

**Notice of a public meeting of
Executive**

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

Date: Thursday, 24 September 2015

Time: 5.30 pm

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

A G E N D A

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 Monday 28 September 2015**.

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

1. Declarations of Interest

At this point, Members are asked to declare:

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

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

- 2. Minutes** (Pages 1 - 14)
To approve and sign the minutes of the last Executive meeting held on 27 August 2015.

- 3. Public Participation**
At this point in the meeting members of the public who have registered to speak can do so. The deadline for registering is **5.00pm on Wednesday 23 September 2015**. 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/file/6453/protocol_for_webcasting_filming_and_recording_of_council_meetingspdf

- 4. Forward Plan** (Pages 15 - 22)
To receive details of those items that are listed on the Forward Plan for the next two Executive meetings.
- 5. York Museums Trust Funding** (Pages 23 - 34)
This report proposes a new legal and funding relationship between City of York Council and York Museums Trust and asks Members to note the Trust’s revised charging plans, agree a process for updating the legal agreement, commission further work to protect the museums assets and agree the release of contingency monies to fund the cost of the new concessions.

6. Progress Report: City of York Trading Ltd (Updated Report) (Pages 35 - 80)

This report was presented to the Executive on 27 August 2015 with an update on the progress of City of York Trading Ltd (CYT Ltd), the council's trading organisation for council services. Executive Members agreed to defer the report pending a review of governance arrangements by Group Leaders and this report has now been updated to cover the issues raised.

7. Community Asset Transfer - Knavesmire Changing Rooms to Hamilton Panthers Football Club (Pages 81 - 88)

This report outlines proposals for the new changing rooms and pavilion building to be built on the site of the existing building currently leased to the Hamilton Panthers Football Club. In accordance with the Council's Community Asset Transfer policy it is proposed to transfer the new building for the Club to take a 99 year lease.

8. Appropriation of land at Huntington Stadium, for Planning Purposes (Pages 89 - 108)

This report outlines the requirement to appropriate land at Huntington Stadium and the surrounding area for planning purposes for development in line with existing planning consent.

9. Park & Ride Bus Contract Options (Pages 109 - 168)

This report examines options for the delivery of the Park and Ride service after the end of the current contract in February 2017. Members are asked to decide on the principles for the specification for the service and delivery methodology to enable a contract to be prepared to operate the service for the next 8 years.

10. Highway Asset Management Report (Pages 169 - 216)

This report provides an overview of the strategy and approach that the authority take in the management of highway assets. Members are asked to confirm the process for the annual programme of maintenance work and agree the Streetlighting Policy document at Annex 1.

11. Draft Council Plan 2015-19: Report on the Consultation Exercise (Pages 217 - 234)

This report summarises the findings of the recent consultation on the Council Plan and proposes some amendments, prior to Council agreement.

12. 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

Meeting	Executive
Date	27 August 2015
Present	Councillors Steward (Chair), Aspden (Vice-Chair), Ayre, Brooks, Carr, Gillies, Runciman and Waller
Other Members participating in the meeting	Councillors S Barnes (as substitute for Cllr Williams) and D'Agorne
In attendance	Councillors Cuthbertson and Warters

Part A - Matters Dealt with under Delegated Powers

37. Declarations of Interest

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

Councillor Stuart Barnes declared a personal non prejudicial interest in respect of agenda item 8 – Healthy Child Service as he was employed by an National Health Service Trust outside the city.

38. Minutes

Resolved: That the minutes of the last meeting of the Executive held on 30 July 2015 be approved and signed by the Chair as a correct record.

39. Public Participation

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

Community Stadium and Leisure Facilities Procurement Update

Fiona Evans spoke on behalf of the Yearsley Pool Action Group expressing her support and thanking the administration for securing the future of Yearsley Pool as part of the 13 year leisure contract. She referred to the unique nature of the long distance pool and confirmed that the Action Group were committed to any future proposals.

Brian Watson referred to the time taken to procure the Stadium and Leisure Facilities and to access to information which had not been possible owing to confidentiality. He questioned sign up to the Stadium by all parties and requested scrutiny of the full programme including risks.

Councillor Warters spoke in respect of the Community Stadium and its procurement. He welcomed oversight of the scheme by the Community Stadium Lead Members Group. He also questioned the possible use of outside consultants to bring the scheme to completion.

Advertising Board and Other Equipment on the Public Highway

Sue Barnes-Wilson spoke as the owner of Gillies Fabrics in Peter Lane, highlighting the difficulties she would encounter if unable to use an A-board to advertise her business.

Healthy Child Service

Charles Mills spoke as Health Visitor Manager at the Monkgate Health Centre. He requested that consultation should be undertaken with the Unite Union who were affiliated with the Community Practitioners and Health Visitors Association and pointed out that there was no health visiting team at the Haxby Road Children's Centre as mentioned in the report. He expressed support for any change in the service which would reduce health inequalities in the city for children and families.

Dr Robert Smith spoke as Consultant Paediatrician and Clinical Director at York Hospital regarding his concerns about the proposed changes to the Healthy Child Services. In particular regarding consultation, the need for a service plan, funding arrangements, performance monitoring and clinical governance and supervision. He referred to the current service which he felt would be fragmented by the proposed commissioning process.

Progress Report: City of York Trading Ltd

Heather McKenzie spoke on behalf of Unison indicating their support for the trading of Council services. However she had concerns regarding consultation, arrangements for engagement with other authorities, performance related pay and to the transparency of the new arrangements. She confirmed that trading should be undertaken in ways that would not disadvantage staff and she requested further scrutiny.

Gwen Swinburn also spoke to raise concerns at the proposed changes and in particular in relation to the governance and oversight of the body.

40. Forward Plan

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

41. Community Stadium and Leisure Facilities Procurement Update

Consideration was given to the report of the Director of Communities and Neighbourhoods which updated the Executive on progress of the procurement process for the Community Stadium and City Leisure facilities project, including Yearsley Pool.

It was noted that it was proposed to bring forward a programme of works from the construction schedule in order to mitigate risks in the delivery timetable, provide additional contingency and reduce ongoing revenue costs relating to the security and maintenance of existing buildings. The commitment given by the joint administration for the long term future of Yearsley Pool was also noted together with the proposal to use the review process as part of the procurement and draft contract to examine the options for the most appropriate future means of operation of the pool.

The outline procurement timetable which indicated the sports stadium element as operational in April/May 2017 was noted together information on risks and financial issues.

Officers presented the report, referring to the complexity of the project and the need to reduce the level of financial risks. Officers indicated that they were not seeking approval of recommendations f) and g), relating to appropriation, pending further work being carried out.

The Executive Member highlighted issues around procurement and the procurement timetable for delivery of the project and to the reconvening of the cross party Community Stadium Lead Members Group who would be kept updated as work progressed. He reported that the Football Stadium Improvement Fund had confirmed their position regarding terracing and the project would proceed on that basis.

Following further discussion it was

Resolved: That the Executive agree to:

- (i) Note the commitment to the long-term future of Yearsley Pool and to commence the formal review process acknowledged by the procurement documentation in October 2015 so that this long term commitment to Yearsley Pool is delivered.
- (ii) Receive a report by March 2016 setting out the findings of the review process set out in i) above and agree the long-term management arrangements for the pool after the New Stadium Leisure Centre is operational. ¹.
- (iii) Proceed with a package of early works as set out in paras 23 to 30 of this report in order to de-risk the delivery timetable and mitigate ongoing revenue pressures. The package of early works includes:
 1. Demolition of the existing Huntington Stadium and Waterworld
 2. The extension of the existing Park & Ride site and associated reconfiguration works to the car parking areas.
 3. Progress detailed design aspects of the construction phase.
- (iv) Agree to the cost of these works, valued at c.£2m, being brought forward from the

construction schedule (set out in iii above) to be funded from the existing approved stadium and leisure budget.^{2.}

- (v) Receive a contract award report for the Stadium Scheme by January 2016.^{3.}

Reason: To enable the delivery of this important council project .

Action Required

- 1. Commence formal review process and schedule report back to Executive on Council's Forward Plan. TA, CC
- 2. Implement package of early works. TA, CC
- 3. Schedule a contract award report on the Council's Forward Plan. TA, CC

42. Proposed Decision Making Arrangements

Consideration was given to a report which informed the Executive of the outcome of consultation in relation to proposals for new decision making arrangements to allow greater pre decision scrutiny together with proposals for implementation.

Members noted the results of consultation undertaken with the Corporate & Scrutiny Management Policy & Scrutiny and Audit and Governance Committees and the guide prepared to reflect the new arrangements at Annex B of the report.

Members welcomed the update and suggested guidelines which would give greater transparency and scrutiny of decisions and also provided for a review at the end of the municipal year.

Resolved: That the Executive agree to:

- (i) Confirm the introduction of pre decision scrutiny arrangements and their commitment more generally to involving scrutiny in improving the quality of decisions made by the Council.
- (ii) To endorse the proposed arrangements for pre decision scrutiny as set out in this report and described in the guide at Annex A.

- (iii) To invite the Corporate and Scrutiny Management Policy and Scrutiny Committee to:
 - a) Consider how best to involve Members of other Scrutiny Committees in its pre decision call in work
 - b) Establish a Sub Committee to deal with urgent call ins
 - c) To consider the remits of Scrutiny Committees and the membership of CSMPSC itself with a view to presenting proposals to Council ¹.
- (iv) To agree to review the new arrangements at the end of the Municipal Year. ².

Reason: To enable revised decision making arrangements to be put in place

Action Required

- 1. Present options report to CSMC. AD, DS
- 2. Schedule review of decision making arrangements. AD, DS

43. Advertising Boards ("A" Boards) and Other Equipment on the Public Highway

The Executive considered the report of the Director of City and Environmental Services (CES) in relation to advertising boards and other equipment on the public highway used to promote primarily private businesses across the city.

Members noted the work of the previous scrutiny review on the subject and their recommendation, agreed by Cabinet to request the Director of CES to prepare guidelines for the use of A-Boards across the city, in consultation with interested parties.

Consideration was also given to a recent letter from the Royal National Institute for the Blind, who campaigned for a zero tolerance approach to A Boards, at Annex D of the report, in which they offered to work with the Council to develop a policy which would give some flexibility.

Officers presented the report and the following options:

Option 1 – Zero Tolerance.

Option 2 – Prepare a Draft Policy and consult appropriate bodies.

The Executive Member confirmed his support for the need for a regulated approach, owing to the proliferation of boards around the city but he highlighted the need for a balance between highway users and businesses.

Resolved: That the Executive agree to request:

- (i) That Officers prepare a Consultation Draft Policy to include a formal licensing arrangement for A Boards in accordance with strict criteria, (this being consistent with the earlier Cabinet resolution) and commence a consultation exercise on the Draft Policy over forthcoming months;
- (ii) That such consultation to be focused to provide engagement with representatives of the business community, in particular retail groups and the Business Improvement District and also representatives of those who are blind and partially sighted, those with mobility issues such as charities/groups including the RNIB, Guide Dogs and York specific groups, such as York Blind and Partially Sighted Society; ^{1.}
- (iii) That a further report be brought to the Executive later in the year to present the findings of this consultation and a recommended Final Draft Policy, together with estimated financial implications of implementation and enforcement. At this next stage the Final Draft Policy will have been the subject of a full Equalities Impact Assessment and consultation process, before being recommended to Members for approval. ^{2.}

Reason: To provide adequate control of the many and varied obstructions (particularly for those with impaired mobility for example, blind and/or partially sighted) temporarily located on the public highway. This taking into account of the Council's responsibilities under the Highways Act 1980, the Equality Act 2010 and Town & Country Planning Act 1990. To contribute further to

the removal of street clutter, improve the street scene and public realm.

Action Required

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|---|--------|
| 1. Prepare draft policy and undertake necessary consultation. | RB, NF |
| 2. Schedule a further report on the Council's Forward Plan. | RB, NF |

44. Healthy Child Service

Consideration was given to the report of the Director of Children's Services, Education and Skills on proposals for the future provision of a Healthy Child Service in the city. The current commissioning arrangements meant that the Healthy Child Programme (HCP) for 5-19 years was currently the responsibility of the City of York Council through a contact with the York Teaching Hospital NHS Trust. With the transfer, on 1 October 2015, of 0-5 child public health services commissioning this would complete the transfer of public health responsibilities to local authorities.

It was noted that the Council intended to develop a new Healthy Child Service which would offer an integrated child and family centred approach and deliver the HCP 0-19 years and that consultation on the new arrangements had been co-ordinated by the Children's Trust Unit. The challenges that the new delivery model would need to address together with details of the three phase delivery programme and associate implications were set out in full in the report.

Officers referred to the unique opportunity this provided to integrate services and improve outcomes for children and deliver a more family focussed and community based service. They confirmed that it was standard practice to consult with all Unions in relation to any staff changes and that they understood the concerns raised earlier in the meeting which would be examined as part of the ongoing work, and during staff consultation.

The Executive Member thanked earlier speakers for their comments and confirmed that the specialist school nursing service was not included in the proposals and would remain in schools.

Some Members expressed concern at the delivery timetable and following further discussion consideration was given to the following options:

Option 1 – Do not re-procure a new service

Option 2 – To re-procure a new service through competitive tender

Option 3 – To allow the existing contracts for health visiting, school nursing and National Child Measurement Programme to lapse on 31 March 2016 and create an “in house” provision based on the recommended model for the new 0-19 Healthy Child Service from 1 April 2016

Resolved: That the Executive approve Option Three – to allow the contracts for the existing health visiting, school nursing and National Child Measurement Programme to end on 31 March 2016 and create an “in house” provision with a new delivery model with effect from 1 April 2016. ¹.

Reason: Given the imperative to ensure that the establishment of a new Healthy Child Service supports the delivery of the transformation programme already in progress across children’s services and, in particular, the offer provided by Children’s Centres and Youth Services, including Castlegate, this is the option that provides the greatest flexibility and value for money. It will also facilitate local integration with health services for children and young people that are delivered by NHS organisations such as York Hospital NHS Foundation Trust and Tees, Esk and Wear Valleys NHS Foundation Trust.

Action Required

1. Proceed with implementation of SS, JS proposals for future provision of service.

45. Progress Report: City of York Trading Ltd

The Executive considered an update report from the Director of Customer and Business Support Services on the progress of

City of York Trading Ltd (CYT Ltd), the Council's trading organisation for council services.

Details of performance to date, including that focused on the Work with York brand and new product offers were reported together with results of a governance review and recommended changes to the Shareholder Agreement.

In answer to earlier questions Officers confirmed that democratic and governance oversight was carried out by the Shareholder Committee made up of three Council Members and that the proposals would strengthen this role. They also confirmed that performance related pay related to the small administrative team that ran the service.

Members were requested to agree or to disagree with the changes to the Shareholders Agreement as stated in recommendation a) or propose amendments.

Following further discussion the Chair suggested that, in view of issues raised by earlier speakers, the report be referred to the Group Leaders meeting on 3 September for review prior to further consideration by the Executive.

Resolved: That in view of the concerns raised at the meeting, the Executive agree to defer this item and refer it to the next Group Leaders meeting for further consideration, prior to a report back to a future Executive meeting. ^{1.}

Reason: To allow Group Leaders to examine the issues raised and to ensure that they understand the progress of the council's Trading Company and are involved in setting the direction of the future business.

Action Required

1. Refer to next Group Leaders meeting

JP

46. 2015/16 Finance and Performance Monitor 1

Consideration was given to a report which presented details of the Council's finance and performance position for the period covering 1 April to 30 June 2015, together with an overview of emerging issues.

It was noted that the financial pressures facing the Council were projected at £1,904k an improvement from the last two years. An overview of the forecast on a directorate basis was shown at Table 1 of the report, with detail of the main variations and mitigating actions proposed in each Directorate at paragraphs 8 to 25 and performance at paragraphs 31 to 52.

Officers highlighted the impact of the government requirement for Council's to sell their high value properties when they became vacant and the impact of this on the Housing Revenue Account.

Resolved: That the Executive agree to note the current finance and performance information as set out in the report.

Reason: To ensure expenditure is kept within the approved budget.

47. Capital Programme - Monitor 1 2015/16

[See also Part B minute]

Members considered a report which set out details of the Council's projected capital programme outturn position for 2015/16, including any under/over spends and adjustments, together with requests to re-profile budgets to/from current and future years.

It was noted that the current 2015/16 capital programme, as approved by Council and updated in July was £100.381m, with current monitor showing a decrease of £5.091m resulting in a revised capital programme of £95.290m, the majority of which was attributable to the re-profiling to future years budgets.

The variances in each portfolio were shown at Table 1 of the report and a summary of the key exceptions and implications on the capital programme reported in paragraphs 8 to 32 and Annex A. Revisions to the 5 year programme were also reported together with details of funding for future years to 2019/20.

Officers highlighted the expenditure being undertaken in Children's Services on the school rebuild schemes at Fulford and St Barnabas Primary School.

Resolved: That the Executive:

- (i) Note the 2015/16 revised budget of £95.290m as set out in paragraph 6 and Table 1 of the report.
- (ii) Note the restated capital programme for 2015/16 – 2019/20 as set out in paragraph 30, Table 2 and detailed in Annex A of the report.

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

Part B - Matters Referred to Council

48. Capital Programme - Monitor 1 2015/16

[See also Part A minute]

Members considered a report which set out details of the Council's projected capital programme outturn position for 2015/16, including any under/over spends and adjustments, together with requests to re-profile budgets to/from current and future years.

It was noted that the current 2015/16 capital programme, as approved by Council and updated in July was £100.381m, with current monitor showing a decrease of £5.091m resulting in a revised capital programme of £95.290m, the majority of which was attributable to the re-profiling to future years budgets. A net increase of £209k was attributable to an increase in government grants and use of S106 funds.

Recommended: That Full Council agree the adjustments in the programme of a decrease of £5.091m in 2015/16 as detailed in the report and contained in Annex A. ¹

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

Action Required

1. Refer to Council

JP

Cllr C Steward, Chair

[The meeting started at 5.30 pm and finished at 7.05 pm].

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Forward Plan: Executive Meeting: 24 September 2015

Table 1: Items scheduled on the Forward Plan for the Executive Meeting on 29 October 2015

Title and Description	Author	Portfolio Holder
<p>Burnholme Development Business Case</p> <p>Purpose of Report: To present the Executive with the Business case proposals for the redevelopment of Burnholme.</p> <p>Members are asked to approve the Business Case.</p>	Louise Ramsay	Executive Member for Housing and Safer Neighbourhoods and Executive Member for Adult Social Care and Health
<p>Coppergate Traffic Restrictions</p> <p>Purpose of Report: To provide options for the provision of traffic restrictions on Coppergate.</p> <p>Members are asked to approve the principles, processes and delegations for the delivery of traffic restrictions on Coppergate. To approve delegations for the management and delivery of a wider urban realm and traffic regulation scheme.</p>	Alistair Briggs	Executive Member for Transport and Planning
<p>ICT Services Report</p> <p>Purpose of Report: To raise the awareness of ICT Services, its strategy, approach and scope.</p> <p>Members are asked to endorse the ICT strategy and service approach.</p>	Roy Grant	Executive Leader, Finance & Performance

Title and Description	Author	Portfolio Holder
<p>Youth Support and Advice Service</p> <p>Purpose of Report: This paper will provide details about the proposed model for a new integrated youth support and advice service for 16-25 year olds. The new model will complete the transformation of services currently located at 29a Castlegate and will result in the development of an integrated and co-located youth service offer operating from a city centre and various community-based venues which will bring together a range of professionals/partners to provide specialist advice and support for young people at risk of NEET, care leavers, those in the youth justice system and from other vulnerable groups. The service would provide targeted support to promote young people's emotional health and wellbeing and support welfare to work pathways to secure effective transition to adult life for vulnerable young people.</p> <p>Members will be asked to consider and approve the new model for an integrated youth support and advice service for 16-25 year olds.</p>	Steve Flatley	Executive Member for Education, Children and Young People
<p>Joint Minerals and Waste Plan - Preferred Options</p> <p>Purpose of Report: This report sets out an overview of the content of the Joint Minerals and Waste Plan Preferred Options document, highlighting those issues, policies, sites with most relevance to York.</p> <p>The Executive is asked to agree that the Joint Plan can be published for public consultation in November 2015.</p>	Rebecca Harrison	Executive Member for Transport and Planning

Title and Description	Author	Portfolio Holder
<p>School Capital: Basic Need and Maintenance</p> <p>Purpose of Report: This paper will provide Members with information about the planned basic need programme for 2015-16 and the future place planning pressures through to 2020 which will direct the need to commission further additional school places. The paper will also outline the existing pressures with the capital maintenance programme and seek Executive's approval for the use of basic need funding to address these pressures.</p> <p>Members are asked to consider and approve:</p> <p>(1) the plans for the use of basic need to add additional school places in 2015/16</p> <p>(2) the proposed use of basic need capital to fund capital maintenance schools to 2018/19</p> <p>The report will also ask Members to note the proposed use of basic need to meet place planning pressures between 2016/17 and 2018/19. Specific details of each of these schemes will be submitted separately for Executive approval following the completion of feasibility studies and detailed options appraisals.</p>	<p>Mark Ellis Jake Wood Maxine Squire</p>	<p>Executive Member for Education, Children and Young People</p>
<p>The Future of York's Guildhall and Riverside – Project Update Report</p> <p>Purpose of Report: To confirm the outcome of the scrutiny review of the project (as agreed by July Executive)</p> <p>Members are asked to confirm that further detailed project development work should now be progressed to enable a deliverable scheme to be developed for approval in accordance with a revised project programme</p>	<p>Tracy Carter</p>	<p>Executive Leader, Finance & Performance</p>

Title and Description	Author	Portfolio Holder
<p>Protecting Public Houses</p> <p>Purpose of Report: To provide Members with background information in relation to the options available to the Council to afford greater protection to public houses including Article 4 Directions and the assets of community value register.</p> <p>Members will be asked to consider a number of options relating to protecting public houses.</p>	Frances Sadler	Executive Member for Transport and Planning
<p>Older Person's Accommodation Programme</p> <p>Purpose of Report: To provide to Members the outcome of consultation undertaken with the residents, family, carers and staff of Grove House and Oakhaven to explore the option to close each home with current residents moving to alternative accommodation.</p> <p>Members are asked to make a decision regarding the future of each home.</p>	Roy Wallington	Executive Member for Adult Social Care and Health
<p>Southern Gateway</p> <p>Purpose of Report: The report will set out work done to build a coherent vision for the future regeneration of the area around Piccadilly and the Eye of York.</p> <p>Members are asked to agree to release resources to develop proposals to ensure the area is improved and becomes a healthy and vibrant part of the city centre.</p>	Tracey Carter	Executive Leader, Finance & Performance

Table 2: Items scheduled on the Forward Plan for the Executive Meeting on 26 November 2015

Title and Description	Author	Portfolio Holder
<p>Q2 Capital Programme Monitor Purpose of Report: To provide members with an update on the capital programme.</p> <p>Members are asked to note the issues, recommend to full council any changes as appropriate.</p>	Ross Brown	Executive Leader, Finance & Performance
<p>York Central and Access Project Purpose of Report: To update Members on the current status of the project to develop the York Central site.</p> <p>Members will be asked to consider a range of matters regarding the project.</p> <p>This report may contain an annex that may be considered in private as it contains Exempt Information as described in Paragraph 3 of Part 1 of Schedule 12A to the Local Government Act 1972 (as amended) in that the information relates to the financial or business affairs of any particular person (including the authority holding that information).</p>	Sarah Tanburn	Executive Member for Economic Development and Community Engagement
<p>Q2 Finance & Performance Monitor 2015/16 Purpose of Report: To provide Members with an update on finance and performance information.</p> <p>Members are asked to note the issues.</p>	Debbie Mitchell	Executive Leader, Finance & Performance

Title and Description	Author	Portfolio Holder
<p>Treasury Management and Prudential Indicators Mid Year Review</p> <p>Purpose of Report: To provide members with an update on the treasury management position.</p> <p>Members are asked to note this issue and approve any adjustments required to the prudential indicators or strategy.</p>	Ross Brown	Executive Leader, Finance & Performance
<p>Council Tax Support Review</p> <p>Purpose of Report: To present Members with the outcomes of a review of Council Tax support as requested at the August 2015 Executive.</p> <p>Members are asked to consider the content of the report and approve the proposed strategy moving forward.</p>	Pauline Stuchfield David Walker	Executive Leader, Finance & Performance Executive Member for Adult Social Care & Health

Table 3: Items slipped on the Forward Plan

Title & Description	Author	Portfolio Holder	Original Date	Revised Date	Reason for Slippage
<p>York Central and Access Project</p> <p>Purpose of Report: To update Members on the current status of the project to develop the York Central site.</p> <p>Members will be asked to consider a range of matters regarding the project.</p> <p>This report may contain an annex that may be considered in private as it contains Exempt Information as described in Paragraph 3 of Part 1 of Schedule 12A to the Local Government Act 1972 (as amended) in that the information relates to the financial or business affairs of any particular person (including the authority holding that information).</p>	<p>Sarah Tanburn</p>	<p>Executive Member for Economic Development and Community Engagement (Deputy Leader</p>	<p>30 July</p>	<p>26 Nov</p>	<p>To enable further discussions to take place with the Portfolio Holder around the complexities involved in this project.</p>

Title & Description	Author	Portfolio Holder	Original Date	Revised Date	Reason for Slippage
<p>Burnholme Development Business Case</p> <p>Purpose of Report: To present the Executive with the Business case proposals for the redevelopment of Burnholme.</p> <p>Members are asked to approve the Business Case.</p> <p>To allow additional time to fully evaluate the available procurement routes this item has been deferred to the September Executive.</p>	<p>Louise Ramsay</p>	<p>Executive Member for Housing and Safer Neighbourhoods and Executive Member for Adult Social Care and Health</p>	<p>27 August</p>	<p>29 October</p>	<p>In order to allow more time to evaluate the available procurement routes.</p>



Executive

24 September 2015

Report of the Director of Communities and Neighbourhoods

York Museums Trust Funding

Summary

1. This report proposes a new legal and funding relationship between City of York Council and York Museums Trust (YMT).

Recommendations

2. The report asks the Executive to:
 - Note York Museums Trust's revised charging plans following discussions between the Council and YMT
 - Agree a process for updating the legal agreements between CYC and the trust to reflect new funding levels
 - Commission further work with regard to options for new legal structures to better protect the museum assets
 - Agree the release of £20k from contingency to fund the maximum cost of the new concessions

Reason: To ensure a vibrant and sustainable museums service over the long-term.

Background

3. In 2002 City of York Council entered into a partnership agreement with the newly constituted York Museums Trust in order to ensure the long-term stability and prosperity of the City's museums and collections. The background to the decision was a sharp decline in museum visits and a pressing need for investment in the museums. YMT has been highly successful. Its key achievements have been in the following areas:
 - a. **Visitor numbers:** Visitor numbers have risen from 387,000 in the first full year of operation to 656,000 in 2011/12.

- b. **Delivering new income streams:** YMT has increased the diversity of their income streams and their overall income. In 2002 the Council's grant accounted for over 50% of YMT's income; in 2015 it has reduced to less than 10% of income with admission charges, Arts Council *Major Partners Museum* funding, and other trading income making up the remainder.
 - c. **Developing new exhibitions and interpretive service:** There is now an excellent programme of activities at all the sites managed by the Trust. Partnerships with the Arts Council: England, The Tate and the British Museum have not only brought the best of national collections to York but have also shown York's collections regionally and nationally. The Trust's Learning support team have won awards for their interpretation and informal learning programme. The Trust contributes to many wider city initiatives such as the York Mystery Plays.
 - d. **Upgrade the building assets:** YMT has so far raised approximately £16m which it has invested in the Council's buildings, gardens, public programmes and collections.
 - e. **Increase use and involvement by residents:** There were 5,000 visits from York school children from over 50 state and independent sector schools last year. The volunteer programme has over 400 active volunteers at any one time, and working with the H.E. sector the trust hosts over 20 student placements annually. They have an active inclusivity programme supported by the Joseph Rowntree Foundation, Arts Council: England and Renaissance in the Regions.
 - f. **Achieve high visitor satisfaction:** The Trust has successfully retained the Visitor Quality Assurance standard and their own visitor survey show that visitor satisfaction is consistently above 96% with an average 98% of visitors willing to recommend the visit to others.
 - g. **Ensure the cataloguing of the collections:** The agreed programme of retrospective documentation is on target. The Trust team has also developed an acquisitions programme to reflect the history, science and culture of the city and region.
4. Funds raised have been used to:
- Complete a major refurbishment of the York Art Gallery, to reopen on 1 August, increasing exhibition space by 60%, with a mezzanine gallery and new upper south gallery which will house the new Centre of Ceramic Art

- New gardens are being created that will connect the historic Museum Gardens with the area behind York Art Gallery. Two of the garden areas open to the public in time for the opening of the gallery.
 - Undertake a major development at the Castle Museum, using film and voice to tell the stories of the Debtors prison, and bringing the social history remit of the museum up to date through the 1960s exhibition. Kirkgate has also been refreshed with new interpretation including sound and light. Better learning spaces have been provided and, for the first time, a visitor lift. The first exhibition held in these new spaces was the successful *1914: When the World Changed Forever*
 - Create a vibrant museums education provision with 3 new learning posts
 - Tackle the problems in collections management through a new Directorate of Collections
 - Strengthen the curatorial team with new posts in archaeology and natural history
 - Refurbish the Yorkshire Museum through a £2.2m project to redisplay the museums collections. A specially commissioned History of York Video is now available to all visitors in the Tempest Anderson Hall
 - Invest in the Yorkshire Museum Gardens improving the planting and labelling in order to restore the botanical garden and open it up more sustainable and flexible use
 - Develop a new contemporary art venue in the city at York St Mary's showcasing the best of international contemporary artists and developing a programme of events to support major festivals in the city.
 - Achieve accreditation for all of YMT museums, an important mark of quality within the sector
5. YMT continues to develop robust and exciting plans for the continued development of the city's museums and gallery; however, it faces significant financial challenges. The Council's annual grant has reduced from £1.5m in 2012/13 to £600k in 2015/16, a 60% cut. In response to these reductions YMT has made significant efficiency savings including reducing the number of senior managers and curatorial staff; however, the trust recognises that savings alone will not come close to closing the funding gap and that it needs to

operate increasingly as a self-sustaining commercial organisation, adapting its business model and seeking new ways to generate income, if the museums are to continue to be a key part of York's cultural offer. The trust sees freedom to set pricing as a central component of the approach required to make the trust economically viable and, over time, more self-sufficient.

6. In line with this, YMT approached the Council seeking permission to introduce a new scheme of entry charges to the museums and Art Gallery for YorkCard holders. This proposal was considered by the Learning and Culture Scrutiny on 29 July followed by the Executive Member for Culture Leisure and Tourism at a decision session. Following the recommendation of the scrutiny committee the Executive Member deferred a decision to this meeting of the Executive.
7. Notwithstanding this deferral YMT then took the decision to implement a new scheme of charging for YorkCard holders, at the three institutions, with effect from 1 August.
8. Following these events a series of meetings has taken place between YMT and the Executive Member, members of the Learning and Culture Scrutiny Committee and officers with a view to understanding better the needs of both the Council and YMT and to reach an acceptable position with regard to proposed charges. This report sets out the improved position that has been achieved as a result of these discussions.

Issues

YMT's Financial Position

9. The £500k reduction in the trust's budget in 2015/16 has presented severe challenges to the trust. This is compounded by the fact that the York Art Gallery project was c. £200k over budget due to unforeseen structural problems, whilst the extension to Museum Gardens is c. £500k over budget, and rising, due primarily to the discovery of large areas of contaminated ground which have had to be disposed of in specialist tips.
10. The result of cuts in council funding and capital cost over-runs is that YMT's cash reserves are depleted from £1.2m to c.£500k, which is less than one month's expenditure, including salaries, and only a third of a prudent level. YMT's future sustainability is heavily dependent on ticket and membership sales.

11. It is worth noting that whilst many local authority museum services have suffered severe cuts over the last few years, few major services have such low levels of investment as York. The following table shows a sample of 2015-16 Local Authority funding, in total and as a % of turnover:

	Local Authority Funding £	% of Turnover
Birmingham Museums Trust	3,433,000	29%
Brighton Museums Service	1,550,000	22%
Derby Museums Trust	1,054,000	53%
Leeds Museums Service	4,160,000	59%
Sheffield Museums Trust	1,543,700	47%
Newcastle Museums Service	2,786,460	31%
Cheltenham Leisure & Culture Trust	800,000	16%
Wakefield Hepworth	1,200,000	38%
York Museums Trust	600,000	9%

12. Turning to the financial outlook, it is to be expected that the Council will have to make further significant staged reductions in the grant in the years up to 2019/20 in view of the decreasing funding that York receives from central government. YMT also faces the possibility that national income streams for the arts could be reduced or reallocated elsewhere which could have a major impact if the grant that it receives from the Arts Council is reduced.
13. With the likelihood of further reductions in the future YMT believes that going forward it needs to establish a new relationship with York residents, one based around a membership scheme whereby users pay for their use. It can be expected that over time this will build to tens of thousands of residents and generate several hundred thousand pounds. Since it will no longer be possible for the Council to fund free entry for York residents in the future by charging every one through their council tax it is logical that the cost is borne by those who choose to make use of the facilities. Membership schemes have additional benefits in facilitating communication between visitor attractions and their users, increasing usage and encouraging residents to get involved in other ways such as volunteering.

The Legal Position

14. There are three main aspects to the legal position relevant to the issue of charging:
 - The building leases
 - The Partnership Funding Agreement
 - YMT's charitable status

The Leases:

15. The reason that YMT needs the Council's permission to charge residents for entry to the Art Gallery and Castle Museum, is that the leases for those buildings contain a clause requiring them to give free entry to York residents for everything other than special exhibitions, except where the Council gives them written permission to do otherwise. (The trust has full freedom to charge non-residents).
16. In practice the Council has not required YMT to give free access to York residents over the years, but rather has asked them specifically to give free access only to residents who have bought a YorkCard from the Council / Explore York.
17. By introducing a charge for YorkCard holders without agreement from the Council, the Trust is in breach of the relevant clause in the lease. The Council would have the right to seek an injunction to stop the trust making the charge, or alternatively, to seek to forfeit the lease and take back the property.
18. To obtain an injunction the Council would need to satisfy the Court that it was "just and equitable" to make an order. This would be difficult to argue since the trust will assert that it has been forced into making the charges because of the reduction in its grant funding made by the Council without its agreement.
19. A forfeiture of the lease is entirely impractical since the Council has no means of operating the Art Gallery. Furthermore, it would face the prospect of having to make repayments of some of the capital grant funding obtained by YMT to transform the Art Gallery. In any event, if the Council decided to seek to forfeit the Lease, the trust has the option of applying to the Court for relief against forfeiture, which if successful, would allow it to remain in the premises. Clearly, the trust would not wish to give up possession of the Art Gallery and would no doubt oppose any forfeiture of the Lease. It

would argue that it has been forced to introduce charging because of the cuts in its grant funding from the Council.

The Partnership Funding Agreement:

20. The Partnership Funding Agreement between the Council and YMT provides a mechanism for funding to be agreed for fixed 5 year periods. Funding was agreed in 2012 for the period 2013-18 at a figure of approximately £1.2m. Subsequently, however, the Council informed YMT, without negotiation, that its funding would be reduced to £1.1m in 2014/15 and to £600k in 2015/16. YMT would argue that these reductions represented a major breach of the Partnership Funding Agreement since no negotiation took place about how the service provided by YMT would be varied in response to the cuts.

YMT's Charitable Status:

21. YMT has charitable status, and as such, there are specific legal duties placed on the trustees. They must, amongst other duties, act in the Charity's interest at all times, and manage the Charity's resources responsibly. The trustees will argue that in raising the charges they were acting in accordance with their duties to protect the interests of the charity and its objectives.
22. For these reasons, it is clear that legal action cannot be recommended. The Council and YMT have continued to discuss the issues in accordance with the dispute resolution procedure contained in the Partnership Funding Agreement and it will be important now to reach a resolution.

The Charges

23. YMT's initial proposal considered by Learning and Culture Scrutiny Committee and the Executive Member for Culture, Leisure and Tourism included:
 - a) An admission charge for York residents at all YMT sites
 - b) A new membership scheme (the YMT Card) offering 12 months free entry to all YMT sites, as well as other benefits / discounts at the cafés and shops, costing £17 for a YorkCard holder (compared to £22 for a non-YorkCard holder).
 - c) Up to 50% off day tickets and 50% off the YMT Card for 17-24 year olds and those on Universal Credit, Pensions Credit, Jobseekers Allowance, Employment and Support Allowance and Income Support. This would mean that for those who

qualify for this discount and who also have a YorkCard, the YMT 'Access Card' would cost £6 (£5 if paid by direct debit)

- d) All York Cards bought before 1 August would remain valid, continuing to give the advertised benefits for their 12 month period (these don't include the Art Gallery). Explore York, who manage the YorkCard scheme on behalf of the Council, would continue to refresh the YorkCard offer so that it would remain attractive to residents with a range of benefits on offer.
24. The scrutiny committee raised a number of concerns about these proposals and resolved that the Executive Member be recommended to defer his decision and, in consultation with members of the Learning & Culture Policy and Scrutiny Committee, to continue talks with YMT, these talks to include the financial implications of free access for York Card holders or agreeing further concessions ahead of a financial decision being taken by the Executive in September.
25. Residents have also held meetings with regard to the new charges. Concern has been expressed by residents about various aspects of the charges and their impact on York residents particularly young people and people from lower socio-economic groups.
26. In addition, the Executive Member has raised further concerns about the ability of those on particular benefits, vulnerable and hard to reach groups to make use of the museums and gallery.
27. The Executive has noted the various views and concerns expressed across the city and, in light of these, has facilitated a series of discussions between YMT, the Executive Member, members of the Learning and Culture Scrutiny Committee and officers in order to seek to address the various issues.
28. In these discussions YMT clarified their expectation that the Council's core funding will, in future, represent only around 4.5% YMT's turnover, a level that will provide for only one third of the £950k maintenance costs of the public spaces and 18 buildings, including two scheduled monuments, in YMT's care. YMT see the introduction of charges for residents as vital to the future of the service; however, whilst this will mitigate some of the worst effects of reduced funding it will not balance the books by itself. In spite of the additional income from charging, YMT is already having to plan further cuts in staff and non-staff costs of more than 10% in 2016-17, reducing expenditure by £700k.

29. Whilst this financial reality constrains the scope for changes to the charging proposals YMT wish to address the important issues raised and, in the light of the discussions that have taken place, they have agreed to put in place a new charging scheme with the following revised features:
- a) The YMT Card will cost just £10 for YorkCard holders (compared to £20 for a non-resident). Children up to 16 will be free
 - b) Continued free access will be provided for York residents during the Residents' Festival and for other special occasions and events determined by YMT
 - c) Those YorkCard holders who would have qualified for a discounted YMT card under 23 c) above, i.e. 17-24 year olds and those on particular benefits, will now be entitled to a free YMT card. In return for this provision, the Council will reimburse YMT £5 for each free YMT card issued with a target of 4,000 cards p.a. (Customers who have already bought an Access Card will be reimbursed by YMT)
30. In addition, YMT have offered to make available free tickets to YMT's venues to vulnerable and hard to reach groups who would not otherwise make use of the museums and gallery. Examples of the groups include:
- People with mental health issues and their befrienders
 - Young carers
 - Residents of older person's homes and their carers
31. The Council will work with YMT to finalise the criteria for use and will direct YMT to key contacts. The aim will be to see as many as 20,000 new visits facilitated. For YMT this is part of its participation in the Arts Council's Creative Case, a new strategic approach to diversity and equality.

Options

32. The principal options open to the Executive are:
- a) To refuse YMT's request and continue to insist on free access for YorkCard holders
 - b) To agree to YMT's request and seek to reframe the legal and financial relationship between the Council and YMT

Analysis

33. Option a): The practical difficulties of forcing YMT to provide free access are noted above. Notwithstanding these difficulties, if the Council were to insist on continued free access for YorkCard holders it would have significant financial implications for the Council. Not only would the Council have to ring-fence the current £600k grant but it would potentially need to reinstate funding previously cut in order to allow the museums to remain viable. It is reasonable to believe that, over time, YMT Card income from residents could rise to £400k per annum once gift-aid is factored in. Assuming that, rather than ring-fencing the grant, the Council may need to reduce it by a further £300k it would mean that the cost to the Council of maintaining free entry for YorkCard holders in future years would potentially be as much as £700k p.a. This cannot be recommended in light of the Council's future budget position. It should be noted that, should YMT not be able to continue to operate the museums and gallery its staff and obligations would revert to the Council, creating a potential multi-million pound liability.
34. Option a) cannot therefore be recommended.
35. If option b) is selected and it is accepted that YMT will charge York residents it opens up the possibility of redrawing the agreements between the Council and YMT.
36. **The Partnership Funding Agreement:** This document was drawn up in 2002 when the Council's funding of YMT was on a much greater scale. It set out a requirement for a comprehensive service with targets across a range of areas. Now that the Council's funding has fallen to just 9% of YMT's turnover and is likely to fall to less than 5% this is no longer realistic or appropriate. It is recommended that a new service level agreement is drawn up reflecting the key priorities that the Council wishes to fund YMT to deliver.
37. It is suggested that the Council's key priority might focus on ensuring access for those most likely to be excluded from using museums. The YMT "Access Card" costs as little as £5 for an adult visitor, and will be free for YorkCard holders, but we know that there are more complex reasons why some groups do not use museums. The Council would commission YMT to focus on these groups with the aim of increasing usage. A target will be set of 4,000 free Access Cards.

38. A process would be undertaken to develop the new SLA with the input of views from key stakeholders including the Learning and Culture Scrutiny Committee. The new SLA would be agreed by the Executive Member for Culture, Leisure and Tourism.
39. **Funding:** Agreement of a new SLA would be undertaken in tandem with the negotiation of a new revenue funding settlement for the next 5 years which would be finalised as part of the Council's budget process. In order to give certainty to YMT and to its external funders it is proposed that the required funding reduction is staged, guaranteeing YMT funding of £500k in 2016/17 reducing to £300k by 2018/19.
40. With regard to capital, the Council has already allocated £500k in 2015/16 for YMT and it is proposed that this is now made available to them. It will be open to YMT to bid for further capital to support major developments in the future and any such bids will be evaluated within the Council's CRAM process in the normal way.
41. **The Leases:** These were drawn up in 2002 and again are no longer suitable for the current era. It is clear that they cannot provide effective control of how the assets are used. As the Council's funding reduces so will its influence and control and this introduces a vulnerability in respect of the Council's museum assets. It will therefore be important to consider a legal framework that provides more protection for the buildings and collections.
42. It is recommended that a further report is produced on the options available to provide greater protection for the Council's museum assets.

Implications

43. **Finance:** The Council makes an annual grant to YMT. In 2015/16 the grant is £605k, a reduction of £900k compared to 2012/13. The Council will make an additional payment of £5 for each free Access Card issued by YMT up to a maximum commitment of £20k in a full financial year. There is currently no budget to fund this commitment so it is proposed that the initiative is funded in 2015/16 from the council contingency. The contingency currently stands at £206k. Should Members agree to the release of £20k this will reduce the level of contingency to £186k.
44. **Equalities:** The proposed Access card will offer half-price access for 17-24 year olds and those on Universal Credit, Pensions Credit,

Jobseekers Allowance, Employment and Support Allowance and Income Support. This means that with a YorkCard local residents on benefits will get entry to the Castle Museum, Yorkshire Museum and York Art Gallery for a year for £5. YMT have long-established relationship with York schools who regularly use the learning services. They also have successful projects such as *Territories* that work with a number of hard to reach groups in the city. The *Genesis* project involves YMT working closely with young people. YMT also operates a volunteer scheme which attracts around 350 active volunteers at any one time. All volunteers are entitled to free access to all venues. Finally, YMT's provision of free tickets to the Council will enable and encourage communities who have not previously used museums to have access for the first time.

45. The report has no additional implications relating to: Human Resources, Crime and Disorder, Information Technology, Property.
46. **Legal:** These are contained within the report. It should also be noted that under s14 of the Public Libraries and Museums Act 1964, the Council has the statutory power to provide financial assistance to the Museums Trust.

For further information please contact the author of the report.

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Wards Affected:			All ✓
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Executive**24 September 2015**

Report of Director of Customer, Business and Support Services

Progress Report: City of York Trading Ltd (Updated Report)**Summary**

- 1 This report was presented to Members at the Executive held on 27 August 2015 with an update on the progress of City of York Trading Ltd (CYT Ltd), the council's trading organisation for council services. Members were asked to approve changes to the Shareholder Agreement (see Annex A) and support the company's direction of travel and proposed areas for further business case development. Executive Members agreed to defer the report pending a review of governance arrangements by Group Leaders.
- 2 This report has been updated to cover the outcomes of the review and additional recommendations have been added to improve transparency in relation to governance and the company's key activities.

Recommendations

3. Executive is asked to agree the original recommendations:
 - a. Agree the changes to the Shareholder Agreement.
 - b. Note the progress and growth made to date by CYT Ltd.
 - c. Support the further development of the business including business cases for those areas identified in this report.

Further to the Group Leaders' review Executive is asked to also agree the following recommendations:

- d. Publish all future shareholder committee minutes on the CYC/CYT websites.
- e. Provide an annual report to the Executive on the company performance and operation of the shareholder committee.

- f. Appoint an additional external non-executive Director onto the Board of Directors.
- g. Appoint an additional Councillor onto the Board of Directors.

Reason: To ensure Executive members understand the governance and progress of the council's Trading Company, and are involved in setting the direction of the future business.

Background

- 4. The former Cabinet approved the creation of a Local Authority Trading Company in February 2011. Following a further detailed report to Cabinet in October 2011 CYT Ltd was formed on 18th of November 2011. It is a company wholly owned by the City of York Council as the single shareholder. Trading commenced in June 2012 using the WorkwithYork (WWY) brand to provide agency staff to schools in the area.
- 5. In June 2013 the former Cabinet received a business case for the extension of the supply agency activity, and approved the transfer of all remaining casual staff business from the council to CYT Ltd from 1 September 2013. This work was completed by March 2014.
- 6. During 2014/15 the company commenced trading an Information Technology (IT) offer to a private sector client in York. Prior to this a report to the former Cabinet in July 2013 set out details of the council's ICT service's offer and aspirations for expanding service provision with public service partners and the private sector, through CYT Ltd. The company's Board of Directors has recently heard further details about how the success of the early work is to be built on in future years.

Governance matters

- 7. Further to the presentation of this report on 27 August 2015 and in light of questions received from other councillors and public speakers, Executive asked for a deferral to consider matters relating to the operation of CYT.
- 8. At the Group Leaders meeting held on 3 September 2015 Members received information relating to the operation of the company, and considered specifically the following information:

a. Background and operation

The initial set up and development of the company, and the respective business cases, have all been presented through Executive/Cabinet

meetings, starting in February 2011 and then various occasions since. All major developments have been reported to the Executive.

b. Member involvement and oversight

Members are involved in the following ways:

- major development or expansion of the company – reported to the Executive for approval;
- ongoing monitoring, through the Shareholder Committee, consisting of three councillors nominated by Full Council; and
- Full Council nominates the Chair of the company.

c. Transparency

The company operates in line with legal obligations relating to all companies. The company is subject to the Freedom of Information Act. Regular and detailed reports are presented to the Shareholder Committee.

d. Staff Terms and Conditions

It was noted that staff fall into 2 main groups:

- The core administration team responsible for the sourcing, interviewing, and placement of staff, payroll and all operational matters. This is a mix of staff eight of whom are still employed by the Council (and full costs charged to the company) and eight staff whom the company has recruited directly. The only staff with Performance Related Pay are the latter group.
- The temporary workforce – over 1100 are registered with WWY, with around half in placements with clients at any one time. They are free to register with other agencies, and there is no obligation on their part to accept any work. There should be no difference in the basic rates of pay as WWY pays casual workers in accordance with the council's standard pay and grading system to meet obligations under Agency Workers Regulations. This workforce has access to the employee benefits scheme, and occupational health support, and will soon have pensions and weekly pay.

e. **Exclusivity**

The following points were discussed:

- WWY cannot meet the full demand of adult care requests and this is known and understood by the council service. In order to try and assist the service WWY has acted (for no fee) as a conduit to provide services through a range of other specialist agencies. The service, however, is now able to work directly with these specialists and is able to choose whether to use WWY or any of the other agencies. Despite this choice WWY still provides some £50,000 per month of social care support.
- Schools using the company are free to use any agency and there is a competitive market for supply teachers.
- Council departments do not employ casual staff directly and are advised to go through WWY in the first instance in accordance with a previous Cabinet decision.

f. **CYT Governance review**

CYT conducted an internal review of its operation against best practice relating to private companies, using the principles of corporate governance. In most areas the company already complies with the principles, and the only remaining issues are around whether to create an audit committee (which is relevant for very large companies) and whether to have a form of internal audit function (again mainly used in larger companies - the external audit assesses many issues of systems/control). These matters are due to go to the Shareholder Committee in September 2015 for consideration.

g. **Opportunities to improve**

There has always been a desire to be open and transparent in terms of the operation of the company, hence the governance review, appointment of external directors and full reports to Shareholders Committee. Areas for further transparency were discussed with the Group Leaders who agreed that the following should go forward for Executive consideration:

- **Publish the Shareholder Committee minutes on the CYC/CYT websites**, along with a monitoring summary, recognising some commercial sensitivities.
- Provide an **annual report to the Executive** (and possibly to Audit and Governance Committee) on the company performance and operation

of the Shareholder Committee – this could be presented by the Chair of the Shareholder Committee.

- Appoint **1 to 2 more External Directors**.
- Appoint onto the Company Board an **additional Councillor**.

Performance to date

9. The company's main purpose is to provide professional high quality support services which evolve from City of York Council services. This may be in the form of using the company to deliver services in a different manner (as with the WorkwithYork supply agency), or to use the company to exploit opportunities to trade with other organisations (as with ICT Services).
10. The services provided by the company currently remain focused upon the Work with York brand. This has been the main focus of attention with a view to establishing this service as a sizeable trading organisation with capacity for further growth. Within the first three years the brand has been developed, and WWY now trades effectively with around 50 schools and a range of other clients, with turnover for the period 2014/15 of £5.3m (compared to £2.4m in 2013/14) and operating profit of almost £300k (compared to £125k in 2013/14) . As in the previous year, a dividend to the council as shareholder will be recommended to the Board and the Shareholder Committee in September 2015.
11. The first year of trading IT services to a private sector client has derived a small profit as planned, but the size of this element of the business was very small with a turnover of £100k.

Growth of Existing Businesses

12. The focus for the existing product range in coming years will be to maintain the company's current sector client base and to look to expand significantly into other sectors (other public bodies/private sector) both within and outside of York. There is considered to be significant opportunity to increase the overall turnover of the WWY activity by moving into these areas, and the overall long term development and sustainability of the company will require significant growth. Investment in systems and sales/business development expertise in WWY will support this level of growth in business activity, and the company's Marketing Strategy will focus upon achievement of these new markets.

13. The scale of opportunity for growth lies in surrounding schools, local authorities and private sector, and the company will be seeking to move rapidly into these areas. By 2018, the company aims to have increased its turnover to some £10m having exceeded the previous 2016 target of £4.5 million by the end of 2014/15.

New Product Offers

14. Options for expanding the range of services provided by the company will continue to be considered, including opportunities to trade a wider range of support and other council services through the company. Currently business cases are being developed for:
 - Expanding the IT service offer;
 - Workforce Development (Learning & Development);
 - Services to Schools – the complete offer of schools support services;
 - Webcasting and filming services;
 - Other opportunities arising from the transformation work of the council across all services.
15. The benefits of operating through the company include:
 - ability to develop own identity;
 - ability to trade freely across all sectors;
 - flexibility on pay grades ;
 - performance related pay;
 - business like approach.

Changes to Shareholder Agreement

16. In 2014 the CYT Board and the Shareholder Committee received the results of an internal review of company governance arrangements which identified changes needed to the shareholder agreement covering, for example, the need for external directors on the Board. It also confirmed that the company complies with principles of good governance, for example a chair not involved in day to day management, separate executive directors/non executive directors, and regular reporting on performance. The following paragraphs cover the resulting recommended changes to the Shareholder Agreement.
17. When the council established CYT Ltd it established a Shareholder Committee to regularly review the activities of the company and monitor its performance. A Shareholder Agreement was put in place between the council and the company which set out the roles and responsibilities of the

Shareholder Committee. It also set out certain steps which the company could not take without the approval of the Committee and some which would require Council approval through the Executive. The inclusion of these provisions demonstrates that the council retains sufficient control of the company to maintain the “Teckal” exemption allowing direct contract awards. With the benefit of the aforementioned review the Shareholder Committee has proposed some changes to the shareholder agreement which would support the adoption of the version as set out in the Annex.

18. In summary these amendments:

- Reflect the fact that this is no longer an agreement in anticipation of establishing a new company and accordingly remove obsolete wording.
- Alter the balance between the numbers of executive and non executive directors allowing now a maximum of five of the former (minimum two) and maximum four of the latter (minimum one).
- Make minor wording changes to provisions relating to the appointment of directors but maintaining the principle that the Shareholder Committee approves these appointments.
- No longer make any reference to the Shareholder Committee including the Leader or his nominee.
- Clarify that any decisions required of the Council will not be made by the Committee but will be made under normal Council decision making processes with the Shareholder Committee making recommendations where appropriate.
- Tighten the focus of the Committee’s oversight of the company to the business plan and performance – reflecting the role which the Committee has actually worked on.
- Vary the requirement for the Council to approve the business plan so that such approval is only required where structural changes are proposed or where staff are to be transferred. Other changes would still be overseen by the Shareholder Committee.
- Remove the requirement for formal consent from the Council for a number of specific matters including: incurring material expenditure or capital liabilities exceeding £10,000, sponsoring events or

supporting charitable activities, paying certain remuneration, settling claims and approving the charging policy.

Consultation

19. The Board of Directors of CYT Ltd and the Shareholder Committee have discussed and agreed the changes recommended in this report.
20. These matters have been further discussed at the council's Corporate Consultative Negotiating Committee. Reminders have been given of the mechanisms which ensure Trade Unions will be fully consulted and can raise matters that affect the council's workforce arising from CYT's operations and of the approach to Directors and Shareholder Committee on matters relating to CYT/WWY staff on pay, terms and conditions.

Options

21. Members can choose to agree or to disagree with the changes to the Shareholders Agreement as stated in recommendation a) or propose amendments.
22. There are no alternative options for recommendation b) which asks members to note the progress made by the company.
23. With regard to recommendation c) Members may consider alternative options for business development or disagree that that the business should be developed further in this way. Development of alternative proposals, as with those mentioned in paragraph 14 would be subject to Executive and CYT Board of Directors approval before any business case could be implemented.
24. Members can clearly determine whether to accept recommendations d) to h) which arise from the Group Leaders' review.

Analysis

25. All information is contained in the body of the report.

Council Plan

26. Outcomes achieved by the activities covered in this report help to deliver priorities in the draft Council Plan 2015-19 in support of 'Our purpose is to be a more responsive and flexible council that puts residents first and meets its statutory obligations'.

Implications

27.

a) Financial

The financial health of the business is monitored at an operational level by the Executive Directors, by the CYT Board and the Shareholder Committee. Company performance is currently strong, however to maximise future returns to the shareholder (the council) and to continue to invest in and grow the business to secure its future success the business development opportunities should be pursued. They, however, should only be implemented on the provision and acceptance of sound business cases agreed by the Executive and CYT Board of Directors.

b) Human Resources (HR)

Business cases will need to fully explain the impact of changes on staff and meaningful engagement with the workforce and their representatives undertaken on any proposals. There are no direct HR implications of this report.

c) Equalities

No known implications

d) Legal

Legal Implications are covered in the body of the report.

e) Crime and Disorder

No known implications.

f) Information Technology (IT)

Further development of the IT offer is covered in the body of the report, there are not anticipated to be any impacts on the ICT service provided to the council.

g) Property

No known implications.

h) Other

No known implications.

Risk Management

28. The key risk is that the company fails to maintain its financial and growth position at a time when the council is seeking opportunities to maximise income generation and develop sustainable service delivery options. The controls operated through the make-up of the Company Board and the Shareholder Committee should manage this risk.

Contact Details

Author:

Pauline Stuchfield
AD Customers &
Employees
Tel No.01904 551100

Chief Officer and Executive Member

Responsible for the report:

Ian Floyd
Director of Customer, Business and Support Services

Executive Leader for Finance & Performance

Report Approved

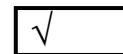


Date 6th August 2015

Specialist Implications Officer(s)

Financial: Ian Floyd
Director of Customer & Business Support Services
Legal: Andrew Docherty
AD for Governance and ICT

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



Background Papers:

Cabinet Report - Establishment and Governance of the Local Authority Trading Company 4th October 2011

Cabinet Report- City of York Trading Ltd (CYT)
Business Development - 4 June 2013

Cabinet Report - City of York Trading – ICT Services, 16 July 2013

Executive Report – Progress Report: City of York Trading Ltd, 27 August 2015.

Annexes

Annex A Amended CYT Ltd Shareholder Agreement

List of abbreviations used in the report:

CYT Ltd - City of York Trading Ltd

CYC – City of York Council

IT - Information Technology

WWY - WorkwithYork

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Annex Amended CYT Ltd Shareholder Agreement

DATED _____ **2015~~2~~**

(1) CITY OF YORK COUNCIL

- and -

(2) CITY OF YORK TRADING LIMITED

SHAREHOLDERS AGREEMENT

1	DEFINITIONS AND INTERPRETATION	131
2	COMPLETION	9119
3	COVENANTS	9119
4	FURTHER CAPITAL	9119
5	WARRANTY	10119
6	PURPOSE AND MANAGEMENT	101210
7	BOARD AND MEETINGS	101210
8	SHAREHOLDER COMMITTEE	131512
9	DISTRIBUTIONS	141613
10	DATA PROTECTION, FREEDOM OF INFORMATION AND ANTI-BRIBERY	141714
11	CONFIDENTIALITY	151714
12	COMPLIANCE WITH LAWS	161916
13	GOVERNING LAW AND JURISDICTION	171916
14	FURTHER ASSURANCE	172016
15	COSTS	182117
16	DURATION	182117
17	ASSIGNMENT	182117
18	ENTIRE AGREEMENT	192218
19	NOTICES	192218
20	CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	192218
21	WAIVER	202319
22	SEVERABILITY	202319
23	NO AGENCY	202319
24	AMENDMENTS	202319
	SCHEDULE 1	222524
	SCHEDULE 2	232622
	Part 1 - Corporate Covenants	232622
	Part 2 – Council Covenant	293328
	SCHEDULE 3	Error! Bookmark not defined. 3429
	Part 1 - Business Plan	Error! Bookmark not defined. 3429
	Part 2 - Business Case	Error! Bookmark not defined. Error! Bookmark not defined. 30
	SCHEDULE 4	Error! Bookmark not defined. 934
	Letters of appointment of Nominated Directors	Error! Bookmark not defined. 934

THIS AGREEMENT is made on 20122015

BETWEEN

- (1) **CITY OF YORK COUNCIL** of The Guildhall, York YO1 9QN (the "**Council**");
- (2) **CITY OF YORK TRADING LIMITED** a company registered in England, (Company No. 07852072) whose registered office is at The Guildhall, York YO1 9QN (the "**Company**");

RECITALS

- (A) The Council is a local authority within the meaning of the Local Government Act 2000.
- ~~(B) The provisions of the Local Government Act 2003 and the 2009 Trading Order (as defined below) allow all local authorities to trade in function related activities through the medium of a private limited company.~~
- ~~(B) The Company is a private company established in 2012 and is limited by ordinary shares of £1.00 each. The sole member of the Company is the Council, holding 1 ordinary share.~~
- ~~(C) Having regard to its obligations and responsibilities as a publicly funded body and following the preparation and approval of the Business Case, the Council has decided that it wishes to take advantage of such trading powers~~
- ~~(D)(C) Accordingly, the Council has prepared the Business Case and the Business Plan in order to consider and approve the provision of various business support services and other function related activities currently carried on by Council departments to the Company, for the purpose of the~~The Company is established under the provisions of the Local Government Act 2003 and the 2009 Trading Order with powers to providing provide and managing manage the Services to other third parties and ~~possibly~~ the Council.
- ~~(E) The Company is a private company limited by ordinary shares of £1.00 each. The sole member of the Company is the Council, holding 1 ordinary share.~~
- ~~(F)(D) The parties entered a Shareholders agreement in 2012 have decided to enter into this Agreement to regulate the manner in which the Company is to be managed and this Agreement replaces the original agreement.~~

1 DEFINITIONS AND INTERPRETATION

1.1 The following words and phrases shall, where the context so requires bear the following meanings:

- "2009 Trading Order"** Statutory Instruments 2009 No. 2393 Local Government, England The Local Government (Best Value Authorities) (Power to Trade) (England) Order 2009
- "Act"** means the Companies Act 2006 including any duly enacted modification, re-enactment or amendment thereto, and any statutory instrument derived from it
- "agreed terms"** means in a form agreed between the parties and initialled by them or their legal representatives accordingly
- "Annual Budget"** means the annual budget to be approved by the Board and adopted by the Company each year in accordance with the provisions of clause [145](#) of Schedule 2 of this Agreement
- "Annual Business Plan"** means the Business Plan as revised by the Board each financial year in accordance with the provisions of clause [145](#) of Schedule 2 of this Agreement
- "Articles"** the Articles of Association of the Company as amended from time to time
- "Associate"** means in relation to any company:
- (a) any company of which such company is a subsidiary;
 - (b) any subsidiary of such company; or
 - (c) any other subsidiary of such company's holding company;
- "Board"** means the board of directors of the Company as constituted in accordance with this Agreement and the

Articles from time to time

"Business Case"

means the business case dated 10 August 2011 prepared and approved by the Council for the purpose of:

- (a) explaining and justifying the proposed objectives of the trading enterprise and assessing the associated risks;
 - (b) explaining the associated investment and other resources required;
 - (c) identifying the expected financial results of the trading enterprise and any other relevant outcomes;
 - (d) identifying whether or not the Council should proceed with the proposal to provide the Services through the medium of the Company; and
 - (e) dealing with future opportunities for the provision of Services and/or other activities to other parties
- as amended, updated, supplemented or replaced from time to time.

"Business Day"

means a day other than a Saturday, Sunday or a bank holiday in England

"Business Plan"

means the business plan dated 4 October 2011 prepared by the Council for the purpose of setting out the objectives of the Business, how they are able to be achieved and how related standards are to be met

"Business"

means the trading business carried out or to be carried out by the Company as set out in the Business Plan

"contribution"

means any contribution made to a surplus of the

Company

- "contributor"** means any Shareholder who has contributed to a surplus of the Company
- "CPA"** means the Audit Commission's local authority comprehensive performance assessment regime
- "Chairman"** means such Director or Non-Executive Director as may from time to time be appointed as chairman of the Board by—in accordance with a recommendation of the Shareholder Committee
- "Completion"** means completion of this Agreement in accordance with its terms
- "Connected Party"** means in relation to any Shareholder any Associate, employee, director or authorised representative of that Shareholder
- "Corporate Covenants"** means the covenants set out in Part 1 of Schedule 2
- "Council Covenant"** means the covenant set out in Part 2 of Schedule 2
- "Council Mission Statement"** means the Council's Corporate Strategy Document 2011/12 as updated, supplemented or replaced from time to time.
- "Directors"** means the directors of the Company appointed in accordance with the terms of this Agreement and the Articles from time to time (each a "**Director**")
- "Encumbrance"** means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest (including any created by law), title retention or other security agreement or arrangement or a rental, hire purchase credit sale or other agreement for payment on deferred terms

"Executive Director"

means a Director who is engaged in the day to day running and administration of the trading business carried out or to be carried out by the Company and shall for the avoidance of doubt include the managing director and the financial director of the Company from time to time

"Indebtedness"

means any obligation for the payment or repayment of money, whether joint or several, actual or contingent, in respect of:-

(a) moneys borrowed or raised (including the capitalised value of obligations under financial leases and hire purchase agreements and deposits), debit balances at bank accounts and interest and other charges thereon or in respect thereof;

(b) any liability under any debenture, bond, note, loan stock, commercial paper or other security or under acceptance or documentary credit, bill discounting or note purchase facilities;

(c) any liability in respect of the deferred acquisition cost of property, assets or services to the extent payable after the time of acquisition or possession thereof by the party liable;

(d) any guarantee or other assurance against financial loss in respect of any of the indebtedness specified in this definition;

(e) any cost or liability under any interest rate or currency hedging agreement; and

(f) any other transaction having the commercial effect of the borrowing or raising of money

"Law"

means:

(a) any applicable statute or proclamation or any

delegated or subordinate legislation;

(b) any enforceable community right within the meaning of section 2 (1) European Communities Act 1972;

(c) any applicable guidance, direction or determination with which the Parties or some of them are bound to comply to the extent that the same are published and publicly available or the existence or the contents of them have been notified to the Company by the Shareholders; and

(d) any applicable judgement of a relevant court of law which changes binding precedent in England and Wales,

in each case in force in England and Wales

"Memorandum"	means the memorandum of association of the Company
"Non-Executive Director"	means a Director who is not engaged full time in the day to day running and administration of the Business
"Ordinary Shares"	means the ordinary shares of £1 each in the capital of the Company
"parties"	means the parties to this Agreement
"Project Documents"	means this Agreement, the Services Agreement and the Articles
"Project"	means any project undertaken by the Company in accordance with the Business Plan or as otherwise agreed to be undertaken by the Council
"s151 Officer"	means the officer appointed by the Council from time to time with responsibility for the proper administration of the Council's financial affairs pursuant to s151 of the Local Government Act 1972.
"Services Agreement"	means the services agreement entered into between the

(1) the Council and (2) the Company in respect of the making available and/or provision of the various business support services and other function related activities by the Council to the Company for the purposes of the Business

- "Services"** means the various business support services and other function related activities to be provided and managed by the Company to other third parties and possibly the Council.
- "Shares"** means issued shares in the capital of Company of any class
- "Shareholder"** means any person holding Shares from time to time
- "Shareholder Committee"** means the Shareholder committee to be appointed in accordance with Clause 8 of this Agreement
- "Shareholder Policy"** means the policy developed by the Council detailing the role and responsibilities of the Shareholder Committee as amended from time to time

1.2 This Agreement shall be interpreted according to the following provisions, unless the context requires a different meaning:

- 1.2.1 The headings and marginal notes and references to them in this Agreement shall be deemed not to be part of this Agreement and shall not be taken into consideration in the interpretation of this Agreement.
- 1.2.2 Except where the context expressly requires otherwise, references to clauses, sub-clauses, paragraphs, sub-paragraphs, parts and Schedules are references to clauses, sub-clauses, paragraphs, sub-paragraphs and parts of and Schedules to this Agreement and references to Sections, Appendices and Attachments (if any) are references to Sections, Appendices and Attachments to or contained in this Agreement.
- 1.2.3 The Schedules to this Agreement are an integral part of this Agreement and a reference to this Agreement includes a reference to the Schedules.

- 1.2.4 Words importing persons shall, where the context so requires or admits, include individuals, firms, partnerships, trusts, corporations, governments, governmental bodies, authorities, agencies, unincorporated bodies of persons or associations and any organisations having legal capacity.
- 1.2.5 Where the context so requires words importing the singular only also include the plural and vice versa and words importing the masculine shall be construed as including the feminine or the neuter or vice versa.
- 1.2.6 The language of this Agreement is English. All correspondence, notices, and information shall be in English.
- 1.2.7 References to any Law are to be construed as references to that Law as from time to time amended or to any Law from time to time replacing, extending, consolidating or amending the same.
- 1.2.8 References to a public organisation shall be deemed to include a reference to any successor to such public organisation or any organisation or entity which has taken over either or both the functions and responsibilities of such public organisation.
- 1.2.9 The words in this Agreement shall bear their natural meaning. The parties have had the opportunity to take legal advice on this Agreement and no term shall, therefore, be construed contra proferentem.
- 1.2.10 In construing this Agreement, the rule known as the ejusdem generis rule shall not apply nor shall any similar rule or approach to the construction of this Agreement and accordingly general words introduced or followed by the word "other" or "including" or "in particular" shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- 1.2.11 Reference to a document being in Agreed Form is a reference to the form of the relevant document agreed between the parties and for the purpose of identification initialled by each of them or on their behalf.
- 1.2.12 Where this Agreement states that an obligation shall be performed "**no later than**" or "**within**" or "**by**" a stipulated date or event which is a prescribed number of Business Days after a stipulated date or event the latest time for

performance shall be noon on the last Business Day for performance of the obligations concerned.

1.2.13 A reference to a "**subsidiary**" or "**holding Company**" in this Agreement shall have the meaning given to them respectively in the Act.

1.2.14 In the event of conflict between the terms of this Agreement and the Articles, the terms of this Agreement shall prevail and, in the event of such conflict, the Shareholders shall procure at the request of any of the Shareholders such modification to the Articles as shall be necessary to remedy such conflict.

1.2.15 A person, being a company, shall be "controlled" by another person if that other person owns a majority of the voting equity of that person or controls the majority of the votes at meeting of the board of directors of that person.

2 COMPLETION

2.1 Completion shall take place immediately upon the execution of this Agreement by each of the parties.

2.2 At Completion:

2.2.1 the Company shall procure that the necessary board and/or Shareholder resolutions are passed to ~~adopt the Articles with immediate effect and~~ enter into this Agreement ~~and the Services Agreement~~; and

2.2.2 the Council shall procure that the necessary steps are taken to approve the entry into this Agreement ~~and the Services Agreement~~.

3 COVENANTS

3.1 The Company covenants with the Council in the terms of the Corporate Covenants set out in Part 1 of Schedule 2.

3.2 The Council covenants with the Company in the terms of the Council Covenant set out in Part 2 of Schedule 2.

4 FURTHER CAPITAL

4.1 The Council shall not be required to subscribe for any further Shares or to provide any additional funding for the Company.

- 4.2 If, in the opinion of the Board the Company requires further funding, the Board shall, having consulted the Council, determine how the Company should obtain such additional funding, whether by way of the allotment of further Shares, by obtaining additional debt finance, or such other means as the Board may determine, provided always that the Board shall obtain prior written consent from the Council in accordance with the Corporate Covenants.

5 WARRANTY

- 5.1 The Company warrants and represents to the Council that it is duly incorporated under the law of England and Wales and has the corporate power to enter into and to exercise its rights and perform its obligations under the Project Documents to which it is a party and has not traded prior to the date of this Agreement;

6 PURPOSE AND MANAGEMENT

- 6.1 The primary purpose of the Company will be to develop the Business in accordance with the Business Plan and each subsequent Annual Business Plan thereafter. At all times during the term of this Agreement:

6.1.1 the Company shall operate policies which are consistent with the Council Mission Statement;

6.1.2 the business of the Company will consist exclusively of the Business;

6.1.3 with the exception of those matters reserved to the Council pursuant to the Corporate Covenants, all the business of the Company, other than routine day to day business, shall be undertaken and transacted by the Directors;

6.1.4 no payment will be made by the Company and no cheque or payment instruction of the Company shall be signed other than in accordance with the mandates (general or specific) authorised by the Board from time to time;

6.1.5 the Company will conduct the Business and its affairs in a proper and efficient manner and for its own benefit and in accordance with the Business Plan.

7 BOARD AND MEETINGS

- 7.1 The minimum number of Directors shall be four, consisting of at least ~~three~~two Executive Directors and at least one Non-Executive Director.

7.2 The maximum number of Directors shall be nine, consisting of not more than ~~seven~~five Executive Directors and ~~two~~four Non Executive Directors.

~~7.3 The persons nominated and appointed to act as the initial Executive Directors are:~~

~~7.3.1 Ian Floyd (as Managing Director);~~

~~7.3.2 Keith Best (as Finance Director);~~

~~7.3.3 Pauline Stuchfield (as HR and Customer Services Director); and~~

~~7.3.4 Andrew Docherty (as Legal & IT Director).~~

~~7.4 The first person nominated and appointed to act as the initial Non Executive Director is Julie Gunnell, with responsibility for Customer and Business Support Services.~~

~~7.5~~7.3 Any Director who is not an employee of the Company shall be appointed upon the terms and conditions set out in Schedule ~~4~~3 or such other terms as the Board may agree from time to time.

7.4 The quorum for Board meetings shall be three consisting of at least one Non Executive Director. At Board meetings each Director shall have one vote.

~~7.5 The Company shall procure that the Directors shall appoint the Directors recommended by the Shareholder Committee and the Shareholder Committee shall recommend for appointment a replacement Director should the number of Directors of a particular description fall below the number specified in paragraph 7.1..~~

~~7.6~~

7.6 The Company shall procure that the Directors shall appoint the Non Executive Director recommended by the Shareholder Committee as Chairman of the Board. ~~If at any Board meetings the numbers of votes for and against a proposal are equal, the Chairman (or other Director chairing the meeting) shall have a casting vote.~~

7.7 The Company shall not remove or purport to remove any Director as a director of the Company or any of its subsidiaries without the prior written consent of the Council.

~~7.8~~

7.8 Resolutions of the Board shall be determined by a simple majority of votes cast for or against each resolution.

7.9 If at any Board meetings the numbers of votes for and against a proposal are equal, the Chairman (or other Director chairing the meeting) shall have a casting vote

7.10 Unless otherwise agreed by all of the Directors, the Directors shall be given not less than 10 Business Days' notice (or such other period of notice as may be agreed from time to time by all of the Directors) of each meeting of the Board, specifying the date, time and place of the meeting. All meetings of the Board shall take place at such location as the Board shall agree.

7.11 Unless otherwise agreed by the Board:

7.11.1 meetings of the Directors shall be held at least quarterly on such dates as they may agree (and failing such agreement on such day as the Chairman shall decide);

7.11.2 a telephone conference call or video conference or a combination of the same, at which all participants are able to speak to and hear each of the other participants and at which for all times at that meeting a quorum of the Directors is able to so participate, shall be valid as a meeting of the Directors;

7.11.3 a resolution in writing signed by all the Directors entitled to receive notice of a meeting and vote at the meeting shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held; and

7.11.4 any Director shall by notice to the Company and each other Director be entitled to convene a meeting of the Directors on not less than 10 Business Days notice.

7.12 Unless otherwise agreed by all of the Directors, an agenda (and copies of any relevant supporting documents) for each meeting of the Board shall be sent to all Directors not less than 5 Business Days prior to the relevant meeting and, unless otherwise agreed by all of the Directors, draft minutes of meetings of the Board will be sent to each Director as soon as practicable after the holding of the relevant meeting.

~~7.13 All Directors shall be appointed by the Shareholder Committee and the Shareholder Committee shall appoint a replacement Director should the office of a Director appointed by it be vacant at any time for whatever reason. Any such appointments or removals shall be in writing, served on the Company and signed by or on behalf of the Council and otherwise effected in accordance with the provisions of this Agreement and the Articles.~~

~~7.14 The Company shall not remove or purport to remove any Director as a director of the Company or any of its subsidiaries without the prior written consent of the Council.~~

~~7.15~~ 7.13 The Company expressly acknowledges that, where Directors are employees of the Council, those Directors will act in accordance with their legal and general responsibilities as directors and not (for the avoidance of doubt) in their capacity as employees of the Council.

8 SHAREHOLDER COMMITTEE

8.1 In support of the Company's business objectives, the Council agrees to establish a Shareholder Committee. The Shareholder Committee will ~~be chaired by the Leader of The Council (or his delegated Member) and~~ will consist of ~~at least the Leader and two others~~ minimum of three Members of the Council, up to and a maximum of four Members of the Council. The Shareholder Committee shall appoint one of its members as Chair^{AD11}.

8.2 ~~The role of the Shareholder Committee shall be as set out in the Shareholder Policy.~~ The role of the Shareholder Committee shall not be operational. The Shareholder Committee shall not have powers to make decisions on behalf of the Council or the Company. It and shall be the means by which the Council shall:

8.2.1 Recommend for appointment ~~all~~ Directors and the Non Executive Director who is to act as Chairman of the Board, and approve best practice policies in relation to such appointments, the constitution of the Board, remuneration of Directors and the employment and recruitment of staff;

8.2.2 Receive and review the Business Plan and each Annual Business Plan;

8.2.3 review the financial performance of the Company;

~~8.2.4 communicate the practical application of the Council Mission Statement to the Board and how the Company is able to contribute to it being attained;~~

~~8.2.5~~ 8.2.4 make recommendations to the Council on how it should exercise the functions flowing from its ownership of Shares;

~~8.2.6~~ ~~review the policies of the Company relating to procurement and ensure the appropriate policies are in place;~~

~~8.2.7 the past and future business activities of the Company;~~

~~8.2.8~~ 8.2.5 consider the performance by all parties of their respective obligations under the Project Documents; and

~~8.2.9~~ 8.2.6 consider the Directors' response to any queries previously raised by the Shareholder Committee.

- 8.3 The Shareholder Committee will meet with the Board at least once every three months to consider and review the matters set out in Clause 8.2 above ~~in accordance with the Shareholder Policy~~.
- 8.4 The Board will send a report at least twice per year to each member of the Shareholder Committee. The Directors shall provide all information reasonably required for the Shareholder Committee to conduct an effective review.
- 8.5 The Shareholder Committee will not have any executive authority over the Company but shall allow the Parties to make representations to one another in relation to (inter alia) the Company's performance under this Agreement, and the Council and the Company's satisfaction of their respective obligations under the Services Agreement.

9 DISTRIBUTIONS

- 9.1 For each accounting reference period of the Company in respect of which its annual audited accounts show that the Company has surplus contributions available, the Company shall, unless the Council otherwise determines, procure that such surplus shall be applied in the following manner:
- (a) the provision of capital to finance the continuing operations and internal growth of the business of the Company in accordance with an Annual Business Plan;
 - (b) retention of profits consistent with the normal commercial requirements of a business similar to that carried on by the Company;
 - (c) the distribution of any surplus to contributors on the basis of their respective contributions to such surplus.

Any surpluses which remain undistributed may be distributed to the Shareholders as deemed appropriate by the Directors.

10 DATA PROTECTION, FREEDOM OF INFORMATION AND ANTI-BRIBERY

- 10.1 The Company shall:

10.1.1 comply with its obligations under the Data Protection Act 1998 (including where appropriate giving notification to the Information Commissioner thereunder), the Computer Misuse Act 1990, Human Rights Act 1998, Freedom of Information Act 2000 and the Bribery Act 2010;

10.1.2 provide the Council with such information as the Council may require to satisfy itself that the Company is complying with the obligations referred to in Clause 10.1.1;

10.1.3 provide the Council with all such assistance as the Council may require to enable it to comply with its obligations under the Freedom of Information Act 2000;

10.1.4 notify changes to the registrable particulars of the Company and take such other steps as may be necessary to afford the Council access to information which is required by the Council in connection with any of its statutory duties and responsibilities and for any purpose connected with this Agreement.

10.2 Neither party shall knowingly do anything which places the other in breach of its respective obligations under the Computer Misuse Act 1990, Data Protection Act 1998, Human Rights Act 1998, the Freedom of Information Act 2000 or the Bribery Act 2010.

11 CONFIDENTIALITY

11.1 For the purposes of this clause 11, "**Confidential Information**" means all information (whether marked as confidential or not) of a confidential nature disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by one party (the "**Disclosing Party**") to another party (the "**Receiving Party**") whether before or after the date of this Agreement including, without limitation, any information relating to the Disclosing Party's, operations, processes, plans or intentions, know-how, design rights, trade secrets, market opportunities and business affairs.

11.2 During the term of this Agreement and after termination or expiry of the Agreement for any reason whatsoever, the Receiving Party shall:

11.2.1 keep Confidential Information confidential;

11.2.2 not disclose Confidential Information to any other person other than with the written consent of the Disclosing Party or in accordance with this Agreement; and

11.2.3 not use Confidential Information for any purpose other than the performance of its obligations under this Agreement and the other Project Documents

11.3 During the term of this Agreement, the Receiving Party may disclose Confidential Information to its employees, contractors, sub-contractors, agents and advisers under conditions of confidentiality in each case to the extent that it is reasonably necessary for the purposes of this Agreement, or any other Project Document and may disclose Confidential Information to its funders, prospective funders, prospective Shareholders of the Company or prospective purchasers of its assets under conditions of confidentiality. In each case the permitted recipient of such Confidential Information shall be known as a "**Recipient**".

11.4 The Receiving Party shall so far as practicable procure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient were a party to this Agreement.

11.5 The obligations contained in clauses 11.2 and 11.4 shall not apply to any Confidential Information which:

11.5.1 is at the date of this Agreement in, or at any time after the date of this Agreement comes into, the public domain other than through a breach of this Agreement by the Receiving Party or any Recipient;

11.5.2 can be shown by the Receiving Party to the reasonable satisfaction of the Disclosing Party to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party;

11.5.3 subsequently comes lawfully into the possession of the Receiving Party from a third party who is not bound by duties of confidentiality; or

11.5.4 is required by Law or a regulatory authority or body or any Government department or by the Project Documents to be disclosed.

12 COMPLIANCE WITH LAWS

- 12.1 The parties agree that they shall not use the trading powers pursuant to the Local Government Act 2003 to authorise trading in anything or service which the Council is statutorily obliged to do or provide in relation to any person.
- 12.2 Nothing in this Agreement shall be deemed to, or shall require the Council to fetter its discretion in relation to any matter whatsoever.
- 12.3 The Company will keep proper books of account and make true and complete entries of all its dealings and transactions of and in relation to its Business.
- 12.4 The Company shall not carry out any activity which would or could render the holding of Shares by the Council unlawful provided that where a proposed change of Law would render such shareholding unlawful the Council will use its reasonable endeavours to take such steps as are necessary to allow it to continue lawfully to hold its Shares; and
- 12.5 The Company will if it requires any approval, consent or licence for the carrying on of its business in the places, and in the manner in which it is from time to time carried on or proposed to be carried on, use all reasonable endeavours to maintain the same in full force and effect.

13 GOVERNING LAW AND JURISDICTION

- 13.1 This Agreement shall be subject to the laws of England and Wales.
- 13.2 The parties agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this Agreement and irrevocably submit to the jurisdiction of those courts.

14 FURTHER ASSURANCE

Each party will execute any document and do any thing and use all reasonable endeavours to procure that any third party (where necessary) executes any deed or document and does any thing reasonably necessary to implement the terms of this Agreement.

15 COSTS

15.1 Each party shall bear its own costs in relation to the drafting, negotiating and implementation of the Project Documents.

16 DURATION

16.1 Forthwith upon it ceasing to hold any Shares the Council shall cease to have any rights or obligations under this Agreement save that its obligations under clause 11(Confidentiality) shall not be affected.

16.2 Save as provided in clauses 16.1, 16.4 and 16.5 this Agreement shall continue in full force and effect until the earliest of the following dates:

16.2.1 the date on which an effective resolution is passed or a binding order is made for the winding-up of the Company; or

16.2.2 the date on which the parties agree in writing to terminate this Agreement.

16.3 In the event of a termination occurring other than in accordance with clause 16.2.2, the Company shall (if not already in liquidation) be placed into voluntary liquidation and after payment of liabilities, its assets shall be distributed to in the same proportions as the members holdings of Shares at the time of the determination.

16.4 The provisions of this Agreement shall nevertheless continue to bind the parties after termination of this Agreement to such extent and for so long as may be necessary to give effect to the rights and obligations embodied herein.

16.5 Nothing in this Agreement shall operate so as to prejudice any rights which one party may have against another and which may have accrued before its termination.

17 ASSIGNMENT

17.1 This Agreement, shall be binding on, and shall ensure to the benefit of, each of the parties and their respective successors.

17.2 No party shall assign, transfer, sub-contract or otherwise dispose of any interest in this Agreement.

18 ENTIRE AGREEMENT

Except where expressly provided otherwise in this Agreement, this Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject of this Agreement.

19 NOTICES

19.1 All notices under this Agreement shall be in writing and all certificates, notices or written instructions to be given under the terms of this Agreement shall be served by sending the same by first class post, facsimile or by hand, leaving the same at the addresses set out for each party at the beginning of this Agreement.

19.2 Any party to this Agreement may change its nominated address or facsimile number by prior notice to the other parties.

19.3 Notices given by post shall be effective upon the earlier of (i) actual receipt, and (ii) five (5) Business Days after mailing. Notices delivered by hand shall be effective upon delivery. Notices given by facsimile shall be deemed to have been received where there is confirmation of uninterrupted transmission by a transmission report and where there has been no telephonic communication by the recipient to the senders (to be confirmed in writing) that the facsimile has not been received in legible form:

19.3.1 within two (2) hours after sending, if sent on a Business Day between the hours of 9am and 4pm; or

19.3.2 by 11am on the next following Business Day, if sent after 4pm, on a Business Day but before 9am on that next following Business Day.

20 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

It is agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 that this Agreement is not intended to, and does not, give to any person who is not a party to this Agreement any rights to enforce any provisions contained in this Agreement.

21 WAIVER

- 21.1 No exercise or failure to exercise or delay by either party in exercising any right, power or remedy under this Agreement shall constitute a waiver by that party of any such other right, power or remedy.
- 21.2 If there is any conflict between the provisions of this Agreement and the Articles, the terms of this Agreement shall prevail.

22 SEVERABILITY

- 22.1 If any provision of this Agreement shall be declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability or legality of the remaining provisions of this Agreement.

23 NO AGENCY

- 23.1 Nothing in this Agreement shall be construed as creating a partnership.
- 23.2 No party shall be deemed to be, an agent of any other party and no party shall hold itself out as having authority or power to bind any other party in any way.

24 AMENDMENTS

This Agreement may not be varied except by an agreement in writing signed by duly authorised representatives of the parties.

TERMINATION OF PREVIOUS AGREEMENT

25 The Shareholders Agreement dated [] which this Agreement replaces is hereby revoked subject to the savings in clause 16.4 of that Agreement

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written

SIGNED (but not delivered until the date hereof) as a
DEED by **CITY OF YORK TRADING LIMITED** acting by

a director, in the presence of:

WITNESS:

Signature:

Address:

.....

.....

Occupation:

SIGNED (but not delivered until the date hereof) as a
DEED by **CITY OF YORK COUNCIL** by affixing the
common seal

in the presence of a duly authorised officer:

Signature:

Print Name:

Occupation:

SCHEDULE 1

Details of the Company

Name	City of York Trading Limited
Date of incorporation	18 November 2011
Place of incorporation	England and Wales
Company number	07852072
Registered office	The Guildhall, York YO1 9QN
Directors and shadow directors	Andrew Neil Docherty, Ian Michael Floyd, Keith Best, Pauline Stuchfield and Julie Gunnell
Accounting reference date	30 March
Auditors	

SCHEDULE ~~2~~1

Part 1 - Corporate Covenants

1 SHAREHOLDER CONSENTS

1.1 The Company undertakes to the Council that it shall not, (save as set out in or as required by this Agreement) without the prior written consent of the Council carry out any of the matters referred to in paragraph 1.2 of this Schedule 2.

1.2 The matters referred to in paragraph 1.2 of this Schedule 2 are:

1.2.1 making any substantial changes to the Business Plan or any Annual Business Plan, such changes being to ~~the Services and/or Projects to be undertaken by the Company, to the management~~ structure of the Company and/or the Business, and/or the transfer of council employees to or from the Company (whether or not any such transfer is subject to the Transfer of Undertakings (Protection of Employment) Regulations 2006 or otherwise);

~~1.2.2 the approval of any Business Plan or Annual Business Plan;~~

~~1.2.3~~ 1.2.2 the allotment of any further share capital of the Company;

~~1.2.4~~ 1.2.3 a variation of any rights, including class rights, attaching to any shares of the Company;

~~1.2.5~~ 1.2.4 the re-purchase or cancellation by the Company of any Shares, or the reduction of the amount (if any) standing to the credit of its share premium account or capital redemption reserve (if any) or any other reserve of the Company;

~~1.2.6~~ 1.2.5 the re-purchase, repayment, redemption or cancellation of any loan stock issued by any company controlled by the Company other than in accordance with their terms;

~~1.2.7~~ 1.2.6 the formation of any subsidiary undertaking;

~~1.2.8~~ 1.2.7 the entering into of any joint venture agreement with any third party;

~~1.2.9~~ 1.2.8 acquiring any interest in the share capital or instruments convertible into share capital of any other company or body corporate;

~~1.2.10~~ 1.2.9 _____ amendments to the Articles;

~~1.2.111.2.10 _____ incurring any material expenditure or liability of a capital nature exceeding £10,000 (including for this purpose the acquisition of any asset under lease or hire purchase);~~

1.2.121.2.11 _____ borrowing any money or obtain any advance or credit in any form other than normal trade credit or other than on normal banking terms for unsecured overdraft facilities or vary the terms and conditions of any borrowings or bank mandates;

1.2.131.2.12 _____ entering into any material contract or arrangement outside the ordinary course of its business;

1.2.141.2.13 _____ selling, transfer, lease, licence or in any other way dispose of any of its assets otherwise than in the ordinary course of its business;

1.2.151.2.14 _____ factor or assign any of its book debts;

~~1.2.16 pay any remuneration or expenses to any person other than as proper remuneration for work done or services provided as proper reimbursement for expenses incurred in connection with its business;~~

~~1.2.17 the making of any charitable or political donations or sponsorship;~~

1.2.181.2.15 _____ commencing any legal or arbitration proceedings (other than in the ordinary course of business);

~~1.2.191.2.16 _____ settle any claim made by any third party otherwise than in the ordinary course of business;~~

1.2.201.2.17 _____ making any claim, disclaimer, surrender, election or consent of a material nature for tax purposes;

1.2.211.2.18 _____ acquiring or making any investment in another company or business or incorporating any subsidiary;

1.2.221.2.19 _____ creating or allowing to subsist any Encumbrance over any of its assets;

1.2.231.2.20 _____ giving any guarantee, indemnity or security in respect of the obligations of any other person;

~~1.2.24 the charging policy in connection with the Services other than as set out in the Business Plan or an Annual Business Plan;~~

~~1.2.25~~ 1.2.21 _____ changinge the accounting policies of the Company;

~~1.2.26~~ 1.2.22 _____ changinge the accounting reference date of the Company;

~~1.2.27 vary the emoluments of any of its Directors or of any Shareholder or of any Associate of a Director or Shareholder;~~

~~1.2.28~~ 1.2.23 _____ entering into or varying any contract or arrangement (other than a contract of service or for services and whether legally binding or not) with any of its Directors or any Shareholder or with any Associate of a Director or Shareholder;

~~1.2.29~~ 1.2.24 _____ the devolution or transfer of management control to persons outside the Board save as set out in the Business Plan or an Annual Business Plan;

~~1.2.30~~ 1.2.25 _____ the appointment or dismissal of any Executive Director ~~otherwise than those whose names appear in clause 8.3 of this Agreement~~ or the Non Executive Director who acts as Chairman of the Board or the amendment of any rights to appoint certain numbers of Directors;

~~1.2.31~~ 1.2.26 _____ the commencement of any winding-up or dissolution or of the appointment of any liquidator, administrator or administrative receiver of the Company or any of its assets unless it shall have become insolvent, and no party shall present or cause to be presented or allow any act which would result in the winding up or the presentation of any petition for the winding up of the Company;

~~1.2.32~~ 1.2.27 _____ a change of name, registered office or principal place of business of the Company;

~~1.2.33~~ 1.2.28 _____ any change in the status of the Company as a limited liability company;

~~1.2.34~~ 1.2.29 _____ the commencement by the Company of any new business not being ancillary to or in connection with the Business

~~1.2.35~~ 1.2.30 _____ the making of any material change to the nature of the Business by the Company;

~~1.2.36~~ 1.2.31 _____ lending any money to any person (otherwise than by way of deposit with a bank or other institution the normal business of which includes the acceptance of deposits) or grant any credit to any person (except to its customers in the normal course of business);

~~1.2.37~~ 1.2.32 _____ the capitalisation of profits or reserves of the Company;

~~1.2.38~~1.2.33 _____ a listing of the Company's entire share capital;

~~1.2.39~~1.2.34 _____ the Company participating in any activity which is detrimental to and/or incompatible with the Business;

~~1.2.40~~1.2.35 _____ the Company participating in any activity which is detrimental to and/or incompatible with the Council Mission Statement;

~~1.2.41~~1.2.36 _____ the agreement of and the declaration and payment of any dividends by the Company save where such declaration and distribution is made in accordance with this Agreement;

~~1.2.42~~1.2.37 _____ acquiringe the assets and/or undertaking of any other business entity; and

~~1.2.43~~1.2.38 _____ enteringf into any negotiations concerning:

~~1.2.43.1~~1.2.38.1 _____ the sale or issue of any shares of the Company or any of its subsidiaries;

~~1.2.43.2~~1.2.38.2 _____ the sale of any material part of the business, undertaking or assets of the Company, or any of its subsidiaries;

~~1.2.43.3~~1.2.38.3 _____ the refinancing of the Company or any of its subsidiaries.

2 POSITIVE OBLIGATIONS

2.1 The Company undertakes to the Council that:-

2.1.1 any expansion development or evolution of the Business will only be effected through the Company or a wholly owned subsidiary of the Company;

2.1.2 the Company shall, and shall procure that its subsidiaries shall, insure with a reputable insurance office and keep so insured at all times:-

2.1.2.1 all their respective insurable assets and undertakings which a prudent company would insure against loss (including loss of profits or business interruption), damage and such other risks as a prudent company would insure against; and

2.1.2.2 all their respective insurable potential liabilities in respect of which a prudent company would insure; and

2.1.2.3 all their respective directors and officers in respect of any potential liability arising in respect of them in their personal capacity;

all in such manner and to such extent as shall be in accordance with good commercial practice with regard to assets and liabilities of a like character and in comparable circumstances;

2.1.3 the Company shall observe, perform and comply with the terms of the Project Documents,

2.1.4 the Company shall adopt and maintain policies in respect of its employees equivalent to those adopted by the Council in respect of the Council employees;

2.1.5 the Company shall adopt and maintain environmentally friendly working practices.

3 **MANAGEMENT**

3.1 The Company shall procure that all decisions made by or on behalf of the Company or any of its subsidiaries which are material to the Company and its subsidiaries as a whole are approved either at a properly convened meeting of the Board or by a resolution in writing signed by or otherwise approved in writing by all of the Directors of the Company.

4 **INFORMATION OBLIGATIONS**

4.1 The Company shall:-

4.1.1 keep the Council informed of material matters relating to the progress of its Business and that of every subsidiary of the Company to such extent and in such form and detail as the Council may from time to time reasonably require and shall supply to the Council such written particulars of any matters concerned with and arising out of the activities of the Company and any of its subsidiaries as the Council may from time to time reasonably require;

~~4.1.2 without limiting the generality of paragraph 4.1.1 above, deliver within 21 days of the end of every three month period (such period to commence on the date of this Agreement) to the Council an information pack comprising monthly management accounts including:-~~

~~4.1.2.1 profit and loss account for month and year to date with comparison to budget;~~

~~4.1.2.2 cash flow for month and year to date with comparison to budget;~~

~~4.1.2.3 balance sheet with comparison to budget;~~

~~4.1.34.1.2~~ Without limiting the generality of paragraph 4.1.1 of this Schedule above, deliver forthwith upon the same becoming available and not in any event later than 120 days after the end of each relevant financial year to the Council copies of the audited profit and loss accounts and audited balance sheets of the Company and any of its subsidiaries and the audited consolidated profit and loss account and the audited consolidated balance sheet of the Company and its subsidiaries all in respect of each financial year of the Company and any of its subsidiaries;

~~5~~ **ANNUAL BUSINESS PLAN**

~~5.1~~ The Company shall prepare and deliver to the Council at least 45 days before (but not sooner than 60 days before) the commencement of each of its financial years an Annual Business Plan in respect of the forthcoming financial year and the Company shall agree the content of such Annual Business Plan with the Council prior to so delivering it and shall in any event procure that the Annual Budget included in each such Annual Business Plan shall be in such form at and detail as the Council shall reasonably require from time to time;

~~5.2~~ If the Company fails to comply with the information obligations set out in this Schedule the Council shall be entitled to instruct a firm of chartered accountants to prepare and submit to the Council and the Company at the cost of the Company such information as should have been supplied to the Council pursuant to this paragraph and such other financial information concerning the Company and its subsidiaries as the Council shall reasonably require and the Company shall (and shall procure that its subsidiaries shall) give such accountants all reasonable access to its financial records and premises and all reasonable assistance which such accountants may request for this purposes;

~~65~~ **PROPERTY OBLIGATIONS**

The Company shall advise the Council forthwith upon the Company or any of its subsidiaries becoming aware of the same of any discovery on any premises owned, leased, occupied or controlled by the Company or any of its subsidiaries of any substance capable of causing pollution of the environment in circumstances where such pollution is likely to materially adversely affect the value of such premises or the businesses of any of the Company and its subsidiaries.

SCHEDULE 2

Part 2 – Council Covenant

- 1 The Council undertakes to the Company other that it will generally act in a manner that will promote the Business and the best interests of the Company and act at all times in good faith towards the Company, subject at all times to its statutory and common law duties.

SCHEDULE 3

Letters of appointment of Nominated Directors

[on the headed notepaper of the Company]

[name and address of Nominated Director]

Dear

CITY OF YORK TRADING LIMITED ("Company")

1. This letter contains the terms which we have discussed and agreed for your appointment as a non-executive director of the Company, as the nominated director of []. Your appointment is made pursuant to and is subject to the terms and conditions set in the Shareholders' Agreement dated 2015 and made between, (1) City of York Council and (2) the Company (the "**Shareholders Agreement**").
2. You will be expected to attend the Board Meetings and General Meetings of the Company. You will receive details of all such meetings in advance.
3. You will not, whether during the appointment or after its termination, except in the proper course of your duties or as required by law, use or divulge, and shall use all reasonable endeavours to prevent the use or disclosure of, any trade or business secrets or any information concerning the business or finances of the Company or of any dealings, transactions, or affairs of the Company or any client, customer or supplier of the Company which comes to your knowledge during the course of this appointment and will comply with the provisions of clause 12 (Confidentiality) of the Shareholders Agreement as if it applied to you. You will, however, be entitled to disclose information to the Shareholder appointing as permitted under the Shareholders Agreement.
4. The appointment will automatically cease in relation to the Company in the event that you resign as a director or are removed from office in relation to the Company. In particular, in signing this letter, you acknowledge that your office is subject to the terms of the Shareholders' Agreement and the Company's Articles of Association (the "**Articles**") and may be determined as permitted under the terms of the Shareholders' Agreement and the Articles and that such termination will not give rise to any claim against the Company whatsoever.

5. On termination of your appointment, you agree that you will promptly return to the Company Secretary all papers and property of the Company which are in your possession or under your control.

Please indicate your acceptance and acknowledgement of these terms by signing the attached copy.

Yours sincerely

.....

SIGNATORY

I agree to and acknowledge the terms and conditions set out above relating to my appointment as non-executive director of City of York Trading Limited.

Signed

Dated



Executive**24th September 2015**

Report of the Assistant Director of Finance, Property and Procurement

Community Asset Transfer – Knavesmire Changing Rooms to Hamilton Panthers Football Club**Summary**

1. A new changing rooms and pavilion building is soon to be built on the site of the existing changing room building located by the Little Knavesmire. This construction is being funded externally by the Football Foundation, Football Stadia Improvement Fund, Sport England and two community sports clubs with a contribution from City of York Council.
2. Hamilton Panthers Football Club lease the existing building under a lease granted on 9th January 1998 that is due to expire on 31st March 2018 at a rent of £2,000 per annum and it is proposed that, once the new building is completed that the Football Club take a 99 year lease in accordance with the Council's Community Asset Transfer policy.

Recommendations

- 3 Executive are asked to consider letting the Changing Rooms and Pavilion to Hamilton Panthers for a term of 99 years at nil rent in accordance with the lease terms as set out in the Council's Community Asset Transfer Policy.

Reason: As the Knavemire Changing Rooms and their proposed use for the community meets the criteria for a Community Asset Transfer as contained in the Council's policy and supports the Council Plan.

Background

- 4 The current changing room building on Knavesmire Road is unsuitable for it's use and funding has been obtained to demolish this building and construct a new pavilion with 4 team changing

rooms, officials rooms, a community room and kitchen. The building is on the same footprint with parking and storage on site as currently.

- 5 The total cost of the project is £650K. Funding has come from a variety of sources. The Council's contribution of £100K was approved at the Full Council meeting in February 2013. Following this applications were made to Sport England, the Football Foundation and the Football Stadium Improvement Fund. All were successful and the project was awarded £472K. Hamilton Panthers FC and Knavesmire Harriers running club, as major community users of the new facility have also contributed £25K each. Additional Council funding is available through s106 contributions for outdoor sports facilities from projects in the vicinity. The total funding available means that, once the lease is approved by the Council and funders works can start on site. Some of the funding is time limited so this agreement needs to be in place by the end of September.
- 6 The new building, when complete, will not only provide vastly improved changing and club facilities for the football club but will also have the facilities for other sport and leisure organisations, such as Knavesmire Harriers and fitness classes, to use and also a community and catering facility which can be let for use by the local community generating income to help the sustainability of the football club at this location.
- 7 The new facility and the proposed use of it for the community meets the criteria for a Community Asset Transfer on the basis as contained in the Council's policy
 - Long lease (in this case 99 years)
 - Low rent (peppercorn proposed here)
 - Transfer of all liabilities for future maintenance and costs to the community organisation (a full repairing and insuring lease is proposed here)
 - Community use (contained in the use permitted in the lease terms and also a commitment to have the facility available for community use throughout the year)

Consultation

- 8 The proposed project has been consulted on at length in the local community and the funding has been approved by the Council as part of the budget process in February 2013. Hamilton Panthers have already received a number of letters of support from community organisations who are keen to use the new facilities for school sports, community fitness classes and charity events. The two clubs have a membership of over 300 who have given backing to the scheme, raised funding for the project, contributed to the funding applications and committed to the future sustainability of the facilities. Consultation also took place when the planning application was approved in January 2013 for the new building. The lease proposals have been consulted on with the football club and also the external funding bodies who have all approved the Community Asset Transfer approach. The Capital and Asset Board also approved the proposed lease in May 2014.

Options and Analysis

- 9 A new lease will have to be granted to Hamilton Panthers Football Club as it is a requirement of the funders to have a lease of at least 21 years and the existing lease expires in 2018.

Option 1- 99 year lease at nil rent on Community Asset Transfer terms

Advantages

- Meets the funders requirements (they have approved the proposal)
- Transfers future maintenance and responsibility away from the Council which will save future revenue costs
- Enables the club to have a sustainable future as it can let out the facilities to a wide range of community groups and retain all revenue generated without the burden of paying a rent to the Council
- Provides a community venue which is being managed by the Football Club which the community and other groups can hire without any other associated management costs or arrangements needed

Disadvantages

- City of York Council will lose revenue income (currently around £3,000 on the existing building). However this is outweighed by the potential revenue saving on future liabilities under the terms of the proposed lease

Option 2 – grant a new lease on similar terms as the existing lease

Advantages

- Additional revenue income could be obtained (would need to be assessed)
- Lease would probably be a shorter length so the Council could gain earlier possession of the building. However this would need to be approved by the funders and would likely need to be at least 21 years anyway.

Disadvantages

- The football club would have an additional revenue cost which would reduce future financial viability or mean that the charges to the community users would have to be increased which may in turn reduce community use
- Although the lease would be on a full repairing basis and the building would be new it is unlikely that a community organisation such as this one would have the funds to deal with any major items of expenditure on the building so the Council may have to contribute.
- A 'commercial' lease would go against the practice established under the Community Asset Transfer policy and followed at other venues such as Beckfield Lane Changing Rooms, Oaken Grove Community Centre and Clements Hall

Council Plan

- 10 Under the draft Council Plan this proposal will assist in supporting
 - A prosperous city for all
 - Providing a facility in the city for the residents to use to carry out a range of sporting and other activities
 - A focus on front-line services
 - Encouraging residents to live healthily
 - Protecting a valued community facility

Implications

11

- **Financial** – funding has been approved as detailed in this report
- **Human Resources (HR)** - none
- **Equalities** - none
- **Legal** –

The complex funding agreements which the various external funding organisations require the Council to sign before releasing funding impose substantial obligations on the Council. For example to maintain the premises to a high standard, to commence the works by a certain date and to complete the works by a particular deadline. If any of those obligations are not complied with the external funders have the right to terminate the funding agreement and require the Council to repay the granting funding back to the funder. Although the proposed 99 year lease would impose an obligation on the football club/tenant to repair and maintain the premises, if they do not comply with this obligation the funders could reclaim the grant funding from the Council.

As the Council would be granting a lease for a Term of 99 years we would not be able to terminate the lease early or recover possession of the premises unless the tenant surrendered the lease voluntarily or a court forfeited the lease due to the tenant being in substantial breach of their obligations. [The external funders would also have the right to reclaim the grant funding from the Council if we terminated the lease or if the premises ceased to be used for community sports purposes].

Under S.123 of the Local Government Act 1972:

(i) the Council must obtain the consent of the Secretary of State for Communities and Local Government before disposing (including granting a lease) of land for a purpose which facilitates the promotion or improvement of the economic, environmental or social well-being of its area if the difference between the open market value of the interest being disposed of and the rent being received is greater than £2 Million. In this case Property Services have advised that the difference in value

is substantially below this level and therefore Secretary of State consent is not required.

(ii) before disposing (including granting a lease) of 'open space' the Council must advertise the proposed disposal in two consecutive editions of a local newspaper and give due consideration to any objections or other comments received in response to the advertisement. S.20 of the Open Spaces Act 1906 defines open space as any land (whether or not fenced/enclosed) on which there are no buildings or of which not more than 5% is covered with buildings and whole or remainder of which is used for recreational purposes. If there are buildings on the land to be leased which occupy more than 5% of the site area/footprint then the property would not fall within the definition of 'open space'. However it is believed that the property falls within Micklegate Stray which was vested in the Council by the Micklegate Stray 1907 on condition that the Council maintains the Stray as open space for public recreation for the residents of York. Accordingly before the Council grants a lease of this property the proposal should be advertised and any objections or other comments should be properly considered.

If the Council is appointing building contractors or engaging the services of professional external advisors in connection with the project those contracts should be procured in accordance with the Council's own Contract Procedure Rules and the Public Contracts Regulations. It is confirmed that all the rules & regulations have been followed for this project.

- **Crime and Disorder** – none
- **Information Technology (IT)** - none
- **Property** – contained in the report
- **Public Health** – The project is strongly supported by the Director of Public Health. It is consistent with our policies of promoting active lifestyles and giving children the best start in life. It is also consistent with work we are currently developing to encourage communities to take shared responsibility for their health and for the health of their community. The enhanced facilities will encourage not only health active lifestyles but will also offer a social space for the community to use for training, toddler sessions and fitness classes. The new facilities will also

allow the clubs to attract a new population of members and increase participation in sport in the city.

- **Other** – none

Risk Management

- 12 There are no risks associated with the recommendation as Community Asset Transfers on this basis have been undertaken elsewhere in the Council area and none have failed.

Contact Details

Author:

Philip Callow
Head of Asset and
Property Management
Property Services
01904 553360

Chief Officer Responsible for the
report:

Tracey Carter
Assistant Director – Finance,
Property and Procurement

Report
Approved

Date 14 September
2015

Specialist Implications Officer(s)

Implication ie Financial

Name

Title

Tel No.

Implication ie Legal

Name

Title

Tel No.

Wards Affected: Micklegate

All *tick*

For further information please contact the author of the report

Background Papers:

None

Annexes

None.

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Executive

24 September 2015

Report of Director of Communities and Neighbourhoods

Appropriation of Land at Kathryn Avenue, Huntington Stadium, for Planning Purposes

Summary

1. The purpose of this paper is to appropriate land at Huntington Stadium and the surrounding area for planning purposes for development in line with planning consent granted.
2. The paper outlines the requirement for this appropriation and the legislation used for it as well as the information to assess.
3. The project is now in its final stage of procurement and full commitment is given to its expedient delivery so that construction is completed during the football season 2016/17.

Recommendations

4. The Executive is asked to approve the appropriation of the land owned by the Council within the areas edged in red on the plan attached at Appendix 2 to this report for planning purposes as outlined in the report.

Reason: To enable the delivery of this important council project.

Background

5. The Council acquires and holds property for various statutory purposes in order to perform its functions. The process of changing that purpose without changing the ownership is described as appropriation.

6. The Council has the power to acquire and hold property for various statutory purposes to perform its functions. In order to hold land for a purpose other than the one for which it was acquired the land must be “appropriated” for a different purpose. Appropriation is a statutory process which allows the Council to change the purpose for which it holds property within its ownership from one purpose to another.
7. Section 122 of the Local Government Act 1972 enables the Council to appropriate land which belongs to the Council for any statutory purpose for which it is authorised to acquire land and which is no longer required for the purpose for which it is held immediately before the appropriation. The Council must, therefore, consider whether the land is no longer needed for the purpose for which it is so held if it is to be appropriated for planning purposes.
8. The meaning of the words “no longer required for the purpose for which it was held immediately before the appropriation” was considered by the Courts in the context of the predecessor to section 122. In that instance “not required” was held to mean “not needed in the public interest of the locality”.
9. Appropriation of the land for “planning purposes” (in order to engage the provisions of s237 Town and Country Planning Act 1990 (“the 1990 Act”)) requires the Council to consider the following factors:
 - whether the appropriation will facilitate the carrying out of development, re-development or improvement on or in relation to the land or is required for a purpose which it is necessary to achieve in the interests of the proper planning of an area in which the land is situated;
 - whether the proposed development, re-development or improvement will contribute to the promotion or improvement of the economic, social and/or environmental well-being of the area;
 - whether it is in the public interest that the proposed development should be carried out, having regard to the provisions of the development plan, whether planning permission is in force and any other considerations that

would be material to the determination of a planning application for development of the land;

- as noted above, whether the land is no longer required for the original purpose for which it was acquired
- whether rights capable of being overridden by s237 of the 1990 Act exist and whether interference with such rights is necessary

10. "Planning purposes" is defined in Section 246(1) of the 1990 Act and acquisition for such purposes includes acquisition under s226 or 227 of the 1990 Act.
11. Where land is appropriated for planning purposes, it is then held by the Council under the statutory provisions of Part 9 of the 1990 Act. The consequence (by virtue of Section 237 of the 1990 Act, as amended by Schedule 9 of the Planning Act 2008) is that the erection, construction or carrying out of any maintenance or any building or work on the land and subsequent use of the land is authorised under those planning powers, if the works are done in accordance with planning permission, even if they interfere with third party rights.
12. The purpose of Section 237 of the 1990 Act is to ensure that where land has been appropriated for planning purposes, and provided that work is done in accordance with planning permission, then existing rights, which could prevent the development of that land from proceeding, can be overridden. The rights are overridden whether the Local Authority or a person deriving title from it undertakes the development. Persons who would otherwise benefit from those rights are entitled to claim compensation for the interference with them.
13. Moreover, Section 237 of the 1990 Act provides that compensation is payable for interference with such rights.
14. The obligation to pay compensation lies with a person who has derived title from the Council. However, if that person fails to meet such obligation then it becomes enforceable against the Council.
15. On the 09 September 2014 Cabinet approved the appropriation of the land at Monks Cross South as part of a report on the

Community Stadium Project. However no location/boundary plan was appended to that report.

The Scheme

16. As part of the York Community Stadium development land surrounding the existing stadium is required for development in order to provide sufficient room for wide range of new facilities to be provided that include a stadium, community, commercial, charitable, retail, office, restaurant, sports and leisure uses.
17. The procurement process started in September 2012 under EU regulations and is now complete with a final scheme chosen and approved by Cabinet.
18. A final scheme has now been approved and as part of this process it is proposed that the land identified in this report be appropriated for planning purposes under Section 122 of the Local Government Act 1972 and in order that s237 of the 1990 Act is engaged, thereby enabling development to occur notwithstanding that there may be interference with third party rights.
19. Land held by the Council under title numbers NYK406655, NYK195711, NYK317805, NYK158359, NYK80821 and NYK80822 are all affected and included in this request for appropriation, as shown in the plan in Appendix 1.
20. Various rights and easements exist on the titles. There is also the potential for claims that could be made in respect of title issues and covenants despite exhaustive checks. As the land is no longer required in its current use as a leisure site, stadium and parking area (as these are all being re-provided) the land may properly be appropriated for planning purposes under Section 122 of the Local Government Act 1972.
21. Section 237 of the 1990 Act will then apply, to override those rights that exist on the site subject to the persons with the benefit of those rights being able to claim compensation.
22. Any dispute about financial matters relating to the overriding of rights would be referred to the Upper Tribunal (Lands Chamber) for decision if it is not possible to resolve issues relating to compensation by agreement.

23. The red line for the development site is shown in the plan in Appendix 2.
24. Defective title insurance has already been acquired by City of York Council for the site from Aviva to cover any unknown rights that may exist affecting the area under development.

Analysis/Options

25. The land to be appropriated has been used as an athletics stadium, rugby ground, gym and swimming/ leisure facility. The stadium element, is predominantly open with one main stand on the east side of the track and a small terrace on the west side of the track. That limited use is no longer needed in the public interest of the locality. It provides a limited range of use with out-dated facilities that no longer meet current needs and the relevant standards (particularly for sport). This was tested through a comprehensive procurement process that saw none of the proposals proposing the retention of any of the facilities. The built fabric is tired. Its current condition is unsustainable and very expensive to maintain and therefore has no long term future. In contrast, the uses to which the land is intended to be put will be multi-purpose and provide a vast range of community and commercial facilities as set out in detail in this report and for which planning permission has been granted. It is therefore no longer desirable for the use of the land to continue in its present form and appropriation for planning purposes is justified and required.
26. The site of Huntington Stadium and Waterworld swimming complex (being the area within Land Registry Title Numbers NYK80821 and NYK80822 as approximately marked on the plan attached at Appendix 1) was originally acquired by the Council's predecessor Ryedale District Council in 1989. Although at the time of preparation of this report it has not proved possible to locate relevant documentation recording the statutory basis upon which Ryedale Council acquired this part of the proposed development site, nonetheless it is clear that this land was undeveloped at that time. It also clear that Ryedale D.C. acquired this land for the purposes of development, namely the construction of the sports stadium and swimming complex which they subsequently procured the erection of. Under the deed by which they acquired this land Ryedale D.C. indicated that it was intended to use the land for sporting and/or recreational purposes. Such intention indicates acquisition consistent with the achievement of

planning purposes and the engagement of the statutory overriding provisions (i.e. sections 122 and 127 of the TCPA 1971, being the predecessor provisions to the 1990 Act). It is therefore possible that such provisions were engaged at that time.

27. The property comprised in Land Registry Title Numbers NYK317805 and NYK195711 (as approximately shown on the plan attached at Appendix 1) was acquired by City of York Council in 2003. In the acquisition deed the Council indicated that it intended to develop and use this area as a park and ride facility.
28. The property comprised in Title Number NYK158359 was acquired by Ryedale D.C. in 1994. The purpose of acquisition by Ryedale D.C. is not known. Since City of York Council became the owner of this land following local government reorganisation in 1996 this land has been developed into part of the existing park and ride site.
29. The Council acquired the land comprised in Title Number NYK406655 in 2013 as vacant/undeveloped land for general potential future use and development.
30. In any event, the Council is presently entitled to exercise its powers to appropriate the land for planning purposes in respect of the proposed development as set out below.
31. The land comprised in Title Numbers NYK80821 and NYK80822 is no longer required solely for sporting and/or recreational purposes as further described in the report. Although the Council does intend that this land will still partly be used for sports and recreational purposes after completion of the proposed development detailed below (since it will be part of the site of the new larger stadium and of the new swimming pool), it will also be used for the other elements of the proposed development scheme, including the 'Community Hub' described below.
32. The new facility will create a community focused leisure and retail destination combine a wide range of different uses. The focal point will be the all seat football and rugby stadium meeting RFL and Football League standards and facilities that meet the modern needs of the game including outdoor 3G surfaces for leisure and training use. The swimming and gym areas will be complimented by indoor and outdoor climbing and adventure ropes facilities and a 4 court sports hall, housing a number of indoor sports such as

basketball, indoor cricket, indoor bowls, volleyball and tennis. These facilities will be funded by the commercial retail, cinema and restaurant uses also incorporated within the scheme, that form part of the planning consent.

33. The entrance to the facilities is created by community hub, with a range of community focused uses clustered around an atrium. This will house community tenants, library service, local charities and a modern outpatient Healthcare facility enabling services to be provided in the community and to promote a healthy environment for rehabilitation and medical care, as well as the delivery of public health agenda. The new swimming facility will be operated year round with its primary use as swimming for health and recreation, including an extensive programme of swimming lessons and club use. It will be a comprehensive development providing integrated and inter-related uses.
34. The site will also include a modern commercial development including restaurants and retail outlets and include a large multi screen cinema facility (essential to the funding of the overall scheme). These will compliment the leisure, sport and health uses of the site, making it a multi use destination with regional significance as opposed to a purely sporting and leisure facility.
35. Those parts of the land edged red on the plan attached at Appendix 2 falling within Title Numbers NYK317805, NYK195711 and NYK158359 are no longer required solely for the purposes of the park and ride facility. This land will be redeveloped to form part of the site of the proposed new, larger stadium and its ancillary car parking area. The remainder of the land within Title Number NYK195711 will be redeveloped to form part of a revised park and ride facility.
36. The scheme will secure the following outputs at the land edged red on the plan attached at Appendix 2 to this report:
 - 8000 all-seat sports stadium to host professional football and rugby league games (originally 6,000 seats).
 - Conference, banqueting and hospitality centre.
 - Training and Development centre operated by the NHS Foundation Trust.

- Community hub forming large central atrium with cafe, meeting area and access to stadium, leisure, commercial facilities and community uses which contains:
 - Healthcare centre (clinical outpatients and office uses) uses.
 - Independent Living Assessment Centre retail & support unit which assists residents with information, assessments, and products to aid independent living.
 - Gateway Explore Library space that will be based in the main atrium area providing a new type of library aimed at accessing new users & groups.
 - 'Charity HQ' including an office & retail outlet.
- A new 'state-of-the-art' leisure and sports centre totalling (this is a new component of the project with a major financial value) containing:
 - 25m swimming pool
 - Teaching pool
 - Leisure fun pool
 - Café and viewing gallery
 - 4 court sports hall with viewing gallery
 - Indoor adventure sports centre
 - Outdoor 3g sports pitches
 - 120 station gym
 - Spin and dance studio
 - Changing facilities
- Extreme Child's Play facility and Outdoor high ropes climbing facility
- Commercial uses that will provide the funding for the new leisure facilities, the 2000 additional seats to the stadium and associated project costs and external works; including:
 - Retail units
 - Restaurants / cafes

- Multi-screen cinema with bar

37. Key quantitative benefits and impacts of the Development Proposals include:

- The commercial, community and leisure proposals have the potential to create up to an additional 165 permanent FTE positions.
- The development proposals have the potential to create 22 temporary FTE positions during the 18 month construction period.
- In isolation from the other extensive uses, evidence suggests that the new stadium could generate from 20% - 40% increase in visitor numbers.
- £500,000 additional income is expected to be created indirectly by the Community Proposals through job creation for York's residents.

38. Key qualitative benefits and impacts of the Development Proposals are set out below:

- **Community focal point:** The new destination will be a positive community focal point for the city which will instil pride and will be an important cultural asset.
- **Increased supporter demand for football and rugby:** The new stadium has the potential to increase supporter demand and attendance numbers. The new facility will accommodate this increase where the existing facilities are unable to do so.
- **Additional opportunities for community engagement:** The new conference facilities and function rooms will provide a wide range of community and health promotional activities to be delivered from the stadium.
- **Development of the visitor economy:** The new destination will provide continued support for the development of the visitor economy in York by providing a new venue for events.
- **Public Health agenda :** The Healthcare clinical facilities provide the opportunity to work collaboratively with key health partners on research programmes, preventative healthcare programmes and professional training programmes. This has the potential to increase the quality of service provision for the community.

- **Collaborative working:** The ILAC facility and the library will be suitably located to take advantage of the footfall from the stadium to maximise their community benefit. In addition, the NHS facilities will use the stadium to promote to visitors preventative healthcare.
 - **High quality children's play facilities:** The Clip and Climb Adventure Centre and the indoor and outdoor areas will provide unique leisure activity for the children and teenagers of York.
 - **Community meeting place:** The café provided within the community hub will be a centralised meeting point for visitors and staff to relax and communicate in a high quality environment. The strategic aims and priorities for York favour development which improves the quality of life for everyone in the City, with a particular importance placed on the creation of inclusive sustainable communities.
39. The Appropriation of the land within the red edging on the plan attached at Appendix 2 will be for planning purposes to facilitate redevelopment of it.
40. Appropriation of this land for planning purposes is required to enable the approved development of this site to take place. The consortia bidding have requested that this appropriation be considered at this time before the contract is completed and in order the development can commence in the knowledge that s237 of the 1990 Act has been enjoyed. The land is to be redeveloped under planning consent 14/02933/FULM and provides a new stadium, leisure complex, retail and cinema outlets, an expanded park and ride area and associated parking for the development.
41. The alternative option is to not to consider making such appropriation at this time. This option is not recommended because:-
- a) the bidders have indicated they will not complete the contract (if appropriation does not take place) and therefore no development will take place.
 - b) the Council's Leisure facilities would have no operator in place and therefore closure of the Huntington site would occur, or the facilities would have to become Council operated at significant cost to the Council.

- c) the procurement may have to restart at considerable cost and delay to the Council.
 - d) This would have a direct detrimental impact on city's professional Football and Rugby League clubs.
42. In addition to the above matters appertaining to appropriation for planning purposes, Section 122(2A) requires that before appropriating any land consisting of or forming part of 'open space' the Council must advertise the proposed appropriation in two consecutive editions of a local newspaper and consider any objections received in response. In order to be 'open space' land must:
- (i) either have no buildings on it at all or at least 95% of the land should have no buildings on it
and
 - (ii) either be laid out as a 'garden', be used for recreation or lie as waste and unoccupied/vacant land (S.20 of the Open Spaces Act 1906)
43. It is not considered that the land edged red on the plan attached at Appendix 2 is 'open space' because it does not fall within the above criteria. Accordingly S.122(2)(A) would not apply so it is not considered necessary to advertise the proposed appropriation.
44. From research carried out it is believed that only a very small number of persons/organisations may own neighbouring land with the benefit of rights over the land edged red on the plan attached at Appendix 2 which could in practice be exercised over the proposed development site. The covenants previously given that:
- (a) the land comprised in Title Numbers NYK80821 and NYK80822 would only be used for sporting and/or recreational purposes
 - (b) the majority of the land comprised in Title Numbers NYK317805 and NYK195711 would only be used for a park and ride facility
45. These were previously released by the persons with the benefit of those covenants so they no longer apply to the land. Some nearby land may theoretically have the benefit of various rights over certain parts of the land edged red on the plan attached at Appendix 2 (such as, for example, rights to connect into drains and sewers) but most, if not all, of such 'benefited land' is now

separated from the appropriation site by other land that does not appear to have the benefit of such rights so those rights may no longer practically be exercisable and the 'benefited land' does not appear to need any rights over the appropriation site. However to guard against the risk that third party rights might still currently affect the appropriation site that could hinder or adversely affect the implementing of this important community benefit scheme, it is considered necessary and justifiable for an appropriation to planning purposes. Any interference with any such third-party rights arising from implementation and operation of the development scheme and arising from the consequences of the appropriation to planning purposes is assessed as being necessary and justifiable in light of the wider significant public benefits that will derive from the scheme and the fact that the parties with the benefit of hindered rights may be entitled to compensation as explained in the 'Human Rights' section of this report below.

46. It is reasonable for the Council to use its powers in this case to appropriate the land for planning purposes as the appropriation will facilitate the carrying out of development, re-development or improvement works on the land and this which will contribute to the promotion of the economic, environmental or social well-being of the City.

Human Rights

47. The European Convention on Human Rights ("the Convention") was incorporated into domestic law in England and Wales by the Human Rights Act 1998 ("the 1998 Act"). The 1998 Act prevents public authorities from acting in a way which is incompatible with rights protected by the 1998 Act.
48. Of particular relevance to the acquisition of interests in land or overriding of interests/rights in land are Article 8 of the Convention regarding respect for privacy and family life and Article 1 of the First Protocol which concerns the protection of property.
49. Such rights are qualified rights and may therefore be overridden where it is considered that the interference with these rights are proportionate and that the interference is necessary in the interests of, amongst other things, national economic well being.

50. The European Court of Human Rights has recognised in the context of Article 1 of the First Protocol that “regard must be had to the fair balance that has to be struck between the competing interests of the individual and of the community as a whole”, and both public and private interests have been taken into account in the exercise of the authority’s powers and duties as a local authority.
51. It is acknowledged that the appropriation of land for planning purposes may result in interference with property rights. However, compensation will be payable in accordance with statute.
52. The assessment undertaken by the Council has taken into account the social, economic and environmental well being of the locality. Moreover, in considering this appropriation, the Council has carefully considered the balance to be struck between individual rights and the wider public interest. In this instance it is considered that the appropriation is required in the public interest and is consistent with the European Convention of Human Rights and the 1998 Act in that the public purpose of securing the site for the redevelopment described herein and concomitant economic, social and environmental benefits are of sufficient weight to override the interference with such human rights as the appropriation may involve; and that appropriation is necessary to achieve that purpose.

Risk Management

53. If the appropriation is approved then contracts can be awarded and development can commence in due course thus removing the risk to the physical development.
54. A risk remains that compensation claims may arise due to the extinguishment of rights on the site.

Financial comments

55. There are no direct financial implications arising from the decision to appropriate the land as referred in the report. There is contingency in the budget for any issues relating to unregistered interests. Defective title insurance has also already been acquired by the Authority from Aviva to protect against any claims that may arise. Any costs arising from these claims will be met within the overall scheme budget.

Legal

56. Section 122 of the Local Government Act 1972 enables the Council to 'appropriate' to another purpose/use any land owned by the Council which the Council no longer needs for the purpose for which the land was originally acquired by the Council. Where land has been appropriated for planning purposes Section 237 of the Town and Country Planning Act 1990 enables the carrying out of any development/building works authorised by planning permission where those works interfere with any easement or covenant benefiting a third party subject to payment of compensation to such third party/parties.
57. Section 122(2A) requires that before appropriating any land consisting of or forming part of 'open space' the Council must advertise the proposed appropriation in two consecutive editions of a local newspaper and consider any objections received in response. In order to be 'open space' land must:
- i. either have no buildings on it at all or at least 95% of the land should have no buildings on it
- and
- ii. either be laid out as a 'garden', be used for recreation or lie as waste and unoccupied/vacant land (S.20 of the Open Spaces Act 1906).
58. It is not considered that the land edged red on the plan attached at Appendix 2 is 'open space' because it does not fall within the above criteria. Accordingly S.122(2)(A) would not apply so it is not considered necessary to advertise the proposed appropriation.
59. It is reasonable for the Council to use its powers in this case to appropriate the land for planning purposes as the appropriation will facilitate the carrying out of development, re-development or improvement works on the land and this which will contribute to the promotion of the economic, environmental or social well-being of the City.

Property

60. The land comprising the proposed stadium complex/leisure facilities site was originally acquired by Ryedale District Council for leisure purposes.

61. It is considered that appropriation of the land to planning purposes will facilitate the carrying out of development, re-development or improvement works on the land which will contribute to the promotion or improvement of the economic, environmental or social well-being of its area.

Contact details

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	Report Approved	✓	Date 15 September 2015
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Wards Affected: Huntington and New Earswick			All
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Annexes

Appendix 1- Title Plan

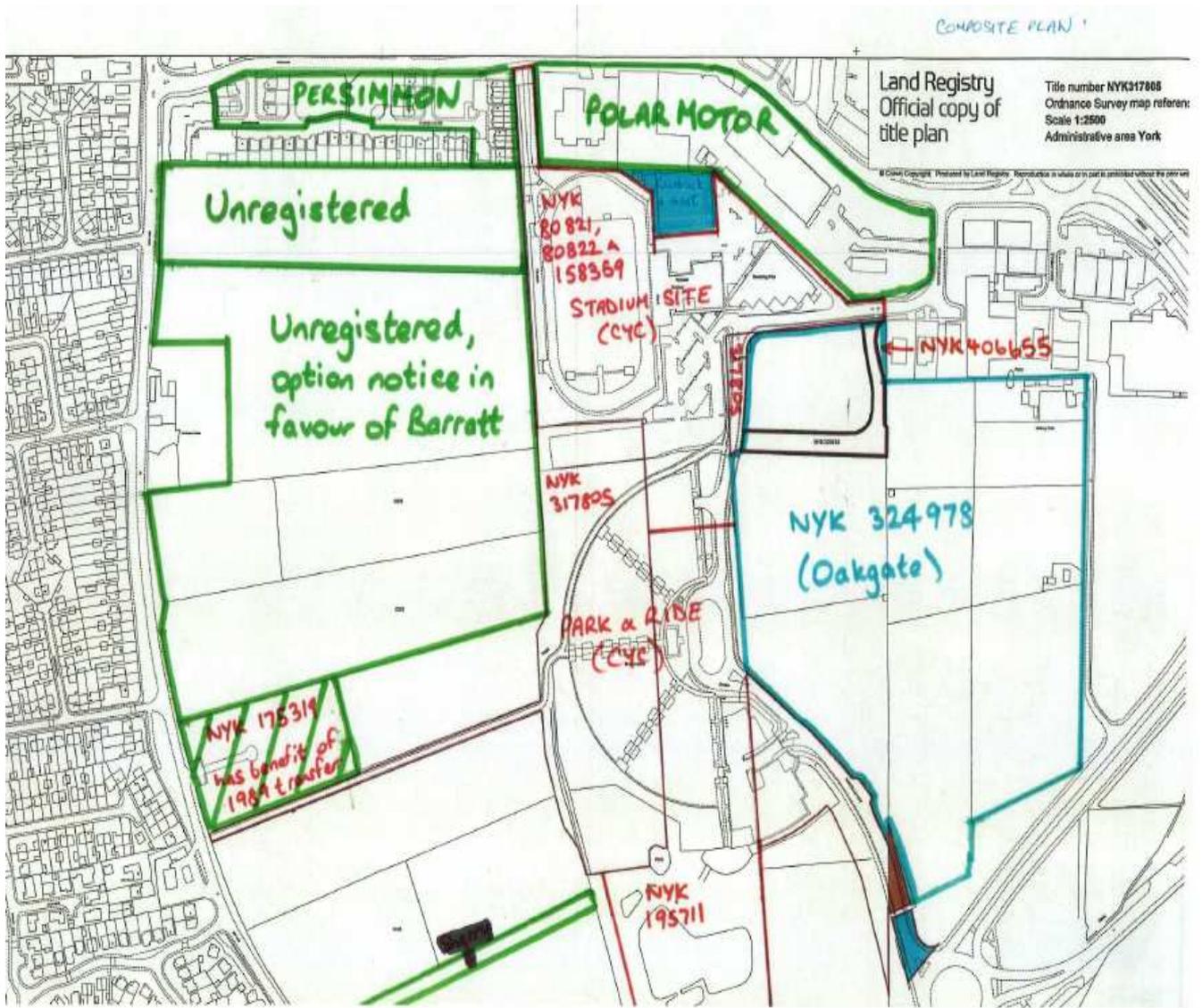
Appendix 2 - Red Line Plan for the Huntington Stadium Site

Glossary of Terms

GLL	Greenwich Leisure Limited
NSLC	New Stadium Leisure Complex
CYC	City of York Council
OJEU	Ordinary Journal of the European Union
DBOM	Design, Build, Operate, Maintain
CD	Competitive Dialogue
UoY	University of York
YSJ	York St John
RFL	Rugby Football League
YCFC	York City Football Club

MDA	Match Day Agreement
S106	Section 106
FSIF	Football Stadia Improvement Fund
YCK	York City Knights
EU	European Union
NNDR	National Non Domestic Rates
3G	Third Generation Astroturf pitch
P & R	Park and Ride

Appendix 1 – Title Plan



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Appendix 2 - Red Line Plan for the Huntington Stadium Site



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Executive**24 September 2015**

Report of the Acting Director of City and Environment Services

Park and Ride Bus Contract Options**Summary**

1. This Report examines options for the delivery of the Park and Ride service after the end of the current contract in February 2017. The service carries approximately 4.5m passengers per annum and currently delivers a licence fee to the Council of approx. £750k per year. Members are asked to decide on the principles for the specification for the service and delivery methodology to enable a contract to be prepared to operate the service for the next 8 years. The vision for the future of the Park and Ride operation is included and issues which will affect the operation of the service during the lifetime of the contract identified.

Recommendations

2. Members are asked to approve;
 - 1) The proposed specification principles and contract arrangements for the Park and Ride service under the terms detailed in Option 2.

Reason: To enable an improved service to be provided with the highest opportunity of an increased income to the council.

- 2) The procurement of the Park and Ride service to the timescales detailed at Paragraph 42.

Reason: To ensure the service is procured in accordance with the financial regulations.

Background

3. The Council has operated one of the country's most successful Park and Ride services for over 20 years. The service currently operates a 7 day, high frequency, service from six sites around the city's ring road.
4. Park and Ride passenger numbers have grown every year since the start of the service exceeding 4.5 million in 2014/15. Further detail on the current Park and Ride operation can be found at Annex A to this report.
5. The Park and Ride service is operated on behalf of the Council by First York under an eight year contract which ends in February 2017. To meet with the Council's own financial regulations and to ensure best value and transparency, the contract needs to be re-tendered in accordance with EU procurement legislation for a new contract to commence at the end of the current contract. Due to the long delivery time for new buses that are envisaged as part of the procurement the contract will need to be awarded in Spring 2016.
6. To ensure that the most effective solutions for the service are presented to members for consideration a comprehensive review of the existing operation and potential amendments has been undertaken. This has included a review of Park and Ride operations around the country, surveying the views of the Park and Ride users, visiting other Park and Ride sites and undertaking pre-procurement engagement with potential suppliers of the Park and Ride service.

Park and Ride Review

7. A comprehensive study concerning how the value of York's Park & Ride network might be maximised and sustained was undertaken by the Council's Sustainable Transport Manager over a six month period from September 2014 – February 2015.
8. The study contained two elements
 - Surveys of York Park and Ride users; and
 - Interviews undertaken with representatives from local authority bodies and bus operators commissioning and operating Park and Ride services elsewhere in England.
9. The general conclusion resulting from the study was that performance of the Park & Ride was good and that the services

were well used. However there was a view that to further enhance the sustainable operation of the service, continued consideration needed to be given to:

- The relationship between the cost of city centre parking and the Park & Ride service;
- The operating hours of both the Park & Ride sites and bus services;
- The importance of key elements of the Park & Ride service, which could be deemed as 'optional extras', but were actually deemed very important by users (e.g. CCTV and toilet facilities at the Park & Ride car parks)

A summary of the results and conclusions of the study can be found at Appendix B to this report.

Existing Contract Arrangements

10. The current contract is based upon the operator running the Park and Ride service as a registered local bus service on a commercial basis, paying the council a licence fee for access to the Park and Ride sites. The principal elements of the 2009 contract specification can be found at Annex C to this report. During this contract period a number of changes to the service have been introduced by the Council / Operator including:
 - A waiting room and supervisors' office has been provided at the Designer Outlet – along with a supervisor until 13:30 every day
 - Extended operating hours at Monks Cross Park and Ride site
 - Completion and opening of a 1,100 space Park and Ride site at Askham Bar to replace the previous 540 space site
 - Completion and opening of a 600 space Park and Ride site at Poppleton Bar and accompanying, dedicated, service
 - Introduction of electric vehicles on the Monks Cross & Poppleton Bar routes

Future Operation

11. The future operation of the Park and Ride service depends on the delivery of the vision the council has for the service, the consequences of external pressures and the way the new contract is prepared.

12. The transport vision for York set out in the Council's third Local Transport Plan is for a City where traffic will be less congested and there will be cleaner air. The Park and Ride operation is a key element of the Council's strategy to reduce car traffic within the city centre and improve air quality. The service already successfully removes over 1 million cars per year from the city centre.
13. There are a number of pressures which will affect the patronage of the Park and Ride service in the future, irrespective of the option chosen for the new contract. These include the capacity of the existing Park and Ride car parks, quantity, control and charging rates for city centre parking, condition of the site facilities and traffic congestion levels.
14. Park and Ride is a key component of transport policy for a number of towns and cities across the UK. The service is particularly successful in York because the sites intercept traffic on all of the main (A) roads into the City, a high quality service is provided and the alternative (e.g. congestion, location and cost of parking in the city centre) is perceived to be sufficiently unattractive.
15. One of the findings of the Park and Ride study was that a consistent, legible, attractive branding and offer (particularly in terms of pricing) makes the Park and Ride usable for those people who would otherwise drive into the city centre stating that Park and Ride was just 'too difficult'.

Consultation

16. In preparation for the proposed procurement process, consultation has been held with the Procurement, Legal, Financial, Property and Transport and Air Quality departments to ensure that the proposals are aligned to corporate policy and priorities.
17. The views of Park and Ride customers have been sought through a customer satisfaction survey carried out in December 2014 - January 2015 to determine the views of the existing users. In addition to the compilation of a range of views, the survey revealed that 98% of Park and Ride users stated that they were either satisfied or very satisfied with the Park and Ride service they used.
18. The views of representatives from 'Visit York' were sought in February 2015. In addition, pre-procurement supplier engagement sessions have been undertaken with six potential suppliers to assist the Council in devising the contract and understanding what the potential barriers to market entry would be.

Options

19. There are a number of options and issues relating to the way the service could be operated which are independent of the contract arrangement chosen. The options have been split into four main headings: operational issues, operating methodology options, council/operator split options and specification options.

Operational Issues

20. There are a small number of issues which will be included within the contract which should be noted but have limited option for adjustment. These include interconnecting tickets, registration & competition constraints and TUPE issues.

Operating Methodology Options

21. There are a number of fundamental changes to the operation of the service which could be considered. These include contracting each route separately, charging for car parking at Park and Ride sites, changing to cross-city routes, concessionary fare charges and removal of intermediate stops. However following a review of the service and other Park and Ride operations across the country it is proposed to leave the routing, concessionary fare charges and car park charging policy as the existing operation.
22. It is proposed to provide a more express Park & Ride service on the Designer Outlet route by removing most of the intermediate Park & Ride stops on Fulford Road. Fulford Road has a number of alternative, frequent, commercial services which provide a frequency of at least six buses per hour in the weekday daytimes. The removal of these stops will increase the attractiveness of the Park & Ride service, reducing the journey time in to the City Centre at most times of day. It is envisaged that there will be at least three intermediate stops remaining, one to serve Fulford Village, one in close proximity to Fulford Barracks and a third in proximity to the Fishergate gyratory / Barbican Centre.
23. The council has an established reputation for working towards the improvement of air quality in York. In addition to the identification of a number of Air Quality Management areas, the council has also produced a Low Emission Strategy for the City and a third Air Quality Action Plan (AQAP3) was adopted in 2014. Subject to the economic viability of such action, AQAP3 proposed the implementation of a 'Clean Air Zone' for the city centre in which 80% of the local bus mileage will be undertaken using ultra low emission buses. This would necessitate the adoption of ultra low

emission buses (powered by non-Diesel technologies) on a majority of bus routes, including all of the Park & Ride services.

24. Twelve fully electric buses are currently used on York's Park & Ride network. Funding opportunities are potentially available from Government which could assist with the additional Capital cost of moving to a fully electric Park & Ride service, subject to a successful bid. More information is provided both at paragraph 32 below.
25. More detailed analysis of the proposed specification is included at Annex D to this report.

CYC-Operator Split Options

26. There are a number of options for the development of the Park and Ride operation which are independent of the type of contract pursued. The split of responsibility for elements of the service needs to be clear before the service can be tendered. The following items could be the responsibility of the Council, the operator or shared: maintenance, supervision, utility costs, business rates, technology, advertising/sponsorship, marketing and route branding. It is considered that the current split of responsibilities, with the operator responsible for the majority of routine items such as supervision and the council responsible for strategic items (e.g. structural repairs) generally works well. Initial contact with the Market also suggests that changes are not warranted. It is therefore not proposed to make any changes to the current split between the contractor and council responsibilities.

Specification Options

27. The specification for the service will be critical in determining the quality of the operation and its commercial viability. If the level of service specified is too high then there is a risk that the operation will need to be subsidised by the council. It is proposed that the following main items will need to be included in the tender: fares, vehicle quality, frequency, operating hours, performance, monitoring and customer care.

Core and Optional Requirements

28. The results of the customer survey and increases in the patronage suggest that the Park and Ride service operates well. However there are underlying operational and quality issues to address within the new contract. The new contract will ensure that the most appropriate party is responsible for each area of the service. Further, pre-procurement supplier engagement has identified that a number of suppliers would anticipate a degree of flexibility in

service specification requirements if they were required to bear the revenue risk on the service. It is proposed to specify an acceptable minimum standard of service for the operation allowing the operator flexibility to enhance the quality of the service to build patronage.

29. In principle higher standard specifications within the contract, relating to vehicle type, frequencies, operating hours, supervision etc. or additional restrictions on fares, will mean a lower income likely to be received by the Council. At enhanced specification levels it is possible that the service would become subsidised by the Council as the revenue generated would not be sufficient to cover the additional costs. The revenue value of the operation to the Council will be the result of a balance between fares, specification and income.
30. To provide flexibility and ensure that the prices received for the concession are within the anticipated budget it is proposed to issue a core specification for the potential suppliers to price and a list of optional enhanced requirements which may be included if affordable. More detail of the specification proposal is included in Annex D. The core specification will represent a similar level of service to the existing operation.

Summary of Core Spec –Proposed.

Fares - £2.80 Base Fare – Index linked.

Hours of Operation – Generally 7:00 am – 8:00pm (Askham Bar Start 6:00am – Monks Cross Finish 9:00pm)

Frequency – Generally 10 minute frequency or better (15 min frequency for first and last hour)

Vehicle Type – New buses to be supplied at contract commencement.

Stops – No change to stop locations in city centre. Reduction of intermediate stops on Fulford Road route (Para 22).

Supervision – At all times when sites are currently operational, to include an enhancement to full time supervision at the Designer Outlet.

Car park capacity – As at present but with one exception. Subject to the successful completion of the Monks Cross Stadium where, on match days, Park & Ride parking capacity will be reduced to accommodate club season ticket holders.

Summary of Enhanced Specification items

31. Ultra Low Emission (ULE) Vehicles – The council will bid to the Government's Low Emission Bus Scheme to support the purchase of ULE vehicles to be operated on the P&R service. If the council is successful in securing funding, it intends to make the grant funding available to the preferred operator of the Park and Ride. The bid can include up to 75% of the cost of any supporting infrastructure required. The council would need to identify funding for the additional 25% required. Bidders for the Park and Ride contract will be asked to provide prices for the provision of Ultra Low Emission Vehicles. Members will then be asked to decide which standard of bus best meets the council's requirements.
32. Overnight parking at one or more Park and Ride sites - the operator will facilitate overnight parking at one of the Park and Ride sites. Capital investment may be required by the council to ensure that the level of security at the site is sufficiently robust and any charging infrastructure is provided.
33. Late evening operation at one or more Park and Ride sites – the operator will provide a bus service between the Park and Ride site until later in the evening than the current finishing time (approximately 8.30pm).

Contract Options

34. The aim of the new contract is to improve the quality of the service, encourage patronage growth and ensure that the Council receives the best return on its capital outlay at the sites. The proposed contract should create an environment where appropriate incentives and penalties encourage the operator to deliver the best possible service. It is proposed to specify a contract duration of 8 years with a potential 1 year deduction if performance does not meet the required standard.
35. Three main options have been investigated.
 1. Provision of services on a commercial basis with a fixed licence fee paid to the Council to secure access rights to the Park and Ride sites;
 2. Continuation of the present system that has a fixed licence fee with revenue sharing between the Council and the operator dependent on variations in patronage;

3. A contractual arrangement under which the council would take the revenue risk (and income) with the operator providing the specified service at a fixed price.

Contract Options Analysis

Option 1

36. Option 1 is likely to provide a guaranteed income but does not enable the council to benefit from patronage increases. The quality of the service could be enhanced by introducing an improved specification, performance monitoring and enforcement regime including appropriate penalties. A minimum licence fee could be specified within the contract but the lack of benefit from increased patronage means that this option is not recommended.

Option 2 (Recommended)

37. With Option 2 it is anticipated that there would be a guaranteed income to the council, with an opportunity for more revenue if the number of users increased. Suppliers will be asked what level of licence fee they propose to offer to the Council. Should passenger numbers exceed those estimated at the Contract start date, then there would be a proportionate increase in the licence fee to the Council. If, conversely, passenger numbers did not reach those estimated at the Contract start date, then the Council would receive a proportionately lower income to a guaranteed minimum level. The contract will need to identify the consequences of significant passenger number reductions.
38. The operator would have an incentive to increase the patronage as only a proportion of the increased revenue would be given to the Council. This option would be the simplest to tender and operate and is therefore recommended.

Option 3

39. Option 3 does not provide an incentive for the operator to increase patronage and provides risk transfer only for vehicle operations as the council would take all of the revenue and pay a fixed fee for the operation of the service. This may discourage the operator from 'owning' the service and introducing innovation to encourage patronage growth. The specification would need to be very detailed to allow the supplier to accurately price the service. A rigid specification would allow only minor changes without the council incurring additional costs. There could be complications with distributing the revenue income generated from multi-operator or

network-wide operator tickets if the existing supplier was successful.

40. It is possible that Option 3 would provide the maximum income to the council but there would be a substantial financial risk if patronage fell or the revenue did not keep pace with cost increases. This may mean that the council would need to increase fares or adjust the specification to ensure the service did not become subsidised. One of the reasons that the service is commercial is that there are a significant number (up to 20%) of non-Park and Ride and integrated ticket users. There is a risk that the total patronage levels may fall if there is competition for the non-Park and Ride passengers. Legal advice suggests that the council is not legally permitted to set the non-Park and Ride fares but would have to set them at comparable levels to the existing commercial operations in the area. There would be competition issues to address if all of the revenue accrued to the council. This option is therefore not recommended.

Procurement

41. For the new Park & Ride contract a European procurement route will be followed. It is proposed to evaluate the tenders using a Most Economically Advantageous Tender model which would allow cost and quality to be assessed. The details of evaluation model will be agreed with the Corporate Procurement Team and will not exceed a quality to cost ratio of 60/40 in accordance with the financial regulations.

Procurement Programme

42. Owing to the required mobilisation periods for vehicle purchase a contract for the new service would need to be confirmed in Spring 2016 to allow for the service to commence in February 2017.
43. Subject to final approval from the Corporate Procurement Team the following activities will be progressed over the next few months:
 - i.* May-June 2015: Informal supplier engagement to establish the level of interest and enable the proposed specification to be refined to ensure a high level of competition. This has taken place and precedes any formal procurement process.
 - ii.* September 2015: Following Executive approval to procure, issue a Prior Information Notice (PIN) to advise potential suppliers not involved in the informal supplier engagement of the impending Invitation To Tender (ITT).

- iii.* November 2015: OJEU Notice with ITT
- iv.* February-March 2016: Evaluation of ITT and commencement of standstill period
- v.* March-April 2016: Contract Award

Corporate Priorities

44. The Park and Ride service is a key element of the Council's transport strategy set down in the Local Transport Plan. In addition it supports the council's strategy to increase the use of public and environmentally friendly modes of transport.

Implications

45. The provision of a successful and efficient Park and Ride service is essential for the continued prosperity of the city and the desire to reduce congestion and improve air quality in the city centre. There are implications across a wide range of areas both within the council and externally.
46. **Financial Implications** The current Park & Ride contract provides a significant income of approx. £750k per year to the council. There is a significant concern that this income may be difficult to achieve with the new contract at a reasonable fare. The key pressures on the anticipated income are the incorporation of the additional site at Poppleton Bar, which is taking time to become established, and the level of competition from operators willing to bid for the service. There are a number of financial issues which need to be considered.
- i.* The income anticipated to be received by the council from the Park and Ride contract is dependent on the level of fares set, quality of specification (principally vehicles and frequency) and competition from city centre car parking (charges and capacity). The impact on the operation of the Park & Ride service (and income to the Council) will need to be considered if any changes are proposed to the operation of the council's car parks within the city.
 - ii.* It is proposed to include a number of options within the contract to enable a decision to be taken on the quality of service and income level to be achieved. The consequences of the inclusion of any enhanced specification items will undergo detailed consideration with the finance and procurement teams and would be included in the tender evaluation model.

- iii.* It is anticipated that if passenger numbers continue to rise the council will receive additional income from the Park and Ride service dependent on the reimbursement levels agreed in the contract.
 - iv.* In order to demonstrate the Councils ongoing commitment to the infrastructure of the Park and Ride sites it is proposed that a commitment will also be made through the Local Transport Plan capital settlement to Park and Ride maintenance and investment as part of the annual Capital Programme throughout the Contract period. Depending on the success of the grant bid for electric vehicles capital investment from the Council may be required for charging infrastructure at the sites. If absolute commitments were determined to be necessary the details and costs of the commitments would be reported to Members as part of the Members approval of the contract.
47. **Human Resources (HR)** There are no Human Resource Implications for staff employed by the council. It is however likely that if a new operator won the contract staff employed by First would be eligible for transfer to the new supplier under the TUPE Regulations.
48. **Equalities** There are considered to be no equalities implications if the concessionary fares provision is maintained as the existing arrangement. The Park & Ride operations will be compliant with all current Equalities legislation.
49. **Legal** Legal advice has been provided identifying the procurement, contractual and competition issues which need to be addressed. Ongoing legal support will be taken throughout the procurement process.
50. **Crime and Disorder** There are no crime and disorder implications.
51. **Information Technology (IT)** There are no IT implications. The supply of additional equipment to enable the provision of real time information will be included as part of the extension of the existing Real Time Passenger Information contract. Improvements to the interface with smart ticketing such as online payments will be developed during the contract period.
52. **Property** Leases will be need to be prepared between the Operator and the Council for each of the sites.
53. **Other** None.

Risk Management

54. In compliance with the Councils risk management strategy the main risks that have been identified in this report are those which could lead to financial loss, non-compliance with legislation, damage to the Council's image and reputation and failure to meet stakeholders' expectations. However measured in terms of impact and likelihood, the risk score all risks has been assessed at less than 16. This means that at this point the risks need only to be monitored as they do not provide a real threat to the achievement of the objectives of this report.
55. The main risks are related to the level of revenue anticipated which is dependent on patronage levels. As detailed above the financial risk is also dependent on the method of contracting the service. The recommended option includes the lowest risk of reduced income and also provides an opportunity for increased revenue. There is a risk that the users of the service will experience a reduction of flexibility in their travel options if the existing supplier is not successful.

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Date 09.09.15

Specialist Implications Officer(s) *List information for all*

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



For further information please contact the author of the report

Background Papers: None

Annexes

Annex A Background to the Park & Ride Operation

Annex B 2014/2015 Park & Ride Study

Annex C 2008 Specification

Annex D Specification Options

Annex A – Background to the York Park and Ride operation

1. First York has been contracted to provide the park and ride service for the city since 1995. Contracts for the park and ride operation were tendered in 1995, 2000 and 2007. Following award of contract in July 2008 the current operation commenced in February 2009. The existing 5 year contract was extended for a further three years, as per the provisions of the initial Invitation to Tender, in 2014. This extension included the new Poppleton Bar P&R service which commenced operation in June 2014.
2. Procurement and Legal advice was sought in 2011 concerning the extension of the P&R agreement with First York. The advice given was that, in line with legislation laid out in the Local Transport Act 2008, a contract of this nature could only be let for a maximum period of 8 years. To meet the Council's own financial regulations and to ensure best value and transparency the contract should be tendered in accordance with EU procurement legislation.
3. To ensure that the most effective solutions for the service are presented to members for consideration a comprehensive review of the existing operation has been undertaken. This has included a review of park and ride operations around the country, surveying the views of the park and ride users, visiting other park and ride sites and undertaking pre-procurement engagement with potential suppliers of the P&R service. The review process has highlighted a number of issues which require consideration including anticipated developments which might occur during the life of the next contract.
4. The Council has operated one of the country's most successful Park and Ride services for over 20 years. The service currently operates from six sites around the city's ring road providing just under 5,000 parking spaces. All sites operate 7 days a week (at least 7:00am to 8:00pm weekdays) with a standard 10 minute frequency service and longer opening hours for special events. 36 Park & Ride liveried single deck buses (including 15 articulated vehicles and 11 fully electric buses) are currently used to provide the service throughout the week. These are supplemented by additional buses at weekends and other peak periods. A carrying capacity of over 2700 passengers per hour is provided at peak times. Five of the sites are staffed throughout the day, with the Designer Outlet staffed in the mornings only to provide assistance to customers. The supervisors also provide assistance to ensure the successful operation of the electric bus fleet.
5. Patronage has grown every year since the start of the service with Park and Ride Ticket sales rising from approximately 500,000 per year in 1995 to 1 million in 2000. Subsequently ticket sales have increased more rapidly to 3 million by the end of 2006. The number of people using the park and ride service buses, including intermediate stops and trips from the city centre has risen even more substantially with the total number of passenger boardings increasing to over 4.5 million in 2014/15.
6. Ninety percent of passengers using used First Day tickets providing access to other First services across the city. XXX% of passengers purchased single tickets. The number of journeys made with elderly or disabled bus passes

represents approximately 10% of all trips and have declined in recent times. This is considered to be a result of resistance to the fare levied for concessionary pass use from the Park & Ride sites (currently £1).

Table 1 - Annual Park and Ride Ticket Sales

	2011/12(*)	2014/15	% change
Askham Bar	857,683	874,838	+2
Grimston Bar	722,464	673,191	-6.8
Rawcliffe Bar	1,020,677	934,280	-8.5
Monks Cross	790,849	838,308	+6
Designer Outlet	913,863	948,489	+3.8
Poppleton Bar	n/a	242,085 (9.5mths)	<u>n/a</u>
Total	4,305,536	4,511,191	+2.5

(*) 2011/12 is used as the baseline in Table 1 (above) as it marked the commencement of the Council's third Local Transport Plan.

7. In accordance with the agreement with First the fares have increased from £2.30 per adult for a return journey in 2009 to a current level of £2.80.
8. The Council receives a licence fee from First for the right to operate the service; the fee has increased annually in line with the Retail Price Index. The operator is responsible for the provision of supervision, payment of business rates, routine maintenance and utility charges.
9. The Poppleton Bar service, which commenced in June 2014, is operated on a 'risk and reward' basis, meaning that depending on whether the number of passengers carried exceeds or falls short of the level anticipated in the initial business case, the Council either makes a payment to or receives a payment from First.
10. The operator retains all fare revenue from the service. The Council has a revenue budget of £20k in 2015/16 for operational items not included within the contract, such as repairs of plant and equipment and sewerage / drainage costs.

Annex B - Park and Ride Review

1. A comprehensive study concerning how the value of York's Park & Ride network might be maximised and sustained was undertaken by the Council's Sustainable Transport Manager over a six month period from September 2014 – February 2015. The study sought to answer two key questions
 - a) How the York P&R will deliver the best possible service for potential and existing customers; and
 - b) How (the York) P&R should be operated over the years to come so that it is self financing and not a burden to the taxpayer.
2. The study contained two elements
 - surveys of York P&R and non-P&R users; and
 - interviews undertaken with representatives from local authority bodies operating P&R's elsewhere in England.
3. The general conclusion resulting from the study was that performance of the Park & Ride was good and that the services were well used. However there was a view that to further enhance the sustainable operation of the service, continued consideration needed to be given to
 - the relationship between the cost of city centre parking and the Park & Ride service;
 - the operating hours of both the Park & Ride sites and bus services ;
 - the importance of key elements of the Park & Ride service, which could be deemed as 'optional extras', but were actually deemed very important by users (e.g. CCTV and toilet facilities at the Park & Ride car parks;

Park and Ride User Survey

4. 600 surveys were issued on board buses on all six of the York P&R routes. 507 completed surveys were returned. The surveys were undertaken on weekdays in December and January 2014/15. Every passenger on board the buses surveyed was given the opportunity to participate in the survey. To avoid seeing the same people twice, no journey on any given route was surveyed more than once and the completed surveys were gathered from a range of days and times. Surveys were distributed until a minimum of 50 completed surveys had been collected for each site/ route.
5. Surveys were completed by passengers boarding at the P&R sites, at intermediate stops on the way into / out of York and from stops in York city centre. Surveys were completed on every P&R route to establish which findings were applicable across the P&R network as a whole and which findings only related to specific P&R sites or P&R bus services.

6. The following headline information came out of the Park and Ride user survey (Previous survey in 2007 in brackets):
- i.* 98(86)% of travellers were either very satisfied or satisfied with the the Park & Ride service they used with the remaining 2% stating that they were neither satisfied nor dissatisfied with the quality of the service..
 - ii.* 40(32)% of park and ride users commenced their journey from within the City of York Council area with Monks Cross attracting a greater proportion of local users (60%)..
 - iii.* 70(60)% of respondents indicated that convenience was the main reason they used the service while 44% stated that used the service because of the cost of city centre car parking.
 - iv.* Of those who had boarded at the P&R sites, 91% of those surveyed had either driven or had been a passenger in car that had parked at the site. The remainder had walked (8%) or cycled (1%).
 - v.* 55(43)% of all survey respondents were travelling alone although this increased to over 85% for journeys made before 0900 and then dropped throughout the morning to a low of 33% for surveys undertaking in the 1130-1200 window..
 - vi.* The primary purpose of 52 (49)%% of passengers was to travel to the city centre for a shopping or leisure activity. 42(40)% of passengers were travelling to work. The remaining 8% of passengers were using the service to access education.
 - vii.* 6% of travellers were using the service for the first time and 47% used it more than twice a week.
 - viii.* 82 (87)% of passengers stated a preference for articulated (bendy) single deck buses if capacity had to be increased (rather than double-deck buses).
 - ix.* When asked, 36% of passengers considered later P&R bus services to be very important, with 24% citing this as the most significant improvement which could be made to the service.

Review of Other Park and Ride Operations

7. A review of six other English park and ride operations indicates that York has one of the largest and most successful park and ride operations.
8. The review identified four specific areas for consideration which are summarised here.

Structure of tendering model

9. All of the local authorities benchmarked in this review had a single operator for their Park & Ride network. The exception being Norfolk, who currently have two bus operators. Following a recent tendering exercise, however, they too are moving to a single supplier.
10. Five of the six local authorities had undertaken a tendering exercise to secure their Park & Ride operator. The exception was Oxford, whose Park & Ride is operated on an entirely 'commercial' basis, without the existence of any contract. This means that, although the councils involved do not pay for their Park & Ride service, they do not receive any income from the operator either.
11. Subsidy is currently paid to Park & Ride operators in four of the six operating areas. The exceptions, in common with York, were Oxford and Bath where either no subsidy was paid, or payment was made to the local authority by the operator.

Ticketing

12. The majority of park and ride services make a charge for bus travel. Of the Park & Ride operating areas benchmarked, only Oxford / Oxfordshire made a charge for parking in addition to the fare collected on the bus. Although not forming part of the study, Cambridgeshire has recently introduced charged for parking (in addition to the bus fare). This is widely reported to have had a negative impact on passenger numbers. Norfolk used to charge for parking but have moved to a pay-on-bus arrangement.
13. Bath and Chester both expressed the view that the Park & Ride user being required to pay twice was both cumbersome and could have a negative impact on patronage.
14. In York, a single fare is levied per-passenger although up to two children may travel for free with a fare-paying adult. In 2013, First introduced a network-wide (off-peak) commercial ticket entitling any four persons to travel for the price of two adults. Other Park & Ride operations allow a discount for groups of passengers, for instance Nottingham. Care must be given, however, to the impact that such discounting would have on the viability of the Park & Ride.

'Green' Buses

15. In the past 18 months, First has introduced fully electric buses on to both Poppleton Bar and Monks Cross Park & Ride services. The technology is comparatively in its infancy. The business case, however, is built on the fact that the lower cost of powering the vehicle over the life of the vehicle will easily outweigh the additional capital investment required to purchase the electric vehicles.
16. Of the benchmarked local authorities, Reading and Nottingham either already have, or will shortly have, fully electric or compressed natural gas (CNG) buses providing their Park & Ride services. Oxfordshire and Bath both use diesel-

electric hybrid vehicles and Norfolk and Chester both use diesel buses. In spite of the potential operating savings for the operator resulting from the use of fully electric or CNG buses, a number of commissioning local authorities were hesitant to specify either type in their tenders for fear that the cost would make the whole operation prohibitively expensive. In common with York's electric bus fleet, central Government grant funding has been crucial to the delivery of low emission vehicles in the benchmarked P&R towns and cities and will continue to be so for the foreseeable future.

Evening services / overnight parking

17. The benchmarking exercise with other P&R operating areas did not identify a consistent offer concerning the provision either of evening services or overnight parking. Oxford, however, operated P&R services late into the evening and permitted overnight parking and Bath targeted enhanced evening (or indeed early morning) services during key events or festivals.
18. Analysis of the data gathered from the York P&R user and general travel surveys suggests a significant potential demand for later evening P&R bus services. Although attractive, the business case for introducing later services would require detailed consideration and York does, already, provide enhanced evening services for certain events (e.g. for the Christmas period and during the 'Illuminating York' festival).
19. If later evening services are not possible to introduce at this stage, it may be that following Bath's model of relaxing the restrictions on evening parking and allowing people to return to the sites by taxi or, if applicable, later evening bus services running nearby, would be an alternative first step. Such a move would require changes to the existing operational arrangements.
20. In terms of overnight parking, there are two factors which need to be considered. The P&R user surveys identified that overnight parking would be a welcome addition. This view was held more strongly by users of some sites than by others. To this end, any move to implement overnight parking should be targeted at specific sites rather than network-wide. Good publicity and signage would be required to ensure that P&R users are clear as to which sites offer overnight parking and what responsibility (if any) would be taken for cars left in the sites overnight. Secondly, consideration must be given to whether or not a parking charge will be introduced at the sites.
21. The evidence from the benchmarking studies suggests that retaining a single charge enhances the attractiveness and simplicity of the P&R offer. To this end, it would seem desirable to maintain free parking for the daytime period. Consideration would need, therefore, to be given to the level of control over parking overnight that is required. Unfettered night-time parking could result in vehicles being left in the site, taking up spaces, for days if not weeks at a time. If York were to allow overnight parking at some or all of its sites, it would appear necessary to charge to protect against misuse.

Conclusion - simplicity for the Park and Ride user

22. York benefits from having a comparatively easy to use Park & Ride service. Identified across the benchmarking exercise was that where Park & Ride was confusing or difficult to use, its economic viability would be hampered. In addition to the complexity of having to pay twice for the service, specific examples of unclear customer practice arising from the review of other operating areas included.
- A lack of at-stop timetable information advising, amongst other things, of the time of the last bus.
 - Buses leaving from stops on different sides of a road from a P&R site, both heading to the urban centre but with no information advising at which stop the next bus would arrive.
 - Buses with the same route number travelling to different P&R sites
 - P&R users not being able to get their cars out of the P&R site without having to pay a significant charge if they had missed the last bus.
23. In Summary, irrespective of any additional measures introduced to enhance the potential viability of the service, the continued success of the Park and Ride in York is dependent on its continued simplicity and convenience for the user.

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CITY OF
YORK
COUNCIL

ANNEX C

Provision of the Park & Ride Service

Schedule 1

SPECIFICATION

PARK & RIDE SERVICE SPECIFICATION**CONTENTS**

1. <u>GENERAL</u>	
2. <u>ROUTES</u>	
3. <u>OPENING HOURS</u>	
4. <u>CAPACITY</u>	
5. <u>FARES</u>	
6. <u>TICKETING</u>	
7. <u>VEHICLES</u>	
8. <u>BUS LOCATION AND INFORMATION SUB-SYSTEM (BLISS)</u>	
9. <u>MANAGEMENT OF SERVICE</u>	
10. <u>CUSTOMER CARE</u>	
11. <u>MAINTENANCE</u>	
12. <u>CLEANING</u>	
13. <u>MONITORING</u>	
14. <u>PERFORMANCE INDICATORS</u>	
15. <u>MARKETING</u>	
<u>ANNEXES</u>	
Annex 1 Route Plans	
Annex 2 Site Plans	
Annex 3 Site Details	
Annex 4 Route Details and Bus Stops	
Annex 5 Route Capacities	
Annex 6 BLISS	
Annex 7 Grounds Maintenance	
Annex 8 Toilet Cleaning	
Annex 9 Performance Monitoring	
Annex 10 Payments Summary	

PARK & RIDE SPECIFICATION

1 GENERAL

The following Specification includes the core requirements for the service and optional enhancements which may be instructed and included during the contract period if required. It is the objective of the Council as part of the Local Transport Plan strategy to continue the sustained growth in the number of Park & Ride users. The operator and Council shall work together to achieve a minimum target of a 5% annual increase in Park & Ride user numbers.

The main objective of the Park & Ride service is to reduce congestion in the city centre. This is principally achieved by encouraging motorists to park at the Park & Ride sites and make use of the high quality and frequency bus service. Users may also cycle, walk or be dropped off at the sites and use the bus service. In addition some users of the car parks may park and cycle into the city centre. The bus operator shall promote all of these options when marketing the service and not hinder any user of the Park & Ride sites who wishes to cycle or walk to or from the sites. At Monks Cross validation of the car park tokens will be required free of charge for users who park and then cycle to the city centre from the site.

2 ROUTES

The operator shall be responsible for providing the bus service and managing the sites for all of the five Park & Ride services provided by the council. See Route Plans in Specification Annex 1. The operator shall be responsible for (including payment of any fees) the registration, amendment and deregistration of the routes with the Traffic Commissioner.

2.1 ROUTES

	Number	Colour
Askham Bar	3	White Line
Grimston Bar	8	Yellow Line
Rawcliffe Bar	2	Green Line
Designer Line	7	Red Line
Monks Cross	9	Silver Line

2.2 NOMINAL ROUTES

The nominal routes for the Park & Ride service are shown below. Detailed Routes are indicated in Specification Annex 4.

2.2.1 Askham Bar

Askham Bar Park & Ride site to City Centre and return to Askham Bar Park & Ride site.

2.2.2 Grimston Bar

Grimston Bar Park & Ride site to City Centre via Foss Islands Development Link and return to Grimston Bar Park & Ride site via Walmgate.

PARK & RIDE SPECIFICATION

2.2.3 Rawcliffe Bar

Rawcliffe Bar Park & Ride site to City Centre via National Railway Museum and return to Rawcliffe Bar Park & Ride site via Bootham.

2.2.4 Designer Outlet

Designer Outlet Park & Ride site (via Naburn Lane) to City Centre and return to Designer Outlet Park & Ride site via St. Nicholas Way.

2.2.5 Monks Cross

Monks Cross Park & Ride site to City Centre (Loop around Shopping Centre and Monks Cross Drive Monday to Saturday only) and return to Monks Cross Park & Ride site.

2.3 ROUTE BUS STOPS

The list of bus stops which are to be used by the Park & Ride services are indicated in Annex 4. The bus stops are generally as already operated except on the Designer Outlet route where the number is reduced. As an option the operator may be instructed to provide a service which includes all of the current intermediate bus stops on the Designer Outlet route.

2.4 ADDITIONAL MILEAGE

The operator shall allow in his contract price for any additional mileage costs incurred due to roadworks and/or diversions due to other interruptions.

3 OPENING HOURS

The operator shall be responsible for operating the service from the sites in accordance with the following schedule which shows the times of the first bus from the Park & Ride site and the time of departure of the last bus from the city centre (from furthest stop away from Park & Ride site e.g. Tower Street on Askham Bar Route). The sites shall be opened and manned by the supervisor from 15 minutes before the first bus to 15 minutes after the arrival of the last bus from the city centre. The supervisor shall lock and leave the sites at 20:30 Monday – Saturday and 18:30 on Sundays provided the last bus has arrived and all passengers have left the site.

PARK & RIDE SPECIFICATION

3.1 NOMINAL OPERATING HOURS

The table below shows the nominal operating time for the Park & Ride service. Times shown are for the departure of the first bus from the Park & Ride site and the time of departure of the last bus from the city centre to the Park & Ride site. The last bus from the Park & Ride site to the city centre shall not leave more than 15 minutes before the end of the nominal operating time. The sites shall be opened and manned by the supervisor from 15 minutes before the first bus from the site to 15 minutes after the arrival of the last bus from the city centre.

	Askham Bar	Grimston Bar	Rawcliffe Bar	Designer Outlet	Monks Cross
<u>CORE REQUIREMENTS</u>					
Monday to Saturday	06:00 to 20:00	07:00 to 20:00	07:00 to 20:00	07:00 to 20:00	07:00 to 20:00
Note: Last bus from the Designer Outlet on Thursdays for late night shopping shall leave at 20:20 (21:30 Christmas Period)					
Sunday	09:30 to 18:00	09:30 to 18:00	09:30 to 18:00	09:30 to 18:00	09:30 to 18:00
Late Night Shopping Days (one day per week for 4 weeks up to Christmas)	06:00 to 21:30	07:00 to 21:30	07:00 to 21:30	07:00 to 21:30	07:00 to 21:30
Designer Outlet Late Night Shopping (Monday to Saturday - 4 weeks up to Christmas)				07:00 to 21:30 (Sat 20:00)	
Christmas Eve and New Years Eve (except Sunday)	06:00 to 18:00	07:00 to 18:00	07:00 to 18:00	07:00 to 18:00	07:00 to 18:00
Christmas Day	No Service	No Service	No Service	No Service	No Service
Boxing Day	No Service	No Service	No Service	No Service	No Service
New Years Day	No Service	No Service	No Service	No Service	No Service
Special Events	By Agreement	By Agreement	By Agreement	By Agreement	By Agreement

4 CAPACITY

4.1 FREQUENCY

The maximum time between buses departing from the Park & Ride sites and city centre stops for all services shall be as shown in the table below. The actual frequency required to achieve the specified route capacity may be greater than the minimum indicated. The service shall be marketed as a 'frequent service'.

Minimum Frequency (Weekday)				
	Monday to Friday			
Route	Before 7:00	07:00 to 19:00	After 19:00 except late night shopping	Late Night Shopping (All sites inc. Designer Outlet)
Askham Bar	15 Minutes	10 Minutes	15 Minutes	10 Minutes
Grimston Bar		10 Minutes	15 Minutes	10 Minutes
Rawcliffe Bar		10 Minutes	15 Minutes	10 Minutes
Designer Line		10 Minutes	15 Minutes	10 Minutes
Monks Cross		10 Minutes	15 Minutes	10 Minutes

Minimum Frequency (Weekend)				
	Saturday			Sunday
Route	Before 08:30	08:30 to 19:00	After 19:00	All Day
Askham Bar	15 Minutes	10 Minutes	15 Minutes	10 Minutes
Grimston Bar	15 Minutes	10 Minutes	15 Minutes	10 Minutes
Rawcliffe Bar	15 Minutes	10 Minutes	15 Minutes	10 Minutes
Designer Line	15 Minutes	10 Minutes	15 Minutes	10 Minutes
Monks Cross	15 Minutes	10 Minutes	15 Minutes	10 Minutes

4.2 MINIMUM CAPACITY

Minimum capacities are specified in Annex 5 of the Specification for each route for the following periods:

- Monday to Friday (term time)
- Monday to Friday (holiday)
- Saturdays
- Peak Saturdays
- Sundays

The vehicle capacities used by the operator for the preparation of timetables shall not exceed whichever is the lower of the licensed capacity of the vehicle or the seated capacity multiplied by the following factor.

PARK & RIDE SPECIFICATION ANNEX 10

Vehicle Type	Capacity for Timetabling
Double Deckers	1.25 x seated capacity
Rigid Single Deckers	1.33 x seated capacity
Articulated Single Deckers	1.50 x seated capacity

The operator shall provide a service which meets or exceeds the capacities indicated in Annex 5.

4.3 CIRCULATION TIME

For preparation of timetables and the provision of the service the operator shall use the following minimum circulation times for each route. The operator may request that the nominal circulation times are altered to suit actual journey times after the service has been in operation for a minimum of three months. The operator shall provide justification, including actual journey times recorded by the BLISS system, for any adjustment. The Council shall consider the request and will respond within 28 days.

Minimum Circulation Times (including five minutes layover at Park & Ride Sites)					
Route	Mon-Fri		Saturday		Sundays and Off Peak times
	am peak times 08:00 – 10:00	pm peak times 16:00 – 18:00	am peak times 08:00-10:00	pm peak times 16:00 – 18:00	
Askham Bar	45	45	40	45	40
Grimston Bar	40	45	40	45	40
Rawcliffe Bar	50	50	40	45	40
Designer Line	50	55	45	45	40
Monks Cross*	50	50	50	50	50 (40 exc. loop)

*Including loop around Shopping Centre

4.4 TIMETABLES

The operator must provide vehicle resources to ensure that, as far as possible, available seating capacity matches demand at each bus stop throughout the operating day. The objective should be to ensure that if passengers are occasionally left, due to the bus being full, they can be accommodated on the following vehicle. As a minimum the operator shall provide a bus service frequency and capacity to comply with the minimum requirements set out in the specification.

The operator shall make every reasonable effort to operate the service in adverse conditions of snow, ice, fog, flood or any other extraordinary conditions. The final decision to operate or not in these circumstances is left to the judgement of the operator. The operator shall advise the Council as soon as possible of any decision not to operate the service in such extreme circumstances and take all possible steps to advise service users of the suspension of service and the reasons for it.

PARK & RIDE SPECIFICATION ANNEX 10

The timetables and service provided shall comply with the capacity, journey time and frequency requirements of the specification. The service shall be operated such that vehicles shall leave the site at whichever is the earliest of the timetabled time if no queue at any stop, when the next vehicle arrives or when full. Layover of vehicles to meet timetables at peak times shall only occur at the Park & Ride sites.

Separate timetables shall be prepared for each of the following periods.

Period	Duration
Monday to Friday Term-time	All year except holiday period identified below.
Monday to Friday Holiday – Period (timing to match City of York school timetable)	Easter Holidays (2 weeks), Summer Half Term (1 week), Summer Holidays (6 weeks), Autumn Half Term (1 week), Christmas Holidays (3 weeks), Spring Half Term (1 week).
Standard Saturday	All Saturdays in Year except Peak Saturdays identified below
Peak Saturday	Easter Saturday, August Bank Holiday Saturday, St Nicholas Fayre Saturday, 4 Saturdays up to Christmas Day
Sunday	All Sundays through year

4.5 APPROVAL OF TIMETABLES

A minimum of three months prior to the commencement of the service the operator shall submit detailed timetables which comply with the specification requirements for the approval of the Council. The operator shall submit timetables and capacity information which demonstrate that the minimum requirements for capacity, journey time and frequency are met. The information shall include the number and type of vehicles (including number of seats and total capacity) and hourly capacities proposed for each route for each of the specified periods. The information for approval shall include vehicle types and equivalent capacities proposed to be provided per hour in the same format as the specification to allow comparison. The approved timetables shall be used as the baseline to measure the performance of the service.

The operation of the service and excess waiting time information shall be monitored by the operator (and Council) and adjusted timetables, as required (with justification), issued to the Council for approval. The operator shall provide a minimum of 21 days notice of the intention to vary the approved timetables. If approved by the Council as an appropriate response to maintaining customer service standards, the operator and Council will co-operate to implement the variation as soon as possible, subject to the approval of the Traffic Commissioner. All variations shall be approved by the Council prior to submission to the Traffic Commissioner.

PARK & RIDE SPECIFICATION ANNEX 10

4.6 STANDARD SATURDAY SERVICE REQUIREMENTS

For the standard Saturday periods an increased capacity shall be provided. The desire is for all of the Park & Ride vehicles to be to the core specification at all times, however, the following relaxation of the standard specification will be permitted for any additional vehicle required above the weekday requirements:

- Vehicles in the operator's standard livery may be used to provide the additional capacity. Additional identification signage shall be provided at the front, rear and side of the vehicles to clearly show 'Park & Ride', the name of the Park & Ride site, the colour and number of the route.

4.7 PEAK SATURDAY SERVICE REQUIREMENTS

For the busiest Saturdays of the year it is essential that the service operates as efficiently as possible with minimum boarding and circulation times. The following additional resources shall be provided by the operator:

- Off bus ticketing provided by staff with hand-held ticket machines to serve queuing passengers at each site at peak morning periods (9:00 to 12:00).
- Additional vehicles to meet the capacity requirements indicated in the specification. Vehicles must be BLISS enabled (see Section 11) to enable management of the service, provide real-time information for passengers and be capable of operating rising bollards if required.

The desire is for all of the Park & Ride vehicles to be to the core specification at all times, however, the following relaxation of the standard specification will be permitted for any additional vehicle required above the standard Saturday requirement:

- Vehicles in the operator's standard livery may be used to provide the additional capacity. Additional identification signage shall be provided at the front, rear and side of the vehicles to clearly show 'Park & Ride', the name of the Park & Ride site, the colour and number of the route.
- Vehicles must be a minimum of Euro III compliant, be less than five years old and meet the same specification as the main Park & Ride fleet in all other respects.
- Air conditioning is not required.
- Double deckers are permitted on all routes except Rawcliffe Bar.

5 FARES**5.1 PARK & RIDE FARES**

The following fares shall be charged for all passengers who travel from the Park & Ride site to the city centre. The operator shall be responsible for collecting and accounting for all fares.

Standard Return Fare

The standard fare for return travel for adults from the Park & Ride sites shall be agreed at the commencement of the operation of the service. Up to two children (up to and including 15 years old) shall travel free when accompanying an adult (fare paying and concession). Children shall accompany the adult at all times whilst travelling.

Young Children

All children up to and including 5 years old shall travel for free.

Accompanied Children in excess of two per adult (5 to 15 years old inclusive)

Children in excess of two per adult passenger shall be charged at half of the Park & Ride adult fare.

Unaccompanied Children (5 to 15 years old inclusive)

Unaccompanied children shall be charged the standard commercial non-Park & Ride fare for the route determined by the operator (see below).

Unaccompanied Children (up to 16 years old) – YOzone

Children who are not accompanied by an adult and have a valid YOzone card shall pay a fare discounted by comparison with the equivalent fare for a non-YOzone card holder of the same age set by the operator for the YOzone scheme.

Single Fares

Passengers who require a single ticket shall be charged the standard commercial non-Park & Ride fare for the route determined by the operator (see 5.3 below).

5.2 DISCOUNTED FARES

The operator shall provide a smart card based discount fare scheme for regular users of the Park & Ride service. The operator shall extensively market the discounted fare arrangements to encourage passengers to make regular use of the service.

Weekly

The cost of a weekly discounted ticket shall be equivalent to the cost of 4 adult return fares.

Monthly

The cost of a monthly discounted ticket shall be equivalent to the cost of 16 adult return fares.

Annual

The cost of an annual discounted ticket shall be equivalent to the cost of 10 monthly discounted tickets.

Stored Value

The cost of a return ticket using a stored value smartcard shall be 90% of the standard adult return fare (rounded to nearest 5p).

PARK & RIDE SPECIFICATION ANNEX 10

5.3 NON-PARK & RIDE FARES

The operator shall be responsible for setting all other fares including for any passengers who first board at stops other than the Park & Ride car parks e.g. passengers who first alight at intermediate stops including the city centre. Fares shall be set at a level comparable to those offered by operators of other bus services along or in the vicinity of the routes to ensure compliance with the Transport Act and Office of Fair Trading requirements. The operator shall notify the Council in advance of the publication of any revised fare structure.

5.4 CONCESSIONARY FARES

Pending confirmation of the national scheme expected to be in place by April 2008, it shall be assumed that free travel will be provided for all persons eligible for concessionary travel from 9:00am Monday to Friday and all day on weekends and bank holidays. The reimbursement level for the contract will be in accordance with the national and regional scheme. Payment of the concessionary fare reimbursement to the operator shall be in accordance with the North Yorkshire Concessionary Fares Scheme. In advance of submitting an invoice, the operator shall provide details of the number of concessionary travellers and route and the average fare for the service. Following agreement of the concessionary fare information the operator shall submit an invoice to the Council.

5.5 COUNCIL STAFF TICKETS

The Council currently provides free Park & Ride travel for its employees when travelling to work or on Council business. Council employees are issued with smart cards which record the journey. The rate currently paid to the operator is equivalent to the stored value fare rate. It is possible that in future the staff member will also make a contribution to the travel costs. It is anticipated that the Council will wish to enter into an agreement with the operator to provide the travel at a discounted rate.

5.6 COUNCIL MONITORING TICKETS

The operator shall provide five smart cards to the Council which enable free travel for the purpose of monitoring and promoting the service.

5.7 CONNEXIONS TICKETS FOR RURAL BUS SERVICES

To encourage the use of rural bus services the Council currently subsidises 'Connexions' bus services. The C1 operates from Tadcaster to the Askham Bar Tesco stop and the C3 operates between Askham Bryan/Richard/Bilbrough and Askham Bar. The operator shall record the presentation of a valid C1 or C3 'Connexions' service ticket (at the Park & Ride site and city centre) and be reimbursed by the Council 25% of the stored value return rate for each boarding. The operator shall invoice the Council on a quarterly basis indicating the number of trips recorded and payment requested. The introduction of additional 'Connexions' services to other Park & Ride sites will be agreed in advance with the operator and it is anticipated that these will be charged at the same rate.

PARK & RIDE SPECIFICATION ANNEX 10

5.8 CONTRACT TICKETS

The operator may enter into contract arrangements to provide transport for major employers in the area. The operator shall provide details of the arrangements (excluding financial terms) for the approval of the Council. Contract arrangements will be permitted if the operator can demonstrate that the performance of the service and core operation is unaffected. Approval will be withdrawn if the quality of the service is detrimentally affected by the arrangement e.g. capacity not available for Park & Ride passengers or excess waiting time above target level.

5.9 VARIATIONS TO FARES

The standard fare shall be reviewed by the operator or Council from time to time to assess whether the variation in the costs of operating the service justifies a change to the standard fare. With the agreement of the Council fares shall be amended in 10p increments provided the fare on the Contract Base Date (1 July 2008) plus an allowance for inflation since the Base Date exceeds the actual fare by 5p. The adjustment for variation in costs shall be calculated by reference to changes of the following indices published by the Office for National Statistics, as relevant as possible to the costs of commercial transport provision.

- All items (RPI) excluding mortgage interest payments (Table 18.4 ref. CHMK)(weighting 10%)
- Maintenance of motor vehicles (Table 18.4 ref. DOCT) (weighting 15%)
- Petrol and oil prices (Table 18.4 ref. DOCU)(weighting 15%)
- Average Earnings (Transport, Storage and Communication) (Table 18.15 ref. JVUS)(weighting 60%)

6 TICKETING**6.1 TICKETING EQUIPMENT**

The operator shall provide and maintain all on and off board ticketing equipment for the provision of tickets and recording of passenger numbers and types. The ticket machines shall also be used to separately record non-paying passengers such as children, concessionary fare travellers and Connexions transfer tickets for monitoring and accounting purposes. The ticketing equipment shall be compatible with the BLISS equipment provided on the vehicles. The equipment must allow the use of smart cards to register journeys including concessionary passengers. The ticket machine shall issue a paper ticket as appropriate to allow inspection and enable revenue protection.

6.2 SMART CARDS

The operator shall provide a smart card system on the Park & Ride service which will allow the card to be used as payment on a stored value, monthly or weekly basis without replacement. The card system must be supported by management information software to enable analysis of sales and use on a daily basis. The card reader on the bus should be contactless to minimise impact upon passenger boarding times.

PARK & RIDE SPECIFICATION ANNEX 10

It is the aspiration of the Council for the smart cards to be ITSO compliant and compatible with the national concessionary travel scheme, however it is understood that this may only be possible with the introduction of a citywide scheme in the future. The operator shall work with the Council to develop a citywide scheme which includes the Park & Ride service.

6.3 INTEGRATED TICKETING ARRANGEMENTS

To encourage public transport usage the Council has an aspiration to introduce a form of integrated ticketing which would allow passengers to purchase tickets on the Park & Ride service and complete their journey using another public transport service in the city if required (and vice versa). It will be proposed that the Park & Ride service would be included in any citywide arrangement and the operator will be required to participate in the development of the proposals during the contract period. The details of the scheme arrangements shall be agreed with all of the participating companies in advance of its introduction.

7 VEHICLES

7.1 APPROVAL

The operator shall gain approval from the Council of all vehicles (including branding) prior to purchase to enable compliance with the specification to be confirmed. All vehicles shall conform to the recommended specifications applicable to the services published from time to time by the Disabled Persons Transport Advisory Committee (DPTAC).

7.2 TYPE

The operator shall determine the appropriate type and number of vehicles required to provide the capacity indicated in the specification. All vehicles to provide the core service (holiday and non-holiday) shall be single deck. For the provision of the additional capacity required for the service on peak Saturdays only, double deckers are permitted on all routes except Rawcliffe Bar (low bridge).

7.3 AGE – MAIN CONTRACT PERIOD (FIVE YEAR DURATION)

All vehicles to be used on the service including on peak Saturdays shall be a maximum of five years old at any time in the main contract period. All vehicles provided to replace any vehicles no longer used on the contract shall be new.

7.4 AGE – OPTIONAL EXTENSION PERIOD (THREE YEARS DURATION)

Subject to performance and the terms of the contract, the contract may be extended for a further three years. Vehicles up to eight years old may be permitted during the extension period subject to an independent assessment of the quality, reliability and emission standard of the vehicles being undertaken and indicating that the vehicles still meet the original specification taking into account fair wear and tear. The independent assessment shall be

PARK & RIDE SPECIFICATION ANNEX 10

undertaken by a vehicle inspector agreed by both parties and arranged and paid for by the operator. The operator shall undertake any rectification works (if required) to bring the vehicles up to the agreed standard prior to the commencement of the extension period. The inspection shall take place at least one year before the end of the main contract period.

7.5 INTERACTION WITH DRIVER

It shall be possible for the driver to interact with passengers upon boarding to provide tickets and travel information.

7.6 ACCESS STANDARDS

Buses shall be low floor 'kneeling' models meeting the latest DDA disability access requirements with manual ramps for wheelchair access provided as a minimum. All vehicles shall provide space internally for at least one wheelchair. Tip up seats for ambulant passengers to be provided when this area not in use.

7.7 AIR CONDITIONING

Air conditioning shall be provided on all vehicles to be used to provide the service except the additional vehicles provided for the peak Saturdays.

7.8 INFRASTRUCTURE

The existing infrastructure accommodates the current articulated vehicles on the Askham Bar, Rawcliffe Bar and Grimston Bar routes.

The operator shall be responsible for the cost of any infrastructure improvements required as a result of the vehicles chosen. The operator should note that it is unlikely that articulated vehicles could be used on the Monks Cross route owing to constraints at the Coppergate/Clifford Street junction and on the shopping centre bus only route. It is also unlikely that the existing infrastructure at the Designer Outlet could accommodate articulated vehicles due to kerb alignment and safety issues, particularly at the exit onto Naburn Lane.

7.9 EMISSION STANDARDS

To minimise the impact on the environment and in particular air quality in the declared Air Quality Management Area, the lowest possible emission vehicles shall be used with the minimum level to be the European Enhanced Environmentally – Friendly Vehicle Standard.

7.10 SEATING

Seating shall be individual, body contoured 'urban' type covered in fabric material or leather (not pvc or vinyl).

7.10A LUGGAGE PEN

Vehicles shall include a luggage pen for carrying shopping, folded down pushchairs etc.

7.11 BRANDING

All buses to be used on the Park & Ride service shall be branded to ensure distinction between the other service buses in use around the city. The branding shall be submitted for approval by the Council and comply with the following:

- Park & Ride buses shall be liveried in an approved predominant colour different to all other vehicles currently operated by any company within the city. The approved colour shall be applied to at least 50% of the area of the sides, front and rear of the vehicle.
- The York Park & Ride logo shall be placed prominently (length of logo to be at least 25% of the vehicle width/length) on the sides, front and rear of the vehicles.
- 'Frequent Service, Free Car Parking' signs shall be placed on the sides and rear of the vehicles.
- 'Park & Ride Service operated in partnership with City of York Council' or similar to be agreed signs shall be placed on the sides and rear of the vehicles.
- Fully automated illuminated route indicator and destination boards meeting DPTAC recommendations shall be provided at the front and close to the near side door. Boards shall indicate that the vehicle is operating the Park & Ride service, the name of the route, the destination and the colour/number of the route.
- An indicator board at the rear of the bus shall identify the number or name of the route.

7.12 CLEANING

All vehicles shall be maintained in a clean and tidy state at all times. The operator shall ensure that all vehicles are cleaned inside and outside daily prior to the morning start. All inside windows are to be cleaned and polished at least once a week. Any graffiti, whether inside or outside, must be removed on the day it appears. Vehicles must not enter service with external graffiti present. Regular checks (maximum hourly) of the interior of the vehicles shall be undertaken by the supervisors or driver and litter removed as necessary.

7.13 FUEL

A blend of 95% diesel/5% bio-diesel fuel mix shall be used for all diesel powered vehicles as a minimum standard.

7.14 MAINTENANCE AND INSPECTION

The operator shall maintain all vehicles to the highest standard to ensure reliability and quality of service. The operator shall issue the results of all statutory inspections to the Council on a monthly basis.

7.15 PARKING/GARAGING OF VEHICLES

The operator shall ensure that all vehicles are parked/garaged off the highway on land that has valid planning permission for such purposes. Overnight parking of vehicles will not be permitted at Park & Ride sites.

7.16 REPAIR OF DEFECTS

Any defects on the vehicles including bodywork and paintwork damage shall be repaired to the original standard within 14 days. Significant defects and date of repair shall be listed in the monthly reports.

8 BUS LOCATION AND INFORMATION SUB-SYSTEM (BLISS)

8.1 GENERAL

The BLISS system is a key element of the Council's adopted transport strategy which seeks to increase public transport patronage in the city. It is used by the Council and bus operators within the city to provide real-time information to users (on screens at bus stops and Park & Ride sites), a SMS and web-based timetable and prediction service, a management tool for operators and bus priority at traffic signals. The operator shall provide all data necessary, including timetables, to ensure accurate information is available to the public at all times. Further details are provided in Annex 6.

The Council shall have access, via it's own Operator Reports console, to historic operational data relating to the Park and Ride services. This will be used to assist with the monitoring of service performance and allow longer term trend analysis to be undertaken. If it is the case that the Park and Ride service operator also runs other commercial services in the City, the Council's access to Operator Reports would be configured so these could not be seen. Likewise, data for services operated by other operators in the City will not be available to the Council. The Council will be willing to enter into an appropriate, mutually agreed Data Sharing Agreement with the Park and Ride Service operator regarding it's use of Operator Reports."

8.2 BLISS EQUIPMENT (MANAGEMENT)

The Council shall provide and maintain, either directly or through an appointed contractor, the infrastructure to allow the BLISS system to operate and the basic Console system to allow the location of buses to be viewed remotely. The Council shall provide and maintain the equipment providing bus priority at traffic signals and the necessary infrastructure at the rising bollard locations. The operator shall provide all of the equipment and software necessary to use the BusNet Live and Operator Reports tools.

8.3 BLISS EQUIPMENT (VEHICLE)

The operator shall provide and maintain all of the on-bus equipment required for the operation of the BLISS System. All vehicles must conform to RTIG on bus architecture for real-time equipment and be fitted with ACIS RTI equipment. The electronic ticketing equipment provided by the operator shall be compatible with the ACIS equipment used for the BLISS system.

PARK & RIDE SPECIFICATION ANNEX 10

8.4 BLISS EQUIPMENT (SITES)

The Council shall provide and maintain all of the off-bus equipment necessary to operate the BLISS system including PCs providing Console information at the sites and real-time information panels. The operator shall provide any equipment and software necessary to operate the additional management tools including BusNet Live and Operating Reports systems to enable monitoring information to be provided.

8.5 BLISS EQUIPMENT (BUS STOPS)

The Council shall provide and maintain all equipment necessary to provide real-time information at bus stops within the city centre and at the Park & Ride sites. This is currently provided using LED display screens but is due to be upgraded to more flexible LCD screens in August 2007.

8.6 RISING BOLLARDS

The Council provides and maintains the rising bollards within the city including at the Park & Ride sites. Rising bollards are activated by Seitags on the vehicles which shall be provided free of charge by the Council for the branded Park & Ride vehicles for installation by the operator. The operator shall provide tags for any additional vehicles used on the service to meet peak demand. Rising bollards are currently provided at the Monks Cross and Designer Outlet sites to provide priority exit routes and on the Stonebow (on the Grimston Bar and Monks Cross routes) to restrict access to the city centre. The Council will consult with the operator before the introduction of any other rising bollards on the Park & Ride routes. The operator shall be responsible for deactivating and reactivating the rising bollard at Monks Cross for use by Rugby League supporters on match days.

9 MANAGEMENT OF SERVICE**9.1 MANAGEMENT OF THE SERVICE**

To ensure the best possible integration between the bus operation and the management of the sites, supervision at the sites shall be provided by the Park & Ride operator. The operator shall provide all necessary personnel and equipment to enable the service to operate. A dedicated Park & Ride Manager (and Deputy as required), who shall be the contact point for the Council and have the necessary authority to address day to day and longer term issues, shall be identified for the operation of the entire service and be available during the site opening hours. The Council shall be informed of the name and contact details for the Manager or Deputy such that a contact point for the service is available at all times during opening hours. The operator shall use ACIS BusNet Live and Operator Reports tools to monitor and manage the service.

9.1A OFFICE SPACE FOR COUNCIL STAFF

The Operator shall provide office space within the existing Park & Ride offices at Rawcliffe Bar and Monks Cross for the use of the Council's Park & Ride Monitoring Officer on a part time basis. Furniture and IT equipment for the Monitoring Officer shall be provided by the Council.

PARK & RIDE SPECIFICATION ANNEX 10

9.2 MANAGEMENT/SUPERVISION OF SITES (CORE REQUIREMENT)

The operator shall provide a minimum of one supervisor on duty at each of the Park & Ride sites (except the Designer Outlet) during opening hours. The operator shall inspect the Designer Outlet site a minimum of twice per day to check operation and ensure cleanliness and rectify any issues as necessary. The supervisor shall be responsible for the management of the site and operation of the bus route to the site. The key responsibilities of the supervisor shall be ensuring that the service and sites operate to the standards required. Supervision/management of sites shall include but not be limited to:

- Ensuring the Health and Safety of all site users.
- Opening the sites each morning.
- Undertaking safety inspections.
- Ensuring the sites are clean and tidy with no litter.
- Inspections of sites and buildings and ensuring maintenance (including landscape maintenance) and cleaning is undertaken or defects rectified.
- Selling off-bus tickets including smart cards.
- Securing all monies received.
- Dealing with customer enquiries (by phone and in person).
- Dealing with customer complaints.
- Queue management.
- Ensuring that the bus service operates to timetable and pro-actively managing the service to minimise waiting times.
- Dealing with incidents which affect the operation of the sites or services.
- Pro-actively ensuring that customers are aware of any disruption to the service.
- Ensuring that the gritting and snow clearance is undertaken to footways, as necessary.
- Monitoring CCTV equipment (Including liaising with police and providing copies of tapes etc), in accordance with data protection requirements/ protocols.
- Undertaking security patrols.
- Offering assistance to customers in the event of an incident including the summoning of Police, Fire and Rescue or Ambulance as required without delay.
- Locking up and securing the sites and buildings when the site is closed including the setting of alarms. List of keyholders shall be provided.
- Opening and closing barriers to allow entry for authorised larger vehicles e.g. recycling lorries and caravans.
- Issuing of cycle locker keys.
- Validation of non-Park & Ride user tokens at Monks Cross.
- Monitoring of car park occupancy.
- Provision of Out of Hours opening for cars locked in car parks (currently provided free of charge to the Park & Ride operator – charge to car owner covers cost of service).
- Liaising with the Council's waste collection team for the removal of recycled materials from the waste points on the sites.
- Processing lost property from vehicles and sites.

9.3 MANAGEMENT/SUPERVISION OF SITES (DESIGNER OUTLET)

Once the proposed kiosk is in place at the Designer Outlet the operator shall provide a similar quality of supervision as already established at the other sites. The supervisor shall liaise with the Designer Outlet Operator to ensure the successful and integrated management of the site. All the requirements identified for supervision at the other sites shall be provided except as amended below:

- Site opening – to be undertaken by Designer Outlet Operator.
- Inspections of the site surfacing and landscaping shall be limited to safety issues only (maintenance of the site and car parks is provided by Designer Outlet Operator).
- CCTV is provided and monitored by the Designer Outlet Operator.
- The office shall be locked and secured by the Park & Ride Operator (the site is secured and controlled by the Designer Outlet Operator).

9.4 MANAGEMENT/SUPERVISION OF CITY CENTRE STOPS

The operator shall provide a roving supervisor of the Park & Ride Bus stops in the city centre to manage the service and provide information to customers. Supervision shall be provided from 15:30 to 18:30 Monday to Saturday. The supervisor shall patrol around the city centre Park & Ride stops including as a minimum: Pavement, Piccadilly, Clifford Street, Tower Street, Rougier Street, Station Road, Station Avenue, and Museum Street. The supervisor shall wear a uniform to allow identification as a Park & Ride Supervisor by passengers. Communication shall be possible between the supervisor and the Park & Ride management to identify incidents and provide pro-active management of the service. The city centre supervision shall:

- Provide queue management at peak times.
- Deal with customer enquiries.
- Deal with customer complaints.
- Help to ensure that the bus service operates to timetable and pro-actively managing the service to minimise waiting times.
- Deal with incidents which affect the operation of the service.
- Pro-actively ensure that customers are aware of any disruption to the service.

9.5 CAR PARK MANAGEMENT

The operator shall manage the operation of the car parks, liaise with the Council's Parking Services team and issue warning notices for vehicles not parked in accordance with the site rules. The Council will be responsible for issuing car park enforcement notices if required.

The operator shall provide a call out service for releasing vehicles out of hours from the sites. The vulnerability and security of users shall be considered at all times when dealing with out of hours car parking issues.

PARK & RIDE SPECIFICATION ANNEX 10

The operator shall be responsible for the management of the car park token system at Monks Cross including the use of the on and off bus validation equipment. The equipment shall be provided by the Council. All car parking fees (currently set by the Council at £5.00) shall be collected by the operator and transferred to the Council on a monthly basis. Details of the fees collected shall be submitted monthly to the Council.

Special arrangements shall be provided by the operator to allow the Monks Cross Park & Ride car park to be used by Rugby League supporters on match days. The rising bollard at the end of Kathryn Avenue shall be de-activated by the operator prior to the match and re-activated after cars have been parked. All supervision and direction relating to the operation of this overspill car park shall be provided by Rugby League Stewards. Rugby League car park users shall obtain tokens at the Park & Ride office and pay for authorisation (currently set by the Council at £3.00).

The Council reserves the right to use the sites for other purposes subject to ensuring sufficient capacity is retained to meet the demand for Park & Ride services. The operator may not use the site for any other purpose, without prior permission from the Council.

9.6 REVIEW MEETINGS

The operator shall arrange regular (minimum monthly for first three months then quarterly) review meetings with the Council to review performance, address future planning, development opportunities, management and marketing issues. The operator shall prepare agendas and minutes for the meetings. The operator shall prepare reports (summary of monthly reports) in advance for the review meeting detailing the performance of the service (including patronage levels, KPIs etc) over the previous three months.

9.7 CYCLE PARKING MANAGEMENT

The operator shall be responsible for the issuing of cycle parking locker keys at the Grimston Bar (4), Monks Cross (20) and Rawcliffe Bar (10) sites. Details of user shall be recorded and deposits for the keys retained.

9.8 EQUIPMENT AT PARK & RIDE SITES

The provision and maintenance of equipment at the sites is allocated as detailed below (all other equipment shall be provided and maintained by the operator):

Item	Responsibility	
	Provision	Maintenance
Existing Furniture	CYC	Operator
Small Safe (one per site)	CYC	Operator (including insurance)
Cash Register (one per site)	CYC	Operator
CCTV	CYC	CYC
Fire Alarm (Rawcliffe Bar and	CYC	Operator

PARK & RIDE SPECIFICATION ANNEX 10

Monks Cross)		
Security Alarm (all sites)	CYC	Operator
Ticket Equipment	Operator	Operator
Smart Card Equipment	Operator	Operator
Car Park Token Equipment including barriers (Monks Cross)	CYC	Operator
Fire Extinguishers	Operator	Operator
Toilets Hand-driers, Dispensers etc	CYC	Operator
Power operated barrier equipment (Monks Cross)	CYC	Operator

A detailed inventory of all equipment shall be jointly prepared at handover recording the quantity and condition of all equipment. At termination all equipment shall be returned to the Council in good and serviceable condition taking into account age and original transfer condition.

9.9 VENDING SERVICE

The operator shall not provide any vending service without the prior written consent of the Council. The operator shall manage the existing vending services provided at Rawcliffe Bar.

9.10 INSURANCE

The operator shall provide insurance which indemnifies the Council against any liabilities or claims made against it as a result of the operation of the contracted service. In the event of this insurance policy falling due for renewal during the contract period, the operator will supply confirmation of renewal of an appropriate insurance policy.

10 CUSTOMER CARE

10.1 GENERAL

Park & Ride is a flagship service for the Council. Good customer care is a key element of a successful Park & Ride operation. The supplier shall integrate customer care into the management of the service and shall include as a minimum the items included in the specification.

10.2 ALL STAFF

The staff who operate the Park & Ride service are often the first contact that visitors will have of the city and it is therefore essential that the operator ensures that they are helpful, polite, courteous and considerate to the public and other road users at all times. They shall be able to converse well in English to enable accurate information to be provided to customers.

10.3 SUPERVISORS

Supervisors will be responsible for dealing with more detailed enquires from the public and for resolving complaints. It is therefore essential that they are

PARK & RIDE SPECIFICATION ANNEX 10

adequately trained for this role and fully understand the purpose and operation of the Park & Ride service.

10.4 TRAINING

Customer care training shall be provided for all staff who have contact with the public at induction and at regular stages throughout the contract period. Details of training shall be provided by the operator. The operator shall keep records of drivers attending customer care courses and these are to be made available for inspection upon request by the Council.

10.5 STAFF UNIFORMS

Drivers and Supervisors must be of smart appearance, wearing uniform and name badge with Park & Ride logo. Uniform shall comprise (or similar approved) dark shoes, black trousers (navy or black knee length skirt permissible) or smart (tailored) black or navy shorts, white shirt/blouse (short sleeved variants permissible during summer months) and plain dark tie, black or navy jumper (optional) and black or navy jacket (optional).

10.6 COMPLAINTS PROCEDURE

The operator shall operate a complaints procedure whereby all complaints received in connection with the performance of the contract are recorded and investigated. The operator's complaint procedure shall comply with the Council's standards for correspondence as published or notified to the operator and modified from time to time. E.g. All letters shall be responded to within 10 days.

The operator's complaints procedure shall allow for complaints to be made in person, by telephone, by email or in writing and for complaints to be brought to the attention of the operator by the complainant or the Council.

The operator shall supply the Council with a summary list of all complaints and responses in the monitoring reports. The operator shall supply the Council with copies of all written complaints received in connection with the performance of the contract, together with copies of the operator's response within five working days of the response being issued by the operator.

The operator shall keep records of all suggestions received from customers and employees and shall forward relevant suggestions to the Council.

The operator shall immediately pass on complaints which are outside the requirements of the contract (e.g. complaints relating to policy issues) to allow the Council to respond. The complainant shall be informed that the complaint has been transferred to the Council for response.

10.7 CUSTOMER SURVEYS

The operator shall undertake regular customer satisfaction surveys for each route (minimum annually) to obtain the users' assessment of the service. A representative sample of at least 1,000 users evenly across the routes shall

PARK & RIDE SPECIFICATION ANNEX 10

be surveyed. The survey shall include questions relating to the purpose of journeys, age, origin of journey etc and the quality of the service including:

- Facilities at the site (eg shelters, office, toilet access).
- Comfort of the buses.
- Capacity of the buses/space available.
- Frequency of the buses.
- Operating times (eg time of first and last bus).
- Helpfulness of staff.
- The Park & Ride service overall.

The operator shall agree the detail of the survey with the Council prior to undertaking.

10.8 CUSTOMER CONTRACT

A joint 'customer contract' shall be agreed by the operator and the Council which sets out the standards of service the customer can expect from Park & Ride. The customer contract shall tell customers where to catch Park & Ride buses, when the service operates, the standard of services expected and what to do if the passenger is unhappy. The operator shall prepare, distribute and publicise the customer contract at the start of the contract and annually thereafter.

11 MAINTENANCE

11.1 BUILDING AND SITE MAINTENANCE

Leases for the sites shall cover the maintenance items detailed in this section. The Operator shall undertake all necessary repairs to the buildings and sites to deliver the requirements of the following clauses. The Operator shall comply with the maintenance schedules agreed with the Council. The Operator shall provide a list of all of the maintenance works undertaken in the monthly reports. The condition of the sites shall be agreed at the service commencement date. The sites shall be returned to the Council at the end of the contract in the same condition allowing for fair wear and tear.

11.2 ROUTINE MAINTENANCE

The operator shall provide a comprehensive Planned & Preventative maintenance service covering all aspects of engineering services, building structure, lighting and external works. This service will be based on an agreed (with Council) Maintenance Schedule ensuring:

- Agreed asset standards and values are maintained.
- Maintenance of facilities to high aesthetic standard.
- Efficient and safe operation of the facility, plant, equipment and systems.
- Compliance with statutory provisions, standards, regulations and good operational practices.
- Park & Ride operational needs are met.
- Minimal disruption to the Park & Ride Service.

11.3 REACTIVE MAINTENANCE

The operator shall provide a comprehensive Reactive Maintenance service for all aspects of engineering services, building structure and external works. This service will augment the Routine Maintenance and address:

- Emergency breakdowns.
- Breakdowns.
- Damage.
- Failures.

The service must be prioritised, effective, timely and responsive. The operator shall ensure that areas are made safe as soon as practical and that appropriate barriers and signage are provided to exclude the public from hazardous areas.

The operator shall ensure that all lighting is maintained in working order and used during all hours of darkness (controlled by photo - electric cell switch system) when the car park is in use. Minimum maintenance requirements are:

- Clean and inspect all lamps once each year.
- Change lamps once every three years.
- Repair faults within 24 hours.
- Repair damage within 7 days.

11.4 STRUCTURAL REPLACEMENT

Substantial items of the infrastructure (e.g. car park surfacing, building fabric, structural glazing and services components) which have become functionally obsolete shall be identified by the operator and incorporated into the Council's capital works programme if funding is available.

11.5 SPARES AND CONSUMABLES

The operator shall:

- Procure and maintain adequate stocks of materials, spares and consumables to ensure the facilities are maintained to their full capacity.
- Maintain records of goods received, stock levels and goods incorporated for audit purposes.
- Report stock level and value ex-works on a quarterly basis.
- Re-lamp as necessary to maintain lighting levels.

11.6 FURNITURE, FIXTURES & EQUIPMENT

The operator shall provide a comprehensive routine and reactive maintenance service for furniture, fixtures and equipment covering:

- Health & Safety.
- Good working order of F, F & E.
- Correct location of F, F & E.
- Procurement procedures for best value replacements.
- Supply all consumables and spares for equipment provided.

PARK & RIDE SPECIFICATION ANNEX 10

11.7 FLOOR, WALL & CEILING FINISHES

The operator shall provide routine and reactive maintenance for the floor, wall and ceiling finishes to agreed standards. Floor, wall and ceiling finishes shall be maintained to good decorative order (without scratches, scuffs, displacement etc). As a minimum the buildings (internal and external) shall be repainted once by the operator within the 5 year contract period. External building surfaces shall be clean and free from significant staining.

11.8 FIRE FIGHTING APPLIANCES & SYSTEMS

The operator shall provide routine testing and maintenance of fire fighting appliances and systems including alarms.

11.9 SECURITY ALARMS

The operator shall provide routine testing and maintenance of security alarms.

11.10 WATER SUPPLY

The operator shall:

- Procure and maintain the supply of water to, and distributed within, the facility at the correct pressure.
- Maintain with leakage checks, water tests and cleaning of the tanks.
- Removal of run-off water and reactive maintenance to repair damaged water pipes and leaks.

11.11 DRAINAGE AND SEWAGE

The operator shall ensure drainage and sewage systems are maintained to avoid drain eroding and cleaned to operate properly, in order to remove all sewage, dirty water and waste from the facility. The surface water pumping station and lagoons at Monks Cross shall be the responsibility of the Council.

11.12 ELECTRICITY SUPPLY

The operator shall procure and maintain a supply of electricity to, and distributed within, the facility.

The operator shall undertake electrical testing in accordance with Health & Safety and statutory requirements.

11.13 BUSINESS RATES

The operator shall be responsible for the payment of business rates for all of the sites except the Designer Outlet.

11.14 GROUNDS MAINTENANCE

The operator shall be responsible for the routine and reactive maintenance of the soft and hard landscaping as detailed below. Landscape maintenance shall cover the full extent of the Park & Ride sites up to and including boundary fencing and hedges. The Designer Outlet (maintenance undertaken by others) and the storage pond and pumping station area at Monks Cross

PARK & RIDE SPECIFICATION ANNEX 10

are excluded. The detailed Landscape Maintenance Specification is included in Annex 7 to the Specification.

11.14.1 Soft Landscaping

The operator shall provide a comprehensive routine and reactive maintenance service with consumables for soft landscaped areas, in accordance with the agreed Grounds Maintenance Schedule, including:

- Cutting grassed areas and trimming edges.
- Pruning trees and shrubs.
- Maintaining planted areas and borders.
- Rose pruning and maintenance.
- Agricultural hedges.
- Control of scrub.
- Leaf clearance.
- Control of pests and weeds.

11.14.2 Hard Landscaping

The operator shall provide a comprehensive routine and reactive maintenance service with consumables for hard landscaped areas, in accordance with the agreed Grounds Maintenance Schedule, including:

- Roads, paths and car parks.
- Hard-standing, storage & service areas.
- Perimeter & other fencing.
- Covers to services and the like.
- Miscellaneous external enclosures and other general works.
- Ice and snow clearance.
- Boundaries.

11.15 WINTER MAINTENANCE (BUS ROUTES)

The Council shall include the Park & Ride bus routes, including the sections of the routes within the sites, in the winter maintenance programme. Gritting will be undertaken in line with the Council's general winter maintenance policy.

**11.16 WINTER MAINTENANCE (CAR PARKING AREAS/FOOTWAYS/
WAITING AREAS)**

The operator shall be responsible for the provision of grit and the gritting of all footways and waiting areas within the Park & Ride sites during periods of inclement weather. The operator shall assess the risk of the effect of adverse weather on the car park areas and take the necessary action to reduce the risk to the public, particularly in exceptional circumstances. The Council's winter maintenance policy does not include the routine gritting of public car park areas.

12 CLEANING

12.1 ROUTINE CLEANING

The operator shall provide and manage a cleaning service with all equipment and consumables required for all internal areas in accordance with a cleaning schedule agreed with the Council.

The Park & Ride facilities shall be cleaned to agreed standards on a daily, weekly and periodic basis.

12.2 EMERGENCY CLEANING

The operator shall provide and perform an emergency cleaning service to clean up spillages of any kind occurring during normal operation hours.

Spillages should be removed and the area returned to the standard defined in the cleaning schedule. Spillages shall be removed within 30 minutes of notification and should be cordoned off in the meantime.

12.3 CLEANING – SITES

The operator shall be responsible for keeping the sites clear of litter. The operator shall collect and sweep each site of litter once per week, such that no litter or refuse is apparent upon completion. If the standard of cleanliness falls in the intervening period, the operator shall restore it to a condition where no litter or refuse is apparent within a maximum of six hours.

- On a daily basis the operator shall empty all litter bins into the refuse receptacle, which is provided by the council.
- The operator shall complete a weekly check of lights, windows, bus and cycle shelters for damage and graffiti, with a return made even if no action is required.
- The operator shall notify the council of any graffiti which the council will remove in a reasonable period in accordance with its standard customer contract.
- Rectification of other damage or defects shall be the responsibility of the Operator.

12.4 CLEANING – BUILDINGS

The operator shall keep the buildings in a clean and tidy condition. All public areas shall be cleaned daily.

The operator shall regularly (and when needed) clean both sides of the windows and window frames and all other glass/transparent materials in the buildings and on the sites.

12.5 CLEANING – TOILETS

Public conveniences are provided at all Park & Ride sites except the Designer Outlet (toilets are available in the shopping centre close to the Park & Ride entrance to the building). Staff toilets and rest room areas shall be cleaned to the same standard.

The opening hours of the conveniences shall be the same as the Park & Ride sites. The operator is responsible for opening, cleaning, provision of consumables/equipment, closing and securing the toilets.

Details of the toilet cleaning specification are provided in Annex 8 to the specification.

13 MONITORING

13.1 MONITORING REPORTS

The operator shall prepare, and issue in paper and agreed electronic format monitoring reports, on a monthly basis, detailing as a minimum for each route and the entire service the following information:

- Patronage (passenger boardings) (Park & Ride and non-Park & Ride).
- Patronage trends (rolling annual comparisons).
- Patronage trends (comparison to base year).
- Car park occupancy (daily peak).
- Bus reliability (including reasons for disruption).
- Bus punctuality (Excess Waiting Time).
- Trends (reliability, punctuality etc).
- Vehicle usage (compliance).
- Vehicle branding (compliance e.g. number of non-branded vehicles used).
- Site operation issues.
- Service management issues.
- Maintenance works undertaken in month.
- Non-compliances.
- Complaints (number and nature).

The operator shall agree the format of the reports with the Council at the contract start up meeting. The reports shall be discussed at the regular Council/operator management meetings.

13.2 MONITORING INFORMATION

The operator shall provide all of the monitoring information required for the service in a format agreed with the Council. Where possible the operator shall make use of the BusNet Live/Operator reports and Electronic Ticket Machine data to provide the monitoring information. Where available the automatic counter information for car park occupancy may be used – elsewhere daily manual counts shall be undertaken to record peak usage. The supplier shall enter into a data sharing agreement with the Council.

13.3 PATRONAGE INFORMATION

Total patronage information shall be recorded as boardings and shall be split into the following user types. All passengers who board at the start of their journey at the Park & Ride site shall be considered to be Park & Ride passengers for their entire trip.

- Standard Park & Ride returns.

PARK & RIDE SPECIFICATION ANNEX 10

- Concessionary fare trips.
- Connexions transfers.
- Accompanied children.
- Un-accompanied children (Park & Ride).
- Un-accompanied children (Non-Park & Ride).
- Un-accompanied children (YOzone).
- Park & Ride trips using integrated ticket (purchased at P&R Site).
- Non – Park & Ride trips using integrated ticket (purchased on another service or off bus).
- Council staff trips.
- Contract trips.
- Smart Card – stored value trips.
- Smart Card – monthly trips.
- Smart Card – weekly trips.
- Single trips.
- Other non-Park & Ride trips.

14 PERFORMANCE INDICATORS

14.1 GENERAL

The operator shall provide all of the necessary information required to assess their performance and calculate the Performance Payment deductions for the approval of the Council. The Council shall undertake regular auditing to verify the accuracy of the data provided. Performance shall be reviewed at each monitoring meeting and the level of any deduction from the Performance Payment agreed.

The following key areas shall be monitored to assess the operators performance:

- Reliability.
- Punctuality.
- Vehicle Standards.
- Site Condition.
- Service Management.

Half of the Performance Payment element of the licence fee will be returned to the operator at six monthly intervals depending on performance through that period. The performance scoring and deductions mechanism is provided in Annex 9. The performance schedule shall be reviewed annually and agreed with the operator to ensure that the targets and payments remain challenging but realistic. The specified schedule shall be used throughout the contract if agreement can not be reached.

14.2 RELIABILITY

For each calendar month the operator shall provide a list of the services (graphical summary required for each route) which did not operate during the month compared to the timetabled provision and detail the reason for failure to operate using the following criteria.

PARK & RIDE SPECIFICATION ANNEX 10

External Factors	Internal Factors
Exceptional Traffic Congestion (25% greater than prescribed journey times)	Traffic Congestion (within 25% of prescribed journey times)
Weather	Driver Availability
Accident	Vehicle Breakdown
Incident	Vehicle Unavailable
Diversion	

Additional vehicles provided by the operator at peak times to meet demand in excess of the timetabled provision shall be recorded.

14.3 PUNCTUALITY

Punctuality shall be measured on the basis of Excess Waiting Time (EWT). EWT is the difference between the Scheduled Wait Time (SWT) and Actual Wait Time (AWT), assuming passengers arrive randomly at the stop. The SWT is equivalent to half the frequency, thus if the service operates every ten minutes and runs perfectly passengers should wait on average five minutes before the next service departed. The EWT therefore measures the difference between the perfect situation and reality.

The target monthly EWT, representing punctuality, for York's Park & Ride services shall be set at 1.5 minutes measured at the city centre stops and Park & Ride sites. The operator shall calculate the Actual Wait Time using information from Electronic Ticket Machines or the BLISS system. For each route the EWT shall be averaged for each month and for the six monthly payment period. As an incentive additions to the performance payment shall be made where the Excess Waiting Time target has been achieved or bettered.

14.4 VEHICLE QUALITY PERFORMANCE INDICATORS

The operator shall provide vehicles at all possible times which meet the specification. The operator shall record in the monthly report the use of any vehicles on each timetabled journey which are non-compliant, the detail of the non-compliance and the reason for their use. The non-compliances, the route, the number of trips and number of days shall be recorded under the following headings:

- Emission standards.
- Vehicle type (e.g. double decker).
- Vehicle branding.
- BLISS Equipment.
- Ticketing equipment.
- Cleanliness.
- Air conditioning.

14.5 MANAGEMENT

The monthly monitoring reports prepared by the operator shall provide the background information to allow the quality of the management of the service

PARK & RIDE SPECIFICATION ANNEX 10

to be assessed. Performance indicators shall be provided for the submission of the reports and organisation/attendance at quarterly review meetings.

14.6 SITE MANAGEMENT

Information shall be recorded for the following items in accordance with the performance schedule in Annex 9.

- Site opening.
- Site security.
- Supervision.
- Customer care.
- Complaints.
- Uniform.
- Route timetables.
- Building maintenance.
- Grounds maintenance.
- Site cleaning.

15 MARKETING

15.1 GENERAL

Marketing of the Park & Ride service is fundamental to ensuring the maximum number of people make use of the service. The council shall provide all off-site direction signage and promote the Park & Ride service on the Council's website. The operator shall proactively promote the Park & Ride service to encourage patronage increases. The service shall be marketed as a frequent service with free car parking.

15.2 MARKETING PLAN

The operator shall produce a fully costed Marketing Plan in advance of the first full year of operation, and then in advance on a yearly basis for the life of the contract, showing how they will advertise and promote the service in order to achieve the target passenger growth. This plan will show in detail what marketing activity they intend to undertake and when that activity will take place. The plan will be agreed in advance with the Council and a research report will be required to show the effectiveness of marketing at the end of each year of operation.

15.3 SIGNS, NOTICES, TIMETABLES AND LEAFLETS

The operator shall be responsible for the provision and maintenance, after gaining approval by the Council, of all signs (except off-site directional signs), notices, timetables and leaflets relating to the operation of the Park & Ride service including but not limited to:

- Hours of opening.
- Out of hours instructions.
- Timetables (at sites and at all bus stops).
- Route maps including location of stops.
- Fares.
- Terms and Conditions of Travel etc.

All marketing and promotional material shall clearly identify that the Park & Ride service is operated by the supplier on behalf of the Council.

The operator shall erect all signs and distribute information to inform the public of the Park & Ride service. The operator shall ensure that all information is up to date with any changes made not later than the day before implementation. The operator shall provide and fund the publication of a Park & Ride map and timetable in the city's tourist mini-guide. The mini-guides and detailed timetable shall be distributed at the Park & Ride sites and on the Park & Ride buses.

The Council operates a number of variable message signs linked to the Park & Ride service which provide capacity and directional information for users. The operator shall monitor the signage and ensure that the council is notified of any failures or errors on this system. The Council will use its best endeavours to return the system to operation with the minimum delay.

15.4 INTERNET

The operator shall produce a website, which shall be available from a link on the Council's website, providing details of the service. Locations of the sites, route maps, timetables, fares etc. shall be detailed on the website.

15.5 PROMOTION

The operator shall provide details of the level and type of advertising (e.g. Radio, Press etc) proposed in the Marketing Plan.

15.6 TOURIST INFORMATION

Where space allows tourist information leaflets for attractions within York and the surrounding area shall be provided at the Park & Ride sites.

15.7 ADVERTISING

All advertising whether on the site or on vehicles shall be the subject of approval by the Council.

15.8 OFF BUS ADVERTISING

All advertising/sponsorship on the sites and bus stops shall be the responsibility of the Council. The Council shall receive all revenue from off bus advertising/sponsorship.

15.9 ON BUS ADVERTISING

No advertising shall be allowed on the exterior of any vehicle used on the Park & Ride service.

All advertising on the interior of the Park & Ride vehicles shall be arranged by the operator and be subject to the approval of the Council. Adverts promoting tobacco, armaments, political or religious views or seeking to undermine the

PARK & RIDE SPECIFICATION ANNEX 10

environmental or social benefits of public transport will not be permitted. Half of any income from on bus advertising shall be paid to the Council.

15.10 MEDIA CONTACT

All contact with the media relating to the Park & Ride service shall be through the Council's press office

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Annex D – Specification Options

Table 1 – Core requirements

Proposed	Same as existing (Yes/ No)	Nature of alteration / risk
i) Opening hours, minimum bus frequency, capacity	Yes	
ii) The Operator shall be free to choose capacity of vehicle (with minimum seating capacity) No double deck buses.	Yes	
iii) The operator shall provide buses which must not be more than 8 years old at any point during the contract.	No	The current contract requires Diesel EEV standard buses which must not be more than 5 years old. This has been altered to match the proposed contract length.
iv) The operator shall equip all buses with electronic audio-visual 'next stop' displays and shall ensure that the buses are equipped to export Real Time Passenger and bus monitoring information	No	The previous Invitation to Tender did not specify on-board next stop displays.
v) The operator shall be responsible for routine maintenance, cleaning, business rates and utility costs	Yes	
vi) The operator shall provide a dedicated Park and Ride manager and supervisors at all sites as per the current arrangements	No	The provision of supervision at the Designer Outlet shall be increased from part to full time. All other arrangements shall remain unchanged.
vii) The operator shall provide customer care training for the drivers and supervisors and undertake regular customer satisfaction surveys.	Yes	

viii)	The operator shall provide a detailed monthly performance report.	Yes	
ix)	The contract shall include penalties for failure to achieve the performance standards.	Yes	
x)	The number of intermediate stops on the Designer Outlet route shall be limited to three stops (proposed at Main Street, Fulford, Imphal Barracks and Fishergate Gyratory) only to ensure the express nature of the service is improved.	No	The Designer Outlet Park and Ride service currently stops at every stop along the Fulford Road en-route. Alternative, commercially services combine to provide at least six buses per hour along all of the route and four buses per hour serving the Designer Outlet.
xi)	Park and Ride fares shall be fixed at the start of the contract at £2.80 for a return journey (varying with the transport price index).	Yes	
xii)	Boxing Day services	No	During the course of the current contract, Boxing Day services have been introduced.
xiii)	The operator shall participate in multi-operator ticketing arrangements	No	The multi operator (All York) ticket was launched in July 2012 and all York operators currently sell the products.
xiv)	The operator shall sell smart tickets from sites utilising the at counter and automatic ticket machines which it shall pay any licence / maintenance / commission fees for.	No	Automatic ticket machines will be installed at the Park and Ride sites during Autumn 2015.

Table 2 - Optional Requirements

It is proposed to include the following optional items within the tender and progress if affordable and practical after further investigation.

Proposed	Same as existing (Yes / No)	Nature of alteration / risk
i) The operator shall provide full day site supervision at Designer Outlet.	No	Supervision is only currently provided to 1330.
ii) The operator shall provide buses which meet ultra-low emission vehicle standards.	No	<p>The Invitation to Tender will invite operators to offer prices for a range of vehicle technologies. This will give the Council the opportunity to consider its policy objectives against the available budget</p> <p>Affordability of Ultra low emission vehicles is likely to be subject to a successful bid to the Government's Low Emission Bus Scheme (bids to be submitted by 31/10/15). The Council will bid to the Scheme and pass any grant on to the preferred P&R supplier.</p>
iii) The operator shall provide options for extended evening Park and Ride operation and / or overnight parking at one or more sites.	No	<p>Late evening services are provided for special events. This would enable operators to specify a range of options which the Council can consider against the available budget.</p> <p>In the case of overnight parking, consideration must be given to any infrastructural improvements to ensure the required security standards and charging infrastructure are provided.</p>

iv) The operator shall be given the opportunity to indicate commercial possibilities from the site.	No	Any suggestions from operators will have to be approved in light of the planning conditions and permissions relating to each P&R site.
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Executive

24 September 2015

Report of the Acting Director City and Environmental Services

Highway Asset Management Report

The Executive is recommended to:

- i. Note the review and update of the existing CYC strategy, policy and service delivery methods relating to highway maintenance in this paper and accept them as a sound basis for developing an evidence led programme. Policy will be updated biannually and any changes will be brought before the Executive Member. Any significant changes will be brought before the Executive.
- ii. Confirm that the annual programme of maintenance works will be developed via the following process:
- iii. An evidence led list of schemes will be generated in accordance with Policy for approval by the Director for City and Environmental Services
- iv. Members will allocate budget for highways maintenance in the annual budget process and identify local schemes as part of the Ward Highways Programme
- v. Final programme of affordable schemes will be generated and approved by the Director of City and Environmental Services and ratified by the Executive
- vi. Note and support the work of the council with its partners in the Yorkshire Alliance to deliver shared approaches and efficiencies
- vii. Note and agree the Streetlighting Policy document at Annex 1

Reason: To ensure delivery of highway maintenance services in an efficient and cost effective manner.

Summary

1. This report provides an overview of the strategy and approach that we take in the management of our highway assets. The highways network is the most valuable asset that most local authorities own, our highway assets are valued at more than £2bn.
2. The work of the Highways section is governed by a range of guiding codes of practice, an explanation of the key documentation and the way in which we have adopted these is given. Our work with partners across the Yorkshire Alliance ensures that we deliver efficiently and effectively and we are working together with these partners to identify future best practice.
3. The report highlights the way in which the codes of practice are expected to change, the review of our ways of working that will be required to adopt this and how the governance of highway investment decisions will be managed. A recent review of Streetlighting Policy is included as Annex 1 to the report.

Background

4. Our highway maintenance programme is an evidence led process which is governed by a range of national codes of practice and internal plans and strategies that have been developed to adhere to these codes. We currently develop the annual programme in the autumn of the preceding year, the programme is formalised through decisions taken by the Executive Member or Director of City and Environmental Services in December and March.

Internal Strategies and Plans

5. The third version of the City of York Council Local Transport Plan (LTP) was adopted in 2006, the plan sets the high level policies and measures for all transport management activities for the period 2011-2031. The Department for Transport (DfT) recommends that authorities develop a Transport Asset Management Plan (TAMP), our plan develops the ideals of the LTP and outlines the way in which we will manage our highway assets to achieve its aims.
6. The TAMP was adopted in 2009, the plan details the whole life cycle of the highway assets and the maintenance regimes required to maintain the assets to a desired condition, optimising budgets and minimising

risk. The TAMP forms the basis of future maintenance linking asset condition to resources and budgets.

7. The TAMP identifies a range of service plans that are key to deliver its aims and the guiding codes of practice that are to be incorporated within our service delivery.

National Codes of Practice

8. Highway Asset Maintenance is informed through a suite of Codes of Practice published by the UK Road Liaison Group, four main documents cover the majority of activities:
 - 'Well-maintained Highways': Code of Practice for Highway Maintenance Management
 - 'Well-lit Highways' Code of Practice for Highway Lighting Management
 - 'Management of Highway Structures' Code of Practice
 - 'Management of Electronic Traffic Equipment' Code of Practice
9. The Well Maintained Highways Code of Practice covers all aspects of highway maintenance, from day to day small scale repairs to long term strategic planning. Its recommendations are not mandatory, and it does not set prescriptive standards, however, it is widely accepted that authorities should incorporate its recommendations or detail why alternate approaches have been locally adopted. The Code is accepted as the underpinning guidance behind all legal challenges surrounding highway maintenance activities.
10. The Code emphasises the use of asset management, risk management, whole life costing and sustainability in the development of highway maintenance programmes and procedures. Our TAMP details the way in which these ideals have been incorporated into our processes and service delivery.

Adoption of the codes

11. We have adopted the below arrangements for regular basic maintenance of York's highway network which are based on the recommendations of the national code:
 - a network hierarchy based on the recommendations in the Code of Practice and local knowledge

- monthly, six monthly or annual safety inspections by dedicated inspectors, with frequencies determined by the network hierarchy. All frequencies are fully in line with the requirements of the code and seen as best practice by many of our peers
- members of the public and other users defect reports are received and acted upon - area based reactive inspectors respond to all reported defects on the highway within a specified time
- supervision and monitoring of all new development work which is subject to a section 38 (1980 Highways Act.) agreement
- dedicated utility inspectors to monitor and inspect work carried out by the public utilities within the public highway
- specified investigatory levels for defects used by all inspectors to ensure consistency and effective use of resources:

Carriageway pothole - depression \geq 40mm deep extending \geq 300mm in any one direction

Footway trip - abrupt level difference \geq 20mm

- inspector carries out a risk assessment on site to decide specified response times for defects based on the risk posed to highway users
 - inspectors are proactive and respond to any defects which pose an immediate risk to the public noticed during other inspections
12. A specific manual formalises our highway maintenance policy and ensures we comply with the Code of Practice. Our Highway Survey, Inspection and Repair Manual which details all surveys, inspections, categories and investigatory levels and is issued to all CYC staff directly involved in highway inspection.
 13. This manual is also used as the main evidence base in any defence against third party highway insurance claims.

Programme Development

14. We use a Highway Management System to record all aspects of the make up and condition of the assets that form our highway network. The Exor system is also used to manage our street asset records monthly returns, production of Best Value Performance Indicators, issuing of streetworks notifications and asset valuation information.
15. Annual repair and renewal programmes are developed from a range of data sources:
 - Detailed annual condition survey of all our roads and footways
 - Visual safety survey of all our roads and footways
 - United Kingdom Pavement Management System (UKPMS) visual and machine surveys
16. The surveys record five condition categories:- grade 1 (very good), grade 2 (good), grade 3 (fair), grade 4 (poor) and grade 5 (very poor). A further survey is undertaken in September and October of each year considering the below sub set of highways:
 - Streets identified as grade 4 and 5 by the annual condition survey
 - Streets where the UKPMS survey showed that sections of them breached national intervention levels
 - Requests by Members, requests by residents
17. Each road and footway is assessed and given a ranking (score) based on engineering criteria and experience, with a treatment solution determined. This process is currently supported by two reports – the Highway Maintenance Advanced Design on Programmes Report and the Annual Highways Maintenance Report – in December and March respectively. Recommendations are made to amend this process and members are asked to approve these.

Future Changes to the Codes

18. As the national codes are updated we are required to interpret how the changes affect our service delivery and change our procedures accordingly. The Well Maintained Highways Code of Practice is currently under review and is expected to be published in the autumn with a requirement that all highway authorities adopt the principles within two years of publication. Once the reviewed document is

available a summary of its requirements will be communicated with a plan detailing how the amendments will be adopted by the Executive.

19. We have developed our streetlighting policy in accordance with the Well Lit Highways Code of Practice, the document is appended at annex 1.

Partnership Working – Yorkshire Alliance

20. Our work within the Yorkshire Alliance links our approaches to deliver asset management and maintenance activities, share good practice, procurement and develop joint working with the five other authorities in the alliance. Seven separate thematic groups – Highways, Streetlighting, Procurement, Structures, Urban Traffic Management and Control, Drainage and Works Delivery have been developed below a management board which is reportable to the combined authority led transport board.
21. Our delivery of actions from the Codes of Practice will be consistent with our partners and will develop strong outcomes and efficiencies. Future DfT funding will require all authorities to show evidence of joint working and collaboration in order to attract an incentivisation element of funding. We are working with the Yorkshire Alliance to develop our approach to the self assessment questionnaire that will need to be submitted to DfT in November, outputs from the thematic groups will be key to support the individual returns from each of the member authorities.

DfT Incentive Funding

22. DfT funding has historically been distributed as block grant linked to the relative needs of authorities based on their network of highways assets. A new approach will distribute an element of this funding to authorities based on their adoption and delivery of highways maintenance codes and policies. A self assessment process will assess all authorities before distribution of the incentive element in 2016/17, a 'dry-run' of the assessment has been returned in July 15 and the formal return is required in November 15. A note on the process is included at annex 2.

Ward Highway Programme

23. From 2016/17 £250k of highways funding will be distributed to Ward Committee's to be used on locally important schemes that would not be prioritised through the wider evidence led maintenance programme. Information on highway condition scoring will be made available to wards in late November of each year to allow the consideration of local schemes that are unlikely to be supported in the main highway renewal programme. The list of locally important schemes will be agreed with wards and drawn up alongside the wider programme in January/February of each year.

Consultation

24. This report is intended as an update of the existing strategy and policy already approved by City of York Council – LTP, TAMP, Highway Survey, Inspection and Repair Manual – and to provide an overview of how these documents drive our highway maintenance programmes. Prior consultation has already taken place during the process of adoption in all cases.
25. Members will receive communications on highway condition and priorities for works through the ward highway process and ratification of the programme with the Executive. Localised needs and priorities can be communicated directly to the Highways team through the ycc@york.gov.uk email address and investigation works will be carried out. Changes to policy and process will be consulted with the Director, Executive Member and Executive as outlined in the recommendations.
26. Highway programmes and policy will be communicated through improved website content.

Corporate Priorities

27. Through the proposed measures CES supports delivery of the Create jobs and grow the economy, Get York moving, Build strong communities, Protect vulnerable people and protect the environment priorities from the Council Plan. All measures will be developed to deliver the priorities in the emerging revised Council Plan.

Implications

Financial Implications

28. The first Code of Practice for Highway Maintenance endorsed by the local government associations was published in 1983 and has subsequently been revised twice to take account of new and emerging developments in technology, policy and good practice. DfT funding has become strongly linked to the Codes and it is essential that we continue to evidence how we understand our highway assets, assess their condition and plan their maintenance into the future.

Human Resources (HR) and other implications

29. The work and resources of the highways section is defined by its funding, good asset management information is key to the identification of need which is essential evidence to secure DfT, grant or CYC funding.

Equalities

30. All highway assets are considered in a risk based and prioritised manner based on asset information gathered and managed by trained highways inspectors and managers, no bias or inequalities are evident in this evidence led process.

Legal

31. The Council has a statutory duty to carry out highway maintenance under Section 41 of the Highways Act 1980 and this report sets out the policy and strategy developed by City of York Council to deliver this role.

Crime and Disorder

32. There are no crime and disorder issues.

Information Technology (IT)

33. There are no IT implications in this report.

Property

34. There are no property implications.

Other

35. There are no other implications in this report.

Risk Management

36. In compliance with the Council's risk management strategy, the main risks that have been identified in this report are:
- Strategic Risks, arising from judgements in relation to medium term goals for the service
 - Physical Risks, arising from potential underinvestment in assets
 - Financial Risks, from pressures on budgets
 - People Risks, affecting staff if budgets decline
37. Measured in terms of impact and likelihood the risk score for all of the above has been assessed at less than 16. This means that at this point the risks need only to be monitored, as they do not provide a real threat to the achievement of the objectives of this report.

Contact Details

Author:	Chief Officer Responsible for the report:		
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	Report Approved	√	Date
Wards Affected: All Wards	All	√	
For further information please contact the author of the report			

Background Papers:

Annexes:

Annex 1 - Street Lighting Policy

Annex 2 - Note on DfT Self Assessment Process

Annex 3 – Community Impact Assessment

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City of York Council Street Lighting Policy First Edition

Contents

Introduction – Page 3
Overview and Main Objectives – Page 3
Legal Powers and Duties – Page 4
Design Standards and Considerations – Page 5
Sensitive Areas – Page 6
General Lighting Requirements – Page 12
Selection of Lighting Sources and Luminaires - Page 14
Maintenance of Equipment – Page 17
Adoptions of Lighting – Page 20
Un-metered supplies and Carbon Savings – Page 23
Appendix 1 Design Levels – Page 26
Appendix 2 Standard Lists of Equipment- Page 29

Introduction

This policy outlines the basic guidance, principles and standards for all street lighting and illuminated signs within the City of York Council's boundaries. "street lighting" and "Illuminated signs" covers all lights illuminating public areas and highways, along with architectural lighting, shelter, subways, tunnels, council parking areas and lit signage excluding traffic signals, push button crossings, and programmable variable message signs.

Detailed guidance is given in the appendices included.

Overview and Main Objectives

The provision of lighting within the authority enables residents, visitors and traffic alike to interact and perform task within the night time environment supporting the following

- Assisting the safety of highway users.
- The reduction of crime.
- The reduction of the fear of crime.
- The promotion and support of sustainable transport (walking, cycling, and public transport).
- The facilitation and support of social inclusion by providing improved freedom to use the streets after dark.
- The support of a vibrant night time economy.
- The provision of improved access to public leisure and educational buildings, supporting life long health and learning.
- Assisting emergency services with improved identification of locations (shortened response times, improved CCTV identification)

Legal Powers and Duties

The currently has no statutory obligation or requirement for a local authority to provide street lighting, instead the following statutes enable and empower them to be able to provide public lighting.

- The Highways Act 1980 empowers a local Highway Authority to provide lighting where they are or will be the Highway Authority (existing roads or new developments). District and Parish Councils have devolved powers as local lighting Authorities conferred under The Public Health Act 1985 and The Parish Councils Act 1957 (however consent must be given from the Highway Authority).
- With these powers the Highway Authority has a duty of care to the users. Any loss or injury to an individual due to the inappropriate use

of these powers may result in action being taken to recover the losses. Action can be taken on several grounds including – Negligent exercise of power, Action for misfeasance of public office, Breach of common law duty of care (if it can be established).

NOTE: This duty of care does not imply a duty on the Highway Authority to keep the public lighting lit. Instead it implies a duty to ensure systems and processes are in place to maintain and keep the lighting in a safe condition i.e. the detection of dangers electrical or structural.

- The Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992, and Construction (Design and Management) Regulations 2007 set out the arrangements and requirement for works to be carried out in a safe manner along with establishing the arrangements for managing construction works.
- The New Roads and Street Works Act 1991 enable the duties of a Street Authorities to coordinate and regulate works in the highway. All underground cables therefore should be recorded in accordance with this act along with the requirements of the Electrical Safety, Quality and Continuity Regulations 2002.
- Other Frameworks of Legislation that do not specifically relate to highways or public lighting functions (not exhaustive) but deal with issues of the services involved and their provision are – Equality Act 2010, Criminal Justice and Public Order Act 1994, Human Rights Act 1998, Freedom of Information Act 2000, and the Local Government Act 2000.

Design Standards and Considerations

In addition to and including the legal powers and duties to enable the City of York to have a high quality and coherent approach to lighting, the following standards and approaches need to be and are considered when providing new or altering existing installations (detailed description and guidance is included in the appendices).

The City of York Council currently offers a full comprehensive service covering design, installation, maintenance and inspection of all exterior lighting schemes.

- Consideration towards the primary user of the highway and any special requirements for vulnerable users i.e. pedestrians, cyclists, heavy traffic.
- The location and environmental classification / zone of the highway.
- The usage of the highway / area i.e. car park, square, architectural.
- The location of local amenities e.g. schools, public buildings, shops.

- Daytime and night time visual appearance of equipment.
- Obtrusive Light and pollution.
- Energy efficiency.
- Equipment reliability (some lighting types need very little maintenance e.g. LED's)
- Equipment Locations in relation to obstructions and maintenance.
- Whole life costs.
- Strategies relating to whole streetscape i.e. historic core.
- Innovations and advanced technologies.
- Equipment specifications (to match CYC's approved standards).
- End of life equipment disposal i.e. recyclability.
- Sustainable and efficient procurement i.e. whole cycle carbon emissions and costs.
- Public risk from accident i.e. passively safe columns, pedestrian crossings and conflict areas.

These considerations are to be taken account of whilst designing to current applicable standards and guidance. Currently all new highway installations are designed to BS5489 2013 Code of Practice for the Design of Road Lighting and BS EN 13201 2003 Road Lighting with reference to the Institute of Lighting Professionals Technical Reports where necessary (detailed application given in Appendices along with criteria for whether lighting is required). Any lighting scheme should limit light to the public highway and it is not considered the Authorities duty to light private access', egresses, or unadopted areas.

Sensitive Areas

For the purposes of this policy sensitive areas can be considered as conservation areas (http://www.york.gov.uk/downloads/200560/conservation_areas) along with scheduled monuments, listed structures and other notable locations and their surrounds. In these areas provided that the primary function of the lighting is achieved then special consideration should be made in relation to enhancing and improving the area through the correct selection of equipment and its location. In these locations rather than a "standard"

approach they should be looked at uniquely in order to best fit for each locations characteristics and needs.

Before consideration can be given to any lighting replacement or scheme discussions and consultation should be made with the relevant bodies and reports

http://www.york.gov.uk/info/200560/conservation_areas/94/york_central_historic_core_conservation_area_appraisal_final_draft/4).

Proposed schemes within sensitive areas before construction and possible eventual adoption by the authority (even if not to be adopted) are subject to a specific lighting design brief that must be approved before commencement by any relevant bodies. It is assumed that lighting improvements would form part of any overall environmental enhancements within a sensitive area.

In designing such schemes the access and maintenance of equipment must also be given consideration, in order not to require onerous provisions causing unreasonable disruption in such sensitive areas i.e. scaffolding to perform routine tasks.

Consideration for Selection of Standards in Sensitive Areas

Overall guidance on the selection of standards is given in the appendices, however other specific requirements in sensitive areas must be considered. To not account for the requirements could result in an inappropriate system of lighting that will detract from or even damage the appearance of a sensitive area.

In general new equipment along with the refurbishment of specialist items i.e. ones that form part of a listed structure should be of an LED source. Architectural systems should be programmable and consider colour variance as an option. Any use of other light sources must first be agreed with the Lighting Department.

In specific reference to the actual level or volume of lighting this must also be looked at on an individual location and situational basis. Some streets and public areas will be busier than others with higher levels of footfall and possible risk requiring more light, where as other may require to be left as dark. An immediate assumption that lighting may be a blanket requirement across a whole area may not be correct and actually destroy the appearance and “feel” of an area. In these situations consultation with local conservation officer and groups must be given.

Particularly when creating a brief for sensitive areas consideration must be given to the following items:

- The activity and purpose of the area being developed – Shops, Public Buildings, Squares, conflict areas (crossings, shared use spaces).
- Listed Structures and Scheduled Monuments in the vicinity including sites of historical reference.
- The height and bearing on of nearby and adjacent buildings.
- Specific features and furniture e.g. trees, benches, fountains, crossing points.
- Existing lighting systems including ambient levels created by properties.
- The levels and surfacing of the ground. Consideration needs to be made for the less able and visually impaired, including the highlighting of hazards.

Consideration must also be given to local knowledge with regards to vandalism, black spots, and anti social behaviour. When lighting architectural features systems must limit any light pollution and spillage, along with consulting local strategies such as Re-invigorate York.

Equipment Considerations in Sensitive Areas

Lighting equipment should complement and enhance an area whilst not visually being too over bearing and detracting from local features. It is not always necessary to assume that being in a conservation area would immediately require period or replica fittings. Instead consultation with conservation officers and groups will give a best indication of style and size requirements.

Existing equipment with historic merit or forming part of a listed structure should be retained and restored by a specialist organisation. In these cases it is not necessary to retain the original internal components and use can be made of modern technologies. For example on Lendal Bridge all the lanterns were restored with new led light engines used instead of high pressure sodium. However where the existing sources are gas then this should be retained at all costs. Consideration should also be given to ensure a uniformity of styles and effect in each proposed scheme. Often a “mish mash” of equipment will detract more from an area than inappropriate matching modern fittings.

Mounting of Equipment in Sensitive Areas

In the City of York the vast majority of streets in sensitive areas are narrow with restricted use to both vehicles and pedestrians alike. In these situations the preferred option of mounting lights is on buildings. Prior to any works agreements must be gained in the order of Way leaves, Listed Building Consents and other legal obligations. The actual sitting and style of bracketry and light should take into account the style, location and elevation of the property.

Where building mounting of lights is not possible the lights should be located as to be as least visually obtrusive as possible. As with any other areas the columns should be placed at the rear of footways and avoid detracting from any adjacent property or land mark.

Materials of Equipment in Sensitive Areas

Due to the difficulty and access restrictions in sensitive areas great consideration is needed for those materials in use. All columns ornate or not are required to be manufactured from a single material and have an expected design life of 50 years. Where dissimilar materials are used special systems are required to avoid cathodic reactions. Ornate columns should be modular in that the embellishments should be an attached part of a more normal column. Columns made as a single cast unit are no longer used by the City of York due to their prohibitive handling requirements, high maintenance and high replacement costs.

General Lighting Requirements

All lighting schemes within the City of York boundaries shall be provided, designed, installed and maintained in accordance with this policy, its appendices and supporting documents. A failure to adhere to this may result in non-compliance a refusal to adopt the systems and/or creating risk and further costs to the proposer of the scheme. The following general guidance along with specifics highlighted in the appendices sets the basis of all York installations.

Obtrusive Light

In accordance with guidance given by the Institute of Street Lighting Professionals (<https://www.theilp.org.uk/documents/obtrusive-light/>)

Obtrusive light is described as light which falls outside a required area. Because of its level/quantity, direction and colour it can cause annoyance, distraction and discomfort reducing the ability to see correctly (not to mention wastes energy). More commonly known as light pollution it is divided into three specific areas –

Sky Glow- This is the artificial brightening of the night sky caused by water and dust particles in the atmosphere reflecting artificial light. This is most commonly seen as the orange glow over urban areas caused by badly controlled or designed lights shining directly upwards.

Glare- Is an intense and blinding light which causes discomfort. It is often seen against a dark background and often affects the vision of road users creating a hazard. This is mainly caused by poorly designed and maintained lighting.

Light trespass- Is light generally shining where it is neither needed nor wanted, often spilling from properties where the light is located. Poorly controlled exterior lighting shines into neighbouring properties and reduces privacy, can affect sleep patterns and detracts from the appearance of an area.

When restricting obtrusive light great consideration should be given to the control of the light source with less than 1% of direct light above the horizontal for street light and the use of filters or shutters to control and restrict architectural lighting firmly to the feature being lit.

In addition to these requirements areas of special consideration are –

- Airports and Aerodromes
- Railways
- Harbours
- Transport Interchanges
- Navigable Waterways
- Adjacent Unlit Traffic Routes
- Car Parks (both public and privately owned).

In these instances consultation should be given to the relevant authorities to take account of any further special measures needed.

Shielding of Lights

The vast majority of new and modern lights have fully controlled optics in order to restrict light onto the highways or items that are required to be lit. However it is accepted that on occasion intrusion can still occur. Where this has been at the direct result of the council's maintenance or improvement works where possible the light will be shielded by masking off the rear of the

lantern (LED lanterns will not be shielded as they have a sharp restriction of light output). However if the cause is because the issue is outside this i.e. change of occupancy, or room use then the authority has no obligation to shield. In instances where shielding the light will detrimentally affect its output or intended operation then shielding will not be able to be provided on safety grounds e.g. the light is on the opposite side of a road or a considerable distance away from the property. In all occurrences of existing and historical street lights the first responsibility is upon the home or property owner to ensure adequate use of curtains or blinds is made. The council bears no responsibility from a failure on the part of householders to take adequate steps.

Individual shielding requests are decided on by the Street Lighting Department and based on the balance of needs of each location.

Flooding

Unusually the City of York has areas of public highway and paths where flooding is common in winter months. In these locations where possible the units should take account of the possibility of being wholly or partially underwater for several days at a time. As such it is suggested isolation points and supply connections should be located outside the flood plains i.e. connection boxes and isolators at the top of columns or high up on walls, and Pillars out of the plains themselves. No special requirements are actually needed for the lighting levels themselves beyond standard and special area installations. Advice and requirements are given by contacting both the Street Lighting Department and the Flood Risk Manager at the council.

Lighting of Pedestrian Crossings

Pedestrian Crossings are to be lit to conform to the current British Standards (and advisement from EN13201-2:2003) and comply with the advice of The Institute of Lighting Professionals, Technical Report 12 "Lighting of Pedestrian Crossings". Where required; additional lighting units are to be firmly controlled onto the crossing area itself creating a positive contrast of the lighting. Any beacons should be shielded from local properties as to avoid nuisance caused by "flashing" effects. The lights sources should be LED's and part of the approved list shown in the appendices. It is assumed that all new crossing will require additional lighting through specific "controlled" units.

Traffic Calming Areas

The lighting of traffic calming areas and feature should take account of the requirement within the Highway (Road Hump) Regulations 1996 section 5. Lighting levels should consider and include any physical calming measures in the highway and comply with current British Standards and best current advice from the ILP.

Subways and Underpasses

Subways and underpasses provide a safe route for pedestrians and cyclists to navigate across busy and dangerous junctions as such they are required to be kept in a safe and passable condition at all times.

Due to the nature of them underpasses need to be lit within the requirements of the British Standards, and should be bright and well lit to encourage their usage day or night.

Consideration should be given to varying the levels of lighting between day and night. This is because a higher level of light is generally required in daylight hours to avoid them appearing dark and special note should be given at entrances and exits to avoid a sudden transition between varying levels of lighting i.e. dark and light. This should make them more attractive to the users and reduce anxiety and the fear of crime in such areas.

Light Sources

Within The City of York over a number of years a vast number of light sources have been in use for various schemes, and are still maintained to this day in existing equipment. The following types are the most common in the city and their attributes are included too-

- Low Pressure Sodium – a monochromatic orange coloured light source that gives a good efficacy (light output in lumens per watt) but has very poor colour rendering (measured in Ra as 0) making even orange coloured items appear different. It also has poor glare characteristics and is very hard to control with the majority of light going straight up or backwards. It has a low life expectancy for the lamp (bulb).
- High Pressure Sodium – a peach coloured light of medium efficacy and a reasonable colour rendering (Ra of 25). It has been popular from the 1980's until recently as it gave good all round performance with a choice of good optical control. The life expectancy of this is good with five years between lamp changes now being experienced.

- Fluorescent – a white coloured source with high colour rendering (above Ra 60) but good efficacy and a low lamp life (as experienced by CYC). It is more commonly used for signage and bollards and has been used to replace soon to be outlawed mercury fittings in the city.
- Metal Halide (including Cosmo) – a white light source of high colour rendering and efficacy with a good lamp life. Similarly to high pressure sodium it has been popular in areas where good lighting and colour recognition is needed i.e. CCTV and central areas.
- LED's- Led's currently offer the best rendering with extreme life and good efficacy. Being a more directional point type of lighting source they offer good control too. This is the choice for the majority of new and improvement schemes in the city.

Selection of Light Sources and Luminaires

For the purpose of street lighting the selection of a source and luminaire will be dependant on application, existing equipment and percentage of lights being replaced, and other special requirements. On all new schemes the light source of choice is LED's with approved models (new installations list), LED specification and adoption requirements (including commuted sums) to be found in the appendices. Should LED's be deemed not capable within the scheme then specific agreements must be reached with the street lighting team and or planning officers in the authority.

Replacement of existing lights should take into account the number and percentage ratio of new lights. Along with the existing type and sources leading the requirements, the usage of the area must also be evaluated to determine if there is any significant change. For example if a road was formerly a high traffic route and is now a closed pedestrian area with the majority of lights needing replacement then it would be better to fully re-design the street. This would give a better level of lighting more applicable for the areas usage. Where as a road of 20 lights with only a few needing replacement would only require the nearest light fitting (in source and style) to the original fitting. Guidance on approved replacement (maintenance) fittings and new fittings can be found in the appendices. Overall decision on models and types will be indicated by the street lighting team.

Columns and Passive Safety

Typically the lighting columns in the authority use range between 6m and 12m in height and depending on location of installation can be of a hinged nature to allow access to the lantern. All columns in the city are to comply with the current standards set in BS EN40-2 2004 Lighting Columns General

requirements and Dimensions. This standard maps the country with respects to wind loadings and terrains that street lights would need to be able to safely resist both in maximum expectation and fatigue. York currently specifies tubular steel columns of a medium rating under the regulations and requires them to be pre coated in gloss black with an anticipated column life of 30 years, and coating life of 25 years. Should signs or other equipment need to be mounted to the column then they are limited typically to an area of 0.3m² and maximum weight of 5 kg. Any items outside these parameters require the columns to be specifically designed to accept greater loadings. The normal method of installation with lighting columns is to bury the root in the ground supported with concrete. However where the ground is soft and unsound or the depths needed can't be met i.e. on bridges then specifically designed methods of installation will be needed. In all cases the method and materials used will be recorded onto the council's asset system.

Where traffic speeds are less than 50 miles per hour or there are a large number of obstructions near or immediately behind lighting columns i.e. buildings, trees, walls etc. Then there is little or no safety advantage to be gained by using a passively safe column. In fact there may be a considerable increase in risk to pedestrians and other road users.

Instead passively safe lighting columns should be used on higher speed roads where risk of death or serious injury from striking a street light is greatly increased. In these situations guidance should be sought from the County Surveyors Society PPR342 "The Use of Passively Safe Sign Posts and Lighting Columns". It is anticipated that "No Energy" columns would be the preferred type of column used manufactured from aluminium. Whilst initial costs may be higher for materials than conventional columns it is anticipated that over the whole life of the installation the cost will be less. This is due to the lower degradation of the materials used (aluminium has and expected 50 year life) and lower replacement needs (columns are socketed into the ground rather than concrete, and have quick disconnect systems reducing the need for electricity board attendance).

Equipment Locations Within the Highway

Lighting equipment and signs as a rule where possible should not obstruct footways. In order to ensure the best possible effect of the lighting and least visual obtrusion columns should be located to the rear of footways and to the recommended minimums set out in the current standards (BS5489-1 2013). If little room is available then consideration should be given to mounting items on neighbouring structures. Consideration should also be given to underground service locations, vehicular access, windows, doors, trees, and highway users (disabled, large vehicles, etc.) The final decisions

on locations of equipment shall be determined by the street lighting department on a combination of all needs.

Switching and Variable Levels of Lighting

Within the City of York the majority of lights are controlled on and off via a photo-electric cell (PECU). Currently all new and the majority of existing PECU's switch at a ratio (LUX) of 35:18 (dusk and dawn). Other equipment is controlled by a time clock, or a remote monitoring system.

Actual levels of light are dictated by the current standards and requirements set out in the appendices, but all new equipment should be compatible with CYC's existing systems and be able to vary their output to ensure that the relevant levels of light required are given at the relevant times.

This ensures that the best use of light and energy is given in all new lighting systems for the city reducing waste.

Maintenance of Lighting Equipment

Statutory Requirements

Currently there is no legal obligation to provide lighting or ensure that it is lit. However the authority is obliged to ensure that any lighting equipment is maintained in a safe condition. As previously mentioned this is governed by legislation such as The Electricity at Work Regulations 1989 and more specifically BS 7671 Requirements For Electrical Installations. These give guidance to safe electrical systems and their protection.

With structural maintenance again there is no statutory requirement other than ensuring an installation is safe. Instead guidance is given by Technical Report 22 of the ILP.

Records and Inventories of Equipment

The Authority currently maintains an electronic record of all lighting equipment (including signs and bollards). This recorded inventory includes any details required to formulate maintenance strategies and energy submissions ranging from individual lamp types, wattages and geographical details. This is all recorded in line with the recommendations of the ILP's Technical Report 22 "Managing a Vital Asset."

Detection of Faults

All faults are received via public reporting either through the council's contact centre or via online methods. Where specific problem areas or

locations are being experienced or highlighted then the council will undertake an inspection for repair. Typically the council does not actively night scout due to current budget restraints. (a night scout is typically a visual inspection via an operative in a vehicle in the hours of darkness to identify if something is lit or not, it is not an in-depth technical investigation.)

When faults are highlighted the authority works to the following overarching targets:-

Category	Description	Response
1	Emergency call-out. Faults causing immediate danger to the public e.g. knock downs or exposed electrical components	Make safe within 2 hours and repair within 4 working days (not necessarily lit, but electrically and structurally safe) ¹
2	High risk faults but with no immediate risk to the public e.g. damaged bollards	Make safe as soon as possible but within 24 hours (maximum). Repair within 4 working days. ¹
3	Outages	Shall be repaired as soon as possible but within a maximum period of 4 working days ¹
4	'Private cable' cable faults	Shall be repaired as soon as possible but within a maximum period of 10 working days. ¹

Faults found to be outside the council's control i.e. mains cable faults are reported to the Distribution Network Operator (DNO) within 24 hours of receipt and are subject to their timescales found here:

http://www.northernpowergrid.com/page/unmetered_standards.cfm

Their usual standards are 20 working days for faults and 35 working days for new connections from receipt of the order or notification.

¹Whilst the authority aims to work within these targets we cannot guarantee on every occasion this will be possible. Where a fault results in the need for a new piece of equipment (involving the DNO), a specialist part, or a re-design of a whole section then the authority will ensure that the equipment is safe and endeavour to rectify at the nearest opportunity.

Electrical Inspections

In accordance with the requirements of BS7671 all electrical equipment is tested every 6 years. The resulting evidence is stored until a new test or alteration is undertaken.

Risk Assessments of Street Lighting Supports

All Street Lighting columns have been inspected in line with the requirements of the ILP's Technical Report 22 Managing a Vital Asset: Lighting Supports. As such each individual column is scored based on condition and given a re-test date based on risk of failure. Methods of testing used currently are visual for concrete columns, and ultrasonic/ din search testing for steel columns (for cracking and section loss) undertaken by a qualified and registered lighting column tester.

Whilst risks are managed we cannot be wholly certain of the condition of a lighting column at all times as such any concerns observed should be brought to the attention of the street lighting department.

Trees, Bushes, and Greenery

In relation to the access maintenance and safety of street lighting equipment careful consideration should be given to the location and type of existing greenery and any proposed planting of new items. In new schemes where possible equipment should be located away from the canopy and root systems of mature trees, this will avoid any obstruction of the light and possible damage from branches. Similarly new trees should not be planted in service margins or the direct vicinity of lighting equipment. The planting of shrubs and other greenery should also be such as to ensure safe access to doors and mechanisms on columns and cabinets alike.

Where an item of greenery on private property encroaches onto the public highway as such to obscure or damage street lighting equipment then it will be considered a "Highway Obstruction" and be required to be cut back or removed. **Failure to comply may result in the council undertaking the works and recharging the costs to the property owner.**

Existing trees and bushes obscuring or damaging equipment may where possible be cut back by suitably qualified persons.

Should any lighting equipment be observed as damaged or obscured by greenery then it should be reported to the street lighting department.

Adoption of Lighting Schemes

In areas required to be lit the City's street lighting policy shall form part of the section 38/ 278 agreement and shall be adhered to. Deviation from this

policy may result in non compliance and therefore the scheme may not be adopted by the authority. All installations and schemes (section 38/278, and other “adoptable” systems) are required to be inspected by CYC Street Lighting. Any costs incurred will be re-cooperated by the Authority.

Standards of Lighting

For all developments the standard of lighting shall be in accordance with the levels set out in the appendices. Typically they shall be as prescribed by the levels of BS5489-1:2013 (see appendices for further guidance.)

Undertaking or Commencement of Works

CYC offer a full Design, Management and Installation Service. New works or alterations on existing highways shall not commence without prior notification to the street lighting team (minimum of 1 calendar month). The developer shall notify the authority of the works proposed and the equipment effected. Whilst the works are in progress the developer shall hold full responsibility for the maintenance of all street lighting equipment within the site boundaries for the full duration. The developer shall also ensure that existing/ safe levels of lighting remain during the course of the project, or until new equipment is operational. Records should be kept and provided to the authority of these works.

Inspection and Handover of Installations

For works and designs undertaken by the street lighting department it shall be considered that they are fully compliant and therefore adoptable without further inspection. All Maintenance and Faults’ liabilities shall be met by CYC on installations undertaken by the street lighting team; however any accidental or 3rd party damages costs will still have to be met by the developer/ promoter of the scheme.

All works and developments undertaken outside the street lighting section (section 38 and 278 works) prior to inspection or handover must undergo any required routine cyclical maintenance i.e. lamp changes after three years, electrical testing to BS7671 after six years (a service CYC offer). The results then will be provided to the street lighting section along with as constructed drawings showing equipment locations, equipment specification (including control gear makes/types), cable plans, specific DNO/ IDNO agreements and if required lighting level readings. Also an inventory of equipment used in relation to their location must be provided. Upon receipt of these the installation will be inspected by CYC Street lighting (costs to be

met by developer/promoter) and any resultant faults or alterations rectified prior to approval. All faults and repairs are the responsibility of the developer until adoption of the lighting system has been approved. Should no plans or inventory of equipment be provided prior to inspection then surveys can be undertaken by the authority at the **cost of the developer**.

No inspections will be done without a prior detailed survey.

Consultation with the authority and other parties

All Highway and development proposals involving external lighting are required to be submitted to the authority for approval. This is required for both areas to be adopted or unadoptable private areas. The reasoning being adoptable areas need to conform to the council's specification and unadoptable areas are required to control lighting as not to be a statutory nuisance through light trespass or spillage. In schemes adjacent or within conservation areas further consultation should be given within the general guidance of "special areas" found earlier in this document.

Commuted Sums Payable

Generally lighting schemes shall comply with this document and its appendices.

Further to the decision handed down in Redrow Homes Ltd v Knowsley MBC at the High Court.

In which Knowsley Council refused to enter into a S38 agreement unless the developer accepted an obligation to pay over a commuted sum of money in respect of post-adoption maintenance costs, so the case turned on whether use of the word "maintenance" in the Section is restricted to maintenance of the roads (or street lighting to be more precise about the case itself) before adoption or can include a period after adoption, i.e. when they are statutorily maintainable at public expense. Both the High Court and the Court of Appeal ruled that the Council's interpretation was correct, namely that the amount that can be demanded for maintenance of the highway is not temporally constrained.

As such CYC requires all new developments and "adoptable" installations provide commuted sums in order to re-cooperate "reasonable" maintenance costs.

The formulae and actual sums structures are to be set out within the overall Highways Commuted Sums for Developments Policy, which is set to be published in the near future. Until then guidance should be sought from the Lighting Department and adoptions officers.

Alternatively to payment of a commuted sum on agreement with the authority the developer may wish to offset the carbon usage at a 50% reduction to the commuted sum by providing a “carbon offset” scheme to the council. *To qualify the scheme must be designed, managed and installed by CYC to current “low energy” requirements, with the funds forming part of the Authorities carbon management programme.*

Network Connections

It is anticipated that the vast majority of new equipment will be fed directly from the DNO/IDNO’s mains cables. Where a private cable network is to be used the design first must be approved and on completion full as constructed drawings provided with calculations and on site testing readings. The majority of mains connection should be provided by the DNO/IDNO, however where the works are considered contestable then a third party Independent Connections Provider (ICP) may be used. The ICP must be accredited and audited by the DNO/IDNO as per the current regulations. Failure to do this will result in the development not being adopted.

Private cable networks should only be used as a last resort and prior agreement to their use and design must be given prior to installation by the street lighting section.

Unmetered Supplies of Energy and Carbon Emissions

The Procurement of Unmetered Energy

Subject to legal procurement rules the authority currently purchases its energy via The Yorkshire Purchasing Organisation (YPO). YPO works on behalf of a number of public bodies and combines their electrical requirements in order to get better prices. Currently the energy provided is described as good quality CHP with a lower carbon impact.

Usage Monitoring and Recording

Unmetered energy supplies are calculated based on an accurate inventory (kept by the authority) that is submitted and agreed with the DNO.

In addition to this the number of hours that the lights are deemed to be lit is measured by either a nationally recognised number or measured by an array of photo voltaic cells. The array is populated with cells that are typical of use by the authority and the measured on and off times are sent via a data stream to the electricity companies. This measurement is then used to calculate the amount of energy used.

Carbon Reduction

The City of York Council is committed to reducing carbon emissions across the authority as a whole and as such has targeted street lighting to cut emissions by 25% by 2015.

This is being and has been done by a number of strategies and schemes as follows:-

- Trimming of cells- Photocell traditionally had turn on and off levels of (lux) 70:35. This was taken typically to allow equipment to start and “warm up” prior to sunset. Modern electronic equipment takes far less time to “warm up” and in some cases full efficiency is instant. Because of this the authority changed the vast majority of its PECU’s to a 35:18 (lux) regime cutting the hours lit and energy used.
- Use of innovative technologies and electronics – Within the last five years the pace of development and innovation in lighting technologies has accelerated allowing the authority to consider novel approaches to lighting the public highway. Electronic control gear and LED’s have lead the way enabling the authority to better light the highway with less energy in a more applicable way.
- Variance of lighting levels – Until recently when lighting a highway the levels of light set under British standards took account of peak usage or needs of that particular area, with the measured level being at the time of routine maintenance i.e. lowest amount of light output from a lamp. As such this means for the majority of the time it is lit, a lighting scheme is at a far higher level than needed. Changes in design standards and technology mean that the authority are now able to light a highway to the applicable standards required at the applicable time in a cost effective manner. This allows the authority to reduce wastage in an effective manner.
- De-Illumination of signs and bollards – The Traffic Signs Regulations and General Directions 2002 (TSRGD) and subsequent amendments sets out the requirements for signs and bollards to be lit in the public highway. Following a number of studies into safety and visibility the requirements have been relaxed and as such a large amount of equipment no longer requires lighting. In these cases the council aims to remove and de-illuminate redundant equipment. This not only reduces the energy usage, but reduces safety liabilities from electrical equipment.

- Renewable energy equipment – currently where a bollard (keep left/right, no-entry) is required to be lit the authority replaces it with a solar powered unit. This cuts the energy requirements to zero and reduces safety implications from mains electric. We are also currently evaluation solar sign lights as well as trialling solar bus stop and footpath lighting to evaluate its effectiveness.

Appendix 1

Environmental Zones Within City of York Boundaries

For the purposes of the design of all new lighting installations and control of light pollution within the authority, York will fall into the Environmental Zones E2, E3, E4 as set out within The ILP's Guidance Notes on the Reduction of Obtrusive Light.

Typically the areas can be described as follows:-

E4- Areas of High District Brightness

These are areas of high night time activity normally described as town centres. In York this should be considered as areas similar to Coney Street, Parliament Street, and Micklegate where there are high levels of shopping, through footfall and evening entertainment.

E3 – Areas of Medium District Brightness

Small centres and suburban locations best fit this criteria, It is anticipated that the vast majority of the city will fall into this category with large conurbations such as Acomb, Clifton, and Woodthorpe being good examples.

E4 – Areas of Low District Brightness

Small Villages and rural areas fall into this category. By their very nature the lighting in these places will be minimal and tightly restricted.

Any areas outside the above parameters would be considered as below the requirements for lighting. Although given as a guide the above zones may not blanket cover wide areas. For example within the historic core there is a large mixture of well lit open areas surrounded by darker pathways and ginnels. As such careful consideration must be given to the control of light in these adjacent areas along with upward light spill. In these instances guidance should be sought from the Street Lighting Department.

The following parameters give the obtrusive light limitations for these zones.

Environmental Zone	Sky Glow ULR (max %)	Light Intrusion (into Windows E_v (lux)		Luminous Intensity I (candelas)		Building Luminance Pre-curfew
		Pre-curfew	Post-curfew	Pre-curfew	Post-curfew	Average, L (cd/m^2)
E2	2.5	5	1	7,500	500	5
E3	5.0	10	2	10,000	1,000	10
E4	15.0	25	5	25,000	2,500	25

(further information and guidance can be found in “Guidance Notes for the Reduction of Obtrusive Light GN01” from the ILP).

Typical Lighting Class Selection in York

Generally new schemes should follow the guidance given within BS5489-1 :2013. All Schemes should take advantage of the ability to vary levels and classifications to reflect the requirements at any particular time.

For consideration in residential areas the typical height for columns should be taken as 6m and the light source LED. As such classifications should be taken from tables A.5 or A.6 of the standard utilising “P” classifications.

Typically the majority of suburban residential streets will be P4 dropping to P5 between midnight and 6 AM.

Traffic routes should be lit by the luminance method and governed by the levels set out in BS5489- 1 :2013 tables A.2 and A.3 with the vast majority of areas falling within table A.3. **It is anticipated that at peak times most major traffic routes will exceed 65% capacity in the city and fall within the M3 classification.** On traffic routes it is advisable to consider the use of variable lighting levels however in some very central areas this may not be possible e.g. sections of Bootham, Gillygate, Blossom Street. Advice should be sought from the lighting team for suggested levels required.

Conflict Areas likewise are to be dictated by table A.4 of BS5489 with particular emphasis on exceeding the 0.4 U_o minimum.

Other Areas

Other specific areas to be lit within the public realm should follow the guidance given within BS5489, however particular emphasis should be

made to improve on minimum uniformity levels set. For example in public car parks the average illuminance would be expected of 20 lux and a minimum uniformity should exceed 0.25. The authority would consider it more reasonable due to the requirements to be able to recognise objects both in and out of vehicles along with reducing crime and the fear of crime for the U_0 levels to exceed 0.4.

Appendix 2**Standard Maintenance Range of Associated Street Lighting Equipment**

Item	Manufacturer	Model
Column & Paint system		Galvanised steel or aluminium to EN40 medium grade with Permoglaze PPA 571 Gloss Colour Black RAL 9005 (30 Year Life) and a minimum G2 root coat spec.
Illuminated Traffic Bollards	Pudsey Diamond	Solarbol
Illuminated Traffic Signs	Signature/Simmons	Delta(LED) or LUA LED
	Indo	Retro fit LED lamp.
Zebra Crossing Beacon	Signature	3 white/black bands with, yellow globe with Led flash, post 3.1m height above ground level with planted foundation.
Centre Island Beacon	Signature Safe Post	2 white/black bands, opal LED globe, post Hinged 4.7m length, 3.8m height above ground level with planted foundation.
Feeder Pillars	Haldo Lucy Zodion	Pillar with Tri-head Screw
Photo Cell	Lucy Zodion	SS3 35/18 one part PECU mounted in Nema socket
Cut Outs	Lucy Zodion	DPI with BS 88 Fuse(s). Cut out to be rated up to 32A
Underground Cable	Various	XLPE / SWA / PVC 3 Core Copper Cable

Standard Maintenance Range of Street Lighting Lanterns

Manufacturer	Model	Mounting Height	Lamp Wattage	Source
DW Windsor	Windsor Street heritage	All	All	LED
Holophane	QSS	All	All	SON/T+ CDO/TT

Holophane	QSM (IP54 Sealed)	All	All	SON/T+ CDO/TT
Holophane	QSS	All	Up to 150W	SON/T+
Orangetek	Teraled mini CYC preferred residential	All	24 LED	LED
Orangetek	Arialed	All	Various	LED
Holophane	Vector CYC preferred Road class	All	Above 8m	LED

Standard Range of Design and New Scheme Lanterns

Manufacturer	Model	Mounting Height	Lamp Wattage	Source
Orangetek	Teraled Mini	5m, 6m	24 LED	LED
	Arialed	5m, 6m, 8m, 10m	Various	LED
DW Windsor	Windsor	5m, 6m	Various	LED
Holophane	Vector	8m, 10m, 12m	Various	LED

Further to the above

All columns are to be secondary isolated with the 32 A isolator rated at IP33 with a 4 A BS88 MD fuse. Lanterns are to be pre-wired 1.5mm t&e cable or flex to BS 6004 to the DPI. Between the DNO cut out and the DPI the cable is to be 2.5mm single and an earthing block supplied separate with a “safety electrical connection” tag. Earth bonding is to be 6mm green and yellow.

On section 38/ 278 developments/schemes where underground DNO cables are required to be installed in ducting to the required locations the ducting must be black as per DNO specification.

If any street lighting is to be cabled privately due to any constraints of locations, the cables must be SWA XLPE and in Orange ducting as per street lighting requirements. This scenario should only be undertaken when DNO services cannot be achieved and must be authorised by City of York council street lighting department.

The above lists are not exhaustive and alternatives that meet or exceed the current standard of equipment may be used upon agreement with the street lighting team. Discussions should be sought prior to design and installation with agreements on materials potentially negating part of the requirements for commuted sums.

For further guidance contact the Street Lighting Team.

CYC are currently evaluating new LED lanterns in both traditional replica styles and for ME category roads. The attached lists are not exhaustive and subject to change at any time by the authority in retaliation to improvements in technology, financial constraints and regulatory changes e.g. relaxation of rules within the TSRGD for 2015.

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The allocation of DfT funding for CYC is shown below, the 18/19 figures onwards are indicative, all figures are the needs based only element and are not inclusive of the incentive fund.

2015/16	£2.270m
2016/17	£2.081m
2017/18	£2.018m
2018/19	£1.827m
2019/20	£1.827m
2020/21	£1.827m

Our early calculations suggest 100% of our incentivisation element would be c. £121k (based on the 16/17 allocation).

We have carried out the 'dry run' of the DfT questionnaire and this will be followed by the formal return in November where we will need to fully evidence all of our answers and get S151 officer sign off. DfT will validate a number of applications but they have stated that they will not be routinely checking returns.

We are classed as a Band 1 authority following this process, we have worked with the Yorkshire Alliance on this and all 6 authorities are classed as Band 1, however, we all think we are operating at a Band 2 level but due to the way in which the questions are posed we can only confidently evidence Band 1. We have begun to feed this back to DfT and they clearly expected more authorities to be reporting performance in higher bands, this may cause them to re-look at some of the questions.

We believe with some minor changes and review of our operations that we can easily reach band 2 and an action plan will be developed to identify how we do this, our work with the Yorkshire Alliance will also develop a range of outputs that will aid this. Attainment of band 3 require wider review and consideration of the resource required to achieve this.

SECTION 1: CIA SUMMARY
Community Impact Assessment: Summary
1. Name of service, policy, function or criteria being assessed:

Highway Asset Management

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

Evidence led assessment, management and improvement of the council's highway asset infrastructure

3. Name and Job Title of person completing assessment:

Steve Wragg, Flood Risk and Asset Manager

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

Community of Identity affected:

Summary of impact:

5. Date CIA completed: 26/08/2015

6. Signed off by:

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

Name:

Position:

Date:

8. Decision-making body:

Date:

Decision Details:

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

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

Community Impact Assessment (CIA)

Community Impact Assessment Title:
Highway Asset Management

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

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

Community of Identity: Age

Evidence	Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
No bias or inequalities are evident, the management of highway assets is based on evidence led data collation and assessment.		None	None
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer
			Steve Wragg
			26/08/2015

Community of Identity: Carers of Older or Disabled People

Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
Highway asset maintenance and programmes of renewal are based on evidence led data collation and assessment with no preferences made for any user of the network.			None	None
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date
			Steve Wragg	26/08/201

Community of Identity: Disability

Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
All highway assets are assessed as part of routine inspections which identify any actionable defects for repair and the development of an evidence led renewal programme. No community of identity is biased or impacted because of this.			None	None
Details of Impact	<i>Can negative impacts be</i>	Reason/Action	Lead Officer	Completion Date

	<i>justified?</i>			
			Steve Wragg	26/08/2015

Community of Identity: Gender

Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
The management of highway assets is based on evidence led data collation and assessment with programmes of future work and reactive works dictated by this evidence. No bias or inequalities are evident because of this			None	None
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date
			Steve Wragg	26/08/2015

Community of Identity: Gender Reassignment

Evidence	Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
No bias or inequalities are evident, the management of highway assets is based on evidence led data collation and		None	None

assessment.				
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date
			Steve Wragg	26/08/2015

Community of Identity: Marriage & Civil Partnership

Evidence	Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)	
The collation of highway asset data does not discriminate on any particular group of users, investment decisions are made purely on the asset data that is gathered.		None	None	
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date
			Steve Wragg	26/08/2015

Community of Identity: Pregnancy / Maternity

Evidence	Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
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All highway assets are assessed as part of routine inspections which identify any actionable defects for repair and the development of an evidence led renewal programme. No community of identity is biased or impacted because of this.			None	None
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date
			Steve Wragg	26/08/2015

Community of Identity: Race				
Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
The management of highway assets is based on evidence led data collation and assessment with programmes of future work and reactive works dictated by this evidence. No bias or inequalities are evident because of this			None	None
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date
			Steve Wragg	26/08/2015

Community of Identity: Religion / Spirituality / Belief

Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
Highway asset maintenance and programmes of renewal are based on evidence led data collation and assessment with no preferences made for any user of the network.			None	None
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date
			Steve Wragg	26/08/201

Community of Identity: Sexual Orientation

Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
Investment decisions are based purely on highway asset data, no user groups are given preference or are impacted because of this, all users are treated equally.			None	None
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

			Steve Wragg	26/08/2015
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Executive

24 September 2015

Report of the Leader and Deputy Leader of the Council

Draft Council Plan 2015-19: Report on the Consultation Exercise

Summary

1. This report summarises the findings of the recent consultation on the Council Plan and proposes some amendments.

Recommendations

2. Members are asked to:
 - a) note the results of the consultation process
 - b) approve the changes proposed which have been incorporated in the updated Annex B
 - c) refer the plan to Full Council for adoption

Reason: To ensure that the Council Plan incorporates residents views.

Background

3. The Council Plan sets out the priorities for the Council for the next four years. It is based on the priorities of the new administration and the Council's statutory responsibilities.

The Plan is built around 3 key priorities:

- **A Prosperous City For All.**
- **A Focus On Frontline Services.**
- **A Council That Listens To Residents**

Consultation results

4. Consultation took place during July and August 2015 and full details of the approach and results are contained in Annex A. The complete set of responses will also be made available on the Council's website in due course. Feedback from residents identified a number of themes. Residents had difficulty understanding the plan and this may be related to the format in which it was presented. Once the plan is agreed it is important it is presented in an easy to understand format. It was clear that many residents did not understand the term 'frontline services' therefore it is important that the plan, once agreed makes this clear.
5. However, there was broad support for the overall aims contained in the sections on prosperity and **frontline services**. Residents made many comments about the council itself and how it currently works with suggestions on greater collaboration and reduction of duplication between organisations. Prioritisation was seen as key however services might be delivered. There still seems to be an untapped capacity for support from residents in volunteering or being involved in other ways such as giving feedback. This came out strongly in the online consultation and in the Children and Young People's Plan consultation.
6. There were areas that residents felt were omitted or under-represented in the plan and should feature more. It was felt that transport and housing did not come out strongly enough. Transport also featured as an important issue in the Children and Young People's consultation. Many residents took a pragmatic view on tourism saying we need to promote the city more and encourage tourism although they also felt this should not be at the expense of residents. Health and social care was rated as the most important service and wider wellbeing issues were mentioned in the Children and Young People's consultation. Environmental issues such as waste and recycling were mentioned as important and an area where residents could make a difference working with the council.

Proposed changes

7. Two areas identified as under-represented in the plan should be strengthened
 - Transport (across all issues both infrastructure and access to modes of transport) to support prosperity
 - Housing (balancing development with clear housing need)

In addition other strategic level work whilst not part of this consultation process identified the need for York to take more of leading role both

regionally and nationally. This should be better reflected in the aspiration of the Council Plan.

8. In order to improve clarity three additional changes could be made
 - Under a focus on frontline services - combine the final two points on clean and safe environments to read
 - *Ensure the city centre, villages and neighbourhoods are clean and safe environments*
 - Under a Prosperous City for All – consider changing the text that reads
 - Ensure business cases for capital projects are assessed in a robust and evidence-based way to read *all projects*
 - Under a Council that listens to residents – split the text into the same format as the other two priorities to ensure a consistent format.

These changes have been incorporated into Annex B

Next Steps

9. Once approved by Full Council, the Plan will be made available for residents, businesses and stakeholders in an appropriate accessible format by December this year. The priorities reflected in the Council Plan and the agreed Budget will be embedded into the approach to Service Planning for 2016/17. The resulting Service Plans will be made available through the council's website when completed by 1 May 2016.
10. As the Council Plan reflects a wide breadth of service delivery it needs an accurate, transparent and easy to understand set of performance measures. The Business Intelligence team is now working on a proposal for a scorecard alongside reviewing available measures. Once the Council Plan is agreed delivery plans will be developed alongside service plans with performance management processes put in place. The intention would be to ensure this is transparent by using the Open Data platform.

11. Implications

a) Financial

The priorities reflected in the Plan will be taken forward through the Budget process which will determine relative priorities and funding pressures.

b) Human Resources (HR)

The Council Plan will inform future development of the Workforce Development Strategy. It will also, through the service planning process, inform individual staff Performance Development Reviews, establishing the clear link between the Council's strategic objectives, and the work of every member of staff.

c) Equalities

Initiation of work to deliver the priorities set out in the Plan will be subject to the usual equalities impact assessments.

d) Legal

None

e) Crime and Disorder

None

f) Information Technology (IT)

None.

g) Property

None

h) Other

None

Risk Management

12. Risks to delivery of the priorities set out in the Plan will be identified and managed through service planning and, where appropriate, reflected in the Corporate Risk Register

Contact Details

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Chief Officer Responsible for the report:

Steve Stewart
Chief Executive

David Walmsley
Office of the Chief
Executive.
01904 555326

Report Approved

Date 14 September 2015

Specialist Implications Officer(s) *List information for all*

Financial: Ian Floyd
Director of Customer & Business Support Services

Legal : Andrew Docherty
Assistant Director Governance & ICT

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

All

Attachment:

Annex A – Consultation Report
Annex B - Draft Council Plan 2015-19

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Results of Council Plan Consultation

Summary – Key Points

1. There was general broad support for the aims identified. Some groups and individuals would like to see more on certain issues but there were few clear trends. People said while supporting the overall aims they would like to see more detail and measures. Other trends were
 - Need for greater collaboration with a wide range of partners
 - Reduction of duplication between organisations
 - Prioritisation of core services however they might be delivered.
 - Save money and being more efficient
 - Opportunities to involve residents more for feedback and involvement in groups or in volunteering
2. In terms of omissions it was felt that transport did not come out strongly enough in the plan, it was also felt that housing was under-represented. Environmental issues such as waste and recycling were mentioned in answer to all questions and seen as one area where residents could work with the council to make improvements. While health and social care was rated as one of the most importance services there were fewer comments. However, those that made comments raised issues around mental health provision and more joined up working between the council and the health sector. There was a reasonably equal mix of those saying the council needs to promote the city more and encourage tourism alongside those saying more focus needs to be placed on residents. Online responses were more likely to highlight the importance of tourism to the city.

Background

3. Consultation was undertaken on the draft Council Plan in response to a decision by Executive in June 2015. Questions were decided in consultation with Executive members. These were intentionally broad in order to enable people to make detailed comments if they wished.

Approach

4. In order to get as much input as possible a number of methods and promotion were used. Residents were advised of options via press, social media, libraries, sent to parish councils, residents associations, equality groups, and community contacts and in newsletters. An online consultation was available from 6 July to 26 August 2015. Four facilitated drop in sessions ran at West Offices to enable residents to give views. Comment sheets were also available at all libraries. The consultation was advertised in the Our City newsletter and a freepost address given alongside an email address for comments. As no Ward Committees ran during this period it was not possible to consult residents via that mechanism.
5. A staff engagement event was also held and the Council Plan was discussed at the senior managers Service to City meeting in July. As the Children and Young People's Plan consultation was already being undertaken with final results expected mid September it was decided any emerging issues could be fed into this report.
6. Businesses were encouraged to submit views and the Council Plan was an item on the Economic Partnership Meeting for discussion. In addition other strategic work has been undertaken with businesses on related issues and this will continue. Early suggestions are that businesses would like to see York taking more of a lead role both regionally and nationally.

Findings

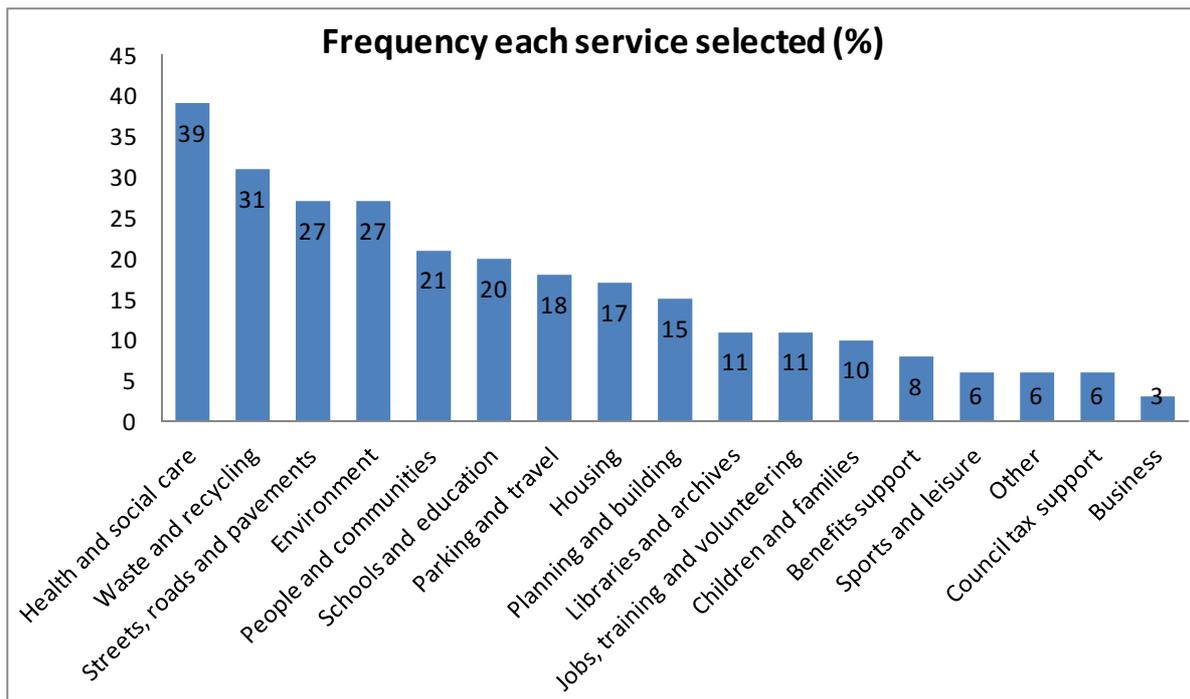
7. Online Consultation

344 responses were received although not everyone answered each question. Numbers answering are detailed in the question responses below. The majority responding were individuals – 299, with 14 representing community groups, 11 business owners, 9 other and 11 who did not say. Other included some parish councils and charity/community groups.

8. The ward breakdown is shown below. There are insufficient numbers to draw any conclusions on differences between wards.

WARD	Count
Micklegate	41
Not known	40
Guildhall	33
Holgate	27
Acomb	22
Fishergate	17
Westfield	16
Wheldrake	16
Clifton	15
Huntington and New Earswick	15
Strensall	13
Heworth	12
Rawcliffe and Clifton Without	12
Dringhouses and Woodthorpe	11
Osbalwick and Derwent	10
Rural West York	9
Haxby and Wigginton	8
Hull Road	8
Heworth Without	6
Bishopthorpe	5
Fulford and Heslington	5
Copmanthorpe	3
TOTAL	344

9. People were asked to select up to three service areas that were most important to them and their family. Across all age groups health and social care came out as the most frequently chosen. Waste and recycling was the next most selected service among all age groups. However if all transport related issues are combined this would come out as the most selected issue.
10. Health and social care was the most chosen service by both men and women. The second most selected by female respondents was waste and recycling (37%) followed by people and communities (27%). For male respondents the next most selected services were streets, roads and pavements (36%) followed by waste and recycling (29%). Benefits support along with sports and leisure was more frequently selected by groups 26-35 and 36-45. The 60+ and 46-60 years selected environment more often than the other age groups. Housing and parking were seen as important for the 36-45 age group.



Protecting frontline services

11. Number of responses 200 (58%). Of those 17 said it was not clear what frontline services meant so they were unable to give a view. Key themes that came out were the need to prioritise better, and to collaborate more. Around 10% felt the council should seek to learn from good practice elsewhere and work more in partnership with others councils, other local partners and voluntary and community groups. As many people thought the council should increase council tax as those that thought it should not. Reducing management, reducing use of consultants and reducing spending were all mentioned. A number thought the council still had some potential to increase income outside of increasing council tax, while a few felt more should be invested in prevention. Despite health and social care being identified as a key service by so many people there were few related comments. Nine mentioned the need to ensure vulnerable people continue to be supported.

A prosperous city for all

12. Number of responses 175 (51%). Themes that came out in responses were; transport (for businesses, residents and tourists), housing (with comments on green belt land but a recognition of the need for affordable housing), ensuring that good quality jobs are

available and encouraging all employers to pay the Living Wage. Business rates and support for small and start up businesses across the city was mentioned as was the need to better promote the city for businesses and tourism. A number of people said York needs to be realistic in understanding its status as a tourist city and working to make more of this. However some people felt that the city focuses too much on tourists and students. 6 people mentioned the importance of health to being a prosperous city.

What residents and others could do to help achieve the aims?

13. Number of responses 153 (44%). Themes and general suggestions included volunteering, promoting the city and giving feedback/engaging. Volunteering was mentioned by 38 (25%). Some said they already volunteered or would consider it and others simply suggested it as a way to help York achieve its aims. 21 were keen to participate by engaging with online consultations or attending ward committees. Promoting the city as a place to live and/or visit was put forward by 10 people although this came out more strongly in relation to the prosperous city theme. 16 people felt there was nothing they could do for a number of reasons, for example the belief that they did enough already or felt it was not up to them. 11 people said they were unable to make suggestions because they could not think of anything or felt the draft Council Plan too vague.
14. Overall there is a core of people that would be keen to get involved while others just want to see transparency and prioritisation of resources.
15. Of the 344 people that completed the survey 217 completed some of the equalities questions. The breakdown of gender was

Male 101, Female 91, prefer not to say 25.

The age breakdown of the 216 people that answered the equalities questions was as follows

18 -25	6
26 -35	27
36 - 45	30
46 -60	57

60 +	66
Not stated	30

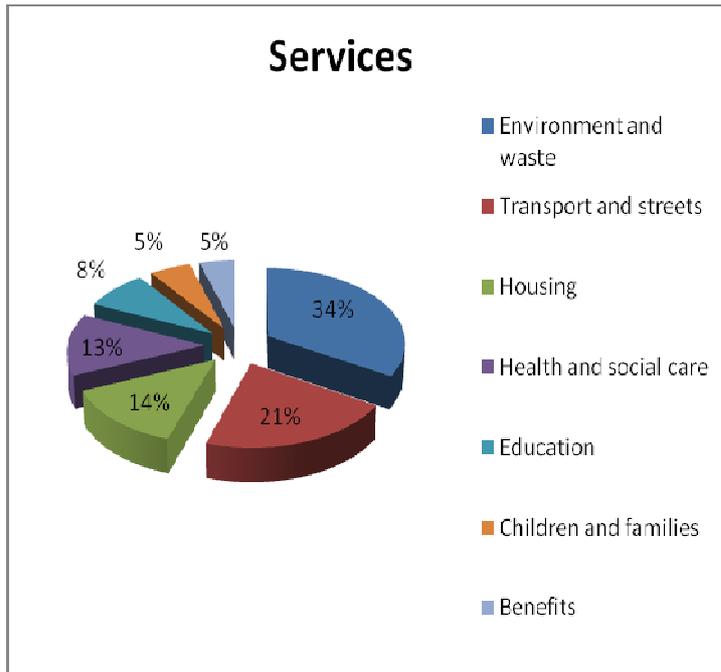
This profile is similar to other surveys undertaken in the past where completion rates of surveys increase with age.

Face to Face Consultation

16. Over the four days that drop in sessions were held a total of 184 people were seen. However, only around a dozen of these had come in specifically to give comments on the draft Council Plan. Several of those took away a draft plan to look at in more detail; they may subsequently have completed the online survey. The others were people coming into the Customer Centre who we approached and asked for views.
17. Some caution needs to be taken with results from the face to face work as the reason people were visiting the Customer Centre may have been reflected in their views on key services. It was noticeable that items in the news such as art gallery, museums and changes to bus services were mentioned frequently. In order to control for this a breakdown of the reasons people came in was obtained.
18. What was clear from discussion was that many people are unclear what the term 'frontline services' means. In some cases they mentioned NHS and police as frontline services rather than council services. A significant number had limited understanding of the services the council provides.
19. The ward breakdown of those spoken to is shown below. There are not a sufficient number from each to draw any conclusions about differences between wards.

WARD across all 4 days	COUNT
Unknown/Not given/non York	26
Micklegate	25
Guildhall	20
Acomb	15
Clifton	15
Heworth	11
Holgate	11
Westfield	9
Osbalwick and Derwent	7
Huntington and New Earswick	6
Rural West York	6
Dringhouses and Woodthorpe	5
Rawcliffe and Clifton Without	5
Fishergate	4
Fulford and Heslington	4
Haxby and Wigginton	4
Hull Road	3
Strensall	3
Copmanthorpe	2
Heworth Without	2
Bishopthorpe	1
Wheldrake	0
TOTAL	184

20. The Services people mentioned as most important to them across all the four sessions is shown below.



The reasons for visit to the Customer Centre on the days that the consultation took place showed a link with transport and travel coming out in both. Housing issues were mentioned in comments and were also a key reason for visits to the council.

21. In terms of **protecting frontline services** those that commented were in favour of the council looking at staffing, reducing managers and planning better in future. Some felt as an organisation the council could change to meet needs by working more flexible hours and working more with other organisations.
22. On **prosperity** most important theme was around jobs, Living Wage and ensuring young people were skilled to take on opportunities. Other issues highlighted were the need to promote tourism and the city better alongside the need to do more for residents. There was a reasonably equal split on tourism/residents. Parking came out strongly (but this may be due to reasons for coming to Customer Centre)
23. In terms of **residents helping to achieve the aims** the most frequent answer was volunteering, with people reporting they already volunteer or that they would be interested in doing so (33). 11 mentioned they would like to be involved in giving more feedback to the council, 7 said they could recycle more and 3 said

they could better promote the city. 7 said this was a council responsibility.

Children and Young People

24. The emerging issues from the consultation on the Children and Young People's Plan fit with the Council Plan aims around access to opportunities. Children raised some of the same issues as adults with many wanting improvements to the cleanliness and condition of roads and pavements in their local area. Transport around the city was highlighted as an issue; particularly traffic and the cost of transport to access activities or services. Young people said that they wanted to be able to play a bigger part in their community and to have access to more volunteering opportunities. Generally young people, parents and carers felt that York is a safe place and a good place to live and grow up, however a few raised issues about the city or local area.
25. Other issues mentioned by children which relate to the Council Plan included
 - **Health and wellbeing** - This ranged from access to sporting facilities, healthy eating, inclusion of disabled children and young people, the importance of friendships, places to just be with friends, bullying and mental health. Disabled children and young people and their parents and carers identified they would like to see York become a more inclusive city.
 - **Early Help** - The priority of early help was strongly endorsed by families and practitioners. Children, young people, parents and carers all valued strong and supportive communities. Particular value was placed on the importance of access to activities and parks and open spaces.
 - **Supporting all** - young people said they did not want to be labelled (e.g. young carer, looked after child, disabled) rather than seen first as a person with hopes, dreams and aspirations. They highlighted that they want support to make sure they are ready for the future at key transitions and into adult life. As well as thinking about tomorrow, children and young people also said that they want help and support with their lives now to help them to achieve and be happy.

Additional Comments

26. Comments were received from the following organisations YREN, York Civic Trust, Theatre Royal, York Older People's Assembly, Elvington Parish Council, Strensall Parish Council, Church of the Holy Redeemer Parochial Church Council, York St Johns University, York Green Party. While all were supportive of the aims they felt more detail was needed. Many of them thought we could involve organisations like theirs to a greater degree going forward. A further 24 comments were sent in from residents direct and 2 from staff. These matched other comments received online and face to face.

Staff Engagement

27. Twenty staff with a mix from frontline and other services attended the engagement session. Overall they felt that the aims were very broad and did not explain what is statutory and what is not. They felt there were some omissions around; transport infrastructure other than bus services, affordable housing, and equality/inclusion. There was some discussion whether prosperity is a suitable word to use as it sends a message that York is a rich city and people can be disconnected from this.
28. Staff thought we need to stress engagement with residents rather than listening to residents as we can't meet all expectations. In future residents will need to do more for themselves and the council needs to be more open both about this and about the financial challenges we will continue to face. A first step would be to outline the responsibilities of the council and individuals. Better communication was stressed in explaining to people what the council does.
29. At the senior managers session staff made comments that more focus needed to be placed on partnership working. They also stressed the need for residents to be made more aware of the clear financial and resource challenges the council faces. Both groups of staff felt the council could take more of a role in leading work with other organisations such as working across borders. Both highlighted the need to link budget plans, workforce strategy and financial strategy to the Council Plan.

York is a great place to live. We want all residents in the city and its surrounding villages to share in the benefits of York's success, enjoying healthy, active and independent lives, whatever their ages. We face a challenging time, with expected reductions in local Government funding and increasing demand for services. City of York Council will make the tough decisions required on finances so that we continue to support key frontline services and work with residents, partners and businesses to ensure that everyone in the city can achieve their full potential. Our key priorities are:

A PROSPEROUS CITY FOR ALL	A FOCUS ON FRONTLINE SERVICES
<p>Aim: A city where:</p> <ul style="list-style-type: none"> • Local businesses can thrive • Residents have the opportunity to get good quality and well paid jobs • Residents can access affordable homes while the greenbelt and unique character of the city is protected • Everyone is supported to achieve their full potential • Efficient and affordable transport links enable residents and businesses to access key services and opportunities • Environmental Sustainability underpins everything we do • Everyone who lives in the city can enjoy its unique heritage and range of activities. • Visitors, businesses and residents are impressed with the quality of our city. 	<p>Aim: A city where:</p> <ul style="list-style-type: none"> • All York's residents live and thrive in a city which allows them to contribute fully to their communities and neighbourhoods • Delivering frontline services for residents is the priority • All children and adults are listened to, and their opinions considered • Everyone has access to opportunities regardless of their background • Support services are available to those who need them • Every child has the opportunity to get the best possible start in life • Residents are encouraged and supported to live healthily • Residents are protected from harm, with a low risk of crime
<p>What you will see:</p> <ul style="list-style-type: none"> • Dedicated support for local small businesses • Continued support for high value sectors, including the green economy • York continues to have high employment and the Living Wage is promoted • A local plan that delivers housing and development while protecting the Green Belt. • An increase in the percentage of waste recycled • Steps taken to improve air quality • Continued inward investment in transport 	<p>What you will see:</p> <ul style="list-style-type: none"> • Residents feel that their views have been listened to. • Residents are happy with the frontline services that they receive. • A smaller gap in the attainment levels between the highest achievers and the most vulnerable groups • Residents controlling their own care, and enjoying integrated care from the council and NHS. • Vulnerable people are safe and feel safe

In the next four years we will:

- Prepare an evidence-based Local Plan that will meet housing need and commercial need, focusing on brownfield land and taking all practical steps to protect the Green Belt and York's character.
- Ensure business cases for all projects are assessed in a robust and evidence-based way.
- Help local businesses to achieve their potential including through Make it York.
- Work to ensure York gets the best deal from all regional partners, including in relation to investment in transport infrastructure.
- Promote financial inclusion by supporting the Living Wage, supporting voluntary organisations and developing financial inclusion work with measurable outcomes.
- Increase employers' involvement with education and communities so that all children and young people can achieve good outcomes and make the most of their talents and skills
- Develop a long term plan to increase recycling rates and cut the city's carbon emissions.
- Re-establish a Green Jobs Task Group.
- Work towards plans for 'One Planet Living'
- Support rural bus services and others where there is most need.

In the next four years we will:

- Put children at the heart of everything we do.
- Work with local partners, such as schools, to ensure that pupils from disadvantaged backgrounds get extra support.
- Work with schools and partners to make sure everyone can achieve a healthy and prosperous life, no matter what their background is.
- Use all our services to protect children and adults from abuse and exploitation.
- Reintroduce Ward Committees with increased funding, so that communities can make more decisions about local services.
- Complete a 'bottom-up' review of health and adult social care to ensure a joined-up approach is taken across services and that the service is firmly people focused.
- Work with the NHS to provide support for people to avoid or deal with mental health issues.
- Help everyone to understand how they can live healthier lives and avoid problems from things like alcohol, smoking and being over-weight.
- Ensure valued community facilities are protected.
- Improve the council's Customer Centre to ensure residents' queries are responded to quickly and effectively.
- Ensure the city centre, villages and neighbourhoods are clean and safe environments

A COUNCIL THAT LISTENS TO RESIDENTS	Our purpose is to be a more responsive and flexible council that puts residents first and meets its statutory obligations
Internally	<p>Aim:</p> <ul style="list-style-type: none"> • Focus on the delivery of frontline services for residents and the protection of community facilities. • Focus on cost and efficiency to make the right decisions in a challenging financial environment. <p>What you will see:</p> <ul style="list-style-type: none"> • That we always consider the impact of our decisions, including in relation to health, communities and equalities. • Use of evidence-based decision making. • Improved efficiency, streamlined council management, and we will always look to take government grants on offer to freeze Council Tax. <p>In the next four years we will:</p> <ul style="list-style-type: none"> • Promote a new model of governance, with the Executive to replace the cabinet and a new cross-party scrutiny and policy committee approach. • Implement the outcomes of our review on governance, transparency and public engagement • Promote mutual respect between officers and members with clearly defined roles for each. • Be entrepreneurial, making the most of commercial opportunities. • Cut red tape and make it easier for small businesses to bid for council contracts • Build the culture we need and attract, retain and develop colleagues.
With Communities & Partners -we will	<p>Aim:</p> <ul style="list-style-type: none"> • Celebrate and champion the diversity of our population and encourage everyone to play an active role in the city. <p>What you will see:</p> <ul style="list-style-type: none"> • Work with all public sector bodies in the city and the region to make sure we get the most from collective public expenditure in York • We will be transparent in all we do, including being clear with communities and partners about the scale of the financial challenges we face. <p>In the next four years we will:</p> <ul style="list-style-type: none"> • Work with parish councils, resident associations and other organisations to deliver the best services for residents. • Provide excellent customer service. • Engage with our communities, listening to their views and taking them into account.
In the region and nationally – we will	<p>Aim:</p> <ul style="list-style-type: none"> • Take the lead on working with partners to make the case for more local power over our finances and future so we have greater control. <p>In the next four years we will:</p> <ul style="list-style-type: none"> • Invest in external partnerships that support the local economy and lead to direct outcomes for residents.

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