

RIBBLE VALLEY BOROUGH COUNCIL REPORT TO COMMUNITY SERVICES COMMITTEE

Agenda Item No.

meeting date: TUESDAY 18TH MAY 2010
title: DUNSOP BRIDGE CAR PARK – RENEWAL OF LEASE
submitted by: JOHN C HEAP - DIRECTOR OF COMMUNITY SERVICES
principal author: GRAHAM M JAGGER – STREET SCENE MANAGER

1. PURPOSE

1.1 To consider the option to renew the lease of Dunsop Bridge car park.

1.2 Relevance to the Council's aims and ambitions: -

- Mission statement & vision shared by the Local Strategic Partnership
 - An area with an exceptional environment and quality of life for all sustained by vital and vibrant market towns and villages acting as thriving service centres meeting the needs of residents, businesses and visitors.
- Council Ambitions
 - To be a well managed Council providing efficient services based on identified customer needs.
 - To protect and enhance the existing environmental quality of our area.
- Council Objectives
 - To conserve our countryside, the natural beauty of the area and enhance our built environment.
- Citizens Charter
 - We will carry out enforcement of our pay and display car parks.
- Council Priorities 2010/11
 - None

2. BACKGROUND

2.1 During late spring, early summer of 1989 the Council constructed a new car park on land leased from the Duchy of Lancaster in Dunsop Bridge. The car park was alongside the already existing public conveniences.

2.2 Whilst the Council owns the land on which the public conveniences are situated the land for the new car park has been subject to a 21 year lease which expired on 24th March 2010.

2.3 Attached at Appendix 'A' is a copy of a plan showing, the car park, public conveniences and the land comprising the village green that the Council also currently maintains under an annual licence from the Duchy of Lancaster.

2.4 The yearly rent for the car park started off in 1989 at £20 per annum rising to £60 per annum in the later years of the lease. The annual licence fee for the village green started at £10 and is now £50 per annum.

2.5 The cost of constructing the car park in 1989 was £30,650. In 1994 £1,500 was spent on improvements to the landscaping around the car park and approximately a further £2,000 has been spent in general repairs and improvements in the last 6 year. The Council pays the National Non Domestic Rates for the car park each year in the sum of £750 and spends around £700 per annum maintaining the landscaping.

3. ISSUES

3.1 Just over a year before the date on which the lease was due to expire negotiations began on the possible renewal of the lease by way of correspondence with Smiths Gore of Fulwood the Agents acting for the Duchy of Lancaster.

3.2 The issue of the renewal of the lease had been included in the 2009/10 Street Scene Services Service Plan with the intention of a new lease allowing the Council to introduce pay and display parking at this car park in accordance with its policy of extending the management of car parks by way of charging for parking where it would be beneficial to do so.

3.3 The exchange of correspondence in the final 6 months leading up to the end of the lease was both frequent and detailed, giving both background to the desire to introduce charging for parking and costs/investment involved. The Agents were also advised of the proposed capital spending plans for improvements to the public conveniences and the car park itself as were planned for 2010/11.

3.4 Agents were reminded of the rapidly reducing timescale in the period after Christmas but despite our best efforts the expiry date came round without any offer on the table from them. As a result the lease expired and the Agents, the local Ward Member and the Parish Council were notified accordingly. Since 25th March 2010 we have withdrawn from the management and maintenance of the car park and left the Agents with the responsibility for it.

3.5 In the light of this the Agents asked for a meeting with my Street Scene Manager Graham Jagger who has been leading on this matter. A meeting did take place on Monday 12th April to consider whether or not a way forward could be found as regards a new lease for the site. The Agents were advised that it still remained the Councils aim to have the option to both renew the lease and to introduce charging for parking at this car park and that despite what had been mentioned in earlier correspondence the Council had no longer allocated funds to improve the public conveniences or the car park in the foreseeable future. The issue of the annual licence for the village green was also briefly discussed but without any conclusion. The Agents were invited to write to the Councils setting out their views on the matter and any terms and conditions that they might consider appropriate if a new lease was to be agreed.

3.6 In broad terms the Agents for the Duchy have proposed the following terms and conditions: -

1. A lease for a term of 20 years.
2. Car parking charging to be permitted on the understanding that agreement is reached with Lancashire County Council to restrict roadside car parking on the outskirts of the village (the precise areas to be discussed).

3. The lease to be on a full repairing and insuring basis.
 4. Rent to be assessed at 10% of the gross income of the site.
 5. Tenant to be responsible for all rates, charges, utilities, etc.
 6. Each party to bear their own legal costs.
 7. All terms of existing lease to be included in new lease.
- 3.7 In addition to the above the Agents have said that the granting of a new lease would also be conditional on the Council investing in capital improvements to the car park including reconfiguration to get more cars on the site.
- 3.8 I have advised the Agents that in respect of 3.6(2) we have no direct influence on the introduction of parking restrictions to achieve this condition. Their response has been that at this stage, all they are seeking is our support to try to convince the County Council that it would seem sensible to have a coordinated approach to try and resolve the potential knock on effect that the introduction of pay and display charging might have on the village.
- 3.9 In respect of 3.7 above I have advised that there is no longer funding available in the capital budget for 2010/11 for improvements to the site but there could be in 2011/12. They have confirmed that all they are asking for is an assurance that the site will be improved and it would seem sensible to reconfigure the layout, if possible, to maximise the useable space in the future.

4. RISK ASSESSMENT

- 4.1 The approval of this report may have the following implications.

Resources

- Entering into an Agreement on the terms proposed will mean a commitment to spend some or all of the £40,000 in the 2011/12 capital programme for improvements to car parks at Dunsop Bridge. There will also be a cost of purchasing and installing the pay and display machine(s) and necessary signage which could be accommodated in the capital spending. It is anticipated that the car park could generate around £4,600 per annum in gross income with 10% of this being paid over in rent for the site. The enforcement will be carried out by our existing Civil Enforcement Officers as part of their normal duties.

Technical, Environmental and Legal

- The technical work involved in introducing pay and display will be dealt with by existing staff. In environmental terms it is anticipated that there will be an increase in turnover of the use of the existing spaces on car the park allowing more people to use it when visiting the village. The legal issues will be handled by the Councils Solicitor.

Political

- There are no known political issues arising out of this report.

Reputation

- The Council's involvement in providing good quality off-street parking at reasonable charges should, after possible initial reaction to the proposals, enhance the Council's reputation.

5. RECOMMENDED THAT COMMITTEE

- 5.1 Agree to enter into a new 20year lease for the car park at Dunsop Bridge based on the terms as set out in this report.
- 5.2 Agree to introduce charging for parking by way of pay and display at a date to be approved following the completion of the lease agreement.

JOHN C HEAP
DIRECTOR OF COMMUNITY SERVICES

Background Papers

- Lease dated 23rd March 1989
- File ref 7/24/13 – Dunsop Bridge Car Park

For further information please contact Graham Jagger on 01200 414523.