

# RIBBLE VALLEY BOROUGH COUNCIL REPORT TO COMMUNITY SERVICES COMMITTEE

Agenda Item No.

meeting date: 8 NOVEMBER 2011  
title: DUNSOP BRIDGE CAR PARK – RENEWAL OF LEASE  
submitted by: JOHN C HEAP, DIRECTOR OF COMMUNITY SERVICES  
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## 1. PURPOSE

- 1.1 To consider the provision of a public car park at Dunsop Bridge in light of a revised offer of a lease for the necessary land, the availability of finance and the views of the Public Conveniences Working Group.
- 1.2 Relevance to the Council's ambitions and priorities:
- 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 the enforcement of our pay and display car parks
  - Council Priorities 2011/12
    - None

## 2. BACKGROUND

- 2.1 A detailed report on the history of providing a public car park in the village of Dunsop Bridge was presented to this Committee at its meeting held on the 18 May 2010. As a result of that report the Committee resolved (Min 22) to: -
1. Enter into a new 20 year lease for the car park at Dunsop Bridge based on terms set out in the report, except for the rent increase; and
  2. Introduce charging for parking by way of pay and display at a date to be approved following the completion of the lease agreement.
- 2.2 A further report was presented to this Committee at its meeting of the 7 September 2010 and as a result the Committee resolved (Min 256) to:

Defer the decision to enter into a new lease for the car park at Dunsop Bridge until after the spending review has been received and the financial position of the Council is known.

2.3 In respect of the latter resolution, the Council after consideration of its financial position has included £40,000 in the current year's capital programme for the improvements of the car parks. It would be appropriate to use this funding for improvement works to this car park if the Council decides to enter into a new lease for the occupation of the land for this use. Financially at least, the Council is now therefore in a position to proceed with a new lease for the car park which will involve it in resurfacing the car park and introducing a pay and display charging system.

### 3.0 ISSUES

#### 3.1 Current Operation of the Car Park

3.1.1 When the previous lease for the land on which the car park is located expired all responsibilities for the management of that land reverted to the landowner, i.e. the Duchy of Lancaster. The Duchy continues to make the land available for use to the public as a free car park. Note however that the Council has an outstanding responsibility to undertake certain repairs identified in the dilapidation survey undertaken when the last lease expired. Whilst the landowner's Agents estimate that the cost of these works is £23,000, their actual worth is estimated by Council officers as approximately £7,500. If however the Council were to enter into a new lease that would enable the land to be utilised as a Council managed car park, these outstanding works would be included in the overall resurfacing programme without additional cost.

#### 3.2 Public Conveniences

3.2.1 Public conveniences that are provided by this Council are located immediately adjacent to the car park on land that, unlike the car park, is actually owned by the Council. It can be argued that the provision of the conveniences and the car park go "hand in hand" i.e. the car park will generate demand for the conveniences, and vice versa and that there are synergistic benefits from running the two facilities in this outlying, but at times busy location.

3.2.2 The provision of the Council operated public conveniences across the borough is currently being considered by a member and officer "Public Conveniences Working Group". In order to assist this meeting of the Community Services Committee in its consideration of the future direction of the provision of the Dunsop Bridge car park, it can be said that the Conveniences Working Group are of the opinion that these toilet facilities should continue to be provided in this frequently visited and naturally beautiful setting. How these particular toilet facilities should continue to be provided is being considered by the working group as part of the overall review. A separate but brief report on this review appears on the agenda for this meeting of the Community Services Committee.

3.2.3 The condition of the existing toilet block is "fair", as opposed to the "good" condition of some other Council provided public conveniences. Previous requests for finance to upgrade these facilities have been unsuccessful.

#### 3.3 Lease Terms

3.3.1 The Agents acting for the Duchy of Lancaster have varied the heads of terms of the offered 20-year lease for the car park from those previously reported to this committee. The offered terms now propose that the rent for the site is set at £100 plus VAT per annum (reviewed against RPI every 5 years) and that any NET profit from the site is split 50/50 between the Council and the Duchy. Previous reported terms gave the rent at simply the £100 + VAT (reviewed against RPI every 5 years).

3.3.2 It is important to note that these revised terms do recognise that whilst the Council would not seek to create a profit from the proposed introduction of charges, the terms do recognise that the Council would however seek to recoup any capital investment it expends in the improvements to the car park.

3.3.3 The offered terms therefore allow for the annualisation of the capital funds expended by the Council in the improvement of the car park and that these monies, along with the annual operating and management costs, can be offset against the gross profit to determine the net profit from the site. It is most likely that once all allowable costs have been offset against the gross profit, no net profit will be realised. Hence, in practice, the terms remain unchanged to those previously reported and the revised annual rental payment is more in line with the expectations expressed by members at an earlier meeting of this committee.

### 3.4 Summary & Options

3.4.1 Progress with the upgrading and improvement of this car park has not previously been implemented because not all of the requisite conditions have been in place. It is now the case however that:

- a) post spending review finance is now available via the approved capital programme.
- b) a potential agreement for lease on more suitable terms is on offer
- c) a positive view on the continuation of the toilets is available.

3.4.2 Even with the above conditions in place, the Council's option not to enter into a lease for the land for use as a car park remains. Whilst the Duchy currently continues to offer the land as a free car park there is certainly no guarantee that arrangement will continue.

## 4. RISK ASSESSMENT

4.1 The approval of this report may have the following implications:

- Resources
  - Should parking charges be introduced there is an estimated potential income to the Council of £4,000 per annum. Enforcement of the pay and display system would be by way of existing staff and although the car park is in an isolated location it can be included in the patrol route of the Civil Enforcement Officers as they already patrol the pay and display car park at the neighbouring village of Slaidburn. The initial cost of installing the necessary equipment to support pay and display charging and the commitment to the resurfacing and landscape improvements would be funded from the existing approved capital programme.
- Technical, Environmental and Legal
  - The technical work involved in introducing pay and display charging for parking would be dealt with by existing staff as would any enforcement matters. The new lease agreement would be a matter for the Council's Solicitor as would be the necessary amendment to the Parking Order to introduce charging by pay and display.
- Political
  - There are no specific political issues arising out of this report.
- Reputation
  - The Council's reputation may be affected if it doesn't enter into a new lease and the car park is eventually closed by its owners.

5. RECOMMENDED THAT COMMITTEE

- 5.1 Decide that having in place an offer of appropriate lease terms, finance and a positive direction for the public conveniences, the Committee re-affirms the previous decision to enter into a new lease for the car park at Dunsop Bridge.

JOHN C HEAP  
DIRECTOR OF COMMUNITY SERVICES

Background Papers

- Lease dated 23<sup>rd</sup> March 1989
- File ref 7/24/3 – Dunsop Bridge Car Park
- Report to Community Services Committee 18 May 2010, & resultant Minute No.22
- Report to Community Services Committee 7 September 2010 & resultant Minute No. 256

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