

#### 07 February 2019

#### **Dear Councillor**

You are invited to attend a meeting of the Policy & Resources Committee to be held in

The Chamber, Cookstown at Mid Ulster District Council, Council Offices, COOKSTOWN, BT80 8DT on Thursday, 07 February 2019 at 19:00 to transact the business noted below.

Yours faithfully

Anthony Tohill Chief Executive

#### AGENDA

#### **OPEN BUSINESS**

- 1. Apologies
- 2. Declarations of Interest
- 3. Chair's Business

#### Matters for Decision

| 4. | Vehicle All Round Safety Camera System                   | 3 - 12  |
|----|--|---------|
| 5. | Improvement Objectives 2019-2020 (proposed) and          | 13 - 20 |
|    | Consultation from February - March 2019                  |         |
| 6. | Earls Project – Lease of Council owned Lands situated at | 21 - 38 |
|    | Railway Park, Dungannon to STEP                          |         |
|    | •  |         |

#### Matters for Information

| 7 | Minutes of Policy and Resources Committee held on 9 | 39 - 42 |
|---|---|---------|
|   | January 2019  |         |
| 8 | Local Government Partnership on Travellers Issues – | 43 - 46 |
|   | Subscription 2019-20                                |         |

Items restricted in accordance with Section 42, Part 1 of Schedule 6 of the Local Government Act (NI) 2014. The public will be asked to withdraw from the meeting at this point.

#### Matters for Decision

- 9. Staffing Matters for Decision
- 10. Village Renewal Scheme: Rural Development Programme 2014-

- 2020 Lands situated at Roan Park, Eglish, Dungannon
- 11. Acquisition of Land at Market Square/Feeneys Lane, Dungannon
- 12. Ticketsolve Contract
- 13. 2019/20 Insurances
- 14. Rate Estimates 2019/20
- 15. Minimum Revenue Provision Policy
- 16. Robustness of Rate Estimates 2019/20
- 17. Adequacy of Reserves 2019/20
- 18. Rates Support Grant Judicial Review Update
- 19. Staffing Office Accommodation Arrangements

#### Matters for Information

- 20. Confidential Minutes of Policy and Resources Committee held on 9 January 2019
- 21. Contracts and DAC
- 22. Finance Report for 9 months ended 31 December 2018
- 23. Staffing Matters for Information
- 24. GDPR Compliance and Progress Update

| Report on         | Vehicle All Round Safety Camera System     |
|-------------------|--|
| Date of Meeting   | 7 <sup>th</sup> February 2019              |
| Reporting Officer | Terry Scullion - Head of Property Services |
| Contact Officer   | Paddy Conlon, Building & Assets Manager    |

| Is this report restricted for confidential business?                | Yes |   |
|---|-----|---|
| If 'Yes', confirm below the exempt information category relied upon | No  | Х |

| 1.0 | Purpose of Report   |
|-----|---|
| 1.1 | To seek members' approval to retrofit and fund exterior all round camera safety systems to the fleet which are in excess of 3.5T that won't be replaced in the 2019/2020 replacement schedule.  |
|     | Background  |
| 2.1 | Council's vehicle fleet includes 59 vehicles in excess of 3.5T on Council's Operating Licence. The majority of vehicle replacements since 2015, have been purchase with all round safety cameras providing a 360 Birdseye view around the exterior of the vehicle from the cab. The majority of these vehicles operate within the waste collection environment.   |
| 2.2 | Preventing collisions with vehicles, hazards and vulnerable road users needs the driver to have eyes on every corner of the vehicle, which is impossible without the help of technology. Such camera systems help remove all blind spots and cover every angle of their vehicle in real time.   |
| 3.0 | Main Report   |
| 3.1 | Following a tragic incident on 6 <sup>th</sup> November 2018 an operative from Causeway Coast & Glens Borough Council died as a result of injuries sustained in a collision with the refuse collection vehicle he was working alongside. Subsequently, the HSENI has reminded Councils of the importance of all aspects of safety in Waste Collection and working in and around Refuse Collection Vehicles. |
| 3.2 | The HSE indicates that nearly a quarter of all deaths involving vehicles at work occur during reversing. Many other reversing accidents do not result in injury but cause costly damage to vehicles, equipment and premises. Such camera systems are considered an important safety feature to help mitigate the risk.  |

- 3.3 All Council Refuse Collection Vehicles have a camera positioned at the back of the vehicle pointing down on the binlifts. In addition to the bin lift camera, vehicles purchased from 2015 also have either a 360 degree camera system, or a 4 way camera system showing the side/s and front of the vehicle that can aid the driver in reversing manoeuvres. This is one of a number of safety control measures in operating large vehicles in a typical Council environment to minimise risk to staff, the public and others.
- 3.4 However, there are currently 15 Council vehicles on Council's Operating Licence that do not have a 360 degree camera system, or a 4 way camera system installed. These include a small number of vehicles operating within Street Cleansing, Grounds Maintenance, and Building Maintenance purchased since 2015, as well as some Refuse Collection Vehicles. The estimated cost is £25K to retrofit the vehicles with 360 Birdseye view camera safety systems around the exterior of the vehicle, viewed from the cab. See appendix 1 for an illustration of such as camera system.
- 3.5 Appendix 2 details the list of vehicle types, which excludes vehicles planned for disposal or replacement in 2019/20 were retrofitting is required. Retrofitting such safety systems would contribute to lowering the risk levels significantly in vehicle manoeuvres in close proximity to people and property.

#### 4.0 Other Considerations

#### 4.1 | Financial, Human Resources & Risk Implications

#### Financial:

This is considered to be an essential safety improvement for the benefit of vehicles users and the public. Therefore funding is requested from Council revenue reserves to retrofit the cameras at an estimated cost of £25,000 based on current market prices. The exact cost will be determined by a competitive tender exercise.

#### Human:

Officer time to carry out a quotation exercise for the camera, programme and coordinate retrofitting works, whilst minimising the impact of frontline service delivery.

#### Risk Management:

Retrofitting will help Council meet its safety obligations by assisting with risk assessment review, or following incidents, accidents and near misses to aid health and safety performance improvement. It will help address concerns expressed by HSENI following the recent fatality in Causeway Coast & Glens Borough Council.

| 4.2 | Screening & Impact Assessments   |
|-----|--|
|     | Equality & Good Relations Implications:  |
|     | None.  |
|     | Rural Needs Implications:  |
|     | None.  |
| 5.0 | Recommendation(s)  |
| 5.1 | Members are asked to approve the release at a cost of £25,000, plus a 10% contingency (£27,500) from revenue reserves to retro fit the 360 Birdseye view camera safety systems around the exterior of the vehicles detailed in the report. |
| 6.0 | Documents Attached & References  |
| 6.1 | Appendix 1 – Birdseye Camera System Illustration   |
| 6.2 | Appendix 2 – Vehicle List  |

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|--------|----|----|

## Backeye®360



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All vehicles have blind spots – areas around the vehicle that are obscured to the driver by bodywork or machinery. When manoeuvring, these blind spots present a significant danger to anything or anyone in the vehicle's path and inhibit the driver's ability to operate the vehicle safely.

Mirrors and single-view cameras can help but, even with this extra assistance, the driver may still not see everything in the vehicle's path.

**Backeye®360** is an intelligent camera monitor system designed to assist low-speed manoeuvring by providing the driver with a complete surround view of the vehicle in real time.

- · Eliminates blind spots, improves safety
- Comprehensive view of the surrounding area in a single image
- Reduces collisions with people and objects



#### **About us:**

Brigade Electronics is a market leader of safety devices, with solutions to suit all commercial vehicles and mobile plant.

Brigade's complementary range of safety devices help prevent collisions by assisting the driver whilst protecting workers, pedestrians and cyclists.

Research shows that in the time it takes to scan four mirrors, assess and then react to hazards, even at speeds as low as 5kph, a vehicle could travel as far as 10m

## Backeye®360

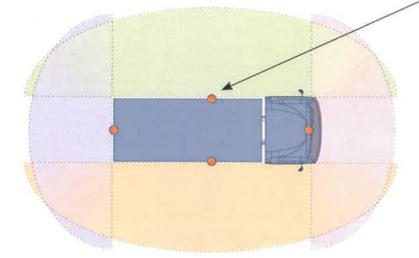


Backeye®360 is an intelligent camera monitor system designed to assist low-speed manoeuvring by providing the driver with a complete 'bird's-eye' surround view of the vehicle in real time.

#### **How it works**

Brigade offers a choice of 360° technologies, which work with four ultra wide-angle cameras with each one covering one full side of the vehicle with a viewing angle of over 180°.

High-mounted on the front, rear and sides, the calibrated cameras capture all of the surrounding area including the blind spots of the vehicle or machine.

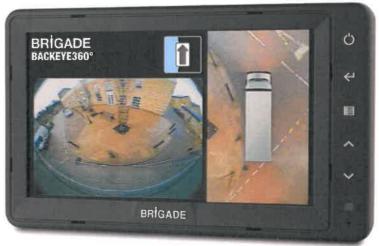


The four live images are simultaneously sent to an electronic control unit (ECU) where they are instantly processed, combined, blended and stitched. The distortion from the wide-angle camera lens is also corrected before delivering a clear, single, smooth, real-time image onto the driver's monitor.

Backeye®360 will work on virtually any rigid vehicle or machine, large or small and the distance of the viewing area can be set to suit the application.

Backeye®360 is compatible with Brigade's MDR recording systems.

The flexibility of Brigade systems means there are solutions suitable for both on- and off-road applications.



Actual Backeye®360 image

Please visit our website for more information, individual specifications and to view our full range of safety solutions.

brigade-electronics.com/360



# BRIGADE

# MDR-500 Series Mobile Digital Recorders

#### Protecting your driver. Providing your witness

Incidents involving vehicles are time-consuming issues to resolve. Having recorded footage where there are conflicting reports of actual events or by being able to prove a staged accident, companies can make major cost savings whilst, importantly, supporting their drivers who are often the subject of increased scrutiny after an incident.

Brigade's MDR range includes four-channel mobile DVR with a 500Gb hard drive and eight-channel, 1TB models. Both four- and eight-channel vehicle recorders include models with WiFi and/or 3G/4G connectivity capabilities\*, allowing data to be accessed from the recorder without physically having to go to the vehicle.

- Records from up to eight cameras simultaneously
- Built-in GPS for recording speed and location
- G-sensor provides impact data and accelerating and braking
- Download data without physically going to the vehicle. (WiFi and 3G/4G only)
- Supports AHD High Definition cameras



#### About us:

Brigade Electronics is a market leader of safety devices, with solutions to suit all commercial vehicles and mobile plant. Our complementary range of safety devices help prevent collisions by assisting the driver whilst protecting workers, pedestrians and cyclists

## MDR-500 Series Mobile Recorder





## **MOBILE DIGITAL RECORDER**

| MDR-508-1000<br>MDR-508GW-1000<br>MDR-508G-1000<br>MDR-508W-1000 | <ul> <li>- 8 channel 1TB hard disk recorder</li> <li>- 8 channel 1TB hard disk recorder with WiFi and 4G</li> <li>- 8 channel 1TB hard disk recorder with 4G</li> <li>- 8 channel 1TB hard disk recorder with WiFi</li> </ul> | 5126<br>5127<br>5128<br>5129 |
|--|---|------------------------------|
| MDR-504-500<br>MDR-504GW-500<br>MDR-504G-500                     | <ul> <li>4 channel 500GB hard disk recorder</li> <li>4 channel 500GB hard disk recorder with WiFi and 4G</li> <li>4 channel 500GB hard disk recorder with 4G</li> </ul>   | 5122<br>5123<br>5124         |
| MDR-504W-500   | - 4 channel 500GB hard disk recorder with WiFi  | 5125                         |

- 9-32Vdc
- 4 or 8 camera inputs -Supports ADH high definition cameras
- · 8 trigger/alarm inputs
- Lockable and interchangeable Hard Drive Unit - upgradeable to 2TB
- Fast, easily downloadable recordings and data
- Size (WxHxD)
   150x70x180mm (MDR-504)
   182x72x197mm (MDR-508)
- 3 year warranty

#### **Features**

- Remotely access MDR units using wireless (WiFi models only) and/or Mobile network (4G models only)
- Mobile apps for remote view (WiFi/4G models only)
- Geo-fencing (WiFi/4G models only)
- Mobile Standards: 2G/3G/4G
- Audio (cameras must have microphones)
- · Robust aluminum housing
- Anti-vibration mounting allows for installation at any angle
- Built-in GPS
- Internal G-sensor and built-in buzzer
- Up to 1862 hours recording
- Recordings saved to hard disk (protected by non-visible digital watermark) and in-built mirror recording onto SD card
- Recording modes: normal, alarm and timer (all watermarked)
- Configurable alarm trigger settings (speed, G-force, motion detection, video loss, voltage)
- Record images prior to alarm activation and after vehicle switched off

- MDR-Dashboard (full player) and MDR-Player (portable) with Google and MS Bing maps (English only)
- Search by date, time or triggered events
- Multi-level password protected access
- Hard drive unit directly pluggable to PC via USB port
- 8 x trigger Inputs, 2x trigger outputs and 1x12V power output
- Built-in HDD heater
- MDR Control using USB Mouse or IR remote control
- USB 3.0 connection
- TV System: PAL/NTSC/AHD
- Compatible with Brigade's vehicle CCTV camera monitor systems and Backeye®360 systems

#### **Image and Audio Quality**

- High quality H.264 image compression
- ADPCM audio compression
- Choice of 8 low to high resolution settings
- Record between 1 and 25 frames per second, per channel

Please visit our website for more information, individual specifications and to view our full range of safety solutions.

brigade-electronics.com/MDR

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## Appendix 2- Vehicle Type List

| MUDC                    | Fleet - Retrofit of | f camera systems                    |
|-------------------------|---------------------|-------------------------------------|
|                         | YEAR                | MAKE / MODEL                        |
| REFUSE VEHICLES         |                     |                                     |
|                         | 2012                | Dennis Olympus                      |
|                         | 2012                | Mercedes Econic                     |
|                         | 2011                | Iveco Trakker Hooklift              |
|                         | 2014                | Merc Euro 5                         |
|                         | 2012                | Dennis Euro 5                       |
|                         | 2011                | Merc Euro 5                         |
|                         | 2012                | Mercedes                            |
|                         | 2010                | DAF Mac Pac                         |
| STREET CLEANSING        |                     |                                     |
|                         | 2014                | Vauxhall Movano Tipper              |
|                         | 2012                | Scarab Minor Sweeper                |
|                         | 2016                | Iveco Daily Dropside with Tail lift |
| GROUNDS<br>MAINTENANCE  |                     |                                     |
|                         | 2016                | Iveco Eurocargo Tipper              |
|                         | 2016                | Iveco Beaver Tail                   |
|                         | 2016                | Iveco Daily Beaver Tail             |
| BUILDING<br>MAINTENANCE |                     |                                     |
|                         | 2016                | Iveco Eurocargo Tipper              |

| Report on         | Improvement Objectives 2019-2020 (proposed) and Consultation from February - March 2019 |
|-------------------|---|
| Date of Meeting   | Thursday 7 <sup>th</sup> February 2019  |
| Reporting Officer | P Moffett, Head of Democratic Services  |
| Contact Officer   | L Jenkins, Performance & Quality Officer  |

| Is this report restricted for confidential business?                | Yes |   |
|---|-----|---|
| If 'Yes', confirm below the exempt information category relied upon | No  | Х |

|     | Purpose of Report   |  |   |
|-----|---|--|---|
| 1.1 | To consider and agree improvement objectives for consultation on Improvement Objectives as set in c Act (NI) 2014 (the Act).  |  |   |
| 2.0 | Background  |  |   |
| 2.1 | The 2014 Local Government Act places a general arrangements to secure continuous improvement  |  |   |
| 2.2 | The council previously approved 4 improvement of 2017-18 to 2018 -19. Officers subsequently develor improvement regime around the 4 improvement ob  | pped the council's perfo   |   |
| 2.3 | Following consideration by senior management, me improvement objectives are recommended to progression to provide sufficient time to bring about increased to   | ress through into the ne   | ew financial yea<br>itizens, with the                         |
|     | addition of one new improvement objective. Appen Improvement Objectives 2019 to 2020 together wit   | dix One details the draft  |   |
| 2.4 | addition of one new improvement objective. Appen  | dix One details the drain har rationale for each (state of the control of the con | see 2.4 below).<br>igned, along wi<br>ent outcomes f          |
| 2.4 | addition of one new improvement objective. Appen Improvement Objectives 2019 to 2020 together wit Each improvement objective has a Senior Respons a project team, to develop and embed a body of we citizens specific to the objectives for which they are  | dix One details the drain har rationale for each (state of the control of the con | see 2.4 below). igned, along with ent outcomes fectives are:  |
| 2.4 | addition of one new improvement objective. Appen Improvement Objectives 2019 to 2020 together wit Each improvement objective has a Senior Response a project team, to develop and embed a body of wo  | dix One details the drain that ha rationale for each (sometimes is a sible Officer (SRO) assions to deliver improvem the responsible. The Object.  | see 2.4 below).<br>igned, along wi<br>ent outcomes f          |
| 2.4 | addition of one new improvement objective. Appen Improvement Objectives 2019 to 2020 together wit Each improvement objective has a Senior Respons a project team, to develop and embed a body of we citizens specific to the objectives for which they are Improvement Objective  To assist in the growth of the local economy by   | dix One details the drain har a rationale for each (some sible Officer (SRO) assion to deliver improvem the responsible. The Object SRO Director, Business &   | igned, along with ent outcomes fectives are:  Status          |
| 2.4 | addition of one new improvement objective. Appen Improvement Objectives 2019 to 2020 together wit  Each improvement objective has a Senior Respons a project team, to develop and embed a body of we citizens specific to the objectives for which they are  Improvement Objective  To assist in the growth of the local economy by increasing the number of visitors to our district.  To improve the average processing time of | dix One details the drain har rationale for each (some sible Officer (SRO) assion to deliver improvem the responsible. The Object SRO  Director, Business & Communities  | igned, along with ent outcomes fectives are:  Status Existing |

| 3.0 | Main Report  |
|-----|--|
| 3.0 | Main Report  |
| 3.1 | Statutory Guidance issued by the Department for Communities to Councils on taking forward the general duty on improvement, requires that the council consult on a yearly basis on their improvement objectives. This requirement on consultation falls from section 87 of the Local Government Act (NI) 2014.  |
| 3.2 | There is no statutory duty to consult on the improvement plan, but rather the improvement objectives. Three of the existing improvement objectives and progress towards same have been reviewed, and it is considered that they remain, as previously set for the period 2017-19, with the addition of one new objective moving forward into the new financial year. |
| 3.3 | A report on delivery of the improvement objectives, detailing key deliverables throughout 2018-19, will be provided to April committee.  |
|     | Consultation & Improvement Plan 2019/20  |
| 3.4 | It is recommended that arrangements to consult on the Improvement Objectives, as referred to in section 2.4 above, commence following the Policy & Resources Committee meeting and run from 8 <sup>th</sup> February to 15 <sup>th</sup> March 2019.   |
| 3.5 | The following is an outline timeline for the consultation and development of the Council's 2019-20 Improvement Plan:   |
|     | Consultation from Friday 8 <sup>th</sup> February to Friday 15 <sup>th</sup> March   |
|     | Outcomes Report on the Consultation considered by April P&R Committee  |
|     | Draft Performance Improvement Plan (2019-2020) to be considered at June P&R Committee  |
| 4.0 | Other Considerations   |
| 4.1 | Financial, Human Resources & Risk Implications   |
|     | Financial: not applicable  |
|     | Human: not applicable  |
|     | Risk Management: Non-initiation of the consultation would be outside the requirements of the Department statutory guidance on improvement leading to a risk of non-compliance under the Act.   |
| 4.2 | Screening & Impact Assessments   |
|     | Equality & Good Relations Implications: not applicable at this stage   |
|     | Rural Needs Implications: not applicable at this stage   |
|     |  |

| 5.0 | Recommendation(s)  |
|-----|--|
| 5.1 | That members consider and approve the four improvement objectives for 2019 to 2020 (three existing improvement objectives for a further 12 month period [2019-20], and the addition of one new improvement objective for the incoming financial year), and the initiation of consultation on same together with associated timeline. |
| 6.0 | Documents Attached & References  |
| 6.1 | Appendix One - Draft Corporate Performance Improvement Objectives 2019- 2020   |

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#### **APPENDIX A - Proposed – Draft Corporate Performance Improvement Objectives: 2019-20**

| Corporate Improvement Objective                       | 1) To assist in the growth of the local economy by increasing the number of visitors to our district |  |  |
|---|--|--|--|
| Senior Responsible Officer:                           | Community Plan Theme & Outcome   | Project (Action)   |  |
| Adrian Mc Creesh (Director of Business & Communities) | Theme 1: Economic Growth  Outcome: We have more people working in a diverse economy                  | A programme of tourism activities,<br>developing collaborative partnerships, to get<br>more people to visit and stay in our district |  |

#### Why we are doing it?

Tourism is a major engine for job creation and a driving force for economic growth and development, as highlighted by recent figures. There has been a steady growth in overall tourism in Northern Ireland from 2011<sup>1</sup>. In the year ended March 2018, visitors spent £939 in the local economy<sup>2</sup>, with 70% coming from external visitors, making tourism worth £662m as an export business. Overall tourism represents 5.4% of total jobs (supporting 1 in every 18 jobs), across Northern Ireland. The Programme for Government has set on of its outcomes as wanting Northern Ireland to "…create a place where people want to live and work, to visit and invest", and one of its indicators is to, "Improve Northern Ireland's attractiveness as a destination".

Tourism is recognised as an economic driver, to stimulate growth by the Council, to deliver jobs and investment. We want to increase the number of the 3,000 plus local tourism and tourism related jobs in the district<sup>3</sup>. Opportunities for tourism growth lie in building on existing and new tourism propositions into a single tourism product or destination by capitalising on Mid Ulster's central position in Northern Ireland, within an hour's drive of the Causeway Coast, North West, Fermanagh Lakes, Belfast and many cross border destinations. Mid Ulster has scope to grow within the tourism marketplace; it is a developing destination and as such has not yet fulfilled its potential.

We will work with our partners and others to promote Mid Ulster as a successful tourist destination. We want to assist with establishing good communication and collaborative relationships between stakeholders with an interest in sites, facilities, hospitality, skills development, quality standards, attractions and marketing. We want to ensure a welcoming and clean public realm, including public toilets, street furniture, signage etc.; all that is necessary to facilitate the quality of the visitor experience. We will work to seek improvements in skills development and coordinated approaches to vocational education and training, enhancing the sectors image and service quality. The challenge is to bring together Mid Ulster's tourism assets and attributes, support the dispersal of visitor spend and investment across the area and provide an offering for visitors to visit and stay in our district.

<sup>1</sup> Northern Ireland Statistics and Research Agency. Northern Ireland Annual Tourism Statistics 2017. https://www.nisra.gov.uk/sites/nisra.gov.uk/files/publications/Annual-Tourism-Statistics-Publication-2017%20.pdf

<sup>&</sup>lt;sup>2</sup> Department for the Economy. Tourism Performance for the year ended 31march 2018. https://www.economy-ni.gov.uk/topics/tourism

<sup>&</sup>lt;sup>3</sup> Northern Ireland Statistics and Research Agency. NI Local Government District tourism Statistics 2017. https://www.nisra.gov.uk/files/publications/Local-Government-District-Publication-2017.pdf

| Corporate Improvement Objective     | 2) To improve the average processing time of Local Planning Applications                 |  |  |
|-------------------------------------|--|--|--|
| Senior Responsible Officer:         | Community Plan Theme & Outcome   | Project (Action)   |  |
| Dr. Chris Boomer (Planning Manager) | Theme 1: Economic Growth  Outcome: We prosper in a stronger and more competitive economy | A programme of review and application of design thinking to ensure council's local planning application process is positioned to attain the standard of them being processed, from date valid to decision or withdrawal, within an average of 15 weeks |  |

#### Why we are doing it?

We want to make the process of applying for planning permission better, thereby making our residents' lives easier. The outcome of a planning application has the potential to influence the applicant hugely. People unable to make the changes they want to their home will sometimes move altogether. If you can get it right for the one-time, householder applicant, who simply wants to build a new room, then you can get it right for everyone. We recognise that sometimes it is ostensibly minor improvements that can make a difference to people's lives. There are some big, complicated planning applications made each year, but there are many more household applications. Each one may be small, but if we can make a difference with such a high volume, we can have a huge impact.

The number of Local planning applications received in Northern Ireland during 2017/18 was 12,770 representing a decrease of 1.0% in 2016.17<sup>1</sup>. Across Councils, Belfast City (1,788), Newry Mourne & Down (1,562) and Mid Ulster (1,397) received the highest number of local applications during 2017/18<sup>2</sup>. These Councils also received the highest number of applications the previous year. Mid Ulster Council was below the regional average for all councils of 15.2 weeks average processing time for local planning applications during 2017/18. During 2017/18, Belfast City Council (1,779), Newry Mourne and Down Council (1,779) and Mid Ulster District Council (1,189) issued the most local decisions across the 11 Local Authorities. This in part reflected by the high volumes received in these Councils. During 2017/18, the average processing time to bring local applications to decisions or withdrawal was 15.2 weeks, across all the councils, an improvement of 1.0 week on the average time taken in 2016/17.

In 2017/18, Mid Ulster (14.4 weeks) along with four other Councils; Mid-East Antrim (9.6), Antrim and Newtownabbey (12.1) Fermanagh and Omagh (12.4), and Armagh City Banbridge and Craigavon (14.0) were within the 15-week statutory target. The shortest processing time taken by Mid-East Antrim (9.6 weeks), with Lisburn and Castlereagh having the longest processing times (21.6 weeks) and Causeway Coast and Glens (20.4 weeks). Performance at 14.4 weeks has been the same for Mid Ulster Council for the past two years, with this in mind we want to improve the average processing time for applicants.

<sup>&</sup>lt;sup>1</sup> Local applications means an application in the category of local development within the meaning of the Planning (development Management) Regulations (NI) 2015, and any other applications for approval or consent under the Planning Act (NI) 2011 (or any orders or regulations made under the Act

<sup>&</sup>lt;sup>2</sup> Northern Ireland Statistics & Research Agency. NI Planning Statistics 2017/18 Annual Statistical Bulletin. https://www.infrastructure-ni.gov.uk/system/files/publications/infrastructure/planning-statistics-2017-18-bulletin.pdf for further information).

| Corporate Improvement Objective  | 3). To improve the accessibility of our services by increasing the number available online                                    |   |
|----------------------------------|---|---|
| Senior Responsible Officer:      | Community Plan Theme & Outcome  | Project (Action)  |
| JJ Tohill ( Director of Finance) | Theme 4: Health & well Being  Outcome: We have better availability to the right service, in the right place at the right time | Implementation of a programme to e-enable customer centric services |

#### Why we are doing it?

The internet has transformed almost every aspect of private, public and work life. It is changing the way workplaces communicate, creating new industries and helping to improve public services and transparency. The Internet (or world wide web, which celebrates its 30<sup>th</sup> anniversary in March 2019), provides the public with the ability to conduct business at their convenience and at their own pace, without the need to travel to a Council office or wait to meet with one of our staff. In addition to being convenient, increased use of online services benefits the public and the Council by reducing the average time our employees spend processing forms, payments, applications, claims etc., freeing them to handle workloads that are more complicated. Online services are vital to good public service.

Over the last few years, we implemented several new, secure and easy-to-use online services, which allow us to handle applications, bookings, and payments better. Our goal is to continue increasing the variety of online services, we offer, including the ability to apply, pay for and book a range of services, and access information instantly. We are committed to making our online services secure and easy to use.

Developing online services for a population with a variety of experiences and comfort levels with technology presents a unique challenge. We solicit stakeholder input using a variety of methods prior to developing our services. Focus groups/discussions are common tools we use to engage our external stakeholders. We also consult with our employees when developing online services. Once we implement new online services, we continue to engage the public by soliciting their feedback using various methodologies. We will continue to provide appropriate support for those who interact with our services in non-digital ways such as face-to-face, written correspondence or by telephone.

| Corporate Improvement Objective                               | 4). To support people to adopt healthier lifestyles by increasing usage of council recreational facilities.       |   |  |
|---|---|---|--|
| Senior Responsible Officer:                                   | Community Plan Theme & Outcome  | Project (Action)  |  |
| Ann-Marie Campbell( Director of Leisure & Outdoor Recreation) | Theme 4: Health & Well Being  Outcome: We are better enabled to live longer healthier lives and more active lives | Activity to increase the number of people<br>who participate in a healthier lifestyles<br>programme |  |

#### Why we are doing it?

People in the UK are around 20% less active now than in the 1960's <sup>1</sup>. If current trends continue, we will be 35% less active by 2030. We are the first generation to need to make a conscious decision to build physical activity into our daily lives. Fewer of us have manual jobs. Technology dominates at home and at work, the two places where we spend most of our time. Societal changes have designed physical activity out of our lives and an increase in car usage has meant a 25% reduction in travel by foot or bicycle. Council wants to help people to adopt and continue to develop healthy lifestyles. We have chosen this objective based on what our local communities have told us, whilst taking into account our identified health inequalities within the district, accessibility opportunities and participation rates.

Locally, core wellbeing levels are below Northern Ireland averages, and while 80% of the population rate their health as good (Northern Ireland wide those rating their health stands at 79.5%), approximately 20% of the population have life limiting illnesses. In absolute terms, long-term health issues continue to exert pressure on communities, affect overall health outcomes within communities and create challenges for the delivery of public services (i.e. the significant burden of chronic disease in health and social services). Sedentary behaviour is a risk factor for poor health, with just over 25% of adults in Northern Ireland lead a sedentary lifestyle by sitting for extending periods <sup>2</sup>. Within our district, obesity rates in children and adults are increasing, coupled with it being an area with the highest proportion of deaths due to circulatory diseases, points us towards a need to increase participation in local health and well-being programmes.

Promoting active healthier lifestyles for Mid Ulster residents, can help address the important challenges facing us locally today. Increasing physical activity and promoting active lifestyles have the potential to improve the physical and mental health of Mid Ulster residents. Being active can help us live longer and feel better, improve our mood, help improve our sleep and even reduce the risk of conditions like diabetes and coronary heart disease. Even small changes can make a big difference to health and make people feel better.

<sup>&</sup>lt;sup>1</sup> Public Health. Gov.UK. Health matters: getting every adult active every day. https://www.gov.uk/government/publications/health-matters-getting-every-adult-active-every-day/health-matters-getting-every-adult-active-every-day

<sup>&</sup>lt;sup>2</sup> Western health and Social Care Trust. Physical Activity. http://www.westerntrust.hscni.net/livewell/3189.html

| Report on         | Earls Project – Lease of Council owned | Lands situated at |
|-------------------|--|-------------------|
|                   | Railway Park, Dungannon to STEP        |                   |
| Date of Meeting   | Thursday 7 <sup>th</sup> February 2019 |                   |
| Reporting Officer | Claire McNally, Council Solicitor      |                   |
| Contact Officer   | Claire McNally                         |                   |

| Is this report restricted for confidential business?                | Yes |   |  |
|---|-----|---|--|
| If 'Yes', confirm below the exempt information category relied upon | No  | х |  |

| 1.0 | Purpose of Report   |
|-----|---|
| 1.1 | To update Members on the terms of the transaction regarding lands situated at Railway Park, Dungannon ("the Lands") that forms part of the Earls Project; and   |
| 1.2 | To seek Members' approval to enter in to the Lease with South Tyrone Enterprise Programme ("STEP") on the terms contained herein.   |
| 2.0 | Background  |
| 2.1 | The Earls Project which is a European Peace III Funded Project was initiated by the former Dungannon & South Tyrone Borough Council and commenced in late 2014.   |
| 2.2 | In July 2015 the Council resolved that officer's progress with the transfers/arrangements of various pieces of land in relation to the Earls Project.   |
| 2.3 | In taking this Programme forward, a number of land transactions that had been previously approved by the Council in principle are now being progressed with more detail with a view to completing same. One of those land transactions is the Lease of lands at the Junction to STEP (refer to Appendix B for location).  |
| 3.0 | Main Report   |
| 3.1 | Council approval was previously obtained in July 2015 in relation to the principle of entering in to a lease of Council owned lands situated at Railway Park, Dungannon to STEP. Since then, there have been a number of iterations of the Lease that have come before Council for consideration and approval obtained on draft terms in October 2015 and July 2017. The terms of this Lease have been further discussed and considered in detail with various amendments being suggested by both parties and this is the version appended to this Report.  |
| 3.2 | One of the main changes to the terms of the draft Lease from what was previously before the Council relates to the term. Previously it was agreed that the term should be for a period of 25 years with an option for STEP to renew for a further 25 years, effectively providing STEP with a 50 year lease. One of the reasons why a minimum 25 year term was included was to accord with the Collaboration Agreement with the funder and the requirements therein. STEP has since advised that for a number of reasons, including the fact that it has charitable status and their unforeseen capital investment in the building, that they would require a minimum 99 year Lease. LPS' advices have been sought and they have confirmed that this would make no difference to the valuation of nominal rent. |

3.3 Agreement at officer level has been reached and a final draft of the Lease is provided at Appendix A. In summary, the key terms of the draft Lease includes:-99 year term; Yearly rent of £1; To use the Premises only as a shared community space and not to use the Premises for any commercial purposes or for any purposes designed to generate a profit, with the exception of social economy projects and the Café; Not to assign, sublet or otherwise part with the possession of the Premises or any part thereof without the Council's consent; The Council can terminate the lease in various circumstances including; if STEP becomes insolvent or if there is any change to STEP's constitution, objects or articles of association; To indemnify and keep indemnified the Council from and against all claims and demands however arising; To insure and henceforth keep insured to the full value thereof all buildings erections and fixtures of an insurable nature: To permit the general public to access the Premises, on reasonable notice and subject to availability, for all such activities as are considered by STEP acting reasonably, not to be detrimental to STEP's use of the Premises. 4.0 Other Considerations 4.1 Financial & Human Resources Implications Financial: The Council will be responsible for their own legal costs and LPS' fees. Human: Officer time in discussing terms of lease and agreeing lease map etc. 4.2 **Equality and Good Relations Implications** N/A 4.3 **Risk Management Implications** N/A 5.0 Recommendation(s) 5.1 That Members approve the revised Lease and Lease Map as per Appendices A and B. 6.0 **Documents Attached & References** 6.1 Appendix A – Draft Lease between Mid Ulster District Council and South Tyrone Enterprise Programme in relation to lands situated at Railway Park, Dungannon; and 6.2 Appendix B – Draft Lease Map.

#### made the

day of Two Thousand and Nineteen between MID ULSTER DISTRICT

COUNCIL of Council Offices, Circular Road, Dungannon in the County of Tyrone

(hereinafter called "the Lessor" which expression where the context so requires and admits shall include its successors and assigns) of the one part and SOUTH

TYRONE EMPOWERMENT PROGRAMME a company limited by guarantee

(Company number NI035735) whose registered office is situate at The Junction, 12

Beechvalley Way, Dungannon aforesaid (hereinafter called "the Lessee" which expression where the context so requires and admits shall include their successors and assigns) of the other part.

#### WITNESSETH as follows:-

In consideration of the sum of One Pound paid by the Lessee to the Lessor (receipt whereof the Lessor hereby acknowledges) and also in consideration of the yearly rent hereinafter reserved and of the Lessee's covenants hereinafter contained and in pursuance of the Collaboration Agreement between the Parties hereto dated 29<sup>th</sup> April 2014 the Lessor hereby demises unto the Lessee FIRSTLY ALL THAT AND THOSE the hereditaments and premises set forth in the First Schedule hereto (hereinafter called "the Premises") and SECONDLY the easements rights and

privileges set forth in the Second Schedule hereto EXCEPTING AND RESERVING and subject to the exceptions and reservations set forth in the Third Schedule hereto TO HOLD the same unto the Lessee for the term of ninety nine years from the date hereof subject to all rights and easements or reputed easements belonging to or usually enjoyed with the adjacent property YIELDING AND PAYING without any deduction set off or counterclaim whatsoever yearly during the said term the yearly rent of One Pound (if demanded).

- A. The Lessee for itself to the intent that the obligations may continue throughout the term hereby created (save where satisfied earlier) hereby covenants with the Lessor as follows:-
- 1. To pay the reserved yearly rent (if demanded) without deduction set-off or counterclaim.
- 2.(a) To bear pay and discharge all existing and future rates, taxes and assessments whatsoever whether parliamentary municipal or local or of any other description assessed or imposed upon the Premises or upon the owner or occupier in respect thereof or payable by either in respect thereof.
- 2.(b) To pay for all electricity, telephone, water and other utilities consumed by the Lessee on the Premises and all charges for hire of meters in respect thereof and to observe all regulations and requirements of the appropriate authorities and to keep the Lessor indemnified accordingly.
- 3. To erect and construct on the Premises a community building for the purpose

of shared community benefit in accordance with statutory approvals;

- 4. To use the Premises only as a shared community space and in accordance with the Collaboration Agreement made between the Lessor and the Lessee dated 29<sup>th</sup> April 2014, and not to use the Premises for any commercial purposes or for any purpose designed to generate a profit, with the exceptions of social economy projects and with the exception of the café which can be rented out for commercial or private use and which forms a discrete part of the whole Premises.
- 5. Not to cause permit or suffer upon the Premises or any part thereof any nuisance or annoyance to the Lessor or its tenants or occupiers of the neighbouring premises.
- 6. To keep the Premises and all buildings erected thereon and all walls, fences, fixtures, accessories and appurtenances thereon in good and tenantable repair and condition at all times.
- 7. At the determination of the said term to yield up the Premises and all buildings erected thereon during the said term and all additions thereto and all fixtures affixed thereto in such repair and condition as they shall be in accordance with the covenants hereinbefore contained.
- 8. To permit the Lessor and its duly authorised Agents with or without workmen and others at all reasonable times to enter upon and to examine the state of repair and condition of the Premises and thereupon the Lessor may serve the Lessee Notice in writing specifying any repairs necessary to be done and require the Lessee forthwith to execute the same and if the Lessee shall not within two weeks after service of such

notice proceed diligently with the execution of such repairs then to permit the Lessor to enter upon the Premises and execute such repairs and the costs thereof shall be a debt due from the Lessee to the Lessor and be forthwith recoverable by action.

- 9. To contribute and pay on demand from time to time a fair and reasonable proportion of all (if any) expenses incurred by the Lessor or the owners or occupiers of adjoining and neighbouring premises affected or where appropriate by the local or other Authority in the repair maintenance and replacement of -
- (a) the party walls between the Premises and the adjoining premises; and
- (b) footpaths or other access ways sewers drains pipes cables or apparatus serving the Premises and any other adjoining or neighbouring premises such proportion to be agreed between the Lessee and the Lessor or in the event of dispute determined by virtue of the provisions of the Arbitration Act (Northern Ireland) 1937.
- 10. Not to assign, sublet or otherwise part with the possession of the Premises or any part thereof without the Lessor's consent not to be unreasonably withheld or delayed save for the Lessor's consent shall not be required for assignment, subletting or otherwise parting with the possession of the Premises or any part thereof for the purposes of a shared space facility for community benefit or as envisaged in the Collaboration Agreement made between the Lessor and the Lessee dated 29 April 2014.
- 11. To indemnify and keep indemnified the Lessor from and against all claims and demands howsoever arising in respect of the Premises and the use thereof by the

Lessee.

- 12. Forthwith to insure and henceforth keep insured to the full value thereof all buildings erections and fixtures of an insurable nature erected or standing upon or affixed to the Premises against loss or damage by fire in a solvent and responsible Fire Insurance Office and to pay all premiums necessary for that purpose and whenever required to do so to produce to the Lessor or its agents the Policy or Policies of such insurance and the receipt for the current year's premiums and in the case of fire forthwith out of the monies received by virtue of such Insurance and out of its own monies if necessary to rebuild repair or otherwise reinstate in a good and substantial manner any part of the Premises destroyed or damaged and that if the Lessee should fail to insure or keep insured the Premises or to produce the receipt for any premium upon the request the Lessor may do all things necessary to effect and maintain such insurance and all monies expended by it for that purpose will be repaid by the Lessee on demand.
- 13. To pay all stamp duty land tax payable in connection with this Lease and one Counterpart thereof.
- 14. To deliver forthwith to the Lessor a copy of every notice order requisition direction whatsoever given made or issued during the term by a competent authority affecting the Premises or any part thereof and to make or join in making such representations in respect thereof as the Lessor may reasonably require.
- 15. To permit the general public to access the Premises, on reasonable notice and

subject to availability, for all such activities as are considered by the Lessee acting reasonably, not to be detrimental to the Lessee's use of the Premises. For the avoidance of doubt, it is acknowledged that the Lessee as owner of the Peace Centre Building, controls the access to the Peace Centre Building.

- 16. To take all reasonable steps and measures to ensure and maintain at all times the security of the Premises.
- 17. Not to display flags or emblems on or in the Premises without the prior written consent of the Lessor not to be unreasonably withheld or delayed.
- B. PROVIDED ALWAYS and it is hereby agreed as follows:-
- (a) that if the said rent shall be in arrear for thirty days next after any of the days appointed for payment thereof or if any of the Lessee's covenants herein contained shall not be performed or observed or if an event of insolvency occurs in relation to the Lessee or if there is any change in the Lessee's constitution, objects or articles of association and in any of the said cases it shall be lawful for the Lessor at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Lessor in respect of any breach of the covenants herein contained on the part of the Lessee.
- (b) the expression "an event of insolvency" in clause B(a) above includes (in

relation to a company) inability of the company to pay its debts, entry into liquidation either compulsory or voluntary (except for the purpose of amalgamation or reconstruction), the passing of a resolution for a creditor's winding up, the making of a proposal to the company and its creditors for a composition in satisfaction of its debts or a scheme of arrangement of its affairs, the application to the Court for an administration order, and the appointment of a receiver or administrative receiver, and (in relation to an individual) inability to pay or having no reasonable prospect of being able to pay his debts, the presentation of a bankruptcy petition, the making of a proposal to his creditors for a composition in satisfaction of his debts or a scheme of an arrangement of his affairs, the application to the Court for an interim order, and the appointment of a receiver or interim receiver, and in relation to the various events of insolvency they shall wherever appropriate be interpreted in accordance and conjunction with the relevant provisions of the Insolvency (NI) Order 1989.

- (c) that such dividing walls and sides of the Premises as are contiguous with property of the Lessor are and shall remain party.
- (d) that in this Deed the masculine gender shall include the feminine gender, the singular number will include the plural number and vice versa and where there are two or more persons included in the expression "the Lessee" covenants expressly made by the Lessee shall be deemed to be made by such persons jointly and severally and where the context so requires or admits the

- expression "the Lessor" shall include persons deriving title under it and the expression "the Lessee" shall include its successors and assigns.
- (e) this demise shall not confer upon or be deemed to include (by implication or otherwise) in favour of the Lessee any right of light or air which would in any way restrict the Lessor and its successors and assigns in building on lands adjoining or adjacent to the Premises.

- C. The Lessor hereby covenants with the Lessee as follows:
- (a) The Lessee paying the rent hereby reserved and observing and performing the several covenants on its part herein contained shall and may peaceably and quietly hold and enjoy the Premises during the said term without any interruption or disturbance from or by the Lessor or any person or persons rightfully claiming under it.
- (b) The Lessor will not build construct or erect any structure building or formation on or along the areas shown hatched green on the map attached hereto.
- D. In the event of termination or re-entry by the Lessor pursuant to clauseB(a), the Lessor shall not sell, lease, assign or licence the Premises except to a charity or charities for use as a shared spaced facility for community benefit or a charity or charities with objects similar to those of the Lessee. In the absence of any such charitable organisation with objects similar to the Lessee, the Lessor shall maintain the premises for the purposes of a shared community space pursuant to the Collaboration Agreement between the Parties hereto dated 29 April 2014.

#### FIRST SCHEDULE

ALL THAT piece or parcel of land situate at Railway Park in the town of Dungannon and County of Tyrone as more particularly delineated and described on the map thereof attached hereto and thereon edged red.

#### SECOND SCHEDULE

- (a) The right for the Lessee at all reasonable times on notice (except in the case of emergency) to enter the neighbouring or adjoining premises of the Lessor for the purpose of installing repairing cleaning maintaining replacing and renewing any sewers drains pipes tanks wires electric lines and plant (as defined by Article 2(2) of the Electricity Supply (Northern Ireland) Order 1972) ducts and conduits that pass through the neighbouring or adjoining premises of the Lessor and which service the Premises causing as little disturbance as possible and making good any damage caused.
- (b) A right of way for the Lessee its visitors, agents and invitees at all times and for all purposes on foot and with or without vehicles and equipment along all access routes leading to and from the Premises from the adopted road system and over and along the pathway on the southern boundary of the Premises and all pathways within Railway Park on the map attached hereto including the un-adopted portion of roadway shaded blue on the said map
- (c) The right of free and uninterrupted passage and running of gas electricity water and soil to and from the premises through the sewers drains pipes tanks electric

lines and plant (as defined by Article 2(2) of the Electricity Supply (Northern Ireland)
Order 1972) ducts and conduits passing through or situated on any part of the
Premises.

(d) The right of free and uninterrupted passage and running of storm water from the Premises through the Sustainable Urban Drainage Systemlocated on the area shaded greenon the said map together with the right to enter unto so much of the Lessors adjoining premises as may be necessary for the maintenance repair and upkeep of the Sustainable Urban Drainage System with and without workmen machinery and equipment by the Lessee making good at its sole expense and with the minimum of delay all damage thereby caused.

#### THIRD SCHEDULE

#### **EXCEPTIONS AND RESERVATIONS**

- 1. A right of way for the Lessor its visitors, agents and invitees at all times and for all purposes on foot and with vehicles and equipment over the roads and paths only in or on any part of the Premises.
- 2. The right of free and uninterrupted passage and running of gas electricity water and soil to and from the premises through the sewers drains pipes tanks electric lines and plant (as defined by Article 2(2) of the Electricity Supply (Northern Ireland) Order 1972) ducts and conduits passing through or situated on any part of the Premises.
- 3. The right for the Lessor and all persons authorised by the Lessor at all

reasonable times on notice (except in the case of emergency) to enter the Premises for the purpose of repairing cleaning maintaining or renewing any such sewers drains pipes tanks electric lines and plant (as defined by Article 2(2) of the Electricity Supply (Northern Ireland) Order 1972) ducts and conduits as pass through or are situated on the Premises causing as little disturbance as possible and making good any damage caused.

IN WITNESS whereof the parties have executed this Lease on the day and year first herein WRITTEN.

PRESENT when the Seal of

MID ULSTER DISTRICT

COUNCIL was affixed hereto:

SIGNED on behalf of the

LESSEE by

in the presence of:
)

Dated this day of 2015

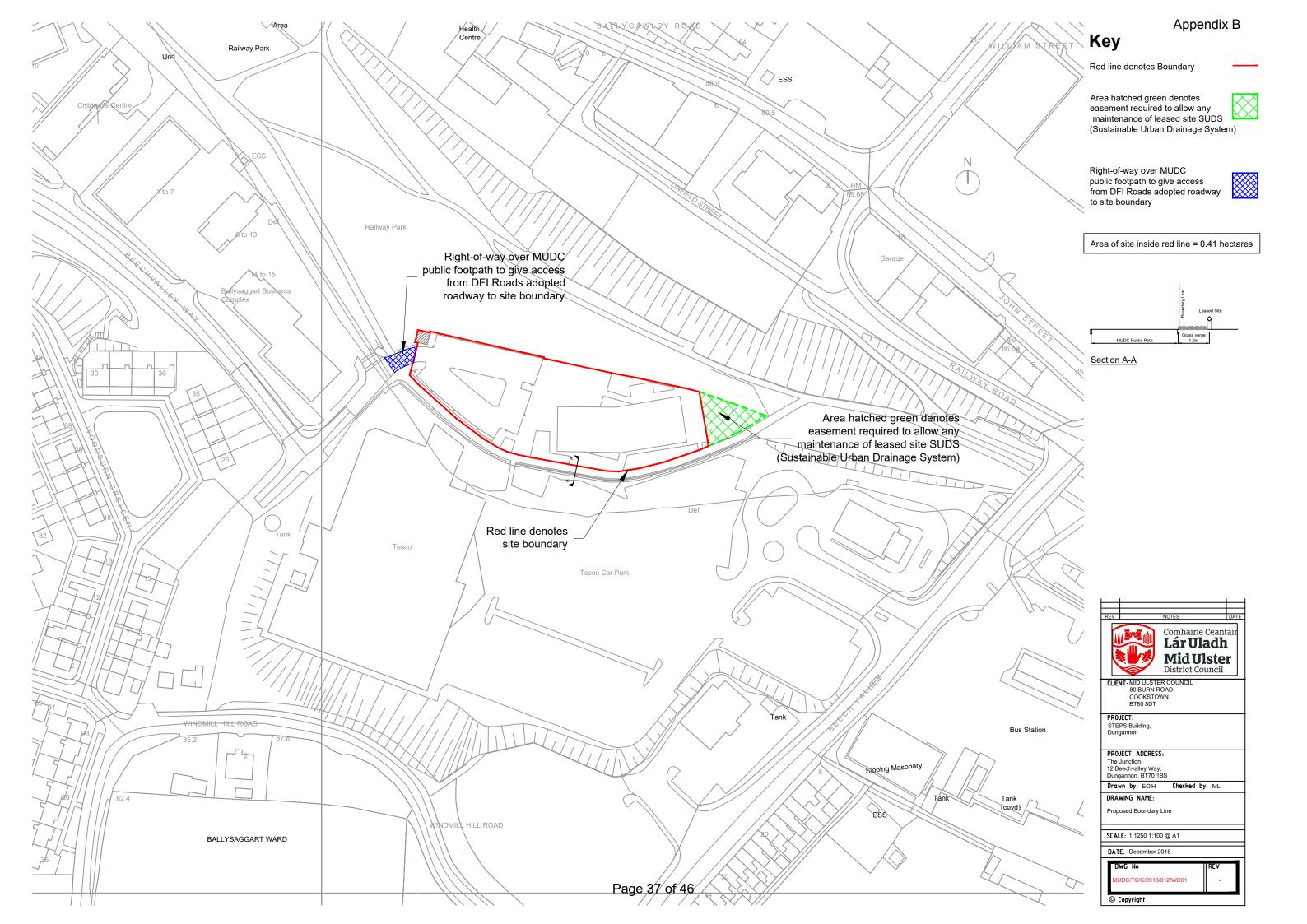
#### MID ULSTER DISTRICT COUNCIL

-to-

#### SOUTH TYRONE EMPOWERMENT PROGRAMME

Draft LEASE

SIMMONS, MEGLAUGHLIN & ORR LLP,
SOLICITORS,
20 NORTHLAND ROW,
DUNGANNON,
CO. TYRONE.



#### Minutes of Meeting of Policy and Resources Committee of Mid Ulster District Council held on Wednesday 9 January 2019 in the Council Offices, Ballyronan Road. Magherafelt

**Members Present** Councillor McKinney, Chair

> Councillors Ashton, Cuddy, Forde, Gildernew, Kearney, S. McGuigan, McLean, D McPeake, S McPeake, Molloy, M

Quinn, Totten

Officers in Mr A Tohill. Chief Executive Attendance

Mr Browne, Head of Tourism

Mr Cassells, Director of Environment and Property Mrs Canavan, Director of Organisational Development Mr Kelso. Director of Public Health and Infrastructure Ms Mezza, Head of Marketing and Communications

Mr McCance, Head of Culture and Arts

Mrs McNally, Council Solicitor

Mr Moffett, Head of Democratic Services

Mr JJ Tohill, Director of Finance

Mrs Grogan, Democratic Services Officer

The meeting commenced at 7.02 pm.

#### PR001/19 **Apologies**

Councillors Buchanan, Doris, and Elattar.

#### PR002/19 **Declaration of Interest**

The Chair reminded members of their responsibility with regard to declarations of interest.

#### PR003/19 Chair's Business

The Chair, Councillor McKinney welcomed Councillor Donal McPeake to his first Policy and Resources meeting tonight.

#### **Matters for Decision**

#### PR004/19 **Elected Member Development Working Group**

The Head of Democratic Services drew attention to the previously circulated report of a meeting of the Elected Member Development Working Group held on Wednesday 28 November 2018.

Councillor Gildernew said that he wanted to thank the Chair of the Working Group and Officers for persisting with the attainment of the Charter, as it was a great achievement.

Proposed by Councillor Gildernew Seconded by Councillor S McPeake and

**Resolved** That it be recommended to the Council that approval be given to:

- i) The report of the Elected Member Development Steering Group meeting held on Wednesday 28 November 2018.
- ii) Noting that Council has now received Level 1 Charter Status in relation to Elected Member Development from North West Employers
- iii) Considering further the recommendation from the Elected Member Development Steering Group to furnish Members with personalised headed paper in the incoming Council term.

#### PR005/19 Draft Accessible Communications Policy

The Head of Democratic Services drew attention to the previously circulated report and sought approval from the Committee for the Draft Accessible Communications Policy.

Proposed by Councillor S McGuigan Seconded by Councillor McKinney and

**Resolved** That it be recommended to the Council to approve the Draft Accessible Communications Policy.

#### PR006/19 Marketing & Communications Strategy 2018-2020

The Head of Communications drew attention to the previously circulated report to outline the aims, objectives and key actions of a proposed new strategic approach to marketing and communications.

In response to Councillor Cuddy's query regarding the requirement of extra resources, the Head of Communications advised that currently there are 5.5 members of staff and it is anticipated that no extra resources would be required.

Proposed by Councillor S McPeake Seconded by Councillor S McGuigan and

**Resolved** That it be recommended to the Council to approve the Marketing & Communications Strategy.

#### **Matters for Information**

## PR007/19 Minutes of Policy and Resources Committee held on Thursday 6 December 2018

Members noted Minutes of Policy and Resources Committee held on Thursday 6 December 2018.

#### Local Government (NI) Act 2014 - Confidential Business

#### Proposed by Councillor S McGuigan Seconded by Councillor S McPeake and

#### Resolved

In accordance with Section 42, Part 1 of Schedule 6 of the Local Government Act (NI) 2014 that Members of the public be asked to withdraw from the meeting whilst Members consider items PR008/19 to PR021/19.

| 1 1021/13.              |   |  |  |  |  |
|-------------------------|---|--|--|--|--|
| Matters for             | Matters for Decision                                    |  |  |  |  |
| PR008/19                | Seamus Heaney HomePlace Trails Project and Davagh       |  |  |  |  |
|                         | Forest Outdoor Experience (Phase II) DAERA Funding      |  |  |  |  |
|                         | Applications  |  |  |  |  |
| PR009/19                | Proposal from Dungannon Enterprise Centre to Exchange   |  |  |  |  |
|                         | Lands with the Council at Drumcoo, Carland Road,        |  |  |  |  |
| DD040/40                | Dungannon   |  |  |  |  |
| PR010/19                | Village Renewal Scheme: Rural Development Programme     |  |  |  |  |
|                         | 2014-2020 – Lands situated at Upperlands and Pathway at |  |  |  |  |
|                         | St Lurach's, Maghera                                    |  |  |  |  |
| PR011/19                | Tender for the Provision of External Legal Services     |  |  |  |  |
| PR012/19                | Staffing Matters for Decision                           |  |  |  |  |
| PR013/19                | Redundancy on Grounds of Business Efficiency            |  |  |  |  |
| PR014/19                | Purchase of Land at Market Square/Feeney's Lane,        |  |  |  |  |
|                         | Dungannon   |  |  |  |  |
| PR015/19                | Capital Programme 2019/20 – Resource Allocation         |  |  |  |  |
|                         |   |  |  |  |  |
| Matters for Information |   |  |  |  |  |
| PR016/19                | Confidential Minutes of Policy and Resources Committee  |  |  |  |  |
|                         |   |  |  |  |  |

| PR016/19 | Confidential Minutes of Policy and Resources Committee |
|----------|--|
|          | held on Thursday 6 December 2018                       |
| PR017/19 | Managing Attendance                                    |
| PR018/19 | Staffing Matters for Information                       |
| PR019/19 | Financial Report for 8 Months ended 30 November 2018   |
| PR020/19 | Contracts and DAC                                      |
| PR021/19 | 2019/20 Rate Estimates Update                          |

#### PR022/19 Duration of Meeting

The meeting commenced at 7pm and concluded at 8.36 pm.

| Chair | <br> | <br> |  |
|-------|------|------|--|
|       |      |      |  |
|       |      |      |  |
|       |      |      |  |
| Date  |      |      |  |

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| Report on         | Local Government Partnership on Travellers Issues – Subscription 2019-20 |  |  |
|-------------------|--|--|--|
| Date of Meeting   | Thursday 7 <sup>th</sup> February  |  |  |
| Reporting Officer | Philip Moffett, Head of Democratic Services                              |  |  |
| Contact Officer   | Philip Moffett, Head of Democratic Services                              |  |  |

| Is this report restricted for confidential business?                | Yes |   |
|---|-----|---|
| If 'Yes', confirm below the exempt information category relied upon | No  | х |

| 1.0 | Purpose of Report  |  |  |
|-----|--|--|--|
| 1.1 | To update the committee on request received from the <i>Northern Ireland Local Government Partnership on Travellers Issues</i> for annual membership subscription, for period 2019-2020.   |  |  |
| 2.0 | Background   |  |  |
| 2.1 | The Council is currently a member organisation of the Local Government Partnership on traveller Issues to which it has elected member representation. The current representative is Cllr Donal McPeake, details of which is confirmed on the council website at: |  |  |
|     | Local Government Partnership on Travellers Issues  |  |  |
| 2.2 | Partnership membership was considered by the Environment Committee in May 2018 and subsequently recommended to Council (minute reference E136/18).   |  |  |
| 3.0 | Main Report  |  |  |
| 3.1 | The council has received an invoice for payment for the period 2019-20 and that it be met from the Democratic Services in-year budget.   |  |  |
| 4.0 | Other Considerations   |  |  |
| 4.1 | Financial, Human Resources & Risk Implications   |  |  |
|     | Financial: Local Government Partnership on Traveller Issues - £500 (VAT is not applicable to this charge)  |  |  |
|     | Human: not applicable  |  |  |
|     | Risk Management: not applicable  |  |  |

| 4.2 | Screening & Impact Assessments   |  |  |  |
|-----|--|--|--|--|
|     | Equality & Good Relations Implications: not applicable   |  |  |  |
|     | Rural Needs Implications: not applicable   |  |  |  |
| 5.0 | Recommendation(s)  |  |  |  |
| 5.1 | That the committee notes request for payment from the NI Local Government Partnership on Traveller Issues for the 2019-2020 annual subscription. |  |  |  |
| 6.0 | Documents Attached & References  |  |  |  |
|     | Appendix A – Copy of Request for Payment dated 15 <sup>th</sup> January 2019   |  |  |  |



Councillor Robert Irvine The Cornmill 24 Farnamullan Road Mullybritt, Lisbellaw BT94 5BL

Tel: (Marie Marie Mobile Marie Marie

Email: robert.irvine@fermanaghomagh.com

#### Renewal of Annual Membership for 2019/2020

15<sup>th</sup> January 2019

Invoice: 2019/20 - 10

Mid Ulster District Council Burn Road COOKSTOWN BT80 8DT

The annual subscription in respect of membership of this Partnership by your Council for the period April 2019 to March 2020 is now due for renewal and payment.

Renewal Subscription - £500.00 (VAT is not applicable to this charge)

Please remit by BACS to the following bank account.

Account Name: Local Government Partnership on Traveller Issues

Account Number:

Bank Sort Code: 950261

IBAN: GB66 DABA 9502 6180 1204 21

Bank: Danske Bank, 21-23 High Street, Carrickfergus BT38 7AL

Payment advice notes are to be posted to the address listed below.

R. J. Irvine (Treasurer)
The Cornmill
24 Farnamullan Road
Mullybritt
Lisbellaw
Co. Fermanagh
BT94 5BL

Tele No.
Mob. No.

| Pa | ae | 46 | of | 46 |
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