

EXECUTIVE

Wednesday, 17 March 2021

4.30 pm

Virtual Meeting

Membership: Councillors Ric Metcalfe (Chair), Donald Nannestad (Vice-Chair), Chris Burke, Bob Bushell, Rosanne Kirk and Neil Murray

Officers attending: Angela Andrews, Democratic Services, Kate Ellis, Jaclyn Gibson, Daren Turner, Simon Walters and Carolyn Wheeler

Virtual Meeting

To join this virtual meeting please use the link below:

<https://zoom.us/j/99817875647?pwd=Q0UrYy84eDljRitUV2RIUG5ER3o2dz09>

Meeting ID: **998 1787 5647**
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Alternatively, please join the meeting via telephone by calling **0330 088 5830**.

A G E N D A

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MINUTES AND EXTRACTS	
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2. Declarations of Interest	
Please note that, in accordance with the Members' Code of Conduct, when declaring interests members must disclose the existence and nature of the interest, and whether it is a disclosable pecuniary interest (DPI) or personal and/or pecuniary.	
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OUR PEOPLE AND RESOURCES

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| 6. The CIPFA Financial Management Code | To Follow |
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QUALITY HOUSING

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You are asked to resolve that the press and public be excluded from the meeting during the consideration of the following items because it is likely that if members of the press or public were present, there would be disclosure to them of 'exempt information'.

In accordance with the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012, notice is hereby given of items which will be considered in private, for which either 28 days' notice has been given or approval has been granted by the appropriate person specified in the Regulations. For further details please visit our website at <http://www.lincoln.gov.uk> or contact Democratic Services at City Hall, Beaumont Fee, Lincoln.

These items are being considered in private as they are likely to disclose exempt information, as defined in Schedule 12A of the Local Government Act 1972. No representations have been received in relation to the proposal to consider these items in private.

SECTION B

QUALITY HOUSING

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| 11. Housing Delivery Programme - Rookery Lane | 229 - 240 |
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OUR PEOPLE AND RESOURCES

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| 12. Exchange of Properties between Housing Revenue Account and General Fund | 241 - 252 |
| | [Exempt Para(s) 3] |
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| | [Exempt Para(s) 1, 2] | |
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| 16. | Management of Change - Detailed Case for Restructure of Systems Team | 295 - 320 |
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Present: Councillor Ric Metcalfe (*in the Chair*),
Councillor Donald Nannestad, Councillor Chris Burke,
Councillor Bob Bushell and Councillor Rosanne Kirk

Apologies for Absence: Councillor Neil Murray

72. Confirmation of Minutes - 18 January 2021

RESOLVED that the minutes of the meeting held on 18 January 2021 be confirmed.

73. Declarations of Interest

No declarations of interest were received.

74. Medium Term Financial Strategy 2021 - 2026

Purpose of Report

To recommend to the Executive the draft Medium Term Financial Strategy for the period 2021-2026, the budget for 2021/22 and the Capital Strategy 2021-2026 for referral to Council.

Decision

Executive recommended to Council for approval:

- The Medium Term Financial Strategy 2021-2026, and;
- The Capital Strategy 2021-2026

Including the following specific elements:

- A proposed Council Tax increase of 1.9% for 2021/22.
- The Council is member of the Lincolnshire Business Rates Pool in 2021/22.
- The General Fund Revenue Forecast 2021/22-2025/26 as shown in Appendix 1 and the main basis on which this budget has been calculated (as set out in paragraph 4).
- The General Investment Programme 2021/22-2025/26 as shown in Appendix 2, and the main basis on which the programme has been calculated (as set out in paragraph 6).
- The Housing Revenue Account Forecast 2021/22-2025/26 as shown in Appendix 3 and the main basis on which this budget has been calculated (as set out in paragraph 5).
- The Housing Investment Programme 2021/22-2025/26 as shown in Appendix 4, and the main basis on which the programme has been calculated (as set out in paragraph 7).

Alternative Options Considered and Rejected

None.

Reason for Decision

The financial landscape for local government presented an unprecedented challenge to the Council. The Covid19 pandemic was having immediate effects on the Council's budgets as a result of increases in spending on local services and plummeting income from sales, fees and charges and commercial activities. Beyond the immediate impact the crisis would cast a longer term shadow on the Council's finances. The Government had pumped billions of pounds into the economy to support the response phase of the pandemic and to protect jobs and services. In the medium-term the levels of additional national borrowing and the UK's budget deficit would need to be managed down at the same time as meeting ongoing needs to invest in recovery to achieve the growth required to repay the national deficit. The Government's strategy to address this challenge was not yet known, nor what it would mean for local government funding more generally. Furthermore, there remained potential longstanding impacts on the Council's local income sources if behaviour, working practices and spending patterns in the city continued to change.

Further to consideration of the Medium Term Financial Strategy 2021-2026 and the budget and Council Tax proposal for 2021/22 at the meeting of the Executive held on 18 January 2021, the initial draft had been subject to public consultation and scrutiny via the Council's Budget Review Group. In addition, an all member workshop was undertaken during January 2021 to ensure that as large a number of members as possible had the opportunity to fully understand the financial position of the Council.

The minutes of the Budget Review Group's meeting held on 3 February 2021 were appended to the report and it was noted that the Group had supported the Medium Term Financial Strategy in terms of its principles and the process that had been followed to develop it. A small number of responses to the public consultation had been received, which were largely in favour of the budget proposals.

Councillor Ric Metcalfe, on behalf of the Executive, thanked the Chief Finance Officer and her team for the huge amount of work they had done in relation to the Medium Term Financial Strategy and budget.

75. Council Tax 2021/22

Purpose of Report

In light of the report on the Medium Term Financial Strategy, which appeared elsewhere on this agenda, the report set out the City Council's Council Tax requirement and, together with the requirements of the County Council and the Police and Crime Commissioner, allowed Members to make a formal recommendation to Council for the overall levels of Council Tax for 2021/22.

Decision

That Council be recommended to:

- (1) Accept the 4 January 2021 Executive recommendation that the Council Tax Base for 2021/22, as calculated in accordance with The Local Authorities (Calculation of Council Tax Base) (England) Regulations 2012, be 24,372.38.
- (2) Calculate the following amounts for the year 2021/22 in accordance with Sections 31 to 36 of the Local Government Finance Act 1992:
 - a) £116,497,330 being the aggregate of the amounts which the Council estimates for the items set out in Section 31A(2) of the Act taking into account all precepts issued to it by Parish Councils.
 - b) £109,541,700 being the aggregate of the amounts which the Council estimates for the items set out in Section 31A(3) of the Act.
 - c) £6,955,630 being the amount by which the aggregate at 2(a) above exceeds the aggregate at 2(b) above, calculated by the Council in accordance with Section 31A(4) of the Act as its Council Tax requirement for the year. (Item R in the formula in Section 31A (4) of the Act).
 - d) £285.39 being the amount at 2(c) above (Item R), all divided by Item T (1 above), calculated by the Council, in accordance with Section 31B(1) of the Act, as the basic amount of its Council Tax for the year (including Parish precepts).
 - e) £0 being the aggregate amount of all special items (Parish precepts) referred to in Section 34(1) of the Act
 - f) £285.39 being the amount at 2(c) above less the amount at 2(e) above, all divided by the amount at 1 above, calculated by the Council in accordance with Section 33(1) of the Act, as the basic amount of its Council Tax for the year

g) **City of Lincoln Council**

A	B	C	D
£190.26	£221.97	£253.68	£285.39
E	F	G	H
£348.81	£412.23	£475.65	£570.78

being the amounts given by multiplying the amount at 2f) above by the number which, in proportion set out in Section 5(1) of the Act, is applicable to dwellings listed in a particular band divided by the number which in proportion is applicable to dwellings listed in Valuation Band D, calculated

by the Council, in accordance with Section 36(1) of the Act, as the amounts to be taken for the year in respect of categories of dwellings listed in different bands.

- (3) That it be noted that for the year 2021/22 Lincolnshire County Council have provisionally stated the following amounts in precepts issued to the Council, in accordance with the dwelling bandings shown below:

Lincolnshire County Council			
A	B	C	D
£909.44	£1,061.01	£1,212.59	£1,364.16
E	F	G	H
£1,667.31	£1,970.45	£2,273.60	£2,728.32

- (4) That it be noted that for the year 2021/22 Police Crime Commissioner Lincolnshire have provisionally stated the following amounts in precepts issued to the Council, in accordance with the dwelling bandings shown below:

Police & Crime Commissioner Lincolnshire			
A	B	C	D
£177.54	£207.13	£236.72	£266.31
E	F	G	H
£325.49	£384.67	£443.85	£532.62

- (5) That having calculated the aggregate in each case of the amounts at 2g, 3 and 4 above, the Council, in accordance with Section 30(2) of the Local Government Finance Act 1992, hereby sets the following as the amounts of Council Tax for the year 2020/21 in accordance with the dwelling bandings shown below

Total Council Tax Charge 2021/22			
A	B	C	D
£1,277.24	£1,490.11	£1,702.99	£1,915.86
E	F	G	H
£2,341.61	£2,767.35	£3,193.10	£3,831.72

Alternative Options Considered and Rejected

None.

Reason for Decision

In terms of the City Council requirement for 2021/22, the net General Fund budget requirement as set out in the Medium Term Financial Strategy report totalled £978,410 which included a contribution to balances of £477,240.

For 2021/22 a Council Tax increase of 1.90% had been applied, with the Council Tax requirement for 2021/22 noted as £6,955,630. By reference to the Band D level, the 2021/22 Council Tax would rise by £5.31 to £285.39 per annum, with the range of Council Taxes for bandings set out in paragraph 2.4 of the report.

The requirements of Lincolnshire County Council and the Lincolnshire Police and Crime Commissioner were also set out in the body of the report.

76. Prudential Indicators 2020/21 - 2023/24 and Treasury Management Strategy 2021/22

Purpose of Report

To provide the Executive with an opportunity to consider the adoption of the 15 statutory prudential indicators and eight local indicators for the period 2020/21 to 2023/24, together with the 2021/22 Treasury Management Strategy prior to reporting to Council for final approval.

Decision

Executive recommended to Council for approval:

- (1) The Prudential Indicators detailed in paragraph 4.1 and Appendix 1 of the report.
- (2) The Treasury Management Strategy, including the treasury management prudential indicators and the Investment Strategy, set out in paragraph 4 and Appendix 3 of the report.
- (3) The revised Minimum Revenue Provision Policy in Appendix 2 of the report.

Alternative Options Considered and Rejected

None.

Reason for Decision

The report set out the operation of the Council's prudential indicators, its treasury function and its likely activities for the forthcoming year which incorporated the following key reporting requirements:

- Prudential and Treasury Indicators – the reporting of the statutory prudential indicators together with local indicators, in accordance with the requirements of the CIPFA Prudential Code for Capital Finance in Local Authorities and the CIPFA Treasury Management Code of Practice;
- Minimum Revenue Provision Statement – the reporting of the Minimum Revenue Provision Policy which set out how the Council would pay for capital assets through revenue each year (as required by regulation under the Local Government Act 2003);
- Treasury Management Strategy – which set out how the Council's treasury activity would support capital decisions, the day-to-day treasury management and the limitations on activity through treasury prudential indicators. The key indicator was the Authorised Limit, the maximum amount of debt the Council could afford in the short term, but which would not be sustainable in the longer term. This was the Authorised Borrowing Limit required by Section 3 of the Local Government Act 2003 and was in accordance with the CIPFA Code of Practice on Treasury Management and the CIPFA Prudential Code;
- Investment Strategy – this was included within the Treasury Management Strategy and set out the criteria for choosing investment counterparties and limiting exposure to the risk of loss (reported annually in accordance

with the Ministry of Housing, Communities Local Government (MHCLG) Investment Guidance).

The Council adopted the CIPFA Code of Practice on Treasury Management (revised December 2017) on 2 March 2010, together with the Treasury Management Policy Statement. The Treasury Management Policy & Practices (TMP's) were updated annually to reflect the Treasury Management Strategy approved by Council and to reflect any changes in staffing structures or working practices of the treasury function as attached at Appendix 4 of the report.

77. Financial Performance - Quarterly Monitoring

Purpose of Report

To present the third quarter's performance on the Council's General Fund, Housing Revenue Account, Housing Repairs Service and Capital Programme, specifically including the financial impact of the Covid19 pandemic.

Decision

Executive:

- (1) Noted the progress on the financial performance for the period October to 31st December 2020 and the projected outturns for 2020/21 and the impact of Covid19 on the Council's financial position.
- (2) Noted the underlying impact of the pressures and underspends identified in paragraphs 3.2 (and Appendix B), 4.3 (and Appendix D) and 5.2 of the report.
- (3) Approved the proposed contributions to earmarked reserves as set out in paragraph 3.13 and 3.14 of the report.
- (4) Approved the proposed transfer between earmarked reserves as set out in paragraph 6.2 of the report.
- (5) Approved the changes to the General Investment Programme and Housing Investment Programme as approved by the Chief Finance Officer and detailed in paragraphs 7.3 and 7.10 respectively of the report.
- (6) Approved the changes to the Housing Investment Programme as detailed in paragraph 7.11 of the report.

Alternative Options Considered and Rejected

None.

Reason for Decision

Covid19 had taken its toll on the financial resilience of the Council as income streams had plummeted and there had been a requirement to incur costs to ensure services were being provided throughout this difficult period and to respond to consequences of the pandemic. The impacts of this were not simply restricted to the current financial year but would have a significant impact over the period of the MTFS and possibly beyond

Despite a financial support package announced by the Government the General Fund and HRA could not absorb the level of budget shortfalls without having to take some measures to reduce some areas of expenditure. These measures, approved at Q1, would allow the Council to be able to continue to deliver its critical services and to ensure its balances remained at an adequate level to provide resilience for future years.

Updates were reported as follows:

General Fund Revenue Account

For 2020/21 the Council's net General Fund revenue budget was set at £12,963,220, including a planned contribution from balances of £286,310 which resulting in an estimated level of general balances at the year-end of £2,522,188, after allowing for the 2019/20 outturn position.

The General Fund summary was currently projecting a forecast underspend of £122,723, (as set out in Appendix A of the report), resulting in general balance at the year-end of £2,645,911, (subject to any final contributions to earmarked reserves). There were a significant number of forecast year-end variations in income and expenditure against the approved budget, primarily as a result of Covid19 along with variances arising from measures taken to address the budget pressures and the financial support provided by Government. Full details of the main variances were provided in Appendix B while the table below sets out the key variances:

	Forecast £'000
Increased expenditure arising as a result of Covid19	610
Income losses as a result of Covid19	6,305
Income Compensation Scheme	(3,048)
Government Grants (Covid19, Rough Sleeping, New Burdens, Test & Trace support and Compliance & Enforcement).	(2,283)
Measures approved at Q1 (budget review, furlough, review of capital, increased TFS)	(1,898)
Coronavirus Job Retention Scheme (in addition to Q1)	(84)
2020/21 national pay award implications	110
Covid19 Grant - Contribution to reserves for use in future years (approved at Q2)	622
Net other variances	(458)
Overall forecast budget shortfall/(surplus)	(123)

The key financial challenges the Council was facing in 2020/21 arising as result of Covid19 were detailed at paragraphs, 3.4 – 3.8 of the report.

Financial support received from the Government had been provided and measures had been adopted to address the budget shortfall as detailed at paragraphs 3.9 -3.12 of the report

Included in the forecast outturn underspend of £157,723 was a proposed additional contribution to earmarked reserves in respect of Active Nation Bond Reserve – contribution to a new reserve fund in the sum of £ 83,000 and carry forwards, requested to be transferred into an earmarked reserve to offset

expenditure in the next financial year as detailed at paragraphs 3.13-3.14 of the report

Towards Financial Sustainability Programme

The savings target included in the MTFS for 2020/21 was originally £500,000, this was increased by £50,000 as part of the budget measures approved at quarter one. Progress against this target, based on quarter 3 performance showed that secured savings totalled £559,070. This resulted in an over achievement of the increased target in 2019/20 by £9,070 as summarised at Appendix N of the report.

Housing Revenue Account

For 2020/21 the Council's Housing Revenue Account (HRA) net revenue budget was set at a £75,000 use of balances, resulting in an estimated level of general balances at the year-end of £921,071, after allowing for the 2019/20 outturn position.

The Housing Revenue Account was currently projecting an in-year variance of £772,391 which would increase the General Balances to £1,693,462 at the end of 2020/21.

Although the forecast position was an underspend there were a number of forecast year-end variations in income and expenditure as a result of Covid19 along with variances arising from measures taken to address the budget pressures as are provided in Appendix D of the report.

The key financial challenges that the Council was facing in 2020/21 arising as result of Covid19 were detailed at paragraphs, 4.5 – 4.6 of the report.

The measures taken to ensure the HRA maintained a balanced budget for 2020/21 were similar to those in the General Fund as detailed at paragraph 4.7 of the report

The total of these measures along with other income and expenditure variances in year had resulted in the HRA currently forecasting a budget underspend at the year end. As with the General Fund there were a number of financial assumptions which may change during the course of the next 3 months and could alter the current forecast position. At this point it was therefore proposed that the use of the earmarked reserve to resource the Rent Hardship was reviewed following the final outturn position and in addition that the underspend on repairs and maintenance was considered for allocation, subject to the final outturn position.

Housing Repairs Service

For 2020/21 the Council's Housing Repairs Service net revenue budget was set at zero, reflecting its full cost recovery nature.

At quarter three the Housing Repairs Service was forecasting a surplus of £204,670 in 2020/21, with a summary and details of main variances set out in Appendices E/F of the report. However, as with the General Fund and HRA this forecast was based on a number of assumptions which, due to uncertainties related to Covid19, may change during the next three months. In addition, there

had been a delay in undertaking the internal billing process which provided a further level of uncertainty to the forecast position.

Details of earmarked reserves and their forecast balance as at 31st March 2021 were outlined at paragraphs, 6.1– 6.2 and Appendix G of the report.

General Fund Investment Programme

The original General Investment Programme for 2020/21 in the MTFS 2020-25 amounted to £15.6m which was increased to £16.4m following quarter 4 approvals and year end re-profiles from 2019/20. At quarter 2 the programme was reduced to £11.1m and at quarter 3 the programme was reduced by a further £5.987m to £5.117m, as shown at paragraph 7.2 of the report.

Budget changes/re-profiles approved by the Chief Finance Officer during the third quarter detailed at 7.3-7.5 of the report, resulted in one change requiring Executive approval for the third quarter resulting from notification of additional grant funding, together with a further scheme added to the GIP, having been previously being considered by the Executive pending confirmation of external grant funding: and changes to the Crematorium Scheme, considered elsewhere on the agenda had also been reflected in the General Investment Project above:

The overall spending on the General Investment Programme for the first three quarters of 2020/21 amounted to £0.885m, which was 17.5% of the 2020/21 programme and 17% of the active programme, detailed further at Appendix J.

Although this represented a low percentage of expenditure at this stage of the financial year, works had been constrained by the national lockdowns as well as the diversion of internal resources to focus on the Covid19. The majority of schemes had recommenced either on site or in terms of their development stages; a further £384k had been spent since the end of quarter 3. Further expenditure was expected in quarter 4 on Disabled Facilities Grants, Car Park Ticket Machines, Boultham Park Lake, the Towns Fund, Western Growth Corridor, HAZ Scheme and various capitalised maintenance schemes.

Housing Investment Programme

The original Housing Investment Programme for 2020/21 in the MTFS 2020-25 amounted to £25.640m. This was increased to £28.505m following approvals and year end re-profiles as part of the 2019/20 outturn. As at quarter 2 the budget was revised to £22.3m and has been further adjusted by £2.6m to £19.7m at quarter 3. A summary of the were shown at paragraph 7.9 of the report

The changes that required approval from Executive were detailed at paragraphs 7.11-7.12 of the report.

Expenditure against the HIP budget to the third quarter was £10.206m, representing 52% of the revised programme. A further £1.8m had been spent as at the end of January 2021 as detailed further at Appendix L.

Although this represented a lower percentage than would be expected at this stage of the financial year, works had been constrained by the national lockdowns as well as the diversion of internal resources to focus on Covid19. The majority of schemes had now recommenced either on site or in terms of their

development stages, some schemes had been re-profiled into future years at quarter 3.

Councillor Ric Metcalfe thanked the Council's Chief Finance Officer and her team for their excellent stewardship of the Council's finances, reflecting on what had been a most extremely challenging year under very difficult circumstances. He added that the loss of income to the Council had been significant and, whilst being grateful to the Government for the support it had put in place, highlighted that was on the basis of one-off support and that the Council itself would need to ensure its long term financial sustainability.

Councillor Donald Nannestad reflected on reference in the report to housing repairs and the reduction in the number of repairs carried out. He reported that people had been reluctant throughout the pandemic to allow the Council enter their homes and undertake repairs. As restrictions relaxed in relation to Covid-19 it was anticipated that there would be increases in the number of repairs carried out.

78. Service Delivery During Our Covid-19 Response

Purpose of Report

To present to Executive a summary of how services had performed during the pandemic with a focus on quarter three, as well as an indication of plans for future operation.

Decision

That:

- (1) The achievements, issues and any future concerns raised within the report be noted by Executive.
- (2) Progress on the challenge of tackling COVID-19 pandemic be noted by Portfolio Holders with further recovery plans to be discussed with their Service Leads.

Alternative Options Considered and Rejected

None.

Reason for Decision

City of Lincoln Council, like all other businesses, had made dramatic changes as a result of the lockdown resulting from the Covid-19 pandemic, not only to ensure that the Council kept its critical services functioning but also, like Councils across the country, delivered a community leadership role for the city in this time of crisis.

As a result, the Council was not in a position to produce a performance report for quarter one, and therefore produced a combined report for the first two quarters of 2020/21. This gave an indication, beyond the usual operational measures, of how the whole Council had performed in effectively leading its communities during the emergency response and rising to the challenge of reprioritising its workload to meet different needs.

At the end of quarter three the Council found itself in a third national lockdown and therefore it had been agreed to delay the quarter end performance report and follow the pattern for the first half of the year, producing a combined report for quarters three and four following the end of the financial year.

To ensure the Executive remained informed on service performance, a document had been produced which set out the way in which the Council responded to the Covid-19 pandemic, how services were impacted and how they had performed. The report specifically provided detail in relation to the following:

- key themes, opportunities and challenges that had been identified;
- the introduction of temporary new services;
- those services temporarily closed;
- temporary limits to services;
- fully operational services;
- temporarily enhanced services;
- performance targets for the following year.

Councillor Ric Metcalfe welcomed the production of this report which he said acted as a reminder of how much the Council and its staff had pulled together to respond tremendously in response to the pandemic. He said that the Council's performance during this period was nothing short of magnificent and, on behalf of the Executive, put forward his thanks to the Chief Executive and all City Council staff.

Councillor Christopher Burke echoed these sentiments and referenced the befriending service in particular as something which was set up and operational immediately to support the most vulnerable people in the community.

Councillor Donald Nannestad said that the report and the work the authority had done showed how valuable District Councils were in dealing with such difficult situations at a local level. He praised the tremendous work of officers who had adapted to new ways of working, such as working from home, who had even undertaken roles that they were not necessarily employed for in their usual day-to-day duties, embracing opportunities and demonstrating flexibility.

It was agreed that a joint letter from the Leader of the Council and Chief Executive should be sent to all staff thanking them for their efforts and achievements and that they should be provided with a copy of the report.

79. Living Wage Increase November 2020

Purpose of Report

To recommend the proposed increase to the Living Wage as announced by the Living Wage Foundation in November 2020.

Decision

That the implementation of the latest Living Wage uplift during April 2021 be approved.

Alternative Options Considered and Rejected

None.

Reason for Decision

The Council was committed to maintaining its Living Wage accreditation and in order to do so the authority had six months to implement the Living Wage following the announcement of increase. In November 2020 it was announced that the Living Wage would increase from £9.30 an hour to £9.50 an hour.

The aim of implementing the Living Wage was to ensure that no employees were paid below the Living Wage hourly rate.

80. Pay Policy Statement 2021/22

Purpose of Report

To request that Council approve the attached Pay Policy Statement, drafted in compliance with section 38(1) of the Localism Act 2011.

Decision

That Council be recommended to approve the Pay Policy Statement.

Alternative Options Considered and Rejected

None.

Reason for Decision

The Localism Act 2011 required local authorities to produce pay policy statements which articulated an authority's policies towards a range of issues relating to the pay of its workforce, particularly its senior staff and its lowest paid employees.

The Government also considered that decisions on pay policies should be taken by elected members, as those directly accountable to local communities. The Localism Act 2011 therefore required the Pay Policy Statement and any amendments to be considered by a meeting of full Council.

The Pay Policy Statement met the relevant requirements of the Localism Act 2011, which were to define the Council's policy on:

- the level and elements of remuneration for chief officers;
- the remuneration of the lowest paid employee, and the definition of 'lowest paid employee';
- the relationship between the remuneration of chief officers and other officers;
- specific aspects of chief officers' remuneration, including at appointment, increases, termination and any other payments.

The Act defined remuneration to include pay, charges, fees, allowances, benefits in kind, increase in enhancements of pension entitlements, and termination payments.

81. Mutually Agreed Resignation Scheme - Update on Applications

Purpose of Report

To update Executive on the applications and initial approval of those members of staff who had applied under the Mutually Agreed Resignation Scheme (MARS).

Decision

That the content of the report be noted by Executive.

Alternative Options Considered and Rejected

Consideration was also given to the fact that the Exit Pay Regulations and subsequent LGPS changes, could ultimately see a reduction in redundancy payments to staff, although this option had not been implemented by Government.

Reason for Decision

MARS was a scheme in which the employee, in agreement with the employer, choose to leave their employment early, in return for a settlement payment.

The Council's MARS scheme was available to all employees, and in accordance with the scheme itself, was proactively publicised to staff as an available opportunity, in order to increase the flexibility of the organisation, and to address particular financial circumstances.

On the 9 December 2020 the Council opened up for a limited period, an enhanced version of MARS, to run until the 4 January 2021. This limited, enhanced opportunity saw an increase in the allowance under the existing scheme, from 2 week's pay for every year of service, to 3 week's pay for every year of service.

The Scheme was offered in this way, to try and balance any savings that may subsequently be required under the Towards Financial Sustainability (TOFS) programme and to try and avoid any compulsory redundancies that may follow.

It was agreed that 22 members of staff could be released under the MARS scheme, according to criteria outlined at paragraph 3.4 of the report

Losing staff from the organisation would inevitably see a reduction/change in performance in affected areas. Whilst the above criteria had been used to assess impact on service areas, it would not negate the impact. However, it was considered by CMT to be more appropriate to work with the potential changes in standards of performance at this time, rather than to contemplate compulsory redundancies and changes to standards of performance at a later date.

It was noted that the savings made by those applying under the MARS scheme would have a direct impact on compulsory redundancies identified elsewhere in the TOFS programme, so to that extent opening this enhanced window, had a positive effect.

82. City of Lincoln Council Housing Strategy 2020-25

Purpose of Report

To request the Executive to approve the draft Housing Strategy 2020-25.

Decision

That the draft Housing Strategy 2020-25 be approved.

Alternative Options Considered and Rejected

None.

Reason for Decision

A local authority housing strategy was an overarching cross-tenure document which identified local housing needs and set out how these needs would be met. Housing need was used in its broadest sense, it was not just the need for new affordable housing, but for all things housing including: growth; regeneration; and neighbourhood renewal, to ensure that a local authority had a balanced and sustainable housing market that met the needs of its residents.

The review of the Housing Strategy was initiated in July 2019 with the delivery of Member workshops which sought to provide an update on the emerging housing needs evidence, Lincoln's current housing market, housing stock condition and the opportunities for delivering new homes. This resulted in the Council undertaking further housing needs research. A follow up Members' workshop took place in January 2020 where officers discussed the following themes in more detail to inform the Housing Strategy's priorities over the next five years:

- Maximising the supply of affordable housing;
- Maximising our existing housing assets;
- Estate improvement and resident involvement;
- Allocating council housing to those in greatest need; and
- Enabling sustainable tenancies.

The feedback from the workshop held in January 2020 had shaped the content of the draft Housing Strategy, which also considered empirical information, the existing local policy context, the emerging response to Covid-19 and the current recession.

To complement Vision 2025, Let's deliver quality housing, the objectives of the Housing Strategy for 2020-25 were:

- Providing housing which meets the varied needs of our residents;
- Building Sustainable Communities; and
- Improving Housing standards for all.

The Draft Housing Strategy had been the subject of member and public consultation. In response to specific consultation feedback, the draft Housing Strategy had been amended accordingly:

The Housing Strategy would be monitored on a quarterly basis and would be subject to an annual review to ensure future progress in delivering priorities and allow the Strategy to reflect the changing policy agenda and to respond to meeting housing need.

Councillor Donald Nannestad reported that there had been large elected member involvement in the development of this Strategy, as well as effective engagement with the Tenants' Panel as well. The next stage would be to review the thirty year business plan. Councillor Nannestad placed on record his thanks to the team of officers involved in developing the document.

83. Whitton's Park Play Investment

Purpose of Report

To advise the Executive of community aspirations for the improvement of play facilities in Whitton's Park and to seek authority to invest Section 106 funds in Whitton's Park in order to improve the play opportunities.

Decision

- (1) That the aspirations for play from Long Leys Residents Association (LLRA) be noted by Executive.
- (2) That a spend of £152,413 on play investment in Whitton's Park on a phased basis be approved by Executive.

Alternative Options Considered and Rejected

None.

Reason for Decision

Whitton's Park was a key play site situated on Long Leys Road in Carholme ward. The park had seen significant investment in play equipment in 2007/08.

The council held a Section 106 developer contribution for play of £152,413 that could only be spent in the West End of Lincoln. This contribution must be spent by 29 November 2023 or would have to be returned to the respective developer. After extensive consideration of sites in the area, the only viable option was to enhance play opportunities in Whitton's Park with these funds.

Community representatives from both Long Leys Residents Association (LLRA) and West End Residents Association (VERA) had been consulted on this investment and were supportive. Local residents had also been consulted by LLRA and an aspirational plan for play investment in the park had been produced. They wished to be involved with any investment plan and had offered to engage with the council in this regard.

This investment would see play opportunities in the park greatly enhanced. It was anticipated that it would be prudent to spend roughly £130,000 at this point in time and reserve some of the fund for investment later, but before the critical date.

84. Parking Services - Enforcement Support

Purpose of Report

To seek agreement to the creation of one new post on the structure within Parking Services, that of a Security Patrol Operative.

Decision

That the addition of a post of security officer within Parking Services be approved by Executive.

Alternative Options Considered and Rejected

None.

Reason for Decision

The City Councils' 21 members of parking staff managed what had been a £6 million a year business for the Council, via a high level of transactions and interactions with the public.

This service was one of the most important front facing services of the council, and not only delivered its most substantial income stream, but also welcomed visitors to the city. Via its good work, it was pivotal in supporting the retail and leisure business sectors.

It operated in a highly competitive environment, and so was as streamlined and business focused as any element of the council, whilst still remaining true to council corporate policies, and supportive of its wider strategic aims and objectives

Noting the increased numbers of incidents of Anti-Social Behaviour/nuisance at car park sites it was proposed to add a new post to cover security patrol duties to the Parking Services staffing establishment.

Councillor Ric Metcalfe was of the view that the business case in support of this proposal made sense, reflecting that parking services was such an important service the Council provided and was part of a person's experience in respect of place. It was vital that the City Council's car parks were safe and welcoming places for people to use when visiting the city.

85. Exclusion of the Press and Public

RESOLVED that the press and public be excluded from the meeting during consideration of the following items of business because it was likely that if members of the public were present there would be a disclosure to them of 'exempt information' as defined by Section 100I and Schedule 12A to the Local Government Act 1972.

These items were considered in private as they were likely to disclose exempt information, as defined in Schedule 12A of the Local Government Act 1972. No representations had been received in relation to the proposal to consider these items in private.

86. Lincoln Crematorium - Update on the Proposed Renovation Scheme

Purpose of Report

To consider the future delivery for a reduced scheme to transform Lincoln Crematorium, in recognition of the financial challenges facing the City Council arising from the Covid pandemic.

Decision

That the recommendation contained within the report be approved.

Alternative Options Considered and Rejected

Alternative options considered were set out in the report.

Reason for Decision

The reasons for the decision were set out in the report

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SUBJECT: LINCOLN TOWN DEAL PROGRAMME

DIRECTORATE: MAJOR DEVELOPMENTS

REPORT AUTHOR: JO WALKER, ASSISTANT DIRECTOR - GROWTH

1. Purpose of Report

- 1.1 To approve the Heads of Terms offered by Government in respect of the Lincoln Town Deal.
- 1.2 To approve the proposed management and governance arrangements for the next stage of the process, set out within the appended Local Assurance Document.
- 1.3 In approving the Local Assurance Document, to agree to delegate the following decisions to the Section 151 Officer and the Director of Major Developments, working in partnership with the Town Board and its Investment Sub-Committee:
 - the final selection of projects to be taken forward to full business case
 - the approval of final project business cases and funding awards (except for projects to be delivered directly by the Council, which will be subject to full Executive approval)
 - any future changes which are required to the Local Assurance Document to reflect the terms of the Heads of Terms Offer or any further guidance for this programme
- 1.4 To authorise the submission of a planning application in respect of the Central Market project and to delegate the approval of the final planning submission to the Director of Major Developments and Portfolio Holder for Economic Growth.

2. Executive Summary

- 2.1 The Lincoln Investment Plan was submitted to Government in October 2020, following approval by the Council's Executive and the Town Deal Board. The Investment Plan set out proposals for the sustainable growth of the City and a request for £24.75m Town Funding to support 15 regeneration schemes to be delivered over a 5-year term.
- 2.2 The Investment Plan has now been assessed by Government and a conditional 'Heads of Terms' funding offer has now been received. This is for £19m, with 14 of the 15 projects remaining 'in scope' to be considered for funding.
- 2.3 Once the Heads of Terms are agreed, towns are required to confirm the selection of projects to proceed to full business case within 2 months. Thereafter, towns have up to 12 months to develop full business cases for the shortlisted projects, which must be approved by the local accountable body, prior to the release of funds for delivery. Business cases may be developed within this timeframe to

allow for early release of funds for 'shovel-ready' schemes.

- 2.4 The development and assessment of business cases must follow the guidance set out by Government, which includes a requirement to comply with the Treasury Green Book methodology. Towns are required to set out 'local assurance mechanisms' for the assessment process. As such, a Local Assurance Framework has been developed in Lincoln to take account of this requirement. The Framework mirrors that followed by the Greater Lincolnshire LEP, which already follows the Green Book requirement.
- 2.5 In its role as accountable body, the Council will continue to manage the overall programme of delivery as well as leading on the delivery of a number of key projects. Resources have been identified to enable the Council to carry out this function through a combination of in-house staff and consultancy expertise.
- 2.6 As accountable body, it is for the Council to approve the Heads of Terms and the final selection of schemes to be shortlisted to advance to full business case stage. It is also for the Council to approve the final business case for each project, prior to the release of any funds for delivery.
- 2.7 To ensure that decisions can be made in an efficient but robust manner, it is proposed that the final selection of projects be delegated to the Section 151 Officer and Director of Major Developments, working in partnership with the Town Board. This delegation is further requested in respect of the approval of final project business cases, with the exception of those being delivered directly by the City Council which will be subject to Executive approval.
- 2.8 To support the Council's decision-making, each business case will be subject to a full, independent appraisal to ensure full compliance and to provide assurance on value for money and deliverability.
- 2.9 Further provisions for the overall management of the programme and safeguards to ensure that projects deliver in accordance with the terms and conditions of this funding programme are set out in the Local Assurance Framework, Appendix 1, and summarised in this report.

3. Governance and the Role of the Council as Accountable Body

- 3.1 MHCLG Towns Fund Guidance for Stage 2 (Business Case Development) states that locally, ultimate decision-making responsibility will lie with the accountable body but there is an expectation that decisions should be made in partnership and collaboration with the Town Deal Board.
- 3.2 In order to meet this objective, and to ensure that all of the technical requirements of the programme are fulfilled, towns are required to draw up 'local assurance mechanisms'. A Local Assurance Framework has been developed for Lincoln which broadly mirrors the process followed by the Greater Lincolnshire LEP.
- 3.3 In summary, it is proposed that the Town Deal Board will continue to oversee the delivery of the Investment Plan and a Delivery Board will continue to bring lead partners together to work on the development of business cases and project delivery.

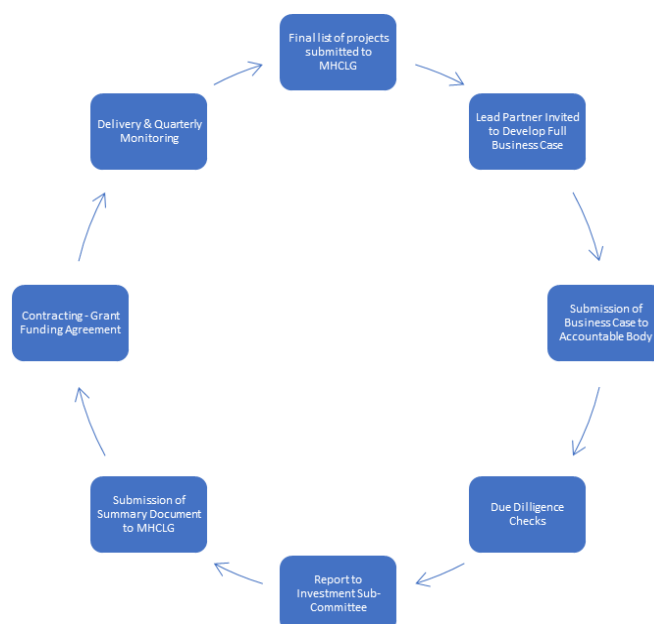
- 3.4 In addition to this structure, an Investment Sub-Committee is proposed to oversee the final shortlisting of projects, the approval of project business cases, delivery and monitoring requirements. All decisions must first be approved by the Council in its role as accountable body, under delegation or by Executive.
- 3.5 Existing staff within the Major Development Directorate will lead on the administration and management of the programme, with support from key services such as legal, democratic, procurement and finance. Additional consultancy expertise will be procured to supplement this resource and to ensure independent appraisal and scrutiny of all project proposals. The cost of delivering the programme will be met from fees levied against each project and from additional capacity funding as well as existing staff resources (and from lead partners).

4. Heads of Terms Agreement & Project Selection

- 4.1 A Heads of Terms Offer was received on 3rd March 2021. This is for £19m, to support the delivery of up to 14 projects identified within the Lincoln Town Investment Plan. One project – Road to Net Zero – has not been supported.
- 4.2 The Heads of Terms Offer must be accepted no later than 24th March 2021. It must be signed by both the City of Lincoln Council Chief Executive and the Chair of the Town Deal Board.
- 4.3 The original Investment Plan requested support of £24.75m to enable the delivery of 15 projects. These projects will need to be considered once again, in the context of the Heads of Terms Offer and a final project shortlist must then be drawn up, approved and submitted to Government within 2 months of agreeing the Heads of Terms Offer (24th May 2021 in this case).
- 4.4 In order to assist with the final project selection, lead partners have been asked to submit a progress report to set out the latest position with respect to funding, milestones, outputs and other key criteria. A summary of the latest project information is provided in Appendix 2.
- 4.5 This information will now be reviewed by Council Officers, working with project leads to establish a minimum funding position in respect of each scheme and whether any additional match funding can be brokered from partners or other sources to make up the shortfall. The project prioritisation exercise undertaken to inform the final ranking and selection for the Investment Plan will then be revisited and if required, a further prioritisation exercise will be carried out to reflect the latest project position.
- 4.6 The project details and shortlist will then be subject to review and a final decision, under delegation, by the Section 151 Officer and Director of Major Developments, working in partnership with the Town Board.
- 4.7 At this stage, critical factors for consideration are the risks to delivery and value for money, since the principle of support has already been established by virtue of the provisional Heads of Terms offer.

5. Business Case Development & Assurance

- 5.1 Once the final selection of projects has been made and approved, project leads will be required to develop a full business case for each scheme, in line with the conditions agreed in the Heads of Terms. The Council will work to support the development of these business cases but the responsibility for the final business case will sit with the lead partner for the project in each case.
- 5.2 Independent consultancy support will be procured to undertake due diligence and a formal appraisal of each business case to inform the final funding decision. This will ensure fair, robust and transparent decision making and will provide assurance to the Council in its role as accountable body. A formal award shall not be approved by the Town Board's appointed Investment Sub-Committee until a full business case has been developed which has passed due diligence and been approved by the Council. This is proposed to be under delegation to the Section 151 Officer and Director of Major Developments (in the case of delivery by a third party) or by Executive (in the case of projects being delivered by the Council).
- 5.3 In the case of delivery by a third party, the Council will enter into a Grant Funding Agreement with the lead partner for the delivery of that project. Thereafter, the lead partner will be responsible for the management and monitoring of this project and will need to complete regular monitoring returns to enable the Council to carry out its overall programme management duties. Further provisions for variation and ultimately, claw-back, are set out within the Assurance Framework in the event of poor performance or non-delivery. This is to safeguard the Council's interests as accountable body and to ensure a successful programme for Lincoln.
- 5.4 The diagram below presents a visual outline of this process:



6. Lincoln Central Market Project Update

6.1 As reported to executive in October 2020, Lincoln Central Market is one of the key projects being promoted as part of the Town Deal. Since October, to assist with the development of a full business case for this project, significant progress has been made, including:

- Council Officers and contractors, Willmott Dixon, have been working hard in developing the new designs with key stakeholders including Lincolnshire County Council Highways, the Local Planning Authority, Conservation Officer and Historic England.
- As a result of this detailed design work, it is proposed to submit a planning application in March 2021 as the next step towards achieving a deliverable scheme. If Town Funding is secured, works could commence during Autumn/Winter 2021.
- A public consultation survey was carried out between 8th -22nd February to seek the views of local residents. A total of 723 responses were received and the results are being used to inform the ongoing design and development of the project. The results of this process are included as Appendix 3.

7. Strategic Priorities

7.1 Let's drive economic growth

The objective of the Town Fund is to provide core investment to drive economic regeneration and productivity growth through the delivery of activities within a Town Investment Plan. This will directly support the Council's Strategic Vision in respect of economic growth. The objective in Lincoln is to drive a growth agenda that is both inclusive and sustainable.

7.2 Let's deliver quality housing

Whilst the Town Deal programme has an economic focus, there may be an opportunity to support the delivery of quality housing within an urban regeneration context, for example at Tentercroft Street. Indirectly, by driving economic productivity the programme will have a positive impact on the delivery of quality housing by driving market demand and improving viability.

7.3 Let's enhance our remarkable place

The Town Deal Programme will support regeneration activity within the City where there is an economic outcome. A number of brownfield/vacant and underutilised sites have been identified for intervention through this programme, which will enhance the place and contribute to city centre vibrancy. As above, driving productivity will help to support and sustain our cultural and heritage assets, and the wider city offer.

7.4 Let's address the challenges of climate change

The Town Deal Programme will support the objectives of the Lincoln Transport Strategy to improve sustainable transport options, enable city centre living and support the council's aspiration to achieve a net zero carbon target by 2030.

8. **Organisational Impacts**

8.1 **Legal Implications including Procurement Rules**

The Council has and will continue to follow guidelines published by MHCLG in respect of the governance, management and administration of the Town Deal Programme.

In line with this guidance, a Local Assurance Framework sets out the overall programme management and contracting processes. The Heads of Terms and final contractual arrangements for both the programme and individual projects will be overseen by the City Solicitor.

Where identified as the lead organisation for an approved project, the Council will resource the project management of the scheme via a mixture of in-house project management and specialist consultants (architects, engineers etc). The cost of professional fees will be capitalised/included within the overall project costs funded through this programme.

Where partner organisations are identified as the lead for an approved project, and subject to full guidance being provided by government in due course, the Council enter into grant funding agreements with the identified organisation.

Specialist legal advice will be sought as required (e.g. subsidy/state aid) to supplement our internal resource.

All procurement activity in support of the Town Deal Programme will be undertaken in accordance with the Council's Contract Procedure Rules and ultimately Public Contract Regulations 2015

8.2 **Financial Implications**

The Heads of Terms Offer is due to be announced on 3rd March 2021.

The final project shortlisting and subsequently, approval of all business cases will be subject to sign-off by the Section 151 Officer (and Executive in the case of City Council projects). This process will be supported by a full, independent appraisal of all business cases.

Fees to cover the management of the programme, specialist support and due diligence will be charged against each project, in the same manner as the Greater Lincolnshire LEP. Additional capacity funding is also being sourced will be sourced utilised as appropriate to support these costs.

8.3 Equality, Diversity and Human Rights

The Council has followed the guidelines published by MHCLG in respect of the governance, management and administration of the Town Deal Programme. Consultation and engagement with stakeholders, partners and the wider public, has been undertaken including through the Citizen Panel, website and social media. This will continue during the business case development and delivery phases.

In meeting the objectives of the Town Deal programme to drive economic growth, the Council will seek to address local needs and create opportunities for all. The overriding objective being to ensure growth is both inclusive and sustainable.

The Council will continue to adhere to government guidelines and to consider all individuals in shaping detailed project proposals and delivering the Town Investment Plan.

Equality Impact Assessments will be prepared as required to take into account the impact on any equality and diversity issues and human rights and ensure that the public sector equality duty is adhered to.

8.4 Human Resources

This programme will be led by existing staff within the Major Development Directorate drawing on other Council expert resources including legal, finance and procurement staff. Management fees will be charged to each project to support the Council's expenses in managing the overall programme. This will be used for a combination of consultancy and staff costs. This follows the process already adopted and in place for similar funding programmes such as those administered by the LEP.

8.5 Land, Property and Accommodation

Urban regeneration and the development of land and property to deliver economic growth is a key theme within the Town Deal Programme. Individual proposals will be subject to the development of a full business case and further approvals. The proposals support the safeguarding of Council property and assets.

8.6 Significant Community Impact

Subject to approval of the Town Investment Plan and funding to deliver, this programme will have a significant, positive community impact. Please refer to the emerging vision and delivery plan for specific details. The Plan has been developed in the context of wide public and stakeholder consultation.

9. Risk Implications

9.1 Risk: Insufficient funding secured for delivery of key projects

Mitigation: Projects subject to update reporting and review to determine final shortlist of deliverable schemes within funding envelope.

9.2 Risk: Insufficient funding to cover programme management resource

Mitigation: Management fees to be recharged to projects and accounted for when assessing the final project selection to ensure the whole cost of the programme can be covered. Additional capacity funding being sought and deployed to supplement requirement. Additional expertise and capacity being drawn from across the Council and from lead partners.

Risk: Poor performance or non-delivery of projects

9.3

Mitigation: Projects subject to update reporting and review to determine final shortlist of deliverable schemes within funding envelope. Further steps to guard against this outcome set out in Assurance framework and will be drafted into Grant Funding Agreements.

10. Recommendation

- 10.1 To approve the Heads of Terms offered by Government in respect of the Lincoln Town Deal.
- 10.2 To approve the proposed management and governance arrangements for the next stage of the process, set out within the appended Local Assurance Document.
- 10.3 In approving the Local Assurance Document, to agree to delegate the following decisions to the Section 151 Officer and the Director of Major Developments, working in partnership with the Town Board and its Investment Sub-Committee:
- the final selection of projects to be taken forward to full business case
 - the approval of final project business cases and funding awards (except for projects to be delivered directly by the Council, which will be subject to full Executive approval)
 - any future changes which are required to the Local Assurance Document to reflect the terms of the Heads of Terms Offer or any further guidance for this programme
- 10.4 To authorise the submission of a planning application in respect of the Central Market project and to delegate the approval of the final planning submission to the Director of Major Developments and Portfolio Holder for Economic Growth.

Is this a key decision? Yes

Do the exempt information categories apply? No

Does Rule 15 of the Scrutiny Procedure Rules (call-in and urgency) apply? No

How many appendices does the report contain?

3:

- 1 – Local Assurance Framework
- 2 – Project Update
- 3 – Central Market Consultation

List of Background Papers:
Lincoln Town Investment Plan:
[lincoln-investment-plan-2020](#)

Lead Officer:

Jo Walker, Assistant Director – Growth &
Development
Telephone (01522) 873325

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Lincoln Town Fund Programme: Assurance Framework

Introduction

1. The aim of this document is to set out how the Lincoln Town Fund Programme will be managed and governed, taking account of the Heads of Terms agreement with Government.
2. It provides further detail to support the arrangements set out within the Investment Plan. It has been drafted with reference to the Local Growth Assurance Framework developed by the Greater Lincolnshire LEP for the management of its programmes and the existing policies and protocols which are in place for the City of Lincoln (as Accountable Body for the Town Fund Programme).
3. The document will be updated to take account of any further Government requirements in respect of this Programme. Any changes to the document will be subject to Board approval.

Governance

4. The development and delivery of the Investment Plan and Town Fund Programme in Lincoln is overseen by the Lincoln Town Deal Board. The Board was established in January 2020, with an initial remit to develop an **Investment Plan** for the City to drive sustainable productivity growth. It is now the role of the Board to oversee the implementation and delivery of this Investment Plan (and any amendments to this Plan, where appropriate).
5. The Board comprises public, private and community sector representatives, including the Member of Parliament for Lincoln and anchor institutions such as the University of Lincoln, Bishop Grosseteste University, Lincoln College, Greater Lincolnshire Local Enterprise Partnership, City of Lincoln Council, Lincolnshire County Council, NHS Lincolnshire, the Police & Crime Commissioner, Lincoln YMCA and Visit Lincoln. Sectors which are crucial to Lincoln's economic growth and recovery are also represented through large firms and high growth SMEs operating in manufacturing, digital and tech, development, finance and retail. **The Terms of Reference are included in Appendix 1. The Terms of Reference are to be reviewed on an annual basis. Proposed changes for 2021/22 are highlighted in the document below to allow for Stage 2 of this Town Deal Programme.**
6. In support of the Town Board, A Delivery Board is in place to lead on the technical project development work, to advise on the overall strategy and to support in the delivery of the overall programme, ensuring effective co-ordination and collaboration between the lead partners for each project within the Town Deal programme. Terms of Reference for the Delivery Board are included in Appendix 2.

7. In addition, it is proposed that the Town Board considers formalising an Investment Sub-Committee. The role of this Committee would be to review the detailed project business cases, to determine whether schemes should be approved and to monitor progress, delivery of outputs and expenditure. Decisions will be informed by an independent due diligence report, carried out for each project to ensure fairness, transparency and robustness. All decisions will be subject to final approval by the accountable body (City of Lincoln Executive or under delegation by Section 151 Officer, City Solicitor and CEO). The main Town Deal Board will maintain an overview of all funding decisions and overall progress in delivering the programme. **Draft Terms of Reference for the proposed Investment Sub-Committee are included in Appendix 3.**
8. As part of the wider governance structure, existing organizations and partnerships have and will continue to be consulted and engaged to inform priorities and to shape projects. This includes the Lincoln Transport Board and LEP structures. Further consultation will also continue to take place and arrangements for this, including work already carried out to inform the Investment Plan, is included in our Stakeholder Engagement Plan (appended to the Investment Plan).

Transparency

9. All Board Members are required to sign a Code of Conduct and to declare any conflicts of interest at each Board meeting. A register of Board Members' Interest is held by the City of Lincoln Council's Democratic Services Team. **The Code of Conduct is included in Appendix 4. Proposed changes for 2021 and highlighted.**
10. As part of its transparent decision making, all Town Board papers, meeting minutes and agendas are published and Board meetings are held in public. Papers can be accessed via the dedicated Town Deal web-portal at <https://www.lincoln.gov.uk/lincoln-town-deal>
11. The importance of openly sharing its Board discussions regarding strategy, use of funding, project progress and delivery is recognized.
12. The Town Board may decide to withhold 'confidential information' from being publicly available under The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012. Circumstances include:
 - Information provided by a government department on terms which forbid the disclosure of the information to the public;
 - Where disclosure to the public is prohibited by a court or;
 - Where the Accountable Body, acting in its role to support the Board holds "exempt information" under Schedule 12A of the Local Government Act 1972. This includes information relating to an individual, relating to the financial or business affairs of a particular person, negotiations, labour relations, legal professional privilege and in

connection to the investigation or prosecution of a crime.

13. In these circumstances, information will be handled and retained according to the policies and procedures of the Accountable Body.

Accountable Body

14. At its Executive meeting on 26 October 2020, the City of Lincoln Council agreed to continue to act as the accountable body for the Town Fund Programme. MHCLG Guidance dated 16th December states that the accountable body will be accountable for implementing the Town Deal. In adopting this role, the Council shall:

- Be accountable for implementing the Town Deal
- Be responsible for ultimate decision-making in respect of the programme
- Seek to make decisions in partnership and collaboration with the Town Deal Board, ensuring that the Town Deal Board Chair is a signatory to the Summary Document provided in respect of each approved project
- Provide expertise, resource and support to the Town Board
- Act as secretariat to the Town Board
- Ensure good governance and transparency in decision making
- Oversee the Heads of Terms Agreement with government and the Board
- Manage, monitor and evaluate the Investment Programme, with recourse to independent expertise as required for assurance
- Support lead partners in the development of detailed business cases to secure funding, including through the procurement of specialist support, subject to available funding
- Manage contractual arrangements with project partners to ensure delivery
- Be responsible for the financial management of the overall programme
- Reporting to government as required
- Fulfil the Public Sector Equality Duty (PSED) through a programme-level impact assessment
- Ensure that Social Value is embedded within the programme delivery and within individual project proposals

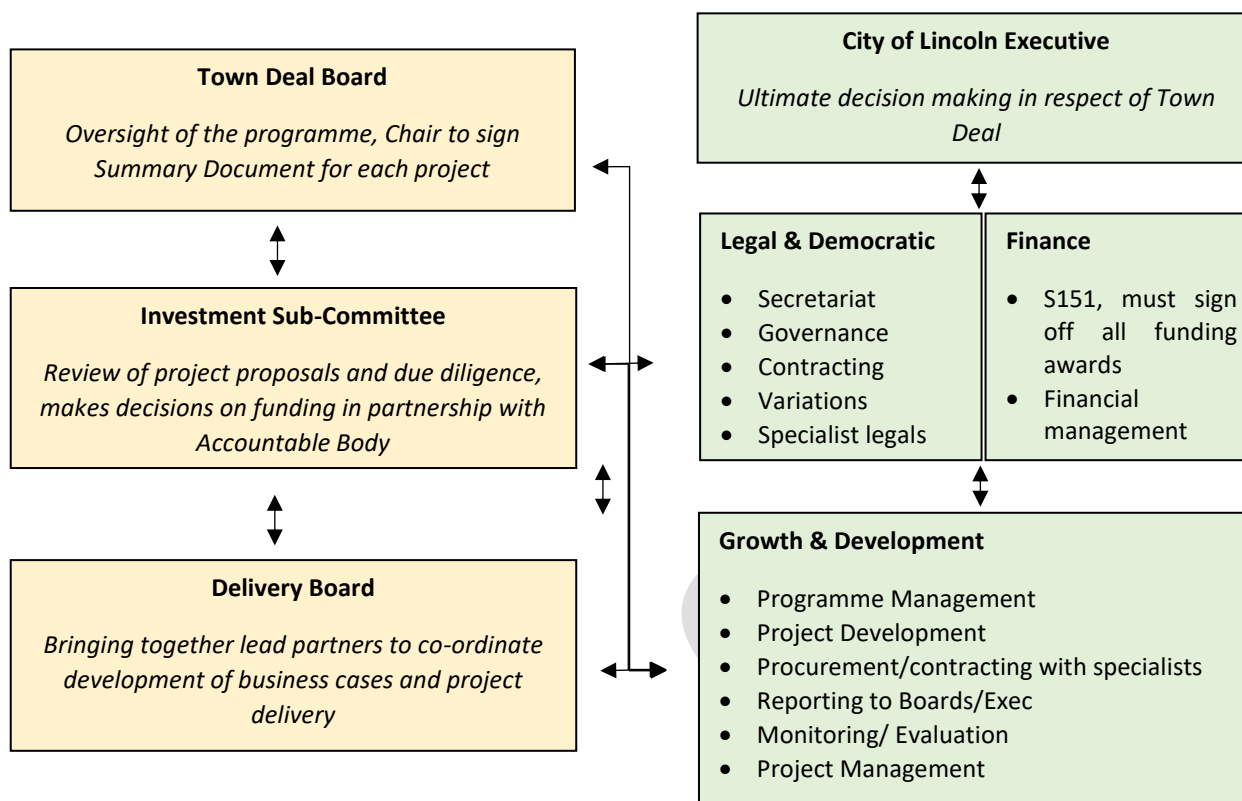
15. In carrying out the above role, the Accountable Body will follow City of Lincoln Council policies and procedures, including in respect of:

- Financial management
- Procurement of goods and services
- Ensuring compliance with relevant legislation
- Information governance (including under the Freedom of Information Act and Data Protection Act and the General Data Protection Regulation)
- Local government transparency code

16. The Council will ensure that Town Funding is handled in line with the relevant grant

conditions, retaining appropriate documentation in relation to decisions on funding and project monitoring. The Accountable Body will escalate any concerns regarding non-delivery or mis-management of funds which cannot be resolved at the local level to the Cities and Local Growth Unit.

17. The Council's S151 Officer will have financial oversight of the programme and constituent project funding arrangements. The City Solicitor will have legal oversight of any contracting and wider legal matters in connection with the Town Fund Programme. The Council will seek to ensure that decisions are made in partnership and collaboration with the Investment Sub-Committee and Town Deal Board but all decisions will require approval/ratification by the Council's Executive, or under delegation by the S151 and Director of Major Developments, with the City Solicitor on all legal and contracting matters.
18. Town Funding will be separately identified from the Accountable Body's own funds; the S151 Officer will ensure that towns funding is used appropriately and not for any purpose other than for that which it is intended.
19. A wider support function will be led by the Council's Growth & Development Service Area, with additional expertise provided by Legal Services, Democratic Services and Financial Services. External consultancy services and expertise will also be procured to support this Programme Management Office (PMO), such as to ensure an independent and robust due diligence process. The cost of delivering this function will be funded through a combination of existing in-kind resources and project management fees (part of our Town Fund request).
20. The relationship between the Accountable Body and Town Fund Board Structure is shown below.



21. Lead Officers for the Accountable Body are as follows:

- Angela Andrews – CEO
- Kate Ellis – Director, Major Developments
- Jaclyn Gibson – S151
- Carolyn Wheeler – City Solicitor
- Becky Scott – Legal Services Manager
- Jo Walker – Assistant Director, Growth & Development (Lead Officer)
- Gill Wilson – Growth Strategy & Funding Manager (Programme Manager)

22. In the management and development of the Lincoln Town Fund Programme, Officers will seek to collaborate with other Town Fund areas in order to share best practice and to explore opportunities for cross-working and the sharing of resource and expertise where this is considered to add value or deliver efficiencies.

Business Cases Development

23. The Lincoln Investment Plan provides the vision for sustainable growth in Lincoln over the long-term and a blue-print for an initial programme of schemes to help achieve this vision.

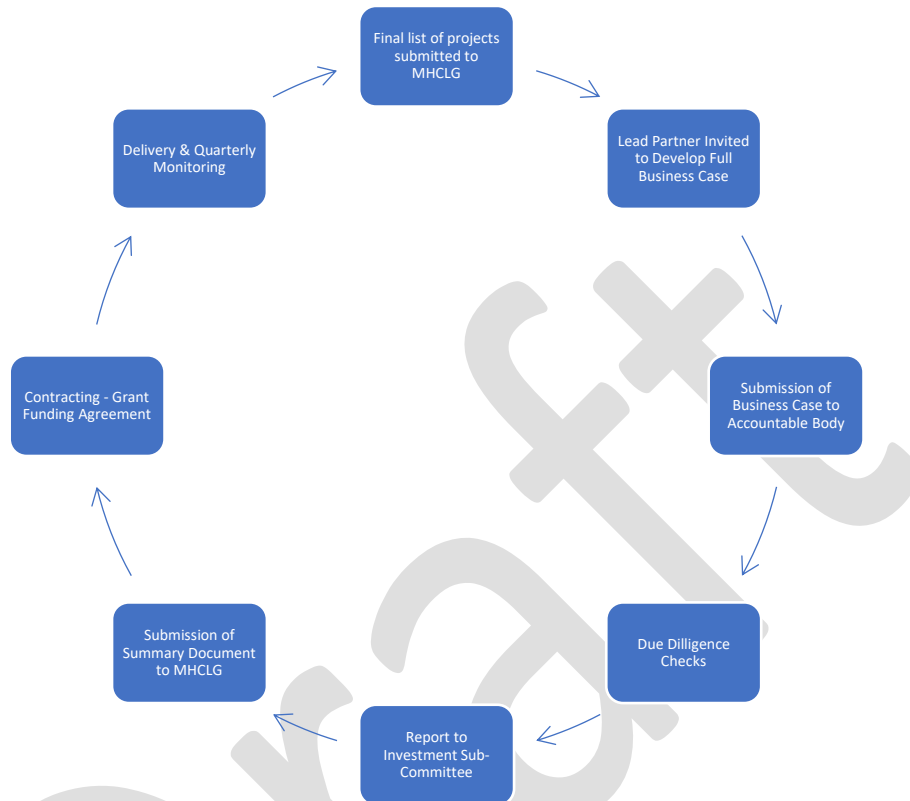
24. The Investment Plan is subject to approval by Government and to a formal Heads of Terms agreement which will dictate the level of funding and the final project selection to

be taken forward to full business case stage.

25. In the event that the level of funding is insufficient to support all schemes (or where certain schemes have been excluded from the programme as a result of Government decision-making), the Investment Sub-Committee will be required to review the overall programme and to determine the final selection and 'in principle' allocation of funds for each of the short-listed schemes to be worked up to full business case stage. **A summary of the final project selection must be submitted to MHCLG within 2 months of agreeing the Heads of Terms, in accordance with the Guidance of 16.12.20.**
26. Thereafter, project leads will be required to develop a full business case for each selected project, in line with the conditions agreed in the Heads of Terms. The Accountable Body will work with project leads, through the Delivery Board and individually to support the development of these business cases and to provide expert support where possible, particularly in relation to the economic case and the calculation of Benefit-Cost Ratios and or Net Present Social Value (see below 5-point business case), subject to available funding. **However, responsibility for the development and drafting of the final business case will sit with the lead partner for the project in each case.**
27. The Accountable Body will procure independent consultancy support to undertake due diligence and a formal appraisal of each business case to inform the final decision making on whether or not to approve a project for funding – a decision that must be made by the Accountable Body, working in partnership with the Investment Sub-Committee. This will ensure fair, robust and transparent decision making. It will also serve to ensure independent checks are in place, which is important, particularly where the Accountable Body will also be the lead partner for the delivery of a particular scheme. For all schemes which are being delivered directly by the Accountable Body, approval will also be required by the Council Executive, in addition to the Investment Committee and in line with the Council's Financial Regulations.
28. A formal award shall not be approved by the Investment Sub-Committee until a full business case has been developed which has passed due diligence and been approved by the Accountable Body.
29. Once a decision to approve a funding award has been made, the Accountable Body will enter into a Grant Funding Agreement (GFA) with the lead partner for the delivery of this project. Thereafter, the lead partner will be responsible for the management and monitoring of this project and will need to complete regular monitoring returns to enable the Accountable Body to carry out its overall programme management duties.
30. Where the Accountable Body is also leading on the delivery of a project, the Council will ensure that there is a separation of duties between those managing the programme and those involved in the delivery of the project. The Council's Project Manager in each case will be accountable for the project and for meeting any conditions set out in the

Agreement with government and identified as part of the due diligence check. The Project Manager will complete regular monitoring returns in the same way as an external partner would be required to do, to ensure that the project is being managed in accordance with the requirement of the programme.

31. The diagram below is a visual outline of this process:



32. It is proposed to adopt the business case methodology developed by the Greater Lincolnshire LEP, which adopts the principles set out within the HM Treasury Green Book. **The current business case template developed by the LEP is included in Appendix 5, adapted to fit with the Town Fund Guidance so far. This will be reviewed/adapted to align with any additional guidance/conditions imposed as part of the Heads of Terms.**

33. Within the business case, projects will be required to meet the criteria set out below, building on the information provided within the Project Proformas for Section 2 of the Investment Plan:

- **strategic case** – must show the rationale, background, policy context and strategic fit of the public expenditure or public intervention, this should include clear objectives with a robust logic of change from inputs to outcomes.
- **economic case** – with evidence of why a privately provided solution would fall short of what is optimal (market failure) and a list of options to achieve a better outcome. “Do nothing” should always be an option. The case must build on robust verifiable

- evidence, consider additionality, and displacement of activity, and include a sensitivity analysis and a correction for optimism bias if risk is a factor for success. Value for money is ideally demonstrated in a credible Benefit-Cost Ratio, but where some of the costs and/or benefits cannot be monetised at the present time, the economic case should proportionally capture these impacts and specify a partial value for money measure. Wider benefits and costs should be considered and specified where these are sizeable, compared with the direct impacts. Towns should decide how to treat Covid-19 impacts.
- **commercial case** – demonstrate commercial viability or contractual structure for the project, including procurement where applicable.
 - **financial case** – standard appraisal of financial implications of the project, where applicable this should include budgets, cash flow, and contingencies.
 - **Management case** – how the project will be delivered
34. The final business case must pass an independent due diligence check in order to be recommended for approval by the Board.

Scope of Due Diligence

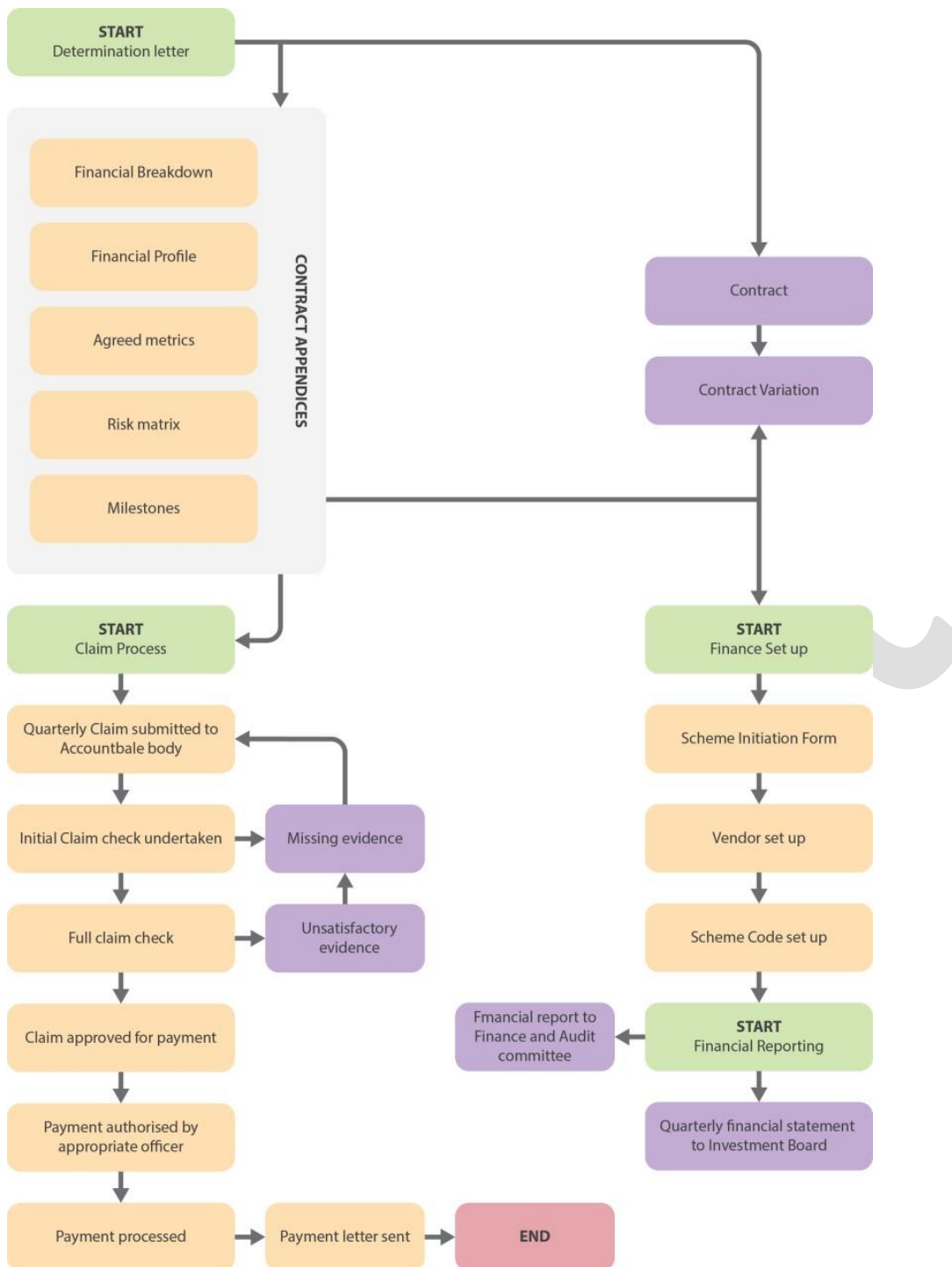
35. This process will incorporate verification of outputs and a value for money assessment. Information such as development appraisals, cost plans, valuations, statement to verify state aid compliance and other information will be required to substantiate the information within project business cases as relevant.
36. The scope of the due diligence appraisal is proposed as follows:
1. Project summary and planning status
 2. Funding sought and status of match funding
 3. Key Issues
 4. Review of Strategic Case
 5. Review of Economic Case, including assessment of outputs and value for money
 6. Review of Commercial Case, including market assessment and development appraisal as relevant to the scheme
 7. Review of Financial Case, including review of the mechanism for investment, procurement, state aid and legal compliance
 8. Review of Management Case, including assessment of deliverability, programme and milestones
 9. Overall Risk Assessment
 10. Conditions and terms for the funding agreement
 11. Conclusions & Recommendations
37. The due diligence process will be an independent appraisal, subject to external tender and appointment by the Accountable Body.

Decision

- 38. The Investment Sub-Committee will be convened on a quarterly basis or as the need dictates to formally approve and monitor scheme progress.
- 39. As a minimum, it is proposed that 3 representatives must be present for all investment decisions.
- 40. Due diligence reports must be reviewed by the Accountable Body. They will then be presented to the Committee with a final recommendation on each scheme. The Committee will then formally decide whether to approve, reject or defer a scheme for further information.
- 41. All projects will require sign-off by the Accountable Body to ensure financial/legal compliance prior to proceeding to contractual arrangements.

Contracting & Claims

- 42. The diagram on the following page indicates the process for contracting and claims.
- 43. A Grant Funding Agreement will be developed by the Accountable Body to align with its requirements in respect of the management and monitoring of Town deal projects. The Schedule sections of the contract will then include bespoke information relating to each project and take into account contractual obligations emerging from the due diligence appraisal process and expectations in terms of monitoring and evaluation of expenditure, outputs and outcomes.
- 44. (Subject to verification with MHCLG on a date from which spend may be legitimately claimed/any further detailed guidance) There may be occasions where projects incur essential eligible costs in advance of the contractual agreement being in place, for example, project design fees, planning fees, procurement costs, etc. These costs could be included within and considered as part of the due diligence appraisal, and if approved for funding support, would be specifically identified within schedules of the contractual agreement for the project.



Monitoring & Grant Claims

42. The Accountable Body will meet with Lead Partners once they are contracted to explain claiming procedures and reporting.
43. The Accountable Body will monitor performance of all projects every quarter and organise site visits/monitoring visits to each project once a year as a minimum. If a project is not performing as expected more frequent visits and progress meetings will be held with the funding recipients.
44. Funding recipients will provide quarterly claims to the Accountable Body, completing progress report information and spend/output updates on each claim. However, where a project is unable to financially cover its costs in the first quarter, an advance payment may be authorized, subject to approval by the Investment Sub-Committee.
45. Monitoring claims will cover – financial information, monitoring data, delivery progress, procurement.
46. The member of the Accountable Body who checks the claim and passes this will then trigger an approval, to be signed in accordance with scheme of delegation contained within the City of Lincoln's Financial Procedures.
47. The Accountable Body will ensure from the outset that robust and suitable systems and processes are in place locally in order to maintain adequate audit trails and manage information effectively and efficiently.
48. The Accountable Body will review progress against outputs and outcomes quarterly until all outputs have been achieved.
49. Subject to government monitoring requirements, a quarterly reporting dashboard will provide the Investment Sub-Committee with regular, detailed RAG rated information on how the project and overall programme is performing.
50. Where a project is Red RAG rated, it will be subject to monthly monitoring by the Accountable Body. If improvement is not demonstrated, this could result in withholding or claw-back of funds (see below).
51. It is expected that the Accountable Body will commission an independent evaluation of the overall programme.

Claw-back

52. The GFA will set out the conditions relating to the project and the responsibilities for all parties.
53. The funding agreement also includes a mechanism for clawback. This will ensure that that funding is only spent on the specified scheme and linked the delivery of outputs and outcomes, whilst giving the Accountable Body the option of clawing back funds for poor performance, misuse of funds or where a project is changes from its original purpose or where assets are disposed of within a certain period. Any decision to clawback funds will be made by the Investment Sub-Committee.
54. As a benchmark, it is proposed that if performance in terms of spend and/or outputs in more than 3 claims is deemed to be very poor, the funding position should be reviewed by the Investment Sub-Committee. In this case, the project could lose its funding and have to repay what has already been received to date.

Variation Orders

55. There may be circumstances where projects need to declare variations to cost headings or changes to forecast levels of outputs or expenditure. Where variations to costs/outputs do not exceed 10% of the original amount allocated to the project within the contractual agreement, a Justification Form will be completed by the relevant project manager, providing a full explanation for the revision/increase, and any additional information which may help clarify the changes being requested.
56. The Accountable Body will review the justification request and either approve or reject the proposals, highlighting reasons for the decision made. A variation order can then be raised and processed by the Accountable Body. Recommended decisions on variations over 10% will be formally submitted for consideration to the Investment Sub-Committee and flagged with the Local Growth Unit as appropriate.

Pipeline

57. (Subject to verification with MHCLG /any further detailed guidance) It may be important to have a pipeline of schemes should funding be withdrawn from the initial shortlisted schemes due to projects failing to pass the due diligence

check or contractual obligations.

58. Where previously committed funds are removed from a project, subject to the terms of any agreement with Government, it is proposed that the Investment Sub-Committee consider alternative schemes within the Investment Plan (or fitting with this plan) deemed most deliverable and to invite them to submit a full business case for assessment.

Appendices:

Appendix 1 – Terms of Reference Board

Appendix 2 – Terms of Reference Delivery Board

Appendix 3 – Draft Terms of Reference Investment Sub-Committee

Appendix 4 – Code of Conduct

Appendix 5 – Business Case Template (LEP) (To Be Reviewed for Town Deal, in line with HoT)

Appendix 6 – Grant Funding Agreement (To Be Developed, in line with HoT)

Appendix 1: Terms of Reference, Town Deal Board

Proposed changes highlighted and in red text.

1. Purpose

- 1.1. To bring together public, private and community sector organisations to develop and deliver a strategic vision and 5 year Investment Plan for Lincoln which will drive economic growth for the benefit of all. The Lincoln Investment Plan provides the vision for sustainable growth in Lincoln over the long-term and a blue-print for an initial programme of schemes to help achieve this vision.

2. Key Duties

- 2.1. To develop and agree an evidence-based Town Investment Plan which identifies a clear vision for the economy and opportunities for intervention to drive growth;
- 2.2. To act in an advisory capacity to the Lead Council in respect of the allocation and spend of Capacity Funding to assist with the delivery of the Town Investment Plan;
- 2.3. To receive progress reports from the Delivery Board in relation to the development and implementation of the Town Investment Plan;
- 2.4. To provide appropriate guidance and support to the Delivery Board to assist with the development and implementation of the Town Investment Plan;
- 2.5. To promote Lincoln as a place to invest and to champion the Lincoln vision and Investment Plan, advocating for support from partners to maximise positive outcomes;
- 2.6. To communicate and engage with stakeholders in the development and delivery of the Town Investment Plan;
- 2.7. To share knowledge, best practice and intelligence in order to develop an effective strategy;
- 2.8. To work collaboratively to secure funding and resources to enable the delivery of interventions identified within the Town Investment Plan where these cannot be financed entirely via the private sector;
- 2.9. To monitor the implementation of the Town Investment Plan and evaluate the impact of activities funded through the Town Deal programme to improve productivity across the local economy.

2.10. To appoint an Investment Sub-Committee to assess, prioritise and approve projects to be delivered as part of the Town Deal Programme within Lincoln, in partnership with the Accountable Body.

3. Membership

3.1. The Board shall comprise of representatives from the public, private and community sectors as required under the terms of the Town Deal Programme. The Membership structure shall be as follows.

- City of Lincoln Council (Lead Council) – 2 representatives
- Lincolnshire County Council (Upper Tier Authority) – 2 representatives
- Private Sector Companies – representatives as follows:
 - Retail/High Street – 2 representatives
 - Engineering – 1 representative
 - Digital – 2 representatives
 - Development – 1 representative
 - Finance/investment – 1 representative
- Community – 2 representatives
- MP/Lords – 2 representatives
- Anchor Institutions – representatives as follows:
 - University of Lincoln – 1 representative
 - Bishop Grosseteste University – 1 representative
 - Police – 1 representative
 - NHS – 1 representative
 - RAF Waddington – 1 representative
 - Visit Lincoln – 1 representative
 - Lincoln College – 1 representative

3.2 The Board shall have the option to co-opt additional representatives from the stakeholder groups identified within the Town Deal Prospectus as required to provide additional support and specialist knowledge to assist with the development and delivery of the Town Investment Plan.

3.3 The membership structure shall be reviewed by the Board on an annual basis. Any changes to the proposed structure must be approved by the Board.

3.4 The Board shall appoint experienced independent representatives to fulfil the roles of Chair and Vice-Chair.

4. Attendance

4.1 The Board shall meet on a quarterly basis as a minimum. The Board may meet at other times as agreed between the members of the Board and may approve recommendations via written procedure, including via electronic communication.

4.2 Board members may nominate a substitute representative to attend meetings on their behalf. Substitute representatives shall be permitted to participate in discussion but shall not be entitled to vote.

- 4.3 External advisers may be invited to attend all or part of any meeting as and when appropriate with the prior approval of the Chair. Advisers shall not be entitled to participate in the decision-making process.
- 4.4 With the prior agreement of the Chair, Board members may participate in a meeting by means of a conference telephone or similar form of communication and shall be entitled to participate in decision making and be counted in a quorum accordingly.
- 4.5 An identified representative of the City of Lincoln Council shall be the secretary for the Board.

5. Notice of Meetings

- 5.1. Meetings of the Board shall be called by the secretary of the Board at the request of the Chair of the Board. The agenda and papers for meetings shall be approved by the Chair.
- 5.2. Unless otherwise agreed, notice of each meeting confirming the venue, time and date together with an agenda of the matters to be discussed at the meeting shall be forwarded to each member and any other person required to attend no later than five business days before the date of the meeting. Any supporting papers shall be sent to each member of the Board and other attendees (as appropriate) at the same time.

6. Quorum

- 6.1. A quorum shall be 10 members present, including at least one Lead Council representative.

7. Declarations of Interest

- 7.1 Whenever a Board member has an interest in a matter to be discussed at a meeting the member so conflicted shall immediately declare the nature of the conflict or potential conflict and withdraw from any meeting where the conflict would be relevant.

8. Decisions

- 8.1. Each member of the Board shall have one vote which may be cast on matters considered at the meeting. Votes can only be cast by members attending a meeting of the Board, or by proxy vote.
- 8.2. Any decision of the Board must be a majority decision.
- 8.3. If any decision made by the Board has a significant impact on a Board Member (for example on the Board Member's landholding or property interests) then such majority voting as identified in paragraph 8.2, must include the principle that that member directly affected by the decision must be part of the majority vote in order for the decision to carry.

- 8.4. If a matter that is considered by the Board is one where a Board member, either directly or indirectly has a personal interest, that member shall not be permitted to vote at the meeting and not take part in discussions.
- 8.5. Save where he or she has a personal interest, the Chair will have a casting vote.

9. Reporting

- 9.1. The proceedings and resolutions of meetings of the Board, including the names of those present and in attendance, shall be minuted by the secretary of the Board.
- 9.2. Minutes of meetings of the Board shall be approved in draft form by the Chair and disseminated to Board no later than ten working days following the meeting. Minutes shall remain in draft until approval by the Board at the Board's next meeting.

10. General

- 10.1. Members of the Board shall abide by the Code of Conduct and return Declaration of Interests on an annual basis.
- 10.2. The Board shall give due consideration to all laws and regulations as appropriate.
- 10.3. The Board will, from time to time, consider projects and proposals of a "commercial in confidence" or sensitive nature. All Board Members and Observers will observe the need for confidentiality in this respect.
- 10.4. The Board may amend these Terms of Reference at any time and will be reviewed annually.

Appendix 2: Terms of Reference, Delivery Board 2021-2022

1. Purpose

- 1.1. To work in partnership to support the development and delivery of the Lincoln Town Investment Plan's five-year Project Programme, acting in an advisory capacity to the Town Deal Board and Investment sub-Committee.

2. Key Duties 2021-2022

- 2.1. To lead on, the continued coordination, development and delivery of the Town Investment Plan and Project Programme.
- 2.2. To coordinate and progress Project programme business case development and report to and receive instruction from the Town Deal Board and the Investment Sub-committee.
- 2.3. To support Programme delivery through regular Project review, particularly in respect of;
 - Project stage and Planning status
 - Funding sources and status of match funding
 - Key Issues
 - Continued Strategic need
 - Economic Case, including assessment of outputs and value for money.
 - Commercial Case, including market assessment and development appraisal as relevant to the scheme.
 - Financial Case, including review of the mechanism for investment, procurement, state aid and legal compliance.
 - Management Case, including assessment of deliverability, programme, and milestones.
 - Overall Delivery Risk Assessment
- 2.4. To prepare progress report on business case development to the Investment Sub-Committee to enable assessment, prioritization, and approval of projects.
- 2.5. To support Business case development through Partnership working and use of specialist working groups (making use of existing governance structures wherever possible) ;

- 2.6. To work collaboratively to secure funding and resources as required to support Programme delivery.
- 2.7. To receive reports from lead partners in respect of programme projects;
- 12.8 To support the Board in promoting the Town Deal Programme and Investment Plan and advocating for support from partners.

3. Membership

- 3.1. The Delivery Board shall comprise of Project leads from the respective partner organizations, the Lead Council and any organization's identified to support the work required to develop and deliver the programme.
- 3.2. The Delivery Board shall have the option to co-opt additional representatives from the stakeholder groups as required to provide additional support and specialist knowledge to assist with the development and delivery of the Town Investment Plan.

4. Meetings

- 4.1 Meetings and wider stakeholder workshops shall be held as the need dictates to support the Town Deal Programme.

1. Purpose

- 1.1. To work in partnership with the Accountable Body to assess, priorities and approve projects to be delivered as part of the Town Fund Programme within Lincoln.

2. Key Duties

- 2.1. To assess and prioritise a final list of projects to progress to full business case stage, in accordance with the Heads of Terms Agreement with Government.
- 2.2. To undertake a final strategic assessment of projects through to contracting stage, based on the recommendations of an independent due diligence process.
- 2.3. To recommend the approval of projects for contracting and delivery, subject to final approval by the Accountable Body.
- 2.4. To monitor the performance of approved projects on a quarterly basis during the delivery stage and in accordance with the terms set out within the Grant Funding Agreements for each project.
- 2.5. To maintain a pipeline of projects for consideration in the event of additional funding becoming available or the non-delivery of selected projects.
- 2.6. To regularly review the structure, size and composition (including the skills, knowledge, experience and diversity) of the Committee and make recommendations to the main Town Deal Board (hereby referred to as the 'Board') with regard to any changes.
- 2.7. To work and liaise as necessary with the Board and to consider any other matters as may be requested by the Board.

3. Membership

- 3.1. The members of the Committee shall be appointed by the Board and may be removed at any time by the Board.
- 3.2. The Committee shall comprise of 6 members – 3 private and 3 public sector representatives, including 1 representative from the Accountable Body.
- 3.3. The Board shall appoint the Chair of the Committee.

- 3.4. The membership and structure of the Committee shall be reviewed on an annual basis by the Board.

4. Attendance

- 4.1. The Committee will meet at least four times a year.
- 4.2. The Committee may meet at other times during the year as agreed between the members of the Committee or as otherwise requested by the Board and may approve recommendations via written procedure, including via electronic communication.
- 4.3. Only members of the Committee have the right to attend Committee meetings but other representatives and external advisers may be invited to attend all or part of any meeting as and when appropriate as observers provided that that such parties agree to be bound by the Code of Conduct and shall be entitled to speak at the meeting with the prior permission of the Chair but shall not be entitled to vote.
- 4.4. Any member may participate in a meeting by digital means. Participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and he or she shall be entitled to vote and be counted in a quorum accordingly.
- 4.5. An identified City of Lincoln Council (Accountable Body) officer or his or her nominee shall be the secretary of the Committee.

5. Notice of Meetings

- 5.1. Meetings of the Committee shall be called by the secretary of the Committee at the request of the Chair of the Committee or the Board.
- 5.2. Unless otherwise agreed, notice of each meeting confirming the venue, time and date together with an agenda of the matters to be discussed at the meeting shall be forwarded to each member and any other person required to attend no later than five business days before the date of the meeting. Any supporting papers shall be sent to each member of the Board and other attendees (as appropriate) at the same time.

6. Quorum

- 6.1. A quorum shall be 3 members present, including at least one private sector representative.

7. Declarations of Interest

- 7.2. Whenever a Committee member has an interest in a matter to be discussed at a meeting the member so conflicted shall immediately declare the nature of the conflict or potential conflict and withdraw from all or part of any meeting where the conflict would be relevant.

8. Decisions

- 8.1. Each member of the Committee shall have one vote which may be cast on matters considered at the meeting. Votes can only be cast by members attending a meeting of the Committee.
- 8.2. Any decision of the Committee must be a majority decision.
- 8.3. If a matter that is considered by the Committee is one where a Committee member, either directly or indirectly has a personal interest, that member shall not be permitted to vote on that matter and may not take part in discussions relating to that matter. In this instance, the Committee member shall be required to leave the meeting until such time as the matter has been dealt with and any vote has taken place.
- 8.4. Save where he or she has a personal interest, the Chair will have a casting vote.
- 8.5. A resolution in writing, send to all members entitled to receive notice of a meeting of the Committee and agreed in writing by a majority of the members shall be valid and effectual as if it has been passed at a meeting duly convened and held and may consist of several documents in materially the same form each agreed in writing by one or more members. This includes via the use of electronic mail.

9. Reporting

- 9.1. The proceedings and resolutions of meetings of the Committee, including the names of those present and in attendance, shall be minuted by the secretary of the Committee.
- 9.2. Draft minutes of each meeting will be circulated to all members of the Committee. Once approved, the minutes of each meeting will be submitted to the Board as a formal record of the decisions of the Committee on behalf of the Board unless it would be inappropriate to do so.
- 9.3. The Committee shall produce an annual report, summarizing project progress and spend and any other matters pertinent to the delivery of the programme. This report will be presented to the Town Deal Board.

10. General

- 10.1. Members of the Committee shall abide by the Code of Conduct and return Declaration of Interests on an annual basis.
- 10.2. The Committee shall give due consideration to all laws and regulations as appropriate.
- 10.3. The Committee will, from time to time, consider projects and proposals of a “commercial in confidence” or sensitive nature. All Board Members and Observers will observe the need for confidentiality in this respect.
- 10.4. The Committee may amend these Terms of Reference at any time and will be reviewed annually.



CODE OF CONDUCT

For members of

Lincoln Town Deal Board

Code of Conduct

1 Application

This Code of Conduct applies to you when acting as a member of the Town Deal Board.

The Code is based on the 'Nolan Principles – the seven principles of public life' as set out below:

- Selflessness
- Integrity
- Objectivity
- Accountability
- Openness
- Honesty
- Leadership

2 Duty to promote the success of the Lincoln Town Deal Board

A Member must act in the way they consider, in good faith, would be the most likely to promote the success of the Lincoln Town Deal Board for the benefit of Lincoln as a whole. The term 'good faith' allows members freedom to exercise commercial judgement without fear of having the courts interfering with their commercial decisions.

Amongst other matters, within decision making, members must have regard to: -

- The likely consequences of any decision on the Town Deal Board;
- The need to foster the relationships members have with partners, stakeholders and others;
- The impact of the activities on the community and the environment;
- The desirability of the member maintaining a reputation for high standards of conduct.

3 Duty to exercise independent judgment

A Member must act independently and with integrity, ensuring that they are always acting in the best interests of the Lincoln Town Deal Board as a whole and are not unlawfully influenced by a third party.

4 Duty to exercise reasonable care, skill and diligence

A member, must exercise reasonable care, skill and diligence. This means the care, skill and diligence that would be exercised by a reasonable diligent person with: -

- The general knowledge, skill and experience that may reasonably be expected of a person carrying out the functions carried out by the member in relation to the Board of meeting; and
- The general knowledge, skill and experience that the member in question actually has.

5 Duty to avoid conflicts of interest

Members must avoid situations where they can, or have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Lincoln Town Deal Board.

This applies in particular to the exploitations of any property, information or opportunity. It is immaterial whether the Lincoln Town Deal Board could take advantage of the property, information or opportunity in question.

6 Duty to declare interest in proposed transaction or arrangement

If members are in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Lincoln Town Deal Board, they must declare the nature and extent of their interest to the other Members. The declaration may (but need not) be made: -

- At a meeting; or
- By written notice to the relevant Board or meeting members.

7 Duty not to accept benefits from third parties

Members must not accept a benefit from a third party conferred by reason of: -

- Them being a Board member; or
- them doing (or not doing) anything as a Board Member.

A “third party” means a person other than a member, an associated body corporate or a person acting on behalf of the Lincoln Town Deal Board or an associated body corporate.

8 Register of Interests

As Lead Council for the Town Deal Board, the City of Lincoln Council is required to keep a register of interests for Town Board Members. On becoming a member, or at such times as the City of Lincoln Council may elect, members are required to fill out the attached Register of Interests form held by the City of Lincoln Council and renewed annually. **If an interest arises during the course of the year, the member must update that Register.**

Summary of guidance for Members.

In Summary of the above, as a member you should ensure that at all times you:

1. Act in the Lincoln Town Deal Board's best interests, taking everything you think relevant into account.
2. Adhere to the Terms of Reference for the Board
3. Are diligent, careful and well-informed about the Lincoln Town Deal Board's affairs. If they have any special skills or experience, use them.
4. Make sure the relevant Board keeps records of their decisions (where relevant).
5. Remember that they remain responsible for the work they give to others.
6. Avoid situations where their interests' conflict with those of the Lincoln Town Deal Board. When in doubt, disclose potential conflicts quickly.
7. Seek external advice where necessary.
8. Use the City of Lincoln Council's communications team for all external communications.
9. Keep up to date the Register of Interests

AGREEMENT

AS A MEMBER OF THE LINCOLN TOWN DEAL BOARD, I AGREE TO OBSERVE THE GENERAL DUTIES AND OBLIGATIONS SET OUT IN THIS CODE OF CONDUCT.

Signature.....

Name.....

Date.....



DECLARATION OF INTERESTS

I, (full name in block capitals) ... am

- (a) A member of Lincoln Town Deal Board and give notice that I have set out below under the appropriate headings my interests. I have put 'none' where I have no such interests under any heading.

As a board member, I declare that I have the following disclosable pecuniaryⁱ and/or non-pecuniary interestsⁱⁱ. **(Please state 'None' where appropriate, do not leave any boxes blank).**

NOTIFICATION OF CHANGES OF CIRCUMSTANCES

Each Member shall review their individual register of interests before each board meeting and decision-making committee meeting where applicable, submitting any necessary revisions to the City of Lincoln Council, as Lead Council and Board Secretary, at the start of the meeting.

Even if a meeting has not taken place a member must, within 28 days of becoming aware of any change to the interests specified below, provide written notification to the City of Lincoln Council of that change.

SECTION 1	ANY EMPLOYMENT, OFFICE, TRADE, PROFESSION OR VOCATION CARRIED ON FOR PROFIT OR GAIN	DECLARATION
1.1	Name of: - Your employer(s)	

	<ul style="list-style-type: none"> - Any business carried on by you - Any other role in which you receive remuneration (this includes remunerated roles such as councillors) 	
1.2	Description of employment or business activity	
1.3	The name of any firm in which you are a partner	
1.4	The name of any company for which you are a remunerated director	
SECTION 2	SPONSORSHIP	
2.1	<p>Any financial benefit obtained which is paid as a result of carrying out duties as a Member.</p> <p>This includes any payment of financial benefit from a Trade Union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992 (a)</p>	
SECTION 3	CONTRACTS	
3.1	Any contract for goods, works or services with the City of Lincoln Council in respect of the Town Deal Programme that has not been fully discharged by any organisation named at 1.1	
3.2	Any contract for goods, works or services entered into by any organisation named at 1.1 where either part is likely to have a commercial interest in the outcome of the business being decided by the Lincoln Town Deal Board in the forthcoming meeting.	
SECTION 4	LAND OR PROPERTY	

4.1	<p>Any beneficial interest you or any organisation listed at 1.1 may have in land or property which is likely to be affected by a decision made by the Lincoln Town Deal Board in the forthcoming meeting.</p> <p>This would include, within the area of the City of Lincoln:</p> <ul style="list-style-type: none"> ○ Any beneficial interest in any land in the City of Lincoln areas, including your place(s) of residency <p>For property interests, please state the first part of the postcode where the property resides. If you own/lease more than one property in a single postcode area, please state this.</p>	
SECTION 5	SECURITIES	
5.1	<p>Any interest in securities of an organisation under 1.1. where: -</p> <p>(a) That body (to my knowledge) has a place of business or land in the area of the City of Lincoln ; and</p> <p>(b) Either –</p> <p>(i) The total nomination value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body; or</p> <p>(ii) If the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which has a beneficial interest exceeds one hundredth of the total issues share capital of that class.</p>	
SECTION 6	GIFTS AND HOSPITALITY	

6.1	Any gifts and/or hospitality received as a result of membership of the Lincoln Town Deal Board (above the value of £50)	
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OTHER INTERESTS

Member of Organisations

I am a member of, or I am in a position of general control, a trustee of, or participate in the management of;

1. Any body to which I have been appointed or nominated by my employer:

2. Any body exercising functions of a public nature (e.g. school governing body):

3. Any body directed to charitable purposes:

4. Any body, one of whose principal purposes includes the influence of public opinion or policy (including any political party or trade union):

5. Any other interest which I hold which might reasonably be likely to be perceived as affecting my conduct or influencing my actions in relation to my role.

BOARD MEMBER'S DECLARATION AND SIGNATURE

I confirm that having carried out reasonable investigation, the information given above is a true and accurate record of my relevant interests, given in good faith and to the best of my knowledge;

Date	
Member's Name (Capitals – in full)	
Signature	

RECEIPT BY CITY OF LINCOLN COUNCIL on behalf of the Lincoln Town Deal Board

Date received by the City of Lincoln Council	
Signature of City of Lincoln Council Chief Executive	

ⁱ For the purposes of this guidance, we are using the definition of a pecuniary interest as set out in the [Localism Act 2011](#) and The Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012. A pecuniary interest in a matter is one where there is a reasonable likelihood or expectation of appreciable financial loss or gain

ⁱⁱ A Non-Pecuniary interest is any interest which is not listed in the [Schedule to The Relevant Authorities \(Disclosable Pecuniary Interests\) Regulations 2012 \(No.1464\)](#). Non-pecuniary interests do not have a financial or other material component. (They may arise from personal or family relationships or involvement in sporting, social or cultural activities.)

Appendix 5: Business Case Template (LEP)

Draft

Application for Town Funding

Stage 2: Detailed Business Case

Some of the information requested in this form has already been provided in your Expression of Interest Form, included as part of the Town Investment Plan (Section 2). This detailed business case requires you to expand on this information, to address any specific conditions pertinent to your project and included within the Heads of Terms agreement and to ensure that all 5 cases identified within the Green Book are addressed to a satisfactory standard to give confidence to the Accountable Body, Town Deal Board and MHCLG that the scheme is deliverable.

Project Name		Project Ref:	
Project Location	(please include site plan as appendix)		
Site ownership			
Planning Application Ref			

Total Project Value (£)		Town Funding Sought (£)	
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Lead Applicant			
Organisation Type			
Applicant Address			
Main Contact Person			
Contact Email		Telephone	

Project Start Date <i>date from which eligible expenditure will be incurred</i>	Financial Completion Date <i>date by which eligible costs will have been defrayed</i>	Practical Completion Date <i>date by which all Outputs/Results will be achieved</i>	Activity Completion Date <i>the date by which all the operation's activities described in the application will be completed</i>

Funding Summary					
	Town Funding (a)	Public Match Funding (b) – please state	Private Match Funding (c) Please state	Totals (d)	Contribution Rates (if applicable) (a)/(d) x 100
Capital					
Revenue					
Totals					

Delivery Partners				
Will you work with other organisations to deliver this project?	YES		NO	
If YES, please state which other lead partners will be involved in delivery.				

1. Project Summary
1.1 What is the Project? Please summarise the purpose and key objectives of the project and describe what it will deliver
1.2 How will the project be delivered? Briefly explain: <ul style="list-style-type: none"> • The specific activities that will be undertaken as part of the project • Who are the target beneficiaries? • Where the project's activity will take place

2. Strategic Case
2.1 Why is the project needed in Lincoln?
<div></div>
2.2 What research or evidence has been undertaken to demonstrate the need, demand or impact of this project? Please attach or provide links to completed studies and impact assessments where available.
<div></div>
2.3 Please explain how the project will deliver the strategic objectives of the Town Deal Programme and the Lincoln Investment Plan and will demonstrate alignment with other local growth priorities. How will the project support the key principles of sustainable development – including Equality and Diversity
<div></div>

3. Project Timeline and Milestones

Please outline the key steps that have been, or will be, completed to ensure delivery of the project. Please note key milestones will be incorporated into the funding agreement and form the basis for formal monitoring of the project.

Milestone	Forecast Commencement /Submission Date	Forecast Completion/ Award Date	Comments
Initial scheme design			
Feasibility work			
Acquisition of statutory powers			
Detailed design			
Planning Permission			
Match funding secured			
Procurement process			
Procurement contracts Awarded			
Construction			
Activity/Outcomes			

Please provide details on any other key work or stages that need to be completed (by when) to ensure delivery

Milestone	Forecast Date	Comments

4. Economic Case - Options Analysis

4.1 Why should the project receive Town Funding? Please explain and provide evidence of why a privately provided solution would fall short of what is optimal (market failure).

4.2 What other funding or delivery mechanisms have been considered to deliver the proposed activity?

4.3 What other options have been considered and why is the proposed activity considered the most appropriate solution?
4.4 Additionality: What will the project deliver above and beyond what would happen anyway?
4.5 Scalability: What would happen if reduced funding was available?
4.6 Displacement: will the proposed intervention lead to a reduction in economic activity elsewhere?

5. Financial & Commercial Case - Proposed Costs						
5.1 Funding Profile						
	Year 1 20/21	Year 2 21/22	Year 3 22/23	Year 4 23/24	Year 5 24/25	Total
i) Capital						
Town Fund						
Public						
Private						

Total Capital						
ii) Revenue Costs						
Total revenue						
Total Project Costs						
Total Town Funding						

5.2 Please provide more detail on what Town funding will be spent on including a detailed breakdown of the financial position of the project, incorporating all values and costs directly associated with delivery of the scheme. All costs and values to be supported by relevant information as required and specified within Section 8 of this Detailed Business Case.

5.3 Please detail the key assumptions used in the development of your budget and the research completed to prepare it, including how you ensure that the costs are commensurate with the required quality.

5.4 State the source(s) of your match funding, whether it is in place and if not, when is it likely to be confirmed?

5.5 Outline how the scheme will be commercially viable/financially sustainable beyond the initial funding period. Please append further documentation as outlined in section 8 to support the case as required.

6. Forecast Outputs & Benefit Cost Calculation							
6.1 Output Profile							
		2021/22	2022/23	2023/24	2024/25	Future Years	Total
i) Core Outputs (Strategic Economic Plan)							
Public Investment Leveraged (£)							
Private Sector Investment Leveraged (£)							
Number of new Jobs Created (gross)							
Number of Jobs Safeguarded (gross)							
Number of new housing units completed							
ii) Local Strategic Outputs							
Commercial floorspace refurbished/constructed and occupied (sqm)							
Number of businesses assisted to improve performance							
Number of learners supported							
Number of new businesses created							
GVA Uplift							
iii) Others (please list) *							

*please refer to appendices for full list of indicators – to check against Town Fund requirements

<p>6.2 Please describe the rationale and assumptions you have made in establishing the outputs and results which will be achieved. This must link clearly to the project's activity and objectives. Please explain your method for calculating the target levels</p>
<p>6.3 Please provide details of the Benefit Cost Ratio for your project and/or Net Present Social Value to demonstrate the overall value for money presented by this scheme. Please append any further documents to demonstrate and quantify your workings.</p>

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6.4 Please outline how the project will gather and assess evidence of outputs and results, in line with the Town Deal monitoring and evaluation framework.

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7. Management Case – Management & Control
7.1 Please describe whether or not the necessary team is in place to carry out the proposed activity and if not what the plans are to recruit the relevant expertise? Please insert structure chart, if available.
7.2 What evidence can you provide that processes meet, or will meet, the public procurement requirements, including:
<ul style="list-style-type: none"> • Advertising contract opportunities to the market; and • Evaluating bids in an open transparent and non-discriminatory manner.
7.3 Please outline the financial management and control systems that would be used for the project, including the process for compiling and authorising Greater Lincolnshire LEP claims for payment?
7.4 Only eligible and defrayed expenditure can be included in a claim for Town Funding. Please explain how the project will manage its cash flow throughout the project's lifetime

7.5 Subsidy Control: The accountable body is required to ensure that funding complies with the rules on subsidy control or state aid. State aid is any advantage granted by public authorities through state resources on a selective basis to any organisations that could potentially distort competition and trade. If your project proposal constitutes state aid we will be unable to fund it unless you can demonstrate that it is outside the scope of or exempt from subsidy control or state aid rules. If you believe this to be the case please provide an explanation below.

7.6 Please explain the key risks identified for the project and how these will be managed and mitigated throughout the project. Please attach separate risk register, if available.

Risk	Owner	Probability	Impact	Mitigation

7.7 Publicity: Please explain what media and communication arrangements you will use to raise awareness of the project and use of Town funding?

7.8 Exit/Forward Strategy: How will project delivery be sustained beyond the initial period of activity funded by the Town fund?

8. Supporting documents checklist		
Where applicable, please submit the following documents with your Full Application		
Document	Supporting Notes	Applicant's comments
Project Site Plan and copy of relevant planning permissions	Showing clear boundaries of all areas to be included in project	
Red Book valuations to support site acquisition/ assembly cost and completed scheme value. Valuation reports produced should be no more than six months old.	Required where funding is being sort to acquire sites/properties, and/or for completed scheme value, against which any clawback liability will be assessed.	
Detailed cashflow and breakdown of budget	To demonstrate a) cost items are eligible for GL LEP Funds b) the forecast cost c) how the costs will be profiled across the project lifetime.	
Scheme plans, Cost Plan/Bill of Quantities. Development appraisal to be provided. If this information is not available a breakdown of all scheme costs, supported with data/assumptions to be provided. Costs should be no more than six months old	The due diligence assessment requires analysis by independent cost consultants to ensure costs are relevant, realistic, market facing, evidence based and thus reliable to enable GLLEP to make an investment decision.	
Explanation of match funding arrangements and estimated timescale for approval	The GL LEP will need to understand where match funding will be sourced from in order to demonstrate deliverability of the overall scheme	
If applicable, proof of irrecoverable VAT on eligible costs	Please supply proof of irrecoverable VAT on eligible costs	
Applicant organisation's relevant policies, including Equality & Diversity Policy, Sustainability Policy	You are responsible for ensuring any Delivery Partners hold a policy	
Gantt Chart	To reflect the key milestones during project set-up, implementation and closure.	
Organogram	An up-to-date organisation chart, including the GL LEP Funds project delivery team. Also, for delivery partners, if applicable.	
Applicant's procurement policy if available	Note that LEP procurement rules supersede organisation's procurement policy	
Other	Any other key, relevant, documents you consider should be submitted including project feasibility studies and impact assessments.	

9. Links for further information

<https://www.greaterlincolnshirelep.co.uk/priorities-and-plans/strategies-and-plans/>
<https://www.greaterlincolnshirelep.co.uk/funding-and-projects/other-funding/growth-deal-single-local-growth-fund-slgf/>
<https://www.gov.uk/guidance/state-aid>

10. Declaration

I declare that I have the authority to represent **[insert name of organisation]** in making this application. I understand that acceptance of this Application does not in any way signify that the project is eligible for support or that funds have been approved towards it. On behalf of **[insert name of organisation]** and having carried out full and proper inquiry, I confirm:

- **[insert name of organisation]** has the legal authority to carry out the project; and
- That the information provided in this application is accurate.

I confirm:

- I have informed all persons in relation to whom I have provided personal information of the details of the personal information I have provided to you and of the purposes for which this information will be used and that I have the consent of the individuals concerned to pass this information to you for these purposes.
- That I shall inform the City of Lincoln Council if, prior to any funds being legally committed to **[name of organisation]**, I become aware of any further information which might reasonably be considered as material to the decision on whether to fund the application.
- An explanation of all match funding arrangements to deliver the scheme will be provided prior to the award of funds.
- I am aware that if the information given in this application turns out to be false or misleading the City of Lincoln Council may demand the repayment of funding and/or terminate a funding agreement pertaining to this Application.
- All relevant documents are retained with a view to providing relevant information in the event of an audit or other investigation

I confirm that I am aware that checks can be made to the relevant authorities to verify this declaration and any person who knowingly or recklessly makes any false statement for the purpose of obtaining grant or for the purpose of assisting any person to obtain grant is liable to be prosecuted. A false or misleading statement will also mean that approval may be revoked and any grant may be withheld or recovered with interest. I am aware that if the Applicant commences any project activity, or enters any legal contracts or makes any binding commitments, for which funding is sought (including the ordering or purchasing of any equipment or services before both the formal approval of the project and the execution of the Funding Agreement), that this expenditure is incurred at the Applicant's own risk as it may not be compliant with funding requirements.

Signed For and on behalf of the Applicant Organisation

Name (BLOCK CAPITALS) Date:

11. Next Steps	
Please forward the completed version of this form by <i>[insert deadline]</i> to	
Name	
Address	
Email	

Draft

Appendix 1 – BIS Project Monitoring Core Metrics (to be collected for all projects and programmes) – TBC to align with Town Fund

	Unit	Frequency	Definition	Data Source
Inputs				
Expenditure	£, by source	Quarterly	Expenditure defrayed directly on the intervention, broken down into LGF funds, other public sector funds and private funds. Where expenditure takes the form of grant support to applicants (e.g. skills capital, some business support), the amount of grant paid to successful applicants should be reported (not the amount approved).	LEP Monitoring Information
Funding breakdown	£, by source	Quarterly	Non LGF Funding delivered - including public, private and third sector match funding, broken down by source. This should not include in-kind contributions	LEP Monitoring Information
In-kind resources provided	Qualitative	Quarterly	Land, buildings or other assets provided to resource the intervention	LEP Monitoring Information
Outcomes				
Jobs connected to the intervention 79	FTEs	Annually	Permanent paid full time equivalent jobs that are directly connected to the intervention, measured by FTE at predetermined "impact sites". This includes: - Employment on occupied commercial premises (in the case of site development) - Employment in supported enterprises (in the case of business or innovation support) - Employment in FE space directly improved or constructed by the intervention "Impact" sites are those sites where there has been a demonstrable unlocking impact as a result of Growth Deals projects (e.g. transport, skills capital) - these sites of "impact" are to be mutually agreed by LEP/HMG in advance of reporting. Excludes jobs created solely to deliver the intervention, e.g. construction jobs. Likely to require primary survey work. Employment is counted gross - no account of deadweight or displacement at the monitoring stage.	Scheme sponsor
Commercial floorspace constructed	sq m, by class	Annually	For both direct employment sites and "impact" sites, the area and class of commercial floorspace completed. "Impact" sites are defined as for jobs created above. Floor areas should be measured in accordance with the RICS Code of measuring practice (6th edition) 2007. A building should be classified as completed once it is on the non-domestic rating list. Does not take account of refurbished floorspace.	Scheme sponsor
Housing unit starts	Number	Annually	For both direct housing sites and "impact" sites, the number of housing units completed. "Impact" sites are defined as for jobs created above.	Scheme sponsor
Housing units completed	Number	Annually	For both direct housing sites and "impact" sites, the number of housing units completed. "Impact" sites are defined as for jobs created above.	Scheme sponsor

Appendix 2 – BIS Project Specific Outputs and Outcomes (to be collected where relevant to the intervention)

	Unit	Frequency	Definition	Data Source
Activity / Output Characteristics				
Transport				
Total length of resurfaced roads	Km	Quarterly	Length of road for which maintenance works have been completed	Scheme sponsor monitoring information
Total length of newly built roads	Km	Quarterly	Length of road for which works have been completed and now open for public use	Scheme sponsor monitoring information
Total length of new cycle ways	Km	Quarterly	Length of cycle way for which works have been completed and now open for public use	Scheme sponsor monitoring information
Type of infrastructure delivered		Bi-Annually	Identify what has been constructed as a result of the project - utilise units where appropriate e.g. length of cycle path	Scheme sponsor monitoring information
Type of service improvement delivered		Bi-Annually	Identify the nature of service improvement as a result of the intervention e.g. improved bus service	Scheme sponsor monitoring information
Land / Property Flood Protection				
Area of site reclaimed, (re)developed or assembled	ha	Quarterly	Area of land directly improved by the project that is now suitable for commercial development where previously it was unattractive to commercial developers. Reclaimed: making the land fit for use by removing physical constraints to development or improving the land for hard end use; providing services to open it up for development, e.g. provision of utilities or service roads	Scheme sponsor monitoring information
Utilities installed		Quarterly	Identify what has been constructed as a result of the project. Drop down list: water pipe; gas pipe, electric cables, internet cable. And km of cabling/piping	Scheme sponsor monitoring information
Area of land experiencing a reduction in flooding likelihood	ha	Quarterly	Area of land with a reduced likelihood of flooding as a result of the project	Scheme sponsor monitoring information
Business Support, Innovation and Broadband				
Number of enterprises receiving non-financial support		Quarterly	Number of SMEs receiving support (including advice and training) with the intention of improving performance (i.e. reduce costs, increase turnover/profit, innovation, exporting). Value of the support should be a minimum of £1,000, calculated at Gross Grant Equivalent (see ERDF guidance) or a minimum of 2 days of consulting advice.	Scheme sponsor monitoring information
Number of new enterprises supported		Quarterly	As above, but businesses that have been trading for less than three years.	Scheme sponsor monitoring information

	Unit	Frequency	Definition	Data Source
Number of potential entrepreneurs assisted to be enterprise ready		Quarterly	Number of individuals receiving non-financial support (i.e. advice or training) with the intention of commencement of trading	Scheme sponsor monitoring information
Number of enterprises receiving grant support		Quarterly	Number of SMEs receiving grant funding support with the intention of improving performance (i.e. reduce costs, increase turnover/profit, innovation, exporting). To be counted where the support is at least £1,000.	Scheme sponsor monitoring information
Number of enterprises receiving financial support other than grants		Quarterly	Number of SMEs receiving funding support in the form of equity or repayable loan instruments with the intention of improving performance (i.e. reduce costs, increase turnover/profit, innovation, exporting). Counted where amount of support is at least £1,000.	Scheme sponsor monitoring information
Additional businesses with broadband access of at least 30mbps		Quarterly	For broadband interventions only: number of additional commercial premises that, as a result of intervention, now have the option to access broadband of at least 30mbps (average), where this was not previously the case	Scheme sponsor monitoring information
Skills Capital				
New build training/learning floorspace	Sq m	Quarterly	The amount of "new build" training/learning floorspace constructed. Figures to be provided following completion.	LEP to record from Post Occupancy Evaluation reports (standard reports submitted to SFA on project completion) and/or project implementation reports submitted by colleges/providers
Refurbished training/learning facilities	Sq m (where FE colleges are involved, by estate grading)	Quarterly	The amount of new training/learning floorspace refurbished to improve building condition and/or fitness for purpose. For FE colleges, this should be by estate grading. Figures to be provided following completion.	LEP to record from Post Occupancy Evaluation reports and/or project implementation reports submitted by colleges/providers
Floorspace rationalised	Sq m	Quarterly	The amount of overall floorspace reduced following completion of the project through, for example, demolition or disposal. Figures to be provided following completion.	LEP to record from Post Occupancy Evaluation reports and/or project implementation reports submitted by colleges/providers

	Unit	Frequency	Definition	Data Source
Outcomes				
Transport				
Follow on investment at site	£, by source	Annually	For "impact" sites, the volume of public, private or third sector investment undertaken at the site over and above that directly associated with the Growth Deals project, where there is a demonstrable link with the Growth Deals project. This should not include in-kind contributions. "Impact" sites are those sites where there has been a demonstrable unlocking impact as a result of the Growth Deals transport project - these sites of "impact" are to be mutually agreed by LEP/HMG in advance of reporting. Likely to require primary survey work. Deliberately constructed as a gross measure, no correction for deadweight or displacement to be applied at this stage.	Scheme sponsor
Commercial floorspace occupied	sq m, by class	Annually	For "impact" sites, the area and class of commercial floorspace completed that is currently occupied by commercial tenants. "Impact" sites are those sites where there has been a demonstrable unlocking impact as a result of the Growth Deals transport project - these sites of "impact" are to be mutually agreed by LEP/HMG in advance of reporting. Likely to require primary survey work Impacts are gross - no account of displacement. This outcome is a further link of the chain proceeding from follow-on investment rather than a completely separate outcome	Scheme sponsor
Commercial rental values	£/sq m per month, by class	Annually	The market rate for leasing commercial floorspace at the "impact" site	Scheme sponsor
Land, Property, and Flood Protection				
Follow on investment at site	£, by source	Annually	For the project site, the volume of public, private or third sector investment undertaken at the site over and above that directly associated with the initial Growth Deals project, where there is a demonstrable link with the Growth Deals project. This should not include in-kind contributions.	Scheme sponsor
Commercial floorspace refurbished	sq m, by class	Annually	For project sites, the area and class of refurbished commercial floorspace. Floor areas should be measured in accordance with the RICS Code of measuring practice (6th edition) 2007.	Scheme sponsor
Commercial floorspace occupied	sq m, by class	Annually	For project sites, the area and class of commercial floorspace constructed/refurbished that is currently occupied by commercial tenants.	Scheme sponsor
Commercial rental values	£/sq m per month, by class	Annually	The market rate for leasing commercial floorspace at the project sites	Scheme sponsor

	Unit	Frequency	Definition	Data Source
Business Support, Innovation, and Broadband				
Financial return on access to finance schemes	%	Annually	The financial return to the scheme associated with revolving/repayable access to finance interventions - measured as a % return on initial investment.	Scheme sponsor monitoring information
Skills Capital				
Follow on investment at site, including revenue funding	£, by source	Annually	For the project site, the volume of public, private or third sector investment undertaken at the site (including revenue funding, for example for training courses) over and above that for the Growth Deals project, where there is a demonstrable link with the Growth Deals project. This should not include in-kind contributions.	College/SFA data
Post code for new build sites	Qualitative	Annually	Post code for new build sites, for matching with SFA database. This information can potentially be used by the SFA to draw out metrics on learners and qualifications at the site level, to be shared with LEPs.	Scheme sponsor monitoring information

Appendix 3 – BIS Additional Monitoring for Specific Schemes

	Unit	Frequency	Definition	Data Source
Transport - to be collected for all projects/programmes involving more than £5m public funding and where these metrics and the collection points are relevant to the intervention				
Average daily traffic and by peak/non-peak periods	Vehicles	Bi-Annually	Average daily traffic by direction; AM, Inter- and PM peak hour traffic flows by direction. Data collection location depends on the potential impact of transport schemes. Peak/inter-peak is defined based on local traffic flows. This applies to most transport interventions.	Automatic Traffic Counters; Manual Classified Counts
Average AM and PM peak journey time per mile on key routes (journey time measurement)	hr/mile	Bi-Annually	Average AM and PM peak journey time per mile on key routes. Traffic congestion statistics reported across whole intervention area and on key corridors targeted for investment.	Trafficmaster data; Automatic Number Plate Recognition
Average AM and PM peak journey time on key routes (journey time measurement)	Minutes	Bi-Annually	Average AM and PM peak journey time on key routes. Data collection location depends on the potential impact of transport schemes.	Journey time suveys
Day-to-day travel time variability	Minutes	Bi-Annually	Standard deviation of AM and PM peak hour journey time. This applies to highway/public transport intervention on key corridors targeted for investment	Journey time suveys; Trafficmaster data

	Unit	Frequency	Definition	Data Source
Average annual CO2 emissions	Tonnes	Bi-Annually	Average annual CO2 emissions Report across whole intervention area	Local Authority Carbon Tool based on distance travelled, vehicle speed and vehicle mix
Accident rate	Number, by severity	Bi-Annually	Number of accidents and accident rate by severity and class of road. Report on key roads/junctions/area targeted for improvement. This metric applies to those schemes which are anticipated to have a significant impact on accidents.	STATS 19 Accident data
Casualty rate	Number, by severity	Bi-Annually	Number of casualties and casualty rate by severity and class of road user. Report on key roads/junctions/area targeted for improvement. This metric applies to those schemes which are anticipated to have a significant impact on accidents.	STATS 19 Accident data
Nitrogen Oxide and particulate emissions 84	NOX (tonnes); PM10 (µg/m3)	Bi-Annually	NOX emissions in tonnes per year; PM10 concentrations per year. Affected network is defined as the existing route, the new route, or an improved route on which traffic flow changes are considered to be significant. This metric applies to those schemes which are anticipated to have a significant impact on air quality.	Air quality monitoring survey
Traffic noise levels at receptor locations	LA10, 18hr (dB)	Bi-Annually	Traffic noise levels at receptor locations This depends on the scale of the proposed project, the site and local circumstances, and the location of sensitive receptors. This metric applies to those schemes which are anticipated to have a significant impact on noise.	Automatic Traffic Counters (18 hour Annual Average Weekday Traffic, composition of traffic - % Heavy Goods Vehicles, average traffic speeds); Noise monitoring survey
Annual average daily and peak hour passenger boardings		Bi-Annually	Annual average daily passenger boardings; AM, inter- and PM peak hour passenger boardings	Bus/rail ticketing data; Manual counts at stops/stations
Bus/light rail travel time by peak period	Minutes	Bi-Annually	AM and PM peak bus/light rail travel time	Bus journey time surveys or Automatic Vehicle Location data; Rail journey timetable
Mode share (%)	%	Bi-Annually	AM and PM peak proportion of trips for different travel modes	Automatic Traffic Counters; Manual

	Unit	Frequency	Definition	Data Source
				Classified Counts
Pedestrians counts on new/existing routes		Bi-Annually	Pedestrians counts on new/existing routes This applies to sustainable transport initiatives for walking.	Manual counts; Video cameras
Cycle journeys on new/existing routes		Bi-Annually	Cycle journeys on new/existing routes This applies to sustainable transport initiatives for cycling.	Manual cycle counts; Automatic cycling counters; Video cameras
Households with access to specific sites by mode within threshold times	Number	Bi-Annually	Households with access to specific sites within 20/40 minutes using public transport/walking, car and cycle	Accessibility statistics published by DfT; Produce bespoke accessibility measures and travel time calculations using off-the-shelf software
Business Support, Innovation and Broadband - to be collected where more robust evaluation is planned and where these metrics are relevant to the intervention				
Detail of successful and unsuccessful applicants		On-going	Administrative database covering company name, address, post code and CRN - company reference number. Named contact, telephone number and email address (and consent for being contacted). This should be captured for both successful and unsuccessful applicants. Required for robust long term evaluation	Scheme sponsor monitoring information
Beneficiary characteristics (business age, size, sector)		On-going	Collected at the point of initial contact with business: - Age: year of business registration / founding year - Size: turnover and employment	Scheme sponsor monitoring information
Other support provided to applicant firm	£, by scheme	On-going	Other types of support received by successful applicants; covering the scheme, timing, type and value (£) of support received	Scheme sponsor monitoring information
Number of entrepreneurial readiness assists progressing to full trading	Number	Annually	The number of potential entrepreneurs assisted that have subsequently progressed to full trading. Will require a bespoke survey of beneficiaries - could do on a sample basis.	Scheme sponsor
Number of enterprises	Number	Annually	The number of treated SMEs working jointly with research entities after	Scheme sponsor

	Unit	Frequency	Definition	Data Source
assisted to cooperate with research entities/institutions			assistance has been given. Should be counted up to 3 years following support. Knowledge transfer is about transferring good ideas, research results and skills between the knowledge base and business to enable innovative new products and services to be developed	
Number of enterprises supported to introduce new to the market products	Number	Annually	The number of treated SMEs that successfully introduce a new-to-market product after assistance has been given. Product should be available for commercial purchase. Should be counted up to 3 years following support.	Scheme sponsor
Number of enterprises supported to introduce new to the firm products	Number	Annually	The number of treated SMEs that successfully introduce a new-to-firm product after assistance has been given. Product should be available for commercial purchase Should be counted up to 3 years following support.	Scheme sponsor

Project Update: Summary of Position, March 2021

Project	£m @ Oct 2020			Key Updates @ March 21					
	Towns Fund	Co-Funding	Total Cost	£	RIBA Stage	Tenure	Outputs	Timescale (Start)	Commentary
Lincoln Connected	1.514	0.542	2.056	No change	n/a	n/a		2021	<p><u>Open CMS</u></p> <p>Development of Lincoln Connected Open CMS business case using the GLLEP Local Growth Assurance Framework. External guidance utilised to inform the business case approach.</p> <p><u>Digital Screens</u></p> <p>Sites have been surveyed and chosen for the new digital screens. Digital specifications have been drawn up. Work is also taking place on looking at a digital wallet and signage.</p> <p><u>The Lincoln Create Fund</u></p> <p>Being developed and work has been done with local cultural groups in the City to redefine how the fund may operate going forward to ensure joined up cultural support. Arts Council funding is being explored.</p> <p><u>Light Up Lincoln</u></p> <p>A small lighting trail was piloted in the Christmas period. This demonstrates the demand for the lighting projects. Discussions are taking place with regard to which sites and building lend themselves better for this programme.</p>
Lincoln Made Smarter	1.290	1.050	2.340						New project sponsor; update to follow.
Wigford Way/St. Mary's Street	5.040	0.000	5.040					2023	Programme has been reviewed – estimated start on site/completion during 2023/24. No other progress on development of scheme. Awaiting decision on Lincoln Investment Plan before progressing further.
Sincil Bank Green Corridor	3.040	0.000	3.040					2023	Programme has been reviewed – estimated start on site/completion during 2023/24. No other progress on development of scheme. Awaiting decision on Lincoln Investment Plan before progressing further.
Lincoln City FC Stadium and Community Redevelopment Projects	0.840	2.000	2.840	No change	3	Secure	No change	2021	<p>Phase 1 (Regeneration of 3G Pitch) is 90% completed and on schedule for completion in March 2021. Additional works incorporated to the programme have included new drainage systems and a spectator viewing gallery</p> <p>Commissioned a construction consultancy to deliver a comprehensive procurement report which included an industry scoping of potential architects, designers and construction teams. This report has helped shape the next stage of our planning.</p> <p>Continuing to work with construction teams and architects to explore design and build options and preparing to commission site investigation and drainage surveys which will further inform the structural engineers.</p>
Health & Wellbeing Centre (HWBC)	0.660	0.550	1.210	No change	1	n/a	No change	2021	Match funding secured. Continued employer and stakeholder engagement. Preference from stakeholders and delivery partners for a city centre location rather than Monks Road.
Hospitality Events & Tourism Institute (HEAT)	1.240	1.300	2.540	No change	3	Secure	No change	2021	Match funding has been secured. Continued employer engagement. Meetings have been carried out with Visit Lincoln to discuss priority activities post Covid-

									19. A location has been identified and the curriculum and T-Levels have been reviewed and the application process has begun.
Lincoln Central Market and Vibrant Public Realm	6.540	2.000	8.540	No change	3	Secure	No change	2021	Detailed design, survey & viability work undertaken and consultation underway, proposed submission of planning application March 2021.
Tentercroft Street	0.340	0.000	0.340	No change	1/2	Secure	No change	2021	Updated market analysis and design work underway.
Climate Commission Road to Net Zero	0.360	0.053	0.413	n/a	n/a	n/a	n/a	n/a	n/a – not selected
Drill Hall Development	0.455	0.550	1.005	No change	1	Secure	No change	2021	Match funding secured. Drill Hall remains closed. Lincoln Arts Trust working closely with Lincoln College to transfer operation of the Charity to enable relaunch of the building. Maintenance and refurbishment works begun in Jan 2021 prior to more significant investment.
Barbican Production & Maker Hub	1.640	1.000	2.640	£850,000 capital funding via GLLEP	1	Secure	No change	2021	Development of operation and financial business plan, which is now nearing completion and demonstrates that there is a viable business model for the hub. Have engaged with a wide range of stakeholders which indicates that there is a significant local demand for the Hub's services.
Store of Stories (Food Supermarket)	0.205	0.849	1.054	No change	n/a	Not secured	Expect 1380 members over 5 years	2021	Visited premises at former Police station to consider suitability of site to house the store in the long term. Also, explored alternative sites for the short term. Discussions with a nation charity about a franchise partnership for the store, which would provide a range of benefits, including support with staffing and stock costs.
Greyfriars	0.540	1.164	1.704					2022	Procurement and appointment of professional team completed and project development underway; meetings with NL Heritage Fund taking place.
The Hive	1.040	8.800	9.840	No change	2	Secure	No change	2021	Detailed Budget Cost Plan completed. Local Authority and Community Consultation process commenced. Advanced Acquisition/Tenure negotiations ongoing.
Programme Management	<i>inc.</i>	0.646	0.646						
Total	24.748	20.504	45.252						

Capital	23.46	95%
Revenue	1.29	5%

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LINCOLN CENTRAL MARKET – PUBLIC ENGAGEMENT SURVEY RESULTS FEBRUARY 2011

Lincoln Central Market public survey results and analysis, 8th -22nd February 2021

This report explains and summarise the public pre-application consultation and engagement recently undertaken by the City of Lincoln Council with local residents and businesses and on the Council's proposals for the re-development of the Lincoln Central Market building and City Square to the north of the building. This report provides a detailed analysis of the survey results and illustrates some of the key outcomes from the survey.

The proposed works at the Central Market aim to restore and repurpose the Grade II listed Building within Lincoln City centres prime retail area to create a modern and diversified market offer, combining non-food retail, food, leisure and technology. The scheme will 're-invent' the Market to provide a greater opportunity to include a variety of traders in order to respond to local needs and demand, ensuring that Lincoln has the appropriate enterprise infrastructure to support business growth. This will in turn underpin the future financial viability of the market and contribute significantly to the recovery of the High Street. The survey was carried out for a two-week period between the 8th and the 22nd February 2021, and the basis of this report analyses the results of this survey. In total 723 responses were received as part of the survey.

Context of engagement

As part of the preparation of the design and subsequent planning application significant consultation and community engagement was undertaken. This included discussions with relevant authorities and stakeholders as well as with members of the public.

The key objectives of the scheme's public consultation were to:

- Keep stakeholders and the public aware of the progression of the scheme as well as providing an opportunity for feedback and where appropriate and possible their views fed into the design of the scheme
 - Meet statutory requirements
 - Increase both public and stakeholder awareness of the scheme
 - Provide consistent, clear and regular information to those affected by the scheme, including the nature of any scheme-related impacts. Also, look at when and how these impacts will affect people or groups both during delivery and once operational
 - Address any queries or perceptions of the scheme where these are inconsistent with the scheme objectives and forecast outcomes
- To ensure everyone who wishes to find out more about the project knows how to do so

The survey sought to understand what the residents of Lincoln wished to see in the market and its surrounding area in terms of the aesthetics of the building internally and externally, goods offered in the market, operational hours and aspirations for any new offers which the existing market lacked.

The following set of questions were asked, forming the basis of the survey, and the intention was to provide respondents with the opportunity to provide more comprehensive responses to the questions rather than just asking 'closed questions'. This would enable people to have a voice where their views were listened to and provided meaningful feedback to the project design delivery team. The questions asked as part of the survey included:

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- Do you visit the Lincoln Central market?
- If you don't visit the market, why is this?
- How often do you visit the market?
- What do you visit the market for?
- What do you like about the market?
- What don't you like about the market?
- What would encourage you to visit the market or to visit more often?
- Would you like to see the stone arches around the building (facing the river) replaced with glazing?
- If yes, please tell us why?
- If no, please tell us why?
- What type of items would you like to buy in the market?
- What facilities would you like to use in the market?
- Would you like to see the market operating hours extended to cater for the evening economy?
- If yes, please tell us what you would like to use the market for during the extended operating hours?
- Would you like to see City Square used for events / seasonable events?
- If yes, please tell us what events you would like to see take place in City Square during the year?
- Would you use City Square as somewhere to sit and enjoy lunch and a drink, from the market food and beverage stalls, if seating was provided?
- Would you like to see community services in the market?
- If yes, what other community services would you like to see in the market?
- Are there elements of other markets that you have visited that you liked, and that you believe should be incorporated into any future plans for Lincoln market?
- If yes, what are these?
- Have you any further comments related to the market proposals?

Methods of communication

A range of methods of communications have been used to promote the survey and ensure that its reach extended as wide as possible within the city, including market stall holders, local residents and stakeholders. The survey was promoted via the City of Lincoln Council's social media platforms and published on Facebook, Twitter and LinkedIn. The social media carried out by the CoLC's communications team reached 23,579 people and 3915 people engaged with this social media. There were also 37 reactions to it, with a further 37 responses and a total of 34 shares.

The survey was also circulated amongst the local print and online media, including The Lincolnite, Lincolnshire Live and the Lincolnshire Echo. Both the Lincolnite and Lincolnshire Live published articles promoting the survey on their respective websites and the Lincolnshire Echo published a front page article in their printed paper, on 11th February, promoting the survey.

The survey was also issued to major employers in the City who circulated the survey to their staff:

- Employees from the following organisations:

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- City of Lincoln Council
- Lincolnshire Co-operative Society Limited
- Siemens
- University of Lincoln staff and students
- Bishop Grossteste University staff
- Lincoln College Staff and Students
- The survey was also circulated amongst seven Neighbourhood Boards in the City including:
 - Abbey
 - St Giles
 - Bracebridge
 - Moorland
 - Ermine
 - Birchwood
 - Sincil Bank
- Carholme Community Forum
- Voluntary Centre Services
- Lincoln Climate Commission circulation list
- Visit Lincoln
- LSIP Businesses

In total 723 responses were received as part of this survey. This compares favourably to other surveys carried out by CoLC, as Table 1 illustrates. This suggests that the issue of the Central Market is an important one for local residents and stakeholders and illustrates that the results for this particular survey represent a wider spectrum of views within the City.

Survey	Response
Public Toilets	816
Lincoln Central Market	723
City Recovery and Town Deal	372
Your experience of contacting the Council	305
Citizens Panel November 2020 (this was only sent out to Citizens Panel members)	271
Befriending Service	96

Table 1. Response rate of recent CoLC public surveys

Breakdown of survey results by question

1) Gender breakdown of responders	
Male	285
Female	424
Prefer not to say	14

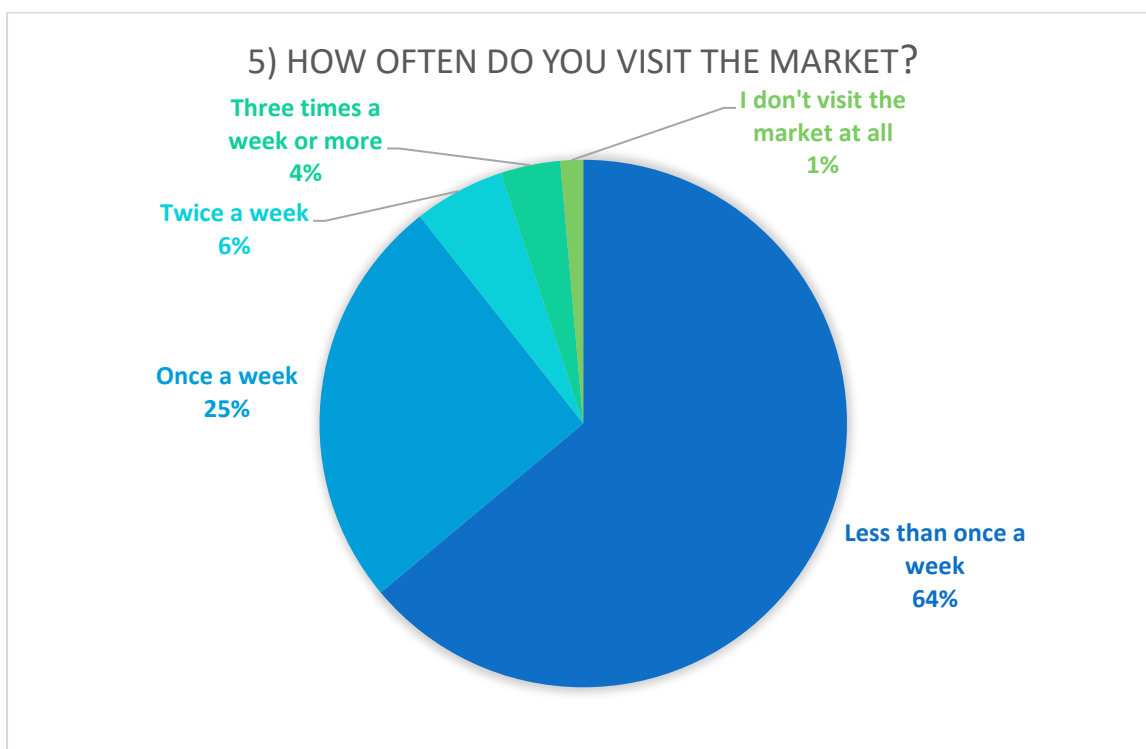
2) Age breakdown of responders	
Under 18	5
18-24	52
25-34	123
35-44	129
45-54	142
55-64	139

LINCOLN CENTRAL MARKET – PUBLIC ENGAGEMENT SURVEY RESULTS FEBRUARY 2011

65+	124
Prefer not to say	9

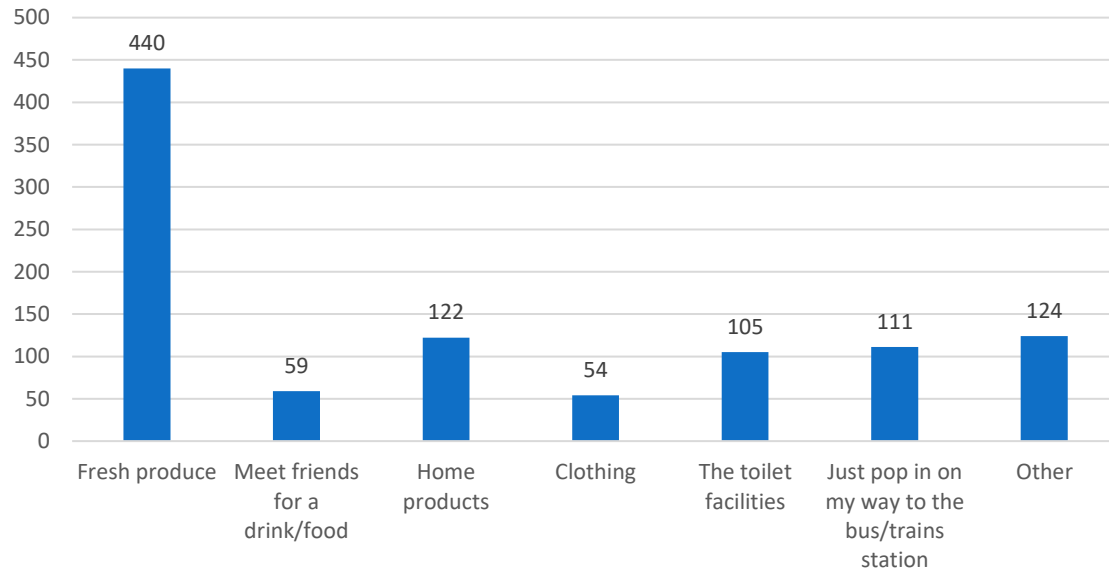
3) Do you visit the Lincoln Central Market	
Yes	575
No	142

4) If you don't visit the market, why is this?
Don't use because it is dark and dingy, however have always wanted it to become a real market offer as there is so much potential and the building is so beautiful
It isn't appealing to visit as it is run down and dirty
No shops that cater for my needs
I would visit more often if the stalls were more varied and had something different to offer
Opening hours don't accommodate my working pattern
The shops in and around the market offer the same products
I don't like the presentation, there doesn't appear to be sufficient local produce
Not enough local food stalls
It is not a pleasant building to walk into or around
Doesn't look inviting to go in and I am not sure what is actually in there anymore
Top five reasons stated:
Lack of variety
Doesn't sell the products that I wish to purchase
Feels neglected
Unappealing atmosphere
Out of date

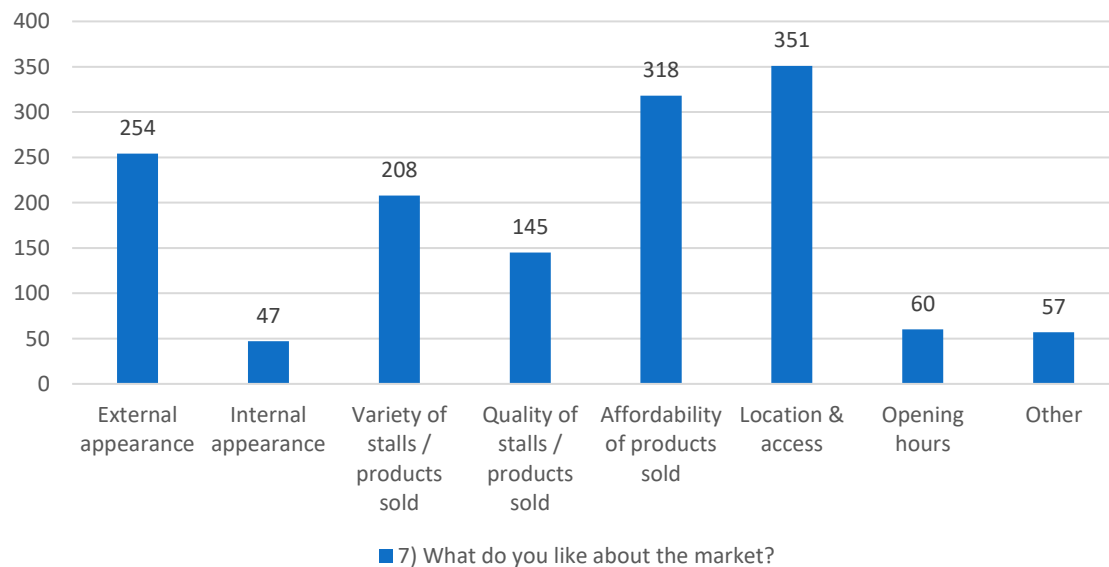


LINCOLN CENTRAL MARKET – PUBLIC ENGAGEMENT SURVEY RESULTS FEBRUARY 2011

6) What do you visit the market for?

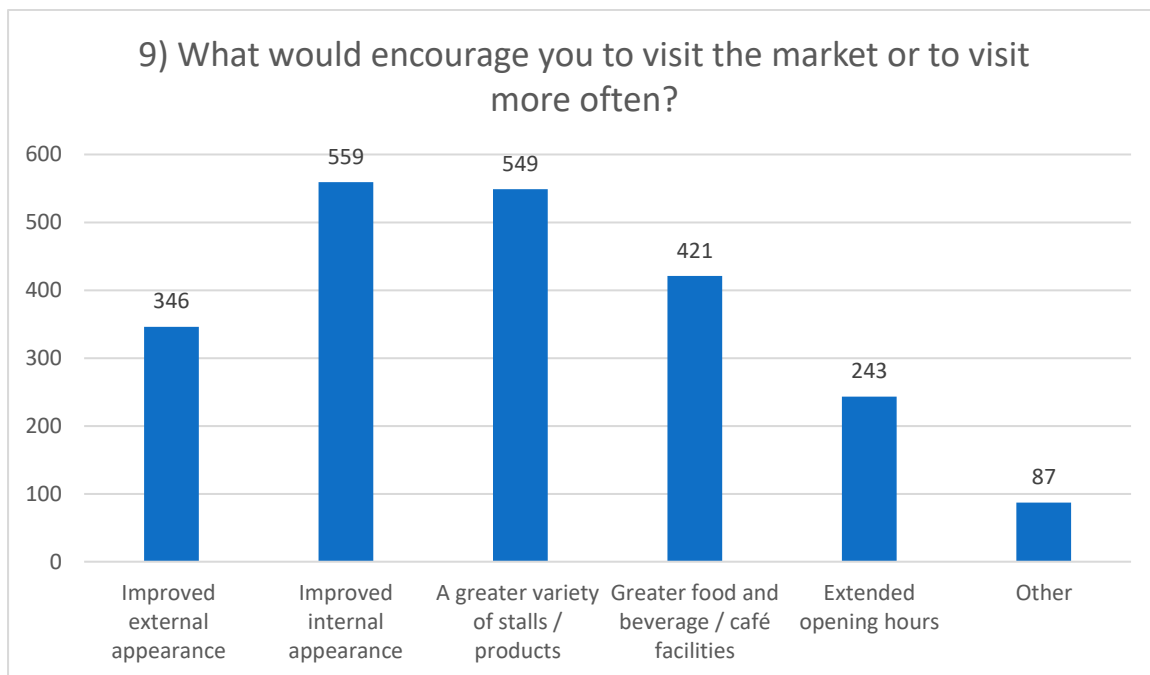
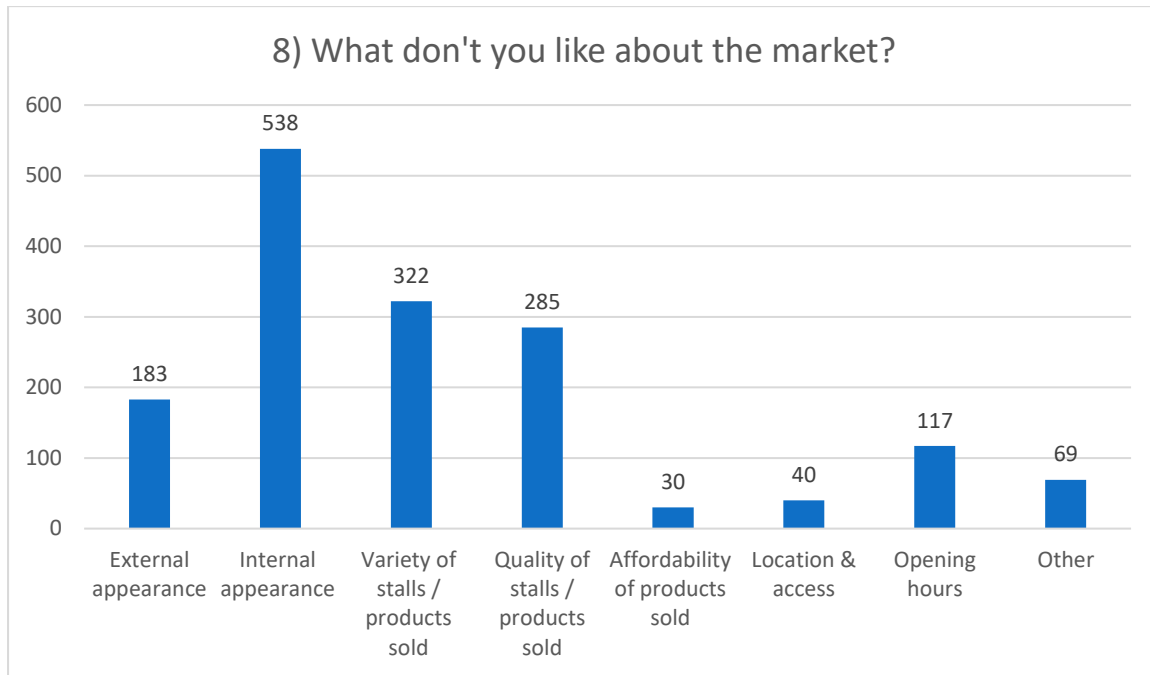


7) What do you like about the market?



■ 7) What do you like about the market?

LINCOLN CENTRAL MARKET – PUBLIC ENGAGEMENT SURVEY RESULTS FEBRUARY 2011



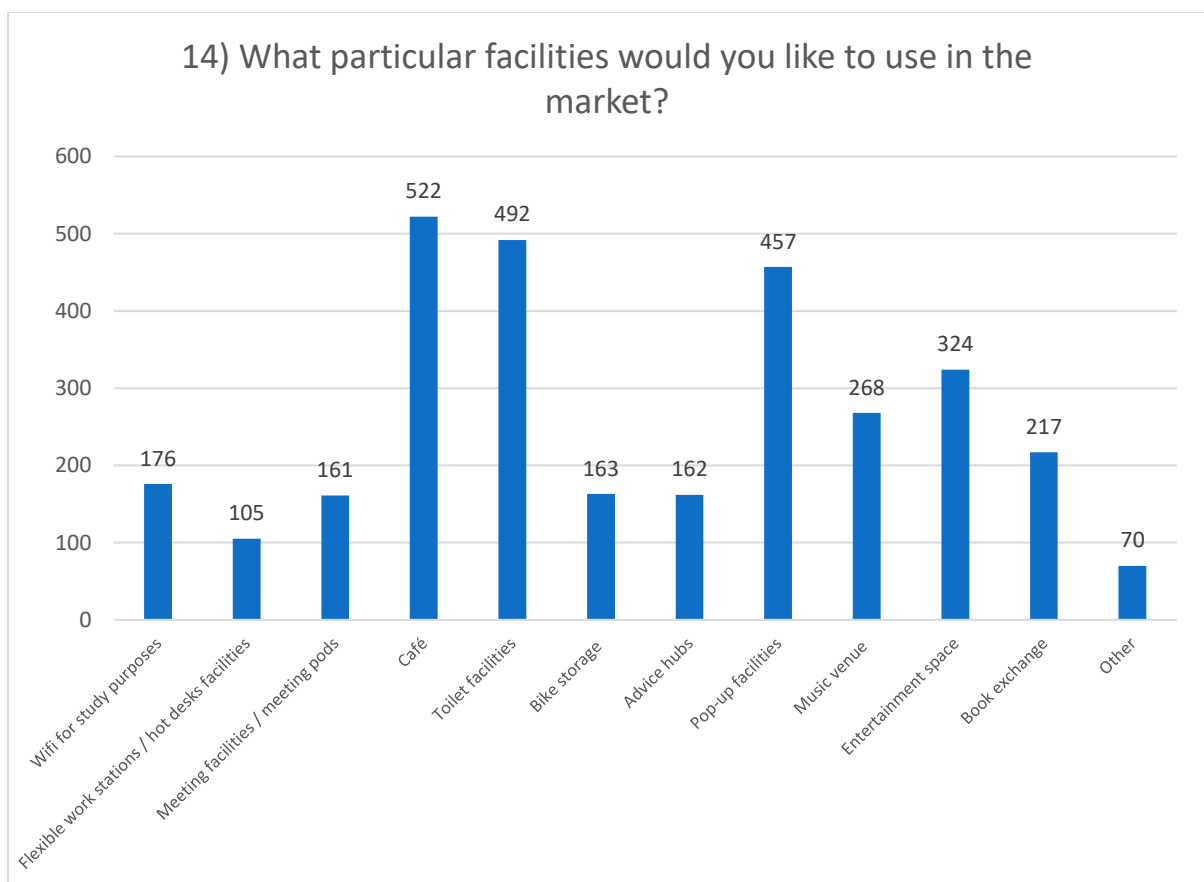
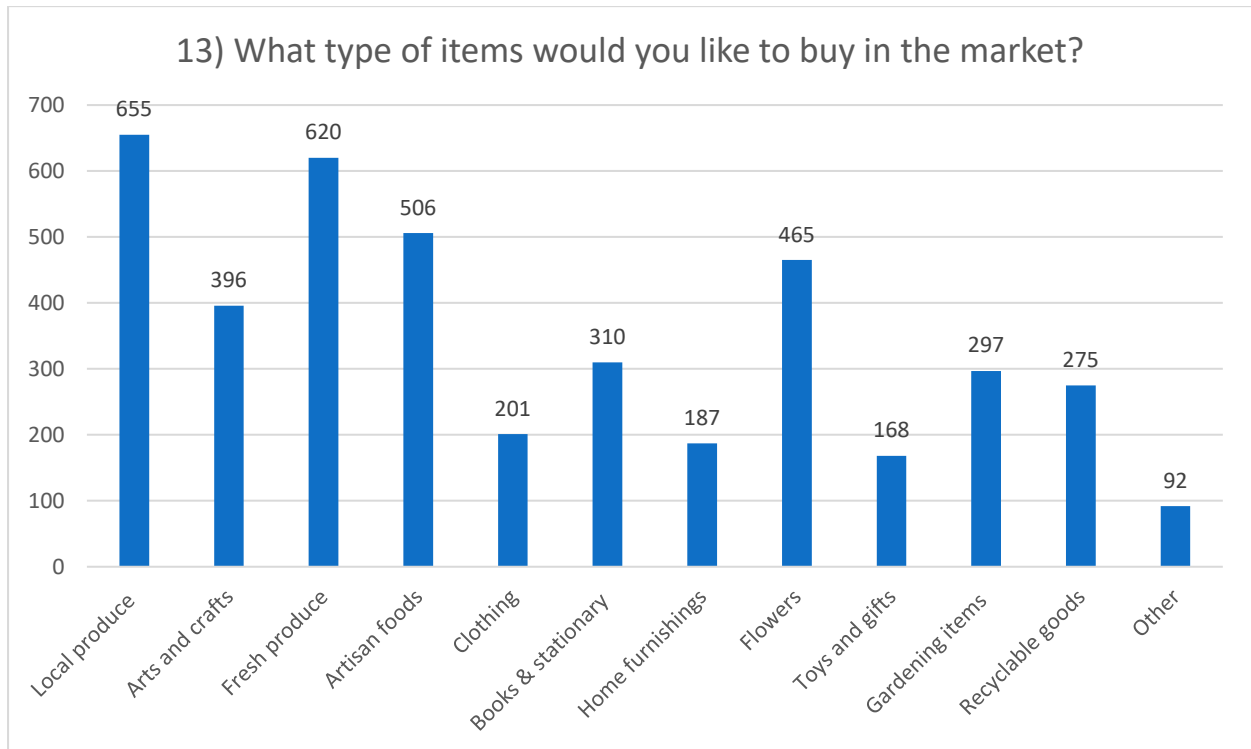
10) Would you like to see the stone arches around the building glazing?	
Yes	507
No	196

LINCOLN CENTRAL MARKET – PUBLIC ENGAGEMENT SURVEY RESULTS FEBRUARY 2011

11) If yes, please tell us why
To lighten the internal space to create a panoramic view of City Square
Would make the space much more inviting
It would create a more modern and vibrant feel
It would be more in keeping with the new Cornhill development
It would encourage people to see what was on offer in the new market
It will create a much nicer environment inside
Would be more usable in all weathers, due to increased light
It would create a greater connection between internal and external spaces
It would let more light in and give an enhanced up to date appearance
It can feel a little insular when inside, and the windows would hopefully make the place feel more 'airy'
Top five reasons stated:
Create a modern feel
Would allow a greater amount of natural light into the building
It would entice more people into the market
It would be a more pleasant shopping experience
Would help connect the market with the surrounding area

12) If no, please tell us why
Because I like how original it looks and don't want it looking updated
It looks good as it is
Retain the original heritage of the area
UPVC on a listed building is a crime
I cannot see any real benefits for the cost
It would limit the internal layout, so that stalls would all have to be in the middle
The stones arches are part of it and look nice.
They are an integral part of the charm and age of the building
I like the character of the building which reflects the history of the Cornhill quarter as the county town of a rural county
Money could be better spent on improving other elements of the building
Top five reasons stated:
The building looks nice as it is
Glazing would remove the character of the building
Original features should be retained
Money could be better spent
It would ruin the feel of the building

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15) Would you like to see the market operating hours extended to cater for the evening economy?

Yes	494
No	200

16) if yes, please tell us what you would like to use the market during the extended operating hours.

Open mike events

It would provide it with a Covent Gardenesque feel

Entertainment venue for live music, food and drink

Reading, with a coffee

Evening shopping, for food and drinks

Café and meeting people

Purchasing fresh fruit and veg

It would be a great place for people to meet before going out for the evening

Quality street food / local food

Craft and vintage stalls

Top five reasons stated:

Somewhere to met people

Listen to live music

Entertainment space

A place to eat fresh, local produce

Exhibition space

17) Would you like to see City Square used for events/seasonable events

Yes	622
No	56

18) If yes, please tell us what events you would like to see take place in City Square

Christmas market stalls

Live music / musical events

Ice rink in winter

Multicultural events (Chinese New Year / Diwali / Rosh Hashanah, etc.)

Promote local art and culture

Outdoor theatre

Farmers market / craft stalls

Events for young people

It's more accessible than uphill Lincoln and would bring people to enjoy the improved Sincil St area.

Family inclusive events to celebrate seasonal occasions such as Easter and Christmas plus all of the school holidays.

Top five reasons stated:

Music events

Outdoor food markets

Christmas market stalls

Arts and craft fairs

Ice rink in winter

LINCOLN CENTRAL MARKET – PUBLIC ENGAGEMENT SURVEY RESULTS FEBRUARY 2011

19) Would you use City Square as somewhere to sit and enjoy lunch and a drink, from the market food and beverage stalls if seating was provided?

Yes	612
No	60

20) Would you like to see community services in the market?

Yes	337
No	333

21) If yes, what other community services would you like to see in the market?

Place for young kids to play or do arts and crafts
City information to help visitors to the area
Local advice from the Council / public facing Council services
Meeting space
Community advice centre
Tourist information. Information on walking trails for the city
Space to encourage community engagement and diversity within the city
It would be good to have citizen advice, a satellite contact point for the council and adult learning.
Open drop-in meeting for people who are lonely and need some company - In groups of similar people - elderly, singles, parents with young children and so on.
Affordable meeting spaces for small groups - similar to the community spaces in a couple of the supermarkets.
Top five reasons stated:
Tourist information point
Meeting rooms for public to hire
Public facing Council services
Community engagement
Place for people to meet other members of the community

22) Are there elements of other markets that you have visited that you liked, and that you believe should be incorporated into any future plans for Lincoln market?

Yes	360
No	283

23) If yes, what are these?

Food courts, with a wide selection of takeaway foods with a central eating area
Street food type market
Local artisan food stalls
Markets that encourage small and independent businesses
Vintage stalls / craft events
A proper market that should be at the heart of the city where food/ produce clothing etc is affordable for the whole community not just focusing on one particular area of the population.
Central coffee bar to take in the sights and sounds of the market. In Jersey, they have it next to a beautiful flower stall with a beautiful glazed roof.
Security on doors. Lifts, charging points, changing facilities, ramps on all entrances for disabled.

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Having cafes/ restaurants in the market, as well as take away eateries, such as bakeries/ doughnut shop/ ice cream parlour or drinks take away.

Showcasing the fabulous breadth of local food producers here. We have wonderful cheese, meat, fruit product producers etc, make them a star attraction for residents and tourists alike.

24) Have you any further comments related to the market proposals?

I really look forward to this lovely space being used again in a modern communal way

Please make sure that there is plenty of space for wheelchair users

Affordable rent to attract young and new local businesses

Don't gentrify the offer, ensure that it fits the needs of the city

Needs to be redeveloped into an area that can be used by everyone

The space is fantastic and could be used so much more by a variety of students, workers, shoppers and those looking for somewhere to have coffee and lunch. It needs to be brighter, cleaner, modern with modern facilities that can be used in various ways.

Change is definitely good however I would recommend it being done tastefully and to be kept with Lincolnshire's roots and appeal at the forefront

Keep the project focused on what's commercially viable for the sustainable prosperity of the market and its traders and don't let the project be high jacked by some out of town consultancy company more focused on their bottom line trying to pitch their homogenous sales pack of one size fits all.

Modernise it, move forward with good design, no need to look back at what used to be, the traditional stall design suggested is probably no longer fit for purpose?

Key findings

- Overall, there has been a favourable response to the proposal from those who have completed the survey, with a clear appetite for a new market offer
- The majority of people who currently visit the market do so to purchase fresh food, and this is something that people wish to see retained in the new market offer
- Responders are keen to see a wide-ranging food and beverage offer that can also cater for the evening and night-time economy
- Support for a wide variety of stalls during the day, with a focus on local and artisan products, in a space that can be utilised for cultural events in the evenings
- There is support for the newly refurbished Market and City Square to become a hub for showcasing local and regional produce, events and crafts
- People would visit the market more often if there was a greater variety of stalls that had a greater range of things to offer
- 414 responders would like to see the stone arches replaced with glazing, compared with only 156 who wouldn't
- It was considered that the current market building didn't feel overly welcoming from the outside and that the opening up of the stone arches would benefit the relationship of the building with the outside public realm and brighten the internal space
- The opening up of the stone arches would also create a much more useable internal space, that would be lighter and more appropriate for a range of activities
- 414 people would like to see the operating hours of the market extended to cater for the evening economy, compared with only 162, who would not like to see them extended
- In the extended operating hours people said that they would like the market to be used for the following purposes:

LINCOLN CENTRAL MARKET – PUBLIC ENGAGEMENT SURVEY RESULTS FEBRUARY 2011

- Open mike events
 - Entertainment of live music
 - Evening shopping
 - Food and drink offer
 - Quality street food
 - Craft and vintage stalls
 - Exhibitions for local artists / students / crafts people
- 515 people are keen to see City Square used for events throughout the year, and these may include:
 - Christmas market stalls
 - Live music events
 - Ice rink
 - Outdoor theatre
 - Farmers market and craft stalls
- Responders suggested that the following community services could be included as part of the market offer:
 - Place for children to play and do arts & crafts
 - Information on the city for visitors
 - Public facing council services
 - Community advice centre

If you have further questions related to this survey, please contact Michael Hurtley of the City of Lincoln Council: Michael.Hurtley@lincoln.gov.uk.

SUBJECT: HR POLICIES (REDUNDANCY, PENSION AND MARS)

DIRECTORATE: CHIEF EXECUTIVE

REPORT AUTHOR: ALI THACKER (HR AND PAYROLL TEAM LEADER)

1. Purpose of Report

- 1.1 The purpose of this report is to seek approval from the Executive, to implement the proposed changes to the Councils Mutually Agreed Resignation Scheme (MARS Policy), and to provide an update on further changes following the revocation of the Restriction of Public Sector Exit Payments Regulations 2020.

2. Executive Summary

- 2.1 This report provides an overview of the changes the Council is proposing to make to the MARS policy and provides an update on the amendments made to the Redundancy and Pension policies.

3. Background

- 3.1 A recent review of our Redundancy policy, Pension policy, and Mutually Agreed Resignation Scheme (MARS) were undertaken following the implementation for the Restriction of Public Sector Exit Payments Regulations 2020.

The changes to the Councils Redundancy and Pension Policies were previously agreed by the Executive in January, however the Restriction of Public Sector Exit Payments regulations have now been revoked by the Government, and any changes which were made to our policies in relation to these regulations are now obsolete, therefore based upon this we have reverted our Redundancy and Pension policies back to their original versions (noting the revocation).

In addition, the Council have now removed any reference or provisions associated with those regulations from our MARS Policy. This report however provides an overview of the additional changes which were proposed as part of the MARS policy review.

- 3.2 Enclosed to this report is the updated Mutually Agreed Resignation Policy (MARS).

The proposed changes are as follows:

In section 2.6 the wording has been amended to read:

Although managers must not directly approach individual employees to elicit an application for this scheme, the Chief Executive reserves the right to (internally) publicise time limited opportunities where employees may apply for MARS.

Section 4.4 added in to read:

In certain circumstances, the Chief Executive has the discretion to review and amend the severance payment provisions offered as part of this policy. If such changes would be adverse to the workforce (as they detract from the standard MARS policy) then the usual consultation process will take place with unions on the proposed changes and would be signed off by JCC. Any proposed short duration enhancements to the MARS policy will be signed off by the CX after discussing with the unions in advance, but with no requirement to go to JCC.

- 3.3 The proposed amendments to the MARS Policy were initially presented to JCC in December 2020, however following the comments raised at the meeting, a further amendment was proposed. The proposed further amendment was presented to JCC in January 2021 and it was recommended that the changes should be referred to Executive for formal approval. (Please note these comments did not relate to the Restriction of Public Sector Exit Payments Regulations 2020.)

4. Organisational Impacts

- 4.1 Legal Implications including Procurement Rules
As outlined in the report

- 4.2 Human Resources
The HR team are required to continually review the Council's policies and procedures as and when required to ensure they are clear, cohesive, and fit for purpose. The proposed changes have been discussed with the Trade Unions.

5. Recommendation

- 5.1 1) That the Executive note the content of the report in relation to the revocation of the Restriction of Public Sector Exit Payments Regulations 2020 and the subsequent policy amendments.
- 2) That the Executive agree to the proposed MARS policy changes.

Is this a key decision? No

Do the exempt information categories apply? No

Does Rule 15 of the Scrutiny Procedure Rules (call-in and urgency) apply? No

How many appendices does the report contain? 1

List of Background Papers: None

Lead Officer: Ali Thacker , HR and Payroll Team Leader
Telephone (01522) 873801



Mutually Agreed Resignation Scheme (MARS)

1. The Purpose of this Scheme

- 1.1 The MARS is a mutually agreed resignation scheme under which an employee, in agreement with their employer, chooses to leave employment in return for a severance payment.
- 1.2 The Scheme aims to increase the flexibility of the organisation to address periods of change and service review, in line with financial circumstances, fulfilling our statutory requirement to avoid redundancies, as required under Council Directive 98/59/EC Article 3, Section 11 Information and consultation
- 1.3 The objectives of the scheme are:
 - To increase the flexibility of the Council as they move through periods of change and service review;
 - To provide savings to the Council;
 - To minimise the need for future redundancies.

2. Eligibility

- 2.1 The scheme will be offered to all employees in permanent posts with over 2 years service, including those on long term sick, maternity leave and career breaks.
- 2.2 Where an employee is subject to disciplinary action, no release under MARS will be considered until the disciplinary process has been exhausted.
- 2.3 An employee who receives a severance payment and voluntarily leaves employment under this scheme should not seek employment with another Local Authority or with any other body covered by the Modification Order within four weeks of leaving employment to ensure public monies are spent. Based on the terms of the Modification Order, an employee who has received their severance payment and leaves employment of the Council (or is due to do so) receives an offer of a job from another Modification Order body before the termination of his or her employment and takes it up within four weeks of the end of the old employment, there will be no dismissal and the employee would be at risk of losing their severance payment as continuous employment with a local body would be preserved.
- 2.4 MARS cannot be used if a redundancy situation exists. In a redundancy situation where either a service is terminated or the amount of work diminishes

redundancy must be paid in line with our redundancy policy. Failure to do so would result in an unfair dismissal claim.

2.5 This scheme does not confer any rights on the employee to be released under the scheme and consideration of each application will be based on its merits taking into account the criteria set out below. Applications will only be agreed where it can be clearly demonstrated to be in the Council's operational and financial interests to agree to the employee's resignation and payment of severance under the MARS, taking into account the following criteria:

- The amount of any ongoing savings to the Council that would accrue as a consequence of a decision to accept the resignation of the employee and the ongoing arrangements for discharge of the employee's duties and responsibilities.
- The cost to the Council of the employee's entitlement to a severance payment under the MARS including the cost to the Council.
- The operational interests of the service and the overall impact on the skills and knowledge.
- The operational interests of the service and the overall impact on the skills and knowledge base within the applicant's teams.

2.6 Employees must apply for this scheme freely and without duress. Although managers must not directly approach individual employees to elicit an application for this scheme, the Chief Executive reserves the right to (internally) publicise time limited opportunities where employees may apply for MARS.

3. Settlement Agreement

All severance payments will be formalised by means of a settlement agreement. Settlement agreements will only work if the employee receives independent legal advice, normally from a solicitor, the council will be responsible for any costs associated with this advice, up to a maximum of £300.

4. Severance payment

4.1 The severance payment will equate to a payment of two weeks basic pay per year for each year of local government service up to a maximum of 52 weeks.

4.2 Payments of £30,000 and under are exempt from tax and national insurance contributions (NIC). Additionally, providing the payment is in line with the terms of this scheme, payments above £30,000 will not be subject to NIC.

4.3 There are no pensions contributions payable by the employee or the employer on the payment received.

- 4.4 In certain circumstances, the Chief Executive has the discretion to review and amend the severance payments provisions offered as part of this policy. If such changes would be adverse to the workforce (as they detract from the standard MARS policy) then the usual consultation process will take place with unions on the proposed changes and would be signed off by JCC. Any proposed short duration enhancements to the MARS policy will be signed off by the CX after discussing with the unions in advance, but with no requirement to go to JCC.

5. Notice Period

Notice periods will be individually agreed with employees and form part of the settlement agreement. Where employees are not required to work their full notice period payment will be made in lieu of notice and any un-taken holiday entitlement, these payments will be subject to taxation.

6. Pension

Where employees are members of the Local Government Pension Scheme, resignation will probably have an impact on future pension awards. Employees are advised to obtain independent advice on their pensions. Information relating to pensions can be found on www.wypf.org.uk

7. Rights of representation and accompaniment

Employees will have the right to be represented by an accredited representative or full time official of a Trade Union or a work colleague during any meetings held under this process.

8. Review of Policy

This policy will be reviewed at intervals of three years, or earlier at the request of either the management or staff side

Human Resources

JCC 8/1/13

JCC 12/2/13

Revised 2021

Document control

Organisation	City of Lincoln Council
Title	MARS Policy
Author - name and title	Ali Thacker – HR Team Leader
Owner - name and title	As above
Date	December 2020
Approvals	TBC 2021
Filename	-
Version	V01
Next review date	TBC 2024

Document Amendment history

Revision	Originator of change	Date of change	Change description

Distribution and training history

Details	Date

9. HR Policies (MARS)

Ali Thacker, HR & Payroll Team Leader:

- a) provided the committee with an overview of the proposed policy changes to the Councils MARS Policy
- b) explained that on 4th November 2020 The Restriction of Public Sector Exit Payments Regulations came into force which put a £95,000 cap on all exit payments. This meant that all exit payments for Council employees would be limited to a combined total of £95,000, exit payments
- c) highlighted that in December 2020 this report was presented to JCC on the proposed changes to the Councils Redundancy, MARS and Pension policies to take account of the Public Sector Exit Payments Regulations. During this meeting Trade Unions specifically expressed concerns with the wording of section 4.5 of the MARS Policy, and therefore officers were asked to review this and feedback to JCC accordingly
- d) stated that this report provided an overview of the proposed rewording outlined in section 4.5 of his report
- e) invited members' comments and questions.

RESOLVED that the amendment be approved to Section 4.5 of the policy and be referred to Executive for formal approval.

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SUBJECT: HOUSING DELIVERY PROGRAMME – ROOKERY LANE

DIRECTORATE: HOUSING AND INVESTMENT/MAJOR DEVELOPMENTS

REPORT AUTHOR: JO WALKER, ASSISTANT DIRECTOR, MAJOR DEVELOPMENTS

1. Purpose of Report

- 1.1 To provide an update on the programme of development and acquisitions to maintain a pipeline of affordable housing delivery.
- 1.2 To seek approval to submit a bid for grant funding to Homes England under the Affordable Homes Programme (AHP) 2021-26 Continuous Market Engagement (CME) route for an affordable housing scheme at Rookery Lane.
- 1.3 Subject to planning consent:
 - To seek approval in principle to enter into a delivery agreement for the development of new build affordable homes on land owned by the Council off Rookery Lane.
 - To seek agreement to delegate the final approval of the delivery agreement to the Section 151 Officer and the Director of Housing and Investment, in consultation with the Director of Major Developments, provided that the final total scheme cost is considered financially viable.
- 1.4 To agree to widen the scope of the Acquisitions Policy to allow non-Registered Providers to apply for retained useable Right to Buy receipts in order to provide additional social housing and approve the draft at Appendix II.

2. Executive Summary

- 2.1 This report provides an update on the development and delivery of Council housing across the City during 2021-22 and seeks approval in principle to advance with a scheme of 42 new-build homes off Rookery Lane.
- 2.2 Since the previous report to Executive in January 2020, during 2020-21 the Council has successfully delivered the following pipeline:
 - 5 new-build homes developed for affordable rent at Swift Gardens
 - 15 new-build homes acquired for affordable rent at Sandal Street
 - 38 homes acquired under the Council's Purchase and Repair and Move-On Accommodation Programmes
- 2.3 In addition, the Council has completed the demolition of Garfield and Woodburn Views and Trelawney Church as a first step towards enabling the redevelopment of the land north of Queen Elizabeth Road.

- 2.4 Finally, the delivery of De-Wint Court is progressing well, with the 70 unit extra care sheltered housing scheme due to complete before the end of the calendar year.
- 2.5 Proposals for the development of Rookery Lane have been informed by detailed surveys and site investigations and the scheme has been refined to take account of comments received as part of the planning consultation process. The final scheme, which is subject to planning consent, comprises 42 high quality homes. Subject to consent and approval of the final budget and delivery agreement, works will commence during Summer 2021, with scheduled completion by December 2022.

3. Programme of Delivery 2021-22

- 3.1 The delivery of quality, affordable housing remains a priority for the Council and significant progress has been made despite the challenges presented by the current Covid 19 pandemic. The below table provides an update on delivery over the period 2019-23.

Scheme	2019-20	2020-21	2021-22	2022-23	Total units
Purchase and Repair acquisitions	34	34	20		88
Sandal Street		15			15
Swift Gardens		5			5
Move-on accommodation acquisitions		15			15
Single person homeless accommodation			10		10
De Wint Court			70		70
Rookery Lane				42	42
Totals	34	69	100	42	245

- 3.2 In December 2020, five new-build properties were completed on the site of the former Markham House, providing good quality, energy efficient and accessible living accommodation for local families.
- 3.3 The demolition of Garfield and Woodburn View and the Trelawney Church site was also completed during 2020 as a first step to enabling the future development of the land north of Queen Elizabeth Road. Alongside this work, a revised masterplan has been developed for the site and delivery options are being considered as part of a wider development pipeline. Opportunities for funding from partners such as Homes England and the Greater Lincolnshire LEP are being pursued and funding bids submitted where appropriate to help support a high quality development solution.
- 3.4 In June 2020 the Council acquired 15 two and three-bedroom homes for affordable rent at Sandal Street from a housing association partner. These homes were part-funded by Homes England grant and provide much needed family housing.
- 3.5 2020-21 has seen the Council continue its purchase and repair programme which is funded through retained Right to Buy receipts. The Council has also embarked on a purchase and repair scheme funded by the MHCLG to deliver move-on accommodation for former rough sleepers and those at risk of rough sleeping. It is

anticipated by that by the end of March 2021, the Council will have acquired up to 48 dwellings in total under these programmes.

- 3.6 Alongside the programme for affordable housing delivery, further work has been undertaken to support the proposals for the Western Growth Corridor, which are currently the subject of an outline planning application. Funding previously secured from Homes England to support the delivery of infrastructure to unlock phase 1a has been safeguarded. Subject to planning, work on the delivery of the infrastructure is expected to commence later in 2021.
- 3.7 The Council continues to work with partners, including Homes England and the Greater Lincolnshire LEP to seek to secure funding to support the delivery of the Tritton Road Bridge (Phase 1b) and the main spine road (Phase 1c). Forward funding the delivery of this infrastructure is critical to unlocking the development value of this site and enabling the accelerated construction of zero-carbon homes. The aspiration is to create an exemplar scheme which embraces sustainability principles and provides a variety of quality house-types across all tenures, including affordable homes. The Council will seek to deliver this scheme in phases through a combination of direct delivery, sale of serviced plots for SME and self-build and by exploring potential partnership delivery options.

4. Rookery Lane

- 4.1 In January 2020, Executive approved the draw-down of funds to enable the detailed design of proposals for a scheme of new-build homes on land off Rookery Lane to enable the submission of a planning application and to support the technical design and tender process.
- 4.2 This design phase involved extensive survey work and site investigations in order to support the design process and ensure a high-quality development solution which is in keeping with the Council's sustainable growth, planning and housing objectives.
- 4.3 In November 2020 a planning application was submitted. Following comments received during the consultation process a number of changes have been made to the scheme layout, to address the concerns of local residents and improve relationships between the proposed development and existing properties surrounding the site.
- 4.4 In respect of ecology, the site is adjacent to an area of dense woodland and open space beyond, to the west. Ecological appraisal work has been undertaken, with negative results for bat roosting and amphibians however, three badger setts have been identified on site. These setts are considered 'outliers' with the main sett being located on the area of open space to the west. Therefore, under the advice of the project ecologist it is proposed that these setts can be closed without harm to the species. A licence will be required from Natural England and subject to this, the setts will be closed in July 2021. In respect of the trees on site, a full arboricultural assessment has been carried out and proposals will ensure that the protected, higher value trees are maintained within the scheme.
- 4.5 In respect of the drainage and water management, a Sustainable Urban Drainage Solution (SUDS) is proposed, including permeable paving, on plot soakaways and

drainage to a balancing pond to the south of the site. The site is located in Flood Zone 1, with a low risk of flooding. Water monitoring has taken place on site since November 2020 and has continued during January – February 2021 to ensure that the scheme design takes account of the peak water level. Latest water monitoring data shows that the water levels have now peaked and the final scheme is therefore due to be considered by the City Council's Planning Committee on 24th March 2021. A Sustainable Urban Drainage Solution (SUDS) is proposed, including permeable paving, on plot soakaways and drainage to a balancing pond to the south of the site. Part of the site to the south will be raised to ensure that floor levels are above the peak water level. In terms of wider servicing, Western Power have confirmed that there is sufficient capacity to service this scheme without the need for a sub-station.

- 4.6 The final scheme now comprises a total of 42 new build affordable homes, all of which will be provided for affordable rent upon completion. The design has taken full account of the constraints and opportunities presented by this site and is considered to be in keeping with the surrounding area, making a positive overall contribution to the housing offer within the City. The housing mix has been informed by local need and demand, with the breakdown as below:

No.	Dwelling type	Proposed GIFA (m ²)	NDSS minimum GIFA (m ²)
6	One bedroom two person flat	54	50
4	Two bedroom three person bungalow	67	61
20	Two bedroom four person house	81	79
10	Three bedroom five person house	96	93
2	Four bedroom six person house	101	106

- 4.7 The majority of dwellings' gross internal floor areas (GIFA) are above the Nationally Described Space Standards (NDSS), in addition, the homes will be designed to meet the Lifetime Homes Standard. The homes will meet the highest possible energy efficiency rating that can be delivered viably on this site. The proposed site plan is at Appendix I. The scheme is due to be considered by the Planning Committee on 24 March 2021.
- 4.8 Subject to planning consent and to Executive approval, it is proposed to enter into a delivery agreement through the Procurement Hub Framework to enable the development to proceed to site during summer 2021.

5. Rookery Lane: Costs and Funding Strategy

- 5.1 The total additional capital required to complete the scheme is currently estimated to be £6.814m (inclusive of all fees, design and survey costs in addition to the main construction and servicing costs). Costs and values will be subject to final assessment and scrutiny, undertaken by the Council's cost consultant to ensure that the best value for money solution is achieved through the framework.
- 5.2 Based on the current development appraisal, this scheme can potentially be funded through a combination of a bid to Homes England under the AHP 2021-26 CME route and borrowing on rental income. If funding cannot be secured through this route, the scheme can be financed through a combination of retained right to

buy receipts and borrowing on rental income.

- 5.3 Once completed, the rented units on this scheme will be let at an Affordable Rent, this being up to 80% of open market rent or at Formula Social Rent, whichever is the higher.
- 5.4 Officers are mindful of the need to balance quality and cost considerations in respect of this development. Current calculations indicate that total cost of building each property (the 'cost floor') is above the open market value in each case. Abnormals associated with this site – demolition of existing properties, ecological works, raising of site levels to allow for drainage and water management – have all contributed to increased costs. Under the Right to Buy, the valuation controls the discount. If the valuation is lower than the cost floor, as in this case, the discount would be zero and the house would be sold at the valuation, resulting in a potential loss of capital investment for the Council. Property values are expected to increase over time, reducing the risk of any loss to the Council over the long-term. Furthermore, the risk of a tenant exercising the Right to Buy where a property can only be sold at market value is considered to be relatively low.

6. Supporting local housing organisations to deliver additional social housing

- 6.1 Reinvigorating Right to Buy and One for One Replacement 2012, increased the caps on Right to Buy discounts and gave stock holding councils the opportunity to retain useable receipts to spend on the provision of additional social housing. Up to 30% of the total scheme cost can be funded by receipts, however, receipts cannot be mixed with Homes England grant funding. In September 2012 the Council agreed to retain such receipts. Councils can grant any of its retained receipts to another body to provide additional social housing, for example, a housing association or a Community Land Trust (CLT), as long as the council does not hold a controlling interest in this body.
- 6.2 The Council's Acquisition Policy (2019) is specifically concerned with the expenditure of retained Right to Buy receipts to provide additional social housing. It provides delegated authority for officers to acquire individual dwellings, it also enables private Registered Providers (housing association registered with the Regulator of Social Housing) to apply for retained Right to Buy receipts to provide additional social housing. Applicants are required to provide a details of a proposed scheme, including financial information. Applications are assessment in terms of timescale, value for money, affordability, deliverability, quality, the Council's priorities and learning, training and employment. Successful applicants are required to accept nominations from the Council's housing register.
- 6.3 Since the introduction of the Acquisition Policy the Council has not received any applications from Registered Providers for the retained Right to Buy receipts, this is likely to be due to availability of alternative funding, for example, Homes England grant. However, in order to support all local providers of social housing to provide additional social housing it is proposed to extend the Acquisition Policy to allow all providers of social housing to apply for useable retained Right to Buy receipts. Proposed changes to the Acquisition Policy are attached at Appendix II. In order to ensure that the Council is satisfied with the management of properties, an additional assessment criteria is proposed:

Proposed Management: Applicants should clearly set out how the properties are to be managed, for example, whether they are to be managed by the provider or instead a managing agent be appointed. The Council reserves the right to request additional information in order to ensure that it is satisfied with the proposed management arrangements.

7. Strategic Priorities

7.1 Let's drive economic growth

The delivery of new housing and repair of acquisitions will support jobs and training opportunities in the construction sector. Providing access to the right type of housing in the right location, access to infrastructure, helping to support local residents' access local services and assist in accessing employment.

Officers will seek to maximise local economic benefits through the procurement, contracting and delivery of the proposed schemes.

7.2 Let's reduce inequality

The provision of affordable housing promotes equality of opportunity and seeks to tackle deprivation. The Rookery Lane scheme will provide quality affordable housing to meet evidenced housing need.

7.3 Let's deliver quality housing

The Rookery Lane scheme will provide an additional 42 affordable homes in Lincoln which will all be in the ownership of the Council. This is in addition to the five new homes already delivered at Markham House, the purchase of over 90 properties and the development of a 70 unit extra care sheltered housing scheme at De Wint Court. With wider proposals in the pipeline, particularly in respect of Queen Elizabeth Road and at Western Growth Corridor.

7.4 Let's enhance our remarkable place

The Rookery Lane scheme has taken account of the opportunities presented by the site, seeking to protect local ecology and protected trees as well as allowing for additional open green space on site. The proposals are deemed to make a positive contribution to the area. Furthermore the site layout builds in future potential to include connectivity with 'The Backies', leading to Boultham Park. This approach is aimed at enhancing the biodiversity of the area and improving connectivity between the residential area and the parks for cycles and pedestrians.

Further housing proposals at Queen Elizabeth Road will include a range of improvements to the areas surrounding the sites, including enhanced green spaces, play areas and connectivity between the consented development and existing community/ local services as part of the wider housing scheme.

8. Organisational Impacts

8.1 Financial implications

Rookery Lane:

Capital Implications

Financial commitment of up to £6.814m is required to proceed to enter into a delivery agreement to commence the works on site during summer 2021.

Based on the current development appraisal, this scheme can potentially be funded through a combination of a bid to Homes England under the AHP 2021-26 CME route and borrowing on rental income. If funding cannot be secured through this route, the scheme can be financed through a combination of retained right to buy receipts and borrowing on rental income.

Revenue Implications

Indicative revenue models for each funding option (bid to Homes England under the AHP 2021-26 and using retained Right to Buy receipts) have been developed which demonstrate a revenue surplus.

8.2 Legal Implications including Procurement Rules

All procurement activity will be undertaken taking account of the Council's Contract Procedure Rules (CPRs) and ultimately Public Contract Regulations 2015 (PCRs), which is embedded into UK Law. All frameworks which the Council are using and may consider using are PCR compliant.

8.3 Equality, Diversity and Human Rights

The Public Sector Equality Duty means that the Council must consider all individuals when carrying out their day-to-day work, in shaping policy, delivering services and in relation to their own employees.

It requires that public bodies have due regard to the need to:

- Eliminate discrimination
- Advance equality of opportunity
- Foster good relations between different people when carrying out their activities

Proposals for Rookery Lane have been designed in response to local housing need as evidenced by the 2019 Housing Needs Survey and the housing register which identify the need for affordable housing for a range of households, including families and older persons, and informed by urban planning principles. All homes will be let in line with the Council's Allocations Policy.

The scheme design aims to deliver high quality housing which seeks to meet of households in housing need.

8.4 Human Resources

This project will be managed by existing staff within the Housing Strategy and Investment and Major Development Directorates. A multi-disciplinary project board and delivery group has been formed to oversee this programme and ensure a coherent approach to delivery.

8.5 Land, Property and Accommodation

This programme will increase the stock of Council housing across the city, bringing additional units into the Housing Revenue Account.

8.6 Significant Community Impact

The scheme at Rookery Lane will seek to integrate with the existing community and will aim to provide accesses through the site to the improved open spaces to the rear of the site.

9. Risk Implications

9.1 (i) Options Explored

Sale

The Rookery Lane site could be sold with or without planning permission to a developer(s) or for existing use however, this would not provide the Council with additional affordable housing and therefore would not support the Council's Strategic aim to deliver an additional 400 affordable homes through the Vision 2020 Plan.

If sold the site could be developed by a private developer but this would reduce the number of affordable homes to planning policy compliant levels and quality may be compromised in lieu of profit.

9.2 (ii) Key Risks Associated with the Preferred Approach

Planning:

Risk: planning permission is not secured.

Mitigation: early engagement, pre-planning discussion and consultation; scheme has been refined in response to planning comments and consultation; scheme in line with policy and recommended for approval.

Financial:

Risk: Tender costs exceed estimates, scheme is not viable.

Mitigation: detailed cost plan and cost consultant retained to scrutinise and challenge to ensure value and cost control.

Risk: Development cost exceeds estimate.

Mitigation: form of contract and management to contain/transfer risk as far as possible; project manager appointed to oversee works and scrutinise costs; value engineering to be considered.

Procurement:

Risk: challenge.

Mitigation: Framework approach to allow for mini-competition or direct award or competitive process to comply with the Council's Contract Procedure Rules (CPRs) and Public Contract Regulations 2015 (PCRs).

Letting:

Risk: properties developed cannot be let.

Mitigation: development informed by Housing Register and 2019 Housing Needs Survey.

10. Recommendation

- 10.1 To agree to submit a bid for grant funding under the Affordable Homes Programme 2021-26 Continuous Market Engagement route for an affordable housing scheme on land owned by the Council off Rookery Lane.
- 10.2 Subject to receiving planning consent:
- a) To approve in principle that the Council enters into a delivery agreement for the development of new build affordable homes on land owned by the Council off Rookery Lane.
 - b) To agree to delegate the final approval of the delivery agreement to the Section 151 Officer and the Director of Housing and Investment, in consultation with the Director of Major Developments, provided that the final total scheme cost is financially viable.
- 10.3 To agree to widen the scope of the Acquisitions Policy to allow non-Registered Providers to apply for retained useable Right to Buy receipts in order to provide additional social housing and approve the draft at Appendix II.

Is this a key decision? Yes

Do the exempt information categories apply? Yes

Does Rule 15 of the Scrutiny Procedure Rules (call-in and urgency) apply? No

How many appendices does the report contain? 1

List of Background Papers: None

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Appendix I: Site Plan for Rookery Lane



City of Lincoln Council ACQUISITION POLICY

September 2019

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1. Introduction

The City of Lincoln Council Acquisition Policy applies to the council's acquisition of land, development sites, residential properties, former council and empty homes acquired using Right to Buy receipts to increase the supply of affordable homes and to bring more empty homes back into use.

2. Use of capital receipts acquired through Right to Buy

Under the latest Right to Buy (RTB) regulations owners of former council homes purchased under RTB regulations must, if they wish to re sell their property within ten years of their initial purchase, offer it to their former landlord (the council), or another social landlord. Should the sale take place within the first 5 years of their ownership they must also repay a percentage of the RTB discount they have received on the purchase of the property.

Local Authorities have the ability to reinvest Right to Buy (RtB) receipts within Retention Agreements (so-called 1-4-1 capital receipt agreements) for a period of 3 years. RtB receipts can be used for 30% of the capital costs of purchase and repair of a property or new build on the basis that they provide a one for one replacement for affordable housing (as defined by section 68 (1)(a) of the Housing and Regeneration Act 2008.)

In recent years there has been an increase in the number of properties sold by the council through Right to Buy as shown in the following table.

Year	Total no of Sales	Projected sales in the Self-financing Agreement	Additional sales which give a useable receipt
17/18	67	21	46
16/17	62	20	42
15/16	53	20	33
14/15	35	19	16
13/14	32	17	15
12/13	24	15	9

As a result of the increase in sales of council homes there will be an additional pressure on the council to spend RtB retained capital receipts for the purposes of replacing social housing. Any underspend of retained capital receipts will have to be returned to the Secretary of State with interest of 4% above the base rate on a day to day basis compounded with three monthly rests.

It should be noted that following a consultation from the Ministry of Housing, Communities and Local Government on the rules of Right to Buy and use of receipts in August 2018 we are currently awaiting the Government's announcement regarding any amendments made pursuant to section 11(6) of the Local Government Act 2003. Any changes to the Act in relation to use of RtB retained capital receipts agreement will require amendments to this policy.

3. Criteria for Acquisition of former council homes and other individual dwellings to meet strategic need.

It is proposed that former council properties that are offered back to the council for purchase or former council and privately owned properties for sale on the open market will be assessed and a business case prepared with a recommendation to either purchase or reject the property. We will aim to purchase up to 10 properties per annum from the council's RtB retained capital receipts fund. Properties can be purchased through the Right of Return process or through proactive engagement with local estate agents to identify properties.

The decision to purchase properties will be dependent on a business case and considered on a property by property basis which would be determined by the following factors:

- There is a specific housing need for the type, size and location of the property that is being offered, in accordance with the council's housing register.
- A property is considered of strategic importance, for example individual units within a council owned block or located within the council's defined regeneration area.
- The decision to purchase individual properties funded by retained capital receipts will be considered alongside any planned or potential purchase of larger sites/properties.
- Larger sites/properties will be prioritised over individual properties if at any time there is a limit on the availability of the council's retained capital receipts.
- The purchase price and refurbishment costs will be met by 30% of the RtB receipts and 70% through prudential borrowing or resources within the Housing Investment Programme, whichever is determined most financially prudent at the time of purchase.
- The non-availability of any RtB receipts will, however, not restrict the purchase of individual properties if there is still a business case to support the acquisition.
- The viability of the purchase, refurbishment and borrowing costs will be assessed against rent levels as set out in the council's rent policy to ensure that all purchased properties are self-funded and do not exceed the ceiling price.
- The property is purchased with vacant possession and with the exception of former council flats, properties will be freehold.
- Each party will bear the costs of their own legal and valuation fees.

The following process for the acquisition of individual private properties, including former council homes will be adopted:-

- The Housing Strategy Team (HS) undertake property searches to identify potential acquisitions and consider properties through the Right of Return process.
- HS organise and coordinate a joint viewing inspections with the Housing Repair Service and for properties identified as suitable for acquisition property services are instructed to provide a valuation.
- HS assess the valuation and repair costs and if considered value for money will make an offer subject to contract of an amount no more than the valuation. On acceptance of the offer HS prepare a business case which will include the valuation, acceptance offer, estimated repair cost, rent and Stamp Duty Land Tax. The business case will be assessed by Finance as to its viability.
- Following the assessment by Finance, approval from the Section 151 Officer, or their nominated deputy, is required to proceed with the acquisition under delegated authority, final approval for the acquisition is made by the Director of Housing and Investment, or

their nominated deputy, under delegated authority. Once all approvals are in place Legal Services are instructed by HS to undertake the conveyancing.

- On completion, the acquisition becomes part of the Council's HRA stock and void works are undertaken to enable the property to be let.

4. Criteria for the purchase of all other acquisitions

The Council is on occasions approached directly by landowners/property owners offering to sell vacant or recently developed housing sites. It is proposed that residential sites offered to the council for sale directly or that become available on the open market are assessed to determine if they meet the council's strategic priorities and a defined local housing need.

The decision to purchase sites will be dependent on a business case and considered on a site by site basis which would be determined by the following factors:

- Acquisitions will include properties for demolition, properties to be remodelled as supported housing, properties bought off-plan or as a group of acquisitions and development land. This is not an exhaustive list of properties or sites.
- Due to the financial costs and resources required by the council to purchase land/properties, larger sites will be prioritised over individual properties if resources are limited at any time.
- The viability of the purchase, new build/refurbishment and borrowing costs will be assessed against rent levels as set out in the council's rent policy to ensure that all development/developed sites/private properties are self-funded.
- Housing need will be based on the evidence from the latest Strategic Housing Market Assessment.
- The council will undertake land valuations (to be appointed internally or externally depending on the expertise/capacity available at the time) and ground surveys where necessary when considering any purchase of land sites.
- The purchase price and refurbishment costs will, in the first instance, be met by 30% RtB receipts with the balance of 70% through prudential borrowing or resources within the Housing Investment Programme. The non-availability of any RtB receipts will, however, not restrict the purchase of individual properties if there is still a business case to support the purchase.
- Where RtB receipts are used to purchase sites there is a specific housing need in location that is being offered, in accordance with the council's housing register.
- Where a site is purchased with existing housing the properties are sold with vacant possession.
- Each party will bear the costs of their own legal and valuation fees.

A business case for all sites identified for purchase by the council will need to be presented to Executive for approval unless an urgent decision is required in which case Executive delegations are in place to the 'virtual' Asset Management Group.

5. City of Lincoln Council Right to Buy Replacement Grant Scheme.

The use of retained capital receipts can be utilised for RtB replacement of a range of affordable housing products. RtB receipts can be transferred to ~~Registered Housing Providers (RPs)~~ providers of social housing to provide 30% of funding to deliver affordable housing within Lincoln.

To increase the number of empty homes brought back into use and further increase the supply of new build affordable housing the council will introduce a capital grants programme using RtB capital receipts which otherwise would be returned to the Treasury with interest if not spent within 3 years.

5.1 Grant Fund Criteria

The criteria for the grant scheme will be set out to meet the Government's funding rules and will include the following:-

- The council will require ~~RPs~~ providers of social housing to enter into a nomination agreement active for a period of 60 years from the practical completion date in relation to 100% of all new lettings and 75% of subsequent lettings of the homes delivered.
- The grant funding element from the council, or any other public body, cannot exceed 30% of the total amount invested in the capital delivery of the project.
- Funding from the Right to Buy Replacement Programme Grant Fund cannot be used in combination with funding from Homes England. However a split development site with more than one project could qualify so long as funds from the council and Homes England are not invested in delivering the same project.
- Payment of grant will be at pre-agreed stages which will form part of the grant agreement with the council.
- Strict time limits will apply to the delivery of the project and funding claims in accordance with Government funding rules for the RTB funding.
- The provider will be required to submit regular monitoring delivery reports at the end of each quarter relating specifically to:-
 - starts on site;
 - spend on each individual project
 - key programme milestones

The grant will cover the following heads of expenditure:-

Acquisition

- Purchase price of land/site
- Stamp duty land tax on the purchase price of the land/site

Works

- Main contract costs (excluding any costs defined as on costs)
- Major site development works (where applicable). These include piling, soil stabilisation, road/sewer construction, major demolition
- Statutory agreements, associated bonds and party wall agreements (including all fees and charges attributed to such works) where applicable.
- Additional costs associated with complying with archaeological works and party wall agreement awards (including fees charges and claims attributable to such works) where applicable
- Unrecoverable VAT on the above (where applicable)

On costs

- Legal fees and disbursements
- Net gains losses via interest charges on development period loans
- Building society or other valuation and administration fees
- Fees for building control and planning permission
- Fees and charges associated with compliance with European Union directives, and any requirements relating to energy requirements of dwellings, Eco-homes certification and Housing Quality Indicators.
- In-house or external consultant's fees disbursements and expenses (where the development contract is a design and build contract) see note 1 below
- Insurance premiums including building warranty and building defects liability insurance (except contract insurance included in works cost)
- Contract performance bond premiums

Borrowing administration charges (including associated legal and valuation fees)

5.2 Grant Agreement for Right to Buy 1-4-1 Replacement Schemes

The council will assess an application for RTB grant funding based on the Right to Buy Replacement Programme Grant Fund Assessment Criteria and Scheme Requirements set out in full in appendix 2. Subject to the **RP provider of social housing** meeting the criteria the council will issue a Grant Agreement for Right to Buy Replacement Schemes to be signed by the **RP provider**. A template of the grant agreement can be viewed in appendix 3.

5.3 Monitoring of the Grant fund

Once the grant has been awarded by the council the ~~RP~~ **provider** will be responsible for monitoring and reporting on delivery of the scheme to ensure that the ~~RP~~ **provider** is meeting the strict time limits that will apply to the delivery of the project and funding claims in accordance with Government RTB funding rules. A template of the monitoring form for the council's right to buy replacement grant scheme is available in appendix 4.

Appendix 1

Business Case and Authorisation to Purchase Land/Property

Land / Property Reference	
Report by	
Date	
Report	
To cover the following:- <ul style="list-style-type: none"> • Valuation • Refurbishment required • Evidence Housing Need • Opportunities to improve SAP rating • Anticipated total costs, including works and fees • Proposed Offer Price 	
Finance	
141 money allocation - £ 70% match - £	
Recommendation	
[As per the attached policy which gives delegated authority to the DOH and DOR to proceed with purchases of ex council properties] To proceed with the purchase of property as follows:	
Portfolio Holder (Sign and Date)	
DHI (Sign and Date)	
AD S&I (Sign and Date)	
Finance (Sign and Date)	
Legal (Sign and Date)	

Appendix 2

Right to Buy Replacement Programme Grant Fund Assessment Criteria and Scheme Requirements

Information for Applicants

Both new build and refurbishment projects are eligible for funding. In compiling your application please take note of the following key points. In many instances these are essential to ensure compliance with Government funding rules. NB delivery timescales for projects are very important and must be adhered to in order to trigger grant payments:

- 1 The Council will require you to enter into a nomination agreement active for a period of 60 years from the Practical Completion Date in relation to 100% of all new lettings and 75% of subsequent lettings of the homes delivered.
- 2 The grant funding element from the Council, or any other public body, cannot exceed 30% of the total amount invested in the capital delivery of the project.
- 3 Funding from the Right to Buy Replacement Programme Grant Fund cannot be used in combination with funding from the Homes England. However a split development site with more than one project could qualify so long as funds from the Council and HE are not invested in delivering the same project.
- 4 Payment of grant will be at pre-agreed stages which will form part of your grant agreement with the Council.
- 5 Funds can be spent on new build property or on the refurbishment of a property. Refurbished property must not be social housing properties at the time of the expenditure. All projects must take place within City of Lincoln Council Boundary.
- 6 Strict time limits will apply to the delivery of the project and funding claims in accordance with Government funding rules for the RTB funding.
- 7 Your organisation will be required to submit regular monitoring delivery reports at the end of each quarter relating specifically to:-
 - starts on site;
 - spend on each individual project
 - key programme milestones
- 8 As a minimum your organisation must agree to provide financial records/accounts and any other records requested relating to each project quarterly unless otherwise agreed. Claims should be supported by evidence of spend having been incurred (for example copy invoices). The Council's external Auditors may need to inspect your organisations financial accounts relating to the project(s) in order that the Council complies with the Government Capital Receipts Pooling requirements and the subsequent audit requirements.

- 9 Planning application progress: whilst we do not require planning to be submitted progress toward planning application submission/planning approval is important and therefore your application should clearly describe where you are in respect to the planning application process including pre app discussions and any key planning issues.

Eligible expenditure

The amount spent on social housing includes the following:

- a) Development costs associated with the acquisition of dwellings to be used as social housing;
- b) Development costs associated with the acquisition of land for the construction of dwellings to be used as social housing;
- c) Development costs of construction of dwellings to be used as social housing.

Development costs mean the costs relating to the development of social housing in respect to the heads of expenditure set out below:

Heads of expenditure

Acquisition

- Purchase price of land/site
- Stamp duty land tax on the purchase price of the land/site

Works

- Main contract costs (excluding any costs defined as on costs)
- Major site development works (where applicable). These include piling, soil stabilisation, road/sewer construction, major demolition
- Statutory agreements, associated bonds and party wall agreements (including all fees and charges attributed to such works) where applicable.
- Additional costs associated with complying with archaeological works and party wall agreement awards (including fees charges and claims attributable to such works) where applicable
- Unrecoverable VAT on the above (where applicable)

On costs

- Legal fees and disbursements

- Net gains losses via interest charges on development period loans
- Building society or other valuation and administration fees
- Fees for building control and planning permission
- Fees and charges associated with compliance with European Union directives, and any requirements relating to energy requirements of dwellings, Eco-homes certification and Housing Quality Indicators.
- In-house or external consultant's fees disbursements and expenses (where the development contract is a design and build contract) see note 1 below
- Insurance premiums including building warranty and building defects liability insurance (except contract insurance included in works cost)
- Contract performance bond premiums
- Borrowing administration charges (including associated legal and valuation fees)
- An appropriate proportion of the development and administration costs of the Authority or the body in receipt of funding from the Authority
- Irrecoverable VAT on the above

Note 1

Where the development contract is a design and build contract the on-costs are deemed to include the builders design fee element of the contract sum. The amount included by the builder for the design fees should be deducted from the works cost element referred to above, as should other non-works costs that may be submitted by the builder such as fees for building and planning permission, building warranty, defects liability insurance, contract performance bond and energy rating of dwellings.

Note 2

Some items will not qualify as development costs unless the Authority can clearly demonstrate that such costs are properly chargeable to the social housing, i.e. for the sole use of residents or to comply with any statutory obligations that may have been imposed.

Examples of these are:

- Works to roads which do not exclusively serve the social housing
- Landscaping to areas of land which lie outside the boundaries of the land on which the social housing site is located.
- District heating systems

- Trunk sewers and sewage disposal works
- Special refuse treatment buildings
- Public conveniences
- Community halls, club rooms, reception rooms

Note 3

Subject to the above where any cost incurred or to be incurred by the Authority or a body in receipt of funding from the Authority is common to both the development of the social housing and to any other activity, asset or property of the Authority or a body in receipt of funding from the Authority only such part of that cost as is attributable to the development of the social housing may be treated as a cost in which the retained amount may be paid.

Note 4

Approval process - where an application is received for a funding request of under £500k the Chief Financial Officer Director of Housing and Investment will approve and authorise the release of this funding from the Right to Buy Replacement Programme. Approvals for this can take up to one month. Where the funding request is over £500k the decision will have to be approved by the Executive Board. Approvals for this can take up to three months.

Key Assessment criteria

Timescales: Strict timescales apply to spend of RTB funding and therefore delivery within agreed timescales is essential. (The grant agreement will specify dates for drawdown of funding and expenditure).

Value for Money: Your organisation will be expected to demonstrate that all reasonable steps have been taken to ensure best consideration and value for money. A development appraisal may be required if your project is selected at the Expression of Interest stage to go forward to a full application – the level of match funding required – development offer e.g. additional benefits that the project will deliver for the community.

Affordability: The Council has a preference for the properties to be let at a social rent.

Deliverability: Confirmation of funding availability and strength of project partnership and organisational record of delivery will be essential to the award. Other evidence to demonstrate the scheme is deliverable such as land availability/ownership will also be considered. Similarly the planning status of the scheme will be an important consideration for the allocation of grant.

Quality standards: The Council is committed to promoting excellence in respect of design quality, space standards and environmental efficiency. As a minimum all schemes will be expected to meet the Lincoln Standard..

Alignment with Council Priorities: Including Empty Homes Strategy, Housing Strategy affordable housing priorities, housing demand data.

Learning, Training and Employment: Schemes should demonstrate how they will ensure learning and training opportunities and how they will drive standards for apprenticeships and local labour opportunities.

Proposed Management: Applicants should clearly set out how the properties are to be managed, for example, whether they are to be managed by the provider or instead a managing agent be appointed. The Council reserves the right to request additional information in order to ensure that it is satisfied with the proposed management arrangements.

Appendix 3

City of Lincoln Council Grant Agreement for Right to Buy 1-4-1 Replacement Schemes

THIS AGREEMENT is made the day of Two thousand and nineteen

BETWEEN:

- (1) **CITY OF LINCOLN COUNCIL** of City Hall, Beaumont Fee Lincoln LN1 1DD ("**the Council**") and
- (2) [] (**Company No.**) whose registered office is at **ADDRESS** [("**the Grant Recipient**")]

RECITALS:

- (1) By an agreement dated **12 June 2012 the** Secretary of State for Communities and Local Government has permitted the Council to retain capital receipts the provision of social housing
- (2) The Council has agreed to advance grant funding to the Grant Recipient to facilitate the delivery of new social housing in the Council's administrative area
- (3) The Council will have nomination rights in respect of the social housing constructed by the Grant Recipient
- (4) The Grant Recipient has submitted a bid to the Council for grant funding to assist the Grant Recipient in the acquisition and refurbishment of Properties for social housing
- (5) The grant funding provided under this Agreement is made in compliance with the requirements set out in the European Commission's Decision of 20 December 2011 concerning public service compensation granted for Services of General Economic Interest (2012/21/EU).

PRINCIPAL CLAUSES:

1. Definitions

In this Agreement unless the context otherwise requires:

"Actual Programme Costs" means in respect of the Refurbishment Programme the total amount of Eligible Programme Costs actually incurred by the Grant Recipient in acquiring and developing as such amount is warranted and certified by the Grant Recipient pursuant to the provisions of Schedule 1

"Affordable Rent" means a rent (inclusive of service charges) which does not exceed eighty per centum (80%) of the market rent for an equivalent property of the relevant size and location such rent to be assessed and set in accordance with the requirements of the Rent Standard or such other below market rent to be agreed from time to time by the parties

"Affordable Rent Unit" means a Social Housing Unit let or to be let at an Affordable Rent and not a Social Rent

"Agreed Principles" means the terms set out in Part 1 of Schedule 3

"Agreed Timescale" means:

in respect of the Start on Site Date, 28 days from the acquisition of the first Property in each Phase of the Refurbishment Programme; and

in respect of the Date of Practical Completion, within 6 months of the Start on Site Date of the last Property in each Phase of the Refurbishment Programme

"Consents" means all consents building regulation approvals and other necessary approvals and consents (under statute any lease or otherwise) and all other relevant statutory or regulatory requirements required to enable the Refurbishment Programme to be lawfully carried out and maintained

"Date of Practical Completion " means the date on which the Project Monitor notifies the Grant Recipient (such notification not to be unreasonably withheld or delayed) that they are satisfied acting reasonably that the Phase 1 and/or Phase 2 of the Refurbishment Programme is Practically Complete and has been completed within the Agreed Timescale

"the Refurbishment Programme" means the acquisition and refurbishment in accordance with the Refurbishment Standards of:

- (a) {} Properties in Phase 1 of the programme ("Phase 1")
- (b) {} Properties in Phase 2 of the programme ("Phase 2") for the purposes of letting the Properties on an assured short hold tenancy or a form of tenancy to be agreed in advance by the Council at an Affordable Rent or such other below market rent to be agreed from time to time by the parties

"Eligible Programme Costs" means those costs incurred by the Grant Recipient in carrying out the Refurbishment Programme as specified in Schedule 6 (calculated using generally acceptable accounting principles)

"Decent Homes Standard" means the standard described in sections 4 and 5 of the Department for Communities and Local Government's publication entitled "A Decent Home: Definition and guidance for implementation June 2006 Update";

"Encumbrance" means any mortgage charge pledge lien or other encumbrance

"Event of Default" means any of the events or circumstances set out in Schedule 4

"the Grant" means the Phase 1 Grant and the Phase 2 Grant totalling the maximum amount of grant payable to the Grant Recipient by the Council in accordance with the provisions of Schedule 1

"the Grant Recipient's Obligations" means the obligations of the Grant Recipient as set out in Schedule 3

"Insolvency Event" means the occurrence of any of the following in relation to the Grant Recipient:

- (a) it is unable or admits an inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties,

commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness

- (b) the value of its assets is less than its liabilities (taking into account contingent and prospective liabilities)
- (c) a moratorium is declared in respect of any indebtedness
- (d) any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise)
 - (ii) a composition, compromise, assignment or arrangement with any of its creditors
 - (iii) the appointment of a liquidator, receiver, administrator, compulsory manager or other similar officer
 - (iv) enforcement of any Security over any assets of the Grant Recipient
 - (v) any analogous procedure or step is taken in any jurisdiction

other than any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within ten (10) Business Days of commencement or
- (e) any expropriation, attachment, sequestration, distress or execution affects any asset or assets of the Grant Recipient which has a Material Adverse Effect in relation to the Programme

"the Key Personnel" means the personnel identified by the Council as being key personnel

"Longstop Date" means 24 months from the date of this Agreement PROVIDED always that the Council may in its absolute discretion (but without any obligation to do so) from time to time extend the Longstop Date by giving notice in writing to the Grant Recipient fixing a revised

Longstop Date and upon the giving of such notice any such revised Longstop Date shall be substituted for the date previously fixed hereunder]

"Material Adverse Effect" means the effect of any event or circumstance which is reasonably likely to be materially adverse to the ability of the Grant Recipient to deliver the Phase 1 and /or Phase 2 of the Refurbishment Programme on the basis agreed under this Agreement within the Agreed Timescales

"the Maximum Sum" means 30% of the Actual Programme Costs or the sum of (WORDS) s (£NUMBERS) whichever is the lesser sum.

"Phase 1 Grant" means £VALUE being the maximum amount of grant payable to the Grant Recipient by the Council during Phase 1 of the Refurbishment Programme in accordance with the provisions of Schedule 1

"Phase 2 Grant" means £VALUE being the maximum amount of grant payable to the Grant Recipient by the Council during Phase 2 of the Refurbishment Programme in accordance with the provisions of Schedule 1

"Potential Event of Default" means an event that with the giving of notice by the Council or lapse of time would become an Event of Default in accordance with Schedule 4

"Practical Completion" means that Phase 1 and /or Phase 2 of the Refurbishment Programme has been completed within the Agreed Timescale in accordance with Refurbishment Standards and the terms of this Agreement such that all the Properties within each Phase are fit for beneficial occupation as Social Housing Units, and Practically Complete shall be construed accordingly

"Properties" means the properties to be acquired by the Grant Recipient for refurbishment as Social Housing Units comprising NUMBER OF UNITS Affordable Rented Units or such other mix of Social Housing as the Council may from time to time agree in writing

"Public Sector Subsidy" means all funding or subsidy in relation to the Refurbishment Programme in money or money's worth (including the Grant) received or receivable by the Grant Recipient from public sector bodies (whether national or local) or bodies in receipt of lottery funds from the National Lottery Distribution Fund pursuant to the National Lotteries Acts 1993 and 1998 and any further funding by the Council provided under this Agreement

"the Project Monitor" means such person as the Council may from time to time notify to the Grant Recipient is to act as Project Monitor

"Refurbishment Standards" means the standards submitted to and agreed by the Council but which if no specific standards are agreed must as a minimum meet the Decent Homes Standard

"Regulator" means the HCA acting through the Regulation Committee established by it pursuant to Part 2 of the HRA 2008 or any similar future authority (including any statutory successor) carrying on substantially the same regulatory or supervisory functions

"Rent Standard" means any standard set by the Regulator (including any associated explanatory notes or guidance from time to time under Section 193 Housing and Regeneration Act 2008 pursuant to any then applicable Direction)

"Rent Standard Guidance" means the document of that name published by the Regulator in March 2012 (including any other guidance issued by the Regulator in relation to that document) as such document and/or associated guidance may be amended, updated or replaced from time to time

"Secure Legal Interest" means the Grant Recipient has in respect of the Properties:

- (a) freehold title registered with title absolute
- (b) leasehold title registered with title absolute where the lease has at least 60 years unexpired duration

"Security" means a mortgage charge pledge lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect (such as a sale or lease and leaseback a blocked account set off or similar arrangement)

"SGEI Decision" means the European Commission's Decision on Services of General Economic Interest dated 20 December 2011 (2012/21/EU)

"SGEI Decision Overpayment" means the extent to which Public Sector Subsidy (including the Grant) exceeds the maximum amount of aid under the SGEI Decision which may be provided without Unlawful State Aid arising

"Social Housing" has the meaning attributed to it in Section 68 of the Housing and Regeneration Act 2008

"Social Housing Unit" means a unit of Social Housing provided by the Grant Recipient that will be made permanently available to be let at an Affordable Rent

"Social Rent" means a rent calculated in accordance with the formula for calculating social rents set out in the Rent Standard Guidance

"Start on Site Date" means the date on which:

- (a) the Grant Recipient has taken possession of the Property and
- (b) the physical Works to the Property has commenced;

"State Aid" means aid granted by a member state of the European Union or through the resources of such a member state which distorts or threatens to distort competition by favouring a particular undertaking, in so far as such aid affects trade between European Union Member States

"Successful Completion" means Completion of the Refurbishment Programme within the Agreed Timescales

"Unlawful State Aid" means State Aid which has been granted in contravention of Article 107(1) Treaty of the Functioning of the European Union and which does not qualify for an exemption pursuant to any of the provisions of the Treaty of the Functioning of the European Union or any of its subsidiary instructions or legislation

"Value Added Tax" means any tax on value (other than Stamp Duty) or turnover (including Value Added Tax as defined by the Value Tax Act 1994) as shall be payable at the rate appropriate at the time of the relevant supply

"Works" means all of the works set out in Schedule 6 to this agreement and the refurbishment works required to bring the Properties up to the Refurbishment Standard such works to be agreed by the Parties in respect of each Property prior to the Start on Site Date

2. Interpretation

- 2.1 References to parties and other persons include their successors and permitted assigns except where the context otherwise requires
- 2.2 References to a clause or schedule are references to a clause of or a schedule to this Agreement unless otherwise provided. Clause and schedule headings are for ease of reference only
- 2.3 References to this or any other agreement or document or statute are references to them in force for the time being and as amended varied supplemented consolidated or re-enacted from time to time and include any schedules and annexes to such agreement or document and in the case of statutes any delegated legislation
- 2.4 In this Agreement "including" shall be construed so as not to limit the generality of any words or expressions in connection with which it is used
- 2.5 The schedules form part of this Agreement
- 2.6 The term 'Refurbishment Programme' include each and every Property therein

- 2.7 Words importing one gender include all other genders and the singular shall include the plural and vice versa

3. Purpose

- 3.1 The Council has agreed to make the Grant available to the Grant Recipient to provide the Refurbishment Programme subject to and in accordance with the terms and conditions of this Agreement.
- 3.2 Each party undertakes to co-operate with the other to facilitate the proper performance of this Agreement and the delivery of the Refurbishment Programme.

Payment of the Grant

- 4.1 Subject to the provisions of this Agreement the Council shall pay the Grant to the Grant Recipient in accordance with the provisions of Schedule 1
- 4.2 Unless the Council in its absolute discretion otherwise agrees the Council shall not be liable to pay the Grant or any part of the Grant at any time after the Longstop Date (as the same may be extended) or when:
- 4.2.1 an Event of Default has occurred and is continuing;
 - 4.2.2 the Council believes acting reasonably that an Event of Default is likely to occur as a result of the relevant payment or is imminent; or
 - 4.2.3 any of the representations and warranties contained in this Agreement would be incorrect in a material respect if it was then to be repeated
 - 4.2.4 the Council believes acting reasonably that the payment of the Grant would be Unlawful State Aid

5. The Grant Recipient's Obligations

The Grant Recipient agrees with the Council that it will observe and perform the Grant Recipient's Obligations throughout the duration of this Agreement

6. Effect of Events of Default

Where an Event of Default has occurred and is continuing and has not been remedied the Council may by notice in writing to the Grant Recipient:

- 6.1 suspend the payment of the Grant for such period as the Council in its absolute discretion may determine;
- 6.2 vary the Maximum Sum in which case the payment of the Grant shall thereafter (subject to the provisions of this Agreement and provided that no other Event of Default has occurred and is continuing) be made in accordance with the variation notified to the Grant Recipient; and
- 6.3 terminate this Agreement whereupon:
 - 6.3.1 the Council shall cease to be under any obligation to provide the Grant to the Grant Recipient under this Agreement;
 - 6.3.2 the Council may require the Grant Recipient to repay the whole or any part of the Grant previously paid to the Grant Recipient where the Grant Recipient has not been liable to pay and has not paid such whole or part of the Grant to a third party and it is irrecoverable and the Grant Recipient agrees that upon receipt of notice requiring repayment they shall repay the sums required within twenty eight days of receipt of such notice;

7. Repayment of the Grant

- 7.1 The Grant Recipient shall, unless the Council acting in its absolute discretion agrees otherwise, repay to the Council any part of the Grant paid to the Grant Recipient as a

result of an administrative error (whether by the Council the Grant Recipient or any other person). Any sums falling to be paid by the Grant Recipient to the Council under this Clause may be deducted from any further payments of any part of the Grant that the Council may be liable to pay to the Grant Recipient

- 7.2 If the Agreement Funding gives rise to an SGEI Decision Overpayment or otherwise constitutes Unlawful State Aid then the Council shall be entitled to recover from the Grant Recipient the amount of such SGEI Decision Overpayment and/or Unlawful State Aid together with such interest as it is required by law to recover and the Grant Recipient must pay such amount(s) within ten (10) Business Days of the Council requesting repayment

8. Notices

Any notice required to be given under this Agreement shall be in writing and shall be served:

- 8.1 as regards a notice to be served on the Council by personal delivery or by sending it by recorded postal delivery to the Council's City Solicitor at City Hall Beaumont Fee Lincoln LN1 1DD; or
- 8.2 as regards a notice to be served on the Grant Recipient by personal delivery or by sending it by recorded postal delivery to the Grant Recipient's Chief Executive at the address given in this Agreement

and shall (where sent by post) be deemed to have been served and received on the second working day following the day of posting and (where delivered personally) be deemed to have been given when received by the person to whom it is addressed

9. Value Added Tax

The payment of the Grant by the Council under this Agreement is believed to be outside the scope of Value Added Tax but if any Value Added Tax shall become chargeable all payment of the Grant or any part of the Grant shall be deemed to be inclusive of Value Added Tax and the Council shall not be obliged to pay any Value Added Tax over and above the amount of the Grant

10. Representations and Warranties

10.1 Without prejudice to any other term of this Agreement, the Grant Recipient:

10.1.1 expressly acknowledges the Agreed Principles and agrees to observe them and to be bound by them;

10.1.2 represents and warrants in the terms set out in Part 2 of Schedule 2` to the Council on the date hereof and on each day during the currency of this Agreement; and

3.1.3 acknowledges and agrees that the Council is relying on such representations and warranties and that each of such warranties and representations shall be separate and independent and, save as expressly provided to the contrary, shall not be limited by reference to any of them or by any other provisions of this Agreement.

11. Publicity

11.1 Subject to clause 11.2 below, the Grant Recipient shall not make or consent to the making of any public statement or announcement or engage in any promotional activity concerning this Agreement or any involvement of the Council concerning the Refurbishment Programme without the Council's prior consent

11.2 The Grant Recipient shall at all times during the carrying out of the Refurbishment Programme maintain on the Properties in a location to be agreed with the Council a sign

of a type and design approved by the Council indicating that the Refurbishment Programme has been funded by the Council

12. Indemnity

The Grant Recipient shall indemnify and keep indemnified the Council from and against all costs expenses actions charges claims damages proceedings and other liabilities sustained or incurred as a direct result of any Event of Default or Potential Event of Default caused by the Grant Recipient

13. General

- 13.1 Nothing in this Agreement shall constitute or create a partnership or joint venture between the Council and the Grant Recipient or constitute the Grant Recipient or its staff as agents of the Council for any purpose whatsoever and the Grant Recipient and its staff shall not in any circumstances hold itself or themselves out as such
- 13.2 Except where any agreement decision or determination to be made by the Council under or in connection with this Agreement is expressly qualified such agreement decision or determination by the Council shall be made by the Council in its sole and absolute discretion
- 13.3 Any consent approval waiver or agreement of the Council or any person acting on behalf of the Council pursuant to this Agreement shall not be deemed to be an acceptance by the Council of the correctness or suitability of the contents of the subject of the approval or consent
- 13.4 This Agreement shall be governed by the laws of England and Wales and the Council and the Grant Recipient irrevocably agree that any legal action or proceedings arising out of or relating to this Agreement may be brought and enforced in the courts of England and Wales and irrevocably submit to each jurisdiction

- 13.5 This Agreement may only be amended in writing duly executed by the Council and the Grant Recipient
- 13.6 If at any time any of the provisions of this Agreement become illegal invalid or unenforceable in any respect under any law or regulation of any jurisdiction in which they are to be performed the legality validity or enforceability of the remaining provisions of this Agreement shall not be in any way affected or impaired as a result and the Council and the Grant Recipient shall in good faith amend this Agreement to reflect as near as may be the spirit and intention behind such unenforceable provision or provisions so that the same may comply with the laws of that jurisdiction
- 13.7 No failure or delay on the part of the Council in exercising any right or power and no course of dealing between the Council and the Grant Recipient shall operate as a waiver nor shall any single or partial exercise of any right or power of the Council prevent any other or further exercise thereof or the exercise of any other right or power of the Council. The rights and remedies of the Council are cumulative and not exclusive of any other rights or remedies which the Council would otherwise have provided that the Council has in each instance acted in good faith
- 13.8 Nothing contained in or done under this Agreement and no consents given by the Council shall prejudice the Council's rights powers or duties and/or obligations in the exercise of its functions or under any statutes bye-laws instruments orders or regulations
- 13.9 Nothing in this Agreement nor in any other document shall impose any obligation or liability on the Council with respect to any actions of or obligations or liabilities assumed or incurred by the Grant Recipient or their agents contractors or employees whether under contract statute or otherwise

- 13.10 Any disputes or differences arising as between the Council and the Grant Recipient as to their respective rights duties or obligations or as to any other matter or thing arising out of or connected with the subject matter of this Agreement (other than as herein provided) shall be referred in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force to the determination of a single arbitrator to be agreed upon by the parties or failing agreement within seven days of a written request by one of the parties requesting such agreement then (upon the request of either of the parties) to a person nominated as arbitrator by the President for the time being of the Royal Institution of Chartered Surveyors.
- 13.11 For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Council's rights powers and obligations in the exercise of its functions as a local authority and the rights powers duties and obligations of the Council under all public and private statutes bye-laws orders and regulations may be as fully and effectually exercised in relation to the Properties and the Refurbishment Programme as if this Agreement had not been executed by them
- 13.12 The Grant Recipient may not assign or sub-contract any part of this Agreement without the consent of the Council (other than pursuant to security) and the Council may only assign or sub-contract it to a body which shall supersede the Council in dealing with the subject matter of this Agreement

14. Security

The Grant Recipient consents to the entry of an agreed notice against the Grant Recipient's title to the Property at the Land Registry

15. Nominations

On the date of this Agreement the Grant Recipient will enter into a nominations agreement in the form attached at Schedule 5.

16. Entire Agreement

This Agreement constitutes the entire understanding and agreement between the Council and the Grant Recipient as to the subject matter of this Agreement and save as expressly referred to or incorporated by reference supersedes all prior negotiations submissions or understanding between the Council and the Grant Recipient with respect to the subject matter

17. Fraud

The Grant Recipient must take all reasonable steps to prevent the risk of fraud to the Council. Where such steps reveal the possibility of fraud affecting the resources of the Council the Grant Recipient shall immediately inform the Council

18. Prevention of Bribery and Corruption

The Council shall be entitled to cancel this Agreement and to recover from the Grant Recipient the amount of any loss resulting from such cancellation if:

- 18.1 the Grant Recipient shall have offered or given or agreed to give to any person any gift or consideration of any kind inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to this Agreement or any other agreement with the Council;
- 18.2 the like acts shall have been done by any person employed by the Grant Recipient or acting on its behalf; or
- 18.3 in relation to any agreement with the Council the Grant Recipient or a person employed by them or acting on its behalf shall:

18.3.1 have committed any offence under the Bribery Act 2010; or

18.3.2 have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972

18.4 In exercising its rights or remedies under this Clause 18 the Council shall act in a reasonable and proportionate manner having regard to such matters as the gravity of and the identity of the person performing the relevant act

IN WITNESS whereof the parties hereto have executed this document as a deed the day and year first hereinbefore written

SCHEDULE 1

Procedures for the payment of the Grant

1 Reporting

- 1.1 Until Practical Completion or such later date as the Council shall require the Grant Recipient will deliver to the Project Monitor a written report ("the Report") each month following the date of this Agreement updating the Council on general progress in relation to the Refurbishment Programme including, but not limited to:
 - 1.1.1 details of Properties selected for acquisition
 - 1.1.2 exchanges of contract and completion of the purchases of selected Properties
 - 1.1.3 details of schedule of works and a detailed breakdown of the estimated cost of the refurbishment works for each Property
 - 1.1.4 expenditure incurred in relation to the Refurbishment Programme :
- 1.2 The Report shall be signed by one of the Key Personnel or such other person as the Council in its absolute discretion may agree
- 1.3 The Council reserves all its rights pursuant to this Agreement in relation to any material changes or anticipated changes to the Refurbishment Programme or any of the schedules to this Agreement that may be disclosed in the Report
- 1.4 The Report shall be in such form as the Council may reasonably require
- 1.5 The Grant Recipient shall deliver to the Project Monitor such information as the Council or the Project Monitor may reasonably require in support of the Report

2 Application for payment

2.1 Application for Payment of the Phase 1 Grant

- 2.1.1 An Application for Payment of 50% of the Phase 1 Grant shall be submitted to the Project Monitor by the Grant Recipient on the Phase 1 Start on Site Date confirming that the Start on Site Works have commenced. The Council will pay the grant monies within 28 days of the Application for Payment
- 2.1.2 The Grant Recipient may upon the Date of Practical Completion of the last Phase 1 Property submit a further application for payment in respect of Actual Programme Costs incurred during Phase 1 of the Refurbishment Programme up to a maximum of 50% of the Phase 1 Grant) together with the Report and

2.2 Application for Payment of the Phase 2 Grant

- 2.2.1 An Application for Payment of 50% of the Phase 2 Grant shall be submitted to the Project Monitor by the Grant Recipient on the Phase 2 Start on Site Date confirming that the Start on Site Works have commenced. Subject to 2.2.3 below the Council will pay the grant monies within [28] days of the Application for Payment
- 2.2.2 The Grant Recipient may upon the Date of Practical Completion of the last Phase 2 Property submit a further Application for Payment in respect of Actual Programme Costs incurred during Phase 2 of the Refurbishment Programme up to a maximum of 50% of the Phase 2 Grant together with the Report
- 2.2.3 It is hereby agreed by the Parties that the Council may not be obliged to make a payment of grant funding in respect of a Phase 2 Application for Payment unless all Properties in Phase 1 have achieved Practical Completion within the Agreed Timescale
- 2.3 The Application for Payment shall be signed by one of the Key Personnel or such other person as the Council (acting reasonably) may agree
- 2.4 The Application for Payment shall be made in such form as the Council may reasonably require

- 2.5 The Grant Recipient shall keep in one location the documentation required to verify the accuracy of the Application for Payment and shall permit the Council on giving reasonable notice and at reasonable times access to inspect such documentation
- 2.6 The Grant Recipient acknowledges that any delay in delivering the Report the Application for Payment or any information requested by the Council pursuant to this Schedule is likely to delay the payment of the Grant or any part of the Grant to the Grant Recipient
- 2.7 The Grant Recipient will if reasonably required by the Council or the Project Monitor meet with the Council or the Project Monitor in order to review verify and discuss the Report or the Application for Payment
- 2.8 The Grant Recipient will permit the Council and the Project Monitor access to the Property in order to inspect the Properties discuss the Report and/or the Application for Payment and shall if required (on reasonable notice) by the Council or the Project Monitor arrange for the Consultants or any of the Consultants required by the Council or the Project Monitor to be available at such inspection
- 2.9 The Grant Recipient shall deliver to the Council or the Project Monitor such information as the Council or the Project Monitor may reasonably require in support of the Application for Payment

3 Payment of the Grant

- 3.1 Without prejudice to the Council's rights to withhold the payment of the Grant under the terms of this Agreement the Council shall be under no obligation whatsoever to make a payment of the Grant or any part of the Grant until it is completely satisfied that such payment will be in relation to Actual Programme Costs in respect of the Refurbishment Programme

The Council shall pay the Grant to the Grant Recipient in instalments each instalment to be paid within twenty eight days of receipt of the Application for Payment PROVIDED THAT the total aggregate of all the payments made by the Council in respect of the Actual Programme Costs shall not in any event exceed the Maximum Sum

3.3 Unless the Council otherwise agrees the Council shall not be liable to pay the Grant or any part of the Grant:

3.3.1 unless the Application for Payment :

3.3.1.1 are made in the form reasonably required by the Council and are signed by one of the Key Personnel;

3.4.1.1 relate to Actual Programme Costs in relation to which the Grant Recipient has not submitted any other Application for Payment to the Council; and

3.4.1.2 includes to the reasonable satisfaction of the Council evidence that the expenditure to which the Application for Payment have been incurred and that payment is due from the Grant Recipient

3.3.2 if an Event of Default has occurred and is continuing or if the Council believes acting reasonably that an Event of Default is likely to occur as a result of payment pursuant to such Application or is imminent

3.3.3 if any of the representations and warranties contained in this Agreement would be incorrect in a material respect if then repeated by reference to the facts and circumstances then subsisting

3.3.5 if the Council is not satisfied acting reasonably that the relevant Phase of the Refurbishment Programme in relation to which the Application for Payment has been made has been satisfactorily completed

- 3.4 If the Council shall determine that any expenditure previously defrayed and the subject of a prior Application for Payment are not Actual Programme Costs or if at any time the Council has paid more than it is liable to pay under any provision of this Agreement the Council shall be entitled to deduct the amount properly stipulated by the Council as having been overpaid from any further payments of any part of the Grant
- 3.5 The Council is not under an obligation to consider any obligation to make a payment in respect of any Application for Payment made on or after a date which is 28 days prior to the Longstop Date

SCHEDULE 2

Acknowledgments Representations and Warranties

Part 1

Agreed Principles

- 1.1. The Grant is being made available by the Council on the express understanding that it is applied solely for the purposes of funding the Actual Programme Costs in respect of the Refurbishment Programme
- 1.2. The Public Sector Subsidy including the Grant in respect of Refurbishment Programme may not exceed an amount equal to 30% of the Actual Programme Costs incurred by the Grant Recipient in respect of the delivery the Refurbishment Programme;

Part 2

Representations and Warranties

1. The Grant Recipient is duly incorporated under the law of England and Wales and has the corporate power to own its assets and to carry on the business which it conducts or proposes to conduct.
2. The Grant Recipient has the power to enter into and to exercise its rights and perform the Grant Recipient's Obligations under this Agreement
3. The Grant Recipient is not subject and will not become subject to any other obligation, compliance with which will or is likely to, have a Material Adverse Effect in relation to the Refurbishment Programme.
4. The Grant Recipient's obligations under this Agreement constitute legal, valid and binding obligations, enforceable in accordance with its terms.
5. The execution, delivery and performance by The Grant Recipient of this Agreement do not:

- 5.1. insofar as it is aware contravene any applicable law or directive or any judgement, order or decree of any court having jurisdiction over it;
- 5.2. conflict with, or result in any breach of any of the terms of, or constitute a default under, any agreement or other instrument to which it is a party or any licence or other authorisation to which it is subject or by which it or any of its property is bound; or
- 5.3. contravene or conflict with its memorandum and articles of association or rules (as applicable) from time to time.
6. All Consents required in connection with the execution delivery issue validity or enforceability of this Agreement have been obtained (or will be obtained before or when required) and (where obtained) have not been withdrawn
7. To the best of the Grant Recipient's knowledge, no claim is presently being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge, pending or threatened against it or any of its assets which will or might have a Material Adverse Effect in relation to the Refurbishment Programme.
8. To the best of the Grant Recipient's knowledge, no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator or similar officer in relation to any of its assets or revenues and without limitation no Insolvency Event has occurred in relation to it.
9. No person having any Security over the Properties or any other assets of the Grant Recipient has enforced or given notice of its intention to enforce such security.
10. It is not aware, after due enquiry, of anything which materially threatens the success or Successful Completion of the intention or purpose of this Agreement.
11. All information documents and accounts submitted by the Grant Recipient to the Council were true and accurate as at the date on which the same were supplied and that no change

has occurred since the date on which such information was supplied which renders the same untrue or misleading in any material respect (save as may have been disclosed or updated or corrected by other information supplied to the Council) and that save as so disclosed updated or corrected there has been no material adverse change in its undertaking assets operations or prospects since such information was provided.

12. The Grant Recipient has disclosed to the Council all information which it reasonably believes would influence the Council in awarding the Grant to it or the amount thereof.
13. The Grant Recipient is not aware after due enquiry of anything which materially threatens the success or Successful Completion of the Refurbishment Programme or makes it unlikely.
14. No Event of Default has occurred and is continuing and save as notified to the Council the Grant Recipient is not aware of any Potential Event of Default.
15. The Grant Recipient has a Secure Legal Interest in the Properties or will have acquired a secure Legal Interest at the date of Application for Payment in respect of any grant monies to be spent on Works at those Properties
16. The representations and warranties contained in this Schedule shall be deemed to be repeated whenever payment of the Grant or any part of the Grant is made with reference to the facts and circumstances then pertaining

SCHEDULE 3

The Grant Recipient's Obligations

1 Consents

- 1.1 The Grant Recipient shall not carry out any work without having first obtained all necessary Consents for that work and in particular (but without prejudice to the generality of the foregoing) shall not carry out any work constituting development for which permission is required under the Town and Country Planning Act 1990 without detailed planning consent for that work having been obtained and if requested by the Project Monitor to produce to him such documents or copy documents as the Project Monitor may reasonably require to demonstrate satisfaction of its obligations under this paragraph
- 1.2 At all times throughout the Refurbishment Programme to comply with all Consents
- 1.3 The Grant Recipient shall apply for the Reserved Matters Approval within eight weeks of the Effective Date

2 Procurement

The Grant Recipient shall comply with all applicable Procurement legislation (including the Council's own procedure rules where notified to the Grant Recipient in writing) in connection with the procurement of any part of the Refurbishment Programme and promptly provide to the Council any information which the Council may reasonably require in order to satisfy itself that the Grant Recipient has done so

3 Indemnity

The Grant Recipient shall at all times fully and effectually indemnify the Council from and against any claims made against or losses incurred by the Council in connection with this Agreement including but not limited to any proceedings of any kind that may be suffered by the Council in connection with the payment of the Grant to the Grant Recipient

4 Practical Completion

- 4.1 The Grant Recipient shall give at least fourteen days' prior written notice to the Council of the date when they anticipate that the Date of Practical Completion of the Refurbishment Programme will occur
- 4.2 Immediately following the issue by its architect of a certificate of practical completion of the Refurbishment Programme (or any part of the Refurbishment Programme) the Grant Recipient shall furnish a copy thereof to the Council

5 Material alteration of the Refurbishment Programme

Not without the prior written consent of the Council to make any alterations or variations to the Refurbishment Programme

6 Dealings with this Agreement

Not to assign or transfer or otherwise dispose of the benefit of this Agreement other than pursuant to security

7 Notification by the Grant Recipient

The Grant Recipient shall notify the Council in writing:

- 7.1 as soon as practicable thereafter in the event of any material change in the information on costs (whether actual or estimated) of carrying out the Refurbishment Programme

and the Project provided for the appraisal of the Grant or the arising of any event which materially affects the continued accuracy of such information

- 7.2 as soon as practicable thereafter in the event of any receipt by the Grant Recipient of any other Public Sector Subsidy or the offer of the same in respect of the Refurbishment Programme
- 7.3 as soon as practicable thereafter of any event which is reasonably likely to materially and adversely affect the carrying out and completion of the Refurbishment Programme
- 7.4 forthwith on becoming aware of the occurrence of an Event of Default or of a Potential Event of Default

8 Provision of information

The Grant Recipient shall provide the Council with such information as the Council may reasonably require in connection with the Refurbishment Programme or any permitted variations thereto from the Start Date to the date on which the Companies have fulfilled all of their obligations under this Agreement

9 Inspection and audit facilities

The Grant Recipient shall permit the Council or persons authorised by the Council (in each case on giving reasonable notice and at reasonable times) to inspect the Property and to inspect audit and take copies of all reports books accounting records and vouchers relating to the Refurbishment Programme which the Council (acting reasonably) considers relevant and in particular (but without prejudice to the generality of the foregoing and the rights and obligations of either party) to inspect any works before the issue of any certificate of partial or practical completion and the Grant Recipient shall ensure that there is due regard to any observations made by or on behalf of the Council in particular in respect of any items which

are considered need to be done or remedied before the relevant certificate is issued Provided always that the Grant Recipient may exercise its professional judgement in a reasonable manner

10 Further assurance

At any time upon the written request of the Council the Grant Recipient shall promptly execute and deliver or procure the execution and delivery of any and all such further instruments and documents as may be reasonably necessary for the purpose of obtaining for the Council the full benefit of this Agreement and of the rights and powers herein granted

11 Good faith

The parties shall at all times act with good faith in their dealings with one another

12 Execution of the Refurbishment Programme

12.1 The Grant Recipient shall as soon as reasonably practicable procure the commencement and thereafter with all due expedition the carrying out and completion of the Refurbishment Programme in a good and workmanlike manner with good quality materials and substances of their respective kinds in accordance with all with the Consents and with due monitoring by the Grant Recipient of progress with a view to achieving Practical Completion within the Agreed Timescales

12.2 Following Practical Completion the Grant Recipient shall take all steps necessary to procure the remedy without delay of all defects in workmanship and materials which may then be found

13 Use of the Grant

The Grant Recipient will apply the Grant only for the carrying out of the Refurbishment Programme

14 No Borrowing etc.

14.1 The Grant Recipient will not without the Council's prior written consent (such consent not to be unreasonably withheld or delayed) create or permit to subsist any Encumbrance on any of their interests assets or revenues (including in particular but without prejudice to the generality of the foregoing the Property)

15 Payment of Outgoings

The Grant Recipient shall pay and discharge all costs expenses and other amounts required to procure the due performance of its obligations under this Schedule including all amounts of Value Added Tax payable by the Grant Recipient

16 Meetings

The Grant Recipient shall give to the Project Monitor at least five days' prior written notice (or if this is not practicable as much notice as is possible) of any meeting where the Refurbishment Programme or any item pertaining to the Refurbishment Programme is to be discussed or is likely to be discussed and shall provide him with copies of the agenda for the meeting and copies of any papers to be discussed. A representative of the Council shall be permitted to attend any such meeting and participate in any discussions taking place (but not vote) and the Project Monitor shall be provided with copies of the minutes of all such meetings including any at which the Council is not represented

SCHEDULE 4

Events of Default

1 Insolvency

At any time:

- 1.1 an Insolvency Event has occurred in relation to the Grant Recipient; or
- 1.2 the Grant Recipient ceases to operate

2 Misuse of the Grant

The Grant Recipient applies the Grant other than in respect of the Refurbishment Programme and fails to repay the Grant within 30 days of a demand under paragraph 3.4 of Schedule 1

3 Breach of other obligations

At any time the Grant Recipient fails to perform and observe any obligation owed to the Council under this Agreement or under any deed or document supplemental to this Agreement or creating security pursuant to this Agreement and fails to remedy such failure within 30 days of notice from the Council requiring it to do so

Fraud

At any time the Grant Recipient has acted fraudulently in relation to this Agreement or the Refurbishment Programme

4 Material misrepresentation

At any time any representation or statement made by or on behalf of the Grant Recipient in this Agreement and/or the Grant Recipient's application for the Grant and/or in any document

referred to in or delivered under this Agreement is not true and accurate in any material respect when made or deemed repeated whether deliberately or not

5 Commencement and completion of the Works

The Refurbishment Programme has not been started and completed within the Agreed Timescales or such longer period (if any) as the Council at its absolute discretion may allow

7 Withdrawal etc. of Consents

Any Consent is withdrawn or revoked or expires or is modified or made subject to any condition which in the Council's opinion may materially or adversely affect the Grant Recipient's ability to perform and observe their obligations under this Agreement

8 Breach of Nominations Agreement

The provisions of the Nominations Agreement are not complied with

SCHEDULE 5

Eligible Programme Costs

The costs eligible for Grant funding under the terms of this Agreement are:

- a) the Programme costs associated with the acquisition of the Properties to be used as Social Housing
- b) the programme costs associated with the refurbishment of the Properties to the Refurbishment Standard]in respect of the heads of expenditure set out below

Heads of expenditure

1 Acquisition

1.1 Purchase price of the Properties

1.2 Stamp duty land tax on the purchase price of the Properties

2 Works

2.1 Such works as are notified in writing to and agreed by the Council in respect of each Property prior to the Start on Site Date for that Property

2.2 2.3 Statutory agreements, associated bonds and party wall agreements (including all fees and charges attributed to such works) where applicable.

2.4 Additional costs associated with complying with party wall agreement awards (including fees charges and claims attributable to such works) where applicable

2.5 Unrecoverable VAT on the above (where applicable).

3 On costs

3.1 Legal fees and disbursements

3.2 3.3 Building society or other valuation and administration fees

3.4 Fees for building control and planning permission 3.5 Fees and charges associated with compliance with European Union directives, and any requirements relating to energy requirements of dwellings, Eco-homes certification and Housing Quality Indicators.

3.

3.7 Insurance premiums including building warranty and building defects liability insurance (except contract insurance included in works cost).

3.8 Contract performance bond premiums

3.9 Borrowing administration charges (including associated legal and valuation fees).

3.10 An appropriate proportion of the administration costs of Grant Recipient

3.11 Irrecoverable VAT on the above.

SCHEDULE 6

PROPERTIES

[if addresses of properties known at the date of the agreement]

Executed as a deed by a
director, in the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

THE COMMON SEAL of **CITY OF LINCOLN COUNCIL**
was hereunto affixed in the presence of:-

Appendix 4

Right to Buy Replacement Programme Monitoring Table

Scheme Reference Number:		Period:	
Name of Organisation:			
Organisational Contact:			
Scheme inc. short description and unit numbers:			
Scheme Commencement Date:			
Development Period:			
Long Stop Date:			

Monitoring Report:

Please outline works completed within the current reporting period and expenditure occurred.
Please outline works to be completed within the next reporting period.
Where you have been unable to meet the terms of the agreement please detail: 1) Reasons for the delay 2) What actions have been undertaken to mitigate this. 3) Upcoming milestones

I confirm that this is an accurate record of the project funded by the Right to Buy Replacement Programme:	
Name	
Position	
Signature	
Date	

SUBJECT: DRAFT LINCOLN ZERO CARBON UPDATE REPORT

DIRECTORATE: DIRECTORATE OF MAJOR DEVELOPMENTS

REPORT AUTHOR: KATE BELL, CLIMATE CHANGE MANAGER

1. Purpose of Report

- 1.1 The purpose of this report is to inform and update members of the Executive Committee on the Council's progress to address the challenge of climate change. To request that the Executive consider and approve climate projects outlined in the report for delivery in 2021/22.

2. Background

- 2.1 On the 24th of February 2020 the Council's Executive Committee approved the final draft contents of Vision 2025 Strategic Plan which includes a new priority 'Let's address the challenge of climate change.'
- 2.2 Since February 2020 a Vision 2025 Climate Challenge taskforce has been set up to deliver a range of projects to specifically address the challenge of climate change. In addition to the climate specific projects, Vision 2025 includes a range of projects under each of the other four priorities which also contribute to this priority either directly or indirectly.
- 2.3 In January 2020 the Council appointed a Climate Change Manager to develop, implement, co-ordinate and champion the Council's policies, strategies and action plans to adapt to the impact of climate change and reduce Lincoln's carbon footprint.
- 2.4 During 2020 the Council have carried out the following:-
- Set up a new CoLC Environmental Management System (EMS) and achieved accreditation from an independent body.
 - Approve a new Environmental Policy and Environmental Policy Statement for the Lincoln Christmas Market.
 - Successfully secured £72 000 to install new 'fast' electric vehicle charge points for use by residents, without access to off road parking, in city centre locations. Installation due to be completed by the end of March 2021.
 - Prepared the CoLC Single Use Plastic Audit and Action Plan for 2020.
 - Reduced the Council's Carbon Dioxide emissions by 14% since the 2018/19 baseline year.
 - Support the Lincoln Climate Commission to prepare the 'Lincoln Roadmap to Zero carbon' setting out climate projections and emission pathways to achieving net zero Carbon by 2030.
 - Supported the LCC to submit the Road to Zero programme of projects as part of the Lincoln Towns Fund bid.
 - Worked with Lincolnshire County Council to prepare and inform the Lincoln Cycling and Walking Network Plans and the Lincoln Transport Strategy.

- Applied to the Government's Public Sector Decarbonisation Fund to secure skills funding to prepare feasibility studies to decarbonise three Council buildings, awaiting outcome of the decision.
- Commenced work with the Central Lincolnshire Local Plan Team to review and consider the opportunities for preparing a carbon neutral Local Plan.
- The Housing Investment Team recycle and reuse, wherever possible, building materials to significantly reduce waste.

3. City of Lincoln Council Environmental Management System (EMS)

- 3.1 During 2020 an internal team of council officers from various service areas established an Environmental Management System (EMS).

'An Environmental Management System (EMS) is a structured framework for managing an organisation's significant environmental impacts.' Investors in the Environment

- 3.2 Having a recognised EMS accreditation demonstrates a continued environmental commitment to residents, contractors, suppliers, the wider business community and voluntary & community groups.
- 3.3 In August 2020 the Council's EMS was submitted to Investors in the Environment (iiE) for official audit. In September 2020 Investors in the Environment announced that the City of Lincoln Council has achieved the Silver level accreditation with a score of 74%.



'The Investors in the Environment (iiE) accreditation consists of organisations working toward high-level criteria and targets, followed by an official auditing process. The objective is to identify how City of Lincoln Council is performing against agreed targets and environmental performance. By qualifying for the accreditation, City of Lincoln Council (CoLC) are demonstrating their organisation's commitment to minimising its environmental impact and helping to set the standard for the environment.' (City of Lincoln Council iiE Audit. Sept 2020)

- 3.4 The iiE Audit report highlighted the Council's key achievements over 2019/20 were:-
- The CoLC has made a commitment to achieving net-zero by 2030 and there are numerous planning initiatives started and case studies published on existing low carbon work.
 - Good reductions achieved for all council buildings and activities, including a reduction in the annual carbon footprint by 14%.
 - Outstanding analysis of performance, with excellent internal assessment by environmental management leads and target projection for areas of concern for both direct council operations and public buildings.

- Well managed data capture system to record information for carbon reduction reporting.
- Introduction of sustainability criteria into the procurement process to support greater uptake of environmental action through suppliers.
- Excellent communication available to stakeholders on the CoLC website for almost all areas of the audit, demonstrating excellent transparency and accountability in sustainability action and planning.

3.5 The audit report recommended the following key areas where the Council could make improvements:-

- Modelling for net-zero has been drafted, with business-as-usual projections alongside a Science based Targets emissions model.
- Environmental management system documentation manual, monitoring process, and general internal systems process improvement.
- Improved data collection and annual target setting are needed, as well as a methodology for how these targets will be kept on track.

3.6 Based on the success of the EMS accreditation it is proposed that the Council proceed with developing the EMS and implement the recommendations from the audit. The proposed target to submit the Council's EMS for full external audit is Summer 2021 with the aim of achieving a Green Award.

4. City of Lincoln Council Decarbonisation Strategy and Action Plan

4.1 On the 23rd of July 2019 CoLC's Full Council unanimously approved the Climate and Environmental Emergency Declaration, resolving to deliver a carbon neutral vision for Lincoln by 2030.

4.2 In order to achieve the net zero carbon target and adhere to all the council's commitments in the Declaration a draft Decarbonisation Plan has been prepared for wider consultation, setting out how the Council intends to achieve net zero carbon for its own operations and services and contribute towards Lincoln's area wide carbon neutral ambitions. **A draft copy of the Decarbonisation Plan is provided in appendix 1 of this report.**

4.3 The basis of the draft Decarbonisation Plan is to provide a comprehensive assessment of the carbon impact of the Council's own operations, including a calculation of our carbon footprint and an action plan to ensure decarbonisation to net zero carbon is achieved by 2030.

4.4 The plan identifies six decarbonisation pathways, includes Carbon data where available and identifies key challenges and opportunities for each pathway. The plan would need to be updated annually to reflect emerging knowledge and understanding to ensure the council achieve a net zero carbon target by 2030.

4.5 Executive are asked to review and approve the draft Decarbonisation Plan prior to internal and external consultation. The final draft Decarbonisation Strategy and Action Plan will be presented to Executive following consultation.

5. Lincoln Climate Assembly

5.1 The Council's Climate and Environmental Emergency Declaration includes the following commitment:-

- Ask the Lincoln Climate Commission to consider ways of involving all interested people to have a voice through a citizens' assembly or something that serves this purpose.

- 5.2 A Climate Assembly is an opportunity to bring together 30 - 40 people from all walks of life and of all shades of opinion to discuss how Lincoln should meet its net zero climate target by 2030.
- 5.3 The assembly members would meet over four weekends in May/June 2021 to hear balanced evidence on the choices the UK and Lincoln faces on climate change. They will learn about the issue, discuss them with one another and then make recommendations about what should happen and help shape the work of the Lincoln Climate Commission and Council over the next 10 years. A final report summarising the views of the Climate Assembly would be published by September 2021.
- 5.4 The Lincoln Climate Commission members will be working alongside the council officers to prepare and circulate the survey, plan the workshops and provide the expert climate. In order to ensure that the assembly process is independent of the council it would be beneficial to appoint facilitators
- 5.5 **A draft copy of the Climate Assembly delivery proposal is provided in appendix 2 of this report.** Executive are asked to consider the proposal and give approval for officers to provide necessary resources to set up and deliver the Climate Assembly. This would include both officer time and a revenue budget of £10 000.
- 6. Lincoln 2030 – A Climate Strategy and Action Plan for Consultation**
- 6.1 The Council's Climate and Environmental Emergency Declaration includes the following commitments:-
- Work with partners in the area to deliver carbon reductions and support environmentally sustainable industry, business & employment.
 - Facilitate the work of a Lincoln Climate Commission to draw upon expertise in the community (industry, commerce, education, health etc.) and general public, to devise a carbon reduction road map with staged targets and policies consistent with carbon neutrality by 2030.
- 6.2 The Lincoln Climate Commission have set up a sub group to focus on developing the 'Lincoln 2030: Climate Strategy and Action Plan.' The plan will address Lincoln's area wide climate mitigation and adaptation issues and identify climate actions to be delivered over the next 10 years.
- 6.3 Preparation of the Lincoln 2030 document would be delivered alongside the work of the Climate Assembly to ensure the views of the community are taken into consideration.
- 6.4 The proposed timetable for Lincoln 2030 is as follows:
- Prepare a draft 'Lincoln 2030: A Strategy for Consultation' by 23rd of March for consideration by the Lincoln Climate Commission.
 - Commence public consultation on the content of Lincoln 2030 following local elections in May 2021.
 - Finalise the content for Lincoln 2030 Strategy and Action Plan, taking on board feedback from the Climate Assembly workshops, wider public consultation and climate experts on the LCC to present to the Commission and Council's Executive Committee by September 2021.

7. Green Homes Grant Local Authority delivery, phase 2 (LAD)

- 7.1 In October 2020 the Government launched £2 billion of support through the Green Homes Grant (GHG). The scheme consisted of two grant programmes, the GHG Voucher scheme open to all householders to improve the energy efficiency of their homes and the GHG Local Authority Delivery scheme (LAD).
- 7.2 The LAD scheme aims to support low income households living in the least energy efficient homes (those rated Band D, E, F or G.) The LAD Government guidance defines eligible low income household as -

'households receiving measures have a combined household annual income of no more than £30,000 gross, before housing costs and where benefits are counted towards this figure' Green Homes Grant Local Authority Delivery: Guidance for Local Authorities.

- 7.3 LAD Phase 2 is being administered by the Midlands Energy Hub (MEH) on behalf of the Government Department for Business, Energy and Industrial Strategy (BEIS). In March 2021 MEH issued an award letter to the City of Lincoln Council for **£479,600.00** capital and revenue funding. The fund is available to deliver an energy efficiency retrofit scheme for a minimum of 25 private and social households living on low incomes and in fuel poverty. The allocation has been calculated to reflect the number and proportion of EPC Band E, F and G properties within the Lincoln Local Authority area.
- 7.4 The Council's newly adopted Housing Strategy identifies that there are in the region of 5000 households currently deemed to be living in fuel property in Lincoln, in accordance with the Low Income High Cost definition of fuel poverty.
- 7.5 The Council are required to sign and return the award letter by the 15th of April. On signing the award letter the council will be eligible to receive 10% of the allocation for mobilisation and to support the proposal development, of this up to 9% can be used as capitalisation. The Council will also receive £2,750 to be used to assist with any required stock analysis or modelling to support Phase 2 and any potential future domestic energy efficiency schemes.
- 7.6 LAD grant funding is available for all tenure types (including private and social housing) but must support the retrofit of existing domestic dwellings only. Landlords eligible for funding (private and social) will need to provide at least 33% contribution towards the cost of the upgrades and BEIS expect the subsidy **not** to exceed £5,000 on average per household. For example -

Landlord Contribution	£2,500
LAD grant	£5,000
Total spend	£7,500 (on average per property)

- 7.7 The MEH have invited the Council to submit a local authority delivery plan, either individually or as part of a Local Authority consortium outlining how it intends to allocate the LAD grant to fuel poor households in Lincoln. The Delivery plan must set out the number of properties, type of measures and cost of the retrofit works the council expects to be able to deliver by December 2021 and must include a minimum of 25 properties.
- 7.8 Subject to the total number of properties and installation costs identified in the Council's Delivery Plan, the Council will receive 10% mobilisation fund to cover the following:-
- Project management, reporting and governance costs;
 - Building works to prepare for install – for example if there are issues with the walls that need to be rectified prior to insulation being applied;
 - Retrofit coordinator training costs; and

- Resident targeting, low-income verification and sign-up including lead generation and communication activities.

7.9 The timeframe for delivery of the scheme is set out as follows:

- Council award letter to be issued the week commencing 1st March to the Chief Executive.
- Deadline for accepting the allocation – 15th April
- Deadlines for submitting the Council's Delivery Plan – 2nd of April, 30th April or 24th of May.
- Delivery of the scheme must be able to commence in June.
- The Council will be expected to submit an interim report on progress delivery in July.
- The scheme must be completed by December 2021.

7.10 Executive are asked to consider the Green homes grant allocation for Lincoln and give approval for officers to sign and return the grant offer letter and prepare a Green Homes Grant Delivery Programme.

8. Corporate Strategic Priorities

8.1 Let's Address the Challenge of Climate Change
The proposals covered in this report are part of a programme of projects that will deliver the Council's aspirations and priorities outlined in the Vision 2025 Strategic Plan.

9. Organisational Impacts

9.1 Finance

9.1.1 City of Lincoln Council Environmental Management System (EMS)

There would be a cost implication to undertake an EMS accredited by Investors in the Environment, this is likely to be in the region of £1,000 and it is anticipated that all other costs will be covered within existing budgets.

9.1.2 City of Lincoln Council Decarbonisation Plan

The consultation draft Decarbonisation Plan has no direct financial implications. Subject to the plan being approved, delivery of actions will be funded under existing budgets or, where required, will be subject to a feasibility study and individual Executive approval prior to funds being committed.

9.1.3 Lincoln Climate Assembly

There are revenue implications to set up and deliver a climate assembly, at an anticipated cost of no more than £10,000. Subject to the outcome of the Town's Fund submission it is intended to resource this requirement from the final allocation. Alternatively this will be funded from the Vision 2025 earmarked reserve for seed funding.

9.1.4 Lincoln 2030 : A Climate Strategy and Action Plan for consultation.

There are no direct financial implications arising from the preparation and consultation of the Lincoln 2030 document

9.1.5 Green Homes Grant Local Authority delivery, phase 2 (LAD)

This project relies on securing BEIS capital and revenue funding to deliver the LAD scheme. At this stage in agreeing to prepare and submit a Green Homes Grant Delivery

Programme the Council will receive an initial revenue allocation of up to £44, 000 (or 10% subject the number of properties in the final delivery plan) in order to support the development of the programme. Following submission of this programme a further report will be submitted to the Executive to set out the further financial implications for the Council, specifically the impact on the Housing Investment Programme, which will be required to fund the landlord element of the works

- 9.1.6 This report will also need to consider the specific governance arrangements for the administration of the scheme to ensure that the Council, as accountable body, operate the scheme in accordance with the specific grant conditions. The report should also consider the specific resource implications to administer the scheme and the use of the revenue grant to support this.

9.2 **Legal Implications including Procurement Rules**

- 9.2.1 The Council will need to ensure that the GHG Delivery proposal is state aid compliant.

- 9.2.2 All procurement activity will be undertaken taking account of the Council's Contract Procedure Rules (CPRs) and ultimately Public Contract Regulations 2015 (PCRs), which is embedded into UK Law. All frameworks which the Council are using and may consider using are PCR compliant.

9.3 **Human Resources**

With the exception of the Green Homes Grant, the projects within this report will be managed by existing staff within the Major Development Directorate. The Vision 2025 Climate Challenge taskforce is a multi-disciplinary team and will oversee this programme and ensure a coherent approach to delivery. The Green Homes grant will require additional part time post to administer the scheme, this would be paid for by the GHG mobilisation fund. Officers will have to consider if a part time post could be identified within the short timeframe available for this scheme, prior to signing the award letter and submitting the delivery plan.

9.4 **Equality, Diversity and Human Rights**

The Public Sector Equality Duty means that the Council must consider all individuals when carrying out their day-to-day work, in shaping policy, delivering services and in relation to their own employees. It requires that public bodies have due regard to the need to:

- Eliminate discrimination
- Advance equality of opportunity
- Foster good relations between different people when carrying out their activities.

An Equality with Human Rights Analysis has been undertaken in relation to the Climate Assembly and Lincoln 2030 consultation process, this is attached at Appendix three. An EIA will be carried out as part of the Assembly selection and workshop planning process.

10. **Risk Implications**

10.1 Options Explored

- 1) To progress a 2021/22 Zero Carbon Programme which delivers the Council's Vision 2025 ambitions and the commitments made in the Climate Emergency Declaration.
- 2) To reduce the scale and ambition of the council's 2021/22 project proposals and deliver the programme over a longer timescale to relieve pressure on Council resources.

- 10.2 Key risks associated with the preferred approach
The preferred approach, option 1, seeks to mitigate the risks associated with option 2, which include the failure to respond to the Climate Emergency declaration in a timely fashion.

11. Recommendations

The Executive are asked to consider and approve the following actions:-

- To continue to improve the Council's Environmental Management System, implementing the recommendations from the iiE audit and prepare for accreditation by Investment in the Environment in Summer 2021.
- To review and approve the draft Decarbonisation Plan for internal and external consultation prior to reporting back to Executive with a final draft Plan in Summer 2021.
- Executive are asked to consider the proposal and give approval for officers to provide necessary resources to set up and deliver the Climate Assembly. This would include both officer time and a revenue budget of £10 000, in the absence of external grant, funding to be approved from the Vision 2025 earmarked reserve.
- For the Climate Change Manager to continue to support the Lincoln Climate Commission to deliver 'Lincoln 2030 - A Strategy for consultation' within the proposed timeframe.
- Executive are asked to review Green Homes Grant scheme outlined in this report and:
 - give approval for officers to proceed with preparing a GHG delivery plan; and,
 - delegate acceptance of the subsequent allocation and grant conditions to the Director of Major Developments and the Chief Finance Officer;
 - with a further report to the Executive setting out the detailed financial implications of the scheme.

Is this a key decision?	No
Do the exempt information categories apply?	No
Does Rule 15 of the Scrutiny Procedure Rules (call-in and urgency) apply?	No
How many appendices does the report contain?	Three
List of Background Papers:	None
Lead Officer:	Kate Bell, Climate Change Manager

Appendix 1

Draft City of Lincoln Council Decarbonisation Strategy and Action Plan

Responding to the Climate Emergency

2020-2030



CITY OF
Lincoln
COUNCIL

Together, let's deliver
Lincoln's ambitious future



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Introduction

What does carbon neutrality mean?

Carbon neutrality means reducing net emissions by at least 95%, there may be a residual 5% of emissions that is not technically feasible to eliminate by 2030. The UK Government ambition is for carbon neutrality across the entire UK public sector, i.e. some public sector organisations may be able to achieve negative emissions, to balance out unavoidable emissions in other organisations. Our contribution to this ambition will reflect future UK Government guidance.

What is a Decarbonisation Plan?

The purpose of a Decarbonisation Plan is to describe how the City of Lincoln Council intends to replace fossil fuel reliant systems with low carbon alternatives (e.g. Electric Vehicles, renewable energy). To meet the challenge of net zero, the Council will need to decarbonise its buildings and transport over the next 10 years.

The Plan describes the current state of the Council's energy use and its plans for reducing and/or decarbonising its energy use. The plan outlines what the Council has already done, what it is currently doing, what it plans to do in the future. The plan explains what actions are going to be taken, over what timescales, and the intended outcomes.

Scope of the Decarbonisation Plan

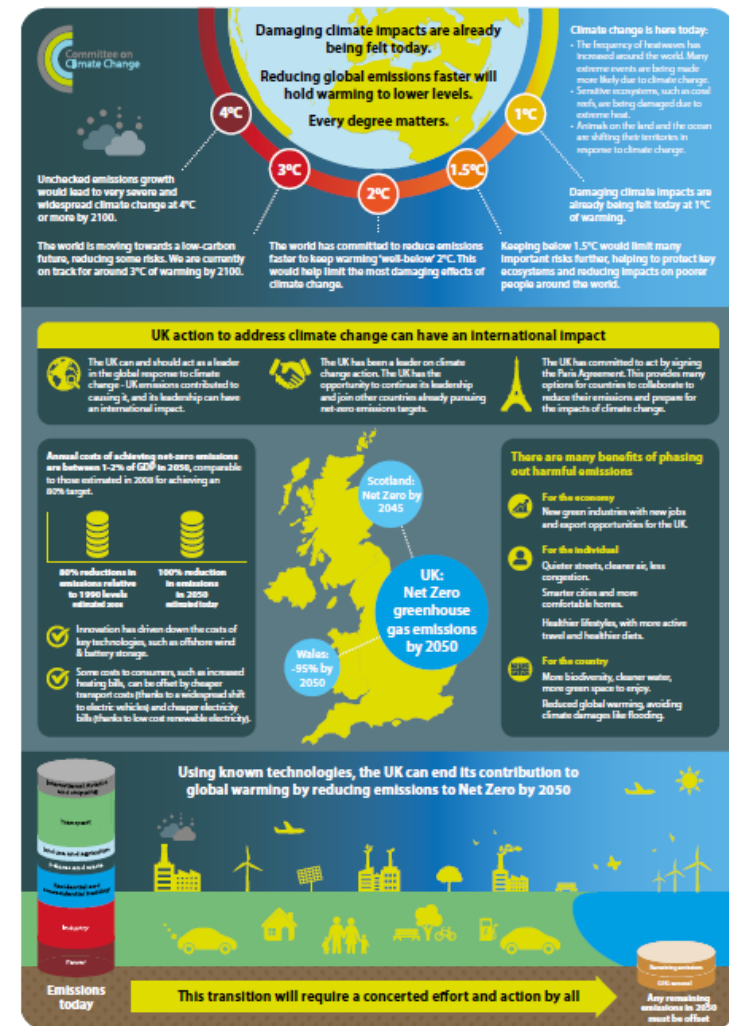
The Plan looks at emissions that are in our direct control, i.e. the Council's transport fleet or how we heat our buildings, as well as the services that the Council provides such as managing parks and open spaces or waste collection.

We recognise that some elements of our emissions are not solely in our direct control and/or will require additional support to achieve, e.g. the availability of low carbon technology and decarbonisation of the power grid. We will seek to collaborate with partners and advocate for actions in these areas. The Council are working closely with the [Lincoln Climate Commission](#) to develop a citywide Climate Strategy and Action Plan which will focus on how we are collectively going to achieve a net zero Carbon target for Lincoln by 2030.

Climate change and the need for decarbonisation

In 2015 the UK government joined an overwhelming majority of countries from around the world by signing the Paris Agreement. This consensus acknowledged the scientific advice and evidence of thousands of the world's best climate scientists and the need to ensure the average temperature of the earth's surface warms by no more than 1.5°C from the earth's temperature in approximately 1850-1900 (pre-industrial levels). The earth's average temperature is currently approximately 15°C. This shows why the constant human activity which causes additional increases to the global average temperature (in addition to any irregular but essential natural events that have a warming effect e.g. volcanic eruptions) must be addressed by mankind's next evolution to a new low carbon age.

Reducing emissions to safe levels can be done with existing technologies and knowledge. Governments know the cost and risk of inaction far outweighs the cost of action. After advice from the Committee on Climate Change, the UK government amended the Climate Change Act and made reaching a target of 'net zero' emissions by 2050 a binding target.



Source: The Committee on Climate Change

City of Lincoln Council's Climate and Environmental Emergency Declaration

On the 23rd of July 2019 CoLC's Full Council unanimously resolved that, This Council;

- Acknowledge the reality of the climate and environmental crises and commits to urgent emergency action.
- Join with Parliament and other Councils in declaring a Climate and Environment Emergency, and commit to the vision of a carbon neutral LINCOLN by 2030 at the latest.
- Sign up to a science based carbon reduction target that is consistent with achieving the Paris Agreement of no more than 1.5oC global temperature increase.
- Call on central government to provide the funding and powers to make this possible, and ask local MPs to lobby government to achieve this.
- Call on Lincolnshire County Council to cooperate with the City and District Councils to enable the City & District Councils to deliver on the carbon neutral vision by 2030, especially in such critical areas as highways & transport, energy, waste, food and health & wellbeing.
- Work with partners in the area to deliver carbon reductions and support environmentally sustainable industry, business & employment.
- Ask the Lincoln Climate Commission to consider ways of involving all interested people to have a voice through a citizens assembly or something that serves this purpose.
- Facilitate the work of a Lincoln Climate Commission to drawn upon expertise in the community (industry, commerce, education, health etc.) and general public, to devise a carbon reduction road map with staged targets and policies consistent with carbon neutrality by 2030, and bring a report to the Council's Executive as soon as practicable.

Vision 2025 Strategic Plan

Let's Address the Challenge of Climate Change

Vision 2025 is a five-year plan, based on many conversations we have had with members of the public and our partners. The plan sets out in some detail what we think needs to be done to deal with the most pressing issues we face in Lincoln. Our plans aspire to achieve a dynamic, resilient, inclusive and carbon neutral city, but importantly as well, to have Lincoln as a place of advanced social progress, with a high degree of social cohesion, a city of cultural, generational and ethnic diversity. Having declared a climate emergency in 2019, Vision 2025 places a new focus on this priority as a key element of the council's strategic plan.

A Climate Challenge taskforce has been set up to deliver the following climate aspirations:-

- Let's ensure our development approach reduces our carbon footprint
- Let's set the Lincoln standard for sustainable zero carbon development
- Let's make walking, cycling and the use of public transport the best and favourite way to move around Lincoln
- Let's ensure the city's infrastructure is fully adaptable and resilient to the challenges of climate change
- Let's make our existing housing and business premises energy efficient

The taskforce is made up of officers representing all Directorates and service areas within the council with responsibility for environmental management, business support, property management, air quality, planning policy, communications, procurement and climate change.

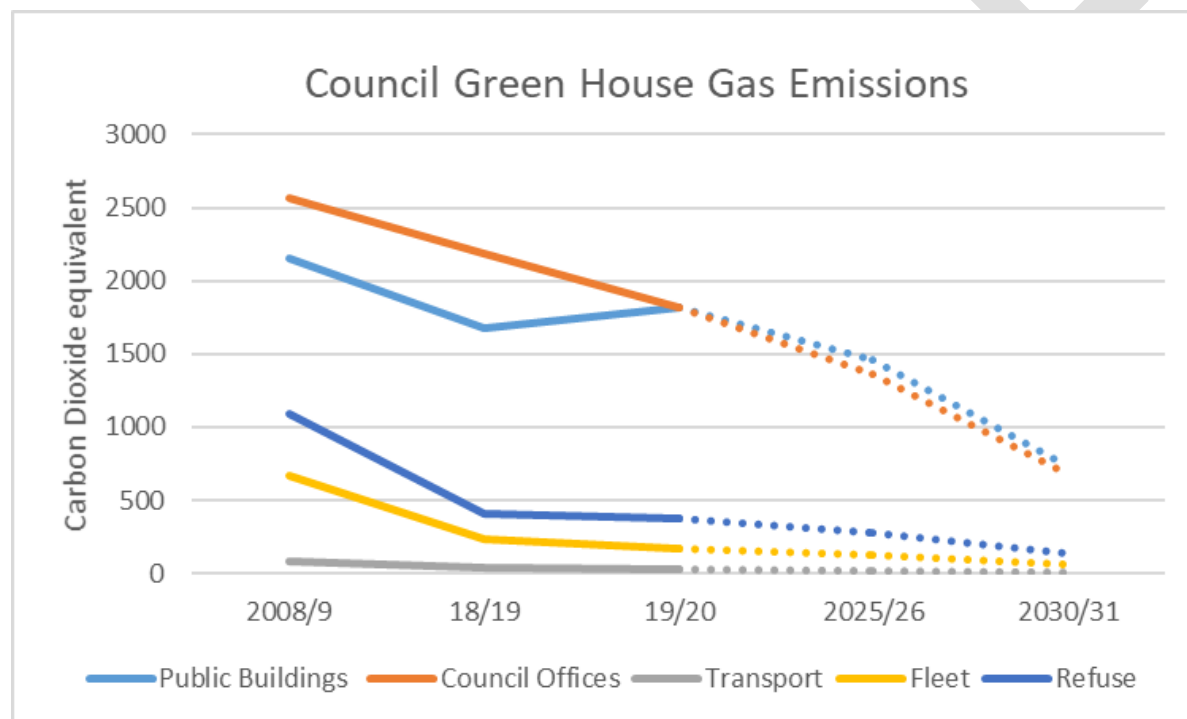
This Decarbonisation Plan sets out how the Council intends to achieve some of its climate aspirations.

[vision-2025-strategic-plan \(lincoln.gov.uk\)](https://lincoln.gov.uk/vision-2025-strategic-plan)

Building on success

What we have already achieved

We have a strong track record of delivering emission reductions and financial savings. There have been significant reductions in emissions over time against both the target and business as usual (BAU) scenarios. Since 2008/9 emissions have reduced by 36% and the current reduction trend sets a solid foundation upon which to aim for carbon neutrality.



Green house gas emissions have reduced in all council buildings since 2018/19, except in our public buildings due to a significant increase in gas consumption at the Council's Crematorium between 2018/19 and 2019/20.

The Council's 50 year old Crematorium will undergo a refurbishment in 2022 and will include a range of energy efficiency measures to significantly reduce green house gas emissions.

Some examples of successes we have had in reducing our carbon footprint to date include:

- An Environmental Management System to record monitor and identify opportunities to reduce the council's emissions produced directly or indirectly from gas, electricity, waste, waste and vehicle fuel.
- Replacing some of our IT servers with virtual servers significantly reducing electricity consumption.
- LED lighting and sensor controls in our MSCPs and offices.
- Electric fleet vans and recharge points in six council managed car parks
- Solar thermal and PV projects on seven housing sites and four Council buildings.
- Rainwater harvesting, solar thermal hot water and ground source heat pumps at Yarborough sports pavilion.



Parking Services Electric Van



Photovoltaic Panels on the roof of City Hall

In 2020 the Council undertook an independent audit of its Environmental Management System. An environmental management system (EMS) is

"a system and database which integrates procedures and processes for training of personnel, monitoring, summarizing, and reporting of specialized environmental performance information to internal and external stakeholders of a firm".¹

Having a recognised EMS accreditation demonstrates a continued environmental commitment to residents, contractors, suppliers, the wider business community and voluntary & community groups. In September 2020 Investors in the Environment announced that the City of Lincoln Council has achieved the Silver level accreditation with a score of 74%.



‘The Investors in the Environment (iE) accreditation consists of organisations working toward high-level criteria and targets, followed by an official auditing process. The objective is to identify how City of Lincoln Council is performing against agreed targets and environmental performance. By qualifying for the accreditation, City of Lincoln Council (CoLC) are demonstrating their organisation’s commitment to minimising its environmental impact and helping to set the standard for the environment.’ (City of Lincoln Council iE Audit. Sept 2020)

¹ Sroufe, Robert. "Effects of Environmental Management Systems on Environmental Management Practices and Operations." Production and Operations Management. 12-3 (2003): 416–431.

Carbon Reduction Pathways – What are we doing now?

The Council has set an ambitious target to be net zero carbon in all its buildings operations and services by 2030. In order to achieve this ambition it is necessary to break decarbonisation down into six manageable pathways to identify the key actions required.

Decarbonisation Pathway	What does this cover?	Emissions %
Electricity	This transition is now well underway, with the grid becoming increasingly green as a variety of forms of renewable power are installed (solar, wind, hydro). Energy efficiency is also improving, with the council making substantial investments in energy efficiency throughout its buildings. Low carbon electricity will also play a key area in decarbonising other areas such as heating and transport, placing pressure on supply.	11%
Heat	Decarbonising space and water heating (and cooling) in CoLC's buildings will be part of a wider transition away from a national heating system based on a standardised gas grid. It is very early in this transition but it seems clear that the switch will not be to a single technology, but involve a range of alternatives such as district heating networks, heat pumps, hydrogen and solar thermal to fit local circumstances.	66%
Transport	Direct transport includes all work related travel by CoLC employees, whether in their own, or in CoLC fleet, vehicles or by public transport. This also covers indirect transport such as the refuse fleet vehicles owned and operated by a contractor to deliver a council service.	12%
Waste	This pathway focuses on waste from council offices and depots as well as waste generated by the public at council owned and managed sites such as Hartsholme County Park. Public behaviour has a large impact on the volume and type of waste entering our waste system. Not just at the point of waste disposal, but in consumer choices made prior to this. Waste that is not recycled is converted to energy, at the Energy from Waste facility at North Hykeham.	11%
Built Environment	The Council has some influence on Lincoln's built environment, through the building, renovation, repair and remodelling of over 7000 council homes. The Council is also the Planning Authority for Lincoln and has a joint Central Lincolnshire Local Plan with an ability to influence carbon neutral planning policy.	NA
Natural Environment	There are 47 Local Wildlife Sites, making up 740 hectares and account for 21% of the land in the City of Lincoln administrative boundary. The natural environment plays an important role in decarbonisation, removing emissions from the atmosphere, these negative emissions are crucial to achieving carbon neutrality. In addition, as land owner the council is responsible for substantial carbon stocks already captured, grasslands, wetlands, trees and soil are the main natural carbon stores in the city.	-2%

Decarbonisation Action Plan 2021-2026

Electricity								
Priority Objective		Year					Outcome	Responsible service area
		2021-22	2022-23	2023-24	2024-25	2025-26		
1.1	Agile Working	Reduce the number of IT Servers					Reduce electricity demand from IT servers and air conditioning. Estimated CO2 reduction- 27tCO2 pa	IT/Agile Working Group
1.2	Switch to smart electric meters	Upgrade meters					Improve electricity consumption recording and monitoring	Responsible Officers/property Services
1.3	LED lighting and motion sensors in all council buildings.	Ongoing					Estimated CO2 reduction- 4tCO2 pa	Property Services
1.4	Consider a switch to 100% renewable electricity supply	Consider switch in spring 2021					Currently 42% of electricity from the National Grid is produced from renewable sources. Target 2022 to 100% renewable electricity through energy contracts.	Finance/property services

1.5	Consider opportunities for renewable energy generation	Review opportunities for onsite renewable energy generation					Current onsite renewable energy reduces the council's CO2 by 9 tonnes a year	Property Services/Climate Change Manager
1.6	Deliver a staff awareness programme on saving energy.	Ongoing					1% Co2e reduction from electricity or 2tCO2e per annum	Communications/HR/Climate Change Manager

Heat								
Priority Objective		Year					Outcome	Responsible service area
		2021-22	2022-23	2023-24	2024-25	2025-26		
2.1	Crematorium refurbishment	Commence refurbishment	Refurb complete				25% Co2e reduction from heat or 70 tCO2e per annum	Major Developments/Community Services
2.2	Considering carbon-positive and cost-effective solutions at the outset of any refurbishment of public buildings	Identify opportunities as part of the Towns Investment Plan (Subject to funding)					CO2e reduction TBC (nb this will not reduce CoLC's emissions from heat or electricity)	Major Developments/Property Services

2.3	Review electrically heated community buildings to identify alternative low carbon heating and fabric first solutions to reduce energy consumption	Moorland Community Centre feasibility study		Hartsholme CP Masterplan			TBC	Community Services
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Transport – Council's direct and indirect

	Priority Objective	Year					Outcome	Responsible service area
		2021-22	2022-23	2023-24	2024-25	2025-26		
3.1	Agile Working Policy	Policy implemented					Reduce staff journeys and CO2.	Agile working group
3.2	Transition to ultra low emission fleet vehicles	New fleet vehicle Contract			Review Fleet contract		Introduction of 5 ULEVS to the fleet in 2021 resulting in 2% CO2 emission reduction. Increase ULEVs in 2026 lease contract.	Housing Repair Service
3.3	CoLC Staff Travel Plan	Review TP and deliver sustainable travel initiatives	Ongoing	Ongoing	Ongoing	Ongoing	Reduce CO2 emissions from business miles	TP Working group
3.4	Working with Refuse contractor to reduce		Refuse contract				Working with the contractor BIFFA to reduce mileage and CO2	Community Services

	refuse fleet vehicle emissions		extended for 5 years				emissions from the refuse fleet vehicles.	
3.5	Housing Repair Service review of area based council house repair trial	Carry out review of the trial.					Reduce mileage and CO2 emissions from the HRS vehicle fleet. 25% reduction in CO2 expected on 19/20 fuel emissions.	Housing Repair Service.

Transport – City Wide								
Priority Objective		Year					Outcome	Responsible service area
		2021-22	2022-23	2023-24	2024-25	2025-26		
3.6	Ensure Lincoln is Electric Vehicle ready	Install 8 EV charge points for city centre residents	Identify sites for increase provision of resident EV charge points.				Support the Transition to ULEV. As of June 2020 Lincoln has 43 electric vehicle charging devices (EV chargers) and is in the top 10 in the UK ²	Parking Services/Climate Change Manager
3.7	Let's make walking, cycling and the use of public transport the best and favourite way	Launch the online Lincoln sustainable toolkit.	Commence sustainable infrastructure routes on WGC site				Promote the existing cycle network in and around Lincoln – Sustainability Toolkit.	Major Developments

² [Electric vehicle charging device statistics: July 2020 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/statistics/electric-vehicle-charging-device-statistics-july-2020)

	to move around Lincoln	Work with Lincolnshire County Council to secure funding for cycling infrastructure and secure cycle storage.					Increase the provision of secure cycle storage in the city centre. 18/19 6.7% of people in Lincoln cycle 3 times per week and 5% cycle 5 times per week. ³	
3.8	Work with our strategic partners on the Lincoln Transport Taskforce to deliver the Lincoln Transport Strategy.	Ongoing					Car sharing scheme Travel Plans Car Clubs Public Transport incentives	Major Developments

Waste - Council Offices								
Priority Objective		Year					Outcome	Responsible service area
		2021-22	2022-23	2023-24	2024-25	2025-26		
4.1	Reuse and recycle all IT were possible.	IT recycling contract in place					Recycle IT equipment Reduce waste	IT

³ [Walking and cycling statistics, England: 2019 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/statistics/walking-and-cycling-statistics-england-2019)

4.2	Expand and promote recycling in offices	Ongoing					Currently 72% of council waste is recycled. Target – Zero Waste	Property Services and Responsible Officers
4.3	Review of Housing Repair Service to identify opportunities to reduce waste materials.	Research and Development group set up to identify the next generation of materials and products within the housing stock.					<p>Reduce and reuse materials, reducing overall waste.</p> <p>Target 100% of household waste materials to be recycled.</p> <p>Identify sustainable household materials to ensure it lasts longer and reduce waste.</p>	Housing Repair Service
4.4	Continue to work with Lincolnshire Waste Partnership to reduce, reuse, recycle household waste	<p>Support the Lincolnshire bulk purchase, discount composting scheme for residents</p> <p>Review waste collection</p>			Trial Separate paper/cardboard collection		<p>Improve the quality of recyclable paper and cardboard.</p> <p>Increase the amount of recyclables collected.</p> <p>Reduce food waste</p> <p>Municipal Household waste recycling varies but latest figure for</p>	Community Services

		following publication of the Gov't Resource and Waste Strategy.					end of quarter 2 (Sept 2020) was 37.4% (composting 20% and recycling materials 17%)	
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The Natural Environment								
Priority Objective		Year					Outcome	Responsible service area
		2021-22	2022-23	2023-24	2024-25	2025-26		
5.1	Maintain and enhance biodiversity, green spaces, woodlands, wetlands in the City.	Ongoing					47 Local Wildlife Sites, making up 740 hectares and account for 21% of the land	Community Services
5.2	City Centre greening Project	Prepare a City Centre greening plan					Improve the quality of green spaces in the city centre.	Climate Change Manager
5.3	Lincoln Tree Charter	<p>Deliver a pilot initiative to introduce native wildlife areas into some of our grass areas on key routes into the city, based on either annual wildflower mixes into open ground, or perennial wildflower mixes into permanent grassland. Review of sites and gras cutting regime underway in Feb 2021</p> <p>Continue the council's 1 for 1 tree replacement policy.</p> <p>Prepare a Tree Strategy</p>					<p>Woodland trust to identify opportunities to increase the number of trees and enhance existing trees in community open spaces.</p> <p>We currently have 6.8% woodland cover within Lincoln Local Authority area.</p>	Community Services

5.4	Boultham Park Restoration Project	Complete restoration of Lake					Improving the water quality of the lake <ul style="list-style-type: none"> • Improvements to the biodiversity of the plants and wildlife • Restoring the lake banks 	Community Services
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Built Environment								
	Priority Objective	Year					Outcome	Responsible service area
		2021-22	2022-23	2023-24	2024-25	2025-26		
6.1	Review the Lincoln Homes Standard to improve the energy performance of Council homes.		Carry out review (following Gov't descent homes standard.)	Deliver Lincoln Homes Standard across all council homes			Raise the standard of all council homes to an average EPC 'C' rating. 2020 Q2 – 40% of homes in Lincoln are well insulated. ⁴	Housing Investment Team.
6.2	Deliver new energy efficient, low carbon homes	Homes due to be completed					Achieve a 20% carbon uplift on current Building Regulation requirements.	Housing Strategy / Major Developments

⁴ [Live tables on Energy Performance of Buildings Certificates - GOV.UK \(www.gov.uk\)](https://www.gov.uk)

	on Rookery Lane						Includes:- -EV charge points -Sustainable Urban Drainage -Mechanical Heat Recovery.	
6.3	All new Council Homes to be 'zero carbon' ready.	Review opportunities for ensuring the council's new homes are net zero carbon or 'A' rated.	Commence zero carbon ready homes				Raise the standard of all new council homes to an EPC 'A' rating	Housing Strategy / Major Developments
6.4	Consider deep retrofit solutions to raise the EPC of existing Council homes.	Commence trials (subject to funding)					Identify solutions to retrofit 'hard to treat' homes to the net zero standard. 2016 fuel poverty data for Lincoln – 4451 homes (10.6%) ⁵	Housing Investment/Climate Change Manager
6.5	Undertake an options appraisal of sheltered	Undertake options appraisal					To improve environmental standards, longevity, future proof and enable low carbon living.	Housing Strategy

⁵ [Sub-regional fuel poverty data 2019 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/statistics/sub-regional-fuel-poverty-data-2019)

	housing bedsit schemes							
6.6	Central Lincolnshire Local Plan (CLLP) review	CLLP review underway					Identify city wide zero carbon solutions that can be implemented through the planning system	Planning Policy
6.7	Create and support opportunities for city centre living						Meet the demand for city centre living, reduce commuter travel.	Major Development/ Planning
6.8	Support the upgrade Lincoln's gas distribution network	Network upgrade underway with access to open space sites across the city.				Introduce a 20% hydrogen /natural gas blend	New Gas infrastructure network enabling the introduction of clean, green gas supply to homes and businesses.	Cadent/Community Services
6.9	Sustainable Warmth Strategy		Strategy drafted and agreed				Reduce fuel poverty and raise the standard of private housing	Housing Strategy/Private Sector Housing/ Climate Change Manager
6.10	Continue to work with the Greater Lincolnshire	Complete delivery of Warm Homes grant	Secure Home Upgrade Grant to	Ongoing	Ongoing	Ongoing	Improve the energy efficiency of homes in Lincoln to reduce fuel	Housing Strategy / Climate Change Manager

	Energy Efficiency Network to deliver the Lincs 4 warmer homes scheme and to maximise funding opportunities to improve energy efficiency wherever possible.	Secure Green Homes Grant	retrofit private homes				poverty and Lincoln's CO2 emissions.	
6.11	Sustainable Urban Extensions with infrastructure to support sustainable and smart travel.	Set the Lincoln Standard for net zero affordable homes	Commence WCG development (subject to planning approval)				Phase 1 -300 new with have a renewable heating source and 'A' rated EPC. Target up to 3200 homes with renewable heating and 'A' rated EPC	Major Developments/Planning

DRAFT

Appendix 2 Climate Assembly delivery proposal Summer 2021

What is a Climate Assembly?

An Assembly can centre around any topic; a Climate Assembly is one that centres around the challenge of climate change. Assemblies have been used worldwide to help shape the work of governments.

UK Climate Assembly

Climate Assembly UK took place over three weekends in Birmingham from January to late March 2020, and a further three online weekends from April to May 2020 following the UK's coronavirus outbreak. The 108 assembly members came from all walks of life. They heard evidence from a broad range of stakeholders and researchers and then discussed the issues in depth with other members - including those with very different views to their own. The assembly then reached conclusions on **what** the UK should do to reach net zero emissions by 2050, and **how** it should do it. More information and the UK Climate Assembly report can be found at <https://www.climateassembly.uk/>

Purpose of a Lincoln Climate Assembly would be to:-

- Share knowledge and understanding of climate change to a wide public audience, establish a better understanding of climate impacts and the range of climate mitigation measures we would need to meet the 2030 net zero carbon target.
- Listen to the assembly's comments, concerns and answer any questions related to climate change. We would expect that these concerns would be representative of the wider communities' views. This will help us understand and plan for further community engagement required over the next few years.
- Vote on preferred options, combined with expert opinion and our Lincolnshire carbon emissions monitoring toolkit we aim to reach a consensus and inform the 'Lincoln 2030 - Climate Action Plan'.
- Aim to embed climate actions identified by the community into CoLC policies and strategies (where the council have direct influence) and to work with our partners to influence/create opportunities for change city wide (where the council does not have any direct influence)

Climate Assembly expected outcomes:-

- To prepare the Lincoln 2030 Climate Action Plan - A 10 year document with an action plan to be reviewed and updated annually.
- Enable the community to take ownership of the Lincoln 2030 plan, resulting in an action plan that is both representative of aspirations and opinions of local residents.

Lincoln Climate Commission (LCC)

The Climate Commission was officially formed in September 2020 and is made up of people from the public, private and community sectors. LCC members applied to be on the commission and were selected based on their ability to provide a range of knowledge and skills on climate action, climate issues and community engagement. The LCC is chaired by Cllr Ric Metcalfe and the City of Lincoln Council provides secretariat support. With the support of the council the LCC will take a lead on setting up and delivering a Lincoln Climate Assembly.

How to establish a Lincoln climate assembly

Participants

The Lincoln Climate Assembly would consist of 30 – 40 adults, aged 18 or over, chosen so they reflect the wider population in terms of demographics (e.g. age, gender, ethnicity, social class) and sometimes relevant attitudes (e.g. their views on climate change).

The first step would be to send a survey to be circulated to the Council's Citizens panel (790 people) Lincoln Tenants Panel, resident and community groups, community newsletters, Neighbourhood Management Boards, Neighbourhood Management Team (Paul Carrick) Resident engagement team (work with Chris Morton's team), Elected Members, Lincoln Voluntary Centre Services.

Surveys and recruitment to the Climate Assembly could be delivered by CoLC due to access to software, electoral role/council tax addresses and community contacts.

Proposed timescale – early May (following local elections)

Selecting assembly members

The Council's Policy team has expertise and software required to ensure that a cross-section of the population is represented on the assembly and will assist with undertaking a digital analysis of the completed surveys and anonymously select 30-40 participants to take part in a series of four pre scheduled workshops to take place in June/early July 2021.

Participants for the Lincoln Climate Assembly will be aged 18 or over, so to ensure that the LCC also capture views of our younger residents a youth workshop will be organised over the Summer 2021. LCC and CoLC will work with the newly appointed green mentor responsible for delivering the [Green Influencer scheme](#) in Lincoln throughout 2021/22. The Green Mentor has been appointed by Green Synergy and is funded by the Ernest Cook Trust. The purpose of the scheme is to help young people realise their potential to positively impact the environment through youth social action. A youth workshop will be set up, with the support of Green Synergy, to capture the thoughts and ideas of young people in relation to tackling the challenges of climate change.

Workshops

It is proposed that consultants are appointed to help design and facilitate the Climate Assembly workshops, to ensure that they are of a high quality. The consultant's role is to provide the necessary expertise to deliver a quality engagement process, using digital technology. In particular, expert facilitators would ensure that the voices of those who are digitally excluded are considered and that people are given the ability and tools to get involved in a way which works for them through the provision of tailored support or alternative listening mechanisms.

The use of expert facilitators should increase the knowledge and confidence of assembly members and equip them to become advocates for change in the community if they wish. Based on consultancy costs to deliver Climate Assembly workshops in other locations in the UK comparable to Lincoln, the anticipated cost to provide support to design, facilitate the workshops and prepare a report with recommendations for action is anticipated to be in the region of £10 000.

The proposal is to hold online workshops over weekends, taking between 2 hours – ½ day. Workshops will be led by a facilitator and information presented by a range of specialists and experts on the different approaches to tackling climate change.

Workshop 1 (estimate 2 hrs)to cover the following topics:

- What is Climate Change?
- The impacts and challenges around reducing emissions
- Followed by Q&A

Workshop 2 (estimate ½ day)

- Introduction to the sources of green house gas emissions. Breakout rooms on the following topics:-
 - Energy (supply, renewables, efficiency)
 - Transport (sustainable travel options and infrastructure)
 - Consumerism and waste (how what we buy and how we dispose our waste impacts our climate)

Workshop 3 (estimate 2hrs)

This session will invite participants to discuss and decide on how residents of Lincoln recommendations could contribute to achieving net zero by 2030.

Workshop 4 (estimate ½ day)

Assembly members to review their decisions and accurately capture views. If assembly members are not able to reach a consensus they will be asked to vote on key decisions,

Lincoln Climate Assembly report

Following the assembly workshops a summary report will be prepared and published by September 2021.

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Equality with Human Rights Analysis Toolkit



The Equality Act 2010 and Human Rights Act 1998 require us to consider the impact of our policies and practices in respect of equality and human rights.

We should consider potential impact before any decisions are made or policies or practices are implemented. This analysis toolkit provides the template to ensure you consider all aspects and have a written record that you have done this.

If you need any guidance or assistance completing your Equality and Human Rights Analysis contact:

Heather Grover, Principal Policy Officer on (87)3326; email: heather.grover@lincoln.gov.uk . Alternatively contact Legal Services on (87)3840

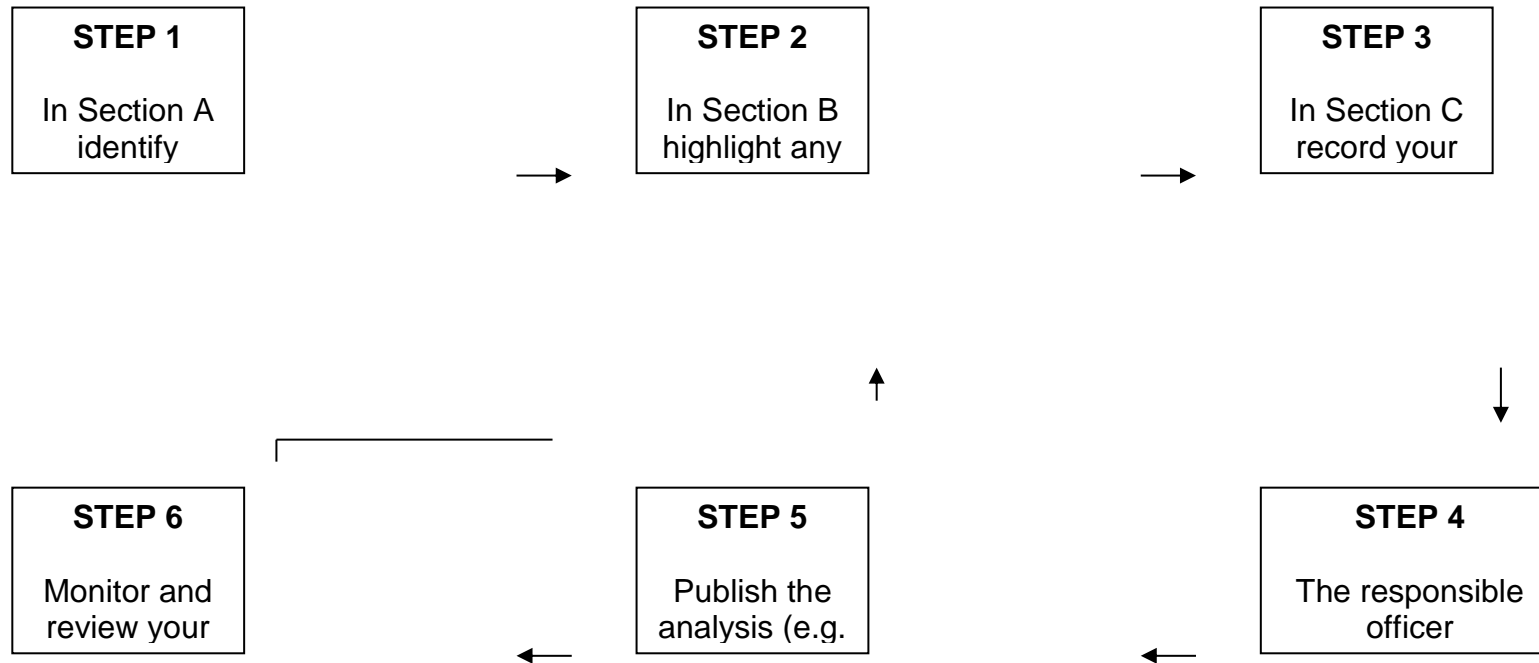
A diagram of the process you should follow is on page 2, and glossary and guidance to help you complete the toolkit can be found on pages 6-9.

Even after your policy, project or service has been implemented; it is recommended that analysis is undertaken every three years, and that this analysis is updated at any significant points in between. The purpose of any update is that the actual effects will only be known after the implementation of your policy, project or service. Additionally, area demographics could change, leading to different needs, alternative provision can become available, or new options to reduce an adverse effect could become apparent.

Useful questions to consider when completing this toolkit

1. What is the current situation?
2. What are the drivers for change?
3. What difference will the proposal make?
4. What are the assumptions about the benefits?
5. How are you testing your assumptions about the benefits?
6. What are the assumptions about any adverse impacts?
7. How are you testing your assumptions about adverse impacts?
8. Who are the stakeholders and how will they be affected?
9. How are you assessing the risks and minimising the adverse impacts?
10. What changes will the Council need to make as a result of introducing this policy / project / service / change?
11. How will you undertake evaluation once the changes have been implemented?

STEP BY STEP GUIDE TO EQUALITY ANALYSIS



* Evidence could include information from consultations.

SECTION A

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Name of policy / project / service	Lincoln Climate Assembly
Background and aims of policy / project / service at outset	<p>To set up a Lincoln Climate Assembly to run over Summer 2021</p> <p>Purpose of a Lincoln Climate Assembly would be to:-</p> <ul style="list-style-type: none"> • Share knowledge and understanding of climate change to a wide public audience, establish a better understanding of climate impacts and the range of climate mitigation measures we would need to meet the 2030 net zero carbon target. • Listen to the assembly's comments, concerns and answer any questions related to climate change. We would expect that these concerns would be representative of the wider communities' views. This will help us understand and plan for further community engagement required over the next few years. • Vote on preferred options, combined with expert opinion and our Lincolnshire carbon emissions monitoring toolkit we aim to reach a consensus and inform the 'Lincoln 2030 - Climate Action Plan'. • Aim to embed climate actions identified by the community into CoLC policies and strategies (where the council have direct influence) and to work with our partners to influence/create opportunities for change city wide (where the council does not have any direct influence)
Person(s) responsible for policy or decision, or advising on decision, and also responsible for equality analysis	Kate Bell
Key people involved <i>i.e. decision-makers, staff implementing it</i>	Lincoln Climate Commission, Major Developments Team, Corporate Policy Team,

SECTION B

This is to be completed and reviewed as policy / project / service development progresses

	Is the likely effect positive or negative? (please tick all that apply)			Please describe the effect and evidence that supports this and if appropriate who you have consulted with*	Is action possible to mitigate adverse impacts?	Details of action planned including dates, or why action is not possible
	Positive	Negative	None			
Age	✓			The LCA delivery plan includes consideration of protected characteristics as part of seeking to ensure residents of Lincoln are consulted on the implications of achieving a net zero Carbon target by 2030.	Yes/No/NA	
Disability including carers (see Glossary)	✓			The LCA delivery plan includes consideration of protected characteristics as part of seeking to ensure residents of Lincoln are consulted on the implications of achieving a net zero Carbon target by 2030.	Yes/No/NA	
Gender re-assignment	✓			The LCA delivery plan includes consideration of protected characteristics as part of seeking to ensure residents of Lincoln are consulted on the implications of achieving a net zero Carbon target by 2030.	Yes/No/NA	
Pregnancy and maternity	✓			The LCA delivery plan includes consideration of protected characteristics as part of seeking to ensure residents of Lincoln are consulted on the implications of achieving a net zero Carbon target by 2030.	Yes/No/NA	
Race	✓			The LCA delivery plan includes consideration of protected characteristics as part of seeking to ensure residents of Lincoln are consulted on the implications of achieving a net zero Carbon target by 2030.	Yes/No/NA	
Religion or belief	✓			The LCA delivery plan includes consideration of protected characteristics as part of seeking	Yes/No/NA	

				to ensure residents of Lincoln are consulted on the implications of achieving a net zero Carbon target by 2030.		
Sex	✓			The LCA delivery plan includes consideration of protected characteristics as part of seeking to ensure residents of Lincoln are consulted on the implications of achieving a net zero Carbon target by 2030.	Yes/No/NA	
Sexual orientation	✓			The LCA delivery plan includes consideration of protected characteristics as part of seeking to ensure residents of Lincoln are consulted on the implications of achieving a net zero Carbon target by 2030.	Yes/No/NA	
Marriage/civil partnership	✓			The LCA delivery plan includes consideration of protected characteristics as part of seeking to ensure residents of Lincoln are consulted on the implications of achieving a net zero Carbon target by 2030.	Yes/No/NA	
Human Rights (see page 8)	✓			The LCA delivery plan includes consideration of protected characteristics as part of seeking to ensure residents of Lincoln are consulted on the implications of achieving a net zero Carbon target by 2030.	Yes/No/NA	

**Evidence could include information from consultations; voluntary group feedback; satisfaction and usage data (i.e. complaints, surveys, and service data); and reviews of previous strategies*

Did any information gaps exist?	Y/N/NA	If so what were they and what will you do to fill these?

SECTION C

Decision Point - Outcome of Assessment so far:

Based on the information in section B, what is the decision of the responsible officer (please select one option below):

- | | |
|---|------------------|
| | Tick here |
| • No equality or human right Impact (your analysis shows there is no impact) - sign assessment below | [] |
| • No major change required (your analysis shows no potential for unlawful discrimination, harassment)- sign assessment below | [✓] |
| • Adverse Impact but continue (record objective justification for continuing despite the impact)-complete sections below | [] |
| • Adjust the policy (Change the proposal to mitigate potential effect) -progress below only AFTER changes made | [] |
| • Put Policy on hold (seek advice from the Policy Unit as adverse effects can't be justified or mitigated) -STOP progress | [] |

Conclusion of Equality Analysis (describe objective justification for continuing)	The Climate Assembly delivery plan includes consideration of protected characteristics as part of seeking to ensure residents of Lincoln are able to engage in the Climate Assembly process. The thrust of the Climate Assembly is to ensure all views of Lincoln residents are captured and feed into a Lincoln 2030 Climate Action Plan.
--	--

When and how will you review and measure the impact after implementation?*	We will review and measure the impacts throughout the survey design, workshop planning and workshop implementation phases.
--	--

Checked and approved by responsible officer(s) (Sign and Print Name)		Date	
Checked and approved by Assistant Director (Sign and Print Name)		Date	

When completed, please send to policy@lincoln.gov.uk and include in Committee Reports which are to be sent to the relevant officer in Democratic Services

The Equality and Human Rights Commission guidance to the Public Sector Equality Duty is available via: www.equalityhumanrights.com/new-public-sector-equality-duty-guidance/

City of Lincoln Council Equality and Human Rights Analysis Toolkit: Glossary of Terms

Adult at Risk - an adult at risk is a person aged 18 years or over who is or may be in need of community care services by reason of mental health, age or illness, and who is or may be unable to take care of themselves, or protect themselves against significant harm or exploitation.

Adverse Impact. Identified where the Council's operations has a less favourable effect on one or more groups covered by the Equality Act 2010 than it has on other groups (or a section of a group)

Carer - see also disability by association. A carer is a person who is unpaid and looks after or supports someone else who needs help with their day-to-day life, because of their age, long-term illness, disability, mental health problems, substance misuse

Disability by association. Non disabled people are also protected from discrimination by association to a disabled person. This might be a friend, partner, colleague or relative. This applies to carers who have a caring responsibility to a disabled person.

Differential Impact. Identified where a policy or practice affects a given group or groups in a different way to other groups. Unlike adverse impact, differential impact can be positive or negative.

Disability. It is defined under the Equality Act 2010 as 'having a physical or mental impairment which has a substantial and adverse long term effect on a person's ability to carry out normal day to day activities'.

Physical impairment is a condition affecting the body, perhaps through sight or hearing loss, a mobility difficulty or a health condition.

Mental impairment is a condition affecting 'mental functioning', for example a learning disability or mental health condition such as manic depression

Diversity. Diversity is about respecting and valuing the differences between people. It is also recognising and understanding the mix of people and communities who use services and their different needs.

Discrimination. Discrimination has been defined as 'the unequal treatment of individuals or groups based on less because of a protected characteristic – see protected characteristic. This includes discrimination by association, perception, direct and indirect discrimination.

Example of discrimination: An employer does not offer a training opportunity to an older member of staff because they assume that they would not be interested, and the opportunity is given to a younger worker

Equality. The right of different groups of people to have a similar social position and receive the same treatment:

Equality Analysis. This is a detailed and systematic analysis of how a policy, practice, procedure or service potentially or actually has differential impact on people of different Protected Characteristics

Equality Objectives. There are specific strategic objectives in the area of equalities and should set out what services are seeking to achieve in each area of service in terms of Equality.

Equality of Opportunity. Equality of opportunity or equality opportunities may be defined as ensuring that everyone is entitled to freedom from discrimination. There are two main types of equality encompassed in equal opportunities:

1. Equality of treatment is concerned with treating everyone the same. Thus, in an organisational context it recognises that institutional discrimination may exist in the form of unfair procedures and practices that favour those with some personal attributes, over others without them. The task of equal opportunities is therefore concerned with the elimination of these barriers.

2. Equality of outcome focuses on policies that either have an equal impact on different groups or intend the same outcomes for different groups.

Evidence. Information or data that shows proof of the impact or non impact - evidence may include consultations, documented discussions, complaints, surveys, usage data, and customer and employee feedback.

Foster good relations. This is explicitly linked to tackling prejudice and promoting understanding.

General Equality Duty. The public sector equality duty on a public authority when carrying out its functions to have 'due regard' to the need to eliminate unlawful discrimination and harassment, foster good relations and advance equality of opportunity.

Gender reassignment. The process of changing or transitioning from one gender to another – for example male to trans-female or female.

Harassment. This is unwanted behaviour that has the purpose or effect of violating a person's dignity or creates a degrading, humiliating, hostile, intimidating or offensive environment.

Human Rights – Human rights are the basic rights and freedoms that belong to every person in the world - **see below**

Marriage and Civil Partnership. Marriage is defined as a 'union between a man and a woman'. Same-sex couples can have their relationships legally recognised as 'civil partnerships'. Civil partners must be treated the same as married couples on a wide range of legal matters. Single people are not protected. Discrimination on grounds of marriage or civil partnership is prohibited under the Act. The prohibition applies only in relation to employment and not the provision of goods and services.

Pregnancy and Maternity. Pregnancy is the condition of being pregnant or expecting a baby. Maternity refers to the period after the birth, and is linked to maternity leave in the employment context. In the non-work context, protection against maternity discrimination is for 26 weeks after giving birth, and this includes treating a woman unfavourably because she is breastfeeding.

Protected Characteristics. These are the grounds upon which discrimination is unlawful. The characteristics are:

- | | | |
|-----------------------|--|----------------------------------|
| • Age | • Race | • Marriage and civil partnership |
| • Disability | • Religion and belief (including lack of belief) | • Pregnancy and maternity |
| • Gender reassignment | • Sex/gender | • Sexual orientation |

Public functions. These are any act or activity undertaken by a public authority in relation to delivery of a public service or carrying out duties or functions of a public nature e.g. the provision of policing and prison services, healthcare, including residential care of the elderly, government policy making or local authority services.

Race. This refers to the protected characteristic of race. It refers to a group of people defined by their race, colour, and nationality (including citizenship) ethnic or national origins.

Religion or belief. Religion has the meaning usually given to it but belief includes religious and philosophical beliefs including lack of belief (e.g. atheism). Generally, a belief should affect your life choices or the way you live for it to be included in the definition.

Section 11 of the Children Act. This duty is a duty under the Children Act 2004 that requires all agencies with responsibilities towards children to discharge their functions with regard to the need to safeguard and promote the welfare of children. They must also ensure that any body providing services on their behalf must do the same. The purpose of this duty is that agencies give appropriate priority to safeguarding children and share concerns at an early stage to encourage preventative action.

Sex. It refers to whether a person is a man or a woman (of any age).

Sexual Orientation. A person's sexual attraction is towards their own sex; the opposite sex; or to both sexes: *Lesbian, Gay or Bisexual*

Victimisation. Victimisation takes place where one person treats another less favourably because he or she has exercised their legal rights in line with the Equality Act 2010 or helped someone else to do so.

Vulnerable Adult. A Vulnerable Adult is defined as someone over 16 who is or may be in need of community care services by reason of mental or other disability, age or illness and who is or may be unable to take care of him/herself or unable to protect him/herself against significant harm or exploitation'

Human Rights

Human rights are the basic rights and freedoms that belong to every person in the world. They help you to flourish and fulfill your potential through:

- being safe and protected from harm
- being treated fairly and with dignity
- living the life you choose
- taking an active part in your community and wider society.

The Human Rights Act 1998 (also known as the Act or the HRA) came into force in the United Kingdom in October 2000. It is composed of a series of sections that have the effect of codifying the protections in the European Convention on Human Rights into UK law.

The Act sets out the fundamental rights and freedoms that individuals in the UK have access to. They include:

- Right to life
- Freedom from torture and inhuman or degrading treatment
- Right to liberty and security
- Freedom from slavery and forced labour
- Right to a fair trial
- No punishment without law
- Respect for your private and family life, home and correspondence
- Freedom of thought, belief and religion
- Freedom of expression
- Freedom of assembly and association
- Right to marry and start a family
- Protection from discrimination in respect of these these rights and freedoms
- Right to peaceful enjoyment of your property
- Right to education
- Right to participate in free elections

Many every day decisions taken in the workplace have no human rights implications. However, by understanding human rights properly you are more likely to know when human rights are relevant and when they are not. This should help you make decisions more confidently, and ensure that your decisions are sound and fair.

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**SUBJECT: MANAGEMENT AGREEMENT RELATING TO AN AREA OF
 HOBBLERS HOLE**

DIRECTORATE: DIRECTORATE OF COMMUNITIES AND ENVIRONMENT

REPORT AUTHOR: SIMON WALTERS, DIRECTOR

1. Purpose of Report

- 1.1 To seek Member approval to enter into a 10-year management agreement with Long Leys Residents Association (LLRA) for the general management and improvement of an area of open space known as 'Hobblers Hole' off Long Leys Road, Lincoln.

2. Background

- 2.1 In early 2020 officers were approached by the Chair of Long Leys Residents Association, who was keen to explore the potential to improve the biodiversity of an ephemeral pond on Hobblers Hole. In addition, the association were developing plans to undertake a range of other environmental improvements in the vicinity to create a focal point for the general public. The whole project is designed to further galvanise the work of LLRA and hence presents a strong opportunity to bring the community together on a project to enhance a green space in the city.

3. Basis of the proposed agreement

- 3.1 In order for LLRA to undertake this work, they are seeking a 10-year management agreement. It is anticipated that this duration will enable the Association to access external grant funding to realise their plans for the site.
- 3.2 The site is identified on the map in Appendix A, as produced by LLRA themselves. The essence of the agreement will be to:
- Improve the ephemeral pond area by removing, and where appropriate relocating, existing vegetation (mainly willow herb).
 - Digging out the pond to a suitable depth to allow water retention in the summer breeding season suitable for amphibians.
 - Work with Lincolnshire Wildlife Trust (and any other body) on ensuring this is done correctly and obtaining suitable permissions.
 - Maintaining a 2m wide mown path across Hobblers Hole from Newt Hollow to Whitton's Park to ensure improved accessibility to the area for those with prams or reduced mobility.
 - Develop a nature trail with various possible features
 - Adding a "bug hotel" (See example photo in Appendix A)

- Clearing a strip of willow herb to encourage other wildflowers alongside of the path
- Possibly a "forest school option" with natural materials in close proximity to allow children to build a wigwam or other den
- Possibly a small section of wooden boardwalk to allow closer access to the pond area during winter (See example in Appendix A)
- Educational signage on flora and fauna in the area

3.3 The management agreement will include a range of terms and conditions and safeguards to ensure the site remains available for the public at all times and to comply with the covenant on the land. Such safeguards include:

- LLRA will consult with the Lincolnshire Wildlife Trust on the proposed works to the area and a written and agreed Management Plan will be produced.
- LLRA will recruit volunteers and they will be trained by LLRA and act in accordance with the Council's Volunteer Policy
- LLRA to be entitled to displace soil to deliver the Project and remove any vegetation/wood if required.
- LLRA are not to remove soil from the land or block up any existing ditches or watercourses
- Any media communications regarding the Project and the terms of the agreement to be agreed between the parties

4. Strategic Priorities

4.1 Let's reduce inequality

This scheme offers the opportunity for a wide cross section of the local community to enjoy an enhanced area of open space. The area will remain freely available to the public at all times.

4.2 Let's enhance our remarkable place

This project does directly contribute to this strategic priority, delivering a range of environmental improvements to enhance the local environment utilising local volunteers and maximising impact through the potential for external funding.

5. Organisational Impacts

5.1 Finance

The use of the land by LLRA will be at no charge to LLRA and therefore no payment will be made between the parties. As such there is no impact on the Medium-Term Financial Strategy.

5.2 Legal Implications

A management agreement will be signed between the parties for a 10-year duration and will include break clauses for the council on reasonable notice and on a six month notice period basis by the LLRA

5.3 Equality, Diversity and Human Rights

The Public Sector Equality Duty means that the Council must consider all individuals when carrying out their day-to-day work, in shaping policy, delivering services and in relation to their own employees.

It requires that public bodies have due regard to the need to:

- Eliminate discrimination
- Advance equality of opportunity
- Foster good relations between different people when carrying out their activities

This represents an opportunity to bring all sectors of the local community together to enjoy a piece of open space in a range of new and exciting ways -be they volunteer or visitor to the site

5.4 Land, Property and Accommodation

Whittons Park and Hobblers Hole were given to the Council by George Whitton in 1939 and 1945 respectively, subject to certain restrictive covenants. In the case of Hobblers Hole the council must:

- a. hold and administer the land for the benefit of the inhabitants of Lincoln and
- b. to maintain the same as open space

The management agreement will therefore reflect this to ensure that the covenants are adhered to.

The proposed arrangement with LLRA does not constitute a disposal of the area. There is no intention to grant or create any proprietary interests in possession including any lease or other occupations in the land to the exclusion of the Council or others.

5.5 Significant Community Impact

As covered above, this represent a positive impact for the local community.

5.6 Corporate Health and Safety implications

LLRA are responsible for ensuring their volunteers are properly trained and will also arrange public liability insurance with a minimum limit of indemnity of £10,000,000 in any one claim.

6. Risk Implications

6.1 (i) Options Explored

No other options explored - this scheme was a direct approach from LLRA and seeks to manage the pond alongside the adjacent Newts Hollow pond, which is managed by the Lincolnshire Wildlife Trust.

7. Recommendation

7.1 Members are requested to approve the council entering into a 10 year management agreement for the environmental improvement of a section of Hobblers Hole by Long Leys Road Residents Association

Is this a key decision? No

Do the exempt information categories apply? No

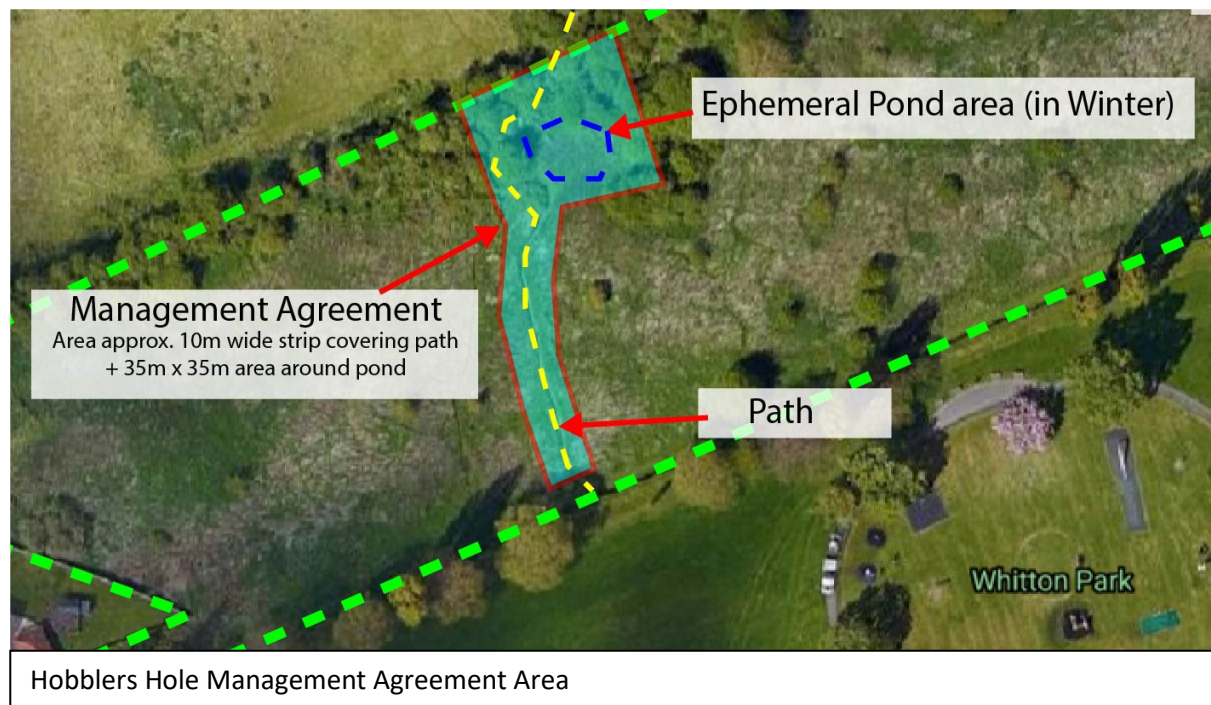
Does Rule 15 of the Scrutiny Procedure Rules (call-in and urgency) apply? No

How many appendices does the report contain? 1

List of Background Papers: None

Lead Officer: Simon Walters, DCE
Telephone (01522) 873470

Hobblers Hole Management Agreement Area LLRA Management Plan



Background

Historically, Hobblers Hole was enclosed for grazing with a stockproof fence and was used by West Common horses during the fallow period up to the 1990s. Lack of grazing and ongoing maintenance since has resulted in overgrown grassland developing to scrub with aggressive common plants such as thistle, nettle and bramble swamping other plants. A variety of bird life is present.

Following a 2019 Habitat Survey¹, undertaken as part of the development of the 2021-2040 Long Leys Neighbourhood Plan, a number of opportunities have been identified to improve the biodiversity of the area and improve access to public open space for residents. To achieve this, LLRA is seeking a Management Agreement with City of Lincoln Council (CoLC) for a small area of land in Hobblers Hole, a public open space to the north of Whittons Park (see above image). The agreement will allow LLRA to undertake the activities described in this document.

LLRA is working with representatives of Lincolnshire Wildlife Trust to ensure that maintenance activities safeguard any protected species of flora and fauna and have regard to the impact on biodiversity and habitat management. LLRA will also consult with the maintenance team at CoLC to ensure activity is in line with good practice.

Overview of LLRA Intended Activities

Within the area covered by the Management Agreement, LLRA plans to work with volunteers from the community of the appropriate skill level to:

- A: Improve the biodiversity in the area, by:
 - Reinstating the Hobblers Hole ephemeral pond as a breeding point for amphibians including Great Crested Newts.
 - Annual mowing of a section of grassland, helping wildflowers to compete with nettle and bramble. The section will be circa 10 metres wide and 50 metres in length.
- B: Make the area more accessible to residents by:
 - Clearing foliage 2 metres away from the path across Hobblers from Newt Hollow to Whitton.
 - Removing a number of overhanging branches which adversely affect passage along the path.
 - In the longer term LLRA would potentially apply for grants to improve accessibility to the area for those with prams or reduced mobility. CoLC will give administrative support where needed, albeit this will be limited and dependent on resources available.
- C: Explore the development of a community nature trail with possible features including:
 - A "bug hotel"
 - A "forest school option" with natural materials in close proximity to allow children to build a wigwam or other den
 - Possibly a small section of wooden boardwalk to allow closer access to the pond area during winter
 - Educational signage on flora and fauna in the area

The following pages describe the maintenance and improvement activity in more detail.

1. Ephemeral Pond Area

The ephemeral pond area is where one female Great Crested Newt (GCN) was found during surveys in 2001 & 2013. If managed effectively the pond could potentially be a suitable habitat for GCN's.

Initial Actions

- As the GCN is a legally protected species, Natural England has been consulted and it has been ascertained that no licence to disturb GCNs is needed provided work is carried out in a manner that minimises risk of disturbance ie work Nov - Jan and all involved are briefed to cease work immediately if a newt is found. Caroline Steel, a representative of Lincolnshire Wildlife Trust, has a licence to handle Great Crested Newts and will be on hand.
 - If GCN found during work, then work must halt until mitigation licence obtained (typically takes 30 days) and a method statement is in place.
- Trim back branches to east of area, to allow creation of compost & soil piles.
- Remove vegetation in a 15-metre diameter circle centred on lowest point.
- Hand dig material to exaggerate the concave hollow, with the lowest point circa 0.5 metres below current depth. When digging ensure that the clay layer is retained, with any breaches repaired.



Ephemeral pond from west in April 2018



Pond area from east in October 2020

2. Path and 10 metre Wide Mown Strip Across Hobblers Hole

Initial

- Annually, at the end of winter, clear a 5-metre strip either side of the path. Foliage will be collected and piled in two compost heaps, one either side of the path (marked on the map in Appendix A at points B and C). In the first year of maintenance an attempt will be made to remove some Willow Herb and other root matter. Cutting will likely be done with either scythe or petrol strimmer depending on the volunteer numbers and skills. Over 3-5 years this should encourage the recovery of wildflowers currently swamped by Willow Herb, nettles and brambles.
- Removing a number of overhanging branches and saplings which adversely affect passage along the path (see images below) and create habitat piles with material.
- Annually, cut back brambles and any low hanging branches where path curves around the pond area.
- Include as part of the LLRA 6-monthly litter picks
- A 3-monthly check will be made, to address any potential fire risk from compost areas or from build-up of litter, as well as any other new hazards identified.

Longer Term

- Establish the best option for a firmer surface across Hobblers Hole. This would be an approx. 2 metre width capable of taking wheelchairs and cycles. An unbound or semi-bound surface could be options, depending on views from LWT and CoLC.
- Identify costs of potential path designs for both community-installed, and contractor-installed options and identify possible funding options.



Current path clearance level



Maintenance: Section of brambles requiring clearance



Maintenance: Lower Hawthorn branch removed



Maintenance: Two Hawthorn side branched removed

3. Nature Trail

These will most likely be progressed longer term

- Develop parent group, possibly linked to Whittons Park playpark upgrade to develop a trail, possibly in collaboration with local junior school. Options could include education and play elements such as:
 - A "bug hotel"
 - A "forest school option" with natural materials in close proximity to allow children to build a wigwam or other den
 - Possibly a small section of wooden boardwalk to allow closer access to the pond area during winter.
 - Educational signage on flora and fauna in the area, which also alerts visitors to the danger of cross contamination and invasive species if pond dipping.
- Help to educate visitors on the wildlife present and how to help by:
 - Organising and supporting guide led nature walks to the area, along the lines of the West Common Nature Walks previously run by LLRA. LLRA will ensure any activities are covered by appropriate licences.
 - Continuing the community wide communication via email and online media, of Nature Notes about Hobblers Hole & West Common. See: long-leys.org.
- Encourage residents to contribute to a survey of birds in the general area (to also include Whittons Park) as well as photograph butterflies and moths encountered.

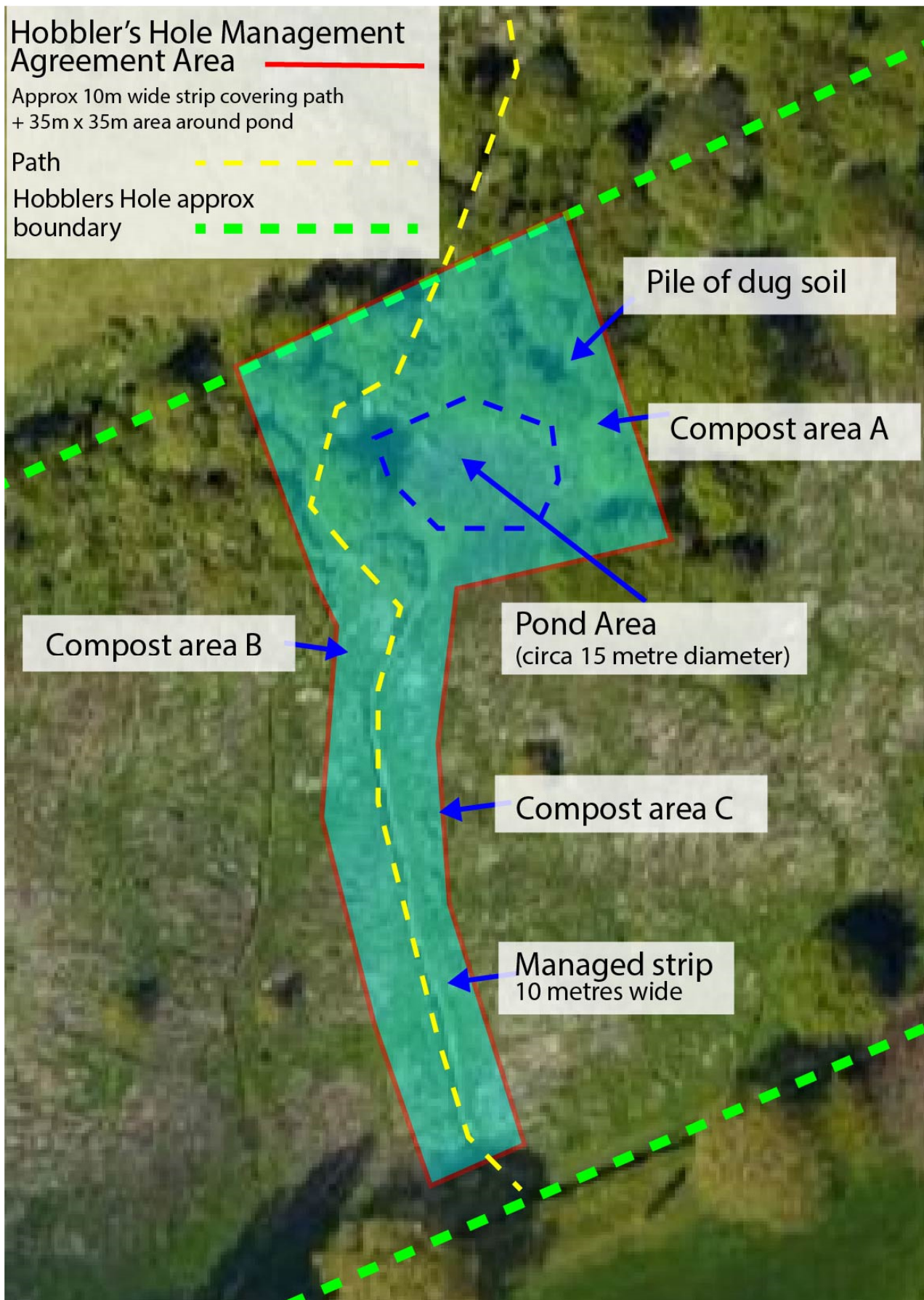


Example bug hotel

References

1: Long Leys Habitat Survey Summary (2019). Available at <http://long-leys.org/pdf/npag/Habitat-summary-v3.0.pdf>

Appendix A – Plan of Management Agreement Area



SUBJECT:	EXCLUSION OF THE PRESS & PUBLIC
DIRECTORATE:	CHIEF EXECUTIVE & TOWN CLERK
REPORT AUTHOR:	CAROLYN WHEATER, MONITORING OFFICER

1. Purpose of Report

- 1.1 To advise members that any agenda items following this report are considered to contain exempt or confidential information for the reasons specified on the front page of the agenda for this meeting.

2. Recommendation

- 2.1 It is recommended that the press and public be excluded from the meeting at this point as it is likely that if members of the press or public were present there would be disclosure to them of exempt or confidential information.

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