.	Sever ivy at base of stems and remove when dead This is a potential candidate for removal as part of a selective thinning process but this would be of negligible benefit to the adjacent property
T5	Sycamore <i>Acer pseudoplatanus</i>	Av. 400	Twin-stemmed tree with a slender crown. Growing adjacent to the gap between Nos.2 & 3 Fairfield Mews, hence no overhanging issues. The stems are heavily ivy clad.	Sever ivy at base of stems and remove when dead
T6	Sycamore <i>Acer pseudoplatanus</i>	Av. 400	Twin-stemmed from a tight basal fork. Growing 3.3m from north-western corner of No. 3 Fairfield Mews and slightly overhanging roof. Suckers developing around base. Small diameter low branching. The stems are heavily ivy clad.	Lift crown to 5m and remove basal suckers. Sever ivy at base of stems and remove when dead

SYCAMORE TREES ADJACENT TO FAIRVIEW MEWS, BIRMINGHAM ROAD, COLESHILL

TREE NO	SPECIES	APPROX. STEM DIA (mm)	OBSERVATIONS	CONCLUSIONS AND RECOMMENDATIONS
T7	Sycamore <i>Acer pseudoplatanus</i>	300	Single-stemmed tree suppressed by the two larger neighbouring specimens. Arching to the north-west, away from the property, therefore no overhanging growth. Suckers developing from stump or previously removed larger stem closer to the fence	Remove suckers adjacent to boundary. Sever and strip ivy This is a further potential candidate for removal as part of a selective thinning process but this would be of negligible benefit to the adjacent property
T8	Sycamore <i>Acer pseudoplatanus</i>	Larger: 450	Twin-stemmed. Principal stem located 2.5 m from the flank elevation of No. 3 Fairfield Mews but arches to the north-west, away from the property; the extent of overhang is therefore minimal. The upper section of the secondary stem arches to the south-east, over the corner of the roof. Light ivy cover on principal stem to 3.5m	Remove the upper semi-horizontal fork from the secondary stem that overhangs the north-eastern corner of the roof. Remove the small diameter lateral branches from the principal stem that overhangs the apex of the roof. Sever and strip ivy The secondary stem could be removed as part of a selective thinning process but this would be of negligible benefit to the adjacent property

Photographs taken on 11th November





Agenda Item No 7

Community and Environment Board

20 May 2014

**Report of the
Assistant Director
(Leisure and Community Development)**

**Local Nature Reserves –
Proposed Management Agreement**

1 Summary

- 1.1 This report sets out a proposal for the ongoing management of the Borough Council's Local Nature Reserves in partnership with Warwickshire Wildlife Trust and presents a Management Agreement for approval.

Recommendation to the Board

That the Assistant Chief Executive and Solicitor to the Council be authorised to enter into a Management Agreement with Warwickshire Wildlife Trust for the ongoing management of the Borough Council's Local Nature Reserves on the terms set out in the report.

2 Consultation

- 2.1 The Chairman, Vice-Chairman and Opposition Spokesperson for the Community and Environment and Resources Boards and Members with responsibility for Health, Well-being and Leisure and Young People, together with appropriate Ward Members, have all had the opportunity to comment on the content of this report. Any comments received will be reported verbally at the meeting.

3 Report

- 3.1 As reported to the Board in March 2014, the project to establish four Local Nature Reserves in the Borough (at Dafferns Wood, Kingsbury Meadow, Cole End Park and Abbey Green Park) was successfully concluded in October 2013.
- 3.2 £296,065 was invested in the Local Nature Reserves project, with £224,890 in financial support from Natural England, financed through the Big Lottery Fund. This was matched by £71,175 in cash funding and in kind contributions from partner organisations, of which £47,800 was contributed by the Borough Council from revenue budgets and in kind support. This funded both capital works and an extensive community engagement programme.

- 3.3 At its meeting held in March 2013, the Board approved in principle the proposal to work with Warwickshire Wildlife Trust to establish an ongoing partnership for the management of the Local Nature Reserves. An interim partnership agreement was established with the Trust for the joint management of the Reserves, until the end of March 2014, funded through revenue budgets. It is now proposed to engage in a long-term management agreement with the Trust.
- 3.4 Management plans have been prepared for each of the Reserves to ensure, through appropriate ongoing maintenance and community engagement, sustained enhancement of their biodiversity value, their development as valued community assets and, not least, the protection of the capital investment in the sites. Whilst elements of those management plans, such as routine grass cutting, can be accommodated within existing grounds maintenance schedules, other operations need more specialist input and can more readily be accomplished by the Wildlife Trust.
- 3.5 The Trust is similarly well placed to provide the necessary support to the newly established Friends of Dafferns Wood Group and to encourage and support the establishment of Friends Groups for the remaining Reserves, for which this Authority does not otherwise have the necessary staff capacity.
- 3.6 Conservation management is necessarily a long-term process that needs a sustained and consistent approach. A 15-year Management Agreement between the Authority and the Trust, therefore, is proposed for approval by the Board. A copy of the proposed Agreement is attached at Appendix A.
- 3.7 The principle provision of the Agreement is the establishment of a joint management working party to meet at least once a year to undertake the following tasks:
- agree a rolling programme of work based on the management plans
 - review costs and receipts within the context of the management plans and an associated budget
 - review and refine the management plans and from time to time, as necessary, draw up amendments thereto
 - prepare Local Nature Reserve bylaws as may from time to time be necessary
 - report to appropriate Boards / committees of the Borough Council and the Wildlife Trust on at least an annual basis
 - consider any other relevant matters pertaining to the sites or other Borough Council land and where there is a nature conservation interest
 - agree an annual community involvement action plan to include volunteering and Friends Group activities
- 3.8 Under the Agreement, the Trust is required to submit a draft budget for approval by 1 September each year in respect of expenditure that it proposes to incur in the ensuing financial year. There are also provisions for any sums raised by the Trust in respect of its responsibilities under the Agreement by

way of sponsorship or grant to be credited to the Borough Council, to offset against the approved budget.

3.9 A summary of the proposed budget for 2014/15 is attached at Appendix B, which also shows the added value that will be brought to the partnership by the Wildlife Trust in match funding support.

3.10 The Agreement may be determined by either party by giving not less than six months prior notice in writing and including the reasons for the request. No compensation would be due to either party should the Agreement be terminated.

4 Report Implications

4.1 Finance and Value for Money Implications

4.1.1 Expenditure in 2014/15 is expected to be in the order of £16,850, which will be met from the existing Parks and Playing Fields revenue budget. Warwickshire Wildlife Trust will provide approximately £18,590 of added value in match funding support.

4.1.2 Budgets in future years will be set within the context provided by the Borough Council's overall capital and revenue funding requirements.

4.1.3 Opportunities will be sought from time to time by each party to the Agreement to secure external funding support towards management costs, if and when appropriate.

4.2 Safer Communities Implications

4.2.1 Well-managed green space contributes to community safety by affording opportunities for positive activity and deterring inappropriate behaviour.

4.3 Legal and Human Rights Implications

4.3.1 It is proposed to establish a long-term (25-year) binding agreement on the Authority and the Warwickshire Wildlife Trust.

4.3.2 The Authority has designated four sites as Local Nature Reserves under section 21 of the National Parks and Access to the Countryside Act 1949 (as amended by Schedule 11 of the Natural Environment and Rural Communities Act 2006).

4.3.3 When preparing the associated site management plans the Authority has taken account of the duties imposed under Section 40 of the Natural Environment and Rural Communities Act 2006 and Section 1 of the Equality Act 2010.

4.4 Environment and Sustainability Implications

4.4.1 Implementation of the proposed Management Agreement will have direct benefits through the enhancement of biodiversity and the sustainable development of environmental capital. It will also provide opportunities for community engagement, thereby helping to build stronger communities.

4.5 Health, Well-being and Leisure Implications

4.5.1 Appropriate management of the Borough Council's Local Nature Reserves will have a positive impact on the health and well-being of individuals and communities by providing opportunities for outdoor recreation and participation in conservation activities and by contributing to an improved quality of life.

4.6 Risk Management Implications

4.6.1 The risks associated with the proposed Management Agreement have been assessed in accordance with the Divisional risk management process in respect of partnership agreements, as attached below.

4.6.2 Appropriate management of the Local Nature Reserves will contribute to a reduction in the risks identified through the corporate risk management process in relation to the effective management of open space.

4.7.1 Equalities Implications

4.7.1 Site improvements effected through the site management plans are specifically targeted at reducing inequalities in access to natural green space.

4.8 Links to Council's Priorities

4.8.1 The appropriate management of, and community engagement with, Local Nature Reserves have direct and positive links to the corporate priorities in respect of:

- Public services and Council Tax
- Environment
- Crime and disorder
- Countryside and heritage
- Access to services
- Consultation and communication
- Health and well-being

4.8.2 The appropriate management of, and community engagement with, Local Nature Reserves also have direct and positive links to the following priorities of the Sustainable Community Strategy:

- Raising aspirations, educational attainment and skill levels
- Developing healthier communities
- Improving access to services

4.8.3 The implementation of the proposed Management Agreement contributes directly to delivery of priorities in the North Warwickshire Green Space Strategy in respect of:

- Improved site management through alternative maintenance arrangements
- Improved site safety and accessibility
- Biodiversity and climate change
- Partnership working
- Customer engagement

The Contact Officer for this report is Alethea Wilson (719212).

Background Papers

Local Government Act 1972 Section 100D, as substituted by the Local Government Act, 2000 Section 97

Background Paper No	Author	Nature of Background Paper	Date
1	Assistant Director (Leisure and Community Development)	Report to Community and Environment Board (North Warwickshire Green Space Strategy Progress Report)	March 2013
2	Assistant Director (Leisure and Community Development)	Report to Community and Environment Board (North Warwickshire Green Space Strategy Progress Report)	March 2014

Service: All Services in the Division				Corporate Objectives: 1 / 2 / 3 / 5 / 8 / 10				Priority: Low		
Ref	Risk: Title/Description	Consequence	Likelihood (5 = high 1 = low)	Impact (5 = high 1 = low)	Gross Risk Rating	Responsible Officer	Existing Control Procedures	Likelihood (5 = high 1 = low)	Impact (5 = high 1 = low)	Net Risk Rating
LCD05	Failure of partnership or service level agreements with external partners in pursuance of the provision of leisure and recreation services	Financial loss / avoidable costs Injury to public or staff Insurance claims Court action Loss of reputation Customer dissatisfaction Loss of service	5	3	15	AD (L&CD) LFM / LM / PDM	Partnership Agreements in place setting out roles, responsibilities and liabilities of each party Anticipated usage figures and proposed charges estimated through benchmarking against comparable facilities where appropriate Management Groups comprising representatives of each party set up to oversee management and operation of each agreement, including regular reviews of the financial position Break clauses within agreements allowing withdrawal of any party if the business case is deemed to be no longer viable Board approval of agreements prior to implementation	2	3	6
	Options for additional / replacement control procedure						Cost resources	Likelihood (5 = high 1 = low)	Impact (5 = high 1 = low)	Net Risk Rating
	Introduction of a process for the regular review of all current agreements within the Division									
Completed by: L&CD DMT								Date:	04 March 2014	

The Council and the Trust hereby agree that from 01 April 2014 for a period of 15 years each of the sites shall be jointly managed by the Council and the Trust as a nature reserve in such manner and upon such terms as hereinafter provided.

1. The Council and the Trust have drawn up Management Plans detailing the agreed management for each site (herein after called “the Management Plans”) copies of which are annexed hereto subject to any variations or amendments which may from time to time be agreed between the parties as provided for in clause 4c hereof. Any reference herein to the Management Plans shall be deemed to include any variations or amendments thereof for the time being in force.
2. The Council and the Trust for the purpose of facilitating the joint Management Plans of each of the sites shall establish a joint management working party (“the Working Party”) for each or all of the sites.
3. The Working Party which shall meet at least once in each year during the continuance of this agreement will undertake the following tasks:
 - a) Agree a rolling programme of work (“the agreed programme of work”) based on the Management Plans.
 - b) Review costs and receipts within the context of the approved budget (herein defined) and the management plans.
 - c) Refine and review the management plans and from time to time as necessary draw up amendments thereto for approval by the Council
 - d) Prepare Local Nature Reserve bylaws as may from time to time be necessary
 - e) Report to appropriate committees of the Council and the Trust on at least an annual basis
 - f) Consider any other relevant matters pertaining to the sites or other Council land and where there is a nature conservation interest
 - g) Agree a community involvement action plan annually to include volunteering and Friends Group activities
4. The Council hereby grants to the Trust, their employees, agents and licensees, and persons carrying out work on their behalf full and free right of access to the sites and every part or parts thereof at all times for the purposes of carrying out their functions and of doing all such things as they are required or entitled to do under the terms of this agreement.
5. The Trust will submit a draft budget for approval to the Council by the 1st of September in each year of this agreement in respect of expenditure which it proposes to incur in the ensuing financial year in pursuance of this

agreement. The Council will meet any actual expenditure reasonably so incurred within the level of the budget so approved by the Council for that financial year (“the approved budget”).

6. The Trust shall keep a separate record in a form approved by the Council of all monies paid by the Trust which are or may be in whole or in part due to be credited to the Council (including such monies as referred to in Clause 8 hereof) and such account and all relative receipts and vouchers shall be open to inspection by the Council’s duly authorised officer at all reasonable times and so often as it may be reasonably request the Trust shall supply to the Council a certified statement of such account.
7. Any sum or sums which the Trust may raise or receive in respect of its responsibilities and agreed annual work plan under this Agreement by way of sponsorship or grant or otherwise shall be regarded as a credit due to the Council and shall be applied by the Council as an offset against the approved budget.

Add :

The Trust may raise funds to enhance the sites beyond the agreed annual work plan if there is further management work to be fulfilled which is not currently funded.

8. At the end of each financial year the Council shall determine the balance which at the end of such year may have become due under the approved budget from one party to the other and within one month after such determination any such balance shall be paid by the party whom it is owing to the other.
9. The Trust hereby covenants with the Council that the Trust and its successors in title will at all times during the subsistence of this agreement observe and perform the stipulations and obligations contained in the second schedule hereto.
10. The Council hereby covenants with the Trust that the Council and its successors in title will at all times during the subsistence of this agreement observe and perform the stipulations and obligations contained in the third schedule hereto.
11. It is hereby agreed and declared between the parties hereto as follows that:
 - a) further sites may from time to time be added to and become subject in all respects to the terms and provisions of this agreement between the Council and the Trust.
 - b) any site which by the mutual agreement of the Council and the Trust has become unsuitable for continued use as a nature reserve may be excluded from this agreement on the 31st March next following such mutual agreement provided that six months notice has been provided.

- c) all timber and other products of the land which shall be felled or taken by the Trust in accordance with the management plans shall remain the property of the Council and shall only be disposed of as shall be directed by the Council
 - d) overall control of and responsibility for each site will remain with the Council who will consult the Trust generally and as provided for in this Agreement regarding matters involving the nature conservation aspects of each site
12. This Agreement may be determined by either party hereto giving to the other not less than six months prior notice in writing and including the reasons for the request. The agreement to expire on the 31st March next following the giving of such notices
13. No compensation shall be payable by either party to the other by reason of the exercise of any power to determine this Agreement
14. Any dispute between the parties hereto in relation to or arising out of this Agreement or any of the terms hereof shall be referred to and determined by a single arbiter to be agreed between the parties or in default of agreement to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors and in accordance with the provisions of the Arbitration Acts 1950 to 1979 or any statutory modification or re-enactment thereof for the time being in force.
15. Any noticed required to be served under this agreement will be deemed to be served by normal post to the Council at the address given in this agreement and to the Trust at the address given in this agreement.

THE SCHEDULE

Part 1

A. Description of the Sites

- i) Daffern's Wood containing 2.8 hectares or thereabouts situated in the Parish of New Arley in the County of Warwick as shown edged in red on the plan numbered 1 annexed hereto.
- ii) Kingsbury Meadow containing 2.85 hectares or thereabouts situated in the Parish of Kingsbury in the County of Warwick as shown edged in red on the plan numbered 2 annexed hereto.
- iii) Abbey Green Park containing 2.7 hectares or thereabouts situated in the Parish of Polesworth in the County of Warwick as shown edged in red on the plan numbered 3 annexed hereto.

- iv) Cole End Park containing 2.4 hectares or thereabouts situated in the Parish of Coleshill in the County of Warwick as shown edged in red on the plan numbered 4 annexed hereto.

Part 2

A. Responsibilities of the Trust

- i) implementation of the Management Plans by means of the agreed Programme of Work
- ii) Review and revision of the Management Plans as determined by the plans and accounted for in the agreed budget.
- iii) Development, co-ordination and publicity of educational use of the sites as Local Nature Reserves and support and encouragement of the formation and continuation of a volunteer group of local people in respect of each site, dependent on level of resource available for this work
- iv) Indemnification of the Council in respect of any claims actions or proceedings arising from the Trust's activities at the sites (including the activities of the Trust's volunteers, invitees, agents or contractors) and in respect of any claims actions or proceedings by any of the Trust's volunteers, invitees, agents or contractors arising from such activities.
- v) Maintenance of public liability insurance to cover the Trust's activities at the sites.
- vi) Maintenance of public information contained on site noticeboards where it pertains to management activities that are the responsibility of the Trust or activities that are carried out by the Trust or its employees, volunteers or agents on the sites.
- vii) To carry out or obtain the relevant risk assessments to cover any activity undertaken by the Trust or their agents on the Sites.

B. Conditions Related to the Trust's Responsibilities

- i) The Trust shall be at liberty if it so desires to appoint employees, volunteers, agents and licensees on the sites in order to carry out its responsibilities under the terms of this agreement and shall consult with the Council with a view to co-ordinating the duties of any such employees, volunteers, agents and licensees with the duties of employees, agents and licensees of the Council in matters where the interest of both parties are concerned.

- ii) The Trust shall with the consent of the Council be at liberty to take from the sites any such specimens of flora and fauna of scientific interest as it may require for its proper purposes.
- iii) The Trust shall with the consent of the Council be at liberty to publish such material in relation to the management of the sites as Local Nature Reserves or in scientific work carried out thereon as it shall think fit.
- iv) In the event of the Trust securing sponsorship or grant aid in respect of its responsibilities under this agreement the Trust shall obtain the prior consent of the Council to any form of publicity which may be proposed to be given to such sponsorship.
- v) Upon determination of this Agreement in any manner the Trust shall be at liberty to remove any apparatus or other property belonging to it which may be on the sites.

Part 3

A. Responsibilities of the Council

- i) Safety matters generally including the undertaking of site based risk assessments as necessary and tree safety assessments annually and any actions required as a result of these.
- ii) Taking action relating to emergency situations e.g. tree loss on sites, major flood impacts and other structural issues
- iii) maintenance of footpaths, steps, footbridges, boardwalks, drains, ditches, sluices, fences, gates, interpretation boards, noticeboards and art features including and any other structures
- iv) Grass cutting of amenity areas and pathways as defined on the attached maps.
- v) provision and maintenance of such signs as may from time to time be agreed by the Working Party and approved by the Council as being necessary or desirable for display at the sites.
- vi) Liaison with neighbouring land owners or owners of service infrastructure on the sites as required and where deemed necessary for the successful undertaking of management activities on the sites.
- vii) Responsibility for addressing as far as it is possible and in consultation with the Trust any community safety issues identified through the Working Party, the public or any other organisations with an interest in the site.

- viii) Regular collection of waste from litter bins from sites.
- ix) Chemical treatment of noxious invasive species in particular Knotweed species.

B. Conditions Related to the Council's Responsibilities

- i) Not to carry out or permit or suffer to be carried out at the sites any scientific observation, investigation, research experiment or other such scientific work except without the prior agreement of the Trust
- ii) Not to use or permit to be used the sites or any parts of them in any manner which is inconsistent with this Agreement including the Management Plans.
- iii) Not to grant any lease or tenancy of the sites or any part of them nor grant any rights, easements or privilege therein or there over subject nevertheless to any such rights, easements or privileges (if any) subsisting at the date of execution of this Agreement.
- iv) To pay and be responsible for all rates and taxes assessed on or payable in respect of any of the sites
- v) Insofar as it is the Council's responsibility so to do to maintain the boundary hedges, fences and walls of each of the sites in such state of repair as the Council may consider reasonable for the purpose of this agreement.
- vi) Insofar as any boundary hedges, fences and walls of each of the sites belong to adjoining owners and such owners are responsible for their maintenance to take such steps as may be reasonably practical to enforce the due observance of such responsibility by such adjoining owners.

Appendix B: LOCAL NATURE RESERVES MANAGEMENT COSTS

Warwickshire Wildlife Trust Costs April 2014 – March 2015

Daffern's Wood, New Arley

6 practical days	@	300.00	=	1800.00
3 days preparation	@	250.00	=	750.00
3 days advising on management plan delivery	@	250.00	=	750.00
Monitoring of woodland and grassland condition	@	400.00	=	400.00
Reportage 1 day	@	200.00	=	200.00
Friends Group support	@	888.00	=	888.00
Wildflower seeds and plants	@	500.00	=	500.00
				£5288.00

Kingsbury Meadow

4 practical days	@	300.00	=	1200.00
2 days preparation and advice	@	250.00	=	500.00
3 days advising on management plan delivery	@	250.00	=	750.00
Condition monitoring	@	200.00	=	200.00
Reportage 1 day	@	200.00	=	200.00
Friends Group support	@	438.00	=	438.00
				£3288.00

Abbey Green Park, Polesworth

3 practical days	@	300.00	=	900.00
1.5 days preparation	@	250.00	=	375.00
3 days advising on management plan delivery	@	250.00	=	750.00
Monitoring of grassland	@	200.00	=	200.00
Reportage 1 day	@	200.00	=	200.00
Friends Group support	@	750.00	=	750.00
Wildflowers	@	200.00	=	500.00
				£3675.00

Cole End Park, Coleshill

4 practical days	@	300.00	=	1200.00
2 days preparation	@	250.00	=	500.00
3 day advising on management plan delivery	@	250.00	=	750.00
Monitoring of woodland and grassland	@	400.00	=	400.00
Reportage 1 day	@	200.00	=	200.00
Friends Group support	@	750.00	=	750.00
Wildflower plants and seeds	@	800.00	=	800.00
				£4600.00

Total Costs

Daffern's Wood	5288.00
Kingsbury Meadow	3288.00
Abbey Green Park	3675.00
Cole End Park	4600.00
TOTAL	£16,851.00

Match Funding Support

The link with Warwickshire Wildlife Trust will retain a strong working relationship and bring a range of other resources to the partnership in addition to the funded days.

WWT Volunteer and Staff Match Time

Biodiversity monitoring volunteers	5600.00
Photographic record	800.00
Specialist species surveys	1200.00
Conservation advice, (above the funded days) and additional staff support and advice via email/phone	3000.00
Access to support for groups, Volunteer manager	750.00
Reserves Volunteers event	320.00
LBAP annual conference	320.00
Loan of additional specialist tools	700.00
First Aid support	1100.00
Trained brushcutter user work	900.00
Trained chainsaw operator work	1200.00
Publicity support/magazine space/web link	700.00
Fundraising support for applications	2000.00
TOTAL	<u>£18,590.00</u>

Agenda Item No 8

Community and Environment Board

20 May 2014

**Report of the
Assistant Director
(Leisure and Community Development)**

**Proposal to Underlet Hurley Daw
Mill Sports Ground**

1 Summary

- 1.1 This report sets out details of the process necessary for the Authority to enter into an Underlease with Hurley Kings Football Club in respect of Daw Mill Sports Ground in Hurley Common and seeks approval to effect such an agreement.

Recommendation to the Board

That the Assistant Chief Executive and Solicitor to the Council, in consultation with the Chairman and Vice-Chairman of the Board, be authorised to enter into a Licence to Underlet with the Coal Industry Social Welfare Organisation and to effect an Underlease with Hurley Kings Football Club in respect of Daw Mill Sports Ground, Hurley Common.

2 Consultation

- 2.1 The Chairman, Vice-Chairman and Opposition Spokesperson for the Community and Environment and Resources Boards and Members with responsibility for Health, Well-being and Leisure and Young People, together with appropriate Ward Members, have all had the opportunity to comment on the content of this report. Any comments received will be reported verbally at the meeting.

3 Report

- 3.1 At its meeting held in January 2012, the Board approved in principle a proposal to work with local sports clubs to advance improvements to Daw Mill Sports Ground in Hurley Common and to determine a preferred solution for long-term tenure of the site. Subsequently, at its meeting held in July 2013, the Board approved a proposal to enter into a Tenancy at Will for a maximum period of 12 months with Hurley Kings Football Club in relation to its use of the Ground, pending preparation of a long-term lease agreement with the Club.
- 3.2 It was felt most likely that sufficient funding to implement much needed improvements to the Sports Ground could only be secured by working in

partnership with a thriving community-based club. Hurley Kings, as a well-established organisation providing opportunities for junior football in the local area, is such a club and currently is the main user of the Ground.

3.3 Effecting the Tenancy at Will has enabled the Club to submit applications to funding bodies with a view to taking forward proposals for site improvements. The Club has been supported in this respect by Officers both within the Leisure and Community Development Division and at the Birmingham County Football Association. The first of the Club's bids, to Sport England in respect of £50,000 of funding for the provision of changing facilities on the site, has been successful, subject to the Club being granted security of tenure for a minimum 25 year period.

3.4 It is now proposed, therefore, to move towards establishing a 25 year agreement with the Club; a period of time that will satisfy external funding organisations' requirements for security of tender and that it is felt appropriate to allow the Club to develop both the Ground and its sports offer into the local community. The Ground, however, is held by this Authority on a 125 year lease from the Coal Industry Social Welfare Organisation (CISWO), which commenced in 1997. Currently, the lease prevents the Sports Ground from being sublet, which necessitates the Authority entering into a Licence to Underlet with CISWO. A draft Licence and Consent, based on a template provided by CISWO, is attached at Appendix A.

3.5 The Licence requires an annex comprising the Underlease between this Authority and the Club, a draft of the associated Heads of Terms for which is attached at Appendix B. The Heads of Terms of the Underlease have been framed to ensure that in leasing its "home ground", the Club satisfies the criteria of the North Warwickshire Playing Pitch Strategy, which have been set to ensure that:

- any long-term agreement that the Borough Council enters into is with a viable and thriving organisation that is committed to developing its particular sport
- the organisation concerned will be in a position to meet the conditions of any potential external funding bodies when seeking financial assistance to develop the site

3.6 In particular there is provision for the rent to be reduced by up to 50% if the Club can evidence the achievement of objectives set out in a Service Level Agreement (SLA) with the Authority. The SLA would be reviewed annually by the two parties and would encompass objectives intended to ensure that enhanced community benefit is derived from the agreement to underlet the Ground. Examples of such objectives would be:

- achievement and retention of Community Club charter status
- evidence of active school to club links with local primary schools
- provision of an annual community football festival at the Ground

3.7 By leasing the Ground, the Club would become fully liable for its maintenance and upkeep and for the costs thereof.

3.8 A copy of the draft Licence to Underlet, with the draft Underlease annexed thereto, has been sent to both CISWO and the Club for comment. Under the terms of the Tenancy at Will, the Underlease is due to be in place by 01 June 2014. It is, therefore, proposed that the Assistant Chief Executive and Solicitor to the Council be authorised to enter into the Licence to Underlet and to effect the Underlease, subject to the agreement of the Chairman and Vice-Chairman of the Board to any changes made to the terms set out in the draft documents appended to this report.

4 Report Implications

4.1 Finance and Value for Money Implications

4.1.1 Under the terms of the proposed Licence to Underlet, 50% of the rent payable by the Club would be due to CISWO. The rent for the first year, therefore, has been proposed to be set at £773.88, which is twice the current rent payable by the Authority, thereby ensuring that there would be no financial disadvantage to CISWO should the proposed reduction in rent referred to in paragraph 3.6 take place.

4.1.2 A saving on the revenue budget of approximately £3,000 would be realised by the cost of the rent currently payable by the Authority to CISWO being offset and through the transfer of maintenance liability to the Club.

4.1.3 Entering into an Underlease would afford the Club security of tenure that would enable it to seek capital funding for improvements to the Ground and to provide ancillary facilities that are unlikely otherwise to be secured. £50,000 for the provision of changing facilities has already been offered, subject to such security of tender being effected.

4.2 Safer Communities Implications

4.2.1 Well-managed sports facilities contribute to community safety by affording opportunities for positive activity.

4.3 Legal and Human Rights Implications

4.3.1 Both the Licence to Underlet and the Underlease would be long-term binding agreements on the Authority and Hurley Kings Football Club.

4.4 Environment and Sustainability Implications

4.4.1 Effecting an Underlease would enable investment in environmental improvements at the Ground and would contribute directly to the long-term sustainable management of the facility.

4.5 Health, Well-being and Leisure Implications

4.5.1 Provision of well-managed sports facilities has a direct and positive impact on the health and well-being of individuals and communities by providing opportunities for physical and social activity and by contributing to an improved quality of life.

4.6 Risk Management Implications

4.6.1 The risks associated with the proposed underleasing of Daw Mill Sports Ground, Hurley Common, have been assessed in accordance with the Divisional risk management process in respect of partnership agreements as attached below.

4.6.2 Appropriate management of the Ground will contribute to a reduction in the risks identified through the corporate risk management process in relation to
a) the provision of sufficient appropriate leisure and recreation opportunities to meet the identified needs of local communities in North Warwickshire and
b) the effective management and maintenance of open space and recreation land.

4.7 Equalities Implications

4.7.1 The provisions of the North Warwickshire Green Space Strategy and, in particular, the North Warwickshire Playing Pitch Strategy, from which this proposal is derived, are specifically targeted at reducing inequalities in access to outdoor sports facilities and increasing participation across all groups within local communities.

4.8 Links to Council's Priorities

4.8.1 The appropriate management of sports facilities has direct and positive links to the corporate priorities in respect of:

- Public services and council tax
- Environment
- Crime and disorder
- Access to services
- Consultation and communication
- Health and well-being

4.8.2 The appropriate management of sports facilities also has direct and positive links to the following priorities of the Sustainable Community Strategy:

- Raising aspirations, educational attainment and skill levels
- Developing healthier communities
- Improving access to services

4.8.3 Effecting the proposed Underlease would contribute directly to delivery of priorities in the North Warwickshire Green Space Strategy in respect of:

- Improved site maintenance through alternative management arrangements
- Improved site safety and accessibility
- Partnership working
- Outdoor sports provision
- Customer engagement

4.8.4 Effecting the proposed Underlease would also contribute directly to delivery of the strategic priority in the North Warwickshire Playing Pitch Strategy to:

- Support the development of local sports clubs to meet their needs within the Borough

Progression of this initiative would further advance a specific objective within the Action Plan in relation to Daw Mill Sports Ground.

The Contact Officer for this report is Alethea Wilson (719212).

Background Papers

Local Government Act 1972 Section 100D, as substituted by the Local Government Act, 2000 Section 97

Background Paper No	Author	Nature of Background Paper	Date
1	Assistant Director (Leisure and Community Development)	Report to Community and Environment Board (North Warwickshire Green Space Strategy Progress Report)	January 2012
2	Assistant Director (Leisure and Community Development)	Report to Community and Environment Board (Implementation of Green Space Management Plans and the Green Space Improvements Programme)	July 2013

Service: All Services in the Division				Corporate Objectives: 1 / 2 / 3 / 5 / 8 / 10				Priority: Low		
Ref	Risk: Title/Description	Consequence	Likelihood (5 = high 1 = low)	Impact (5 = high 1 = low)	Gross Risk Rating	Responsible Officer	Existing Control Procedures	Likelihood (5 = high 1 = low)	Impact (5 = high 1 = low)	Net Risk Rating
LCD05	Failure of partnership or service level agreements with external partners in pursuance of the provision of leisure and recreation services	Financial loss / avoidable costs Injury to public or staff Insurance claims Court action Loss of reputation Customer dissatisfaction Loss of service	5	3	15	AD (L&CD) LFM / LM / PDM	Partnership Agreements in place setting out roles, responsibilities and liabilities of each party Anticipated usage figures and proposed charges estimated through benchmarking against comparable facilities where appropriate Management Groups comprising representatives of each party set up to oversee management and operation of each agreement, including regular reviews of the financial position Break clauses within agreements allowing withdrawal of any party if the business case is deemed to be no longer viable Board approval of agreements prior to implementation	2	3	6
	Options for additional / replacement control procedure						Cost resources	Likelihood (5 = high 1 = low)	Impact (5 = high 1 = low)	Net Risk Rating
	Introduction of a process for the regular review of all current agreements within the Division									
Completed by: L&CD DMT							Date: 04 March 2014			

DATED

2014

COAL INDUSTRY SOCIAL WELFARE ORGANISATION (1)

-and-

NORTH WARWICKSHIRE BOROUGH COUNCIL (2)

-and-

HURLEY KINGS FOOTBALL CLUB

LICENCE TO UNDERLET AND CONSENT

- relating to -

LAND AT HURLEY COMMON

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DRAFT

THIS LICENCE is made the

day of

2014

1. **PARTIES**

- (1) "The Landlord" being **COAL INDUSTRY SOCIAL WELFARE ORGANISATION** registered as a Charity under number 1015581 of The Old Rectory, Rectory Drive, Whiston, Rotherham, Yorkshire S60 4JD.
- (2) "The Tenant" being **NORTH WARWICKSHIRE BOROUGH COUNCIL** of The Council House, South Street, Atherstone, Warwickshire CV9 1DE.
- (3) "The Undertenant" being **HURLEY KINGS FOOTBALL CLUB** acting under the hand of its Chairman *[insert name]* of *[insert address]*

2. **DEFINITIONS AND INTERPRETATION**

2.1 **Definitions**

In this Licence (unless the context otherwise requires) the following words and phrases have the meanings set out below:

"**the 1954 Act**" means the Landlord and Tenant Act 1954;

"**the 1995 Act**" means the Landlord And Tenant (Covenants) Act 1995;

"**the Exclusion Procedure**" means the declaration or statutory declaration procedure (as appropriate) for excluding security of tenure in relation to a lease or agreement for lease in accordance with the provisions of section 38(A) of the 1954 Act as amended by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003;

"**the Landlord**" includes the estate owner for the time being of the reversion immediately expectant on the termination of the Term;

"**the Landlord's Warning Notice**" means the notice required to be served in accordance with section 38A (3) (a) of the 1954 Act;

"**the Lease**" means a lease dated *[insert date]* Coal Industry Social Welfare Organisation and North Warwickshire Borough Council;

"**the Premises**" means the land known as Daw Mill Sports Ground off Hurley Common, Hurley, Warwickshire;

"**Rent Payment Days**" shall have the same meaning as in the underlease;

"**Sports Related Facilities**" means changing rooms and other sports related facilities provided always that any such development from time to time shall not materially reduce the amount of open space available for the provision of playing fields, sports pitches at the Underlet Premises and for general recreation use and for the avoidance of doubt any such facilities shall not be used for the provision of licensed bar facilities or the sale or use of intoxicating drinks;

"**the Tenant's Declaration**" means the declaration or statutory declaration (as appropriate) required to be made by a tenant in accordance with section 38A (3) (b) of the 1954 Act;

"**the Underlet Premises**" means the land more particularly described in the Underlease

and shown edged red on the plan to the Underlease;

“**the Underlease**” means an underlease in the form annexed by which the Underlet Premises are demised to the Undertenant for the Underlease Term;

“**the Underlease Rent**” means the contractual rent payable to the Landlord under the Underlease;

“**the Underlease Term**” means a contractual term of years beginning on *[insert date]* to *[insert date – 20 years]*;

“**VAT**” means Value Added Tax chargeable at the rate in force at the date of the relevant taxable supply under this Licence.

2.2 Interpretation

- 2.2.1 References to numbered clauses, paragraphs and schedules are references to the relevant clauses, paragraph or schedule in this Licence unless the context otherwise requires.
- 2.2.2 Any headings in this Licence are for ease of reference only and shall not affect its interpretation or construction.
- 2.2.3 Words importing the singular meaning include where the context so admits the plural meaning and vice versa.
- 2.2.4 Words of one gender include both genders and words denoting natural persons include corporations and firms
- 2.2.5 If the Landlord, the Tenant, the Undertenant at any time comprises two or more parties, the obligation of each party in relation to the other shall be joint and several.
- 2.2.6 Obligations in this Licence which are intended to be undertaken on or from the date of underletting, shall be undertaken on or from (as the case may be) the date of the document effecting the underletting whether or not that document is registered at the Land Registry.
- 2.2.7 Any obligation on a party to do any act, matter or thing includes an obligation to procure that it be done and any party under a restriction shall be under an obligation not to permit infringement of that restriction.
- 2.2.8 References to “liability” include where the context so allows claims, demands, proceedings, damages, costs and expenses unless the context otherwise requires.
- 2.2.9 Any reference to a statute or order shall include any statutory modification, extension or re-enactment of such statute or order and any regulations or orders or other subordinate legislation made under them.
- 2.2.10 The Lease and the Underlease include all or any deeds and documents supplemental to the Lease and the Underlease respectively whether or not expressed to be so.
- 2.2.11 Any reference in this Licence to parting with possession shall be deemed to include sharing possession or parting with or sharing occupation or holding the Premises on trust for another.
- 2.2.12 The Tenant and the Undertenant include the successors in title of the

Tenant and the Undertenant respectively.

3. **RECITALS**

3.1 **Consent to Underletting**

The Lease contains provisions prohibiting the underletting of the premises and the Landlord has agreed (at the request of the other parties) to grant consent upon the terms set out below to enable the Tenant to let the Underlet Premises to the Undertenant for the Underlease Term in consideration of the Tenant paying to the Landlord from the *[insert date]* whilst the Underlease remains in existence fifty percent of the Underlease Rent in accordance with clause 6.6.

3.2 **Consent for Alterations**

The Lease contains provisions prohibiting the construction of any new building or structure or installation of any additional service media on the Premises including the Underlet Premises and the Landlord has agreed (at the request of the other parties) to grant a consent to the construction of certain structures on the Underlet Premises only while the Underlease is in existence on terms hereinafter contained and subject to the terms of the Underlease.

4 **LICENCE TO UNDERLET AND CONSENT TO ALTERATIONS**

4.1 **Licence to Underlet**

The Landlord (at the request of the other parties) grants to the Tenant licence to grant the Underlease on the terms set out herein.

4.2 **Consent to the Erection of Sports Facilities**

The Landlord hereby agrees that notwithstanding the provisions of clause 11 of the Lease the Undertenant is permitted to construct (subject to obtaining the Landlord's and Tenant's prior written consent) Sports Related Facilities on the Underlet Premises during the existence of the Underlease but not further or otherwise *[and subject to the provisions of clause no. of the Underlease]*.

4.3 **Lease to Remain Effective**

The parties hereby agree and declare that the Lease shall remain fully effective otherwise in respect of the consents contained in 4.1 and 4.2.

5 **UNDERTENANT'S COVENANTS**

The Undertenant covenants with the Landlord that at all times when the Undertenant is bound by the tenant covenants of the Underlease:

5.1 to pay the rents and other sums reserved by and observe and perform the covenants on the lessee's part and conditions contained in the Underlease and not to suffer or permit at or in relation to the Underlet Premises any act or thing which would or might constitute a breach of those covenants or conditions;

5.2 not to do, omit, suffer or permit at, or in relation to the Underlet Premises any act or thing which would or might cause the Tenant to be in breach of or, which if done, omitted, suffered or permitted by the Tenant, would or might constitute a breach of the covenants on the lessee's part or the conditions contained in the Lease;

- 5.3 to observe and perform all the lessee's covenants all other provisions of the Lease so far as they relate to the Underlet premises (other than payment of rents) with such modifications only as are necessary to make them applicable to the Underlease;
- 5.4 not to assign, underlet, charge, hold on trust for another, part with nor share the possession or occupation of the whole or any part of the Underlet Premises and this provision shall be construed as an express prohibition.

6 TENANT'S COVENANTS

The Tenant covenants with the Landlord:

- 6.1 not to allow the Undertenant into possession or occupation of the whole or any part of the Underlet Premises until the completion of the Underlease;
- 6.2 within one month after completion of the Underlease to give the Landlord written notice of the date on which the Underlease was completed together with a copy (duly certified to be true and accurate by a solicitor) of the counterpart Underlease for registration and to pay such registration fee to the Landlord (not less than *[insert price]* as the Landlord may reasonably require;
- 6.3 not without the prior written consent of the landlord at any time whether expressly or by implication:
- 6.3.1 to vary any of the provisions of the Underlease; or
- 6.3.2 to waive any of its rights in respect of any breach of the obligations on the lessee's part contained in the Underlease, but to take all steps as are lawfully available to the tenant (including re-entry) to enforce the performance and observance of them;
- 6.4 the tenant shall not grant the Underlease until the Tenant has given the Landlord:
- a) A certified copy of the notice served on the Undertenant, as required by section 38A(3)(a) of the 1954 Act, applying to the tenancy to be created by the Underlease; and
- b) A certified copy of the declaration or statutory declaration made by the Undertenant in accordance with the requirements of 38A(3)(b) of the 1954 Act.
- 6.5 to pay the Landlord on demand and indemnify the Landlord against all costs, charges, fees, disbursements and expenses together with any VAT (including those of any professional advisers and agents) incurred by the Landlord in connection with the provisions of this Licence including obtaining the consent or approval of or information from any other person;
- 6.6 to pay to the Landlord within 14 days of the relevant Rent Payment Day a sum equivalent to fifty per cent (50%) of the Underlease Rent.

7. AGREEMENTS AND DECLARATIONS

The parties agree that:

- 7.1 the Underlease shall be in the form annexed to this Licence;
- 7.2 if the Underlease is not completed within three months after the date of

and otherwise in accordance with this Licence the provisions of this Licence (save for clause 5.4) shall immediately determine and cease to have effect but without prejudice to any accrued right of action vested in the Landlord in respect of any breach by the Tenant of its obligations under this Licence prior to that date;

- 7.3 all sums payable by the Tenant under this Licence shall be recoverable as rent in arrear;
- 7.4 nothing contained in this Licence shall waive or be deemed to waive any breach of the obligations of the Tenant under the Lease which may have occurred prior to the date of this Licence or otherwise or be deemed to authorise any other or further underletting of the whole or any part of the Premises or act, omission or thing other than that expressly authorised by this Licence and the covenants on the lessee's part and the conditions contained in the Lease shall continue in full force and effect;
- 7.5 the Lease shall be varied to incorporate the covenants set out in clause 6 of this Licence and accordingly the conditions for re-entry contained in the Lease shall be exercisable as well on any breach of those covenants as on the happening of any of the events mentioned in the conditions for re-entry;
- 7.6 this Licence does not permit any assignment, underletting, parting with possession or change of use of the Premises or any other act except as expressly permitted by clause 3.2.
- 7.7 the condition for re-entry contained in the Lease shall be exercisable on any breach of any covenant or condition in this Licence as well as on the happening of any of the events mentioned in the conditions contained in the Lease.

8. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

It is not intended that any person shall be entitled to enforce any provisions of this Licence who would not have been so entitled but for the enactment of the contracts (Rights of Third Parties) Act 1999.

EXECUTED as a deed and delivered on the date written at the beginning of this deed.

Draft Heads of Terms for the Lease of Hurley Daw Mill Sports Ground

1. The Premises to be underlet would be the Sports Ground in its entirety
2. The Term of the underlease would be 25 years
3. The Rent for the first 3 years would be £773.88 per annum (*twice the rent due to CISWO*)
4. The Rent for successive five year periods would be the rent above multiplied by the amount by which the Retail Price Index (RPI) all items has increased since the commencement date (*i.e. a cumulative increase*)
5. The Rent would be payable annually in advance
6. The Rent could be reduced by up to, but no more than, 50% if the Club can evidence the achievement of objectives set out in a separate Service Level Agreement with the Borough Council
7. The Underlease would be terminated if the Club was in breach of its terms or was wound up
8. The Club's Obligations as Undertenant would be to:
 - i. Pay all outgoings associated with the use and running of the premises
 - ii. Provide all grounds maintenance and line marking in respect of the whole site, including provision of equipment, materials and consumables
 - iii. Maintain all boundaries and hard surfaces at the Premises
 - iv. Comply in all respects with the requirements of any statutes and obligations imposed by laws or by any byelaws, applicable to the Premises or the trade or business for the time being carried on there
 - v. Not underlet assign or part with possession of any part of the Premises (*this would not exclude hiring out pitches*)
 - vi. Not make any alterations to the Premises or carry out any building works thereon unless having first obtained the consent of the Tenant (the Borough Council) and the Landlord (CISWO) which would not unreasonably be withheld
 - vii. Keep the Borough Council fully indemnified against all losses arising directly or indirectly out of any act, omission or negligence of the Undertenant, or any persons at the Premises expressly or impliedly with its authority, or any breach or non-observance by the Undertenant of the covenants, conditions or other provisions of the lease

Agenda Item No 9

Community and Environment Board

20 May 2014

**Report of the
Assistant Director
(Leisure and Community Development)**

**Development of New
Indoor Leisure Facilities
in Coleshill**

1 Summary

- 1.1 This report updates the Board on progress in respect of the development of new indoor leisure facilities in Coleshill.

Recommendation to the Board

That the Board notes and comments upon the progress being made in respect of the development of new indoor leisure facilities at The Coleshill School.

2 Consultation

- 2.1 The Chairman, Vice-Chairman and Opposition Spokesperson for the Special Sub-Group, the Community and Environment and Resources Boards, the Safer Communities Sub-Committee, Members with responsibility for Health, Well-being and Leisure and Young People and Coleshill Ward Members have all had an opportunity to comment on the content of this report. Any comments received will be reported verbally to the Board.

3 Background

- 3.1 Further to previous reports to the Board, Members are aware that the construction of replacement indoor leisure facilities commenced on site at The Coleshill School on 7 November 2013. Members are further aware that the capital funding available for the project is £4,301,366, including £2,815,000 from the Borough Council, with the balance being made up of valuable contributions from the Education Funding Agency and England Squash and Racketball.
- 3.2 Account needs to be taken of the need to fund £152,000 of fees attributable to the project, thereby leaving a sum of £4,149,366 available to support project delivery (including all contingencies and provision for fitness equipment and furniture and fittings, etc.).

- 3.3 The Board is additionally aware that the Authority has contracted with Wates Construction Ltd. through Option C (Target Cost) of the EMPA Intermediate Projects Framework Agreement. Within this Option, the Borough Council pays the Actual Cost of works properly executed. In so doing, it could benefit (“gain”) if the final Actual Cost is less than the agreed Target Cost. The client and contractor would share equally the first 5% of any gain. Conversely, however, if the Actual Cost exceeded the Target Cost by 5% or less then the Borough Council would be responsible for 100% of the cost difference (or “pain”). The contractor would be responsible for 100% of any costs above this 5% threshold. Option C is an entirely “open book” process within which the contractor submits Actual Cost invoices in monthly valuations.

4 Update on Progress – Construction Work

- 4.1 Despite a slightly delayed commencement of on-site construction work and the very wet winter, the building programme is now approximately two weeks ahead of schedule. The overall project completion date, however, remains as the end of October 2014. Recent development progress has been very encouraging. In addition to the work previously detailed to Members, the installation of roof decking and felting has been completed, ground floor concrete slabs have been installed and the sub-structure block and brickwork are also complete. Superstructure block and brickwork has now commenced and are well advanced, roof insulation and membrane work has begun and Wates Construction is also advancing detailed mechanical and electrical design undertakings, including that associated with the previously reported problem in securing an acceptable electrical supply to the building.
- 4.2 In respect of its own commitment to promoting good standards of health and safety, Wates’s Chief Operating Officer and Regional Operations Director visited the site last month and reported no issues of related concern.
- 4.3 As Members are aware, the Borough Council retains responsibility for the additional costs of all client risks identified within the Risk Register and also for any client changes to the agreed project design. It has been reported to the Board that a number of the client risks on the Risk Register are potentially expensive if they occur.
- 4.4 As identified, the risk associated with the need to remove asbestos from the site did materialise at an additional cost of just over £44,500 and, as previously reported, the contractor has been advised that the electricity sub-station does not have sufficient capacity to accommodate the needs of the new Leisure Centre. The required upgrade to the existing sub-station has been estimated to cost in the region of an additional £22,500. This cost is “non-contestable”. The risk is owned by the client and, therefore, will impact on the final Actual Cost for the project. Nevertheless, an alternative solution to this problem, which involves the construction of a new sub-station on the Leisure Centre site, is being investigated. Whilst this undertaking would require planning consent, initial cost projections suggest that it would be approximately £6,000 cheaper than up-grading the existing sub-station. Additionally, the Board is aware that a detailed review of the doors, windows,

curtain walling, louvers and flashings identified that the Target Cost allowance of £85,000 would not be sufficient for this element of the project design. The contractor sought further quotations for this work, which suggested a cost increase of approximately £45,000. At the request of Officers, Wates Construction undertook two reviews of the product specification, as a consequence of which the additional cost impact has been reduced to just below £30,000. The contractor holds a sum of money for “design contingencies”, from which the shortfall will be met. This risk, therefore, will not affect the overall Target Cost for the project. It had, however, been hoped that the contractor’s contingency provision represented a potential area of underspend from which the Borough Council could benefit. Clearly, this is now looking less likely.

- 4.5 Over the life of the project, further risks will become apparent, whilst others will be removed at no cost to either the client or the contractor, dependent upon the “owner” of the risk. Indeed, potential risks are being identified and managed on a weekly basis, as a consequence of which a verbal report will be presented to the Board on this aspect of the development process.
- 4.6 Any further client design changes will also incur additional cost. Whilst every effort is being made to avoid this need, a number of required changes have already been identified. The Board has previously been informed of the need for fibre links to support on-site IT provision, the need for larger than originally proposed viewing gallery windows into the sports hall and the need for mirrors within the fitness suite. A further review of design and operational compatibility has established a need to revise the specification of security gates, internal doors, power points within the fitness suite, lighting within the dance studio and the provision of a water supply to the proposed vending machines. The cost of these changes, however, are largely being offset by the omission of unrequired balustrading on a low level roof, the reconfiguration of a first floor store room and an alternative approach to the provision of CCTV within the Leisure Centre.

5 Update on Progress – Financial Position

- 5.1 Wates Construction is required to provide its Target Cost and Actual Cost forecasts on a monthly basis. The Project Manager, who is very carefully scrutinising all costs on behalf of the Borough Council, is required to produce a monthly Funding Position Statement a week thereafter. For the remainder of the contract, these forecasts and statements will be subject to bi-monthly meetings between the Authority, the Project Manager and Wates Construction. The next of these meetings will be held just prior to the meeting of the Board, on 15 May 2014.
- 5.2 Attached at Appendix A is the latest Funding Position Statement produced by the Project Manager, on 7 May 2014, after Wates Construction’s submission of its seventh project invoice. The statement takes account of the contractor’s “Forecast Final Target Cost” and its “Forecast Final Actual Cost”, as stated in their Payment Application 7 (to the end of April 2014). It should be noted that the identified the funding position “overspend” of £12,447 will be

affected by future “Compensation Events”, caused by the need to address risks and client variations. It will not be possible to establish a clear picture of Actual Cost versus Target Cost until later on in the contract, when the financial implications associated with the major works packages are known.

- 5.3 At the time of writing this report, approximately £1.3 million had been paid to the contractor, whilst a further invoice of just over £408,500 was being processed for payment. Invoices totalling just over £414,500 have been issued to The Coleshill School in order to draw down the appropriate proportion of Education Funding Agency grant for the project.

6 Update on Progress – Other Matters

- 6.1 The Board will be aware that, at its meeting held in April 2014, the Special Sub-group approved the content of the draft Joint Use Agreement between the Borough Council and The Coleshill School, through which the facility will be managed and used. Members will also be aware however, that in recent weeks there has been increasing disquiet amongst users of the existing Leisure Centre about the extent of community access to the new sports hall. The question of daytime access to the new Leisure Centre has always been an acknowledged matter of significance within the local community and it remains so for the Borough Council. By way of clarification, within the terms of the draft Agreement, priority for use of the sports hall will be given to The Coleshill School and the neighbouring primary schools between 8:30am and 5:00pm, Monday to Friday, during school term-times. The community will have priority access to the squash courts, multi-purpose dance studio and fitness suite during these times, as well as access to the sports hall during evenings, weekends and school holidays. Whilst the majority of activity that takes place in the current sports hall can be relocated into the multi-purpose studio, it is acknowledged that there will be a consequence for daytime (school term-time) badminton players and 5-a-side footballers. The draft Joint Use Agreement affords an opportunity for community access when the schools are not using the sports hall. The Leisure Centre Manager will only know about the availability of space two months before the start of each term, however, for it is at this time that The School is required to furnish the Borough Council with sight of its timetable requirements. The School has stated its commitment to wanting to encourage community access, not just to the Leisure Centre, but to The School in general, and it is incentivised to do so, for the more sports hall time that The School releases for community use, the lower will be its charge for its own use of the facility. Whilst every effort will be made to negotiate additional daytime access into the sports hall, school use of this space at the times identified above was essential to securing both permission to build and capital support for the Leisure Centre, without which it would not have been possible to secure the long-term provision of an indoor leisure facility in Coleshill.
- 6.2 Wates Construction’s programme for engaging local schools and the community within the building process is on-going. Activity proposed to be undertaken in May includes “sustainable technology” lessons at The Coleshill School and “tower building” exercises with local primary schools. It is also

pleasing to be able to report that the Borough Council's contractor has been awarded the "Considerate Contractor" award for the manner in which it has evidenced its work with and within communities during the construction process.

7 Report Implications

7.1 Finance and Value for Money Implications

7.1.1 In addition to those previously reported to the Board, the headline financial implications associated with the construction of the new Coleshill Leisure Centre are detailed in section 5 above.

7.2 Safer Communities Implications

7.2.1 The provision of good quality leisure facilities and services has profound and positive implications for the development of safer communities and a reduction in the likelihood of criminal and / or anti-social behaviour.

7.3 Legal and Human Rights Implications

7.3.1 The future replacement of Coleshill Leisure Centre will have direct and positive implications for the Authority's ability to meet the requirements of Equalities and other legislation and on its determination to enhance access to good quality services for the local community.

7.4 Environment and Sustainability Implications

7.4.1 The proposed investment of resources is required if the Council is to maintain and enhance the quality, consistency and sustainability of its indoor leisure provision in Coleshill. The services provided through the new leisure facility will make a positive and lasting impact on individual and collective quality of life within North Warwickshire.

7.5 Health, Well-being and Leisure Implications

7.5.1 Leisure facilities have a positive impact on the health and well-being of individuals and communities through the provision of opportunities for formal and informal recreation and by contributing to an enhanced quality of life in the Borough. The project is also compliant with, and helps to deliver against, the priorities identified in the Warwickshire Health and Well-being Strategy and the supporting Joint Strategic Needs Assessment.

7.6 Risk Management Implications

7.6.1 The condition and future replacement of Coleshill Leisure Centre have been the subject of a detailed risk assessment, a copy of which was presented to the Community and Environment Board in July 2012.

7.7 Equalities Implications

7.7.1 The scheme to replace Coleshill Leisure Centre has been designed to positively impact on the corporate priority to protect access to Council services. An Equality and Impact Needs Assessment (EINA) has been carried out and was presented to the Community and Environment Board at its meeting held in July 2012.

7.8 Links to Council's Priorities

7.8.1 The undertaking to replace Coleshill Leisure Centre has positive and direct links to the following corporate priorities:

- Public service
- Crime and disorder
- Access to services
- Consultation and communication
- Health and well-being

7.8.2 The future replacement of Coleshill Leisure Centre with a new development at The Coleshill School has positive implications for the Sustainable Community Strategy priorities to:

- Raise aspirations, educational attainment and skills
- Develop healthier communities
- Improve access to services

The Contact Officer for this report is Simon Powell (719352).

Background Papers

Local Government Act 1972 Section 100D, as substituted by the Local Government Act, 2000 Section 97

Background Paper No	Author	Nature of Background Paper	Date
1	Wates Construction	Client Meeting Report 2	January 2014
2	Coventry City Council	Clerk of Works Report 2	January 2014
3	Coventry City Council	Client Meeting Notes (16 January 2014)	January 2014
4	Coventry City Council	Client Meeting Notes (26 February 2014)	Feb 2014
5	Wates Construction	Client Meeting Report 4	March 2014
6	Wates Construction	Client Meeting Report 5	April 2014

OVERALL FUNDING POSITION

<u>Available Funding</u>	£	£	£
NWBC Capital Receipts	1,850,000.00		
NWBC Approved Prudential Borrowing	965,000.00		
Sport England	nil		
England Squash & Racketball	25,000.00		
EFA	<u>1,461,366.00</u>		4,301,366.00

LESS

NWBC- other costs	£		
Planning Fees (unchanged)	11,550.00		
Planning discharge fees / amendments	2,000.00	est	
Building Regulation Fees (unchanged)	1,810.00		
CDM-C Fee (as Osbornes quote)	5,250.00		
Clerk of Works Fee @ 1% of £3.5m	35,000.00		
PM Fees @ 2% of £3.5m	<u>70,000.00</u>	125,610.00	
The Coleshill School - other costs	£		
Legal fees	23,000.00		
Auditor fee	<u>funded separately</u>	23,000.00	
Reserve for client FF&E			
Fitness Equipment	160,000.00		
Loose FF&E	<u>40,000.00</u>	<u>200,000.00</u>	348,610.00

FUNDING BALANCE

3,952,756.00

Cost of Sports Centre

Wates Target Cost Option C	3,904,157.27		
Design Fees & Surveys	included		
Compensation Events (risks/variations)	73,023.48		
Wates Final Total Target Cost Forecast (TC)	<u>3,977,180.75</u>		
Wates Final Total Actual Cost Forecast (AC)	<u>3,972,172.78</u>		
Difference to Share (TC) - (AC)	5,007.98		
Contractors Share @ 50% (95% to 100% of TC)	2,503.99		
FINAL COST FORECAST (AC) + (Cntrs Share)	3,974,676.77		3,974,676.77

WATES CURRENT FUNDING POSITION - overspend

-21,920.77

Other costs (not incl with Wates AC or TC)

Compensation Events (adjustment)	-13,874.04		
Change requests - as schedule	3,400.00		
Early Warnings - as schedule	1,000.00		
			<u>-9,474.04</u>

CURRENT FORECAST FUNDING POSITION - overspend

-12,446.72

Exclusions

- 1) VAT
- 2) ICT and voice/data connection
- 3) Variations in abeyance and/or awaiting estimates
- 4) Other as listed within Wates TC Submission and Risk Register

Agenda Item No 10

Community and Environment Board

20 May 2014

Report of the Chief Executive and the Deputy Chief Executive

Progress Report on Achievement of Corporate Plan and Performance Indicator Targets April 2013 – March 2014

1 Summary

- 1.1 This report informs Members of the progress with the achievement of the Corporate Plan and Performance Indicator targets relevant to the Community and Environment Board for April 2013 to March 2014.

Recommendation to the Board

That Members consider the performance achieved and highlight any areas for further investigation.

2 Consultation

- 2.1 Consultation has taken place with the relevant Members and any comments received will be reported at the meeting.

3 Background

- 3.1 This report shows the end of year position with the achievement of the Corporate Plan and Performance Indicator targets for 2013/14. This is the fourth report showing the progress achieved during 2013/14.

4 Progress achieved during 2013/14

- 4.1 Attached at Appendices A and B are reports outlining the progress achieved for all the Corporate Plan targets and the performance with the local performance indicators during April to March 2013/14 for the Community and Environment Board.

- 4.2 Members will recall the use of a traffic light indicator for the monitoring of the performance achieved.

Red – target not achieved (shown as a red triangle)

Green – target achieved (shown as a green star)

5 Performance Indicators

- 5.1 The year end returns are subject to review by Internal Audit and should be considered draft at this stage.
- 5.2 The current national and local performance indicators are being reviewed by each division and Management Team for monitoring for the 2014/15 year.

6 Overall Performance

- 6.1 The Corporate Plan performance report shows that 93% of the Corporate Plan targets and 67% of the performance indicator targets have been achieved. The report shows the individual targets that have been classified as red or green. In the case of the Corporate Plan actions only one action was not fully achieved for maintaining standards of cleanliness.
- 6.2 The performance indicator targets not achieved include, maintaining street cleanliness, missed collections for household refuse and the income level per leisure centre visit. These targets were narrowly missed in some cases and the performance with missed refuse collections and street cleanliness is expected to improve during 2014/15. Individual comments from the relevant division have been included where appropriate. The table below shows the following status in terms of the traffic light indicator status:

Corporate Plan

Status	Number	Percentage
Green	14	93%
Red	1	7%
Total	15	100%

Performance Indicators

Status	Number	Percentage
Green	8	67%
Red	4	33%
Total	12	100%

7 Summary

- 7.1 Members may wish to identify any areas that require further consideration where targets are not currently being achieved.

8 Report Implications

8.1 Safer Communities Implications

- 8.1.1 There are a number of Safer Communities related actions highlighted in the report including the provision of diversionary activities, leisure provision, play strategy and green space strategy.

8.2 Legal and Human Rights Implications

- 8.2.1 The national indicators were specified by the Secretary of State for Communities and Local Government. They have now been ended and replaced by a single list of data returns to Central Government from April 2011.

8.3 Environment and Sustainability Implications

- 8.3.1 Improvements in the performance and quality of services will contribute to improving the quality of life within the community. There are a number of specific actions and indicators included within the report which contribute towards improving the environment and sustainability including the carbon management plan, green space strategy and refuse and recycling.

8.4 Risk Management Implications

- 8.4.1 Effective performance monitoring will enable the Council to minimise associated risks with the failure to achieve targets and deliver services at the required performance level.

8.5 Equality Implications

- 8.5.1 There are a number of equality related actions and indicators highlighted in the report including developing access to community services, tackling health inequalities and working with young people.

8.6 Links to Council's Priorities

- 8.6.1 There are a number of targets and performance indicators contributing towards the priorities of environment, recycling, access to services, health and well being, public services and Council Tax and local employment.

The Contact Officer for this report is Robert Beggs (719238).

NWCP Community & Environment Board 13/14

	Action	Priority	Reporting Officer	Update	Status	Direction
NWCP 015 11/12(1)	To ensure the successful delivery and completion of the European and Central Government funded LEADER programme, in partnership with WCAVA and the North Warwickshire Local Action Group and to produce an evaluation report on the programme by March 2014	Access to Services	Powell, Simon	The LEADER Programme ended on 31 December 2013 and all related funding has been spent (including the additional windfall allocation of £127,236). A programme evaluation has been completed. A Project Directory has been produced and distributed to all appropriate stakeholders and a celebratory event held in July attracted 80 people. Following the successful bid for Transition funding, the consultant is now working alongside Officers to draft a new Local Development Strategy ready to submit an application for funding to the next LEADER programme.	★ Green	➔
NWCP 016 11/12(1)	To continue to raise aspirations, attainment and skill levels through recognised vocational qualifications, volunteering and targeted activities and help members of the community to achieve national accreditations and report on progress by March 2014	Local Employment	Powell, Simon	A limited programme of activity has taken place due to the loss of the CDO (Young People and Inter-generation). Assistance has been provided to Polesworth School to organise a Careers Fair (which was also attended by Queen Elizabeth School students) on 02 April 2014. Coleshill School saw nine students gain Bronze and four students gain Silver Arts Award qualifications through the LNR Programme. Additional Arts Award qualifications are currently being progressed in conjunction with Polesworth School.	★ Green	➔
NWCP 017	To continue to take action to reduce the Council's carbon footprint and carbon emission in the Borough, in accordance with the Climate Change Strategy and Action Plan and to report annually in March on progress	Environment	Maxey, Steve	The Council has a draft Carbon Management Plan which includes a number of projects to reduce the Council's spend on energy.	★ Green	➔
NWCP 018 11/12(1)	To maintain the current high levels of street cleanliness to not less than 95%, targeting resources and working in partnership, where appropriate, and report quarterly	Environment	Dobbs, Richard	Latest survey in March 2014 scored 92% - despite resources being stretched due to a diversion of resources to temporarily support the new recycling scheme. Now the recycling service is up and running, street cleanliness is expected to improve still further	▲ Red	➔
NWCP 019 11/12(1)	The Council will continue to promote waste minimisation and increased recycling, as well as raising awareness of the problems of litter, fly-tipping and dog fouling using suitable enforcement measures, where appropriate, and report quarterly	Environment	Dobbs, Richard	The Council has concentrated recently on the promotion of recycling but the focus is likely to switch to other environmental issues such as waste minimisation and fly-tipping	★ Green	➔

	Action	Priority	Reporting Officer	Update	Status	Direction
NWCP 022 11/12(1)	To implement phase 6 of the North Warwickshire Green Space Strategy in accordance with its revised Action and Funding Plan and corresponding Management Plans for Parks, where appropriate, and report on progress by March 2014	Health & Well-being	Powell, Simon	Good progress has been made in respect of delivery of actions identified in the GSS within the prevailing capacity constraints. Management plans have been implemented at Abbey Green Park in Polesworth and Long Street Recreation Ground in Dordon, where the works were very well received in the local communities. Projects are in preparation for Kitwood Avenue Recreation Ground in Dordon and Bretts Hall Recreation Ground in Ansley Common.	 Green	
NWCP 023 11/12(1)	To complete delivery of the Local Nature Reserve Project, thereby ensuring appropriate designations at Abbey Green Park, Polesworth, Cole End Park, Coleshill, Dafferns Wood, New Arley, and Kingsbury Linear Park by October 2013	Health & Well-being	Powell, Simon	Project delivered on time. Local Nature Reserves are established at Kingsbury Meadow, Dafferns Wood, Abbey Green Park and Cole End Park. An active Friends Group has been set up at Dafferns Wood. An on-going Management Agreement with Warwickshire Wildlife Trust is in preparation to ensure a sustainable future management of the sites.	 Green	
NWCP 024 11/12(1)	In conjunction with potential key partners, to continue to advance proposals to replace Coleshill Leisure Centre with a facility that is accessible by the community on the site of The Coleshill School, and to report on progress every six months	Health & Well-being	Powell, Simon	The development and construction of an accessible facility to replace Coleshill Leisure Centre at The Coleshill School is slightly ahead of schedule. Regular reports are presented to both the Special Sub-group and the C&E Board.	 Green	
NWCP 028 11/12(1)	To continue to co-ordinate the sustainable multi-agency development of Wellness Matters, including its further progression into targeted outreach communities, the promotion of healthy lifestyles and raising levels of physical activity, in particular for children and young people, and to report on progress by March 2014	Health & Well-being	Powell, Simon	The One Stop Health Shop located at Atherstone Memorial Hall has attracted 118 people since opening in March 2013. The scheme is currently under review with a view to improving outcomes. The Food Co-op scheme is established in Baddesley Ensor, Birchmoor and Coleshill Community Hubs. Approximately 35 families are receiving fresh fruit and vegetables through the scheme each week. A previous scheme in Atherstone stopped due to a lack of volunteers.	 Green	

	Action	Priority	Reporting Officer	Update	Status	Direction
NWCP 029 11/12(1)	To continue to ensure compliance with the Council's statutory responsibilities as a partner and Compact signatory within the Warwickshire Safeguarding Children Board, including the need to undertake a review of the Child Protection Policy, and thereafter to implement its provisions accordingly, to carry out a mid-point audit of the Council's Section 11 Audit Action Plan, deliver the actions identified therein and, where appropriate, to co-ordinate all related activity alongside the need to safeguard adults and other vulnerable people in the community	Health & Well-being	Powell, Simon	Three WSCB Child Protection Courses for partners have been delivered by NWBC staff. The latest national "Working Together" Government guidance has been published and, in December 2013, WCC completed the re-view of local Safeguarding procedures. The consequent review of the Authority's Child Protection Policy is now progressing.	★ Green	➡
NWCP 030 11/12(1)	To continue to provide positive interventions to address anti-social and nuisance behaviour, including through targeted activities (eg Call4Sport, Activities4U, etc), and to report on progress by March 2014	Crime and Disorder	Powell, Simon	Very few anti-social behaviour issues were reported in Quarter 1, although there was a slight increase in Quarter 2. The diversionary project developed in Quarter 3 with Atherstone Boxing Club has not been as positive as was anticipated. Alternative arrangements are being discussed with Queen Elizabeth School. In Quarter 4, ASB escalated, particularly in the Atherstone area. Multi-agency tasking meetings have taken place. Diversionary projects led by WCAVA and PAYP have received funding from the Police and Crime Commissioner.	★ Green	➡
NWCP 055	To report annually on progress on the Customer Access Strategy, including the development of Community Hubs and the new Customer Relationship Access Solution by March 2014	Access to Services	Trahern, Bob	An update report was taken to the Community and Environment Board in March 2014 which included in its appendices the Municipal Journal submission for which the Council has been shortlisted as one of eight National finalists for its community hubs project to be announced in June 2014. The new Firmstep CRM system went live in January 2014 which will deliver a considerable ongoing revenue saving to the Council	★ Green	➡
NWCP 069(1)	To review and improve the manner in which the Council consults and engages with, and secures the involvement of, children, young people and their families within the development, management and delivery of services by December 2013	Health & Well-being	Powell, Simon	Although activity is limited due to the departure of the CDO (Young People and Inter-generation), a successful Local Democracy Week event took place at The Coleshill School on 16 October 2013, which was well attended by local young people and by Borough Councillors.	★ Green	➡

	Action	Priority	Reporting Officer	Update	Status	Direction
NWCP 081	To implement a new and improved recycling service in October 2013 alongside the new refuse service to improve the efficiency of the service and the Council's recycling rate and report by March 2014	Recycling	Dobbs, Richard	The new recycling service has been successfully implemented and is achieving very high levels of recycling and composting	★ Green	➔
NWCP 086	In accordance with approved Management Plans, implement improvement at Abbey Green Park in Polesworth, Long Street and Kitwood Avenue Recreation Grounds in Dordon, Speedwell Lane Recreation Ground and the Church and Community Hall Grounds in Baddesley Ensor by December 2013	Health & Well-being	Powell, Simon	Management plans successfully implemented at Abbey Green Park in Polesworth and Long Street Recreation Ground in Dordon. Works are also in progress at Speedwell Lane Recreation Ground and the Church and Community Hall Grounds in Baddesley Ensor and plans are in preparation for Kitwood Avenue Recreation Ground in Dordon.	★ Green	➔

NWPI Community & Environment Board 13/14

Ref	Description	Section	Priority	Year End Target	Performance	Traffic Light	Direction of Travel
NWLPI 007	The percentage of food premises inspections that should have been carried out that were carried out for high risk premises.	Env Health (C, L & HP)	Health and Well-being	100	100	 Green	
NWLPI 157	The percentage of food premises interventions that should have been carried out that were carried out for low risk premises	Env Health (C, L & HP)	Health and Well-being	100	100	 Green	
NWLPI 085	Swimming pools and sports centres: The net cost per swim/visit	Leisure Facilities	Health and Well-being	1.9	1.64	 Green	
NWLPI 086	Leisure Centres - Total income per visit	Leisure Facilities	Health and Well-being	2.47	2.36	 Red	
NWLPI 092	Customer satisfaction with Community Development activities	Partnership & Development	Health and Well-being	90	96.45	 Green	
NWLPI 094	Percentage of successful funding applications	Partnership & Development	Health and Well-being	80	100	 Green	
NWLPI 119	Number of collections missed per 100,000 collections of household waste (former BV88)	Refuse & Recycling	Recycling	25	181	 Red	
@NW:NI192	The percentage of household waste arisings which have been sent by the Authority for reuse, recycling, composting or treatment by anaerobic digestion.	Refuse & Recycling	Recycling	36	42	 Green	

Ref	Description	Section	Priority	Year End Target	Performance	Traffic Light	Direction of Travel
@NW:NI195a	The percentage of relevant land and highways that is assessed as having deposits of litter that fall below an acceptable level.	Streetscape	Environment	5	8	 Red	
NWLPI 140	Delivery of actions in the 10 year Green Space Strategy - % achieved	Landscape Management	Countryside and Heritage	46	32	 Red	
NWLPI 141	Delivery of actions in the 10 year Green Space Strategy - % in progress	Landscape Management	Countryside and Heritage	6	8	 Green	
NWLPI 111	% of Play Areas meeting BS/EN and DDA standards	Landscape Management	Countryside and Heritage	90	90	 Green	

Comments
<p>Previous reports to the C&E Board have highlighted concerns in relation to the generation of income within leisure facilities. Improvements to the facilities, price promotions and enhancements to the service offer are designed to address this issue.</p>
<p>Q3 - Total evaluations - 58/60</p> <p>Q4 - New evaluations for Walking Groups, One Stop Health Shop, Running Group and School Sport session - 78/81</p> <p>End of year total = 136/141 = 96.45%</p>
<p>One Successful LEADER Transition bid, three successful sports development related bids.</p> <p>Q4 addition = one successful Art Award bid and one successful Sport England Inspired Facilities bid (Hurley Daw Mill Sports Ground).</p> <p>6/6 = 100% success</p>
<p>The Council emptied nearly 2.5 million bins in 2013/14 with less than 0.2% missed. The figure has continued to fall since the introduction of the new service in 2013.</p>
<p>The recycling rate has increased significantly since the start of the new recycling service in October 2013 and continues to climb</p>

Comments
<p>Problems accessing major highway routes reduces the overall score, but of the 8% which fell below an acceptable standard, none scored C to D</p>
<p>Although short of the target, there has been a positive level of progress in delivering actions identified in the Green Space Strategy given the extent of the previously reported capacity available within the Landscape Management section.</p>
<p>Work is well in-hand on delivery of a number of actions that will be completed in 2014/15. This represents a good level of achievement given the extent of resources and capacity available.</p> <p>Trim Refs:</p> <p>2014/BR/007141 North Warwickshire Green Space Strategy Progress Report 2013/LC/006085 Green Space Strategy Action Plan Year 6 Report and Year 7 Roll Forward</p>
<p>The target has been met with the completion of new play facilities at Long Street Recreation Ground in Dordon.</p> <p>Trim Refs:</p> <p>2014/BR/007141 North Warwickshire Green Space Strategy Progress Report 2009/LC/002574 Play Area Sites List</p>