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16 June 2015

## **S U M M O N S**

**MEETING:** Economic Development Board  
**DATE:** 24 June 2015  
**TIME:** 6.00pm  
**PLACE:** Committee Room 1, Town Hall, Gosport  
**Democratic Services contact:** Lisa Young

LINDA EDWARDS  
BOROUGH SOLICITOR

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### **MEMBERS OF THE BOARD**

The Mayor (Councillor Farr) (ex officio)  
Chairman of the Policy and Organisation Board (Councillor Hook) (ex officio)

Councillor Philpott (Chairman)  
Councillor Ronayne (Vice Chairman)

Councillor Ms Ballard	Councillor Edgar
Councillor Mrs Batty	Councillor Geddes
Councillor Beavis	Councillor Hylands
Councillor Mrs Cully	Councillor Langdon

## **FIRE PRECAUTIONS**

(To be read from the Chair if members of the public are present)

**In the event of the fire alarm sounding, please leave the room immediately. Proceed downstairs by way of the main stairs or as directed by GBC staff, follow any of the emergency exit signs. People with disability or mobility issues please identify yourself to GBC staff who will assist in your evacuation of the building.**

**This meeting may be filmed or otherwise recorded. By attending this meeting, you are consenting to any broadcast of your image and being recorded.**

### **IMPORTANT NOTICE:**

- If you are in a wheelchair or have difficulty in walking and require access to the Committee Room on the First Floor of the Town Hall for this meeting, assistance can be provided by Town Hall staff on request

If you require any of the services detailed above please ring the Direct Line for the Democratic Services Officer listed on the Summons (first page).

### **NOTE:**

- i. Councillors are requested to note that, if any Councillor who is not a Member of the Board wishes to speak at the Board meeting, then the Borough Solicitor is required to receive not less than 24 hours prior notice in writing or electronically and such notice shall indicate the agenda item or items on which the member wishes to speak.
- ii. Please note that mobile phones should be switched off or switched to silent for the duration of the meeting.

**AGENDA**

1. APOLOGIES FOR NON-ATTENDANCE
2. DECLARATIONS OF INTEREST

*All Members present are required to declare, at this point in the meeting or as soon as possible thereafter, any personal or personal and prejudicial interest in any item(s) being considered at this meeting.*

3. MINUTES OF THE MEETINGS OF THE BOARD HELD ON 26 NOVEMBER 2014 AND 21 MAY 2015.
4. DEPUTATIONS – STANDING ORDER 3.5

*(NOTE: The Board is required to receive a deputation(s) on a matter which is before the meeting of the Board provided that notice of the intended deputation and its object shall have been received by the Borough Solicitor by 12 noon on Monday 22 June 2015. The total time for deputations in favour and against a proposal shall not exceed 10 minutes).*

5. PUBLIC QUESTIONS – STANDING ORDER 3.6

*(NOTE: The Board is required to allow a total of 15 minutes for questions from Members of the public on matters within the terms of reference of the Board provided that notice of such Question(s) shall have been submitted to the Borough Solicitor by 12 noon on Monday 22 June 2015).*

6. RENEWAL OF LEASE FOR L4 SLIPWAY AT ELMORE, LEE-ON-THE-SOLENT

PART II

*To advise the Board of the proposal to renew the lease with The Crown Estate of the public slipway situated between the Lee Sailing Club and the Elmore Angling Club boat compounds, Lee-on-the-Solent.*

Contact Officer:  
Mark Johnson  
Ext 5750

7. EXTENSION TO GOSPORT AND FAREHAM INSHORE LIFEBOAT SERVICE (GAFIRS) SLIPWAY, STOKES BAY, HAMPSHIRE

*To advise the Board of the proposal to repair and remodel the lower end of the GAFIRS slipway (Stokes Bay), which requires approval to lease-in additional land from the Crown Estate.*

Contact Officer:  
Mark Johnson  
Ext 5750

8. ANY OTHER ITEMS  
*-which the Chairman determines should be considered, by reason*

Economic Development Board  
24 June 2015

*of special circumstances, as a matter of urgency.*

## AGENDA ITEM NO. 6

<b>Board/Committee:</b>	Economic Development
<b>Date of Meeting:</b>	Wednesday 24 <sup>th</sup> June 2015
<b>Title:</b>	Renewal of Lease for L4 Slipway at Elmore, Lee-on-the-Solent
<b>Author:</b>	Housing Services Manager
<b>Status:</b>	FOR DECISION

### **Purpose**

To advise the Board of the proposal to renew the lease with The Crown Estate of the public slipway situated between the Lee Sailing Club and the Elmore Angling Club boat compounds, Lee-on-the-Solent.

### **Recommendation**

That the Board approve the renewal of the lease for slipway L4 as set out in the report and authorise the Housing Services Manager in consultation with the Borough Solicitor to complete the negotiations and lease

#### **1 Background**

- 1.1 The Council currently holds a lease of part of the slipway (the pink land on the attached plan – Appendix 1) from The Crown Estate and this lease will expire on 31<sup>st</sup> October 2015. The Crown Estate has offered the Council a renewal on terms set out in Section 2 of this report
- 1.2 The existing lease is a twenty year term commencing on 1 November 1995 and expiring 31 October 2015, at a starting rent of £450 per annum, which was reviewed at five yearly intervals and now stands at £776.25 per annum
- 1.3 The slipway is maintained and operated by the Council (under the terms of the lease) and is for public use. Policy LP18 of the emerging Local Plan supports the retention and enhancement of recreational and cultural facilities, for the benefit of residents and visitors. In addition to providing this wider amenity benefit, the slipway is essential for the effective operation of the Elmore Angling Club and Lee Sailing Club and thereby also supports the retention of existing built community facilities. Streetscene confirm that this public facility is still required.

#### **2 Report**

- 2.1 Key terms of the new lease will be;

- 2.1.1 A term of fifteen years commencing 1 November 2015 at a starting rent of £1,000 per annum. The area of slipway under lease to the Crown is 230m<sup>2</sup>, therefore valued at £4.34 per m<sup>2</sup> slightly less than the value of the recent L5 slipway Lee-on-the-Solent lease renewal (1/01/14) and therefore considered acceptable as a starting rent.
- 2.1.2 On each fifth anniversary the rent will be subject to an upwards only review, based on open market value.
- 2.1.3 The permitted use of the slipway will remain as a facility for use by the public under the control of the Council.
- 2.1.4 The Council will fully maintain, repair and insure throughout the lease term.
- 2.1.5 The Council must reinstate, by removal of the section of concrete slipway on Crown Estate land and returning it to its previous state, at expiry of the lease, if The Crown Estate so requires.
- 2.2 A lease of this nature contains many other terms and these will be considered by the Council's Legal Services to protect the Council's interests

### **3 Financial**

- 3.1 The financial and contractual commitment to maintain and repair the slipway is already in place for the existing lease and therefore no additional burden will be taken on by entering into a new lease. Repair and maintenance issues arising in relation to such a solid structure are expected to be minimal. The Council already holds sufficient public liability insurance to cover any claims or actions that may arise through the lawful use of the facility
- 3.2 Should the Council renew the lease, then in addition to the annual rental there will be continuing costs for the cleaning of the slipway. This cost is currently a proportion of the approximate £1875 per annum cost for cleaning the whole slipway. As the larger part of the slipway is Council owned a significant proportion of this cost would remain, even if the Council chose not to renew the lease being offered by the Crown Estate.
- 3.3 A decision not to renew the lease could result in the Council having to spend in excess of £10,000 to remove the slipway and return the land to its former state

### **4 Risk Assessment**

- 4.1 The risks associated with this lease renewal are mainly financial but also reputational

- 4.2 Should the Council surrender the lease at the end of its current term (31 October 2015) then under the terms of yielding up, the Council would need to remove the section of the slipway it formerly leased from The Crown Estate, at its own expense, and return the land to its previous state (see 3.3 above).
- 4.3 The removal of the leased section of slipway, if the lease were not renewed, would prevent the public and the Lee Sailing Club and Elmore Angling Club members from launching vessels at any time other than high tide, thus significantly reducing the practical value of the facility, and potential loss of membership. Currently both Elmore Angling Club and Lee Sailing Club compounds and buildings are leased from the Council. .

## **5 Conclusion**

- 5.1 The slipway facility is well-used by the public and particularly by the Sailing and Angling Club members. The loss of the ability to launch craft at any time other than high tide would severely impact on the usability of the slipway and is likely to have an adverse effect on both clubs. This in turn could see the Council lose the rental from the clubs should they close, impacting upon the Council's Corporate Plan Objective.

<b>Financial Services comments:</b>	As detailed in paragraph 3
<b>Legal Services comments:</b>	The Council has the power to enter into this lease
<b>Crime and Disorder:</b>	None
<b>Equality and Diversity:</b>	None
<b>Service Improvement Plan implications:</b>	CXU/EPTC/063 (Work with partners to sustain and improve cultural provision in Gosport)
<b>Corporate Plan:</b>	PE2/004, Enhancing Gosport's unique character and heritage
<b>Risk Assessment:</b>	Contained in Section 4
<b>Background papers:</b>	None
<b>Enclosures:</b>	
Appendix 1	Plan
<b>Report author/ Lead Officer:</b>	Mark Johnson



## AGENDA ITEM NO. 7

<b>Board/Committee:</b>	Economic Development
<b>Date of Meeting:</b>	24 <sup>th</sup> June 2015
<b>Title:</b>	Extension to Gosport and Fareham Inshore Lifeboat Service (GAFIRS) Slipway, Stokes Bay, Hampshire
<b>Author:</b>	Housing Services Manager
<b>Status:</b>	FOR DECISION

### **Purpose**

To advise the Board of the proposal to repair and remodel the lower end of the GAFIRS slipway (Stokes Bay), which requires approval to lease-in additional land from the Crown Estate.

### **Recommendation**

That the Board approve the new lease-in of land and authorise the Housing Services Manager in consultation with the Borough Solicitor to complete the negotiations and lease.

#### **1 Background**

- 1.1 The Council currently holds a fifteen year lease of part of the slipway from The Crown Estate (the pink land on the attached plan – Appendix 1), expiring in 2026. The new works proposed will extend over the land coloured green on the same plan. The remaining slipway in the Council ownership is shown hatched brown.
- 1.2 The Council are planning to remodel and repair this important and well used slipway which will allow the safe passage of GAFIRS' new larger lifeboat
- 1.3 In order to complete the works the Council first requires permission from the Crown Estate to lease-in this additional land and they have offered a Lease on the terms outlined in Section 2 below
- 1.4 The slipway is maintained and operated by the Council (under the terms of the lease) and is for public use. Policy LP18 of the emerging Local Plan supports the retention and enhancement of recreational and cultural facilities, for the benefit of residents and visitors.
- 1.5 The slipway is also used by GAFIRS and the additional works will make safer the very lowest part of the slipway, which is required for the launching of the new larger lifeboat in 2015. The design of the repair and remodelling has come through the technical officers of the Coastal Partnership

- 1.6 The works can only be undertaken during the lowest of the springtides and the target date is the seven days centred on 1<sup>st</sup> September 2015.

## **2 Report**

- 2.1 Key terms of the new lease will be;
  - 2.1.1 A term to be agreed, but roughly of eleven years to expire on the 18<sup>th</sup> February 2026 (being the expiry of the existing lease of the slipway between the Council and the Crown Estate). The annual rent will be £150. The Council will need to meet Crown Estate's costs which are likely to be in the region of £2,000.
  - 2.1.2 On each fifth anniversary the rent will be subject to an upwards only review, based on open market value.
  - 2.1.3 The permitted use of the slipway will remain as a facility for use by the public under the control of the Council.
  - 2.1.4 On completion of the works, the Council will fully maintain, repair and insure throughout the lease term.
  - 2.1.5 As with the existing slipway, at expiry of the lease, the Council must reinstate the land by the removal of the section of concrete slipway on Crown Estate land, if The Crown Estate so requires.
- 2.2 A lease of this nature contains many other terms and these will be considered by the Council's Legal Services to protect the Council's interests.

## **3 Financial**

- 3.1 The financial and contractual commitment to maintain and repair the existing part of the slipway is already in place and the additional works cover an area of only approximately twelve square metres and therefore the additional maintenance burden is very small. The Council already holds sufficient public liability insurance to cover any claims or actions that may arise through the lawful use of the facility and indeed these works improve the lower end and further make this facility safer.
- 3.2 Should the Council approve the new lease, then there is the additional annual rent of £150 plus a 'one off' payment to Crown Estates to cover their costs associated with preparing the new lease (anticipated to be in the region of £2,000). These costs can be met from within existing budgets.
- 3.3 Budget provision for the slipway extension (estimate £18,000) is

included in 2015/16 revenue budget.

#### **4 Risk Assessment**

- 4.1 The repairs to the existing slipway are recommended through the Coastal Partnership, and the Council's reputation is at risk should the works not be carried out and an additional lease sought from the Crown Estate.
- 4.2 The Coastal Partnership recommended the repair and remodelling in light of the size and weight of the new lifeboat, to be launched from the slipway. Should the lease not be sought to carry out the works, the safety of launching this new vessel is put at risk.

#### **5 Conclusion**

- 5.1 The repairs and remodelling of the lower end of the slipway are essential for the safe launching of the new lifeboat and are required in any case through our contractual obligations through the existing lease. That the Council incurs additional costs through having to lease additional land from the Crown Estate is unavoidable.

<b>Financial Services comments:</b>	As detailed in paragraph 3
<b>Legal Services comments:</b>	The Council has the power to enter into the lease
<b>Crime and Disorder:</b>	None
<b>Equality and Diversity:</b>	None
<b>Service Improvement Plan implications:</b>	CXU/EPTC/063 (Work with partners to sustain and improve cultural provision in Gosport)
<b>Corporate Plan:</b>	PE2/004, Enhancing Gosport's unique character and heritage
<b>Risk Assessment:</b>	See Section 4
<b>Background papers:</b>	None
<b>Enclosures:</b>	
Appendix 1	Lease plan
<b>Report author/ Lead Officer:</b>	Mark Johnson – Head of Property Services

# Appendix 1



Crown copyright and database rights 2015 Ordnance Survey 100019624

Scale 1:500  
 0 4 8 12 16 20 m  
 Plan 1  
 If this map has been transmitted electronically, use the scale bar in preference to the written scale

TOWN HALL, HIGH STREET, GOSPORT,  
 HANTS, PO12 1EB.  
 DATE: 09/06/2015  


Not to Scale