



NEWARK TOWN COUNCIL

Town Hall, Market Place, Newark, Nottinghamshire, NG24 1DU
Tel: 01636 680 333 ~ Fax: 01636 680 350
Email: post@newark.gov.uk ~ Website: www.newark.gov.uk

1st September 2015

Dear Councillor

DEVOLVED SERVICES COMMITTEE

The first meeting of the above Committee has been arranged for Monday 7th September. This is a reminder that at 6.30pm, prior to the formal Committee meeting, there will be a presentation on the overall Devolved Services Agreement, to which all Members are invited to attend.

The formal Committee business will start at around 7.45pm.

Yours sincerely

A handwritten signature in black ink, appearing to read 'A. G. Mellor', with a long horizontal stroke extending to the right.

Alan Mellor
Town Clerk

To: All Town Councillors



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DEVOLVED SERVICES COMMITTEE **MONDAY 7TH SEPTEMBER 2015**

Tuesday 1st September 2015

Dear Councillors

You are summonsed to attend a meeting of the Devolved Services Committee at 7.45pm on Monday 7th September. This will be held in the Council Chamber at the Town Hall.

Yours sincerely

A handwritten signature in black ink, appearing to read 'A. G. Mellor'.

Alan Mellor
Town Clerk



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DEVOLVED SERVICES COMMITTEE

MONDAY 7TH SEPTEMBER 2015

A G E N D A

1	Apologies for Absence		
2	Terms of Reference, Work Plan & Meeting Dates	Report Attached	Page 7
3	Newark Market Presentation	Report Attached	Page 37
4	Newark Market Budgets	Report Attached	Page 39

Committee Membership: Cllr R A Crowe
Cllr Mrs G Dawn
Cllr P Duncan (Vice-Chairman)
Cllr K Girling
Cllr D Hyde
Cllr D Jones
Cllr D Lloyd (Chairman)

DEVOLVED SERVICES COMMITTEE

SUBJECT:	TERMS of REFERENCE, WORK PLAN & MEETING DATES
REPORT BY:	TOWN CLERK

1. Recommendations

1.1 Members are asked to:

- (i) Agree the Terms of Reference for the Devolved Services Committee,
- (ii) Agree the proposed Work plan for this Committee,
- (iii) Agree the initial meeting dates for this Committee.

2. Terms of Reference

2.1 This Committee was established by the Town Council at its meeting held on 18th February 2015. This was the meeting that took the decision to accept the devolution package, the report which was submitted to the Town Council is attached at Appendix A for Members information, together with the approved minutes.

2.2 As Members will see the Town Council agreed to set up a new temporary Committee specifically to review the services transferred under the devolution package.

Set out below for Members consideration is a suggested remit for this Committee:

The **Devolved Services Committee** is a time limited Committee which has been set up to deal with the assimilation of services transferred to the Town Council under the Devolution Agreement. The following specific issues have been identified for consideration, the list may not be exhaustive:

- Review all assets transferred to the Town Council. Consider if any are surplus to requirements and what, if any, alternative uses are available.
- Review the budgets for all transferred services.
- Review the operational arrangements for all transferred services.
- Consider any changes to the level of service delivery.
- Set policies with regard to the future operation and management of services.
- Set charging policies for; the letting of parks. Market Rents and Public Conveniences charges.

2.3 Members are asked to consider the above proposal and approve the remit of the Committee with, or without, any changes.

2.4 It is anticipated that the work of this Committee is time limited and should be complete before the end of the current financial year.

When the initial work has been completed and the Town Council policies and strategies for them have been agreed, I would suggest that the responsibility for them can be

assigned to the Environment & Leisure Committee, or a re-named version of it.

3. Work Plan

3.1 It is suggested that the Committee considers each of the new service areas in detail. Initially this will take the form of a presentation from the current manager for that service.

This may need to be followed by site visits to the various locations included within each service area; this may be particularly relevant for Parks & Open Spaces and Environmental Improvement schemes.

3.2 It is proposed that the Committee considers the new services in the following order:

- (i) Newark Market
- (ii) Public Conveniences
- (iii) Parks & Open Spaces
- (iv) Environmental Improvement Schemes

4. Meeting Dates

4.1 It is suggested that the Committee initially meets on the following dates:

Monday 28th September at 6.30pm

Monday 5th October at 6.30pm

Monday 12th October at 6.30pm

Monday 19th October at 6.30pm

Further dates to be agreed by the Committee in due course.

5. Financial, Legal and Equality Issues

5.1 None

Background Papers:	Devolved Services Working Papers.
Lead Officer:	Alan Mellor Tel: 01636 684801 Email: alan.mellor@newark.gov.uk

Agenda Item No: 6

Committee Date: Wednesday 18th February 2015

TOWN COUNCIL

SUBJECT:	DEVOLVED SERVICES
REPORT BY:	TOWN CLERK

1. Recommendations

1.1 Members are asked to :

- (i) Consider whether or not to accept the devolution package as outlined in the report,
- (ii) To ensure that the transfer is implemented as seamlessly as possible it is agreed that the Town Clerk be given delegated authority, in consultation with the Leader of the Council and the Chairman of the Finance & Policy Committee, to take such decisions as may be necessary to facilitate the transfer of services contained in the agreed package,
- (iii) In the event that any of the transferred services require the employment of additional staff it is proposed that they be employed directly by the Town Council. This will enable any Employer Superannuation costs to be reduced as the Town Council's rate is significantly lower than that of the District Council,
- (iv) To consider setting up a new temporary Committee with the specific task of reviewing the new services which are being transferred to identify any possible changes which can make them more efficient or effective and also to ensure that they are delivering to the standard that is required by the Town Council. If Members agree with this proposal I would suggest that the appointments to it be included on the Agenda for the Mayor Making Town Council meeting which will be held on 17th May following the elections.

2. Background

2.1 In December last year the Town Council considered a report on the draft agreement to accompany the transfer of a package of additional services from the District Council. The following minute was agreed:

- (1) That Newark Town Council is supportive of the principle of devolving services to a local level and welcomes the opportunity to take a greater role in shaping place, services, and policy.
- (2) That the draft agreement and package proposed by Newark and Sherwood District Council is not acceptable in its present form, most especially due to incomplete information and a level of cost which is penal to any shared aspiration to deliver and enhance services in Newark Town.
- (3) That the Town Clerk and Leader of the Council be given authority to renegotiate the draft agreement with Newark and Sherwood District Council, by the end of the current financial year, with specific consideration being

given to:

- (4) A level of net cost to the Town Council which is less than currently proposed and recognises the need to invest capital and revenue in the services being devolved, and the ability of Newark Town Council to have a revenue position which enables positive partnership discussions with Local Authorities and community groups to further develop services in light of the Town Council having a greater complement of services and a more strategic role.
- (5) A full review of existing S106 agreements already signed off in Newark, the amounts therein, and the purpose of those and that *all* applicable monies be commuted to the Town Council. In addition to a concordat in the agreement that confirms a meaningful dialogue with the Town Council on all future S106 and CIL agreements.
- (6) Clarity of ownership on *all* assets that have been considered in early stages of the discussions and an agreement that those where ownership is uncertain or disputed, and where it is assumed that there is potential for capital receipts, be included in the agreement either with caveats on realising any capital (or a provision for immediate release to N&SDC whereupon a strategic use is realised) or that they be included once ownership is known (and the net cost of the agreement is re-profiled).
- (7) The agreement being rewritten, and repurposed, as stage 1 of a devolution agreement such that any discussions and review are ongoing and the process of devolution continues insofar as possible. That the agreement therefore also specifically details that discussions occur on: sports/play provision; museums and cultural services; car parking and enforcement; conservation, street furniture, and signage; ward and neighbourhood studies, and; all pertinent enforcement activities.
- (8) The agreement recognises relevant asset condition surveys and commutes more realistic levels of repairs/renewals such that those assets can be brought up to the necessary standard in the early years of the agreement before becoming the entire responsibility of the Town Council thereafter.
- (9) That specific reference is made to the use of the Charter for markets in Newark and how both parties will operate within this, and invoke it should there be any need in future.
- (10) That any surrender of the Market Office follows a discussion with NTC as to how that service will be delivered if those personnel are relocated.

2.2 Further negotiations have since taken place with the District Council and this report is submitted for Members to consider the agreement which has now been reached. The following report gives an update on each of the points itemised in the Minute above.

The revised Heads of Agreement is attached at Appendix 1.

3. The Package

3.1 Financial cost of the Package.

3.1.1 Members were concerned about the overall cost of the Package and the impact that it would have on the financial strength of the Town Council. Whilst the District Council have not agreed to reduce the cost of the Package, they have accepted that as the original proposal was framed the Town Council would have had problems sustaining an acceptable level of

General Reserve Funds in the medium term. This 'deficit' position would have been recovered as the additional Council Tax income from the new house building took effect but this recovery was towards the end of the twenty year period examined.

3.1.2 A detailed examination of the financial forecasts has been undertaken with the District Council and a revised payment profile has been agreed. In overall terms the District Council will still pay a total of £3.78m over the 20 year period of the agreement, however they have agreed to re-profile the annual payments to effectively 'front load' them, this will achieve a financial position that enables the Town Council to maintain an acceptable level of General Reserve Fund balance throughout the twenty year period of the financial support.

3.1.3 In addition it has been agreed that there will be annual calculation undertaken to assess the delivery of the estimated increase in the Town Council's Council Tax Base compared to the current projection. The support payment will then be adjusted up or down to reflect any over or under achievement. This will put both Council's in a position of sharing the risk associated with the delivery of new housing.

Any adjustment to the support will be based upon the Council Tax generated or lost as a result of the Council Tax Base comparison. This will use the Band D Council Tax charge assuming an annual 1% increase throughout the twenty year grant period.

3.1.4 This revised position provides a great deal more comfort to the Town Council to the extent that; the Package can be accepted without undermining its medium term financial strength and will allow some headroom for future investment in new or additional services.

These calculations are based on the assumption that the Band D Council Tax charge will increase by 1% throughout the twenty year support period.

A summary Financial Plan is attached at Appendix 2 showing the estimated impact of the Devolved Service package up to the financial year 2034/35.

3.1.5 Clearly financial forecasts over such a long period can only give an indication of the movement in the level of the General Reserve Fund, as there are too many variable factors which will impact on the expenditure and income of the Town Council. Appendix B, at the very least, demonstrates that there will be a reduction in the General Reserve balance in the short term until the level of new houses coming on stream delivers more Council Tax income which should meet the additional costs incurred in taking on the additional services.

The forecast shows that the General Reserve Fund remains in a positive position throughout but dips below the agreed minimum level (£100,000) for five years starting in 2020/21. The current financial strength of the Town Council, together with the financial safeguards built into the Devolved Service agreement does provide a reasonable level of comfort and should allow the Town Council to take any financial corrective action in a planned way over a number of years should that be necessary.

3.1.6 The financial analysis at Appendix 2 is different from the Medium Term Financial Plan as submitted to the Finance & Policy Committee as it now reflects the latest estimated profile of new house building which was received after that Agenda was sent out.

4. Section 106 Agreements

- 4.1 This issue is covered in Paragraph 5.8 of the attached Heads Of Agreement; it is explicit that the current list of such agreements in the sum of £325,854, as set out in Schedule 2, will be transferred to the Town Council. In addition a full review of Section 106 Agreements relating to the Parish of Newark will be undertaken to ensure that all such sums are transferred.

5. Ownership of Assets

- 5.1 A full list of assets to be transferred is now included in the Heads of Agreement. Any further assets which remain of uncertain ownership will continue to be investigated by the District Council.

6. Future Services

- 6.1 This is covered in Paragraph 7 of the Heads of Agreement; it now includes the provision for a formal review of the package of services. The first review will take place within 18 months of the transfer and annually thereafter.
- 6.2 This review will include exploring the potential to transfer additional services; whilst specific mention is made of car parks and street furniture, the review should and will include other services which are of interest to both Councils.

7. Asset Condition

- 7.1 Paragraph 5.7 of the Heads of Agreement now includes a payment of £32,000 by the District Council towards the repair costs of the Market Place.
- This represents 40% of the estimated cost of undertaking both Urgent and Non-Urgent repairs required to the Market Place.

8. Market Charter

- 8.1 Specific reference is now made to the Market Charter in Paragraphs 8.7 and 8.8 of the Heads of Agreement.
- 8.2 The District Council have given an undertaking that they will not in the future hold any additional rival markets within the town boundary. This excludes the current Wednesday auction on the Arena Car Park and Sunday car boot sales on the Lorry Car ark.
- 8.3 The District Council also undertakes to enforce the Charter where there are substantive grounds to support such action, subject to the Town Council meeting any costs incurred.

9. Markets Office

- 9.1 This is dealt with at Paragraph 20.1 of the Heads of Agreement; it includes a provision for the District Council to discuss with the Town Council its intentions for the future delivery of any services affected by the surrender of the current leases.

10. Other Issues

- 10.1 It is still intended that the transfer of responsibility for the package of services is 1st April 2015. Whilst this leaves very little time to facilitate the transfer, this remains an achievable date as the Agreement provides for the management and delivery of the services to be undertaken initially by the District Council through a series of Service Level Agreements.

10.2 There will however, no doubt, be a number of issues that will require consideration and decisions taken to ensure that the services continue to operate in an effective manner. To ensure that the transfer is implemented as seamlessly as possible it is suggested that the Town Clerk be given delegated authority, in consultation with the Leader of the Council and the Chairman of the Finance & Policy Committee, to take such decisions as may be necessary to facilitate the transfer of services contained in the agreed package.

10.3 Following discussions with the Car Parks & Markets Manager there may be opportunities to achieve some efficiencies in the operation of the market that can reduce the current cost of the operation.

In the event that these may involve the employment of additional staff it is proposed that they be employed directly by the Town Council. This will enable any Employer Superannuation costs to be reduced as the Town Council's rate is significantly lower than that of the District Council.

10.4 I would envisage that the first few months following the transfer will be taken up with a period of familiarisation with the services provided and to endeavour to achieve a seamless transfer so that users of the services are not inconvenienced.

I would suggest that it may be appropriate for Members to consider setting up a new Committee with the specific task of reviewing the new services which are being transferred, to identify any possible changes which could make them more efficient or effective and also to ensure that they are delivering to the standard that is required by the Town Council. If Members agree with this proposal I would suggest that the appointments to it be included on the Agenda for the Mayor Making Town Council meeting which will be held on 17th May following the elections.

11. Financial, Legal, Equality and Risk Issues

11.1 The report includes an analysis of the financial implications of the proposed devolution package.

There is a clear risk associated with the proposal which, in the main, is associated with its affordability in the medium term. This will need to be closely monitored to ensure that the Town Council's financial stability and strength is not undermined.

Background Papers:	Devolved Services working files.
Lead Officer:	Alan Mellor Tel: 01636 684801 Email: alan.mellor@newark.gov.uk

HEADS OF AGREEMENT

DEVOLUTION OF SERVICES AND ASSETS FROM NEWARK & SHERWOOD DISTRICT COUNCIL TO NEWARK TOWN COUNCIL

1.0 PARTIES

- 1.1 Newark & Sherwood District Council (“the District Council”) and Newark Town Council (“the Town Council”).

2.0 PURPOSE

- 2.1 The purpose of the Agreement is to devolve a range of services and assets from the District Council to the Town Council.

3.0 OBJECTIVES OF THE DEVOLUTION PACKAGE

- 3.1 The main objective of the devolution package is to give the Town Council greater autonomy and powers in the strategic operation and management of certain services and facilities within the parish of Newark, thereby giving the Town Council a stronger voice and responsibility in respect of its local area.
- 3.2 The devolution package to the Town Council will form part of a wider devolution programme of a range of services and facilities to other larger town and parish councils within the district including Southwell Town Council and Ollerton Town Council.

4.0 CONSEQUENCES TO THE DISTRICT COUNCIL

- 4.1 The District Council, in common with other principal councils, is reducing its expenditure in the face of reductions in government grant. The District Council wishes, as a consequence of the devolution package to the Town Council, to deliver a net annual saving of approximately £260,000 to the District Council averaged over the 20 year period of this Agreement and calculated with reference to the revenue spend currently shown in the District Council’s approved budget for 2014/15.

5.0 NATURE OF THE DEVOLUTION PACKAGE

- 5.1 The package of services and assets to be transferred will include a mixture of assets which carry an ongoing maintenance liability (for example parks and open spaces) and those which generate income (for example kiosk adjacent to London Road toilets and kiosk adjacent to Arena toilets). The District Council will also provide an income stream through a grant payment to the Town Council (“the Grant Payment”) which will assist the Town Council in meeting the costs of maintaining the said services and assets. This sum will be adjusted or other appropriate financial arrangements made in the event of other services of assets being transferred in the future.

- 5.2 The total annual cost to the Town Council of the transferred services and assets including operational and management costs has been calculated as £449,000. The annual Grant Payment to be made by Newark & Sherwood District Council to the Town Council has been calculated in accordance with the figures set out in the attached Schedule. For the avoidance of doubt the calculations assume a 1% annual increase in the Town Council's Band D Council Tax charge year on year throughout the currency of this Agreement. These payments will be made annually for a period of twenty years, during which period projections of housing growth will enable the Town Council's precept to grow significantly.

The amount of the Grant Payment payable in each year will be reviewed on an annual basis, in October of each year, having regard to the Town Council's Council Tax Base for the following financial year. The Grant Payment shown in Schedule 1 for a particular year will be adjusted upwards or downwards to reflect the difference between the actual Council Tax Base for that year, compared to the estimated Council Tax Base as set out in Schedule 1. The grant adjustment will be then calculated using the formula below:

$$(A-B) \times C$$

Where A = Estimated Council Tax Base for year Y as set out in Schedule 1

B = Actual Council Tax Base for year Y as calculated in September in previous financial year

C = Band D Council Tax Charge for Newark Town Council for year Y as set out in Schedule 1

Notwithstanding the above the overall payment by the District Council to the Town Council over the initial 20 year period shall not exceed the sum of £3.78m but may be a lesser sum in the event of the Council Tax Base being greater than that set out in Schedule 1.

- 5.3 In the event that the Council Tax Base at the end of the initial 20 year period is less than the estimated Council Tax Base as set out in Schedule 1; the District Council will continue to make an annual Grant Payment. This will be calculated as the difference between the actual Council Tax Base in year 21 compared to the estimated Council Tax Base as set out in Schedule 1 for year 20. This difference will be multiplied by the estimated Band D Council Tax Charge for the Town Council in year 21 onward using the estimated Band D Charge for year 20 plus an assumed annual increase of 1%. This formula will continue to be used until the Council Tax Base as set out in Schedule 1 for year 20 is achieved at which point Grant Payments from the District Council to the Town Council will cease.
- 5.4 Notwithstanding clauses 5.2 and 5.3 above, the Grant Payment may be adjusted or other appropriate financial arrangements made in the event of agreement to transfer other services or assets in the future.
- 5.5 The parties agree that the sums set out in paragraph 5.2 may be adjusted after the expiry of an initial 12 month period in the event that there have been any significant miscalculations which may have prejudiced either party.

- 5.6 In making the Grant Payment to the Town Council, the District Council recognises that it is retaining all Car Park income generated from those car parks under its control and management within the Parish of Newark.
- 5.7 Should there be a change so fundamental in local government structure or legislation such as to render this agreement or any part thereof unenforceable, the parties or their successor authorities shall agree the best equivalent to the terms set out in this agreement or failing the parties reaching an agreement as to the way forward, the parties agree to submit to arbitration with a view to reaching a solution which best reflects the methodology set out in clauses 5.2 and 5.3 ante.
- 5.8 The package will include the transfer of appropriate sums, set out in Schedule 2, from the District Council to the Town Council which are held in the District Council's reserves including sums held by way of commuted payments for ongoing maintenance of open spaces and play areas on private estates and monies held in repairs and renewals accounts for assets which will transfer to the Town Council. In addition the District Council will transfer to the Town Council the sum of £32,000, to be held by the Town Council in a Repairs & Renewals Fund to meet the cost repairs required to Newark Market Place.
- 5.9 The District Council will transfer to the Town Council all Section 106 monies held expressly for the benefit of the assets and services to be transferred as set out in Schedule 2 to this agreement. The District Council further undertakes to review all monies held under Section 106 Agreements relating to the Parish of Newark in order to determine whether any additional sums should transfer to the Town Council as consequence of this agreement. Following the completion of such review the District Council will consult with the Town Council on its recommendations prior to reaching a conclusion as to which additional monies, if any, should transfer to the Town Council.
- 5.10 The District Council recognises through this agreement that the Town Council has the discretion to maximise income generation, cease to provide services, or resolve to provide services to a lower or different standard than that currently provided.
- 5.11 In addition, where property or assets are transferred to the Town Council, unless express covenants, conditions, prohibitions or restrictions are attached, they may choose to dispose of those assets by way of a leasehold disposal to generate an additional income stream or by way of freehold disposal to generate a capital receipt subject to any such net capital receipt so generated by a lease of 7 years or more or freehold disposal being shared as to 50% to the District Council and 50% to the Town Council such provision to apply for a period of 80 years. Other than with the express consent of the District Council, the Town Council shall be under an obligation to obtain best value in any disposal.

6.0 SERVICES AND ASSETS TO BE TRANSFERRED

- 6.1 The package of assets and services to be transferred to the Town Council will include the following:-
- (i) A leasehold interest in Newark Market Place as set out in clause 8 of this agreement
 - (ii) Those parks and open spaces within the parish of Newark as are specified in clause 9 of this Agreement

- (iii) Those environment improvement sites as are set out in clause 10 of this Agreement including such interest as the District Council holds in the Riverside Walk but, for the avoidance of doubt, excluding the Millennium Bridge
- (iv) Those open spaces on private estates detailed in clause 11 of this Agreement
- (v) The freehold or leasehold transfer of all public toilets owned or leased by the District Council within the parish of Newark as set out in clause 13 of this Agreement including the adjoining kiosks at the London Road toilets and the Arena toilets.

6.2 The package currently excludes the Bridge Community Centre pending negotiations as to its potential disposal to St Leonard's Church and excludes Hawtonville Community Centre pending the conclusion of the Hawtonville Neighbourhood Study. However, the parties agree that further discussions will take place regarding their potential transfer to the Town Council should an alternative route not be identified.

6.3 The package will include the transfer from the District Council to the Town Council of all fixed and moveable assets used exclusively in respect of the services or land and buildings to be transferred, including fixed electricity boxes, litter bins, benches, life belts, market stalls, market sheets, market trollies and other market equipment to be agreed as detailed in Schedule 3 to this Agreement.

6.4 The parties will agree an overall valuation for the said assets and this will be reflected in the overall package. However, for the avoidance of doubt, there shall be no direct payment from the Town Council to the District Council in respect of the said assets.

6.5 The Town Council will be responsible for the ongoing maintenance and repair of the said fixed and moveable assets and the District Council agrees to transfer the benefit of any maintenance agreements in respect thereof (subject to consent for such transfer being first obtained and given).

6.6 For the avoidance of doubt the transfer will not include any CCTV equipment or wi-fi apparatus. The District Council shall be entitled to retain the said equipment including cameras and poles on the relevant land or premises in perpetuity at no cost and further shall have uninterrupted rights to enter the land with or without vehicles and equipment to maintain, repair or replace the same.

7.0 REVIEW OF DEVOLUTION PACKAGE

7.1 Both parties agree to undertake a review of the devolution package within a period of eighteen months after the initial transfers are effected on 1st April 2015 and thereafter on an annual basis.

7.2 In particular, but not exclusively, the annual review will include exploring the potential to transfer additional services and/or assets and opportunities to deliver services in a more effective and integrated manner.

7.3 In particular the parties will consider the potential transfer of car parks and street furniture and other services or assets.

- 7.4 In the event of such further transfers being agreed, the terms of this agreement, including the Grant Payment by the District Council to the Town Council will be renegotiated (clauses 5.2 and 5.3 refers).
- 7.5 The parties will also give detailed consideration to the staffing implications should such further transfers be effected.
- 7.6 In the event of any changes to the devolution package being agreed by the parties, there shall be a minimum of 6 months notice before such changes take effect.

8.0 NEWARK MARKET PLACE

- 8.1 The District Council will grant a 99 year lease to the Town Council for the exclusive use of the Newark Market Place (as defined on the attached plan) to include the holding of markets and other events and activities.
- 8.2 The District Council will not seek to impose any restrictions on the Town Council as to the use of the Market Place during the currency of the lease.
- 8.3 The market will be operated through a service level agreement with the District Council for an initial 2 year term at a price of £110,370 in the first year, reducing by 5% in the second year. In the event that the Town Council wish to terminate the Agreement after the initial 2 year term they shall first be required to give a minimum of 6 months notice.
- 8.4 The Town Council will also enter into a Service Level Agreement with the District Council for an initial 12 month period for the removal of trade waste and cleansing of Newark Market Place at a price of £100,000. In the event that the Town Council wish to terminate the Service Level Agreement at the expiry of the initial period, they shall first be required to give a minimum of 6 months notice.
- 8.5 The lease of Newark Market Place to the Town Council will be a full repairing lease.
- 8.6 The District Council and Town Council will agree a schedule of condition of the Market Place prior to the commencement of the lease to the Town Council.
- 8.7 The District Council will grant the Town Council such rights as are necessary and appropriate to hold markets and fairs under its Market Charter (such rights also to relate, where appropriate, to any other property to be transferred in addition to the Market Place).
- 8.8 Whilst the District Council will retain the rights held under its Market Charter, it undertakes that it will not in the future hold any additional rival market within the Parish of Newark. For the avoidance of doubt this excludes those which are already held by the District Council within the Parish of Newark including the Cattle Market, the Wednesday Auction and Car Boot sales held at the Cattle Market Car Park. Where requested by the Town Council to do so, where appropriate and where there are substantive grounds to do so the District Council will seek to enforce its Charter Rights to protect the operation of Newark Market subject to full indemnity from the Town Council as to costs.

9.0 PARKS AND OPEN SPACES

- 9.1 The District Council will transfer to the Town Council the freehold interest (or such lesser interest as it may hold) in the following parks and open spaces:-

Riverside Park

Tolney Lane Play Area

Arena Play Area

Beaumont Gardens including bowls pavilion but excluding the library

Friary Gardens

Fountain Gardens

Sherwood Avenue Park East – Bowls Club including bowls pavilion, tennis courts and car park (subject to a lease dated 6 October 2006 between the District Council and Newark Northern Bowls Club)

Sherwood Avenue Park West – including skate park, play area and multi-use games area

- 9.2 There will be no covenants, prohibitions or restrictions on the transfers other than those to which the relevant titles are already subject save that in the event of the Town Council disposing of any of the said assets, the net proceeds from any disposal shall be distributed as to 50% to the District Council and 50% to the Town Council for a period of 80 years from the date of the transfer.
- 9.3 A disposal shall be deemed to be a freehold disposal or a leasehold disposal for a term of 7 years or more.
- 9.4 Unless expressly agreed by the parties, the Town Council shall be required to obtain best value for any qualifying disposal.

10.0 ENVIRONMENTAL IMPROVEMENT SITES

- 10.1 The District Council shall transfer to the Town Council such interest as it holds in the following sites:

Riverside Walk to rear of 22-32 Castlegate (*NOTE: this includes a small area of unregistered land shown edged blue on the relevant plan which is not in the district councils ownership*)

Riverside Walk from the end of Town Wharf to Water Lane (*NOTE: this is in 3 separate ownerships, the District Councils ownership is shown edged red on the relevant plan, Nottinghamshire County Council's ownership is shown edged green and Portland Homes and Field Estate companies split ownership is shown edged in blue*)

Riverside Walk Cow Lane (this extends from Cow Lane to a point near to Trent Lane). The transfer of this parcel of land will reserve a right for the Council and its successors in title to obtain access over the land to maintain the Millennium Bridge and a right to undertake any necessary works on the land in connection with the repair, refurbishment and general maintenance of the bridge including repairing supporting structures on the land transferred to the Town Council (*NOTE: this parcel of land includes The Riverside Walk but expressly excludes the land to the rear of 65 Northgate*)

Otter Park Millgate and road and yard adjacent thereto subject to the reservation of a right on the part of the Council to erect appropriate signage in relation to the civil war trail with the prior agreement of the Town Council.

Railway Walk Beacon Hill to Clay Lane (*NOTE: this includes a small area of unregistered land which is not in the District Councils ownership*)

Land on the south side of Clay Lane

Albert Street / Portland Street bedding scheme

Shrub beds at junction of Hawton Road, Windsor Road and Boundary Road

Footpath link (including steps) from Beacon Hill Road to Stanley Terrace (*NOTE: this includes a small area of unregistered land which is not in the District Councils ownership*)

For the avoidance of doubt the package excludes any part of the Town Wharf and mooring rights attached to the Barge.

- 10.2 The said transfers shall include all fishing and mooring rights (if any) attaching to the land to be transferred.
- 10.3 In respect of those sections of the Riverside Walk in which the District Council does not have a freehold or leasehold interest but which form an integral part of the Riverside Walk the Town Council shall be under an obligation to maintain the same as if a freehold interest had been transferred unless prevented by the freehold owner from doing so.
- 10.4 Subject to negotiations with the landowner, if identified, the Town Council will maintain Beastmarket Hill roundabout and the adjacent bedding scheme. (The title to Beastmarket Hill roundabout is unregistered and ownership is currently unknown)
- 10.5 For the avoidance of doubt the transfer does not include the Millennium Bridge.
- 10.6 The Town Council shall have absolute discretion as to the standard of repair and maintenance of the said environmental improvement sites.

11.0 OPEN SPACE ON PRIVATE ESTATES

- 11.1 The package will include the transfer of such interest as the District Council holds in the following open spaces and play areas located on private estates:-

Broughton Drive amenity open space

College Close amenity open space and play area (2 areas)

Farndon Road – the Ivies (2 areas)

Farndon Road – De Havilland Way

Newbury Road Estate amenity open space, roundabout, verges and play areas (excluding part as shown edged purple which will be retained in the ownership of the District Council) *NOTE: the devolution package includes areas of land at Newbury Road Estate which are not in the District Council's ownership but which are currently maintained by it. The commuted payment received from the developer included these areas although the land was not formally transferred to the District Council by the developer (these areas are shown edged in blue)*

Autumn Croft Road Estate – amenity open space, play area and path adjacent to Phillipott Close
Hounsfield Close open space
Hine Avenue
Ringrose Close open space
Pine Close open space
Wheatsheaf Avenue – amenity open spaces and play areas (2 areas)
John Pope Way open space
Barnby Road Community Park

- 11.2 The District Council will not impose any covenants, restrictions or prohibitions on the said transfers other than those to which the respective titles are subject save that in the event of any disposal of any of the assets by the Town Council, the net proceeds of such disposal shall be distributed as to 50% to the District Council and 50% to the Town Council for a period of 80 years.
- 11.3 A disposal shall be deemed to be a freehold disposal or a leasehold disposal for a term of 7 years or more.
- 11.4 Unless expressly agreed by the parties, the Town Council shall be required to obtain best value for any qualifying disposal.
- 11.5 In addition to the above, the Town Council will maintain the remainder of the open space at Newbury Road Estate which is retained in the ownership of the District Council, at its expense, until such time as it is redeveloped by the District Council. In consideration of the Town Council assuming such maintenance liability, the District Council will transfer the whole of the commuted payment in respect of the same to the Town Council. In the event of any open space provision being required as a consequence of the redevelopment of the land, this will be transferred to the Town Council by the District Council following completion of the redevelopment of the land.

12.0 MAINTENANCE OF PARKS OPEN SPACES AND ENVIRONMENTAL IMPROVEMENT SITES

- 12.1 For an initial period of 3 years from the date of the transfer of assets set out in clause 9, 10 and 11 ante, the Town Council will enter into a service level agreement with the District Council for the maintenance of the said assets to the current specification at a price of £189,000 in the first year, reducing by 5% per annum in the two subsequent years. Should the Town Council wish to vary the specification after the first year this would be subject to agreement between the parties to vary the price and specification and subject to a minimum of 6 months prior notice in respect of a reduction in the level of maintenance. Should the Town Council wish to terminate the Service Level Agreement at the expiry of the initial 3 year term, it shall be required to have first given the District Council a minimum of 6 months notice of such termination.

13.0 PUBLIC TOILETS

- 13.1 The District Council will transfer the freehold of the London Road toilets and adjoining retail unit to the Town Council.

- 13.2 The District Council will not impose any covenants, restrictions or prohibitions in the transfer set out in clauses 13.1 above save that in the event that the Town Council resolves to close and dispose of the said public toilets or enter into a freehold disposal of the retail unit, the net proceeds of disposal shall be distributed as to 50% to the District Council and 50% to the Town Council.
- 13.3 The District Council will transfer a leasehold interest in the Arena car park toilets and adjoining retail unit to the Town Council for a term of 25 years.
- 13.4 For the avoidance of doubt, clause 13.2 shall not apply to any rental income deriving to the Town Council in respect of the retail units adjacent to the London Road toilets (or, for the avoidance of doubt, the Arena toilets) which shall be retained by the Town Council as part of the overall package.
- 13.5 Subject to receiving the appropriate consents from the Landlord, the District Council will assign its leasehold interest in the St Mark's Toilets to the Town Council subject only to the terms of the said lease.
- 13.6 The District Council will enter into a Service Level Agreement with the Town Council for an initial 24 month period for the management and operation of the public toilets at the Gilstrap and Sconce Park at a price of £41,170 per annum. In the event that the District Council wish to terminate the Service Level Agreement at the expiry of the initial period, they shall first be required to give a minimum of 6 months' notice.

14.0 BACK OFFICE SERVICES

- 14.1 A Service Level Agreement may be entered into between the parties for the provision by the District Council to the Town Council of back office services associated with the assets and services to be transferred in particular asset management.

15.0 MISCELLANEOUS

- 15.1 As part of the agreed package the Town Council will maintain all District Council planters (as listed in Schedule 4) within the parish of Newark at its sole expense excluding those held by the Council in its housing revenue account.

16.0 DESCRIPTION OF ASSETS TO BE TRANSFERRED

- 16.1 Schedule 5 includes a list and plans of the parks, open spaces, environmental improvement sites, open spaces on private estates, public toilets and kiosks to be transferred by the District Council to the Town Council.

17.0 FINANCIAL AND OTHER INFORMATION

- 17.1 The District Council and the Town Council will provide each other with such detailed financial information and other information as may be required in order that the transfer of assets, services and payments can be made.

18.0 FUTURE TRANSFER OF ASSETS

18.1 Lincoln Road Playing Fields and the Bridge Community Centre Playing Field have currently been excluded from the package pending a review of the recommendations from the Bridge Ward Neighbourhood Study. It is the intention of the District Council that part of the site will be developed for residential purposes with a proportion of the sale proceeds being applied towards environmental improvements in the Bridge Ward and enhancement of the area of open space/playing field to be retained as public open space. The Town Council agrees that on completion of such a review it will accept a transfer from the District Council of the Lincoln Road Playing Fields subject to an agreed percentage of the proceeds of any disposal of the remainder of the land being transferred by the District Council to the Town Council in respect of future maintenance.

18.2 For the avoidance of doubt the said transfer will include the Lincoln Road Pavilion.

19.0 FUTURE OPEN SPACE PROVISION

19.1 Where further open space provision comes forward within the parish of Newark, principally through residential development schemes, the District Council will consult with the Town Council to clarify whether it wishes to take on responsibility for its future ownership and maintenance.

19.2 The Town Council agrees that it will accept a freehold transfer from the developer of any strategic open space provision within the parish of Newark subject to receipt of a commuted payment from the developer in respect of future maintenance.

20.0 TOWN HALL OFFICES AND MARKETS AND CAR PARKS OFFICE

20.1 As part of the agreed package the Town Council agrees to accept a surrender of the leases of the Town Hall offices and/or markets and car parks office from the District Council if the District Council, at any time prior to the expiry of the said lease terms, wishes to vacate the said premises. The Town Council shall not require any payment from the District Council for the said surrender. Any such surrender will follow a discussion with the Town Council as to the District Council's intentions for the future delivery of those services.

21.0 DATE OF TRANSFER

21.1 Both parties agree to use their best endeavours to secure the devolution of the package of services and functions as described in this Agreement to Newark Town Council on 1 April 2015.

SIGNED by
On behalf of NEWARK & SHERWOOD DISTRICT COUNCIL

SIGNED by
On behalf of NEWARK TOWN COUNCIL

Dated

Schedule One

Grant Payments by District Council

Financial Year	Tax Base increase by 0.8% per year plus new growth	Band D Charge – increased by 1% each year	Grant Payment
2015 – 2016	£7,798.43	£103.86	£239,000
2016 – 2017	£8,007.82	£104.90	£229,000
2017 – 2018	£8,266.88	£105.95	£219,000
2018 – 2019	£8,670.02	£107.01	£209,000
2019 – 2020	£9,082.38	£108.08	£199,000
2020 – 2021	£9,426.03	£109.16	£199,000
2021 – 2022	£9,841.44	£110.25	£199,000
2022 – 2023	£10,264.17	£111.35	£189,000
2023 – 2024	£10,734.29	£112.47	£189,000
2024 – 2025	£11,225.16	£113.59	£189,000
2025 – 2026	£11,671.96	£114.73	£189,000
2026 – 2027	£12,036.34	£115.87	£189,000
2027 – 2028	£12,364.63	£117.03	£189,000
2028 – 2029	£12,695.55	£118.20	£179,000
2029 – 2030	£12,952.11	£119.38	£179,000
2030 – 2031	£13,132.73	£120.58	£179,000
2031 – 2032	£13,237.79	£121.78	£169,000
2032 - 2033	£13,343.69	£123.00	£159,000
2033 – 2034	£13,450.44	£124.23	£149,000
2034 – 2035	£13,558.04	£125.47	£139,000

NOTE: - the Grant Payments set out above are indicative only. The actual Grant Payment for each year may be adjusted upwards or downwards and will be calculated using the formula set out in clause 5.2.

Schedule Two

Repairs and Renewals pots to be transferred:-

Repairs & renewals to be transferred

Public Conveniences	General repairs and redecoration	900
Parks & Playing Fields	Footpath & Paving repairs	4,030
Parks & Playing Fields	Replace Play Equipment	4,495
Parks & Playing Fields	Seats & bins repair/repaint	620
Parks & Playing Fields	Tree Works & Inspections	1,240
Parks & Playing Fields	Landscape Renewals	1,860
Sherwood Ave Amenity Area	Sign Renewal	371
Sherwood Ave Amenity Area	Play Equipment Repairs	1,600
Sherwood Ave Amenity Area	Replace Play Surface/Wall - Kickabout	4,330
Sherwood Ave Amenity Area	Play Equipment Repairs	1,100
Private Estates	Play Area Repairs	2,900
Private Estates	Landscape Refurbishment	2,320
		25,766

Section 106 contributions and commuted payments to be transferred:

Development	NSDC Site	
Newark Shelton Avenue (Pevenil)	Broughton Drive amenity open space	539
Grange Road	College close play area	38,075
Newark-Farndon Rd, Garrard & Allen The Ivies	Farndon Road - The Ivies open space	197
Farndon Road Newark (H Boot) maintenance	Farndon Road - De Havilland Way open space	5,551
Beacon Hill part year only	Newbury Road estate - amenity open space & Play area	114,463
New Millar Homes	Autumn Croft Road Estate - amenity, POS & play area	55,000
Lincoln Road Newark - Barratt - Castlefields	Wheatsheaf Avenue- amenity open space and play area	3,387
Newark Stephen/Winthorpe Rd (Wilcon)(POS)	John Pope way open space	1,687
Newark Stephen/Winthorpe Rd (Wilcon)(POS)	John Pope way open space	311
Barnby Road	Barnby Road Open Space	27,033
	TOTAL RELATING TO DEVOLVED ASSETS	246,242

OTHER S106 FUNDINGBeacon Hill - Newbury Rd
estate

Planned Maintenance

53,845**TOTAL TO BE TRANSFERRED TO NEWARK TOWN COUNCIL****325,854**Schedule ThreeA) Assets to transfer with Newark Market Place

Description	No:	Model	Price	
Weights	20		£20	£400
Vitabrae Stalls	4		£250	£1,000
Umbrellas and Stands	6		£200	£1,200
Zapp Stalls	161		£300	£48,300
Static Stalls	8			£4,000
New Market Sheets	3		£500	£1,500
Canvas Top Stalls	5		£200	£1,000
Stall Boards	135		£20	£2,700
240v Cables	Various			£1,000
110v lighting catenaries	Various			£750
Waterpump, bear post / trough				£500
New Trestles	200			£2,200
Old Trestles	580		£5	£2,900
Electricity Hubs	3			£13,000
Market Barrow	4			£600
Maccs Database				£6,000
Cash Safe	1			£2,000
Lighting Columns	16			£8,000
Market transformers etc				£1,000
Promotional flags	4		£50	£200
Drainage channel covers	353		£15	£5,295
Containers at lorry park	3		£700	£2,100
Wins speed monitor	1			£500
Stall canopy gutters	100		£5	£500
Bungee ties				£100
Ground anchor pins	600		£7	£4,200
Electricity Hub posts	5		£100	£500
				£111,445

Schedule Three

B) Assets to transfer with parks, open spaces, environmental improvement sites and open space on private estates

Description	No:	Age	Replacement Value	Total Value
Entrance signs	13	11no – 10+yrs, 1no – 3yrs, 1no – 2yrs	£1,000 per sign	£2,120
Information signs - cabinet	2	1no – 2yrs, 1no – 1yr	£1,000 per sign	£1,500
Information signs – plain	2	1no – 5+yrs, 1no – 2yrs	£500/£150 per sign	£620
Play area signs	20	Various – 2yrs – 10+yrs	£500 per sign	£1,440
Sponsorship signs	50	3no – 10+yrs, 2no – 5yrs	£300 per sign	£150
Seats	43	2yrs – 10+yrs	£600 per seat	£4,230
Benches	5	2yrs – 10+yrs	£300 per bench	£570
Picnic benches	9	1yr – 10+yrs	£400 per bench	£1,740
Litter bins	43	2ys – 10+yrs	£350 per bin	£4,085
Dog bins	19	5yrs – 10+yrs	£250 per bin	£600
Recycling bins	1	4yrs	£600 per bin	£360
Play equipment – Riverside Park arena	11no items	10+yrs	Total £100,000	£5,000
Play equipment –Tolney Lane play area	6no items	4yrs	Total £40,000	£12,000
Play equipment – Sherwood Avenue Park	9no items	10+yrs	Total £60,000	£3,000
Play equipment – Barnby Road Park	7no items	2yrs	Total £40,000	£16,000
Play equipment – College Close open space	5no items	4yrs	Total £20,000	£6,000
Play equipment – Autumn Croft Rd open space	5no items	6yrs	Total £40,000	£8,000
Play equipment – Newbury Rd open space	4no items	8yrs	Total £25,000	£2,500
Play equipment – Wheatsheaf Ave open space	6no items	10+yrs	Total £40,000	£2,000
Skatepark equipment – Sherwood Avenue Park	6no items	10+yrs and 6yrs	Total £50,000	£5,650

Street lights	9	10+yrs	£2,000 per column	£1,200
Public art features	3	10+yrs	Total 50,000	£18,000
Floodlights	16	10+yrs and 8rs	Total £60,000	£5,000
Ticket machine	1	8yrs	£1,000	£200
Lifebelt stations	12	10+yrs	£250 per station	£300
Sherwood Avenue Park pavilion	1	10yrs	£200,000	£75,000
Beaumont Gardens pavilion	1	10+yrs (refurb)		£30,000
			Total	£207,265

Schedule Three

C) Assets to transfer with public toilets and kiosks

St Marks – Disabled hoist and flat screen monitor

Schedule Four

Planters to be maintained by Newark Town Council

2 concrete planters at the side of the Palace Theatre

Schedule Five

Assets to be transferred to Newark Town Council

Parks and Open Spaces

Riverside Park
Tolney Lane Play Area
Arena Play Area
Beaumont Gardens including bowls pavilion but excluding the library
Friary Gardens
Fountain Gardens
Sherwood Avenue Park East – bowls club including bowls pavilion, tennis courts and car park (subject to a lease to Northern Bowls Club dated)
Sherwood Avenue Park West – including skate park, play area and multi-use games area

Environmental Improvement Sites

Riverside Walk to rear of 22-32 Castlegate
Riverside Walk from the end of Town Wharf to Water Lane
Riverside Walk Cow Lane
Otter Park Millgate and road and yard adjacent thereto
Railway Walk Beacon Hill to Clay Lane
Land on south side of Clay Lane
Albert Street / Portland Street bedding scheme
Shrub beds at junction of Hawton Road, Windsor Road and Boundary Road
Footpath link from Beacon Hill Road to Stanley Terrace

NOTE: The package includes sections of the Riverside Walk which are not in the ownership of the District Council as detailed in clause 10.1 of the Agreement and Beastmarket Hill roundabout and adjacent bedding scheme whose ownership is currently unknown.

Open Space on Private Estates

Broughton Drive amenity open space
College Close amenity open space and play area
Farndon Road – the Ivies (2 areas)
Farndon Road – De Havilland Way
Newbury Road Estate amenity open space, roundabout, verges and play areas (excluding part)
Autumn Croft Road Estate – amenity open space, play area and path adjacent to Phillipott Close
Hounsfield Close open space
Hine Avenue
Ringrose Close open space
Pine Close open space
Wheatsheaf Avenue – amenity open spaces and 2 play areas
John Pope Way open space
Barnby Road Community Park

NOTE: the whole of the Newbury Road open space will be maintained by the Town Council under the terms of this package but part will be retained in the ownership of the District Council.

PUBLIC TOILETS

London Road toilets and adjoining retail unit

Arena car park toilets and adjoining retail unit (25 year lease)

St Mark's toilets (assignment of leasehold interest)

APPENDIX 2

NEWARK TOWN COUNCIL - DEVOLVED SERVICE FINANCIAL IMPACT SUMMARY

Year	Current Net Expenditure	Devolved Service Net Expenditure	Devolved Service Support	Council Tax Income	Net (Surplus)/ Deficit	Balances B/F	Balances C/F
	£000	£000	£000	£000	£000	£000	£000
2014/15	658	0	0	-780	-122	-581	-703
2015/16	778	389	-239	-810	118	-703	-585
2016/17	827	384	-229	-840	142	-585	-443
2017/18	831	376	-219	-876	112	-443	-331
2018/19	851	384	-209	-928	98	-331	-233
2019/20	872	392	-199	-982	83	-233	-150
2020/21	894	400	-199	-1,029	66	-150	-84
2021/22	916	408	-199	-1,085	40	-84	-44
2022/23	939	416	-189	-1,143	23	-44	-21
2023/24	962	424	-189	-1,207	-10	-21	-31
2024/25	986	432	-189	-1,275	-46	-31	-77
2025/26	1,011	441	-189	-1,339	-76	-77	-153
2026/27	1,036	450	-189	-1,395	-98	-153	-251
2027/28	1,062	459	-189	-1,447	-115	-251	-366
2028/29	1,089	468	-179	-1,501	-123	-366	-489
2029/30	1,116	477	-179	-1,546	-132	-489	-621
2030/31	1,144	487	-179	-1,584	-132	-621	-753
2031/32	1,173	497	-169	-1,612	-111	-753	-864
2032/33	1,202	507	-159	-1,641	-91	-864	-955
2033/34	1,232	517	-149	-1,671	-71	-955	-1,026
2034/35	1,263	527	-139	-1,701	-50	-1,026	-1,076
	20,842	8,835	-3,780	-26,392	-495		

Notes re figures used above:

- 1 Based on Estimate figures as submitted to Finance & Policy Committee
- 2 Pay Inflation 2%, other net expenditure inflation 3%.
- 3 Council Tax increase 1% in each year
- 4 Current Net exp. Includes £50,000 in 2015/16 and 16/17 for Neighbourhood Plan, this is deleted thereafter
Devolved Service net expenditure reduced by £13,000 2016/17 and £7,000 2017/18 for lower NSDC Service Level Agreement costs.
- 5

MINUTE FOR THE ABOVE TOWN COUNCIL REPORT

TC57/14/15 Devolved Services

Cllr D Lloyd proposed the acceptance of the recommendations in the report and this was seconded by Cllr Mrs G Dawn.

Cllr Mrs G Dawn then said that this would be the start of something Newark Town Council should have been doing many, many years ago.

The next two years would be tricky; planned services would need to be followed up, monitored etc. She went on to thank the Town Clerk and the Officers at the District Council who had put an enormous amount of work into this – and of course, the amendments to the original proposals.

Cllr Mrs G Dawn also thanked Cllr D Lloyd for his involvement.

Cllr M Cope agreed with previous comments. He said this was ‘the right time to grasp the nettle and get on with it’. He said he was delighted that this Town Council is actually going to be taking on additional Services.

Cllr D Jones then spoke; he said he failed to see anything materially different to what was presented to the Town Council at the last meeting. The Town Council still ends up with £20m costs, with no increase in Services. This does not increase the benefit to the community. Cllr D Jones said it had been suggested that this was a ‘good deal for Newark’ but he felt that this was a joke. However, Cllr D Jones said that as he was on record as wanting the best for Newark, he would support the recommendations.

Cllr P Baggaley said that this idea would not have seen the light of day if Newark & Sherwood District Council had not had to save money and that he would not be supporting this. He felt that the people of Newark would see this as a ‘bad move’ and also that there needed to be devolution of resources, and the power to go with them. He asked how the Town Council could develop a plan when they are not in control of the Services.

Cllr P Baggaley was also concerned that not all S106 monies had been identified and that the devolution plan was not value for money.

Cllr D Payne asked Members to read Page 47, paragraph 8.7, with regard to the Market Charter as he thought that this was incorrect; he also pointed out on Page 40, under heading 8 – **Market Charter** – paragraph 8.3, that the District Council were suggesting that Newark Town Council would have to foot the bill for any such enforcement of the Market Charter. He felt that this needed to be either deleted, or re-negotiated.

Cllr T Roberts MBE said that he was hoping to be celebrating the ‘coming of age’ of Newark Town Council tonight, but it appeared that some people still wanted to stay in the past; some Members were only interested in Music Festivals and flower baskets.

Cllr Mrs G Dawn then replied to Cllr D Jones’ comment and stated that this ‘idea’ had not started because the District Council needed to save money – it had come about because the District Council had wanted to charge the Town Council £10k to use the Riverside Park.

Cllr K Clayton felt that this was a transfer of assets, not devolution. If Newark Town Council took this on, it would ‘waste’ all of the reserves that it has at present. The reserves would fall below an acceptable level and there would be no money to improve any of the services that were taken on.

The Town Clerk spoke at this point; he said that this package could be seen as either as an opportunity, or a threat. He pointed out the major changes which had been

negotiated since the Agreement was considered by the Town Council at its last meeting. In particular there were now two financial safeguards which guaranteed the Town Council would receive income during the 20 year period of the agreement to ensure that it did not get into a revenue deficit. In addition if, at the end of the Agreement, the level of new houses had not achieved the numbers anticipated the District Council would continue to pay an annual grant until the numbers were achieved. He also emphasised that the financial plan submitted with the report was predicated on the assumption that the Town Council would increase its Band D Council Rate by 1% per annum throughout the 20 year period. The financial forecast was very sensitive to small increases in the Council Tax Rate and a 1.5% annual increase would ensure that the minimum level of Reserve Fund balance would be around £150,000 with over £2m in Reserves by the end of the period.

Cllr S Wallace said that the reserves should be used to provide some free car parking, as he had suggested many times before.

Cllr P Baggaley proposed a vote of thanks to the Town Clerk; this was seconded by Cllr D Jones.

Cllr D Lloyd then summed up the discussion; and requested a named vote.

A named vote was taken by the Town Clerk as follows:

FOR

Cllr P Baggaley

Cllr T Bickley

Cllr Mrs I Brown

Cllr K Clayton

Cllr M G Cope

Cllr Mrs R Crowe

Cllr R A Crowe

Cllr Mrs G Dawn

Cllr L Goff

Cllr D Jones

Cllr D Lloyd

Cllr D R Payne

Cllr B Richardson

Cllr A C Roberts MBE

Cllr Mrs M Tribe

Cllr S Wallace

Two Councillors had sent Apologies for Absence – these were Cllr Miss R Dawn and Cllr C Wetton.

- (i) Members **AGREED** to accept the devolution package as outlined in the report.
- (ii) Members **AGREED** to give the Town Clerk delegated authority, in consultation with the Leader of the Council and the Chairman of the Finance & Policy Committee, to take such decisions as may be necessary to facilitate the transfer of services contained in the agreed package.
- (iii) It was **AGREED** that any employment of additional staff be directly by the Town

Council thus reducing any Employer Superannuation costs.

- (iv) Members **AGREED** to set up a new temporary Committee specifically to review the new services.

It was therefore **AGREED** that proposed appointments to this Committee be included on the Agenda for Mayor Making on 17th May 2015, following the elections.

DEVOLVED SERVICES COMMITTEE

SUBJECT:	NEWARK MARKET PRESENTATION
REPORT BY:	TOWN CLERK

1. Recommendations

1.1 Members are asked to consider the Market Presentation:

- (i) Request any further information as appropriate,
- (ii) Make recommendations to the Town Council if appropriate.

2. Presentation

2.1 The Markets & Car Parking Business Manager, Ian Harrison, will deliver a presentation to give Members background information on the operation of the market.

A copy of the presentation will be available at the meeting.

3. Financial, Legal, Equality and Risk Issues

3.1 None.

Background Papers:	Newark Market working papers.
Lead Officer:	Alan Mellor Tel: 01636 684801 Email: alan.mellor@newark.gov.uk

DEVOLVED SERVICES COMMITTEE

SUBJECT:	NEWARK MARKET BUDGETS
REPORT BY:	TOWN CLERK

1. Recommendations

1.1 Members are asked to ;

- (i) Note the changes to the approved revenue budget as outlined in the report,
- (ii) Note the Markets Management SLA budget,
- (iii) Recommend to the Town Council that £22,500 of repairs to the Market Place be met from useable Capital Receipts in the 2015/16 financial year.
- (iv) Approve the suspension of Standing Order 37 (2) for the repair work required to the cobbles in the Market Place, to seek quotes directly from three contractors that are known to be able to do the work to the standard required.

2. Revenue Budgets

2.1 The budgets for Newark Market fall into two sections; direct expenditure & income and Market Management Service Level Agreement.

At the time that the Town Council set the budgets for the 2015/16 financial year in February the following overall estimate figures were approved:

Direct Gross Expenditure £257,490

Gross Income £315,000

Market Management SLA £110,370

Total Net Budget £52,860

Since then a number of slight adjustments were agreed with the District Council as part of the final negotiations of the Devolved Services Agreement, these are set out below:

Transfer of Advertising from Market SLA to Direct Expenditure - Plus £3,860 (Net)

Reduction in Market Cleansing SLA – Minus £5,960

Remove Out of Hours Call Out for Bollards from Market SLA Minus £1,900

Remove G4S Cash Collection from Market SLA Minus £1,100

Remove Insurance from Market Direct Expenditure Minus £2,950

New Total Net Budget £44,810

2.2 The above summary budgets are set out in more detail at Appendix 1, in the Town Council's usual format.

2.3 For Members information a more detailed budget analysis of the Markets Management SLA is attached at Appendix 2. Under the terms of the Devolution Agreement the cost of this SLA will reduce to £99,754 for the 2016/17 financial year.

The term of the SLA is two years ending on 31st March 2017; there is a six month termination period required and therefore any decision to bring the management of the Markets 'in house' must be made by 30th September 2016 at the earliest.

3. Capital Budgets

3.1 The new market stalls were purchased by the District Council prior to the transfer of the Market. They were paid for out of the Repairs & Renewals Fund leaving a nil balance.

As Members will see however from the attached detailed budgets, the direct Market expenditure includes a sum £19,170 for an annual contribution to, what is now the Town Council's Repairs & Renewals Fund.

Further work needs to be undertaken to assess the longer term level of funding required to meet the future replacement of the market stalls and the upkeep of the Market Place more generally. An initial assessment of the level of funding required in this fund has been made. It is thought that the level of annual contributions can be reduced to around £5,000 per annum. This adjustment can be considered as part of the overall annual review of budgets early in the new year.

3.2 The Devolution Agreement also included the transfer of £32,000 to the Town Council as a contribution towards the repair of the cobbles in the Market Place. In addition a residual sum of £3,000 is left from the Fund used to meet the cost of the works carried out in the last financial year and will also be transferred over giving a total of £35,000 available for this work.

3.3 The District Council undertook a condition survey of the Market Place last year. This identified repairs required totalling £80,665 (£15,130 Urgent and £65,535 Non-Urgent).

This will provide for a safe and serviceable surface over the whole of the market place and should not require additional repairs for at least 3 years.

Some minor work to repair the cobbles was started last year by the District Council; the remaining value of work required is now £22,500 (250 square metres @ £90 per metre), this is a revised cost based on an informal quote from a contractor who has previously been used to repair the cobbled areas. As Members will appreciate this work is of a specialist nature and there only a few local firms that are able to undertake it at an acceptable standard. It is proposed therefore that Standing Order 37 (2) is suspended in this instance and quotes are sought from three contractors that are known to be able to do the work to the standard required.

3.4 Having reviewed the remaining repairs required with the Car Parks & Markets Manager, the following phasing is suggested to bring the Market Place back to an acceptable condition:

1. Cobbles to Starbucks line
2. Specific floor areas in areas in the rest of the Market Place.

3.5 In order to preserve the revenue funding available to the Town Council it is suggested that the cost of the above repairs be met from the Town Council's useable Capital Receipts.

If Members agree with this suggestion then it needs to be a recommendation to the full Town Council to meet these costs from Capital Receipts.

4. Finance, Legal, Equality & Risk Issues

4.1 Contained in the report.

Background Papers:	Devolved Services working papers.
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APPENDIX 1

MARKET	Code	Actual	Original	Revised	Estimate
	420	2013/14	Estimate	Estimate	Estimate
		£	2014/15	2014/15	2015/16
			£	£	£
Repairs & Maintenance	4101				3,570
Electricity	4103				2,750
Rates	4105				50,260
Sewerage/Water Charges	4106				1,630
Repairs & Renewals Fund	4110				19,170
Equipment & Tools	4111				8,360
Materials	4112				310
Market Mangement SLA	4118				105,010
Market Cleansing SLA	4119				94,040
Contractual Services	4122				6,080
Market Stall Clearance	4123				62,410
Insurance	4129				0
Advertising	4025				6,220
GROSS EXPENDITURE		0	0	0	359,810
INCOME					
Market Rents	1500/05				315,000
GROSS INCOME		0	0	0	315,000
NET EXPENDITURE		0	0	0	44,810

