

**Notice of a public meeting of  
Cabinet**

**To:** Councillors Alexander (Chair), Crisp, Cunningham-Cross, Levene, Looker, Merrett, Simpson-Laing (Vice-Chair) and Williams

**Date:** Tuesday, 4 March 2014

**Time:** 5.30 pm

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

**AGENDA**

**Notice to Members - 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 Thursday 6 March 2014.**

\*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 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 - 16)  
To approve and sign the minutes of the last Cabinet meeting held on 11 February 2014.

- 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 Monday 3 March 2014**. Members of the public can speak on agenda items or matters within the remit of the committee.

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/download/3130/protocol\\_for\\_webcasting\\_filming\\_and\\_recording\\_of\\_council\\_meetings](http://www.york.gov.uk/downloads/download/3130/protocol_for_webcasting_filming_and_recording_of_council_meetings)*

- 4. Forward Plan** (Pages 17 - 26)  
To receive details of those items that are listed on the Forward Plan for the next two Cabinet meetings.

**5. Loans & Grants Scrutiny Review Final Report** (Pages 27 - 124)

This report presents the final report arising from the Loans and Grants Scrutiny review attached as Appendix 1, and asks Cabinet to approve the recommendations arising from the review.

The Chair of the Task Group, Councillor Steward, will attend the meeting to present the report and answer any questions.

**6. Get York Building - Year 1 Update** (Pages 125 - 152)

This report provides Members with a review of the package of measures and interventions made under the Get York Building agenda and considers the impact these have had on helping to stimulate house building and construction activity in the city. The report proposes a series of further interventions and priorities for the coming year.

**7. Delivering Development Investment – Stage 2** (Pages 153 - 168)

This report follows the Cabinet's approval of a more proactive approach being undertaken to deliver development investment. It sets out the estimated overall scale of development – of sites and infrastructure – needed for the city to pursue its economic growth ambitions, as identified from early work to assemble a city-wide development pipeline.

**8. Retail Rate Relief Scheme** (Pages 169 - 174)

This report sets out details of a proposed new retail rate relief scheme which will provide a reduction in business rates for qualifying businesses helping to sustain employment and encourage growth of the York economy. It requests Cabinet to approve the categories for relief and give the Chief Financial Officer the power to make individual awards.

**9. Tour De France - 100 days to go** (Pages 175 - 188)

This report provides Members with a further update on the York element of the Tour de France, shows progress on the agreed objectives outlining the breadth of activity taking place in the 100 day run up to the Start of the second stage of the Grand Depart on the on Sunday 6 July. It asks Cabinet to note and approve the actions planned for the secure delivery of the event.

**10. Urgent Business**

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

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

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Meeting	Cabinet
Date	11 February 2014
Present	Councillors Alexander (Chair), Crisp, Cunningham-Cross, Levene, Looker, Merrett, Simpson-Laing (Vice-Chair) and Williams

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## **PART A - MATTERS DEALT WITH UNDER DELEGATED POWERS**

### **95. 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. No further interests were declared.

### **96. Minutes**

Resolved: That the minutes of the last Cabinet meeting held on 7 January 2014 be approved and signed by the Chair as a correct record

### **97. Public Participation**

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

#### **5. The Co-operative Council: A Community Benefit Society for Libraries and Archives**

Andrea Dudding spoke on behalf of UNISON to raise concerns over the protection of the Council's statutory duty to provide a comprehensive and efficient library service following transfer of the service to a Community Benefit Society. She questioned why reading was not the first priority of the Explore and how the proposed savings would be made.

## 9. Financial Strategy 2014/15 to 2018/19

Christopher Brace, spoke on behalf of the York People's Assembly, raising concerns at current Government austerity measures, highlighting the reasons for the current economic crisis. The Assembly called on Cabinet to reject austerity and support vulnerable residents of the city by making no further budget cuts.

Garry Jones, as Chief Executive of York CVS spoke to express support for the authorities funding of the Living Wage and the York Financial Assistance Scheme which would help relieve the burden on the voluntary sector. He also indicated his support for the community hubs arising out of the Community Benefit Society for Libraries and Archives. Concerns were raised however, regarding consultation on the proposed additional increase of £25 per week for Gypsy, Roma and Traveller Community pitch rents and regarding the implications and challenges for residents regarding future Council budgets.

Denise Craghill, Chair of York Green Party, spoke to raise concerns at the size of the cuts required to services over a number of years. She requested more publicity in relation to specific cuts and the impact of these on local residents. Support was expressed for budget growth in adult social care but not to cuts relating to flood prevention and air quality.

Heather McKenzie, also on behalf of UNISON, spoke to request continued dialogue with Unions and staff in respect of future proposals for service changes. She reiterated support for the areas of budget growth but raised concerns at financial pressures to privatise and over reliance on community and voluntary organisations. She highlighted the effects of reducing preventative services and made a request for an examination to be made of in house provision of services to prevent the loss of democratic control and accountability. She also expressed support for the earlier speaker's comments to fight the austerity measures.

## 11. Transformation Programme – “Re-wiring Public Services”

Garry Jones, as Chief Executive of York CVS, requested clarification regarding the reference in the report to investment in the voluntary and community sector. He also asked for reassurance regarding youth service provision.

Heather McKenzie, on behalf of UNISON, expressed concerns at the proposed savings and the effect on jobs. She emphasised the need for continued engagement with staff and residents and questioned the robustness of community delivery of services. An examination of in house delivery of these services was requested in the first instance.

**98. Forward Plan**

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

**99. The Co-operative Council: A Community Benefit Society for Libraries and Archives**

Consideration was given to a report which updated Cabinet on progress with the establishment of Explore Libraries and Archives Mutual (Explore). Since agreement to the establishment of Explore as a Community Benefit Society in July 2013 an implementation plan had been taken forward by a project board with the key areas of work set out at paragraph 4 of the report.

It was confirmed that staff and the public had been kept updated with progress on the setting up of Explore and the new mechanism for service delivery through community hubs within the libraries to provide flexible spaces for a wide range of activities and events.

Information on the legal agreements including, the Contract for Services, Transfer Agreement, leases and the Collections Loan and Management Agreement were reported in the Annexes and at paragraphs 17 to 37 of the report.

It was noted that the future pensions contribution rates had now been assessed, with Explore paying a contribution rate of 14.5% with an additional cap of 5% with a new valuation due in 3 years' time.

The financial, legal, equalities, human resources, and property implications and the key risks of transferring the service to Explore had been identified in the report together with any mitigation measures.

The Cabinet Member referred to Explore, the first staff led community enterprise in the country which would be tailored to meet the needs of York residents. She made reference to the safeguards put in place, consultation undertaken and staff support and to the challenging business plan which would deliver the required savings.

Officers confirmed the extensive work undertaken to implement the proposals and to continued work with the Council to create the Community Hubs and improve library services in the city.

The Cabinet Member and Leader thanked all those involved including the non executive and staff director for all their hard work in bringing this proposal to fruition.

Following further discussion it was

Resolved: That Cabinet agree to:

- (i) Approve the award of a contract to Explore Libraries and Archives Mutual through a single tender action.
- (ii) Approve the key principles of the founding legal agreements set out in the report together with Schedule 2 of the Contract for Services set out at Annex 2, and delegate to the Director of Communities and Neighbourhoods in consultation with the Director of Customer and Business Support Services authority to conclude:
  - The Transfer agreement.
  - The Contract for Services between the Council and Explore.
  - Leases to be used for the premises.
  - The Collections Loan and Management Agreement.
  - Targets against the indicators set out in Annex 3 of the report.<sup>2</sup>
- (iii) Approve 1 April, 2014 as the earliest date on which to transfer the operation of the Council's libraries and archives services to Explore.<sup>1</sup>



Reason: To create the best delivery model for libraries and archive services in York.

Action Required

1. Award contract and transfer of operations from 1 April 2014. CC, FW
2. Authority to conclude the necessary agreements, contracts and leases for the transfer. SB, IF

**100. Finance Monitor 3 2013-14**

Members considered a report which provided details of the headline financial performance issues for 2013/14, covering the period 1 April 2013 to 31 December 2013. The report assessed performance against budgets, progress of the Council's savings programme, the Council's revenue reserves and provided an update on the localisation of business rates.

With the Council's net General Fund budget for 2013/14 at £127,778k forecasts indicated financial pressures of £1,937k an improvement of £1,427k on the previous forecast. Details of the financial position in relation to individual directorates were reported at paragraphs 2 to 23 of the report. The anticipated year end balance of the General Rate Fund reserve was reported as £6.8m with commitments from the Delivery and Innovation Fund set out in the table at paragraph 32, showing £306k unallocated.

Members referred to improvements made since the last Monitor and to continuing in year pressures across Directorates however it was still felt that the authority would come in within budget.

Resolved: That Cabinet note the current projected pressures of £1,937k and that strategies are being prepared to mitigate this position.

Reason: In order to ensure expenditure is kept within budget.

**101. Capital Programme Monitor 3 2013-14**

*[See also Part B minute]*

Consideration was given to a report which set out the projected capital programme outturn position for 2013/14, including any

under/overspends and adjustments and requests for re-profiling of budgets.

With the 2013/14 capital programme budget at £72.573k, this monitor had shown a decrease of £11.659m resulting in a revised capital programme of £60.914m. The net decrease being made up of a reprofiling of schemes of £12.136m to 2014/15 and an increase of budgeted schemes at £477k. The variances against each profile area and a summary of the exceptions and implications on the programme were reported at Table 1, paragraphs 7 to 38 and at Annex A. It was also noted that reprofiling requests had been made for two Economic Infrastructure Fund schemes, Access to York and the Better Bus Fund to 2014/15. Details of the revised 5 year capital programme were summarised at Table 2 and information on the Capital Programme financing to 2017/18 at Table 3.

Resolved: That Cabinet:

- Note the 2013/14 revised budget of £60.914m as set out in paragraph 5 and Table 1 of the report.
- Note the restated capital programme for 2013/14 – 2017/18, totalling £205.482m as set out in paragraph 41, Table 2 and detailed in Annex A.
- Approve the use of £66k of contingency to fund the York Explore Roof Replacement and note the use of contingency set out in paragraph 38.<sup>1</sup>

Reason: To enable the effective management and monitoring of the Council's capital programme.

Action Required

1. Adjust the capital programme accordingly. RB, DM

**102. Financial Strategy 2014/15 to 2018/19**

*[See also Part B minute]*

Members considered a report which presented the financial strategy for 2014 to 2019, including detailed revenue budget proposals for 2014/15 and 2015/16 for Council approval. Following the issuing of the final Local Government Finance Settlement on 5 February 2014 amendments had been made to

the report, a copy of which had been circulated to all Members and published online.

It was noted that the financial strategy delivered a balanced budget over a 2 year period including savings totalling £23.4m and a proposed Council Tax increase of 1.9% for 2014/15. The total council tax increase including the Parish, Police and Fire Authority precepts, would be agreed at the full Council meeting on 27 February 2014.

Members discussed some of the key issues including the proposed growth in adult social care, continued revenue funding for the York Financial Assistance scheme and the Living Wage together with support for Strategic Transport investment and budget provision for business rate discounts.

The Cabinet Member referred to the national context and to significant reductions in funding combined with a range of pressures affecting the budget. It was confirmed that with an increasing demand for council services and rising fuel costs, landfill tax and inflation driving costs up that the budget had had to be prudent whilst protect vulnerable people. The Cabinet Member although expressing sympathy with earlier speakers comments, confirmed that the authority were required to set a council tax or the decision would be taken out of the authorities hands. He referred to the budget strategy for 2015/16 which set out plans for a three strand process of council wide efficiency, prioritisation and the Rewiring of Public Services.

It was noted that an integral part of the development of the 2 year financial strategy had been as a result of feedback on budget priorities to ensure that the decisions had been informed by the views of key groups across the community. Other Members highlighted the scale of the challenges facing the Council and for the need to continue to review all areas of expenditure in addition to considering the type and level of services it provided.

Following further discussion it was

Resolved: That Cabinet approve the average rent increase for 2014/15, as shown in table 14 and paragraphs 83 to 87, of the report, as 4.95%. This rent increase will be applied across council dwellings, hostels and Gypsy, Roma

and Traveller Community sites. It is proposed that in addition to the average rent increase to Gypsy, Roma and Traveller Community pitch rents, a flat rate additional increase of £25 per week per pitch is also applied, to fund increased management of the sites. <sup>1</sup>

Reason: To ensure the ongoing financial stability of the HRA and allow work on improving the quality of the council's affordable housing to continue.

Action Required

1. Implement rent increase from 1 April 2014. DM, AC

**103. Transformation Programme - "Re-wiring Public Services"**

Members considered a report which set out details of a new transformation programme: Re-wiring Public Services being built to manage the major challenges and changes and support the Council in achieving its budget savings.

The programme moved away from service delivery based on consultation to a focus on outcomes with communities empowered to make decisions and commission services. It was noted that partnerships with residents and the voluntary and community sector would require significant investment and change.

The following four major public service areas had been included in the programme, reported in detail at paragraphs 36 to 121:

- Community and Resident Engagement
- Place based public services and public realm
- Children's and Adult Social Care and integrated Public Health
- Business Efficiency Projects

It was confirmed that the business case and options for the development would be presented to Members by July 2014, with implementation by September 2014, if approved.

With the significant impact of budget savings on the Council the establishment of this programme would enable reshaping of the way the Council supported residents to achieve the outcomes and quality of life residents had raised in feedback from the Big York Surveys and the Peer Review recommendations.

- Resolved: That Cabinet agree to:
- the proposed scope of the Re-wiring Public Services programme.
  - a minimum savings target of £5.48m for 2015/16. <sup>1</sup>.
  - to receive updates on the programme aligned to the council performance and financial monitor.
  - that regular updates will be presented to the Corporate and Scrutiny Management Committee. <sup>2</sup>.

Reason: To allow the initiation of the Re-wiring Public Services programme in support of the Financial Strategy and Council Plan.

Action Required

- |  |    |
|--|----|
| 1. Proceed with Public Services programme.                       | SH |
| 2. Provide regular updates on the programme to Cabinet and CSMC. | SH |

## **PART B - MATTERS REFERRED TO COUNCIL**

### **104. Capital Programme Monitor 3 2013-14**

*[See also Part A minute]*

Consideration was given to a report which set out the projected capital programme outturn position for 2013/14, including any under/overspends and adjustments and requests for re-profiling of budgets.

With the 2013/14 capital programme budget at £72.573k, this monitor had shown a decrease of £11.659m resulting in a revised capital programme of £60.914m. The net decrease being made up of a reprofiling of schemes of £12.136m to 2014/15 and an increase of budgeted schemes at £477k. The variances against each profile area and a summary of the exceptions and implications on the programme were reported at Table 1, paragraphs 7 to 38 and at Annex A. It was also noted that reprofiling requests had been made for two Economic Infrastructure Fund schemes, Access to York and the Better Bus Fund to 2014/15. Details of the revised 5 year capital

programme were summarised at Table 2 and information on the Capital Programme financing to 2017/18 at Table 3.

Following further discussion it was

Recommended: That Council agree the adjustments in the Capital programme of a decrease of £11.659m in 2013/14 as detailed in the report and contained in Annex A. <sup>1</sup>.

Reason: To enable the effective management and monitoring of the Council's capital programme.

Action Required

1. Refer to Council.

JP

**105. Treasury Management Strategy Statement and Prudential Indicators for 2014/15 to 2018/19**

Consideration was given to a report which provided Members with information on the following which required Council approval:

- Integrated treasury management strategy statement including the annual investment strategy and the minimum revenue provision policy statement;
- Prudential indicators for 2014/15 to 2018/19
- Revised treasury management policy statement
- Specified and non-specified investments schedule at Annex B.
- Treasury management scheme of delegation and role of the section 151 officer at Annex D of the report.

It was noted that the Council were required to receive, scrutinise via the Audit and Governance Committee and approve these reports each year

At a strategic level, there were a number of treasury management options available that depended on the Council's stance on interest rate movements. The report set out the Council's stance and recommended the setting of key trigger points for borrowing and investing over the forthcoming financial year.

Recommended: That Council approve:

- (i) The proposed Treasury Management Strategy for 2014/15 including the annual investment strategy and the minimum revenue provision policy statement;
- (ii) The Prudential Indicators for 2014/15 to 2018/19 in the main body of the report;
- (iii) The Specified and Non-Specified Investments schedule at Annex B;
- (iv) The Scheme of Delegation and the Role of the Section 151 Officer at Annex D. <sup>1</sup>.

Reason: To enable the continued effective operation of the Treasury Management function and ensure that all Council borrowing is prudent, affordable and sustainable.

Action Required

1. Refer to Council.

JP

**106. Financial Strategy 2014/15 to 2018/19**

*[See also Part A minute]*

Members considered a report which presented the financial strategy for 2014 to 2019, including detailed revenue budget proposals for 2014/15 and 2015/16 for Council approval. Following the issuing of the final Local Government Finance Settlement on 5 February 2014 amendments had been made to the report, a copy of which had been circulated to all Members and published online.

It was noted that the financial strategy delivered a balanced budget over a 2 year period including savings totalling £23.4m and a proposed Council Tax increase of 1.9% for 2014/15. The total council tax increase including the Parish, Police and Fire Authority precepts, would be agreed at the full Council meeting on 27 February 2014.

Members discussed some of the key issues including the proposed growth in adult social care, continued revenue funding for the York Financial Assistance scheme and the Living Wage together with support for Strategic Transport investment and budget provision for business rate discounts.

The Cabinet Member referred to the national context and to significant reductions in funding combined with a range of pressures affecting the budget. It was confirmed that with an increasing demand for council services and rising fuel costs, landfill tax and inflation driving costs up that the budget had had to be prudent whilst protect vulnerable people. The Cabinet Member although expressing sympathy with earlier speakers comments, confirmed that the authority were required to set a council tax or the decision would be taken out of the authorities hands. He referred to the budget strategy for 2015/16 which set out plans for a three strand process of council wide efficiency, prioritisation and the Rewiring of Public Services.

It was noted that an integral part of the development of the 2 year financial strategy had been as a result of feedback on budget priorities to ensure that the decisions had been informed by the views of key groups across the community. Other Members highlighted the scale of the challenges facing the Council and for the need to continue to review all areas of expenditure in addition to considering the type and level of services it provided.

Following further discussion it was

Resolved: (i) That, having considered;

- Expenditure pressures facing the council as set out in the report.
- Impacts of savings proposals set out in Annexes 3 and 4 of the report.
- Medium term financial factors facing the council as outlined in the report.
- Projected levels of reserves as set out in the report.



- Statutory advice from the Director of Customer and Business Support Services.

It be

- Recommended: (i) That Council approve the budget proposals as outlined in the report, in particular
- The net revenue expenditure requirement of £124.179m.
  - A Council Tax requirement of £71.768m.
  - The revenue growth proposals as outlined in the body of the report.
  - The revenue savings proposals as outlined in Annexes 3 and 4.
  - The fees and charges proposals as outlined in Annex 5.
  - The Housing Revenue Account budget set out in Annex 6.
  - The dedicated schools grant proposals outlined in Annex 7.
- (ii) That Council note that the effect of approving the income and expenditure proposals included in the recommendations would result in an increase in the City of York element of the council tax of 1.9%.<sup>1</sup>

Reason: To ensure a legally balanced budget is set.

Action Required

1. Refer to Council.

JP

**107. Capital Strategy 2014/15 to 2018/19**

Consideration was given to a report which set out the Capital Strategy for the 5 year period covering 2014/15 to 2018/19 and provided information on new capital schemes.

Since current scheme approval in February 2013 a number of amendments had been made resulting in a current approved capital programme for 2013/14 to 2017/18 of £205.482m financed by £126.135m of external funding and £79.347m of Council controlled resources.

Requests in the sum of £38.132m had been made to increase the existing programme, details of which were set out in Tables 2 to 6 in the report. With a summary of the purpose of all the capital schemes set out in Table 9 and in Annexes A and B.

It was noted that all the schemes progressed through for consideration had demonstrated that they directly contributed towards achievements in the Corporate Strategy and that to mitigate risks the programme was regularly monitored by the Capital Asset Board.

Recommended: That Council agree to:

- (i) The revised capital programme of **£182.700m** that reflects a net overall increase of **£38.132m** (as set out in Paragraph 53, Table 7 and in Annex B of the report). Key elements of this include:
  - Extension of prudential borrowing funded Rolling Programme schemes totalling £11.050m as set out in table 2 and summarised in table 7;
  - New schemes totalling £6.120m including an increase in prudential borrowing of £5.325m as set out in table 3 and summarised in table 7;
  - New externally funded schemes totalling £12.003m as set out in table 4 and summarised in table 7;

- An increase in HRA funded schemes totalling £8.959m funded from HRA balances of £8.959m as set out in table 5 and summarised in table 7.
- (ii) Approve the full restated programme as summarised in Annex A totalling **£182.700m** cover financial years 2014/15 to 2018/19 as set out in table 8 and Annex A. <sup>1</sup>.

Reason: To set a balanced capital programme as required by the Local Government Act 2003.

Action Required

1. Refer to Council.

JP

Cllr J Alexander, Chair

[The Meeting started at 5.30 pm and finished at 7.10 pm].

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**FORWARD PLAN**

**Table 1: Items scheduled on the Forward Plan for the Cabinet Meeting on 1 April 2014**

Title & Description	Author	Portfolio Holder
<p><b>Safeguarding and Looked After Children - Overview Report</b></p> <p>Purpose of Report: To provide an overview of local safeguarding children arrangements.</p> <p>In a national climate of heightened public awareness and concern about child protection issues the report identifies a significant increase in referrals locally to children’s social care. Work to safely address the consequent pressures on these services is described in the context of a programme of continuous improvement. The role and involvement of partner agencies in this process is also considered. The report will include an update on York’s Local Safeguarding Children Board developments. The report also provides a commentary on corporate parenting developments and describes progress against the strategy to safely reduce the number of children who need to become looked after in York.</p> <p>Members will be asked to (i) Endorse the strategy to address the pressures at the front door of children’s social care.                      (ii) Note the development work to strengthen the Local Safeguarding Children Board.                      (iii) Note the progress of the work to safely reduce the Looked After Population in York.</p>	<p>Eoin Rush</p>	<p>Cabinet Member for Education, Children and Young People's Services</p>
<p><b>School Improvement Report</b></p> <p>Purpose of Report: To focus on the impact of actions to secure more good</p>	<p>Maxine Squire</p>	<p>Cabinet Member for Education, Children and</p>

<p>and outstanding Ofsted judgements and to improve outcomes in primary schools. The paper will seek cabinet endorsement of the School Improvement Strategy and will present models related to the future structure of school improvement arrangements.</p> <p>Members will be asked to endorse the School Improvement Strategy.</p>		Young People's Services
<p><b>Proposals to Improve City Centre Competitiveness</b></p> <p>Purpose of Report: To consider options that improve the City Centre Parking offer to residents and businesses.</p> <p>Members are asked: to consider the "Business Case" for changes to parking uses on CYC car parks.</p> <p>To allow the offer to be considered and agreed by the City York Team following the appointment of the new Chairman this item will now be considered at Cabinet on 1 April 2014.</p>	Darren Richardson	Cabinet Leader and Cabinet Member for Transport, Planning and Sustainability
<p><b>Improving York's City Centre: Reinvigorate York – Fossgate Public Realm Improvement Project</b></p> <p>Purpose of the report: To provide feedback on the outcome of public consultation and outline costed proposals for Fossgate.</p> <p>To note: The intention is to bring a further report to Cabinet in June 2014 to provide feedback on public consultation and seek approval for scheme proposals and funding for the Duncombe Place/Blake Street junction and Exhibition Square/Theatre Interchange projects.</p> <p>Members are asked to agree scheme proposals and funding for the Fossgate project.</p>	Andy Binner	Cabinet Member for Transport, Planning and Sustainability

<p><b>YPO (Yorkshire Purchasing Organisation) - Formation of a Limited Company</b></p> <p>Purpose of Report: To outline the proposals to establish a Limited Company owned by the thirteen Founder Members of YPO and managed by the current Y.P.O. Management Team. Members are asked to approve the formation of the Limited Company and agree the management arrangements.</p> <p>This report has been deferred to the April 2014 meeting in order to allow additional time for examination of the arrangements.</p>	<p>Andrew Docherty</p>	<p>Cabinet Member for Finance, Performance and Customer Service</p>
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<b><i>Table 2a: Items scheduled on the Forward Plan for the Cabinet Meeting on 6 May 2014</i></b>		
<b>Title &amp; Description</b>	<b>Author</b>	<b>Portfolio Holder</b>
<p><b>Refresh of the York Equality Scheme</b></p> <p>Purpose of Report: To refresh and update the York Equality Scheme from April 2014 in light of progress with the current scheme and issues arising from new data and from consultation.</p> <p>Members are asked to agree the new York Equality Scheme.</p>	<p>Charlie Croft</p>	<p>Cabinet Member for Crime &amp; Stronger Communities</p>

**Table 3: Items slipped on the Forward Plan**

Title & Description	Author	Portfolio Holder	Original Date	Revised Date	Reason for Slippage
<p><b>Safeguarding and Looked After Children - Overview Report</b>            Purpose of Report: To provide an overview of local safeguarding children arrangements.</p> <p>In a national climate of heightened public awareness and concern about child protection issues the report identifies a significant increase in referrals locally to children’s social care. Work to safely address the consequent pressures on these services is described in the context of a programme of continuous improvement. The role and involvement of partner agencies in this process is also considered. The report will include an update on York’s Local Safeguarding Children Board developments. The report also provides a commentary on corporate parenting developments and describes progress against the strategy to safely reduce the number of children who need to become looked after in York.</p> <p>Members will be asked to            (i) Endorse the strategy to address the pressures at the front door of</p>	Eoin Rush	Cabinet Member for Education, Children and Young People's Services	Feb 14	April 14	To allow input to the report from the new Chair of York’s Local Safeguarding Children Board this item will now be considered at Cabinet in April.



<p>children's social care.</p> <p>(ii) Note the development work to strengthen the Local Safeguarding Children Board.</p> <p>(iii) Note the progress of the work to safely reduce the Looked After Population in York.</p>					
<p><b>Review of the Housing Revenue Account Business Plan</b>  Purpose of Report: To review the Housing Revenue Account Business Plan.</p> <p>Members are asked to approve the changes to the Business Plan.</p> <p>This item was deferred to April to allow officers more time to produce the report</p>	Tom Brittain	Cabinet Member for Health, Housing and Adult Social Services	March 14	July 14	This item has been deferred to July 2014 to allow time for further consultation including undertaking a peer review with Darlington Borough Council.
<p><b>Refresh of the York Equality Scheme</b>  Purpose of Report: To refresh and update the York Equality Scheme from April 2014 in light of progress with the current scheme and issues arising from new data and from consultation.</p> <p>Members are asked to agree the new York Equality Scheme.</p>	Charlie Croft	Cabinet Member for Crime & Stronger Communities	April 14	May 14	This decision will now be taken by Cabinet at their meeting in May in order to allow more time for consultation.

<p><b>Late Night Levy</b>  Purpose of Report: To inform Cabinet of a recent consultation carried out in relation to a proposal to introduce a late night levy within the authority area. Members are asked to consider the report and findings of the consultation and recommend to Full Council if they believe the late night levy should be introduced within the authority area.</p> <p>This report will now be taken to Cabinet in March in order to allow for further consultation and consideration of options</p> <p>To allow the incorporation of current scrutiny reviews and research on York After Five this report will be considered at Cabinet in May.</p>	<p>Lesley Cooke</p>	<p>Cabinet Member for Crime and Stronger Communities</p>	<p>May 14</p>	<p>Withdrawn</p>	<p>This report has been withdrawn from the Forward Plan as it is being incorporated into another report which will come forward in due course.</p>
<p><b>Draft Local Flood Risk Management Strategy</b>  Purpose of Report: The Council is required to produce a Local Flood Risk Management Strategy under Section 9 of the Flood and Water Management Act 2010. In consultation with flood risk management partners a draft strategy has been produced. Following Cabinet approval of this, it will be subject to public consultation and final Cabinet approval.</p>	<p>Mike Tavener</p>	<p>Cabinet Member for Transport, Planning and Sustainability</p>	<p>Nov 2013</p>	<p>Withdrawn (Sept 2014)</p>	<p>This report will now be taken to Cabinet in September 2014 to allow consideration of the alignment of flood strategies. It has therefore been withdrawn from the Forward Plan for the time being.</p>

<p>Members are asked to give approval of the draft strategy to enable public consultation to commence.</p> <p>This report has been slipped to the November Cabinet because the draft Flood Risk Management Strategy requires internal and external consultation to be carried out and the results incorporated into the document to be taken to Cabinet. It is intended to discuss the draft in a workshop format to bring together all interested parties. While the writing of the draft is progressing well it will not be possible to set up a workshop in the timescale required by the Cabinet process, which is further aggravated by the summer holidays. In order to ensure that a robust document can be presented to Cabinet it is requested that the item be slipped to the November meeting, by which time satisfactory consultation will have been achieved. There is no statutory deadline for the production of the strategy and minimal risk to the Council in delaying its production.</p> <p>Due to a high volume of business scheduled for 5 November meeting, CMT agreed in conjunction with officers that this item can be deferred to 3</p>					
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<p>December meeting.</p> <p>The decision has been deferred until the January Cabinet meeting as the strategy document that is scheduled to accompany the report is still in draft form and is currently out to internal consultation.</p>					
<p><b>Cycle Hire Scheme for York – Update and Approval</b></p> <p>Purpose of Report: To provide an update as regards the proposed 24 month trial of a city wide public cycle hire scheme within York which received in principle agreement from Cabinet (July 2013) following an initial feasibility report.</p> <p>Members are asked to approve the presented business case and grant officers authority to award contract(s) and proceed with implementation of the scheme.</p> <p>This item has been deferred until March 2014 to allow further consideration of the best funding routes in light of the current budget process and Tour de France Legacy Strategy.</p>	<p>Richard Holland</p>	<p>Cabinet Member for Transport, Planning and Sustainability</p>	<p>Jan 2014</p>	<p>Withdrawn</p>	<p>This report has been withdrawn pending further investigations into possible financial options.</p>

<p><b>Get York Building – Delivering Homes and Economic Growth</b></p> <p>Purpose of Report: to outline to Members proposals and options for interventions and policy changes over the next 12 months.</p> <p>Members are asked to note the content of the report and agree recommendations.</p>	<p>Steve Waddington/ Mike Slater</p>	<p>Cabinet Members for Health, Housing and Adult Social Services/and Transport, Planning and Sustainability</p>	<p>4 March 2014</p>	<p>Withdrawn</p>	<p>This item has been withdrawn from the Forward Plan as it is now covered within the report entitled. “Get York Building – 1 Year Update”</p>
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**Cabinet****4 March 2014**

Report of the Corporate &amp; Scrutiny Management Committee

**Loans & Grants Scrutiny Review Final Report – Cover Report****Summary**

1. This cover report presents the final report arising from the Loans & Grants Scrutiny review – see Appendix 1, and asks Cabinet to approve the recommendations arising from the review.

**Background & Review Objectives**

2. In January 2013 the Corporate & Scrutiny Management Committee considered a scrutiny topic submitted by Cllr Healey and Cllr Runciman on how loans/grants from City of York Council (CYC) to outside organisations were being monitored. The topic was submitted as a result of the collapse of the North Yorkshire Credit Union, for which the Committee were informed there was an ongoing investigation.
3. However, the Committee agreed the focus of the scrutiny review should be to look forward to provide guidance on best practice for monitoring future grants/loans provided by the Council, and set up a Task Group of the following Members to carry out the review on their behalf:
  - Cllr Chris Steward
  - Cllr Ruth Potter
  - Cllr Carol Runciman

**Review Recommendations**

4. In January 2014, the Corporate & Scrutiny Management Committee considered the Task Group's draft final report, and agreed to make the following recommendations to Cabinet:

- i. An agreed common approach to be put in place for coding all loans and grants on the Council's finance system to make them easily identifiable.
- ii. In regard to New Service Level Agreements (SLA):
  - a) Where those agreements make reference to other documents e.g. performance management information, those documents must be attached as an appendix to the agreement.
  - b) A template together with officer guidance notes to be introduced to support the process of producing an SLA, in line with that shown at Annexes B & C.
- iii. In regard to current SLAs, the new process detailed above to be implemented as part of a phased approach, as and when each SLA is reviewed.
- iv. All Loans and grants over 50k to be agreed by Cabinet
- v. All grants over £100k or those deemed to be of higher risk, to have a legally binding grant funding agreement (GFA) rather than an SLA.
- vi. The Council to make greater use of its website to share information on the loans and grants it provides, together with information on how to make loan/grant applications and details of those available to the voluntary sector.
- vii. Applications for loans should detail the applicants other attempts to find the appropriate funding
- viii. In regard to monitoring arrangement for loans – introduce a six monthly minimum requirement for reporting back on loans to a specified named officer or in the case of higher level loans, to the Cabinet.
- ix. In regard to defaulted loans:
  - a) A separate recovery route on the Council Finance system to be set up to enable the Corporate Finance Team to easily identify and actively monitor those loans.
  - b) Guidance to be given to ensure an improved understanding of the times allowed between each stage of the loan recovery process



## **Council Plan 2011-15**

5. The review supports all of the priorities within the Council Plan as it ensures that the Council is effective in its financial monitoring of loans and grants, which in turn supports the work of external businesses, community groups, charities and other organisations.

## **Implications**

6. **Finance** - The draft recommendations in this report will improve financial management and accountability for this area of expenditure.
7. In regard to Recommendation (iv), the Task Group originally recommended an approval level of £100k which Corporate Finance agreed would ensure consistency with the Council's existing financial regulations and prevent the need for additional processes to be put in place for monitoring and approval. However CSMC chose to lower the approval level to £50k as they understood there would be a minimal number of grants affected, and signed off the report on that basis.
8. Subsequently, having considered the implications associated with that change to recommendation (iv) Corporate Finance has provided the following additional financial implications information:

*'If the lower level (50k) as set out in Recommendation (iv) is agreed, an additional administrative burden will be created that cannot be contained within existing resources - not as a result of the number of grants affected, but due to the need to create and maintain further processes within the finance system. Given the relatively small risks associated with maintaining approval at £100k, the additional work arising from reducing the level to £50k would seem disproportionate.'*

9. **Legal** – In regard to recommendation (v) the introduction of a grant funding agreement (GFA) for grants over £100k, in place of a SLA would be beneficial to the Local Authority as it is a more robust legally binding and enforceable document – see template for GFA at Annex D. There are no legal implications associated with the remaining recommendations arising from this review. In regard to the provision of loans and grants in general, under section 1 Localism Act 2011, the Local Authority has the power to do anything that an individual may do (known as the general power of competency).

10. In regard to recommendation (vi), whilst providing details of grants given on the Council's website is acceptable, i.e. the amount and who it's for, it would not be appropriate to place the full associated SLA or GFA on the website as it may contain commercially sensitive, or confidential information. The acceptable alternative to this would be to publish a summary of the agreement online containing details of the recipient, the purpose and period of the grant, the main terms of the agreement, and the agreed monitoring arrangements.
11. There are no other implications associated with the draft recommendations arising from this review.

### **Risk Management**

12. The risk to the Council of not effectively monitoring the allocation of loans and grants and their outcomes, could result in some not achieving the outcomes that were set when the grant or loan was agreed, and/or loan repayment terms not being met.

### **Options**

13. Having considered the scrutiny final report attached, the Cabinet may choose
  - i. To approve the recommendations
  - ii. Not to approve some or all of the recommendations listed above.

### **Recommendation**

14. Taking into consideration all of the information contained within the final report attached and its annexes, the Cabinet are recommended to:
  - i. Approve the recommendations arising from the review, as shown in paragraph 4 above.

Reason: To conclude the Scrutiny Review in line with CYC Scrutiny procedures and protocols

### **Contact Details**

**Author:**

Melanie Carr  
Scrutiny Officer  
Scrutiny Services

**Chief Officer Responsible for the report:**

Andrew Docherty  
Assistant Director of ITT & Governance

**Report Approved**  **Date** January 2014

**Implications:** Information was provided by the following Officers:

Legal – Glen McCusker

Finance – Debbie Mitchell

**Wards Affected:**

**All**

For further information please contact the author of the report

**Background Papers:** N/A

**Appendices:**

**Appendix 1** –Final Report

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**Cabinet** **4 March 2014**  
**Report of the Corporate & Scrutiny Management Committee**

**Loans and Grants Scrutiny Review – Final Report**

**Summary**

1. This report presents the review findings from the recently completely Loans & Grants Scrutiny Review.

**Background to Review**

2. In January 2013 the Corporate & Scrutiny Management Committee considered a scrutiny topic submitted by Cllr Healey and Cllr Runciman on how loans/grants from City of York Council (CYC) to outside organisations were being monitored. The topic was submitted as a result of the collapse of the North Yorkshire Credit Union, for which the Committee were informed there was an ongoing investigation.
3. The Committee agreed they would like to receive an update on the results of the investigation into the collapse of the North Yorkshire Credit Union, on its completion. However, they agreed the focus of the scrutiny review should be to look forward to provide guidance on best practice for monitoring future grants/loans provided by the Council.
4. On that basis, the Committee agreed to proceed with the review and set up a Task Group of the following Members to carry out the review on their behalf:
  - Cllr Chris Steward
  - Cllr Ruth Potter
  - Cllr Carol Runciman

**Information Gathered**

5. An initial meeting of the Task Group held in March 2013 established that the issuing of loans and grants was not overseen by the Corporate Finance Team and in most cases the decision was taken at Directorate level with no central record of all the loans and grants made each year, other than the information recorded on the Financial Management System.

6. The Task Group considered a list of all the loans and grants made by the Council in the financial year 2012-13 and randomly chose six for further analysis and scrutiny – see a list of those below:

Description	Original value of loan / grant	Grant or Loan	Current amount O/S
Bike Rescue	30,000	loan	22,443.36
Codebreaker Ltd	2,100	loan	2,100
York Homestart	26,636.85	grant	n/a
Homelessness Strategy	325,927.78	grant	n/a
Parenting Commissioning Programmes	2,500.00	grant	n/a
Warm Homes, Healthy People	15,491.25	grant	n/a

7. In May 2013, the Task Group received detailed information on each of their chosen loans/grants as shown below:

8. Bike Rescue

This loan was provided to the Bike Rescue Project in March 2010. The full reasons for the loan were outlined in the report to Cabinet on 2<sup>nd</sup> March 2010, but in summary it was to cover a shortfall in funding to convert a former electricity sub station into a secure cycle park at Lendal Bridge. The total project cost was £300k of which £270k was funded through the Local Transport Plan.

9. The Cabinet report provided a full analysis of the potential risks and how these would be mitigated. It also set out the reasons for offering a loan rather than a grant.

10. The loan is being repaid on a monthly basis, with interest being charged at 4.43%. It is monitored by Property Services who are in regular contact with Bike Rescue.

11. Codebreaker Ltd

The loan was originally awarded in May 2007 as part of the Council's 2006/07 support to Voluntary and Community Organisations and was approved by the service manager at that time. The loan was to help with the cost of attending a Rugby Festival in France on the basis that it provided benefit as a cultural exchange and would secure the future of French teams travelling to York in future years. The monitoring arrangements included measures to identify the number of children participating in sport and the diversity of the teams participating in local tournaments.

12. The organisation signed a loan agreement agreeing to repay the loan in 3 instalments over a 9 month period meaning the loan should have been repaid by February 2008. However, the organisation defaulted on the loan and the Council was not been able to recover the outstanding payments. The loan was written off in November 2012.
13. York Homestart  
Homestart is a family support charity which works with families and children providing preventative early intervention work to reduce the risk of children becoming looked after. This activity is an integral part of the Council's multi agency strategy of Keeping Families Together and this provider works with CYC Children's Services under a funding agreement / Service Level Agreement (SLA) to deliver this.
14. In terms of monitoring, a CYC employee is on the governing board and all payments made are authorised by the Assistant Director.
15. Homelessness Strategy  
The Homelessness Strategy grant is a national programme funded by the Department for Communities and Local Government. The funding covers a wide range of projects, some of which are Council run, or internal, services, as summarised in the following table.

<b>Summary of Homeless Strategy Grants</b>	<b>£</b>
Bond Guarantee Scheme - Internal	5,000
Nightstop - SASH	15,000
Foundation - Youth Worker	17,448
Howe Hill Young Persons Hostel - Internal	26,000
Mortgage Rescue Post - Internal	15,000
Mortgage Rescue Cases	15,000
Single Access Point - Internal	18,000
Yorhome - Internal	20,000
CAB Housing and Debt project	35,500
Peasholme Charity (resettlement centre)	91,019
Salvation Army Early Intervention & Prevention Team	87,992
Salvation Army -travel warrants	5,000
Keyhouse - legal assistance	5,000
meeting and training	1,200
IDAS multi-agency training	500
Severe weather	700
Homeless strategy consultation	1,500
Elderly persons leaflet / road show	300
Housing Options Worker - Internal	28,000
<b>Total</b>	<b>388,159</b>

16. Overall, the purpose of this funding is to help achieve the Council's statutory duty to the homeless. The grant was originally paid as a rough sleeper grant which was subsequently merged into a homeless prevention grant. Grants are given to various internal and external organisations to provide services that will either prevent homelessness or are directly provided to those customers who are homeless. The services provided are directed through law, Department of Communities & Local Government directives and locally by the Homeless Strategy as approved by Cabinet.
17. The main emphasis of the funding has been to reduce the number of rough sleepers and reduce the numbers of homeless living in temporary accommodation. Reports are provided to Cabinet annually to report progress and recent reports show success in both these areas. In addition, homelessness statistics are provided to Government on a quarterly basis to monitor progress and services are required to submit quarterly reports setting out the numbers of people accessing services.
18. The performance of all projects is monitored regularly and in 2010/11 this process picked up some concerns regarding the vulnerability of the CAB Bond Guarantee Scheme due to reliance on 1 staff member (e.g. at times of absence) and cost saving exercise. As a result, and following discussion with CAB, the decision was made to provide service in house and the grant funding was released to support new initiatives in Young Persons accommodation.
19. Parenting Commissioning Programme  
The funding concerned is given to Relate for the 'Delivering the Storm' programme for parents of teenagers. The programme covers a need identified, in partnership with community colleagues, for sex and substance misuse education for parents of teenagers. The programme is an option for faith schools as it is perceived to focus more on relationships than 'activities'. It therefore supports the equalities agenda.
20. The funding covers 2 programmes each working with up to 20 parents. It is financially bench-marked against other parent programme delivery and is verified as delivering good value.
21. The multi-agency Parenting Steering group, which comprises local partners and providers, is consulted on the funding. The delivery partner is recognised as having particular skills and experience in this particular element of support.



22. The funding is approved by the Strategic Planning and Commissioning Manager and Parenting Programme manager under CYC financial regulations. There is an SLA for the funding.
23. The programme is monitored in the following ways:
  - For content initially, it is a nationally recognised programme, delivered by a nationally recognised voluntary organisation
  - For take-up through reports on attendance
  - For effectiveness through reports from the schools involved (3rd party evaluation).
24. This close monitoring minimises the risk to the Council along with payments being made in arrears. Identification of poor delivery would lead to measures to improve or curtail future delivery.
25. Warm Homes, Healthy People  
The Warm Homes, Healthy People grant is a national programme funded by the Department of Health.
26. This grant has 2 key aims;
  - Increasing the capacity of the existing First Call Age UK 50+ (FC50+) signposting and information service.
  - To build on the network of community volunteers within the city to ensure older residents stay safe, healthy and warm by signposting to the FC50+ service.
27. There were conditions attached to the funding provided, including:
  - Ensure all care agencies, statutory & voluntary partners and community networks are aware of the 'Get Ready for Winter' checklist with a specific aim to distribute 1000 check lists.
  - Minimum of 100 Free Home Energy Audits provided to older and vulnerable people.
  - Provide and publicise checklist and contact list.
  - Increase hours of FC50+ service during extreme weather.
  - The provision of:
    - A vital shopping service, prescription collection, general monitoring and support to engage services of plumbers, etc.
    - 100 emergency packs.
    - 25 emergency heaters on short term loan if boiler breaks down.
    - Emergency fund to provide small loans to enable boilers to be repaired quickly.

28. The delivery is monitored by regular meetings with Age UK and specific information is provided on the targets outlined above. The allocation of the funding is agreed by a panel including representatives from Public Health, Neighbourhood Management and the Yorkshire Energy Partnership.

### **Analysis**

29. The Task Group learnt that the process of seeking out the information on the above loans and grants had highlighted some incorrect coding which had made it difficult for the Corporate Finance Team to produce a comprehensive list directly from the finance system. Therefore, in order to be able to support the work on this review, the finance team had to review all their records of the council's loans and grants and identify and correct all the coding errors. They also agreed a common approach for the future to enable a clearer and more transparent picture of the Council's loans and grants at any given time.
30. In regard to the Codebreaker Loan referred to in paragraphs 10-11 above, the Task Group queried what steps had been taken to recover the outstanding balance on the loan, and learnt that initially numerous attempts were made by an officer in the Leisure admin team to contact the company, but on each occasion they were unable to speak to anyone. This prompted the raising of a debtors invoice on 3 September 2010 addressed to the individual at the company who had completed the loan agreement.
31. In turn, this initiated the council's debt recovery procedures i.e.:
- A reminder letter was sent out 28 days after the invoice
  - On 15 October 2010 a legal letter was sent out
  - On 21 October 2010 a further legal letter was sent
  - The invoice was put on hold but on 1st March 2011 it was taken off hold when another letter was issued
  - On 10 March 2011 the customer rang disputing the invoice – this prompted the invoice being put on hold again
  - On 28 April 2011 the invoice was taken off hold and another letter issued
  - This prompted the customer to ring again disputing the invoice
  - In March 2012 the debt was passed to bailiffs for recovery
  - In July 2012 proof of debt was received and the company went into administration which resulted in the invoice being recommended for Write off.

32. Having considered all of the information on their chosen loans and grants (as listed above), the Task Group recognised there were a number of common and recurring issues. This raised a number of questions and finance officers were charged with providing additional information on the following:

- The application and assessment process for loans and grants.
- How associate risk is assessed
- The Mechanics of setting/calculating interest rates
- The measurable targets set for monitoring outcomes
- The monitoring of loans and grants
- Debt recovery procedures, including disputes

### **Additional Information Gathered**

33. Grants Application Process

The Task Group were aware there were numerous ways in which organisations could access grant funding from the Council and officers provided the following information on 'Community York' as an example.

34. 'Community York' is a grants fund recently created by City of York Council that brings together a number of existing funding streams for voluntary sector organisations in the city. The fund was set up to ensure that CYC investment in voluntary sector grant funding is managed in a cohesive and transparent manner which ensures the greatest impact and value for money for residents of York.

35. The fund has two distinct aims:

- Provide high quality additional services to York residents in line with the four "Community York" themes
- Support voluntary sector organisations to deliver outcome-focused services with demonstrable impact

36. The Task Group learnt there was no overarching council wide process in place for allocating and managing grants, but they were informed that work was ongoing to update the Council's financial regulations to include a section specifically dealing with grants.

37. Criteria for Awarding a Grant

The Task Group learnt that the Council no longer had a dedicated grants officer, and grants were now being issued by individual managers based on criteria they determined locally. This meant there were a number of

budgets from which grants could be issued. It was also not clear from the work on the review whether the same criteria were being used across all services.

38. Risk Assessments for Grants

The work on the review identified the assessment of risk as a weakness, given there was no clear system for risk assessment. Finance officers agreed this needed to be included within the guidance being prepared and in the revised financial regulations.

39. In regard to Grants, in light of the additional information provided the Task Group agreed that all officers should follow an approved process when making a decision to award a grant. This should include carrying out risk assessments, an investigation of the financial standing of the organisation involved and approval levels and monitoring arrangements. They therefore suggested that a corporate template be developed and written guidance be disseminated to all budget managers.

40. Assessment of Loans

The Task Group noted that the Council had granted relatively few loans and in each case they were in exceptional circumstances. Also, that in the last 3 years all loans made had been agreed by Cabinet after careful consideration of whether they offered the best value, whether their purpose met the council's priorities, or if the council could instead help the organisation access other external funding. The Task Group queried whether a sufficient assessment was undertaken as to the financial viability of an organisation and whether an appropriate risk assessment was completed in each case.

41. Interest Rates

The Task Group learnt that the interest rates applied to loans were determined on a case by case basis and that the relevant rate was included in the loan agreement. For example, the loan to Yorwaste was agreed at bank base<sup>1</sup> rate plus 1%. The Task group noted that no formal process was in place for setting the rate

42. Debt Recovery Procedures

The Task Group noted that officers follow standard council recovery procedures and individual officers are tasked with ensuring repayments are made within their area. It was agreed that this should be made

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<sup>1</sup> Given the historically low levels of the base rate and concern with regards to state aid (borrowing below the interest rates available on the market) the Council has set a base rate floor at 1.5%. The interest rate will therefore vary as the base rate changes, ensuring the return on a loan remains in line with economic and market conditions.

explicit within the corporate template and guidance to be introduced, and full details should be included in the financial regulations.

43. Service Level Agreements (SLAs) - Standards, Quality & Criteria Applied  
At the meeting in May 2013, the Task Group queried at what level SLAs were prepared, if there was a template, if measureable targets and monitoring levels were being applied etc. The Task Group also suggested that any agreements which referred to other documents e.g. performance management, should always have those documents attached as an appendix to the agreement.
44. In addition, the Task Group agreed that as with the criteria for awarding a grant (see paragraph 39 above), it would be helpful if a corporate approach was agreed, and suggested that a template together with officer guidance notes be introduced to support the process of producing an SLA.
45. As a result, the Corporate Finance team analysed all of the SLAs in place for 2013/14, looking at the standard, quality and criteria applied etc, and provided three examples for the Task Group's consideration – see Annex A.
46. The finance Team found no standard SLA in use, and the Task Group noted that individual officers were able to construct agreements that best suited their particular service area. With this in mind, and taking into consideration the views of the Task Group suggesting a corporate approach be introduced, the Corporate Finance Manager drafted a corporate SLA template together with some guidance notes for Task Group to consideration – see Annexes B & C.
47. National Best Practice  
The Task Group queried best practice by other Local Authorities and received information on the following:
  - Kirklees Council has a Grant Access Point (GAP) and organisations are required to register every 3 years in order to be eligible for grant funding. Once registered, however, they can apply to any council department for funding. Registration includes gathering information about the organisations aims and governance arrangements.
  - Brighton Council has lots of information about who they fund and why on their website. It sets out the amounts, when agreements will be reviewed and an officer contact within the Council for each grant.

- North Yorkshire County Council has a grants section on their website that lists the organisations receiving funding, the amount and a brief outline of the purpose of the funding.
48. The Task Group noted that each council had a widely different approach with no one method being identified as best practice.
49. Default Loans & Grants  
The Task Group also queried the percentage of CYC loans/grants defaulted on i.e. in the case of a loan, how many were not fully repaid, and in the case of a grant how many did not achieve the aims outlined in the grant request.
50. They learnt there was no separate recovery route on the Council's systems to distinguish write offs of loans from other debts, so it was not possible to isolate that information. They could only be identified if the name of the organisation that had defaulted was known. However officers confirmed it may be possible to set up a separate recovery route on the systems to allow the Corporate Finance Team to identify and actively monitor this information in the future.
51. Finally, in regard to the Codebreaker Loan referred to in paragraphs 11-12 & 30-31 above. The Task Group questioned the timings for each stage outlined in paragraph 31, the reasons why the invoice was put on hold and taken off hold so many times, and what the Council was expecting to happen when the account was on hold.
52. In response, the Corporate Finance Manager confirmed that the account was put on hold in an attempt to allow the organisation more time to repay the debt. At the time, officers were trying to resolve the issue without the need for legal proceedings. With the benefit of hindsight it was agreed it was not the correct way to proceed. However, it was done with the best of intentions and was considered the best way to resolve the issue and recover the loan.

### **Review Conclusions**

53. Having considered all of the information provided in support of the review the Task Group concluded the following:
- There are numerous ways to access Council funding and the Task Group were not confident that the same criteria was being used across all services
  - There is no clear system in place for assessing the risks associated to providing a loan or grant

- Interest rates on loans are being set on a case by case basis in line with best practice
- In regard to missed loan repayments, the decisions on when to progress to each stage of the debt recovery procedure appeared to be different on a case by case basis e.g. in the case of the Codebreaker Loan. The Task Group agreed those decisions should be taken at senior officer level and recorded for transparency purposes.
- Not all SLAs included input and/or output metrics which made it difficult to assess their success in achieving the aims outlined in the grant request.
- More could be done to improve transparency for the tax payer and greater use of the Council's website could be made to share information on grants provided and available to the voluntary sector.

### **Review Recommendations**

54. As a result of the work on the review, the Corporate & Scrutiny Management Committee agreed to make the following recommendations, as proposed by the Loans & Grants Review Task Group:
- i. An agreed common approach to be put in place for coding all loans and grants on the Council's finance system to make them easily identifiable.
  - ii. In regard to New Service Level Agreements (SLA):
    - a) Where those agreements make reference to other documents e.g. performance management information, those documents must be attached as an appendix to the agreement.
    - b) A template together with officer guidance notes to be introduced to support the process of producing an SLA, in line with that shown at Annexes B & C.
  - iii. In regard to current SLAs, the new process detail above to be implemented as part of a phased approach, as and when each SLA is reviewed.
  - iv. All Loans and grants over 50k to be agreed by Cabinet
  - v. All grants over £100k or those deemed to be of higher risk, to have a legally binding grant funding agreement (GFA) rather than an SLA.
  - vi. The Council to make greater use of its website to share information on the loans and grants it provides, together with information on how

to make loan/grant applications and details of those available to the voluntary sector.

- vii. Applications for loans should detail the applicants other attempts to find the appropriate funding
- viii. In regard to monitoring arrangement for loans – introduce a six monthly minimum requirement for reporting back on loans to a specified named officer or in the case of higher level loans, to the Cabinet.
- ix. In regard to defaulted loans:
  - a) A separate recovery route on the Council Finance system to be set up to enable the Corporate Finance Team to easily identify and actively monitor those loans.
  - b) Guidance to be given to ensure an improved understanding of the times allowed between each stage of the loan recovery process

### Implications

- 55. **Finance** - The draft recommendations in this report will improve financial management and accountability for this area of expenditure.
- 56. **Legal** – In regard to recommendation (v) the introduction of a grant funding agreement (GFA) for grants over £100k, in place of a SLA would be beneficial to the Local Authority as it is a more robust legally binding and enforceable document – see template for GFA at Annex D. There are no legal implications associated with the remaining recommendations arising from this review. In regard to the provision of loans and grants in general, under section 1 Localism Act 2011, the Local Authority has the power to do anything that an individual may do (known as the general power of competency).
- 57. In regard to recommendation (vi), whilst providing details of grants given on the Council's website is acceptable, i.e. the amount and who it's for, it would not be appropriate to place the full associated SLA or GFA on the website as it may contain commercially sensitive, or confidential information. The acceptable alternative to this would be to publish a summary of the agreement online containing details of the recipient, the purpose and period of the grant, the main terms of the agreement, and the agreed monitoring arrangements.
- 58. There are no other implications associated with the recommendations arising from this review.



## Council Plan 2011-15

59. The review supports all of the priorities within the Council Plan as it ensures that the Council is effective in its financial monitoring of loans and grants, which in turn supports the work of external businesses, community groups, charities and other organisations.

## Risk Management

60. The risk to the Council of not effectively monitoring the allocation of loans and grants and their outcomes, could result in some not achieving the outcomes that were set when the grant or loan was agreed, and/or loan repayment terms not being met.

### Authors:

Melanie Carr  
Scrutiny Officer  
Tel No.01904 552054  
melanie.carr@york.gov.uk

### Chief Officer Responsible for the report:

Andrew Docherty  
AD Governance & ITT

**Report Approved**  **Date** 18 December 2013

**Implications:** Information was provided by the following Officers:

Legal – Glen McCusker (Deputy Head of Legal Services)  
Finance – Debbie Mitchell (Corporate Finance Manager)

**Wards Affected:** All

For further information please contact the authors of the report

### Annexes:

**Annex A** – Examples of Current Service Level Agreements

**Annex B** – Draft SLA Guidance Notes

**Annex C** – Draft SLA Template

**Annex D** – GFA Template

### Report Abbreviations:

**CAB** – Citizens Advice Bureau

**Cllr** – Councillor

**CYC** – City of York Council

**FC50+** – First Call Age UK 50+

**GFA** – Grant Funding Agreement

**IDAS** - Independent Domestic Abuse Service

**Ltd** – Limited

**SASH** – Safe And Sound Homes

**SLA** – Service Level Agreement

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### **SERVICE LEVEL AGREEMENT 2012 - 2013**

**This is a three year service level agreement (SLA) between The City of York Council and Visit York Ltd. It will cover the period 1st April 2012 and end on 31st March 2015.** The agreement will be reviewed annually as part of the Council's budget process.

This is an updated Service Level Agreement (SLA) between the Council and Visit York Ltd. It is designed to highlight key issues that the Council will wish to see addressed by the Board of the company, in return for a continuing agreement of financial and staffing support.

The Council is fully committed to supporting the city's collective ambition for a successful, thriving visitor economy. The Council wishes to enhance York's reputation and substance as an exemplar of good practice in relation to tourism and seeks to promote York as a "world class" city.

Through this service level agreement we will be seeking to create the environment for the continued development of tourism in York and the surrounding area. We want to ensure that tourism remains an effective and successful contributor to the York economy.

This agreement outlines Visit York's role in actively supporting investment to develop the quality of the York product, supporting the delivery of a world class culture and heritage attractions, and in the marketing of York as a destination to the leisure and business visitor, including domestic and overseas markets. The overall ambition contained within the service level agreement is for Visit York to achieve a target of 5% per annum growth in tourism earnings across the city.

## **PARTNERSHIP OUTLINE**

### **Aims**

1. To jointly, with the Council, set the strategic direction for the development of tourism in York
2. To maintain and develop the tourism offer of the city of York for the visitors to York and the region, for businesses and for residents of the city.
3. To ensure that tourism remains an effective and successful contributor to the York economy and to make York a vital, vibrant and world class city.
4. To encourage and facilitate transformational enhancements to York's visitor attractions, festivals and events, improvements to accommodation and hospitality provision within the city and influence inward investment.
5. To work together to secure public and private sector investment to develop the quality of the York offer, including championing investment in the public realm.
6. To pursue a sustainable, green tourism agenda for the city and its businesses.
7. To continue to develop the tourism infrastructure of York and to raise the quality of the facilities provided for all visitors.
8. To contribute to York's economy by attracting visitors to the city, play an active role in the City of Festivals initiative, and to work with the Council and businesses to strengthen the evening economy of the city.
9. To provide an ambassadorial function for Tourism in the city, working together to influence national, regional and local strategies, pursue opportunities for external funding, and working with regional and sub-regional agencies.
10. To work in active partnership with business, education, cultural organisations, and other strategic service providers to extend both the range and reach of Visit York's work.

## PARTNERSHIP DELIVERY 2012 -2013

### In order to achieve the aims listed above Visit York will:

- Actively support the seeking of investment to develop the quality of the York visitor offer working with York's tourism businesses event organisers and City of York Council Lead on the transformational change in the Tourism sector, benchmarking York against other world class destinations and horizon scanning for future tourism trends and initiatives
- Market York as a destination to the leisure and business visitor including domestic and overseas markets, coordinating marketing plans with CYC where appropriate
- Provide the leadership to ensure that York achieves the target of 5% per annum growth in tourism earnings and allow York to become an exemplar of good practice
- Lead and/or contribute to relevant activity as set out in the internationalisation strategy for the city – specifically, to lead the development of the business tourism offer, to help attract international and national business conferences to the city, and to contribute to the development of the city's brand and marketing messages
- Produce a balanced budget and business plan for the running of the services. This plan to be agreed annually with the Council
- Operate an accessible Visitor Information Centre for the benefit of visitors, businesses and residents in order to deliver information services to York's visitors and make best use of destination management systems
- Develop and deliver specific marketing activity that increases the tourism economy of city of York (*leisure tourism by 5% and business tourism by 5% achieving 6 major national and/or international conferences in the city and the surrounding region.*)
- Enhance the marketing, packaging and offer of signature events, evening activities and festivals
- Invest in the tourism product including developing cultural events and initiatives, in particular agreed support to the five major festivals, Illuminating York, Festival of Food and Drink, Viking Festival, Festival of Early Music and the Mystery Plays
- Provide the tourism contribution to Strategic Partnerships bodies, including York @ Large and the Economic Development Forum

- Seek external funding for specific projects, through regional or other bodies, that will secure the long-term future of York as a premier visitor destination
- Continue to grow and develop the private sector engagement with Visit York partnership, contributing to the city's business engagement activities through account management of strategic businesses in the sector, increasing the level of support and secure significant investment from other sources
- Facilitate and encourage the take up of employer-focused business support, skills development and training activities, working with the industry and partners on the promotion of careers in the tourism industry
- Provide a forum to ensure the engagement and communication with all stakeholders, businesses and service providers in tourism and related industries to support the tourism economy Celebrate the achievements of the tourism sector through an annual awards programme
- Undertake research and evaluation of the Tourism offer in the city
- Take account of the interests of residents in the development of tourism, including continuing to run the Residents Festival
- Provide input, comment and intelligence so that the Council can respond to regional and national tourism policy
- Provide specialist advice on Tourism to the council and act as the voice for the Tourism Sector in York

**In order to achieve the aims listed above the City of York Council will:**

- Provide grant support, as detailed below, payable in 4 instalments starting when the agreement is signed by both parties
- Ensure that Visit York is involved in consultation with, or on behalf of the Council, on matters of direct relevance to the tourism sector in the city
- Provide support, assistance and advice, through the person of the Lead Officer in the first instance
- Facilitate effective working relationships with all council departments and ensure access to potential partnership and stakeholder groups
- Second up to two existing posts related to the work of Visit York, their duties to be agreed as part of a separate secondment agreement
- Provide 3 representatives to serve on the Board of Visit York Ltd.

- Provide a senior officer of the Council (the Lead Officer) to attend Board meetings to advise and support the Council representatives in a non-voting capacity.
- Provide a reasonable level of information, advice and support to the organisation in connection with this agreement.

The organisation should contact the authorised signatory of the Council in the first instance to discuss what support may be available

**OPERATION OF ACTIVITIES AND PERFORMANCE INDICATORS**

Visit York will provide information to the Lead Officer so that the Council can monitor the activity/service provided by the organisation using the following performance indicators: Visit York will work towards establishing the monitoring systems in order to provide evidence detailed below:-

<b>Type of measure</b>	<b>Indicator</b>	<b>Evidence</b>
<b>Quality measures:</b>	<ul style="list-style-type: none"> <li>• To achieve a 1% increase per annum in visitor satisfaction</li> <li>• Presentation of 6 monthly report to Cabinet Member</li> <li>• To achieve 90% of members reporting a high level of satisfaction with services</li> <li>• To increase the number of visits to the city by groups of people with protected characteristics as defined by the Single Equalities Act 2010</li> </ul>	<p><i>VY Research</i></p> <p><i>CYC report by Lead officer</i></p> <p><i>VY research</i></p> <p><i>VY research</i></p>
<b>Objective outputs measures:</b>	<ul style="list-style-type: none"> <li>• To annually increase visitor spend by at least 5% of the current target</li> <li>• To increase the number of jobs created in the tourism sector of the local economy of York by at least 2% of the current total</li> <li>• To increase the use of the Visitor Information Centre</li> </ul>	<p><i>Regional / Visit Britain Statistics</i></p> <p><i>Employment survey</i></p> <p><i>Maintenance of records by Visit</i></p>



	<p>service by at least 5% of total current visits</p> <ul style="list-style-type: none"> <li>• To increase private sector membership of Visit York by at least 5% of current members</li> <li>• To achieve an increase of at least 5% on the investment value of publicity generated through marketing and promotional activities</li> <li>• To account manage strategically important businesses (to be agreed with CYC) as part of the city's business engagement network</li> </ul>	<p>York</p> <p><i>Maintenance of records by Visit York</i></p> <p>Info from VY on agreed basis</p> <p>Input to a client management system with quarterly de-briefs with the CYC business engagement manager</p>
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Although we do not currently have all data for evaluation and monitoring we will work toward an agreed system to measure progress.

**Visit York will provide the following information:**

Annually

- Budget and business plan
- Marketing strategy, PR and Communications Plan and updates
- Health and Safety Policy and report on incidents
- Equalities and Diversity Policy and Action Plan
- Insurance Certificate
- Audited accounts
- Annual operational review report
- Summary of membership

Six monthly

- Report to the Cabinet Member for Leisure, Culture, Tourism and Social Inclusion
- An analysis of financial actual figures against budget
- Copy of any promotional materials

The Lead Officer and the senior management of the Visit York will meet at least four times each year to monitor and review the agreement.

## **PARTNERSHIP REQUIREMENTS**

### **Visit York Ltd. will undertake to:**

1. Operate Visit York Ltd and the Visitor Information Centre in accordance with the recognised industry safety and public service standards, and, where relevant, a quality assurance programme.
2. Operate effective access and equal opportunities policies, which will give full consideration to the access needs of people with disabilities, different cultures and gender, and ensure that the Tourism offer where possible reflects their needs and integrates them fully.
3. Ensure that the funds allocated are used specifically for the provision of the agreed services and by the named organisation only.
4. Maintain appropriate insurance to cover public liability and employment liability.
5. Inform the Council of any changes to its Constitution, Management Committee or contact representative as soon as practicably possible.
6. Inform the Council of any changes to its charging policy, staffing arrangements or delivery of the service or activity as soon as practicably possible.
7. Notify the Lead Officer, or their representative, if unable to sustain the services as specified and return such part of any unspent support, allocated pro rata, as the City of York Council may determine.
8. Make provision for the inspection of the accounts by Council officers at any reasonable time, if requested, within 14 days.
9. Consult with the Lead Officer, or their representative, over any changes to partnership priorities.

10. Consult with the Lead Officer, or their representative, over staffing matters and recruitment of senior staff.
11. Keep and supply a copy of all minutes of all board meetings to the Lead Officer, or their representative.
12. Share assets where appropriate with CYC officers – particularly relevant databases and systems, as well as marketing messages and material.

In the event of Visit York committing a serious breach of its obligations under this agreement, the Council will be entitled to terminate this agreement by notice and reclaim on a pro rata basis such sum as represents all funding from the date of the breach. Any subsequent entitlement to funding will cease immediately.

In the event that the Members of the Company shall seek in a General Meeting to amend the Memorandum and Articles of Association of the Company without the consent of the Council such consent not to be unreasonably withheld and/or to remove a Director or Directors nominated by the Council without due cause, the Council will be at liberty to discontinue its support of the Company from the date of such General Meeting.

The terms of the agreement may be varied or the agreement terminated by mutual consent of the Organisation and the Council.

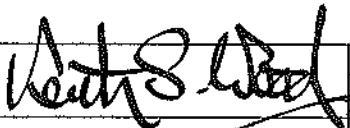
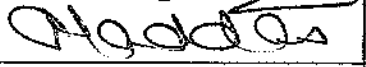
The Council's financial contribution in each financial year is subject to the budget-setting process, and funding will be in accordance with financial regulations.

**The City Council's financial contribution for 2012/ 13 will be £272,310.**

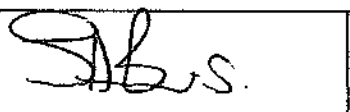
**GENERAL CONDITIONS**

1. The agreement will last for 3 year and end on 31st March 2015.
2. Any future level of funding and the specific service content will be renegotiated over this period in line with the review being undertaken by Visit York Board and Chief Executive. The intention is for the City of York Council to maintain funding value at current levels subject to satisfactory performance and agreement of key services rendered.
3. This agreement can be terminated by Visit York or City of York council by giving 3 months notice prior to each annual monitoring review.
4. Discussions will commence each year as part of the council's budget timetable regarding the renewal, extension or otherwise of the agreement.

**SIGNED ON BEHALF OF VISIT YORK**

		PRINT NAME
CHAIR		K. WOOD
CHIEF EXECUTIVE		G. RUDDAS
DATE	17/7/12	

**SIGNED ON BEHALF OF THE CITY OF YORK COUNCIL**

		PRINT NAME
LEAD OFFICER		SALLY BEWS
DIRECTOR	of Communities Neighbourhoods	
DATE	17/7/12	

# YORK HIGH SCHOOL AND COMMUNITY SPORT PROJECT



**energise**

**Service Level Agreement**

**Between**

**York High School**



**and**

**the City of York Council**



## **CONTENTS**

Section One	Mission, Objectives and Scope
Section Two	Roles and Responsibilities
Section Three	The Financial Arrangements
Section Four	Management and Administration
Section Five	The Agreement

Annex 1 Financial plan

## Section One: Mission, Objectives and Scope

### Introduction

- 1.1 This Service Level Agreement (SLA) covers the provision of the York High School and Community Sport Project (The Project). It is made between York High School (the School) and the City of York Council (the Council). It replaces the previous agreement dated December 2009. The School will exercise its responsibilities under the SLA through a governors' committee (the SCMC - Sports Centre Management Committee). The Council will exercise its responsibilities through the Assistant Director of Communities and Culture.

### Mission

- 1.2 The overarching mission for the Council (Communities and Culture) is "to make lifelong learning and culture opportunities available to more people, more often."
- 1.3 The Council will monitor and measure success of its mission statement through 4 outcomes. The aim is by 2013:
- **Vibrant Places and Spaces:** Local communities will be increasingly directing their own cultural activities, enjoying high quality events, facilities and open spaces
  - **Active Lifestyles:** York will have the highest participation rates in active lifestyles of any city in the country
  - **Learning:** The level of York adults participating in informal learning opportunities will be among the best in the country
  - **A Cultural Offer for Young People:** Young people in York will tell us that the city is among the best places to live in the country
- 1.4 In order for the Project to contribute to the above 5 outcomes, the Project will aim to:
- Provide new opportunities for young people and adults to be physically active through community sport and fitness programmes targeted to meet local needs.
  - Providing target opportunities for under-represented groups to take part in sport and physical activity.
  - Support local schools to improve their PE curriculum provision and enable them to offer five hours of high quality PE and school sport each week for all students.
  - Play a key role in the development of the local sporting infrastructure, working with other schools and community sport partners to plan strategically and co-ordinate opportunities and pathways in sport.
  - Improve sporting opportunities by providing high quality facilities which are managed in line with best practice to maximise opportunities for the community to take part and progress in sport.
- 1.5 These aims will be implemented as set out in the Sports Development Plans and will reflect a number of national, regional and local strategies. For example, National

strategies; Sport England, NGB whole sport plans, Department for Health, DCSF and DCMS, Regional strategies; North Yorkshire Sport and PCT, Local strategies; Active York, Sustainable Community Strategy, LAA and York High School Sports College and Development Plans.

### **Scope of facilities**

1.6 The following facilities are subject to this SLA terms for community use:

- reception area
- six court sports hall
- climbing centre
- dance studio
- fitness suite
- ICT teaching room
- cafe
- changing accommodation
- grass pitches
- tennis courts
- synthetic turf pitch
- community 6 lane, 25m swimming pool
- learner pool
- hydrotherapy suite
- changing village
- pool viewing area
- crèche

### **The service to be provided**

1.7 The Project will provide facilities, sports development, marketing and promotions, health and safety, and quality control functions.

1.8 The Project will develop the use of the facilities by the general public, local schools, School Sports Partnerships, a wide range of community sports clubs and groups, CYC Communities and Culture, the Local Primary Care Trust and the Youth Service. All these partners have a role to increase participation in sport and active leisure across the city.

1.9 Access to the facilities will be available seven days a week to the general public. The schools curriculum activities will be integrated with the community programme and with some of the facilities being jointly used e.g. in the climbing hall, a school PE lesson can run along side public access. The minimum opening times of the facilities must be:

Monday to Friday	7:00 am to 10:00 pm
Saturday	8:00 am to 6:00 pm
Sunday	8:00 am to 9:00 pm

1.10 The programming of the facilities will be the responsibility of the Project who must offer a broad range of activities and sessions as detailed below:



- Pool Programme – the time-table must cater for primary school swimming lessons, public learn to swim scheme, open public swims, fun sessions, aquafit, young at heart sessions, disabled sessions and offers access to community aquatic clubs. The swimming pool programme as a community pool will offer no free access to YHS, but could be hired in line with other school bookings.
  - The hydrotherapy pool: these will be exclusively used by ACE (Adults, Children and Education) to deliver pool activities to their client base between 9am-5pm, Monday to Friday. Outside of these hours it is the projects responsibility to maximise use through offering this service to the community.
  - Fitness suite and climbing wall: these facilities must be open to the public at all times, with reduced public access when shared with YHS pupils. Memberships are sold on this basis and provide the project with a major source of income.
  - Sports hall, dance studio, ICT suite, astro, tennis courts and grass pitches: these facilities will require use by YHS to allow the PE curriculum to be delivered throughout term time. However, the time-tabling of these facilities must ensure the community has some access for the project to deliver targeted sessions in the daytime.
  - Crèche: this is to be programmed as a sessional crèche service to allow parents/guardians the ability to use the sporting facilities on site.
- 1.11 All the facilities will be available for use by the public on a pay and play basis, for attending classes with coaching or instruction, and for club bookings for coaching and competition. There will be extensive development of Study Support/out of hours activities, including school holidays, through the School Sports Partnership Programme, York High School Extended Services and school club links programmes.

## **The Market**

### **Marketing and Promotion**

- 1.12 The name “Energise” has been agreed by the SCMC and the Council. The naming and branding is critical to ensuring that the public perceive the facility as a publicly accessible community facility.
- 1.13 A planned marketing and promotional plan must be in place to ensure marketing spend is effective and targeted, with the use of the City of York Council logo on all promotional material.
- 1.14 A Sports Development Plan must be maintained that places significant emphasis on marketing and promotion campaigns to develop and increase participation. For example, all of the following will be used during the development of the project:
- Marketing campaigns to communicate with and promote use by identified audiences.
  - Using the School Sports Partnership Programme to develop use by partner schools.
  - Complement development outlined in the York High School Sports College Plans.

- Promoting facilities and programmes to local community groups and residents associations through the partnership with the Community Development Team to attract non-traditional sports centres users.
- Working with Adult Education to develop a wide range of courses in sport, health and fitness and coach education.
- Developing the Activity User Groups (formally the Partnership Group) to increase club use, develop new junior sports activities and promote the coach education programme.
- Working with the Primary Care Trust, the Priory Medical Centre and the *Exercise on Prescription* project to promote activities to targeted groups with health issues.
- Health Road shows and events at schools for parents and children promoting the benefits of active lifestyles
- Website and newsletters for parents and students.

### Target Groups

1.15 People With Disabilities: The project will increase opportunities for people with disabilities by implementing the following measures:

- Providing access to facilities for Applefields Special School and Hob Moor Oaks Special School during curriculum time.
- Developing Study Support/out of school hours learning opportunities for special school students through the School Sports Partnership Programme.
- Developing secondary school leadership programmes to provide assistance for disability sports activities.
- Providing training and coach education to increase the number of volunteers, leaders and coaches supporting disability sport.
- Consulting with the Sport & Active Leisure, local disability partners and the Yorkshire Federation for Disability Sports to plan appropriate programmes for people with disabilities and to promote opportunities to individuals and groups.
- The facility will comply with all Sport England guidance notes regarding access by people with disabilities.
- Build on the success of achieving the Inclusive Mark from IFI (Inclusive Fitness Initiative) and ensure the criteria is continually met for reassessments.

1.16 Girls and Women: The project will develop opportunities for girls and women, and increase their participation by implementing the following measures:

- Developing effective consultation with girls through the Nike Girls in Sport project and through York High School Student Voice activities.
- Implementing curriculum changes in response to girls' views.
- Providing new opportunities and offering a wider choice of activities in PE and sport, through a girls football project, and new dance and health and fitness activities.
- Encouraging women to play sport through a Return to Sport programme linked to the Activity User Groups using the facilities.
- Increasing the number of female leaders and coaches to provide positive role models.

- Developing a female friendly community sports programme including women only sessions.
- Developing marketing campaigns that specifically target women.
- Ensuring that promotional materials reflect positive images of women and girls being physically active.

1.17 The Financially Disadvantaged: The local community area includes an area where employment is characterised by low paid and part-time work and a large part of the population rely on benefits for a significant part of their income. The SCMC will develop a pricing policy to meet the needs of families and individuals on low incomes.

1.18 Groups Identified by the Primary Care Trust: Consultation with the Primary Care Trust and the Priory Medical Centre has identified the following activities to be provided through partnership working:

- Exercise on Prescription courses for adults.
- Consultation sessions and exercise programmes targeting obese adults and adolescents.
- Exercise programmes and social interaction for the 60+ community, including Extend chair based exercise for immobile and elderly people.
- Exercise programmes targeting post-natal women and young families linked to the Sure Start programme.
- Referrals to physical activity programmes such as a Walk Your Way to Health programme, which will be based at the Project.

1.19 The role of the Leisure Centre Manager includes responsibility for marketing and promotion.

1.20 There will be significant involvement of stakeholders in this project through the Activity User Groups. This will ensure that the needs of partner groups and organisations are met.

### **Pricing**

1.21 The Project will support the principles of the City of York Council pricing policy including the application of the YorkCard, so that the pricing scheme is complementary to that of other local authority services.

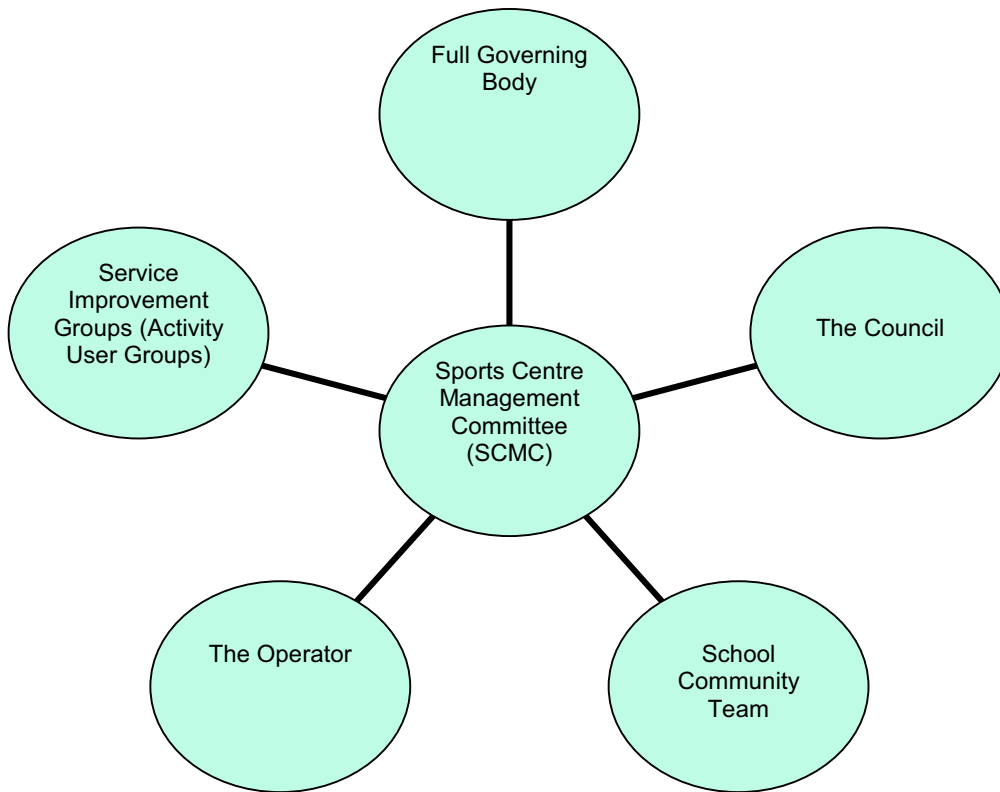
1.22 Income generation from “profitable” activities will be used to cross subsidise the Projects sports development activities and programmes aimed at increasing participation by target groups.

1.23 The project will develop a reward scheme for customer retention. Local agreements and “in kind” deals between clubs and the partnership to share resources in return of free or reduced lets can also be authorised by the facility manager.

## Section Two: Roles and Responsibilities

### Introduction

- 2.1 The School's Full Governing Body is legally accountable for both curriculum and community delivery and activity within the Project.
- 2.2 A sub committee called the 'Sports centre management committee' (SCMC) will have the decision making authority as agree by the full governing body. Information would be reported back to the full governing body via minutes and likewise they would feedback to the SCMC.
- 2.3 **The structure of the committee's**



### **The Sports Centre Management Committee (SCMC)**

- 2.4 The SCMC with its delegated authority to manage and make decisions for the project, will consist of: a minimum of two school governors, the School's Head Teacher, the School's Business and Community Manager, Head of Sport and Active Leisure and the Leisure Centre Manager (the operator), or their representatives. The SCMC will meet every two months (as a minimum) in order to:
- ⇒ Make decisions in line with the committees terms of reference
  - ⇒ Ensure effective implementation of this agreement
  - ⇒ Monitor and oversee the financial arrangements for the Project and agree corrective action as necessary
  - ⇒ Receive monitoring reports on the progress of the sports development plans
  - ⇒ Oversee the performance of the operator and ensure that the terms of the Service Level Agreement are met
  - ⇒ Agree expenditure from the sinking funds
  - ⇒ Plan for future developments and investments
- 2.5 Day to day management of this project will be delegated to the operator team. The school will provide a "client function" to monitor the operator team.

### **The Operator Team**

- 2.6 The SCMC will ensure that the Project is staffed by a high quality operator team capable of playing a proactive sports development role and having the skills to deliver a high quality service to meet the needs of the project. The operator team will be managed and led by a Leisure Centre Manager who will undertake the daily management and operation of the sports facilities and community programmes.
- 2.7 The role of the Leisure Centre Manager includes responsibility for:
- All financial control to include: income and expenditure systems, financial reports to SCMC, working directly with the school's finance team [SA1] and managing all systems to comply with CYC auditing protocols.
  - Control of the leisure centre building including access and programming of all activity areas, providing a robust system to allow PE curriculum and reasonable extra-curricular programming, health and safety procedures, maintenance planned and reactive, cleaning and quality standards.
  - Sport Development Plans for the project
  - Marketing and promotions - A planned approach to all activity as identified through a marketing plan.
  - Quality management and continuous improvement - implement and maintain systems to include complaint handling, customer satisfaction and feedback.
  - Stakeholder involvement – Communicate with all stakeholders and engage with as appropriate, lead customer forums to strategic steering groups.
  - Providing reports and information as requested by the client manager
- 2.8 The operator team must remain "quality assured" using a quality management system which has been certified or accredited, such as Quest, designed to improve organisational performance and achieve success in the following dimensions:

- Customer focus.
- Leadership.
- Employee involvement.
- Process and systems approach.
- Continuous improvement.

### **School Community Team**

2.9 The role of the school's Community team will be to provide the SCMC reports on the performance of the operator and project. This team is led by the Business & Community Manager as "the client" and includes involvement from other school support services. This client role will include responsibility for:

- Client management of the operator team monitoring:
  - Staffing levels and costs.
  - Customer satisfaction.
  - Quality standards e.g. cleanliness
  - Health and safety.
  - Financial procedures.
  - Sports development targets.
- New business generation.
- Provide financial accounting as part of the extended schools service.
- Sourcing of extended funding for the project through writing of grants, seeking sponsorship, partnership with outside bodies, etc.
- Maximising community use of the whole site.

### **Service Improvement Groups – Activity User Groups**

2.10 The operator will set up activity user groups with the aim to receive direct feedback from actual users (individuals, teams, clubs and organisations) in the development of activities, facilities and future plans. For example, the climbing user group will be asked for feedback on route setting, competition opportunities and pricing to enable the operator to provide a customer focused service.

2.11 These user groups will be identified and agreed with the SCMC to feed into strategic plans.

### **The Council**

2.12 The Council will:

- ⇒ Provide an annual grant to the Project to support the community delivery aspects of the Project
- ⇒ Provide professional advice and guidance for the Project
- ⇒ Ensure that the Project is clearly connected with Active York and the City's sport and active leisure strategy

## Annex A

2.13 Until 31 March 2011 the operator team will be provided by the Council's Sport & Active Leisure Service. From 1 October 2010 York High School governors can at any time give 6 months' notice to terminate that arrangement.

2.14 Should the SCMC terminate the initial staffing arrangement it will conduct a process for determining how the staff team will be provided that:

- ⇒ Complies with the Council's Financial Regulations
- ⇒ Ensures Best Value
- ⇒ Benchmarks favourably against the current operator arrangement
- ⇒ Will ensure delivery of this SLA
- ⇒ Will comply with all relevant legislation including TUPE

### Overview

2.15 The following table provides an outline of the delegated authority:

	The Community Team	SCMC	The Activity User Groups	The Operator team
Approval for the strategic direction of the project		X		
Production of annual business, finance, marketing and promotional plans				X
Produce, develop and implement the sports development plans				X
Setting overall pricing policy and annual review		X		
Setting prices and offering free or reduced priced promotional activities				X
Employing the Operator		X		
Client role including monitoring and reporting on the operators performance	X			
Performance monitoring and reporting of income, expenditure and cash flow on a weekly basis				X
Day to day operation of the facility including all aspects of health and safety				X
Responsibility of management of bookings				X
Programming and timetabling of sports facilities to maximise community use whilst ensuring delivery of a high quality curriculum				X
Authorisation of any additional major activity		X		

or expenditure outside the business and financial plan				
Joint approach to whole site issues including health & safety, fire procedures, etc.	X			X
Financial administration including processing of orders, invoices, income, maintaining financial records and monitoring				X
Financial accounting for the projects extended school bank account including grant payments to the operator and manage sinking funds appropriately.	X			
Reviewing the quality of provision from both school and operator staff		X		
Employment of operator staff				X
Consulting the community through activity user groups and non user surveys				X
Developing use of the facility by new groups	X		X	X
Monitor the quality of service provision by reporting on customer satisfaction				X
Ensure effective programme in place for planned and reactive maintenance				X
Seeking new business opportunities and sources of funding	X			X

### Contact and communication

2.16 The principal contact within the Council's Communities and Culture Department is the Head of Sport and Active Leisure. The principal contact within York High School is the Business & Community Manager.



## **Section Three: The Financial Arrangements**

### **Introduction**

- 3.1 The School will be the accountable body for the Project under powers granted by the Education Act 2002.
- 3.2 The School will establish a separate bank account for the Project to be managed as an extended school service. This fund will be ring-fenced to the Project.
- 3.3 The Council will pay an annual grant to the School. The level of grant will be set out in the agreed Financial Plan. This grant will be paid in advance, in two instalments. The grant will be annually adjusted based on a composite of 3 inflation rates that the Council uses in its own budget process. The Council may also adjust the grant to reflect other factors, for example, impact of salary costs, loan repayments or where longer term savings have been identified. The Council will inform the SCMC by 1 January in each year of the level of grant that it will make available in the following financial year.
- 3.4 An associated sinking fund will be established in the extended school bank account and managed by SCMC, to hold funds to be used for long term maintenance and renewal of facilities. A capital renewals schedule is required to reflect the asset management plan and future sustainability of the venue. The level of payment into the sinking fund will be as set out in the Financial Plan. Expenditure from the sinking fund is to be approved by the SCMC.
- 3.5 The school will pay a management fee to the Operator team. This fee will be paid in two, six monthly instalments in advance. The level of fee will be as set out in the financial plan to cover all the transactional costs of running the service.
- 3.6 The operator will be responsible for managing all the financial transactions of income and expenditure using their own business and financial management systems. The operator is responsible to audit their own systems and share the reports with the SCMC. As part of the client role the school must have the ability to audit the operator if it feels necessary.
- 3.7 The operator at year end will report back to the SCMC the financial performance and any surplus paid back to the project (YHS Extended school account) to supplement the sink funds.

### **Managing the Operational Surplus/Deficit**

- 3.8 Any surplus at the end of the financial year over and above the target set out in the Financial Plan will be divided in two: Half will stay within the project and half will be paid to the Council, up to the value of the grant paid in the year the surplus was made. Amounts over the level of the grant awarded would go to the project. Any deficit will be handled in the first instance by reducing the amount to be paid into the sinking funds in that particular year.

- 3.9 In the event of the Project falling short of projected income by a greater amount than can be compensated by reduced payments as set out in 3.11 above, the Leisure Centre Manager must manage this in the first instance by adjustment of programming, pricing and staffing. Any ongoing problem must be reported to the SCMC and then to the Full Governors and the School Funding and Monitoring Officer in the CANS finance team at the earliest opportunity so that any necessary action can be agreed.

## Section Four: Management and Administration

### Agreement Period

- 4.1 This SLA will operate from February 2011 until 31 March 2016.
- 4.2 This SLA will be reviewed annually and will be amended as appropriate by agreement of the School and the Council in the light of continuous service improvement and changes in Council policy reflecting the needs of customers and developing service objectives.

### Premises

- 4.3 As a dual use building, premises costs are complex to apportion between the School, for educational services and the Project, for community sport. The Local Agreement defines three types of area:
- Swimming pool facilities
  - Shared areas
  - School areas
- 4.4 Planned maintenance revenue costs: these will be made by the operator from project funds within budget limits set out in the agreed Financial Plan. A contribution from the school must be made to cover the level of educational use. The apportionment will be itemised in the Financial Plan to reflect the appropriate level of contribution to each contract.
- 4.5 Reactive maintenance revenue costs: these will be made by the operator from project funds within budget limits set out in the agreed Financial Plan. However, due to the nature of some reactive maintenance issues, the apportionment between the School and the Project will be dealt with on a case by case basis.
- 4.6 Other revenue premises costs (Energy, cleaning, rates, refuse collections): these shall be apportioned between the School and the Project according to the level of community use and educational use. Where costs can not be broken down clearly, a formula is to be used of 70% project and 30% school. This formula will be reviewed annually as part of the financial planning process.
- 4.7 Project sinking funds are required to establish capital renewal plans and long term maintenance. Annual payments made into a sinking fund are set out in the financial plan. There are two sinking funds to be held in the schools extended school bank account:
- Synthetic Turf Pitch sinking fund – As a Sport England requirement the project must provide a future fund to replace the surface at the end of its life.
  - Project sinking fund – This fund is required to consider the building requirements for the next 20 years and ensure reinvestment and replacement to allow the facility to operate safely and effectively.

- 4.8 The school have responsibility for capital replacement costs of the rest of the facilities (with the exception of the swimming pool facilities – See below) as detailed in the local agreement as “shared areas” and “school” areas. The project is expected to contribute to the capital replacement as identified in the Asset Management Plan but apportioned between the School and the Project according to the level of community use verse educational use.
- 4.9 Responsibility for the capital renewal of the “swimming pool facilities” as detailed in the Local Agreement will be as follows:
- Foreseeable major capital renewal and replacement of plant, equipment, amenities and fittings for example; replacement of filters and plant, lockers and cubicles, floor finishes. These items will be identified in the Asset Management Plan to reflect the requirements of the building maintenance guide. These will be covered from the project sinking fund.
  - Unforeseeable building failures for which it is not feasible to make financial plans e.g. failure of the tank or building structure, will be the responsibility of the Council.
- 4.10 Building insurance and third party/public liability insurance is the responsibility of both the Council and the School. Under the current arrangements both parties are co-insured under one policy.

### **Monitoring and review**

- 4.11 Review meetings between the Business & Community Manager and the Leisure Centre Manager will be held monthly to discuss operational, performance and budget issues. They will report jointly to the SCMC.
- 4.12 Service standards and performance indicators are set out in the SLA and the ongoing Improvement Plans. Service monitoring will be undertaken by the following methods:
- By achieving nationally recognised standards for quality e.g. QUEST, IFI Mark, NGB approved centre
  - By analysis and benchmarking of national and local service standards
  - By jointly setting targets and performance indicators
  - Through a variety of customer surveys ranging from the city wide Residents Opinion Survey to site specific surveys

### **Reporting arrangements**

- 4.13 The Project must maintain a range of documents to ensure a planned and effectively delivered service, these include:
- Finance plan with detailed financial projections at least 3 years ahead. This forms part of this service level agreement.

- Sports development plan that will contribute to the process of sports development throughout the City of York as a whole.
- Marketing plan with detailed promotional calendar.
- Asset management plan.
- Health and safety plan.
- Quality assurance plan.

4.14 SCMC will report to:

- The Executive Member for Leisure, Culture and Social Inclusion (6 monthly)
- School Funding and Monitoring Officer in the ACE finance team (3 monthly)
- The full Governing Body (4 Monthly)

**Charging Arrangements and Payment Procedure**

- 4.15 The Council will make its first grant payment on the 1 April and the second payment on the 1 October each year, to the School's Extended School account.
- 4.16 The Operator will submit in writing at least 5 working days prior to the start of each period, a statement seeking payment for their services to the school. The statement will show the agreed amount due for planned work as set out in the agreed financial plan and the sums to be added in consideration for any additional work agreed in advance by the SCMC or Business & Community Manager.
- 4.17 Subject to checking and rectification at the first available monthly monitoring meeting the school will pay the Operator within 10 working days of receipt of the statement.
- 4.18 In the event of industrial action or any other reason that the operator is unable to facilitate the opening of the centre the SCMC reserves the right to operate the facility subject to the SCMC having insurance cover and being able to comply with all relevant regulations and legislation.

**Arbitration**

- 4.19 It is anticipated that any dispute over the terms of this agreement will be resolved by the officers responsible for its delivery in both organisations but, should a matter not be able to be resolved by discussion, then the matter will be referred to the Head of Civic, Legal and Democratic Services for resolution, whose decision will be binding on both parties.

**Variations**

- 4.20 The Council or School may make proposed variations to the terms of this service level agreement. Both parties must agree in writing to any variations, otherwise refer to arbitration.

**Section Five: The Agreement**

This agreement is made between

Signed:

\_\_\_\_\_

Name in capitals

\_\_\_\_\_

York High School

Date

\_\_\_\_\_

and:

Signed

\_\_\_\_\_

Name in capitals

\_\_\_\_\_

Assistant Director of Communities and Culture

Date

\_\_\_\_\_



## **City of York Council and York Wheels Limited**

### **Service Level Agreement for community transport services**

**1 April 2012 to 31 March 2014**

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## Section One – The Agreement

### 1.1 The Agreement

This is a Service Level Agreement (SLA) between City of York Council (CYC) (the Client) and York Wheels Limited (YW) (the Service Provider) for the provision of community transport services. The agreement describes the nature of the services, the standards to which they will be delivered and how performance and customer satisfaction will be monitored and reviewed. The SLA will run from 1 April 2012 until 31 March 2014.

## Section Two – Service Provision and Objectives

### 2.1 Service Objectives

In summary, the services to be provided under this agreement are:

- Provision of transport to York Wheels' service users;
- Provision of minibus-based services, including Dial & Ride;
- Provision of co-ordination and support for volunteer car based services.

### 2.2 Dial & Ride

CYC will provide funding to YW for the provision of YW's Dial & Ride service.

The main objectives of this service are:-

- To provide transport to York residents who cannot use other local bus services to access local shops.
- To provide basic assistance to passengers with boarding and alighting and with carrying light goods.

YW should aim to meet these objectives in an efficient and cost-effective manner, against the underlying ethos of continuous

service improvement to the highest standards of performance and customer satisfaction.

YW's Dial & Ride service will allow all qualifying York residents to make one trip each week to (a) the city centre and (b) an edge-of-town food store. This represents the 'Core Service'.

### **2.3 Areas served**

Services are provided to people living within the City of York boundary as it stands on 1 April 2012.

### **2.4 Adding or amending Dial & Ride journeys within the SLA**

CYC encourages the development and expansion of community transport services and making the best use of the assets provided. CYC has prepared this service level agreement to allow YW the opportunity to develop the service to best serve the needs of the residents it serves. As such, the grant is not apportioned to any particular areas of spend.

YW has already developed additional one-off journeys to complement the core Dial & Ride service in 2011 and it will aim to develop these further depending on passenger demand. YW will notify CYC of any proposal to change the core service, times of operation and destinations served giving at least 14 days notice.

### **2.6 Provision of Equipment and Accommodation**

YW will act as the registered keeper for 4 accessible minibuses as detailed in Annex A.

CYC will consult with YW over the specification of any vehicles procured to replace those in Annex A at any time.

CYC will provide overnight accommodation for those vehicles listed in Annex A or their replacements and make no separate charge for this. Changes to this accommodation will be arranged in consultation with YW. YW will be responsible for ensuring that the vehicles are returned to the designated accommodation out-

of-hours unless a vehicle is away from the area for operational or maintenance reasons: Where this is the case, YW will be responsible for ensuring the security of that vehicle(s).

CYC will provide office accommodation for one member of staff at its offices and make no separate charge for this. CYC is providing this accommodation principally for the operation of the Dial & Ride booking service but YW will be able to use this for its other transport services if required. The office accommodation will be equipped with standard office equipment.

CYC will allow access to vehicle bodywork washing equipment. YW will be responsible though for all routine and reactive cleaning of internal areas of the vehicle, including upholstery.

## **2.7 Accessibility for All**

As a minimum, all printed material should be in a font size of 14 point. All printed information must also be available, upon request, in large print, Braille or audio format. This should be advertised on all printed material. It must also be available, upon request, in other languages. An example of a language panel is included in annex two. Something similar should be included in all publications with the relevant YW contact details. The cost of provision of these services will be covered by YW.

## **2.8 Fuel**

YW will be responsible for procuring and paying for all vehicle fuel used and claiming bus service operators grant or any other fuel-related payment that may replace it.

CYC will allow YW to draw fuel from pumps at its Hazel Court site for use in its minibuses. If YW takes up this option, CYC will recharge YW quarterly in arrears at cost.

## **2.9 Iconography and Logos**

The use of the Dial & Ride iconography is encouraged on all information provided to the public. This will help to provide consistent branding across the city.

Mention should also be made to the partnership arrangement between CYC and YW in any information produced relating to the services. An example sentence would be 'This service is supported by City of York Council'. Where appropriate the CYC logo should be included.

### **Section Three - Service Standards and Performance Indicators, Service Monitoring, Reporting and Review**

#### **3.1 Service Standards**

YW will ensure that its services contribute to making the city accessible for residents and that all services complement the local bus, Hackney Carriage and private hire vehicle (PHV) networks. In particular, YW will ensure that:

- Equipment used is clean and well maintained;
- Frontline staff members are presentable and, where necessary, wearing the appropriate Personal Protective Equipment (PPE);
- Staff behave in an appropriate way to customers and each other; and
- Health and Safety procedures are followed.

New members of the driving and booking teams should be fully trained prior to starting their employment. Some practical health and safety training can be delivered by the CYC Operations Manager, upon request.

YW will collect data (or use the database and spreadsheet-based systems that CYC has provided to record data) on the performance of the services for reporting to CYC, as described in section 3.2.

YW will ensure that customers are able to make bookings for Dial & Ride between 09.00 and 12.00 each normal working weekday.

YW will ensure that a Dial & Ride service operates (if required) on all normal working weekdays. For the avoidance of doubt, this includes a service on those working days that fall between 27 and 31 December inclusive but this may be a reduction from the full service. YW will aim to make reasonable adjustments to the regular service around holiday periods to enable customers to travel when their usual journey would fall on a public holiday.

### **3.2 Performance Indicators**

It is important that the services are regularly monitored, to identify opportunities for performance improvement. Dial & Ride contributes towards one of CYC's Performance Indicators (within the Council's Local Transport Plan 2011-2031): LI6 - Use of Demand Responsive Passenger Services (Journeys).

YW must aim to increase the overall performance of its services and benchmark these against other similar schemes. Where scheme performance falls below the current average performance levels, as detailed below, action must be taken by YW to increase it.

YW will be required to provide performance information to CYC at agreed times as detailed below, however CYC reserves the right to request any of this data from YW at more frequent intervals.

Indicator	Ongoing / time limited	Target for 2013/14	Comments
<b>Measured targets</b>			
Passengers making journeys on Dial & Ride service in a 12 month period	Ongoing	5% growth on 2009/10 figure	
Passenger journeys on Dial & Ride minibuses	Ongoing	8% growth on 2009/10 figure	This figure will include core timetable and special excursions. Standard definition of passenger journey used.
Reliability – percentage of advertised core-timetable Dial & Ride journeys operated	Ongoing	99% all years	Journeys with no passengers booked are excluded.
Punctuality (Dial & Ride only) <ul style="list-style-type: none"> <li>a) Percentage of passenger journeys where the passenger is picked up from their home within the specified time band;</li> <li>b) Percentage of inbound journeys that reach their destination on or before time;</li> <li>c) Percentage of return journeys that leave between 1 minute early and 5 minutes late.</li> </ul>	Ongoing	Not set	At present, data is not collected and it is not reasonable to do so. However, passenger survey results usually provide a proxy for this indicator. However, in future years, it may be appropriate to identify and report against a punctuality indicator.
Passenger journeys provided through the volunteer car scheme.		1% growth each year	This figure only includes ‘cash’ jobs, i.e. not those requested by other agencies,

			such as Yorkshire Ambulance Service, which can fluctuate year-on-year.
<b><i>Development targets</i></b>			
Improved fuel efficiency across Dial & Ride fleet	1 year with review at that point		Expected to be addressed through staff training.
Acceptance of Taxicards on Dial & Ride and car scheme			
Special excursions		Further weekday daytime services. In future years, journeys outside normal hours will be trialled, such as evening social trips and weekend journeys	

### 3.3 Reporting and Review

Review meetings will be held, between CYC and YW, at agreed intervals throughout the SLA to review the performance of the services. Other issues will be discussed as and when required.

YW is required to provide a brief report on performance every six months. This should include commentary on the following:

- Core Dial & Ride operations, notably any unplanned discontinuity of service and operational problems;
- Delivery of development targets agreed at the beginning of the year.

## Section Four – Responsibilities of the Service Provider

4.1 YW, as the service provider, will undertake specific responsibility for the following areas:

- Carry out a risk assessment of the services at least annually.
- Ensure that it carries an adequate level of public liability and employee insurance to indemnify CYC from all actions, claims and costs relating to injury (including death) or loss of or damage to property which arises out of YW's failure or negligence in providing the service and which is not attributed to the negligence of CYC or its officers. This will be to the value of at least £5 million and £10 million for public liability and employee insurance respectively.
- Ensure that its staff members are adequately trained and equipped for the job.
- Ensure that Health and Safety policies relating to manual handling, working in traffic, safe operations within the Hazel Court site, etc. are in place and adhered to.
- Ensure that it has adequate staff to carry out the work contained within this SLA, including holiday and sickness cover arrangements.
- Advise CYC at the earliest opportunity of any problems or delays in service provision.



- Carry out daily vehicle checks as advised by CYC's Fleet Manager. YW will report all vehicle defects to CYC in a timely manner and will not continue to use the vehicle if not safe to do so or there is uncertainty as to whether a vehicle is safe.
- Co-ordinate with CYC or its agents to make the vehicles available for routine and reactive maintenance. CYC will pay for all maintenance and repairs to the vehicles, except where YW or its staff are directly responsible for any damage. CYC will pay for any vehicle excise duty or charges for small bus ('section 19') permits due on any of the vehicles listed in Annex A or their replacements. CYC will not be responsible under this SLA for paying for any additional permits or service registration fees, for example community bus ('section 22') permits.
- Ensure that maximum passenger and luggage capacities of the minibuses are not exceeded and that any luggage carried is sufficiently restrained. Minibuses must not carry standing passengers at any time.
- Ensure that no passenger shall be on a minibus for longer than 1 hour except where a journey is unexpectedly delayed by streetworks or other traffic delays or where passengers know in advance that this will be the case, for example on longer excursions outside of York. Where this is the case, adequate breaks will be planned as part of the excursion.
- Ensure that all staff members in contact with passengers have the appropriate criminal record checks before being allowed to start work.
- Maintain a record of driver licensing checks for all drivers.

### **Section Five – Responsibilities of the Client**

- 5.1** CYC, as the Client, will undertake responsibility for managing the SLA and for liaising with YW to ensure its obligations are fulfilled.

CYC will undertake regular reviews of the SLA, as detailed in section 3 and provide feedback regarding performance to senior management and council Members, as appropriate.

CYC will ensure that the council's website is updated with information pertaining to the Dial & Ride service. Information will also be provided to the York Customer Centre, so that its staff members are aware of the SLA and are able to deal with enquiries pertaining to the services.

## **Section Six - Legal and regulatory compliance**

**6.1** YW will be responsible for ensuring that the relevant legal obligations have been met for its operations. This should include appropriate insurance. Copies of policies and certificates should be made available for CYC inspection upon request.

## **Section Seven – Service Costs and Payment Terms**

### **7.1 Service Costs**

The payment made through this SLA includes payment for the following in relation to the Dial & Ride service:

- Contribution towards staff costs, including uniforms;
- Management and administration of the service level agreement;
- Contribution towards fuel;
- Contribution towards telecommunications, postage and photocopying;
- Staff training; and
- Publicity, leaflets and advertising.

In addition, CYC will allow YW to claim, without seeking recharge, additional grants and income relating to the delivery of Dial & Ride, including but not limited to:

- Bus service operators grant or any future fuel-related payment or rebate; and
- Concessionary fare reimbursement for Dial & Ride passengers without any reduction for additional trip generation.

The SLA excludes payment for the following items, relating to the Council-owned vehicles, which will be borne by CYC:

- Routine maintenance and repairs (except where these are the direct result of the actions of York Wheels or its staff); and
- Vehicle insurance.

CYC will be responsible for payment to YW under the SLA. Following receipt of monthly invoice and, when due, service report from YW, CYC will make prompt monthly payments. There will be twelve monthly payments each year: the first payment (April) will be £6,200; eleven subsequent payments will be £5,800 each.

Invoices should be sent to [invoices@york.gov.uk](mailto:invoices@york.gov.uk) or City of York Council, PO Box 999, York, YO1 0EG.

CYC will invoice YW quarterly in arrears for any fuel drawn from its supply.

**Section Eight - Signatories to the Agreement**

**8.1** This agreement is made between City of York Council and York Wheels Limited.

**On behalf of City of York Council:**

Signed:

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Name in capitals:

---

Job Title:

---

Date:

---

**On behalf of York Wheels Limited:**

Signed:

---

Name in capitals:

---

Job Title:

---

Date:

---

**Annex 1 – Asset list**

FJ04 AZC - 12 seat Iveco minibus with tail lift

FJ04 AZD - 12 seat Iveco minibus with tail lift

FE60 XOH - 12 seat low floor accessible minibus; Mercedes chassis with VDL Kuster body; 3 sets of wheelchair restraints.

FE60 XOJ - 12 seat low floor accessible minibus; Mercedes chassis with VDL Kuster body; 3 sets of wheelchair restraints.

**Annex 2 – language panel**

**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

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## **Loans & Grants Scrutiny Review**

### **Proposed Officer Guidance for Issuing of Grants & Loans**

A grant can be defined as a contribution or subsidy (in cash or in kind) given by the Council to another organisation for a specified purpose. Grants must be conditional upon the delivery of specified standards or outputs and be subject to the production of regular monitoring reports and the delivery of agreed outcomes.

A loan is a contribution that will be repaid at a specified point and will be charged interest. No loans will be offered or made to any organisation without the specific approval of the s151 officer (Director of CBSS) and any situation where a loan is considered appropriate must be discussed with the relevant finance manager before progressing further.

When deciding whether or not to award a grant the Council must:

- Complete a risk assessment.
- Prepare a brief summary of the reasons for awarding the grant, including the criteria used to make the decision.
- The decision to award a grant must be made by a chief officer and be recorded.
- Ensure it has reviewed the financial position of the organisation receiving the grant. This is to make sure that public subsidy is actually needed and that the funding can not come from alternative sources, such as the organisations own reserves.
- Ensure a service level agreement (SLA) is in place. The SLA must cover the following core items:
  - An overview of how the funding allocated by the Council will be spent
  - How the funding will enable the achievement of the Council's priorities
  - The total amount awarded and over what time periods
  - Any conditions attached to the funding e.g. to be match funded.
  - Arrangements for any repayment should the specified conditions not be met
  - A clear and meaningful summary of the outcomes/outputs that should be delivered as a result of the grant funding.
  - Monitoring arrangements – as a minimum the organisation must report back to a named officer at the Council at least twice a year. This report must cover things such as any activities undertaken to date, outcomes achieved and amounts spent to date
  - When the amount of funding given will be reviewed
  - Arrangements for a final report that sets out the outcomes achieved from the funding given

- The SLA must be fair and reasonable and give a transparent and meaningful summary that can be shared with all stakeholders, including members of the public.
- Confirmation that alternative sources of funding to support the organisation / project have been explored.





**City of York Council and [insert organisation name]**

**Service Level Agreement for [insert title of services provided]**

**[insert dates agreement covers]**

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<b>Section nine</b>	<b>Signatories to the Agreement</b>	<b>Page #</b>

<b>Section One – Summary</b>
------------------------------

<b>Name of organisation</b>	
<b>Type of organisation (eg Community Group, private company, etc.)</b>	
<b>Brief purpose of funding</b>	
<b>Amount</b>	
<b>Period covered by SLA</b>	
<b>Date due for review</b>	
<b>Approved by</b>	
<b>Brief summary of why the grant has been approved</b>	
<b>Date approved</b>	
<b>Date sent to Finance Manager and OCE Partnerships Officer</b>	

<b>Section Two – The Agreement</b>
------------------------------------

### **2.1 The Agreement**

This is a Service Level Agreement (SLA) between City of York Council (CYC) (the Client) and [insert organisation name] (the Service Provider) for the provision of [insert brief details of service provided]. The agreement describes the nature of the services, the standards to which they will be delivered and how performance will be monitored and reviewed. The SLA will also specify the terms under which CYC will withhold payments or request reimbursement. The SLA will run from [insert date] until [insert date].

<b>Section Three – Service Provision and Objectives</b>
---

### **3.1 Service Objectives**

The services to be provided under this agreement are:

- [insert details of service provided]
- [insert details of service provided]
- [insert details of service provided]

#### **Section Four - Service Standards and Performance Indicators, Service Monitoring, Reporting and Review**

##### **4.1 Service Standards**

[This section should include the minimum standards the organisation is expected to meet. It could include making the service accessible, ensuring all staff are appropriately trained, opening hours, payment of a Living Wage etc.]

##### **4.2 Performance Indicators**

It is important the all services are regularly monitored to identify opportunities for performance improvement. [insert organisation name] is expected to provide key performance information to the Council in accordance with the schedule set out below. The Council reserves the right to request data from [insert organisation name] at more frequent intervals. Key performance indicators for this agreement include;

- [Insert details of performance information required and date by when it should be received]
- [Insert details of the individual responsible for providing the performance information]

##### **4.3 Reporting and Review**

Review meetings will be held, between CYC and [insert organisation name], at agreed intervals throughout the SLA to review the performance of the services. Other issues will be discussed as and when required.

[insert organisation name] is required to provide a brief report on performance every [insert time period – at least every 6 months]. This must include commentary on the following:

- Progress against the original objectives
- Amount spent and details of spend
- Customer satisfaction / feedback
- [include details of any other key areas here that should be set at the start of the process]

### **Section Five – Responsibilities of the Service Provider**

**5.1** [insert organisation name], as the service provider, will undertake specific responsibility for the following areas:

- Carry out a risk assessment of the service at least annually
- Ensure it carries an adequate level of insurance
- Ensure any staff members are adequately trained and equipped for the job
- Ensure health & safety policies are adhered to
- Ensure adequate staff are available to carry out the work contained within this SLA, including holiday and sickness cover arrangements.
- Inform the agreed named officer within CYC at the earliest opportunity of any problems or delays in meeting the requirements set out in this SLA.
- [any other specific requirements]
- [any other specific requirements]
- [any other specific requirements]

### **Section Six – Responsibilities of the Council**

**6.1** CYC will manage the SLA and for liaison with [insert organisation name] to ensure its obligations are fulfilled.

CYC will undertake regular reviews of the SLA, as detailed in section 3 and provide feedback regarding performance to senior management and council Members, as appropriate.

The finance and performance monitoring report to Cabinet will include a specific section on grants and, at least every six months, information on newly awarded grants will be provided.

### **Section Seven - Legal and regulatory compliance**

**7.1** [insert organisation name] will be responsible for ensuring that the relevant legal obligations have been met for its operations. This should include appropriate insurance. Copies of policies and certificates should be made available for CYC inspection upon request.

### **Section Eight – Service Costs and Payment Terms**

#### **8.1 Service Costs**

The payment made through this SLA includes payment for the following in relation to the [insert description of service]:

- [insert areas the funding is intended to support]
- [eg staffing, premises costs, staff training, publicity leaflets etc.]
- [include any payment in kind, eg use of premises or equipment]

CYC will be responsible for payment due under the SLA. Following receipt of relevant monitoring information and, when due, service report from, CYC will make prompt payment. [include specific details here of when payments will be made and amounts]. No funding will be released until this agreement has been signed by both parties.

A purchase order will be raised by the Council on receipt of a signed SLA. Invoices will only be paid when quoting a purchase order number and should be sent to [invoices@york.gov.uk](mailto:invoices@york.gov.uk) or City of York Council, PO Box 999, York, YO1 0EG.

### **Section Nine- Signatories to the Agreement**

**9.1** This agreement is made between City of York Council and [insert organisation name].

**On behalf of City of York Council:**

Signed:

---

Name in capitals:

---

Job Title:

---

Date:

---

**On behalf of [insert organisation name]:**

Signed:

---

Name in capitals:

---

Job Title:

---

Date:

---

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**DATED**

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**GRANT FUNDING AGREEMENT**

between

**[NAME OF FUNDER]**

and

**[NAME OF RECIPIENT]**

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THIS DEED is dated [DATE]

## **PARTIES**

- (1) [NAME OF FUNDER], whose principal address is at [ADDRESS] (**Funder**).
- (2) [NAME OF RECIPIENT], [RELEVANT DETAILS OF LEGAL STRUCTURE] whose principal address is at [ADDRESS] (**Recipient**).

## **BACKGROUND**

- (A) The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (B) This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- (C) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

## **AGREED TERMS**

### **1. DEFINITIONS**

In this Agreement the following terms shall have the following meanings:

**Bribery Act:** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**Commencement Date:** [START DATE].

**Governing Body:** the governing body of the Recipient including its directors or trustees.

**Grant:** the sum of £[AMOUNT] to be paid to the Recipient in accordance with this Agreement.

**Grant Period:** the period for which the Grant is awarded starting on the Commencement Date and ending on [DATE BY WHICH THE GRANT MUST BE SPENT].

**Intellectual Property Rights:** all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and

Know-How however arising for their full term and any renewals and extensions.

**Know-How:** information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

**Prohibited Act:** means:

- (a) offering, giving or agreeing to give [to any servant of the [Funder **OR** Crown]] any gift or consideration of any kind as an inducement or reward for:
  - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the [Funder **OR** Crown]; or
  - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the [Funder **OR** Crown];
- (b) entering into this Agreement or any other contract with the [Funder **OR** Crown] where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Funder;
- (c) committing any offence:
  - (i) under the Bribery Act;
  - (ii) under legislation creating offences in respect of fraudulent acts; or
  - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the [Funder **OR** Crown]; or
- (d) defrauding or attempting to defraud or conspiring to defraud the [Funder **OR** Crown].

**Project:** the project described in Schedule 1.

**Project Manager:** the individual who has been nominated to represent the Funder for the purposes of this Agreement.

**2. PURPOSE OF GRANT**

- 2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.
- 2.2 The Recipient shall not make any significant change to the Project without the Funder's prior written agreement.
- 2.3 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Funder in advance of its intention to do so and, where such funding is obtained, it will provide the Funder with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this Agreement.

**3. PAYMENT OF GRANT**

- 3.1 Subject to clause 12, the Funder shall pay the Grant to the Recipient [in quarterly instalments in advance] in accordance with Schedule 2, subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Funder has available funds.
- 3.2 No Grant shall be paid unless and until the Funder is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 3.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 3.4 [The Grant shall be paid into a separate bank account in the name of the Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual representatives of the Recipient.]

3.5 [The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Funder.]

3.6 The Recipient shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

#### 4. **USE OF GRANT**

4.1 The Grant shall be used by the Recipient for the delivery of the Project in accordance with the agreed budget set out in Schedule 3. For the avoidance of doubt, the amount of the Grant that the Recipient may spend on any item of expenditure listed in column 1 of Schedule 3 shall not exceed the corresponding sum of money listed in column 2 without the prior written agreement of the Funder.

4.2 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the budget in Schedule 3 together with a clear description of what that funding shall be used for.

4.3 The Recipient shall not use the Grant to:

- (a) make any payment to members of its Governing Body;
- (b) purchase buildings or land; or
- (c) pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by the Funder.

- 4.4 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.
- 4.5 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Funder or, if agreed in writing by the Funder, shall be entitled to retain the unspent monies to use for charitable purposes as agreed between the parties.
- 4.6 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the Funder for this purpose.

5. **ACCOUNTS AND RECORDS**

- 5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 5.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Funder shall have the right to review, at the Funder's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 5.4 The Recipient shall provide the Funder with a copy of its annual accounts within six months (or such lesser period as the Funder may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.

5.5 The Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.

**6. MONITORING AND REPORTING**

6.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.

6.2 The Recipient shall provide the Funder with a financial report and an operational report on its use of the Grant and delivery of the Project every quarter and in such formats as the Funder may reasonably require. The Recipient shall provide the Funder with each report within three months of the last day of the quarter to which it relates.

6.3 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.

6.4 Along with its first quarterly financial report, the Recipient shall provide the Funder with a risk register and insurance review in the format provided by the Funder. The Recipient shall address the health and safety of its staff in the risk register.

6.5 The Recipient shall on request provide the Funder with such further information, explanations and documents as the Funder may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.

6.6 The Recipient shall permit any person authorised by the Funder such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so



required, provide appropriate oral or written explanations from them.

- 6.7 The Recipient shall permit any person authorised by the Funder for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Funder considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf. [The Recipient shall provide local transport and accommodation for such visits, the cost of which may be charged to the Funder for payment.]
- 6.8 The Recipient shall provide the Funder with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

7. **ACKNOWLEDGMENT AND PUBLICITY**

- 7.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder as the source of the Grant.
- 7.2 The Recipient shall not publish any material referring to the Project or the Funder without the prior written agreement of the Funder. The Recipient shall acknowledge the support of the Funder in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Funder) shall include the Funder's name and logo (or any future name or logo adopted by the Funder) using the templates provided by the Funder from time to time.
- 7.3 In using the Funder's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Funder from time to time.
- 7.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Funder.

7.5 The Funder may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.

7.6 The Recipient shall comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.

## 8. **INTELLECTUAL PROPERTY RIGHTS**

8.1 The Funder and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Funder or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.

8.2 Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Funder.

## 9. **CONFIDENTIALITY**

9.1 Subject to clause 10 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.

9.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property

Rights, Know-How or other business, technical or commercial information which:

- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
- (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
- (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

## 10. FREEDOM OF INFORMATION

10.1 The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 and shall assist and co-operate with the Funder (at the Recipient's expense) to enable the Funder to comply with these information disclosure requirements.

10.2 The Recipient shall:

- (a) transfer the request for information to the Funder as soon as practicable after receipt and in any event within [two] Working Days of receiving a request for information;
- (b) provide the Funder with a copy of all information in its possession or power in the form that the Funder requires within [five] working days (or such other period as the Funder may specify) of the Funder requesting that information; and
- (c) provide all necessary assistance as reasonably requested by the Funder to enable the Funder 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 Environmental Information Regulations 2004.

- 10.3 The Funder shall be responsible for determining at its absolute discretion whether the information:
- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004;
  - (b) is to be disclosed in response to a request for information, and in no event shall the Recipient respond directly to a request for information unless expressly authorised to do so by the Funder.
- 10.4 In no event shall the Recipient respond directly to a request for information unless expressly authorised to do so by the Funder.
- 10.5 The Recipient acknowledges that the Funder may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations 2004 to disclose information:
- (a) without consulting with the Recipient; or
  - (b) following consultation with the Recipient and having taken its views into account,

provided always that where clause 10.5(b) applies the Funder shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Recipient advanced notice, or failing that, to draw the disclosure to the Recipient's attention after any such disclosure.

- 10.6 The Recipient 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 Funder to inspect such records as requested from time to time.

**11. DATA PROTECTION**

The Recipient shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under the Data Protection Act 1998 (**DPA**) and both Parties will duly observe all their obligations under the DPA, which arise in connection with the Agreement.

**12. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT**

12.1 The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion withhold or suspend payment of the Grant [and/or require repayment of all or part of the Grant] if:

- (a) the Recipient uses the Grant for purposes other than those for which they have been awarded;
- (b) the delivery of the Project does not start within [6 months] of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;
- (c) the Funder considers that the Recipient has not made satisfactory progress with the delivery of the Project;
- (d) the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;
- (e) the Recipient obtains duplicate funding from a third party for the Project;
- (f) the Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;
- (g) the Recipient provides the Funder with any materially misleading or inaccurate information;
- (h) the Recipient commits or committed a Prohibited Act;
- (i) any member of the governing body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Funder, bring

or are likely to bring the Funder's name or reputation into disrepute;

- (j) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- (k) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
- (l) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

12.2 Wherever under the Agreement any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to the Funder in respect of any breach of the Agreement), the Funder may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Recipient under the Agreement or under any other agreement or contract with the Funder.

12.3 [The Recipient shall make any payments due to the Funder without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.]

12.4 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Funder as soon as possible so that, if possible, and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Grant monies.

**13. ANTI-DISCRIMINATION**

- 13.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.
- 13.2 The Recipient shall take all reasonable steps to secure the observance of clause 13.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

**14. HUMAN RIGHTS**

- 14.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 14.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Funder requests so as to enable the Funder to comply with its obligations under the Human Rights Act 1998.

**15. LIMITATION OF LIABILITY**

- 15.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
- 15.2 Subject to clause 15.1, the Funder's liability under this Agreement is limited to the payment of the Grant.

**16. WARRANTIES**

The Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations;
- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- (i) it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Agreement; and
- (j) since the date of its last accounts there has been no material change in its financial position or prospects.



**17. INSURANCE**

17.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).

17.2 The Required Insurances referred to above include (but are not limited to):

- (a) public liability insurance with a limit of indemnity of not less than [ten] million pounds [(£10,000,000)] in relation to any one claim or series of claims arising from the Project; and
- (b) employer's liability insurance with a limit of indemnity of not less than [five] million pounds [(£5,000,000)] in relation to any one claim or series of claims arising from the Project.

The Recipient shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

**18. DURATION**

18.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.

18.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

**19. TERMINATION**

The Funder may terminate this Agreement and any Grant payments on giving the Recipient [three months'] written

notice should it be required to do so by financial restraints or for any other reason.

20. **ASSIGNMENT**

The Recipient may not, without the prior written consent of the Funder, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

21. **WAIVER**

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

22. **NOTICES**

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, [e-mailed,] or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered [or if e-mailed] all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

23. **DISPUTE RESOLUTION**

- 23.1 In the event of any complaint or dispute (which does not relate to the Funder's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Funder from time to time.

23.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the [Chief Executive] of the Funder and the [Chair **OR** Chief Executive] of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Funder and the Recipient.

23.3 In the absence of agreement under clause 23.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

24. **NO PARTNERSHIP OR AGENCY**

This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

25. **JOINT AND SEVERAL LIABILITY**

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

26. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

27. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**Schedule 1      The Project**

**Schedule 2      Payment Schedule**

<b>Amount of Grant Payable</b>	<b>Date of Payment</b>

**Schedule 3 Breakdown of Grant**

Item of Expenditure	Budget (in UK Sterling)

EXECUTED as a DEED  
 by [the affixing of the  
 COMMON SEAL of]  
 [NAME OF FUNDER]  
 in the presence of:

.....  
 Authorised Signatory

EXECUTED as a DEED  
 by [NAME OF FUNDER]  
 acting by and under the  
 signatures of:  
 [NAME OF DIRECTOR]

.....  
 [SIGNATURE OF DIRECTOR]  
 Director

[NAME OF DIRECTOR OR  
 COMPANY SECRETARY]

.....  
 [SIGNATURE OF DIRECTOR  
 OR COMPANY SECRETARY]  
 [Director **OR** Company  
 Secretary]

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**Cabinet****4<sup>th</sup> March 2014**

Report of the Cabinet Members for Health, Housing & Adult Social Services and Transport, Planning & Sustainability.

**Get York Building – Year 1 Update****Summary**

1. On 12<sup>th</sup> February 2013 Cabinet approved the recommendations in a report titled '*Get York Building – Economic Growth, A Case for Change*'. The report outlined the current state of the house building industry during a period of nationwide recession and highlighted the importance of stimulating house building to achieve the council's priority to create jobs and grow the economy.
2. The report considered the real and perceived barriers to house building and set out a series of proposals through which the council could play an important role in helping to support the conditions to stimulate residential housing development. In some cases that was to be through policy changes to provide a direct stimulus to the house-building industry. In others by capital investment in infrastructure to unlock stalled sites, close the gaps on viability and thereby facilitate an increase in the number of new homes of all tenures built in the city.
3. This report provides Members with a review of the package of measures and interventions made under the Get York Building agenda and considers the impact these have had on helping to stimulate house building and construction activity in the city. The report also proposes a series of further interventions and priorities for the coming year. Members are asked to note the contents of this report and consider the recommendations arising from it.
4. The first year outcomes of the Get York Building initiative have included;
  - a. Reducing affordable housing targets on developments of 15 or more homes on urban sites to 20% (brownfield) and 30% (greenfield).
  - b. Accepting financial contributions towards affordable housing in lieu of on-site provision on rural housing developments of 2-14 homes for a period of 18 months.

- c. Investing £1m to reduce overcrowding in existing council homes through a series of loft conversions.
  - d. Agreement to build 50-70 new council homes and release of £7m capital funding from the Housing Revenue Account.
  - e. Agreeing the principle of £10m infrastructure funding for York Central
  - f. A survey of house builders and architects/ agents who generally develop sites of 3-14 homes in order to better understand their views on the housing market, planning processes and any barriers to house building.
  - g. Reviewing affordable housing clauses in Section 106 agreements to make these shorter, simpler and less bureaucratic legal agreements.
  - h. Exploring opportunities for institutional investment to deliver new private rented sector homes.
  - i. Considering options for mortgage support to first time buyers.
  - j. Match funding a project to support conversion of under-used space above shops into following the agreement for 18 affordable flats to be created as part of the refurbishment of the former White Swan Hotel.
  - k. Securing over £760,000 of Homes and Communities Agency funding for new affordable homes.
5. The Get York Building workstream forms an important part of the wider economic growth ambitions of the council and of key Council Plan priorities including; 'Create jobs and grow the economy', 'Get York moving', 'Build strong communities' and 'Protect vulnerable people'.

## **Background**

6. The 12<sup>th</sup> February 2013 Cabinet Report '*Get York Building – Economic Growth, A Case for Change*' considered a first phase of actions to facilitate an increase in house building in the city including investment to unlock major residential development sites that had been stalled due to the downturn in the national economy and residential housing market.
7. The report highlighted the benefits that house building brings to the economy and emphasised the national challenges facing the industry. These included tighter restrictions on mortgage lending and an increase in deposits that together had virtually ended the first time buyer market for all but a few households. Additionally, the banks had placed tighter restrictions on their lending to smaller house builders in particular and there was a backdrop also of massive cuts in publicly funded regeneration and infrastructure projects.

8. In most respects, the challenges in York largely reflected these national ones and so the intention of the Get York Building programme has been to provide a number of local stimuli that will help to create the right conditions to encourage and enable house building against a very challenging national housing market backdrop.
9. Following the February 2013 report, Cabinet have received a further six reports throughout the year updating various elements of the Get York Building programme:
  - 1) *Growing the York Economy – Working with Leeds City Region Local Enterprise Partnership.* (7<sup>th</sup> May 2013)
  - 2) *Council House Building – Update.* (7<sup>th</sup> May 2013)
  - 3) *Leeds City Region – Revolving Investment Fund.* (16<sup>th</sup> July 2013)
  - 4) *Economic Infrastructure Investment.* (16<sup>th</sup> July 2013)
  - 5) *Delivering Development Investment – Stimulating Development Delivery.* (5<sup>th</sup> Nov 2103)
  - 6) *Get York Building – Infrastructure Investment Plan for Growth.* (3<sup>rd</sup> Dec 2013)
10. The focus and decisions of those meetings together with the other initiatives supported through the Get York Building initiative reflect the ambition of the council to develop and support a range of interventions that collectively stimulate development and through that, economic growth.

### **Review and update of Get York Building workstreams**

#### **Infrastructure investment to unlock major developments**

11. Since the national economic downturn and credit crunch of 2007/8 council officers have continued to keep an open dialogue with developers in York in order to consider how approved but stalled sites may come forward without any significant lessening of overall planning aims in terms of mixed and balanced communities, sustainability and quality in design.
12. Officers have agreed changes of use (employment to residential), changes in types and size, layout and design of schemes as well as reductions in affordable housing numbers and Section 106 financial

contributions in response to approaches from developers concerning financial viability of schemes. These revisions to approved and comprehensively consulted developments illustrate the determination of the council to support the delivery of good quality new housing development in the city.

13. Part of the rationale behind GYB was not only to stimulate development where planning consent had been given, but also to facilitate significant movement in bringing forward some of the city's key strategic developments. The following gives an overview of the current position with regard to major strategic housing developments in the city.

#### Terry's

14. Following acquisition of the site by GHT Developments in 2006 the council worked with the owners to submit a high quality masterplan for a mixed development of residential and commercial uses including 271 new homes, live-work units, office accommodation a hotel, health centre and local retail. Planning consent was approved in February 2010 and demolition began in March 2012 at the same time as GHT announced their intention to sell all or part of the site. In April 2013 the whole site was bought by Henry Boot Developments and David Wilson Homes. Demolition work has been completed and council officers have worked with the developer team in order to consider revisions and a timetable for Phase 1 of the originally approved masterplan (residential on the northern part of the site). This has included a reduction in affordable housing to 20%.
15. The planning application for the first phase (85 new homes and a local convenience store) on the northern half of the site was approved by Planning Committee 19<sup>th</sup> December 2013. Work has started on site with the first homes expected to be marketed from spring 2014.

#### Nestle

16. A planning application was submitted for the development of a mixed use scheme including offices, live-work units, community facilities, retail, and housing on the former Nestlé factory site in September 2009. The planning application was approved by Planning Committee (subject to a legal agreement) in January 2010.
17. In response to significantly changed market conditions officers have worked with Nestlé to review the master plan and agree to the principle of a shift towards a greater degree of residential rather than commercial provision. Agents for Nestlé have remarketed the site and are now

working with developers and council regeneration officers in order to bring forward development in 2014.

### Hungate

18. Outline planning permission was granted in 2005 for a mixed use scheme including offices, 720 apartments/ townhouses, shops, a new bridge over the River Foss and a focal building to include community space. The first phase of 176 apartments and townhouses was completed in 2011, and the new bridge in 2012.
19. A full planning application was approved on 20 February for the second phase of residential development comprising 195 apartments. Viability work and affordable housing negotiations have progressed in parallel and agreement in principle has been reached for 31 apartments (16%) to be affordable. At the time of writing the planning application was scheduled to be considered at Planning Committee on 20<sup>th</sup> February.

### Germany Beck

20. Following outline approval of the scheme by the council in 2005 and Public Inquiry Planning Inspectorate approval in 2006, Persimmon Homes and Hogg the Builder submitted a reserved matters application for the development of Germany Beck in February 2012. Following widespread consultation on the revised masterplan this was approved at the Council's Planning Committee in April 2013. The reserved matters application includes details of appearance, landscaping, layout and scale of 655 dwellings and associated facilities and is expected to include 229 affordable homes.
21. In December 2013 the High Court turned down a renewed application by Fulford Parish Council for a judicial review of the council's decision to approve the reserved matters application to develop this site for housing. The council's Project Team have worked collaboratively with Persimmon and their design team over the past two years in order to agree a high quality housing scheme and these discussions are now continuing with the discharge of appropriate planning conditions.

### British Sugar and Former Manor School sites

22. The British Sugar Factory ceased operations in 2007 and the former Manor School closed in 2008. Since then the factory buildings have been demolished and the former school has been used by a community group under a temporary licence. Both sites are identified through the Council's Local Plan Preferred Options for housing development with the potential

to provide around 1,000 homes, public open space, a new neighbourhood centre and community hub facilities.

23. Due to the close proximity of the two sites, a single planning document has been prepared for the area - the *Former British Sugar/ Manor School Draft Supplementary Planning Document*. This provides the planning framework for the area which will be used in the determination of any planning applications being made including agreement on appropriate access.
24. The owners of the former British Sugar site, ABF, have engaged a consultant team to bring forward the redevelopment of the site. The Council's Regeneration Team has worked closely alongside ATLAS (an independent advisory service that helps local authorities deal with complex large scale housing-led projects and the site owner to produce spatial concept options for consultation.
25. Master-planning layout options for the site have progressed culminating in a public exhibition in November 2013. Responses to the options presented are now being considered prior to presentation back to a Community Forum in early 2014. The Community Forum includes representation from local residents and ward members from Acomb and Rural West. Following this, the proposals will be worked up into a Preferred Option and Planning Framework. Viability work is also ongoing and supporting studies for a site remediation strategy and traffic modelling are progressing. A planning submission is anticipated in spring 2014.
26. In recent months discussions have been ongoing with the owners of the British Sugar site to consider the wider links of the development and its association with the former Manor School site. A decision was approved at Cabinet on 7<sup>th</sup> January to sell the Manor School site to ABF to ensure a comprehensive approach to the whole area is undertaken. The Heads of Terms and contract are now in negotiation.

#### York Central

27. York Central is located on the edge of the city centre, to the immediate rear of York Railway Station. The site of 35ha incorporates a range of existing uses including the National Railway Museum, a small amount of private housing and businesses (to be retained), and operational rail land owned by Network Rail. Extensive community consultation has been undertaken in relation to the emerging plan documents since 2007-2008

28. The site has been derelict for decades with development proposals continually stalling due to the high levels of infrastructure funding needed. Without an ability to close this viability gap it has been impossible to bring the site forward. However, by working alongside the site's majority owner, Network Rail, council officers have agreed a master-plan led study for the site, looking particularly at a phased approach in order to identify early deliverable parcels of the site for development of new housing and offices whilst not prejudicing the wider scheme. Work is ongoing to identify funding options through conversation with the Government Department for Business Innovation & Skills (BIS), as well as the Local Economic Partnership (LEP) and local based funding.
29. On 3rd December 2013 Cabinet approved the earmarking of £10m from the council's Economic Infrastructure Fund to kick-start development, potentially delivering a new road bridge and access into York Central from Holgate Road. £500k from the fund will cover immediate costs, including transport, legal and consultancy fees, with details of how the remaining £9.5m will be spent being brought to Members in early 2014. Together with ongoing viability appraisals from Network Rail council's funding will contribute to de-risking the site and significantly reducing the viability gap to the point where it is expected phased development will come forward.
30. A separate report to the same 3<sup>rd</sup> December Cabinet meeting approved a land swap which will result in a council-owned site next to Holgate Road being sold to Network Rail to allow operational relocations and improvements, with acquisition of land next to the carriage works by the council to safeguard a bridge and access route from the A59.
31. Detailed timescales and delivery rates will flow from the master-plan led study, though indicative work to date reveals a first phase of housing of up to 350 homes plus a small early deliverable office scheme could begin in 2015.

### Castle Piccadilly

32. Castle Piccadilly is an area on the southern side of the city centre adjacent to Clifford's Tower and includes a section of the River Foss. A planning brief was approved in 2006 by the council, following public consultation. This sets out the main design and planning principles that the redevelopment of Castle Piccadilly should be based on. Regeneration proposals have needed to sensitively balance the retail needs of the city centre with the world class heritage of the area.

33. Short-term proposals to extend parts of Coppergate 1 (retail) and Piccadilly (mainly residential with some ground floor retail), without losing sight of longer-term ambitions to regenerate the whole area have progressed to Planning Committee during 2013 and building work is now expected to begin early in 2014.
34. A planning application for residential re-use and uplift in the design of Ryedale House on Piccadilly is expected in early 2014, and discussions have also been held to consider the potential for a new public foot/cycle bridge across the Foss to the car park and Eye of York. These proposals together with planned improvements to the streets and junctions as part of the Reinvigorate York initiative, will contribute to the regeneration of the Castle Piccadilly area.

#### Barbican

35. Following closure of the site in 2004, schemes have come forward to redevelop the site for residential and leisure use. In 2008 an application for 180 apartments was approved by the council but not progressed by Persimmon Homes because of the uncertainty in the mortgage market. In 2011 the Barbican Centre was reopened after a £1.5m refurbishment.
36. Council-led pre-application discussions were resurrected in 2013 and are now being concluded with the developer in order to amend the existing consent for apartments. A presentation of the application to Planning Committee is anticipated in early 2014, with construction to follow later in the year if approved.

#### **Reduction of affordable housing targets**

37. From March 2013 amended affordable housing targets were introduced following Cabinet approval in February. These are split between urban and village/rural sites.
38. On urban sites affordable housing targets on developments of 15 or more homes were reduced from 25% to 20% on brownfield sites and from 35% to 30% on greenfield sites. This was in line with the dynamic model principles of the Affordable Housing Viability Study (2010) and Annex (2011) (AHVS). These are now some of the lowest targets across the region. Based on provisional data the targets have been re-run in line with the dynamic model at a base date of December 2013 and there has been no change to the viable percentage levels.



39. Table 1 below shows the number of *new* developments receiving planning consent under the new targets and the number of *existing* consents where the target for affordable housing has been reduced following the change in targets.

<b>Table 1: Impact of revised affordable housing targets.</b>				
<b>Housing Developments February 2013 to February 2014 where affordable housing targets have been:</b>				
<ul style="list-style-type: none"> <li>• <b>Approved by planning committee or</b></li> <li>• <b>Reduced from previous planning consent</b></li> </ul>				
<b>Development</b>	<b>Status</b>	<b>Total No. of Homes</b>	<b>Affordable housing (%)</b>	<b>New scheme or reduced target</b>
The Tannery, Strensall	Approved (Mar 13)	53	11 (20%)	New scheme
Terrys	Approved/reduced (June 2013)	271 <sup>1</sup>	54 (20%)	Reduced target
Burnholme Social Club	Approved (Aug 13)	37	7 (19%)	New scheme
Former White Swan Hotel, Piccadilly	Approved (Sep 13)	18 <sup>2</sup>	4 (20%)	New scheme
36-44 Piccadilly	Approved (Sep 13)	37	8 (20%)	New scheme
Sessions, Huntington Road	Approved (Oct 13)	59	12 (20%)	New scheme
Brecks Lane, Strensall	Approved (Feb 14)	102	31 (30%)	New scheme
Hungate phase 2	Approved (Feb 14)	195	31 (16%)	New scheme
<b>Total</b>		<b>772</b>	<b>158 (20%)</b>	

40. The eight developments in Table 1 represent a 100% increase in developments and a 261% increase in the number of homes from the previous year, as shown in Table Two below.

<sup>1</sup> Reserved matters planning approval for first phase of 85 homes was granted on 19<sup>th</sup> December 2013. Note: In addition to 271 homes the development will also include 14 live-work units and 110 retirement homes that may also be subject to an affordable housing requirement.

<sup>2</sup> Note: White Swan hotel scheme agreed that all 18 homes will be affordable for a period of at least 15 years. The 20% affordable housing – in perpetuity – is the fallback agreement should this not proceed.

**Table 2: Housing developments with affordable housing requirement from January 2012 to January 2013**

- *Approved* by planning committee or
- *Reduced* from previous planning consent

<b>Development</b>	<b>Status (planning committee date)</b>	<b>Total Homes</b>	<b>Affordable housing (%)</b>	<b>New scheme or reduced target</b>
Former Shipton Street School	Reduced	38	9 (24%)	Target reduced from 29%
Ouseacres, Boroughbridge Road.	Approved (March 12)	57	14 (25%)	New scheme
Yearsley Bridge, Huntington Road	Approved (May 12)	32	8 (25%)	New scheme
New Lane, Huntington	Approved (Dec 12)	87	30 (35%)	New scheme
<b>Total</b>		<b>214</b>	<b>61 (29%)</b>	

41. On rural developments of between 2 and 14 homes Cabinet approved for an 18 month period from 1<sup>st</sup> March 2013 off-site financial contributions towards affordable housing in lieu of on-site provision.
42. Table 3 below shows the developments granted planning consent since the introduction of the amended policy and the affordable housing financial contributions agreed. A further four sites are at earlier stages of negotiation with officers.

**Table 3: Rural planning consents with off-site financial contributions towards affordable housing, March 2013 – December 2013**

<b>Development</b>	<b>Status</b>	<b>Total Homes</b>	<b>Affordable Housing Commuted sum agreed/paid</b>	<b>New scheme or reduced target</b>
Algarth, Wetherby Road, Rufforth	Approved (April 13)	2	£15,427 Agreed	New scheme
Manor Farm, Towthorpe Road, York YO32	Approved (June 13)	3	£23,133.80 Agreed	New scheme
Park Cottage, Jackson Walk, Askham Richard	Approved (August 13)	4	£34,700.70 Agreed	New scheme
42-44 Church Lane, Bishopthorpe,	Approved (October 13)	4	£34,700.70 Agreed	New scheme
Aspen House, 65 The Village, Stockton on the Forest	Approved (January 14)	2	£11,566.90 Agreed	New scheme
<b>Total</b>		<b>15</b>	<b>£119,529.10</b>	

43. For comparison, Table 4 shows the rural developments that received planning consent in the year prior to the policy change. The three larger sites were also viable for an on-site provision of affordable housing.

**Table 4: Rural planning consents with affordable housing contributions: April 2012 – February 2013**

<b>Development</b>	<b>Status (planning committee date)</b>	<b>Total Homes</b>	<b>Affordable housing contribution and commuted sum paid/agreed</b>	<b>New scheme or reduced target</b>
Fox and Hounds, Copmanthorpe <sup>(a)</sup>	Approved (August 12)	11	2 homes + £15,427 Agreed	New scheme
97 York Street Dunnington	Approved (Sept. 12)	4	£46,282.50 Agreed	New scheme
Fox Inn, 90 The Village, Stockton On The Forest	Approved (November 12)	9	1 home + £46,282.50 Paid	New scheme
The Green, Poppleton	Approved (October 12)	9	1 home + £61,710 Paid	New scheme
<b>Total</b>		<b>33</b>	<b>4 homes + £169,702</b>	

<sup>(a)</sup> Nb on 8<sup>th</sup> February 2014 a further application at this site for 28 retirement flats was approved. It includes agreement for a £350,604 affordable housing commuted payment.

44. There has been an increase of one site that has received planning consent since the change in policy, and a further four sites are currently at pre-application stage. That does suggest the policy has had some impact on stimulating rural development. However, it is difficult to draw firm conclusions at this stage not least because the size of sites varied markedly between the two years.

**£1m investment in existing council homes through a series of loft conversions to reduce overcrowding.**

45. It is estimated this two year investment will enable up to 30 loft conversions to create additional bedrooms and thereby reduce overcrowding and add value to the council's housing stock. It was agreed that the works would be tendered for local contractors and since this was finalised in September 2013 five conversions with a further three due to complete in early 2014. There are a further 18 potential conversions that are being progressed for delivery in 2014/15. The five conversions so far completed have been met with very positive feedback from tenants.
46. The scheme has been publicised in tenants' newsletters, through the local media and by housing estate managers resulting in a long-list of interested households all of whom are currently living in overcrowded homes. Each of these properties are now being assessed for their structural suitability for these works and the programme of conversions will be accelerated in 2014/15.

**Agree a first phase of building 50-70 new council homes**

47. The programme is on track with approval given by Cabinet in May 2013 to develop, subject to planning consent, six Housing Revenue Account owned sites. The first of these, at Beckfield Lane has planning consent and will deliver 27 homes of which 9 will be for open market sale and 18 for affordable rent. Work started on site in January with the contractor Gentoo who were appointed following competitive tender. The development has also secured £403k of social housing grant from the Homes and Communities Agency. Completion is scheduled for the end of 2014. A further five sites are being prepared for planning applications between February and April and are expected to deliver a minimum of 32 further homes by September 2015.
48. Work has started on identifying sites or other opportunities for delivering a further phase of council house building. Detailed work on this, including Member approval, will commence when the sites under the first phase of council house building have been submitted for planning consent.

### **Work up options for a mortgage advice scheme**

49. At the time of the report to Cabinet in February 2013 there was strong evidence that restrictions on residential mortgages; and especially the requirement for deposits of up to 20%, meant that buying a home was out of reach for the majority of first time buyers. Members wanted to see if there were initiatives that the council could support that would enable more first time buyers to access a mortgage.
50. Work began on looking at mortgage indemnity schemes as well as the potential for the council to be a mortgage provider. However, the announcement by the government of the Help-to-Buy scheme led to this workstream being placed on hold until the local impact of the national scheme can be fully evaluated.
51. Phase 1 of Help to Buy was launched in April 2013 and provides an equity loan to purchasers of new build properties only. The government have reported that up to December there had been 25 completed sales in York with a further 50 scheduled completions in progress<sup>3</sup>.
52. The second phase of Help to Buy is likely to be more significant in terms of the numbers of homes purchased through the scheme. Officially launched in January 2014 the scheme provides government backed indemnity guarantees for mortgage lenders of up to 95% of the mortgage. This means that purchasers of homes will only need to find a 5% deposit. The scheme is eligible to second time movers as well as first time buyers and, importantly, on second hand as well as new build homes.
53. The Get York Building Board agreed at their meeting on 24<sup>th</sup> September to put further work regarding a council backed mortgage support scheme on hold pending an evaluation of the national Help to Buy scheme.

### **Review of affordable housing clauses used in S106 agreements.**

54. This element of the workstream is essentially about improving processes that are potentially adding cost and time to the delivery of private housing developments where affordable housing is required. It is not a

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<sup>3</sup> Source: Department for Communities and Local Government - Statistics showing cumulative sales since the launch of the Help to Buy (equity loan) scheme on 1 April 2013. Data to December 2013. Published 28<sup>th</sup> January 2014.

workstream that is considering any policy changes or amending affordable housing targets.

55. On private housing developments where an on-site provision of affordable housing is required this is secured by way of a Section 106 Agreement. The intention is clear and necessary; namely to secure the affordable housing in perpetuity, establish the terms on which it will be transferred by the developer to a Registered Provider (housing association) and to establish the procedures for the letting and sale of the affordable housing. Over many years, however, the 'standard' clauses used in these agreements have become unwieldy (often running to over 25 pages), over bureaucratic and on occasions have led to difficulties for mortgage lending on the properties.
56. A review of S106 affordable housing clauses, including those used by other local authorities has been undertaken and an external solicitor with wide experience in this field has proposed a much shorter agreement. This has been achieved primarily by moving any clauses that relate to council policies and processes into a separate guidance and policy statements rather than in the body of the S106 Agreement itself.
57. At the time of writing this report, the proposed new Affordable Housing Schedule has been received – approximately 10 pages shorter - and we are now preparing to consult on this with housing association partners and developers in the city who have built out schemes where affordable housing has been required on site.
58. The consultation with developers and housing associations will be concluded as expeditiously as possible. Thereafter officers will incorporate the changes on future S106 Agreements as well as ensuring up to date policy guidance is provided on the council's website. Progress on this workstream will be reported to the Get York Building Board.

### **Review of barriers to development faced by smaller house builders**

59. In developing the background evidence to support the Get York Building programme a consultation was undertaken in 2012 with developers and agents who had unimplemented planning consents for three or more homes. The results painted a mixed picture. Most developers had firm plans to bring forward their schemes; many were already doing so and for the larger strategic sites it was clear that the individual circumstances of each site meant these needed to be addressed separately (see the information on Major Sites at paragraphs 11 to 38 of this report).

60. For some smaller developers there was a concern that following the credit crunch commercial lending was less accessible with some banks requiring up to 40% deposits for speculative house building schemes. Although the numbers of house builders stating this as a problem were relatively few it was an area that had also been highlighted nationally and therefore warranted further consideration.
61. In the intervening period, there has been strong evidence that the major volume house builders have ridden the credit-crunch and, as seen in paragraphs 11-38 above, are now looking to bring forward the major strategic housing sites in the city. However, it is less certain if the same confidence in the housing market, and ability to raise capital funding exists for the smaller house builders, nor whether there are other barriers to development which they face.
62. In December 2013 a survey of developers and land agents/architects was commissioned by the council. The survey was undertaken by MORI and targeted those house builders and/or agents who had over the past 10 years applied for planning consent to build one or more developments of 3-14 homes in York. The cohort of developers of 3-14 homes was chosen because the research was aimed at those house builders who build homes for onward sale but who generally do not build schemes that trigger the requirement for an affordable housing contribution (usually 15 or more homes except in rural areas).
63. A total of 118 house builders/agents were contacted and 61 (52%) completed the survey. The survey included questions relating to capital funding, planning processes and the state of the housing market in York. It also asked for specific details of any sites that remain stalled due to reasons other than fundamental non-viability.
64. The full analysis of the survey responses was not available in time to be included in this paper but will be reported to the Get York Building Board together with any recommendations arising from them.

**Develop opportunities for Institutional investment to deliver new Private Rented Sector homes within the city**

65. When considering the issues that were being raised both nationally and locally with regards to the willingness / ability of the major banks to lend and developers concerns about access to commercial lending, as part of the suite of potential interventions the option of attracting institutional finance to support development was considered.

66. This was an issue that was also gaining traction with government and in response to the recommendations of the Montague report, the Build to Rent Fund was launched by the government to stimulate new private rented housing supply and to provide opportunities for new institutional investment in the sector. The Fund was a fully recoverable, commercial investment where Government would share risk or bridge finance to allow schemes to be built, managed and let. The investment could be used to cover development costs such as land, construction or management costs. Once the scheme is fully let the developer will sell on its interest or re-finance and repay the loan/equity.
67. In partnership with a number of other authorities in the Leeds City Region, consideration was given to potentially including some of the council's land assets as part of a joint Build to Rent bid to government.
68. Analysis of the model clearly showed that in areas of high private sector rent levels, as is the case in York, when considering not only the revenue returns but also the potential for capital uplift over time, the potential to attract institutional investment into the city for this purpose is an attractive option for the investor.
69. However, whilst it makes sense for an investor, when considering any potential involvement of the council - especially the use of any land assets as part of the programme - it is necessary to consider if that is the best use of that council asset.
70. Ultimately, whilst the model itself was financially viable, given the high level of the rent on the open market, it was felt that the council should not use its land assets to support the provision of open market rented properties.

### **City centre living project**

71. A project to encourage the redevelopment of under or disused upper floors of retail and other commercial properties was added to the Get York Building workstream in July 2013. It followed the publication of research commissioned from the North of England Civic Trust demonstrating the potential for up to 800 flats to be created in the city centre above existing shops and commercial premises. The successful negotiation to deliver 18 flats on the upper floors of the former White Swan Hotel on Piccadilly and the availability of government funding through the Homes and Communities Agency to support this initiative to 2015 gave further impetus to the project.



72. The council agreed to support with £20,000 match funding a proposal from Tees Valley Housing Group (a housing association) to continue a project to deliver further homes over shops and other commercial premises. The project will run to March 2015 and utilises the skills and experience of a property agent to identify suitable properties, negotiate with owners/landlords and work up proposals to a point where Tees Valley Housing Group can conclude agreements to lease or purchase dwellings from the owners. Currently the agent has identified over 50 properties that may be suitable for conversion and is now working on a shortlist of those with their owners and agents to determine if there is interest in the scheme.
73. For the council, the investment is anticipated to deliver up to 35 dwellings in the city centre and in so doing generate additional income from council tax and new homes bonus payments. Additionally, bringing into use disused upper floors will support the regeneration of the city centre and improve the night time economy of the city.

#### **Has the Get York Building programme made a difference?**

74. Since the national credit crunch and recession started in 2007/8 the housing market has been unable to deliver anything more than a fraction of the new homes needed nationwide. In this respect York is no different to other areas of the country with the national impact of reduced mortgage availability, increased deposits, stalled sites, squeezed capital funding and unimplemented planning consents constraining house building.
75. Historically the local authority has also had lower targets for house building; 640 homes new homes each year from 2004-2008 and 850 per year from 2008-26<sup>4</sup>. The proposed local plan target to deliver an additional 22,000 homes at an average of 1,090 per annum represents a step-change from these previous targets.
76. The Get York Building initiative was established with the intention of helping to create and support an environment to encourage house building against a challenging backdrop of a national housing crisis. At the outset it was acknowledged that there is little the council can do to influence the national availability of mortgages, interest rates, and the deposits required for first time buyers. However, through the package of policy changes and investment decisions highlighted in this report it was anticipated that a strong message of confidence in the York economy and housing market would be given and that local policy changes would

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<sup>4</sup> Regional Spatial Strategy, May 2008.

help to create the conditions necessary to stimulate house building on large and smaller sites.

77. The impact of the initiative cannot be judged after a single year. Housing market trends take many years to establish accurately and there is an inherent risk in using short term 'snapshots' to evidence longer term trends. Nevertheless, it is important to consider whether there is evidence emerging of an improvement in the housing market and in this respect, however cautious one needs to be in drawing firm conclusions, the initial signs are encouraging.
78. As outlined in paragraphs 11 to 38 of this report the past year has seen significant progress on larger strategic housing sites. Development at Terry's has now started some 9 years after the factory closed. The Derwenthorpe and Revival (Tadcaster Road) developments have continued to build out and sell private market and affordable homes and developments at Germany Beck, the Barbican and phase 2 of Hungate are all close to commencing on site. Perhaps most significantly a planning application is expected in the spring for the former British Sugar site and proposed infrastructure funding from the council will provide the impetus and confidence for York Central to move forward, including proposals for an initial phase of approximately 300 homes.
79. On smaller sites too, there has been encouraging progress. Following the reduction in affordable housing targets in March 2013 six new developments totalling 259 homes have received planning consent<sup>5</sup> and a further three sites totalling 700 homes have had previously agreed targets for affordable homes reduced<sup>6</sup>. Additionally, £119,529 of commuted sums has been agreed on rural developments in lieu of on-site affordable housing.
80. Three sets of statistics are perhaps the most helpful in identifying and tracking housing market activity and in particular whether market conditions are improving:
1. Planning consents.
  2. Starts on site.
  3. Completions.

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<sup>5</sup> Sessions Huntington 59 homes, The Tannery, Strensall 53 homes, Burnholme Social Club 37 homes, Former White Swan, Piccadilly 18 homes, Former Our Lady's School site 55 homes, 36-44 Piccadilly 37 homes.

<sup>6</sup> Terrys 318 homes, Hungate phase2 195 homes , Barbican 187 homes (subject to planning consent)

Planning consents

81. An increase in net dwellings granted planning consent is perhaps the first indication of improved market conditions and confidence. Consents have increased significantly since 2011/12 as shown in table 5 below. The notes to these figures beneath the table are important, showing that included within some of these totals are a number of student cluster flat developments and also dwellings resulting from the new planning laws permitting conversion of offices to dwellings. Both of these types of development are included because they accord with government guidance on counting 'consents' resulting as they will with additional accommodation. However, even if they are excluded – as shown in the final column of the table - there has still been a 125% increase in the number of homes granted planning consent from 2011/12 to the third quarter of 2013/14.
  
82. The preferred options for the Local Plan were published in June 2013 and set out the council's view on the best ways to provide accommodation for York's increasing student population; that accommodation should be provided primarily on campus or otherwise in purpose built private sector accommodation. The planning consents for 528 new-build student cluster flats since 2010 reflect this ambition and will reduce the reliance on meeting student housing needs through shared houses that could otherwise offer much needed accommodation for families.

**Table 5: Housing Planning Consents\***

Year	Number of developments granted consent (full & outline)	Net units granted consent		Total units	Total units <i>net</i> of student clusters and office to residential conversions
		Full	Outline		
2006-07	118	248	1068	1316	1316
2007-08	155	371	1258	1629	1629
2008-09	96	232	302	534	534
2009-10	66	178	4	182	182
2010-11	75	109	89	198 <sup>a</sup>	122
2011-12	68	124	50	174 <sup>b</sup>	126
2012-13	94	364	6	370 <sup>c</sup>	327
2013-14 (to Quarter 3 only)	99	830	404	1234 <sup>d e f</sup>	736

\* Note: to avoid counting units twice, Reserved Matters applications are excluded from the table.

<sup>a</sup> Includes 76 student cluster flats. <sup>b</sup> Includes 48 student cluster flats. <sup>c</sup> Includes 43 student cluster flats.

<sup>d</sup> Includes 361 student cluster flats. <sup>e</sup> Includes 137 units resulting from new offices to residential conversion planning laws on five separate sites.

<sup>f</sup> At the end of Q4 final total will be adjusted to reflect any reductions where reserved matters approvals were granted for reduced numbers of homes.

### Starts on site

83. The number of new developments starting on site is a strong indication of housing developer's confidence in selling homes. In Table 6 below it can be seen that from 2010/11 'starts' have been 64, 62 and 56 developments per year but by the end of quarter two in 2013/14 (the latest data available) there had already been 54 developments starting on site and the homes from those sites already exceeds the total homes started in 2012/13. It is highly likely therefore that when full year statistics are available these will show a very significant rise in both the number of developments starting on site and the number of homes these developments will deliver compared with recent years.
84. Further tracking of this data in future years will give a firmer indication whether 2013/14 figures are indicative of an upward trend or a one-off increase.

<b>Table 6: Housing starts on site</b>								
<b>Year<sup>1</sup></b>	<b>Number of schemes of 1-4 homes starting on site</b>	<b>Units from schemes of 1-4 homes</b>	<b>Number of schemes of 5-9 homes starting on site</b>	<b>Units from schemes of 5-9 homes</b>	<b>Number of schemes of 10+ homes starting on site</b>	<b>Units from schemes of 10+ homes</b>	<b>Total Schemes starting on site</b>	<b>Total units starting on site</b>
2010/11	57	93	5	35	2	69	64	197
2011/12	48	72	5	34	9	286	62	392
2012/13	47	64	4	29	5	139	56	232
2013/14 (Q1 & Q2 only)	46	65	4	27	4	226	54	318

<sup>1</sup> Note: consistent monitoring of starts on site only began from 2010/11 hence earlier years not shown. Due to workloads created through analysing consultation responses to the local plan, site visits have not been undertaken to check on 'starts' in Q3.

85. The data in Table 6 is compiled by the council based on site visits to schemes. The figures assume that once a site has 'started' development it will continue to build out. Although other local authorities will collate similar data, there is no single agreed methodology for doing so and therefore benchmarking the outputs in Table 6 with other authorities is not possible.

### Completions

86. Data on completions is also a useful measure of market activity; certainly in respect of those sites which had 'stalled' or significantly slowed their build out of homes
87. Looking at Table 7 below it is clear completions have fallen, especially since 2011/12. It is interesting to note that prior to then they had held up very well despite the credit crunch in 2007/08. Evidence shows that few if any developments that were on site at that time were 'mothballed' and in this respect the York housing market demonstrated resilience to the overall market downturn.
88. The significant fall in completions from 2011/12 to 2013/14 (albeit with some recovery in 2012/13) can be tracked back to the reduction in planning consents and starts on site in 2010/11. By definition any reduction in consents and starts on site will be reflected in reduced

completions some time later (exactly when depends on the volume and build out of developments already on site). So in this respect it is no surprise to see completions reducing over the past two years. By the same logic the increase in consents from 2012/13 and in starts on site from 2013/14 gives confidence that there will be a subsequent upturn in completions in 2014/15. Affordable housing completions, for example, are forecast to be approximately 180 in 2014/15 and over 260 in 2015/16.

**Table 7: Housing Completions**

	<b>Gross Completions</b>	<b>Net Dwelling Gain</b>	<b>Of which (gross) affordable housing completions</b>
2006/07	875	798	40
2007/08	557	523	51
2008/09	502	451	151
2009/10	606	507	152
2010/11	571	514	282
2011/12	354	321	151
2012/13	540	482	115
2013/14 (to Quarter 2) <sup>1</sup>	179	159	15

<sup>1</sup> Note: Due to workloads created through analysing consultation responses to the local plan, site visits have not been undertaken to check on completions in Q3. These will be undertaken in March 2014 and included in the final analysis for the full 2013/14 monitoring period

### **Priorities for the next 12 months of the Get York Building initiative**

89. After the first year of the Get York Building initiative, there is good evidence that the package of interventions supported by the council is having a positive impact on the house building industry in York. It is important these interventions are reviewed and built upon over the coming year. Without doubt there will remain challenges in a housing market that is still struggling to overturn five years of under-investment. But there are also great opportunities to move forward on the existing projects and to support further opportunities that to provide much needed homes, support the house building industry and support York's ambitions for economic growth.
90. It is proposed that the following workstreams provide the core of Get York Building activity over the next 12 months:

- Bring forward detailed proposals for use of the remaining element of the £10m Economic Infrastructure Fund allocation to de-risk and bring forward the York Central site for development.
- Maximising investment in York from both the Leeds City Region and York, North Yorkshire and East Riding Local Enterprise Partnerships. These are conduits for government backed infrastructure funding and also for Homes and Communities Agency funding for affordable homes. York has strategic housing sites that may benefit from both and must present the strongest possible case for a share of the available investment.
- Continuing to enable the delivery of the strategic housing sites outlined in this report through appropriate support, negotiation and intervention.
- Ensuring all 'phase one' sites for new council housing are progressed as proposed and that work to identify and bring forward proposals for 'phase two' continues.
- Consider opportunities for the best use of the HRA regeneration / investment fund to deliver a significant increase in the number of new council homes.
- Continuation of the £1m loft conversion programme for council housing to reduce overcrowding.
- Maximise, in partnership with housing associations in York, bids to the Homes and Communities Agency for funding in the new 2015-17 Affordable Homes Programme.
- Widen the 'city centre living' project to align more directly with the City Centre Regeneration strategy while at the same time supporting the delivery of up to 35 additional homes over shops and commercial premises.
- Investigate the options for modern methods of modular construction as an alternative to traditional construction methods, including proposals for an exemplar development in York.
- Work with property agents and developers to bring forward - in conjunction with the Local Plan - the early delivery of longstanding brownfield housing sites where these can deliver additional benefits to the city such as higher percentages of affordable housing, and other sites where there may be opportunities for self-build or modular construction housing.
- Bring forward any proposals to support smaller house builders based on the outcomes of the survey work undertaken by MORI in December 2013.
- Review the impact of Help to Buy in York and whether there remains a need for the council to consider supporting first time buyers.

## Consultation

91. Significant consultation has taken place in the development of the interventions set out in this report:

- There has been statutory consultation as part of the planning applications for new council house building and also public exhibitions of proposals held for each site as it comes forward.
- A survey of 61 house-builders and their agents/architects was conducted by MORI on behalf of the council in December 2013. The results of this survey will be analysed and reported to Members in due course together with any recommendations arising from them.
- Housing Associations and developers who have built out schemes that require affordable housing to be provided are being consulted on proposals to re-draft the affordable housing clauses used in Section 106 Agreements.
- On 16 October 2013 as part of York Housing Week the council hosted a seminar on the potential for further conversion of under-used upper floors in York to residential dwellings.
- The Federation of Resident's Associations was consulted on the initiative to convert lofts in council houses as a means of addressing under-occupation. The proposals were also publicised in the tenants' magazine Streets Ahead.
- Internal consultation on the entire programme has been fed through monthly meetings of the Get York Building Board. The Board comprises officers from Communities & Neighbourhoods, City & Environmental Services and Cabinet members Councillor Dave Merrett and Councillor Tracey Simpson-Laing

## Options

92. Option One:

- Note and approve the updates on the first year of the Get York Building project.
- Support the proposed future workplan priorities to March 2015 as outlined in paragraph 88 with the Get York Building Board



overseeing their delivery, and reporting to Cabinet where necessary for decisions and approval.

- Agree to the continued programme support through the provision of a project manager.

93. Option Two:

- Note and approve the updates on the first year of the Get York Building project.
- Amend the proposed future workplan priorities of the project to March 2015 with the Get York Building Board overseeing their delivery, and reporting to Cabinet where necessary for decisions and approval.
- Agree to the continued programme support through the provision of a project manager.

### **Analysis**

94. Members are asked to review the first year programme of activities relating to the Get York Building initiative and to support the continuation of this work. The report sets out a proposed programme of priorities for the next year that have been agreed with the Get York Building Board. The difference in the first two options presented to Cabinet is whether there is a wish to support the current proposals or to amend them.
95. On the basis that the Get York Building Board have considered and 'signed off' the workplan priorities, the recommendation of this report is to support Option One.

### **Council Priorities**

96. Whilst the principal objective of the programme is to 'Get York Building', the impact of the project impacts on all five of the council priorities as set out in the Council Plan
- Create jobs & grow the economy – A clear link exists between activity in the construction industry and the economic prosperity of the city.
  - Get York Moving – Unlocking major sites through delivering major infrastructure works will have a positive impact on Getting York Moving.

- Building Strong Communities – Meeting the housing needs of our communities is central to ensuring that we can in the long term ensure that our communities are strong and sustainable. Development of new sustainably designed homes will ensure that we deliver some of the fundamental building blocks of strong communities for the future.
- Protecting vulnerable people – Whilst the key focus of this report is about delivering increasing the number of new homes built across all tenures, delivery of specialist accommodation is also part of the wider picture. Delivering new homes will also help address some of our long term needs for affordable housing and have a direct impact on some of the most vulnerable individuals in housing need.
- Protect the environment - Whilst we are focusing growth both in the economy and the numbers of homes built, central to our approach needs to be the sustainability of those homes and the impact that these have on our environment. As part of our approach to delivery we will be considering how we can play a leadership role within the city to ensure homes that are delivered are sustainable.

## Implications

97. The implications arising from this report are:

- a) **Financial.** There are no direct financial implications arising from this report. Any financial implications arising from future interventions will be considered through the appropriate decision route as interventions are brought forward.
- b) **Human Resources (HR)** The initiative should continue with dedicated officer support until March 2015. This can be delivered from within existing budgets
- c) **Equalities** None
- d) **Legal** None
- e) **Crime and Disorder** None
- f) **Information Technology (IT)** None
- g) **Property** None
- h) **Other** None

## Risk Management

98. In compliance with the Council's Risk Management Strategy, there are no risks associated with the recommendations of this report.

## Recommendations

99. Cabinet are asked to:

a) Agree Option One to:

- Note and approve the updates on the first year of the Get York Building project.
- Support the proposed future workplan priorities to March 2015 as outlined in paragraph 88 with the Get York Building Board overseeing their delivery, and reporting to Cabinet where necessary for decisions and approval.
- Agree to the continued programme support through the provision of a project manager.

Reason: On the basis that the Get York Building Board have considered and 'signed off' the proposed workplan this option will enable the project to focus on the most important priorities for the coming year.

## Contact Details

<b>Author:</b>	<b>Cabinet Members and Chief Officers Responsible for the report:</b>
<b>Steve Waddington</b> Assistant Director – Housing and Community Safety	<b>Councillor Tracey Simpson-Laing,</b> Cabinet Member for Health, Housing and Adult Social Services  <b>Councillor Dave Merrett,</b> Cabinet Member for Transport, Planning and Sustainability.  <b>Sally Burns,</b> Director - Communities and Neighbourhoods  <b>Darren Richardson,</b> Director – City and Environmental Services

	<b>Report Approved</b>	√	<b>Date</b>	11 <sup>th</sup> Feb 14
<b>Specialist Implications Officer(s)</b>				
Paul Landais-Stamp Housing Strategy Manager Tel 554098		Derek Gauld Head of Regeneration Tel 551470		
<b>Wards Affected:</b> <i>List wards or tick box to indicate all</i>			<b>All</b>	√
<b>For further information please contact the author of the report</b>				

**Background Papers:**

- Get York Building – Economic Growth, A Case for Change. Cabinet, 12 February 2013.
- Growing the York Economy – Working with Leeds City Region Local Enterprise Partnership. Cabinet, 7<sup>th</sup> May 2013.
- Leeds City Region – Revolving Investment Fund. Cabinet, 16<sup>th</sup> July 2013.
- Economic Infrastructure Investment. Cabinet, 16<sup>th</sup> July 2013.
- Delivering Development Investment. Cabinet, 5<sup>th</sup> November 2013.
- Get York Building – Infrastructure Investment Plan for Growth. Cabinet 3<sup>rd</sup> December 2013.

**Annexes**

None.



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**Cabinet****4 March 2014****Report of the Leader and Cabinet Member for Finance, Performance & Customer Services****Delivering Development Investment – Stage 2****Executive Summary**

1. This report follows the Cabinet's approval of a more proactive approach to delivering development investment in November.
2. The report sets out the estimated overall scale of development – of sites and infrastructure – needed for the city to pursue its economic growth ambitions, as identified from early work to assemble a city-wide development pipeline.
3. In light of the investment priorities identified, the report sets out four broad funding options, which are explored at high level in the report – which range the spectrum from market-led approaches to more structured and proactive approaches which combine CYC and/or external investment.
4. The report recommends that Cabinet:
  - (a) note the progress already being made across a range of development projects
  - (b) agree to proactive development of the strategic investment pipeline ready for high level business case assessment against funding options;
  - (c) develop a business case for the creation of a CYC commercial fund;
  - (d) develop a business case for the creation of a joint venture investment vehicle ready for potential engagement with a strategic external investor;

- (e) dedicate the necessary resource from Economic Development Unit to manage the development of this work, and delegation of responsibility to the Chief Executive and Director of CES to make changes to internal structures to provide the necessary resource to progressing this work;
- (f) agree to the development of a project board to oversee development of this work.

## Background

5. The city of York has set out an ambitious plan for growth – its economic ambition of Gross Value Added (GVA) and jobs growth clearly identified in the ***York Economic Strategy 2011-15 (YES)***, created by the private sector-led York Economic Partnership (YEP), and the city's need for development of the appropriate commercial, residential and community spaces to accommodate that growth in the ***Local Plan Preferred Options, June 2013***.
6. As the YES identifies, the city of York has **significant economic growth potential** on the basis of one of the most highly skilled workforces in the country, significant research and enterprise expertise in key growth sectors including industrial biotechnology, insurance and rail, as well as a quality of life that regularly outranks competitor cities.
7. In order to capitalise on this growth potential, the YEP has identified an urgent need to **unlock sufficient growth infrastructure** (i.e. the sites, premises, and transport, energy and digital infrastructure) **to enable the city's economy to grow in line with its economic ambitions**. This environment is required to meet the significant demand which includes 4,000 social housing, 5,000 private sector housing, and 124,000 m2 business space.
8. It was on this basis members were advised in a report to November 2013 Cabinet that to take no action in response would be to place a significant constraint on the ability of the city to grow and achieve its ultimate economic potential. It was resolved that a solution be created to achieve the following objectives in response to the constraints on development:
  - **Critical mass of investment:** the model will need to provide the city a means to assembling sufficient levels of investment to make progress in providing the infrastructure and making viable market-led development of the city's key sites.

- **Pace:** the model will need to accelerate the pace of the natural rate of market development that the city has seen to date if it is to meet its economic growth ambitions and indeed if it is to ensure that the city remains “open for business” and for residents to find a home.
  - **Return on investment:** most importantly, in order to make development work from a public and private sector perspective, the model needs to be able to make development in the city provide sufficient return on investment – both from a financial perspective, but also from a socioeconomic perspective.
9. This report sets out the scale of the challenge and identifies high level options for resolving the challenge, with a way forward recommended.

### **The story so far and the challenge**

10. The city’s **Local Plan Preferred Options** (June 2013) sets out the sites required for accommodating the city’s economic ambitions – including proposals for 61 housing and 21 employment sites across the city. Work already undertaken to develop the York package of projects to be funded (either all or in part) through the West Yorkshire Transport Fund (WYTF) has identified a priority list of infrastructure required to support the city’s growth; further work being undertaken by Brinkoff Associates is set to confirm the infrastructure requirements to support the local plan sites.<sup>1</sup>
11. Between the emerging Local Plan and supporting infrastructure work, and existing development sites, the city has an overall plan for development which is required to support the economic growth to which the city aspires.
12. Within this context, there is currently **positive progress in the development of the city**. The first phase of the development of the Terry’s site is underway, and the development of the Network Rail Operating Centre next to the Rail Station suggesting that the market for development is improving. The development at Monks Cross, welcoming John Lewis and Primark to the city, with a second Primark set to locate in Piccadilly, has shown an increase in confidence from retail end users in the city’s offer, which has unlocked further development both out of town and in the centre.

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<sup>1</sup> For full list of projects prioritised for inclusion in WYTF, please see Item 132a in the 7 May 2013 Cabinet report (link: <http://democracy.york.gov.uk/ieListDocuments.aspx?CId=733&MId=6884&Ver=4>)

13. Other developments such as the work underway on the White Swan Hotel, with its conversion of upper floors to residential and retail ground floor, and Hiscox's move to Hungate, have seen long-stalled prime city centre sites moving into development.
14. In other cases, the local authority is working with landowners and stakeholders on a site-specific basis to move forward delivery. For example, the Council is working in partnership with Network Rail following the December Cabinet decision to earmark £10m of Economic Infrastructure Fund (EIF) monies into making the site viable for development, and the next phase of masterplanning is now being commissioned for the site. The Council is also underway with progress to develop the Guildhall into a Digital Media Arts Centre, using EIF funding to catalyse the development.
15. In large part, these positive news stories in the development of key sites around the city reflect the **recent upturn in the market for development** – which has created a window of opportunity for generating development returns.
16. However, challenges remain if the city is to realise fully its economic growth ambitions – challenges which centre on the need for a need for proactive investment. First, there are a **number of key strategic sites which the market will not readily develop in the immediate future, and in some cases, not at all without intervention** – whether for a lack of suitable infrastructure, inability to obtain sufficient development finance, or an inability to generate sufficient returns for a defined investment opportunity.
17. Further, the **volume and pace of development currently being delivered is not sufficient** to meet the city's growing demand. With a backlog of 4,000 affordable homes, and 5,000 new homes, and a severe undersupply of Grade A office stock, the market or public sector alone cannot create the critical mass of investment and development to meet the quantum of need even in the medium term at current rates of development.
18. Equally, whilst some infrastructure will be delivered through investment by the West Yorkshire Transport Fund and Single Local Growth Fund process, **there are certain key infrastructure investments that without further intervention or investment, will not be delivered in a timescale required to support the pace of economic development** sought by the city.



19. Finally, even where developments are moving forward with market forces, most require proactive support from the Council's planning, economic development, and regeneration related activities/teams – resource which is at risk of public sector budget reductions in 2015/16. Without an innovative solution that puts this resource into a greater capacity to become more self-sustaining (i.e. generating revenue from the work undertaken on a more commercial basis which is reinvested in maintaining this resource to support further investment), there is a danger of the city losing such resource in future.
20. As such, there is a need for a more **proactive approach to the city's development opportunities and infrastructure**, which will ensure the city is able to accommodate the growth to which it aspires – which ultimately will in itself create a virtuous circle of increasing Council Tax, business rates, and planning gain income, which in turn will provide resource within the city to facilitating future development.

### **The investment pipeline**

21. To understand the scale of the investment required to facilitate the required development, officers and partners have begun to map the pipeline of the critical development opportunities that would need to be delivered if the city is to achieve its growth potential of 1000 jobs per annum and an increase in GVA by 63% by 2030. These development priorities range several categories including:
  - Provision of critical infrastructure to support growth
  - Creation of centres of excellence in key growth sectors
  - Step change in provision of Grade A office space
  - Development of residential offer to address severe shortfall in supply
22. When viewed together, these projects form a “pipeline” of development priorities, along with the associated investment needs to deliver each project.
23. Early estimates suggest that the **total development pipeline requires investment of up to approximately £700m to £1bn.**

24. The investment required to deliver this pipeline will come from a variety of sources, from across both public and private sector. These include planning gain (CIL and S106), LEP funding (SLGF and WYTF), and other opportunities to secure Government funding. In addition there has been interest expressed by capital market investors, which could form part of an overall solution.
25. The remainder of this report explores options for delivering these critical development priorities, as well as the governance arrangements and interim pump-priming resource required to assemble the necessary package of funding.

### **Options identification**

26. Based on soft market testing undertaken by Council officers at MIPIM and York's Investors Week in Autumn 2013, the potential options have been identified as those set out below.
27. **Option 1: Market-led approach**
28. As has been seen in the early progress on sites like Terry's, the market is capable of delivering a number of the key sites identified as investment priorities.
29. The market-led approach requires little direct intervention from the Council in capital terms; however, from a market-led approach, it is critical that the Council has sufficient effective development resource in place to support schemes through planning and ensuring the right infrastructure is in place to support delivery of schemes.
30. This approach will work most effectively for those sites where the commercial return is clear, and where pace is not a critical issue for the authority strategically.
31. This option is less applicable where barriers such as major infrastructure investment or pace are critical to making the development stack up financially or strategically, where public sector intervention or a wider investment portfolio approach may be required to bring forward a project.
32. **Advantages:** This option requires the least capital investment from the public purse, although some schemes will require infrastructure investment likely to come from public sector sources.

33. The market-led approach also requires the least risk taken by the authority, and as such, is attractive from the perspective of the public purse.
34. **Disadvantages:** Although at no immediate cost to the authority, this market-led option has its limitations. In some cases, it does carry the implicit cost of business rates and Council tax income that otherwise might have been achieved within a shorter timeframe, which in itself would have enabled potentially greater public sector investment in bringing forward further investment.
35. Without proactive intervention, the pace of development will be dictated purely by the profit margins of individual housebuilders, developers and investors. Further, although partnerships between city partners and developers and investors may happen on an ad hoc basis, the likelihood of partners identifying the most suitable opportunities for partnering and matching appetite for risk and return is the lowest of the options presented to members in this report.
36. **Option 2: Joint venture approach – Project by Project**
37. Whilst the authority may be able to pursue Option 2 for some projects, and indeed this option has been shown to work with EIF investments earmarked for the Guildhall and York Central providing catalysts for the development of these key sites, it is unlikely that the Council will be in a position to prudently fund the full pipeline through this option alone.
38. Instead, a third option would be to explore partnering CYC investment with other forms of funding, including principally private sector investment – either through the capital markets or through a third party investor of another sort.
39. In option 2, this joint venture style of approach enables the authority to work on a project by project basis to facilitate development in key sites. This approach is already being explored for York Central, and may be pursued in other cases across the city.
40. **Advantages:** The advantage of a joint venture approach generally is that it enables the city to package an overall project, assess the financial implications, and bring in private sector investment. (this approach could be combined with Option 3 – i.e. the council investing some funds, but then seeking private sector investment to cover some of the additional risk)

41. **Disadvantages:** The principal disadvantage to this approach is that it is complex in terms of establishing the relevant vehicles to take forward investment, and can take time.
42. **Option 3: Council-led approach: Creating a council Commercial Investment Fund**
43. The second option would be for the Council to assemble a fund to assist with taking forward major infrastructure. This would be focused upon the creation of a commercial investment fund, which would be a CYC controlled mechanism which seeks to deliver the key Council objective of securing economic growth in the future.
44. This would build on the current capital projects, and other schemes (including the EIF) already happening, and create an internal fund which would be focused upon both commercial investment, for financial gain, together with the capacity to invest in non commercial schemes where the overall economic benefit was such that the investment could be supported.
45. At its simplest, commercial gains from profitable elements would grow the overall capital value (including revenue income streams), with specific non commercial drawdown of the fund for selected schemes.
46. Potential funding sources into the fund would consist of the following – new homes bonus, venture funding, additional capital receipts, council revenue funding, additional council tax, and increased business rates. It would be possible to create a fund that has flexibility in terms of capital and revenue funding, alongside revenue income streams which fund potential borrowing.
47. **Advantages:** This option enables the greatest level of control over investment priorities, enabling the authority to have greatest say over the ultimate delivery of development. Each investment would be subject to detailed appraisal of impact, and would be focussed upon both commercial return and economic impact.
48. **Disadvantages:** This option has its own limitations in terms of overall scale of investment. Whilst a significant fund could be created, it will not be possible to create the scale of funding that might be needed for some of the largest investments (e.g. the outer ring road), though a contribution to such schemes might be possible.

49. Also, clearly any investments would need to pass the Council's risk assessment, and it is inevitable that the Council's risk exposure is likely to be less than a private investor.
50. **Option 4: Joint venture with strategic city partner(s)**
51. Whilst the above options will work for a number of the projects identified in the investment pipeline, there are several major projects that would remain unfunded without a more innovative solution. In particular, investments with a high up-front cost and indirect return – such as transport infrastructure improvements – are likely to require an approach that mixes the longer time horizon of the public sector sources of finance with the critical mass and expertise that private sector sources bring with them.
52. More importantly, it may be necessary to match the investment profile of these more challenging investment projects with other investment projects that are able to generate a more immediate and/or steady return on investment.
53. A version of Option 2 would be to establish a joint venture to a **portfolio of critical investment priorities** and revenue streams based on the full or subset of the investment pipeline.
54. This option would see the city working to package the pipeline of investment, and the business cases supporting that pipeline, with one or a few strategic investors making investments into key sites and infrastructure on a 25 to 50 year basis, with a modest return over that period.
55. The key difference between the first 3 options and Option 4 is that with the latter, there is an opportunity to generate investment for projects with a less immediate revenue return – i.e. the more challenging projects like investing in the Outer Ring Road, which otherwise might not be funded either at all or to the full extent required for a full solution – by matching them with other projects that do. By balancing the portfolio, the city is able to fund projects that otherwise might not be possible to fund.
56. With this option, the authority would develop a joint venture approach to investing in the city's targeted investment projects at a strategic and holistic level (as opposed to the project by project approach implied by Options 2 and 3).
57. The pipeline will generate a range of income streams:

- Council Tax;
  - business rates;
  - Community Infrastructure Levy (CIL);
  - Section 106 (S106);
  - social housing;
  - private residential rents;
  - sale of homes;
  - commercial rents
58. This revenue thus creates the basis for leveraging private sector investment where necessary, although the **exact revenue streams which could be used to match against private sector investment will need careful consideration**, as there are certain income streams that are vital to providing public services, the demand for which is created by the growth stimulated by the investment, and some streams are subject to changes in the way that Government legislates for collection and distribution.
59. **Advantages:** As with Option 2, the advantage of a joint venture approach generally is that it enables the city to package revenue-generating projects with those projects that require a large up front expenditure with little return other than indirect returns (i.e. Outer Ring Road). This approach would attract an “umbrella investor” but in this option, the opportunity for development of new commercial opportunities not identified on the investment pipeline currently would be available.
60. **Disadvantages:** There are risks associated with the **JV** approach in the set up costs and some degree of financial risk. It should also be recognised that such an approach is likely to be complex to establish and take significant time. Ensuring the effective governance would be critical to this approach.

### **A way forward**

61. Whilst all of the options identified above will be appropriate to certain projects within the pipeline, there is **a need for a more structured and strategic approach** which will enable the city to be proactive in engaging with external investors, whether public or private sector.

62. As such, it is proposed that the city dedicate resource to the development of the investment pipeline as identified in paras 21 to 23, and that members dedicate the necessary resource to move forward the development of outline business cases for projects identified in the pipeline and options for funding in a coordinated way.
63. In the meantime, the Council will continue to provide resource to proactively support market-led schemes, including through the creation of a development team approach/resource for supporting investors, developers and landowners.
64. The Council will also continue existing CYC capital investment where a business case stacks up, i.e. with schemes like the Guildhall project.
65. However, given that it is likely that the market and ad hoc support from the Council will not be able to deliver all of the projects in the pipeline, it is also necessary to develop the more proactive investment options identified above. In particular, it is proposed that Cabinet approve work by officers proactively developing business cases for **Options 3** (the CYC Commercial Fund approach) **and 4** (a joint venture vehicle for city-wide investment) to bring back to Cabinet for approval and agreement by September at the latest.
66. With the resulting proactive funding model in place to respond to the investment pipeline, the city will have the opportunity to match investment against a range of public and private sector investment sources including but not limited to:
  - **Leeds City Region Revolving Investment Fund** – a Fund that is invested in by CYC and other city region partners to create a city region fund for economic infrastructure.
  - **Local Growth Fund** – the city is engaged in two Local Enterprise Partnerships and is working with both to identify potential investment from the associated Local Growth Funds – which are pots of funding that will be devolved to LEPs to spend on projects which boost economic growth and jobs.
  - **European Regional Development Funding – 2014-2020** – working through respective LEPs, the city will have the opportunity to match investments made in projects with European funding

depending on the extent to which these projects align with European objectives and LEP priorities within those objectives.

- **Other European sources of funding** – European Investment Bank provides further finance options that may be considered for extending the reach of the initial investment made.
67. Beyond the project-specific potential to match funding, there is the option of “thinking bigger” and considering the development of an Urban Development Fund either at regional or multi-authority level (perhaps along the East Coast Mainline partnership in which CYC has taken a leading role). Such a fund would see the city and other local authorities in the sub-region or region **pooling investment under JESSICA** (Joint European Support for Sustainable Investment in City Areas) – creating a kind of super-fund whereby the city’s bang for buck is larger than the original investment potential of a city-specific fund.

## **Governance**

68. In order to pursue this approach, it is proposed that resource is dedicated to the development of the investment pipeline and these options. It is proposed that a business case for these options be brought to Cabinet by September at latest, at which point either or both options could be brought into operation to progress business cases to funding, across the range of options identified above.
69. In order to ensure robust governance of this work, it is proposed that a Project Board is created to oversee development of this work, operating as a sub-group of the **Creating Jobs Growing the Economy Board** will take lead responsibility for the development of the ultimate solution. The Council’s Capital Asset Board will be involved in the development of an understanding of the assets that could be considered as part of the pipeline of investment in order to attract/leverage further investment.
70. The **York Economic Partnership** will take a strategic role in supporting the development of the pipeline and exploration of options where appropriate.

## **Resource requirement**

71. In addition, there is a need to commit sufficient Council officer resource and support. In order to develop the business case for a



mechanism through which the Council can facilitate development of the investment pipeline, an appropriate resource is required commensurate with the task and skills required. Thus, this report proposes a **commitment by Cabinet for the Economic Development Unit to manage the development of the pipeline and investment mechanism.**

72. It is also proposed that the **Chief Executive and Director for City and Environment Services be enabled to make whatever changes are required to internal organisation of officer time** to bring together suitable teams from across the Council into a more focused investment, economic development and regeneration team to deliver this work.
73. If the proposals in this report are accepted, the timeline for this programme of work is set out here:
- **Stage 1 – November 2013** – Principles of proactive approach to attracting development investment proposed and accepted by Cabinet– completed
  - **Stage 2 – March 2014** – Resources and temporary reorganisation of resources agreed; approach to development of investment mechanism agreed; funding options identified– present report
  - **Stage 3 – by September 2014**– Options appraisal, final recommendations, start the delivery of preferred option
  - **Stage 4 - 2015** - Investors secured and delivery underway

## Benefits

74. The benefits of the model extend across the full economic, social and environmental conditions of the city:
- The pipeline approach will enable the city to **increase the supply of Grade A office stock** – both for larger employers that seek quality premises as inward investors, and growing indigenous businesses that are currently constrained by the lack of grow-on space
  - As a result, the pipeline approach should enable a **significant increase in the city's employment** – particularly initially at the high value end, but which through supply chain impacts, will help to generate further employment throughout the full range of skills opportunities. As a result, the pipeline approach will help create

**new jobs** at both the graduate end of the spectrum to the lower skilled end – including significant increases to the services industry resulting from the supply chain impacts of new employment in the city.

- In addition, the GVA generated from the investment made – initially from the simple investment in development, but indirectly from the employment created – will provide a further significant boost to the local economy and prosperity.
- The proposed investment in housing sites will provide a **major increase in the number, locations and range of housing options** available to residents. The increased supply should then lead to a decrease in average house prices in the city.
- The proposed pipeline model has the potential to enable a more sustainable approach to energy provision than otherwise would be possible from the more piecemeal approach to the development.

## Recommendations

75. The report recommends that Cabinet members approve the following:
- a) note the progress already being made across a range of development projects.
  - b) agree to proactive development of the strategic investment pipeline ready for high level business case assessment against funding options;
  - c) develop a business case for the creation of a CYC commercial fund;
  - d) develop a business case for the creation of a joint venture investment vehicle ready for potential engagement with a strategic external investor;
  - e) dedicate the necessary resource from Economic Development Unit to manage the development of this work, and delegation of responsibility to the Chief Executive and Director of City and Environmental Services to make changes to internal structures to provide the necessary resources to progressing this work;

- f) agree to the development of a project board to oversee development of this work.

Reason: To allow officers to develop the business cases for a CYC commercial fund and a joint venture model, and to enable officers to engage landowners and potential investors in the process.

### **Contact Details**

<b>Author:</b>	<b>Cabinet Members and Chief Officers responsible for the report:</b>		
Katie Stewart Head of Economic Development Tel: (01904) 554418	Cllr James Alexander, Cabinet Leader and Cllr Daf Williams, Cabinet Member for Finance, Performance & Customer Services  Darren Richardson Director of City and Environmental Services  Darren Richardson Director of City and Environmental Services		
	<b>Report Approved</b>	v	<b>Date</b> 21/02/2014
<b>Specialist Implications Officer(s)</b> None			
<b>Wards Affected:</b> All			v

**For further information please contact the author of the report**

**Background Papers:** City of York Cabinet Report: Delivering Development Investment (November 2013)

**Annexes: No additional papers**

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Cabinet

4th March 2014

Report of the Cabinet Member for Finance, Performance and Customer Service

## **Retail Rate Relief Scheme**

### **Summary**

1. The purpose of this paper is to set out the proposed new retail rate relief scheme and to approve the category of retail properties that will benefit. This relief will provide a reduction in business rates for qualifying businesses helping to sustain employment and encourage growth of the York economy. The value of retail rate relief to York could exceed £1m and will be met in full by Central Government.

### **Background**

2. The Government announced in its Autumn Statement on 5<sup>th</sup> December 2013 that it will provide relief of up to £1,000 to all occupied retail properties with a rateable value of £50,000 or less in each of the years 2014-15 and 2015-16.
3. The purpose of this new relief is to support the 'high street' which has been affected by changes in consumer spending preferences such as online shopping. The relief is temporary for two years from April 2014.
4. There is no cost to the council in providing this relief which will be fully reimbursed by Central Government through the rates retention system.

## **Retail Rate Relief**

5. To qualify for the relief the hereditament (business) should be wholly or mainly being used as a shop, restaurant, cafe or drinking establishment.
6. The categories of business who Central Government consider can benefit from the relief under the scheme are as follows:

### **Hereditaments that are being used for the sale of goods to visiting members of the public:**

- Shops (such as: florist, bakers, butchers, grocers, greengrocers, jewellers, stationers, off licence, chemists, newsagents, hardware stores, supermarkets, etc)
- Charity shops
- Opticians
- Post offices
- Furnishing shops/ display rooms (such as: carpet shops, double glazing, garage doors)
- Car/ caravan show rooms
- Second hand car lots
- Markets
- Petrol stations
- Garden centres
- Art galleries (where art is for sale/hire)

### **ii. Hereditaments that are being used for the provision of the following services to visiting members of the public:**

- Hair and beauty services (such as: hair dressers, nail bars, beauty salons, tanning shops, etc)
- Shoe repairs/ key cutting
- Travel agents
- Ticket offices e.g. for theatre
- Dry cleaners
- Launderettes
- PC/ TV/ domestic appliance repair
- Funeral directors
- Photo processing
- DVD/ video rentals
- Tool hire
- Car hire

**iii. Hereditaments that are being used for the sale of food and/or drink to visiting members of the public:**

- Restaurants
  - Takeaways
  - Sandwich shops
  - Coffee shops
  - Pubs
  - Bars
7. The retail rate relief will be considered as state funding and as such is subject to European state aid rules. The De Minimis Regulations allow an undertaking to receive up to €200,000 of state aid in a three year period. It will be necessary for any business wishing to claim this relief to make an application to the council and complete a state aid declaration form.
8. There are as many as 1,700 hereditaments that could qualify for this relief. Depending on the numbers applying this will potentially create additional administrative pressure on the business rates team. It is hoped that this can be minimised through the implementation and application of efficient processes to manage applications. To put this pressure into context following the Autumn Statement 2013 there are now 14 different Mandatory, Discretionary and Temporary rate reliefs to be administered by the council.

**Options**

9. There are three options associated with this report:
- Option 1** – Approve all the categories as set out at paragraph 6;
- Option 2** – Select just certain categories as set out at paragraph 6;
- Option 3** – Provide no discretionary high street relief at all.

**Analysis**

10. The relief could benefit as many as 1,700 hereditaments across the city on the basis of their current rateable value. The numbers applying and qualifying are not likely to be as high as this as some remain unoccupied, some belong to national chains that for state

aid reasons will not apply and some will not meet the qualifying criteria e.g. banks & building societies. In the case of unoccupied properties this relief may act as an incentive to new business. As the relief is being fully funded by Central Government and could bring in excess of an additional £1m to the York economy as well as incentivising new business it is recommended that all the categories set out at paragraph 6 (Option 1) are approved.

11. As businesses applying for retail relief will want to have a prompt response to their application the power to make individual awards should be delegated to the Council's Chief Financial Officer (CFO).

### **Council Plan 2011 - 15**

12. The power to provide discretionary rate relief contained within the Local Government Finance Act 1988 & 2012 impact on several of the council's priorities that create the Council Plan 2011 - 15 specifically:
  - a) Protecting vulnerable people
  - b) Building strong communities
  - c) Creating jobs and growing the economy

### **Implications**

13.
  - (a) **Financial** – As the Government will fully reimburse any awards made by the council there are no financial implications.
  - (b) **Human Resources (HR)** - There are no implications
  - (c) **Equalities** – There are no direct implications
  - (d) **Legal** – The award of retail rate relief has state aid implications.
  - (e) **Crime and Disorder** - There are no implications
  - (f) **Information Technology (IT)** - There are no implications
  - (g) **Property** - There are no implications.



## Risk Management

14. There are no high risks associated with retail rate relief. The only risks are in relation to managing the state aid implications and additional work pressures.

## Recommendations

15. Cabinet are asked to:

- a) consider the categories for retail relief as set out at paragraph 6 and approve Option 1 (Paragraph 9);

Reason: To provide clarity in respect of the categories for which the council will consider awarding retail relief and maximise the level of income into the York economy.

- b) approve the power to make individual awards to the Chief Financial Officer (Paragraph 11).

Reason: To ensure that all applications are dealt with immediately when they are received and that where a business qualifies their bill is promptly amended.

## Contact details:

<b>Author:</b>	<b>Cabinet Member and Chief Officer responsible for the report:</b>		
David Walker Head of Financial Procedures Phone No. 01904 552261	Cllr Dafydd Williams, Cabinet Member for Finance, Performance and Customer Service  Ian Floyd Director of Customer & Business Support Services Telephone: 01904 551100		
	<b>Report Approved</b>	√	<b>Date</b> 27 January 2014
<b>Specialist Implications Officer(s)</b> None			
<b>Wards Affected:</b> All			√
<b>For further information please contact the authors of the report</b>			

## **Background Papers**

Retail Relief Guidance – Department for Communities and Local Government – **online only**.

## **Annexes**

None

## Glossary

Hereditament – A premise where business can be undertaken. The technical term used in business rate law.



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**Cabinet****4 March 2014**

Report of the Cabinet Members for Leisure, Culture and Tourism, and Transport, Planning and Sustainability

**The Tour de France – 100 Days to go****Summary**

1. This report provides a further update on the York element of the Tour de France (TDF) following the report to Cabinet on 1 October 2013. This report will show the progress on the objectives agreed in that report and outlines the breadth of activity taking place in the 100 day run up to the Start of the second stage of the Grand Depart on the on Sunday 6 July and asks Cabinet to note and approve the actions planned for the secure delivery of the event.

**Introduction**

2. The Tour De France is the largest free annual sporting event in the world and York is hosting the second stage start on 6<sup>th</sup> July 2014. Since the October report the regional hub, TDFHub2014Ltd, supported by UK Sport, has been established to act as the co-ordinating body for all the Yorkshire local authorities along the route, Cambridge City Council and Transport for London.
3. In York we have agreed that the Strategic Objectives for delivery are as follows:-
  - To deliver a safe and enjoyable event in York, which enhances the reputation of our City
  - To Maximise the Economic Benefit and opportunity in the short, medium and long term
  - To secure a long lasting legacy across our Communities, Culture, cycling infrastructure and Health

## **Regional update**

4. The Tdf2014Hub working with ASO and the Local Authorities have now established the technical protocols for the event. They have set up the following work streams; Operations, Communications, Tourism, Transport and Highways, Licensing, Health & Safety and C3. Together we are charged with ensuring that the race is delivered safely, securely and with best value gained for the public investment. Officers are working with them to establish C3 protocols, common templates for the operational planning, and central procurement of resources for the event and co-ordination of the volunteering team.

## **Local Strategic Objectives**

5. In order to ensure the delivery of the agreed strategic objectives we have established our local a delivery structure around five themes including the Operations for the Event, the Local Legacy, Cultural Opportunity, Commercial Opportunity and Communications. Although they are distinct work streams they have linked effectively into the TDFHub2014Ltd structure.

## **Operations for the event**

6. Plans to deliver the Racecourse and route infrastructure for the race are progressing well. Officers will be agreeing the plans for dealing with isolated streets along the route with colleagues in Adults, Children's and Education and private sector care partners. Working through the programme of 'community conversations' we will be establishing the crowd management and access issues faced by residents along the route for the event and setting in place appropriate alternative arrangements.
7. As with the Olympic Road races in 2012 the initial 'Dot Plans' detailing exactly where the various Crowd Stewards, Crossing Marshalls and Flag Wavers will be positioned along the route have been produced. The command, control and communications structure (C3) has been agreed and a geographical Silver Command for York will be located in our CCTV suite at West Offices.

## **Start**

8. The start of the second day is at the Racecourse and 20,000 tickets have been snapped up by the public within four and a half of their

availability on the website. We have retained 5,000 for council use to promote the commercial, cultural, community or economic objectives outlined below. Any remaining tickets will be released to the public. Spectators will still be able to get a fantastic view of the race through positioning themselves along the route and we are expecting that the majority of spectators will view the race this way.

### Spectator Hubs

9. To assist us with traffic and crowd management on the day we are proposing a series of Spectator Hubs geographically spread across the city and the Racecourse will be part of that. Parking at the Knavesmire will be open from 5.30am and the animation of the front of the presentation podium will start at 8.00am. There will be an opportunity for the public to meet/see teams at their team busses based on the Bustardthorpe Field car park. At 9.00am, ahead of the racing peloton, there will be a sponsor's parade, known as the caravan, with up to 180 vehicles which will entertain the crowds seated in the Ebor and Knavesmire stands and in the Race Enclosure, before heading out on the race route through the city. At 11.00am the riders will set off from in front of the stands and head out of racecourse gate 1 onto the route around the city. After York the race will take a route via Harrogate to the finish in Sheffield and the race coverage will continue via big screens positioned at the spectator hubs.
10. We have identified three other areas to operate as spectator hubs, providing a safe and secure place for families to watch the event, supporting our camping provision and assisting with crowd and traffic management plans. Designer Outlet, Rowntree Park/Riverside and Monks Stray have all been proposed as Official TDF Spectator Hubs. The decision on the official hubs is expected by the end of March.

### Highways, Route and traffic management

11. Highways repairs and maintenance are been agreed, scheduled and are expected to come within budget. Officers have been working across the region on traffic management plan co ordination and a full regional list of road closures and associated plans will be released at the end of March. It is expected that these issues shall continue to emerge as the realisation of the impact of the traffic arrangements continues to percolate.

## Local Legacy

12. Not only is York is taking the lead for the region on the legacy programme but we also have our own York legacy objectives and targets.
  - Cycling to be widely perceived as a safe, effective, cheap, healthy and enjoyable activity for commuting and leisure, with the number of trips made by cycle in York by 2023 to be 20% higher than in 2012.
  - To be recognised as a great region for cycle sport, cycle tourism and events with an increase in competitive sports events by 3% and non competitive events by 10% on the 2012 baseline.
  - A broad range of community, public and private sector partners to be effectively working together to promote cycling.
  - Everyone in the region to be able to access appropriate equipment to enable them to cycle.
  - Safe high quality infrastructure and facilities to enable cycling to be provided appropriately measured by a reduction in year on year cycle fatalities and serious injuries.
  - Local authorities and partners to effectively encourage and facilitate everyone in the region to cycle more often as a mode of transport for recreation and for sport with at least one third of all cycling activity to be undertaken by women in 2023.
13. In order to help deliver these targets a programme of led rides, support for clubs based activities and HEAL Health research work has commenced. These will be taking place all across the spring and summer period and will tie into the city's second SKYRIDE. Working in association with British Cycling this event is programmed for Sunday 14th September linking in with the York Cycle Festival. Officers are also bidding to fund a new fleet of adaptive bikes to facilitate the setting up of a new disability cycling club.
14. A programme of cycling activity is planned with both primary and secondary schools, to promote family recreational rides, cycle training, the use of the mountain bike track at Rawcliffe as well as progression to cycle sports clubs. The education pack developed by York has had over 2,000 downloads from the Welcome to Yorkshire site alone. Transport for London, and Active Essex have asked the

York team for permission to replicate the pack for Cambridge to London leg of the race.

### **Cultural Opportunity**

15. For the first time, in its 101<sup>st</sup> running, the race will be accompanied by a cultural festival that celebrates the best of Yorkshire arts and culture, including sporting achievement, and commences on the 27 of March. The full details of the region wide event can be accessed at [www.yorkshirefestival.co.uk](http://www.yorkshirefestival.co.uk)
16. The Cabinet Member for Leisure, Culture and Tourism and lead for the TDF event as approved the following principles for the York Cultural programme:
  - to give the local community and cultural sector the chance to showcase York's diverse and vibrant cultural offer within a wider regional programme
  - to seek to work with partners and organisations making the York programme as inclusive as possible for the communities who live and work within the of boundaries of the City of York
  - to identify innovative and creative ways to bring together all of our communities
  - to build on our longer term goal leaving a lasting legacy for our cultural and creative communities, as well as participants and audiences
  - to promote this once in a life time opportunity for individuals and communities to participate in this unique festival and to help transform York into a city that truly knows how to celebrate.
17. To support this Officers have secured three regional commissions for York: Bike Stories, Tour de Brass and Monday's Child. The main arts commission for Cambridge has been secured by York based Pilot Theatre. Officers have also been working with partners to produce a core York programme. Within that there are four specific community engagement projects: Planting the City Yellow, Dressed to Impress, The Road to York and the Festival Song. The current programme listings are attached at Annex 1, however it is expected that the programme, much like that of York 800 will continually have additional events and activities added.

18. In order to promote the culture of York and engage the community we have set the following outputs to be achieved by the cultural programme:
- Our financial investment to be matched by partners on a minimum 1:1 basis
  - Over 50 events to be delivered by partners and officers within the Festival period
  - Community involvement in the community projects from at least 80% of wards in the city
  - Good and positive coverage of the cultural programme in a range of local and regional media.

### **Commercial Opportunity**

19. Welcome to Yorkshire has estimated an economic benefit to Yorkshire in the region of £100m. Officers are working with the LEP team and WTY to maximise this opportunity for the region but specifically in our planning for York. Promotion of the commercial and business opportunities around the tour has been embedded in our core business engagement work and we have hosted a number of 'TdF Business Road shows' reaching over 100 businesses in the city. An information leaflet for businesses - 'How your business can benefit from the tour' – has been produced and will be distributed widely across the York business networks in early March.
20. The outcomes we are seeking from the commercial opportunities developed as part of the TDF are:
- Residents, visitors, campers, and participants enjoy a fun, positive and safe event
  - Some of the costs of hosting the event to the York taxpayer are mitigated through commercial activities
  - Local businesses enjoy tangible economic benefits from the event through extending the visitor length of stay before, during and after the Race.
  - York's tourism, culture and retail sectors benefits from positive global television and media exposure
  - The City of York benefits from trialling commercial model to operate viable and cost neutral events and festivals in the future.



21. Officers are working with UKTI to develop the Grand Depart International Business Festival which will be held in York in the week before the Race. The National Railway Museum will host the conference and the programme will focus on international trade and investment opportunities linked to Rail, and Bioscience/ Biotechnology. The Business Festival will bring together local businesses and international business visitors. A small business event is also planned and will be held in Parliament Street on the day of the race. The economic impact to the region will be evaluated through research undertaken by the University of Sheffield. This information will be able to be broken down by local authority area.
22. Our commercial innovator has been seconded to us from Visit York and has helped to set up the website to sell the camping, caravanning, parking and merchandise. The web site went live on the 23<sup>rd</sup> of January and is market testing the demand for these facilities.

## **Communications**

23. The City of York Communications lead is part of the Regional Communications Group - which includes Welcome to Yorkshire and Local Authorities across the region - in order to maximise the council's ability to access and communicate up to date, reliable and detailed information that supports the achievement of our strategic objectives.
24. Planned sustained communications activity is aimed at building on the incredible enthusiasm and excitement already in the city about this huge event. It will ensure residents, businesses, communities and partners in York feel informed and able to experience the race and support them to make the most out of the opportunities it will bring. Communications activity will promote how everyone in York can be part of not just the event weekend but the fantastic programme of events in the 100 days beforehand. Communications surrounding the route, traffic management and transport is an important factor in achieving all of this and will be a priority for the council.
25. Communications activity to promote and support a lasting legacy in cycling is underway; ensuring residents know how they can get involved in the huge programme of activities throughout the summer - and beyond - and about the support available to help more people cycle more often. It will also strengthen the city's drive to leave a

lasting legacy for its cultural and creative communities and offer. York has already benefitted from additional positive global media attention since the race was announced. The council will build on this in the run up to, during and after the race alongside partners, to increase York's profile as a place people want to live, work, visit and invest.

## **Implications Financial**

26. The report to Cabinet in October detailed that the event would cost £1,664k. This covered the cost of the event, legacy costs and regional contribution and was funded by the following:

	£'000
Hosting Fee Budget (EIF)	500
Capital Contingency (Highway Works)	200
Delivery and Innovation Fund	200
Council Contingencies	473
Government Contribution	291
	<b>1,664</b>

It is currently anticipated that the costs of the event will be contained within this budget.

27. The creation of the TDFHub2014Ltd as the company with responsibility for delivering the event has resulted in a number of changes in how individual elements of the event will be funded. Overall there is no impact on the net budget for the council of the event.

## **Human Resources (HR)**

28. Following the recommendation of Cabinet we have secured additional resources through freelance short term appointments to support the operational planning and commercial innovation element of the event delivery. We will also be looking at volunteering opportunities for our staff not only through the 'Le Tourmakers' programme but also in other roles across the cultural, event and legacy programme.

## **Equalities**

29. Work is underway to look at access issues and create safe viewing opportunities to allow as many people as possible to engage with the event. The cultural programme promote inclusive involvement and the legacy also has a strong focus on enabling access all who want

to have a go at cycling. Our cycle programme including Skyride and similar event will include routes for adapted bikes.

30. An equality impact assessment has been completed and will be built on as more details around the event emerge. We will engage fully with our communities as this is progressed.

### **Legal**

31. In February the Cabinet approved the delegation of authority to the Chief Executive to enter into agreement with Leeds City Council to deliver the event. An adapted agreement is expected to be signed by the end of February.
32. Under s1 Localism Act 2011, the Authority has a general power of competence, which enables it to enter into arrangements to deliver the Project. Legal Services will provide advice on the preparation of the contract.

### **Risk and Opportunity Management**

33. A programme management process and system has being put in place to ensure that all identified and emerging threats are recorded and planned for as part of the overall planning framework for the event.

### **Corporate Objectives**

34. The successful delivery of the Tour de France event and legacy supports the council's priorities of Creating Jobs and Growing the Economy and Building Strong Communities. The long term ambition of improving York's position as a Cycling City will support the priority of Get York Moving and Protect the Environment.

### **Recommendations**

35. Cabinet are asked to:

- (i) Note the success and progress made with the delivery of the Tour de France against the objectives agreed.
- (ii) Approve the outcomes detailed in the report.

Reason: to ensure the successful delivery of the Tour De France events in York and support York's cycling legacy.

**Contact Details**

<b>Author:</b>	<b>Cabinet Members and Chief Officers responsible for the report:</b>		
Gill Cooper Grand Depart Lead 01904 554671	Cllr Sonja Crisp, Cabinet Member for Leisure, Culture and Tourism and Cllr Dave Merrett, Cabinet Member for Planning, Transport and Sustainability  Sally Burns Director of Communities and Neighbourhoods  Darren Richardson Director of City and Environmental Services		
	<b>Report Approved</b>	√	<b>Date</b> 21/02/2014
<b>Specialist Implications Officer(s)</b> Jo Gilliland, Leona Marshall Helen Ridge Andrew Sharp Patrick Looker Glen McCusker			
<b>Wards Affected:</b> All			√

**Background Papers:** None**Annexes :** Annex 1 - York Festival Programme 2014

## YORK FESTIVAL PROGRAMME 2014

<b>DATES</b>	<b>FESTIVAL OR EVENT</b>	<b>COMMUNITY ACTIVITY</b>	<b>LEAD ORGANISATION</b>
	<b>Start of Yorkshire Cultural Festival</b>		
<b>MARCH</b>			
1 March - July	York Maze Land Art		York Maze
26 - 28 March	York Literature Festival		York Literature Festival
28 March	Grand Depart Exhibition		York Open Studios
<b>APRIL</b>			
April onwards		Trash Bang!	Billy Hickling
1 April	Spoken Word Open Mic		Stairwell Books
2-6 April	Continental Market		CYC
6 April onwards		Riding Bikes Workshops	Riding Lights Theatre
5 - 6 & 12 - 13 April	York Open Studios 2014		York Open Studios
7 - 11 April		Song Cycle	Song Box
9 - 13 April	Made in Yorkshire Market		Made in Yorkshire
18 - 21 April	Chocolate Festival		Sophie Jewett
25 April	Chor and Mor Cansing & Munster		CYC CanSign
26 - 27 April	International Festival of Faith & Culture		York St John University
<b>MAY</b>			
1 - 5 May	Spring Fayre		CYC
3 May	Springboard Festival		YorCreative
4 May	YO1 Festival		YO1
10 May	York Fair Trade Festival		York Fair Trade Forum
10 May	York Festival of New Music		York Spring Festival

## ANNEX 1

## YORK FESTIVAL PROGRAMME 2014

12th May to 30th May	Love Arts York		Love Arts York
16 May - 30 August		TdF Quilt	Quilt Museum
17 May	Art Campaign and Market		Graham Martin
24 - 25 May	Just 30 Fair		CYC
26 - 30 May		Song Cycle	Song Box
29 May - 1 June	Made in Yorkshire Market		CYC
<b>JUNE</b>			
4 June	Gamelan Sekar Petak & Yorkshire Silat		Gamelan Sekar
4 - 15 June	Take Over Festival		York Theatre
7 - 8 June	Buskival		CYC
7 - 8 June	York Eats		YO1
14 June	York Carnival		University of York
12 - 22 June	Festival of Ideas		University of York
14 - 15 June	Curiouser		York Curiouser
20 June	Breaking Away/American Flyers		Southbank Cinema
20 - 21 June	Bike Story (Regional Project)		509 Arts Ltd
21 June	York Pride		LGBT Forum
20 - 28 June	York Food & Drink Festival		York Food Festival Ltd
21 - 22 June	Tour De Brass		Brassed On
23 June - 6 July	Boulevard St Leonard's		Yorkshire Air Museum
25 June - 6 July	All's Well that Ends Well		York Shakespeare
27 June	Maintenant (Now)		Yorkshire Air Museum
28 - 29 June	World War 1 Exhibition & Air Forces Day		Castle Museum

## YORK FESTIVAL PROGRAMME 2014

<b>JULY</b>			
2 July	Le Grand Bal des Officiers Français 1944-2014		Yorkshire Air Museum
2,4 & 5 July	Cis & Barbiche		York Theatre Royal
6 July	Le Grand Riding Lights - Festival		Riding Lights Theatre
6 July	Bike Story (Regional Project)		509 Arts Ltd
12 July	York Early Music Festival		NCEM

<b>REGIONAL PROJECTS COMING TO YORK – FINAL DATES TO BE CONFIRMED</b>		
Bike Story	509 Arts Ltd	Theatre and Community
Tour de Brass	Brassed on York Ltd	Music
Monday's Child	Tutti Frutti and York Theatre Royal	Theatre
<b>REGIONAL PROJECTS – POSSIBILITIES TO BE NEGOTIATED</b>		
Tour De Cinema	Sheffield Doc/Fest - with multiple film/doc partners	Film
The Tour of Infinite Possibility & Festival Song	Grassington Fest/Hope & Social	Music
Cart Before Horse	Stumble Dance Circus	Dance / Circus
The Woolly Bike Trail	Cassandra Kilbride	Visual Arts
The Sheffield Steel Peleton	Sheffield Peleton Field Cycles	Visual Arts

<b>REGIONAL SCHOOLS AND COMMUNITY PROJECTS - DETAILS TO BE CONFIRMED</b>		
Bonjour! Film Your Tour (Formerly Sustrans Film Competition)	Sustrans	Schools' Project
DepARTures	Cape UK	Educational Resource
<b>YORK COMMUNITY PROJECTS - DETAILS TO FOLLOW</b>		
Planting York Yellow	CYC - Parks & OS	Planting - dressing York
Herald the Race	CYC - Events & Festivals	Banners & flags - dressing York
The Road to York	CYC - Adult Education	Large painting - dressing York
Grand Départy	CYC - Events & Festivals	Welcome the Race celebration
Community Volunteering Projects	University of York	9 student led projects
Massed Sing and Sign	Accessible Arts & Media	Welcome the Race celebration
York Open Gardens Weekend	ABC Gardening Club	CYC Small Grant Project
The Yorkshire Tapestry	Fulford Tapestry	CYC Small Grant Project
The Wheel Turns Exhibition	According to McGee	CYC Small Grant Project
Life Cycles - Free Wheeling	St Nicholas Fields	CYC Small Grant Project
Hidden Cycles	York Curiouser	CYC Small Grant Project
Sea of Bikes - (working title)	York Remembers Rowntree Oral History Project	The Rowntree Society
Once Seen theatre performance (Working title)	Once Seen Theatre Company	Commissioned inclusive theatre

*As at 28 January 2014*