

Pecyn Dogfen Gyhoeddus

Gareth Owens LL.B Barrister/Bargyfreithiwr

Chief Officer (Governance)

Prif Swyddog (Llywodraethu)



Swyddog Cyswllt:

Nicola Gittins on 01352 702345

nicola.gittins@flintshire.gov.uk

At: Bob Aelod o'r Cyngor

Dydd Gwener, 18 Hydref 2024

Annwyl Gynghorydd,

RHYBUDD O GYFARFOD HYBRID
CYNGOR SIR Y FFLINT
DYDD IAU, 24AIN HYDREF, 2024 10.00 AM

Yn gywir

Steven Goodrum

Rheolwr Gwasanaethau Democraidd

Sylwch: Gellir mynychu'r cyfarfod hwn naill ai wyneb yn wyneb yn Siambr Cyngor yr Arglwydd Barry Jones, Cyngor Sir y Fflint, Yr Wyddgrug, Sir y Fflint neu ar-lein.

Bydd y cyfarfod yn cael ei ffrydio'n fyw ar wefan y Cyngor. Bydd y ffrydio byw yn dod i ben pan fydd unrhyw eitemau cyfrinachol yn cael eu hystyried. Bydd recordiad o'r cyfarfod ar gael yn fuan ar ôl y cyfarfod ar <https://flintshire.publici.tv/core/portal/home>

Os oes gennych unrhyw ymholiadau, cysylltwch ag aelod o'r Tîm Gwasanaethau Democraidd ar 01352 702345.

R H A G L E N

1 YMDDIHEURIADAU AM ABSENOLDEB

Pwrpas: I dderbyn unrhyw ymddiheuriadau.

2 DATGAN CYSYLLTIAD

Pwrpas: Derbyn unrhyw Ddatganiadau a chynghori'r Aelodau yn unol â hynny.

3 HYSBYSIAD CAIS AC ADRODDIAD Y CYNGOR AURA HYDREF 2024 (Tudalennau 3 - 14)

Pwrpas: Derbyn y Rhybudd o Gynnig (ynghlwm) yn amodol ar y Rhybudd o Archebu yn galw cyfarfod arbennig o Gyngor Sir y Fflint.

Adroddiad i roi gwybodaeth i'r Aelodau i'w cynorthwyo wrth ystyried y Rhybudd o Gynnig yn ymwneud â Gwasanaethau Hamdden a Llyfrgell Aura.

4 RHYBUDD O GYNNIG (Tudalennau 15 - 16)

Pwrpas: Mae'r eitem hon i dderbyn unrhyw Rybuddion o Gynnig: mae un wedi'i dderbyn erbyn y dyddiad cau.

5 CWESTIYNAU (Tudalennau 17 - 18)

Pwrpas: I nodi'r atebion i unrhyw gwestiynau a gyflwynwyd yn unol â Rheol Sefydlog Rhif 9.4(A) y Cyngor Sir: Derbyniwyd 14 erbyn y dyddiad cau.

Sylwch, efallai y bydd egwyl o 10 munud os yw'r cyfarfod yn para'n hirach na dwy awr.

Eitem ar gyfer y Rhaglen 3

NOTICE OF MOTION: SAVE AURA'S SERVICES

Proposer: Councillor Sam Swash

Secunder: Councillor Carolyn Preece

Flintshire County Council notes:

1. that the council has presented a funding agreement to Aura on a 'take it or leave it basis';
2. that Aura did not agree to the funding agreement;
3. that Aura have briefed staff that the board could not accept the terms the council were offering, which are reportedly significantly different from the original funding agreement and from the outline agreement in June;
4. that councillors have been refused sight of the offered funding agreement;
5. that the resolution of the education scrutiny committee of the 9th September, that a special meeting be held prior to the cabinet meeting on 25th September, was not executed, and
6. the strength of feeling of Flintshire residents on this issue, highlighted by the support for the petition on the Flintshire People's Voice website.

Flintshire County Council believes:

1. that Aura has done an outstanding job in providing leisure and library services over the period of its existence;
2. that Flintshire residents strongly support the retention of the existing model, with Aura as service provider;
3. that the uncertainty caused by the failure to agree a reasonable funding agreement has caused significant anxiety to Aura staff;
4. that denying councillors access to a funding agreement offered in the council's name is deeply concerning;
5. that it is not possible, given the extra costs that the council would inevitably face in running these services through a local authority trading company, in house, or through a commercial contract to a private sector outsourcing company, to maintain existing services without a large cost increase if no agreement with Aura is reached;
6. that as a result, failing to agree a funding agreement with Aura is liable to result in the closure of services over the short or medium term, and
7. that it is not too late to prevent this disastrous outcome.

Flintshire County Council resolves:

1. to strongly condemn the failure, thus far, to agree a reasonable funding agreement with Aura;
2. to require that a copy of all agreements offered to Aura be provided to members;
3. to call for emergency negotiations with Aura on a reasonable long term agreement to continue delivery of services beyond 31st October, and
4. to demand a commitment from the Leader of the Council that his administration will not close any libraries or leisure centres during this council term.

Mae'r dudalen hon yn wag yn bwrpasol

FLINTSHIRE COUNTY COUNCIL

Date of Meeting	Thursday 24 th October 2024
Report Subject	To provide Members with information to assist, when considering the Notice of Motion relating to Aura Leisure and Library Services
Cabinet Member	Cabinet Member for Education, Welsh Language, Culture and Leisure
Report Author	Chief Executive and Chief Officer (Governance)
Type of Report	Operational

EXECUTIVE SUMMARY

Councillors have received several reports relating to arrangements for the delivery of leisure, library, play and museum services.

At its meeting on 9th September the Education, Youth and Culture Overview and Scrutiny Committee requested to see the grant funding document that was to be offered to Aura with a view to commenting on the terms of the agreement.

This report sets out Committees entitlement to see documents and the process for managing political and professional input into legal documents such as grant funding documents and contracts.

This report also provides further clarification and information in relation to the other matters relating to the transfer of services provided by Aura into a Local Authority Trading Company (LATC).

RECOMMENDATIONS

1	That Council confirms that it has received comprehensive reports on the key strategic elements to the proposed arrangements for the delivery of leisure, library, play, and museum services.
2	That Council acknowledges the differing roles of councillors/officers and the differing input that they will have into legal agreements as a consequence.

3	That Council recognise the work undertaken by officers to secure a longer-term agreement with Aura on reasonable terms.
4	That Council notes there is no time for further discussions with Aura and negotiations are not appropriate for the type of contractual arrangement that was being pursued.

REPORT DETAILS

1.00	EXPLAINING THE PROCESS FOR MANAGING POLITICAL AND PROFESSIONAL INPUT INTO LEGAL DOCUMENTS AND THE POSITION IN RELATION TO TRANSFER OF SERVICES PROVIDED BY AURA INTO THE LATC
1.01	<p><u>The process for managing political and professional input into legal documents.</u></p> <p>As the Council will be aware the agreements with Aura are grant funding agreements. Whilst the precise legal nature of the agreement differs considerably from a contract for services, it also has some similarities in the sense that it includes amounts to be paid to Aura, duration, etc.</p> <p>Whilst, as a grant, it has not been necessary to conduct a competitive tendering exercise under the Public Contracts Regulation 2015, officers have nevertheless taken the same approach to reporting the agreement to councillors as would be adopted for contracts for services.</p>
1.02	<p>When preparing contracts, it is normal practice to consider the contract from two perspectives:</p> <ol style="list-style-type: none"> 1) Commercial terms – these are the key strategic issues such as what service is being contracted (or in the case of these grant funding agreements the outcomes to be achieved), duration, price, risk share etc 2) Documentation/drafting – the precise wording in the agreement that implements the decisions on commercial terms. <p>For contracts over £2m in value the commercial terms will be reported to Cabinet for approval so that councillors can decide the Council’s stance on the key strategic issues. The documentation/drafting is rarely, if ever reported, to councillors being not only an operational issue but also a matter for professional legal advice.</p>
1.03	<p>Having reviewed the reports to Education, Youth and Culture Overview and Scrutiny Committee of 10th May 2024, 28th May 2024, and 9th September 2024, it is clear that officers have already reported both comprehensively and in detail on the commercial elements of the agreement. Amongst other things those reports have explained:</p> <ul style="list-style-type: none"> • Background/market analysis • Identity of the proposed beneficiary i.e. Aura

	<ul style="list-style-type: none"> • Extent/scope of the services to be included, noting that in this case the grant would be to deliver outcomes • Price and potential financial information • Duration/term of the agreement including possible extension periods • Different possible models for the delivery of the service with associated risks and implications of each • Level of control to be retained by the council • Procurement route • Subsidy control
1.04	It would therefore appear that all the pertinent key issues have been reported to councillors.
1.05	<p>At its meeting on the 9th September the Education, Youth and Culture Overview and Scrutiny Committee resolved:</p> <p>(a) That a special meeting of the Education Youth & Culture Overview and Scrutiny committee is held as soon as possible and prior to the next cabinet meeting;</p> <p>(b) That the committee requires that a copy of the contract offered to Aura be produced at that meeting or made available to committee members prior to the meeting and all other necessary documents; and</p> <p>(c) That pending this meeting the Education Youth & Culture Overview and Scrutiny committee strongly recommends a new agreement on reasonable terms is signed with Aura.</p> <p>Furthermore, the Notice of Motion 'Save Aura's Services' seeks for a copy of all agreements offered to Aura to be provided to members.</p>
1.06	<p>The committee requested to see the proposed agreements themselves, i.e. the grant funding agreements. There are a number of reasons of principle (apart from practical issues such as timing and responsiveness to the negotiating process) why such documents are not reported to committee:</p> <ol style="list-style-type: none"> 1. Skills and experience 2. Accountability 3. Third party warranties 4. Political process
1.07	<p>Skills and Experience</p> <p>Councillors are lay persons and they come to the council with a range of skills and experience. Rarely are they practising lawyers with current, experience in the sort of contracts and agreements let by the council. It would be unimaginable for every committee to be wholly constituted from councillors who are specialist lawyers in procurement, subsidy control and the relevant subject matter of the contract. It is not tenable for the council to report some contracts to committee and not others based on the perception of whether councillors are appropriately skilled and</p>

	experienced. Contract documentation is therefore drafted either by the relevant officers or, as in this case, specialist external lawyers.
1.08	<p>Accountability</p> <p>Officers are employed by the Council. Should they make mistakes in their work then they may be subject to either capability or disciplinary investigation. By contrast councillors are answerable to their electorate. Whilst they are subject to the code of conduct, it does not include any provision about them exercising due care and skill and does not provide for them to be investigated because they gave poor advice or reached bad decisions. The council would therefore have no accountability mechanism if a contract were to be poorly drafted by councillors.</p>
1.09	<p>Third Party Warranties</p> <p>In this case, the council is employing specialist external solicitors to provide advice and undertake the drafting of the document. Whilst not subject to the Council's disciplinary/capability policies they are contractually obliged to use reasonable care and skill and, significantly, to carry insurance should their advice prove incorrect. Again, this represents an important accountability mechanism and (through their insurance) risk mitigation. That mechanism would be unenforceable if councillors were to amend the documentation thereby not only depriving the council of the value of the services purchased with public funds in the first place but also removing the risk mitigation.</p>
1.10	<p>Political Process</p> <p>Legal documents are important in ensuring that the council receives the services (or outcomes) for which it has paid, can terminate the agreement in appropriate circumstances, and for protecting the council from risk etc. It is imperative that such documents are drafted in a legally watertight manner. The political process can and does legitimately consider a wide range of issues not just professional advice. It cannot be appropriate that the wording/content, and thus enforceability, of a legal document might therefore depend on political rather than legal issues.</p>
1.11	Another issue to consider is what information a councillor is entitled to see, which is a mix of statute and common law. Section 14 of the constitution records the entitlements, the relevant provision of which are the common law right to know and the entitlements of a scrutiny committee to information.
1.12	<p>Common Law Right to Know</p> <p>A councillor is entitled to see any information if it is requested for a lawful local authority purpose and that they reasonably need it in order to undertake their role as a councillor. Councillors are not, (see above), responsible for drafting contract documentation or the implementation of committee decisions. So, whilst they need to see information pertaining to key strategic issues, they are not entitled to see the documentation itself.</p>
1.13	<p>Cabinet decided, at its meeting in May 2024, that a grant option should continue to be explored and that if satisfactory progress was not made a Local Authority Trading Company (LATC) model be progressed.</p> <p>The Council therefore set a deadline for Aura to sign the new longer-term funding agreements before the end of the current agreements with Aura to</p>

	<p>allow a small but necessary window to implement the LATC if needed, and ensure meaningful and statutory consultations, and enable transfer of services. Beyond that deadline date the Council was to proceed to set up a LATC. The Council is therefore no longer considering an agreement with Aura and so there is no lawful local authority purpose for disclosing the document.</p>
1.14	<p>Scrutiny Committee’s right to information The Constitution sets out the following entitlement to information (my emphasis added):</p> <p>14.17.1 Rights of Access Subject to paragraph 14.17.2 below an Overview and Scrutiny Committee (including its sub-committees) will be entitled to access to any document which is in the possession or control of the Cabinet or its committees and which contains material relating to:</p> <p>(a) any business transacted at a meeting of the Cabinet or its committees; or (b) any decision taken by an individual member of the Cabinet.</p> <p>14.17.2 Limit on Rights An Overview and Scrutiny Committees will not be entitled to any part of a document that contains:</p> <p>(a) confidential or exempt information; or (b) advice provided by a political advisor or assistant unless that information is relevant to an action or decision that is being reviewed or scrutinised or any review contained in a programme of work of the committee or sub-committee</p>
1.15	<p><u>An update in relation to matters relating to the transfer of Aura into a LATC</u></p> <p>Firstly, it is important to clarify what the grant funding agreement is and is not. The funding agreement as submitted to Aura for signing by the 16th September 2024, was not a contract extension and the Council had not refused to extend a contract with Aura. Nor was this matter about closing services or centres, or about the quality of services or service delivery. Council officers recognise that Aura employees provide valuable local services.</p> <p>The situation has occurred as the contractual arrangements between the Council and Aura are coming to an end and a new arrangement, compliant with subsidy control law needed to be put into place.</p>
1.16	<p>The Council offered Aura grant funding agreements and not a contract for services which would require a procurement exercise subject to competition under the Public Contracts Regulation 2015.</p> <p>Grant funding agreements have been explained in multiple reports this calendar year to Cabinet and the Education, Youth and Culture Overview and Scrutiny Committee (including the meetings which were open to all Members).</p> <p>In summary, grant funding agreements are:</p> <ul style="list-style-type: none"> • Not intended for long periods of time

	<ul style="list-style-type: none"> • A 'gift' of funding for a specific purpose • May have outcomes within them (set by the funder) as to what the funding is to achieve • Written to include terms and conditions, and clauses such as the ability of the funder to recover of grant (clawback) in certain circumstances • Offered on a take it or leave it basis by the funder (although a funding model would need to be agreed by both parties, which in this case it was in June 2024) <p>It is important to note that given the nature of the contractual arrangement (i.e. a grant), the conditions on which the funding is to be made available is not subject to 'contract negotiations', although clarifications or questions around wording may be undertaken.</p> <p>Nevertheless, the Council had already considered, and in many cases accommodated, Aura's requests for changes to the funding agreements for a longer-term arrangement, making clear where it could not do so with justification in accordance with subsidy control law, grant conditions and provision or operational requirements.</p>
1.17	<p>The funding agreements were drafted based on standard templates, which were amended to reflect the specifics of this matter. There was nothing within the funding agreements that was not consistent with terms and conditions the Council advised Aura would need to be contained within them. Those necessary conditions had already been shared with Members via Cabinet and the Education Youth and Culture Overview and Scrutiny Committee in the various reports presented on this matter during this calendar year.</p> <p>Those necessary conditions included but were not limited to: clauses to allow recovery of grant (clawback), options for break/termination, compliance with subsidy control legislation (including clauses for recovery above reasonable profit).</p> <p>It is of note that the longer-term funding agreements presented to Aura were drafted based on the Interim Funding Agreements which were signed by Aura in June 2024 following Aura receiving independent legal advice.</p>
1.18	<p>The Council left open the opportunity for Aura to raise any errors or seek clarification on matters within the submitted funding agreements.</p> <p>In the opinion of officers of the Council, with supporting legal advice, nothing contained within Aura's letter declining the agreements was incapable of clarification and/or allaying of concerns had Aura engaged with the Council during the four weeks that it had the draft funding agreements.</p>
1.19	<p>This is clearly a sensitive time for employees and customers. Council officers are working with Aura and the recognised Trade Unions to ensure Aura employees are appropriately consulted and it would be inappropriate for the Council to publicly comment further at this stage.</p>

	<p>The Council is very aware that the large amount of information in the public domain about this matter, much of which is factually inaccurate, will undoubtedly be having a negative impact on Aura employees. Council officers have made a conscious effort not to comment on matters that they consider should be being dealt with more sensitively.</p> <p>Contractual discussions should remain confidential to protect the position of each party and to ensure messaging to any affected stakeholders, such as employees, can be handled sensitively and appropriately.</p> <p>There were contractual clauses that sought to protect that status and specific terms for the treatment of confidential information. In addition, there had been informal agreement that any communications would be done jointly.</p>
1.20	<p>The Council has written to Aura’s Chief Executive to confirm that the services provided by Aura Leisure and Libraries Limited will transfer to Flintshire Libraries and Leisure Limited with effect from 1st November 2024, and that Flintshire Libraries and Leisure will be responsible for the transfer of 293 existing employees under The Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) as amended.</p> <p>The employees will transfer in their existing roles with no changes to job title, duties, terms, and conditions, or reporting lines.</p> <p>To comply with the obligation to inform and consult affected employees, pursuant to the aforementioned regulations; based on the information provided to date, Flintshire Libraries and Leisure Limited have advised of the following measures, in connection with the transfer, in respect of the affected employees.</p> <ol style="list-style-type: none"> 1. Membership of the Clwyd Pension Fund will continue post transfer for existing members. 2. Membership of the Peoples Pension will continue post transfer for existing members. <p>It is the desire of the Council and the LATC, Flintshire Libraries and Leisure, that services transfer as seamlessly as is possible and with minimal disruption to customers. However, it is recognised that there may be a need for some interim arrangements post transfer given there will be a new model of delivery.</p>

2.00	RESOURCE IMPLICATIONS
2.01	<p>If contract documentation were to be considered (and possibly amended) at committee then contract lawyers would need to attend scrutiny meetings in order to provide advice.</p> <p>The internal Legal Service does not currently attend scrutiny meetings and is not resourced to do so. Additional resource would therefore be required to ensure that scrutiny committees received appropriate advice when</p>

	<p>considering legal documentation at a time when the council is seeking to reduce rather than increase costs.</p> <p>In this instance, the external lawyers would need to be paid to attend meetings at which contract documentation is to be considered, again increasing cost.</p> <p>Notwithstanding the above, please also note sections 1.06 – 1.14 inclusive</p>
2.02	The resource implications of the proposed agreement with Aura were explained in the relevant reports.
2.03	<p>An options appraisal was conducted which determined the LATC model to be the most cost-effective and efficient route with the time available if new grant funding agreements could not be reached.</p> <p>Whilst there will be some additional costs to a LATC model, such as being liable for non-domestic rates, there are also potential savings from operating under a new model which should offset these costs.</p> <p>It is not appropriate to go into detail in this report in the public domain, but Council officers are working through this and the potential savings that should mitigate the additional costs incurred.</p>
2.04	<p>The grant funding agreements with Aura, if they had progressed, would need to comply with subsidy control law.</p> <p>A subsidy is support that is deemed to give an economic advantage and is provided to an organisation that operates in an economic market.</p> <p>The Subsidy Control Regime allows UK local authorities (amongst others) to provide subsidies within defined parameters that aim to prevent detriment to investment and competition and/or distortion of markets. The Subsidy Control Act 2022 is the relevant legislation covering the Regime.</p> <p>The Council is required to comply with this legislation and the associated statutory guidance.</p> <p>There are many things the Council must consider when awarding subsidies, such as ensuring they are limited to what is necessary and are proportionate.</p> <p>The specifics in relation to subsidy control in relation to these grant funding agreements with Aura have been provided in previous reports to Cabinet and the Education, Youth and Culture Overview and Scrutiny Committee.</p>

3.00	IMPACT ASSESSMENT AND RISK MANAGEMENT
3.01	Local government process works on a balance between political and professional input. In the process described councillors are responsible for key strategic issues, whilst engaging appropriate technical and professional skills for the operational role of implementing those decisions.

	The risks associated with changing current practice, especially in relation to drafting legal documentation, is described within the body of the report.
3.02	The impact of the previously proposed agreement with Aura was set out in the relevant reports.
3.03	An Integrated Impact Assessment is being undertaken in relation to the change.

4.00	CONSULTATIONS REQUIRED/CARRIED OUT
4.01	<p>Meetings between officers of the Council and Aura were held on:</p> <ul style="list-style-type: none"> • 7th May 2024 • 15th May 2024 • 22nd May 2024 • 6th June 2024 • 12th June 2024 • 19th June 2024 • 25th June 2024
4.02	<p>In addition to the above, there have been many letters between the Council and Aura this calendar year, including:</p> <ul style="list-style-type: none"> • Letter from Aura – 22nd January 2024 • Letter from the Council – 30th January 2024 • Letter from Aura – 26th February 2024 • Letter from the Council – 15th March 2024 • Letter from the Council – 22nd March 2024 • Letter from Aura – 25th March 2024 • Letter from the Council – 27th March 2024 • Letter from Aura – 28th March 2024 • Letter from Aura – 9th April 2024 • Letter from the Council – 11th April 2024 • Letter from Aura – 17th May 2024 • Letter from Aura – 30th May 2024 • Letter from the Council – 6th June 2024 • Letter from Aura – 10th June 2024 • Letter from the Council – 11th June 2024 • Letter from Aura – 12th June 2024 • Letter from the Council – 13th June 2024 • Letter from Aura – 13th June 2024 • Letter from the Council – 21st June 2024 • Letter from Aura – 25th June 2024 • Letter from Aura – 1st August 2024 • Letter from the Council – 19th August 2024 • Letter from Aura – 12th September 2024 • Letter from the Council – 13th September 2024 • Letter from Aura – 16th September 2024 • Letter from the Council – 17th September 2024

5.00	APPENDICES
5.01	None.

6.00	LIST OF ACCESSIBLE BACKGROUND DOCUMENTS
6.01	Cabinet report: Aura Leisure and Libraries Limited – Tuesday 21 st November 2023
6.02	Cabinet report: Future options: leisure, libraries, and museum services – Wednesday 24 th April 2024
6.03	Cabinet report: Future options: leisure, libraries, play, and museum services – Thursday 30 th May 2024
6.04	Cabinet report: Leisure, Libraries, Play and Museum Services – Wednesday 25 th September 2024
6.05	Education, Youth and Culture Overview and Scrutiny Committee (EYCOSC) report: Future options: leisure, libraries, and museum services – Friday 10 th May 2024
6.06	EYCOSC report: Future options: leisure, libraries, play, and museum services – Tuesday 28 th May 2024
6.07	EYCOSC report: Leisure, Libraries, Play and Museum Services – Monday 9 th September 2024

7.00	CONTACT OFFICER DETAILS
7.01	<p>Contact Officer: Gareth Owens, Chief Officer Governance Kelly Oldham-Jones, Strategic Executive Officer</p> <p>Telephone: 01352 702344 / 01352 702143 Cymraeg: 01267 224923</p> <p>E-mail: gareth.legal@flintshire.gov.uk kelly.oldham-jones@flintshire.gov.uk</p>

8.00	GLOSSARY OF TERMS
8.01	None

Eitem ar gyfer y Rhaglen 4

THREE-WEEKLY BIN COLLECTIONS

Proposer: Cllr Alasdair Ibbotson

Seconder: Cllr Gillian Brockley

Flintshire County Council notes:

1. the decision of cabinet to end fortnightly bin collections in Flintshire;
2. the decision of the Environment & Economy Overview and Scrutiny Committee, on a 6-6 vote settled by chair's casting vote, not to refer the matter to full council, and
3. the Audit Wales report criticising the council for not taking residents' views into account adequately in setting policy.

Flintshire County Council believes:

1. that the public is strongly against this change;
2. that adequate consultation has not taken place;
3. that burying an ambiguously-worded, tangentially related question deep into a long survey does not constitute adequate consultation;
4. that this decision should have been referred to full council, and
5. that the cabinet's decision to end fortnightly bin collections in Flintshire is deeply regrettable.

Flintshire County Council resolves:

- to ask the new leader of the council to reconsider this decision and cancel the move to three-weekly bin collections

Mae'r dudalen hon yn wag yn bwrpasol

Eitem ar gyfer y Rhaglen 5

QUESTIONS TO COUNCIL

(1) Submitted by Councillor Andrew Parkhurst

Mold Ornamental Gardens Public Spaces Protection Order

Would the Cabinet member for Planning, Public Health and Public Protection please advise members whether he had read the legal advice before informing the meeting of Full Council held on 22nd July 2024 that there was no flaw in the decision to grant the Order to ban dogs completely from the Gardens, and therefore no need to reconsider the Order?

(2) Submitted by Councillor Alasdair Ibbotson

School Transport

Will the Cabinet Member for Streetscene commission a redraft of the school transport policy, so as to end the division of contiguous communities by eligibility?

(3) Submitted by Councillor Alasdair Ibbotson

Obligations of Cabinet Members

Will the Leader of the Council confirm whether he expects cabinet members to have read and checked papers published with themselves listed as the responsible cabinet member prior to the relevant items being discussed at cabinet or committees?

(4) Submitted by Councillor Sam Swash

Question to the Cabinet Member for Streetscene and Transportation

Will the Cabinet Member for Streetscene & Transportation publish the new policy and means by which qualifying disabled residents can access household recycling centres in vehicles which would otherwise not be permitted, following the department's acceptance of Flintshire People's Voice's argument that the administration's existing policy is inconsistent with the Council's obligations under the Equality Act 2010?

(5) Submitted by Councillor Carolyn Preece

Music in schools

Will the Cabinet Member for education make a statement on the withdrawal of music as an option for GCSE or A-level in some of Flintshire's schools, and set out the Cabinet's position on this?

(6) Submitted by Councillor Gillian Brockley

LDP adoption date

By what date does the Cabinet Member for Planning and Public Protection presently expect the council's replacement Local Development Plan, for the period after 2030, to be ready for submission to the inspector?

(7) Submitted by Councillor Coggins Cogan

Question to the Cabinet Member for Streetscene and Transportation:

How much did the Council spend on acquiring the vehicles previously supplied by Go Fleet; and why has that cost not been revealed to Members before?

(8) Submitted by Councillor Coggins Cogan

Question to the Cabinet Member for Streetscene and Transportation:

On 16th July this year, during the Environment and Economy scrutiny debate on reduced black bin collections, you said 'It's proven to be very, very unpopular with the residents. We're here to fight against this for the residents of Flintshire...'. Are you going to honour that pledge to fight for residents by announcing the abandonment of three-weekly bin collections?

(9) Submitted by Councillor Coggins Cogan

Question to the Cabinet Member for the Economy, Environment, and Climate:

Can the Cabinet Member confirm the amount of money sent to the North Wales Corporate Joint Committee since its inception in April 2021 and assess its direct impact in making the lives of Flintshire's residents better?

(10) Submitted by Councillor Sam Swash

Question to the Cabinet Member for Transformation & Assets

Will the Cabinet Member for Transformation & Assets set out the Cabinet's preferred option for the future of the County Hall campus?

(11) Submitted by Councillor Carolyn Preece

Question to the Cabinet Member for Finance & Social Value from Cllr. Preece

Will the Cabinet Member for Finance and Social Value outline what the in-year budget pressure is of running services currently provided by Aura through a Local Authority Trading Company (LATC), and the cost of moving to an LATC, in financial years 2024/2025 and 2025/2026 compared with payments to Aura in financial year 2023/2023?

(12) Submitted by Councillor Sam Swash

Question to the Leader of the Council

At the last meeting of Full Council, the Leader of the Council made the claim that this Council is "staring down the barrel" of bankruptcy. Does the Leader of the Council still hold this belief, and if so, does he have a plan to stop it?

(13) Submitted by Councillor Alasdair Ibbotson

Question to the Cabinet Member for Transformation & Assets

Will the Cabinet Member for Transformation and Assets commit to no compulsory redundancies as part of any transformation programme?

(14) Submitted by Councillor Alasdair Ibbotson

Question to the Cabinet Member for Streetscene & Transportation

On July 23rd this year, the now Cabinet Member for Streetscene & Transportation, posting on his Facebook page in relation to the decision to reduce bin collections, stated: "Cabinet have today decided to ride roughshod over the democratic process. Flintshire Welsh Labour are clearly not listening to residents or indeed their own communities." In light of that, will the Cabinet Member for Streetscene & Transportation commit to listening to residents and communities and reverse the decision to reduce bin collections, a decision which now sits within his own portfolio?