**Property Services Contract Specification**

**SLDC**



**Version: 10**

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**South Lakeland District Council – Property Services Contract**

**Specification**

1. **Introduction**

South Lakeland District Council (SLDC) is committed to partnership working with its contractors which adds value and brings benefits for the residents and visitors of the District.

SLDC is seeking to enter into a contract with an experienced property services provider who has the strategic and operational capability and drive to deliver the outcomes SLDC seeks. SLDC wants a property services provider who has experience of running similar contracts with other public sector organisations, preferably local government, due to the nature of the relationship with elected members and the knowledge required around how councils are run.

The property services contract is to be for a 5 year contract plus the opportunity for a further 5 year extension subject to due performance..

The remit for the property services contract has been informed by soft market testing conducted in 2014. This highlighted the need to focus on;

1. Strategy – strategic advice on establishing revenue savings and working with other partner organisations to deliver economies of scale.
2. Needs led – ensuring our property is fit for purpose and enables efficient and sustainable service delivery
3. Flexibility - to ensure there is flexibility in the contract to enable our property requirements to meet the changing needs of our communities and SLDC.
4. Finance – to ensure that the costs for the contract, and maintenance of our property, offer Value for Money and are appropriately borne by service users.
5. Delivery model – ensuring the most effective way of delivering the services.
6. Cost Reduction – delivered throughout the contract through efficiencies, cost saving measures, enterprise, the Council will be open to new ideas.
7. **Strategic Relationship**

The contractual relationship is dependent upon SLDC and the property service provider sharing common values and goals (see Section 6 page 8.). The relationship will be based on the achievement of outcomes, rather than the specification of inputs.

The Council sets out its strategic priorities in the [Council Plan](http://www.southlakeland.gov.uk/council-business/council-plan/). The strategic relationship with the resulting contracted partner will take its lead from the Council Plan (or successor documents which publish the Council’s priorities), and be informed by other strategies which will be developed for the delivery of the Council’s priorities.

1. **Role of the Property Services provider**

**Core Services** – The property services provider will deliver the Core Services as described in Appendix 1 for a lump sum Management Fee and will be Performance Managed as described in Section 5.

Requested Services – Services additional to the Core Services may be requested by SLDC. These will be agreed in advance and invoiced in accordance with the fees listed in the Pricing Schedule.

**Repairs and Maintenance** – as described in the Core Services the Property services provider will manage effectively and efficiently repairs and maintenance of the SLDC’s estate and advise on the allocation of funding on priorities and strategic requirements. There is a need to ensure core assets are well presented to users at all times. This will include the putting in place and management of service contracts.

**Asset Strategy** – within the first year the property services provider and SLDC will draft a new asset strategy [(Current Strategy)](http://democracy.southlakeland.gov.uk/documents/s4328/Corporate%20Property%20Strategy.pdf). It is expected that the property services provider will contribute time, expertise and financial resources (required for specialist advisors) for the delivery and refresh of this strategy. Informed by this strategy, the property service provider and SLDC will develop and agree a plan for the provision and management of the SLDC’s estate, including a 5 year capital and maintenance programme. Strategies and plans will be revised during the lifetime of the Contract, in response to changing circumstances, demands and opportunities as agreed between SLDC and the property services provider. Industry good practice in planning for assets will be used and adhering to RICS principles.

**Energy and Utilities Management** - the property services provider will manage and provide advice on energy and utility requirements of SLDC’s estate to ensure value for money and to monitor energy consumption and payments. The property services provider will also provide advice on reducing SLDC’s carbon emissions, renewable energy opportunities, and becoming more energy efficient.

**Funding** – SLDC and the property services provider will develop and agree a 5 year planned maintenance and capital programme updated each year. The development of strategies and plans will not preclude the property services provider bringing forward and implementing projects which provide value for money and are required for the efficient management of SLDC’s estate.

**Procurement –** the property services provider will follow [SLDC’s procurement policy and internal procedures and rules,](http://www.southlakeland.gov.uk/business-and-trade/procurement/) for all planned and reactive maintenance work. They will be expected to have a good understanding of the EU Procurement Directives and all associated legislation which may impact on the procurement process. They will be responsible for liaising with SLDC Officers in drawing up Specifications and tender documents, and will have access to the Buyer side of the North West e-tendering portal, the Chest to conduct the procurement processes. The property services provider will be responsible for scoring the tenders and advising SLDC of winning tenders through the correct procedures. The SLDC Procurement Team will be available to offer ad hoc support and advice on these matters.

**Health and Safety** – the property services provider will manage SLDC’s estate in accordance with good industry practice, Health and Safety procedures and management systems as defined in the Core Services Appendix 1 and [SLDC’s Health and Safety policies](http://www.southlakeland.gov.uk/business-and-trade/procurement/). Health and Safety performance will comprise a key part of the Performance Management of the Contract.

**Standards** – the property services provider will manage SLDC’s estate in accordance with good industry practice for meeting regulatory standards and requirements, and RICS compliance. Compliance will comprise part of the Performance Management of the Contract.

**Emergency Call Out** – the property services provider will operate a 24 hour emergency call out provision.

**Customer Focus** – the property services provider will be active in engaging with and responding to service users, members, local MPs, the local community, dealing with complaints, dealing with freedom of information requests, and gaining feedback.

**Sustainability** – the property services provider is to continually drive for more efficient and effective use of resources and looking for sustainable options.

**Marketing** – the property services provider will be responsible for marketing available properties, dealing with viewings and running marketing campaigns to ensure assets are utilised as efficiently as possible.

**Localism** – SLDC operates across a large rural area and seeks to support localism through which communities and volunteers are enabled to improve the areas they live in. This can involve SLDC allowing groups to work on estate matters to improve aesthetics or asset transfers to the community ([Asset Transfer policy](http://democracy.southlakeland.gov.uk/documents/s1618/Asset%20Transfer%20Policy.pdf)). The property service provider will assist, advise, manage and help these opportunities.

**Local Community** – SLDC will need the property services provider to develop relationships with local communities to understand the diverse relationships in managing SLDC’s estate.

**Other Strategic Matters** – SLDC will require the property services provider to provide senior representation and leadership to secure strategic discussions with organisations as and when required. SLDC will also seek the property services provider input to a range of Council policies and strategies, for example, Housing Strategy, Council Plan, Facilities Strategy, etc.

**Reports –** the property service provider will be expected to prepare draft committee reports for the approval of expenditure, estate matters or other items that require committee approvals. These must fit with Council submission deadlines as pre-determined by SLDC.

**Location** – due to the nature of the work the team responsible for Building Surveying as part of the arrangement will need to have a base within 10 miles of the SLDC Headquarters (South Lakeland House, Lowther Street, Kendal, LA9 4UF). Due to the nature of the work, the team responsible for Estates Surveying will need to have a regular presence in the district to support SLDC in delivering its services.

**IT system –** SLDC currently utilises Technology Forge for its property and asset management software which is installed on and SLDC server. There are 6 concurrent user licences and 5 SLDC staff have access to the system. The solution provides a property register which links through common buildings/ sites; a condition survey module (used for preparing planned maintenance records of identified work; a Hazard Module (SLDC asbestos register); a Plant/ Asset register (Radon log); Help Desk / instructions module (SLDC ordering system for all works); Finance module (finance link for all operations in Technology Forge). It also records details of all SLDC deeds; details of all agreements (including leases and all lease agreements entered into by SLDC. SLDC also utilises a GIS mapping facility and there are 5 Mapinfo GIS licences and 3 GIS new licences. Tenderers are advised that these systems will continue to be utilised by the Council in the short term and access to the systems will be provided to the property services provider. The property services provider will be responsible for keeping asset management and property portfolio information on these systems up-to-date on a real-time basis. The property services provider will be expected to review the existing use of information technology for property services within the first year of the contract and to write a strategy on the best use of technology for property services moving forward which complements the Council’s aims.

**Record management –** the property services provider will be responsible for keeping all SLDC’s intellectual property rights and records up-to-date and in an orderly manner and will ensure that the contemporary fully updated records will be handed over at the end of the contract period.

**Equipment** – the property services provider will be responsible for the provision, repair and replacement of office equipment, furnishings, surveying tools and systems in order to carry out the duties within the contract for the staff engaged on this contract only.

**Financial Reporting**

The property services provider will provide a valuation service on the Council’s portfolio of land and property assets. Valuations are to be provided as at 31 March of the relevant financial year. These are to be provided in compliance with the CIPFA Code of accounting for Local Authorities for the relevant financial year and RICS guidance. Revaluations are to be performed on the following cycle:

* annually on investment properties, car parks, municipal buildings, leisure sites and any other property with gross value >£1m held at current value.
* in line with a rolling programme (initially over 5 years) for all other land and property assets measured at current value.

These are to be provided by 31 January of the relevant financial year in question (i.e. in advance of the relevant yearend). This will include a detailed report covering;

* relevant details for each asset revalued including, revalued amount and remaining economic life for every material component.
* comment on how any expenditure in year has impacted on asset values, be these in the list of assets for revaluation or not
* whether new capital expenditure will result in de-recognition of any existing components and the value of components de-recognised
* comment on any potential impairment issues for asset values, be these in the list of assets for revaluation or not and to include land and property assets held at depreciated historic cost.
* any other assurance required to support the overall value of the land and property portfolio.
* The income and expenditure for the relevant financial year relating to investment properties, on an accruals basis.

A further statement confirming the values provided, or any changes to those provided at 31 January, to be supplied by 30 April of the next financial year (i.e. 1 month after the relevant yearend).

Details of any asset acquisition or disposal will also be required by 31 March of the relevant financial year, including any relevant valuation and reclassification advice.

The property service provider will also provide a full valuation of properties for insurance purposes, this to be carried out on a four year rolling basis or sooner if any major works are carried out to a property. We will also need insurance valuations for all new properties purchased/built by the council.

All insurance valuations must be in line with guidance from the Royal Institution of Chartered Surveyors (RICS) and results are required in December of the year they are due in order to be included in the renewal for the following financial year.

At renewal time (Oct-Dec) confirmation will be sought regarding the completeness of the insurance property list and whether a property is vacant or not. Further information on the property may be requested depending on the insurer’s requirements. The Council will require at least details of the number of storeys, construction type and listing on insured properties. For commercial properties the Council will require details of the occupied business types and annual rent. Updates will be required regarding properties becoming vacant and when they are re-let as the Council are required to inform the insurers when properties have been vacant for more than 30 days.

All finance activity will be in line with both the financial and contract procedure rules. The property services provider will consult with the Council’s VAT officer in relation to VAT implications of any purchase, sale, new rental agreement or capital scheme being procured. They will also provide advice over reasonableness of rateable values and will take necessary action to correct or challenge these when required.

1. The Council’s finance system will be used for ordering goods and services as well as raising invoices. All financial transactions will be accurate, timely and coded in compliance with the with the Council’s chart of accounts.

**Role of SLDC:**

**Finance** – SLDC will manage rent collection and debtors, rates payments and will pay all supplier invoices directly. SLDC will provide the property services provider with log-ons to the SLDC finance system Integra to enable the ordering of goods and services as well as approving invoices.

**Insurance** – SLDC will manage and pay for the insurance of the estate, however the Council will be reliant on the property services provider supplying the necessary insurance valuations as required.

**Legal Completions** – the property services provider will agree all negotiations and provide Heads of Terms and legal instructions to SLDC’s legal team to provide the legal completions. The property services provider will be responsible for ensuring these happen in a timely manner and will have regular meetings with the legal team.

**Grounds Maintenance** – SLDC currently have a ground maintenance supplier for all parks, open spaces, additional green areas that need maintaining. The ground maintenance supplier is only responsible for items which grow. SLDC also have a playground engineer who is responsible for the health and safety and maintenance of playgrounds. The management and maintenance of paths, walkways, hard standing areas (excluding playground areas) will be the responsibility of the property service provider. The grounds maintenance contract is due for renewal in 2017 and this area may need reviewing, therefore flexibility will be required.

**Leisure Facilities** – SLDC has a leisure partner who delivers and manages the leisure facilities. However SLDC still have responsibility for the leisure building structures, lifts, external glazing and doors, boundary fences, all hardwiring, sewage plant and heating. The property services provider will be expected to manage these items as per the Core Services in Appendix 1. Leases are in place for the Leisure Partner to occupy and operate these premises.

**Car Parks –** SLDC has 37 car parks and manages these in house with parking wardens and an in house team. SLDC is also responsible for all car parking equipment. Maintenance of the hard standing areas or structures within the car parks will be the responsibility of the property services provider, which includes monthly health and safety checks, monthly condition checks and general structural and maintenance inspections. A maintenance schedule is to be agreed each year with the Lake and Parking Services Officer.

**Architectural and Engineering Work** – If architectural, engineering and project management work is required for any project SLDC will procure this following SLDC’s procurement procedures. SLDC may require the property services provider to assist in providing a brief / specifications for projects.

1. **Performance Management**

Performance management will be founded on the following principles;

* Delivery within the spirit of SLDC’s and the property services providers’ values
* The contract is to be outcome focused
* Performance and contract management are essential to demonstrate the achievement of outcomes and value for money
* Performance and contract management will be dependent upon open, authentic and regular dialogue between SLDC and the property services provider.
* The property services provider’s attendance if required at Cabinet and Overview and Scrutiny meetings.

SLDC and the property services provider will nominate a lead responsible officer/ Director to manage the relationship through the contract.

SLDC will set the initial performance indicators and the frequency of reporting and review. Performance indicators will include;

* Health and Safety and Regulatory Standards
* Customer service and feedback
* Estate management – vacancy, lease renewals, rent reviews, dispersals, acquisitions
* Building management – repairs and maintenance spend, management of orders, cleaning requirements, time priorities met

Targets will be set to provide a challenge for continual improvement and be agreed on an annual basis. The performance indicators and targets will be reviewed and further developed on an annual basis throughout the life of the contract.

Formal quarterly contract management meetings will review performance and discuss the contract at a strategic level. SLDC will nominate the officers and elected Member Portfolio Holder to attend these meetings. SLDC will require the senior representation also from the property services provider at Director level.

Monthly meetings will be requested by the SLDC client officer to discuss operational items and expenditure.

Where significant projects are commissioned and developed, a recognised Project Management Methodology will be adopted.

1. **Support of and for Council Values**

The work and activity of the property services provider will reflect and support the expressed Values of SLDC;

* **Excellence** – the property services provider will be able to demonstrate continuous improvement in all that it does throughout the lifetime of the Contract. The property services provider will be able to demonstrate Social Value. The practices of the property services provider will reflect and add value to industry best practice and RICS codes of conduct.
* **Openness** – the contract will be reliant upon an ‘open book’ approach between SLDC and the property services provider. Communication and information will be regular, open and authentic.
* **Valuing People** – the property services provider will develop and deliver customer focussed services. All services provided will adhere to the Council’s Equalities Scheme and requirements of the Equalities Act 2010 as far as possible. The property services provider will demonstrate a proactive, structured approach to workforce engagement in the development of services and the training and development of employees and volunteers.

The property services provider will share SLDC’s priority of protecting the environment, delivering and developing sustainable environmental practices and minimising environmental impacts in support of its service delivery.

The property services provider will operate a safety first culture, managed through an effective Health and Safety policy and practice.

1. **Payments by SLDC**

SLDC will require the property services provider to use SLDC’s finance system Integra to raise purchase orders and good received orders for the management of planned maintenance items.

SLDC will pay the property services provider the Management Fee for core services quarterly in advance on receipt of an invoice.

1. **Human Resources and TUPE**

Please see Appendix 4 for more details on TUPE and pension responsibilities.

**Appendix 1**

**Core Services**

The property services provider will carry out all the duties required to effectively and efficiently manage, repair and maintain SLDC’s estate. The property services provider can employ a sub-contractor to carry out elements of the work, however the details of the sub-contractor have to be submitted with the tender and the sub-contractor must have experience of delivering similar work with another public sector organisation. This will be assessed in the Selection criteria with any non-compliant tender excluded at this stage.

Please also note that the property services provider is responsible for all Health and Safety works carried out on SLDC’s estate and access onto SLDC’s estate by contractors employed by the property services provider.

Please see below an outline of the core services and outputs required as part of the contract;

**Estate Surveying**

|  |  |  |
| --- | --- | --- |
| **Corporate & Strategic advice** | To advise on estates policy/strategy, to undertake property reviews and identifying surplus assets, to provide specialist property advice, to assist in relation to Localism enquiries**,** to advise on legislation requirements and other corporate and strategic property advice as required. In year1 of the new contract, the property services provider must write a draft asset strategy. | It will be expected that the supplier and the Council will enter into constructive dialogue within 2 working days of receiving a request.  Ready access to appropriate skills.  Appropriate sector experience.  Provision of informal pre-project advice. |
| **Valuation** | For purchase and sales, for rents, of assets for accountancy purposes including componentisation, for statutory purposes to assess the basis for payment, for insurance and reinstatement purposes and for client specific purposes. | There will be specific timescales on when these need completing to comply with the Council’s budget cycles. |
| **Negotiation** | To agree the consideration obtainable or payable together with any terms and conditions. | This will be to ensure the Council’s estate is achieving the correct levels of income. |
| **Acquisition & disposal** | To advise, manage and implement the acquisition and disposal of properties | Ready access to appropriate skills. |
| **Development** | To assist with the development process by identifying and enabling development opportunities within the District. This also include working with the housing team to identify sites for affordable housing for registered social housing partners to deliver (SLDC has transferred its housing stock to South Lakes Housing). | Appropriate sector experience.  Provision of pre-project advice. |
| **General Estate Management** | To manage SLDCs properties and land holdings through the following;   * + Lease and licence management and other tenancy management   + Encroachment management (more detail below)   + Undertaking rent reviews   + Serving notices as required   + Dealing with disputes   + Property queries from internal and external customers   + Assisting finance with debt collection   + Dealing with licence for entry and obtaining and managing the required health and safety documentation before access and during works   + Inspecting property   + Dealing with compensation claims   + Instructing SLDC’s legal team on completions of negotiations   + Easements and wayleaves   + Other estate matters as required | There will be output measures in place over completion of lease renewals, rent reviews, new leases and encroachments. There will also be measures in place for ensuring the Council’s vacancy remains to a minimum. |
| **Rating** | The property services provider will provide information to the Valuation Office as required, ensuring SLDC is paying the correct rates for its estate. | Ready access to appropriate skills. |
| **Agency** | The property services provider will provide agency advice and undertake agency work as required to manage SLDC’s estate | Appropriate sector experience. |
| **Investments** | the property services provider will provide investment advice as required to manage SLDC’s estate. | It will be expected that the supplier and the Council will enter into constructive dialogue within 2 working days of receiving a request. |

**Lake Encroachments – Please see Appendix 5 (page 22)**

**Building Surveying**

On an annual basis SLDC allocates a budget for the planned and reactive maintenance of SLDC’s estate which is typically between £600,000 and £800,000pa. A new Schedule of Rates contract will commence on the same date as the property services contract. All additional works outside of the Schedule of Rates will be procured by the property services provider in adherence with [SLDC’s procurement policy](http://www.southlakeland.gov.uk/business-and-trade/procurement/), rules and procedures, including use of the SLDC e-tendering portal, The Chest.

The property services provider will report annually on a 5 year prioritised survey of future planned and reactive requirements and submit bids for funding each year for capital and revenue budgets. The property services provider will be the Project Manager for these schemes and will need to provide appraisals and feasibility studies for proposed schemes.

The property services provider will manage all works from providing plans and specifications, tender management, selection of contractors, awarding contracts, contract administration including DCM Regulations compliance, site management, liaising with SLDC staff, inspections and managing Contractors as per SLDC’s policy and procedures,

The property services provider may need to engage specialist sub-contractors, such as quantity surveyors, structural engineers or mechanical and electrical specialists to complete or advise on works. The property services provider will manage all these sub-contractors.

|  |  |  |
| --- | --- | --- |
| **Planned, statutory, and reactive maintenance** | The property services provider will prepare, report and manage all the programmed, statutory maintenance and reactive repairs from an agreed annual budget. They will place all orders, manage works on site and manage the invoice reconciliation including final payment stage using SLDC’s finance system Integra. | It will be expected that 100% of the planned, statutory and reactive maintenance budget will be spent each financial year. The supplier will also be expected to ensure that work is completed on time with no call backs. |
| **Dilapidations and Condition surveys** | The property services provider will prepare, manage and carry out all necessary dilapidation, schedule of condition and condition surveys. | Resources and skills available to meet business demands. |
| **Inspections** | The property services provider will carry out regular inspections of all SLDCs estate to ensure health and safety compliance and fitness for purpose. The property services provider will action work with appropriate priority depending on the risks on site. The property services provider will also liaise with Insurance Inspectors in order to carry out the statutory checks on SLDC’s estate | Demonstrable procedures and audit compliance. |
| **Service Contracts** | The property services provider will manage all the necessary service contracts for utilities, building maintenance and testing of services, such as boiler inspections, lift maintenance, legionella testing, window cleaning etc. (See also above) | To ensure the estate is managed correctly with nil defects. |
|  |  |  |

**Health and Safety**

A clearly defined health and safety management system is in place for the management of SLDC’s estate, which includes controlling the risks arising from asbestos, legionella, fire, gas, construction maintenance and contractor management. ([SLDC’s Health and Safety policy](http://www.southlakeland.gov.uk/EasySiteWeb/GatewayLink.aspx?alId=46946)). The property services provider will manage all the Health &Safety requirements as per SLDC’s policy, and the requirements of the Health and Safety at Work Act 1974.

The property services provider will also control all access onto SLDC estate from contractors using SLDC’s Control of Contractors Policy and will complete site inductions. This includes issuing Licence for Entry or Alterations and checking all health and safety documentation and insurances are in place.

The property services provider will also need to maintain a database of all risk assessment checks (as an audit requirement) and the asbestos register.

The supplier will monitor and measure compliance or non-compliance with all health and safety related matters.

**Energy Management**

The property services provider will provide strategic advice on sustainable energy management and making the most of any energy opportunities. SLDC’s Council Plan has a priority of reducing the Council’s carbon emissions and becoming more energy efficient and SLDC will require the property services provider to assist with this.

The property services provider will also manage all SLDC’s utility payments (using Integra) and have a system for managing and monitoring SLDC’s energy consumption. The current property services provider uses Team Energy Software and also procures gas and electricity from the YPO consortium on behalf of and in liaison with SLDC. The property services provider will be expected to continue to manage all the liaising with this or any other consortium in relation to utilities and energy.

The property services provider will also complete all the necessary Energy Performance Certificate surveys and Display Energy Certificate surveys as required.

**IT system –**The property services provider will be responsible for keeping asset management and property portfolio information on these systems up-to-date on a real-time basis. The property services provider will be expected to review the existing use of information technology for property services within the first year of the contract and to write a strategy on the best use of technology for property services moving forward which complements the Council’s aims.

**Record management –** the property services provider will be responsible for keeping all SLDC’s intellectual property rights and records up-to-date and in an orderly manner and will ensure that the contemporary fully updated records will be handed over at the end of the contract period.

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**Appendix 2**

**Key Performance Indicators**

|  |  |  |
| --- | --- | --- |
| **Priority** | **Measure** | **Indicator** |
| **Building Surveying** | Enter into a constructive dialogue with the Council within 48 hours of receiving a Work Request Form. | % of instructions confirmed within 48 hours of a Work Request Form. |
| **Building Surveying** | Achieve 100% expenditure of the planned maintenance | % expenditure between budget and actual spend |
| **Building Surveying** | Monitor the Schedule of Rates contract to ensure 90%\* of jobs are completed on time with no call backs.  \*(rising to 95% over the course of 5 years) | % variance on the number of jobs which are completed on time as per the priority ordering |
| **Building Surveying** | Cost of operating property (operational estate) | Property cost/ sqm g Int |
| **Building Surveying** | Cost of operating property (operational estate) | Annual cost/ workstation |
| **Building Surveying** | Condition survey progress | % suitability/ condition survey |
| **Building Surveying** | DDA compliance | % portfolio with required accessibility undertaken/ assessment plan |
| **Building Surveying** | Cost reduction (operational estate) | Spend on energy/ sqm gIA |
| **Building Surveying** | Sustainability | Carbon reduction (tonnes) PA |
| **Estates Surveying** | Email clients within 48 hours of receiving a Work Request Form, enquiry or brief from the Council or its customers. | % of constructive dialogue with clients within 48 hours of receiving a Work Request Form or email. |
| **Estates Surveying** | To ensure the Council's estate vacancy is minimised | No. of new Licences, Leases and Encroachments completed within the quarter |
| **Estates Surveying** | To measure the Council's empty property rates | % floor area of properties that are vacant |
| **Estates Surveying** | To demonstrate demand in Council properties | No. of viewings on empty properties available to let. |
| **Estates Surveying** | Portfolio value | % portfolio re-valued |
| **Estates Surveying** | Income maximisation | Yield on investment portfolio |
| **Estates Surveying** | Income maximisation | %.... investment portfolio |
| **Estates Surveying** | Income maximisation | Rent reviews completed in six months |
| **Estates Surveying** | Income maximisation | Lease reviews completed in six months |
| **Estates Surveying** | Income maximisation | Encroachment renewals completed in six months |
| **Estates Surveying** | Capital income | Disposal receipts from surplus property (gRF/MRA) |
| **Contractor H&S** | To monitor Schedule of Rates Contract across a number of dynamic measures to ensure compliance with H&S | No. of near misses recorded |
| No. of accidents recorded |
| No. of RIDDOR (reported to HSE) |
| No. of work place inspections by the Schedule of Rates Contractor |
| No. of joint inspections |
| **Corporate KPIs** | To measure customer satisfaction of planned and reactive maintenance jobs | To monitor customer satisfaction to ensure 95%\* of jobs achieve a customer satisfaction measure of at least 8 out of 10  \*(rising to 99% over the course of 5 years) |

**Appendix 3 – Asset Information**

Property values:

                Other Land & Buildings                                  £35,024,389

             Infrastructure assets                                      £4,335,176

                Community assets                                           £172,453

                Assets under construction                           £20,337

Heritage Assets                                                               £2,193,002           (this is mainly the museum collection)

Investment Properties                                                  £4,246,871

Assets held for sale                                                         £65,115

480 Lake Encroachments – Annual Agreements

25 Lake Encroachments – Long Term Leases

198 Property Leases

128 Other Licences & Wayleaves (made up of Vehicle Access, Pedestrian Access, Easements, Wayleaves and all other miscellaneous lettings)

11 Grazing Licences

39 Garden Tenancies/Allotment Sites

Further information can be found on - <http://www.southlakeland.gov.uk/have-your-say/information-and-data/open-data/?entryid80=46888>

**Appendix 4 – TUPE List and Pension**

Important: South Lakeland District Council (SLDC) is providing this Stage One Information on employees working on the current contract.  This information has been provided by the current contractor and SLDC is sharing the information with prospective bidders to enable them to formulate and present their plans for servicing the new contract, with reference to the existing workforce, taking into account the potential of inheriting employment liabilities.  This information is shared in good faith, but no assurances regarding its accuracy or completeness are given by SLDC. The information is not Employee Liability Information as defined by the Transfer of Undertakings (Protection of Employment) Regulations 2006, it is for procurement purposes only.



The Council believes that 12 of the above staff are first generation transfers from the Council to the current service provider and will require a LGPS or GAD approved pension to be provided.

**Appendix 5 – Lake Encroachments**

Background

The Lake Bed of Lake Windermere was acquired by Windermere Urban District Council in 1939 and transferred to South Lakeland District Council on 1 April 1974 upon local government re-organisation. SLDC’s title was registered between 2006 and 2009.

The current lake boundary is in the main registered with a general boundary with a number of locations emerging with specific boundary agreements.

Encroachments

Lake encroachments comprise anything that is erected on or over the lake by adjacent landowners and for which either an annual licence fee is charged or where a longer term lease may be in place. These comprise structures such as boathouses, jetties and mooring posts. These encroachments provide SLDC with a significant income. In the financial year 2014/15 the income to SLDC arising out of Windermere Lake Encroachments was £478k.

Annually renewed Encroachment fees are set by SLDC’s Lake Administration Committee, who notify the property services provider of the new rates. The fee for leases is more of a valuation issue based upon the local market rate and is a matter upon which the property services adviser shall advise.

Each Encroachment is documented by an Encroachment Agreement or Lease. Encroachment agreements are charged either by a lower domestic rate or a higher commercial rate depending on the nature of the encroachment holder.

In 2012 SLDC changed the way it charged for Encroachments and new surveys provided new measurements and plans. These were sent to the Tenants and rent demanded. Some Tenants have settled once everything has been explained but others persist, disputing the extent of SLDC’s title to the Lake Bed and the method used to determine the boundary as well as the Rate applied and fees charged. Recently, the Tenants have also challenged the methodology by which the boundary to the lake is calculated

SLDC’s Lake Wardens monitor Lake Windermere encroachment activity to identify additions and other changes to encroachments. They will notify the property services provider of any changes.

Specification

The property services provider will be required to carry out the following functions:

(a) deal with queries from the Lake Encroachment holders and leaseholders within a timescale to be agreed with the SLDC client officer. This may involve explaining how the fees are calculated, explaining the basis upon which boundaries to the lake are assessed, drawing up surveys and plans to reflect any changes to lake encroachments and calculation of the licence fee or rents to be paid in respect of any new lake encroachments or in the case of any renewals. Such correspondence may be escalated to SLDC’s Legal Services if the Tenant‘s correspondence relates to legal rather than surveying or valuation issues. Any such referrals to Legal Services shall also be notified to SLDC’s Community and Leisure Manager;

(b) conduct any adjudication or arbitration proceedings relating to rent renewal disputes, in accordance with the timescales prescribed by such proceedings and provide surveying evidence for any such proceedings;

(c) provide surveying evidence and expert evidence in relation to any court proceedings in accordance with the prescribed timescales relating to property disputes including proceedings before the Property Chamber Land Registration First Tier Tribunal and the County Court and High Court;

(d) consider and advise upon the appropriateness of any proposed pro-active applications by SLDC to rectify the registered title to Windermere Lake and to respond and if appropriate defend any application by adjacent landowners to claim part of SLDC’s registered title to the lake.

(e) advise upon the appropriateness of applying for a determined boundary to the registered title to the lake rather than the current general boundary either in particular cases or on a wider basis within timescales to be agreed with the Client Manager;

(f) advise SLDC on surrenders/terminations, assignments and new agreements in accordance with the timescales required by such agreements and in any case in a timely fashion;

(g) calculate each individual encroachment fee and notify SLDC’s Finance Group, Legal Services Group and Community and Leisure Manager of the charges. An Integra interface file will also be required so that the details can be uploaded directly to the SLDC finance system, to enable SLDC to send out the invoices for encroachments (for the period from 1 April to 31 March each year).

(h) determine and negotiate the appropriate rent to be charged for encroachment leases;

(i) instruct SLDC’s Legal Services to draw up the relevant legal documents with agreed Heads of Terms for leases, sales assignments of existing Lake Encroachment Agreements and the drafting of new Lake Encroachment Agreements.

(j) maintain a full and up to date record of all encroachment agreements, leases and other legal agreements relating to Windermere lake.