

The following options/suggestions are not intended to provide a strict model, but to illustrate how a Part 2 minute might be framed in a consistent form.

**Option 1 – limited information**

Example:

The [ ] considered a report of [ ] providing an update on potential strategic land purchases in 2021/22 and seeking delegated authority to negotiate in accordance with the scope and terms of the report.

**RESOLVED** that the report be noted and delegated authority given to [ ] to negotiate the purchase of sites A, B and C in the report.

Example:

The [ ] considered a report of [ ] setting out certain recommendations arising from confidential discussions on a contractual dispute.

**RESOLVED** that the recommendations as set out in the report be agreed.

.....

**Option 2 – including a summary**

Example:

The [ ] considered a report of [ ] providing an update on potential strategic land purchases in 2021/22 and seeking delegated authority to negotiate in accordance with the scope and terms of the report.

[ ] provided a summary of the sites potentially available in the district and the reasons why their purchase might further the strategic aims of the Council in its corporate plan. Out of twelve such sites, it was recommended that three had particular strategic value, whether for regeneration or future social housing development. At this stage, it was not appropriate to identify in public the sites of interest, nor the negotiating position of the Council. However, in the event that negotiations were successful, a public statement could be issued at that time.

**RESOLVED** that the report be noted and delegated authority be given to [ ] to negotiate the purchase of sites A, B and C in the report.

Example:

The [ ] considered a report of [ ] setting out certain recommendations arising from confidential discussions on a contractual dispute.

The Council had let a contract to supplier A which was struggling to adapt to a change in applicable legislation and the increased cost burden that this created. The Council had not been able to agree an acceptable change to the contract and the parties were now in a formal

dispute. The options in relation to the dispute and the anticipated costs were set out in the report. This information was commercially sensitive to both parties during the course of the dispute and potentially beyond. However, the Council did report financial and transactional information in its public accounts, published payments to suppliers over £500 and maintained a public contracts register.

**RESOLVED** that the Deputy Chief Executive (Section 151 Officer) proceed with the steps and measures set out in paragraphs 2.4 and 2.5 of the report.

### **Option 3 – include a summary (as above) plus reason(s)**

Example:

The [ ] considered a report of [ ] providing an update on potential strategic land purchases in 2021/22 and seeking delegated authority to negotiate in accordance with the scope and terms of the report.

[ ] provided a summary of the sites potentially available in the district and the reasons why their purchase might further the strategic aims of the Council in its corporate plan. Out of twelve such sites, it was recommended that three had particular strategic value, whether for regeneration or future housing development. At this stage, it was not appropriate to identify in public the sites of interest, nor the negotiating position of the Council. However, in the event that negotiations were successful, a public statement could be issued at that time.

**RESOLVED** that the report be noted and delegated authority be given to [ ] to negotiate the purchase of sites A, B and C in the report.

Reason: Sites A, B and C were considered to be the sites most likely to deliver outcomes closely aligned to the objectives of the Council in the period of the Corporate Plan and would, if purchased and developed as intended, ensure the wider economic and social prosperity of the district in the longer term.

Example:

The [ ] considered a report of [ ] setting out certain recommendations arising from confidential discussions on a contractual dispute.

The Council had let a contract to supplier A which was struggling to adapt to a change in applicable legislation and the increased cost burden that this created. The Council had not been able to agree an acceptable change to the contract and the parties were now in a formal dispute. The options in relation to the dispute and the anticipated costs were set out in the report. This information was commercially sensitive to both parties during the course of the dispute and potentially beyond. However, the Council did report financial and transactional information in its public accounts, published payments to suppliers over £500 and maintained a public contracts register.

**RESOLVED** that the Deputy Chief Executive (Section 151 Officer) proceed with the steps and measures set out in paragraphs 2.4 and 2.5 of the report.

Reason: Changes to contracts were permissible, subject to the agreement of the parties, the terms of the contract, financial regulations and applicable legislation. However, in the absence of agreement, the dispute clauses may be invoked by either or both parties.