

Growth and Regeneration Scrutiny Commission



Agenda

Date: Thursday, 9 January 2020

Time: 6.00 pm

Venue: City Hall Meeting Spaces - First Floor - 1P 09 - City Hall, College Green, Bristol, BS1 5TR

Distribution:

Councillors: Paula O'Rourke (Chair), Fabian Breckels (Vice-Chair), Harriet Bradley, Mark Bradshaw, Tom Brook, Martin Fodor, Carole Johnson, Kevin Quartley, Jon Wellington, Mark Weston and Mark Wright

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Date: Tuesday, 7th January 2020



Agenda

13. Temple Island Regeneration Approach

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Growth and Regeneration Scrutiny Commission

9th January 2020



Report of: Stephen Peacock, Executive Director Growth and Regeneration

Title: Temple Island Regeneration Approach

Ward: Windmill Hill and Lawrence Hill

Officer Presenting Report: Stephen Peacock

Contact Telephone Number: 0117 922 3114

Recommendation

The Scrutiny Commission are asked to note the proposal for ongoing oversight of the agreed disposal of the Temple Island site to Legal and General through the establishment of a Working Group as set out in this paper.



1. Context

1. At the 2nd July 2019 Cabinet meeting, Cabinet received an update on proposals for Temple Island and the proposed disposal to Legal and General. Approval was also given to continue dialogue with L&G, with in-principle agreement that the Council would seek to enter in to a conditional land sale agreement with L&G relating to the site and enter into an Agreement for Lease for a new office building on Temple Island, subject to further detail and refinement of proposals.
2. Following a period of further detailed negotiation with L & G, we are reverting to Cabinet on the 21st January to:

Provide a further update on progress with L&G on Temple Island within the context of the wider growth and regeneration plans for Bristol;

 - i) Secure final approval to enter in to conditional agreements with L&G based on the agreed Heads of Terms
 - ii) Secure approval for funding to continue progression of the scheme (including on site investigations), and;
 - iii) Secure approval for the development and submission of funding applications to WECA to support enabling works required to bring forward the development of Temple Island and the subsequent draw-down and expenditure of any confirmed WECA funding on those enabling works.
3. Approval by Cabinet on the 21st January and the subsequent entering into the conditional land disposal agreement will enable L & G to commit the very substantial funding required to progress their proposed scheme of development through the planning process.
4. Following discussion with the Chair of Growth and Regeneration Scrutiny Commission, in order to provide the appropriate level of oversight through this process, it is proposed that a Working Group be established to provide input at appropriate touch points over the next 12 - 18 months.
5. This arrangement has worked well in another important area – Managing Student Housing Growth – and it is proposed similar arrangements are followed here.
6. The Working Group would include representation from each political party with a commitment to work alongside officers with a remit broadly based on the decision to be made by Cabinet to include oversight of contractual arrangements, site preparation work and funding applications and regeneration approach to Temple Island. The Terms of Reference will be agreed between the Chair of Growth and Regeneration Scrutiny Commission, the Executive Director of Growth and Regeneration and the relevant Cabinet Member.
7. It is anticipated that the Working Group would meet on a bi-monthly basis, and would represent a commitment on all sides to work with officers to establish an enduring relationship

between Legal and General as the master developer, BCC as landowner and with the relevant Cabinet Member to ensure that this key site is delivered in a timely manner and in accordance with the terms of the Land Disposal Agreement and the Memorandum of Understanding to be entered into between BCC and L & G which is appended to this paper as a draft.

2. Public Sector Equality Duties

- 2a) Before making a decision, section 149 Equality Act 2010 requires that each decision-maker considers the need to promote equality for persons with the following “protected characteristics”: age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation. Each decision-maker must, therefore, have due regard to the need to:
- i) Eliminate discrimination, harassment, victimisation and any other conduct prohibited under the Equality Act 2010.
 - ii) Advance equality of opportunity between persons who share a relevant protected characteristic and those who do not share it. This involves having due regard, in particular, to the need to --
 - remove or minimise disadvantage suffered by persons who share a relevant protected characteristic;
 - take steps to meet the needs of persons who share a relevant protected characteristic that are different from the needs of people who do not share it (in relation to disabled people, this includes, in particular, steps to take account of disabled persons' disabilities);
 - encourage persons who share a protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low.
 - iii) Foster good relations between persons who share a relevant protected characteristic and those who do not share it. This involves having due regard, in particular, to the need to –
 - tackle prejudice; and
 - promote understanding.
- 2b) An equality impact assessment has been undertaken as part of the Cabinet papers seeking approval to the proposed disposal to L & G

Appendices:

Draft Memorandum of Understanding between BCC and L & G

LOCAL GOVERNMENT (ACCESS TO INFORMATION) ACT 1985

Background Papers:

Cabinet 2nd July 2019 - Temple Island – update on proposals and disposal arrangements

Memorandum of Understanding

between

Legal & General (“**L&G**”)

and

Bristol City Council (“**BCC**”)

This memorandum of understanding (“**MOU**”) sets out the terms and understanding between L&G and BCC in relation to the Temple Island scheme (the “Scheme”) and the wider Temple Quarter development activities.

Background

L&G supports the values outlined in BCC’s One City Plan and is keen to work with BCC to achieve their aspirations for the city within the Scheme.

The shared aim between BCC and L&G for the Scheme is to deliver a world class development that has inclusivity, well-being, environmental sustainability, and connectivity at its heart.

Purpose

This MOU seeks to provide a strategic umbrella arrangement under which BCC and L&G can engage in specific and strategic projects and activities within the Scheme and the wider Temple Quarter in order to deliver against an agreed set of objectives and development principles.

L&G will actively support the BCC’s priorities for the city, promoting its goals for:

- **Environmental Sustainability:** this is embedded in the design and investment process at L&G. L&G aspires to create highly sustainable developments and will work closely with BCC’s initiatives, including Bristol Energy, to this end. The ecological emergency necessitates that BCC and L&G work together to reduce the carbon emissions from their shared endeavours wherever possible, including on the Scheme.
- **Inclusive Economic Growth:** the Scheme will provide the city with office space to support local businesses as well as nurture early stage start-ups and encourage learning. The aim is to create a self-sufficient ecosystem in order to retain talent, attract new businesses and harness the creative spirit of Bristol. L&G shares Bristol’s desire to ensure that new developments, including the Scheme, provide new opportunities for training, apprenticeships and jobs – particularly for economically disadvantaged groups in the city.
- **Affordable Housing:** the Scheme will aim to deliver 40% affordable housing across all tenures from social to affordable rent, to meet the needs of all residents and help create a vibrant, mixed community. L&G will offer an accelerated pace of delivery, with that ratio of affordable homes delivered within the first phase of the scheme.
- **Quality Public Realm:** our shared ambition is to create thriving new districts within the city, offering exemplar amenity space, clean air, connectivity, and opportunities for leisure and recreation.
- **Increased Social Value:** L&G will engage with the local community to understand their aspirations for the Scheme. This will be reflected in the design and use of the space. L&G will

also measure, and seek to maximise the social value generated throughout the life of the Scheme.

- **Innovation:** L&G and BCC will explore the utilisation of modern methods of construction.
- **Health and Wellbeing:** L&G will be supportive of BCC's ambitions in this space considering both mental and physical health in Bristol. L&G will incorporate this in the design and schedule of initiatives at the Scheme and in the wider Temple Quarter area (such as opportunities for innovative and dynamic meanwhile uses).

All the values outlined above are interdependent, and will be considered together when making strategic decisions for the Scheme.

In order to achieve the above objectives, L&G and BCC agree to undertake the following activities:

1. work collaboratively to realise the shared objectives above for the Scheme (agreed objectives aligning with those agreed between BCC and its partners undertaking the Temple Quarter master plan commission, as stated above). This will, amongst other things, involve activity to support delivery of the University of Bristol's TQEC; supporting and promoting BCC's (and its partners') plans for investment in Temple Meads (both property and infrastructure); and work to identify and progress further strategic projects that would deliver in line with the agreed objectives. Such projects to include both existing and proposed projects;
2. work under an agreed governance arrangement and meet regularly to report on progress and agree next steps – reporting to a quarterly board/steering group; and
3. facilitate the involvement of other organisations, including those currently involved in the promotion of developments within the Temple Quarter and beyond (such as Homes England; Network Rail; WECA and University of Bristol).

The parties also agree to:

- a) publically announce or confirm a strategic arrangement between BCC and L&G to work collaboratively to realise strategic city ambitions across existing, proposed and future schemes;
- b) share non-confidential consultancy advice obtained by either party and to act in good faith to realise the agreed objectives for the Temple Quarter; and
- c) utilise respective expertise to ensure they provide best value in delivering the objectives of the partnership.

L&G and BCC understand the requirement to be flexible and adaptable, and therefore will commit to be in constant review of the objectives and activities in order to respond to society's changing needs.

Projects

Any projects identified through discussions between the parties will adopt the principles identified in this document in so far as they are applicable. Projects will be progressed on a case by case basis and legal and financial arrangements would reflect the requirements of that specific project.

Existing holdings

L&G's existing holdings total circa £275 million in the Temple Quarter region.

Other information

This MOU shall become effective upon signature by the parties and will remain in effect until modified or terminated by any one of the parties.

Each party is to cover their own costs in participating in the partnership.

It should be noted that by signing this document or by participating in the strategic partnership, L&G and BCC are not committing to any legally binding obligations. It is intended that the parties remain independent of each other and that their collaboration and does not constitute nor authorise the entry into a commitment for or on behalf of each other.

Nothing contained or implied in this MoU shall prejudice or affect the Council rights, powers, duties and obligations in the exercise of its functions as a local authority and/or in any other capacity, nor shall it imply any exclusivity (other than in respect of the Scheme) and all rights, powers, discretions, duties and obligations of the Council under all laws may at all times be fully and effectually exercised as if this MOU had not been made.

(Authorised signatory)
(on behalf of Legal & General)

Date:

(Authorised signatory)
(on behalf of Bristol City Council)

Date: