



PROPOSED RELOCATION OF MARTON FOOTBALL CLUB

**EXECUTIVE MEMBER FOR REGENERATION AND CULTURE:
COUNCILLOR DAVID BUDD**

DIRECTOR FOR REGENERATION: TIM WHITE

8 May 2008

PURPOSE OF THE REPORT

1. The purpose of the report is to inform the Executive Member for Regeneration of the proposed relocation plans for Marton Football Club (Marton FC), which wishes to move from its current site on Hall Drive to a new purpose built facility on Council owned land at Saltersgill Avenue. It seeks endorsement to the principles of allowing Marton FC to secure a lease on the Saltersgill site through a private treaty agreement being reached with the Council on the appropriate lease arrangements and the return of the land at Hall Drive.

BACKGROUND AND EXTERNAL CONSULTATION

2. Marton FC is a successful and progressive organisation that has been in existence since 1982. It is responsible for 21 football teams ranging from under sevens to under eighteens. Marton FC continues to build upon this reputation through its ambitious expansion plans for both male and female football teams, currently 20 boys and one girls team exist, with a further two young female development teams in operation. The current playing field site at Hall Drive has become inadequate for its needs therefore a new venue within the town is sought, with enhanced capacity and facilities. The site is leased from the Council.
3. Marton FC would wish to encourage the take up of girls football and use by community groups and organisations and this proposal provides the opportunity to develop a new sports facility within Middlesbrough, and an excellent chance for young people to participate in regular weekly sporting activities. There are significant

strategic benefits resulting from the activities of such clubs. It currently provides structured activity for 450 young people every week and contributes to having a fitter and healthier population. The proposed relocation will allow Marton FC to provide further opportunities.

Relocation requirements

4. Initially, Marton FC was interested in relocating to Stainsby Hall Farm. This area is beyond the existing urban area of the town and raised a number of concerns:
 - a) the site is in the countryside and its use for the activities proposed would conflict with agreed planning policies;
 - b) environmental issues relating to noise and light pollution;
 - c) the adequacy of the vehicular access to the site; and,
 - d) the impact that increased traffic would have on the immediate locality.
5. Furthermore, in discussions with Council officers it was identified that there is an over supply of open space within Middlesbrough as detailed within the Green Spaces, Public Places 2007-2012 and Child's Play 2006-2011 strategies. In the light of such over provision it may be appropriate to allow Marton FC to better utilize under used existing amenity areas, rather than encourage expansion into the countryside outside the town.
6. Discussions subsequently therefore focused on two possibilities, both of which are in council ownership, at Prissick and Saltersgill. The opportunity to relocate to Prissick proved less attractive due to a variety of reasons, including the mixed ownership of the wider area. Appendix A details the sites at Stainsby Hall Farm, Prissick and Hall Drive.

Preferred option - Saltersgill

7. Marton FC has indicated that it would be keen to relocate to the Saltersgill site, which is approximately 14 hectares in size. This is more than sufficient to meet its needs. It is owned, managed and maintained by the Council. It is currently not used as an identified sports field and is merely an open grassed area. The opportunity for Marton FC to use the Saltersgill site on a long-term lease basis would provide better utilization and management of this area (see Appendix B), which could result in some limited cost savings in respect of ongoing maintenance.
8. The Saltersgill site would provide the club with the space required to realise its expansion and relocation plans and to create a purpose built facility. It has been suggested that a new facility could comprise of the following:
 - a) six 11-a-side football pitches;
 - b) eight 5-a-side football pitches;
 - c) an all weather pitch;
 - d) a dressing room / club house;
 - e) a café;
 - f) a sports hall / community hall; and,
 - g) car park (100 spaces).

9. Marton FC would wish to encourage community groups and organisations to use the new facilities, in order to engender a community spirit and a sense of ownership. This is an important consideration as at present the club only has limited provision for girls and community activities.
10. The opportunity to develop the Saltersgill site with the creation of a new leisure facility that complements the Council's Playing Pitch Strategy and the proposed Leisure Facilities review, would allow for an improved overall offer of playing pitch provision across the town, whilst also providing a modern sustainable sports/community complex. The new facility will complement the University of Teesside and Acklam Rugby Club's sports facilities and deliver a range of recreational facilities that will benefit the local community.
11. Initial internal discussions with officers from a variety of service areas, and a risk assessment have highlighted a number of considerations that would require satisfactory resolution before planning approval and an associated lease could be sanctioned. These include planning, road access, environmental health, licensing, legal and property matters and the continued availability of the Saltersgill site.

Private treaty agreement/options

12. However, before embarking on an expensive programme of project development Marton FC wish to secure the support of the Council to the principles of allowing a private treaty agreement for the Saltersgill site.
13. In adhering to Government policy, the Council is required to dispose of surplus land whenever possible at best consideration reasonably obtainable. This would normally mean seeking a number of options for the site through market testing. However, a private treaty agreement could be regarded as a possible option for the Council to take in order to progress a particular issue where it is satisfied that the outcome of such an agreement will produce financial and non-financial benefits equivalent to an open market sale. Alternatively the Council could consider undertaking some soft market testing of the site to identify if other external parties would be interested in developing the site for recreational purposes.

Private treaty rationale

14. There is a restrictive planning policy regime in respect of the Saltersgill site contained within the adopted Middlesbrough Local Plan that stipulates that the land should only be used for open space activities. It is therefore likely that only an activity that maintains the open integrity of the area would be acceptable. This includes primarily open sports facilities, such as the type of proposals put forward by Marton FC. Furthermore, the Council's Sports Development service has stated that, to date, only Marton FC has intimated a strong desire to relocate here.
15. Entering into a private treaty agreement with Marton FC would enable a currently under utilised piece of land to be developed into a purpose built facility providing a range of sporting and community activities.
16. Furthermore, there could be the opportunity for the Council to encourage a community management of asset approach to the establishment of a new facility at

Saltersgill. The range of direct and indirect benefits in relation to this type of approach could engender greater community pride in the area and address any negative perceptions of the locality, whilst also providing the organisation with greater ability to secure additional finance.

17. In order to continue negotiations to relocate Marton FC from Hall Drive to Saltersgill, agreement must be reached on the approach to be taken in respect of the allocation of the new site solely to Marton FC. As detailed below there are both positive and negative implications on entering into a private treaty agreement with the club:

Positive:

- a) allows Marton FC to pursue expansion plans at a site large enough to accommodate the range of pitches and pavilion/function room proposed;
- b) provides an identifiable base for Marton FC to operate from for future years;
- c) will provide an exciting modern sporting facility that complements existing recreational provision within an area that will benefit the wider community and users of these facilities;
- d) enables a more effective partnership arrangement to be developed between the Council and Marton FC;
- e) the restrictive planning policy regime on the site limits the types of activities and end use of the site, with no interest being made by any other party at this time;
- f) better utilization and management of the site, which could result in some limited cost savings in respect of ongoing maintenance; and,
- g) complements the Council's Playing Pitch Strategy, delivering a range of recreational activities on a currently under utilised piece of land.

Negative:

- h) perceived lack of transparency by virtue of not undertaking a best consideration of land exercise; and,
- i) lack of market testing could prevent the Council from identifying the true value of the land and possible rental returns that could be generated from other interested parties.

18. In light of the above information, it is considered that in this instance the benefits of a private treaty agreement would outweigh any potential negative issues. However, if a private treaty agreement were to be entered into, the following conditions would apply:

- a) Marton FC would be required to further demonstrate its commitment to the Saltersgill proposal. It is therefore proposed that a twelve-month deadline is imposed, following Executive approval, for the club to provide written proof of commitment;
- b) in addition, the Council would be prepared to provide Marton FC with a period of up to three years to progress its respective planning and funding applications further;
- c) after the three years had elapsed, should there have been unsatisfactory progress made in terms of obtaining planning approval and securing the necessary funding, the Council would reserve the right to cancel the private treaty agreement, which would give an opportunity to other potential developers to come forward with proposals for the land;

- d) further development of under utilised aspects of the club, such as the number of girls teams would be essential to promote inclusivity; and,
- e) Marton FC would be required to begin a process of consultation, to include a series of planned public consultation events.

OPTION APPRAISAL/RISK ASSESSMENT

19. The above analysis sets out two clear options which are:

- a) for the Council to enter into a private treaty arrangement with Marton FC, to allow it relocate from Hall Drive to Saltersgill, providing the stipulations in paragraph 18 above are adopted; or,
- b) that the Council undertakes soft market testing which would enable other organisations to come forward with alternative proposals.

20. A number of potential relocation sites were considered by Marton FC, however due to the club's specific requirements, as detailed in paragraphs four to six, the premises at Saltersgill have been identified as being suitable and available.

FINANCIAL, LEGAL, AND WARD IMPLICATIONS

Current Premises at Hall Drive Site

- 21. The playing fields at Hall Drive are subject to a lease between Marton FC and the Council for a term of six years from September 2004 at a rent of £2,700 per annum, which is currently under review.
- 22. As the creation of a new facility at Saltersgill may take up to five years to complete. Marton FC wish to renew the current lease agreement on the Hall Drive site, until such time as any new facility becomes available.
- 23. There could be a loss of annual rental to the Council on the Hall Drive site if another user was not identified prior to Marton FC relocating. This loss would be based on current lease conditions and equate to £2,700 per annum although this figure could change if inflationary elements to these annual costs were incorporated. However, a new income source would be generated from the lease for Saltersgill.
- 24. Under the current lease agreement, Marton FC upon vacation, may be required to return the Hall Drive site to its original state. This matter would need to be satisfactorily resolved as part of the agreement on the lease arrangements for the Saltersgill site.

New facility at Saltersgill

- 25. It is expected that a mixture of funding will support the creation of a new facility at Saltersgill. It is not envisaged that there will be direct costs to the Council in respect of either capital or revenue expenditure.
- 26. The content of the lease agreement, which includes an appropriate rent level and other conditions, such as a community lease clause, will need to be finalised in due course. It is recommended that delegated authority is given to the Council's Valuation and Estates and the Director of Legal and Democratic services to negotiate the terms of the lease.

27. The creation of an additional sports and community facility on the Saltersgill site would need to be managed and monitored closely. Safeguards could be built into any lease agreement to ensure that the correct level of direction was given to Marton FC on the use of the premises, while enabling a reasonable level of community access was provided, especially if the pavilion/function room was to be used for community events and formal celebrations.
28. The proposed relocation will potentially have direct impact on three wards – Acklam, Ladgate and Beechwood. Acklam will be affected by the loss of an active sports organisation operating within the ward, however it is hoped that a new leaseholder can be identified prior to Marton FC vacating the Hall Drive site.

RECOMMENDATIONS

29. It is recommended that the Executive Member for Regeneration approves:
 - a) the principles of entering into a private treaty with Marton FC to use the Saltersgill Avenue site for a new pavilion/function room facility and football fields, subject to reaching agreement on the site area, associated rental level and terms/conditions and providing the Council with written proof, within twelve-months of an Executive approval, of its commitment to relocate to the Saltersgill Avenue site (see paragraph 18);
 - b) establishing an identified time period i.e. three years from the date of Executive approval, that Marton FC should be given to progress its planning and funding application proposals for the Saltersgill site;
 - c) the return of the land at Hall Drive subject to appropriate contractual arrangements being agreed with the Council; and,
 - d) delegated powers to the Director of Legal and Democratic services to negotiate the terms of the lease.
30. Further update reports to the Executive Member for Regeneration on these matters will be presented once the Council's property interests are addressed, and prior to further discussions on technical details of implementation are undertaken.

REASONS

31. The recommendations are required to enable formal discussions between Marton FC and respective officers to be commenced to further pursue the relocation proposals and/or allow other interested parties to present their proposals for use of the Saltersgill site.

BACKGROUND PAPERS

32. The following background paper was used in the preparation of this report:
 - a) Spaces to Play: Middlesbrough Sports Playing Pitch Strategy 2007,
 - b) Green Spaces, Public Places 2007-2012 Strategy; and,
 - c) Child's Play 2006-2011 Strategy.

AUTHOR: Lawrence Kerrigan
TEL NO: 01642 729052