

Cabinet – 18 October 2023

Willenhall Framework Plan: Phase 1 Developer Partner Procurement Outcome and Award

Portfolio: Councillor A. Andrew - Deputy Leader and Regeneration

Related portfolios:

Service: Regeneration, Housing and Economy

Wards: Willenhall South

Key decision: Yes

Forward plan: Yes

1. Aim

- 1.1. The Willenhall Framework Plan sets out a 10-year vision for Willenhall that aims to promote housing growth and healthy, prosperous communities. The Moat Street and Villiers Street scheme is Phase 1 of the Willenhall Framework Plan and aims to stimulate the regeneration of Willenhall by delivering much needed new homes whilst also promoting place making.

2. Summary

- 2.1 Willenhall has been identified by the council as an area for strategic intervention. The planned opening of the new railway station and promotion of the Walsall Growth Corridor as a priority for housing delivery and sustainable growth provides a real opportunity to promote Willenhall as a place where people aspire to live, work, and spend leisure time. The council has also been successful in securing external funding from the Government's Levelling Up Fund Round 2 (LUF2) and the Land and Property Investment Fund (LPIF) to help support intervention in Willenhall.
- 2.2 As reported to Cabinet at its meeting on 9 February 2022, a delivery options review was completed by Arcadis, acting as the council's Strategic Advisor, to ascertain the most suitable delivery option for the council to pursue in its aim to accelerate housing delivery in Willenhall. At the same meeting Cabinet agreed that the council should take on the role of master developer for Willenhall whereby it will take responsibility for facilitating delivery and guiding the development of each phase of the Willenhall Framework Plan. As a minimum the council would acquire land (for each phase) to create a development parcel and secure an outline planning approval for that phase. At that point, there are

several options for delivery, which could include de-risking the site further through advanced demolition and site remediation prior to disposal or procuring a developer partner. The role of the council can be reviewed for each proposed phase and, as agreed by Cabinet previously, the procurement of a developer partner is considered to be the most appropriate route to aid the delivery of the Phase 1 scheme.

- 2.3 At the meeting on 14 December 2022 Cabinet were informed of the different procurement option routes available and were recommended to approve the use of the Homes England Dynamic Purchasing System (DPS) to procure a developer partner for Phase 1 of the Willenhall Framework Plan (Moat Street and Villiers Street). In addition to noting and approving the preferred developer partner procurement route, Cabinet also authorised officers to commence the procurement process noting that the appointment of the successful bidder would be the subject of a future Cabinet decision.

3. Recommendations

Following consideration of the confidential report in the private session of the agenda it is recommended:

- 3.1 That Cabinet approve the appointment of Keepmoat Homes Ltd as the Willenhall developer partner for the delivery of the Willenhall Framework Plan Phase 1 scheme (Moat Street and Villiers Street).
- 3.2 That Cabinet note the public sector funding secured to fund the Phase 1 scheme enabling works (demolition and remediation costs).
- 3.3 That Cabinet delegate authority to the Executive Director for Resources in consultation with the Portfolio Holder for Regeneration to finalise the Agreement for Lease, including agreeing a value for the enabling works within the agreed budget, with Keepmoat Homes Ltd and to subsequently authorise execution and exchange of the Agreement for Lease and entry into, or variation of, any additional documents (including the building lease and transfers) pursuant to that Agreement.
- 3.4 That Cabinet note that due to the procurement approach taken the council has the option to utilise the services of the preferred developer to deliver the remaining phases of the Willenhall Framework Plan which would be subject to future Cabinet decisions.

4. Report detail – know

Context

4.1 Background

Cabinet will be aware that a considerable amount of work has gone into preparing the Willenhall Framework Plan and subsequently the development of the Phase 1 scheme – Moat Street and Villiers Street. Cabinet has also recently

received detailed reports that have provided an update on the key workstreams and will be aware that:

- The outline planning application was due to be considered by the planning committee in September 2023. The planning committee at the meeting on 7 September 2023 resolved to delegate to the Head of Planning & Building Control to grant planning permission subject to conditions and a Section 111 Agreement to secure a Section 106 Agreement to include affordable housing provision and open space contribution and subject to:
 - The amendment and finalising of conditions;
 - Addressing concerns regarding flood risk/drainage, ground conditions, heritage, trees and Public Rights of Way; and;
 - Subject to no further objections from statutory consultees in response to the amended plans received.
- Cabinet on 19 July 2023 agreed for the council to use its compulsory purchase powers to acquire the necessary land parcels to deliver the Phase 1 scheme if they could not be acquired by agreement. Following Cabinet's approval, the council made the compulsory purchase order (CPO) on 29 August 2023, noting that efforts to acquire the necessary land parcels via negotiations will continue throughout the compulsory purchase process in respect of Phase 1.
- The council has been in the process of procuring a developer partner to deliver the Phase 1 scheme (noting that the council also has the option, in agreement with the developer partner, to use the services of the preferred developer to deliver future phases of the Willenhall Framework Plan). The outcome of the developer partner procurement process is the focus of this cabinet report.

4.2 Developer partner procurement

Cabinet will recall that the Homes England DPS includes an Expression of Interest stage followed by a two-stage tender process (stage 2A and 2B where more than six Expressions of Interest are received). On 25 February 2023 an Expression of Interest (EOI) was published to all DPS members. The EOI stage resulted in eight valid Expressions of Interest in becoming the council's developer partner for Willenhall. Given that the bidders have all been accepted by Homes England and been through initial due diligence, all eight bidders were invited to submit bids for the services.

- 4.3 The first stage (2A) of the DPS tendering process commenced in March 2023 and resulted in four compliant bids being received. A high-level review of the bids, on 100% quality criteria that included: delivery approach, capacity, environmental impact, carbon reduction, funding and minimising public subsidy, concluded that all four bidders should be invited to continue to stage 2B where more detailed bids would need to be submitted. The stage 2B process commenced in May 2023 with a deadline of 4 August 2023 for final bids. Unfortunately, one of the four bidders decided to withdraw from the process due to resource/capacity concerns. On 4 August the council received three compliant bids.

4.4 Evaluation process

The three bids received have been evaluated by an experienced evaluation panel consisting of council officers across a range of disciplines and external partners including the council's Strategic Advisor, Arcadis, and their sub consultants Avison Young. The council's external legal team from Bevan Brittan LLP was also part of the evaluation process.

Due to the council's aspiration to deliver transformational change in Willenhall, the bids received were evaluated using an 80% quality and 20% price split. The evaluation criteria for the quality element is provided in the table below.

Specification/ Award Criteria	Weighting (%)	Maximum Score
Delivery approach	10%	10
Development proposal and design quality	20%	10
Capacity and resources	10%	10
Innovation	4%	10
Social Value	5%	10
Environmental Impact and Carbon Reduction	10%	10
Sales & Marketing strategy	3%	10
Funding	5%	10
Structure for sharing the future commercial success or improvement	4%	10
Approach to minimising public subsidy	4%	10
Legal Criterion	5%	5

4.5 The evaluation process has identified Keepmoat Homes Ltd as the preferred developer. Further details about the evaluation process are provided in the accompanying private report.

Council Plan priorities

4.6 The Council Plan (2022 – 2025) focuses on five key areas that include:

- Economic – Enable greater local opportunities for all people, communities, and businesses; with a key outcome being-

Supporting a dynamic, resilient and diverse economy where businesses invest, and everyone has the right jobs and the right housing in the right place. The appointment of a developer partner will be an important step in delivering new homes in Willenhall.

- Communities – Empower our communities so that they feel they are connected and belong in Walsall, creating safe and healthy places whilst building a strong sense of community; with a key outcome being-

Our communities will be more resilient and supportive of each other. The Willenhall Framework Plan which sets out a vision for the area over a ten-year period aims to grow Willenhall into a vibrant, connected, and welcoming town with a strong sense of place which celebrates its diverse communities and promotes safe, healthy, and active lifestyles. The delivery of the Willenhall Framework Plan and therefore the Phase 1 scheme will ultimately benefit the local community.

Risk management

4.7 Risk: Delay in appointing a developer partner.

In line with the preferred delivery approach (i.e. master developer), the council needs to appoint a developer partner to deliver the proposed residential scheme to not only meet the aspirations set out in the Willenhall Framework Plan but also to meet funding obligations. In line with the council's programme, the preferred developer needs to be appointed by January 2024 to ensure that the proposed scheme can be delivered to meet funding timescales. A delay in appointing the preferred developer may impact on the council's ability to meet funding obligations and to deliver the scheme in a timely manner. The external funding secured by the council from both LUF2 and LPIF must be spent by 31 March 2025.

Mitigation: The procurement route to appoint a developer partner was agreed by Cabinet in December 2022 and three compliant bids from reputable companies have been received and evaluated with a preferred developer identified. Furthermore, the draft contractual agreement to appoint the developer partner has already been shared during the tendering process and each bidder was able to suggest amendments during the process. Subject to Cabinet approval, the council does not foresee any delays in appointing the preferred developer.

4.8 Risk: Programme slippage (land assembly).

A programme has been developed by the council for Phase 1 to ensure that all project dependencies are met to ensure successful delivery and the preferred developer has confirmed that it is able to meet key programme deadlines albeit with some dependencies such as land assembly and survey work. Should there be delays with land assembly (CPO), there is a risk that this could impact on the developer partner's ability to deliver the demolition and remediation elements of the overall scheme within the deadline set by external funders (LUF2 and LPIF).

Mitigation: The council anticipates that the developer partner will deliver the demolition and remediation elements of the scheme. The detailed programme is reviewed regularly by the project team and this will also extend to the developer partner once appointed. Should it transpire that the developer partner may not be able to complete the demolition and remediation works within funder timescales (i.e. 31 March 2025 for both the LUF2 and LPIF funds) the council may need to consider entering into a separate agreement to complete the demolition and remediation works on land in the council's ownership at that

time. In such a scenario, Cabinet will be updated, and the necessary approvals sought prior to any action being taken.

The council continues to make every effort to acquire the necessary land parcels via private treaty and has engaged property consultants Avison Young to assist with negotiations which commenced in March 2021. Furthermore, following a review earlier this year of progress to acquire the necessary land parcels via negotiations and in a timely manner, Cabinet authorised the use of the council's compulsory purchase powers and the council made the CPO on 29 August 2023. At the time of writing, the CPO objection period has commenced and this will conclude on 6 October 2023.

The council is in regular dialogue with the funding bodies and programme updates are provided as part of the monitoring arrangements.

4.9 Risk: Developer partner

It is intended that the council will fund the enabling works (demolition and remediation costs) associated with the Phase 1 development (see below as to how these will be funded). This will be on an open book basis and payment will be made against invoices to confirm expenditure at agreed payment dates. The appointed developer will fund the construction costs associated with the scheme. There is therefore a risk that should the appointed developer's financial standing deteriorate, then the council could be left with an uncompleted development.

Mitigation: The contractual agreement with the developer requires the developer to carry out the development in accordance with a pre-agreed programme subject to extensions of time for specified events. If the developer fails to meet a construction related deadline, then the council can serve notice on the developer who must provide a remediation plan specifying how construction will be accelerated to catch up with the breach. If the developer still fails to deliver then the council may serve notice to terminate the agreement (after allowing the developer's funder an opportunity to remedy the breach or find a suitable substitute to take on the developer's obligations). The council will also appoint a suitability qualified compliance inspector who will certify the works completed. Furthermore, a review of all the bidders funding strategies was completed as part of the evaluation process. This assessed the deliverability of the scheme by considering the funding surety and robustness.

4.10 Risk: Demolition and remediation costs exceed estimated budget.

Once appointed it will be the responsibility of the developer to commission and instruct the demolition and remediation works which are to be funded by the council. As part of the tender process all bidders were provided with a figure which was the median point of Arcadis' cost budget for this element of the overall scheme in order to ensure that the evaluation of the bids could be compared on a like for like basis. Furthermore, bidders were instructed to detail their proposed approach to minimising the level of public subsidy required (funding that will be made available from the council for the enabling works

(demolition and remediation costs)) and detail how this will be managed in a transparent and open manner. Responses were evaluated as part of the evaluation process. Whilst this element of the scheme would be on a strictly open book basis to quantify costs and ensures transparency to justify spend, there is a risk that costs could exceed available budget (noting that the site is currently in third party ownership).

Mitigation: A cost estimate for the demolition and remediation costs has been provided by Arcadis and this was used to submit funding bids to secure external resources to help fund overall scheme costs (LUF2 and LPIF). This information has been reviewed recently and the review has confirmed that there is sufficient budget to meet estimated costs. Although there is confidence that the demolition and remediation costs will not exceed the available budget, in the event that this risk materialises, changes may be made to the development proposals to improve viability, or the council may be required to provide additional resources to ensure delivery. An update on this risk, if required, will be provided at the relevant point in time.

4.11 Risk: Abortive costs

Following the appointment of the Willenhall developer partner, the parties will seek to enter into an Agreement for Lease to procure the design and construction of the development which is subject to conditions being satisfied (including a satisfactory planning permission) by the agreed date. The developer shall, at its own expense undertake site investigations, prepare, and submit the planning application (in the joint names of the council and the developer). If any of the conditions in relation to the development are not satisfied or waived by the condition's satisfaction date, then either the council or the developer may at any time thereafter terminate the Agreement. Should the Agreement be terminated prior to the condition satisfaction date due to the council's failure to satisfy the site assembly condition (for example because the CPO is not confirmed) the whole reasonable, evidenced and properly incurred costs (but excluding any development management fee) in connection with implementing the developer's obligations for the Phase 1 under the Agreement are payable by the council to the developer up to a maximum amount (to be determined).

Mitigation: Following termination, the developer must provide the council with a royalty free licence to use any documents, reports, investigations, and designs submitted as part of the planning pack which it is the beneficial owner of or must use reasonable endeavours to procure the same from any third-party owner. As the site information (planning pack, site investigation etc.) can be transferred to the council its costs in this respect will not be abortive, although may no longer be eligible for external funds secured. However, there are a number of costs that will not be recovered and would be classed as abortive as they relate to programme or work that will need to be re-produced in the event of termination and re-commencement of a developer procurement process/ site disposal etc. These costs include project management and cost management fees, legal fees and internal management time and a revenue budget may have to be identified in the future to fund these depending on the circumstances.

4.12 Risk: Property acquisition

The appointment of the preferred developer and grant of building lease will ensure that there is an exit route for the council that diminishes any related liabilities. There is a risk however that the council will acquire properties and the conditions under the Agreement for Lease are not satisfied.

Mitigation: In the event that the building lease does not complete a strategy will need to be agreed for the acquired properties.

Financial implications

- 4.13 The council will need to fund the enabling works (demolition and remediation costs) associated with the delivery of the Phase 1 scheme. The funding required from external sources (LUF2 and LPIF) and the council to fund such works has already been agreed by Cabinet; the financial forecast has not changed significantly since the last report, so therefore there are no additional financial implications arising from this report. Cabinet should however note the risks associated with the demolition and remediation costs and abortive costs as set out in the Risk section.

Legal implications

- 4.14 The council has appointed Bevan Brittan LLP as its external legal advisors for the Willenhall Framework Plan and associated workstreams. Cabinet was informed in December 2022 that Bevan Brittan LLP had recommended that as Homes England have developed standard legal documents for users of the DPS including the Agreement for Lease and building lease, then these should be adopted (noting that the documents can be adapted to produce project specific contracts as long as the changes are not material) to reduce any risk of challenge. Cabinet will recall that in line with the Homes England process, Bevan Brittan advised that the council and the developer partner enter into an Agreement for Lease followed by a building lease. The lease will be a long-term lease in excess of 100 years which allows for the freehold interest in completed units to be transferred to end purchasers. It should also be noted that the structure used by Homes England provides a secure process for achieving the council's aims and objectives whilst retaining control over the proposed development.
- 4.15 The project specific draft documents setting out the council's requirements were prepared in advance of the procurement process with drafts included within the pack of full tender documents issued to bidders. Those bidders invited to the second stage of the bidding process were invited to share their proposed changes to the documents which were then discussed during clarification meetings. All legal amendments have been assessed by Bevan Brittan as part of the evaluation process. The preferred developer has suggested amendments to the legal documents but these have not been assessed to be significant.
- 4.16 As set out in the report to Cabinet in December 2022 the documents to be entered into include:

4.17 Agreement for Lease

The Agreement for Lease will form a conditional contract between the council and the preferred developer. Once conditions are satisfied, the developer will draw down a building lease. The building lease will be the development agreement between the council and the developer.

4.18 The developer's main obligations under the Agreement for Lease will be to:

- Work collaboratively with the council to develop and progress a scheme through the planning process. Secure reserved matters approval for their scheme (or a new full planning application), the basis of which must be based on the development of the scheme tendered and which has been produced in collaboration with the council and agreed by the council, and to discharge all pre-start planning conditions.
- Secure all necessary funding required to deliver a viable scheme.
- Satisfy a development viability condition whereby the viability for the development is determined as "viable" by reference to a development appraisal prepared by the developer following the grant of the reserved matters application, the provision of any funding and as agreed with the council.

4.19 The council's obligations under the Agreement for Lease will be to:

- Work collaboratively with the developer to develop and progress a scheme through the planning process. (Note that in this case, use of 'the council' refers to its role as a landowner for the development and the developer will have to follow the statutory planning process).
- Deliver vacant possession of the site by an agreed longstop date.
- Confirm the extent of the Phase 1 site.

4.20 Both parties will need to work together to confirm whether the enabling works can be delivered within the costs allocated by the council to fund those works. Once the conditions have been satisfied the building lease will be completed.

4.21 Building lease

The developer's obligations under the building lease will involve building out of the planning consented scheme to include the minimum requirements.

4.22 Duties placed on the developer will include: -

- To coordinate effective management of the site and discharge all statutory health and safety duties.
- To arrange the delivery and management of all construction activities across the site in compliance with the terms of the planning approval.
- To raise the finance required to cover the scheme's peak funding requirement and arrange any credit lines that may be needed to meet cost overruns / cash flow shortfalls.
- To manage all marketing and sales of dwellings across the site.

- 4.23 Development risks such as cost overruns or poor sales will be the responsibility of the developer.
- 4.24 The developer will be obligated to start on site within a fixed period following draw down of the lease and once the development has commenced it must achieve the practical completion of all dwellings in accordance with the programme agreed. The building lease will also contain forfeiture and step in provisions which would allow the council to take back control of the development should the developer fail to meet their obligations for delivery under the lease.
- 4.25 On practical completion of the market homes, the council will transfer the freehold interest in each dwelling to the home buyer, through the agency of the developer who will agree the house sales in the open market and provide the council with a form of transfer, sales report, completion certificate and other specified information. Similarly, the freehold interest in the affordable homes will be transferred by the council to a registered provider procured by the developer. The council will need to instruct solicitors to act on its behalf in completing these plot sales which will have a resource implication. This additional resource has been estimated and can be accommodated within the overall budget for Willenhall.
- 4.26 Overage agreement
- If the developer delivers a more commercially successful scheme than was anticipated in the tender, it will share additional income over and above this threshold with the council in an agreed proportion.
- 4.27 Subject to Cabinet's approval to appoint the preferred developer, the final contractual documents will be agreed. In line with the current programme, the contractual arrangements should be agreed by January 2024 and the appropriate delegation to agree the final documents is sought within the Recommendation section of this report. Cabinet should note that there may be some further refinement to the documents but that this does not materially modify the essential aspects of the tender or the procurement and does not risk distorting competition or causing discrimination. Bevan Brittan LLP have confirmed that the structure of the legal suite is appropriate for a transaction of this nature and that the documentation reflects the outcome of the various meetings and discussions that have taken place in which the council and lead advisors have participated during the procurement process.
- 4.28 The council has broad powers under Part 2 Housing Act 1985 to promote or deliver housing of any tenure for the purposes of meeting housing need which permits the proposed development of housing set out in this report.

Procurement Implications/Social Value

- 4.29 The procurement of the developer partner has been supervised by Procurement Services and adheres to the council's Contract Rules and the

Public Contracts Regulations 2015. The Homes England DPS is a recognised DPS set up by the agency to help accelerate the development of much needed new homes.

- 4.30 Each bidder was asked to provide details of how they would maximise the social value created through the Phase 1 scheme. Each of the bids received was assessed against the council's Social Value Charter and Policy. As part of their bid, Keepmoat Homes Ltd have committed a number of social value commitments including to providing employment for 15 people within the local area and ensuring 50% of their supply chain spend is within 15 miles of Willenhall.

Property implications

- 4.31 The successful acquisition of Phase 1 interests will result in the council being liable for maintenance and management of additional land and property until such time that the Phase 1 delivery commences. Costs associated with holding costs and site security hoardings have already been agreed by Cabinet in February 2022 as part of the revenue costs for the scheme. The appointment of the preferred developer and grant of building lease will ensure that there is an exit route for the council that diminishes any related liabilities. There is a risk however that the council will acquire properties and the conditions under the Agreement for Lease are not satisfied. In this scenario a strategy will need to be agreed for the acquired properties.
- 4.32 At the time of writing, the council has not acquired any of the land interests required to deliver the Phase 1 scheme and whilst the council is continuing to negotiate with interested parties, it made the CPO on 29 August 2023.

Health and wellbeing implications

- 4.33 The Willenhall Framework Plan considers the wellbeing benefits of the proposed development and concludes that proposals will contribute to the social, economic, and environmental wellbeing of the area. The appointment of a developer partner will help facilitate the development of Willenhall as a place where individuals aspire to live, work, and spend leisure time. There is therefore a positive impact on health and wellbeing.

Reducing Inequalities

- 4.34 An Equalities Impact Assessment (EqIA) has been produced for the Willenhall Framework Plan and more recently a separate EqIA has been prepared in respect of the Phase 1 proposals and the CPO. The EqIA will continue be reviewed and updated as the Phase 1 proposals progress.
- 4.35 The Willenhall Framework Plan provides the support to drive forward the regeneration of the area. As well as setting out the council's aspiration to promote Willenhall as an area that is a sustainable place to live, work and spend leisure time it also contributes towards the council's vision as outlined in the Council Plan (2022-2025): Inequalities are reduced and all potential is maximised. The delivery of new homes in particular will aim to diversify the type

and tenure of homes available in the area so that the needs of the community can be met.

Staffing implications

- 4.36 To date this key strategic project has required significant input from staff within Regeneration, Housing and Economy alongside support from other areas of the council as appropriate: Finance, Corporate Landlord, Procurement and Development Management. The appointment of a developer partner will require this work to continue. The transfer of homes to the end purchaser may also have staffing implications for Legal Services and this will need to be considered further as Phase 1 progresses.

Climate Impact

- 4.37 The Willenhall Framework Plan links to the Resilience and Adaptation theme of the council's Climate Change Action Plan and the aim to align climate action with regeneration, construction, and planning policy to enable economic prosperity and promotion of sustainability.

Consultation

- 4.38 As part of the development of the Willenhall Framework Plan, engagement with the local community and key stakeholders took place in order to better understand key issues that the Framework Plan needed to address; bringing derelict or redundant sites back into use was a high priority for respondents from the community.
- 4.39 A public engagement exercise was also completed prior to the submission of the outline planning application for Phase 1 to inform residents, businesses, and community groups about the proposals and to seek their views. Respondents were generally positive about the proposals, highlighting benefits associated with developing derelict sites and benefits associated with the provision of new housing. The outline planning application itself is subject to the statutory consultation process.
- 4.40 The preferred developer, in agreement with the council, will continue to engage stakeholders as the Phase 1 scheme progresses.

5. Decide

- 5.1 There are three options to consider: "do nothing", the council disposes of the Phase 1 site on the open market or choose to appoint a developer partner.
- 5.2 Do Nothing: The Walsall Site Allocation Document sets the planning framework for Willenhall and the borough. The council could therefore choose to do nothing (eg by not appointing a developer partner) and wait for landowners to bring sites forward for development or to the market. However, this will not assist with meeting the borough's housing targets or the wider regeneration of Willenhall as viability issues due to abnormal site costs, high land value expectations and fragmented ownership are known to hinder sites being brought forward. Cabinet

will also be aware that it recently agreed to use the council's compulsory purchase powers as a last resort to deliver the Phase 1 scheme and the council made the CPO on 29 August 2023. The appointment of a developer partner is an important step in demonstrating deliverability to support the case for the CPO.

- 5.3 Council disposes of the Phase 1 site on the open market: The council could assemble the site and as it has the funds to complete the enabling works (demolition and remediation costs), it could then dispose of a clean site on the open market. This option could result in the council achieving a land receipt for the site which it could then use to deliver future phases of the Willenhall Framework Plan. However, the council does not have the necessary expertise to deliver the enabling works and would still require an external team with the relevant experience to undertake such works. The disposal of the site on the open market would also mean that the council would lose any ability to influence the delivery and quality of the end scheme which is considered to be necessary to achieve the vision set out in the Willenhall Framework Plan. Furthermore, demonstrating deliverability of the proposed scheme is an important step in supporting the case for CPO.
- 5.4 Appointment of a developer partner: The appointment of a developer partner will enable the council to work in partnership with an experienced organisation who can assist the council in delivering a quality scheme that meets the aspirations set out in the Willenhall Framework Plan whilst enabling the council to benefit from the experience and risk sharing.

6. Respond

- 6.1 It is recommended that the council proceeds with appointing a developer partner.

7. Review

- 7.1 Subject to Cabinet approving the recommendations set out in this report the council will proceed to appointing the preferred developer as its developer partner for Phase 1 of the Willenhall Framework Plan. Officers will also continue to review the development and delivery of Phase 1 and update Cabinet at the appropriate time, requesting any further decisions as necessary.

Appendices

N/A

Background papers

- Willenhall Economic And Development Programme, Cabinet Report, 19 October 2015

- Willenhall Masterplan: Strategic Land Acquisitions, Cabinet Report, 10 February 2021
- Willenhall Framework Plan, Cabinet Report, 09 February 2022
- Willenhall Framework Plan: Phase 1 Developer Partner Procurement Approach and Funding Update, Cabinet Report, 14 December 2022
- Willenhall Framework Plan: Phase 1 Moat Street and Villiers Street project update and strategic land acquisition (use of the Council's Compulsory Purchase Powers), Cabinet Report, 19 July 2023

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David Brown
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9 October 2023



Councillor Andrew
Portfolio holder

9 October 2023