

CANNOCK CHASE DISTRICT COUNCIL
CULTURE AND SPORT SELECT COMMITTEE

29 NOVEMBER, 2006

REPORT OF THE ACTING HEAD OF ENVIRONMENTAL SERVICES

RAVENHILL TENNIS COURT PROVISION – UPDATE OF SCHEME PROGRESS

1. Purpose of Report

- 1.1 To update Members as requested of the status of the above project included in the 2006-07 Capital Programme within the Environment Select Committee's portfolio.

2. Recommendations

- 2.1 Members are requested to note the contents of this update report and the work programme (Annex 1).

3. Key Issues

- 3.1 Members received details of the approved expenditure of £41,000 on a Tennis Court in Ravenhill Park at its meeting.
- 3.2 It was also noted that this project will not commence until a Heads of Terms of Agreement, a draft of which has been sent to the Parish Council, is agreed and signed, and a legal agreement is drawn up between the two parties relating to the use and management of the Tennis Court.
- 3.3 At the time of writing this report the parties are still negotiating the Heads of Terms Agreement and until it is finalised the legal agreement cannot be drawn up.
- 3.4 The estimated costs produced for the scheme in April are no longer valid, as the quotation's validity was for 60 days and the Council will need to go out to tender. A work programme is attached for reference (Annex 1)

REPORT INDEX

Background	Section 1
Details of Matters to be Considered i.e. Options Considered, Outcome of Consultations etc.	Section 2
Contribution to CHASE	Section 3
Section 17 (Crime Prevention) Implications	Section 4
Human Rights Act Implications	Section 5
Data Protection Act Implications	Section 6
Risk Management Implications	Section 7
Legal Implications	Section 8
Financial Implications	Section 9
Human Resource Implications	Section 10
Conclusion	Section 11
List of Background Papers	Section 12
Annexes to the Report:	None

Section 1

Background

On 9 November, 2005, the three Ward Members for Brereton and Ravenhill met with officers to discuss the potential for a tennis court in Ravenhill Park using some Section 106 funding. The Section 106 funding (£25,000) had been approved by the Council for provision of a multi-use games area in Ravenhill Park on the 17 February, 2005. The Ward Members also requested that officers consider approaching the Lawn Tennis Association for a contribution and that the Parish Council had a £4,000 contribution. The Parish Council expressed an interest in collecting the fees on behalf of the District Council to avoid additional revenue costs associated with this task.

A further meeting was held on 27 January, 2006 at which a draft design/estimated cost (£43,400) was presented for discussion. A response had also been received from the Lawn Tennis Association indicating that they were not prepared to consider the scheme for funding as their was no justification for more tennis provision in Rugeley. Although this was in line with the PPG17 Study undertaken in 2004 to determine future open space provision, the Members pointed out that consultation carried by the Parish Council in 2005 indicated that 44.4% of respondents (239 respondents in total) indicated they would like to see a tennis court in Ravenhill Park. Planning approval for the scheme was received in April 2006.

Funding of £41,000 was approved by the Council on 22 February, 2006, making up the balance from £25,000 Section 106 funding.

In May 2006 the Council wrote to the Parish Council seeking confirmation that the Parish Council would enter into a legally binding agreement to collect fees and maintain the courts as a recreational facility.

The Parish Council responded on 8 June, 2006 but did not confirm their commitment to enter into such an agreement. The Council wrote again on 5 June and 18 July seeking an in-principle agreement.

The Parish Council responded on 15 July requesting additional Section 106 funding be sought to assist with maintenance and requested maintenance costs to inform their decision.

On 31 July, 2006 The Parks and Open Spaces Manager attended a Parish Council Meeting and discussed a Draft Heads of Terms to formalise the agreement. At this meeting the Parish Council enquired whether they could approach the Council's Grounds Maintenance Contractor; Glendale with a view to asking them to staff the Tennis Courts. As Ravenhill Park did not have a Tennis Court in when the contract was let and this would require an amendment to the contract and extra revenue costs. The Parish Council also asked for the opening hours of the park to be clarified. This was done and sent to the Parish Council on 17 August, 2006.

The Parish Council responded on 9 September, 2006 indicating that they wish to operate "the tennis court as it thinks fit during the opening hours of the park". Councillor R. Easton clarified that this was only in relation to winter hours. A revised draft Heads of Terms with this amendment was sent on 20 October, 2006.

Section 2

Details of Matters to be Considered

The individual project update to be considered are also outlined within the body of the report above.

Section 3

Contribution to CHASE

The additional sporting will further support the aim of the Council to develop a healthier and more active community. These facilities will enable greater use by local residents and local schools and colleges.

Section 4

Section 17 Implications

Where Planning Permissions have been granted or Planning Applications are required or pending, consultation is required with the appropriate Architectural Liaison Officer from Staffordshire Police.

Section 5

Human Rights Act Implications

Where there are pending Planning Applications, it is imperative that the Council adheres to its Policies and ensures that all applicants and others entitled to address the Planning Control Committee have a 'fair hearing' as required under Article 6 of the Human Rights Act 1998.

Section 6

Data Protection Implications

There are no identified implications in respect of the Data Protection Act.

Section 7

Risk Management Implications

Each project will have an individual Risk Assessment associated with it.

In general terms, the current risk to the Council of the scheme not being delivered within time is low.

Section 8

Legal Implications

Any agreement reached with regards the Heads of Terms must address key management and operational issues so that both parties clearly understand their respective obligations, duties and responsibilities. Matters such as insurance, indemnity, repair and maintenance, fees and charges, and termination, will all need to be agreed. Until the Heads of Terms are agreed, it will not be possible to draft an agreement relating to the tennis court. The agreement will address the finer details of the arrangements between the parties however will be governed by the Heads of Terms that are agreed.

Whilst a suggestion has been made that the Council's Ground Maintenance Contractor, Glendale, be approached with regards staffing the tennis court, the current contractual arrangements do not impose any such obligation/responsibility upon Glendale. The Council cannot unilaterally amend the contract with Glendale. Whilst the Council and Glendale can vary the grounds maintenance contract by mutual consent, it is extremely unlikely that Glendale will agree to taking on any responsibility for the tennis court without a revision of the current fees payable under the contract.

However, there is no restriction upon the Council or the Parish Council entering into a separate agreement with Glendale or another with regards staffing the tennis court. However, regard will need to be had to the financial implications of such a course of action and which party would be liable for the same. In view of current proposals suggesting that the Parish Council retains the fees and charges generated by the tennis court, the Council should bear this important issue in mind if it decides to enter into a separate contractual relationship with a third party concerning any operation issues relating to the tennis court.

Whilst the Parish Council would also be free to enter into a contractual arrangement with another party for the maintenance/operation issues concerning the tennis court, the Council should give careful consideration to underwriting or agreeing to jointly enter into any such contractual arrangement. The Council could expose itself to considerable financial liability.

Consideration should also be given to how the Council intends to manage the tennis court should the Parish Council no longer wish to manage it. Clearly, should insurance and operational terms be agreed with the Parish Council, the Council will need to consider and make alternative arrangements/provisions if the tennis court facility is to be maintained. At this time, there is very little evidence, if any, upon which any projected revenue can be forecasted.

Given the value of the project being in excess of £40,000, the letting of the construction contract must be in accordance with the Council's Contract Procurement Rules. The construction of the tennis court must be put out to tender. Failure to do so may expose the Council to challenge.

Section 9

Financial Implications

As stated in the background section of this report a budget of £41,000 was approved by the Council in March, 2006.

Section 10

Resource Implications

The implementation of this scheme are being dealt with via Environmental Services.

Section 11

Conclusion

That Members consider the contents of the update report, and note the current position in respect of the scheme.

Section 12

Background Papers

Cabinet – Report of Section 106 PAT – 17/2/05

Annexes

1. Work Programme.

ENCLOSURE 5.1

RAVENHILL PARK - TENNIS COURT
Work Programme

Jan 06

Item	Description	Duration																													
5.0 Planning Permission																															
5.1	Prepare scheme for planning permission	1 week																													1
5.3	Submit scheme for planning permission	8 weeks																													2 - 9
6.0 Tender procedure																															
6.1	Prepare detailed scheme for tender purpose	3 days																													10
6.2	Produce Bills of Quantities and specification	2 days																													11
6.3	Produce risk assessment and Health and Safety plan	1 day																													11
6.5	Send project out of tender	3 day																													11
6.6	Receive Tenders and open as appropriate	1/2 day																													12 - 15
6.7	Produce tender report for the Client	1/2 day																													16
6.8	Prepare contract for Client and contractor	1/2 day																													16
6.9	Obtain Client approval	1/2 day																													16
7.0 On site works																															
7.1	Copy documents and prepare for pre start meeting	1 day																													16
7.2	Lead in time for contractor	2 weeks																													17 - 18
7.3	Arrange pre start meeting	1/2 day																													19
7.4	Revise drawings, specification, risk assessments	1/2 day																													20
7.5	Carryout site inspections (Once per week)	4 days																													19 - 22
7.6	Prepare and do instructions and valuations	1 day																													19 - 22
7.7	Prepare for practical completion meeting	1/2 day																													23
7.8	Organise and arrange practical completion meeting	1/2 day																													23
7.9	Carryout snagging and remedial	1/2 day																													24
7.10	Hand site back to Client	1/2 day																													25
8.0 Maintenance / Establishment																															
8.1	Arrange for maintenance of site for period as specified	1/2 day																													26
8.2	Revise drawings, specification, risk assessments	1/2 day																													26
8.3	Visit site and report back to Client (Once per month)	12 days																													26 - 78
9.0 Project completion and handover																															
9.1	Arrange for final completion meeting with contractor	1/2 day																													78
9.2	Organise and arrange final completion meeting	1/2 day																													78
9.3	Do all paperwork, for final account	1/2 day																													78
9.4	Hand Health and safety file to Client	1/2 day																													78
TOTAL																															78