

**Notice of a public meeting of
Executive**

To: Councillors Steward (Chair), Aspden (Vice-Chair), Ayre, Brooks, Carr, Gillies, Runciman and Waller

Date: Thursday, 28 January 2016

Time: 5.30 pm

Venue: The George Hudson Board Room - 1st Floor West Offices (F045)

A G E N D A

Notice to Members – Post Decision Calling In:

Members are reminded that, should they wish to call in any item* on this agenda, notice must be given to Democracy Support Group by **4:00 pm on Monday 1 February 2016.**

*With the exception of matters that have been the subject of a previous call in, require Full Council approval or are urgent which are not subject to the call-in provisions. Any called in items will be considered by the Corporate and Scrutiny Management Policy and Scrutiny Committee.

1. Declarations of Interest

At this point, Members are asked to declare:

- any personal interests not included on the Register of Interests
- any prejudicial interests or
- any disclosable pecuniary interests

which they may have in respect of business on this agenda.

- 2. Minutes** (Pages 1 - 12)
To approve and sign the minutes of the last Executive meeting held on 15 December 2015.

- 3. Public Participation**
At this point in the meeting members of the public who have registered to speak can do so. The deadline for registering is **5.00pm on Wednesday 27 January 2016**. Members of the public can speak on agenda items or matters within the remit of the committee.

Note: Registrations to speak in relation to Agenda item 9- Urgent Item: Inquiry into the Flooding in York over the Christmas period will be extended until 12 noon on Thursday 28 January 2016.

To register to speak please contact the Democracy Officer for the meeting, on the details at the foot of the agenda.

Filming, Recording or Webcasting Meetings

“Please note this meeting will be filmed and webcast and that includes any registered public speakers, who have given their permission. This broadcast can be viewed at <http://www.york.gov.uk/webcasts>.

Residents are welcome to photograph, film or record Councillors and Officers at all meetings open to the press and public. This includes the use of social media reporting, i.e. tweeting. Anyone wishing to film, record or take photos at any public meeting should contact the Democracy Officer (whose contact details are at the foot of this agenda) in advance of the meeting.

The Council’s protocol on Webcasting, Filming & Recording of Meetings ensures that these practices are carried out in a manner both respectful to the conduct of the meeting and all those present. It can be viewed at http://www.york.gov.uk/downloads/file/6453/protocol_for_webcasting_filming_and_recording_of_council_meetingspdf

- 4. Forward Plan** (Pages 13 - 24)
To receive details of those items that are listed on the Forward Plan for the next two Executive meetings.

5. Additional Primary School Places for Southbank

(Pages 25 - 42)

This report considers options for providing additional primary school places in the Southbank area of York, following a consistent rise in demand, alongside pressures and trends in the Southbank area.

6. Children's Services Education and Skills Transport Contract (Taxis and Minibuses) (Pages 43 - 58)

This report provides details of the current Children's Services, Education and Skills Transport contract which is due to expire on the 31 August 2016 and asks the Executive to consider the procurement process to select the most appropriate provider(s) to deliver this contract from the 1 September 2016.

7. Business Improvement District for York City Centre (Pages 59 - 122)

This report updates the Executive in relation to the November 2015 vote by city centre businesses in favour of a new Business Improvement District. It sets out the views of the Economic Development & Transport Policy & Scrutiny Committee and asks Members to consider the comments made, note the draft Memorandum of Understanding and Operating Agreement and a request for a cash flow loan to the Board.

8. Urgent Business

Any other business which the Chair considers urgent under the Local Government Act 1972.

9. Urgent Item: Inquiry into the Flooding in York over the Christmas period (Pages 123 - 130)

In order to allow the full Executive to consider, without delay, the proposals for an inquiry into the flooding in York over the Christmas period 2015, this report has been added to the agenda as an urgent item.

The Executive is asked to confirm the decision to hold an inquiry and approve the terms of reference for the review.

Democracy Officer:

Name: Jill Pickering

Contact details:

- Telephone – (01904) 552061
- E-mail – jill.pickering@york.gov.uk

For more information about any of the following please contact the Democratic Services Officer responsible for servicing this meeting:

- Registering to speak
- Business of the meeting
- Any special arrangements
- Copies of reports and
- For receiving reports in other formats

Contact details are set out above.

This information can be provided in your own language.

我們也用您們的語言提供這個信息 (Cantonese)

এই তথ্য আপনার নিজের ভাষায় দেয়া যেতে পারে। (Bengali)

Ta informacja może być dostarczona w twoim własnym języku. (Polish)

Bu bilgiyi kendi dilinizde almanız mümkündür. (Turkish)

یہ معلومات آپ کی اپنی زبان (بولی) میں بھی مہیا کی جاسکتی ہیں۔ (Urdu)

 **(01904) 551550**

City of York Council

Committee Minutes

Meeting	Executive
Date	15 December 2015
Present	Councillors Steward (Chair), Aspden (Vice-Chair), Ayre, Brooks, Carr, Gillies, Runciman and Waller
Other Members participating in the meeting	Councillors D'Agorne and Looker
In attendance	Councillors N Barnes, Hayes, Kramm and Levene

Part A - Matters Dealt With Under Delegated Powers

84. Declarations of Interest

Members were asked to declare, at this point in the meeting, any personal interests, not included on the Register of Interests, or any prejudicial or disclosable pecuniary interests they may have in respect of business on the agenda.

Councillor Waller declared a personal non prejudicial interest in respect of Agenda item 8 – Discretionary Rate Relief Awards 2016/18 as Treasurer of Chapelfields Community Association based at Sanderson House, Acomb.

85. Exclusion of Press and Public

Resolved: That the press and public be excluded from the meeting during consideration of the following items: Annex 2 to Agenda Item 6 (York Central & Access Project) on the grounds that it contains information relating to the financial or business affairs of any particular person (including the authority holding that information). This information is classed as exempt under paragraph 3 of Schedule 12A to Section 100A of the Local Government Act 1972 (as revised by The Local Government (Access to Information) (Variation) Order 2006).

Annexes A to C to Agenda Item 10 (Holiday Pay & Overtime) on the grounds that they contain information relating to any consultations or negotiations, or contemplated consultations or negotiations, in connection with any labour relations matter arising between the authority or a Minister of the Crown and employees of, or office holders under the authority or of which a claim to legal professional privilege could be maintained in legal proceedings. This information is classed as exempt under paragraphs 4 and 5 of Schedule 12A to Section 100A of the Local Government Act 1972 (as revised by The Local Government (Access to Information) (Variation) Order 2006).

86. Minutes

Resolved: That the minutes of the last meeting of the Executive held on 26 November 2015 be approved and signed by the Chair as a correct record.

87. Public Participation

It was reported that there had been five registrations to speak at the meeting under the Council's Public Participation Scheme and that three Members of Council had also requested to speak on items, details of which are set out below:

Matter within the remit of the Committee

Brian Watson referred to points he'd raised at a previous Executive meeting regarding the Community Stadium. He also queried a number of additional points relating to the Stadium, including details of the A1 planning consent, the leases and size of units and possible conflict between the refreshment offers proposed at the site.

York Central and Access Project

Stephen Hind, from Network Rail, expressed his support for the development of the York Central site. He referred to the challenges the site posed and to Network Rail's investment in the site with the opening of the railway operating centre, the largest in the country, adjacent to the railway station. He asked Members to support the development going forward to bring

new infrastructure to the site which was crucial to the city's economy.

Paul Kirkman, Director of the National Railway Museum, also spoke in support of the proposals confirming that the development would transform the Museum and provide a much needed facelift, putting the Museum at the heart of the city centre, increase footfall and economic benefits to the city.

Dilys Jones, representing the Homes and Communities Agency referred to the Agencies work to align investment and funding opportunities for both public and private partners to provide high quality homes and meet the employment needs of areas in a sustainable way. She referred to their work to bring forward and transform the brown field York Central site.

Councillor Levene spoke to welcome the progress made and to express the Labour Groups support for the proposals. He highlighted the need for strong partnership working which they felt would be important in order to achieve the ambitions for the area. He did however raise concerns that the site should not provide high density homes at the expense of family housing and office space.

Cllr Kramm referred to the exciting opportunities the York Central site offered. He asked however that further consideration should be given to school places, air pollution in the Holgate and Leeman Road areas, promotion of a car free development, accessibility for vulnerable groups and a business case for a tram train.

Council Tax Support – Consultation Decision Report

Susan Wood, representing Advice York, spoke in respect of the consultation results, referring to the strong public support in relation to changes to the Council's Council Tax Support scheme. She requested Members to reconsider the support and reduce the level they charged to customers from 30% to 17% by increasing the cap to 83% to help struggling residents.

Councillor Neil Barnes thanked Officers for their work in relation to the consultation and the detailed report. He highlighted that his recent motion to Council had made changes to the scheme and the Council's budget possible. He also questioned the

reasons for not supporting the 17% level requested by Advice York.

88. Forward Plan

Members received and noted details of those items on the Forward Plan for the next two Executive meetings, at the time the agenda was published.

In answer to Members questions Officers confirmed that the reports on Procurement of an Integrated Wellness Service Pilot Programme and the Building Stronger Communities – Adult Social Care funding, previously scheduled on the Forward Plan for this meeting, had been withdrawn in order ensure co-ordination with the wellness programme and public health. It was confirmed that they would be taken forward as part of a wider project and reported back to the Executive at a later date.

89. York Central and Access Project

[See also Part B minute]

Consideration was given to a report which set out progress in the establishment of deliverable proposals for the regeneration of the York Central site. Members were asked to agree a range of actions, including the establishment of a delivery partnership, ways in which to complete land assembly and the approach to planning and commencement of public consultation.

Officers further set out the proposals for the site, highlighting the importance of engagement with residents, businesses and partners in the future development. Officers confirmed the recent award of Enterprise Zone status for the site which would provide funding for infrastructure costs to take the development forward. Officers also highlighted ongoing discussions with Unipart in relation to their land ownership and to assistance being provided to ensure that both the business and their employees remained in the York area.

Members welcomed the report and expressed their support for the regeneration proposals and the suggested approach for delivery of the scheme.

In answer to questions Officers confirmed that comments relating to school provision, low carbon development, use of a

district heating system and sustainable access would be noted as part of the development plan consultation.

The Chair also welcomed the report and thanked earlier speakers for their comments and support. In view of ongoing discussions he requested an amendment to the first recommendation to include a reference to 'all third party land' rather than 'that currently owned by Unipart.'

Following further discussion it was

Resolved: That Executive agree:

- (i) To instruct officers to take all necessary preparatory steps to proceed with Compulsory Purchase Orders (CPO) for all third party land on York Central, to be undertaken in parallel with a negotiated acquisition.
- (ii) To delegate to the Leader the authority to agree the final purchase price, following a negotiated acquisition of land off Leeman Road, in advance of the potential initiation of CPO's, to be funded from the £10m set aside to support the delivery of York Central.^{1.}
- (iii) To agree an emerging York Central Planning Policy as part of the development of the Local Plan.
- (iv) To agree to initiate an informal public consultation on the future development of the York Central site in order to inform the development of a formal Planning Framework.
- (v) To endorse officers to negotiate a detailed partnership agreement with land owners and investors to jointly deliver the York Central Scheme and to bring this back to Executive for agreement.^{2.}
- (vi) To bring back to Members a funding strategy to deliver upfront infrastructure to facilitate development of the York Central site, setting

out how any investment will be repaid from future retained business rates arising from the award of Enterprise Zone status and from development values from the York Central site.^{3.}

- (vii) To undertake due diligence on the most appropriate corporate instruments for City of York Council to use to engage in developing a York Central Partnership and to bring this back to Executive as part of the proposal for a legally binding partnership.
- (viii) To delegate the Chief Executive, in consultation with the Leader and Deputy Leader the agreement of the procurement of advisors for the partnership.^{4.}

- Reason:
- (i) To complete the land assembly of the York Central site to ensure that a development scheme can be delivered.
 - (ii) To complete the land assembly of the York Central site to ensure that the land required for key infrastructure is available and so a development scheme can be delivered.
 - (iii) To inform the site allocation within the developing Local Plan.
 - (iv) To ensure public engagement in the ongoing development of plans for York Central.
 - (v) To put in place effective partnership arrangements to ensure York Central is developed.
 - (vi) To secure any investment made by the City of York Council.
 - (vii) To create robust delivery arrangements for the York Central project.
 - (viii) To provide the partnership with a range of professional advice specifically focussed in the long term benefit interests of the partnership.

Action Required

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|---|----|
| 1. Prepare to proceed with CPO's in conjunction with negotiated acquisition. | TC |
| 2. Agree York Central Planning Policy for Local Plan; proceed with informal public consultation and negotiation of a partnership agreement. | TC |
| 3. Add reports to Council's Forward Plan for approval of a partnership agreement and funding strategy for the site. | TC |
| 4. Proceed with due diligence and the procurement of advisors as agreed. | TC |

90. Discretionary Rate Relief Awards 2016/18

Consideration was given to details of new applications received for Discretionary Rate Relief (DRR) for the period 1 April 2016 to 31 March 2018, at Annex B of the report.

Members noted the qualifying criteria and that the Council's budget for DRR in 2016/17 was £83k. With increases in value of existing awards, together with the new applications, this would increase the total value of the awards to £73,611.86 for the forthcoming year.

Consideration was given to the following options:

Option 1 – Approve the new applications for discretionary rate relief set out at Annex B;

Option 2 – Decline the new applications for discretionary rate relief set out at Annex B.

Resolved: That the Executive approve the new applications for discretionary rate relief for the period 1 April 2016 to 31 March 2018, as set out at Annex B of the report.
1.

Reason: To provide a transparent process for awarding discretionary rate relief.

Action Required

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| 1. Confirm approval of new DRR awards listed at Annex B. | DW |
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91. Review of Fees & Charges

Members considered a report which sought their approval to increase the following range of Council fees and charges, with effect from 1 January 2016:

- Registrars
- Community Centres
- Bereavement Services
- Waste Services
- Parks & Open Spaces
- Housing Services and
- Planning

It was noted that additional income of £103k would be generated in 2016/17 from these increases, mainly from Bereavement Services and Housing and that a number of additional service areas were to be examined as part of the budget strategy.

Consideration was then given to the following options:

1– Agree the fees and charges as set out in the annexes to the report.

2 – Agree a different increase to that proposed.

Following discussion it was

Resolved: That the Executive approve option 1 to increase the relevant fees and charges, with effect from 1 January 2016, as set out in the annexes to the report.¹

Reason: To enable the Council to effectively manage its budget.

Action Required

1. Implement new charging rates from 1 January 2016.

JC

92. Holiday Pay & Overtime - A Further Report

The Executive considered a report which presented them with the pay and process implications relating to the mitigation and resolution claims for historic back dated holiday pay.

It was noted that negotiations had been undertaken with the recognised trade unions and that 70% of employees involved in the claims fell in to the lower half of the Council's pay and grading structure. Officers thanked the Unions for their constructive engagement in these discussions.

Resolved: That the Executive agree to the partial settlement option relating to back dated holiday pay claims made on a "regular and systematic" basis, as detailed in paragraph 22 of Exempt Annex A, for immediate implementation for the under mentioned reasons. ¹.

Reason: In order to deal with claims against the Council and mitigate against potential new claims.

Action Required

1. Implement the partial settlement option for claims.

PS

93. ICT Services Report

Consideration was given to a report which provided Members with an overview of the roles, aspirations and challenges facing the Council's ICT services and its relationship to service efficiency and effectiveness.

Members noted the list of recent achievements and to continuing development and future challenges with continuing budget reductions.

Resolved: That the ICT services report be received and noted, in particular the achievements, the ongoing and future ICT aspirations, opportunities, developments and challenges.

Reason: To update the Executive on the work of the ICT service.

94. Lord Mayoralty 2016/17

Consideration was given to a report which asked Members to consider the points system for the annual nomination of the Lord Mayor for the City of York Council.

It was noted that the system for nominating the Lord Mayor was based on the accumulation of points determined by the number of seats held by each particular Group on the Council and that, with a total of 28 points; the Green Group would qualify for the Lord Mayoralty in 2016/17.

Resolved: That the Executive invite the Green Group to nominate the Lord Mayor for 2016/2017, in line with the existing accumulated points system. ¹.

Reason: To ensure that the Council secures the necessary leadership to undertake its civic functions and provides continuity for future selection.

Action Required

1. To note that the Green Group will nominate the next LM.

AP

Part B - Matters Referred to Council

95. York Central and Access Project

[See also Part A minute]

Consideration was given to a report which set out progress in the establishment of deliverable proposals for the regeneration of the York Central site. Members were asked to agree a range of actions, including the establishment of a delivery partnership, ways in which to complete land assembly and the approach to planning and commencement of public consultation.

Officers set out the proposals for the site, highlighting the importance of engagement with residents, businesses and partners in the future development. Officers confirmed the recent award of Enterprise Zone status for the site which would provide funding for infrastructure costs to take the development forward. Officers also highlighted ongoing discussions with

Unipart in relation to their land ownership and to assistance being provided to ensure that both the business and their employees remained in the York area.

Members noted that £10m had been earmarked in December 2013 towards the delivery of York Central, of which £500k had been released to support technical work. Officers confirmed that additional resources were now required to fund professional advisers and assist in the purchase of land off Leeman Road.

Recommended: That Council delegate the Executive the agreement of all future expenditure against the £10m capital budget allocated to the delivery of the York Central capital budget.¹

Reason: To enable timely progress on delivery of the York Central site.

Action Required

1. Refer to Council.

JP

96. Council Tax Support - Consultation Decision Report

The Executive considered a report which provided details of consultation undertaken with residents regarding the level of financial assistance provided by the Council in respect of its Council Tax Support Scheme (CTS). This included an analysis of the customer consultation feedback, including the costs of the various options, welfare benefit changes and levels of financial support provided by other unitary authorities.

Members were asked to note that any cost would be reflected in a lower Council Tax base number, resulting in a lower level of Council Tax being collected and that any reduction would be reflected in the budget report to Full Council in February 2016.

Officers presented the results of the consultation and confirmed that the proposed changes in welfare benefits would not be passed on to CTS customers. It was noted that it would require an additional 7.5% increase in the CT cap in order to bring the authority in line with the average cost of Council Tax charged to CTS customers in other unitary authority schemes.

The Executive Member thanked all residents who had taken part in the consultation and to Officers for their work on the report. She expressed her support to bring the Council's

scheme in line with the national average weekly payment and also requested Officers and partners to continue their work with vulnerable residents to access all available assistance.

The Chair highlighted Advice York's support for the authorities' CTS scheme and that their concern had focussed on the level of Council Tax Support cap currently set at 70%.

Members were provided with information regarding the impact of different levels of increased support and following further discussion it was

Recommended: That Council agree to increase the Council Tax Support (CTS) cap by 7.5% to 77.5% cap at a cost of approximately £300k pa, which following changes to welfare benefit will deliver an average annual benefit to CTS customers of approximately £55 pa. ¹.

Reason: To support financial inclusion and protect financially vulnerable customers from planned Welfare Benefit changes.

Action Required

1. Refer to Council.

JP

Cllr C Steward, Chair

[The meeting started at 5.30 pm and finished at 6.45 pm].

Forward Plan: Executive Meeting: 28 January 2016

Table 1: Items scheduled on the Forward Plan for the Executive Meeting on 11 February 2016

Title and Description	Author	Portfolio Holder
<p>The Housing Revenue Account Strategic Asset Plan Purpose of Report: The strategic Asset Plan provides a framework by which the council's Housing Revenue Accounts (HRA) assets are managed.</p> <p>Members are asked to approve the strategic HRA Asset Plan.</p>	<p>Tom Brittain Andy Kerr</p>	<p>Executive Member for Housing and Safer Neighbourhoods</p>
<p>Review of the Housing Revenue Account (HRA) Business Plan Purpose of Report: To present the revised 30 year business plan for the Housing Revenue Account (HRA).</p> <p>Members are asked to approve the revisions to the Business Plan.</p>	<p>Paul Stamp Tom Brittain</p>	<p>Executive Member for Housing and Safer Neighbourhoods</p>
<p>Developing On-line Access to Council Services Purpose of Report: For members to comment on and endorse the following in relation to the implementation of a new platform for the delivery and expansion of on-line services to residents and other service users:</p> <ul style="list-style-type: none"> • Plans • Priorities • Communication Plans • Risks • Digital Inclusion/Access Activity <p>Members are asked to agree a response to Scrutiny Interim Recommendations including resident on-line survey findings.</p>	<p>David Walker/ Pauline Stuchfield</p>	<p>Executive Leader, Finance and Performance</p>

Title and Description	Author	Portfolio Holder
<p>Parking Strategy Report</p> <p>Purpose of Report:</p> <p>(i) To present the results of a review of the Council's Parking Service covering the Strategic, Policy and Operational aspects.</p> <p>(ii) To consider the wider policy context and interdependencies for city centre car parking so that further consideration can be given to how the service can best be delivered to meet the future demands and aspirations of the Council.</p> <p>(iii) To present the latest results of the "Pay on Foot" Trial that has been underway in Marygate Car Park and considers possible options for the expansion of a "Pay on Foot" system across other city centre car parks.</p> <p>Members are asked to consider and make comment on:</p> <ul style="list-style-type: none"> • the results of the Parking Strategy Report. • the results of the "Pay on foot Trial" on Marygate car park and confirm whether to continue, make permanent or remove the trial. • the options for expansion of the "Pay on Foot" system of operation to other suitable car parks and how these should be explored further. 	David Carter	Executive Member for Transport and Planning
<p>Capital Programme Budget 2016-17</p> <p>Purpose of Report: To present the capital programme, including detailed scheme proposals.</p> <p>Members are asked to recommend the proposals to full Council.</p>	Ian Floyd	Executive Leader, Finance and Performance

Title and Description	Author	Portfolio Holder
<p>Treasury Management Strategy Statement and Prudential Indicators</p> <p>Purpose of Report: To set out the treasury management strategy, including the annual investment strategy and the minimum revenue provision policy statement and prudential indicators.</p> <p>Members are asked to recommend the strategy to full Council.</p>	Ian Floyd	Executive Leader, Finance and Performance
<p>Financial Strategy</p> <p>Purpose of Report: To present the Financial Strategy, including detailed revenue budget proposals.</p> <p>Members are asked to recommend the proposals to full Council.</p>	Debbie Mitchell	Executive Leader, Finance and Performance
<p>Q3 Finance & Performance Monitor 2015/16</p> <p>Purpose of Report: To provide members with an update on the 2015/16 finance and performance information.</p> <p>Members are asked to note the issues.</p>	Debbie Mitchell	Executive Leader, Finance and Performance
<p>Treasury Management Annual Report & Review of Prudential Indicators 2015/16</p> <p>Purpose of Report: To provide the annual treasury management review of activities and the actual prudential and treasury indicators.</p> <p>Members are asked to note the issues and approve any adjustments as required to the prudential indicators or strategy.</p>	Debbie Mitchell	Executive Leader, Finance and Performance

Title and Description	Author	Portfolio Holder
<p data-bbox="96 205 869 245">E-Democracy Scrutiny Review Final Report</p> <p data-bbox="96 293 1368 376">Purpose of Report: To present the Executive with the final report arising from the E-Democracy Scrutiny Review</p> <p data-bbox="96 421 1384 461">Executive are asked to approve the recommendations arising from the review.</p>	Steven Entwistle	Executive Leader, Finance & Performance

Table 2: Items scheduled on the Forward Plan for the Executive Meeting on 31 March 2016

Title and Description	Author	Portfolio Holder
<p>The York Children and Young Persons' Fund</p> <p>Purpose of Report: The report proposes the establishment of a philanthropic fund for the benefit of children and young people in York.</p> <p>Members will be asked to transfer some existing trust funds in order to form the basis of a new fund.</p>	Sally Burns	Executive Member for Economic Development and Community Engagement (Deputy Leader)
<p>One Planet York - Towards a more resource efficient and resilient Council and City</p> <p>Purpose of Report: The report recommends adoption of a proposed 'One Planet York' framework designed to 'put sustainability at the heart of everything we do' and drive delivery towards a more resource efficient and resilient Council and City. The co-designed framework aims to activate a wider set of City Stakeholders towards York's economic, social and environmental goals.</p> <p>The Executive is asked to consider the officer recommendations and agree a way forward.</p>	Jacqueline Warren, Paul McCabe	Executive Member for Environment

Title and Description	Author	Portfolio Holder
<p>Proposed operating model for Prevention and Early Intervention Services</p> <p>York has well established early help arrangements for children, young people and families. These are based on the early identification of emerging needs/vulnerabilities and addressing these needs in order to achieve better outcomes for families and reduce the need for high cost interventions at a later point.</p> <p>Purpose of Report: This paper is proposing a new operating model for prevention and early intervention which is more effective and efficient than current arrangements. The proposed operating model is based on remodelling existing universal and preventative services for children, young people families into multi-agency hubs. The location and composition of these hubs will be based on areas identified and will work together to provide city wide early help arrangements for families across the authority.</p> <p>As well as delivering a new set of early help arrangements the model will be flexible and sustainable against the changing resource base of the council and partners and assist in achieving efficiencies for the council into 2019/20.</p> <p>Members will be asked to approve a new place-based operating model for prevention and early intervention services which amalgamate current services at a universal and prevention level for those aged pre-birth to 19 years (up to 25). The implementation of this model will achieve the agreed level of savings required from the services within scope.</p>	<p>Angela Crossland/Niall McVicar</p>	<p>Executive Member for Education, Children and Young People</p>

Title and Description	Author	Portfolio Holder
<p>Rail North Ltd and Association of Rail North Partner Authorities Purpose of Report: To set out the proposed governance arrangements for Rail North Ltd and the Association of Rail North Partner Authorities.</p> <p>Members are asked to approve the finalised governance details which have been consulted on over the summer of 2015.</p>	Neil Ferris	Executive Member for Transport and Planning
<p>Community Stadium Purpose of Report: Prior to a recommendation to Council in December, this report presents the finalisation of the delivery of the Community Stadium and Leisure facilities contract.</p> <p>Members are asked to;</p> <ol style="list-style-type: none"> 1. Provide authority to award the contract for the design, build, operation and maintenance of the facilities. 2. Agree the financial costs for the delivery of the contract. 3. Any other appropriate decisions relating to the effective delivery of the project. 	Tim Atkins	Executive Member for Culture, Leisure & Tourism

Table 3: Items slipped on the Forward Plan

Title & Description	Author	Portfolio Holder	Original Date	Revised Date	Reason for Slippage
<p>Community Stadium Purpose of Report: Prior to a recommendation to Council in December, this report presents the finalisation of the delivery of the Community Stadium and Leisure facilities contract.</p> <p>Members are asked to;</p> <ol style="list-style-type: none"> 1. Provide authority to award the contract for the design, build, operation and maintenance of the facilities. 2. Agree the financial costs for the delivery of the contract. 3. Any other appropriate decisions relating to the effective delivery of the project. 	Tim Atkins	Executive Member for Culture, Leisure & Tourism	26 Nov 15	31 Mar 16	Further preparation/ analysis is required before an update is provided to Executive Members.
<p>The Housing Revenue Account Strategic Asset Plan Purpose of Report: The strategic Asset Plan provides a framework by which the council's Housing Revenue Accounts (HRA) assets are managed.</p> <p>Members are asked to approve the strategic HRA Asset Plan.</p>	Tom Brittain Andy Kerr	Executive Member for Housing and Safer Neighbourhoods	28 Jan 16	11 Feb 16	To coincide with the budget papers given that the issues set out are linked.

Title & Description	Author	Portfolio Holder	Original Date	Revised Date	Reason for Slippage
<p>Review of the Housing Revenue Account (HRA) Business Plan Purpose of Report: To present the revised 30 year business plan for the Housing Revenue Account (HRA).</p> <p>Members are asked to approve the revisions to the Business Plan.</p>	Paul Stamp Tom Brittain	Executive Member for Housing and Safer Neighbourhoods	28 Jan 16	11 Feb 16	To coincide with the budget papers given that the issues set out are linked.
<p>Parking Strategy Report Purpose of Report:</p> <p>(i) To present the results of a review of the Council's Parking Service covering the Strategic, Policy and Operational aspects.</p> <p>(ii) To consider the wider policy context and interdependencies for city centre car parking so that further consideration can be given to how the service can best be delivered to meet the future demands and aspirations of the Council.</p> <p>(iii) To present the latest results of the "Pay on Foot" Trial that has been underway in Marygate Car Park and considers possible options for the expansion of a "Pay on Foot"</p>	David Carter	Executive Member for Transport and Planning	28 Jan 16	11 Feb 16	Due to the re-allocation of resources in respect of the recent flood relief efforts, it has not been possible to meet the required deadlines

Title & Description	Author	Portfolio Holder	Original Date	Revised Date	Reason for Slippage
<p>system across other city centre car parks.</p> <p>Members are asked to consider and make comment on:</p> <ul style="list-style-type: none"> • the results of the Parking Strategy Report. • the results of the "Pay on foot Trial" on Marygate car park and confirm whether to continue, make permanent or remove the trial. • the options for expansion of the "Pay on Foot" system of operation to other suitable car parks and how these should be explored further. 					
<p>Rail North Ltd and Association of Rail North Partner Authorities</p> <p>Purpose of Report: To set out the proposed governance arrangements for Rail North Ltd and the Association of Rail North Partner Authorities.</p> <p>Members are asked to approve the finalised governance details which have been consulted on over the summer of 2015.</p>	Neil Ferris	Executive Member for Transport and Planning	11 Feb 16	31 Mar 16	There has been a delay in the receipt of the proposed Constitution which will need to be considered by legal before the above report can be considered by Members.

Title & Description	Author	Portfolio Holder	Original Date	Revised Date	Reason for Slippage
<p>Private Sector Housing Strategy Purpose of Report: This strategy sets out how the council and its partners will work to help improve the condition and management of owner occupied and privately rented homes in York.</p> <p>Members are asked to approve the strategy and the supporting action plan.</p>	Ruth Abbott	Executive Member for Housing and Safer Neighbourhoods	31 Mar 16	30 June 16 (This item was called in for pre-decision scrutiny and will be considered by CSMC on 7 March)	Due to delays in receiving the refreshed evidence base, this report will now be considered by the Executive on 30 June 2016. This will give time to assimilate the findings, refresh the strategy with help of the steering group, and undertake consultation.
<p>Delivery of Community Facilities at the Burnholme Health & Wellbeing Campus Purpose of Report: To consider the new community facilities at the Burnholme Health and Wellbeing campus following on from examination of the future of this school site by Executive in October 2015.</p> <p>Executive are asked to consider the investment in the new community facilities.</p>	Roy Wallington	Executive Member for Adult Social Care and Health	11 Feb 16	19 May 16	Officers will continue to progress Department of Education approval for change of use of the Burnholme Community College site but

Title & Description	Author	Portfolio Holder	Original Date	Revised Date	Reason for Slippage
					until this consent is in train/approved it is not thought prudent to progress with consent to move forward with the delivery of community facilities at Burnholme.



Executive**28 January 2016**

Report of the Director of Children's Services, Education and Skills

Portfolio of the Executive Member for Education, Children & Young People

Additional Primary School Places for Southbank**Summary**

1. This paper considers the options for providing additional primary school places in the Southbank area of York.
2. A consistent rise in demand, alongside pressures and trends in the Southbank area, has led to the need to create additional primary school places.

RecommendationScarcroft School Annex on the Millthorpe Secondary School Site

3. Members are asked to approve the estimated expenditure of £6.2m from the School's Basic Need Capital budget for a new 210 place annex to Scarcroft Primary School on the Millthorpe School site. Basic need funding is central government funding provided by the Education Funding Agency to Local Authority's, to ensure they meet their obligation to provide sufficient school places in their area.

Reason: This will fulfil the LA's legal obligation to ensure there are enough school places in the Southbank area to meet the rise in local demand.

Background

4. A consistent rise in demand, alongside pressures and trends in the Southbank area has led to the need to create additional primary school places.
5. LA projections indicate that an additional 21 reception places are required by September 2017 in the Southbank area. Additional places will be required year-on-year, as larger cohorts begin to move

through primary year groups. It is anticipated that between 100 and 160 additional places will be required by the 2022/23 academic year. The Office of National Statistics' (ONS) projected births for the city indicate that the reception cohort will continue to grow beyond this point until around 2025.

Consultation

6. The Southbank cluster of schools support this recommended option. In addition, Millthorpe and Scarcroft school governing bodies have also agreed the proposed recommendation in principle.

Options

7.
 - (a) provide no additional places in the Southbank area
 - (b) build accommodation for 210 (1 form entry (fe) each year) additional places, as an annex to Scarcroft Primary on the Millthorpe School site
 - (c) build a 210 (1 form entry) place primary school on the former Terry's Car Park site at Nun Ings
 - (d) build a 315 (1.5 form entry) place school on land behind The Grove and The Square off Tadcaster Road
 - (e) build a 630 (3 form entry) place school at either Bishopthorpe Infant or Archbishop of York CE Junior school sites

Analysis

(a) Provide no additional places in the Southbank area

8. The area is currently served by Scarcroft and Knavesmire primary schools. The demand for pupil places can no longer be contained within the existing primary schools in the Southbank area for the following reasons:
 - an expansion project to provide additional places recently took place at Knavesmire Primary. Following this expansion, it is no longer possible to expand Knavesmire Primary as there is not enough playing space on the site to accommodate additional numbers
 - as a grade 2* listed building, Scarcroft Primary has very limited playing space and no playing field. It would also be very difficult to build enough additional classrooms at this site, which again is compounded by a lack of outdoor playing space

- if no additional places were to be provided, transport would have to be arranged for pupils living in the Southbank area to the next nearest schools that have spaces. At present there are only a limited number of places in other local schools whilst those schools with any significant capacity are in other parts of the city but some distance away from Southbank
 - transport costs would be significant having to bus pupils to other parts of the city. Any transport costs would have to be met out of the authority's revenue budgets. Estimated costs are expected to be in the range of 100k-150k per year
9. Therefore, in order to resolve the growing issues in this area, to do nothing is not an option.

(b) Build accommodation for 210 (1form entry) additional places, as an annex to Scarcroft Primary on the Millthorpe School site

10. This option is the recommended option for the following reasons:
- the position of the new building would be at the Nunthorpe Avenue side of the Millthorpe School site in an area not currently identified as playing field. See Annex A
 - the proposed annex of Scarcroft Primary School would provide 210 additional pupil places, future proofing provision against increasing demand over the next ten years and beyond. Scarcroft Primary currently has an admission number of 45. An additional 30 places will increase Scarcroft's admission number from 45 to 75
 - the current estimate for the capital outlay suggests approximately £5.3m for a traditional contractual building method, rising to £6.2m for a modular build. There would be no capital receipts gained from this option. The projected costs incorporate an estimate for the completion of the entire project, including fees, surveys, fixed furniture & equipment (ff&e), abnormal, exclusions and contingencies
 - it is aimed to provide this new building for 1 September 2018. For the school year beginning 1 September 2017, additional pupil places would be accommodated within Scarcroft Primary in larger mixed year groups on a temporary basis
 - there are a number of advantages in developing the annex on the Millthorpe School site. As the favoured option by the school cluster, the location of the new building would immediately be integrated within the existing school community. It is likely that the

older age groups would be based at the Millthorpe site, therefore it is anticipated there could be strong parental support for this option as pupils would gain a familiarity and ease with regards to their transition from primary to secondary schools. The building will also create some flexible space to accommodate the anticipated increase in pupil numbers into the future, if required

- with no land purchase costs, this is seen as the best location to meet the demand for additional places in the Southbank area and there would therefore be no catchment changes required. There may be some issues throughout the planning process with regards to the availability of playing field space, highways infrastructure, travel planning, site access during the construction period and impacts on local residents, but it is felt that these problems can be overcome
- at present, Millthorpe School, Scarcroft Primary and Knavesmire Primary are considering converting to academy status and forming a Multi Academy Trust (MAT). If the conversion takes place the Millthorpe site which is currently owned by the council will be leased on a 125 year lease. Under the terms of this lease, the LA would need permission to build on the Millthorpe site. However, as the schools are currently in agreement with the recommended option, and the new building will be providing additional pupil places, it is expected that the schools will continue to agree to the recommendation for the provision of additional pupil places as described

(c) Build a 210 (1form entry) place school on the former Terry's Car Park site at Nun Ings

11. This proposal was for a 2 storey 1fe (210 places) primary school plus an 80 place nursery (age ranges as described in option A) and a multi use games area. This option was rejected for the following reasons:
 - as a traditional contractual building scheme, the estimate for capital outlay suggested £7.4m would have been required, which included an estimate to purchase land. This estimate rose to £8.3m for a modular build. The cost per pupil place would be very high at £35,238 for a traditional build and £39,523 for a modular build
 - currently the land is owned by Henry Boot Ltd, therefore there would be no capital receipts gained from this option

- CYC Asset Property Management contacted Henry Boot Ltd with regards to the LA's interest in purchasing a section of land. On 16 November the agents of Henry Boot Ltd responded as follows:

'The car park site is not an option my clients wish to explore due to proposed overspill car parking spaces for the uses we have agreed terms with on the Chocolate Works. We can look at the 20 acres of greenbelt land located adjacent in Henry Boot's control. However this will be long term in getting any consent and I believe you are under certain time constraints.'

- further correspondence was received on 27 November that intimated that Henry Boot Ltd might be willing to allow greenbelt land to be sold. However, due to the timescales for the provision of additional pupil places, the length of time and complexity involved in land negotiations and following advice received from Asset Property Management, it has been decided not to pursue the option of purchasing land from Henry Boot Ltd any further
- part of this site is within both flood zones 2 and 3 which would have needed careful consideration throughout part of the planning process

(d) Build a 315 (1.5 form entry) place school on land behind The Grove and The Square off Tadcaster Road

12. This proposal was to build a 2 storey 1.5fe (315 places) primary school together with an 80 place nursery on land directly adjacent to The Grove and The Square off Tadcaster Road and has been rejected for the following reasons:
- the Wilberforce Trust, who own the land, informed the LA that they were not wanting to sell this land at present
 - the location was not suitable as the site is some distance from the Southbank area
 - there would be significant additional cost because the requirement of having to purchase the land

(e) Build a 630 (3 form entry) place school at either Bishopthorpe Infant or Archbishop of York CE Junior school sites

13. This proposal was for a 2 storey 3fe (630 places) primary school plus an 80 place nursery and a multi use games area. This option has been rejected for the following reasons:

- this was not an ideal option as the location is further from the Southbank area and would have only provided a partial solution for the need for additional primary places
- there would also have been other complications such as the need to consider changing the catchment area and flooding issues across the Bishopthorpe village area

Council Plan

14. This proposal links to the following key council corporate priorities:
- a prosperous city for all - the LA wants to ensure that there is a good quality of education available for all around the city
 - a focus on a frontline service - this proposal links directly to the CSES objective that all children should be able to go to local schools that are good or outstanding
 - a council that listens to its residents - the LA has listened to the needs of the school cluster by focussing on the needs of the local school and the local residents to provide enough pupil places in a popular area of the city

Implications

Financial

15. The main capital funding for pupil place expansion is the Department for Education Basic Need grant. At present, allocations have been confirmed up to, and including, 2017/18, totalling £37.75m, of which £13.4m has been spent, or is committed to ongoing schemes.
16. Initial high level planning had allocated a further £24.35m for schemes to alleviate place pressures across the city which will include this scheme.
17. As of November 2015, around £400,000 of Section 106 has been earmarked for the scheme. £21,000 of this has been received by the council, the remainder relates to outstanding payments for the Terry's site. Additional Section 106 may come forward for this area.

Equalities

18. A Community Impact Assessment /Equality Impact Assessment is included with this report as Annex B.

Property

- 19. Please refer to the recommended option for comments.

Other Implications

- 20. There are no specific Human Resources (HR), Legal, Crime and Disorder or Information Technology implications arising from this report.

Risk Management

- 21. As paragraphs 4 and 5 indicate, the need for school places in this area of the city is already significant and will continue to grow. To not add any places would result in pupils not being able to access their local school, additional transport costs will be incurred, reputational risk to the LA and failing in a key statutory duty not to provide sufficient school places.

Contact Details

Author:

Claire McCormick
Planning & Policy Officer
School Services, Children’s
Services, Education and Skills
Tel No. 554334

Chief Officer Responsible for the report:

Jon Stonehouse
Director of Children’s Services,
Education and Skills

Report Approved **Date** 15.01.16

Specialist Implications Officer(s)

Financial
Mike Barugh
Principal Accountant
Design
Tel No: 554573

Property
Ian Asher
Head of Commissioning and
Tel No: 553379

Management

Phillip Callow
Head of Asset & Property
Tel: 553360

Wards Affected: Micklegate Ward

All

For further information please contact the author of the report

Background Papers

None

Annexes

Annex A – Millthorpe Site Plan

Annex B – CIA Form

Glossary of Abbreviations used in the report:

CSES - Children's Services, Education and Skills

FE –form entry

Ff&e - fixed furniture & equipment

LA – Local Authority

MAT - Multi Academy Trust

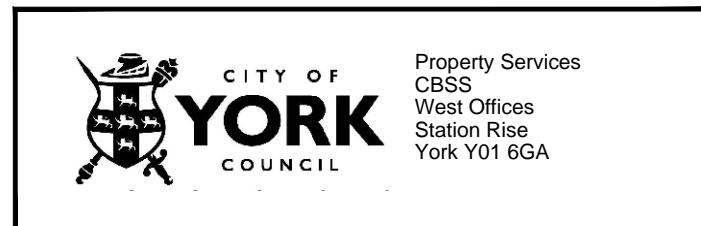
ONS -Office of National Statistics'

All dimensions must be checked on site and not scaled from this drawing
Annex A
 RESIDUAL DESIGN RISKS- CDM REGS
 ARE IDENTIFIED WITH THIS SYMBOL
 SEE DESIGN RISK SHEET OR LAYOUT

REVISION NOTES



Rev	Date	Revision	By
A	Dec'15	Building footprint amended, nursery omitted	AT



Contact:
 Tel No:
 FAX No:
 Email:

Job Title
SOUTH BANK PRIMARY
MILLTHORPE SCHOOL SITE
SITE PLAN AS PROPOSED

Drawn AT	Checked	Authorised
Date Dec 2015	Scale@A1 1/500	

Issue Status:
Feasibility

Drawing Number 140169/PA3	Revision A
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SECTION 1: CIA SUMMARY
Community Impact Assessment: Summary
1. Name of service, policy, function or criteria being assessed:

Additional Primary School Places for South Bank.

2. What are the main objectives or aims of the service/policy/function/criteria?

To build a 210 place primary school building as an annex to Scarcroft Primary on the Millthorpe School site. A consistent rise in demand, alongside pressures and trends in the South Bank area has led to the need to create additional primary school places. The additional places will fulfil the Local Authority's legal obligation to ensure there are enough school places in the South Bank area to meet the rise in local demand.

3. Name and Job Title of person completing assessment:

Claire McCormick – Policy and Planning Officer

4. Have any impacts been identified? (Yes/No)

Yes

Community of Identity affected:

Age, Race, Disability, Carers of older and disabled people, Pregnancy and Maternity.

Summary of impact:

Positive: Improved educational and sporting facilities for the community.

5. Date CIA completed: 5th January 2016

6. Signed off by:

Mark A Ellis

7. I am satisfied that this service/policy/function has been successfully impact assessed.

Name:

Position:

Date:

8. Decision-making body:

Executive Meeting

Date:

28 January 2016

Decision Details:

Recommendation to seek approval for the estimated expenditure of £6.2m from the School's Basic Need Capital

		budget for a new 210 place primary school building at Millthorpe School site.
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Send the completed signed off document to ciasubmission@york.gov.uk It will be published on the intranet, as well as on the council website.

Actions arising from the Assessments will be logged on Verto and progress updates will be required

Community Impact Assessment (CIA)

Community Impact Assessment Title:
Additional Primary School Places for South Bank

What evidence is available to suggest that the proposed service, policy, function or criteria could have a negative (N), positive (P) or no (None) effect on quality of life outcomes? (Refer to guidance for further details)

Can negative impacts be justified? **For example: improving community cohesion; complying with other legislation or enforcement duties; taking positive action to address imbalances or under-representation; needing to target a particular community or group e.g. older people.** NB. Lack of financial resources alone is NOT justification!

Community of Identity: Age

Evidence	Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
Pupils and staff – improved and expanded educational facilities	Education	P	P
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer
Will increase choice and improve educational outcomes.		Additional places will enable more children from the community to access	Completion Date

		local high quality education.		
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Community of Identity: Carers of Older or Disabled People

Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
			None	None
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

Community of Identity: Disability

Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
New educational facilities will comply with appropriate access legislation.		Access to services	P	P
Details of Impact	<i>Can negative impacts be</i>	Reason/Action	Lead Officer	Completion Date

	<i>justified?</i>			
Improves access for disabled pupils, staff and visitors.				

Community of Identity: Gender

Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
			None	None
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

Community of Identity: Gender Reassignment

Evidence	Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)

			None	None
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

Community of Identity: Marriage & Civil Partnership

Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
			None	None
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

Community of Identity: Pregnancy / Maternity

Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
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Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

Community of Identity: Race

Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
			None	None
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

Community of Identity: Religion / Spirituality / Belief

Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
			None	None
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

Community of Identity: Sexual Orientation

Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
			None	None
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date



Executive**28 January 2016**

Report of the Director of Children's Services, Education and Skills

Children's Services Education and Skills (CSES) Transport Contract (Taxis and Minibuses)

Portfolio of the Executive Member for Education, Children & Young People

Summary

1. The current Children's Services, Education and Skills (CSES) Transport contract is due to expire on the 31 August 2016. The local authority (LA) needs to begin the procurement process to select the most appropriate provider(s) to deliver this contract into the future. This process needs to be completed and the contract mobilised ready to deliver services from the 1 September 2016.
2. This contract currently provides all taxi and mini-bus customer transport requirements for the CSES directorate including; mainstream home to school transport, SEN home to school transport, contact visits and other ad hoc children's transport requirements. It does not include any staff transport. The annual cost of this contract is currently estimated at £2.1m.
3. The home to school bus service is under a separate contract and does not form part of this report.

Recommendations

4. Members are asked to consider the proposals set out in paragraphs 11-21 and give approval:
 - to commence the process to procure a new transport provider(s)
 - consider a further paper at a later date to consider changes to the CSES transport policy.

Reason: To ensure that contract(s) are in place to provide the required services (as set out in paragraph 2) from the 1 September 2016.

Background

5. The current contract commenced in February 2012 following a full procurement and selection process which involved representatives of both the parent and school community as well as staff from education and children services.
6. This process followed much discussion with procurement, finance and legal colleagues to look at a better way of delivering transport services. There then followed consultation events with the transport community to seek their views in providing a different type of service. Traditionally each route had gone out to tender which was restricted to a limited number of transport providers (approximately 45 in total). This resulted in inconsistent levels of quality of service for our customers, poor budget management and lengthy administrative processes. Consequently the LA was dealing with high levels of customer complaints, significant elected member involvement and budgets regularly being overspent
7. The decision was made therefore to go out for seven separate lots and to look at one provider for each lot:
 - Lot 1 Home to School Transport North
 - Lot 2 Home to School Transport West
 - Lot 3 Home to School Transport South and East
 - Lot 4 Applefields & Hob Moor Oaks
 - Lot 5 Children Services including contact
 - Lot 6 Adult Transport
 - Lot 7 Out of Area Transport.
8. The procurement documentation also included a clear commitment to reduce the amount of administration involved in delivering CSES transport as well as transferring responsibility for delivering the majority of the service across to the provider including route planning, customer services and any remaining administration.
9. Following the selection process Streamline Taxis (York) were successful in winning all 7 lots and they commenced the contract in February 2012.

10. Over the last four years as part of the contract management process a number of changes have been made to the way the contract has been delivered. This has been driven by the fact that we are working with only one provider. These changes have included merging lots, reducing the number of vehicles, reduction in the use of sub-contractors and better use of passenger transport assistants.
11. As a consequence of the changes expenditure on CSES transport costs have reduced by approximately £500k. These changes have also enabled the school services team to reduce staffing levels as the amount of administration has decreased whilst customer complaints have reduced significantly with much higher levels of customer satisfaction.

Proposals

12. In light of the successes we have had during the lifetime of the current contract and the lessons that have been learnt the proposal is to go to the market to procure a four year contract but to reduce the number of lots to three as follows:
 - Lot 1 – Applefields & Hob Moor Oaks
 - Lot 2 – Contact Service
 - Lot 3 – All other CSES Transport
13. This proposal allows the LA to work with a maximum of three providers or a minimum of one. It would enable strong contract management to continue which would maintain the high levels of quality and continue the work with transport providers to reduce costs further. It would also continue the practice of the transport provider(s) delivering the back office functions associated with providing the necessary transport requirements.
14. The decision to keep a separate lot for our two special schools (Lot 1) is because the service requirements are unique in the customers it serves. It offers the opportunity for either a local provider to offer this service or a specialist provider to base themselves in York and deliver this service.
15. Lot 2 the transport contract for contact services is also a specialist service and will require a transport provider who can respond to the specific requirements of the customers it will be transporting. Although not high in terms of volumes, the focus will be more on

the successful transport provider knowing what is specifically required to deliver this specialist service.

16. Lot 3 will be the largest lot in terms of cost and volume. We will be looking for a transport provider who can meet the requirements of this lot in terms of types of vehicles, provision of passenger transport assistants and customer requirements. Keeping all the remaining transport in this one lot would allow for better route planning, sharing of vehicles, better options for reducing costs and having enough flexibility to respond to changes.

Link to Future Policy Changes

17. The successful transport provider(s) will need to understand that due to the reductions in LA funding, and the likely impact on the CSES transport budgets, that they will need to work with officers to reduce further the expenditure on transport. These reductions can only be achieved by finding alternative ways of getting children and young people to and from school/college other than by just taxi and minibus. The selection process will have significant focus on this element
18. The relevant contract clauses will be included, and pricing structures will be set up in such a way to enable costs to be adjusted accordingly to reflect any reductions in the volume of transport required, as a result of any policy changes. This will ensure flexibility over the lifetime of the contracts in terms of volume and expenditure
19. The LA has already had some success in encouraging this shift through its independent travel training programme which has moved large numbers of pupils with special educational needs from taxi transport to becoming independent travellers. These types of changes can only be achieved by regularly reviewing policy and working with transport providers who have the commitment to work with the LA to trial and support different delivery models.
20. It is proposed to bring a paper to members in the near future to consider a number of changes in relation to CSES transport policy. This paper will explore increasing the alternatives modes of getting to and from school and reducing expenditure.
21. To assist in the use of low emission vehicles within the city the service specification for the new contract(s) will include a

requirement to increase the number of electric and hybrid vehicles. The requirement will ensure that the number of these vehicles will increase year on year over the lifetime of the contract(s).

Council Plan

22. **Prosperous City for all** – use of local transport providers. Helping grow businesses and providing employment within the city.
23. **A council that listens to residents** – responding to the needs of the client group who are eligible for assistance with transport and seeking their feedback on the quality of the service.
24. **A focus on frontline services** – providing a safe, high quality, cost effective transport service for children and young people across the city. Where parents/carers can be reassured that staff are trained and meet the relevant safeguarding criteria.

Implications

Financial

25. Home to School Transport is funded from the LA's General Fund Budget. The 2015/16 budget for the delivery of the current contract is approximately £2.1m which has been set at the level of the existing contract price. The proposals set out in paragraphs 12-21 have been developed with the support of the procurement team.

Equalities

26. See legal implications

Legal

27. To meet the requirements of the 1996 Education Act in relation to the LA's duty to make travel arrangements to facilitate attendance at school. To meet the statutory requirements of the 2013 Children & Families Bill as well as the Equalities Act 2010. Legal Services will support the School Services team when drawing up contracts for the finalised arrangements when they have been agreed.

Other Implications

- 28. There are no specific Human Resources (HR), Crime and Disorder, Information Technology or Property implications arising from this report.

Risk Management

- 29. As a new contract(s) has to be in place by the 1 September 2016 any delay to a decision increases the possibility of arrangements not being in place by this date. The consequences of which is the LA's failing in its duty not to meet our statutory requirements and subsequent reputational damage.

Contact Details

Author:

Chief Officer Responsible for the report:

Mark Ellis
Head of School Services
01904 554246

Jon Stonehouse
Director of Children's Services Education & Skills

Report Approved



Date 15.01.16

Specialist Implications Officer(s)

Legal:	Procurement:
Emma Kerr	Phil Monk
Senior Solicitor	Category Manager
551036	552237

Wards Affected: *List wards or tick box to indicate all*

All

For further information please contact the author of the report

Background Papers

None

Annexes

Annex A – Community Impact Assessment Form

SECTION 1: CIA SUMMARY



Annex A

Community Impact Assessment: Summary

1. Name of service, policy, function or criteria being assessed:

Children Services/Education Transport

2. What are the main objectives or aims of the service/policy/function/criteria?

To seek permission from the Executive to procure a transport provider(s) to deliver taxi and mini bus transport for and on behalf of the Children Services, Education and Skills Directorate.

3. Name and Job Title of person completing assessment:

Mark Ellis – Head of School Services

4. Have any impacts been Identified? (Yes/No)

Yes

Community of Identity affected:

Age, Disability, Gender, Race, Disability, Religion and belief, Carers of disabled people,

Summary of impact:

Positive: Procuring a provider(s) to deliver transport for those eligible children and young people, to enable them to attend school or other local authority services and meetings.

5. Date CIA completed: 19 January 2016

6. Signed off by:

7. I am satisfied that this service/policy/function has been successfully impact assessed.

Name: Jon Stonehouse

Position: Director of Children Services, Education and Skills

Date: 19.1.2016

8. Decision-making body:
ExecutiveDate:
28 January 2016

Decision Details: Recommendation to commence the process to procure a transport provider(s) to deliver the Children Services and Education directorates requirements.

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Send the completed signed off document to ciasubmission@york.gov.uk It will be published on the intranet, as well as on the council website.

Actions arising from the Assessments will be logged on Verto and progress updates will be required

Community Impact Assessment (CIA)

Community Impact Assessment Title:
Children Services and Education Transport - Procurment

What evidence is available to suggest that the proposed service, policy, function or criteria could have a negative (N), positive (P) or no (None) effect on quality of life outcomes? (Refer to guidance for further details)

Can negative impacts be justified? **For example: improving community cohesion; complying with other legislation or enforcement duties; taking positive action to address imbalances or under-representation; needing to target a particular community or group e.g. older people.** NB. Lack of financial resources alone is NOT justification!

Community of Identity: Age

Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
Pupils and students – Potential of new transport provider		Education Health Access to Services	None	None
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date
May lead to a different transport provider delivering the pupils/students				

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Community of Identity: Carers of Disabled People

Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
Pupils and students – Potential of new transport provider		Education Health Access to Services		
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date
The child/student they care for, may be transported by a different provider				

Community of Identity: Disability

Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
Pupils and students – Potential of new transport provider		Education Health Access to Services	None	None

Details of Impact		<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date
May lead to a different transport provider delivering the pupils/students					

Community of Identity: Gender

Evidence		Quality of Life Indicators		Customer Impact (N/P/None)	Staff Impact (N/P/None)
Details of Impact		<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

Community of Identity: Gender Reassignment

Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
			None	
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

Community of Identity: Marriage & Civil Partnership

Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
			None	
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

Community of Identity: Pregnancy / Maternity

Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

Community of Identity: Race

Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
Pupils and students – Potential of new transport provider		Education Health Access to Services	None	None
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date
May lead to a different transport provider delivering the pupils/students				

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Community of Identity: Religion / Spirituality / Belief

Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
Pupils and students – Potential of new transport provider		Education Health Access to Services	None	None
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date
May lead to a different transport provider delivering the pupils/students				

Community of Identity: Sexual Orientation

Evidence	Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)

Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

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Executive**28 January 2016**

Report of the Director of Communities and Neighbourhoods

Portfolio of the Executive Member Economic Development and
Community Engagement**Business Improvement District for York City Centre****Summary**

1. A Business Improvement District (BID) is a City-wide partnership initiative, led primarily by local businesses, with the Council as the accountable body.
2. This paper follows the paper presented to Executive in July 2015, where members approved:
 - (i) the draft BID document,
 - (ii) a baseline services agreement of council activities to be provided so that all new Business Improvement District activity is additional to this baseline,
 - (iii) that the Council would collect the BID levy and would charge the BID company a maximum of £25,000 per year,
 - (iv) that the Council would fund the Electoral Reform Society to conduct an independent ballot of City Centre businesses and
 - (v) the Council would provide some set up costs from reserves to ensure effective collection of the BID levy.
3. In November 2015, businesses in the City Centre of York voted in favour of a new Business Improvement District (BID) by 76% of the number of hereditaments and 80% in overall business rates value.
4. The York Business Improvement District will raise over £800,000 in BID levies to be invested in the City Centre. Decisions on allocation of this investment will be taken by the business-led BID Board and will focus on areas such as improving the cleanliness of the City

Centre, tackling anti-social behaviour and providing business and procurement support for City Centre businesses.

5. As it currently stands, the main ongoing financial implication of the BID for City of York Council is an annual contribution, via levy, of approximately £28,000 per annum, beginning in the 2016/17 financial year. This cost will rise or fall in line with the overall rateable value of our property portfolio within the BID area. In the July Executive paper, it was outlined that this would need to be taken into account in the Budget as a pressure.
6. There are also implications surrounding the ongoing cost of collection of the BID, and the Business Improvement District will reimburse the administrative cost of collection up to the value of £25,000 a year.
7. To ensure that the Business Improvement District is set up effectively and runs smoothly from day one, it is proposed that the council provides a cash flow loan of up to £50,000. This will help support set up costs and running costs in the first month of operation of the Business Improvement District. It is proposed that this loan will be reimbursed in full to the council by Summer 2016.

Recommendations

8. It is recommended that Executive:
 - Note the draft Memorandum of Understanding (MoU) and Operating Agreement, included in Annex A and give the Assistant Director Governance and ICT the authority to negotiate and agree the final terms with the BID board.
 - Agrees with the request from the BID board for a cash flow loan of £50,000 that allows the Business Improvement District to become active as soon as possible. This will be reimbursed to the Council from the BID levy by Summer 2016.
 - Considers the formal Council representation on the board. This paper proposes that this representation is made by Cllr Chris Steward and Cllr Keith Aspden and that officers also attend the meetings where appropriate.

- Considers the comments made by Economic Development and Transport Policy Scrutiny and ensure that officers work with the Business Improvement District to arrange a mechanism to ensure that members from the city centre wards are able to have an input into the BID.

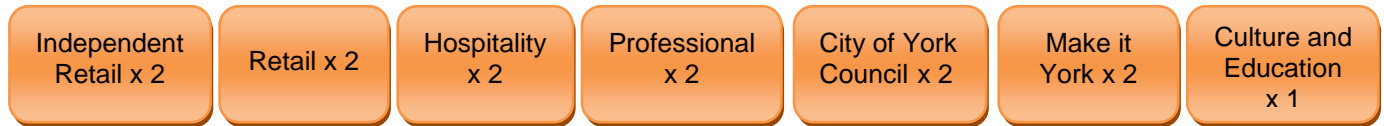
Reason: To support the successful implementation of the Business Improvement District in York.

Background

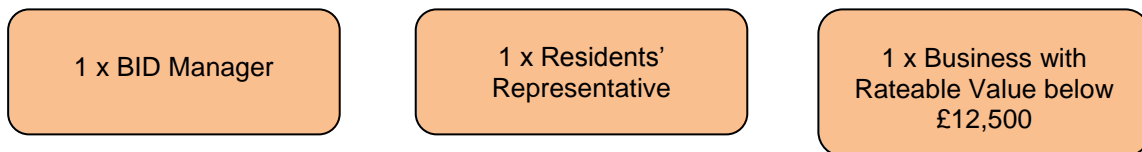
9. A Business Improvement District (BID) is a business-led partnership that enables coordinated investment in the management and marketing of a commercial area, and is a defined geographical area.
10. Governed by legislation to ensure fairness and transparency, a BID is created for a five year period subject to a successful ballot of local businesses.
11. During the term of the BID, all businesses defined within the BID Business Plan geography will be required to pay the mandatory levy, irrespective of whether they cast a vote in the ballot or not.
12. For a BID to be approved the vote needs to deliver a majority in favour, both in terms of the number of businesses, and the rateable value of the business premises.
13. BIDs have been successfully implemented in over 200 towns and cities in the UK, and also in the United States, Canada and Germany. Of the BID Ballots held in the UK, 85% have so far voted in favour of a BID.
14. Each BID proposal is different depending upon local needs and priorities, but usually undertakes a range of activities to enhance the role of their area as a business location, and as a retail and visitor destination.
15. For a BID to be successful it must be driven by businesses and other occupiers, such as universities, hospitals, cultural organisations, in partnership with the public sector.
16. The BID is steered by a private sector board. Typically, a BID company is formed by the private sector, working in partnership and

sharing resources with the Local Authority. In the BID prospectus, the board membership was as follows:

17. As outlined in the prospectus published and sent to all city centre businesses in advance of the vote, the proposed Board membership is as follows:



With Board advisors in support:



18. Given that these proposals for the structure of the board were part of the prospectus put to levy payers in advance of the vote, they are binding and have to be formally adopted by the BID. However, if it is decided at a future point in time that the make up of the BID board needs to be modified, changes can be made at the annual general meeting of the BID, providing it has the support of the majority of BID members.

Benefits of the BID for York

19. There are many potential benefits of the BID to York's City Centre. As outlined in the prospectus issued to businesses in advance of the vote which can be found on this link <http://www.theyorkbid.com/> this BID will:

- create a single source of funding of over £800,000 to be spent in the area
- provide a Business Plan that outlines a focus on expenditure to address anti social behaviour, improving the area and providing business support to city centre businesses
- improve the resilience of the City Centre to changes in the retail market and;
- provide a City Centre that increases resident wellbeing and presents an improved business offer.

Progress to date

20. Business rate payers in the BID area have voted for a York City Centre BID. This will include all businesses:
 - generally within the City walls (but also include the large retailers on Foss Islands Road)
 - have a rateable value of over £12,500.
21. This encompasses just under 1,150 businesses in the Guildhall, Micklegate and Fishergate Wards. As part of the BID ballot process, all affected businesses at the time of writing were contacted and offered the opportunity to vote on the scheme.
22. A business plan has been published for the BID as part of the ballot process. The full text of this business plan can be found at www.theyorkbid.com .
23. Affected businesses were consulted on the Business Improvement District by City Team York and, following a ballot run independently by the Electoral Reform Society, voted in favour of a BID for the City Centre of York. 76% of all businesses voted 'yes', and the 'yes' vote by rateable value was 80%.
24. The Council has already provided £35,000 to fund a BID Manager, including £25,000 from a recent Economic Infrastructure Fund grant. We have also funded the ballot for the BID.
25. In addition to this, Executive agreed to the following in July 2015:
 - A draft baseline services agreement to provide a commitment of council services that will be continue to be provided in the BID area including street lighting and street cleansing. This is now formalised in the draft MoU and Operating Agreement in Annex A.
 - That the council will collect the BID levy on behalf of the York BID Company and that the council will be reimbursed for the cost of collection up to a maximum of £25,000 per annum.
26. Since the successful ballot result, the York BID Company has been registered with Companies House and created on a legal footing. There has also been a role created for the Executive Director of the

BID and the recruitment process to find this individual is currently underway.

Memorandum of Understanding and Operating Agreement

27. Now that the BID ballot has been successful, we need to agree a final Memorandum of Understanding with them. The draft version of this document is included in Annex A. This is a routine document and required in all Business Improvement Districts. There are two areas which I would like to draw Executive's attention to. These are (i) the Baseline Services Agreement and (ii) the process around Levy collection.

Baseline Services Agreement

28. The operating agreement includes the Baseline Agreement -the proposed programme of services to be included in the BID - should be clearly in addition to those provided by the local authority, complementing work already ongoing, and not used to replace existing public sector services. This has been developed with heads of service and includes the minimum service provided, as well as details of employees and equipment required. These services are a combination of statutory and discretionary.
29. The document is legally binding for four years, and during that time the Council will be required to continue to provide these services.
30. This can be used to reassure the minimum service delivery to be maintained by the authority and to show which services can be provided in addition as a benefit of BID funds.
31. Many Council activities that typically fall within the Baseline Agreement, such as City Centre Management, Culture and Economic Development are now within the remit of Make it York. As an authority, we are looking at the commitment we make in a number of areas, including:
- Street Cleaning
 - Streetlighting
 - Highways Maintenance
 - Parking Services
 - Make it York

32. Whilst this is a smaller baseline in terms of areas covered, it also refers to the Make it York Service Level Agreement which includes a much wider number of services for the City Centre, including City Centre management, the markets, business support and cultural festivals.

Levy collection

33. As with almost all BIDs across the UK, the Council are the billing authority, so would collect and transfer funds to the BID company and carry out the administration function. Practicalities as well as cost implications are being explored.
34. It is important that we create a mechanism for collecting the BID that is effective whilst being the lowest cost solution to ensure that the BID has the highest level of funding after administration costs as possible.
35. The York BID's billing period will run from 1st April each year to 31st March of the following year. It will run for five billing periods from 1st April 2016. Our agreed approach is that the BID levy payers will be billed once annually at the same time as they are contacted about their Business Rates.
36. We expect that costs in the first year are likely to be much higher than those in subsequent years. We will create an open and auditable process on the cost of this billing and aim to only charge the Business Improvement District for the administrative costs incurred. We also propose that these costs are capped at a maximum of £25,000 a year.

BID Board

37. In the prospectus that businesses voted on in November, it was confirmed that there were two CYC places on the BID board. These are currently unnamed. Given the importance of the BID, it is recommended that these posts should now be filled by Cllr Chris Steward and Cllr Keith Aspden as leaders of the two parties of administration.

Cash Flow Loan

38. The BID board have requested a £50,000 cash flow loan to ensure that the BID becomes operational as soon as possible. This is

because it is inevitable that some of the BID's expenses will precede its levy income. This is a standard arrangement between councils and BID companies and was anticipated before the November BID vote.

39. There are two sets of expenses that this facility is intended to cover. The first relates to the set up costs of the BID operation. These include legal, accounting and registration costs of the BID company. They also include the February recruitment of a BID manager and establishment of a working office. The other expenses relate to the period (essentially March and April) when the BID company will be operational but before levy income has been received. To ensure a timely and positive BID impact commitments will be made in this period to events promoting York for which funding will be required.
40. It is expected that the profile for payment of the £800k BID levy will be similar to that for business rates, with the majority of funds being received by the end of May. When paying these sums to the BID company the CYC would offset the value of the sum drawn down. As such there is no material financial risk to CYC from this loan. It will however be a vital component in ensuring the BID makes a strong and timely impact promoting York's business community.

Pre Decision Scrutiny

41. An earlier draft of this paper was presented to Economic Development and Transport Policy and Scrutiny on the 19th January 2016. Members of the scrutiny committee were broadly supportive of this paper and its recommendations. Members of the scrutiny committee requested that the Executive look at how we can ensure that there are strong links between the Business Improvement District and elected members from city centre wards (Guildhall, Micklegate and Fishergate).

Council Plan

42. The work to establish the Business Improvement District is in line with the Council Plan objectives to create a prosperous city for all where local businesses can thrive.

Implications

43. Financial: Following the successful election of the Business Improvement District, we now have a cost pressure of around

£30,000 to pay the levy for buildings owned by the Council. This will be addressed in the Budget.

44. If Members agree to a cash flow loan of £50,000 to be repaid by the Business Improvement District by Summer 2016, this can be treated as a payment in advance and therefore funded within current budgets.
45. Legal: Our legal protections are set out within a draft MoU drawn up by the Council's Legal Team. The baseline agreements and Operating Agreement also appear in these schedules. This MoU is necessary to cover the relationship between the Council and the BID Company. This is included in Annexe A. We are now discussing the final details of this and it is recommended that the final sign off of this is given to the Monitoring Office.
46. Crime and Disorder: One of the key BID themes would be to introduce initiatives to try and tackle anti-social behaviour and the culture of afternoon drinking which is attracting large numbers of stag and hen parties to York. Discussions with representatives from the local Police force have shown that they would be keen to support this.
47. Information Technology: Not applicable at present.
48. Property: Not applicable.
49. Other: Not applicable.

Contact Details

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Executive
Tel No.
553343

Executive Member responsible for the report:

Cllr Keith Aspden
Deputy Leader,
Economic Development & Community
Engagement

Chief Officer

Sally Burns
Director, Communities and Neighbourhoods

Specialist Implications Officer(s)

Not applicable

Wards Affected: *Fishergate, Guildhall and Micklegate*

All

For further information please contact the author of the report

Annex

Annex A - Draft Operating Agreement and Memorandum of Understanding

Dated

2016

YORK BID COMPANY LIMITED (1)

AND

THE COUNCIL OF THE CITY OF YORK (2)

**MEMORANDUM OF UNDERSTANDING FOR THE PROVISION OF SERVICES
WITHIN THE YORK BUSINESS IMPROVEMENT DISTRICT**

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- 7. PERSONNEL**
- 8. FINANCIAL REGULATIONS AND PROCUREMENT**
- 9. INSURANCE**
- 10. ASSIGNMENT AND SUB-CONTRACTING**
- 11. LIMITATION OF LIABILITY**
- 12. VARIATIONS**
- 13. DISAGREEMENTS**
- 14. ARBITRATION**
- 15. TERMINATION**
- 16. WAIVER**
- 17. EXIT STRATEGY**
- 18. ENTIRE AGREEMENT**
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- Schedule 1 - Baseline Services
- Schedule 2 - BID Proposals
- Schedule 3 - BID Area
- Schedule 4 - Operating Agreement

DRAFT

THIS AGREEMENT is made the day of 20XX

BETWEEN:

- (1) **THE YORK BID COMPANY LIMITED** (No.09937609) whose registered office is situated at 1 Museum Street, York ("the BID Company") and,
- (2) **THE COUNCIL OF THE CITY OF YORK** of West Offices, Station Rise York ("the Council")

BACKGROUND

- (A) The BID Company has been established as a joint undertaking of the business sector and Council representatives to act together as a company limited by guarantee to deliver the objectives of the BID Proposals (Schedule 2) and to improve the economic, social and environmental well-being of the BID Area (as set out in Schedule 3).
- (B) The Council currently provides or procures Baseline Services (as set out in Schedule 1), and Statutory Services within the BID Area
- (C) It is the intention of the Parties that, the Council will use all reasonable endeavours to continue to provide these Services, subject to the provisions relating to the terms of this Agreement.
- (D) The Council currently funds the provision of these Services from within its normal budget and will use all reasonable endeavours to continue doing so for the whole of the Term. The Council may consider contributing further additional funds to the BID Company for the purpose of achieving the objectives of the BID Arrangements on an ad hoc basis to be agreed by the parties.
- (E) On 30 November 2015, the BID Proposals were approved in a ballot of non-domestic ratepayers in the BID Area.

MEMORANDUM OF UNDERSTANDING

The Parties share the following common beliefs about the BID Area. The Parties believe that;

- A Business Improvement District is a partnership between the Council and the local business community that will develop projects and services that will benefit the trading environment within the boundary of a clearly defined commercial area as outlined in the BID prospectus.

This Agreement sets out the framework within which these shared beliefs will be achieved

IT IS AGREED AS FOLLOWS:**1. DEFINITIONS**

1.1 In this Agreement the following words and expressions shall, except where the context otherwise requires, be given the following meanings:

Agreement means this agreement and any Schedules or Appendices thereto which are to be read and construed and given the same force as if contained in the body of the agreement

Baseline Services means the services currently provided or procured by the Council and detailed in Schedule 1

BID means Business Improvement District

BID Area means the geographical area identified by the BID Champions Group in the BID prospectus and Business Plan.

BID Arrangements means the detailed proposals for the BID as set out in the BID Proposals prepared by the BID Champions Group submitted to, and approved by a ballot of non-domestic ratepayers in the BID Area

BID Company Means the Company Limited by guarantee that will be formed after a successful BID ballot in order to facilitate the BID arrangements.

BID Levy means the levy paid by non-domestic ratepayers under the BID Arrangements

BID Performance Indicators means the performance indicators detailing the performance of the BID Company as agreed in writing between the BID Company and the Council from time to time

BID Proposals means the detailed proposals for the BID in the BID Area as submitted and approved in a ballot of non-domestic ratepayers in the BID Area as set out in Schedule 2

BID Regulations means the Business Improvement Districts (England) Regulations 2004 (as may be amended from time to time)

Confidential Information means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, goods, services, developments, trade secrets, intellectual property rights, know-how, personnel, customers and suppliers of either Party, all personal data and sensitive personal data within the meaning of the DPA

Consent sites means highways, public realm and public open spaces in the BID area.

Council means The Council of the City of Council

Data Protection Officer means the officer of the Council holding the post of Data Protection Officer, or such other person as the Council may elect

Data Protection Act (DPA) means the Data Protection Act 1998 (as amended)

Effective Date means 1st April 2016 or the agreed “live” date whichever is the later of the two but no later than the Operating Date in the Operating Agreement

Environmental Information Regulations (EIR) means the Environmental Information Regulations 2004 and any related provisions

Exit Strategy means the strategy agreed by the Parties for securing transition from the BID Arrangements to alternative service delivery arrangements

Information has the meaning given under section 84 of the FOIA

Freedom of Information Act (FOIA) means the Freedom of Information Act 2000 and any subordinate legislation made under the act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation

Funding means the provision of funding by the Council to the BID Company under the Funding Document or such other financial contributions as shall be made at the Council’s absolute discretion, with no obligation to provide any such additional funding

Parties means the Council and the BID Company and “Party” shall mean either the Council or the BID Company depending on the context

New Services means any new or additional services not included in this Agreement

Operating Agreement means the Operating Agreement contained in Schedule 4

Request for Information means any request for information as defined and required by the EIR and / or FOIA

Services means, collectively or individually as the case may be, the Baseline Services, and Statutory Services

Statutory Services means the services the Council undertakes within the BID Area pursuant to its statutory obligations

Subject Access Request means a request made under section 7 DPA

Support Services means the services set out in Schedule 4 whereby the Council agrees to provide the specified services to the BID Company for the purposes of enabling the BID Arrangements to be carried out

Term means the period of five (5) years commencing on the Operational Date in the Operating Agreement unless terminated sooner or extended in accordance with the provisions of this Agreement

Variation Procedure means the variation procedure set out in Clause 10

Working Day means any day on which the Council’s principal offices at West Offices, York are open to the public for business.

2. AGREEMENT

2.1 This Agreement sets out the framework by which the Parties propose to deliver the BID Arrangements

3. TERM

3.1 This Agreement shall be deemed to have commenced on the Effective Date and unless otherwise terminated or extended in accordance with the provisions of this Agreement shall continue for the Term

- 3.2 The Parties may at any time throughout the duration of this Agreement agree to extend this Agreement once only for a period not exceeding five years subject only to approval by a valid ballot in accordance with the BID Regulations or any other such legislative regulation prevailing at the time

4. SERVICES

4.1 Baseline Services

4.1.1 Throughout the Term the Council will use all reasonable endeavours to continue to provide and/or procure the existing Baseline Services in the BID Area so as to facilitate the BID Arrangements.

4.1.2 The Baseline Services shall be reviewed annually by the Council as part of its budget process. In the event of any change to the services provided the Council will give the BID Company 3 months prior written notice.

4.2 The Statutory Services

4.2.1 The Council is subject to a variety of statutory obligations and duties imposed by various legislative provisions.

4.2.2 The BID Company recognises that the Council is required to discharge its statutory obligations in respect of the Statutory Services in accordance with the appropriate legislative provisions and guidance and the law in general and that this may give rise to situations that are not always compatible with the objectives of the Parties under this Agreement.

4.2.3 Without prejudice to its statutory obligations the Council will to the extent permitted by law work proactively with the BID Company and use all reasonable endeavours to enable the achievement of the objectives of the BID Arrangements.

4.4 New Services

4.4.1 The Parties may agree in writing at any time that New Services may be provided by the Council to the BID Company for the purpose of achieving the BID Arrangements

4.4.2 New Services shall be agreed using the Variation Procedure and upon commencement shall be subject to all terms of this Agreement

5. **START UP LOAN REPAYMENT**

- 5.1 The York BID Board successfully applied for a loan administered by British BIDS on behalf of DCLG. The group received £30,000 to set up the York BID.
- 5.2 City of York Council have received the loan on behalf of the BID Champion Group and will draw down the funds as and when requested by the BID Champion Group.
- 5.2 Following a successful yes vote, this loan is required to be paid back to British BIDs.
- 5.3 British BIDs have calculated that the amount to be paid on the event of a 'yes' vote is the full £30,000 plus £495 in interest which is a total repayment of £30,495. The full amount is due to British BIDs in instalments on 1st June 2016 and 1st June 2017.
- 5.4 It is the responsibility of the York BID Company to repay the money due to British BIDs.
- 5.5 On the event that the York BID Company fail to pay the money owed to British BIDs, Council shall deduct the amount owed from the BID collection levy. This amount shall then be transferred by the Council to British BIDs. The Council shall be entitled to charge an administration fee for this process.
- 5.6 The Council will advance the sum of £50,000 to the BID Company on or before 28th February 2016, which will be repaid by the BID Company by 1st July 2016.
- 5.7 In the event that the said sum, or any part thereof, is not repaid by the said due date, the Council shall be entitled to deduct the amount owing from the Levy monies it receives.

6. **CONSENT SITES**

- 6.1 The use of the Consent Sites for any BID activity must be approved by City of York Council.
- 6.2 The York BID will be subject to the normal application process for the usage of public realm.

- 6.3 City of York Council retains the right to utilise the Consent Sites as they see fit for commercial promotions and events.

7. PERSONNEL

- 7.1 Each Party is responsible for its own personnel, employees, agents, servants, and subcontractors when on the other Party's premises.
- 7.2 Each Party shall ensure that its personnel, employees, agents, servants, and subcontractors comply with the provisions of The Health and Safety at Work etc Act 1974 (as amended), and any subsequent legislation and any security procedures whilst on the other Party's premises.

8. FINANCIAL REGULATIONS AND PROCUREMENT

- 8.1 The BID Company undertakes to adopt and apply financial regulations and procurement procedures that are compatible with the Council's Financial Regulations and Contracts Standing Orders (as may be amended from time to time) so as to clearly demonstrate best value and accountability compliance in relation to contracts applicable at any appropriate time, in any relevant dealings in respect of the delivery of the BID Arrangements
- 8.2 The Council confirms that in respect of any relevant matters it will apply and comply with its Financial Regulations and Standing Orders Relating to Contracts applicable from time to time.
- 8.3 The Council will where permitted by law inform the BID Company of any proposed changes to its Financial Regulations and Contracts Standing Orders prior to their implementation and may at the Council's absolute discretion have regard to any views expressed by the BID Company in respect of such changes.

9. INSURANCE

- 9.1 Each Party shall be responsible for taking out and maintaining for the duration of this Agreement all insurances reasonably required as a consequence of their activities under this Agreement or otherwise as directed and required by the Council's insurance manager.
- 9.2 Specifically, but without limitation, the BID Company shall take out and maintain for the duration of this Agreement, with generally recognized reputable insurance companies, Employer's Liability insurance to a minimum value of £10,000,000.00 for any one claim, Public Liability cover to a minimum value of £5,000,000 for any one claim and professional

Indemnity cover to a minimum value of £1,000,000 for any one claim. In addition, adequate office cover for contents such as computers etc will also be required.

- 9.3 Both Parties shall provide proof of adequate insurance cover to the other Party upon request

10. ASSIGNMENT AND SUB-CONTRACTING

- 10.1 Except as permitted by Clause 8.2, neither party shall assign, sub-contract or transfer any of their respective rights duties or obligations under this Agreement without the express prior written consent of the other Party such consent not to be unreasonably withheld or delayed.
- 10.2 The Council may assign this Agreement to any of its strategic partners working for the time being on behalf of the Council

11. LIMITATION OF LIABILITY

- 11.1 Nothing in this Agreement shall exclude or restrict a Party's liability for death or personal injury caused by its negligence.
- 11.2 Neither Party shall be liable to the other Party by reason of termination or expiry of this Agreement however caused for the payment of any compensation, reimbursement or damages of any nature including, without limitation any expenditures, investments, leases or other commitments relating to the business or goodwill of either Party.
- 11.4 The BID Company will indemnify and keep indemnified the Council from and against any and all loss damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Council arising out of any act neglect or default of the BID Company its employees, agents, servants or subcontractors or licensees and including any successful claims by any third party resulting from breach of this Agreement in respect of any matter arising out of the performance of its obligations under the Agreement Provided that notwithstanding this indemnity the Council shall use its reasonable endeavours to mitigate any such loss and damage or liability.

12. VARIATIONS

- 12.1 Either Party wishing to make a change to the Services, the Funding or any term of this Agreement, must send a written "change request" to the other party.

- The change request shall include the following minimum information
- (a) a description of the change
 - (b) the reason for the change
 - (c) as far as can be identified, any anticipated impact of the change, for example on Service improvements or cost
 - (d) as far as can be identified, any saving on current costs, additional or redundant resources which will arise as a consequence of the change, and how it is proposed to deal with them
 - (e) the timescale within which the change is intended to be implemented
- 12.2 Neither Party shall without good reason unreasonably withhold consent or delay approval of the proposed change except that the Council shall be entitled, at its absolute discretion, to refuse any suggested increase in the level of the Funding it makes to the BID Company
- 12.3 Within 30 days of receiving a written request for change (or such later date as may be agreed between the parties), the Party who receives the request shall respond in writing to the other setting out whether the request is approved or not, and in particular will state:
- (a) the reason(s) why the request is approved or rejected
 - (b) any proposals and reasons for amending the description of the change
 - (c) any comments on the proposed impact of the change
 - (d) any comments on the change as it may result in additional or redundant resources arising as a consequence
 - (e) any comments upon the proposed timetable for implementation of the change
- 12.4 The Parties will record in writing any agreed change to the Services and/or the Funding, any terms of this Agreement or any New Services including the commencement, duration, cost and funding of such change and for any New Service, the terms of payment, if appropriate. The Parties will exchange such a written record within 10 Working Days of agreeing to the change. The change shall not be implemented until this written record is exchanged by the Parties. The written record will then be held with, and be incorporated and subject to all terms of this Agreement.
- 12.5 Where the Parties are unable to agree any proposed change, whether in total or as to any element of it, the disagreement may be submitted to the disagreement procedure set out in Clause 13

13. DISAGREEMENTS

- 13.1 Where the Parties are in disagreement as to the terms or provisions of this Agreement, including implementation, or the delivery of Services or objectives, they shall use their best efforts to resolve the disagreement informally through amicable discussions within 7 days of being notified of the disagreement (or such later date as may be agreed between the parties).
- 13.2 In the event that, following attempts at resolving the issue by amicable discussion and consultation, either Party believes that a disagreement is not capable of being resolved informally both Parties will submit written details of their grievance and / or position by not later than 21 days of being notified of the disagreement to the Chairman of the Board of the BID Company and a Group Director or Director of the Council nominated by the Council in an attempt to resolve the disagreement at Board / Director level.
- 13.3 In the event that Board members of the BID Company and Director of the Council are unable to resolve any such disagreement either Party may request that the dispute be referred to Arbitration in accordance with Clause 12

14. ARBITRATION

- 14.1 In the event that any dispute has not been resolved at an informal or Board / Director level either Party may notify the other that they wish it to be referred to arbitration under the terms of and subject to the Arbitration Act 1996 by a single arbitrator to be agreed by the Parties or alternatively one nominated by the Chartered Institute of Arbitrators.
- 14.2 Both Parties agree that the decision of any arbitrator shall not be final or legally binding as to either the substance of the dispute or the costs of the arbitration process and for the avoidance of doubt any reference or appeal to a court of law are hereby expressly permitted

15. TERMINATION

- 15.1 Either Party may terminate this Agreement upon giving three (3) months notice in writing if the other Party:
- 15.1.1 commits a material breach of its obligations or if such breach being capable of remedy has not been remedied for a period of 30 days after being notified of such breach

- 15.1.2 (in the case of the Council) has persistently failed to meet the service level targets set out in the baseline agreement and operating agreement. (and for the purposes of this Clause “persistently” means failing to meet or exceed the service level targets e service level reviews)
- 15.1.3 (In the case of the BID Company) persistently fails to meet the BID Performance Indicators (and for the purposes of this Clause “persistently” means failing to achieve the BID Performance Indicators in not less than any 3 out of 5 consecutive areas.
- 15.2 The Council may terminate this Agreement and recover all its losses by giving notice to the BID Company having immediate effect if
- 15.2.1 the BID Company goes into liquidation, either compulsorily or voluntarily (apart from a solvent liquidation for the purposes of reconstruction or amalgamation) or if a receiver, administrator or administrative receiver is appointed in respect of the business or all or any part of its creditors generally or shall commit any similar act or suffer any similar event as a consequence of debt
- 15.2.2 the BID Company by its employees or anyone acting on their behalf does any of the following things:
- (a) offer, give or agree to give to anyone any inducement or reward in respect of this or any other Council contract (even if the BID Company does not know what has been done); or
 - (b) commit an offence under the Prevention of Corruption Acts 1889 to 1916 or Section 117(2) of the Local Government Act 1972 or the Bribery Act 2010; or
 - (c) commit any fraud in connection with this or any other Council contract whether alone or in conjunction with Council Members, contractors or employees.
- Any clause limiting the BID Company’s liability shall not apply to this clause
- 15.3 Without prejudice to the Council’s rights in this Agreement, if the BID Company suffers any of the events in Clauses 13.1.1, 13.1.3 or 13.2.1 the Council may, upon written notice to the BID Company suspend any New Services that have been agreed. If any New Services for which the BID Company has agreed to make payment to the Council are suspended, the BID Company’s obligation to make such payments shall also be suspended.

- 15.4 Termination of this Agreement shall not affect any existing rights and liabilities of the Parties, which have accrued as at the date of termination.

16. WAIVER

- 16.1 The failure of any Party to require the performance of any of the terms of this Agreement or the waiver by any Party of any default under this Agreement shall not prevent a subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

17. EXIT STRATEGY

- 17.1 The Parties recognise that in the event of the BID Arrangements coming to an end and not being renewed in accordance with statutory provisions and/or in the event of this Agreement expiring by any means the Parties will need to agree an Exit Strategy how Services within the BID Area will continue to be provided.
- 17.2 Either Party may give notice to the other either, (a) when serving notice under Clause 11 (disagreements) or (b) at any time not before the fourth anniversary of the Effective Date, requiring the other party to attend a meeting or meetings to prepare an agreed Exit Strategy.
- 17.3 Failure on the part of either Party to respond to such a request or to agree an Exit Strategy will entitle the other Party to invoke the disagreements procedure set out in Clause 11.

18. ENTIRE AGREEMENT

- 18.1 This Agreement including all schedules constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all proposals, negotiations, understandings, conversations, discussions or agreements between or amongst the Parties relating to the subject matter of this Agreement (except in the case of any fraudulent misrepresentations).
- 18.2 For the avoidance of doubt in the event of conflict between the provisions of this Agreement and the provisions of the Operating Agreement in Schedule 5, the provisions of the Operating Agreement will prevail.

19. SEVERABILITY

- 19.1 Each of the provisions contained in this Agreement shall be construed as independent of every other such provision, so that if any provision of this Agreement shall be determined by any court or competent authority to be illegal, invalid and/or unenforceable then such determination shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect.
- 19.2 If any provision of this Agreement shall be determined to be illegal, invalid and/or unenforceable, but would be legal, valid and enforceable if amended, the Parties shall consult together in good faith and agree the scope and extent of any modification or amendment necessary to render provision legal, valid and enforceable and so as to give effect as far as possible to the intention of the Parties as recorded in this Agreement. If this cannot be achieved, either through failure to reach agreement or because (in the reasonable opinion of either Party) the effect of such a declaration is to defeat the original intention of the Parties in a material respect, then either Party may terminate this Agreement by giving 30 days notice of termination to the other Party.

20. THIRD PARTY RIGHTS

- 20.1 Nothing in this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a Party to this Agreement and the provisions and effect of the Contracts (Rights of Third Parties) Act 1999 is hereby excluded from this Agreement.

21. CONFIDENTIAL INFORMATION

- 21.1 Both Parties shall treat as and keep confidential and not disclose any Confidential Information. No Confidential Information shall be subject to the restrictions against disclosure under this Agreement to the extent that it:
- 19.1.1 is or becomes public knowledge otherwise than through the default on the part of either Party or their directors, officers, agents or employees;
 - 19.1.2 is compelled by law or by the rules or requirements of any relevant regulatory authority or court of competent jurisdiction and/or required by the professional advisors of either Party
 - 19.1.3 is already lawfully in the possession of either Party prior to its disclosure.

19.1.4 Is made with the express prior written consent of the other Party; or

19.1.5 Is made pursuant to a statutory duty or requirement of the Information Commissioner pursuant to the FOIA or the EIR.

21.2 Each Party agrees that this Clause 19 shall survive the termination of this Agreement, however arising.

22. DATA PROTECTION

22.1 The BID Company shall (and shall procure that any of its staff involved in the provision of this Agreement) comply with any notification requirements under the DPA and both Parties will duly observe all their obligations under the DPA, which arise in connection with the Agreement

22.2 The BID Company acknowledges that the Council is the Data Controller for the purposes of the DPA

22.3 Notwithstanding the general obligation in clause 20.1, where the BID Company is processing personal data (as defined by the DPA) as a data processor for the Council (as defined by the DPA) the BID Company shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and

- (1) provide the Council with such information as the Council may reasonably require to satisfy itself that the BID Company is complying with its obligations under the DPA;
- (2) promptly notify the Data Protection Officer of any breach of the security measures required to be put in place pursuant to this clause; and
- (3) ensure that it does not knowingly or negligently do or omit to do anything, which places the Council in breach of the Council's obligations under the DPA.

22.4 The BID Company shall and shall procure that its sub-contractors shall:

- (1) transfer any Subject Access Request to the Council as soon as practicable after receipt and in any event within 2 Working Days of receiving the request;
- (2) provide the Data Protection Officer with a copy of all information required in respect of the Subject Access Request in its possession or power in the form that the Council requires within 20calendar

- days (or such other period as the Council may specify) of the Council requesting that information; and
- (3) provide all necessary assistance as reasonably requested by the Data Protection Officer to enable the Council to respond to a Subject Access Request within the timescale stipulated under the DPA.
- 22.5 Where a third party request for personal information is received from governmental or public bodies including but not limited to the Police or HM Revenue and Customs, the BID Company shall:
- (1) transfer the request to the Data Protection Officer who will register the request and undertake the necessary checks to ensure the authenticity of the requester
 - (2) transfer the information requested to the Data Protection Officer within 3 Working Days of receiving the request
- 22.6 The provisions of this clause shall apply during the continuance of this Agreement and shall continue after its expiry or termination

23. FREEDOM OF INFORMATION

- 23.1 The BID Company acknowledges that the Council is subject to the requirements of the FOIA and the EIR and shall assist and cooperate with the Council (at the BID Company's expense) to enable the Council to comply with these Information disclosure requirements
- 23.2 The BID Company shall and shall procure that its sub-contractors shall:
- (1) transfer the Request for Information to the Council as soon as practicable after receipt and in any event within two (2) Working Days of receiving a Request for Information;
 - (2) provide the Council with a copy of all Information in its possession or power in the form that the Council requires within five (5) Working Days (or such other period as the Council may specify) of the Council requesting that Information; and
 - (3) provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
- 23.3 The Council shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information or any other Information:
- (1) is exempt from disclosure in accordance with the provisions of the FOIA or the EIR;
 - (2) is to be disclosed in response to a Request for Information, and

- (3) in no event shall the BID Company respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 23.4 The BID Company acknowledges that the Council may, acting in accordance with the Department for Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the FOIA, be obliged under the FOIA, or the EIR to disclose Information:
- (1) without consulting with the Contractor, or
 - (2) following consultation with the Contractor and having taken its views into account.
- 23.5 The BID Company shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.

24. WHISTLE BLOWING

- 24.1 The Council has a whistle blowing policy to encourage staff and the public to bring into the open issues concerning dishonesty involving the Council. The BID Company shall ensure that relevant members of staff and all persons involved with this Agreement are made aware of the policy.

25. COUNTERPARTS

- 25.1 This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart.

26. AUTHORITY TO SIGN

- 26.1 Each Party warrants that it has the full authority to perform its obligations under this Agreement and that the person executing this Agreement has the authority to bind it.

27. NOTICES

- 27.1 All notices to be given by either Party to the other under this Agreement will be in writing and will be sent to the addresses below:

The Council:

Title: The Chief Executive

Address: City of York Council
West Offices

Station Rise
York

The Company:

Title: Adam Sinclair

Address: The York BID Company
1 Museum Street
YORK

- 27.2 Notices may be delivered personally, by pre-paid letter or facsimile transmission. Notices will be deemed to have been received:
- by hand delivery - at the time of delivery
 - by post - 2 Working Days after the date of mailing
 - by facsimile transmission - immediately on transmission provided a confirmation copy is sent by first class pre-paid post or by hand by the end of the next business day

28. GOVERNING LAW

- 28.1 This Agreement shall be governed by and construed in accordance with English Law.

SCHEDULE 1

Baseline Agreements 2016-2021*

- * Due to Local Government cost pressures, these costs are reviewed on an annual basis as per national BID guidance.
The baselines here are for 2015/16.

The purpose of this baseline agreement is to set out, for the avoidance of doubt, the **STANDARD SERVICES** provided by the Council within the BID area and to set the benchmark criteria against which the provisions of additional services will be assessed.

Any services provided by the BID levy are *complementary* to these baseline services.

Service	Street Cleansing
Head of Service	Russell Stone, Head of Operations
Telephone	(01904) 553108
Email	russell.stone@york.gov.uk

Baseline activity	Street cleansing of the City Centre
Service specification	Tasks undertaken include manual and mechanical cleansing, emptying of litter bins, litter picking and collection, cleaning of the Market areas. City Centre cleansing begins at 05.00, targeting hotspots then covering other areas. This continues throughout the day, focussing on high traffic vicinities, such as entertainments areas.
Statutory or discretionary?	Statutory
Timing of activity	<p>City Centre street cleansing is carried out within the foot streets, seven days a week throughout the year.</p> <p>April to September <i>Monday to Friday – 05.00 to 20.00:</i> The number of operatives on duty fluctuates throughout the day with a minimum number of three operatives and a maximum number of eight. <i>Saturday and Sunday – 05.00 to 19.00:</i> The number of operatives on duty fluctuates throughout the day with a minimum number of four operatives and a maximum number of five.</p> <p>October to March These will change slightly between October and March due to weather and daylight hours.</p> <p>Additional include co-ordinating/ overseeing the Spring Clean initiatives across the City</p>
Staffing and equipment	1X Mechanical sweeper 1 X Mechanical sweeper/scrubber 1 x Pedestrian controlled sweeper Various hand held manual equipment

	1 x Supervisor 12 x City Centre Cleansing Operatives		
Key performance measures	Measure	2014/15	2015/16 YTD
	• CSPEC5 - Calls to Service – Cleansing	1729	1250
	• CSPEC6 - CYC Calls to Service – Graffiti	158	207
	• SLA01 - 2 Hour Cleansing cases completed within SLA	78%	77%
	• SLA02 - 2 Hour Cleansing cases completed within SLA - (YTD)	76%	76%
	• SLA03 - Standard Cleansing cases completed within SLA	90%	87%
	• SLA04 - Standard Cleansing cases completed within SLA - (YTD)	90%	82%
Non-compliance procedure	We are not a contractor		
Existing value of contract/ service	No contract, but cost of service provision is approximately £250,000		
Boundary area	As per agreed BID boundary		
Proposed additional BID activity	Not yet known		
Cost of additional BID activity	Not yet known		

Service	Highways Maintenance
Head of Service	Bill Manby/ Steve Wragg/Mike Durkin (Interim arrangement)
Telephone	(01904) 553233
Email	bill.manby@york.gov.uk

Baseline activity	Maintenance and repair of the highways network whilst minimising disruption on the transport network and protecting infrastructure		
Service specification	<p>The Highways Act 1980 places a duty on the Highway Authority to maintain the public highway network in a condition that is safe for users.</p> <p>The public highway network includes all roads, footpaths and verges which the highways authority has responsibility for.</p> <p>We regularly inspect our network in accordance with the current Code of Practice for Highway Maintenance. The frequency of inspections depends upon the importance of the road and footpath in question. A busy main road and footpath may be inspected monthly while a minor estate road or rural lane may only be inspected annually.</p> <p>The New Roads and Streetworks Act 1991 also places a duty on us to coordinate and regulate work carried out in the public highway by any organisation. An organisation includes contractors working for gas, waste, electricity and telecom companies as well as private works on behalf of individuals.</p>		
Statutory or discretionary?	Statutory		
Timing of activity	This is an 07:30 - 17:30 activity with an out of normal working hours emergency response service		
Staffing and equipment	<ul style="list-style-type: none"> • 19 FTE • 2 Supervisors • (7) 18 ton hook lift vehicles • (1) 32 ton hook lift vehicle • (1) 7.5 ton hook lift vehicle • (1) 7.5 TM Vehicle 		
Key performance measures	Measure	2012/13	2013/14
	• CES03 - % of road and pathway network that are grade 3 (poor condition) – roadways	15%	16%
	• CES04 - % of road and pathway network that are grade 3 (poor condition) – pathways	5%	4%
	• CES05 - % of Principal roads where maintenance should be considered (NI 168)	2%	2%
	• CES06 - % of Non-principal classified roads where maintenance should be considered (NI 169)	5%	4%
• CES07 - % of Unclassified roads where maintenance should be considered (old	10%	10%	

	BV224b)		
	Survey not carried out during 2014/15. Annual data collection, so information ready after the end of the 2015/16 financial year. Taken from the City of York Council 'Get York Moving' scorecard – June 2015		
Non-compliance procedure	Basic maintenance is supported with two 180 excavators with planer attachments		
Existing value of contract/ service	£100,000		
Boundary area	As per agreed BID boundary		
Proposed additional BID activity	Not yet known		
Cost of additional BID activity	Not yet known		

Service	Streetlighting
Head of Service	Derek Grant, Street Lighting Delivery Manager
Telephone	(01904) 553090
Email	derek.grant@york.gov.uk
Baseline activity	Provision/ maintenance of street lighting within the City of York council boundary, including all street lights, illuminated signs, bollards, and floodlighting
Service specification	<p>The street lighting service is unique within York, as both installation & maintenance of all street lighting assets are undertaken by City of York council's internal street lighting team.</p> <ul style="list-style-type: none"> • Citywide maintenance of street lighting and illuminated signs, floodlighting and bollards. • Cyclical maintenance on routine lamp changes/maintenance. • Any alterations to existing installations are undertaken including column relocations and conversion of lights to newer more energy efficient technologies. • New lighting installations for Council highway schemes. • A design and install service for developers is offered by city of York councils street lighting team as regards any new developments/works including section 38/278 schemes. • A Street lighting design service is available through City of York council if developers require design only. • All electrical testing is undertaken by the internal street lighting team. • Structural testing on steel/concrete lighting columns is undertaken on a rolling annual program by a CYC preferred specialist contractor. • Emergency call out facility is in place to cover any out of hours dangerous situations arising.
Statutory or discretionary?	Under Section 97 of the Highways Act 1980, it is not mandatory for authorities to install street lighting, but once installed on adopted highways there is a responsibility for maintenance.
Timing of activity	The maintenance service operates 7 days a week, 24 hours a day, and includes a Freephone emergency telephone number for fault reporting and an email reporting capability linked to the City of York Council website
Staffing and equipment	<p>Staff 6 X FTE 1 X PT: including Delivery Manager, Technical Officer, Street Lighting Technician (PT), 2 x Electricians, 2 x Street Lighting Operatives.</p> <p>Equipment: 2 x 14.5 metre MEWPS (cherry pickers) 1 x SL rig 18 Tonne.</p>
Key performance	CES02 - Reduction in CO2 through investing in more efficient street

measures	lighting. Annual outturn from 2012/13 - -13.64% (This is happening through an ongoing capital programme)
Non-compliance procedure	COYC strive to adhere to their SLA requirements as regards fault repairs 4 days and emergency call outs 2 hours. Electrical testing is undertaken to BS7671 and completed on all street lights within a minimum six year period as per requirements. Structural testing on concrete/steel lighting columns is undertaken by a COYC preferred specialist contractor on an ongoing annual program.
Existing value of contract/ service	Budget annually circa £800k.
Boundary area	As per agreed BID boundary
Proposed additional BID activity	Not yet known
Cost of additional BID activity	Not yet known

Service	Make it York
Head of Service	Steve Brown
Telephone	(01904) 55 4464
Email	steve.brown@makeityork.com

Baseline activity	Delivery of business support, events programming of the City Centre, market management and marketing of the City.	
Service specification	<p>Make it York has been commissioned by City of York Council to develop a sustainable model for delivery of its services; therefore service specification and standards are subject to change dependant on commercial viability.</p> <p>Nevertheless, as part of the agreement, City of York Council, through Make it York will:</p> <ul style="list-style-type: none"> • Ensure there is a single front door for businesses to access support and advise • Seek to attract new businesses to the city, providing a clear and effective process for responding to inward investment enquiries in the city • Work with the visitor economy sector and city centre businesses to ensure a quality 'product' is offered to visitors and residents • Ensure there are clear and effective ways for visitors and residents to find out about the city • To manage the Shambles Market to create a vibrant hub and programme that is an attraction in its own right, and promote this to key customer groups • To support and develop high quality city centre festivals, activities and events • To support and develop new events and initiatives, that deliver ambitious, high quality artistic or cultural programmes, attracting significant audiences [as commercially viable] • To facilitate and promote a coherent image / brand for York nationally and internationally. 	
Statutory or discretionary?	Discretionary	
Timing of activity	Year round service	
Staffing and equipment	<p>Staff: Variable, dependant on funding</p> <p>Equipment: No specialist equipment. Office based.</p>	
Key baseline performance measures (relevant to bid)	Measure	2014/15
	GVA per employee in visitor economy sector	£17,571 (this is projected to rise in line with national economy)
	GVA per employee in retail sector	£25,507 (this is projected to rise in

		line with national economy)
	GVA per employee in arts and recreation sector	£15,310 (this is projected to rise in line with national economy)
	Visitor satisfaction	4.6 / 5 or greater overall visitor satisfaction score, with 77% or more visitors likely to return and 99% or more likely to recommend
	Visitors accessing promotion material about York	Visit York had 1.5m unique visitor to its website in 2014, and 490k visitors through VIC footfall.
Non-compliance procedure	City of York council may terminate the contract if performance measures are not being met.	
Existing value of contract/ service	City of York Council's contribution in year 1 of the service level agreement is a net £544k; however this is due to be reviewed each year through the Council's budget process, with the aim of moving towards sustainability of Make it York with reduced Council contribution.	
Boundary area	York Local Authority area but also working with businesses in the wider hinterland which benefit York residents	
Proposed additional BID activity	Not yet known	
Cost of additional BID activity	Not yet known	

N.B.

This baseline agreement is based on the Service Level Agreement between City of York Council and Make it York. This will be reviewed in line with any future changes to this Service Level Agreement

Service	Parking Services
Head of Service	Graham Titchener
Telephone	(01904) 551495
Email	graham.titchener@york.gov.uk
Baseline activity	Parking Services for York
Service specification	<p>Parking enforcement</p> <p>Maintenance of all Council car parks</p> <p>Parking permits (N.B. Parking Services is the lead department and supervises the administration of this, which is based within Customer Services and Business Support)</p> <p>Penalty Charge Notice (PCN) appeals and representations</p> <p>Abandoned vehicles</p>
Statutory or discretionary?	Statutory
Timing of activity	<p>All non-enforcement work is within standard office hours</p> <p>All enforcement work is done year round with two shift patterns per day within the main hours of 06:30 and 21:30, seven days per week</p> <p>In addition to this we have one technician who works within normal office hours, but who is on also on call outside normal office hours.</p>
Staffing and equipment	<p>X 19 Civil Enforcement Officers and Assistant Supervisors</p> <p>X 1 Parking Enforcement Supervisor</p> <p>X 1 Representation Officer</p> <p>X 5 Parking Business Support staff supervised by Representation Officer but based within Business support</p> <p>X 1 Technician</p> <p>X 2 vans</p> <p>X 2 motorbikes</p> <p>All supported by various hardware systems, mainly for the enforcement service</p>
Non-compliance procedure	Council Policy, and under the Traffic Management Act 2004, led by the Department for Transport.
Existing value of contract/ service	No contract, but cost of service provision is approximately £550,000 (having to manage a £43K cut)
Boundary area	As per agreed BID boundary but also covers the whole of the York boundary.
Proposed additional BID activity	Not yet known
Cost of additional	Not yet known

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BID activity	
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**SCHEDULE 2
BID PROPOSALS**

See BID Prospectus

(<http://www.theyorkbid.com/>)

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**SCHEDULE 3
BID AREA**

For a complete description of the BID area and full list of streets please refer to the BID Prospectus.

(<http://www.theyorkbid.com/>)

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**SCHEDULE 4
OPERATING AGREEMENT**

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*Operating Agreement***Dated****Between**

- (1) The Council of the City of York (the Council) of West Offices, Station Rise, York, YO1 6GA; and
- (2) **[The York BID]** (the BID Company) [registered as a company limited by guarantee in England with number ** whose registered office is at **]

Recitals

- A The Council is the billing authority for the purposes of the Local Government Act 2003 and is responsible for collecting the BID Levy and administering the BID Revenue Account which shall be used towards the operation of the BID within the BID Area and the funding of the BID Arrangements
- B The BID Company is responsible for the operation of the BID and for using the BID Levy for the purposes of achieving the objectives and aspirations set out in the BID prospectus
- C Both parties wish to confirm the arrangements by which the BID Levy shall be collected together with general arrangements as to the relationship to be established between the Council and the BID Company for the duration of the BID
- D The purpose of this Agreement is to:
 - establish the procedure for setting the BID Levy
 - confirm the basis upon which the Council will be responsible for collecting the BID Levy
 - set out the enforcement mechanisms available for collection of the BID Levy

- set out the procedures for accounting and transference of the BID Levy
- provide for the monitoring and review of the collection of the BID Levy
- confirm the manner in which the Council's expenses incurred in collecting the BID Levy shall be paid

It is agreed:

Definitions

the Annual Report means a report to be prepared by the Council which details the following:-

the total amount of BID Levy collected during the relevant Financial Year;

the total amount of interest earned on any part of the BID Levy whilst held in the BID Revenue Account;

details of the success rate for the collection of the BID Levy;

the Council's proposals (if any) to help improve its efficiency in the collection and enforcement of the BID Levy; and

details of those BID Levy Payers who have paid the BID Levy and those who have not paid the BID Levy.

the Council's proposals for bad or doubtful debts

the Appeal Notice means a notice to be served by the BID Company in accordance with clause 8.2

Bad or Doubtful Debts shall have the same meaning as further described in Part 2 of Schedule 3 of the Regulations

the Ballot Result Date means the date upon which a successful ballot result has been declared in favour of putting in place the BID Arrangements

the BID means the Business Improvement District which operates within the area set out in *Schedule 3*) and which is managed and operated by the BID Company

the BID Arrangements means those arrangements to be put in place pursuant to the Regulations for the operation of the BID

the BID Company's Report means a report for each Financial Year to be prepared by the BID Company which details the following:-

- (a) the total income and expenditure of the BID Levy;
- (b) other income and expenditure of the BID Company not being the BID Levy;
- (c) a statement of actual and pending deficits; and
- (c) the various initiatives and schemes upon which the BID Levy has been expended by the BID Company

the BID Levy means the charge to be levied and collected within the BID area pursuant to the Regulations

the BID Company's Termination Notice means a notice to be served by the BID Company on the Council pursuant to clause 10

BID Levy Payer(s) means the non-domestic rate payers responsible for paying the BID Levy

the BID Levy Rules means the rules set out in the Schedule which sets out how the BID Levy will be calculated, details of Exempt or Discounted Properties and other requirements related to the BID Levy (as may be amended by a successful alteration ballot)

the BID Revenue Account means the [interest] bearing account to be set up in accordance with Regulation 14 and operated in accordance with Schedule 3 of the Regulations

the BID Term means the period of 5 years from 1st April 2016 to 1st April 2021

the Council's Termination Notice means the notice to be served by the Council on the BID Company pursuant to Clause 10

the Contributors means the BID Levy Payers or other Contributors making voluntary contributions to the BID company.

Demand Notice shall have the same meaning ascribed to it as further set out in paragraphs 3 of Schedule 4 of the Regulations

Hereditament shall have the same meaning as defined in the Regulations

Electronic Communication means a communication transmitted (whether from one person to another, from one device to another or from a person to a device or vice versa):

- (a) by means of a telecommunication system (within the meaning of the Telecommunications Act 1984); or
- (b) by other means but while in electronic form

the Enforcement Expenses means the costs which are incurred by the Council in issuing a Reminder Notice, obtaining Liability Orders and associated administrative expenses which may be incurred in recovering unpaid BID Levy

the Enforcement Notice means a notice to be served on the Council as specified in Clause 8

the Exceptions means the circumstances in which the Council shall not be required to seek to enforce payment of the BID Levy where a BID Levy payer has failed to make payment pursuant to a Demand Notice, such circumstances to be determined at the discretion of the BID Company following notice by the Council to the BID Company that the BID Levy is outstanding

the Exempt or Discounted Properties means those class or classes of properties as identified in the BID Levy Rules which shall be exempt either from any requirement to pay the BID Levy or are permitted a discount on the BID Levy

the Financial Year means the financial year for the BID Company which runs from April to March

Liability Order means an order obtained from the Magistrates Court

the Monitoring Group means the group to be set up to monitor the collection and enforcement of the BID Levy (as referred to in Clause 9) such group to consist of both Council officers and representatives from the BID Company

the Operational Date means the date upon which the BID Arrangements come into force

the Public Meeting means the meeting to be held of all BID Levy Payers pursuant to the Public Meeting Notice

the Public Meeting Notice means a notice to be served pursuant to Clause 10 by either the Council or the BID Company which provides the following:-

- (a) confirmation that either party is considering terminating the BID;
- (b) details of the venue where the public meeting will be held;
- (c) confirmation that all BID Levy Payers who attend will be permitted to make representations

the Regulations means the Business Improvement Districts (England) Regulations [2004] and such amendments made by the Secretary of State pursuant to Section 48 of the Local Government Act 2003 (from time to time)

the Reminder Notice means the notice to be served pursuant to Clause 7.1

1. Statutory Authorities

This Agreement is made pursuant to Part IV of the Local Government Act 2003 and Section 111 of the Local Government Act 1972 and all other enabling powers

2. Commencement

This Agreement is conditional upon and shall not take effect until the Ballot Result Date.

In the event that the BID Arrangements are not voted in by the BID Levy Payers on the Ballot Result Date then this Agreement shall determine and cease to be of any further effect between the parties

If, at the end of the BID Term a renewal ballot is held and is successful then the terms of this Agreement shall continue to be of effect and the BID Term shall thereafter be construed as the new term

3. Setting the BID Levy

Immediately upon the Ballot Result Date the Council shall:-

calculate the BID Levy due from each BID Levy Payer in accordance with the BID Levy Rules; and

confirm in writing to the BID Company the BID Levy payable annually by each BID Levy Payer

4. The BID Revenue Account

The Council shall set up the BID Revenue Account by February 29 2016 and provide written confirmation to the BID Company once this has been carried out together with details of the account number sort code and any other details which the BID Company may specify

By 29 February 2016 the BID Company shall provide the Council with details of its own bank account into which the BID Levy shall be transferred electronically from the BID Revenue Account on production of an invoice by the BID Company in accordance with clause 7.8.

4.1 Interest earned on money in the BID Revenue Account shall form part of the BID Levy and be payable to the BID Company

5. Debits from the BID Revenue Account

5.1 The Council shall not debit directly from the BID Revenue Account:-

the collection charges

the Enforcement Expenses; or

any deductions which in the Council's opinion are Bad or Doubtful Debts

5.2 The Council's charge for the provision of the Services will be an annual set fee capped at £25,000 (excluding VAT) representing its reasonable and actual administrative costs in providing Services and having effect on the [date] of each year for which a BID is in place. Following receipt by the BID Company of a valid VAT invoice showing a breakdown of the costs incurred, the first payment will be due together with VAT thereon on the [date], or later by agreement.

5.3 [A breakdown of the Council's Annual charge as outlined in Clause 5.2 is annexed at Schedule 2.]

5.4 The Council shall recover the Enforcement Expenses from the liable BID levy payer, in accordance with Clause 8.

5.5 The Council shall not be entitled to recover Enforcement Expenses from the BID Company.

6. Collecting the BID Levy

6.1 Within 14 (fourteen) days of the Ballot Result Date the Council shall confirm in writing to the BID Company the date when the BID Levy shall first be collected.

6.2 The Demand notices shall be a separate bill and shall not be combined with the Business Rate bill.

6.3 Pursuant to clause 7.1 the Council shall serve the Demand Notices on each BID Levy payer and thereafter shall continue to calculate the BID Levy and serve the Demand Notices throughout the BID Term

6.4 The Council shall maintain a list which identifies payment and/or non-payment of the BID Levy and shall make this available to the BID Company upon its reasonable request.

6.5 The Council shall liaise with the BID Company in carrying out monthly reviews of each Hereditament within the BID Area and in the event of any change in the occupier or Rateable value of each Hereditament or the merger or division of a Hereditament (or provision of an additional Hereditament) shall:

serve an updated list of BID Levy payers upon the BID Company;

6.6 The Council shall collect the BID Levy on the date specified (pursuant to clause 6.1 above) and thereafter on an annual basis and in accordance with the procedure set out in Schedule 4 of the Regulations

6.7 The Council shall collect the BID Levy in a manner which is consistent with its usual procedures for the collection of non-domestic rates (save that the BID Levy collection shall be on an annual rather than monthly basis)

6.8 Every 28 days thereafter the Council shall inform the BID company of the amount of BID levy monies collected

6.9 The BID Company shall raise an invoice, including VAT to the Council every month or less frequently should the BID Company so decide. This invoice to be based on the information outlined in clause 9.2, for the total amount of BID levy monies collected, minus the total of BID levy monies previously invoiced for in the relevant financial year.

7. Procedures available to the Council for enforcing payment of the BID Levy

7.1 In the event that the BID Levy is not paid within 28 (twenty eight) working days from the date that it becomes payable then (subject to the Exceptions or as may otherwise be indicated at the BID Company's discretion) the Council shall serve a Reminder Notice on such relevant BID Levy Payer which shall:-

identify the sum payable;

provide a further 14 (fourteen) working days for payment to be made;

confirm that the Council may make an application to the Magistrates Court for a Liability Order to recover the unpaid sum (together with costs).

7.2 If after a further 14 (fourteen) working days from the payment date stated in the Reminder Notice the outstanding sum of the BID Levy has not been paid the Council shall, after receiving the BID Company's written confirmation, make an application to the Magistrates Court for a Liability Order to recover the outstanding sum of the BID Levy as is permitted by the Regulations and the Non Domestic Rating (Collection & Enforcement) (Local Lists) Regulations 1989 (as amended)

7.3 Following the issue of a Liability Order the Council and the BID Company shall agree on the method of enforcement.

8. Enforcement Mechanisms for non-collection of the BID Levy by the Council

8.1 In the event that the Council is not enforcing payment of the BID Levy pursuant to Clause 7 above the BID Company shall serve the Enforcement Notice on the Council requesting that:-

it serve a Reminder Notice; or

it obtains a Liability Order pursuant to Clause 7.2 above

within 14 (fourteen) days of receipt of such Enforcement Notice and the Council shall thereafter provide written confirmation of the action taken to recover the unpaid BID Levy

8.2 If after being served an Enforcement Notice the Council fails to take the requested action within the specified time frame then the BID Company shall serve an Appeal Notice to the Chief Executive of the Council. Such notice shall:-

detail the sum which remains unpaid;

confirm that the Council has failed to use the enforcement mechanisms available to it under this Agreement to recover the sum; and

request a meeting take place between the Chief Executive, relevant officers of the Council and BID Company to achieve a solution and/or agree a strategy to recover the outstanding sum such meeting to take place in any event no later than 28 (twenty eight) days from service of the Appeal Notice

9. Accounting Procedures and Monitoring

9.1 Within 1 (one) month from the Operational Date the Council and BID Company shall form the Monitoring Group

9.2 On a quarterly basis (for the duration of BID Term) the Council shall provide the BID Company with a breakdown of:-

the amount of BID Levy for each individual BID Levy Payer;

the BID Levy collected in relation to each BID Levy Payer;

details (together with the outstanding unpaid sum) of those BID Levy Payers who have not paid the BID Levy during that month;

details of the Reminder Notices issued throughout that period; and

details of any Liability Orders obtained or applied for by the Council;

9.3 Every six months (for the BID Term) the BID Company shall provide the Council with the following details:

the total amount of income received from the Contributors (excluding the BID Levy)

the total expenditure during that 6 month period

9.4 The Monitoring Group shall meet at least once a year and on all other occasions further meetings of the Monitoring Group shall be arranged by the service of written notice by either party on the other, such notice to be provided no less than 28 (twenty eight) days prior to the date of the proposed meeting (or lesser if otherwise agreed or in cases of emergency) and provided further that such meetings can be dispensed with altogether upon the written agreement of both the Council and the BID Company

9.5 At each meeting the Monitoring Group shall

review the effectiveness of the collection and enforcement of the BID Levy; and

if required, review and assess the information provided by the Council and the BID Company pursuant to Clauses 9.2 and 9.3 above and make any recommendations for implementation as may be agreed (and which are permitted by the Regulations and the terms of this Agreement)

9.6 Within 1 (one) month after the date of the end of the Financial Year the Council shall provide the Annual Report to the BID Company

9.7 Within 1 (one) month from the date of receipt of the Annual Report the BID Company shall provide the BID Company Report to the Council

10. Termination

10.1 The Council shall not be permitted to terminate the BID Arrangements because:

- (i) there are insufficient finances available to the BID Company to meet its liabilities for the chargeable period for the purposes of the BID Arrangements; or
- (ii) the Council is unable, due to any cause beyond its control to provide the works or services which are secured as part of the BID Arrangements

unless and until it first serves the Public Meeting Notice on the BID Levy Payers and the Council's Termination Notice on the BID Company and within 14 (fourteen) days from the date of service of such notice both parties shall arrange to meet where the purpose of such meeting shall be to agree all or any of the following set out in Clause 10.1 (i) or 10. 1 (ii) (whichever is applicable)

10. 2 Where the BID Termination Notice relates to Clause 10.1(i) both parties shall agree the following:

- (a) the Council is concerned that the BID Company has insufficient finances to meet its liabilities for that period and details of such concerns should be made available to the BID Company;
- (b) alternative means by which the insufficiency of the funds can be remedied; and
- (c) an appropriate time frame to resolve this issue;

10.3 Where the BID Termination Notice relates to clause 10.1(ii) both parties shall agree the following:

the services or works which it is no longer able to provide together with confirmation and details as to why such works or services cannot be provided;

a review by both parties as to whether such works or services are of material importance to the BID so that termination of the BID Arrangements is the only option;

alternative means of procuring the said services or works by third parties or increased financial funding from the BID Company;

alternative replacement services or works which will be acceptable to the BID Company ;

an appropriate time frame to resolve this issue

10.4 Notwithstanding clauses 10.1, 10.2 and 10.3 above, the Council shall cause a Public Meeting to be held prior to the termination of the BID arrangements

10.5 In the event that the parties cannot reach agreement in relation to the above and subject to consideration of representations made by any BID Levy Payer at the Public Meeting the Council shall be permitted to terminate the BID Arrangements provided that notice by the Council to terminate the BID shall be provided to the BID Company no less than 28 days prior to termination taking place

10.6 Upon termination of the BID Arrangements the Council shall review whether there is a credit in the BID Revenue Account and in the event that there are sufficient funds in the BID Revenue Account amounting to a refund of at least £5 for each BID Levy Payer (having already deducted a reasonable sum for the administration of such refund) to:

calculate the amount to be refunded to each BID Levy payer;

ensure that the amount to be refunded is calculated by reference to the amount payable by each BID Levy Payer for the last chargeable period; and

make arrangements for the amount calculated to be credited against any outstanding liabilities of each BID Levy Payer or, where there are no such liabilities refunded to the BID Levy Payer.

10.7 Upon termination of the BID the Council shall notify the BID Levy Payers of such termination in accordance with regulation 18(6) of the Regulations together with confirmation as to whether any part of the BID Levy is to be repaid to BID Levy payers in accordance with clause 11.6

10.8 The BID Company shall not be permitted to terminate the BID Arrangements where:

the works or services under the BID Arrangements are no longer required; or

the BID Company is unable, due to any cause beyond its control to provide works and services which are necessary for the BID to continue

unless and until it has served the BID Company's Termination Notice on the Council and thereafter carried out a proper consultation with all relevant representatives of the BID Area as considered appropriate by the Council.

10.9 Upon termination of the BID Arrangements the BID Company shall notify the Council of such termination in accordance with Regulation 18(5) and the Council shall notify the BID Levy payers pursuant to Regulation 18(6) together with confirmation as to whether any part of the BID Levy is to be repaid to BID Levy payers in accordance with clause 11.6

11. Confidentiality

Both the Council and the BID Company agree to keep confidential and not to divulge to any person without the prior written consent of the other party all information (written or oral) concerning the business affairs of the other nor any information which has been exchanged about the BID Levy Payers or Contributors or about other third parties which it shall have obtained or received as a result of operating the BID. This obligation shall survive the termination or lapse of the BID Arrangements

12. Notices

Any notice or other written communication to be served or given to or upon any party to this Agreement to the other shall be in writing and shall be sent to the address provided for above or such substitute address in England as may from time to time have been notified by that party

A Notice may be served by

delivery to the Deputy Chief Executive at the Council's address specified above; or

delivery to the Company Secretary at the BID Company's address specified above

registered or recorded delivery post

Electronic Communication (provided that it is in legible form and is capable of being used for subsequent reference)

Any notice served shall be deemed to have been validly served or given at the time when in the ordinary course of business it would have been received.

13. Miscellaneous

13.1 For the avoidance of doubt where any part of this Agreement is incompatible with the Regulations or any other regulations which the Secretary of State may issue pursuant to Part IV of the Local Government Act 2003 then such part shall be struck out and the balance of this Agreement shall remain

13.2 The headings appearing in this Agreement are for ease of reference only and shall not affect the construction of this Agreement

13.3 For the avoidance of doubt the provisions of this Agreement (other than those contained in this Clause) shall not have any effect until this document has been dated

13.4 Where reference is made to a Clause, Part, or Recital such reference (unless the context requires otherwise) is a reference to a clause, part, plan, or recital attached to this Agreement

13.5 References to the Council include any successors to its functions as local authority

13.6 References to statutes, bye laws, regulations, orders, delegated legislation shall include any such instrument re-enacting or made pursuant to the same power

14. Exercise of the Council's powers

Nothing contained in this Agreement or implied in it shall prejudice or affect the rights discretions powers duties and obligations of the County Council and Council under all statutes bye-laws statutory instruments orders and regulations in the exercise of its functions as a local authority

15. Contracts (Rights Of Third Parties)

The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

Signed by)
duly authorised for and)
on behalf of)

THE COUNCIL OF THE CITY OF YORK)

Signed by)

duly authorised for and)

on behalf of)

NAME OF BID COMPANY)

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Schedule 1 – The BID Levy Rules

This will set out the manner in which the BID Levy will be calculated – i.e. what was approved as the BID Arrangements

Part 1 – The BID Levy Rules

Part 4 of the Local Government Act 2003 and the Regulations state that the payment of the BID Levy is mandatory by all BID Levy Payers in accordance with these BID Levy Rules once the BID proposal put forward by BID4York Ltd was accepted by a ballot of those BID Levy Payers.

York City Council is the billing authority under the legislation, and is the body with the power to impose, administer, collect, enforce and recover the BID Levy. The BID Levy collected is the property of the Council.

The BID Levy

The BID Levy will be applied to all relevant non-domestic ratepayers whose property has a rateable value of over £12,500 and which falls within the BID Area. The billing period will run from 1st April each year to 31st March of the following year and will run for five billing periods from 1st April 2016. The BID Levy for each billing period must be paid in a single instalment shown on the front of the BID Levy Notice.

BID Levy Calculation

The BID Levy for each BID Levy Payer is calculated by multiplying the BID Rateable Value of each relevant hereditament by the BID Levy Rate of 1% (0.01).

The BID Rateable Value

For the purposes of calculating the BID Levy the BID Rateable Value will be the rateable value shown in the 2010 rating list as at 1st March 2016. All new hereditaments entering the Rating List after 1st April 2016 will be levied at 1% of the prevailing list.

The BID Levy Rate

The BID Levy Rate is set at 1% of the BID Rateable Value from 1st April 2016. The board will assess if any increase is appropriate each year, giving careful consideration to the economic environment.

Changes to Rateable Value

Properties removed from the 2010 rating list will be subject to the BID Levy up to the date of its removal from the 2010 rating list and calculated on a daily basis.

New properties will similarly be liable from the date of entry onto the 2010 rating list and be calculated on a daily basis.

Where an existing property is split or merged the BID Levy Calculation will be made on the revised entry or entries shown in the 2010 rating list and calculated on a daily basis.

BID Levy Exemptions

The BID Rateable Value below which an hereditament is exempt from the BID Levy is £12,500.

NO classes of hereditament with a rateable value of over £12,500 are exempt from payment of the BID Levy:-

BID Levy Relief

All BID Levy Payers are subject to the full BID Levy Calculation and are liable for the full BID Levy payable on each hereditament other than those exempt.

BID Levy Payers in receipt of mandatory and/or discretionary relief from their Non-Domestic Rating liability are not to receive any relief from their BID Levy liability.

Liability for the BID Levy

Liability for the BID Levy will fall upon the Non-Domestic Ratepayer for the property. If the property is empty liability for the BID Levy will fall upon the person or organisation entitled to possession in accordance with Non-Domestic Rating regulations. There shall be no exemption period from the BID Levy for an empty hereditament.

Change of Non-Domestic Ratepayer

Adjustments to the BID Levy will be made where there is a change of Non-Domestic Ratepayer.

The new BID Levy Payer will have their liability for the BID Levy calculated on a daily basis in the first applicable billing period and a new Demand Notice will be issued to the new BID Levy Payer.

Value Added Tax (VAT)

There will be no VAT charged to the BID Levy Payer and the cost of collection and enforcement of the BID Levy is outside the scope of the VAT.

Schedule 2 – Breakdown of Council’s Annual BID Levy collection and administration charge

Annual fee capped at £25,000

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Executive

28 January 2016

Report of the Chief Executive

Portfolio of the Leader of the Council

Inquiry into the Flooding in York over the Christmas period

Background

1. As is well known York suffered significant flooding over the Christmas period of 2015. It is important that the City has the opportunity to understand what contributed to the extent of that flooding, what went wrong and what worked well in managing the situation which arose. It was also important that the public received a clear and early statement as to how the Council would take a lead in establishing that level of understanding. In light of that circumstance the Leader and Deputy Leader, allowing for consultation with all Group Leaders, have announced that an independent inquiry will be held.
2. Draft terms of reference for the inquiry have been prepared and appear at Annex A to this report. Subject to Members' agreement it is anticipated that these will be finalised once a Chair for the Inquiry has been appointed.
3. The Council is currently seeking applications for the role of Chair of the Inquiry. A role description appears at Annex B. Staffing Matters and Urgency Committee will be responsible for appointing to that position.

Recommendations

4. The Executive is asked to:
 - a) Confirm the decision to hold an inquiry
 - b) Approve the draft terms of reference and delegate to the Chief Executive after consultation with the Inquiry Chair the power to make amendments which he considers to be minor.

Reason

To allow appropriate lessons to be learned to inform future planning.

Council Plan

- 5. The report has no specific implications for Council plan priorities

Implications

- 6. The implications are:
 - Financial – The financial implications are difficult to determine at this stage and will be largely dependent on the need to pay any professional fees. A budget of £50,000 will, however, be set aside.
 - Equalities - None
 - Legal - The Council as a lead local flood authority has a duty under the Flood and Water Management Act 2010 to investigate flooding in its area. The Council also has a duty under the Civic Contingencies Act 2004 to plan for emergencies. Learning lessons from past events will assist with such planning.

Author:
Andy Docherty
Assistant Director
Tel No. 01904 551004

Chief Officer responsible for the report
Steve Stewart
Chief Executive
Tel No. 01904 552000

Report Approved



Date 27 January 2016

Wards Affected:

All



For further information please contact the author of the report

Background Papers: None

Annexes

Annex A – Draft Terms of Reference

Annex B – Role description for the Inquiry Chair

Terms of Reference for a review of the floods in York over the Christmas period 2015

Scope of the inquiry

This is to be an independent inquiry into the flooding which occurred in York in December 2015.

The inquiry is commissioned by the City of York Council as lead local flood authority for the City.

The inquiry will include, but not be restricted to, an investigation under section 19 of the Flood and Water Management Act 2010¹. This relates to the exercise of flood management functions by the City Council, the Environment Agency, the Highways Agency, Internal Drainage Boards and Yorkshire Water.

The inquiry will also consider the response of other agencies as well as that from the people and businesses of York and further afield.

The inquiry will provide an opportunity for those directly affected by the flooding, the agencies involved, individuals with expertise in the subject matter of the review and elected representatives to provide evidence and express their views on the lessons which can be learned from the floods and the response to it.

Process for the Inquiry

The Chair of inquiry is requested to report by [six months from commencement]

The inquiry is to be inquisitorial rather than adversarial in nature and not to be constrained by following quasi judicial procedures. The Chair is asked to consider the extent to which the objectives of the inquiry can best be achieved through:

- The giving of oral evidence in public
- A call for written evidence
- Consideration of records of public meetings
- The use of workshops or seminars, or further public meetings, to gather information

- Such other techniques as the inquiry team may determine
- Information and evidence submitted will generally be published.

Objectives of the inquiry

1. To understand the reasons for the extent of the flooding.
2. To review the emergency response including specifically:
 - i) The warning of householders and businesses of the likelihood of their premises being flooded;
 - ii) Arrangements for supporting vulnerable residents;
 - iii) The effectiveness of existing plans;
 - iv) The effectiveness of mutual aid arrangements;

together with

 - v) any other issues which the inquiry team considers should be brought to the attention of responders and the general public
3. To consider the effectiveness of the response during the transitional and recovery phases.
4. To identify improvements which may be made in the future to the arrangements for responding to an emergency and its aftermath and to identify the lessons which can be learned and shared from those aspects of the response which worked well.
5. To consider the resilience of infrastructure in the City to withstand flooding. This consideration should include the actual or potential impact on the emergency response arising from the loss of infrastructure and identify improvements which may be made.
6. To consider the resilience of key public services to the impact of flooding and to make such recommendations as may be required.
7. To make recommendations as to the most effective further measures which may be taken to protect residents and business against future flooding events and, in doing so, to consider the possible impacts of changing weather patterns to the adequacy of York's existing flood defences and plans.

Conduct of the Inquiry

The inquiry will have an independent Chair and two independent Panel Members appointed by Councillors on a cross party basis

The inquiry will be supported by expert advisers to ensure that the Panel as a whole has expertise in the following areas:

- Emergency planning
- Flooding
- Social Care
- Other areas as the panel may deem appropriate

The City Council will provide administrative support and cover reasonably incurred costs.

Governance

The independent Chair will report to a meeting of the Full Council.

The report will be shared with the relevant agencies and will be published.

The City Council's Executive will develop an action plan in response to the recommendations.

The City Council's Community Safety Policy and Overview and Scrutiny Committee will review the action plan and monitor its delivery.

ⁱ Section 10 of the Flood and Water Management Act 2010 provides:

(1) On becoming aware of a flood in its area, a lead local flood authority must, to the extent that it considers it necessary or appropriate, investigate—

(a) which risk management authorities have relevant flood risk management functions, and
(b) whether each of those risk management authorities has exercised, or is proposing to exercise, those functions in response to the flood.

(2) Where an authority carries out an investigation under subsection (1) it must—

(a) publish the results of its investigation, and
(b) notify any relevant risk management authorities.

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Appointment of Chair of an independent inquiry into the recent flooding in York

Role description

The City of York Council invites applications from appropriately qualified individuals to independently chair an inquiry into the flooding in York over the Christmas and New Year period of 2015.

The Council has agreed draft terms of reference for the inquiry which are attached. These will be finalised in consultation with the appointed Chair.

The Independent Chair will:

- Provide leadership and direction to enable the effective participation in the Inquiry of those able to give information of value to it;
- Lead and conduct the inquiry in accordance with its terms of reference and within an agreed timeframe;
- Produce, in conjunction with the inquiry team, a report which is thorough, comprehensive and accurate and which can be made publicly available.

Skills/experience required

The successful candidate will need to demonstrate the following competencies:

- The ability to chair and lead an inquiry team made up of influential people;
- The ability to command the confidence of Councillors, public and private sector agencies those in the voluntary sector and the public of York;
- A highly skilled public communicator on high-profile and sensitive issues;
- Strong analytical skills;
- The capacity to examine issues in an impartial way using a range of methods and following a non-adversarial approach to engage with those able to give information of value to the inquiry;
- A strong and relevant career track record

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