

LINCOLN TOWN DEAL BOARD

Friday, 11 June 2021 - 10.00 am

Virtual Meeting

Join from a PC, Mac, iPad, iPhone or Android device:

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Items	Page(s)
1. Apologies for Absence	
2. Minutes of the last meeting held on 10 May 2021	3 - 8
3. 2-Month Submission	9 - 146
<i>To receive and note the letter and accompanying documents, which set out the proposed Town Deal Programme for Lincoln, in accordance with the Heads of Terms Offer and Stage 2 Guidance)</i>	
4. Town Deal Stage 2	147 - 158
<ul style="list-style-type: none">- Overview and Milestones;- Town Deal Board – Role and Review of Membership Structure;- Investment Sub-Committee – Role, Review and Membership Structure and Election of Members and Chair.	
5. Proposed Meeting Schedule	
<ul style="list-style-type: none">- Investment Sub-Committee- Town Deal Board	

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Present: Mary Stuart (University of Lincoln) *in the Chair*, Angela Andrews (City of Lincoln Council), Jacqui Bunce (NHS Lincolnshire), Charlotte Goy (Visit Lincoln), Gary Headland (Lincoln College), Nicole Hilton (Lincolnshire County Council), Valerie Johnson (St Mark's Retail Centre), Marc Jones (Lincolnshire Police and Crime Commissioner), David Lewis (Siemens Energy), Ursula Lidbetter (Lincolnshire Cooperative Society), Karl McCartney (Member of Parliament for Lincoln), Councillor Ric Metcalfe (City of Lincoln Council), Leo Scott Smith (Tended), Liam Scully (Lincoln City Football Club), Edward Strange (Brewin Dolphin) and Nick Worboys (Longhurst Group).

Also in Attendance: James Baty (Lincolnshire County Council), Kate Ellis (City of Lincoln Council), Peter Holmes (Cities and Local Growth Unit at the Department for Business, Energy and Industrial Standards and Ministry for Housing, Communities and Local Government), Mick Lazarus (Cities and Local Growth Unit at the Department for Business, Energy and Industrial Standards and Ministry for Housing, Communities and Local Government), Becky Scott (City of Lincoln Council) and Jo Walker (City of Lincoln Council).

48. Apologies for Absence

Apologies for absence were received from Lord Cormack (House of Lords); Councillor Richard Davies (Lincolnshire County Council); Peter Neil (Bishop Grosseteste University); Caroline Killeavy (YMCA Lincolnshire); Group Captain Stephen Kilvington (RAF Waddington); and John Latham (University of Lincoln).

49. Minutes of Previous Meeting - 9 April 2021

RESOLVED that the minutes of the meeting held on 9 April 2021 be confirmed as a correct record.

50. Terms of Reference, Register of Interests and Voting Process

An advice note presented by Becky Scott (Legal Services Manager, City of Lincoln Council) on interests for members of the Board was presented to the Board which would support a robust decision-making process. Members of the Board, who had not done so, were requested to complete their declaration of interest form as soon as possible. All members of the Board were reminded to declare any future interests as they arose. As advised in the note, where members of the Board had a personal interest, which was likely to become pecuniary, they were advised to withdraw from the meeting. All declarations made would be recorded in the Board's minutes. No queries were raised in relation to the advice note.

A report was presented by Jo Walker (Assistant Director of Growth, City of Lincoln Council), which invited the Board to consider revisions to the Board's terms of reference. These related to the quorum for a meeting; and the decision-making process, including pecuniary interests, details of which were included in the report. It was also highlighted that a list of voting members had been included in the terms of reference. The redrafted clauses would reflect the Board's developing role in the management and delivery of a programme of projects. Mick Lazarus and Pete Holmes, the representatives of the Cities and Local Growth Unit at the Department for Business, Energy and Industrial Standards and Ministry for Housing, Communities and Local Government, indicated their support for the proposed revisions, as well as the previous decision by the Board to commission an independent assessment to support the Board's decision making. This rigorous approach to decision making would be welcomed by the Ministry of Housing, Communities and Local Government.

In relation to page 18 of the report, which listed the Board's voting membership, it was noted that that David Lewis was the representative from Siemens Energy and requested the name of the company be amended and that a correction be made to the spelling of Nick Worboy's surname.

RESOLVED

- (1) That the advice note on interests for members of the Lincoln Town Deal Board be noted.
- (2) That the list of voting members, as set out on page 18 of the report, be amended to reflect the change of company name for David Lewis and the accurate spelling of a member's surname.
- (3) That the revised terms of reference of the Lincoln Town Deal Board be approved, as set out in Appendix 1 of the report, incorporating amendments to clauses 6.1 [Quorum]; and 8.3 and 8.4 [Decisions].

51. Project Assessment Report

Following the Board's decision on 12 April 2021 to commission an independent assurance on the projects, Jo Walker (Assistant Director of Growth, City of Lincoln Council) presented the independent assessment report to the Board, which had been prepared by Focus Consultants LLP. Focus Consultants LLP had applied a series of criteria to each project on the basis of available information, with an emphasis on deliverability and the benefits to the local community. It was highlighted that 'strategic fit' had not been included in the assessment as all projects remained in scope at this stage in the process. All projects had been assessed based on the latest information provided and Focus Consultants had access to all background information relating to the projects. Factual clarification on any required points had been sought by the consultant from the project leads, as part of their assessment.

The scoring of the projects had been undertaken independently by Focus Consultants, with no input from any organisations involved in the Board, including the City of Lincoln Council. Focus Consultants had concentrated on those projects which were lower ranking and had ranked seven options according to the criteria.

From these options, Focus Consultants had put forward two recommended options in their report, which were presented to the Board for consideration.

It was also reported that the dedicated health and wellbeing centre had been withdrawn from the portfolio of projects, at the request of the project lead. The reasons for the withdrawal of this project were outlined to the Board. Certain aspects activities of the health and wellbeing centre would now be included in the Drill Hall project, which had in turn led to an increase in the capital funding requirement for the Drill Hall project. There had also been a slight reduction in the Hospitality, Events and Tourism institute project. Revised project confirmations had been circulated. The Board then discussed the process of appointment of the consultants to ensure due process was followed appropriately.

In response to a question from Karl McCartney (MP for Lincoln), it was confirmed that Focus Consultants had been provided with the assessment parameters by the City of Lincoln Council, but Focus had applied their own methodology to the scoring and had scored the projects and developed options entirely independently from any organisation represented on the Board.

Following a question from Edward Strange (Brewin Dolphin), it was confirmed that Focus Consultants had been appointed following a full procurement process, managed by the City of Lincoln Council, in accordance with its own procurement rules.

RESOLVED that Focus Consultant's Independent Project Assessment Report be received.

52. Levelling Up Fund

Kate Ellis (Strategic Director of Major Developments, City of Lincoln Council), reported that following the discussion at the Board's last meeting, all the projects in the Town Deal programme had been reviewed to see which could meet the criteria for the Levelling Up Fund. Since the last meeting of the Board, further guidance had been issued by the Ministry of Housing, Communities and Local Government to the effect that levelling up schemes would need to meet a size criterion and comprise up to three connected projects. Further to this, it was highlighted that several projects would not meet the funding envelope. Match funding of 10% was also required.

Discussions were continuing with partners on which projects could be progressed as part of the Levelling Up Fund. There was potential to consider Wigford Way and Sincil Bank. There were also discussions with East Midlands Trains in relation to phase two of the transport hub. Broadgate was also being considered as part of a town centre regeneration project. Work on any scheme was required to begin in the current financial year, and be supported locally. Work was continuing on developing levelling up schemes.

It was confirmed that the Town Deal Board was not directly involved in decisions on the Levelling up Fund, but it was important for the Board to be aware of progress with this fund.

RESOLVED that the update be noted.

53. Project Selection

The Board was asked to consider the two final options for the configuration of the programme, which were introduced by Jo Walker (Assistant Director of Growth, City of Lincoln Council). Option 1 would exclude three projects (The Hive, Sincil Bank and Store of Stories), with further savings of circa £495,000 required to meet the programme's funding envelope. Option 2 would exclude Wigford Way (estimated cost £5 million), with the feasibility and design of this project continuing, which would therefore ensure it was primed for future funding opportunities. Jo Walker, the Assistant Director of Growth at the City of Lincoln Council, as the professional representative of the accountable body, recommended Option 2, as this offered the most flexible approach.

The representatives from Ministry of Housing, Communities and Local Government confirmed that if certain projects were not viable or deliverable, they could be removed from the programme and others added in their place via a proposal to the Government. However, a final decision on this would be required by March 2022.

Marc Jones, the Lincolnshire Police and Crime Commissioner, requested more information on the rationale why the seven options set out in the consultants' report had been reduced to the two options being put forward to Board for decision, and recorded his support for Option 4. In response, the Board was advised that whilst it was for the consultants to set out their rationale for recommending the two options, it appeared the consultants had chosen the two options which had excluded the lowest ranking projects.

Nicole Hilton (Lincolnshire County Council) asked for information on the likelihood of the Wigford Way project being included in the Levelling Up programme and indicated that if it were not included in the Town Deal programme, it could be challenging to obtain future funding for this project. In response, it was stated that there was no guarantee of future funding for the Wigford Way project, however the feasibility work would stand it in good stead when submitting any applications for funding.

In response to a question from Edward Strange (Brewin Dolphin), it was confirmed that under Option 2, the surplus would be used to fund the feasibility and design of the Wigford Way project.

Karl McCartney, the MP for Lincoln, indicated that Option 2 would in effect be removing Wigford Way from the programme, which was one of the original projects submitted. Whereas if other options were on the table, such as Option 4, the Wigford Way project would be delivered as submitted.

Councillor Ric Metcalfe, the Leader of the City of Lincoln Council, favoured Option 2 and referred to the uncertainty of the deliverability of Wigford Way, and to the uncertainty of match funding from the highway authority for this project.

Leo Scott Smith (Tended) expressed his support and thanks to Focus Consultants for their independent report. Nick Worboys (Longhurst Group) echoed Leo's statement and expressed her support for Option 2 in the report.

Becky Scott (Legal Services Manager, City of Lincoln Council) confirmed that all voting members could vote on the recommendations in the report.

At this stage in the meeting, Marc Jones, the Lincolnshire Police and Crime Commissioner, wished it recorded that as he disagreed with ruling out the other five options and as someone who supported Option 4, he would abstain from the vote on Options 1 and 2.

Members of the Board were asked to vote on Option 1 and Option 2 in turn and by majority vote, Option 2 was carried. The Chair advised she had not taken part in the vote on the options to ensure the neutrality of the Chair.

RESOLVED

(1) That Option 2 be progressed to the next stage.

(2) That the City of Lincoln Council would continue to work in partnership with all stakeholders to try to secure further funding beyond the programme for the delivery of the Wigford Way project beyond the feasibility stage, including through Levelling Up if it be considered appropriate for this fund.

54. Date of Next Meeting

It was suggested that the date of the next meeting be moved to Friday, 11 June 2021, as this would allow sufficient time to do the submission to the Government.

RESOLVED that the next meeting of the Lincoln Town Deal Board be arranged for Friday, 11 June 2021 at 10.00 am.

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Directorate of Major Developments

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Minicom: (01522) 873693 - Reception

Jo Walker is dealing with this matter
E-mail: jo.walker@lincoln.gov.uk
Direct Line: 07730585159

18th May 2021

Dear Town Fund Team

Lincoln Town Deal – 2 Month Submission

Please find enclosed the following documents which set out the proposed Town Deal Programme for Lincoln, in accordance with the Heads of Terms Offer and Stage 2 Guidance.

Project Confirmation Forms

The Lincoln Town Deal Programme now includes 13 projects, selected by the Town Deal Board to fit within the funding envelope of £13m. The selection of projects was informed by a full independent assessment. Details of the process followed and supporting documents can be accessed here:

[Agenda for Lincoln Town Deal Board on Monday, 10th May 2021, 9.00 am - City of Lincoln Council](#)

Key changes to the programme are as follows:

- Health & Wellbeing Centre: this project has been removed from the programme. The activities and services which were proposed to be delivered at this centre will now form part of the offer delivered via the Drill Hall project.
- Drill Hall: the funding ask for this project has been increased to reflect the above and the additional cost of the restoration work, established through detailed surveys. This additional upfront ask is offset by revenue funding to support the resulting operation.
- Wigford Way: this project has been scaled back to feasibility and design only. This is to ensure that the overall programme fits within the funding envelope of £19m. The funds allocated to this project will enable the scheme to move forward to a detailed design/shovel ready stage to support the case for alternative funds to enable delivery of the physical works.
- Programme Management: this has been set out separately to the projects as now required in the guidance/documents. This will cover financial management and monitoring costs,



independent appraisal and due diligence checks on all business cases, legal costs including specialist subsidy advice. These resources will provide the necessary skill and capacity to support existing staff within the City of Lincoln Council to fulfil the role of Accountable Body.

Project confirmation forms for all 13 projects are included with this submission.

Project Adjustment Form

The project adjustment form reflects the above, key changes to the programme and a number of smaller changes to the remaining projects. These smaller changes reflect the fact that the programme management function is now accounted for separately as required in the latest guidance.

Financial Profile

An updated financial profile is now provided to include 13 projects and programme management costs. A summary of our programme is set out below.

Project	Towns Fund £m	Co-Funding £m	Total Cost £m
Lincoln Connected	1.483	0.512	1.995
Lincoln Made Smarter	1.290	1.050	2.340
Wigford Way/St. Mary's Street	0.340	0.000	0.340
Sincil Bank Green Corridor	3.000	0.000	3.000
Lincoln City FC Stadium and Community Redevelopment Projects	0.800	1.960	2.760
Health & Wellbeing Centre (HWBC)			
Hospitality Events & Tourism Institute (HEAT)	1.120	1.300	2.420
Lincoln Central Market and Vibrant Public Realm	5.900	2.600	8.500
Tentercroft Street	0.340	0.000	0.340
Climate Commission Road to Net Zero			
Drill Hall Development	1.000	0.550	1.550
Barbican Production & Maker Hub	1.600	1.690	3.290
Store of Stories (Food Supermarket)	0.165	0.507	0.672
Greyfriars	0.540	1.164	1.704
The Hive	1.000	8.800	9.800
Programme Management	0.420	0.460	0.880
Total	19.00	20.81	39.59

M&E

A draft M&E plan is included in our submission. At this stage, the information is based on the data collected to support the TIP submission (including the high level analysis of GVA, BCR and Job outputs) and the latest information from project leads within the confirmation forms. The information in this Plan will be **developed and subject to change/refinement** as a result of business case development. We will include the M&E requirement as part of our business case template and monitoring form arrangements.



Supporting Documentation

A copy of our **Assurance Document**, approved by the Town Board and City Council Executive in March, is included. This sets out our governance and management arrangements for the next stage of the programme. Also included is our proposed **business case template, grant claim form and monitoring report and a draft grant funding agreement** in line with the guidance.

As part of this process and in order to fulfil our requirements in respect of our Public Sector Equality Duty, we intend to utilise our Equality & Human Rights Analysis Toolkit (part of our current Lincoln Project Management Model) at a programme level and have embedded this requirement within our business case template to capture this information at a project level. We have also sought to embed a clear requirement to quantify how all projects will meet the City's objectives in relation to inclusive growth and our target of achieving net zero by 2030.

I trust that this fulfils the requirement at the 2-month stage but please do not hesitate to get in touch if you have any queries.

Yours sincerely



Jo Walker

Assistant Director – Growth



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Central Market

Project Confirmation Table
Project Name: Central Market
Date: 31.03.21
Towns Fund ask (£ million)
£5.9m
Match funding total, breakdown and status (secured/applied for/not yet applied for)
£2.6m <ul style="list-style-type: none"> • £0.12m HAZ (secured/spent) • £0.6m HAZ (approved in principle/ bid submitted) • £1.88m PWLB/Reserves (agreement in principle, subject to full business case) <p>Total cost of project: (£8.5m)</p>
Expected outputs and outcomes
<ul style="list-style-type: none"> • Increase in amount/quality of commercial floorspace – combined total of 1,656 sq m floor space (Main market = 1,026 sq m / A3 unit = 495 sq m / Mezzanine = 135 sq m) • New upgraded or protected heritage assets – 1 • New/upgraded public spaces – 4000 sqm • Number of enterprises using high quality space – 30 • Perceptions of the place – 80% satisfaction • Uplift in footfall – 20% • Indicative BCR – 2.77 based on GVA of £17.993m (subject to full business case)
Plan for addressing key conditions
<ul style="list-style-type: none"> • Provide further details of stakeholder engagement to date and planned: <i>See link to copy of stakeholder engagement carried out on draft proposals, attracting 723 responses. Direct engagement has also taken place with all existing stallholders and is ongoing. A link to the survey analysis can be found here: Lincoln Town Deal Board – City of Lincoln Council</i> • Provide further details of the impact of this project through inclusion of a broader range of outcomes: <i>A broader range of outcomes will be set out within the full business case we expect that this will include:</i> <ul style="list-style-type: none"> - <i>Number of businesses supported – 30 (24 existing plus new firms attracted to new market venue)</i> - <i>Number of jobs supported - 40</i> - <i>Reduction in CO2 emissions</i> - <i>Regeneration of key anchor site within the city centre</i> - <i>Repurposing of a historic listed building</i> - <i>Support local businesses in economic recovery of the city centre, including market traders and the wider high street area, by encouraging greater levels of footfall and underpinning future viability</i> - <i>Incorporating the City Square into the wider market development, with the addition of quality paving and street furniture to provide a space for local residents and visitors to meet</i> - <i>The market is located in the Cornhill Quarter, an area that has benefitted from substantial investment in recent years, including £70m in the Conrhill Quarter and a further £30m at the Lincoln Transport Hub. Investment in the Central Market will complete the wider package of investments and act as a stimulus to the next phase of investment – Cornhill North.</i>
Fast tracked project (yes or no)

Yes - this project has the potential to be fast-tracked with a start on site achieved in 2021/22.

Capital/revenue split

100% capital

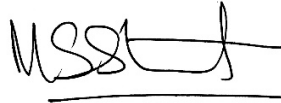
Nominal Financial Profile (£ million)

2020/21	2021/22	2022/23	2023/24	2024/25	2025/26
£450k	£3.7m	£1.75m			

Signature of Town Deal Board Chair and accountable body's Chief Executive Officer or S151 Officer


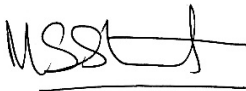


Jaclyn Gibson, Chief Finance Officer (S151)




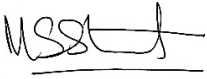
Professor Mary Stuart, Town Deal Board Chair

Drill Hall

Project Confirmation Table					
Project Name: Development of the Drill Hall Arts Centre					
Date: 31.03.21					
Towns Fund ask (£ million)					
£1.0					
Match funding total, breakdown and status (secured/applied for/not yet applied for)					
£0.55 secured plus revenue spend of £952,187 until 2025/26.					
Expected outputs and outcomes					
<ul style="list-style-type: none"> • 1300 sqm of quality commercial space delivered to town centre • 200 employers pa to engage with the Drill Hall for the first time. • 11,520 visitors pa to arts, cultural and heritage events and venues • 780 new learners assisted pa 					
Plan for addressing key conditions					
N/A					
Fast tracked project (yes or no)					
Yes					
Capital/revenue split					
100% capital					
Nominal Financial Profile (£ million)					
2020/21	2021/22	2022/23	2023/24	2024/25	2025/26
0.00000	1.0	0.00000	0.00000	0.00000	0.00000
Signature of Town Deal Board Chair and accountable body's Chief Executive Officer or S151 Officer					
					
Jaclyn Gibson, Chief Finance Officer (S151)		Professor Mary Stuart, Town Deal Board Chair			

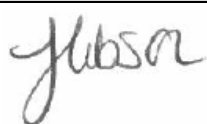
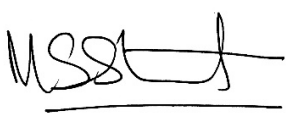
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Greyfriars

Project Confirmation Table					
Project Name: Re-imagining Greyfriars					
Date: 31.03.21					
Towns Fund ask (£ million)					
£0.540					
Match funding total, breakdown and status (secured/applied for/not yet applied for)					
£1.164 – secured/applied for and being raised					
£0.014341 – Private sources					
£1.148258 – Public sources					
<ul style="list-style-type: none"> • £8258 – Heritage Lincolnshire reserves • £950,0000 - National Lottery Heritage Fund • £190,000 – City of Lincoln Council 					
Expected outputs and outcomes					
<ul style="list-style-type: none"> • Embedded smart technology and green energy across all development • 30 Local Learners supported • 1000 more visitors to site • 2.5 jobs created • One new and upgraded community asset • One new education programme for public benefit for all ages 					
Plan for addressing key conditions					
N/A					
Fast tracked project (yes or no)					
No					
Capital/revenue split					
92.5/7.5%					
Nominal Financial Profile (£ million)					
2020/21	2021/22	2022/23	2023/24	2024/25	2025/26
0.00000	0.00000	0.15000	0.35000	0.00000	0.00000
0.00000	0.02000	0.02000	0.0000	0.00000	0.00000
Signature of Town Deal Board Chair and accountable body's Chief Executive Officer or S151 Officer					
					
Jaclyn Gibson, Chief Finance Officer (S151)		Professor Mary Stuart, Town Deal Board Chair			

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HEAT

Project Confirmation Table					
Project Name: HEAT Institute					
Date: 31.03.21					
Towns Fund ask (£ million)					
1.12					
Match funding total, breakdown and status (secured/applied for/not yet applied for)					
1.3 secured					
Expected outputs and outcomes					
<ul style="list-style-type: none"> • Estimated number of new learners = 600 per annum, with an achievement rate of 75% (450 learners) • Availability of new specialist equipment • The facility will engage with around 200 new employers every year • 600 new learners to begin with across 20 new courses • 25% of learners gaining relevant experience 					
Plan for addressing key conditions					
N/A					
Fast tracked project (yes or no)					
no					
Capital/revenue split					
100% capital					
Nominal Financial Profile (£ million)					
2020/21	2021/22	2022/23	2023/24	2024/25	2025/26
0.0000	0.800	0.320	0.0000	0.0000	0.0000
Signature of Town Deal Board Chair and accountable body's Chief Executive Officer or S151 Officer					
					
Jaclyn Gibson, Chief Finance Officer (S151)		Professor Mary Stuart, Town Deal Board Chair			

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LCFC Community Skills & Education Hub

Project Confirmation Table			
Project Name – Community Skills & Education Hub			
Date: 31.03.21			
Towns Fund ask (£ million)			
£0.8m			
Match funding total, breakdown and status (secured/applied for/not yet applied for)			
Funding Strategy	Status	% of Project	Value
Towns Fund	Applied for	30%	£0.80m
Owner Investment (Capital Expenditure)	Secured	30%	£0.84m
Football Foundation	Secured and already released to fund Phase 1	17%	£0.47m
Football Foundation	Secured for Phase 2	17%	£0.50m
Commercial Enterprise - Lincolnshire Coop & Mondelez International	Secured	6%	£0.15m
	Total Project Cost		£2.76m
Expected outputs and outcomes			
<p>The project will deliver a Benefit-Cost Ratio against the Towns Fund of 6.48</p> <p>This means that for every £1 invested by the Towns Fund Board, the equivalent of £6.48 will be returned into the city's economy by creating new jobs, addressing the critical Skills Gap, providing health benefits and investment in the local supply chain.</p>			
Skills Gap Outputs – Table 1			
Indicator	Current	Projected	10-Year Impact
Foundation Degree	6	8-10	80
BTEC L3 Extended Diploma in Sport	24	60	600
BTEC L3 Academy for Women	0	25	250
BTEC L3 Health & Social Care	0	25	250
BTEC L3 Business Studies	0	25	250
NCFE L3 Sport & Physical Activity	0	25	250
Apprenticeships	0	8	80
Traineeships	10	20	200
Total Learners	40	196	1960
Skills Gap Outputs – Table 2			

Sector	Roles	Salaries	10-Year Impact
Professional	Education Manager	£28k	£280k
Skilled	Tutors & Coaches Venue Manager Facilities Supervisor	£100k	£500k
Unskilled	Hospitality/Catering Matchday Concessions Community Coordinators Matchday Safety	£27k	£270k
Clerical	Admin PT	£5k	£50k
Apprenticeships	4 in Year 1 Growing to 8 by Year 3	£8k	£80k
Total New Jobs	30	£168k	£1.68m

Economic & Social Impact – Table 3

£3,750,000 in GVA from construction

165 Apprenticeships + 1500 Higher Skills Quals = **£1.36m increase** in total income per year for participants (over 10 yr period)

22 Direct FTE Construction Jobs, **42 Indirect FTE** Supply Chain Jobs

18 FTE jobs created on project completion - 6 FT Jobs, 18 PT Jobs, 12 Apprenticeships

£75k boost forecast directly into local supply chain economy post-project

Local Business Pledge Significant level of project-spend in local economy

Plan for addressing key conditions

Provide a more detailed delivery plan that covers risks, interdependencies and mitigation measures and operational and management plans:

The framework for the delivery plan is already established (see attached Strategy Document)

Provide further details of both stakeholder engagement to date as well as planned engagement going forward:

Joint Project Management Team between Lincoln City Foundation & Lincoln City Football Club has developed a strategic business plan and measurable delivery outputs

Formal framework agreement is in place with Football Foundation with measurable outputs and milestones for reporting on delivery

Fast tracked project (yes or no)

The Community Skills & Education Hub has not been specifically identified as a fast-track project.

However, there are some key strategic factors which would strongly support the project being approved for funding within the first phase of projects.

Phase 1 – rejuvenation of Green Space (3G pitch) has just been completed.

- Rationale: Football Foundation funding was approved and due to government restrictions and lockdown measures, it was economic common sense to advance Phase 1 during the lockdown period.
- Demonstrates the commitment from the club owners to underpin the project with capital funds (a requirement of Football Foundation funding being released).

Phase 2 – Advanced Planning Stage (see Project Timeline)

- Project Lead Team has already completed extensive consultation, delivered a robust market and risk analysis of the build stage, achieved planning permission, and reached an advanced stage in terms of final cost plan.
- Advanced consultation stage with utilities (Anglian Water, Western Power), all necessary site investigation reports are in place, structural engineering drawings submitted and approved.

In summary, the Community Skills & education Hub project is ‘oven-ready’ and on standby to begin the build-stage.

Capital/revenue split

100% capital

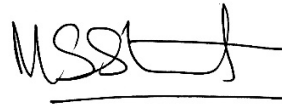
Nominal Financial Profile (£ million)

2020/21	2021/22	2022/23	2023/24	2024/25	2025/26
0.000	0.8000	0.000	0.000	0.000	0.000

Signature of Town Deal Board Chair and accountable body’s Chief Executive Officer or S151 Officer



Jaclyn Gibson, Chief Finance Officer (S151)



Professor Mary Stuart, Town Deal Board Chair

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Lincoln Connected: People & Place

Project Confirmation Table		
Project Name: Lincoln Connected: People & Place		
Date: 18.5.21		
Towns Fund ask (£ million)		
£1,482,977		
Match funding total, breakdown and status (secured/applied for/not yet applied for)		
£512,431 Secured: <ul style="list-style-type: none"> • Match funding from Visit Lincoln - £245,681 • Match funding from Lincoln BIG - £266,750 		
Expected outputs and outcomes		
	Output	Outcomes
Open CMS		
1 open CMS infrastructure	Specialist digital technologies to meet the needs of specific sectors	Perceptions of place by residents, businesses and visitors percentage satisfaction
500	Number of digitally enhanced businesses working in tourism, hospitality, retail, leisure, arts, culture and the heritage sector	Increased utilisation of digital channels, by leisure/hospitality retail businesses, to access and/or supply goods and services. 10% increase in online sales, visitor spend on current values.
10+	Number of content sources in arts, culture and heritage in Lincoln	
150,000	Number of unique visitors from local area	
Light Up Lincoln		
1	Upgrade prominent landmarks and historical buildings with lighting infrastructure	Number of visitors to arts, cultural and heritage events and venues increased by 20%.
1	Feasibility Study	
Lincoln Creates		
12 installations	Artist development programme with site specific work to support regeneration of the city,	
Digital Screens		
6	Install specialist digital technology through smart signage in the city	
Plan for addressing key conditions		
N/A		

Fast tracked project (yes or no)

No

Capital/revenue split**Across the whole project**

Total Capital = £996,477

Total Revenue = £486,500

Revenue % = 33%

Project Specific

Project	Capital	Revenue	Revenue %
Light Up Lincoln	£250,000	£0	0%
Digital Signage	£192,477	£0	0%
Lincoln Creates	£250,000	£0	0%
Open CMS	£404,000	£486,500	55%
Total	£996,477	£486,500	33%

Year-by-Year

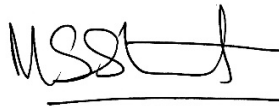
Year	Capital	Revenue	Revenue %
2020/21	£8,000	0	0%
2021/22	£80,000	£11,000	12%
2022/23	£659,977	£126,500	16%
2023/24	£188,500	£159,000	46%
2024/25	£35,000	£100,000	74%
2025/26	£25,000	£90,000	78%
TOTAL	£996,477	£486,500	33%

Nominal Financial Profile (£ million) *excludes accountable body / consultancy fees

2020/21	2021/22	2022/23	2023/24	2024/25	2025/26
0.008	0.091	0.786477	0.347500	0.135	0.115

Signature of Town Deal Board Chair and accountable body's Chief Executive Officer or S151 Officer


Jaclyn Gibson, Chief Finance Officer (S151)



Professor Mary Stuart, Town Deal Board Chair

DATED

2021

(1) CITY OF LINCOLN COUNCIL

and

(2) [REDACTED]

GRANT AGREEMENT

for the development [REDACTED]
project as part of the Lincoln Towns Fund Deal

Ref: xx

PARTIES

(1) [] [(company number if applicable)] of []
(referred to as “the **Applicant**”)

(2) **CITY OF LINOLN COUNCIL** of xx (referred to as “the **Council**”)

together “the parties” and each individually “the party”

BACKGROUND

(A) This Grant Agreement relates to the delivery of the Project [insert project description paragraph].

(B) The Council has agreed to provide the Grant for the Project to enable the Applicant to deliver the Outputs as included at Section 7.

(C) The Ministry of Housing, Communities and Local Government as the managing authority has offered the Towns Fund Programme Grant as set out in its offer letter dated xxx to the Council who has agreed to accept the Towns Fund Programme Grant on the terms as appended to this Agreement as Appendix 3.

(D) The Grant is to be applied by the Applicant towards the completion of the Project as set out in Appendix 4 and against the eligible expenditure set out at Appendix 5.

(E) This Grant Agreement sets out the terms and conditions on which the Grant is made by the Council to the Applicant and which are intended to ensure that the Grant is used for the purposes for which it is awarded.

AGREED TERMS

1. Definitions and Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Grant Agreement.

Assets: all be capital assets purchased, acquired, built, improved or otherwise funded in whole or in part by the Grant including land and buildings (including any interest in land but excepting the Property) and individual items of equipment and other moveable and immovable assets costing £5,000 or more, which on the date of purchase had a useful life of more than one year. Delete if not relevant to project.

Authorised Officer: means the officer or officers of the Council designated and notified to the Applicant from time to time to carry out the tasks identified in the Grant Agreement.

Basic Project Information: means the Project title, the Project scope, information about the budgeted and actual project spend, the Project duration, the name of the Managing Authority, the name of the Applicant and the amount of funding that is being provided under this Grant Agreement;

Building Contractor: means a reputable building contractor and any subsequent building contractor appointed by the Applicant to carry out the Works or any part thereof.

Claim and Monitoring Form: means the form attached at Appendix 1.

Commencement Date: [enter date]

Confidential Information: means the Council's and/ or the Applicant's data and all information which has either been reasonably designated as confidential by either party in writing or which ought to be considered as confidential (however it is conveyed or on whichever medium it is stored) including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party, all Personal Data and sensitive Personal Data within the meaning of the Data Protection Legislation. Confidential Information does not include Basic Property Information.

Consent: means any approval, consent, exemption, licence, permission or registration by of or from any governmental or other authority or any other person including but not limited to consents required from the freeholder any adjoining owner or any mortgagee of the Property or from the local planning authority in relation to the Activities or any part thereof or otherwise required to enable the same to be lawfully carried out and maintained.

Data Controller, Personal Data and Personal Data Breach: take the meaning given in the Data Protection Legislation.

Data Loss Event means any event that results, or may result, in unauthorised access to Personal Data held under this Grant Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Grant Agreement, including any Personal Data Breach

Data Protection Legislation means all applicable data protection legislation and privacy legislation in force from time to time in the UK including the General Data Protection Regulation (EU) 2016/679; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); any other directly applicable European Union regulation relating to privacy; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications.

Disposal: means the transfer of or the grant of any interest or estate in the Property or part thereof and any buildings thereon including the grant of a lease and (save where reference is made herein to the completion of a Disposal or Disposals) includes any contract therefore and “dispose of”, “disposed of” and disponent” shall be construed accordingly.

Eligible Expenditure: capital or revenue expenditure to the delivery of the project and as set out at appendix 5.

The following items are **not** classed as eligible expenditure. Please note that this list is not exhaustive:

- overheads allocated or apportioned at rates materially in excess of those used for any similar work carried out by the Parties;
- notional expenditure;
- payments for activity of a political nature;
- depreciation, amortisation and impairment of assets purchased with the help of the Grant;
- provisions;
- contingent liabilities;
- contingencies;
- profit made by the Recipient;
- dividends;
- interest charges unless under an approved State Aid scheme;
- service charges arising on finance leases, hire purchase and credit arrangements;
- costs resulting from the deferral of payments to creditors;
- costs involved in winding up a company;
- payments for unfair dismissal;
- payments into private pension schemes;
- payments for un-funded pensions;
- compensation for loss of office;
- bad debts arising from loans to employees, proprietors, partners, directors, guarantors, shareholders or a person connected with any of these;
- payments for gifts and donations;
- entertainments;
- reclaimable VAT;
- statutory fines and penalties;
- criminal fines and damages;
- legal expenses in respect of litigation;
- expenditure on activities of a political or exclusively religious nature;
- expenditure supported from other government sources, local authority Grants, charges paid by leaseholders, or EC structural funds, to the extent that the combined Grants and other support total more than 100% of the Project or scheme costs;
- expenditure on works or activities which any person has a statutory duty to undertake, except where there is strong justification in terms of the regeneration outputs or impacts

that will result, e.g. in the case of beneficial activity brought forward, or carried out in a way which best promotes sustainable regeneration as a result of Grant support;

- any liability arising out of negligence; or
- payments made in advance of need.

Expiry Date: means. (Appropriate for anticipated completion)

Financial Year: means a period from 1st April in one year to 31st March in the subsequent year.

Force Majeure Event: means an event beyond the reasonable control of the Applicant or the Contractor, including without limitation:

- (a) war, civil war, armed conflict or terrorist attack;
- (b) nuclear, chemical or biological contamination of the Works and arising from war, civil war, armed conflict or terrorist attack;
- (c) acts of God, flood, drought, earthquake or other natural disaster;
- (d) existence of adverse ground conditions;
- (e) change of law;
- (f) industrial action (other than by the party seeking to rely on this clause);
- (g) the absence of any required Consents for the Works or Services or by the terms upon which they are granted or an inability to obtain access to the Site;
- (h) a network system emergency that causes the Contractor (or its affiliates) to re-direct its resources and thereby prevents it from carrying out or completing the Works or Services;
- (i) any matter which would entitle the Contractor to an extension of time or to require a variation under the Works or Service Contract (other than any matter arising from the default of the Applicant);
- (j) any unforeseen technical issues in respect of the Works or Services, but excluding events arising due to the negligence of that party or due to a lack of funds.

Fund: means the Town's Fund Programme Deals Fund administered by City of Lincoln Council

Grant: a portion of the Town's Fund Programme Grant for the sum of £#,###,### (insert amount in words) to be paid to the Applicant in accordance with this Grant Agreement .

Grant Agreement: means these terms and conditions, including all schedules and appendices attached hereto.

Instalment: means a part payment of the Grant made in accordance with the terms of this Grant Agreement.

Intellectual Property Rights: means all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence however arising for their full term and any renewals or extensions.

Law: means all or any law applicable within the United Kingdom (whether civil, criminal or administrative), common law, statute, statutory instrument, treaty, regulation, directive, bylaw, circular, code, guidance note, order, notice, demand, decree, injunction, resolution, judgment or requirement of any government, quasi-government, supranational, federal, state or local government, statutory or regulatory body, statutory undertaker, court, or any other person or body in any jurisdiction (including, without limitation, the European Community or European Union), any enforceable community right within the meaning of section 2 of the European Communities Act 1972 and any exercise of the Royal Prerogative.

Legal Charge: the form of legal charge attached at Appendix 3.

Managing Authority: means The Ministry of Housing, Communities and Local Government

Outputs: means the outputs set out in clause 7.1.

Permitted Use: means use of the project assets as **Insert purpose of facility** following completion of the Activities.

Planning Permission: means the planning permission for the Works and any further planning permission(s) and/or any amendments and/or variation(s) of the same (and including all approvals of any reserved matters).

Project: means the **Insert brief description of what the project entails**, as more fully described at appendix 4.

Prohibited Act: means

1. offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward for:
 - a. doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Grant Agreement or any other contract with the Council; or

- b. showing or not showing favour or disfavour to any person in relation to this Grant Agreement or any other contract with the Council;
2. entering into this Grant Agreement or any other contract with the Council where a commission has been paid or has been agreed to be paid by the Applicant or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Council;
3. committing any offence under the Bribery Act; under legislation creating offences in respect of fraudulent acts; or at common law in respect of fraudulent acts in relation to this Grant Agreement or any other contract with the Council;
4. defrauding or attempting to defraud or conspiring to defraud the Council or the Managing Authority.

Property: means the property as shown edged red on the plan attached at Appendix 2.

Protective Measures: means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

Subsidy Control: any advantage granted through state resources on a selective basis to any organisation involved in commercial activities that could potentially distort competition and trade in breach of applicable UK international subsidy obligations

Third Party Funding: means any funding (and non-financial support) for the Project other than from the Council as described in Clause 6

Total Project Cost: forecast to be £ xxx This is made up of the Grant from the Lincoln Towns Fund allocation, £xx from the applicant, £ from third party A and £ from third party B.

Towns Fund Programme Grant: the grant offered to the Council by Ministry of Housing, Communities and Local Government as set out in the offer letter attached at Appendix 3

Activities: the activities involving Insert brief description of suitable works/activities, as more fully described in the Town Deal Business Case dated ## MMMMMM YYYY. Delete if not applicable

Contract(s): means the contract(s) entered into or to be entered into between the Applicant and any contractor(s) to deliver services or works.

Activity Longstop Date: means ## MMMMMM YYYY. (Appropriate for anticipated completion)

This Grant Agreement shall commence on the Commencement Date. In this Grant Agreement:

- 1.2 Clause headings do not affect the interpretation of this Grant Agreement.
- 1.3 A reference to this Grant Agreement (or any provision of it) or any other document shall be construed as a reference to this Grant Agreement, that provision or that document as it is in force for the time being and as amended, varied or supplemented from time to time in accordance with its terms, or with the agreement of the relevant parties.
- 1.4 A reference to a person shall include a reference to an individual, firm, company, corporation, unincorporated body of persons, or any state (or any agency of that person) and a reference to the singular shall include the plural and vice versa (unless this is inconsistent with the context).
- 1.5 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or extension, or re-enactment and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Unless otherwise agreed between the Parties, a reference to writing or written does not include fax or e-mail.
- 1.7 An Appendix to this Grant Agreement shall be treated as if part of the main body of the Grant Agreement.
- 1.8 Where the words include(s), including or in particular are used in these terms and conditions, they are deemed to have the words without limitation following them and where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them
- 1.9 A reference to any clause, sub-clause, paragraph, sub-paragraph, appendix or schedule without further designation shall be construed as a reference to the clause, sub-clause, paragraph, sub-paragraph, appendix or schedule to this Grant Agreement so named and numbered.
- 1.10 Where the consent approval or agreement of the Council is required pursuant to the terms of this Grant Agreement it shall not be construed as having been given unless provided in writing.

1.11 The Schedules form part of this Grant Agreement and shall have effect as if set out in full in the body of this Grant Agreement. Any reference to this Grant Agreement includes the Schedules.

2. Purpose of the Grant

2.1 The Applicant shall use the Grant only for the purpose of defraying Eligible Expenditure on the activity in connection with the delivery of Project.

2.2 The Applicant accepts responsibility for the proper use and administration of all funding provided under this Grant Agreement

2.3 The Applicant shall not make any material change to the Project or the activity without the Council's prior written approval.

3. Warranties, representations and grant pre-conditions

3.1 The Applicant represents and warrants to the Council that:

3.1.1 the execution of this Grant Agreement on its behalf has been validly authorised and the obligations expressed as being assumed by the Applicant under this Grant Agreement constitute valid legal and binding obligations of the Applicant which are enforceable against the Applicant in accordance with their terms;

3.1.2 neither the execution of this Grant Agreement by the Applicant nor the performance or observation of any of its obligations under it will:

(a) conflict with or result in any breach of any law or enactment or any deed, agreement or other instrument, obligation or duty to which the Applicant is bound; or

(b) cause any limitation on any of the powers whatsoever of the Applicant or, on the right or ability of the Applicant's authorised officers to exercise such powers to be exceeded;

3.1.3 the Applicant is not in default under any law or enactment or under any deed, agreement or other instrument or obligation by which it is bound so as to affect adversely its ability to perform its obligations under this Grant Agreement;

3.1.4 all Consents that the Applicant is required to obtain in connection with the execution, delivery, issue, validity or enforceability of this Grant Agreement have been obtained and have not been withdrawn;

3.1.5 no litigation or administrative or arbitration proceeding before any court, tribunal, Government authority or arbitrator is presently taking place, pending or (to the knowledge, information and belief of the Applicant) threatened against, or against any of the assets, of the Applicant which might have a material adverse effect on its standing or its business or assets or operations or might affect adversely its ability to perform its obligations under this Grant Agreement;

- 3.1.6 the grant application and all other information and documents prepared on behalf of the Applicant and submitted for the appraisal of the Project for the purposes of this Grant Agreement were true and accurate when submitted and either:
- 3.1.6.1 no change has occurred since which renders the same untrue or misleading in any respect; or
 - 3.1.6.2 where change has occurred, it has been explained to the Council's satisfaction;
- 3.1.7 the Applicant has disclosed to the Council all information which would or might reasonably be thought to influence the Council in awarding the funding to the Applicant or the amount thereof;
- 3.1.8 no person having any charge or other form of security over the Property or any assets of the Applicant has enforced or given notice of its intention to enforce such security;
- 3.1.9 the Applicant is not aware, after due enquiry, of anything which materially threatens the success or successful completion of the the Project or any part thereof;
- 3.1.10 none of the circumstances or events described at clause 6.1 and 6.2 has occurred.
- 3.2 the representations and warranties at clause 3.1 above shall be deemed to be repeated by the Applicant when each claim for an Instalment of the Grant is submitted pursuant to clause 4 as if made with reference to the facts and circumstances existing at such date.
- 3.3 The Council shall not be required to pay any Instalment of the Grant to the Applicant unless it is satisfied (at the point of proposed payment of the relevant Instalment of the Grant) that the following conditions have been, and where relevant continue to be or shall be, met:
- 3.3.1 that the Applicant has confirmed to and the Council is satisfied (in its absolute discretion) that the Applicant has (and continues to have) sufficient funding to complete the Project by the proposed Activity Longstop Date;
 - 3.3.2 that the Applicant has confirmed to and the Council is satisfied (in its absolute discretion) that the Applicant has the necessary resources, expertise and its' employees, suppliers, sub grantees, contractors (and their employees) are competent to undertake the activity and deliver the Project.
 - 3.3.3 that copies have been submitted to the Council (if requested) of the following:
 - (i) the tender evaluation report and the successful tender(s) for all activities / works paid for by the Fund;

- (ii) Works or Services Contract(s) and any other relevant contractual documentation with the contractor(s);

and the Council is satisfied in its absolute discretion with the terms of these documents;

3.3.4 The Council has received evidence which is acceptable that the Grant will be used only to pay for Eligible Expenditure incurred in respect of the activities; and

3.3.5 The Council has received evidence provided by the Applicant that the payment of the Grant shall not result in a breach of Subsidy Control rules.

4. Payment Arrangements

4.1 Subject to the terms of this Grant Agreement, the Council shall pay Instalments of the Grant in arrears, based on relevant Eligible Expenditure incurred on the activities and subject to receiving evidence of all invoices paid or costs incurred by the applicant.

4.2 The Applicant shall submit claims at least **TBC Frequency (quarterly or every six months as required by MHCLG)** using the Claim and Monitoring Form at Appendix 1, until practical completion of the activity and all Eligible Expenditure is completed and evidenced.

4.3 No Grant shall be paid unless and until the Council is satisfied that such payment will be used for Eligible Expenditure incurred on the activity and has received a valid Claim Form with supporting evidence to the satisfaction of the Council.

4.4 The Council will not authorise payment unless the Applicant has provided appropriate bank details including a method for identifying the Council's funding either in a separate bank account or by using project codes

4.5 The Applicant agrees and accepts that payments of the Grant can only be made to the extent that the funds are available to the Council under the grant agreement between the Council and the Managing Authority. The Council can accept no liability in respect of the loss attributable to any delay in the payment of claims or to any suspension, reduction or cancellation of the Grant.

4.6 The amount of the Grant shall not be increased in the event of any overspend by the Applicant in the delivery of the Project.

4.7 The Applicant must have submitted all its claims for the Grant no later than **amend as appropriate**. If not, the Council shall be under no further obligation to advance any remaining Grant.

- 4.8 The Applicant shall promptly repay to the Council any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Applicant.
- 4.9 The parties understand and agree that the Grant by the Council under this Grant Agreement is not consideration for any supply for Value Added Tax ("VAT") purposes whether by the Applicant or otherwise.
- 4.10 If, notwithstanding the agreement and understanding of the parties as set out in Clause 4.8 above, it is determined that the Grant is consideration for a supply for VAT purposes, the Grant shall be treated as inclusive of any VAT.
- 4.11 The estimated dates for claiming Instalments and estimated amounts for each Instalment are set out at Table 1 below.

Table 1 - Claims for Instalments of the Grant

Claim Period	Expected amount of Aggregated Instalments
Xxx	xxx
xxx	xxx

5. The Applicant's Obligations in relation to the Works

5.1 Consents

The Applicant shall:

- 5.1.1 procure that all necessary Consents for the activity (including the Planning Permission where applicable) are obtained and shall, if requested by the Council, produce to it such documents or copies of such documents as may reasonably require to demonstrate satisfaction of this obligation; reasonably require to demonstrate satisfaction of this obligation;

- 5.1.2 procure that at all times throughout the Project all Consents are complied with.

5.2 Works

Where the project involves the refurbishment of existing property or new build, the Applicant shall:

- 5.2.1 use all its best endeavours to procure that the Works are commenced promptly and shall procure that they are carried out and completed:

- 5.2.1.1 with due diligence and expedition;

- 5.2.1.2 in a good and workmanlike manner;
- 5.2.1.3 using good quality materials of their several kinds;
- 5.2.1.4 to adoptable standards (where the subject matter of the Works are capable of public adoption and are intended to be so adopted);
- 5.2.1.5 in accordance with:
 - (a) the Planning Permission and all conditions attaching thereto; and
 - (b) all statutory agreements and Consents; and
 - (c) all Law and any enforceable codes of practice of the local authority which shall affect the execution and completion of the same; and
 - (d) the requirements of any water gas or electricity authority; and
 - (e) the Works Contract(s); and
 - (f) the other terms of this Grant Agreement;
- 5.2.1.6 by the Works Longstop Date (subject to any extension of time agreed in writing by the Council);
- 5.2.2 provide to the Council (if requested) a complete and certified copy of the Works Contract(s) and all professional appointments, the final certificate and the certificate of completion of making good defects (or equivalent certificate) under the Works Contract(s) in each case within 10 Working Days of the relevant contract appointment or certificate;
- 5.2.3 procure completion of such statutory agreements as may be required in relation to the Works;
- 5.2.4 procure that the Council shall (entirely at its own risk) be at liberty at reasonable times (and where not prohibited by the Works Contract(s)) on giving not less than two Working Days' prior written notice to enter upon the relevant parts of the Property for the purpose of viewing the state and progress of the Works and to inspect and view the materials and workmanship thereof but the following conditions shall be observed by the Council in respect of every such entry:
 - 5.2.4.1 on the occasion of any such visit the visitors shall jointly report their presence to the Building Contractor immediately on entering;
 - 5.2.4.2 the visitors shall comply with all requirements or recommendations issued by insurers of the Works which have been notified from time to time to the Council and communicated to the visitors on the occasion of the Property visit;
 - 5.2.4.3 the visitors shall comply with all proper health and safety requirements given by the Building Contractor;

5.2.4.4 the visitors shall be accompanied by a representative of the Applicant and shall not interfere with or interrupt the progress of the Works nor give or attempt to give instructions to the Building Contractor or others relating to the Works but shall make all communications and any representations through the Applicant;

5.2.5 comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons undertaking the Works.

5.3 Monitoring

5.3.1 The Applicant shall closely monitor the delivery and success of the Project to ensure the aims and objectives of the Project are being met and that the terms of this Grant Agreement are being met. Regular monitoring will be undertaken and you must comply with all requests from the Council for information regarding the progress of the Project. This will include a project monitoring form to provide the information required for six monthly and annual returns to the Managing Authority. Failure to return the forms by the deadlines may result in loss of and/or delays to the Grant funding. The monitoring form will record information on expenditure and the progress being made towards delivery of the outputs as well as risk managements and communication/ publicity. In addition, you may be required to comply with an end of programme evaluation.

5.3.2 The Council shall be entitled to monitor or verify how any amount advanced under this Grant Agreement is used and how the Applicant meets the Outputs and the Applicant agrees to provide such monitoring information as the Council shall request in writing from time to time, including, but not limited to, evidence that the Grant has been used on Eligible Expenditure.

5.3.3 The Applicant shall maintain full and accurate accounts and documentary evidence for the Project on an open book basis and the Applicant shall permit the Council, and persons authorised by the Council, to inspect, audit and take copies of all reports, books, accounting records and vouchers which the Council reasonably considers relevant to the Project.

5.3.4 The Applicant shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least 6 (six) years following receipt of any Grant monies to which they relate.

5.3.5 Notwithstanding clauses 5.4.3 and 5.4.4 of this Grant Agreement, the Applicant shall follow and maintain an appropriate audit process for the Project.

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

- 5.3.7 The Applicant shall comply (or procure compliance (where applicable)) with all applicable public procurement and Subsidy Control Law in force in England and Wales, any measures implementing the same and any other legislation in connection with the procurement of the Project and/or Works or Services and any ancillary or preliminary matters or any services in respect of which funding is to be provided by the Council (which for the avoidance of doubt shall include services which pre-date this Grant Agreement) and shall promptly provide any information which the Council may request in order to satisfy itself that the Applicant has done so and to further demonstrate value for money.
- 5.3.8 The Grant shall be shown in the Applicant's accounts as a restricted fund and shall not be included under general funds.
- 5.3.9 The Applicant shall on request provide the Council with a copy of its annual accounts within six months (or such lesser period as the Council may reasonably require) of the end of the relevant Financial Year in respect of each year in which the Grant is paid.
- 5.3.10 The Applicant shall provide the Council within 21 days of a request to do so with a financial report and an operational report on its use of the Grant and delivery of the Project and in such formats as the Council may reasonably require.
- 5.3.11 Where the Applicant has obtained funding from a third party for its delivery of part of the Project, the Applicant shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 5.3.12 The Applicant shall on request provide the Council with such further information, explanations and documents as the Council may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Grant Agreement.
- 5.3.13 The Applicant shall permit any person authorised by the Council such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Applicant's fulfilment of the conditions of this Grant Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 5.3.14 The Applicant shall if required provide the Council with a final report on completion of the Project which shall confirm whether the Project has been successfully and properly completed. The requirements of this final report will be provided to the applicant before project completion

5.3.15 If the Applicant has good reason to suspect Prohibited Actor any other misuse of any grant funding paid under this Grant Agreement, it must notify the Council immediately, explain the steps that are being taken to investigate the suspicion and keep the Council informed of the progress and outcome of the investigation.

5.4 Risk Register and Progress Reporting

The Applicant shall procure that:

- 5.4.1 a risk register is used by the Applicant as an integral reporting tool to keep the Council properly and fully apprised of the progress of the activity and the Project and advised of any programming or budgeting or delivery issues;
- 5.4.2 the Council is provided with copies of all progress reports regarding the activity from the date of this Grant Agreement to the date the last defects certificate is issued under the Works Contract(s), if applicable and addressing whether the activities remain:
 - 5.4.2.1 on time as against the latest milestone programme;
 - 5.4.2.2 within budget;
 - 5.4.2.3 without any variation to the risk analysis of the Risk Register (and supplying at each progress meeting an update of the Risk Register and providing any necessary explanation of any changes made to the Council's reasonable satisfaction);
 - 5.4.2.4 meeting professional client side quality standards;
 - 5.4.2.5 in accordance with the Contract(s) as applicable;

6. Repayment / Termination

- 6.1 The Council may vary or withhold the Grant (or any part thereof) and / or require repayment of the Grant (or any part thereof) and any Subsidy Control, (plus interest calculated in accordance with clause 6.3), if:
 - 6.1.1 repayment or recovery is required under Subsidy Control law; and/or
 - 6.1.2 the Council is otherwise required to repay or recover such Grant payments/Subsidy Control in whole or in part by the UK Government; and/or
 - 6.1.3 the Council has reasonably requested information and or documentation from the Applicant and this has not been provided to the Council within the timescales reasonably required.
- 6.2 The Council may terminate this Grant Agreement and/or cease further payments of the Grant and/or demand repayment of the Grant in full or in part where:

- 6.2.1 the Applicant fails to perform and/ or observe any provision of this Grant Agreement including, but not limited to:
- (a) the activity not being carried out;
 - (b) the activity not being carried out in accordance with the Contract(s).
- 6.2.2 the Applicant commits a Prohibited Act, or a Prohibited Act is committed by any of the Applicant's employees, agents or advisers;
- 6.2.3 the Grant (or any part of it) is used for any purpose other than Eligible Expenditure on the Activities;
- 6.2.4 the Applicant fails to achieve any Output;
- 6.2.5 an encumbrancer takes possession or a receiver or administrative receiver or manager or sequestrator is appointed of the whole or any part of the Applicant's interest in any or all of the Property or any part of the undertaking assets or revenues of the Applicant or a distress or other process is levied or enforced upon any of the whole or any part of the Applicant's interest in the any or all of the Property or any of the assets rights or revenues of the Applicant and any such action is not lifted or discharged within 14 days; or
- 6.2.6 a petition is presented (other than a petition which, in the opinion of the Council, is frivolous or vexatious or which is withdrawn or stayed within 14 days) to, or any order is made by, any competent court for the appointment of an administrator in relation to the Applicant; or
- 6.2.7 the Applicant is, or is adjudicated or found to be, insolvent or stops or suspends payment of its debts or is (or is deemed to be) unable to or admits inability to pay its debts as they fall due or proposes or enters into any composition or other arrangement for the benefit of its creditors generally or proceedings are commenced in relation to the Applicant under any law regulation or procedure relating to reconstruction or adjustment of debts; or
- 6.2.8 the Applicant ceases or threatens to cease to carry on the whole or a substantial part of its business;
- 6.2.9 any secured funder takes any steps to enforce their security or notifies the Applicant that it intends to do so;
- 6.2.10 the Applicant has used any part of the Grant for anything other than Eligible Expenditure or where the project involves a property, has used the Property or part of the Property for anything other than the Permitted Use or has

disposed of the Property or part of the Property, in each case prior to the Expiry Date, except where the Council has consented in writing in advance to such Disposal or change of Permitted Use;

- 6.2.11 the Applicant provides or has provided the Council with any materially misleading or inaccurate information;
- 6.2.12 the Applicant has breached or breaches any law or regulation in connection with anti-competitive practices.
- 6.2.13 the Applicant is, in the reasonable opinion of the Council, delivering the Project in a negligent manner; in this context negligence includes but is not limited to failing to prevent or report fraud or corruption;
- 6.2.14 the Applicant obtains duplicate funding from a third party for the Project other than as agreed by the Council pursuant to clause 10.1.
- 6.2.15 the Applicant obtains funding from a third party which, in the reasonable opinion of the Council, undertakes activities that are likely to bring the reputation of the Project or the Council into disrepute;
- 6.2.16 the Council determines (acting reasonably) that any employee of the Applicant has:
 - (i) acted dishonestly or negligently at any time during the term of this Grant Agreement; or
 - (j) taken actions which unfairly bring or are likely unfairly to bring the Council's name or reputation into disrepute. Actions include omissions in this context.
- 6.3 On termination of this of this Grant Agreement the Applicant will provide financial and narrative reports (including invoices and receipts) within thirty (30) days of receiving written notification of termination up to the date of such termination.
- 6.4 In the event of a change of UK government or in policy direction, this Grant Agreement may be terminated by the Council with immediate effect by notice in writing (such notice period as the Council determines will be reasonable by reference to all the circumstances of the case).
- 6.5 Any Grant payments required to be repaid in accordance with clause 6.1 of this Grant Agreement shall bear interest as required under Subsidy Control law.
- 6.6 All Grant repayments shall be paid in sterling in cleared funds into the Council's bank account as the Council may notify to the Applicant from time to time.

7. The Applicant's Obligations

7.1 The Applicant must make all reasonable endeavours to meet the following Outputs (see Table 2 below) in accordance with the agreed timescales and shall provide such evidence to the Council as they shall require of the Applicant's actions, using the Claim and Monitoring Form:

Table 2 – Project Outputs -Amend as appropriate

Output	Number	To be Achieved by

7.2 The Applicant shall provide details on the actual Outputs that are reported to the Council, as set out in the Claim and Monitoring Form.

7.3 The Applicant shall also This shall include: **Delete where not applicable**

7.3.1 working in partnership with.

7.3.2 acting in good faith to support.

7.3.3 providing facilities and/or resources for.

7.4 The Applicant shall complete the activity by the Longstop Date and shall notify the Council in writing as soon as it becomes aware of any possible delay or defect or other issue with the Project or Outputs which means they will or may not be delivered as envisaged by this Grant Agreement.

7.5 Where applicable, as soon as reasonably practicable after the date of this Grant Agreement the Applicant shall make the necessary application to HM Land Registry to register the following restriction against the Applicant's title to the Property:

'No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the Council.

Or

7.5 On the date of this Grant Agreement the Applicant shall grant a legal charge (in the form attached at Appendix 3) of the Property to the Council.

7.6 Prior to the Expiry Date:

7.6.1 the Applicant shall not Dispose of its interest in the Property (in whole or in part) or change the Permitted Use of the Property without the prior written agreement of the Council (not to be unreasonably withheld or delayed).

7.6.2 it shall be a condition of any agreement granted under clause 7.5.1 that any disponent shall contemporaneously with such Disposal enter into a deed of covenant with the Council to observe and perform the Applicant's obligations under this Grant Agreement (mutatis mutandis) until the Expiry Date in such form as the Council may reasonably require and the Applicant must ensure that upon any Disposal of the Property or any part of the Property any disponent enters into such deed of covenant.

8. Indemnities

8.1 The Applicant shall indemnify the Council and the Council in full against any expense, liability, loss or proceedings arising:

8.1.1 under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Council or otherwise as a result of the Activities; and/ or

8.1.2 any claim by any third party arising out of or in the course of or caused or contributed to by the Project and/or this Grant Agreement or otherwise through the default or negligence of the Applicant or any breach by the Applicant of the terms of this Grant Agreement

9. Publicity

9.1 The Applicant shall:

9.1.1 acknowledge the Towns Fund grant in its annual report and accounts or other equivalent reports, including an acknowledgement of the Council as the source of the Grant

9.1.2 acknowledge support from the Council in all publicity and marketing material including press releases, social media, public presentations, signage and hoardings regarding the Project as approved by the Council in accordance with the Council and Towns Fund Branding and Communications Guidelines for Capital Projects and using the templates provided by the Council (to be provided separately);

- 9.1.3 incorporate the following wording – ‘This Project has been supported by City of Lincoln Council through the Towns Fund’, and use the Council logo and HM Government logo wherever possible (to be provided separately);
- 9.1.4 as far as may be reasonable, acknowledge the receipt of the Grant from the Council in such manner as the Council may from time to time reasonably require, to enable the Council to publicise their involvement in the Project;
- 9.1.5 notify the Council in advance, at least 2 weeks if possible, of landmark events and key milestones so they may contact government to invite ministers, where appropriate, and prepare potential quotes from the Ministry of Housing, Communities and Local Government.

10 Third Party Funding

- 10.1 Where the Applicant intends to apply to a third-party for other funding for the Project, it will notify the Council in advance of its intention to do so and, where such funding is obtained, it will provide the Council with details of the amount and purpose of that funding.
- 10.2 The Applicant agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Council is funding in full under this Grant Agreement.
- 10.3 Where the Grant with the additional funding for the Project is such that total funding available for the Project exceeds the total cost of the Project, the Council and any third-party will share in the benefit of this proportionately according to the size of the grant and the additional funding committed to the Project.
- 10.4 The Applicant agrees to prioritise the use of any Third-Party Funding prior to spending the Grant in accordance with this Grant Agreement.

11 Intellectual Property Rights

- 11.1 The Council and the Applicant agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology and any other Intellectual Property Rights whatsoever owned by either the Council or the Applicant before the Commencement Date or developed by either party during the period this Grant Agreement is in force, shall remain the property of that party.
- 11.2 Where the Council has provided the Applicant with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Applicant, shall on termination of the Grant Agreement, cease to use such Intellectual Property Rights immediately and either return or destroy such Intellectual Property Rights as requested by the Council.

12 Dispute Resolution

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

12.2 to the extent that the parties are unable or unwilling to resolve the said dispute or disagreement the parties shall attempt in good faith to resolve the dispute or disagreement through an alternative dispute resolution procedure as agreed by them using one of the following options:

12.2.1 an expert adviser if the dispute relates to professional issues;

12.2.2 a mediation service if the dispute relates to the terms and conditions of this Grant Agreement

13 Confidentiality

13.1 Subject to clause 14 (Freedom of Information), each party shall during the term of this Grant Agreement and thereafter keep secret and confidential all Confidential Information disclosed to it as a result of the Grant Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Grant Agreement or save as expressly authorised in writing by the other party.

13.2 The Applicant may disclose the Council's Confidential Information to its employees who are directly involved in the implementation of the Project and who need to know the information. Where it makes such a disclosure the Applicant will ensure that such employees are:

13.2.1 aware of and comply with the confidentiality obligations under this Grant Agreement; and

13.2.2 do not use any of the Council's Confidential Information that is received for purposes other than the implementation of the Project and in line with this Grant Agreement.

13.3 Clause 13 does not apply to information which:

13.3.1 is or becomes generally available to the public other than as a result of a disclosure by a party in breach of this Grant Agreement;

- 13.3.2 is already known to the receiving party (as evidenced by written records) at the time of its disclosure and was not otherwise acquired by the receiving party under any responsibilities of confidentiality;
- 13.3.3 is at any time after the date of this Grant Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party;
- 13.3.4 is a requirement of law placed upon the party making the disclosure by an order of a court of competent jurisdiction or in order to comply with requirements including but not limited to the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR);
- 13.4 Nothing in this Grant Agreement will prevent the Council from disclosing the Applicants confidential information:
- 13.4.1 to the Managing Authority or any other UK central government department;
- 13.4.2 to any person engaged by the Council or any person authorised to scrutinise the Council's activities by conducting an assurance or other review of the Project.
- 13.4.3 for the purpose of the examination and certification of the Applicant's accounts;
- 13.4.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Council has used its resources.
- 13.5 In accordance with the UK Government's transparency agenda the Council and the Applicant hereby agree that nothing in this Grant Agreement shall prevent the Council from publishing any payments made by the Council to the Applicant under the terms of this Grant Agreement.
- 14 Freedom of Information
- 14.1 The Applicant acknowledges that the Council is subject to the requirements of the FOIA and the EIR and agrees to assist and co-operate with the Council (at their own expense) to enable the Council to comply with its information disclosure obligations.
- 14.2 The Applicant shall and shall procure that its sub-contractors:
- 14.2.1 transfer any request for information to the Council as soon as practicable after receipt and in any event within two working days of receiving a request for information.

- 14.2.2 provide the Council with a copy of all information in its possession or power in the form that the Council requires within five working days (or such period as the Council may specify) of the Council requesting that information; and
- 14.2.3 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
- 14.3 The Council shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure under the FOIA and/or EIR or is to be disclosed in response to a request for information.
- 14.4 In no event shall the Applicant respond directly to a request for information unless expressly authorised to do so by the Council.
- 14.5 The Applicant acknowledges that the Council may be obliged under the FOIA and/or EIR to disclose information:
- 14.5.1 without consulting the Applicant where it has not been practicable to achieve such consultation; or
- 14.5.2 following consultation with the Applicant and having taken its views into account

15 Data Protection

- 15.1 The Council and the Applicant are each Data Controllers for the purposes of any processing arising from their respective obligations under this Grant Agreement, including ensuring such Protective Measures are in place.
- 15.2 The parties shall comply with their respective obligations under the Data Protection Legislation, including in relation to data retention.
- 15.3 The Applicant shall also inform the Council where it suffers a Data Loss Event and keep it informed as to the mitigations and measures in place to deal with the matter, including any direction issued by any supervisory body.

16 Insurance

- 16.1 The Applicant will ensure that it has such insurance in place as is necessary for the normal conduct of its activities. Where it is necessary for the Applicant to purchase additional insurance cover in order to perform its obligations under this Grant Agreement, the Applicant will ensure that it has all relevant insurance in place prior to the start of the grant funding period.

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

17 Anti-Discrimination

17.1 The Applicant shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, gender reassignment, religion, disability, sexual orientation, age or otherwise) in employment.

17.2 The Applicant shall take all reasonable steps to secure the observance of clause 17.1 by all servants, employees or agents of the Applicant and all suppliers and sub-contractors engaged on the Project.

18 Modern Slavery

18.1 The Applicant shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations, and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

18.2 The Applicant shall take all reasonable steps to secure the observance of clause 18.1 by all servants, employees or agents of the Applicant and all suppliers and sub-contractors engaged on the Project.

19 Miscellaneous

19.1 Nothing in this Grant Agreement shall constitute a partnership or joint venture between the Council or the Applicant or constitute the Applicant as the agent for the Council for any purpose whatsoever.

19.2 The Applicant shall not say or do anything which may pledge the credit of or otherwise bind the Council or that may lead any other person to believe that the Applicant is acting as the Council.

19.3 If the Applicant establishes a management group to run the Project, the Applicant shall ensure that the Council has the right to have a representative attend any board meetings or steering group meetings of the parties involved in the Project for the life of the Grant.

19.4 If the Council issues any certificate, determination or notification of a rate or any amount payable under this Grant Agreement, it shall be conclusive (in the absence of manifest error) evidence of the matter to which it relates and shall contain reasonable details of the basis of determination.

- 19.5 Any amendment to this Grant Agreement shall be in writing and signed by, or on behalf of, each party.
- 19.6 Any waiver of any right or consent given under this Grant Agreement is only effective if it is in writing and signed by the waiving or consenting party. It shall apply only in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- 19.7 No delay or failure to exercise any right under this Grant Agreement shall operate as a waiver of that right.
- 19.8 Rights and remedies under this Grant Agreement are cumulative and do not exclude any other rights or remedies provided by law or otherwise.
- 19.9 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Grant Agreement under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions.
- 19.10 If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification as is necessary to give effect to the commercial intention of the parties.
- 19.11 This Grant Agreement may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document.
- 19.12 A person who is not a party to this Grant Agreement cannot enforce, or enjoy the benefit of, any term of this Grant Agreement under the Contracts (Rights of Third Parties) Act 1999 save that the Council may enforce any provision of this Grant Agreement. The rights of the parties to rescind or vary this Grant Agreement are not subject to the consent of any other person.
- 19.13 This Grant Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England.
- 19.14 The parties to this Grant Agreement irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Grant Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 19.15 The Council accepts no liability for any consequences, whether direct or indirect, that may arise from the Applicant running the Project, the use of the Grant or withdrawal of the Grant.

- 19.16 The Applicant shall at all times comply with all relevant law, legislation and regulatory guidance in relation to the Grant, the Project and the Activities and cooperate with the Council to the fullest extent permissible to enable the Council's compliance with its obligations under all relevant law, legislation and regulatory guidance which applies to the provision of grant funding under this Grant Agreement
- 19.17 The Applicant shall at all times comply all obligations imposed on it as an employer by the Employment Rights Act 1996, the Trade Union and Labour Relations (Consolidation) Act 1992, the Employment Relations Act 1999, the Equality Act 2010 and the Working Time Regulations 1998.
- 19.18 The Applicant may not assign, transfer, sub-contract or in any other way make over to any third party the benefit and / or burden of this Grant Agreement.

20. Duration

20.1 Except where otherwise specified, the terms of this Grant Agreement shall apply from the date of this Grant Agreement for so long as any Grant monies remain unspent by the Applicant or until the Expiry Date, whichever is longer.

20.2 The Applicant shall be entitled to remove the restriction referred to at clause 7.5 above after the Expiry Date.

Or

20.2 The ability of the Council to enforce a Legal Charge shall fall away on the Expiry Date and the Council shall remove any reference to the Legal Charge registered against the property at the Land Registry within 1 month of the Expiry Date.

This Grant Agreement has been entered into as a deed on the date stated at the beginning of it.

21. Maintaining an Asset Register (delete where security for grant will be achieved through a restriction or charge on the property)

- 21.1 The Applicant must maintain a register of Assets whether owned by the Applicant or by third parties (the "Register").
- 21.2 The Applicant must submit the Register to the Council as soon as reasonably practicable after the date of this Grant Agreement. The Applicant shall notify the Council of any changes to the Register and ensure that it is kept up to date. The Register shall be reviewed (and re-submitted to the Council) at least annually.
- 21.3 Where an Asset is removed from the Register by reason of a sale (or other disposal for value) the Applicant shall notify the Council of the value of the sale proceeds net of VAT.

- 21.4 Where an Asset because of write-down no longer has a book value above or equal to £5,000 or it is no longer of use to the Applicant it may be removed from the Register.
- 21.5 Where an Asset is disposed of, the Council will be entitled to a reimbursement of a proportion of the Grant, equivalent to a pro-rata percentage of the value of the Asset or the purchase price paid for the property. The percentages are set out in the following table:

Date of sale, disposal or transfer following most recent grant payment	Amount of proceeds to which the Council is entitled
Within 12 months	100%
Within 24 months	80%
Within 36 months	60%
Within 48 months	40%
Within 60 months	20%

21.6 The Council may waive its right to repayment as set out above in its absolute discretion.

This Grant Agreement has been entered into as a deed on the date stated at the beginning of it.

Executed as a Deed by affixing)
 The Common Seal of)
Applicant Title/Name)
 In the presence of:)

.....
 Authorised Officer:

The **Common Seal** of)
City of Lincoln Council was)
 affixed to this deed)
 in the presence of:)

.....
 Authorised Officer:

Appendix 1
Claim and Monitoring Form

DRAFT

Appendix 2
Property Plan

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Appendix 3
Head of Terms offer for Lincoln Town Deal and annex 'Projects within scope of the
Town Deal'


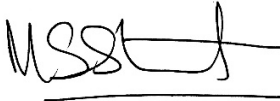
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Lincoln Made Smarter

Project Confirmation Table					
Project Name: Lincoln Made Smarter					
Date: 31.3.21					
Towns Fund ask (£ million)					
1.2900					
Match funding total, breakdown and status (secured/applied for/not yet applied for)					
1.05					
Expected outputs and outcomes					
<ul style="list-style-type: none"> • 20 jobs created • 30 businesses supported • 30 businesses supported to access IDT • GVA uplift of £6.51m 					
Plan for addressing key conditions					
N/A					
Fast tracked project (yes or no)					
No					
Capital/revenue split					
100% revenue.					
Nominal Financial Profile (£ million) *excludes accountable body / consultancy fees					
2020/21	2021/22	2022/23	2023/24	2024/25	2025/26
0.00000	0.00000	0.34000	0.45000	0.50000	0.00000
Signature of Town Deal Board Chair and accountable body's Chief Executive Officer or S151 Officer					
					
Jaclyn Gibson, Chief Finance Officer (S151)		Professor Mary Stuart, Town Deal Board Chair			

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Lincoln Town Deal

Stage 2: Detailed Business Case

All projects selected to be taken forward as part of the Lincoln Town Deal needs to complete a project business case. Your business case should capture the rationale for investing in the project, how it fits into the overall strategic context of Lincoln's development, as well as the benefits it will deliver. Your business case should also explain how the project will be financed, procured and managed.

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.

This business case template is based around the Green Book five case model. The five cases in the Green Book are:

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

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 – of how the project is going to be delivered

Proportionality needs to be considered and the level of detail required in each of these cases needs to be proportionate to the scale of funding required for the proposal. Key questions that need to be considered in determining the level of detail required include:

- Size of project
- Whether the project is of regional or national significance,
- Whether the project is particularly complex or innovative
- Whether your organisation has experience of delivering similar projects

Please seek guidance from your Accountable Body contact on the level of detail expected in your business case.

Part 1 – Introduction

Project Name			
Project Location	(please include site plan as appendix)		
Site ownership			
Planning Application Ref			
Total Project Value (£)		Town Funding Sought (£)	

Lead Applicant	
Applicant Address	
Main Contact Person	
Contact Email	

Executive Summary
Please provide an introduction to your project, its contribution to the Lincoln Investment Plan and a summary of the Business Case

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)
Capital				
Revenue				
Totals				

2.4 Vision and Objectives

Please provide the overall vision for the project

Please set out the SMART Objectives for the project (specific, measurable, achievable, realistic and time-bound)

2.5 The Proposed Investment

Please provide a description of the project – the specific activities that will be undertaken

Where will the project take place?

What are the expected outputs and outcomes?

Who are the beneficiaries of the project?

What are the expected impacts of the project for the different beneficiaries?

2.6 Risks, Constraints and Dependencies

Please set out the key risks, constraints and dependencies of the project, the probability, impact and mitigation approach to each

Risk, Constraint or Dependency?	Description	Owner	Probability (High, Medium or Low)	Impact (High, Medium or Low)	Mitigation

Part 3 – The Economic Case

<p>3.1 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).</p>
<p>3.2 Options Assessment Please outline all options that have been considered, the option assessment process, and specify the rationale for discounting alternatives The options analysis must include a 'do nothing' / 'do minimum' option Why was the preferred option chosen?</p>
<p>3.3 Preferred Option Please describe the Preferred Option and identify how this aligns with the objectives set out in the Strategic Case.</p>

--

3.4 Assessing the Options
Please provide a summary of the overall Value for Money of each of the options considered including the ‘do nothing’ option. This should include reporting of Benefit Cost Ratios and a consideration of:
Additionality – what the project will deliver above and beyond what would happen anyway
Displacement – whether the proposed intervention lead to a reduction in economic activity elsewhere
Leakage – whether any of the expected benefits will be felt outside of the City

--

3.5 Assessment Methodology
Please describe the approach used to assess the impacts of the scheme, describing both the quantitative and qualitative methods used

--

3.6 Inclusive Growth: What difference/ impacts (positive or negative) will your project have in terms of promoting equality, diversity, inclusion and human rights?
The Lincoln Towns Fund Programme needs to follow the Public Sector Equality Duty. In this respect, please explain how your project will eliminate discrimination, advance quality of opportunity, and foster good relations between different people. Further guidance can be found here: <https://townsfund.org.uk/resources-collection/meeting-the-public-sector-equality-duty?rq=equalities>

Please also complete the Equality Impact Assessment at Appendix B

3.7 Explain how the bid aligns to and supports the UK Government policy objectives, legal and statutory commitments in relation to delivering Net Zero carbon emissions and improving air quality.

You may find it useful to refer to the Lincoln Sustainable Toolkit which can found at: <https://spark.adobe.com/page/Ap3p9fYrHWHFf/>

3.8 For capital projects, please explain how environmental legislation is being considered and adhered to as part of your projects.

How is Environmental Impact Assessment (EIA) and Habitats Regulations Assessment (HRA) has or is being addressed through your project. Please see more guidance here: <https://townsfund.org.uk/resources-collection/addressing-your-planning-eia-and-hra-needs-in-your-business-case>

3.9 Wider Impacts

Please describe what other non-monetised impacts the project will have, and provide a summary of how these have been assessed.

Part 4 – The Financial Case

4.1 Project Budget

Please provide a breakdown of the project costs by year.

	Year 1 20/21	Year 2 21/22	Year 3 22/23	Year 4 23/24	Year 5 24/25	Total
i) Capital						
Total Capital						
ii) Revenue Costs						
Total revenue						
Total Project Costs						

4.2 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.

Please explain how risk has been factored into the costs

--

4.3 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.

--

4.4 Funding

Please provide a breakdown of the sources of funding for the project. Annual totals must match those set out at 4.1

	Year 1 20/21	Year 2 21/22	Year 3 22/23	Year 4 23/24	Year 5 24/25	Total
i) Capital						
Town Deal						
Please specify match source						
Total Capital						
ii) Revenue Costs						
Town Deal						
Please specify match source						
Total revenue						
Total Town Deal Funding						
Total Match Funding						

4.5 Affordability

Please set out the current position with regards the funding available to the project
Is all match funding confirmed, to you have a full funding package in place?
Are you able to proceed with the project once this Business Case is approved?

Part 5 – The Commercial Case

5.1 Demand

What evidence do you have of demand for the project? Have you undertaken any consultation or market analysis / testing to provide evidence of market demand?

5.2 Viability / Sustainability

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.

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5.3 Procurement
Please set out your procurement approach for the project.
Why has this approach been selected?
How does it provide best value for money?
Does social value form part of the procurement strategy?

--

7.2 What evidence can you provide that processes meet, or will meet, the public procurement requirements, including:

- Advertising contract opportunities to the market; and
- Evaluating bids in an open transparent and non-discriminatory manner.

--

5.4 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. Please explain how the project will be delivered in line with Subsidy Control as per UK Government Guidance
<https://www.gov.uk/government/publications/complying-with-the-uks-international-obligations-on-subsidy-control-guidance-for-public-authorities>



Part 6 – The Management Case

6.1 Project Management and Governance

Please set out how the project will be managed

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.

6.2 Approvals and escalation procedures

Specify the reporting and approval process for the project for example, how will key decisions be agreed / signed off?

6.3. 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			
Site acquisition / secure tenure			
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

6.4 Risk management strategy

Please describe the risk management strategy for the project

6.5 Please outline the financial management and control systems that would be used for the project, including the process for compiling and authorising claims for payment?

6.6 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

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

This will be subject to further guidance from government

6.8 Outputs: Please set out in the embedded spreadsheet, the projected outputs of the project and when you expect these to be achieved? Some outputs are mandatory, please complete these plus details of other outputs your project deliver, referencing Appendix A.



TOWN DEAL
OUTPUT INDICATOR

6.9 Please describe the rationale and assumptions you have made in establishing the outputs above. This must link clearly to the project's activity and objectives. Please explain your method for calculating the target levels

6.10 Please set out the outcomes you expect the project to deliver – referencing Appendix A

6.4 Monitoring and Evaluation

Please outline how the project will gather and assess evidence of outputs and outcomes. Please set out your evaluation plan and timescales and how this feed this into the overall evaluation of the Lincoln Town Deal.

Part 7 – Supporting Information

7. Supporting documents checklist		
Where applicable, please submit the following documents with your Business Case		
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 in line with the TIP submission 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 before a funding agreement can be put in place	
Explanation of match funding arrangements and estimated timescale for approval	We 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 and / or project delivery structure Also, for delivery partners, if applicable.	
Applicant’s procurement policy if available	Note that public procurement rules supersede organisation’s procurement policy	

7. Supporting documents checklist

Other	Any other key, relevant, documents you consider should be submitted including project feasibility studies and impact assessments.	
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Appendix A

The table below outlines the interventions in scope for the Towns Fund. For proposed interventions, towns will need to align with:

- **Outputs:** This sets out the kinds of intervention outputs that will be considered acceptable.
- **Alignment:** We would expect interventions to align with each of the policies and programmes listed, where these apply to your town.
- **Outcomes:** This lists the acceptable outcomes that we would expect to flow from your chosen interventions. Towns will be required to clearly demonstrate, through a Theory of Change (with supporting evidence and assumptions clearly set out), how your proposed projects will deliver one or more of the outcomes in the table below.
- **Outcome indicators:** These are the indicators that will be used to set targets and measure progress and determine whether the outcomes have been delivered.

	Outputs	Alignment	Outcomes	Outcome indicators
Local transport	<ul style="list-style-type: none"> • New, revived, or upgraded train and tram lines and stations • New or upgraded road infrastructure • More frequent bus services or infrastructure upgrades e.g. digital bus shelters 	<ul style="list-style-type: none"> • Beeching reversals and fund for rail improvements • Local Transport Plans • Transforming Cities Fund projects • Policies on low carbon and air quality • Local Industrial Strategy 	<ul style="list-style-type: none"> • Improved affordability, convenience, reliability, and sustainability of travel options to and from places of work • Improved affordability, convenience, reliability, and sustainability of travel options to and 	<ul style="list-style-type: none"> • Average time taken to travel to work by usual method of travel • Commuter flows • Number of trips by purpose and main mode • Vehicle flow

	Outputs	Alignment	Outcomes	Outcome indicators
	<p>with Real Time information.</p> <ul style="list-style-type: none"> • New or upgraded cycle or walking paths. • Wider cycling infrastructure such as cycle parking. 	<ul style="list-style-type: none"> • Transforming Cities Fund projects • National transport plans and associated strategies e.g. HS2 growth plans • £250 million emergency active travel fund • Local Growth Fund 	<p>from places of interest (especially shops and amenities)</p> <ul style="list-style-type: none"> • Reduced congestion within the town • Enhanced high street and town centre experience that prioritises the health, safety and mobility of pedestrians 	
Digital connectivity	<ul style="list-style-type: none"> • Provision of specialist digital technologies to meet the needs of specific sectors • Infrastructure to support 5G or full fibre connectivity, where this is appropriate for the LA role, and with a clear outline of how proposals do not duplicate other national programmes and initiatives 	<ul style="list-style-type: none"> • 5G testbeds and trials • Local Full Fibre Networks Programme • Industrial Strategy Challenge Fund 	<ul style="list-style-type: none"> • Increased utilisation of digital channels, by businesses, to access and/or supply goods and services • Increased ability for individuals to work remotely/flexibly 	<ul style="list-style-type: none"> • Internet access and usage by businesses • Perceptions of the place by businesses • 5G coverage • Number of people who work remotely at least some of the time • Broadband speeds

	Outputs	Alignment	Outcomes	Outcome indicators
Urban regeneration, planning and land use	<ul style="list-style-type: none"> Remediation and/or development of abandoned or dilapidated sites Delivery of quality residential or commercial space in key locations (town centres, gateway areas, employment sites) Delivery of new public spaces 	<ul style="list-style-type: none"> Future High Streets Fund projects or other relevant government regeneration schemes Local Industrial Strategy High Streets Heritage Action Zones via Historic England, Transforming Places Through Heritage via the Architectural Heritage Fund Youth Investment Fund Local Growth Fund 	Enhanced townscape that is more attractive and more accessible to residents, businesses and visitors	<ul style="list-style-type: none"> Perceptions of the place by residents/businesses/visitors Land values
Arts, culture and heritage	<ul style="list-style-type: none"> New, upgraded or protected community centres, sports or athletics facilities, museums, arts venues, theatres, libraries, film facilities, prominent landmarks or historical buildings, parks or gardens New, upgraded or protected community hubs, spaces or assets, where this links to local inclusive growth 	<ul style="list-style-type: none"> Discover England Fund High Streets Heritage Action Zones via Historic England, Transforming Places Through Heritage via the Architectural Heritage Fund Cultural Development Fund Arts Council National Lottery Project Grants Arts Council Creative People and Places Local Growth Fund Coastal Community Fund Coastal Revival Fund 	<ul style="list-style-type: none"> Improved arts, cultural and heritage offer that is more visible and easier for residents/visitors to access 	<ul style="list-style-type: none"> Number of visitors to arts, cultural and heritage events and venues Perceptions of the place by residents/visitors

	Outputs	Alignment	Outcomes	Outcome indicators
Skills infrastructure	<ul style="list-style-type: none"> • Increase in capacity and accessibility to new or improved skills facilities • Availability of new specialist equipment • Increased and closer collaboration with employers • Increase in the breadth of the local skills offer that responds to local skills needs • Increased benefit for the public education over the long term 	<ul style="list-style-type: none"> • Local skills plans. • Skills Advisory Panels • Further Education Capital fund (<i>details to be confirmed</i>) • T Level Capital Fund • Local Growth Fund • The Adult Education Budget (devolved to MCAs/delegated to GLAs) • National Careers Service • Where appropriate, Opportunity Areas and Opportunity North East • Local Digital Skills Partnerships • JCP Network (including the flexible support fund) • ESF investment • Youth Investment Fund • Cultural Development Fund • Civic University Agreements • National DfE policies including T-levels, apprenticeships, and Institutes of Technology 	<ul style="list-style-type: none"> • Increased share of young people and adults who have relevant skills for employment and entrepreneurship 	<ul style="list-style-type: none"> • Number of new learners assisted • % of learners gaining relevant experience/being 'job ready' (as assessed by employers) • % of working-age population with qualifications

	Outputs	Alignment	Outcomes	Outcome indicators
Enterprise infrastructure	<ul style="list-style-type: none"> • Increase in the amount (and diversity) of high-quality, affordable commercial floor space • Increase in the amount of shared workspace or innovation facilities • Other schemes to support enterprise and business productivity and growth • Programmes of grants to local SMEs or employers in key sectors 	<ul style="list-style-type: none"> • Local Industrial Strategy • DIT international trade advisors and associated activity • DIT Capital Investment work • DIT Export Strategy • DIT Foreign Direct Investment support • Enterprise zones, business improvement districts etc 	<ul style="list-style-type: none"> • Increased number of enterprises utilising high quality, affordable and sustainable commercial spaces • Increased number of start-ups and/or scale-ups utilising business incubation, acceleration and co-working spaces 	<ul style="list-style-type: none"> • Business counts • Number of enterprises utilising high quality, affordable and sustainable commercial spaces • Number of start-ups and/or scale-ups utilising business incubation, acceleration and co-working spaces • Business births, deaths and survival rates

Name of project:	
Project objectives: (describe the project's aim as it relates to protected characteristics)	<i>[Note: N/A if no protected characteristics are directly targeted.]</i>

Consideration	Protected Characteristics (Part 1)				
	Age	Disability	Gender reassignment	Marriage and civil partnerships	Pregnancy and maternity
Baseline situation <i>(describe only where different to the national average, or where otherwise relevant)</i>					
Assessment text <i>(summary of how the proposed project affects the protected characteristic)</i>					
Is the effect positive/negative/mixed? <i>(add an explanation)</i>	+VE / M / -VE	+VE / M / -VE	+VE / M / -VE	+VE / M / -VE	+VE / M / -VE
If the effect is negative or mixed:					
Is the effect significant? <i>(add an explanation)</i>	Y / N	Y / N	Y / N	Y / N	Y / N
What embedded mitigation does the project contain?					
What residual significant effects remain?					
Is there an in-combination effect across multiple protected characteristics (across both Part 1 and Part 2 of the assessment table)? <i>(e.g. the proposed project has minor effects across several protected characteristics which, when considered together, have a more significant impact)</i>					
What action is required? Who will be accountable for it? <i>(this could include further mitigation measures or re-prioritisation of projects)</i>					

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Consideration	Protected Characteristics (Part 2)				
	Race	Religion or belief	Sex	Sexual orientation	'Family Test' (if used)
Baseline situation <i>(describe only where different to the national average, or where otherwise relevant)</i>					
Assessment text <i>(summary of how the proposed project affects the protected characteristic)</i>					
Is the effect positive/negative/mixed? <i>(add an explanation)</i>	+VE / M / -VE	+VE / M / -VE	+VE / M / -VE	+VE / M / -VE	+VE / M / -VE
If the effect is negative or mixed:					
Is the effect significant? <i>(add an explanation)</i>	Y / N	Y / N	Y / N	Y / N	Y / N
What embedded mitigation does the project contain?					
What residual significant effects remain?					
Is there an in-combination effect across multiple protected characteristics (across both Part 1 and Part 2 of the assessment table)? <i>(e.g. the proposed project has minor effects across several protected characteristics which, when considered together, have a more significant impact)</i>					
What action is required? Who will be accountable for it? <i>(this could include further mitigation measures or re-prioritisation of projects)</i>					

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Lincoln Town Deal
Project Monitoring Report

Project Name:	
Claim Period:	

1. The Project

1.1 Project Delivery

Please provide an update regarding the progress/ delivery of the project. Please provide any details/ explanations for over/ underperformance against the business case and the GFA. For capital projects please provide an update on the physical progress of the scheme.

1.2 Milestones

Please tell us whether:

- You are anticipating any changes to the milestones as set out in the Grant Funding Agreement?
- Do you expect any other delays with the project (not mentioned above), if so why, and what impact will this have on the delivery of the project?

1.3 Project Changes/ Developments

Please tell if there have been, or are likely to be, any changes to the project (in addition to anything mentioned above) compared to what was set out in the Business Case and the GFA. This could include:

- Changes to the vision or objectives of the scheme
- Changes in project partners/ new stakeholders coming on board
- Changes to how the project is being delivered

1.4 Summary of Planned Activities for the Next Claim Period

Please provide details of the future activities planned for the next claim period.

1.5 Risks

Please provide details on any significant risks faced by the project and how these are being mitigated.

2.0 Finances

Please complete the required Financial Annex provided as part of the GFA.

2.1 Financial Performance

Please provide an update on the financial performance of the project, including:

- Any changes to the way the funding is being spent compared to what was set out in the Business Case and GFA
- Any reasons for under/ over performance

2.2 Match Funding

Please provide a brief update on the match funding position for the project, including:

- Any changes to the match funding profile set out in the Business Case and the GFA
- Any new sources of match funding

Please complete the table below to show the current match funding financial position. *Please list each match funder separately in a new row.*

Type of Funding	Match Funder	Match Funding received this claim period (£)	Cumulative Total to date (£)	Contracted Value (£)
Public/ Private/ Third Sector <i>(delete as appropriate)</i>	<i>(name of match funder to be inserted)</i>			
Public/ Private/ Third Sector <i>(delete as appropriate)</i>	<i>(name of match funder to be inserted)</i>			
<i>Please add or delete rows as needed</i>				
Total				

3.0 Outputs and Impacts

The table below sets out the outputs for the project as set out in the GFA. *Note: to be populated by CLC and tailored to each project following completion of Business Case/ GFA.*

Please complete the table to show the outputs achieved in the last claim period, the cumulative outputs achieved to date and the balance left to be achieved. Please also provide a brief description of how each output has been achieved, for example for jobs created, what are these jobs and how have they been created.

CORE Outputs Phase 2	Total contracted outputs as set out in GFA	Outputs claimed this grant period	Cumulative claimed to date	Balance to claim	Brief description of how the output has been achieved
The number of temporary jobs (FTE) supported during project implementation	N/A				
The number of full-time equivalent (FTE) permanent jobs created	<i>To be completed by CLC post Business Case and GFA</i>				
The number of full time equivalent (FTE) permanent jobs safeguarded	<i>To be completed by CLC post Business Case and GFA</i>				
Total user numbers/ visitors/ increased footfall	<i>To be completed by CLC post Business Case and GFA</i>				
<i>TBC post Business Case/ GFA</i>	<i>To be completed by CLC post Business Case and GFA</i>				
<i>TBC post Business Case/ GFA</i>	<i>To be completed by CLC post Business Case and GFA</i>				

3.1 Additional Outputs and Outcomes

In addition to those reported above, has your project achieved any other outputs or outcomes?

3.2 Inward Investment

In addition to the outputs that the project has reported, has your project generated or attracted any inward investment into the area? This could include businesses locating near to your facility as a direct result of the investment, new shops/ retail attracted as a result of public realm investment, or new homes being developed as a result of new road infrastructure projects?

3.3 Social Impact

Please tell us about any social impacts that the project has had, including:

- Any community activities/ volunteering opportunities/ learning/ apprenticeships etc
- Any other social impacts achieved by the project
- Any mechanisms employed on the project to promote equality, diversity and human rights
- Any lessons of good practice to share with other schemes?

3.4 Carbon Reduction/ Environmental Impacts

Please tell us a little about how the project has supported/ achieved carbon reductions, or is working to reduce its environmental impacts. Do you have any lessons of good practice to share with other schemes?

4.0 Partnerships and Local Engagement

Please tell us about any other partnerships/ community collaborations and local engagements that the project has established. Tell us about any benefits that this has brought, and how this will help to support and guide the project.

5.0 Additional Project Information

Please feel free to provide any other relevant information or details with regards to the project.

6.0 Authorisation

Report completed by:

Designation:

Date:

Signed:

Approved by:

Designation:

Date:

Signed:

Lincoln Town Fund Programme: Assurance Framework

May 2021

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.**
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. **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.**
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

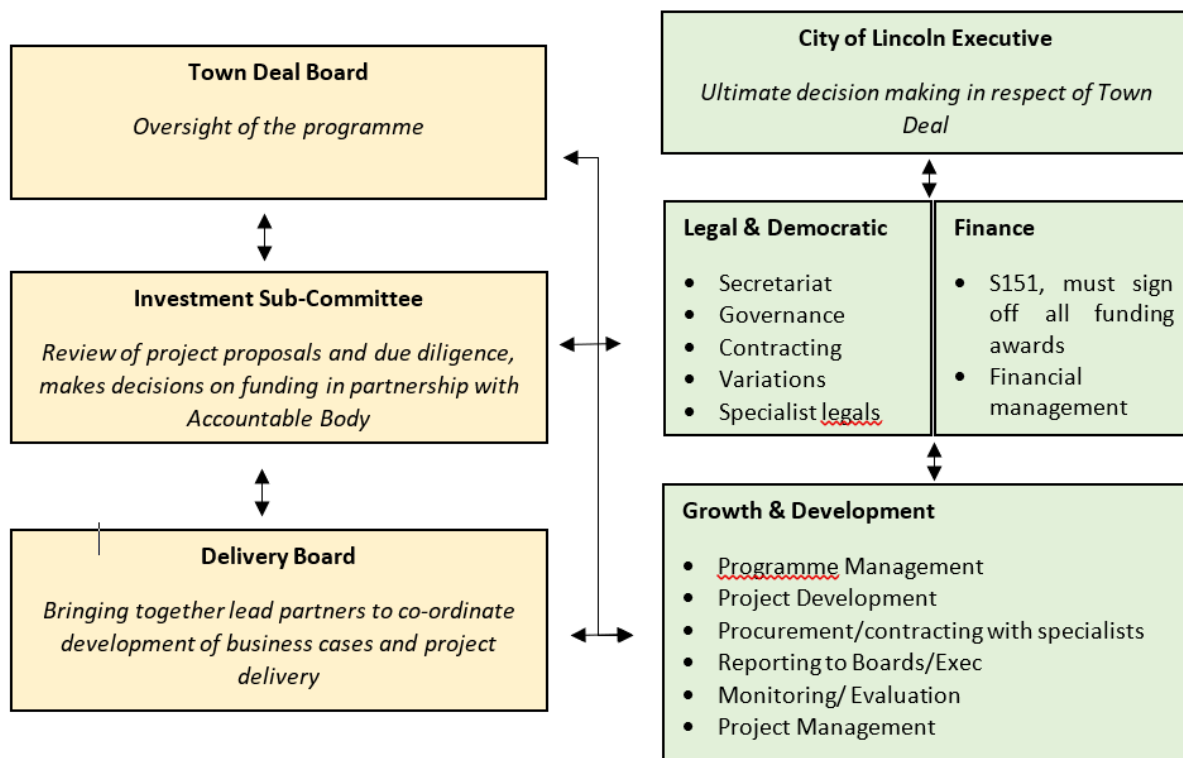
14. At its Executive meeting on 26 October 2020, the City of Lincoln Council agreed to continue to act as the accountable body for the Town Fund Programme. MHCLG Guidance dated 16th December states that the accountable body will be accountable for implementing the Town Deal. In adopting this role, the 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
- Maintain regular contact with the local Town Fund lead at MHCLG
- Ensure the Town Fund lead is kept up to date with progress, particularly of any potential project change requests
- Commission due diligence of all business cases

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.

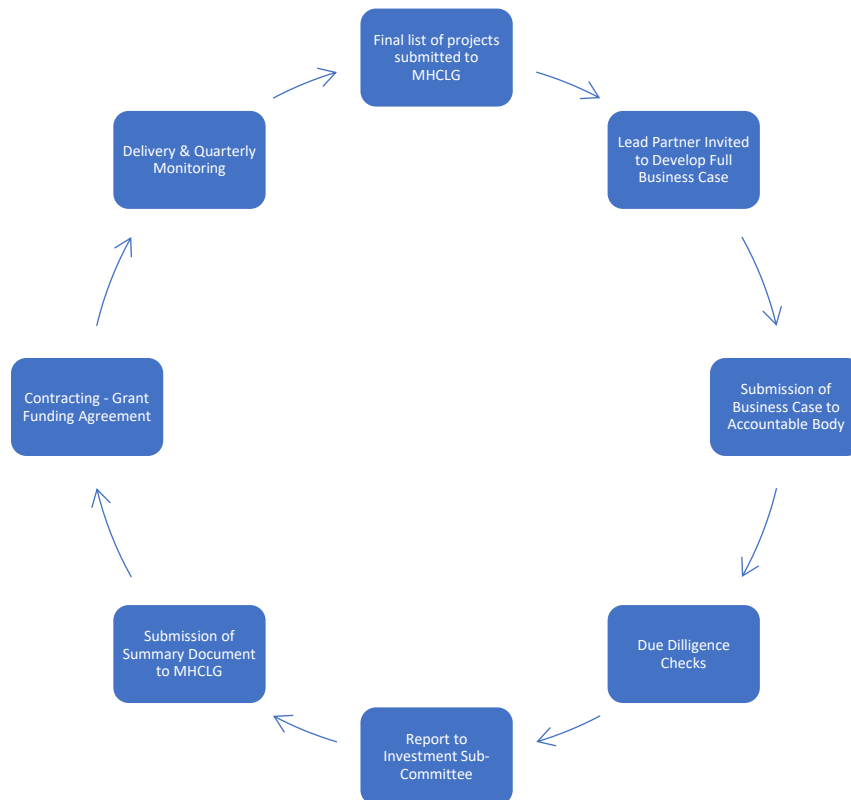
24. The Investment Plan is subject to approval by Government and to a formal Heads of

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, by 22nd May 2021.**
26. Thereafter, project leads will be required to develop a full Green Book compliant business case in the agreed business case template 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. A business case template has been developed based on the methodology developed by the Greater Lincolnshire LEP and edited to take account of Town Deal specific guidance. **The template is included in Appendix 5.**

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 level of detail required in each of these cases needs to be proportionate to the scale of funding requested. The Accountable Body will provide guidance on the level of detail expected.
35. 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

36. 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.
37. 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

38. The due diligence process will be an independent appraisal, subject to external tender and appointment by the Accountable Body.
39. Following the due-diligence process and advice from an accountancy firm, projects will be classified by the independent appraisers as:
 - Ready to proceed
 - Ready to proceed, pending limited additional information
 - Not ready to proceed / requiring significant additional information

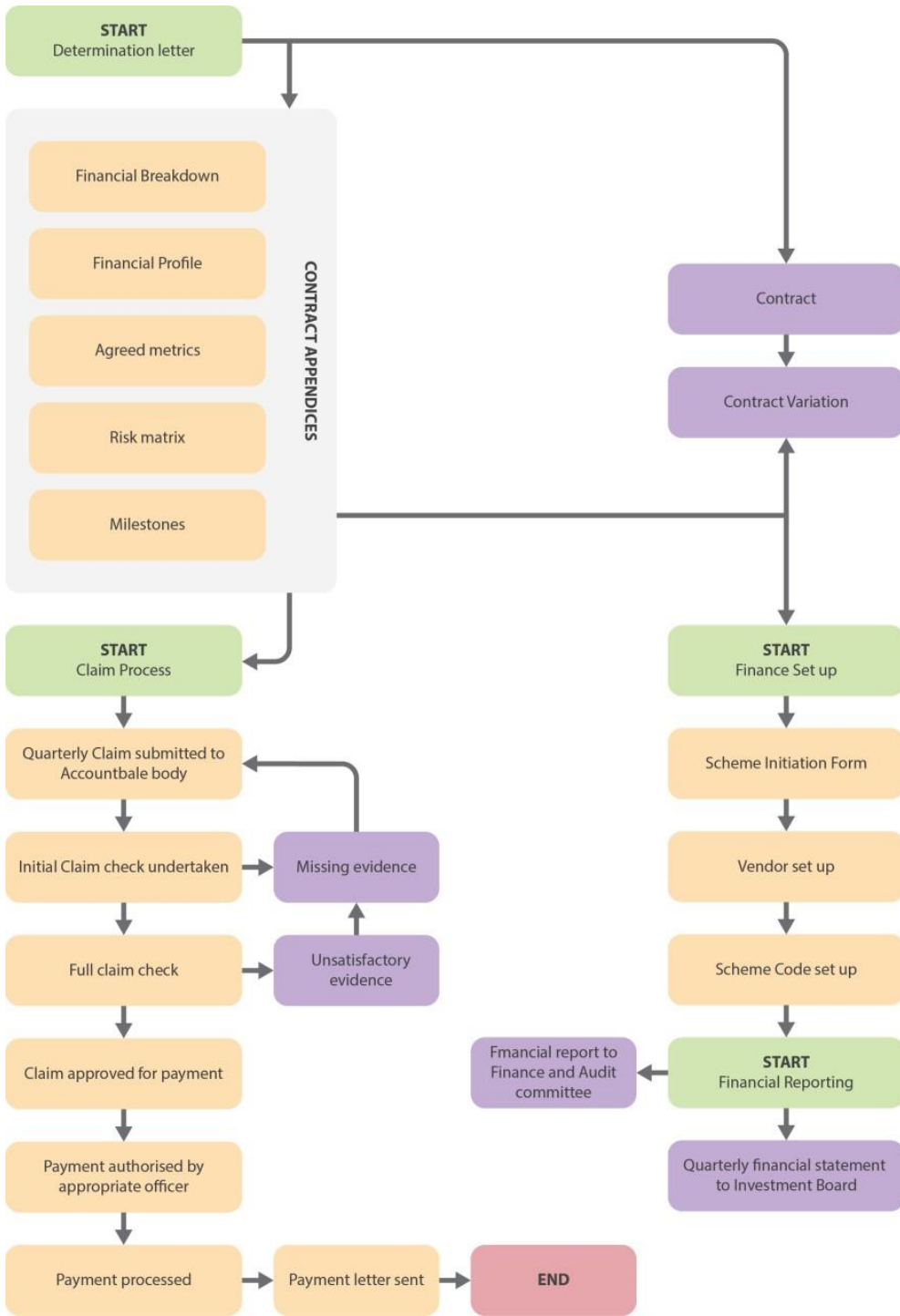
Decision

40. The Investment Sub-Committee will be convened on a quarterly basis or as the need dictates to formally approve project business cases.
41. As a minimum, it is proposed that 3 representatives must be present to sign off business cases.
42. Due diligence reports must be reviewed by the Accountable Body. They will then be presented to the Investment Sub-Committee with a final recommendation whether to approve the business case. The Investment Sub-Committee will then formally decide whether to approve or defer a scheme for further information.
43. The sub-committee will have authority to approve full business cases which pass the due-diligence and Accountable Body checks provided that the overall Town Fund 'ask' is within the ring-fenced allocation for the project (within the 2-month submission). If the 'ask' is significantly greater than the ring-fenced allocation, the decision shall be referred to the Town Board to consider in the context of the impact on the overall programme.
44. Once business cases have been signed off by the Investment Sub-Committee (or Town Board where point 43 applies), a summary document must be submitted to Government that outlines the details of the business case before funding can be released.

Contracting & Claims

45. The diagram on the following page indicates the process for contracting and claims.

46. 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.
47. (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. Projects may be required to provide baseline data for monitoring purposes as requested by MHCLG.
43. The Accountable Body will meet with Lead Partners once they are contracted to explain claiming procedures and reporting.
44. 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.
45. Funding recipients will provide 6-monthly monitoring claims to the Accountable Body, completing progress report information and spend/output updates on each claim. These will be required by 31st October for the preceding 6-month period April-September and by 30th April for the preceding 6-month period from October – March. More frequent monitoring may be required by the Accountable Body for certain schemes. Where a project is unable to financially cover its costs in the first 6-month period, an advance payment may be authorized, subject to approval by the Investment Sub-Committee.
46. Monitoring claims will cover – financial information, monitoring data, delivery progress, procurement.
47. 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.
48. 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.
49. The Accountable Body will review progress against outputs and outcomes quarterly until all outputs have been achieved.
50. 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.
51. 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).

52. It is expected that the Accountable Body will commission an independent evaluation of the overall programme.

Claw-back

53. The GFA will set out the conditions relating to the project and the responsibilities for all parties.
54. 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.
55. 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

56. 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.
57. 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

58. (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.

59. 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 – **Proposed Amendments May 2021**

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) (separate document)

Appendix 6 – Grant Funding Agreement (separate document – to be developed)

Appendix 1: Terms of Reference, Town Deal Board

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 6 members present-

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 a matter that is considered by the Board is one where a Board member, has a personal interest which becomes pecuniary, that member shall not be permitted to vote at the meeting and not take part in discussions.

8.4. 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.

Town Board: Voting Members April 2021

Name/Position	Organisation	Sector
Ric Metcalfe	City of Lincoln Council	Lead Council
Angela Andrews	City of Lincoln Council	Lead Council
Nicole Hilton*	Lincolnshire County Council	Upper Tier Authority
Richard Davies	Lincolnshire County Council	Upper Tier Authority
Karl McCartney	Lincoln Constituency MP	Lincoln Constituency MP
Lord Patrick Thomas Cormack	House of Lords	House of Lords
David Lewis*	Siemens	Engineering
Ursula Lidbetter	Lincolnshire Co-operative	Retail/High Street
Tim Chambers	Cool Data	Digital
Leo Scott Smith	Tended	Digital
Valerie Johnson	St Marks	Retail/High Street
Nick Warboys	Longhurst	Development
Edward Strange	Brewin Dolphin	Finance/investment
Liam Scully	Lincoln City FC	Community
Caroline Killeavy	YMCA	Community
Mary Stuart	University of Lincoln	Anchor Institution
Charlotte Goy	Visit Lincoln	Anchor Institution
Peter Neil	Bishop Grosseteste University	Anchor Institution
Gary Headland	Lincoln College	Anchor Institution
Group Captain Steve Kilvington	RAF Waddington	Anchor Institution
Marc Jones	Lincolnshire Police	Anchor Institution
Jacqui Bunce	NHS	Anchor Institution
Pete Holmes, BEIS to attend as Observer.		
Strategic Directors, Assistant Directors and Managers to attend to present to the Board as required.		
Representatives from other strategic partners will also be invited to attend when there is business relevant to them.		

*change of representative put forward by the organisation in April 2021

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.

Appendix 3: Draft Terms of Reference, Investment Sub Committee

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	

<p>4.1</p>	<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>	
<p>SECTION 5</p>	<p>SECURITIES</p>	
<p>5.1</p>	<p>Any interest in securities of an organisation under 1.1. where: -</p> <ul style="list-style-type: none"> (a) That body (to my knowledge) has a place of business or land in the area of the City of Lincoln ; and (b) Either – <ul style="list-style-type: none"> (i) The total nomination value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body; or (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</p>	<p>GIFTS AND HOSPITALITY</p>	

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 <i>(Capitals – in full)</i>	
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 We are basing the definition of a Non-Pecuniary interest on 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.)

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Sincil Bank

Project Confirmation Table
Project Name: Sincil Bank Regeneration – Transport Improvements
Date: 12.03.21
Towns Fund ask (£ million)
£3m
Match funding total, breakdown and status (secured/applied for/not yet applied for)
£0
Expected outputs and outcomes
<ul style="list-style-type: none"> • Reduced number of vehicles along Sincil Bank / Portland Street /Cross Street • Increased number of pedestrians and cyclists along Sincil Bank • One way system and traffic calming measures (Portland Street / Sincil Bank / Cross Street • 20 mph Zone and Residents only Parking Zone
Plan for addressing key conditions
<p>The plan to address the queries raised by MHCLG is set out below and involves updating the concept designs and costs, completing an updated risk and constraints review, updating the programme and completing an indicative benefits assessment. The actions relating to the MHCLG queries are as follows:</p> <ol style="list-style-type: none"> 1. <i>Quantified outcomes need to be specified for this project for it to be taken forward, in particular around walking and cycling element;</i> 2. <i>Provide a more detailed delivery plan (recognising that construction is not forecast to complete till 2024/25) that gives assurance that potential for slippage is being managed appropriately. The plan should cover delivery timeline and project milestones and risks, interdependencies and mitigation measures; and</i> 3. <i>Provide evidence that a clear analysis of costings has been carried out that shows a positive BCR.</i> <p>The plan to address the queries is as follows:</p> <ol style="list-style-type: none"> 4. Concept & Feasibility Design Development: As stated, the scheme is at an early stage of development and as a result it will be important to review and refine the concept designs. This will provide the basis for updating the costs, completing the risk review and developing a revised programme and includes the following tasks: <ol style="list-style-type: none"> a. Scope & Objectives: This will involve reviewing and where necessary updating the scheme objectives and scope ensuring that there is a common understanding of what it needs to achieve. Specifically, it will involve the following tasks: <ol style="list-style-type: none"> i. Reviewing the existing scheme proposals, scope and objectives; ii. Identifying any changes (including to related or dependent schemes) or issues that may affect the delivery of the proposals; iii. Updating and refining the scheme objectives where necessary; and iv. Developing an updated logic map detailing the issues, outputs and outcomes. b. Options Review: This will include reviewing the existing scheme concepts and alternative options. The aim will be to identify any opportunities to update and revise elements of the scheme; c. Options Appraisal & Prioritisation: To help identify the priority elements of the Sincil Bank scheme the following will be completed: <ol style="list-style-type: none"> i. Develop options appraisal multi-criteria appraisal tool; ii. Identify the appraisal and sifting criteria; and iii. Complete a high-level appraisal of the scheme elements identifying the priorities; and d. Concept Design Plans: The concept plans will be revised and the highways, landscape and walking and cycling proposals updated.

- 5. Risk, Dependencies & Constraints Review:** This will involve completing an updated risk review, identifying the dependencies and connected schemes and reviewing the constraints. This will aim to identify any significant feasibility and deliverability challenges. This will include the following tasks:
- Risk Register & Review Workshop:** Completing a full risk review of each scheme including developing a costed risk register, identifying the risk owners and mitigation measures; and
 - Dependencies & Constraints Identification:** This will involve identifying the key dependencies and constraints and potential impacts on the proposals, designs and programme.
- 6. Cost Review:** An updated cost review will be completed and opportunities for third party funding considered. This will involve:
- Updating the base cost, risk and inflation estimates based on the updated concept plans and risk review;
 - Identifying opportunities for third party and match funding. This will take into account the dependencies review and consider alternative / additional funding opportunities; and
 - Generating a revised funding profile based on the updated costs and match funding assessment.
- 7. Programme Update**
- The delivery programme will be updated taking into account the risk, dependencies and constraints review, the updated concept plans and Towns Fund requirements;
 - It will also review the business case programme and necessary statutory approvals through to delivery ensuring that these are fully accounted for in the delivery programme; and
 - Finally, it will provide details of the project milestones.
- 8. Outcomes & Benefits Review:** This stage will involve identifying and defining the scheme outcomes and benefits. This will involve the following tasks:
- Defining the key scheme benefits and outcomes (based on the logic map);
 - Identifying the baseline metrics;
 - Defining the forecast outcomes and indicators. This will consider using a number of different tools to define the potential impacts including the transport model outcomes from the Greater Lincoln Transport Model; and
 - Completing an indicative value for money review (based on the WSP Value for Money Tool).

Fast tracked project (yes or no)

No

Capital/revenue split

100% capital

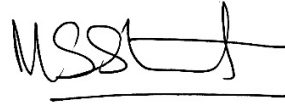
Nominal Financial Profile (£ million)

2020/21	2021/22	2022/23	2023/24	2024/25	2025/26
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Signature of Town Deal Board Chair and accountable body's Chief Executive Officer or S151 Officer




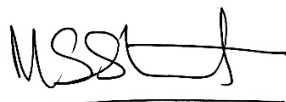
Jaclyn Gibson, Chief Finance Officer (S151)



Professor Mary Stuart, Town Deal Board Chair

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Store of Stories

Project Confirmation Table					
Project Name: Store of Stories					
Date: 31.03.21					
Towns Fund ask (£ million)					
£0.165m					
Match funding total, breakdown and status (secured/applied for/not yet applied for)					
£0.507m – income projected over 5 years					
£0.04m – secured start-up funding					
£0.467m – membership/donations and other funds, projection					
Expected outputs and outcomes					
<ul style="list-style-type: none"> • 480 fewer children in food poverty pa • 80% increase in perception of place • Provision of a new community asset and commercial space – food supermarket 					
Plan for addressing key conditions					
N/A					
Fast tracked project (yes or no)					
No					
Capital/revenue split					
100% capital					
Nominal Financial Profile (£ million)					
2020/21	2021/22	2022/23	2023/24	2024/25	2025/26
0.00000	0.16500	0.00000	0.00000	0.00000	0.00000
Signature of Town Deal Board Chair and accountable body's Chief Executive Officer or S151 Officer					
					
Jaclyn Gibson, Chief Finance Officer (S151)		Professor Mary Stuart, Town Deal Board Chair			

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Tentercroft Street

Project Confirmation Table
Project Name: Tentercroft Street Live-Work Hub
Date: 22.03.21
Towns Fund ask (£ million)
£0.3400
Match funding total, breakdown and status (secured/applied for/not yet applied for)
£0.0000
Expected outputs and outcomes
<p>Outputs and outcomes have been revised for the feasibility stage only as follows:</p> <ul style="list-style-type: none"> - Technical survey and feasibility work leading to the production of a detailed masterplan and design proposal to RIBA stage 3 - Stakeholder engagement plan/statement of community involvement, setting out the methods of engagement, number engaged and key outcomes to inform the design process - Full Business Case for the development and delivery phase - Submission of a planning application for phase 1 <p>Anticipated outcomes arising from the final development solution are then as follows:</p> <ul style="list-style-type: none"> - 10,730 sq ft increase in workspace - 1.5 acres; 52 apartments remediation of sites - 75 gross/ 35 net jobs created - GVA (present value) £13,683,258
Plan for addressing key conditions
<ul style="list-style-type: none"> • Commitment to provide results from stakeholder engagement: <ul style="list-style-type: none"> <i>Project funding will support masterplanning, detailed design and procurement of a development partner or alternative delivery solution to deliver the final scheme. As part of this process, the Council will engage a range of stakeholders in order to inform the optimal use of the site. An engagement strategy will form part of this brief and stakeholders will include:</i> <ul style="list-style-type: none"> - <i>key landowners</i> - <i>statutory consultees</i> - <i>funders</i> - <i>prospective developers</i> - <i>businesses</i> - <i>residents</i> - <i>community and wider groups and organisations</i> • Provide quantified outputs and outcomes that are realistic and can be attributed to the stakeholder engagement exercise that Towns Fund is being sought for <p>Proposed outputs will include:</p> <ul style="list-style-type: none"> - <i>Technical survey and feasibility work leading to the production of a detailed masterplan and design proposal to RIBA stage 3</i> - <i>Stakeholder engagement plan/statement of community involvement, setting out the methods of engagement and key outcomes to inform the design process</i>

- Full Business Case for the development and delivery phase
- Submission of Planning Application for Phase 1

Fast tracked project (yes or no)

Feasibility work can commence within 12 months but not the resulting development solution. This will commence within the term of the Town Deal Programme.

Capital/revenue split

100% capital

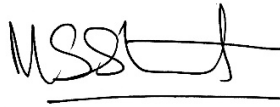
Nominal Financial Profile (£ million)

2020/21	2021/22	2022/23	2023/24	2024/25	2025/26
0.0000	0.050	0.240	0.050	0.00000	0.00000

Signature of Town Deal Board Chair and accountable body's Chief Executive Officer or S151 Officer


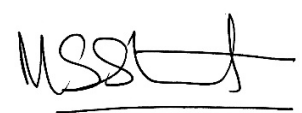


Jaclyn Gibson, Chief Finance Officer (S151)





Professor Mary Stuart, Town Deal Board Chair

Barbican

Project Confirmation Table					
Project Name: The Barbican Production & Maker Hub for Creative Industries					
Date: 31.3.21					
Towns Fund ask (£ million)					
£1.6m					
Match funding total, breakdown and status (secured/applied for/not yet applied for)					
Total cost now £3.290m (including revenue funding)					
Match = £1.690m as follows: LEP: £0.85m – applied for HAZ: £0.29m – secured					
Expected outputs and outcomes					
<ul style="list-style-type: none"> • 1200m2 commercial floorspace refurbished • 600m2 increase in the amount of shared workspace or innovation facilities • 20 start -up incubated over 3 yrs • 10% increase in perceptions of place year -on -year • Specialist production facilities made available • Serves critical need for spaces to enable the retention and growth of the creative sector in Lincoln (currently estimated at 3,000 businesses and 10,000 employees) • Provides the networking and collaborative environment necessary for growth - as a place and connection maker • gallery and events space to support creative industries in Lincoln 					
Plan for addressing key conditions					
N/A, no conditions included in HoT for this scheme.					
Fast tracked project (yes or no)					
No					
Capital/revenue split					
100% capital					
Nominal Financial Profile (£ million)					
2020/21	2021/22	2022/23	2023/24	2024/25	2025/26
0.00000	0.00000	0.30000	1.30000	0.00000	0.00000
Signature of Town Deal Board Chair and accountable body's Chief Executive Officer or S151 Officer					
					
Jaclyn Gibson, Chief Finance Officer (S151)		Professor Mary Stuart, Town Deal Board Chair			

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The Hive

Project Confirmation Table					
Project Name: The Hive					
Date: 31.03.21					
Towns Fund ask (£ million)					
£1.00					
Match funding total, breakdown and status (secured/applied for/not yet applied for)					
£8.8m					
Numerous Funding Streams are currently being sourced:					
1. Homes England					
2. Historic England					
3. YMCA Investment					
4. Lincoln College Investment					
5. Investors in Lincoln Investment					
6. PCC Investment					
7. Numerous other public funding streams					
Expected outputs and outcomes					
<ul style="list-style-type: none"> • Regeneration of redundant asset • Provision of new homes, workspace, learning space • Restoration of key gateway sites, generating jobs and spend to support the City Square • Delivery of 65 new housing units • Increase in the breadth of the local skills offer that responds to local needs – 450 people trained (in first 3 years) • Increase in the amount of shared workspace and innovation facilities – 615 sq. Metres • Increase in the amount of affordable commercial workspace – 350 sq. metres 					
Plan for addressing key conditions					
N/A					
Fast tracked project (yes or no)					
No					
Capital/revenue split					
100% capital					
Nominal Financial Profile (£ million)					
2020/21	2021/22	2022/23	2023/24	2024/25	2025/26
0.00000	0.50000	0.50000	0.00000	0.00000	0.00000
Signature of Town Deal Board Chair and accountable body's Chief Executive Officer or S151 Officer					
					
Jaclyn Gibson, Chief Finance Officer (S151)		Professor Mary Stuart, Town Deal Board Chair			

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Wigford Way

Project Confirmation Table
Project Name: Wigford Way
Date: 12.5.21
Towns Fund ask (£ million)
£0.34m
Match funding total, breakdown and status (secured/applied for/not yet applied for)
£0
Expected outputs and outcomes
<p>Before the County Council can fully commit to the delivery of all the indicative outputs listed below, a client brief will need to be provided on behalf of the Town Board.</p> <p>The brief will need to include details of the following:</p> <ul style="list-style-type: none">• Project Summary• Location Plan• Planning Considerations• Expected Key Deliverables• Expected Delivery Dates/Programme• Assumptions• Known Risks/Considerations <p>This will enable the County Council officers to prepare a detailed task and fee estimate to ensure that all the expected outcomes can be delivered within the identified Towns Fund budget of £340,000.</p> <p>It should be noted that at this stage the County Council are unable to confirm if the Towns Fund budget of £340,000 is sufficient to cover the cost to deliver the indicative outputs listed below. Once the Town Board provide a client brief we will be able to provide a task and fee estimate.</p> <p>Indicative Outputs:</p> <ul style="list-style-type: none">• Technical survey and feasibility work leading to the production of a detailed masterplan and design proposal to RIBA stage 3.• Stakeholder engagement plan/statement of community involvement, setting out the methods of engagement, number engaged and key outcomes to inform the design process.• Production of a Full Business Case for the development and delivery phase, including detailed outputs and outcomes.• Submission of a planning application for phase 1 (if required).
Plan for addressing key conditions
<p>The Wigford Way Public Realm improvements are at an early stage of development and currently at the concept design stage. The plan to address the queries raised by MHCLG is set out below and involves completion of the client brief, undertaking a review of the proposals, developing the concept plans to detailed design and costs, completing an updated risk and constraints review, reviewing the match funding opportunities and updating the programme. The actions relating to the MHCLG queries are as follows:</p>

- *Provide a more detailed delivery plan (recognising that completion is not due until 2023/24) that gives assurance that potential for slippage is being managed appropriately. The plan should cover delivery timeline and project milestones and risks, interdependencies and mitigation measures;*
- *Provide details of overall funding including match secured; and*
- Quantified outcomes need to be specified for this project for it to be taken forward.

The next immediate steps and tasks have been considered and set out in further detail below:

- 1. Client Brief:** identify costs associated with delivery of the indicative outputs.
- 2. Concept & Feasibility Design Development:** As stated, the scheme is at an early stage of development and as a result it will be important to review and refine the concept designs. This will provide the basis for updating the costs, completing the risk review and developing a revised programme. This stage will include the following tasks:
 - a. Scope & Objectives:** This will involve reviewing and where necessary updating the scheme objectives and scope ensuring that there is a common understanding of what it needs to achieve. Specifically, it will involve the following tasks:
 - i. Reviewing the existing scheme proposals, scope and objectives;
 - ii. Identifying any changes (including to related or dependent schemes) or issues that may affect the delivery of the proposals;
 - iii. Updating and refining the scheme objectives where necessary; and
 - iv. Developing an updated logic map detailing the issues, outputs and outcomes.
 - b. Options Review:** This will include reviewing the existing scheme concepts and alternative options. This will identify any opportunities to update and revise elements of the scheme;
 - c. Options Appraisal & Prioritisation:** To help identify the priority elements of the Wigford Way scheme the following will be completed:
 - i. Develop options appraisal multi-criteria appraisal tool;
 - ii. Identify the appraisal and sifting criteria; and
 - iii. Complete a high-level appraisal of the scheme elements identifying the priorities; and
 - d. Concept Design Plans:** The concept plans will be revised and the highways, landscape and walking and cycling proposals updated.
- 3. Risk, Dependencies & Constraints Review:** This will involve completing an updated risk review, identifying the dependencies and connected schemes and reviewing the constraints. This will aim to identify any significant feasibility and deliverability challenges. This will include the following tasks:
 - a. Risk Register & Review Workshop:** Completing a full risk review of each scheme including developing a costed risk register, identifying the risk owners and mitigation measures; and
 - b. Dependencies & Constraints Identification:** This will involve identifying the key dependencies and constraints and potential impacts on the proposals, designs and programme.
- 4. Cost & Funding Opportunities Review:** An updated cost review will be completed and opportunities for third party funding considered. This will involve:
 - a. Updating the base cost, risk and inflation estimates based on the updated concept plans and risk review;
 - b. Identifying opportunities for third party and match funding. This will take into account the dependencies review and consider alternative / additional funding opportunities; and
 - c. Generating a revised funding profile based on the updated costs and match funding assessment.
- 5. Programme Update**

- a. The delivery programme will be updated taking into account the risk, dependencies and constraints review, the updated concept plans and Towns Fund requirements;
- b. It will also review the business case programme and necessary statutory approvals through to delivery ensuring that these are fully accounted for in the delivery programme; and
- c. Finally, it will provide details of the project milestones.

6. Outcomes & Benefits Review: This stage will involve identifying and defining the scheme outcomes and benefits. This will involve the following tasks:

- a. Defining the key scheme benefits and outcomes (based on the logic map);
- b. Identifying the baseline metrics;
- c. Defining the forecast outcomes and indicators. This will consider using a number of different tools to define the potential impacts including the transport model outcomes from the Greater Lincoln Transport Model; and
- d. Completing an indicative value for money review (based on the WSP Value for Money Tool).

All of this work will be undertaken as part of the feasibility and design stage. This work will then support the opportunity to secure funding for the delivery of the project from an alternative source, given the limitations of the Town Deal funding envelope.

Fast tracked project (yes or no)

No

Capital/revenue split

100% capital

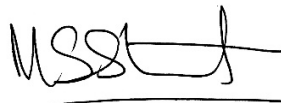
Nominal Financial Profile (£ million)

2020/21	2021/22	2022/23	2023/24	2024/25	2025/26
0.000	0.100	0.240	0.000	0.000	0.000

Signature of Town Deal Board Chair and accountable body's Chief Executive Officer or S151 Officer



Jaclyn Gibson, Chief Finance Officer (S151)



Professor Mary Stuart, Town Deal Board Chair

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Lincoln Town Deal

Stage 2

Final Project Selection

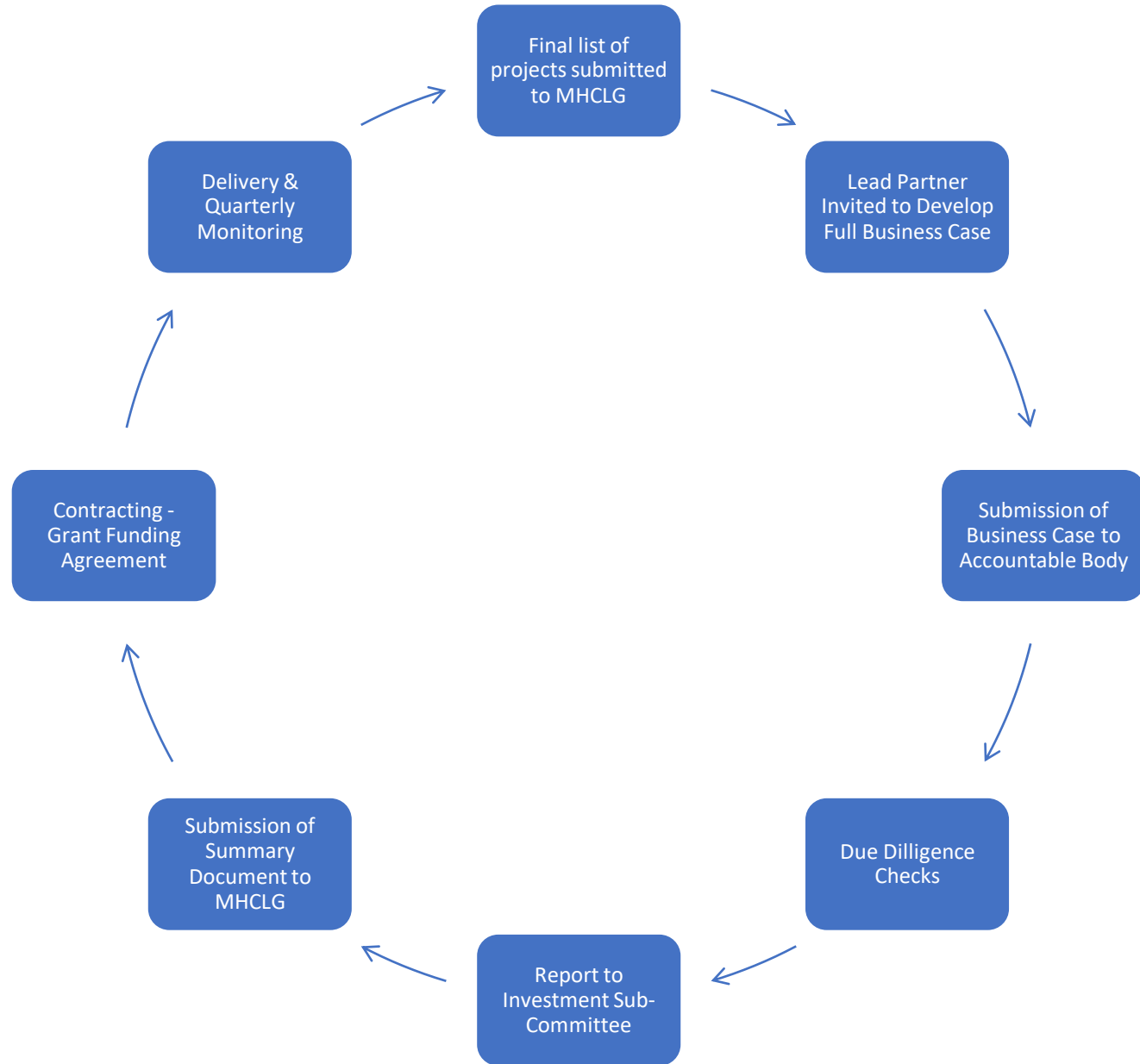
13 projects have been selected to proceed to Stage 2:

Project	Towns Fund £m
Lincoln Connected	1.483
Lincoln Made Smarter	1.290
Wigford Way/St. Mary's Street	0.340
Sincil Bank Green Corridor	3.000
Lincoln City FC Stadium and Community Redevelopment Projects	0.800
Hospitality Events & Tourism Institute (HEAT)	1.120
Lincoln Central Market and Vibrant Public Realm	5.900
Tentercroft Street	0.340
Drill Hall Development	1.000
Barbican Production & Maker Hub	1.600
Store of Stories (Food Supermarket)	0.165
Greyfriars	0.540
The Hive	1.000
Programme Management	0.420
Total	19.00

Process

Business Case Development & Approvals

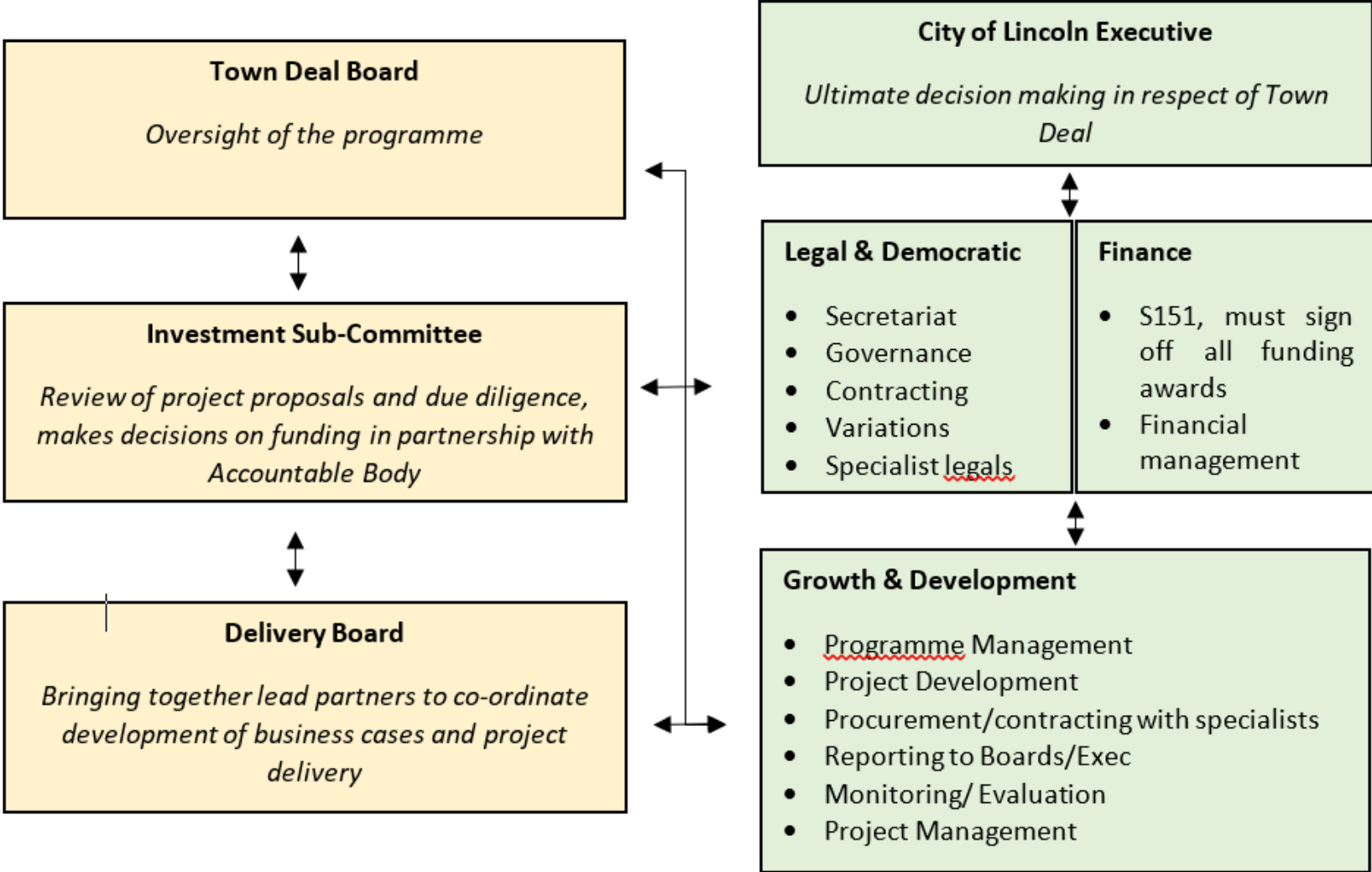
149



Proposed Timeline - next 12 months

Milestone	Date
Heads of Terms Accepted	22 nd March 2021
Town Board Decision – Stage 2 Selection	10 th May 2021
2 Month Submission to Government	22 st May 2021
Final Deadline for Approval/Submission of Full Business Cases	22 nd March 2022
Investment Sub-Committee Meetings (to approve business cases)	Proposed monthly from August 2021 (subject to Town Board approval)
Proposed Deadline for Project Leads to submit Full Business Cases to Accountable Body	Not later than 31 st December 2021
Final Deadline for Approval/Submission of Full Business Cases	22 nd March 2022

Roles & Responsibilities



Key Points

Responsibility for the development and drafting of the **final business case** will sit with the **lead partner for the project** in each case.

City of Lincoln will work with project leads to provide expert support where possible, subject to available funding.

Independent due diligence checks will be carried out on all business cases to support the City of Lincoln and the Investment Sub-Committee in its decision making.

Subject to business case approval, **City of Lincoln will be responsible for contracting and monitoring** the delivery of projects.

See **Assurance Document** for full details.

Current Board Structure

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Sector	Organisation/Sub-Sector	No. of Representatives
Lead Council	City of Lincoln	2
Upper Tier Authority	Lincolnshire County Council	2
Private Sector Companies	Retail	2
	Engineering	1
	Digital	2
	Development	1
	Finance	1
Community	YMCA	1
	LCFC	1
Anchor Institutions	University of Lincoln	1
	Bishop Grosseteste University	1
	Police	1
	NHS	1
	Lincoln College	1
	Visit Lincoln	1
	RAF Waddington	1

Investment Sub-Committee

Membership

- The members of the Committee & Chair shall be appointed by the Board
- Amended proposal for 8 members, with the structure to reflect that of the main Board – to be considered
- This is a proposed change from the previous proposal which was aligned to the LEP structure with 6 members, 3 private and 3 public

Decisions

- Proposed to have authority to approve full business cases which pass the due-diligence and Accountable Body checks provided that the overall Town Fund 'ask' is within the ring-fenced allocation
- If the funding 'ask' is significantly greater than the allocation, the decision shall be referred to the Town Board to consider in the context of the impact on the overall programme.

Terms of Reference, Investment Sub Committee

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 **8 members. The membership of the Committee shall reflect the membership of the Town Deal Board, including representatives from the private, public and community sectors.**
- 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

- 7.1. 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.

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