

## Summary Sheet

### Council Report

Cabinet and Commissioners' Decision Making Meeting – 13 February 2017

#### Title

Rationalisation of the Property Portfolio: Green Space on Roughwood Road, Wingfield (Greasbrough Youth Football Club)

#### Is this a Key Decision and has it been included on the Forward Plan?

No

#### Strategic Director Approving Submission of the Report

Damien Wilson, Strategic Director Regeneration & Environment

#### Report Authors

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#### Ward(s) Affected

Wingfield

#### Summary

The purpose of this report is to seek approval for the granting of an Asset Transfer Policy lease agreement without break options which is a diversion from the Policy.

#### Recommendations

1. That a section of land at the Roughwood Road Playing Fields be leased to Greasbrough Youth Football Club (GYFC) for a period of 25 years, excluding any break clause in order to facilitate GYFC's access to external funding.
2. That the Assistant Director of Planning, Regeneration and Transport be authorised to negotiate the terms of the lease and the Assistant Director of Legal Services be authorised to complete the necessary documentation.

## **List of Appendices Included**

Appendix 1: Site plan

Appendix 2: Location plan

## **Background Papers**

Rationalisation of the Property Portfolio: Green Space on Roughwood Road, Wingfield, (Greasbrough Youth Football Club) Capital Strategy and Asset Review Team Report - 18th December 2014

Rationalisation of Property Assets – Report on the Adoption Of An Asset Transfer Policy - Cabinet 20th July 2011

## **Consideration by any other Council Committee, Scrutiny or Advisory Panel**

No

## **Council Approval Required**

No

## **Exempt from the Press and Public**

No

**Title:**

Rationalisation of the Property Portfolio: Green Space on Roughwood Road, Wingfield (Greasbrough Youth FC)

**1. Recommendations**

- 1.1 That a section of land at the Roughwood Road Playing Fields be leased to Greasbrough Youth Football Club (GYFC) for a period of 25 years, excluding any break clause in order to facilitate GYFC's access to external funding.
- 1.2 That the Assistant Director of Planning, Regeneration and Transport be authorised to negotiate the terms of the lease and the Assistant Director of Legal Services be authorised to complete the necessary documentation.

**2. Background**

- 2.1 Officers from the Council's Leisure and Green Spaces Team have been working for the past 3 years with GYFC (Greasbrough Youth Football Club) to support the development of football opportunities for young people in the Greasbrough and Wingfield area. The Club currently has a one year rolling licence (commenced October 2011) for four football pitches at the Roughwood Road playing fields site, Wingfield. The Club would like to extend the agreement into a full lease for football pitches and associated areas for a minimum of 25 years, shown on the site plan at Appendix 1. The Council would retain responsibility for the maintenance of the remaining part of the playing fields.
- 2.2 Prior to the approval of the current licence agreement, regular damage was caused to the pitches from motor cycles and quad bikes. The issue has been resolved as a result of GYFC accessing funding from the Football Foundation. This was matched to contributions from Housing, the Council's Off Road Motor Cycle budget, the Council's Green Spaces Team and a contribution from GYFC themselves. Fencing and gates have now been erected around the perimeter of the pitches in order to prevent off road motor vehicle access, whilst still allowing public access.
- 2.3 GYFC has more recently been working with the Council's Active Rotherham Team (Formerly Sports Development) to access a Sport England grant of £65,000 for pitch drainage works on the site. The Club has also submitted a planning application for changing units. In order for this work to be completed the current licence agreement needs to be changed into a longer term lease agreement for a minimum of 25 years and without any break clauses. This is because the funders (Sport England) have confirmed that they will only support the grant if the Club has this level of tenure on the leased site. The new lease will also allow GYFC to access further funding from the Football Foundation, which needs to be added to the Sport England funding in order to complete the planned drainage work.
- 2.4 GYFC does not require exclusive use of the site, although at present they are the sole occupants and their developments will not prevent public access. The club do not have the capacity to take responsibility for the whole site and has no plans to sub-let as they need all of the pitches for their own teams. They do anticipate adding a further senior pitch to those they already have.

- 2.5 There is a need for an urgent decision on this matter as Sport England may request that the allocated funding is returned, although they have not done so to date as they wish to see the project completed as soon as possible.

### **3. Key Issues**

- 3.1 GYFC is a very successful voluntary organisation that has already improved facilities and opportunities in the local community, particularly for young people. If they are unable to establish the necessary lease agreement they may have to return their funding and will therefore be unable to make further improvements to the site.
- 3.2 Under the Council's current adopted Asset Transfer Policy, all agreements shall contain a break option in favour of the Council, in the unlikely but possible event that the asset transferred by way of a lease or licence is required for wider community development directly (the asset or surrounding site itself) or indirectly (for the benefit of a capital receipt)
- 3.3 Without any break options contained within the lease, the Council will only be able to terminate the agreement before the expiry of the fixed 25 year term if GYFC are in breach of their obligations under the terms of the agreement.
- 3.4 The site is currently allocated as Urban Greenspace under Rotherham's adopted Unitary Development Plan and has been identified within the Council's Local Plan, which sets out a long-term development strategy for Rotherham. The site has been included as part of sites LDF0174 and LDF0175 with a potential allocation for continued use as urban greenspace.

### **4. Options considered and recommended proposal**

- 4.1 The options considered are as follows;
- 4.2 **Option 1** - Do not grant GYFC the required lease and request that they continue in occupation on the existing agreement. This option has been discounted, as without the required lease in place the grant funding will not be forthcoming and the benefits to both GYFC and the development of the site will not be realised.
- 4.3 **Option 2** – Grant the requested 25 year lease without break options. This option is the recommended option, as this will allow GYFC to secure the grant funding as detailed above.
- 4.4 It is recommended that the Assistant Director - Planning, Regeneration and Transport negotiates the terms of the proposed lease and that the Assistant Director of Legal Services completes the necessary documentation without the inclusion of the break clauses.

## **5. Consultation**

- 5.1 Consultation has been carried out with Wingfield Ward Members and the Cabinet Member for Business and Regeneration as part of the Capital Strategy and Asset Review Team report, which was considered on 18th December 2014. No objections were raised during this consultation.
- 5.2 Rotherham North Area Assembly, local members and Friends of Greasbrough Parks have previously offered their support to the club and the funding applications.

## **6. Timetable and Accountability for Implementing this Decision**

- 6.1 Once approval has been granted to recommendations 1.1 and 1.2 above, negotiations to agree the terms of the lease will commence immediately.

## **7. Financial and Procurement Implications**

- 7.1 Greasbrough Youth Football Club has paid the following Council fees for the granting of the lease agreement, upfront as a contribution:

Surveyors Fee(s): £500  
Legal Services: £500

- 7.2 It is anticipated that this contribution will be sufficient to cover all costs incurred by the Council on the granting of the lease.
- 7.3 Under the terms of the existing licence agreement, the Club is responsible for all costs associated with the playing fields, including the cost of grounds maintenance.

## **8. Legal Implications**

- 8.1 Without any break clauses contained within the lease, the Council will be unable to terminate the agreement before the expiry of the fixed 25 year term, in the eventuality that it is ever required for wider community development directly (the asset or surrounding site itself) or indirectly (for the benefit of a capital receipt). The Council will only be able to terminate the lease if GYFC are in breach of their obligations under the terms of the agreement.

## **9. Human Resources Implications**

- 9.1 Not applicable.

## **10. Implications for Children and Young People and Vulnerable Adults**

- 10.1 The granting of the lease agreement without the inclusion of break-clauses will enable GYFC to secure grant funding to allow for drainage works to be undertaken to the site will improve a popular community facility for the benefit of Children and Young People.

## **11. Equalities and Human Rights Implications**

11.1 None considered.

## **12. Implications for Partners and Other Directorates**

12.1 The Leisure and Green Spaces Team within Culture, Sport & Tourism will be responsible for the monitoring of the service level agreement contained within the lease agreement for the continued future maintenance of the site.

## **13. Risks and Mitigation**

13.1 There are risks associated with the proposed recommendations through non-compliance with the lease and service level agreement.

13.2 If GY FC is not granted a 25 year lease without breaks, then they will be unable to secure the necessary funding from Sport England. This could jeopardise the long term community aims and objectives of the group, and would also hinder any attempts to obtain funding from alternative sources.

## **14. Accountable Officer(s)**

Damien Wilson, Strategic Director Regeneration & Environment

Approvals Obtained from:-

Strategic Director of Finance and Corporate Services:-  
Jon Baggaley, Finance Manager, Regeneration & Environment

Assistant Director of Legal Services:-  
Stuart Fletcher, Service Manager (Commercial and Governance)

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