



**Cabinet Member for Environment
5 February 2014**

**Decision to be taken on or after
13 February 2014**

Ward: Manor

Key Decision: Yes/ No

Maintenance of Grinstead Lane Roundabout

Report by the Executive Head of Planning, Regeneration and Well-being

1.0 Summary

- 1.1 This report outlines the proposals for improving the maintenance of the Grinstead Lane roundabout in Lancing.

2.0 Background

- 2.1 The Grinstead Lane roundabout is part of the A27 trunk road and is currently maintained by the Highways Agency. There is no programmed grounds maintenance of the roundabout and so it consists of rough grass and trees. The grass is normally cut once a year for health and safety reasons or following complaints to the Highways Agency (HA). Litter is the responsibility of district council.
- 2.2 The roundabout forms the entrance to Lancing from the A27 and the improvement of the gateway would complement the works being undertaken as part of the Lancing Vision.
- 2.3 Following complaints and concerns raised by residents to the Cabinet Member regarding the standard of the grounds maintenance of the Grinstead Lane roundabout, a meeting was arranged with the Highways Agency to discuss the district entering into a section 96 agreement which would place the responsibility for maintenance and costs of maintain the roundabout on the Adur District Council.
- 2.4 The Highways Agency has provided a model Section 96 agreement which has been adapted in Appendix 1 for the Grinstead Lane Roundabout. The model Section 96 agreement allows for the district to undertake maintenance works on the roundabout, it takes approximately one week to enter into, and is terminable by the Council giving 90 days-notice to the Highways Agency.
- 2.5 The proposal is for Adur District Council to enter into the s96 agreement and then a further agreement with an Agency that specialises in obtaining sponsors for roundabouts. It is anticipated that sponsors will pay the approximate sum of between £3,000 and £4,000 per annum and it is a requirement of the Council that the sponsor also pays for any necessary road closures required for maintenance of the roundabout. Attached in Appendix two is the specification that has been prepared to send out, when inviting expressions of interest from relevant agencies.

- 2.6 The money received by the Agent from the sponsor will pay for the maintenance, less the agent's fees. The money received will be put back towards maintenance of the roundabout as it is accepted that after we have entered into the s96 Agreement, there may be times when no sponsor is in place and we are "in between" sponsors. During these periods, the Council shall be responsible solely for the maintenance costs and upkeep of the roundabout.
- 2.7 The costs of such maintenance are not certain and dependant the scale of works required. Basic maintenance of just grass cutting will be required until a sponsor is in place. An interim budget of £2,000 is recommended in the short-term.
- 2.8 It is proposed that any shortfall in the sponsorship money raised will be met from such a budget that the Cabinet Member may nominate.

3.0 Options

3.1 Option one

Do nothing – This option would be for the Highways Agency to continue to cut the grass on an ad-hoc basis. This would not lead to an enhanced gateway for Lancing and the district will continue to get complaints about the roundabout from residents.

Option two

Approach the Highways Agency to find a sponsor for the roundabout – This is unlikely and the Highways Agency prefers to work with local councils to undertake this work at a local level by enabling a section 96 agreement.

Option three

Section 96 agreement – to enter into the s96 Agreement for Grinstead Lane roundabout working with a sponsorship agency to obtain sponsorship and arrange grounds maintenance.

4.0 Proposal

- 4.1 That it is agreed the Council should consider option 2 with the Highways Agency and then, if no suitable solution is found that will meet the Councils requirements to agree option 3
- 4.2 The aim is to improve the overall environment of this part of Lancing and to create a gateway to the village. Only option 3 would enable these enhancements to take place.
- 4.3 The proposal is to enter into a Section 96 agreement with the Highways Agency so that the Council and its subcontractors can undertake maintenance works on the roundabout. Any improvement works would be fairly low-key as the site contains at least four services and is often disturbed. It is likely that it would consist of improved grass cutting and low maintenance beds in the first instance with the opportunity to install appropriate public art in the future subject to the consent of the Highways Agency.

- 4.4 It is also proposed that the council engages a sponsorship company to engage local business to sponsor the roundabout and undertake any maintenance works include traffic management. A proportion of the sponsorship would be kept by the sponsorship company with the remaining allocated for maintenance and potentially income. To fund enhancements up-front, the Council may choose to fund enhancements in year one, knowing that sponsors are contracted for a three year period.
- 4.5 The design and layout of signage is in the Highways Agency design guide. Signage and enhancements designs will be required to be approved by the Highways Agency.

4.0 Legal

- 4.1 Under Section 111 of the Local Government Act 1972, the Council has the power to do anything to facilitate or which is conducive or incidental to the discharge of any of their functions.
- 4.2 Alternatively s1 of the Localism Act 2011 empowers the Council to do anything an individual can do apart from that which is specifically prohibited by pre-existing legislation⁹⁷² empowers the Councils to accept goods, property or money.
- 4.3 s1 Local Government (Contracts) Act 1997 confers power on the local authority to enter into a contract for the provision of making available of assets or services for the purposes of, or in connection with, the discharge of the function by the local authority

5.0 Financial implications

- 5.1 The specification for the Sponsorship Company has been designed to be cost-neutral to the Council, however the risk is that the sponsorship obtained is not enough to maintain the roundabout to the specification required or that it is not obtained and the Council are obliged to maintain the roundabout.
- 5.2 The Highways Agency has given feedback to say that some district and boroughs are struggling to cover the cost of the maintenance mainly due to the requirements for traffic management. The Council will require these costs to be met by the sponsor, but in the event of delays in obtaining the right sponsor and level of sponsorship, a maintenance budget may need to be established in the short term. If this matter is on-going then the Council will have the opportunity to serve notice and terminate the agreement.
- 5.3 An interim budget may need to be set up to cover the costs of the scheme and basic maintenance until the sponsorship budget is secured.

6.0 Recommendation

- 6.1 To investigate the feasibility of the Highways Agency obtaining a sponsor and if not to undertake a section 96 agreement with the Highways Agency to take on the maintenance of the roundabout.
- 6.2 Engage a sponsorship company to manage the sponsorship process and oversee the grounds maintenance including the traffic management.
- 6.3 Identify a short term budget of £2,000 in year one to pay for basic maintenance (grass cutting).

Local Government Act 1972

Background Papers:

None

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Schedule of other matters

1.0 Council Priority

- 1.1 Promoting and supporting projects and ideas that attract new and retain existing businesses, and generate investment in the area.

2.0 Specific Action Plans

- 2.1 None

3.0 Sustainability Issues

- 3.1 None

4.0 Equality Issues

- 4.1 None

5.0 Community Safety Issues (Section 17)

- 5.1 None

6.0 Human Rights Issues

- 6.1 None

7.0 Reputation

- 7.1 This scheme will improve the gateway to Lancing and help achieve the Lancing Vision.

8.0 Consultations

- 8.1 The issue has been raised at the Lancing Vision board.

9.0 Risk Assessment

- 9.1 The main risks are covered in this report.

10.0 Health & Safety Issues

- 10.1 The Sponsorship Company is required to comply with all necessary health and safety legislation.

11.0 Procurement Strategy

- 11.1 Given the value of the contract up to two expressions of interest to be invited from relevant companies and the contract will be reviewed at the end of four years. .

12.0 Partnership Working

12.1 This enables partnership working with both the Highways Agency and a Sponsorship Company to improve the Lancing gateway.

Appendix one

SECTION 96 CONSENT

WHEREAS

- (1) The secretary of State is the highways authority for the A27 Trunk Road:
- (2) Adur District Council (“the Council”) is the local authority for the Relevant Area.
- (3) The ‘Relevant Area’ is Lancing Manor Roundabout.
- (4) The Secretary of State is empowered by section 96(4) of the Highways Act 1980 to give consent to the Council to plant trees and shrubs, to lay out grass verges, to erect and maintain guards or fences and to do anything expedient for the maintenance and protection of such trees, shrubs and grass verges in the Relevant Area.

The Secretary of State gives consent for the Council to carry out proposed planting works in the Relevant Area, provided that:

- 1. The Council shall carry out the planting and maintenance works.
- 2. Install sponsorship signage with the agreement of the Highways Agency as to the size, design and location.
- 3. The Secretary of State shall not bear any liability for any actions of the Council, or any of its employees or Agents, in pursuance of the consent granted in this agreement.
- 4. This consent may be terminated by either party on 90 days notice in writing given by the Secretary of State to the Council.

Signed by:

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Appendix two

Specification for Grinstead Lane, Lancing Roundabout

Adur District Council is seeking an Agent to contract with a sponsor (or sponsors) for the maintenance and upkeep of Grinstead Lane Roundabout on the A27, Lancing, West Sussex in consideration of a right granted to the sponsor by the Council for the advertising of the sponsor's business on the roundabout.

The Agent will be required to:-

- Find a suitable sponsor (or sponsor), having regard to the Highways Agency sponsorship standards as attached;
- Agree to meet its fee from Sponsorship monies received. The agreement with the Agent shall be cost neutral in that the Agent's implementation, administration and commission fees shall not exceed the net income due to the Council arising from the agreement. Where the Agent has been unable to source suitable sponsors throughout the period of the Agency agreement, then the Agent shall meet its own costs which shall not be recoverable from the Council
- Agree to contract with the Council on terms similar to those set out below and to ensure the sponsor enters into a contract with the Agent on terms which shall include those set out below.

The Council will require the following contract terms with the Sponsor:-

Grounds Maintenance

- Compliance with the Highways Agency code of conduct for sponsoring roundabouts
- Prior to any work being carried out by the contract, the sponsor shall supply an appropriate enhancement scheme for the roundabout to be carried out throughout the term of the sponsorship agreement, to be approved by the Council, together with an agreed time table for carrying out the enhancement scheme; any regular maintenance required, including the regular grass cutting (keeping the grass to 30mm and 75mm in length) and the planting of trees and shrubs throughout the term of the sponsorship agreement. Shrub and rose beds are to be maintained in a neat and manner that enables the plants to flower. Shrubs and Roses should not obstruct or overhang the roads. Shrub and Rose beds should be kept topped up with mulch to assist in preventing weed growth.

Health and safety issues

- All work carried out on the roundabout must be carried out in full compliance with all Health & Safety at Work etc Act 1974 and all other Legislation, Regulation or Code of Conduct applicable to the sponsor in carrying out the terms and conditions of the sponsorship

agreement and in all Road Closure Applications for carrying out the works, and it shall be for sponsor entirely to satisfy itself of all relevant Legislation, Regulation and Code of Conduct are being complied.

Indemnity

- The Sponsor shall indemnify and keep indemnified the Council against all actions, claims, fines, demands, proceedings, damages, costs, charges and expenses howsoever arising (whether in negligence or not) directly or indirectly from the exercise of the rights by the sponsor, for personal injury or death, and any loss of or damage to any property including property belonging to the Council except and to the extent that it may arise out of the acts defaults or negligence of the Council.

Insurance

- The sponsor shall be required to maintain suitable insurances with a reputable insurance company to cover all loss and damage for;
 - a) third party insurance and damage to property, injury to persons including death
 - b) professional indemnity insurance and all insurances applicable to the exercise of the rights by the sponsor
 - c) all other insurances to enable the sponsor to comply with its statutory obligations to employees, agents, sub-consultants and sub-contractors engaged directly or indirectly in the performance of the service.
 - d) The shall not be less than 10,000,000 ten million pounds for any one claim or series of claims

Signage / Advertisements

- The Sponsorship Company will be responsible for producing marketing materials necessary to promote the Grinstead Lane Roundabout sponsorship opportunity which must be pre-agreed by the Council and the Highways Agency prior to use.
- The Council will reserve the right to have removed any signage or other material on the roundabout that in the opinion of the Council (that opinion being final), is unsuitable or is capable of bringing the Council into disrepute.
- The sponsor shall be responsible for replacing signage when out of date, damaged, or faded.
- Adur District Council reserves the right to have the Council logo on any or all of signs.

Sponsorship Term

- The term of the sponsorship agreement shall be for a period of up to 3 years.

General Clauses

- Any contract entered into with the sponsor shall include the Council's standard clauses relating to Data Protection; Freedom of Information; Anti-Corruption; Anti-Discrimination and Equality; Health and Safety; Audit rules and other clauses as required by the Council.