

RECREATION GROUND, SAXILBY - MANAGEMENT

Appendix 2: Project List Document

No.	Task	Comments	Owner	Due Date	Status	Road Block
FINANCE						
4b	Draft Memorandum of Understanding regarding financial transactions and process e.g. for payments etc	Procedure to be drafted for agreement between managing and custodian trustees. Desktop research started. Meeting with JPWG to be arranged		2024	In progress	
8a	Previous years apportioning - 2022/23 YEAR 2	Date pushed back due to other tasks being progressed at the moment. Draft complete. Income £2,771.29. Expenditure £ 11,946.37. Net income over expenditure by council -£ 9,175.08. Meeting held with project group 23/07/24 to progress draft. Meeting organised for September. Draft accounts added to Oct FC for FC acceptance of figures. Accountant supports draft model for 2022/23.	Clerk	2024	In progress	Oct FC
8b	Previous years apportioning - 2023/24 YEAR 3		Clerk			
19c	Nominate or elect two more charity trustees to go back up to 4 in original indenture	On agenda quarterly to seek to fill. Issues with conflicts of interest mean no cllrs are forthcoming. One Cllr elected June 2024. One vacancy to be added back on Sep agenda. Cllr Bowden withdrawn. Add 2 cllrs back to Mar2025 agenda (6 months), unless cllr requests to become a trustee beforehand	Council	2024	In progress	
51	Rates - contact WLDC re tennis and bowls club as rates will need splitting - 31 March 22.	Info received back from Lincoln City - need to be send further information with the different areas marked out on a map, as has to go back to valuation office. Information sent to Lincoln City 18/08/23 - response pending. Have to apply to be re-evaluated - meeting arranged 3 Nov with chair of trustees to run through form and supporting information required. Valuation Office Account. Set-up and building linked to the council. Case review being drafted including supporting information to request a splitting of rates on the field . Case review submitted on Business Rates account online 03/01/23. Expected 12 week turnaround due by 03/04/23. Chased VOA on 31/01/24. Reply received 13/02/24 - application at stage two (has been 'received' and now 'assigned' to a case worker). It is advised the assigned status can stay at this for several weeks before moving to stage three 'under review' which again can be several weeks before the final stage of 'decision sent'. Still at 'assigned' stage 28/02/24. Status remains 'under review' when checked at 01/05/24. Decision Notice 02/05/24 - Unable to effect the split until the lease is completed, signed, and dated.	Clerk	30-Jun-24	ON HOLD	
LEGAL - LEASES/AGREEMENTS/LICENSES						
OUTDOOR LEASE						
59b	Connected parties application to charity commission for 'outdoor lease' (e.g. MUGA, play area, wheeled park, cycle parking)	Split out from 59[a] as two applications to be made instead of one overall application. Preparation has begun in February 2024 to pull together the required information in order for the charity to make the submission. Draft heads of agreement and indicative plan to be agreed at Jul meeting. Council agreed draft heads of agreement 03/07/24. These shared with charity 16/07/24. Updated paper sent to charity	Charity	31-Jul-24	In progress	
59c	Connected parties application approved	See item 64 for alternative way to progress	Charity Commission	2024/25		Separate Custodian Trustee Meeting
31d	Lease agreed	(combined 31a - play area, 31b - wheeled park, and 31c - MUGA). Valuation report received. For Charity Commission application a general map of lease area(s) needs to be agreed, as do the overall terms of the lease - e.g length of lease etc. Heads of agreement on agenda 24-07 to enable lease to be drafted by charity. Council agreed draft heads of agreement 03/07/24. These shared with charity 16/07/24	Council/Charity	2024		

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60a	Register Outdoor Lease with Land Registry	There will be a cost to various parties	Clerk	2025		
COMMUNITY CENTRE LEASE						
59a	Background actions to progress the lease - legal advice, consultant report, public consultation, condition survey/schedule of condition, lease negotiations	Legal advice sought. A quote for the consultancy work has been received. Condition survey/schedule of condition - complete. Scope of public consultation to be developed - complete. Public consultation live until Nov. 1st meeting to discuss lease negotiations held in May. Consultant commissioned June. Final report received.	Clerk	16-Jul-05	In progress	
57a	Connected parties application made to charity commission for community centre lease	Charity confirmed lease in principle 24/11/22 by letter. Valuation came back and now shared. An indication of the lease cost for solicitor to draft is £750-£1,500+VAT per lease. Areas to be included in the lease and terms of lease including length to be agreed.	Charity	2024/25	In progress	
59d	Connected parties application approved	See item 64 for alternative way to progress	Charity/Commission	2024/25		Separate Custodian Trustee Meeting
59e	Lease agreed		Council/Charity	2024/25		
60b	Register Community Centre Lease with Land Registry	There will be a cost to various parties	Clerk	2024/25		
64	Charity request for historical clothing bin income	Council agreed June, final figures to be calculated and shared with charity and clerk to arrange payment. Payments made.		26-Sep-24	Complete	
NULLIFICATION OF FIELDS IN TRUST AGREEMENT						
53	Remove FIT from Land Registry when FIT nulled	FIT submitted forms to Land Registry to remove restrictions 26/04/24: e-AP1 electronic application to change the register; RX4 - Withdraw a restriction; CN1 - Cancellation of Notice Form. Pending Land Registry confirmation can take 12-24 months currently.	Clerk	2024/25	In progress	
BAR OUTSOURCING						
50c	Bar outsourcing	Council previously agreed to no longer run the bar and to outsource. Work on this was in progress with a tender document being at draft stage in December 2021, to complete the outsource. This then had to be paused due to the legal issues raised by the charity. The council is not in a position to 'sub-let' the bar until it has a lease in place from the charity. The outsourcing of the bar will be re-started after the lease for community centre is received from the charity and signed by the council. In the meantime, the bar area continues to be available to hire out, for example by the sports clubs, or groups on an ad-hoc or regular basis. It is noted that work on separating areas of the building may be required to make long-term outsourcing feasible. Option to sub-lease to be included in the lease if council leases building. Saxilby Sports Hub now regularly hiring bar area. Unable to progress outsourcing until a lease is in place. Council to consider moving the Designated Premises Supervisor from a council officer to the Sports Hub Management Committee. Agreed. Back on Full Council as unable to progress	LH/JPG	2024/25	In progress	Oct FC
ASSETS						
54c	Sign maintenance agreement for swings and fencing on old play park	Contacted charity to request an agreement to sign. Due to the value of items and level of risk, it may be sensible to sign a letter of agreement rather than the drafting an expensive agreement. I have asked the charity for their thoughts on this as a possible way forward if council are agreeable. Updated draft agreement on Oct FC for resolution		Oct-24	In progress	Oct FC

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54b	Youth shelter	Who to maintain TBC. Would need to be included in the lease - currently within draft boundary of land to be leased, maintenance agreement to be put in place, or notify charity of intention not to seek a lease or maintenance agreement. Until MUGA progresses the most appropriate course of action is uncertain. Clarifying who is insuring and maintaining currently 26/09/24		2024/25	In progress	
67	Clarify insurance cover and maintenance of the existing basketball posts and flood lighting.	Existing MUGA Inc. surfacing now insured by the Recreation Ground Charity. Contacted managing trustees to seek clarification on flood lights and basketball posts 26/09/24				
59	Council to consider re-charging of custodian trustee (officer) time on charity activities - take legal advice?	Legal advice sought 29/09/24			In progress	
62	Standard Operating Procedures (SOP) to be developed	Exact ones TBC e.g. process for financial payments. Links into custodian trustee tasks. Desktop research started and meeting with JPWG to be arranged. SOPs to be agreed namely - SOP on sums payable to or out of the income or capital of the trust property		16-Jul-05	In progress	
64	To consider whether to request the charity to remove the council as custodian trustee and vest the land in the Official Custodian for Charities, as referred to in the essential trustee NEW	Council does not hold any deeds and it could potentially remove road blocks and confusion over roles and responsibilities which have been present for decades				Separate Custodian Trustee Meeting

3	Comms - Monthly updates Foss Focus and social media		LH/JW	Ongoing	In progress
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¹⁴- "The custodian trustee shall concur in and perform all acts necessary to enable the managing trustees to exercise their powers of management or any other power or discretion vested in them (including the power to pay money or securities into court), unless the matter in which he is requested to concur is a breach of trust, or involves a personal liability upon him in respect of calls or otherwise, but, unless he so concurs, the custodian trustee shall not be liable for any act or default on the part of the managing trustees or any of them: All sums payable to or out of the income or capital of the trust property shall be paid to or by the custodian trustee: Provided that the custodian trustee may allow the dividends and other income derived from the trust property to be paid to the managing trustees or to such person as they direct, or into such bank to the credit of such person as they may direct, and in such case shall be exonerated from seeing to the application thereof and shall not be answerable for any loss or misapplication thereof" - Public Trustee Act 1906 s2 para. 4 (2d-e).

https://www.ndcs.org.uk/media/2083/bba_charity_banking_guide_ae250.pdf.

<https://www.gov.uk/government/publications/internal-financial-controls-for-charities-cc8/internal-financial-controls-for-charities>

<https://www.ncvo.org.uk/help-and-guidance/running-a-charity/financial-management/banking-for-charities/#/>

<https://www.gov.uk/government/publications/charities-holding-moving-and-receiving-funds-safely>. - Where practicable bank mandates should require two signatures, one of which being that of a trustee, dual signatories on electronic bankingscout