

CANOCK CHASE DISTRICT COUNCIL

CABINET

20TH MARCH 2008

RESPONSIBLE PORTFOLIO LEADER – CHILDREN & YOUNG PEOPLE

REPORT OF DIRECTOR OF ORGANISATIONAL DEVELOPMENT

REPLACEMENT ATHLETICS TRACK AND OTHER SPORTING FACILITIES AT BLAKE VALLEY TECHNOLOGY

COLLEGE PLUS COMPENSATORY PITCH PROVISION

1. Purpose of Report

- 1.1 The purpose of this report is to update Cabinet on the replacement athletics track and other sporting facilities at Blake Valley Technology College (BVTC) and the compensatory playing pitch provision which Sport England require as conditions for the Council to proceed with the planning consent for the Pye Green Road Stadium site; to approve delegated authority to proceed with procurement as described and to approve the submission of a further report to Council as per minute 28 of the 27 June 2007 Council meeting.

2. Recommendations

Cabinet are asked to note the following:

- 2.1 The Option B2 Design Layout Plan for the provision of replacement athletics track and other sporting facilities at Blake Valley Technology College (BVTC)
- 2.2 The full capital and revenue financial implications of the Option B2 scheme; including the 'sinking fund' requirement from Sport England for Artificial Turf Pitch surface replacement
- 2.3 The contents of the Heads of Terms between Cannock Chase Council, Staffordshire County Council and the Blake Valley Technology College Governing Body locating the athletics track and other sporting facilities at Blake Valley Technology College.
- 2.4 The capital and revenue costs and locations of compensatory playing pitch provision consistent with the Council's Playing Pitch Strategy and Sport England requirements.
- 2.5 The estimated costs of all interim arrangements for the Cannock and Stafford Athletics Club and the football teams that currently use the football pitches located on the Pye Green Road stadium site to cover the period until the new proposed facilities are available in 2009.

Cabinet are asked to approve the following:

- 2.6 To delegate authority for officers to proceed with the procurement processes for the replacement athletics track and other sporting facilities at Blake Valley Technology College and the compensatory pitch provision at Heath Hayes Park and Hednesford Park subject to no contract award being made until the final determination by Council of the locations for compensatory provision.
- 2.7 That a further report is submitted to Council as per minute 28 of the Council meeting held on 27 June 2007 to recommend whether the locations identified in this report for compensatory sports provision should be approved or whether alternative location(s) should be pursued instead.

3. Key Issues

- 3.1 Cabinet determined at its meeting in February 2007 that Blake Valley Technology College is the preferred site for a replacement athletics track for the District due to the planned sale of the current Pye Green Rd Stadium site to finance the delivery of the Leisure strategy. Since then, officers of the Council have been working with Staffordshire County Council, Blake Valley Technology College and a specialist sports construction consultancy to identify and agree the key elements of the proposed scheme. Officers of the Council have also been working on the requirements of Sport England in respect of compensatory provision issues.
- 3.2 This report sets out the key proposed elements of the scheme for Blake Valley Technology College and other issues in respect of compensatory pitch provision. The alternative facilities are a specific Sport England requirement and a condition placed on the granting of planning consent for the Pye Green Rd Stadium site.
- 3.3 The elements of the BVTC scheme include the agreed Option B2 Design plan, the capital costs of establishing the facilities, the revenue costs for managing community use and the Heads of Terms agreement governing dual use of the facilities and other matters.
- 3.5 Proposed locations and the capital and revenue implications for compensatory playing pitch provision are set out in the report; this is a specific Sport England requirement controlled through a condition placed on the granting of planning consent for the Pye Green Rd Stadium site and in any S106 agreement. The location(s) for this compensatory provision is a matter reserved for Council as determined in June 2007.
- 3.6 The issues and potential costs associated with interim arrangements for Athletics and Football activities between the closure of the Pye Green Rd stadium and the opening of new facilities are set out. This is a specific Sport England requirement and a condition placed on the granting of planning consent for the Pye Green Rd Stadium site.
- 3.7 The estimated capital cost of establishing the Athletics track and other sporting facilities at BVTC is £3,341,516 inclusive of project management and Sport England recommendations on Option B2. The estimated capital cost for compensatory playing pitch provision consistent with Sport England requirements and the Playing Pitch strategy is £1,270,000. The total level of capital investment required for these new facilities is £4,611,516.
- 3.8 The revenue costs for operating the community use facilities at BVTC are £64,590 in the first year rising to £80,810 by year 3 to ensure sufficient provision for maintenance and replacement of equipment. The revenue costs for additional grounds maintenance is £15,000 per annum.
- 3.9 Approval is sought to delegate authority to officers to commence the procurement processes for the replacement athletics track and other sporting facilities at Blake Valley Technology College and the compensatory playing pitch provision whilst noting that the scheme location(s) are reserved for Council decision in due course.
- 3.10 Minute 28 of the Council meeting held on 27 June 2007 requires that “following investigation of further options for the siting of Sports/ Leisure facilities, any decision be submitted to full Council prior to any final decision on the location being made by Cabinet”. Therefore, a report needs to be submitted to Council to determine the final locations for compensatory sports/leisure facilities. This report would also need to seek approval to vary the agreed capital programme for compensatory provision.

- 3.11 Negotiations continue with Sport England in the meantime to clarify the specific details of the planning conditions to ensure that all implications are explicit and deliverable.

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Section 1**Background**

The Council has resolved that the provision of leisure facilities in the future should be based on high quality provision throughout the District providing new, not 'patch and mend', with the aim of providing better value for money, increased customer satisfaction and increased participation. A report to Cabinet and to the Culture and Sport Select Committee in September 2005 identified the need to consolidate and develop leisure facilities in two sites in the district, Cannock Leisure Centre site and Rugeley Leisure Centre site. The same strategy identified the need to dispose of the land at Pye Green Road stadium site and to use the funding from this disposal to fund the development of the two other sites. Consolidating the facilities on only two sites will potentially result in a saving to revenue costs as fewer staff will be needed to staff fewer leisure facilities.

The sale of the Pye Green Road stadium site to fund leisure facilities was agreed by Cabinet on 14th December 2006. Subject to an appropriate planning consent, the sale is due for financial completion currently in May 2008. In 22nd February 2007, Cabinet agreed that the replacement athletics track and other sporting facilities should be located at Blake Valley Technology College and the project was subsequently included in the capital programme for 2007 – 2008 with a budget of £2.1million. Cannock Chase District Council officers have been in discussion with the Governors and Headteacher of Blake Valley Technology College and officers from Staffordshire County Council that have led to a final design (Option B2) for the athletics track and other sporting facilities and a Heads of Terms Agreement.

Sport England has now removed its objections to the outline planning application for the stadium site based on the following conditions:

- Development not starting on the Stadium site until a scheme has been agreed for the provision of replacement athletics track and sporting facilities to be opened within 12 months of the closure of the Pye Green Road stadium
- The Pye Green Road stadium and grass pitches will not close until a Temporary Relocation Scheme for the existing sports clubs has been submitted to the Local Planning Authority
- A Section 106 Agreement is put in place that includes £3,250,000 to be designated from the capital receipt of the sale of the Stadium to be set aside for the capital cost of replacing facilities at Blake Valley Technology College; within 3 months of signing the agreement the plans for the replacement facilities be submitted and approved by the Local Planning Authority; a joint use agreement between Cannock Chase District Council, Staffordshire County Council and Governors of Blake Valley Technology College has been approved by the Local Planning Authority within 6 months of the S106 Agreement being signed; an alternative site proposed for replacing the athletics track and other sporting facilities will be equivalent or better in quality, quantity, accessibility and capable of delivery within 18 months of the closure of the stadium site; a sum of £1,270,000 is set aside from the capital receipt from the sale of the stadium site to provide compensatory playing pitch provision and within 3 months of the signing of the agreement a detailed scheme will be submitted and approved by the Local Planning Authority for a synthetic turf pitch for Cardinal Griffin School (funded from ASDA Section 106 agreement).

The Local Planning Authority resolved to grant outline planning permission for the construction of houses and open space on the stadium site subject to 'Call In' by the Government Office. The proposed decision will be forwarded to Government Office West Midlands (GOWM) for them to

determine if the application will be 'called in' for decision by the Secretary of State rather than the Council as LPA. Delays in taking this decision by GOWM may delay the sale. The capital receipt from the sale of the Stadium site needs to fund the replacement athletics track and other sporting facilities, Chase Leisure Village including the cost of replacing the Prince of Wales Theatre, and compensatory playing pitches. Therefore, it is imperative that the capital receipt from the stadium sale is such that it covers the cost of all these developments.

Section 2

Details of Matters to be considered

The specific proposals are as follows:

3. Key Issue – Replacement Athletics Track and Other Sporting Facilities at Blake Valley Technology College – Full Financial Implications and Delivery

3.1 A Feasibility Study was undertaken in the autumn of 2007 assessing the suitability of locating the following at Blake Valley Technology College:

1 No x 8 lane Athletics track with 1 No X 10 lane straight and training related floodlighting, long, high and triple jumps, discus, shot and javelin areas.

1 No x senior grass football pitch in the centre of the track

2 No x junior grass football pitches

1 No x equipment store

1 No x grandstand without an undercroft

1 No x full sized sand filled Artificial Turf Pitch (ATP) (with floodlighting)

2 No x Multi-Use Games Areas (MUGAs) plus fencing

Resurfacing of 3 No x remaining tennis courts plus fencing replacement

1 No x Community Entrance or Extension

Associated access roads, footpaths, landscaping and infrastructure.

3.2 The Feasibility Study contained three design options with different locations for the ATP but with the athletics track located at the lower end of the College playing fields in each design, and an entrance from Marston Road. The estimated capital cost was £2,159,399.

All three options were considered inappropriate by the Head Teacher of the College and by officers from Staffordshire County Council due to concerns about security and access to other parts of the College site. A fourth design, Option B2, was then designed to specifically include the requirements of the College (Annex 1). This included a grandstand containing changing rooms for community use, a meeting room and toilets as well as a community entrance from Stanley Road, MUGAs located close to the athletics track and fencing segregating the facilities

and ATP from the rest of the College grounds (to increase security of the College site). It also excluded upgrading of the College tennis courts.

- 3.3 The estimated capital cost of Option B2 is £3,341,516. The revenue costs of operating the proposed facilities for community use times at Blake Valley Technology College are £64,590 in the first year rising to £80,810 by year 3 to ensure sufficient provision for maintenance and replacement of equipment. Cannock Chase Council needs to provide all these capital and revenue resources for this project to proceed.
- 3.4 The known capital and revenue costs of the Blake Valley Technology College sporting facilities are as follows:

Full Financial Implications of Option B2 Design with SE amendments***:

BVTC SCHEME	Costs (£)	Running Total (£)	Subtotal (£)
Capital			
Full design and construction costs	2,908,500	2,908,500	
CCDC Project Management requirement	85,000	2,993,500	
New Equipment	60,000	3,053,500	
Additional Costs (Sport England Architect's Recommendations)***	288,016	3,341,516	3,341,516
Revenue for managing BVTC facility			
Year 1	64,590		
Year 2	76,710		
Year 3	80,810		
Revenue 'Sinking Fund' for ATP surface replacement			
£30,000 per annum for 12 years			

*** Sport England has undertaken an independent assessment from a Consultant Architect on the Option B2 design and its suitability for purpose. The architect's recommendations suggest that a further £288,000 is likely to be required to ensure the design is fit for purpose especially in relation to alterations to the grandstand design, coach parking, car parking, links to the Cannock CCTV network and appropriate level of construction contingency.

- 3.5 Members also need to note the Sport England requirement for a revenue 'Sinking Fund' for the Artificial Turf Pitch replacement at BVTC. This is not normally a part of our planning for capital schemes; however, it is a specific Sport England requirement to be controlled through the S106 agreement associated with the granting of planning consent for the Pye Green Rd Stadium site.

Subject to Council decision, it is planned that the construction will be complete by August 2009 with a public opening by September 2009. This timetable is subject to the timely delivery of the key milestones set out in Annex 3.

4. Key-Issue – The Heads of Terms for locating the athletics track and other sporting facilities at Blake Valley Technology College

- 4.1 Heads of Terms have been drafted to secure agreement with the Governors of Blake Valley Technology College, Staffordshire County Council and Cannock Chase District Council (Annex 2). Staffordshire County Council officers have agreed in principle that Cannock Chase District Council may Lease the land at Blake Valley Technology College.
- 4.2 The Lease will be based on the Heads of Terms once these are agreed by all parties and will include arrangements for dual use. The Heads of Terms covers what will be included in the sporting facilities at Blake Valley Technology College, the revenue contributions by Cannock Chase District Council to the running of the facilities and the responsibilities for managing the facilities in school and community use time (Annex 2).
- 4.3 Written confirmation has been received from the relevant officer that Staffordshire County Council's Cabinet has agreed the Heads of Terms at its meeting on 20th February and the call in period for this decision has now expired. Issues have been raised in respect of potential highways issues which will require further examination as part of the detailed planning scheme and there are potential additional costs not identified at this stage. The County Council's financial contribution to this scheme is identified as the 50 year lease for the relevant part of the BVTC as the landlord of this site.
- 4.4 The Governing Body of Blake Valley Technology College has considered an earlier version of the agreement and raised a number of issues which have now been addressed in the final draft Heads of terms. The Governing Body have yet to consider this final version. There are no capital contributions being offered to establishing these sporting facilities on the BVTC site.

5 Key Issue – The locations and costs of compensatory playing pitch provision.

- 5.1 As a result of the sale of the Pye Green Road stadium site and the location of the proposed facilities at Blake Valley Technology College there will be a loss of 5 grass football pitches during the 2008/09 financial year as follows:

Pye Green Road, stadium site – 3 adult grass football pitches (includes one pitch in the centre of the current athletics track) and Blake Valley Technology College - 2 junior grass football pitches due to relocation of the athletics track.

Subject to the sale of the Pye Green Road, stadium site and a Council decision to be taken to move forward on the preferred location of the replacement athletics track and other facilities at Blake Valley Technology College, the following will compensate for the loss of the 5 football pitches above and provide additional gains:

- 1 new adult grass football pitch at Blake Valley Technology College as per Option B2 design plan
- Improve the quality of 2 other existing junior pitches Blake Valley Technology College by improved drainage. This provision has been costed and planned through Option B2

- At Heath Hayes Park – 3 additional adult grass pitches on this site, making a total of 5 pitches. Changing room facilities will also be established (to replace those lost from the stadium site).

The establishment of a football centre at Heath Hayes Park is a priority development already identified and approved by Cabinet in July 2007 when the Playing Pitch Strategy was approved subject to resources being identified. The cost of the 3 additional football pitches is £225k (using Sport England unit costs of £75k per pitch). The cost of the changing room facilities to support up to 8 football teams on this site is £850k (using Sport England unit cost norms). The total of this option, including signage and landscaping is £1.2m. Revenue commitment for grounds maintenance on this site is estimated at £15,000 per annum. The source of funding for this development is a combination of part of the capital receipt from the sale of the Festival Stadium, Pye Green Road site and a proposed bid to the Football Foundation. Delivery (subject to an adequate level of capital receipt from the sale of the Pye Green Rd Stadium site and Council decision on location) would be in the financial year 2009/10.

As part of the Option B2 design plan, provision has been made for an Artificial Turf Pitch (ATP) for both school and community use. This pitch is to compensate for the ATP that was planned for the Festival Stadium Site and to compensate for the loss of one grass pitch at Blake Valley Technology College. This is a new facility that does not exist at the current time.

Pitch Improvements at Hednesford Park (Rugeley Road) (also approved by Cabinet in July 2007 as part of the Playing Pitch Strategy) will involve improvements to surface levels, drainage, grass covering and ongoing maintenance at a cost of £45,000 to three pitches.

5.2 The cost of compensatory provision is as follows (refer to Annex 4):

Signage and landscaping (per document)	125,000
Project management	25,000
Pitch improvement - Hednesford Park	45,000
Improvement of two Junior pitches (provision in BVTC project)	0
Establishment of 3 new grass pitches (Heath Hayes Park)	225,000
Building changing accommodation	850,000
1 New grass football pitch (included in new facility costing)	0
	<u>1,270,000</u>

Note: - The costings included above relate to Sports England unit costs.

5.3 Compensatory playing pitch provision is a critical element in addressing the conditions required by Sport England and identified to the Planning Control Committee as one of the conditions for planning consent. These proposals meet Sport England conditions and are consistent with previous Cabinet decisions and priority developments set out in the Playing Pitch strategy approved in July 2007.

6 Key Issue - The costs of all interim provision arrangements for the Cannock and Stafford Athletics Club and the football teams that currently use the football pitches located on the Cannock Sports Stadium site.

- 6.1 The Pye Green Road football pitches will no longer be available for team use from May 2008 (end of current football season) and the athletics track will be closed in July 2008. Another of Sport England conditions for planning consent to be granted for the Pye Green Rd stadium site is that the Council ensures that interim arrangements are made to protect existing athletics and football activities.
- 6.2 The Cannock and Stafford Athletics Club use the Pye Green Road stadium twice a week for training throughout the year and for competition use 3 or 4 times per annum on Saturdays or Sundays.
- 6.3 Belt Road FC and Prairey Farm FC use the playing pitches at the Pye Green Road on alternative Sunday mornings and Cannock Town juniors play on the pitches on a Sunday afternoon.
- 6.4 As the Pye Green Road stadium site is expected to be sold during May 2008 and the replacement athletics track will not be completed until August 2009, there will be a 14 month gap in provision of an athletics track in the district. Therefore, the Cannock and Stafford Athletics Club will have no facilities in Cannock in which to train and compete. Discussions have taken place with the Chairman of the Athletics Club concerning the gap in the provision of facilities and the Club has discussed these issues at an Emergency Meeting in February 2008.
- 6.5 The Athletics Club has been invited to identify what support they would need during this break in provision. They have responded by letter on 20 February 2008 confirming that they wish our practical and financial support to minimise the consequences of a break in provision and that they wish to work closely with the Council on the replacement Athletics facilities. A meeting has been held on 4 March 2008 to discuss the detail of what this might entail and a further meeting has been arranged for 1 April to define the detail of these interim arrangements following appropriate consultation with coaches of the different disciplines.
- 6.6 The interim provision for football pitches will be to create three temporary additional pitches, one each at Ironstone Road, Laburnum Avenue and Lower Road for use by Belt Road FC, Prairey Farm FC and Cannock Town Juniors. The Council's current booking policy identifies all three teams as longstanding current users and so assurance can be given that compensatory pitch provision for these teams will be provided for the 2008/9 football season.
- 6.7 At the current time, it is proposed that £25,000 is set aside to cover the anticipated costs of all these interim arrangements.

7. Key issue – Capital receipt for the sale of the Pye Green Road stadium site

- 7.1 Subject to an appropriate planning consent, the sale of the Pye Green Road stadium site is due for completion in May 2008.
- 7.2 Due to the increase in capital and revenue costs associated with the replacement athletics track facilities and compensatory provision consideration will need to be given to whether the capital receipt from the sale of the Pye Green Road stadium site is sufficient in view of the identified commitments in the Leisure Strategy. The cost of providing replacement facilities and compensatory facilities that meet the requirements of Sport England, Staffordshire County Council and the Governors of Blake Valley Technology College is:

Total Build and Compensatory Provision Costs

Option B2 Blake Valley Technology College	£3,341,516
Sports England Requirements for playing pitches	£1,270,000
<u>Total</u>	<u>£4,611,516</u>

- 7.3 Should the level of capital receipt be insufficient, further consideration would need to take place in respect of overall affordability of the current commitments in the Council's Leisure Strategy including consideration of alternative locations for compensatory provision.
- 7.4 Should the capital receipt be sufficient, a report would need to be considered by Council to amend the capital programmes (General Fund and S106) and to formally consider the location(s) identified in this report.
- 8. Key Issue - Procurement of Consultant Architectural Services to Lead on the Blake Valley Technology College Project and for Compensatory Pitch Provision**
- 8.1 The value of the development work for the replacement athletics track and other sporting facilities is such that the cost of the services provided by the architect and his team will be above the level at which tendering for these services must be done in line with the Council's procurement guidelines and with legislation on the EU Directive on Public Procurement, 2005.
- 8.2 In order to meet EU Directive timelines and maintain current timetable for construction in 2009, the tendering process for the Lead Consultancy services must be started within a week after Cabinet have received this report. Cabinet is asked to delegate authority to commence this process which involves advertising in the Official Journal of the European Union and issuing design plan and other information to interested contractors.
- 8.3 No financial commitments will be made by officers in pursuing this procurement process as the decision in respect of the final location(s) rests with Council and will be the subject of a separate report. The commencement of the procurement process preserves the proposed timetable for construction of the athletics track and other sporting facilities during 2009.
- 8.4 The value of the development work for the compensatory pitch provision is £1,270,000. A tender exercise will be necessary and this needs to commence as soon as possible after the sale of the Pye Green Rd Stadium site to allow adequate time for the work to be undertaken. No financial commitments will be entered into by officers as per 9.3.

Section 3

Contribution to CHASE

New leisure facilities will further support the aim of the Council to develop a healthier and more active community. The proposed leisure facilities here will enable greater use by local residents, schools and colleges.

In particular, one of the Council's objectives is to increase participation in sports and recreation facilities by an additional one percent each year. This is also consistent with principles adopted by Sport

England within their Regional Delivery Plan. It is considered that the investment in the new leisure facilities outlined here will promote the achievement of this target.

Section 4

Section 17 Implications

There are no identified implications in respect of Section 17 at this stage.

Section 5

Human Rights Act Implications

There are no identified implications in respect of the Human Rights Act 1998 arising from this report.

Section 6

Data Protection Implications

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

Section 7

Risk Management Implications

The following major risks have been identified

- Highways issues raised by Staffordshire County Council Cabinet could add further cost to the Blake Valley Technology College project if significant changes were required to access / exit routes.
- Planning conditions required by Sport England for development of replacement athletics track provision and compensatory playing pitch provision could delay the timetable.
- Financial completion of the sale of the Pye Green Road stadium site does not take place as per timetable or capital receipt is not adequate for overall strategy.

Section 8

Legal Implications

The General Disposal Consent (England) 2003 gives a Local Authority, under the powers conferred on it by Local Government Act 1972, section 123, consent to the disposal of land in specific circumstances namely where,

- a) the local authority considers that the purpose for which the land is to be disposed is likely to contribute to the achievement of any one or more of the following objects in respect of the whole or part of its area, or of all or any persons resident or present in its area;
1. the promotion of improvement of economic well being
 2. the promotion or improvement of social well being

3. the promotion or improvement of environmental well being **and**;
- b) the difference between the unrestricted value of the land to be disposed of and the consideration for the disposal does not exceed £2,000,000 (two million pounds).

Consideration and regard must therefore be had to the above provisions when determining the minimum receipt the Council is prepared to accept in relation to the Pye Green Road Stadium site ('Stadium Site').

The Council must comply with all the conditions imposed by the Planning Committee, which includes those conditions specifically stipulated by Sport England. The planning conditions are binding unless varied by application, which would require consultation with Sport England and the publishing of the application.

The Council has entered into binding Heads of Terms with the Staffordshire County Council and Blake Valley Technology College. The Heads of Terms deal with key operational and managerial factors and address other financial and legal obligations, duties and liabilities. The parties to the Heads of Terms have agreed to enter in a more formal agreement (which shall incorporate the provisions of the Heads of Terms) within six months of entering into the Heads of Terms. The parties do however (under the Heads of Terms) have the option to withdraw from negotiations concerning the provision of sporting facilities at Blake Valley Technology College without penalty/liability. However, this position could change depending upon the any subsequent agreement that is reached.

Compliance with the planning conditions would also subject the Council to inevitable contractual and financial liabilities regarding compensatory pitch provision. In addition to this, appropriate arrangements would need to be made and agreements reached for the construction and operation/management thereof, which are likely to lead to further legal and financial obligations, duties and responsibilities being imposed upon the Council.

With regards the appointment of consultant architectural services, as referred to within the report, and other related/associated appointments giving effect to Option B2 or the alternative (as set out within this report), must be in accordance with the Council's Contract Procedure Rules and where applicable, The Public Contract Regulations 2006 ('EU Rules'). The EU Rules require specific steps to be undertaken within prescribed timescales. Regard must therefore be had to the EU Rules and sufficient time allowed for the tender process to be complied with relevant time periods. Failure to comply with the Council's Contract Procedure Rules and the EU Rules exposes the Council to the risk of challenge, financial liability and potentially unnecessary delay in the project's completion.

Section 9

Financial Implications

The Financial implications of the replacement athletics track at Blake Valley Technological College and compensatory pitch provision have been addressed throughout the report but can be summarised as follows.

The costs of undertaking the Procurement of Consultant Architectural Services to Lead on the Blake Valley Technology College Project and for Compensatory Pitch Provision can be contained within existing budgets No financial commitments will be made by officers in pursuing this procurement process as the decision in respect of the final location(s) rests with Council and will be the subject of a separate report.

Provision of £2.1m exists within the capital programme for the Replacement of the Athletics Track etc whereas provision of £20.4 million exists for Future Leisure facilities. Subject to the outcome of further discussions with Sport England the proposals as contained in the report will be subject to Section 106 requirements. This will necessitate Council amending the General Fund capital programme and approving the schemes for inclusion in the Section 106 programme Adjustments to the capital programme for Future Leisure facilities agreed by Council would also be required and this would be contingent on an adequate level of capital receipt received from the sale of Pye Green Rd site.

The revenue budget identified for the management of the proposed facilities at BVTC during community use is only indicative at this stage and may be subject to change e.g. finalisation of Heads of Terms, changes in business rates etc. Provision of £47,000 currently exists in the revenue budget for the running costs of a replacement track and subject to final approval of this scheme a supplementary estimate of £34,000 would be required in a full year; this is without the costs of any 'sinking fund' as required by Sports England for ATP surface replacement.

Members need to consider the principle and financial consequences of meeting the Sport England requirement to establish a 'sinking fund' to replace the proposed ATP surface at BVTC. This means that the Council will need to set aside £30,000 per annum from revenue for 12 years which, with interest, should be sufficient to maintain this to the acceptable standard. The provision of a sinking fund is contrary to both Council policy and best practice.

The full financial implications of the final proposals for the replacement athletics track at Blake Valley Technology College and the compensatory pitch provision will be contained in the report to Council on the location(s) for compensatory sports provision.

Section 10

Human Resource Implications

The closure of the Festival Stadium site results in the deletion of a small number of posts. As a result of ongoing discussion regarding the site the employees affected have been allocated to temporary re-deployment situations pending closure of the site. Upon closure their substantive posts become redundant and whilst it is hoped that permanent re-deployment opportunities will be found any failure to identify suitable re-deployment may result in the redundancy of the post holders.

Section 11

Conclusion

That the information contained within this report be fully considered by Cabinet in respect of the development of replacement athletics track provision and compensatory playing pitch provision as required by Sport England.

Section 12

Background Papers

Previous Cabinet and Council reports on the Leisure Strategy and the sale of the Pye Green Rd Stadium site.

Option B2 Design Plan for Blake Valley Technology College produced by the Sports Construction Consultancy.

Annexes

Annex 1 – Blake Valley Technology College – Option B2 Design: Site Layout Plan

Annex 2 – Heads of Terms for Replacement Facilities at Blake Valley Technology College

Annex 3 – Milestone Dates for Athletics Track and Other Sporting Facilities at Blake Valley Technology College

Annex 4 - Playing Pitch Compensatory Provision Summary

Annex 1: Blake Valley Technology College -Option B2 Design: Site Layout Plan –.

Annex 2:**HEADS OF TERMS****Athletics Track and Sporting Facilities
At Blake Valley Technical College Site****1. Scope**

- 1.1 These Heads of Terms set out the main principles of a proposed agreement between Cannock Chase District Council (the 'District Council') Staffordshire County Council (the 'County Council') and Blake Valley Technical College (the 'College') (collectively referred to as the 'Parties') relating to the proposed development of various sports facilities at the College.
- 1.2 The Parties intend to negotiate and (subject to obtaining appropriate authority from their respective Cabinet or Board of Governors) execute a fully written agreement (the 'Agreement') no later than six months from the date on which they sign these Heads of Terms.
- 1.3 The Parties intend that the Agreement will include provisions based on the principles of these Heads of Terms and other provisions as may reasonably apply to ensure the effective and timely operation and maintenance of the Facilities.
- 1.4 Any Party may withdraw from the negotiations without incurring any liability to the other Parties, at any time prior to the execution by the Parties of the Agreement.
- 1.5 Without Prejudice to the foregoing these Heads of Terms and attendant negotiations shall cease to have effect if any of the following occurs:
- the sale of the Cannock Sports Stadium does not proceed;
 - the District Council considers it appropriate, having regard to all relevant financial factors and considerations, to amend its current Leisure Strategy;
 - planning permission in respect of the proposed development at the Stadium site is refused;
 - Any Party reasonably considers that the Development in relation to their position no longer remains viable.
- 1.6 As appropriate the foregoing points may appear as Conditions Precedent in the Agreement.

2. Definitions

- 2.1 The following terms shall have the meanings as set out below:

Athletics Track	comprising 8 lane athletics track and 10 straight lane and associated track and field facilities
College	Blake Valley Technical College
College Use	use of designated areas within the Facilities by the College during times set out in Schedule I

Community Use	Use of the Facilities during those times set out in Schedule I
County Council	Staffordshire County Council
Development	the development of land at Blake Valley Technical College on which the facilities are to be constructed
District Council	Cannock Chase District Council
Equipment/Facilities Schedule	that checklist set out in Schedule II
Existing Users	any person, club, association, body (incorporated or unincorporated) who have, during the 2 years preceding the date of the Agreement, used the athletic facilities at the Site
Facilities	comprising the Athletics Track and Sports Facility development referred to and detailed in the Feasibility Study
Feasibility Study	the study dated the 13 th December 2007 prepared by The Sports Construction Consultancy and entitled Cannock Chase Athletics Track Relocation and Sport facility Development Plans for Blake Valley Technical College Option B2.
Land	that land edged red on the attached Plan
MUGA	Multi Use Games Area
Nominated Representative	those persons duly authorised by the respective Parties to act as the initial contact point and liaison officer with regards to the performance of the Agreement and in particular all operational issues
Normal Operating Procedure (Otherwise 'NOP')	the detailed Normal Operating Procedure agreed between the Parties which shall include appropriate and recognised good practices relating to the operation and Management of the Facilities
Outdoor Inspection Schedule	the checklist set out in Schedule IV
Parties	the County Council, the District Council and the College
Pricing Schedule	a list of those charges recoverable and payable to the Parties or as is applicable to one Party.
Site	That land, buildings and facilities known and referred to as the Festival Stadium situated at Pye Green Road, Cannock.

3. Development proposal

- 3.1 The Development will be located at the College and comprise the Facilities set out in the Outline Specification of the Feasibility Study undertaken and produced by The Sports Construction Consultancy, entitled 'Cannock Chase Athletics Track Relocation and Sport Facility Development Plans for Blake Valley Technical College Option B2'.

4. Lease

- 4.1 To facilitate the Development, the County Council agrees to enter into a Lease with the District Council in respect of the land identified and edged in red on the Plan annexed hereto (Annex 1) at the College, such Lease to be for a minimum 50 years duration commencing from the date of practical completion of the Facilities.
- 4.2 The Lease will be at a peppercorn rent.
- 4.3 The County Council and College shall allow for such access, grant any such rights of way and permit the District Council, its officers, members, nominated representatives or contractors' entry onto the College grounds as is necessary to construct and give effect to the Development.

5. Access to the Facilities

- 5.1 The College shall afford such reasonable access to the Facilities as the District Council, its officers, members, nominated representatives or contractors may require from time to time during school term times. At all other times access will be unrestricted.
- 5.2 The Parties shall at all times comply with their obligations under the Disability Discrimination Act 1995 and any other relevant equality and diversity legislation when using/operating the Facilities.

6. Use of the Facilities

- 6.1 It is intended that the College will be entitled to use the following areas within the Facilities, namely:
- the Athletics Track (which excludes the football pitch located within the centre thereof);
 - Seating facilities only within the Grandstand;
 - Artificial Pitch;
 - the MUGAs

during those times designated as College Use as referred to in the section relating to 'Operational Times' and as set out in the attached Schedule I. For the avoidance of doubt, College Use will not include any use of the car park area constructed as part of the Development, the changing rooms, the meeting room or toilet facilities.

- 6.2 The District Council may use all of the Facilities during the Community Use times referred to in the section relating to 'Operational Times' set out in the attached Schedule I.

- 6.3 Where the College use (either by itself or through other schools) commences in College Use time but runs into the time allocated for Community Use or alternatively Community Use time runs into the time allocated for College Use, then the party seeking such a 'run over of time' shall (and irrespective of whether such use is joint or exclusive or relates solely to the setting up of equipment), first seek the consent of the other party (such consent not to be unreasonably withheld or delayed). For the avoidance of any doubt, any bookings for the Facilities (or any part thereof) during Community Use shall take precedence over any College use. Where the College benefits from any agreed 'run over time', the College shall be subject to and comply with those duties and obligations imposed under clause 6.5 below during the 'run over time'.
- 6.4 With the prior agreement of the District Council, the College may also utilise other areas of the Facilities subject to payment of an appropriate charge to the District Council and agreement to comply with the obligations imposed under clause 6.5 below.
- 6.5 In addition to the above, where the College uses any aspect of the Facilities for its own use or arranges use by a third party (by way of example, the ATP) the College shall ensure that any aspect of the Facilities are left clean, tidy, in a state of ready repair for Community Use and in accordance with the reasonable requirements of the District Council and as may be advised in the NOP (a template of which is briefly described in Schedule III) or other relevant policy (such as cleaning). This requirement shall also pertain to the various sports area's and may by way of example include replacing divots to playing surfaces, the picking up and disposing of litter and/or other debris/rubbish. Where the College fails to ensure that any aspect/area of the Facilities are not left as reasonably required and the District Council incurs any costs in ensuring that such aspects are rectified then it may seek recompense from the College equal to any sum it has incurred together with reasonable administrative costs in arranging any rectification. Any such sums shall be payable within 30 days of receipt of a valid invoice by the College.
- 6.6 In addition to any obligations, duties and responsibilities imposed upon the Parties under these Heads of Terms, the College and District Council shall carry out regular inspections of the Facilities (and surrounding areas/infrastructure in close proximity) as they respectively consider necessary to discharge any and all health and safety obligations (and any other legal obligations and duties) imposed upon them having regard to their level and nature of use of the Facilities. These inspections shall include (inter alia) the completion of the Outdoor Inspection Schedule and Equipment/Facilities Schedule (as amended and agreed between the Parties).
- 6.7 For all health and safety purposes the College shall be deemed occupier of the Facilities during College Use times and during such additional use times (which shall include 'run over time' referred to under clause 6.3) as have been agreed by the District Council. The District Council shall be deemed occupier at all other times.
- 6.8 The Parties shall promptly agree an appropriate Emergency Action Plan following the date these Heads of Terms are signed by the Parties which shall detail appropriate emergency operating procedures (including evacuation) to be followed by the Parties.
- 6.9 The District Council and College shall adopt and implement such good practice principles and methodology as deemed necessary and appropriate to ensure the safe and effective discharge of their respective legal and contractual obligations and duties together with the timely and

efficient delivery of the sporting opportunities and services envisaged and intended under these Heads of Terms.

7. Operational Times

- 7.1 College Use is also intended to include use by local schools and the College will arrange and manage such use as per the use set out in Use of the Facilities above and clause 7.2 below. The College shall be responsible for all bookings falling within College Use times.
- 7.2 The College will ensure that schools have access to those facilities available to the College during College Use times for sports days, etc. It is anticipated that such use will be no less than that currently enjoyed by schools attending the Festival Stadium, namely a minimum of 20 school events per annum.
- 7.3 The College shall ensure that all Existing Users requiring use of the Facilities (within the control of the College) during College Use times are afforded the same opportunities and access thereto as they currently enjoy at the Site.
- 7.4 At all other times the District Council will use the Facilities for community purposes and will arrange and manage Community Use, which shall include being responsible for all bookings falling within Community Use times.
- 7.5 Any charges generated during the respective Operational Times by either the College or District Council shall be retained by that Party. Any 'run over time' into Community Use as referred to in clause 6.3 shall be payable by the College to the District Council in accordance with the Pricing Schedule.
- 7.6 Charges payable under clause 7.5 shall be as per the Pricing Schedule in force at the material time.
- 7.7 Any costs to be paid by the College to the District Council in accordance with clauses 7.5 and 7.6 above shall be separate to any other sums payable by the College to the District Council under these Heads of Terms.

8. Changing Accommodation

- 8.1 Changing and associated facilities within the grandstand will only be available for Community Use as may be agreed by the District Council from time to time. The District Council shall be entitled to levy a charge for any such use in accordance with the Pricing Schedule.

9. Sports Equipment

- 9.1 The District Council agrees, at its sole discretion, to provide the following Sports Equipment for use by the College during College Use, (and other schools and the community as allowed and authorised by the College):

- Hammer/ Discus cage;
- High Jump landing area;
- Pole Vault Box and landing area.

- 9.2 The College will provide for its use all other items of equipment it requires.
- 9.3 The College will also be responsible for providing other sporting equipment for other schools use as may be required.
- 9.4 The College shall remain responsible and liable for any Sports Equipment used in pursuance of clause 9.1 during College Use (and any 'run over time' as mentioned in clause 6.3 above).
- 9.5 Any Sports Equipment provided under clause 9.1 that is damaged, broken, destroyed, lost or stolen whilst entrusted to the College (or any person, body, club or organisation authorised/allowed by the College) for use shall be promptly reported to the District Council's Nominated Representative. The College shall in such circumstances be solely liable for the cost of any repairs and/or replacement. Any repairs/replacements necessary shall be commissioned and undertaken by the District Council. The College shall discharge any invoice raised by the District Council in respect of any such repairs/replacements costs within 30 days of receipt.
- 9.6 The College shall only allow suitably skilled, trained and qualified personnel to set out and/or use the Sports Equipment or other associated items of equipment so as to ensure and protect the safety of those using equipment and/or any third party.

10 Maintenance

- 10.1 The Parties acknowledge that the College currently pays for the maintenance of the Land. The Parties agree (unless the District Council confirms otherwise) that the College's grounds maintenance contractor shall continue to maintain the Land to the satisfaction of the District Council and the College shall continue to be liable for the grounds maintenance unless the Development increases the cost of the maintenance of the Land. In such circumstances, the District Council agrees upon receipt of a valid invoice to reimburse the College any additional sum payable by the College in respect of grounds maintenance of the Land.
- 10.2 The District Council shall manage and co-ordinate all maintenance requirements and the College shall co-operate fully with any planned maintenance programme/arrangements notified to the College.
- 10.3 Reporting regimes regarding outstanding and/or urgent maintenance issues will be agreed where they are not detailed in the NOP.

11. Security of the Site

- 11.1 The College shall (to the satisfaction of the District Council) ensure that the Land and the Facilities (save for those aspects of the Facilities set out in Schedule V) are adequately and appropriately secured at all times during College Use times. The District Council shall be responsible for the security of the Facilities at all other times.
- 11.2 All costs pertaining to the security of the Land and Facilities shall be borne by each Party in accordance with their obligations and responsibilities set out in clause 11.1 above.

12. Other Costs/Expenses

12.1 Without prejudice to the forgoing and for the avoidance of doubt the costs/expenses specified below shall be payable by the District Council:

- a. Routine maintenance of the security fence requested by the College to segregate the facilities from the College (as identified on the Plan);
- b. Business rates relating to the Facilities.

13. Charging Arrangements

13.1 The District Council and College may set their own charging arrangements subject to the following principle:

- (a) The College may only increase charges for Existing Users in line with the Retail Price Index

14. Insurance

14.1 The District Council and the College shall upon completion of the Development and at all times thereafter have in place appropriate levels of insurance relating to, inter alia, Public Liability, Employers Liability, contents and buildings as required to discharge their respective obligations under these Heads of Terms and any other applicable statutory/legal duties and obligations.. The levels shall be of not less than £10,000,000 (ten million pounds sterling) in respect of any one event or series of events in relation to Public and Employers Liability.

15. Variation

15.1 Any variation of use of the Facilities shall be subject to prior agreement between the parties. In the event and for whatever reason any part of the Facilities is used by the College for other purposes or ceases to be available for Community Use then the District Council shall at its option elect for that element of the Facilities to be constructed elsewhere or receive compensation for the loss of amenity (which shall not be less than the cost of replacement of that element of the Facilities in question at that material time).

15.2 The cost of recompense will be borne by the College and the County Council equally or in such percentage as they may agree

16. Dispute Resolution Procedure

16.1 Each of the Parties agrees to refer any dispute in the first instance to their respective Chief Executive Officer or equivalent for resolution within 3 working days of the dispute arising.

16.2 Where after a period of 14 calendar days (or after an alternative period of the time agreed between the Parties which shall not be longer than 28 days in any event) the dispute is not resolved to the mutual satisfaction of the Parties, the dispute shall be referred to the President of the Law Society to appoint an arbitrator to resolve the dispute.

16.3 The costs of any arbitration shall be borne equally between the Parties unless upon hearing an application for costs the arbitrator considers it just and appropriate to award costs (whether in part or whole) against the other Party/Parties.

17. Liaison /Review meetings

17.1 It is intended that the Nominated Representatives will agree a schedule for liaison and review meetings to monitor the performance of the arrangements, make appropriate recommendations and deal with any outstanding issues.

17.2 The Nominated Representatives shall be the persons through whom the Parties shall principally communicate all relevant and necessary information as may be required under these Heads of Terms unless instructed otherwise by the Parties.

18. General

The Agreement shall also contain drafting relating to but not limited to, inter alia, the Data Protection Act 1998, the Freedom of Information Act 2000, Contracts (Rights of Third Parties) Act 1999, any requisite warranties and indemnities.

SCHEDULE I**Operational Times**

The following are the proposed operating times during school term times:

Day		Athletics Track	ATP/Football Pitch/MUGAs
Monday	School Community use	8.00 am – 4.00 pm 4.00 pm – 9.00 pm	8.00 am – 5.30 pm 5.30 pm – 9.30 pm
Tuesday	School Community use	8.00 am – 4.00 pm 4.00 pm – 9.00 pm	8.00 am – 5.30 pm 5.30 pm – 9.30 pm
Wednesday	School Community use	8.00 am – 4.00 pm 4.00 pm – 9.00 pm	8.00 am – 5.30 pm 5.30 pm – 9.30 pm
Thursday	School Community use	8.00 am – 4.00 pm 4.00 pm – 9.00 pm	8.00 am – 5.30 pm 5.30 pm – 9.30 pm
Friday	School Community use	8.00 am – 4.00 pm 4.00 pm – 9.00 pm	8.00 am – 5.30 pm 5.30 pm – 9.30 pm
Saturday	School Community use	9.00 am – 6.00pm*	9.00 am – 9.00 pm
Sunday	School Community use	9.00 am – 6.00 pm*	9.00 am – 9.00 pm

Outside school terms times the District Council shall have Community Use between the hours of 9am to 9.30pm

* The District Council, at its sole discretion, shall be entitled to extend this time without notice (although the District Council shall use reasonable endeavours to inform the College of any extension of time prior to it taking effect).

SCHEDULE II

Equipment and Facilities Checklist

CHECK ITEM	DATE	STAFF SIGN
<u>PITS</u>		
CLEANED		
FILLED		
DUG		
TAKE OFF BOARDS REFIT		
ROLLERS & LIFTING IRONS		
<u>HAMMER CAGE REPAIR</u>		
CHECK NET & REPAIR - CIRCLES		
<u>HIGH JUMP BED</u>		
CHECK LATHS & BED CONDITION		
<u>POLE VAULT BED</u>		
DROP ARMS / EXTENTION / LATHS		
<u>COMM BOX</u>		
CLEAN		
CHECK MIC		
<u>EQUIPMENT</u>		
HURDLES		
GREASE		
CHECK WEIGHTS		
NUMBER OF =		
JAVELINS		
CHECK WEIGHTS		
NUMBER OF 800G =		
700G =		
600G =		
400G =		
SHOT		
CHECK WEIGHTS		
NUMBER OF 7.26KG =		
6.25KG =		
5KG =		
4KG =		
3.25KG =		
2.75KG =		
HAMMER		
CHECK WEIGHTS / HANDLES / RE SPRAY IF NEEDED		
NUMBER OF 7.26KG =		
6.25KG =		

5KG =		
4KG =		
3.25KG =		
DISCUS		
CHECK WEIGHTS AND RIMS		
NUMBER OF 2K =		
1.75K =		
1.5K =		
1.25K =		
1K =		
<u>GENERAL</u>		
ROSTROMS		
RELAY BATTONS NUMBER OF =		
WATER JUMP & CHECK STEEPLE CHASE BARRIERS		
FLAGS NUMBER OF =		

SCHEDULE III**Normal Operating Procedures
(‘NOP’)**

	NORMAL OPERATING PROCEDURE	DATE :
TITLE: INTRODUCTION		

Facilities

Athletics Track
 Field facilities
 Football Pitch
 ATP
 MUGAs
 Grandstand
 Changing Rooms
 Floodlighting

Staffing Structure

TBC

Primary Users

Cannock and Stafford Athletics club. The athletics club compete at a high standard in both adult and junior leagues.

	NORMAL OPERATING PROCEDURE	DATE :
TITLE: ALARM USE		

Alarm Disarming (If applicable)

1. Enter the building through the main entrance doors.
2. The entry tone will start.
3. Key in personal entry code followed by ENTER.
4. Entry tone stops and the alarm panel will read Date-Time-Status Day.

Alarm Arming

1. Enter access code followed by ENTER.
2. Panel displays *Do you want to set the system?* PRESS YES
3. Panel displays *Do you want to isolate groups?* PRESS NO
4. Panel displays *Do you want to isolate circuits?* PRESS NO
5. Panel displays *Please wait testing system*
6. Exit tone begins and the panel displays *all Circuits OK please leave.*
 - If the alarm detects a problem the alarm will beep and a four digit number will appear on the panel. This number will correspond with an area within the building; this area should be investigated if no problems are found the above should be repeated.
 - A list of codes is situated next to the alarm panel.
7. Exit through the main entrance and secure the door.

SCHEDULE IV**Outdoor Inspection Checklist**

Date of Inspection _____ Inspected by _____ Date _____

Area / Item Inspected	Fault	Description	Action Taken	Action Taken By	Date
Pole Vault	Yes / No				
Football Pitch and ATP	Yes / No				
High Jump	Yes / No				
Commentary Box	Yes/ No				
Hammer Cage	Yes/ No				
New Car Park	Yes / No				
Fencing	Yes / No				
Grandstand	Yes / No				
MUGAs	Yes / No				
Other	Yes / No				

SCHEDULE V

Security Limitations

- a. **The College shall not be responsible for the security of the following elements of the Facilities under clause 11.1:**
- 1. Grandstand (save for the seating area)**
 - 2. Changing Rooms**
 - 3. Meeting Rooms**
 - 4. Sporting equipment belonging to the District Council not made available for use by the College under these Heads of Terms**

Annex 3: Milestone Dates Athletics Track – Blake Valley Technology College

Cabinet Report	20 March 2008
Advertise for Expressions of Interest (OJEU)	21st March 2008
PQQ Despatch	25th March 2008
Completion of Sale of Stadium	May 2008
Shortlist of PQQs /Despatch Tenders	22nd May 2008
Cabinet Update Report	19 th June 2008)
Council report Re: Locations & to amend Capital programme	25 June 2008
BVTC Tender Receipts	3rd July 2008
Appoint Lead Consultant for BVTC	24th July 2008
Design and Access Consultation	26th August 2008
Final Design	9th October 2008
Planning Application Submitted	10th October 2008
Anticipated Receipt of Planning Permission	5th December 2008
Appoint Preferred Contractor	6th February 2009
Construction starts	16th February 2009
Construction completed	24th August 2009

NB: Allows for EU tendering for Lead Consultant Architects
Allows for 2 stage tendering for Preferred Contractor (not EU tendering)

*Only required if insufficient receipt from the Pye Green Rd Stadium Site to deliver Leisure Strategy

Annex 4:

**COMPENSATORY PLAYING PITCH PROVISION IN RESPECT OF SALE OF PYE
GREEN ROAD ATHLETICS STADIUM AND RELOCATION OF ATHLETICS TRACK**

**CANNOCK CHASE COUNCIL
FEBRUARY, 2008**

1. Purpose of Document

The purpose of this document is to set out the preferred option to address compensatory playing pitch provision required as a consequence of the sale of the Pye Green Road Athletics Stadium site and the establishment of a new athletics track and other facilities on the site of Blake Valley Technology College (BVTC).

2. Loss of Playing Pitch Provision

There is a loss of 5 grass football pitches during 2008/09 financial year as follows:

- (a) Pye Green Road Athletics Stadium – 3 adult grass football pitches (includes one pitch in centre of current athletics track).
- (b) BVTC - 2 junior grass football pitches

Total: 5 pitches

Please note – the synthetic cricket pitch at BVTC is staying on current site and is not being moved.

3. Compensatory/Gains in Playing Pitch Provision

Subject to the sale of the Pye Green Road site and a decision yet to be taken on the preferred location of BVTC to site the new athletics track and other facilities, the following will compensate for the loss of the 5 pitches above and provide additional gains:

- (a) BVTC – 1 new adult grass football pitch as per Option B2 design plan
- (b) BVTC – improve quality of 2 other existing junior pitches via improved drainage. This provision has been costed and planned through Option B2.
- (c) Heath Hayes Park

This option establishes 3 additional adult grass pitches on this site, making a total of 5 pitches. Changing room facilities will also be established.

This is a priority development which is consistent with the Playing Pitch Strategy approved by the Council's Cabinet in July 2007.

The cost of the 3 additional football pitches is £225k (using Sport England unit costs of £75k per pitch). The cost of the changing room facilities to support up to 8 football teams on this site is £850k (using Sport England unit cost norms). The total of this option, including signage and landscaping is £1.2m. Revenue commitment for grounds maintenance on this site is estimated at £15,000 per annum. The source of funding for this development is a combination of part of the capital receipt from the sale of the Pye Green Road site and a bid to the Football Foundation.

Delivery (subject to sale of Pye Green Road site) would be financial year 2009/10.

(d) ATP at BVTC

As part of the Option B2 design plan, provision has been made for an ATP for both school and community use. This pitch is to compensate for the ATP that was planned for the Pye Green Road Stadium Site and to compensate for the loss of one grass pitch at BVTC.

This is a new facility that does not exist at the current time. The funding would be from the capital receipt of the Pye Green Road site. Delivery as per timetable for BVTC Option B2.

(e) Pitch Improvements at Hednesford Park (Rugeley Road)

This work will involve improvements to surface levels, drainage and ongoing maintenance at a cost of £45,000 to three pitches.

Playing Pitch improvements will be undertaken to improve:

- Drainage
- Surface Levels (slopes)
- Grass Cover

These improvements will increase the carrying capacity for existing pitches and raise the existing poor quality to good.

(f) Hagley Park Playing Fields

This is being considered separately as part of the implementation of the Playing Pitch Strategy and is not a component of the compensatory playing pitch provision for the Stadium proposals.

Summary

Cannock Chase Council is committed to the principle of compensatory playing pitch provision and can evidence locations, costs and plans to compensate for the loss of 5 playing pitches (3 adult, 2 junior) as part of its Leisure Strategy implementation. This document will form an annex to the Cabinet report scheduled for March 2008 when all these matters will be formally considered by Elected Members.

(V2) 19 February, 2008