

To the chairperson and members of
the North Central Area Committee

3rd April 2024

Meeting: 15th April 2024

Grant of a lease of Tolka Park Stadium, Richmond Road, Dublin 9.

In 2016 Dublin City Council's, Culture Recreation and Economic Services Department in good faith, entered into a licence agreement with Shelbourne FC following the surrender of the club's long-term lease on Tolka Park. The City Council acquired Dalymount Park and Tolka Park to support Bohemians FC and Shelbourne FC and to enable both teams to continue to play League of Ireland football in Dublin City in a sustainable manner. The City Council agreed a plan with the Football Association of Ireland, Bohemians FC and Shelbourne FC to consolidate two outdated stadiums into one modern municipal stadium at Dalymount Park.

In early 2017, a Steering Group was established to progress the Dalymount Park project which included representatives from Shelbourne FC. The Steering Group, including the Club's representatives, were kept abreast as the project developed and it is the understanding of the Dalymount Project Team, Football Association of Ireland and Dublin City Council that the Board of Shelbourne FC were at all times 100% supportive of the Dalymount project.

In January 2022, the Board of Shelbourne FC wrote to Dublin City Council stating that they were stepping away from Dalymount Park and they wanted to continue to make Tolka Park their home. Following this correspondence Dublin City Council entered exploratory talks with Shelbourne FC about providing the club the opportunity to continue to play at Tolka Park.

It should be noted that the following objective was included in the Dublin City Development Plan 2022-2028 –

G1052 Dalymount Park, Tolka Park and St. Patrick's Athletic FC Richmond Park
To redevelop Dalymount Park, Tolka Park and St. Patrick's Athletic FC Richmond Park soccer stadia providing enhanced sporting, recreational and community amenities and as part of this development plan to celebrate the rich sporting history of these sites.

Following protracted negotiations, terms were agreed with Shelbourne FC (Tolka Park Community Hub CLG) so that Tolka Park could continue as a League of Ireland venue for both Shelbourne's senior men's and women's teams.

Accordingly, it is proposed that the City Council grant a lease in respect of the lands shown outlined in red on attached Map Index No. SM-2023-0486 to Tolka Park Community Hub CLG. It is further proposed to grant a temporary licence for the area hatched in black on the map. Both proposals are subject to the following terms and conditions:

1. That the relevant land for disposal, including the existing stands and other structures, having an area of 1.428 hectares or thereabouts, is as shown outlined in red on the attached Map Index No. SM-2023-0486.

2. That the licenced area is shown hatched in black comprising an area of 54 sq. m or thereabouts on the attached Map Index No. SM-2023-0486.
3. That the Council holds the Fee Simple interest in the lands outlined in red and hatched in black on Map Index No. SM-2023-0486.
4. That the applicant shall satisfy itself as to the boundaries and extent of the relevant land.
5. That the Capital Premium payable to Dublin City Council shall be in the sum of €1,500,000 (one million five hundred thousand euro) payable as follows:
 - (a) €350,000 (three hundred and fifty thousand euro) payable on the date of signing of the Agreement for Lease, which shall take place no later than three months from the date of approval of the Council of the transaction. No VAT applies.
 - (b) €350,000 (three hundred and fifty thousand euro) once an agreed schedule of works referred to as Phase 1 has been completed and no later than the 1st December 2024. No VAT applies.
 - (c) €300,000 (three hundred thousand euro) on the date of transfer of leasehold title which shall take place once the agreed schedule of works referred to as Phase 2 has been completed and no later than the 1st December 2026. No VAT applies.

Interest at the rate of 12% per annum shall apply to any outstanding amounts which have not been paid as they have fallen due.

- (d) A balancing consideration of €500,000 (five hundred thousand euro), which is to be offset in full in the form of 2 full-time Football in the Community Officers fully funded by the club, (calculated as 2 employees at €50,000 each all in per annum).
 - (i) That the 5 years are five cumulative years of employment, rather than calendar years, in the event of gaps in employment.
 - (ii) That the full specification for the role, including the conditions and duties, are to be agreed with Dublin City Council's Culture, Recreation and Economic Services Department.
 - (iii) That a minimum of one role is to be dedicated to girl's/women's soccer and the advancement of same.
6. That the site outlined in red shall be disposed of by way of a Leasehold Building Agreement i.e. an Agreement for Lease, followed by the grant of a 250 year lease at a rent of €100 (one hundred euro) per annum, (No VAT applies) with five yearly rent reviews linked to changes in the Consumer Price Index in the intervening periods, when the approved refurbishment and the conditions in the form of Phases 1 and 2 as set out below at no.9 are fully completed. No transfer/assignment or subletting of the lease shall be permitted unless the applicant receives the Council's prior consent in writing.
7. That the applicant shall be granted a temporary licence over the area hatched in black for an eleven month period at a nominal fee of €100, 23% VAT applies. This licence will be subject to a renewal for a further 11 month period, until such time as the Council requires possession. The licence (and any subsequent licence) can be

terminated with 4 weeks written notice from the Council. The licence shall contain all the covenants and conditions normally contained in Council licenses of this nature and any other terms and conditions deemed appropriate by the Council's solicitor.

8. That the applicant will be required to provide a detailed schedule of refurbishment works which are to be agreed and completed in no more than two phases and no later than 1st December 2026.
 - a. Phase 1 works shall be as follows:

Drumcondra Stand (West Stand): completion of fire safety remedial works, as outlined in the EOBA prepared report dated 2019. This will include upgrading of the fire alarm and smoke detection system, emergency lighting upgrading and passive compartmentation works. Completion of remedial works to eliminate water ingress to the stand. Seating will be reintroduced to the terrace.

Ballybough Stand (East Stand): completion of vegetation clearance and lighting to the rear of the stand, including refurbishment of the pedestrian gate exiting to Richmond Road to enable the reintroduction of seating in the terrace.
 - b. Phase 2 works are to include upgrades and repairs to the North and South stands and in particular the required roof repairs, access and egress improvements, fire safety improvements.

The full costs of the works are to be borne by the applicant. Once the above work is complete the applicant must provide the Council with a report completed by a qualified independent engineer that the stadium is well maintained and meets the health and safety requirements to host football games with the agreed capacity for the upcoming season.

9. That the Council reserves the right, exercised reasonably and on the issue by the Council of a letter of notice at least two weeks prior to the event, to re-enter on the land, or any part of same and resume possession thereof, should the refurbishment works not be completed within the period specified above or in the event of the bankruptcy of the applicant.
10. That the lease will include a restrictive covenant that the property must be used for sporting purposes only. In the event that the sporting use ceases, the property will revert free of charge to the Council. The applicant will be permitted to host 6 (six) 'non sporting events' per calendar year, subject to obtaining the necessary planning permissions and event licences.
11. That as part of this agreement the applicant shall, at the dates they fall due under any relevant planning permission for the purpose of commencing refurbishment works pay any Council financial contribution including any special contributions (if any) applicable to the development, required as a condition of the grant of planning permission.
12. That all site investigation, groundworks, services connections, planning fees, development and associated professional costs incurred in the delivery of the refurbishment on the land shall be paid by the applicant.
13. That an Agreement for Lease is not to operate as a lease and it shall not be transferable save, if applicable, in the case of a financial institution which has entered into a mortgage with the applicant and must be approved by the Council in writing

and must have been entered into specifically for the purposes of financing the applicant to undertake the development of the site.

14. That during the refurbishment period and pending the grant of the lease, the applicant will insure the buildings against fire and all other insurable risks with an approved insurance company and pay all necessary premium. The insurance shall be in the joint names of the applicant and the Council and will be for such an amount as will provide cover for full Reinstatement Value of so much of the buildings as are erected at any time together with a sum for Professional Fees and removal of debris charges.

The applicant and its design team shall also indemnify the Council against any claim for compensation which might/may be made by any party arising out of building works being carried out on the site, or any working areas or on any access points thereto.

15. That during the refurbishment period and pending the grant of lease, the applicant shall be liable for all rates, taxes, charges and outgoings including water and electricity relating to the demised premises.
16. That the Law Agent shall draft the agreements, contracts and leases and may include further terms and conditions or covenants as she deems appropriate, including Arbitration clauses, in order to protect the Council's interest in this case.
17. That the applicant shall satisfy the Council that sufficient funds are available for the payment of the capital premium and the undertaking and completion of the proposed refurbishment on the site.
18. That the above dates can be extended at the discretion of the Council.
19. That subject to the relevant legislation and statutory regulations, the applicant shall pay any taxes or charges arising at any stage in this transaction, including (if applicable) on the creation of an Agreement for Lease or grant of a Lease.
20. That each party shall be responsible for their own fees in this case.
21. The applicant is to appoint a Community Liaison Officer for engaging with local residents and keeping them informed on all match day elements. A minimum of 3 meetings to be arranged with local residents groups annually.

No agreement enforceable at law is created or intended to be created until an exchange of leases has taken place.

Máire Igoe

Máire Igoe
Acting Executive Manager

Date **3/4/2024**