

Connected Coast Board Meeting

Zoom link in meeting invitation

Thursday 20th January 2022

Agenda

1. Welcome, introductions and apologies for absence
2. Declarations of interest
3. Minutes of the Meeting held on 10 December 2021*
4. Business Case: Learning Campus*
5. Business Case: Railway Station*
6. Terms of Reference
7. Communications and Engagement Update*
8. Risk Register, Programme Update and Financial Report*
9. AOB

*Papers attached

6. Terms of Reference

Introduction

These terms of reference are the outcome of detailed discussion and consultation with Board members and are based on best practice identified through third parties and the governance workshop held in November 2021. They are set out here for consideration and adoption. Please note they will require ratification by East Lindsey District Council, as the accountable body for the Towns Fund.

1. DUTIES AND TERMS OF REFERENCE

1.1 The Connected Coast Board is the Town Deal Board for both Mablethorpe and Skegness. It is a strategic body created following Skegness and Mablethorpe being identified as Towns that may benefit from the Towns Fund – part of the government's plan to level up regions. The Connected Coast Board brings together private, public and voluntary sectors to provide strategic leadership to develop and deliver an Investment Plan and schedule of projects to secure government funding, and which sets out a clear understanding of the areas, focussing on assets, opportunities and challenges. It will be the vehicle through which the vision and the Town Deal strategy for Skegness, Mablethorpe and the surrounding areas is defined.

1.2 Following agreement of the Skegness and Mablethorpe Town Deals with the Government, the Board will provide strategic direction and oversight to the delivery of the Town Deal projects. The Connected Coast Board aligns with the governance standards and policies of the Lead Council East Lindsey District Council, as the accountable body for the Towns Fund.

1.3 The Connected Coast Board will provide strategic insight and direction on the delivery of the Town Investment Plan by:

- a. Championing the Connected Coast Board economic vision and promote bold, deliverable interventions that will generate maximum economic and social benefits for Skegness, Mablethorpe and surrounding areas;
- b. Using professional expertise and local knowledge to guide future decision making and governance to best deliver value for money across the full suite of Town Deal projects;
- c. Coordinate investment in Skegness and Mablethorpe and the surrounding area, both current and proposed, to optimise the overall benefits to both towns;
- d. Ensuring that the delivery of the Town Deal Vision brings benefits which are fairly balanced across all social groups and demographics;
- e. Communicating with the business community and residents around economic growth and delivery of the interventions;
- f. Sharing knowledge, practice and intelligence within the Connected Coast Board area and beyond, both regionally and nationally;

- g. Board members are responsible for positive communications of both the Connected Coast Board and Town Deal Projects.
- h. Being active ambassadors for Skegness, Mablethorpe and the surrounding areas to help realise their longer term development and prosperity.

The Board Shall:

- i. Develop and oversee the delivery of the Skegness and Mablethorpe Town Deal and compliance with the Heads of Terms Agreement with government;
- ii. Co-ordinate public, private and third sector activity to develop and deliver the interventions in using the framework of the Towns Fund Prospectus, Towns Fund Guidance and any further guidance that may be issued;
- iii. Have regard to the three strands of the Prospectus and maximise the impact of those in projects:
 - i. Urban Regeneration, planning and land use
 - ii. Skills and Enterprise
 - iii. Connectivity
- iv. Support the delivery of the Town Deal Projects by attending Board meetings, sub group meetings and participating in other working arrangements as agreed, and reflecting the agreed view of the Board in discussions with partners and stakeholders.

Where appropriate, alongside East Lindsey District Council, the Board shall:

- i. Promote Skegness and Mablethorpe and the surrounding areas as prime locations for inward investment, international trade and proactively help more locally based companies export their goods and services; examples include East Lindsey District Council and the Board approved media interviews; attendance of events; attendance or set up of community groups or work streams or sub groups; PR; social media posts, research; response and attendance to webinars and virtual events.
- ii. Actively promote equality, diversity and inclusion across all of its activities (see above for examples).
- iii. Assist the Council in responding to opportunities that arise from government initiatives to support economic development within Skegness and Mablethorpe.
- iv. Attend events to promote the Connected Coast Investment Plan and emerging projects.

1.4 Members will bring their own perspectives and also represent their organisation, interest group or area. They will be recognised for their valuable contribution bringing ideas, knowledge and expertise to the process. Members will take an area wide perspective and develop consensus in the best interests of Skegness and Mablethorpe. Participants are required to adhere to these Terms of Reference.

1.5 Where matters cannot efficiently or thoroughly be progressed through the Board meetings, members may be asked to engage in additional meetings and related tasks including thematic work streams, task and project focused sub groups or working with partners. Where this occurs, Members will be asked to report back to the subsequent Board Meeting(s).

2. MEMBERSHIP

2.1 The members of the Board shall be appointed by the Board and may be removed at any time by the Board, including behaviour in or outside the Town Deal Board that can be considered as bringing the Town Deal Board into disrepute and failure to attend the majority of meetings over a rolling twelve month period, without appropriate apologies or unwilling to engage in promotion of the Town Deal.

2.2 The Connected Coast Board will consist of up to 33 members and shall comprise of representatives of:

- a. All tiers of local government
- b. The Member of Parliament for the constituencies
- c. Local business and investors
- d. Local Enterprise Partnerships
- e. Communities
- f. Universities and Further Education Colleges
- g. Academies and schools
- h. NHS
- i. Development Corporations
- j. Cultural and Creative Institutions
- k. Housing Sector, including developers and housing associations

2.3 The Connected Coast Board may also comprise of representatives from arm's length bodies and other non-departmental agencies such as but not exhaustively:

- a. Homes England
- b. Environment Agency
- c. Historic England

The composition of the Board shall consist of up to:

- a. Twelve representatives from the Business Sector, EXCLUDING the Chair and Vice Chair
- b. Six representatives from the public sector
- c. Eight representatives from stakeholder groups
- d. Five representatives from community groups.

2.4 The Connected Coast Board may comprise of other private sector representatives and developers who operate on a national and international platforms who understand the requirements for investment and can help identify the best use of private and public funds.

2.5 A Board Member shall cease to be a member of the Connected Coast Board in the following circumstances;

- a. Such Board Member gives written notice to the Chair of their notice of resignation;
- b. Such Board Members death
- c. Such Board Members bankruptcy making of any arrangement or composition with their creditors, or liquidation, or in the case of an organisation, winding up, liquidation, dissolution or administration or anything analogous to any foregoing occurring in relation to a Member in any jurisdiction;
- d. Such Board Member is removed from membership by a resolution of the Board that is in the best interest of the Board that the membership is terminated.

3. CHAIRPERSON AND VICE CHAIRPERSON

3.1 The Chairperson and Vice Chairperson of the Board shall be from the private sector and shall be appointed by the Lead Council.

3.2 In the absence of the Chairperson, the Vice Chairperson will assume the responsibilities of the Chairperson.

3.3 In the absence of both the Chairperson and Vice Chairperson at a formal meeting of the Board, those present for the meeting of the Board will vote and appoint a Chairperson from that meeting only.

3.4 If a Board member is unable to attend a meeting a member may send an appropriate substitute providing they have informed the Chairperson not less than 24 hours before that meeting and the Chairperson has agreed that the substitute may attend in place of the Board member.

3.5 The Chairperson may convene an informal meeting of some of the Board members to inform progress of a particular matter arising under the development of individual interventions.

3.6 The Chairperson may meet third parties and attend events on any matter pertaining to the Investment Plan and individual interventions to progress activity and outcomes.

3.7 If a meeting between a third party and the Chairperson has taken place, the Chairperson will report details of that meeting to the Lead Council on the next working day or sooner if appropriate.

4. ATTENDANCE AT MEETINGS

4.1 The Board will meet bi-monthly unless agreed otherwise by the Board. The Board may meet at other times during the year as agreed between the members of the Board and may approve recommendations via written procedure.

4.2 Members will endeavour to attend all meetings of the Town Deal Board, however if they are unable to attend any meeting then they should submit their apologies in advance of the meeting.

4.3 Other persons and external advisers may be invited to attend all or part of any meeting as and when appropriate as observers and shall be entitled to speak at the meeting with the prior permission of the Chair but shall not be entitled to vote.

4.4 With prior agreement of the Chairperson, any Board member may participate in a meeting via means of a conference call or similar communications equipment whereby all persons participating in the meeting can communicate with each other and participation in a meeting in this manner shall be deemed to constitute a presence in person at such meeting and shall be entitled to vote and be counted in a quorum accordingly.

5. MEETINGS

5.1 Meetings of the Board shall be bi-monthly and, in any event, as frequently as is necessary for it to exercise its functions.

5.2 Notice of meetings will be given at least seven days prior to the meeting with an agenda and relevant papers provided.

5.3 Standing items on the agenda will include Apologies, declarations of interest or conflict, any named substitute and who they represent, risk register review and project update chart.

5.4 The Board may make provision for sub committees where there is a requirement to deliver specific work programme outcomes.

5.5 The Quorum for the Board Meetings shall be fifty percent of private sector members and fifty percent of other membership.

5.6 Decisions of the Board shall be made by a majority vote with the Chairperson having a casting vote when necessary.

5.7 Members of the Board are expected to provide apologies for non-attendance at least twenty four hours prior to the meeting where possible. Their absence, but not the reason, will be minuted.

5.8 Other meetings may be arranged from time to time as deemed necessary.

5.9 The agenda and reports (that are not exempt under legislative arrangement) shall be published on the Connected Coast website.

5.10 There may be occasions when the business of the meeting will be subject to confidentiality for reasons of commercial confidentiality or sensitivity information provided by government in confidence, information pertaining to individuals or third party information that is subject to common law duty of confidentiality. This is not exhaustive. On such occasions, the notice of the meeting will highlight the reason for confidentiality pertaining to a particular agenda item.

MINUTES AND REPORTING

6.1 Draft minutes shall be circulated to the Chairperson of the Board within five working days and minutes circulated to the whole Board within ten. Minutes shall remain in draft until approval at the next Board Meeting.

6.2 There will be reporting to the Lead Council's Executive Board by way of the District Council Board Representatives.

6.3 Minutes of the meetings, including details of those in attendance will be published on the Connected Coast website.

6. DATA PROTECTION AND FREEDOM OF INFORMATION

7.1 Where the Board is processing personal data it must adhere to the principles in the UK GDPR and Data Protection Act 2018 and where necessary consult the Councils Data Protection Officer for advice and assistance in meeting its requirements under relevant legislation including seeking advice before any project commences on whether it should complete a Data Protection Impact Assessment.

7.2 If the Board receives a Freedom of Information or Environmental Information Regulations or Subject Access Request for Information it shall be immediately passed on to the Council's Information Governance Officer for processing.

7. REGISTER OF GIFTS AND HOSPITALITY

8.1 The Lead Council shall maintain a register of gifts and hospitality where the value received by any Board Member exceeds £25.

8.2 Any Board member accepting any gift or hospitality should declare this to the Chairperson and Lead Council within seven days.

9. THE BOARD'S RELATIONSHIP WITH EAST LINDSEY DISTRICT COUNCIL

9.1 The Board is responsible for developing and agreeing a clear programme of interventions and coordinating resources and including stakeholders.

9.2 East Lindsey District Council remains the accountable body for all monies received through capacity funding and any other funding that will be allocated throughout the Town Fund.

9.3 East Lindsey District Council will be represented on the Board by various Councillors and Council Officials, with the Leader of the Council providing the formal link between the two bodies in the development of outcomes under those functions set out in 9.1.

9.4 The Board will be supported by East Lindsey Town Deal Board Delivery Team, which will be in the employment of East Lindsey District Council.

9.5 East Lindsey District Council's Executive Board will receive reports on the progress of activities through its established performance monitoring.

10. GENERAL MATTERS

10.1 Board members should make themselves available from time to time to meet the Executive Board of East Lindsey District Council both formally and informally, and to attend meetings of the Council's Scrutiny Committee as and when required.

10.2 Board Members shall duly sign and return the Connected Coast Board Code of Conduct and Declaration of interest on an annual basis.

10.3 The Board may be provided with appropriate and timely training, both in the form of an induction programme for new members and on an ongoing basis.

10.4 The Board will have access to officer resources in order to carry out its duties through the East Lindsey Town Deal Delivery Team.

10.5 The Board shall give due consideration to all laws and regulations as appropriate.

10.6 Members of the public may wish to contact the Connected Coast Board. Any such contact details will be published on the Connected Coast website. The Delivery Team may where appropriate, engage with the Chair and/or wider Board.

11. DOCUMENTATION TO BE KEPT

11.1 The Board shall be responsible for completing, reviewing and updating the following documents:

- Agenda and minutes
- Risk and Milestone Registers
- Decision Logs
- Project Logs
- Equality Impact Assessments (where required)
- Task Lists

12. TRANSPARENCY

12.1 The Board and Lead Council shall ensure that the following documents and information are made available to the public via the Connected Coast Website:

- Terms of Reference
- Agenda and Minutes
- Code of Conduct

13. REVIEW AND REVISION

13.1 These Terms of Reference shall be reviewed at least annually by the Board and revised as necessary to take into account any updated guidance issued to the Town Fund areas.

7. Communications and Engagement update:

Introduction

Following the previous Connected Coast Board meeting, the requirements for Board members as representatives of the Connected Coast has been integrated within the updated Terms of Reference. The communications and promotional requirements for projects have been included in the Funding Agreements.

Toolkit

We have created a Toolkit, which will be available on the Connected Coast website. The Toolkit encompasses the feedback from both the Communications Workshop held on 25th November 2021 and the Board meeting on 10th December 2022. A draft copy is attached to these Board papers for final approval.

A new area to the Connected Coast website will be developed to incorporate the new Toolkit and provide updates on project developments and share good practice, ideas and inspiration for promoting the Connected Coast and Towns Fund projects.

A New Year message was shared:

<https://twitter.com/ConnectedCoastL/status/1479462209189289986>

A new role for a Coordinator, as agreed at December's meeting, has been developed and will be advertised shortly.

Following the Funding Agreements being put in place, communications will commence with individual projects. This is beginning with the Police Training Facility in January with an interview with the Skegness Standard. A campaign has been discussed with the Skegness Standard for the Town Centre Transformation project, and will be progressed with Heritage Lincolnshire.

8. Risk Register, Programme Update and Financial Report

Introduction

This report updates progress in relation to project delivery, Risks and Finances.

Skegness

Skegness Foreshore

The recent marketing exercise concluded on the 10th January. The Council's Corporate Management Team will review scoring of the expressions of interests received at a meeting on the 26th January. Detail of the EoIs received remains commercially confidential. Pygott & Crone reported that some strong initial interest and commitment from developers within the leisure sector to pursue an interest in all three lots waned in parts in the build up to Christmas in response to the Omicron wave and concerns within the industry about the threat of further restrictions. Full business case due for discussion at sub-group on the 14th March and Connected Coast Board approval on the 17th March.

Skegness Interchange

The FBC for this project is included within these Board papers and is being reviewed by the Transport and Connectivity technical sub-group on 19th January 2022.

Culture House

The draft FBC for this project has been submitted to the secretariat, it is now being analysed and will be updated in the next 14 days. There is a challenge about the VAT position in relation to this initiative and we are currently seeking guidance as to implications for the Council and Magna Vitae based around the tax interpretation of the position of Magna Vitae as the lease holder for the Embassy Centre.

Town Centre Transformation

The FBC for this project has now been approved by the Board. It is in final development from the perspective of DLUHC. Work is advanced on building up a pipeline of projects. The contract for the agreement of 5% allocation of resources has now been issued.

Hardy Multi-User Trail and Police Training Centre

Contracts for draw down of the full funding associated with both these projects have now been issued.

Learning Campus

The FBC for this project is included within these Board papers and is being reviewed by the Skills technical sub-group on 17th January 2022. A funding agreement to enable the drawdown of the initial release of 5% allocated to this project has now been issued.

Mablethorpe

Sutton on Sea Colonnade

GF Tomlinsons have been commissioned under the Pagabo Medium Services Framework to complete RIBA Stage 4 works by April 2022. At the end of the RIBA Stage 4 commission everything that needs to be achieved before the manufacturing and construction work can start on site will have been completed. ELDC Officers met with legal advisors on the 12th January to progress further review and consideration of the Section 30 Agreement terms who will lead negotiation with the Environment Agency's Partnership and Strategic Overview (PSO) team direct on this. All technical design issues on the project are now resolved so the formal decision notice can be finalised and issued by the Local Planning Authority, once the S30 is resolved. Full Business Case due for Sub Group presentation on 21st February and Connected Coast Board consideration on the 25th February.

Leisure and Learning Hub

Alliance Leisure Services (ALS) have been commissioned under the UK Leisure Services Framework to complete the design works by April 2022, at which point the project will then be submitted for detailed planning consent. The overall site layout, building envelope, internal location and specification of services is now finalised with ELDC and Magna Vitae colleagues and will form the basis of the detailed design works to meet approved cost envelopes. As part of the ALS commission, Max Associates will provide an updated business case on income modelling and demographic/customer profiling. This will be returned to the District Council on the 21st January for further internal review and approval by the Council's Executive Board and Senior Leadership Team to inform the full business case work. FBC due for discussion at sub-group on the 14th March and Connected Coast Board approval on the 17th March.

Campus for Future Living

This project is making good progress. An exploratory/explanation meeting has been held with the Environment Agency and the next stage which involves some formal pre-application advice is being explored. The design sub-group which have been looking to finalise the layout of the centre has completed its first cycle of meetings which enable the design of the building to be finalised by Lindum who are the contracted agents to take the project to RIBA4. At the moment the slightly revised schedules for the completion of the statutory processes associated with the project are still running within an acceptable timescale. The Project Manager is undertaking a range of interactions with local partners and stakeholders to build local engagement and input.

Mobi Hub

Detailed designs and provisional costs have been established for this project. They have been discussed at a meeting with the current site owners on Victoria Road. Some modest amendments are now in train with the architect. An internal scenario planning workshop is scheduled within the council for 20 January which will provide a clear final series of options for the relationship between the site owners and the local authority which are the two parties to the proposals.

We anticipate that the project will be able to complete an FBC in time to meet the end of March deadline if the outcome from this workshop and the redesign process flow straightforwardly following that meeting, with a draft and full FBC to follow in February and March 2022.

Town Centre Transformation

The FBC for this project has now been approved by the Board. It is in final development from the perspective of DLUHC. Work is advanced on building up a pipeline of projects. The contract for the agreement of 5% allocation of resources has now been issued.

National Trust at Sandilands

The FBC for this project is still progressing to schedule. It is anticipated that it will be received by week commencing 24 January in first draft form.

Summary

A brief summary of progress with each project is set out in the table below:

Mablethorpe	Month	Sub-group	Board
• Town Centre Transformation – January 2022	Approved	✓	✓
• National Trust at Sandilands – March 2022	February	21/02/2021	25/02/2021
• Colonnade at Sutton on Sea – March 2022	February	21/02/2021	25/02/2021
• Campus for Future Living – March 2022	March	14/03/2021	17/03/2021
• Mobi-Hub – March 2022	March	14/03/2021	17/03/2021
• Leisure and Learning Centre – March 2022	March	14/03/2021	17/03/2021
Skegness	Month	Sub-group	Board
• Town Centre Transformation (including Tower Gardens) – January 2022	Approved	✓	✓
• Cultural Skegness – March 2022	February	21/02/2021	25/02/2021
• Skegness Interchange (formerly railway station) – March 2022	January	17/01/2021	20/01/2021
• Skegness Foreshore – March 2022	March	14/03/2021	17/03/2021
• Learning Campus – March 2022	January	17/01/2021	20/01/2021
• Hardy's Multi-User Trail – FBC completed	Approved	✓	✓
• Police Training Centre – FBC completed	Approved	✓	✓

Finance

The accompanying spreadsheet sets out the overall financial structure in relation to the current town fund position. The key challenge is to ensure that the full 5% allocated to each fund is contracted by the end of March 2021. The current position is as follows:

Allocation to date and Residual balance:

Mablethorpe	£'000	Skegness	£'000
5% Advance	1,195	5% Advance	1,225
Less Allocations at previous Board:			
Campus for Future Living	260	Learning Campus	500
Colonnade	400	Cultural Skegness	100
Learning & Leisure	460		
Campus for Future Living	70		
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Balance to Allocate	5		625
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We are currently reviewing the allocation of the funding across the programme for each town taking account of the Government which allows for:

- Using Freedoms and flexibilities, including capital swaps which are available to the local authority as accountable body
- Using contractual commitments – so the spend is committed this FY although not yet paid out

Risk Register

In addition to the individual project risk registers which are attached to specific projects in the spreadsheet which accompanies this report a programme wide risk register for the delivery of the whole programme was identified as a desirable item and the detail of this is set out below as well as incorporated as a tab in spreadsheet:

Risk	Likelihood	Impact	Mitigating Actions/Actions Required
Scheduling of Business Cases	Low	Medium	We have agreed a protocol with DLUHC which allows us to "drip feed" FBCs rather than around set "batch" deadlines - details of proposed timings are set out in the Board report on 20.1.22

Achieving Target Spend	Low	Medium	We have identified the relative risks on a project by project basis, individual mitigations measures at the level of specific projects are in place and further intelligence is collected on a real time basis through our engagement with each project as the TF secretariat
Achieving Matched Funding Totals	Medium	High	It is likely that due to project design changes arising from the FBC development process that there may be some need to value engineer projects as a result of inflationary pressures. This may knock on in terms of match funding contributions. We are alive to this issue and we have been involved in detailed project by project risk rating to understand and plan mitigations at the level of individual project development.
Programme Management Capacity	Low	Medium	The CCB team has a good level of dedicated staff with additional capacity in the host local authority and more widely in the South and East Lincolnshire Councils Partnership. There is also support from partner relations in other authorities with an interest in the programme including the County Council and LEP. There is scope to seek support from these resources to mitigate unforeseen capacity challenges.
Achieving Overall Programme Outputs	Medium	High	The programme management role followed by the CCB and Connected Coast team provides good scope to identify early and then intervene to manage and mitigate risks as identified.
Meeting Evaluation Requirements	Low	Medium	There is a requirement to evaluate the impact of the programmes in each town, we are yet to put the arrangements in place to collect the evidence and programme the evaluation. We have significant experience of these actions in other settings and are beginning to make preparations for the meeting of this obligation once the current stage of the FBC process is completed.
Individual Project Failure	Medium	Medium	There will inevitably be some challenges which occur in terms of project delivery. Through the FBC process these will come to the fore and we will be able to keep on top of them through the project implementation process set up as the next stage of this programme. Depending on the scale of the project and its relative importance to the programme (we have individual risk registers for each project) we will be able to put

			mitigations in place or escalate the solution to the issue to a discussion with DLUHC using as appropriate project variation forms rescheduling timescales and outputs.
Multiple Project Failure	Low	High	This is a relatively low risk because of the comprehensive and varied spread of projects across the programme both thematically and in terms of delivery organisations. Should it occur we will, through monitoring be able to plan amelioration as it gathers pace so that the implications are fully understood and reported before they reach an unmanageable stage.
Subsidy Control Challenges	Low	High	Relatively few of the projects have a subsidy control component. We are planning a desk review of the relative challenge associated with each project working with Freeths as professional advisers and will have mitigations pre-planned should any challenges arise.
Programme Level Inflation Cost Pressures	High	Medium	This is a material risk. We are already involved in value engineering discussion with projects on an individual basis as the FBCs progress to enable us to mitigate this in relation to individual projects.
Programme Governance Failures	Low	High	We have the operation of the Board and its assurance framework including the theme groups under constant review and have just completed a new Terms of Reference and a Skills Audit to enable to refresh the current governance arrangements and we plan to make this a regular and positive on-going process.