



## **DEVELOPMENT CONTROL COMMITTEE**

Date – 1<sup>st</sup> April 2010

### **Report of Head of Planning and Building Control**

#### **Deed of Variation to Tesco Store Legal Agreement** **Planning Permission reference 06/0367/OL/W7**

#### **1.0 PURPOSE OF REPORT**

To advise on an approach to vary the section 106 agreement governing this development.

#### **2.0 RECOMMENDATIONS**

- 2.1 To delegate authority to the Head of Planning and Building Control and Head of Legal Services to complete the Deed of Variation.

#### **3.0 FINANCIAL IMPLICATIONS**

£50,000 to be delivered to service area for public art delivery instead of that work being done by Tesco on the site of the new store.

#### **4.0 POLICY IMPLICATIONS**

Public art provision is now governed by an Annex to the Designing Walsall Supplementary Planning Document.

#### **5.0 LEGAL IMPLICATIONS**

None arising from the report.

#### **6.0 EQUAL OPPORTUNITY IMPLICATIONS**

None arising directly from this report.

#### **7.0 ENVIRONMENTAL IMPACT**

None

#### **8.0 WARD(S) AFFECTED**

St Matthews

#### **9.0 CONSULTEES**

- 9.1 **Urban Design Officer** – support the delivery of a financial contribution.

- 9.2 The financial contribution will enable a high quality programme of public art to be implemented within the defined vicinity of the Tesco site that makes a

strong positive contribution to delivering the following priorities of the Corporate Plan, Sustainable Communities Strategy and Corporate Vision, in addition to the relevant policies of the Unitary Development Plan and Designing Walsall SPD relating to high quality design.

- 9.3 It is proposed that this public art programme is founded on community engagement with a wide variety of stakeholders that brings opportunities for learning and excellence from working with high quality professional artists.

10.0 **CONTACT OFFICER**

Andrew Thompson: 01922 652403

11.0 **BACKGROUND PAPERS**

Development Control Committee Reports for application 06/0367/OL/W7 (21<sup>st</sup> June 2006) and for applications 09/0921/RM and 09/0917/FL (10<sup>th</sup> September 2009).

D. Elsworthy  
Head of Planning and Transportation

**Development Control Committee**  
**1<sup>st</sup> April 2010**

**12 BACKGROUND AND REPORT DETAIL**

12.1 The new college is now complete and operational and construction has commenced under the provisions of the Reserved Matters submission which Members approved (references 09/0921/RM and 09/0917/FL).

12.2 The completed legal agreement included a clause for the delivery, by Tesco, of a scheme of works relating to public art. The wording of the clauses stated the following

*'5.3.1 Prior to the commencement of works to construct the New Store to submit to the Council a scheme of works for the provision of public art either within the Site or in the vicinity of the Site.'*

*5.3.2 To ensure that the scheme of public art approved by the Council pursuant to Clause 5.3.1 is completed prior to the Occupation.'*

12.3 Since that agreement was signed, the Designing Walsall SPD has introduced an alternative approach to the delivery of public art, by collecting the money and deploying it centrally. Tesco have offered to vary the approved S106 to offer a financial contribution of £50,000 for the Council to deliver a scheme of public art.

12.4 Therefore Officers propose the clauses are amended to state the following:

1. A contribution of £50,000 is provided to the Local Planning Authority on completion of this Deed of Variation to provide a scheme of public art on or within 800m of the boundary of the Site.

2. Unless otherwise agreed by all parties the scheme of public art will be implemented within 12 months of the first occupation of the new store.