

Subject: Great Yarmouth Health and Fitness Centre

Report to: Executive Leadership Team, Monday 17th June 2019
Full Council, Thursday 27th June 2019

Report by: Kate Watts, Strategic Director

CONFIDENTIALITY

The appendices of this report qualifies as exempt information under section 100(A)(4) and paragraph 3 of Part I of Schedule 12A of the Local Government Act (1972) as it is “information relating to the financial and business affairs of any particular person (including the authority) holding that information” and

In relation to the “exempt” information, it has been determined that the public interest in maintaining the exemption outweighs the public interest in disclosing the information because disclosure would adversely affect the authority’s ability to manage its commercial financial and business affairs.

Accordingly, the appendices to this report should remain confidential

EXECUTIVE SUMMARY

In December 2018 Council agreed to allocate capital funding to progress the redevelopment of the Marina Centre to Royal Institute of British Architects, (RIBA) stage 3 and to authorise officers to further explore funding opportunities to support this project. This report presents to Members the completed RIBA stage 3 report and recommends Members to:

- 1) Approve the development of a new Health and Fitness Centre on the existing Marina Centre site, essentially allowing the completion of RIBA stages to stage 7.
- 2) To approve a total capital budget of £25,893,000 to be included in the capital programme, to be financed as outlined within this report, from a mixture of borrowing, capital receipts and grants.

- 3) To approve the earmarking of £1,257,000 from the Council's asset management reserve to smooth the impact to the revenue account during the early years of the project and including the period of closure during the redevelopment process.
- 4) To authorise the commencement of the planning application process, with the aim of submitting the formal planning application in July 2019 along with the commencement of the procurement process for the demolition and construction of the new Centre.
- 5) To delegate authority to the Strategic Director to negotiate and formalise with Sentinel Leisure Trust the terms on which the Council's arrangements with them may be varied in order to accommodate the demolition of the current Centre, the redevelopment of the new Centre, along with its future operation. This may include entering into any documents which are required in order to put into effect the position negotiated with Sentinel. These documents may include, without limitation, a deed of variation to the Funding and Management Agreement, and surrender of the lease of the existing site.

1. BACKGROUND

- 1.1 In August 2015 Members approved a sport, play and leisure strategy for the Borough. In response, a report was developed highlighting what future capital investment was required by the Council to help deliver this strategy. This report was considered on 11th February 2015 by Cabinet and subsequently funding of £7.4 million was built into the Council's four-year capital programme for investment into its leisure centres, of which £1.8 million was subsequently spent on the redevelopment of the Phoenix Pool.
- 1.2 In September 2016 these works to the Phoenix Pool were completed and the site reopened to the public. Whilst these works were being undertaken a

Members Working Group on leisure was formalised, which started to investigate the options for future investment in the Marina Centre.

2. MARINA CENTRE PROJECT – PROGRESS OVERVIEW

- 2.1 Prior to August 2016 the improvement works for the Marina Centre had centred around the potential of renovating the existing Centre using the remaining capital allocated budget of £5.6 million. However, a detailed options appraisal of the Council's renovation proposals was undertaken by The Sports Consultancy in partnership with Sport England.
- 2.2 This work concluded that the minimum investment required for a refurbishment of the Centre would total just over £11.5 million but that this option was unviable for the Council as it would not make a positive change to the existing operating costs of the Centre.
- 2.3 Increasing the refurbishment budget to just over £14.5 million there was still a funding gap of £5.6 million, even with a slightly improved revenue provision.
- 2.4 Furthermore, the work concluded that although the cost per metre squared of a development is lower for refurbishment than new build, it provided for a much higher rate of return and reduced construction risks.
- 2.5 Therefore, in summary, a new build option offers the opportunity for the Council to provide a high quality efficient leisure centre for the community and visitors to the Borough. It will provide a longer-term solution with a designed life of up to forty years. A new build will also mean that the programme and cost risks will be more easily managed than for a redevelopment, where structural risks such as plant, mechanical and electrical issues would need to be mitigated against.
- 2.6 In February 2017 Policy and Resources Committee agreed to further investigations into a new build option to replace the existing Marina Centre leisure facility, alongside the preparation of a development brief for the wider

site and the exploration of potential private sector investment into this site.

- 2.7 In November 2017 Members approved a new build option to replace the existing Marina Centre and to move the project into its next phase of development, which was a detailed feasibility study falling within the Royal Institute of British Architects (RIBA) stage 2 phase of works. This stage of work included looking at potential development sites for the Centre, both on the Golden Mile and elsewhere in the Borough, and as a result it was agreed that to maximise the economic benefits of building a new Centre that it should remain on the Golden Mile to further boost the seafront economy, which brings direct benefits to the businesses and residents of the Borough.
- 2.8 In December 2018 Members approved the progression of this project to RIBA stage 3 and authorised officers to further explore funding opportunities. This paper also included the decision to build the new Centre on the existing Marina Centre site and was made after a detailed options appraisal of seafront sites was undertaken. This work concluded that rebuilding on the existing footprint would prevent the need to displace and relocate other seafront businesses along with ensuring the project remained affordable.
- 2.9 However, it was acknowledged that this would mean that existing users would be impacted during the duration of the build and therefore, the Council committed to working with these users to find interim solutions. Since this decision, elected Members, officers and Sentinel Leisure Trust (the centre operator) have met with various user groups to understand their needs and to try and identify, where possible, alternative solutions.

3. INTRODUCTION

- 3.1 This ambitious project is based on delivering three major outcomes for the Borough, which are:

- A new state-of-the-art iconic centre located on the Golden Mile that would enhance the existing tourism offer for the resort, boosting our thriving tourism economy
- The new centre would bring an opportunity for Borough-wide regeneration in providing more jobs for local residents, both during the construction phase and also once the new centre is fully operational
- The new centre would be a hub to promote and encourage healthy lifestyles for both indoor and outdoor activities, providing an opportunity for residents to increase their participation in physical activity and thereby prevent ill health

3.2 In summary, the provision of a new Centre will provide a much-needed iconic anchor destination for health and well-being activity both for residents of the Borough of Great Yarmouth and its visitors. It is clear this project will be a catalyst for change; both in terms of generating further investment on the seafront as well as promoting healthy lifestyles, positive mental health and well-being.

4. PROJECT ASSUMPTIONS

- 4.1 Whilst progressing this project through to RIBA stage 3 several assumptions have been made and tested with the Members Working Group, these are:
- That the new facility will create additional footfall along the seafront to enhance the visitor experience and as such will have a direct positive impact on the tourism economy which is worth £600 million annually to the Borough
 - That the new facility would welcome the general public through a central thoroughfare to link the town and seafront, showcasing activities and encouraging public involvement with the centre
 - That the new facility would be designed to maximise the attraction of the beach and provide better access
 - The financial workings of this project have assumed a good quality finish and fit out, as well as ensuring longevity and efficiency of the new build
 - That the first floor external terrace will have access from the café area below

- That additional car parking of around 100 extra spaces would be created to support the new facility

5. FACILITY MIX

5.1 The facility mix for the new Centre will consist of;

- Learner pool 15m x 8.5m with moveable floor
- 6 lane x 25m pool
- Poolside seating
- Sauna/steam/spa
- Clip and climb facility
- Sports hall
- Health and fitness gym
- Fitness and spin studios
- Multi purpose room
- Soft play area
- Café
- Car parking (around 100 extra spaces)
- 2 water flumes – to be externally fixed to the new facility
- Indoor confidence water area
- Fun splash pad, such as the type the Council installed on Gorleston seafront
- Meeting rooms and 1-2-1 consultation space

5.2 It is this mix of facilities that was launched as part of the public engagement events held in March 2019.

5.3 It should be noted that as a result of public engagement the scope of the 6 lane 25 meter pool has been improved so that it is able to support competition and gala use and as a result the plans have been developed to include:

- Additional 25cm length pool length
- Timing clocks

- Starting blocks
- Raised ends (to the pool)
- False start and turn flag indicators
- Tiered seating for 120 spectators

6. RIBA STAGE 3

6.1 Following the Council's decision in December 2018, RIBA stage 3 has been completed and has included:

- Detailed design work which has included the development of ground and first floor and plans, site plans, room area schedules and room data sheets
- A demolition plan and the commencement of asbestos survey work in preparation for the next phase of works
- A detailed public engagement exercise presented to Members in the May 16th 2019 Council report, which included direct liaison with a number of clubs currently using the Marina Centre
- Landscape design and methodology
- Fire engineering strategy (including escape / safety and materials)
- Review of traffic study and environmental study
- Engagement with Sport England and the addition of Sport England requirements into the design development of the project
- Planning engagement
- Procurement options development

6.2 See Appendix 1 for a full copy of the RIBA stage 3 conclusions.

7. PROCUREMENT OPTIONS

7.1 In accordance with progressing the design for the new Centre, a detailed review of procurement options available for both the demolition of the existing Marina Centre and new leisure centre's main-build works on site has been undertaken. The results of this work as developed by the lead consultancy

managing the project from the design side (Mace) recommends proceeding with a form of Contract that should enable the Council to maintain a high level of control over the project, whilst also allowing for Contractor input and an apportionment of risk that marries with the Council's low risk appetite towards the project.

- 7.2. For the demolition of the existing Marina Centre, it is proposed to progress with a 'Design & Build' approach. As demolition is a specialist element of Construction it lends itself well to a single-stage in which the Contractors can respond with their preferred approach to the project; this typically results in more favourable programme and cost responses. Progressing with a single-stage will also tie in with the proposed programme for delivery, enabling a start on site in November after the Retroskate 10th Annual Gala.
- 7.3 For the new centre's main-build works, it is proposed to progress with a 'two-stage Design & Build' approach; noting that by adding a second stage to the design and build procurement route, contractors are selected on the basis of their ability and understanding of the project, in addition to the pricing of works typically under the control of the main contractor. Initially, this will be progressed with a Pre-Qualification Questionnaire (PQQ) to generate market interest in the project whilst also allowing the Council to select Contractors for the first stage of this process that are suitably qualified and of a robust financial standing.
- 7.4 Following the successful completion of the PQQ, the RIBA Stage 3 (detailed design) will be used as the basis of a detailed tender pack for the 'first stage'; of procurement. This will enable the Contractor to return a reliable cost position at the end of this first stage. Prior to progressing into the 'second stage' a preferred bidder will be chosen on the basis of the quality of their overall tender return and their returned project cost.
- 7.5 Once the RIBA Stage 4 design is complete, the Contractor will commence a process of going out to the market for packages of work, in addition to preparing their 'Contractor's Proposals' which will also form part of the

ultimate main building Contract. At the end of the tender period the preferred bidder will submit their final cost submission for the scheme for review and acceptance; conducting any value engineering activities as required to reach an agreed financial position. The collaborative approach during the second stage assists in mitigating project risks and reduces the likelihood of a claims fuelled atmosphere with the Contractor.

- 7.6 In relation to the proposed form of Contract for the project, the two main suites of contracts used for construction projects in the UK were reviewed; Joint Contracts Tribunal (JCT) and National Engineering and Construction Contract (NEC). Mace have undertaken a review of a series of factors and are recommending that the Council follows the JCT Design and Build form of contract ensuring that the Council maintains price certainty and control. In addition, a series of proposed amendments to the standard JCT form have also been presented by as part of their procurement review, to introduce some of the processes from the NEC form of contract that will offer benefits around collaboration with the Contractor and clearer management of the programme as a contract document.

8. FINANCIAL IMPLICATIONS

- 8.1 During the development of the project the Council has approved the following from the current capital budget which was included in the capital programme in 2015:
- November 2017 - the Council approved option 5 as a new build and £120,000 for the RIBA stage 2;
 - December 2018 – the Council approved £560,000 for the progression of RIBA Stage 3.
- 8.2 The current capital programme includes £5.6million in relation to the Marina Centre and was assumed to be financed by borrowing. The revenue account

currently assumes the management fee payable to the current operators for the operation of the facility.

- 8.3 As the project has progressed the costs of the design of the build and the overall project has been updated. Alongside this the future revenue opportunities from the site have been refined taking into account the facility mix which has been informed by both current demand for the facilities and opportunity for future growth. Where there have been changes to the facility mix and the leisure offer, the associated revenue impact has been updated to reflect the improved revenue position that the new facility will generate.
- 8.4 As the RIBA stages have progressed, cost consultancy support has been used to develop the total cost for this project. This includes all design team costs, survey work, contingency and inflationary provisions alongside the capital cost for demolishing the existing centre and rebuilding a new one. This totals approximately £25.9 million and covers any associated costs of the project including the impact of compensation where applicable and all fees along with the capital cost of construction.
- 8.5 As highlighted earlier the new offer will provide an opportunity to reduce the ongoing revenue costs to the Council and it is this financial improvement that can be used to offset the revenue implications of the borrowing costs of the project. Overall there is expected to be an average annual improvement to the revenue position. The actual impact to the revenue account will fluctuate year on year, and in early years there will be annual growth to the revenue account, which will be mitigated by the use of earmarked reserves until year five after the new facility is opened, when there is a saving to the revenue account which can then be set aside for future maintenance of the facility.
- 8.6 During the construction of the new facility there will be an impact to the level of car parking income. The current site includes 105 car parking spaces along the seafront which generate in the region of £855 per space per annum of income. Whilst it can be assumed that some of the users will relocate to alternative parking provision, there is anticipated to be a reduction of income received

overall. The implications of this to the revenue account during the construction works has therefore also been considered.

- 8.7 Further detailed financial implications are detailed within Appendix 2.

9 RISK IMPLICATIONS

- 9.1 This report is the culmination of work that has previously considered options around the facility, including new build and refurbishment. There is a significant risk of doing nothing with the current facility including not being able to benefit from the impact that the redevelopment will have on the wider area in terms of regeneration and growth, retention and growth of business rates within the Borough.
- 9.2 As part of the RIBA stages for the project to date, a detailed risk register has been developed and is reviewed by the design team on a regular basis. In addition to these project risks there are a number of financial risks that are detailed in the following paragraphs;
- 9.3 Capital costs for the project exceed the budget – This can be a risk for any capital project and assuming no additional external funding is received, any additional costs above the approved budget will fall to the Council to fund, either through borrowing resulting in additional financing costs to the revenue account, or from a transfer from earmarked or general reserves. In addition, further unbudgeted or unidentified capital costs could be identified during the construction phase which are above the level assumed. These risks have been mitigated during the project through the use of external specialist advice to advise on the overall project design and associated costs. In addition a level of contingency and inflation has been allowed for within the total budget to further mitigate this risk.
- 9.4 Revenue growth – At a time when Local Government funding is facing continuous reductions, any budget growth needs to be considered in terms of the wider funding pressures and the benefits that the investment will deliver.

The overall project would deliver wider benefits to the Borough in terms of regeneration and growth along the seafront, and support the retention and growth in business rates which will be one of the main funding sources to local government moving forward.

- 9.5 Scheme financing – The overall scheme is currently assumed to be funded approximately 85% by the Council, of which a significant proportion would be funded through borrowing. It is therefore important that the final design of the building limits future running costs to minimise the impact on the Council's revenue budget in future years.
- 9.6 VAT implications – Significant capital spend can have an impact on the Council's partial exemption position, this will require the profile of spend to contractors for the capital costs to be planned in advance to mitigate any impact to the Council. In addition, the business case assumes that the future facility operates in the most tax efficient way and that full VAT is recoverable on the build costs. In order to mitigate any detrimental VAT treatment, including partial exemption and non VAT recoverable costs the legal arrangement for the operator will need to ensure that the Council's financial position is protected.
- 9.7 Temporary closure – The current project plan assumes closure of the current facility whilst the new one is built, with the new facility becoming operational in 2021. The financial implications of the closure of the current facility have not been reflected in the modelling at this time. The size of costs associated with the temporary closure will be informed by a number of factors, including the ability to redeploy staff to alternative sites and further mitigation will be developed during the next stage of the project through working with the current operator of the building.
- 9.8 Sensitivity net operating costs and income – The modelling has been based on initial income and expenditure assumptions allowing for growth in demand for the facilities offered; these will be subject to fluctuations in response to actual demand once the facility is open and will be monitored via the governance arrangements with the operator.

- 9.9 Funding – The business case makes assumptions on the level of external grant and capital receipts. Whilst initial exploration and communication has been undertaken with funding bodies and the amounts included have been informed by this work, until applications are approved the funding is not confirmed. The project currently assumes £3.75 million of external grants, if the funding application processes are not successful to the levels assumed, the implications will need to be assessed within the overall affordability of the project, and mitigation would include reviewing the level of capital receipts and use of unallocated reserves that can be allocated to the project to reduce the level of borrowing required.
- 9.10 Abortive Costs – To date the works have been treated as capital expenditure and funded from the capital project budget, if the project is not progressed, the costs incurred to date cannot be capitalised and would therefore have to be funded from revenue. This would require an allocation from general or earmarked reserves.

10. LEGAL IMPLICATIONS

- 10.1 As the project completes RIBA stage 3, formal planning permission for both the demolition and construction of the new facility will need to be obtained.
- 10.2 Members should note the current contractual arrangements in place with the operator of the existing Marina Centre:
- A fifteen year contract with Sentinel Leisure Trust for the management of both the Phoenix Pool and the Marina Centre, with the option to extend for a further 15 years known as the Funding and Management Agreement (FMA)
 - A 30 year lease between GYBC and Sentinel Leisure Trust for the Marina Centre tied to the Funding and Management Agreement
 - A tenancy at will of the Phoenix Pool

- 10.3 The Council is seeking a variation to the Funding and Management Agreement to enable services to be suspended during the demolition and redevelopment of the Centre. The terms of the variation remain to be agreed with Sentinel Leisure Trust, with positive negotiations ongoing.
- 10.4 Members also need to note that the Lease for the Marina Centre will need to either to be terminated under provisions in the Lease agreement or surrendered by agreement with Sentinel Leisure Trust. There are also various sub-tenancies and hire arrangements within the Marina Centre site which will need to be concluded.

11. EQUALITY IMPACT ASSESSMENT

- 11.1 When making decisions, the Council must give due regard to the need to promote equality of opportunity and eliminate unlawful discrimination. The Council takes this element of work very seriously, and as such, has brought into the project team an external Equality and Accessibility Officer to advise on all elements of the design to ensure that accessibility measures are at the heart of the new centre.
- 11.2 Equality impact assessments have been carried out for the two phases of the project – demolition of the existing Marina Centre and building of the new facility. These seek to identify whether there may be any disproportionate or detrimental impact on people with protected characteristics.
- 11.3 The full assessments and their findings are available upon request. Clear reasons are provided for each proposal to show why detrimental impact is not predicted, recognising that both projects are at an early stage. Both EQIA's are 'living documents' which will be updated as the project progresses.

12 CONCLUSIONS

- 12.1 This new health and fitness centre is an exciting project which will bring a state of the art facility to the residents of the Borough alongside supporting

the wider tourism offer, and in doing so will bring significant economic benefit.

13. RECOMMENDATIONS

13.1 This report presents to Members the completed RIBA stage 3 report and recommends Members to:

- 1) Approve the development of a new Health and Fitness Centre on the existing Marina Centre site, essentially allowing the completion of RIBA stages to stage 7.
- 2) To approve a total capital budget of £25,893,000 to be included in the capital programme, to be financed as outlined within this report, from a mixture of borrowing, capital receipts and grants.
- 3) To approve the earmarking of £1,257,000 from the Council's asset management reserve to smooth the impact to the revenue account during the early years of the project and including the period of closure during the redevelopment process.
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Area for consideration	Comment
Monitoring Officer Consultation:	Yes - Legal commentary is detailed within the report
Section 151 Officer Consultation:	Yes
Existing Council Policies:	Sports, Play and Leisure Strategy
Financial Implications:	Yes – Detailed within the report
Legal Implications (including human rights):	Yes - Legal commentary is detailed within the report
Risk Implications:	Yes – Detailed within the report & held within the project risk register
Equality Issues/EQIA assessment:	Yes – Completed with summary detailed within the report
Crime & Disorder:	Considered as part of the design considerations
Every Child Matters:	Will be considered by the operator in readiness for the opening of the new Centre