



City of Westminster Cabinet

Decision Maker:	Cabinet
Date:	29 February 2024
Classification:	General Release with Not for publication - Part B section of this report is currently exempt from disclosure on the grounds that (i) it contains information relating to the financial or business affairs of a particular person (including the authority holding that information) under paragraph 3 of Schedule 12A of the Local Government Act 1972, (ii) it contains information in respect of which a claim to legal professional privilege could be maintained in legal proceedings under paragraph of Schedule 12A of the Local Government Act 1972; (iii) and in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information
Title:	Church Street Site A – Appointment of Joint Venture Development Partner
Wards Affected:	Church Street
Policy Context:	Fairer Housing
Cabinet Member:	Councillor Matt Noble, Cabinet Member for Regeneration and Renters
Key Decision:	Yes
Financial Summary:	Budgets are held in both the HRA Business Plan (£144m gross, £29m net) and the General Fund (£96m gross, -£9m net) for the delivery of Church Street Site A.

The costs in this report are indicative and based on evidenced and supported inputs by the bidder to the Council's procurement financial model. These will be fixed throughout preferred bidder and unconditional stages.

Recommendation 2.3 delegates the approval of financial matters to the Executive Director of Regeneration, Economy and Planning.

Recommendations 2.4 and 2.5 delegate decisions relating to appropriation and disposal of land to the Cabinet Member for Finance and Council Reform.

Report of:

Debbie Jackson, Executive Director of Regeneration, Economy, and Planning, and

Gerald Almeroth, Executive Director of Finance and Resources

1. Executive Summary

- 1.1. The purpose of this report is to formally appoint the preferred bidder from the Council's procurement exercise for a joint venture partner for the development of Church Street Site A.
- 1.2. Church Street is a Council regeneration priority, consisting of three development sites, A, B and C, identified in the Fairer Westminster Strategy as needing improvement and significant investment and is part of the Council's drive to address the shortage of affordable housing in the city.
- 1.3. Central to the regeneration of Church Street is the engagement with and support from the local community. The appointment of the development partner follows on from ongoing, consistent and meaningful engagement in key decisions throughout the development of the scheme. In 2022, 73% of voting residents provided their support for regeneration proposals (with a 56% turnout) which detailed the plans for the delivery of the project and the intention to seek a joint venture partner. This unlocked £28m of additional funding from the Greater London Authority.
- 1.4. Extensive resident involvement also took place throughout the thorough public sector procurement process which led to the selection of the preferred bidder. The community representatives involved in assessing submissions from bidders, received training and support which enabled them to form an important part of the evaluation team. Members of the Church Street Regeneration Group were also consulted and inputted into the social value brochure included within the bidder's tender package. With a specific focus on Social Value, Resident Liaison and Communications the Church Street reps were able to provide a strong objective resident voice in scoring these areas.
- 1.5. From the initial Church Street 'Futures Plan' through to endorsement of the masterplan and planning submission, the Council have worked with the local community throughout, with extensive formal and informal engagement, and it is clear from their feedback that the community is positively supportive of the scheme and the benefits it will bring. Regeneration of Site A will meet the priorities developed with the community including: more homes, particularly affordable homes; improved health and wellbeing for the community; a more vibrant Church Street Market; improved connections, both within Church Street Ward and with neighbouring areas.
- 1.6. The Council has taken onboard feedback from the community notably on the library, which will be prominent within Site A. The library has evolved through resident feedback as the proposals developed, this including a change to increase the size of the library, which includes two adjacent retail units within its floorspace. The proposals were developed with local stakeholders such as the Friends of Church Street Library.
- 1.7. The report seeks authority to enter into preferred bidder stage following which the Council will exchange on the legal documents required to set up the joint venture (JV) partnership and deliver the development of Church Street Site A

which is the land comprised in the planning permission granted on 30th June 2023 under planning reference number 21/08160/COOUT. The legal documents will include capacity for, at the Council's full discretion, bringing future developments sites through the Joint Venture for example Church Street Site B and Site C. These legal documents will be conditional on achieving milestones and working within the Council's minimum requirements but will empower the JV to deliver Site A. The Council will continue to secure vacant possession and will start demolition, with start on site programmed for Q1 2025.

- 1.8. At exchange of contract, which is estimated to take place in summer 2024, the joint venture will have 18 months to satisfy a number of conditions for the development, and a further 6 months for viability. Once these conditions are satisfied the JV will be "unconditional", at which point it will commence delivery of its business plan and the development of Church Street in line with the Council's objectives and minimum requirements.
- 1.9. To reach unconditional, the JV will commence RIBA stage 4 designs upon exchange of contracts, finalise the construction contract with Mount Anvil and secure funding all of which will inform its business plan.
- 1.10. A joint venture partnership requires the Council to be agile in decision making. The legal agreements drafted in the procurement process set out how the joint venture and its members will make decisions, including Council reserved decisions and how the new joint venture Board will operate. This report seeks various approvals including delegating decisions to enable the Council to enter into legal agreements, set up the LLP and to enable the Council to perform its role as Member of the JV LLP including the ability to amend the terms of the Shareholder Committee if required.

2. Recommendations

That Cabinet, in appointing the successful partner and establishing the Joint Venture Partnership, agree the following:

- 2.1. Approve the appointment of Mount Anvil New Holdings Limited (Registered Company Number: 07209710) ("Mount Anvil") as the Council's joint development partner for the Church Street Site A development.
- 2.2. Approve the incorporation of a Limited Liability Partnership (LLP) to be the corporate entity for the JV, with both the Council and Mount Anvil as the Members of the LLP ("JV").
- 2.3. Delegate to the Executive Director of Regeneration, Economy and Planning in consultation with the Executive Director of Democracy, Law and People, Executive Director of Finance and Resources and Executive Director for Environment, Climate and Public Protection in the Council's capacity as landowner (as counterparty to the Development Agreement and other related agreements) and as a member of the LLP to finalise and enter into all the legal and financial documents required to set up the JV LLP and to proceed with the Church Street Site A development with Mount Anvil including the

legal agreements set out at Appendix 3 and all other necessary and ancillary documents including approval of the initial Business Plan of the JV LLP and the appointment of the Council representatives of the JV.

- 2.4. Delegates authority to the Cabinet Member for Finance and Council Reform in consultation with the Cabinet Member for Housing to take a future decision to appropriate the land, for planning purposes, prior to the lease disposal to the JV pursuant to Section 122 of the Local Government Act 1972 and the subsequent use of the powers under section 203 of the Housing and Planning Act 2016.
- 2.5. Delegates authority to the Cabinet Member for Finance and Council Reform in consultation with the Cabinet Member for Housing to take a future decision to dispose of the land to the JV by way of lease as further detailed in paragraph 8.17 of this report.
- 2.6. Delegate authority to the Executive Director of Democracy, Law and People to amend the Terms of Reference of the Shareholder Committee (if required) as they consider necessary in order to best cater for the Council's role as Member of the JV LLP.

3. Reasons for Decision

- 3.1. The Council is committed to delivering the redevelopment of Church Street Estate, starting with the delivery of Site A. Throughout the Council have undertaken ongoing, consistent and meaningful community engagement to ensure the supported by the local community, demonstrated by the 2022 ballot where 73% of voting residents provided their support for regeneration proposals (with a 56% turnout).
- 3.2. The preferred delivery route for Church Street Site A is partnership delivery, as set out in the Outline Business Case (OBC) approved by Cabinet Member in August 2020, and the OBC Update approved by Cabinet Member in January 2024.
- 3.3. The proposed joint venture will be a 50/50 Limited Liability Partnership, where both the Council and its private sector partner (Mount Anvil) will equally bear the risk and reward of the development and have equal voting rights. This approach, supported by soft market testing, balances the need to provide sufficient incentive for the private sector to invest significant financial and non-financial resources over many years against the Council's objectives and interests.
- 3.4. Soft market testing undertaken suggests that any deviation from a 50/50 partnership would have dissuaded developers engaging in the procurement and reduce the range of bidders that Council had to choose from.
- 3.5. If the Council had a casting vote (i.e. 51%/49%) the partner would likely seek mitigations against the Council taking, what it considers, an uncommercial decision to its detriment. This would increase the cost and complexity of the

arrangement and detract from the Council's aim of the partner bearing genuine market risk (e.g. cost, market value).

- 3.6. The Council instead has set out its minimum requirement and landowner consents (carved out decisions that cannot be taken without the Council's unilateral approval) and have influenced the initial business plan to ensure the partnership will deliver its objectives without the requirement for a casting vote.
- 3.7. There are several drivers for the partnership delivery set out in further detail in the OBC Update January 2024, these include:
 - Bringing in a partner's significant experience and skills in a complex area and benefiting from their expertise on private sales and constructing complex urban regenerations;
 - Aligning public and private sector incentives to achieve the Council's objectives and deliver value for money
 - Leveraging private sector debt to reduce the Council's capital investment
 - Sharing of development risk
- 3.8. As demonstrated in this report, the Council has undertaken a compliant procurement exercise and following evaluation and moderation of the final tender submissions the Council now seeks approval from Cabinet to enter into a JV LLP with Mount Anvil for the delivery of Church Street Site A.
- 3.9. It should be noted that the current Terms of Reference of the Shareholder Committee within the Council's constitution includes exercising decisions relating to the Council's role as shareholder, member, owner, lender, or other position of significant control over Subsidiaries, where those decisions have been delegated to the Shareholder Committee;". A Subsidiary is defined to include any entity wholly or partly owned by the Council which would include the JV LLP. Cabinet is therefore being asked to recommend approving the delegation of the decision at recommendation 2.3 to approve such matters as the initial Business Plan of the JV and other all matters relating to the setting up of the LLP up and until exchange of contracts. The Shareholder Committee will be briefed before exchange of contracts but given the level of detail involved recommendation 2.3 enables the documentation to be finalised and entered into, and to take all necessary matters to give effect to the set up and commencement of the JV LLP and the development to be made within the delivery timescale.
- 3.10. Cabinet is also being asked to delegate authority to amend the Terms of Reference of the Shareholder Committee. Currently, as set out in paragraph 3.9 above the Shareholder Committee would currently be required to make all decisions which require Member approval under the terms of the Members Agreement between Mount Anvil and The Council. The delegation to give approval to amend the Terms of Reference of the Shareholder Committee if required, will enable the Council to determine whether any changes to the Terms of Reference are needed in order for the Council to best be able to achieve a collaborative and complementary partnership with Mount Anvil in the JV LLP, for example considering whether a committee is the best means of making some of the decisions that the Council needs to take as a Member of the JV to enable the JV to best meet its objectives.

4. Background, including Policy Context

- 4.1. The Church Street development programme is a regeneration priority for the Council and resident involvement and engagement is at the heart of what the Council does on Church Street. Throughout the regeneration programme the Council has undertaken wide-ranging and continuous stakeholder engagement, ensuring that local residents and businesses were well represented and engaged in the key decisions taken on the development.
- 4.2. It is clear from their feedback that the community is positive about the scheme and the benefits it will bring.
- 4.3. Further to this, following the outcome of the 2022 Local Election, the Council's approach for estate regeneration changed and the Council undertook a resident ballot to ensure strong community support for Westminster's plans. The outcome was a 73% "Yes" vote with a turnout of 56% of the residents.
- 4.4. The current Church Street estate comprises one of the priority housing estates, identified in the Westminster Housing Renewal Strategy, as needing improvement and significant investment and is part of the Council's drive to address the shortage of affordable housing in the city.
- 4.5. In accordance with the Council's Fairer Westminster objective, the overarching objective of regenerating the estate is to create a comprehensive renewal that brings about physical, economic, and sustainable change; and that creates additional affordable homes and improves the lives of residents, businesses, and visitors alike.
- 4.6. The proposed redevelopment of Site A forms part of the wider Church Street Masterplan which was approved by Cabinet in December 2017. The Masterplan is the Council's framework for informing the future regeneration of the Church Street area.
- 4.7. Through extensive public consultation, part development and part refurbishment of Church Street was identified as the preferred way forward and approved by Cabinet Member in the initial Outline Business Case (OBC) in June 2019. This included establishing three defined sites, known as A, B and C.
- 4.8. Developed further through the OBC part 2, approved in August 2020, the preferred delivery route for Site A was confirmed as a partnership (known as a joint venture (JV)). This approach was reaffirmed in the update to the OBC approved in January 2024.

5. Current Project Status

- 5.1. The Council has made substantial progress towards enabling the realisation of the vision for Church Street, including:

Planning

- 5.2. A hybrid planning permission was granted on the 30th June 2023, comprising a detailed permission for Site A and outline permission for Sites B & C as well as the Church Street Market.
- 5.3. The planning permission secured 428 residential units on Site A, including 213 affordable homes (including re-provision of 98 social rent homes, 73 new social rent homes and 42 new intermediate rent homes) as well as a new library with the entrance fronting Church Street

Vacant Possession

- 5.4. Ongoing discussion and negotiation with occupants of Site A since 2019 with the aim of achieving vacant possession of the whole of Site A to enable the regeneration.
- 5.5. The Council have acquired 142 residential properties through voluntary negotiations and continue to negotiate with the remaining 3 residential leaseholders and remaining 6 commercial tenants.

Compulsory Purchase Order (CPO)

- 5.6. Cabinet approval was granted on 10th of July 2023 to proceed to make a CPO and to assemble the remaining interests in the Order Land, which are not owned by the Council and secure the rights necessary to enable the CPO Scheme to be delivered.
- 5.7. On the 31st of October 2023, the Council officially ratified making of the CPO. The CPO objection period has ended, and the Council is in the process of responding to the objections received. If required, a CPO inquiry is anticipated to be held by Summer 2024.

Demolition

- 5.8. Demolition of some of the existing buildings on Site A has commenced, with Phase 1 demolition completed in Summer 2023. The Council is currently preparing for further phases of demolition works to be carried out at Site A, with start on site due to commence in Q1 2025.

6. Procurement Process and Outcome

Overview

- 6.1. The Council undertook a soft market testing exercise in 2020 which demonstrated clear appetite for the flagship scheme from large, well-respected London regeneration developers.
- 6.2. The procurement documents contained a Social Value Vision for Church Street, which was created with existing Church Street residents.

- 6.3. A Competitive Procedure with Negotiation started with the publication of a Contract notice in February 2023. Following a Selection Questionnaire, three rounds of negotiation were undertaken with final tender submissions received from two bidders in December 2023.
- 6.4. Following evaluation and moderation in January 2024, the recommendation is to appoint a partner based on their successful bid to proceed with the development in partnership with the Council in accordance with the approved planning permission and agreed programme.
- 6.5. As set out in this report, the partnership arrangement to deliver the Church Street development will be through a special purpose vehicle, an LLP, that will be jointly owned by the Council and its selected partner. This new LLP will be incorporated and managed by three Council representatives “A Executives Members” and three partner representatives “B Executives Members.”

On-going Community Engagement

- 6.6. The procurement process undertaken is commercially sensitive and subject to procurement law. The Council did however work within these constraints to engage with the Church Street community and incorporated residents into the process wherever possible.
- 6.7. The Council engaged and involved a Church Street Estate resident in the procurement process to represent the community and help the Council make this important decision for the future of Church Street. The joint venture partner will have significant social value contributions as part of their contract to support the local community through socio-economic initiatives, local training, and financial contributions for example, as well as being responsible, alongside the Council, for ongoing engagement with the community and securing their involvement in the delivery of the proposals. The resident has participated in the negotiation sessions and has evaluated the Social Value question of the successful bidder’s final tender submissions.

Process

- 6.8. The procurement process is a major workstream within the project and therefore a Procurement Working Group (PWG) was also established in March 2021. This group comprised of the following Council and specialist consultant advisors:
 - Senior Development Lead;
 - Senior Procurement Lead;
 - Senior Major Projects Lawyer;
 - Senior Property Lawyer;
 - Senior Finance Lead;
 - Arcadis, Partner, Multi-disciplinary design Lead; and
 - Savills, Partner Property and professional advisors.
- 6.9. Once the procurement activity was underway a JV Procurement Board was also established as an oversight and advisory group comprising of the following Council officers:

- Executive Director of Finance & Resources;
 - Executive Director of Regeneration, Economy & Planning;
 - Director of Regeneration & Development;
 - Director of Commercial Partnerships; and
 - Head of Development.
- 6.10. The procurement was conducted as set out in the Gate 3 report, following the Council's normal procurement governance and approved by the Cabinet Member for Climate Action, Regeneration and Renters and the Cabinet Member for Finance and Council Reform on 23 January 2023. The procurement was undertaken in accordance with the Competitive Procedure with Negotiation (CPN) as defined within the Public Contracts Regulations 2015 (as amended) (PCR's) and The Council's Procurement Code.
- 6.11. The rationale for the Competitive Procedure with Negotiation was:
- it permits the Council to negotiate on initial and all subsequent proposals submitted by bidders;
 - allows the Council to negotiate all stages except final tenders;
 - successive stages were permissible;
 - the Council could set out its minimum requirements which were non-negotiable; and
 - it supports the JV Partnership approach.
- 6.12. The internal team were advised and supported by external consultants. The role of external consultants was to review the assumptions made by officers in their initial assessment of the viability of the project and to guide the procurement process itself.
- 6.13. The external teams comprised:
- Savills – Professional team, property and commercial lead advisors;
 - Arcadis – Multi disciplinary lead advisors
 - Trowers and Hamlins – Legal advisors
 - 31Ten – Commercial & Financial advisors
- 6.14. The role and objectives of the Procurement Working Group were to:
- have a strong understanding of how to set up a successful Joint Venture partnership, both legally and commercially, and apply this to Church Street;
 - develop a detailed understanding of the Council's priorities and constraints;
 - ensure Council priorities of increasing and maximising the supply of new genuinely affordable housing including creating genuine affordable housing;
 - provide expert and timely advice, support and leadership throughout the project life cycle;
 - deliver a CPN process in accordance with UK procurement law principles following the approach of the CPN process to procure a private sector development partner, who will deliver site A, with the potential for future sites and market infrastructure, in partnership with the Council; and

- ensure the development opportunity is attractive to potential partners, commercially viable, and enables the Council to secure the right commercial deal, mitigating risk and financial exposure.
- 6.15. While the bidders were able to propose adjustments to the scheme to optimise and balance outcomes and viability, the adjustments needed to be within the Council's Minimum Requirements and Key Parameters, which ensure delivery of the Council's objectives.
- 6.16. The Key Parameters formed part of the CPN's non-negotiable items, are set out in Appendix 5.
- 6.17. The Council also set out its Minimum Requirements for the site which included:
- a minimum of 428 Dwellings of which at least 213 are Affordable Housing
 - a minimum of 42 1-bed 2-person community supported housing Dwellings in Block A2 (A2-2);
 - a library of no less than 605 meters squared gross internal area with an entrance from and fronting Church Street and outdoor garden space of no less than 185 meters squared;
 - all commercial units to be delivered for retail use shall have active retail frontages to Church Street;
 - to provide space within the Development sufficient to provide for a minimum of 4 van parking bays or an equivalent area to provide additional storage containers with pedestrian access direct to Church Street and vehicular access to Broadley Street;
 - a minimum of 4 meters squared welfare facilities; and
 - a minimum of 22 parking bays of which all shall be for disabled access;
- 6.18. The table on the following page shows the programme up to entering the Joint Venture:

Table 6.1 – Overview of procurement programme

No.	Stage	Start	End	Participants
1	Contract Notice Published	09/02/2023	20/03/2023	38
2	Selection Questionnaire (SQ) Period	09/02/2023	20/03/2023	6
3	SQ Evaluation Period	20/03/2023	14/04/2023	*4 down to 3
4	Invitation to Participate in Negotiation (ITPN) Stage	09/06/2023	30/11/2023	*3 down to 2
6	Invitation to Submit Final Tender (ISFT) Period	30/11/2023	20/12/2023	2
7	Final tender evaluation period	2/01/2024	12/01/2024	2
8	Cabinet decision for selection of JV Partner (preferred bidder)	29/2/2024	08/03/2024	1
9	Issue of contract award notification and commencement of 10-day standstill period	11/03/2024	22/03/2024	1
9	Final agreement of legal documents	28/03/2024	08/05/2024	1
10	Enter into pre-JV/contract services	28/03/2024	01/04/2024	1
11	Enter into JV	24/06/2024	24/06/2024	

**Reduced number due to a participant withdrawing from the process.*

- 6.19. As part of the Competitive Procedure with Negotiation, the Council and bidders were permitted to negotiate on the terms of the legal agreements during the negotiation stages. Following the approval and the Council's contract award to the successful preferred bidder, the Council and Mount Anvil will finalise the contractual arrangements. It is anticipated that there will be minimal changes to the documentation, and neither party is permitted to negotiate terms further. The target programme for setting up the LLP and executing the necessary legal agreements is by July 2024.
- 6.20. The Council intends to explore the possibility of pre-JV services to aid in mobilising Mount Anvil during finalizing the legal documents. This will be capped at £214,904 for the services.

7. Outcome of the Tender

- 7.1. The final tenders were assessed on a 50% qualitative submission and 50% on the commercial submission.
- 7.2. The qualitative submission assessed the bidder's approach to partnering, how the scheme would be delivered (including risk management), logistics and community matters, scheme design and optimisation and responsible procurement.

7.3. The Commercial submission evaluated the bidder's draft business plan, their development management fee and the Council's projected financial return. In addition, a significant proportion of the commercial score was attributed to evidencing and justifying the bidders' assumptions, to ensure a well-considered and supported bid.

7.4. Finally, the legal section of the bid was scored on a pass/fail basis. All bidder amendments needed to pass otherwise their bid would be rejected in full.

7.5. The full scoring criteria is detailed below:

Table 7.1 – Procurement Scoring Criteria

Criteria	Sub Criteria & Submission Requirements	Weighting 50/50 Quality/Commercial	Scoring Methodology
Quality Criteria 1 – Partnering	JV Resourcing	5%	0 -10 scale (Technical)
	JV Operations & Stakeholder Management	5%	
Quality Criteria 2 – Scheme Delivery	Delivery Team & Supply Chain	4%	
	Delivery Programme	3%	
	Risk Management & Risk Register	3%	
Quality Criteria 3 – Logistics & Community Matters	Logistics & Community Matters	6%	
Quality Criteria 4 – Scheme Design & Optimisation	Design & Planning Strategy	5%	
	Sales & Marketing Strategy	3%	
	Cost Optimisation & Management	3%	
	Sustainability Strategy	1.5%	
	Market Infrastructure & Ancillary Facilities	1.5%	
Quality Criteria 5 – Responsible Procurement	Social Value	5%	
	Diversity & Inclusion	5%	
Total Commercial Weighting		50%	
Commercial Criteria 1	Draft JV Business Plan	5%	
	Delivery Cost Forecast & Assumptions	15%	0-5 scale (Financial)
	Revenues Cost Forecast and Assumptions	15%	0-5 scale (Financial)
	Development Management Fee	5%	Relative to best bid
	Projected Financial Return to WCC	10%	Relative to best bid on NPV basis
Total Commercial Weighting		50%	
Commercial Criteria 2	Legal Agreements	Pass/Fail	

7.6. The outcomes from the scoring exercise are as follows:

Table 7.2 – Final Procurement Scores

Bidder	Total Score
Mount Anvil	78.26%
2 nd Ranking Tenderer	56.46%

- 7.7. Based on the above scores, the bidder with the highest score and who has demonstrated that they are best positioned to enter the JV LLP with the Council is Mount Anvil.
- 7.8. The full scoring matrices and additional information regarding the process are included within the Commercial Gateway Review Board report at Appendix 6.
- 7.9. Mount Anvil’s bid showed the strength and depth of their team with a clear resource plan to support Church Street. The bid was supported by a well-considered programme, a strong logistics proposal with a clear engagement plan for residents. Mount Anvil secured value for money for the Council through a demonstrable sales and marketing approach. Their bid had a strong social value response with targeted audiences identified and their own funds allocated.
- 7.10. As part of their tender offer, Mount Anvil have proposed a solution which will deliver:
- a minimum of 50% of affordable homes;
 - an enhanced library facility;
 - a high quality and sustainable development;
 - a genuine Social Value offer deigned to create a legacy for Church Street residents, communities and businesses.

8. Joint Venture LLP Structure

- 8.1. As set out in the OBC Update (January 2024) robust arrangements are in place for the delivery, monitoring and evaluation of the project.
- 8.2. The Council will operate in two distinct roles in the partnership transaction.

WCC as Landowner

- 8.3. Here the Council acts as the freeholder of the land, of which it disposes of a leasehold interest to the JV alongside a Development Agreement which dictates what and how the JV will deliver Site A on the Council’s behalf. To support the JV to deliver this the Council will provide a Gap Payment to the JV. The Council will acquire the completed affordable homes, library and commercial units, the “retained assets”.

8.4. Through its role as landowner, the Council ensures the development is delivered in line with its minimum requirements, holds sole decision-making power on key strategic issues through its landowner consents and holds the JV to account through the development agreement.

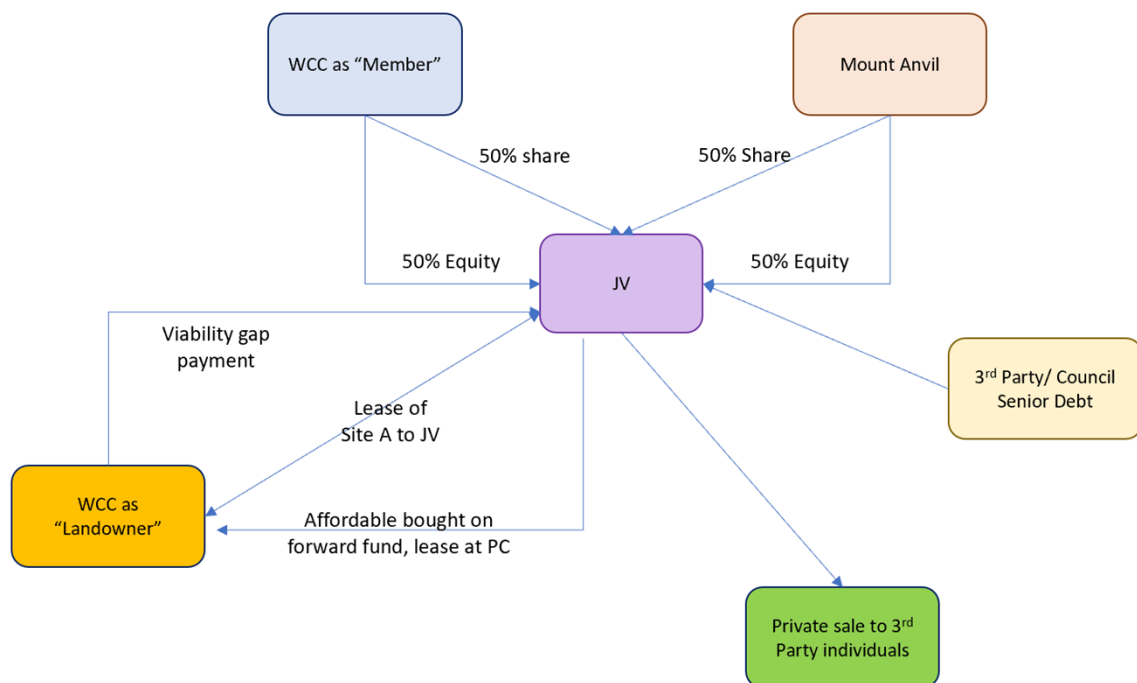
WCC as Member

8.5. Here the Council will act as a 50/50 member in the JV LLP alongside Mount Anvil, appointing three representatives appointed by the Council on the JV’s Board alongside three partner appointees of Mount Anvil. Approval to delegate the decision for appointment of initial Council representatives of the JV’s executive committee is being sought at recommendation 2.3 above.

8.6. The Council will steer the development and make decisions through the LLP board. It will take a share in the risk and reward and maintain control of the development. The Council will also hold Mount Anvil to account through its building contract and appointments, ensuring the Council gets value for money and a high-quality build.

8.7. The diagram below sets out the roles of the Council and the principles of the partnership transaction.

Diagram 8.1 – JV Structure



- 8.8. Once set up, the LLP will commence delivery of its business plan which constitutes the development of Site A in line with the Council's objectives and minimum requirements.

Advanced Services

- 8.9. To meet the Council's objective of delivering Church Street Site A as soon as possible, the Council may seek to instruct the JV partner to undertake advanced services prior to signing the contract with the successful JV Partner. This is anticipated to be a Services Agreement from Spring 2024 (post Cabinet decision and observing a Standstill period) to execute a contract to be on or around July 2024 with a maximum value of £214,904 inclusive of VAT
- 8.10. These advanced services would allow Mount Anvil to commence mobilising its resources and commence design to maximise the pace of delivery of the project.
- 8.11. These advanced services to be delivered would form part of a separate Pre-Construction Services Agreement ("PCSA") which would not be linked to the Development Agreement to be signed with the preferred bidder. The award of any such PCSA would be dealt with under existing delegated authority.

Future Sites

- 8.12. The Joint Venture has been procured specifically with Site A in mind, however the Council has built in flexibility, through a future sites agreement, to provide potential for inclusion of other development sites, for example Church Street Sites B and C and the external market infrastructure and public realm.
- 8.13. The JV will undertake business cases on prospective sites which are presented to the Council, who then have the option to progress further.
- 8.14. The stage 1 business case is intended to be at a high-level to enable the Council to identify the basis proposals of what a development for that site might entail. The Council has full discretion to ask the developer to proceed to draw up a more detailed business case (stage 2) which would take design up to a limited RIBA design stage and provide certainty about the potential viability of a site for development.
- 8.15. Taking a future site forward after the approval of a stage 2 business case will be completely at the Council's discretion and subject to all normal governance and decision-making

Disposal of land

- 8.16. The lease structure ensures the Council retains the freehold interest in Church Street throughout.
- 8.17. Once the conditions are satisfied under the Development Agreement and the demolition works have completed and the site has been appropriated, the

Council shall grant a lease of Site A to the JV in order for the JV to undertake the agreed development which is subject to further approval by Cabinet Member as set out in recommendation 2.5.

- 8.18. Once the development has completed, the JV shall grant underleases of the private market units to private purchasers and underleases of the affordable housing and commercial units back to the Council. The library shall form part of the affordable housing underlease(s) granted to the Council.
- 8.19. The proposed management solution for the site at practical completion will determine what happens to the private homes. Mount Anvil's bid was based on the estate returning to the Council, for it to manage, through a surrender or assignment of the JV's lease. The alternative is that the JV will assign their lease to a professional landlord who will manage the estate.
- 8.20. The management strategy will be developed by the Joint Venture in collaboration with the Council to enable appropriate engagement with residents.

9. Risks

- 9.1. The Council undertakes continuous review of risks associated with delivery of Site A, which has been critical in assessing the joint venture partnership delivery proposals against the Council's key parameters.
- 9.2. The table below summarises key risks and contractual mitigations. Further information is provided in Appendix 2 Key Legal Risks and Mitigations.

Table 9.1 – Key Risks and Mitigations

Risk	Mitigation
Quality	<ul style="list-style-type: none"> ✓ Setting Key Design Parameters ✓ Landowner (Council) unilateral approval of revised proposal prior to submission for planning ✓ Development Management quality contractual obligations
Programme	<ul style="list-style-type: none"> ✓ Development Management programme contractual obligations ✓ Staged payments against key milestones ✓ Longstop date ✓ Deadlock process, with clear escalation and outcomes
Value for money	<ul style="list-style-type: none"> ✓ Clear Value for Money requirements in JV procurement policy ✓ Contract approvals ✓ Independent Certifier holding Mount Anvil and other contractors to account
Land	<ul style="list-style-type: none"> ✓ Long lease ✓ Process for transfer of land into JV ✓ Process for transfer of assets back to Council ✓ Termination leads to Council recovering land

Reputation	<ul style="list-style-type: none"> ✓ Robust procurement process to appoint partner ✓ Council approvals as landowner ✓ Joint decision making on JV board ✓ Council retains land
Financial	<ul style="list-style-type: none"> ✓ Council approval of the business plan and any variations ✓ LLP accounting obligations ✓ Financing drawdown obligations ✓ Council approval of variations to cost in the business plan ✓ Assessment of fair value in the case of default ✓ Asset valuations of guarantor ✓ Approval of additional costs beyond those in the business plan ✓ Process for distribution of profits

10. Financial Implications

10.1. The Council are in the process of procuring a joint venture partner to deliver Church Street Site A in line with the recommendations of Outline Business Case part 2 from August 2020 and reaffirmed in January 2024. The main financial implications of which are as follows:

- A Limited Liability Partnership (LLP) will be incorporated, which will be the corporate vehicle for the Joint Venture (JV) LLP, with the Council and Mount Anvil being equal members.
- Following vacant possession and subsequent appropriation of the site, the Council will be obligated to provide a lease for Site A to the JV, retaining the freehold. The JV will then make long leases to private purchases and surrender the lease to the Council at practical completion, contingent on the preferred estate management strategy.
- The JV will deliver the development in line with the Council's minimum requirements.
- The Council will pay the JV for the construction of the retained assets, i.e., the social and intermediate homes as well as the commercial units.
- The Council will also provide a viability gap payment to the JV to bridge the viability gap of the project, this will be initially fixed at preferred bidder stage before contracts are exchanged which is due to occur Summer 2024, and only increased at the Council's absolute discretion.
- The Council has the first right of refusal to provide loan financing into the JV as long as commercial terms can be matched.

10.2. The Council budget for Church Street Site A assumes a joint venture delivery through a limited liability partnership and the recommendation of this report matches that arrangement.

10.3. Within the budget, the Council holds two separate roles.

10.4. The Housing Revenue Account (HRA) will act as the landowner, financing the scheme up to creation of the joint venture, including vacant possession,

demolition. The site will, at a later date, be appropriated into the General Fund for Planning Purposes. The HRA will provide a viability gap payment to the JV and buy back completed affordable homes, library and commercial units.

- 10.5. The General Fund (GF) will undertake the role of JV Member, providing equity and, if it chooses to, debt into the JV. The Council's current budget assumes it does provide debt to the JV. A decision will be made at final business plan stage as to who the senior lender will be, and Council retains full rights to be the senior lender.
- 10.6. This investment will be repaid from the proceeds of the private sale, with interest if the Council provides debt. The Council will also receive a profit from the JV.
- 10.7. The budgeted position in the Council's capital programme is set out below:

Table 10.1 – Westminster's Budget for Church Street Site A

Council Budget for Site A	HRA as Landowner (£m)	GF as JV Member (£m)	Total for Site A (£m)
Costs up until vacant possession	67.6m	-	67.6m
Council Financing of JV (equity and debt)	-	96.0m	96.0m
Viability Gap Payment	61.8m	-	61.8m
Buyback of social rent homes	14.7m	-	14.7m
Total Spend	144.1m	96.0m	240.1m
Affordable Housing Fund, GLA grant and Community Infrastructure Levy funding	(114.2m)		(114.2m)
Return on JV (equity, debt and interest income)		(105.0m)	(105.0m)
Net Cost or (Net Income)	29.9m	(9.0m)	20.9m

- 10.8. Mount Anvil's bid position requires a viability gap payment from the Council, detailed in Appendix 1, paragraph 1.3.7, and table 1.2, which is above the current approved HRA budget of £61.8m.
- 10.9. This currently leads to a budget shortfall in the HRA, which will be mitigated as set out in Appendix 1, paragraphs 4.8 - 4.11, ensuring the HRA business plan remains balanced and the additional borrowing requirement is affordable. The payments to the JV under the Viability Gap Payments will not commence until unconditional, after the 2025/26 budget setting process, by which time the HRA business plan will be updated with the revised position. The procurement required bidders to submit detailed financial models that would become the basis of the JV's business plan, including how the project will be funded.

10.10. While the bids only fix the development management fees and profit share as a percentage of Gross Development Value. The initial business plan will become the benchmark for JV to be held account to, which was evidenced based on estimated cost plans, third party reports and the developers' expertise. Each appointment will go through the JV's procurement process and be required to evidence value for money.

Financing Structure

10.11. The first 35% of LLP cost will be funded by Member's Loan from both parties. These loans will be at 0% interest and act like equity (without the restrictions of repayments). However, the Council will recognise £6m of historic costs incurred taking the scheme up to planning on day one through the issue of £6m of loan notes. This will require Mount Anvil to fund the first £6m of costs incurred by the JV until equality is reached. This will roughly coincide with going unconditional.

10.12. Each Member's Loan will be ranked equally for security and repayment.

10.13. The next 65% will be funded by debt. The legal agreements do allow the Council first right of refusal to provide the debt itself, at market facing terms and rates. The Council's current budget assumes it does exercise this right, although this decision will not be taken until after exchange.

10.14. Initially the debt will be repaid followed by the equity, then the profit, which will be distributed equally amongst the partners, up to the level of profit in the initial business plan (20% of Gross Development Value). Any further surpluses will be distributed 75% to the Council and 25% to Mount Anvil, reflecting the level of gap payment the Council has provided.

10.15. An LLP is transparent for tax purposes, meaning that Corporation tax will be paid at individual partner level. The Council, as a local authority, does not pay corporation tax and will therefore receive 100% of any profits generated. Mount Anvil will be required to account for their tax at a corporate level.

10.16. Appendix 1 provides further detail on the structuring and financial arrangements for the Joint Venture.

10.17. The actual returns and their timing for the Council and Mount Anvil will be dependent on a range of variables such as final scheme design, planning, land prices, sales prices, sales rates, and construction costs and these will fluctuate over the course of the development. These potential returns will be a mix of capital receipts and revenue income. The evaluation methodology included an assessment of the robustness of the assumptions made by bidders.

10.18. The Council is providing a "Viability Gap Payment" into the JV. This represents the gap between the cost of delivering affordable housing and their financial value (based on capitalised rents). The Council is also taking external legal advice on the best way to provide these payments to the Joint Venture.

10.19. A review of the financial model has taken place by an independent advisor who has confirmed that there are no material or obvious calculation issues. The independent advisor will be retained during the Preferred Bidder Stage to ensure that no issues arise during this period.

11. Legal Implications

11.1. The recommendations in this report pertain to the appointment of the Council's Development Partner in respect of Church Street development (Site A) and to set up a Joint Venture partnership by way of a corporate Limited Liability Partnership.

11.2. Section 1(1) of the Localism Act 2011 (the 2011 Act) introduced the general power of competence for local authorities, defined as 'the power to do anything that individuals generally may do', which expressly includes the power to do something for the benefit of the authority, its area or persons resident or present in its area, provided it is not limited by other legislation.

11.3. Section 111(1) of the Local Government Act 1972 which states that a local authority has power to do anything (whether or not involving the expenditure, borrowing or lending of money or the acquisition or disposal of any property or rights) which is calculated to facilitate, or is conducive or incidental to, the discharge of any of their functions.

11.4. The Council has the power to enter into contracts with third parties pursuant to its functions as provided for under Section 1 of the Local Government (Contracts) Act 1997. This would include entering into the necessary legal documents and agreements referred to in this report. The Council would be exercising its relevant functions using its general power of competence under the 2011 Act together with its power to develop land under Section 2 of the Local Authorities (Land) Act 1963. It may also rely on Section 111 Local Government Act 1972 to the extent this facilitates or is conducive or is incidental to the exercise of its functions.

11.5. In exercising its power under the Local Authorities (Land) Act 1963 the Council will have concluded that the development under the Development Agreement will benefit or improve the Council's local area.

11.6. The Council as a local housing authority has the power under Section 17 of the Housing Act 1985 to acquire social housing. To the extent the Council receives and/or was minded to exercise its right to acquire the social housing under the Development Agreement it would be exercising this power.

11.7. The Equality Act 2010 requires that the Council must give "due regard" to the need to eliminate discrimination and advance equality of opportunity. The Council must further take into account its wider public sector equality duty (the PSED) under section 149 of the Equality Act 2010 when making any decisions about the delivery of the Church Street development overall. It is noted in Section 8 of the report that the Council has completed an Equality Impact

Assessment, but this should be reviewed and updated at interval periods for the Church Street development.

- 11.8. The Council conducted a procurement process in accordance with the requirements of regulation 29 of the Public Contracts Regulations 2015 (as amended). This is the competitive procedure with negotiations. Mount Anvil is the most economically advantageous tenderer identified to be the Council's selected Development Partner and enter into the legal documents summarised in this report. Under the competitive procedure with negotiations the Council is unable to negotiate the final tender submitted and therefore, it is important for the Council to be satisfied as to the terms upon which the selected Development Partner will contract and collaborate to work in partnership with the Council to set up a Limited Liability Partnership.
- 11.9. The Council conducted a competitive procurement process to select its Development Partner to enter into the Development Agreement (and other associated legal documents). As stated in the Subsidy Control Act 2022 statutory guidance, the use of a competitive public procurement process can lead to a legal assumption that no subsidy will have been granted as the Commercial Market Operator Principle will likely have been complied with. If so then there is no Subsidy. However, given the size of the Council financing to deliver the scheme, in particular the Council financing required for the Library and the affordable housing, the Council may consider it prudent to refer the matter to the Subsidy Advice Unit which is a department of the Competition and Markets Authority. Such referrals are required where Subsidy amounts to £10m or more. The Council retains the freehold interest in the Site. Once the conditions are satisfied under the Development Agreement and the demolition works at the Site have completed, the Council shall grant a lease of the Site to the JV LLP in order for the JV LLP to undertake the agreed development.
- 11.10. Once the development has completed, the JV LLP shall grant underleases of the private market units to private purchasers and underleases of the affordable housing and commercial units back to the Council. The library shall form part of the affordable housing underlease(s) granted to the Council.
- 11.11. Once the private units have been sold the JV LLP will either (i) serve notice on the Council requesting that they take a surrender or assignment of the JV LLP's lease or (ii) the JV LLP will assign their lease to a professional landlord. Under (i) the Council will become the landlord to the occupants under the private market units.
- 11.12. The Council has a fiduciary duty to look after the funds entrusted to it and to ensure that its Council tax and rate payer's money is spent appropriately. For that reason, the Council must carefully consider any project it embarks to ensure that it is making decisions based on a proper assessment of risk and rewards/outcomes.
- 11.13. The Appendix 3 includes a summary of the key legal documents and Appendix 2 a table of risks (and mitigations) which the Council will need to consider as part of its decision making.

- 11.14. The PCSA referred to in paragraphs 8.9 to 8.11 above has a proposed contract value which is below the regulated threshold under Part 2 of the Public Contracts Regulations 2015 (PCR). As such, the PCSA with Mount Anvil in respect of the Church Street Site A development shall not be subject to the full requirements of the PCR. The Council can award such contract in compliance with its own governance process.
- 11.15. The recommendation at paragraph 2.5 of this report seeks to delegate a future decision to Cabinet Member for Finance and Council Reform in consultation with the Cabinet Member for Housing to appropriate the land for planning purposes prior to the lease disposal to the JV pursuant to Section 122 Local Government Act 1972 and the subsequent use of the powers under section 203 of the Housing and Planning Act 2016. There will also be a further decision to dispose of the land by way of lease to the JV. This disposal decision will be subject to the decision to appropriate the land. Once such appropriation has taken place it is likely that the land will be disposed to the JV by way of lease pursuant to Section 233(1) Town and Country Planning Act 1990 or Section 233(4) Town and Country Planning Act 1990. However, the details of the powers to be used will be set out in that future report with such disposal meeting the required statutory requirements for disposal of land.
- 11.16. Section 105(1) of the Housing Act 1985 provides that the Council must consult with all secure tenants who are likely to be substantially affected by a matter of housing management and obliges the Council before making any decision on the matter to consider any representations made to it. The consultation must inform secure tenants of the proposals and provide them with an opportunity to make their views known to the Council within a specified period. Such consultation must therefore be up to date and relate to the development proposals in question. Sections 105(2) and 105(3) of the Housing Act 1985 specify that a matter of housing management would include matters which affect the provision of services or amenities provided to secure tenants or a new programme of maintenance, improvement or demolition.
- 11.17. Delegation is also being sought from Cabinet for approval, that currently sits in the Shareholder Committee, to be given in this instance to officers as set out recommendation 2.3 for purpose of enabling all matters that need to be dealt with by the Council as Member of the JV LLP up and until the point of exchange of contracts. Further approval is being sought to delegate approval to amend the Terms of Reference of the Shareholder Committee, if required, to enable the Council to best cater for the Council's continuing role as Member of the JV LLP.

12. Carbon Impact

- 12.1. The Council has committed to achieve net zero carbon emissions from operations by 2030 and across the city by 2040, and the scheme aligns with Westminster's City Plan – objective 7 which outlines WCC's commitment to reduce carbon by minimising detrimental impacts from developments. Policy 36

outlines the Council's aim of promoting net zero developments and the means for doing so.

- 12.2. The Council's scheme at Church Street proposes an ambitious sustainability strategy and while construction will result in upfront carbon, the scheme has demonstrated a series of reductions in whole life carbon and measures to address fuel poverty and resilience.
- 12.3. The development aims to divert 95% of all demolition, construction and evacuation waste from landfill to be reused or recycled. The proposed development targets BREEAM Excellent.
- 12.4. The scheme has been designed to extend the lifetime of building and to respond to the likely risks of climate change. It incorporates measures to mitigate overheating with self-shading and overhanging balconies and predominately dual aspect homes to maximise passive ventilation.
- 12.5. The public realm has been designed to promote sustainable drainage and includes urban greening as a fundamental element of the site and building design. This includes large-scale rainwater recycling, biodiverse green and blue roofs and permeable pavements.
- 12.6. Mount Anvil's proposed scheme focuses on sustainability and provides a number of design changes to remove a significant amount of CO₂ from the construction programme and to increase biodiversity net gain across the site.
- 12.7. The assessed carbon footprint of Church Street Site A is 32tCO₂e. This is a high-level assessment based on the level of detail currently available. As the design is progressed a new assessment will be carried out to provide greater accuracy and reflect any design changes.
- 12.8. Westminster's Carbon Impact Evaluation Tool was most recently completed for Church Street in January 2024.

13. Equalities Impact

- 13.1. The Equality Act 2010 requires public authorities to have due regard to the need to eliminate discrimination and advance equality of opportunity. The Council must take into account its wider public sector equality duty under section 149 of the Equality Act 2010 when making decisions. The Council should have due regard to this duty.
- 13.2. The Council conducted an Equality Impact Assessment (EQIA) as part of the planning application. This EQIA was updated in September 2023 and is included at Appendix 4, and the Council needs to pay due regard to its findings when making subsequent decisions. The EQIA sets out that a developer will be procured to deliver the regeneration. There are no impacts of entering into a joint venture identified. As set out in the EQIA the next update to the EQIA is recommended following the appointment of a joint venture partner to discuss and agree responsibilities of delivering the mitigations.

- 13.3. The EQIA covers Site A, B and C and identified a number of beneficial equality effects including:
- 13.4. Net increase in 629 residential properties including social, family, wheelchair accessible and affordable housing. The net increase in housing should benefit people with priority for affordable housing, and those suffering from overcrowding. The Housing Needs Assessment shows that Church Street has high levels of people living in overcrowded conditions. Improving housing quality is evident from the proposals where consultation has identified current homes on site not being 'fit for purpose' citing issues such as issues around access, heating and ventilation. The council is also committed to developing a local lettings plan for the new additional housing supply.
- 13.5. Specific groups with high needs for access to housing and high representation amongst the local population include BAME groups and older people. These groups particularly stand to benefit from new housing as part of the scheme.
- 13.6. Additional expenditure in the area through an increase in customers attracted by an improved market and better retail provision, accessibility and public realm. Feedback from the EQIA business survey and from public consultation found that there was strong support for improving the market facilities. The regeneration provides the opportunity to make comprehensive improvements to the market for existing and future traders. This includes changes to design, layout, appearance, storage, parking, provision of water, electricity and trader welfare facilities including toilets. This includes around 220 stalls, 150 van parking spaces, up to 4900m² storage and facilities. The regeneration of the market provides an opportunity to create an inclusive environment to meet the need of market stall holders and their customers including those with protected characteristics.
- 13.7. Employment creation in construction as well as retail and service jobs on the complete site. The area has high levels of unemployment and low levels of educational attainment and as such there is potential for those seeking work to benefit from such employment opportunities.
- 13.8. A new location for the Church Street Library within Site A with an improved, flexible and more efficient use of space to deliver services for the local community.
- 13.9. Increase in open public space, play space and community facilities. The Council aims to increase publicly accessible open space within Church Street ward by 40%. This includes the provision of New Street Gardens between Church Street and Broadley Street as part of the Site A design update which will have allocated space for local play. The improved open space is likely to bring improvements in feelings of safety, actual safety and security, inclusive access and access to open space.
- 13.10. The EQIA assessment showed a number of potential adverse effects on a range of protected characteristic groups (appendix 4 - table 9.2). For each the

Council have set out their planned mitigation from June 2020 and provide an update on its status. These will continue to be monitored and reviewed throughout the development.

14. Consultation

- 14.1. The Council have worked with the local community to ensure that all key stakeholders are engaged and aware of the ongoing regeneration of the site. Extensive formal and informal engagement with the local community, including but not limited to local residents, businesses and market traders, has been undertaken, and the consultation feedback has been thoroughly reviewed by the team and key themes responded to. This is extensively detailed within the Statement of Community Involvement within the planning application.
- 14.2. It is clear from the feedback that people who have taken part in consultation activities are positive about the scheme and its benefits from a number of formal consultations including Priorities (2018), Options (2019), Best Value (2020) and a two-stage planning consultation (2021). Many residents also responded that they felt optimistic and informed about the proposals, which were demonstrated during the planning consultation process, with over 2,700 comment contributions made on a publicly available Commonplace platform. From the extensive consultation feedback received, it is clear that the regeneration of Sites A, B and C will meet the priorities developed by the community since the Masterplan including: more homes, particularly affordable homes; improved health and wellbeing for the community; a more vibrant Church Street Market; improved connections, both within Church Street Ward and with neighbouring areas. The library, which will be prominent within Site A has evolved through resident feedback as the proposals developed. This included a change to increase the size of the library, which includes two adjacent retail units within its floorspace. The proposals were developed with local stakeholders such as the Friends of Church Street Library.
- 14.3. Support for the scheme was most recently put to local people in the successful Church Street Ballot, where residents could 'yes' or no' to the question 'do you support the proposals for the regeneration of Sites A,B and C'. Over 13 weeks residents were invited to tenant and leaseholder workshops, drop-in sessions, and received a Landlord Offer informing residents of the proposals and what they would vote on. This was also supported with instructional videos about the ballot process and methods residents could use to cast their vote. All materials were translated into Arabic and Bengali, and interpreters were available at in person events. At each stage residents have been supported by an Independent Tenant and Leaseholder advisor, who provides support and advice to residents under the regeneration proposals.
- 14.4. As the scheme progresses, the Council will continue to engage with residents on key milestones in the programme such as forthcoming demolition and any changes to approved planning permission before submitting amendments. Residents and businesses also have an opportunity to engage with the council through the Church Street Regeneration Group and a Business and Trader

forum as part of the council's commitment to consistent engagement for the project.

- 14.5. By exploring each priority in detail, at every stage of the consultation process, the Council have created a scheme that builds on the foundation of the Masterplan and will help achieve our vision of transforming the quality of life for residents in the Church Street area.
- 14.6. During the procurement of the joint venture partner appointment for Site A, the Council has engaged and involved a Church Street Estate resident in the procurement process to represent the community and help the Council make this important decision for the future of Church Street. The joint venture partner will have significant social value contributions as part of their contract to support the local community through socio-economic initiatives, local training, and financial contributions for example. The resident has participated in the negotiation sessions and has evaluated the Social Value question of the successful bidder's final tender submissions.
- 14.7. The Ward Councillors have been consulted, including a Ward Member briefing in February 2024.

If you have any queries about this Report or wish to inspect any of the Background Papers, please contact:

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APPENDICES

Appendix	Exempt
1 – Financial Implications	Yes
2 – Key Legal Risks and Mitigations	Yes
3 – Legal Summary	Yes
4 – Equality Impact Assessment - Sept 2023	No
5 - Key Parameters	Yes
6 – Capital Group Review Board Gate 3 Report Church Street Site A Joint Venture	Yes

BACKGROUND PAPERS

Background Paper	Exempt
1 - Church Street Site A Compulsory Purchase Order Resolution Cabinet Report - July 2023	No

2 - Church Street Site A Delivery Route and Consultant Appointment Cabinet Member Report - August 2020	No
3 - Church Street Outline Business Case Update Cabinet Member Report - February 2024	No