

**Response from the meeting of the Executive on F&A and O&S Committees'  
Comments – 13 November 2019**

<b>Item no.</b>	3	<b>Title</b>	Housing Services Redesign	<b>Requested by</b>	Lib Dem Group
<b>Reason considered</b>	To identify what the benefits of the reorganisation are. Need to understand how the new organisation will be monitored against the current structure.				
<b>Scrutiny Comment</b>	The Overview & Scrutiny Committee noted the report and agreed that their monitoring of service benefit will be via the annual Portfolio Holder report to the Scrutiny Committee.				
<b>Executive Response</b>	The recommendations in the report were approved.				

<b>Item no.</b>	7	<b>Title</b>	Climate Change	<b>Requested by</b>	Labour and Lib Dem Groups
<b>Reason considered</b>	<p><b>Labour Group</b> - Are staff resources sufficient? Sustainability Officer is only part time, is more resource needed?</p> <p>Section 3.21 is just a report of what has happened so far, could there be some ideas for change and possible actions to be taken. Appendix 5a - Action Plan - 11.2 Drinking fountains - item is closed - has it been delivered? Appendix 5b - student research into idling etc. Are WDC going to implement any of the recommendations? Appendix 5d - Good report but what are the next steps?</p> <p><b>Liberal Democrats –</b> To go through the report in some detail and to look at further opportunities for renewable energy. Questions on electric vehicle charging points.</p>				
<b>Scrutiny Comment</b>	The Overview & Scrutiny Committee welcomed the report on the initial work, the steps being taken and the proposed action plan. The Committee asked the Executive to arrange a presentation to all Councillors on the work being undertaken and proposed when the action plan comes forward.				
<b>Executive Response</b>	The recommendations in the report and addendum were approved. The Executive accepted the comment from Overview & Scrutiny Committee to add recommendation 2.13, to read: " <i>A presentation to all Councillors be arranged at a suitable date on the work being undertaken when the action plan comes forward</i> ".				

<b>Item no.</b>	9	<b>Title</b>	Further technical work relating to Land East of Kenilworth Development Brief	<b>Requested by</b>	Lib Dem and Green Groups & Cllr Murphy
<b>Reason considered</b>	<p><b>Liberal Democrats</b> - To ensure that the report comes back to O and S on the conclusion of the highways work, rather than just to the Portfolio Holder.</p> <p><b>Green Group</b> - To encourage a modal shift, can these plans be for cycling and pedestrian only access from Thickthorn Close to the new spine road, particularly to facilitate non-car travel to the new schools? See Local Plan TR1 especially paragraphs 5.37 &amp; 5.39</p> <p><b>Councillor Murphy</b> - I would like to call in Item 9 on the Executive agenda to allow Mr Eric Kerwin to speak on this issue. Concerns have been raised within this item and I think it could benefit the committee to hear from him.</p>				
<b>Scrutiny Comment</b>	The Overview & Scrutiny Committee supported the recommendations. With the support of the Portfolio Holder, the Committee asked that when the additional highway study is completed if the view of the Head of Development Service is that further public consultation is not required, this should be a matter that the Executive take to enable public scrutiny of the decision.				
<b>Executive Response</b>	The recommendations in the report were approved, subject to an amendment to recommendation 2.3, to add at the end of the sentence: <i>"but if the decision is not to proceed to consultation, a further report will be presented to Executive setting out the reasons and seeking approval for the Design Brief to be confirmed as currently written."</i>				

<b>Item no.</b>	11	<b>Title</b>	Creative Quarter	<b>Requested by</b>	Labour, Lib Dem and Green Groups
<b>Reason considered</b>	<p><b>Labour</b> - When and how will ownership of each site be decided? Will this be in separate Executive reports?  3.3.4 "Comments made by Member Reference Group", no detail given  3.3.5 Will these organisations (Loft, Motionhouse, Heartbreak) be able to stay in their locations and retain their storage spaces?  3.3.6 Bath Place Carpark - conversations with the other developers there? is there an agreement?  6.1 Reference is made to 'Reputational' Risk, what might be the nature of this?</p> <p><b>Liberal Democrats</b> - To examine the future of the Town Hall to ensure active engagement with the Town Council  An update on the Ombudsman complaint in the project.</p> <p><b>Green</b> - We look forward to these exciting redevelopment of the area, but seek reassurance regarding the legal arrangements and potential for phase 2 deals to waste tax payers' money in the long term.</p> <ol style="list-style-type: none"> <li>1. What are the legal implications of the 'creative quarter' (within the 'red line') in the phase 2 agreement? {My understanding is it only refers to wayfinding, public art &amp; street frontage improvements: if so, this should be made clear}</li> <li>2. Item 11 main document is written by WDC; Appendix A, phase 1 report by CDP, I assume. If approved by executive, what would be</li> </ol>				

	<p>legally binding?</p> <p>3. "To maximise the opportunities within the Creative Quarter, it is vital that the regeneration of Council owned assets is supplemented by wider wayfinding and public art initiatives, as well as street frontage improvements. It is envisaged that CDP will lead on these wider initiatives... " P3. Does this mean WDC cannot do any of this without CDP?</p> <p>4. 3.1.3 page 10. CDP are suggesting various ways they would make money. However, there is no indication of how the <b>level</b> should be determined. What mechanism will there be? E.g. if the first option in ii) is used, what if CDP and WDC disagree on the purchase price? {I know this is to be determined in 3.1.4}</p> <ol style="list-style-type: none"> <li>1. Legally is there anything that precludes any other form of profit share?</li> <li>2. What is the dispute resolution process if CDP and WDC disagree on the <b>method</b> of remuneration (other than going to arbitration as suggested in the collaboration agreement)?</li> <li>3. If WDC decides not to proceed with a project due to financial unfairness, could this be construed as breaking the agreement? What damages may CDP seek? How long would WDC have to wait before pursuing a different scheme on the same site?</li> </ol> <p>5. 3.1.5 Would either party be potentially liable for compensation if they fail to keep to this timetable?</p> <p>6. What length of delay to the court st project would mean that CDP could argue that WDC are failing to honour the agreement? What damages could CDP seek?</p> <p>7. In terms of our agreement with CDP, what is the legal status of having the Old Post Office in the documentation? {Obviously if CDP purchase it, then it is able to develop it, but it being in our documentation sends signals that concern some residents}</p> <p>8. Turning to the collaboration agreement, other than sections 3 and 4, do all other points remain valid?</p> <p>9. 24.1.4 of the collaboration agreement states "The parties shall be prohibited from independently proceeding with any specific schemes..." what is the legal status of this, if WDC decides it wants to 'develop' the town hall or pump rooms without CDP? What would constitute 'development'?</p> <p>How long does this clause apply?</p>
<b>Scrutiny Comment</b>	The Overview & Scrutiny Committee unanimously supported the recommendations in the report.
<b>Executive Response</b>	The recommendations in the report were approved.

<b>Item no.</b>	12	<b>Title</b>	<b>Requested by</b>	Labour Group
<b>Reason considered</b>	<p>Pg 11 Are there issues around these formulas? Are there any plans for adjustment to numbers?</p> <p>Pg 13 - Can I ask about 'Vacant Building Credit' - is this negotiable or not as in NPPF?</p> <p>Pg 14 Alternative Developer Contributions - <i>This financial contribution would be used to support the provision of affordable housing in other locations.</i></p> <p>Could a stronger form of language be used? Will or must?</p> <p>Pg 15 Affordability and Tenure-"2013 SHMA minimum 85% social rented homes", how does this make the table beneath possible where 60% is listed for social rented homes?</p> <p>Pg 17 Wording around design - offsite contributions is rather weak, words around energy efficiency 'strongly encouraged' does seem too open. In light of climate emergency does this need to be strengthened?</p>			
<b>Scrutiny Comment</b>	The Committee noted the report.			
<b>Executive Response</b>	The recommendations in the report were approved, subject to an amendment to recommendation 2.1 to replace "for an eight-week public consultation" with "for a twelve-week public consultation".			