

# 17 supporting documents 10-02-25

04 February 2025 15:56

## 24/5-145 Apologies

To receive and accept apologies where valid reasons for absence have been given to the Clerk prior to the meeting.

## 24/5-146 Declarations of Interest

To receive any declarations of interest in accordance with the requirements of the Localism Act 2011 and to consider any requests for dispensations in respects of pecuniary or nonpecuniary interests in Agenda items.

## 24/5-147 Minutes

To resolve to approve as a correct record the notes of the meetings of the Council held on 13th January 2025 & 16th January 2025 and to authorise the Chair to sign the official minutes.

<https://holbeach.parish.lincolnshire.gov.uk/downloads/file/1381/2024-5-14-draft-notes-13th-january-2025>

<https://holbeach.parish.lincolnshire.gov.uk/downloads/file/1395/2024-5-15-draft-notes-extraordinary-16th-january-2025>

## 24/5-148 Clerk

1. To receive a report from the Clerk

# Report

**To:** Members of Holbeach Parish Council –

**From:** Jan Hearsey: Parish Clerk

**Date:** 5th February 2025

**Subject:** Clerk's report

*The new software is proving very good. The Open Spaces team are using the Inspect Edge and are very impressed. We are all using service manager which allow us to record our time spent on each task. Please bear with us as it takes time to get used to the new way of working.*

2. To receive an update on vacancies

### **Vacancies**

*Town Ward = 7*

*Hurn Ward = 3*

*Drove Ward = 1*

3. To resolve to agree to have a portrait of HM King Charles

## 24/5-149 Finance & Admin Committee

1. To receive the report from the Chair of the Committee

*The Finance team have requested the Clerk to provide a "Forecast" Column on the budget comparison so we can all see at a glance what each committee has to spend.*

*There was quite a lengthy discussion about a new Video Camera. This is something that needs to be looked at in details to make sure that we get one that has clarity of sound, good picture quality and is a good reliable make. We are probably looking in*

*the region of £600.*

*The calendar when it comes up on our emails shows the committee meeting date but no time. Clerk will look into this.*

2. To note the bank balances as at 31st January 2025

<https://holbeach.parish.lincolnshire.gov.uk/downloads/file/1410/2025-january-financial-statement-31-01-25>

3. To resolve to agree the payments for January 2025 *of £38,178.85* and to note the income for January 2025 *of £3,176.67*

<https://holbeach.parish.lincolnshire.gov.uk/downloads/file/1406/2025-january-payments-for-authorisation>

*Please note that the older Kubota and zero turn are being sold in part exchange for the new Kubota for a total of £8,500, therefore the true figure of invoices to be agreed is £29,678.85*

4. To resolve to agree budget movements as recommended by the Committee

*£400 from insurance to phone & broadband*

*£1000 from insurance to IT*

5. To resolve to agree to add members to the Barclays Bank mandate as recommended by the Committee

*Barclays – Clerk & Deputy Clerk can make payments and either Cllr P Howden & Cllr T Wiltshire can authorise. Suggest adding Cllrs S Ball, S Hutchinson & J Sharman to authorise.*

6. To resolve to agree to add members to the CCLA mandate as recommended by the Committee

*CCLA ( only for transfers to and from Barclays) – Currently two Trustees – Clerk & Cllr I Hutchinson. Signatories Clerk & Cllr I Hutchinson. Suggest adding the deputy Clerk & Cllrs S Ball, T Wiltshire & J Sharman.*

#### **24/5-150 Open Spaces Committee**

1. To receive a report from the Chair of the Committee.

*There has been a very positive yes response to the Pump Track post on facebook. So we will be going forward getting quotes and siting recommendations for one.*

*The concrete benches have been removed from Jubilee Gardens due them all being broken and Gabion tables and benches will be installed.*

*The ground staff will start Topple testing on Monday.*

*An advert was put on facebook for the Northern's allotments no takers.*

*A skip was delivered to the Battlefield allotments last Monday and staff and some allotment holders promptly filled it, we now have 8 plots ready to let, thanks to ground staffs hard work clearing them. We will be advertising them now they are tidy. There is still some rubbish on the unusable plot to clear, we will unfortunately have to have another skip at a later date.*

2. To resolve to agree the use of Carters Park on 10th August 2025 for the SHDC Give it a go initiative and to resolve to agree to contribute to the hire of a pump track

- We have seen on Facebook that the PC are seeking feedback for a possible pump track to go into Carter's Park. We think this would be an excellent idea and would love to see this happen in Holbeach! In fact, we hired a pump track during last summer in Spalding as a trial because we would love to try and get one for Spalding too. I've attached photos of the day to this email. It was hugely popular, and we took the opportunity to do a survey on the day of the event to gauge interest for a permanent track. I'm mentioning this thinking about our*

Give it a Go event proposal for Carter's Park on Sunday 10<sup>th</sup> August and wondered whether the PC might like to trial a track and use the Give it a Go event to do this? I think the cost to hire was around £3,000 and we would contribute half of this amount if the PC were interested. The company we used have professional trainers and assistants that accompany the track and guide the children and adults round it if needed – we have all risk assessments, method statements and liability docs, etc...Please let us know if the PC would be interested to work with us on this.

- Secondly, we are organising some tennis workshops to take place at Ayscoughfee during the two weeks of Wimbledon which normally takes place end of June/beginning of July. We wondered if the PC would like us to organise some workshops to take place at Carter's Park tennis courts as well during this time?

3. To resolve to agree the way forward with the toilets in Carters Park as recommended by the Committee

The committee is recommending purchasing some freestanding toilets which will be sited in Caters Park either to one side or the other of the bungalow and connected to water and drainage. The existing toilets would be remodelled to provide welfare facilities for the open spaces team. <https://www.portablespace.co.uk/product/steel-av-twin-toilet>  
<https://www.ibequipment.co.uk/products/double-cubicle-toilet>  
<https://www.jericogroup.com/product-page/double-portable-toilet-2-950-vat>

4. To resolve to agree the contract with the LTA as recommended by the Committee

CIA Maintenance Regime and Call Out Costs						
	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total
<b>LITE (per gate)</b>	£156.00	£536.00	£536.00	£536.00	£536.00	£2,300.00
<b>PREMIUM</b>	£281.40	£601.40	£601.40	£601.40	£601.40	£2,687.00
<b>Warranty</b>	Warranty period is 12 months, and includes: b. regular testing of the API software; c. provision of a help desk seven (7) days a week [between the hours of 07.00 and 21.00 between March and October (inclusive) and 07.00 and 19.00 between November and February (inclusive)] to log and respond to issues arising with or related to the operation of the gate and/or access control system; d. undertaking corrective action in respect of and in connection with the gate and/or access control system as necessary, including by repairing and/or replacing the gate and/or access control system (or any part of the same) which is or has become defective. Send an engineer to site for damaged or vandalised equipment, charged at a rate detailed below plus parts e. otherwise ensuring the continued operability of the gate and/or access control system, including by ensuring that the access control system continues to allow access to the site facility remotely via the booking app owned and/or operated by LTA Operations.					
<b>Year Two onwards</b>	All the above plus an annual service of the gate and access control system, including: (i) testing the keypad and replacing the batteries; and (ii) checking the gate and access control system are operational, including the internal manual exit and self-closer function of the gate					
<b>Costs not covered by warranty or maintenance fee</b>	In the event of a corrective visit being required - i.e. accountable to equipment failure under circumstances, such as, but not limited to, possible lightning damage, vandalism, flooding etc. - such visits will be charged to the venue, adopting CIA's current callout rate schedule below plus materials:					

**Funding Agreement FAQs**

**Registration**

Within the Funding Agreement, Registration is free for all venues listed in the Agreement in line with the Standard Obligation Periods. In addition, the LTA has agreed through its registration regulations that all venues will default to the longest Standard Obligation Period of time applied to any one project listed within the Agreement. The LTA has also agreed that any other parks owned by the same Local Authority and managed by the same Operator covering the parks listed in the Agreement within the Local Authority will receive free registration for the same period.

**Booking**

Clubspark (or any other LTA agreed system that can connect to LTA Play and provide trackable data) must be continued to be used for the duration of the project as we have a requirement to provide data in return for DCMS funding.

While we can't provide any guarantee in the agreement, the LTA will continue to be a significant partner with Clubspark and our intention will be for the booking system to

be free for registered venues through the project. Only courts that are charged for will incur any charges and we will continue to ensure any price changes are kept to a minimum.

#### Gate Charges

The Gate maintenance charges for the first 12 months are covered by a manufacturer's warranty and then applicable for the following 4 years. The access codes, cloud hosting and data fee are fixed for the first 5 years of the Agreement. The LTA will then negotiate with the Gate Contractor at that point to keep any future increases to a minimum but the LA would be able to consider alternative options at that point.

#### Who can be a recipient of funding?

Any local authority, unitary authority, council (including borough councils, county councils, district councils and parish councils), metropolitan district and London boroughs. The legal identity of each council and their registered address needs to be included on the grant agreement

#### Is there a defects liability period with the contractors for each project?

The defect liability period is referred to under the JCT contract as the rectification period. For our Minor Works call off contract this is 3 months.

#### How and when will grant payments be made

The LTA will pay the Local Authority on certification of works confirmed by the LTA Contracts Manager and Local Authority. The LTA will make payments bi-weekly. On receipt the Local Authority can make payment to the Contractor

#### Is Guidance provided on how to maintain the courts and operate the Gates

It is advisable that the LA be present at Handover to obtain operational information and also have demonstrations on how the gate works. This would include an override provision and a key for lite version. The LTA has guidance on the website as to how to maintain courts throughout their lifespan. [court-surfaces-guidance.pdf](http://court-surfaces-guidance.pdf) ([lta.org.uk](http://lta.org.uk))

#### Who will pay for any unforeseen additional cost of works once the project has started?

The contractor will raise any unforeseen costs with the LTA appointed Contracts Manager. If in agreement, the LTA will cover any additional costs. The contractor will be advised of the process in advance of work starting and processes are in place to ensure decisions can be made quickly by the LTA's Contracts Manager.

#### When it comes to the LA carrying out works to the same value – is there a standard stipulated?

While we are not stating who carries out the works, we would recommend using SAPCA contractors.

#### What are the gate maintenance costs?

The first year of annual maintenance will be free. (see below for more information)

#### Why have the Football Foundation been used as the contracting authority and not the LTA?

As the LTA are not a principally publicly funded organisation, they are not able to be the contracting authority for a framework agreement to which suppliers are appointed in accordance with public procurement regulations. For this reason, the Football Foundation will be the ultimate contracting authority and the LTA have signed a SLA to act on their behalf and assume all liability for the administration of the framework agreements

#### How would a Local Authority implement a 'call-off contract' within this programme?

For court refurbishment, Henry Riley (Appointed Quantity Surveyors) will prepare the contract and send to the LA who will check it is correct and then issue to the contractor. The call off contract that will be used is the JCT Minor Works Building Contract with Contractors Design 2016.

For the gate element of the programme, the LTA will prepare the order form which acts as the building (call-off) contract. The local authority will confirm the costs and maintenance program by completing the relevant sections of the form and send to CIA (Gate Framework Contractor) for signature.



*Will the LTA require a legal charge on the property to invest enable investment into the site?*

*The LTA will not require legal security to invest in the site however the Local Authority will have to sign the funding agreement which is a legal contract that includes the terms and conditions of the grant.*

*Can the framework be accessed by all Local authorities across England, Wales and Scotland?*

*The framework can be accessed by all Local Authorities across England, Wales and Scotland. This is set in our service agreement with the Football Foundation. The links to the LA's are below · List of council in England ([publishing.service.gov.uk](http://publishing.service.gov.uk)) · Organisations - [mygov.scot](http://mygov.scot) · <https://www.wlga.wales/welsh-local-authority-links>*

*Do CIA Fire & Security Limited have the exclusive right to undertake the gate works? And If not, can we carry out our own procurement process?*

*Local Authorities do not have to use the framework and can source their own gate supplier or main works contractor if they so choose, however, the frameworks have been procured to provide cost and delivery efficiencies due to the specialist nature of the works. The frameworks have been designed to meet all relevant procurement regulations that apply to England, Scotland and Wales. If a local authority chooses to procure the works themselves, then the scope of works will need to be agreed in writing by the LTA before being tendered and the tenders will need to be technically compliant for both court and gate works. With regards to the access gate, a full demonstration will need to be provided demonstrating how the proposed system connects to the LTA's booking platform (API) and a physical demonstration of how the gate works on site. The LTA would also evaluate the tenders to make sure they are achieving value for money which is a requirement of the DCMS/LTA funding agreement.*

*Can the Local Authorities amend the funding agreement or building contract?*

*The terms and conditions of the grant funding agreement have been agreed by DCMS and LTA Tennis Foundation ("LTA TF") as those to be used by LTA TF for the making of individual grants from the DCMS monies. For that reason and also as a result of the large number of local authorities and sites that we are dealing with, we are unable to negotiate on a case-by-case basis and need to ensure the consistency of the documentation across the parks [renovation project]. Likewise, the terms and conditions of the call off contract (based on the JCT minor works building contract with contractor's design) under the framework agreement have been accepted by the appointed contractors through the public procurement tender process.*

*This is all intended to enable the funding to be distributed in line with the purpose of the funding programme, that being to deliver a high number of small park tennis court improvements within a short timeframe, through a framework created in line with public procurement regulations, and to be as simple as possible for any Local Authority to adopt as we are looking to provide investment in parks across 250 Local Authorities with a limited budget.*

*If a Local Authority has any concerns we would be happy to discuss and hopefully allay any concerns.*

*I hope that this provides an explanation as to why we are unable to amend the agreements however if you need to discuss further then please let me know*

#### **4/5-151 PPES Committee**

*1. To receive the report from the Chair of the Committee.*

*The SID locations for February/March are Holbeach St Marks and Holbeach Clough.*

*It was agreed that the chair would construct a report to LCC regarding traffic issues in Edinburgh Walk to be agreed at our next meeting.*

*We fully support the proposed speed reduction to 40mph on the A151 between Whaplode and Holbeach.*

*The 40 mph signage on Jekils Bank between New River Gate Corner and Fenland Airfield have now been installed.*

*It was resolved to agree to go out to tender for an asbestos survey and damp proof works to Park Rd Bungalow and roof repair works on 2,4&4a High St.*

*I was agreed to change the name to Planning for Emergencies from Emergency Planning. It was resolved to agree to go out to tender for Electrical Installation Condition Reports for those council owned properties that require one and the clerk and deputy clerk to undertake fire risk assessments on all council owned properties.*

**2. To discuss and resolve to agree the way forward with the Beacon for Events**  
*The Beacon is sited at the end of Wignal;'s Gate junction with the A151. The land and the Beacon are owned by SHDC. In order to use this area and light the Beacon we need consent from SHDC. The Beacon's base is rotting and for H & S reasons it is not felt safe to light. SHDC do not have funds to restore the Beacon. What are the Council's options? The current site is limiting due to it's size and proximity to a busy road. The Beacon is due to be lit on the 8th May to commemorate the 80th anniversary of D-Day*

**3. To resolve to agree the updated TOR's**  
**PPES Committee**  
**Terms of Reference**

*(a) Purpose*

*The purpose of the PPES Committee is to consider all planning applications received and comment on them in accordance with Material Planning Considerations. The Committee has delegated responsibility for the overall management of property, leases, rent reviews and maintenance of Council-owned buildings for which it has delegated powers to act on behalf of Full Council. The Committee is to monitor the Emergency Plan and to place and monitor the Speed indicator devised and matters of road safety. Subject to budget, expenditure and contractual limits.*

*(b) Membership*

*The Committee shall comprise n Councillors (where n is no fewer than 3 and ideally no more than 5). The Committee quorum is three (3) and the Committee shall meet in each Committee cycle and/or as required. If a councillor resigns from the Committee/Council during the year a new councillor will be appointed at the next appropriate Full Council meeting.*

*The chairman of the committee will be elected by the committee at either the Annual Parish Council meeting or its first meeting after the Annual Parish Council meeting. The election of a vice chairman is optional, it will however follow the same process as the election of a chairman.*

*It is advised that one member of the council should not be chairman of more than one committee, in order to encourage wider participation.*

*(c) Functions*

*To have an emergency spend budget of £1,000 (authorised in conjunction with the Clerk) for work within the remit of the committee. To monitor all policies and procedures and to recommend any changes to Council. To provide a monthly report to Council detailing any issues, changes or events that have occurred between meetings.*

*The Committee will be responsible, in conjunction with the Clerk to the Council or other professional advisers, for:-*

**Planning**

- The Planning Committee has the delegated authority from Holbeach Parish Council:*
- To make representations to the Local Planning Authority on applications for planning*

- permission which have been notified to the Council;
- To make representations in respect of appeals against the refusal of planning permission;
- To identify and make representations to the relevant authorities in respect of enforcement action or any matters considered to be breaches of planning regulations;
- To monitor, review and where necessary make recommendations to the Council for amendments to the planning consultation procedure;
- Planning applications shall be circulated to Planning Committee members as they are received before the Parish Council PPES Committee meeting and Full Council, by the Parish Clerk. The applications may be viewed on the Planning Portal at South Holland District Council.

### **Properties**

The Committee's overall responsibilities in conjunction with the Clerk are to keep under review all Council-owned buildings, and, having regard to health and safety issues and to any relevant environmental concerns, specifically:

- to arrange for an annual inspection of buildings to be carried out and to produce a report to Council with recommendations for maintenance work to be planned during the next financial year;
  - to respond to reports of faults, issues and problems arising in relation to any Council-owned buildings, and to arrange for repairs to be carried out in-house or recommendations made to Council for contractors to be appointed as necessary when outside the delegated powers of the committee;
  - to conduct regular rent and lease reviews **without the need to consult Full Council**
  - to review the Council's asset register on an annual basis and, in liaison with the Finance & Admin Committee, give relevant assurances to Council for the signing of the Annual Return.
- The Committee shall keep under review the Council's Financial Risk Assessment Policy (Finance and Admin Committee's responsibility) and make recommendations to the Finance & Admin Committee for any amendments or improvements required from time to time, or for any adjustments required in the Council's insurances.

### **Emergency Planning**

The Committee will oversee the implementation of any community emergency planning and resilience practices which may be agreed by the Council from time to time.

### **Speeding**

- To identify, quantify and list the major traffic management problems (parking, congestion, speeding etc.) that affect Holbeach and Parishes.
- To identify and evaluate feasible options for improving the traffic management problems in the Parish.
- In liaison with the relevant bodies in Lincolnshire County Council and South Holland District Council and other stakeholders.
- To manage the implementation and management of the Speed Indicator Devices.
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### **(d) Specific Sub-committees or Panels**

Smaller and specifically focussed Sub-committees/panels can be set up to deal with issues arising.

### **(e) Confidentiality**

*Parts of the meetings of this Committee/Sub-Committee will be confidential to the members of the PPES Committee and Clerk with the press and the public excluded where appropriate.*

4. To resolve to agree the damp proof works at Park Bungalow as recommended by the Committee

#### **24/5-152 Events & PR Committee**

1. To receive the report from the Chair of the Committee. *None submitted*

#### **24/5-153 Meeting**

1. The next meeting of the Council will be on Monday 10th March 2025 at Methodist Church, Albert Walk, Holbeach preceded by the Annual Parish Meeting at 19:00.

Closed Session To resolve to agree to exclude the press and public under the Public Bodies (Admission to Meeting) Act 1960 due to the confidential nature of the business to be transacted.