

REPORT PRESENTED TO COUNCIL ON 8 AUGUST 2013

*PART 1 – PUBLIC DOCUMENT	AGENDA ITEM No.
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**NORTH HERTFORDSHIRE MUSEUM & COMMUNITY FACILITY
HITCHIN TOWN HALL LTD: PROPOSAL FOR THE INCLUSION OF 15 BRAND STREET**

REPORT OF THE STRATEGIC DIRECTOR OF CUSTOMER SERVICES & PROJECT EXECUTIVE

PORTFOLIO HOLDER: COUNCILLOR TONY HUNTER

1. SUMMARY

- 1.1 To consider a request for a further “guarantee” by Hitchin Town Hall Ltd (HTH Ltd) and a material change in Hitchin Town Hall Ltd’s funding arrangements for the acquisition and incorporation of 15 Brand Street in to the project.

2. RECOMMENDATIONS

Council is recommended to either:

- 2.1 Agree to the request for the inclusion of a revised Put Option in favour of Hitchin Town Hall Ltd detailed in paragraph 8.5 and 8.7 and accept the revised funding structure detailed in paragraph 8.8-8.11 with the associated risks attached to both and, if so;
- 2.2 Agree that this is subject to the condition outlined in paragraph 3.6 of the Part 2 Report and that authority be delegated to the Strategic Director Customer Services in consultation with the Strategic Director Finance Policy and Governance, the Portfolio Holder for Community Engagement Rural Affairs and the Contracts Solicitor, to agree any required variations to any Legal Agreements to incorporate the proposed changes to the scheme, or;
- 2.3 Decline this request and ask officers to present possible alternative courses of action.

3. REASONS FOR RECOMMENDATIONS

- 3.1 To reflect the significant changes in the proposals already agreed by Council and, in view of this;
- 3.2 To provide Council with the option of proceeding with the Development with the amended terms required by Hitchin Town Hall Ltd or to determine it will pursue an alternative course of action.

4. ALTERNATIVE OPTIONS CONSIDERED

- 4.1 Alternative options were not considered in detail as the report deals with a specific non-negotiable requirement of Hitchin Town Hall Ltd to secure an additional “guarantee” and require NHDC to accept the revised acquisition funding structure.

5. CONSULTATION WITH EXTERNAL ORGANISATIONS AND WARD MEMBERS

- 5.1 The Portfolio Holder for Community Engagement & Rural Affairs has been consulted and the opportunity for informal scrutiny by Political Groups has been offered to Group Leaders and Opposition Spokespersons. A workshop for all Councillors to provide an opportunity to consider this report in detail has been arranged immediately prior to Council. Any significant feedback from these consultations will be reported at your meeting.

6. FORWARD PLAN

- 6.1 As the proposal does not form part of the Council’s overall policy framework for 2013/14 and because of the scale of the changes involved, this decision is presented to full Council and is therefore not a ‘key decision’ and has not appeared in the Forward Plan.

7. BACKGROUND

- 7.1 On 23rd April 2013 Council agreed to incorporate 15 Brand Street in to the agreed development with Hitchin Town Hall Ltd for the creation of a new North Hertfordshire Museum and Community Facility (minute 130) . In doing so, it resolved:

- (1) *That the inclusion of 15 Brand Street into the North Hertfordshire Museum and Community facility development, as described in the body of the report, be agreed, on condition that:*
- (a) *Significant changes to the layout from those illustrated at Appendix 3 to the report will not be considered unless there was significant benefit to the Museum and that no significant additional costs or delay to the project would occur;*
 - (b) *Any conditions required by the Adventure Capital Fund (ACF) are achievable within the Council’s assessed programme and financial estimates, detailed in Paragraphs 8.25 and 10 of the report;*
 - (c) *Authority be delegated to the Strategic Director of Customer Services, in consultation with the Strategic Director of Finance Policy and Governance, the Portfolio Holder for Community Engagement and Rural Affairs and the Contracts Solicitor, to agree any required variations to any Legal Agreements to incorporate the proposed changes to the scheme; and*
- (2) *That, subject to Resolution (1)(b) above, the necessary expenditure from the Capital Programme of £100,000 to finance the Council’s contribution be agreed, and officers be delegated authority to enter into the necessary legal agreements.*

- 7.2 The decision making history of this project which stretches back to 2005 is fully referenced at paragraph 17 ‘Background Papers’.

- 7.3 A copy of the report considered by Council on 23rd April 2013 (with amendments showing as track changes) is attached Annex 1 (and in the corresponding Part 2 report) and Members attention is specifically drawn to paragraph 11 in that Part 1 report and paragraph 3 in the Part 2 report, detailing the risk implications.
- 7.4 Since Council agreed to incorporate 15 Brand Street officers have, in consultation with the Portfolio Holder, continued to negotiate with Hitchin Town Hall Ltd to confirm the necessary changes in the revised Development Agreement and, as part of this and at a late stage, it became apparent that Hitchin Town Hall Ltd were seeking an additional “guarantee” during the development period by way of an extension of an existing “guarantee” in favour of ACF to secure their lending in respect of acquisition of 14 Brand Street. In brief, Hitchin Town Hall Ltd indicated that it too would require a similar “guarantee” in respect of 15 Brand Street by way of a ‘Put Option’ although this was not an explicit part of the proposal considered by Council in April 2013.
- 7.5 Hitchin Town Hall Ltd have now also confirmed that the funding model outlined in Annex 1 of the 23rd April 2013 Part 2 report ‘Hitchin Town Hall Ltd 15 Brand Street Acquisition funding’ has changed significantly and this new version is attached in the Part 2 report at Annex 1. The funding arrangements will now rely on an “unsecured long term loan” taken by Hitchin Town Hall Ltd for £140,000 in addition to one donation of £50,000 instead of the entire acquisition being funded by “donations” (See paragraph 8.8-8.11)
- 7.6 In parallel NHDC and the Council’s Architect Buttress, Fuller, Allsop Williams (BFAW) have continued to manage the re-design of the scheme and negotiation of the variation to the tendered work with the construction contractor. The Council has also advanced the appointment of the Exhibition Design contractor to meet Heritage Lottery Fund grant application deadline due in November 2013. Both BFAW and the Exhibition Design contractor have been appointed on a limited basis to progress work ahead of the anticipated commencement of the development in order to minimise the Council’s financial risks.
- 7.7 The key stages and progress are detailed in the table in paragraph 8.12. A slight slippage in the programme to negotiate the variation to the tendered contract price has been experienced as a result of the need to reconfirm subcontractor costs because of the passage of time since these were first submitted. As a result, ACF have been requested to authorise an extension in their lending conditions to HTH Ltd to allow for the award of contractors on 7th September instead of 16th August. Confirmation of this is not expected to be unreasonably withheld although at the time of writing a response had yet to be received and verbal update on the position will be provided at your meeting.

8. REQUESTED AMENDMENTS TO THE PROPOSAL FOR THE INCLUSION OF 15 BRAND STREET – ISSUES

Development Agreement – Put Option

- 8.1 The key changes reported to Council in the Development Agreement as known when this was last considered in April 2013 were set out in paragraph 8.29 of Annex 1. These were:

- 8.19.1 *The scope of the development would be expanded to include 15 Brand Street in the scheme.*
- 8.19.2 *The Council would have until 30th September 2013* to procure the main building contractor. Within 10 working days after this date, HTH Ltd would complete the purchase of 14 Brand Street and the Council would formally award the building contract. Both events would occur simultaneously.*
- 8.19.3 *Documents annexed to the Development Agreement such as Leases, option agreements and plans would be updated to include 15 Brand Street.*
- 8.19.4 *The Planning Permission for 15 Brand Street was granted in February 2013 and the Development Agreement would include reference to this planning permission.*

[*Date subsequently varied to 16 August 2013]

8.2 Figure 1 below illustrates the key stages in the Development Agreement. The additional “guarantee” now being requested by way of an extension of the ‘Put Option’ to incorporate 15 Brand Street would be applicable throughout this period i.e. from the date of the Agreement until the completion of the Lease.

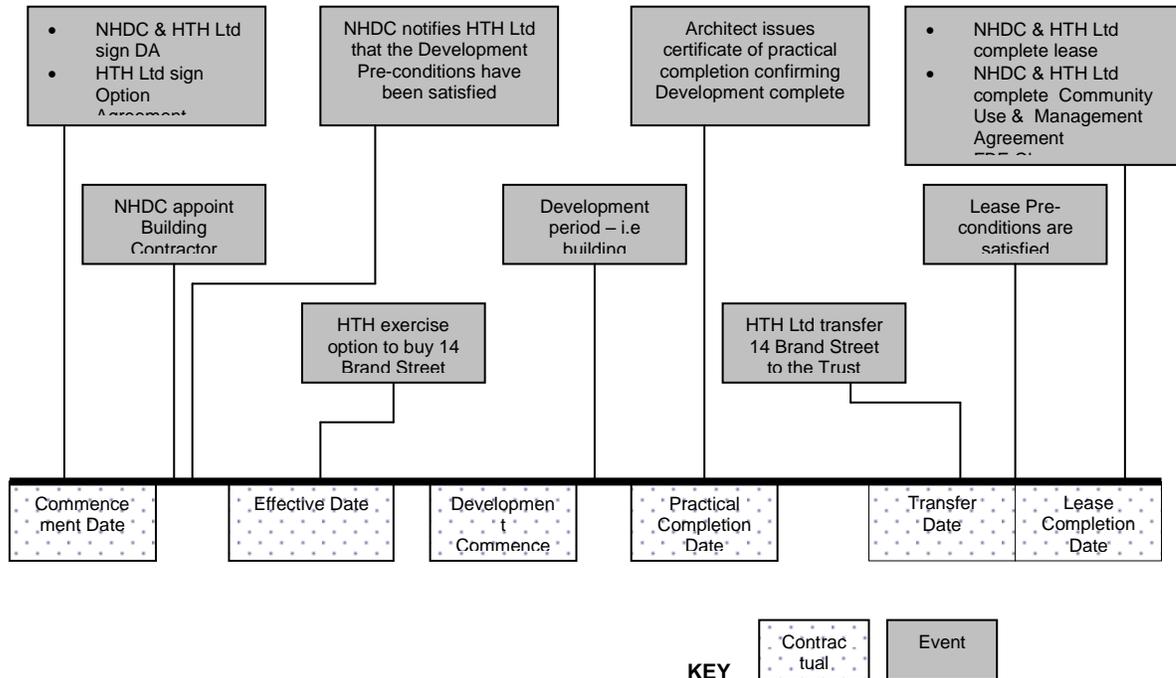


Figure 1: Key Stages in the Development Agreement

8.3 The Development Agreement sets out the legal obligations on the parties, from the beginning to the end of the Development (i.e from signature through to all conditions being satisfied and the lease granted). In essence it states that the following sequential events will occur:

- NHDC will appoint the Architect
- NHDC will appoint the Building Contractor
- HTH Ltd will acquire 14 Brand Street and allow NHDC access to the site for the purpose of the Development.
- NHDC will carry out the Development
- HTH Ltd will fit out the kitchen for the Café at its own cost
- The Architect will confirm completion of the Development
- HTH Ltd will pay its contribution to the Building Contractor
- HTH Ltd will transfer 14 Brand Street to the Trust
- NHDC will grant HTH Ltd a Lease in the agreed form and will also enter into the Community Use and Management Agreement.

The Agreement sets out the detail of each of these stages and deals with ancillary matters such as:

- Dispute resolution
- Liaison arrangements
- The ability for the Agreement to be used as financial security by HTH Ltd.
- Standard clauses that would ordinarily appear in a legal agreement of this nature

8.4 The Put Option was a clause introduced at the request Adventure Capital Fund (ACF), Hitchin Town Hall Ltd's bankers, and was reported to Council when it agreed the Development Agreement, Lease and associated Management and Community Use Agreements on 15th October 2012. At that time Council noted (paragraph 5.6 of that report):

- *Grant of Put Option by the Council- this new clause addresses the requested ' Guarantee from NHDC to repay to ACF any investment made by them in the event that the project is not completed'. ACF have made it a requirement for a new Clause 11 within the Development Agreement, that would require the Council to grant a 'Put Option' to HTH Limited that, in the event of a Trigger Event, HTH Limited may exercise the Option to require the Council to re-purchase the property at 14 Brand Street from them.*

The Put Option can only be exercised from the date of the Agreement until completion of the Lease to HTH Limited.

The Trigger Events are [in summary] (i) that the Works have not commenced or progressed in a manner likely to achieve the Target Completion Date (ii) HTH Limited terminates the agreement under Clause 8.3 due to a material breach by the Council of its obligations or (iii) the Target Completion Date has not been achieved by 14 November 2016.

In the event of any one of the above, trigger events above occur the Council would be required to purchase 14 Brand Street for the sum of £250,000. Other consequential risks to the Council have already been identified, in the event any of the Trigger Events occur.

The Agreement has also been amended at Clause 8.4, to take into account the provisions of this proposed Direct Agreement with ACF.

- 8.5 On 29 July 2013 HTH Ltd confirmed that it was seeking an extension of this Put Option to incorporate 15 Brand Street. The increase in the value of the option required is £190,000 (the purchase price for 15 Brand Street, increased following an independent valuation from the maximum £180,000 envisaged) Notwithstanding the nature of the proposal to incorporate 15 Brand Street, in which the acquisition of the property was envisaged as being without further cost or risk to NHDC when reported, Directors of HTH Ltd have confirmed that they are not willing to accept the risk of not having such an Option.
- 8.6 Although the request to extend the Put Option to cover the new liability on HTH Ltd represented by the new £140,000 “loan” to partly finance the acquisition of 15 Brand Street is understandable, Officers do not believe this new liability was assumed when the Council agreed to the revised scheme as has been suggested by HTH Ltd.
- 8.7 In summary, the non negotiable position of HTH Ltd Directors is that the Council must agree to the terms of the amended Put Option and, in doing so, accept an additional financial risk of up to £190,000. If Council choose not to accept this risk, the project would be unable to proceed in its current form. The financial risks section of this Report illustrates the effect on the Council’s overall risk value should it wish to accept this change. Further consideration of the risk implications is provided in the Part 2 section of this report.

Hitchin Town Hall Ltd Revised ‘Acquisition Funding’ for 15 Brand Street

- 8.8 During the course of negotiations to agree a revised Agreement Hitchin Town Hall Ltd advised that their funding structure was being modified and would no longer be funded by donations (albeit ‘donations’ which could be repaid and pay interest at Hitchin Town Hall Ltd’s choice) but instead would rely on a long term unsecured loan and one donation. The new funding arrangements are set out in Annex 1 of the Part 2 report but for ease of comparison the key features of both are set out below

Hitchin Town Hall Ltd Acquisition Funding for 15 Brand Street		
	23rd April 2013	1st August 2013
Coupons (Equity/Capital Structure)	2 x £60k may be issued*	1 x up to £140k
Interest on Coupons	Maximum 2%#	Maximum 2%
Donations	3 x £60k	1 x £50k
“Loan”	N/A	£140k
Total	£180k	£190k

Table 1: Comparison of original proposed acquisition funding of 15 Brand Street

Note - *# to be repaid or paid at HTH Ltd’s Option

- 8.9 The changes illustrated in Table 1 above reflect a significant change in the structure of HTH Ltd's acquisition funding. Whilst HTH are confident their overall financial model is capable of accommodating repayments of both the £140,000 loan by 2013 and 2% annual interest payments until that time, this will mean a proportion of the projected surplus during this period will not be available to invest in HTH Ltd's charitable objectives – primarily the operation and management of the Town Hall itself.
- 8.10 In summary, the change in acquisition funding represents a potential risk to HTH Ltd as it would be required to repay a "loan" and be required to pay interest unlike the original arrangements where it could choose to do either at its discretion. Should HTH Ltd be unable to meet these payments, a degree of risk would in turn fall on NHDC.
- 8.11 Further commentary on the risks arising from this are provided in Part 2 of this report and in the financial implications section 10.

Revision to Timetable

- 8.12 The current project timetable is below. Conclusion of negotiations with the preferred contractor were due to be concluded by 16th August 2013 but it is now envisaged that this will conclude by the end of August and, subject to ACF's agreement, will entail formal award contract by 7th September.

Task	Duration	Start	Finish
Council & Trust to agree 15 Brand Street	14 days	04/04/2013	23/04/2013
Negotiate new DA and legal approval	14 days	04/04/2013	23/04/2013
ACF to agree to extension and conditions	1 wk	24/04/2013	30/04/2013
BFAW lead in time	3 wks	01/05/2013	21/05/2013
2 weeks contingency	2 wks	22/05/2013	04/06/2013
Design	27.5 days	05/06/2013	12/07/2013
Review existing scheme for statutory compliance	0.5 wks	05/06/2013	07/06/2013
Develop revised areas to stage E	2 wks	07/06/2013	21/06/2013
Redevelop affected adjoining areas to stage E	0.5 wks	21/06/2013	25/06/2013
Develop revised areas to stage F	2 wks	26/06/2013	09/07/2013
Redevelop affected adjoining areas to stage F	0.5 wks	10/07/2013	12/07/2013
Revise Bill of Quantities	2 wks	12/07/2013	26/07/2013
Negotiate with preferred contractor	3 wks	26/07/2013	16/08/2013
Subject to agreement, dates to be advanced by c.3 weeks from this point			
Contractor Mobilisation	5 wks	16/08/2013	20/09/2013
Start in site	0 days	20/09/2013	20/09/2013
Construction period	55 wks	20/09/2013	10/10/2014
fit out works (community)	4 wks	10/10/2014	07/11/2014
Museum fit out	12 wks	10/10/2014	02/01/2015
object insulations	8 wks	02/01/2015	27/02/2015
2 weeks contingency	2 wks	27/02/2015	13/03/2015
Public opening	1 day	13/03/2015	16/03/2015

Table 2: Current project timetable August 2013

9. LEGAL IMPLICATIONS

- 9.1 Cabinet has responsibility for agreeing policies and strategies other than those reserved to Council. Strategic decisions relating to Museums and Halls are not reserved to Council but in this case because of the potential capital expenditure involved, and in accordance with previous decisions, this matter continues to be presented to Council.
- 9.2 The General Power of Competence contained within the Localism Act 2011 came into force on 18 February 2012 and effectively replaced the previous wellbeing powers. The statutory General Power of Competence gives a local authority the power to do “anything that individuals generally may do”. Section 1(4) of the same Act confirms that in using such power the local authority may do so for the benefit of the authority, its area or persons resident in its area. This power is relevant when confirming that the Council has power to enter into the Legal Agreements set out in detail in this Report.
- 9.3 The Public Libraries and Museums Act 1964 and the Local Government (Miscellaneous Provisions) Act 1976 confirms the Council’s statutory power to operate a Museum. S111 of the Local Government Act 1972 confirms that a local authority has power to do any thing (including in relation to finance and property) which is calculated to facilitate, or is conducive or incidental to, the discharge of any of their functions.
- 9.4 When considering the proposed Lease, Section 123 of the Local Government Act 1972 gives a Local Authority the power to dispose of land provided that it does so for the best price reasonably obtainable. The consent of the Secretary of State is required for any disposal where the consideration is less than the best that can reasonably be obtained, and the Secretary of State has issued a general consent in this regard (the General Disposal Consent 2003). Under the general disposal consent a Local Authority can dispose at less than best consideration if:
- a) The local authority considers that the purpose for which the land is to be disposed is likely to contribute to the achievement of any one or more of the following objects in respect of the whole or any part of its area, or all or any persons resident or present in the area;
 - i) The promotion or improvement of economic well-being;
 - ii) The promotion or improvement of social well-being;
 - iii) The promotion or improvement of environmental well- being; and
 - b) The difference between unrestricted value of the land to be disposed of and the consideration for disposal does not exceed £2,000,000

10. FINANCIAL IMPLICATIONS

- 10.1 The financial risks of such a complex project are numerous but the following table attempts to summarise the key elements in the current scheme using the Council’s method of assessment for known financial risks used in the budget setting process. This is an updated version to that provided in the April 2013 report and reflects the Put Option that requires the Council to purchase both 14 and 15 Brand Street if a “Trigger Event” occurs.

ANNEXE 1

When setting the Council’s budget for 2013/14 the risk value of £444k was included as part of the General Fund minimum fund balance recommendation. The risk value, should the revised Put Option be agreed, is now assessed at £629k. This will require an increase in the minimum general fund balance to be maintained to cushion against the potential risks. A low risk is defined as ‘unlikely’, medium as ‘possible’ and high as ‘likely’. Officers have endeavoured to mitigate risks within the terms of the Development Agreement where possible but it is clearly not possible to provide absolute certainty on this point.

Risk	Risk Likelihood	Range of Risk Value	% Allowance	Assessment of Risk Value
The Council pulls out from the project before completion and is deemed to be in material breach of the Development Agreement. Note: The Council would also need to resource incurred project costs from general fund resources if the project is not completed. This is currently expected to be funded from set aside capital receipts (£154k - £2.5million).	M	£0k - £40k (HTH Ltd costs) & £440k (purchase price of 14 and 15 Brand Street) £278k (costs incurred to date see paragraph 10.3)	25%	£185k
The facility is not ready for opening on the agreed date in the Development Agreement	H	£20k - £50k (per quarter – HTH Ltd costs)	50%	£18k* (per quarter)
The anticipated funding for the loan for legal fees		£0k - £20k	25%	£5k
The HLF stage 2 application is not successful	M	£0k - £831K	25%	£208k
When tendered the construction and fit out costs are higher than expected and the project cannot be completed within budget	M	£0k - £850k (higher value represents a 20% overspend)	25%	£213k
Procurement Challenge leading to a delay in completion and legal costs.	L	£20k - £50k (per quarter – HTH Ltd costs)	0	0
Total		£758k - £2.5million		£629k

the ability to reinvest the equivalent amount back into the facility over the period to 2030 unless HTH Ltd are able to achieve surpluses or receive further donations over and above this.

Funding Source	Amount £'000	% of Total Estimated Project Cost
Council Resources (Capital Receipts / Set Aside Receipts)	2, 706	57%
Section 106 (estimated)	120	2%
HLF grant (stage 1)	123	3%
HLF grant (stage 2)	831	17%
Total Council Funding	3,780	79%
HTH Ltd contribution (Adventure Capital Fund Grant and Loan)	550	11%
HTH Ltd Purchase of 14 Brand Street (Adventure Capital Fund Grant and Loan)	300	6%
HTH Ltd Purchase of 15 Brand Street - donation	50	1%
HTH Ltd Purchase of 15 Brand Street – secured loan	140	3%
Total HTH Ltd Funding	1,040	21%
Total Estimated Project Cost	4,820	100%

Table 4: Anticipated funding at April 2013

- 10.3 As at the end of July 2013 the Council has spent a total of £278k on the project since work began in 2009/10. Should for any reason the scheme not proceed to completion any costs incurred cannot be funded from capital sources and would need to be funded from the general fund.

11. RISK IMPLICATIONS

- 11.1 The risks identified in the report to Council on 23rd April 2013 which are still current are reproduced below. References are those to the report itself at Annex 1;

Additional risks or those which would significantly change should 15 Brand Street be incorporated are detailed in the body of this report and in the accompanying Part 2 paper. These can be summarised as:

- *Difficulties in reaching and maintaining an agreed position on the incorporation of 15 Brand Street (paragraph 7.6 and Part 2 Para 3.3)*
- *Hitchin Town Hall Ltd's continuing aspiration to incorporate further design changes after any revisions may be agreed (Para 8.10, 8.11, 8.19, 8.34 and Part 2)*
- *Financial, Legal and Procurement risks arising from the increased scale and complexity of the project Para (8.1, 8.20, 8.28, 9, 10 and Part 2)*
- *Conditions which may be sought by ACF (Para 8.1, 8.32, Part 2 Para 3.12 – 3.32)*
- *Design and construction risks in respect of complexity, timescales, contract variations and party wall matters (Para 8.19)*

- 11.2 A commentary on these risks and new risks arising from HTH Ltd current position appears in the Part 2 Report.

12. EQUALITIES IMPLICATIONS

- 12.1 The Equality Act 2010 came into force on the 1st October 2010, a major piece of legislation. The Act also created a new Public Sector Equality Duty, which came into force on the 5th April 2011. There is a General duty, described in 12.2, that public bodies must meet, underpinned by more specific duties which are designed to help meet them.
- 12.2 In line with the Public Sector Equality Duty, public bodies must, in the exercise of its functions, give **due regard** to the need to eliminate discrimination, harassment, victimisation, to advance equality of opportunity and foster good relations between those who share a protected characteristic and those who do not.
- 12.3 The proposal made in this report, to include No 15 Brand Street into the overall scheme and by doing so to expand the foyer/entrance area available fulfils the authority's statutory disabled access requirements, provided that level, ramped or assisted access i.e. by lift or platform lift, is included within the final design.

13. SOCIAL VALUE IMPLICATIONS

- 13.1 As the recommendations made in this report do not constitute an additional public service contract, the measurement of 'social value' as required by the Public Services (Social Value) Act 2012 need not be applied, although equalities implications and opportunities are identified in the relevant section at paragraphs 12.

14. HUMAN RESOURCE IMPLICATIONS

- 14.1 There are no direct Human Resource implications arising from this report other than those associated with adequately resourcing the project team which faces an increased workload at a point when many of those involved are also supporting other key corporate projects.
- 14.2 Museum staff continue work on the collections, particularly those items stored at the Burymead Resource Centre. The ongoing programme of cleaning, auditing and re-packing museum objects would continue, as would photography, cataloguing and research of items for inclusion on e-Hive, the forthcoming digital database. Any extension would enable staff to plan future exhibitions and museum events earlier than expected.

15. APPENDICES

- 15.1 Annex 1 Part 1 and Part 2 Report to Council 23rd April 2013 North Hertfordshire Museum & Community Facility: Proposal for the Inclusion of 15 Brand Street

16. CONTACT OFFICERS

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17. BACKGROUND PAPERS

- 17.1 Report to Cabinet 23rd August 2005 on the Findings of the Review of the North Herts Museums Services.
- 17.2 Report to Cabinet 27th January 2009 on the Future of Museums Services.
- 17.3 Cragg Management Services report on the possible relocation of North Hertfordshire Museums to Hitchin Town Hall- Annex 2, Cabinet 19th May 2009
- 17.4 Report to Council on 3rd December 2009: Hitchin Town Hall/Museum Feasibility Study Outcomes and Actions Arising
- 17.5 Report to Council on 11th February 2010: Hitchin Town Hall/Museum Community Group Proposal
- 17.6 Report to Cabinet on 28th September 2010: Hitchin Town Hall/ Museum Proposals
- 17.7 Report to Council on 10th November 2010: Hitchin Town Hall/ Museum Proposals
- 17.8 Verbal update to Council on 7th April 2011: North Hertfordshire Museum & Community Facility at Hitchin Town Hall
- 17.9 Report to Cabinet on 26th July 2011: North Hertfordshire Museum & Community Facility: Project Update
- 17.10 Report to Council on 10th May 2012: North Hertfordshire Museum & Community Facility
- 17.11 Report to Council: 15th October 2012 North Hertfordshire Museum & Community Facility
- 17.12 Report to Council 23rd April 2013 North Hertfordshire Museum & Community Facility: Proposal for the Inclusion of 15 Brand Street