

Highways and Amenities Committee – Monday 24th April 2017

Ice Cream Concession

Agenda Item 9

We have received an application from Montalbano restaurant to allow the sale of traditional Italian Ice Cream from a cart on the Recreation Ground. I have attached their e-mail application plus an example of a similar contract with had with an ice cream vendor in 2015. The e-mail contains details of the cart which is attached to a bike in the traditional style and this will have no impact on the surface of the recreation ground.

The arrangement in 2015 was for £1000 for a full season (Easter until the End of September) or £200 per month used (part months would be chargeable pro-rata). I suggest a similar arrangement for this.

Proposal: That Montalbano should be awarded a concession on the above terms



Phil Burgess
Town Clerk

Impact on Crime and Disorder : None
Impact on Bio-diversity : None
Budgetary Impact : Beneficial

Town Hall

From: Montalbano restaurant <info@montalbanorestaurant.co.uk>
Sent: 10 April 2017 22:42
To: Town Hall
Subject: F.A.O Phil Burgess - Application to sell ice cream - Tenterden recreation grounds
Attachments: PastedGraphic-1.tiff

Dear Phil,

Many thanks for all your help so far, really appreciate.

As discussed over the phone last week, towards the end of May we should be ready to produce our own artisan Italian ice creams & sorbets. In few weeks time we will also have our ice cream cart delivered from Italy (please see photo below).

Throughout the summer we intend to promote our ice creams at the restaurant and we would also like to be able to take the cart to the Tenterden park whenever possible please (hoping for good weather!). We will bring the cart to the park and take it back to the restaurant once we finish during the day.

You kindly indicated you could put the proposal forward in order to get permission from the local council.

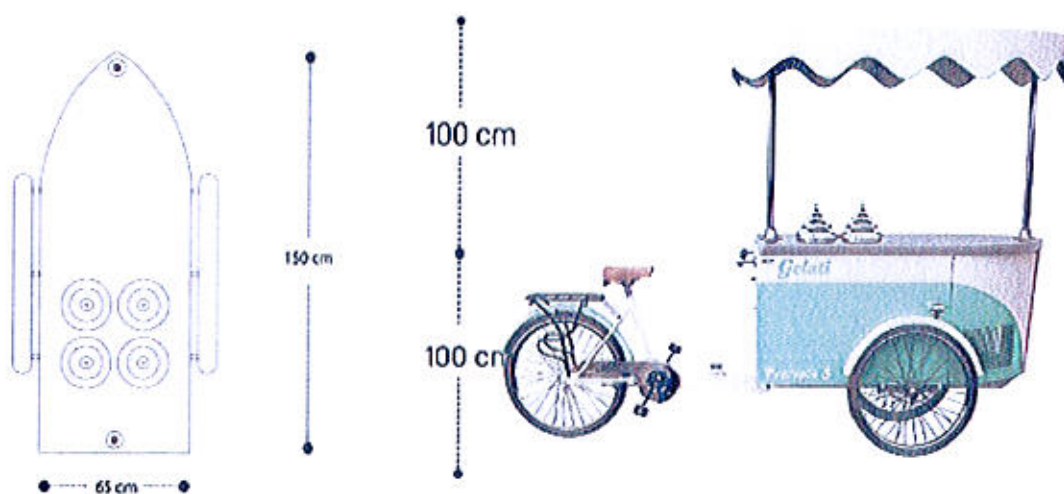
Please do let me know if the info provided is sufficient or if there are any other questions or forms to complete please.

P.S: I've received your letter regarding our application to KCC, many thanks!

Kindest regards
Ana Maria Ionel
Montalbano Restaurant



Dimensions



TENTERDEN TOWN COUNCIL

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ICE CREAM CONCESSION AGREEMENT

Introduction and Definitions:

This agreement is between Tenterden Town Council, Town Hall, 24 High Street, Tenterden TN30 6AN (herein after called 'the Council') and Eugene Hughes, 3, Southview, Main Street, Peasmarsh, East Sussex, TN31 6SR (herein after called 'the Applicant').

Purpose of the agreement:

The purpose of the agreement is to make clear and confirm the details of the agreement between the Council and the Applicant in relation to a concession to sell ice cream and refreshments on the Recreation Ground, Recreation Ground Road, Tenterden.

DEFINITIONS;

Material Breach:

- (a) Criminal damage to Council property.
- (b) Theft or fraud.
- (c) Harassment / intimidation of members of the public or Council employees.
- (d) Removal and use of any Council property or equipment.
- (e) Abandoning the Agreement.
- (f) The Applicant is guilty of any act which brings the Council into disrepute or which in the Council's reasonable opinion, is prejudicial to its interests.

Terms and Conditions

1. Commencement date and duration of the agreement:

This agreement will commence on 11th June 2015 in accordance with the following conditions:

- a. The Council may terminate the agreement immediately in the event that the Applicant, or any such person who lawfully represents the Applicant, or any person who is acting with the express or implied consent of the Applicant (hereinafter called Operatives), commits any material breach of the terms of this agreement. Under these circumstances, any monies paid under this Agreement will be non-refundable.
- b. The agreement will end on 30th September 2015.

2. Specific Terms of the agreement:

- a. Parking on the Recreation Ground. This must be at a place agreed with the Council's Site Maintenance Manager, Andy Clifton.

(i) Licence

The Applicant acknowledges that:

> it shall occupy the Ground under licence and that no relationship of landlord and tenant is created between the Applicant and the Council by this Agreement; and

> the Council retains control, possession and management of the Ground and the Applicant has no right to exclude the Council from the Ground.

- b. Litter. Two litter bins must be placed by the Ice Cream van and the applicant will be responsible for the disposal of litter.
- d. Oil Spillage. A drip tray must be used at all times on the Recreation Ground.
- e. Hours of Operation. Hours are restricted to those specified in the planning consent (10:00-18:00 Monday to Saturday and bank holidays).

3. Payment.

Payment of £700 must be made in full on commencement of the agreement.

4. Insurance

4.1 The Applicant shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Applicant, arising out of the Applicant's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the Required Insurances).

4.2 The Required Insurances referred to above include (but are not limited to):

(a) public liability insurance with a limit of indemnity of not less than [five] million pounds [£5,000,000] in relation to any one claim or series of claims arising from the Project; and

The Applicant shall (on request) supply to the Council a copy of such insurance policies and evidence that the relevant premiums have been paid.

5. Disclosure and Barring Service (DBS) The Applicant shall produce to the Council such evidence as the Council shall require of a satisfactory DBS check.

6. Gifts, Inducements and Rewards

6.1 The Council may cancel the Agreement and recover any loss if the Applicant, its employee's agents offer any reward relating to the Agreement contrary to the Bribery Act 2010, or shall have given any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972.

7. Indemnity to the Council and TUPE

7.1 the Applicant agrees with the Council throughout the Agreement period to indemnify and keep indemnified the Council from and against any and all loss, damage or liability suffered and legal fees and costs incurred by the Council resulting from a breach of this Agreement by the Applicant including:

7.1.1 any act neglect or default of the Applicant's employees or agents or;

7.1.2 breaches in respect of any matter arising from the supply of the concession services resulting in any successful claim by any third party.

8. Health and Safety

8.1 While on the Council's premises the Applicant shall comply with any health and safety measures implemented by the Council in respect of staff and other persons working on those premises or outside of it. The Applicant shall promptly notify the Council of any health and safety hazards which may arise in connection with the concession under this Agreement.

8.2 The Applicant shall notify the Council immediately in the event of any incident occurring in connection with the concession under this Agreement where that incident causes any personal injury or damage to property which could give rise to personal injury.

8.3 The Applicant shall take all necessary measures to comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working in connection with the concession under this Agreement.

9. VAT

9.1 All sums payable under this Agreement unless otherwise stated are exclusive of VAT and other duties or taxes

9.2 Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.

This agreement will be in accordance with the above Terms & Conditions unless and until an alternative is specifically agreed between the Parties.

On behalf of Tenterden Town Council	On behalf of the Applicant
Signed:	Signed:
Date:	Date:
Name:	Name:
Designation:	Designation:

Highways and Amenities Committee – Monday 24th April 2017
Caretaker Scheme – Additional Help
Agenda Item 10

Our apprentice Rowan Painter has sustained a minor stress fracture to a bone in his foot and is likely to be absent from work until the end of April.

This has reduced our capacity by 25% at a critical time when we have just taken on the extra work. At the time of writing this background paper the first “circuit” of the mowing and strimming is almost complete and has taken around 9 man weeks (3 actual weeks). Once this cycle is complete, the grass is growing quite fast so it is likely that we will need to restart on the next cycle almost immediately. When we are fully staffed the cycle is likely to take two weeks, particularly as we will be able to refine the process to be more efficient. There will be approximately 10 cycles per growing period. We are arranging a visit from ABC’s landscapes officer to advise on improved practices.

In the short term, it would be very useful to be able to draft in ad-hoc assistance. We can acquire this help at a daily rate to £115 on an invoiced basis, with the contractor having his own insurance. I would only anticipate this being a short-term measure but it would also be good to be able to call on this facility occasionally in the case of long term illness.

There is plenty of “slack” within the wages budget for this additional help.

Proposal:

1. That a contractor be engaged at the daily rate quoted to cover short term needs.
2. That further ad-hoc work should be authorised. Any long-term requirement would be referred back to council.



Phil Burgess
Town Clerk

Impact on Crime and Disorder : None
Impact on Bio-diversity : None
Budgetary Impact : Within Budget

Highways and Amenities Committee – Monday 24th April 2017

St Michaels Recreation Ground Access

Agenda Item 11

The groundworks to provide safe vehicular access to the St Michaels Recreation Ground have recently been completed. The work has been carried out to a high standard and was checked regularly during the construction by our site manager and surveyor (Maylands).

The work adjacent to the road was time-restricted by KCC since temporary traffic lights were required along the main A28 Ashford Rd.

During the process, a number of additional requirements were identified and I regularly attended site with Lee & Rob Filmer from Maylands where necessary. I have annotated these points on the attached map and quoted the reference below:

1. The access way on the plans was 3m wide. The result of this was that it was not possible to turn into the access from the Tenterden side with a tractor and trailer. This issue was identified after the kerbstones had been laid for the access. These were removed and re-laid with a 3.6m opening which is adequate for access from both directions. (E on map)
2. These changes pushed the path to the north by 0.6 metres requiring a widening of the access as a whole, and the re-working of the gradient between the access and the skate park. This path was re-laid. (G on map)
3. The width of the footpath to the side of the access was retained but again pushed to the North by 0.6m.
4. The line of the access from road to car park area was straightened to accommodate this and remove the "dog-leg" on the original plans. (F on map).
5. Additional safety bollards were required to protect users coming out of the toilets and into the access way – potentially into the path of an oncoming vehicle. (D on Map)
6. Raising of several manhole covers to accommodate the widening.

Although not on the original specification, these improvements made the access useable and far more practical and safe. They were done in consultation with our site manager and decisions had to be made on the ground as the road closure licence was for a limited period.

The project has turned out very well and given the council a very good facility. However it is clear from the additional costs that we need far better preparation in advance of the project to avoid additional costs. It is likely that had all the improvements been anticipated, the cost would have been reduced.

Suggestions for future projects:

1. A more thorough investigation of the plans with the surveyor and site manager and admin staff to ensure that all potential problems are identified.
2. Employ the surveyor to carry out site supervision in conjunction with our site manager.
3. Prior to commencement of the project, the contractor should be taken through all changes to identify any shortcomings on site.

Note 1 and 3 above were carried out but we clearly need to be sharper on future occasions.

The earmarked capital for this project was £28,000 and the eventual cost was £36,000.

Proposal: Information item only

A handwritten signature in black ink, appearing to read 'Phil Burgess', written in a cursive style.

Phil Burgess
Town Clerk

Impact on Crime and Disorder : None

Impact on Bio-diversity : None

Budgetary Impact : Exceeds earmarked reserve by £8000.

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Maintenance Facility

Agenda Item 12

Following successful completion of the vehicle access to St Michaels recreation ground, investigation was carried out to establish whether this was a suitable location for a maintenance facility. An A3 plan of the proposed facility is attached.

The site has the following significant advantages:

1. Proximity to toilet facilities removing the need for toilets within the facility itself.
2. Proximity to new rest-room facility recently created to the rear of the toilets. This will remove or at least reduce significantly the need to heat the maintenance facility itself & considerably reduce on-going costs.
3. The original plans were for a larger facility with a mezzanine floor. This will not now be necessary as the rest-room area behind the toilets will fulfil this purpose.
4. A regular staff presence on site will reduce the incidence of vandalism.
5. The maintenance facility itself can be virtually a shell with a bench for use with hand tools etc. and a small washing area for cleaning tools.
6. Access to utilities and drainage is straightforward with the toilets close by.
7. The construction is likely to be from a low-cost pre-fabricated kit made from corrugated metal (wrinkly tin) with a low wall built around it for security. The small side door will allow strong internal safeguards to be used for the three main doors.
8. The ground falls away as you move away from the road. This allows the single storey facility to be built below the line of the toilet roof, lessening the visual impact.
9. A "ball park" estimate from the surveyors is in the region of £60-80,000
10. The hard-standing could potentially be used for parking or event space when not in use by the maintenance staff

Notes regarding the plans:

Our site manager is of the opinion that the area outside the facility (pink on the plan) is sufficient to accommodate a tractor and trailer. Cllr Carter suggested the whole facility should be moved further away from the road to allow a bigger turning area. Maylands' opinion is that the area can be extended to the north whilst still keeping the facility close to the toilet, which he feels the planners will prefer.

Full size plans are available in the Town Hall if required

Proposal: That Maylands should be instructed to submit a planning application with an increase in the size of the hard-standing area.



Phil Burgess
Town Clerk

Impact on Crime and Disorder : None

Impact on Bio-diversity : None

Budgetary Impact : Earmarked reserve exists for £60,000

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Waste Facility

Agenda Item 13

Clague architects have run a tender process to identify contractors for the waste facility in the corner of the Leisure Centre coach park where it joins the Recreation Ground. This project has been on-going for some time as this small plot of land needed to be excluded from the TLC lease and returned to TTC control.

Clague's initial enquiries have revealed that the quotations received exceed £25,000 and the tender must now be advertised on the government's contracts-finder website and tendering contractors will be asked to provide more details under provisions in the Procurement Policy Note of September 2016.

Tender details are attached.

Proposal: Information only.



Phil Burgess
Town Clerk

Impact on Crime and Disorder : None
Impact on Bio-diversity : None
Budgetary Impact : None as yet

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CLAGUE ARCHITECTS

Proposed Waste Facility
Tenterden Leisure Centre

		Ltd		
1.00	General Information	£2,500.00	£9,300.00	£2,000.00
2.00	Tender and Contract Information	£1,250.00	£2,900.00	
3.00	Contractor's Obligations	£850.00	£1,875.00	£10,950.00
4.00	Site Clearance and Preparation	£2,950.00	£2,778.00	Inc. in 6.00
5.00	Excavations and backfilling	£7,275.00	£750.00	Inc. in 6.00
6.00	Surface Water Drainage	£3,877.00	£2,928.00	£37,338.00
7.00	Concreting & Structural Concrete	£7,349.00	£8,788.00	Inc. in 6.00
8.00	Electrical	£2,000.00	£800.00	£3,860.00
9.00	External Works	£5,750.00	£7,185.00	£13,552.00
	Provisional sum	£2,000.00	£2,000.00	
	Total excluding VAT	£35,801.00	£39,305.00	£67,730.00
	Availability to Start:	2 weeks	TBA	6 weeks
	Contract Duration	4 weeks	6 weeks	8 weeks
	Dayworks inc. overheads and profit			
	Labour	15%	20%	30%
	Materials	15%	20%	20%
	Plant	15%	20%	20%
	Craftsmen	£24/hour	£30/hour	£37.50/hour
	Labourer	£19/hour	£28/hour	£25/hour