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| SUBJECT: | CHELMSFORD STREET & ARCHER STREET |
| DIRECTORATE: | HOUSING AND INVESTMENT/COMMUNITIES AND ENVIRONMENT |
| REPORT AUTHOR: | PAUL CARRICK, NEIGHBOURHOOD MANAGER (CENTRAL) AND CAROLINE BIRD, COMMUNITY SERVICES MANAGER |

1. Purpose of Report

- 1.1 To inform Executive of proposals from two organisations to lease land in the Sincil Bank area. Bridge Church have submitted a proposal to lease the former play area on Archer Street and the adjacent area directly underneath Pelham Bridge and Sincil Community Land Trust (CLT) propose to lease an area of land located on Chelmsford Street.

Approval is sought to proceed with preparing a lease, subject to all the terms outlined in this report being met, for the use of these sites as community social space.

2. Executive Summary

- 2.1 Officers have been approached by Sincil CLT who wish to lease an area of land on Chelmsford Street (see Appendix 1 for site plan). This land was formerly occupied by a pair of semi-detached houses (2 and 4 Chelmsford Street) that became unfit and were demolished many years ago and the site has been used as a small green/open space although it is used by the local community to store bins. This area is often blighted by litter and fly tipping. This area is maintained as part of the Council's contract with Continental Landscapes.
- 2.2 Bridge Church have approached officers requesting the lease of an area of land on Archer Street (see Appendix 2 for site plan). This land was previously a play area but for a number of years has been a redundant site, with the play equipment removed. The site is maintained as part of the Council's contract with Continental Landscapes.
- 2.3 Bridge Church have also requested inclusion in any lease of the Archer Street former play area of an adjoining area located directly underneath Pelham Bridge (see Appendix 3 for site plan). This adjoining land was previously leased to the owners of the Pelham Centre from which side the land had been accessed for purposes of overflow customer car parking, however this arrangement surplus to the tenant's requirements and came to an end in 2017. This land does not have an independent access but can

be made accessible and used in conjunction with the Archer Street former play area having direct frontage to Archer Street.

- 2.4 The recommendation is that, subject to no objections being raised as part of necessary public notice of the intended lease disposal of open space as outlined below, the request to lease all three sites be approved, on the basis outlined in sections 4 and 5 of this report.

Should any objections be received in response in either case to the aforesaid public notices, these to be reported for consideration and decision on whether or not to proceed.

3. Background

- 3.1 The Place Shaping Strategy highlights the need to transform the limited public spaces within the neighbourhood. These sites have been debated by thematic working groups in the area and there is a desire to enhance these open spaces.

- 3.2 Sincil CLT have approached the CoLC to request a lease for a small area of land on Chelmsford Street opposite Palmer Street garage site for a 25 year term to enhance the land as a green space to assist in strengthening the community in the area.

- 3.3 The site is located between houses located on St Andrews Street and Charles Street. The site is largely paved with a number of shrubs, the site is not enclosed and is approximately 123sqm. Photographs of the site have been provided in appendix 4.

- 3.4 The site is currently not viewed by the community as an asset. Alongside regular fly tipping, the site is used to store the wheelie bins of the properties in the area.

- 3.5 Sincil Community Land Trust was formed in June 2018 and in March 2019 was registered by the Financial Conduct Authority under Co-operative and Community Benefit Societies Act 2014 as a Community Benefit Society. Registration number: 8080. Sincil CLT are therefore incorporated as a legal entity and are able to take a lease in their own name so as to be responsible under the lease terms including taking appropriate insurance and providing indemnities. The group is chaired by a Governor of Bishop King Primary School and consists of local residents, City and County Councillors for Park Ward and a Community Organiser from Lincoln City Foundation. The group work closely with the CoLC Neighbourhood Team and provide regular updates to the Sincil Bank Community Partnership.

Sincil Community Land Trust were awarded the lease of Council owned land on St Andrews Close in 2019 and this has been transformed into a Pocket Park following the award of funding from the Ministry of Housing, Communities and Local Government.

- 3.6 The aim of Sincil Community Land Trust is to bring this site back into use as an important open space that can assist with community cohesion. The initial phase will see intensive local engagement and concept designs developed, this will include identifying alternative solutions to the storing of bins in the area. This exercise will provide the evidence to attract further funding to regenerate this site. This project will be an important intervention within the regeneration of Sincil Bank.
- 3.7 Bridge Church have approached the CoLC to request a lease for a small area of land on Archer Street and the area adjacent to it for a 25 year term to use the land as a pocket park to provide a social space to assist in strengthening the community in the area.

Bridge Church are a key organisation providing support within the Sincil Bank area. Bridge moved into their premises on Portland Street in 2018. This site is developing as a community hub providing many services to meet community need. Their site is not able to provide any open space.

- 3.8 The aim of Bridge Church is to bring this site back into use as an important open space that can assist with community cohesion. The initial phase will see intensive local engagement and concept designs developed. This exercise will provide the evidence to attract further funding to regenerate this site. This project will be an important intervention within the regeneration of Sincil Bank.

4. Sincil CLT proposal for the use of the Chelmsford Street open space

- 4.1 Sincil CLT plan to carry out engagement with the local community to create a sense of ownership. This engagement will influence what people would like to see and how they envisage using the space. From initial conversations it is envisaged that the space will be used as:-

- A safe and secure space for younger children to play
- A quiet, tranquil green space for people to sit.
- An opportunity to enhance local biodiversity.

- 4.2 Sincil CLT will work closely with a recognised partner to develop concept designs influenced by the community. These designs will be used to apply for funding to deliver these ideas. In developing these plans, consideration will be need to be given to the storage of the existing wheelie bins

With a 25 year lease in place the Sincil CLT will be able to continue with ongoing community consultation to identify a long term programme of improvement works to the site and access funding to achieve the communities ambitions for the site.

Bridge proposal for the use of the Archer Street sites

Bridge have an aspiration to develop this space as an open space for use by the community. The initial ideas are to transform this area into a community garden, with an area for children to play and for organised activities to take place.

Bridge plan to work with partner organisations to deliver sessions to engage with local families. Concept designs will be produced by the School of Architecture.

With a 25 year lease in place, Bridge Church will be able to attract external investment to turn these designs into reality.

5. CoLC obligations to enable lease disposal of these sites

- 5.1 The Council's Policy for Open Space and Tree Management states that the Council "will not sell or dispose of public open space except in exceptional circumstances where such a transaction would bring direct benefit to the immediate community adjacent to the area".
- 5.2 Section 123 (2A) Local Government Act 1972 states that a council may not dispose of any land consisting or forming part of an open space unless before disposing of the land they cause notice of their intention to do so, specifying the land in question, to be advertised in two consecutive weeks in a newspaper circulating in the area in which the land is situated, and consider any objections to the proposed disposal which may be made to them.
- 5.3 Sincil CLT and Bridge Church have requested the lease of these sites on a rent free basis. Given the location and characteristics of the land, the designated status as Important Open Space in the CL Local Plan which precludes commercial or development purposes, and given the proposed duration and terms of lease – essentially for continued use as community/open spaces, officers consider them to have nominal market rental value for such purposed noting that this will not be tested on the open market.
- 5.4 However, the Local Government Act: General Disposal Consent (England) 2003 gives general consent for disposal of a site at an undervalue in circumstances where the council considers that the purpose for which the site is to be disposed is likely to contribute to the achievement of any one or more of the promotion or improvement of economic, social or environmental well-being in its area.
- 5.5 The Council's Policy for Open Space and Tree Management states that the Council "will not sell or dispose of public open space except in exceptional circumstances where such a transaction would bring direct benefit to the immediate community adjacent to the area". Whilst this land is currently not designated as public open space, in view of the site currently being

inaccessible to the public, in practical terms and in the spirit of the Policy it could be argued that leasing the land out would bring direct benefit to the local community bringing in to use as an open space accessible to the community, where currently it is not.

6. Public Notice arrangements

Should approval be given in principle to lease disposal a public notice will be placed in the local newspaper in accordance with Section 123 (2A) of the Local Government Act outlined in 5.2 and a suitable notice placed on site. It is recommended that in the event of no objections being received officers are to be instructed to proceed to finalise the terms and conclude the lease formalities.

In the event of objections being received these will be reported back for consideration and decision on whether or not to proceed with a lease of both or either sites.

7. Lease arrangements

7.1 In accordance with the Local Government Act outlined in 5.3 Officers recommend that Executive give approval for the site to be offered to Sincil CLT & Bridge Church for a nominal rent of £1 per annum on the basis that the proposed use is expected to contribute to the promotion of social and environmental well-being in the Sincil Bank area.

7.2 Heads of Lease Terms will include the following:

- Lease term of 25 years
- Rent of £1.00 per annum, if and when demanded
- Tenant to pay any and all outgoings
- Tenant to take as found
- Tenant to put and keep in good repair, order and condition.
- Tenant to keep tidy and free of litter and overgrowth
- Tenant to insure including £10m Public Liability Insurance
- Tenant to indemnify the Council against any actions, costs etc.
- Tenant to obtain any planning permissions required and to comply with all statutory standards and requirements
- Permitted use for the creation and management of public open space to be available to the whole community during daylight hours and free of charge.
- No buildings save minimal structures incidental to open space use.
- No assignment, parting with possession or sub-letting permitted.
- Landlord right of re-entry in the event of tenant material default.
- The Council to have the separate right to serve three months notice of termination after twelve months of signing the lease if within that timeframe the tenant cannot demonstrate a sustainable plan that evidences how their proposals will be delivered.
- Reverter clause so that the land automatically reverts to the Council with vacant possession should the Tenant entity be dissolved, wound-up or otherwise cease to operate/exist.

A Management Agreement will also be incorporated or imported to the main lease terms to be reviewed and consulted upon by the parties from time to time to allow the Council more detailed influence beyond normal lease terms and the flexibility for changes without disturbing the main lease. For example, Tenant to carry out improvement works and maintenance works to a plan and specification approved by CoLC; dealing with specific requirements and hours of public access; Tenant to consult/engage with the local community as to how the site is used; Tenant to report issues anti-social behaviour to the CoLC PPASB team and Police etc.

8. Strategic Priorities

8.1 Let's deliver quality housing

This will be the second project delivered by Sincil CLT, the group's longer term aims are to work with the CoLC to bring empty properties in Sincil Bank back into use.

8.2 Let's enhance our remarkable place

This is a key project in the provision of accessible open spaces within Sincil Bank.

9. Organisational Impacts

9.1 Finance (including whole life costs where applicable)

Current maintenance costs are minimal, this includes the maintenance of the shrub beds. This responsibility will be handed over to Bridge and Sincil CLT. The Council would not incur additional costs as a result of this proposal. It is suggested that the rent payable be a nominal rent of £1 per annum.

9.2 Legal Implications including Procurement Rules

In accordance with the Council's Policy for Open Space and Tree Management, the Council will not dispose of public land except in exceptional circumstances where such a transaction would bring direct benefit to the immediate community adjacent to the area.

Officers believe that the proposed transfer of the site would bring a direct benefit to the local community. The land would be in use as a public open space accessible to the community and will enable ongoing community engagement to determine how the space will be used.

The Lease terms would be vital in ensuring the removal of risk to the authority in terms of liabilities, insurance and indemnities; in ensuring the satisfactory management of the land whilst tenanted and the terms under which it would revert to the Council's possession.

9.3 Equality, Diversity and Human Rights

The Public Sector Equality Duty means that the Council must consider all individuals when carrying out their day-to-day work, in shaping policy, delivering services and in relation to their own employees.

It requires that public bodies have due regard to the need to:

- Eliminate discrimination
- Advance equality of opportunity
- Foster good relations between different people when carrying out their activities

As both Bridge and Sincil CLT will be carrying out further consultation with the community to decide how the site will be used they will be expected as tenants to consider equality and diversity as part of any decision on the use of the grounds.

The Neighbourhood Team will support this consultation phase to ensure that the voices of the many groups that we connect with are heard and can influence these proposals. Our range of engagement includes groups that support a diverse range of ages and groups that support residents who do not originate from the U.K, for example a group that supports member of the Bulgarian community.

9.4 Land, Property and Accommodation

A positive response to Sincil CLT & Bridge Church would mean that these areas of open space could be brought back to more beneficial public use.

Planning permission would not be required for use of the land as a community space. Permission may be required if structures were later proposed, however it is not expected that this will be the case.

Proposed lease terms as set out in the report, subject to requirement for notice of intention for leasehold disposal of open spaces and decision to proceed, or not, in light of any objections received.

9.5 Significant Community Impact

This is a key project in the Revitalisation of Sincil Bank. The strategy highlights the need to enhance open spaces in the area.

10. Risk Implications

10.1 Key risks associated with the preferred approach

The proposed lease terms would devolve responsibilities for the sites to the respective Tenants. In the event of the Community space failing, the land

would be returned to its current state at no cost to the Council and the land would revert to being a redundant site.

11. Recommendation

- 11.1 Officers to arrange public notices of an intention for leasehold disposal of the open spaces as Archer Street and Chelmsford Street
- 11.2 If no objections received, officers to finalise lease terms and complete lease formalities with Sincil CLT for the Chelmsford Street site.
- 11.3 If no objections received officers to finalise lease terms and complete lease formalities with Bridge Church for the Archer Street site (including the adjoining area beneath Pelham Bridge).
- 11.4 Should any objections be received in either case in response to the public notices, these to be reported back for consideration and decision on whether or not to proceed.

Is this a key decision? No

Do the exempt information categories apply? No

Does Rule 15 of the Scrutiny Procedure Rules (call-in and urgency) apply? No

How many appendices does the report contain? 3

List of Background Papers: None

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