

# Parks and Leisure Committee

Monday, 24th January, 2011

## SPECIAL MEETING OF PARKS AND LEISURE COMMITTEE

Members present: Councillor O'Reilly (Chairman);  
the High Sheriff (Councillor Adamson); and  
Councillors Ekin, Hartley, Mallon, Maskey, McCabe,  
L. Patterson, G. Robinson, J. Rodgers and Stalford

In attendance: Mr. A. Hassard, Director of Parks and Leisure;  
Mrs. R. Crozier, Head of Parks and Leisure;  
Mr. G. Millar, Director of Property and Projects; and  
Miss L. Hillick, Democratic Services Officer.

### Apologies

Apologies for inability to attend were reported from the Deputy Lord Mayor (Councillor Humphrey) and Councillors Corr, Kyle, Mac Giolla Mhín, McCarthy and McVeigh.

### City of Belfast Golf Club

The Committee considered the undernoted report:

#### “Relevant Background Information:

**The committee will recall that its meeting in December 2010 it agreed to hold a special meeting to discuss the future of the City of Belfast Golf Course at Mallusk.**

**Members are reminded that the council purchased part of the lands which now form the City of Belfast Playing Fields Golf Course in a series of transactions in 1960. While the precise reason for the procurement is not clear it is our understanding that it was, at least in part, motivated by a shortfall in playing field provision within the city. Subsequently the playing fields opened around 1975 and the golf course was opened a decade later around 1985.**

**The playing fields remain under the sole management of Belfast City Council whilst the golf course has been under a facilities management agreement since 2005.**

**A review of committee decisions regarding the golf course, dating back to 2000 has been undertaken and an outline is presented. Members will note that between 2001 and 2005 there had been significant discussion regarding the issue of the future of the facilities and how they could best be managed. The main report would appear to be that which was presented in August 2004**

and an extract from the minutes of that meeting is attached. Within the report a range of options regarding the future management of the facility were considered. At that time it was agreed to proceed with a facilities management agreement relating to the administration and management of the golf course, maintenance of the club house, the car park area plus part of the grounds maintenance work.

#### **Facilities Management Agreement**

In 2005 the Council entered into a facilities management agreement with the City of Belfast Golf Club. Under the agreement the club would undertake the general management of the facilities on behalf of the council in accordance with the provisions of the agreement. This would include the acceptance of bookings, collection of cash, organising of events, provision of security, utility charges incurred in connection with the use of the facility and other maintenance operations as detailed in the schedule of works appended to the agreement. The agreement made reference to additional issues such as access, development of the site, public use etc. The agreement sets out the requirements for the provision of information to the council in respect of financial records and usage.

The agreement was to run for a period of 5 years with provision for a further 2 years providing there had been no breach. The current position is that the agreement will run to 31 July 2011 and will thereafter be extended on a month by month basis until the end of March 2012.

In return the council, in line with facilities agreements across the city, would pay a maintenance fee to the club which would reduce over the duration of the agreement. In addition, the club would be permitted to retain the income. Any profits accruing would require to be used for the betterment and improvement of the facility.

#### **Usage and membership including demographic breakdown**

The club has a current membership of 151 course members: ninety of which are club members. The membership is broken down as follows:

20% reside within the Belfast District;  
60% reside within the Newtownabbey borough; and  
20% reside in other districts including Antrim, Larne, Carrick, etc.

The usage figures for the course are as follows:

**Table 1 – Number of rounds played 2006-2011**

	Members	Non Members	Total
2006/2007	5,285	7,119	12,404
2007/2008	5,073	7,462	13,165
2008/2009	5,097	6,701	11,798
2009/2010	5,101	6,206	11,307
2010/2011*	4,568	5,800	10,368

*\* figures up to the end of November 2010.*

The committee will note from the Table 1 that the usage figures have been showing a slight downward trend and that there is a larger number of rounds played by non members (casual users). Unfortunately there is no information regarding residency of these non members.

The view of the club committee is that the course is a popular facility for the general public, particularly for those residents in North Belfast and its surrounding neighbours. The club suggests that the majority of the casual users reside within Belfast, mainly North Belfast. The information is however anecdotal and cannot be easily substantiated or refuted. However, the committee is reminded that Newtownabbey Borough Council has its own pay and play course at Ballyearl which we understand is well used by the residents of the borough.

Based on a review of the figures for December to March in previous years it would appear that the downward trend noted in 2008/2009 and 2009/2010 will be reversed in 2010/2011.

**Table 2 - City of Belfast Golf Club financial information**

Year Ending March...	Income (incl maintenance fee from BCC) (pre tax profit)	Maintenance Fee (£'s)	Net Expenditure (£'s)
2006	66,987	30,900**	93,341
2007	45,300	31,642	79,145
2008	52,542	27,634	86,209
2009	62,409	28,795	66,262
2010	44,245	23,722	N/A

\* Figures not available for end of year

\*\* The FMA started in 2005, no fee payable before this date

### **Planning position and future development**

The City of Belfast Playing Fields and Golf Course extends to 45 hectares located on the outside edge of the Belfast Metropolitan Area development limit. In planning terms any proposed development of the site would be constrained by country side policy, PPS21 and the general open space of public value policy PPS8. This latter policy contains a strong presumption against development for alternative purposes. However, there is an exception. If the site were to fall within the settlement limit, and if it could be demonstrated that the facilities on the site could only be retained and enhanced through realisation of part of the site for development then up to a maximum of 10% of the site area could be considered for appropriate commercial development. This represents 4.5 hectares, which is approximately 11 acres. Members are asked to note that the area currently does not fall within the settlement limit and while the Council has raised, as an objection under the BMAP process, the outcome of that objection will not be known until 2012.

The current planning position means that the site has virtually no developmental potential. However, the outcome of the BMAP process and/or the subsequent area plan for this location could provide an opportunity to realise development potential on part of the site in the medium term. From a planning and asset realisation perspective sufficient flexibility in terms of site management should be retained to allow for the potential release of value for the benefit of the remainder of the site and potentially other sites.

### **Key Issues**

The key issues for the committee to consider are:

1. The council has provided a golf course at the City of Belfast Playing Fields since 1985;
2. The facility has been managed through a facilities management agreement with the City of Belfast Golf Course Committee since 2005 and will expire in March 2012;
3. The fundamental premise of the original agreement was that there would be a net saving to the council;
4. The current arrangement appears to work effectively in so far as the club is complying with the requirements regarding the operation of the site, the club submits annual accounts and usage figures and holds regular meetings with council staff;
5. The key issue for the council to consider is whether it wishes to continue to provide the facility and if so how it will be managed;

1. The existing club house, which is a temporary structure is in need of replacement;
2. The club committee has submitted a letter, attached as Appendix 3, that sets out its vision for the future of the course and how it would work to support the facility.
3. The future development potential of the land is uncertain owing to the BMAP situation. However, even in the event of the land being re-designated, within the current economic climate and taking into account the issues associated with development briefs and securing planning etc, it is likely to be a number of years before any disposal could be secured;
4. Alternative use of the facility would require capital investment and would have additional revenue and whole life costs.

There are five main options open to the Council:

**Option 1 – Close the golf course and consider alternative uses of the land, including disposal;**

The council could decide to close the facility as it has no statutory obligation to keep it open. It is likely that closure would result in a financial saving however there would be an obligation for the council to maintain the site.

The main issue for the council to consider would be whether it would wish to leave the site vacant and undertake minimal maintenance or whether it would wish to consider locating alternative or additional provision relating to open space. This might include for example additional playing fields. This would however need to be considered within the context of the playing pitches strategy.

The committee should also be mindful that the contouring of the existing golf course is such that any development, such as pitch provision, would be expensive. A preliminary and superficial analysis of the golf course has been undertaken and would suggest that it could accommodate up to 7 full size pitches, 6 junior size pitches and additional changing facilities, the total estimated cost of which would be in the region of £5.5m (excluding revenue costs).

We have reviewed the usage figures at the City of Belfast Playing Fields. The current position indicates that the pitches are currently running at approximately 92% capacity, this is based on 80 uses per pitch per season.

**Option 2 – Retain the golf course and bring it back under sole council management;**

The committee is asked to recall that the decision to revert to a facilities management agreement was based on the premise that it would result in a financial saving to the council. It is unlikely that the council could undertake the sole management and maintenance of the facility within the existing budgets.

**Option 3 – Retain the golf course for 5 years and continue to manage it within the context of a facilities management agreement framework**

This option is basically the status quo; the implication being that the council continues to provide a golf course and that it is managed within the context of an agreement with an external body. However, the terms and conditions of that agreement could be reviewed.

In addition, Members are asked to note that the golf club committee has been in discussion with officers regarding the possible redevelopment of the club house and has offered to undertake to meet the capital cost through the use of club reserves and borrowing. This would however require security of tenure. The existing building is a temporary structure and is in need of replacement with either another temporary structure or a permanent facility.

**Option 4 – Retain the golf course, bring it under sole under council management and consider realisation of development potential in the medium term**

This option is basically option 2 with a view to considering alternative use of the facility and perhaps considering a development brief to test the market. This brief could be issued following a favourable outcome from the publication of the BMAP in 2012, but could be deleted until publication of the subsequent area plan.

**Option 5 - Retain the golf course and continue to manage it within the context of a facilities management agreement framework and consider realisation of development potential in the medium term**

This option is basically option 3 with a view to considering alternative use of the facility and perhaps considering a development brief to test the market. The total duration of the facility management arrangement, or series of arrangements,

should seek to deliver, as far as possible, the twin aims of sustaining the golf course in the medium term while not closing out potential medium term asset realisation. This brief could be issued following a favourable outcome from the publication of the BMAP in 2012, but could be delayed until publication of the subsequent area plan.

### Resource Implications

#### Financial

The financial implications will be influenced by the option chooses. However, on the basis that option 5 is pursued there will be no additional financial implications.

#### Human Resources

On the basis that Option 5 is chosen there are no additional human resource implications other than officer time including staff from Estates Management and Legal Services.

#### Asset and other implications

On the basis that option 5 is chosen there are no additional implications.

#### Equality and Good Relations Implications

There are currently no equality implications however this will continue to be reviewed as the chosen option is developed.

### Recommendations

It is recommended that the committee adopt option 5 above and agree that:

1. the golf course is retained as a functional asset;
2. the facility is subject to a facilities management agreement, the terms and conditions of that agreement will be reviewed in advance of a new agreement being entered into;
3. a condition report is obtained for the existing club house to consider remedial options;
4. officers await the outcome of the BMAP process and initiate at that time a review of the development options together with associated costs.

**Decision Tracking**

**The Principal Parks and Cemeteries Development Manager will submit an updated report in June 2011.”**

The Committee was reminded that, at its meeting on 9th December, it had agreed that a special meeting be held to consider the future of the City of Belfast Golf Club. It was reported that Messrs. G. Buchanan, D. Linder, P. Long and K. McGlennon, City of Belfast Golf Club, were in attendance and they were admitted to the meeting and welcomed by the Chairman (Councillor O'Reilly).

Mr. Long pointed out that the Club had celebrated 25 years of operation during 2010 and that the current Facility Management Agreement, which had been in place since 2005, had in his opinion resulted in massive net savings for the Council. He stated that a voluntary professionally experienced management team oversaw the operation of the Club and he drew the Members' attention to the Club's successful financial performance over the previous six years. He pointed out that the current Facility Management Agreement would expire during July, 2011 and that the Club wished to develop, at no cost to the Council, a new Clubhouse at the site and, in order to realise its plans and to obtain a mortgage, would require the extension to the agreement for a minimum of fifteen years. However, in order to enable the Club to obtain finance from relevant funding bodies, the Club was seeking an extension to the agreement for a period of up to twenty-one years. He referred also to the need for a fence to be erected on part of the course in order to prevent balls from causing damage to the property at the nearby Rogan Wood Development and stated that the club would undertake to provide 50% of the costs associated therewith.

Mr. Long referred to the fact that the facility attracted users from all over North Belfast and that it was a community Golf Club which encouraged all users to participate in the sport of golf.

In response to a Member's question, Mr. Linder outlined the investment which the Club had undertaken at the site, including minor repairs to the existing Clubhouse, the provision of new equipment, the erection of a fence along the second hole and the repairs to property which had been undertaken due to incidents of anti-social behaviour. In addition, the Club had paid for the provision of extra security.

The Chairman thanked the representatives for their informative presentation and they retired from the meeting.

Arising from discussion in the matter, the Director pointed out that a report in relation to the provision of a fence to prevent golf balls causing damage at Rogan Wood would be submitted for the Committee's consideration at a future meeting.

After discussion, the Committee agreed:

- (i) to adopt Option 5 contained within the report; and
- (ii) in principle that the Facility Management Agreement be extended for a period of up to twenty-one years, subject to:
  - a) further information in relation to the Club's business case for the replacement of the Clubhouse being submitted within a period of six months;
  - b) the business case to specify in detail how the redevelopment was to be financed; and
  - c) a buy-out clause being incorporated within the Agreement.

In addition, the Committee agreed that the Club be encouraged to hold events which would be of benefit to the citizens of Belfast.

Chairman