



*City of*  
**BRADFORD**  
METROPOLITAN DISTRICT COUNCIL

**ILKLEY BID**  
BUSINESS **IMPROVEMENT** DISTRICT

**Dated**

**BID BASELINE AGREEMENT**

City of Bradford Metropolitan District Council

**and**

**Ilkley BID Ltd**

**Agreement made on the \_\_\_\_\_**

**BETWEEN**

- (1) **City of Bradford Metropolitan District Council**, City Hall, Bradford, BD1 1HY ("the Council")
  
- (2) **ILKLEY BID LTD** (Company No: **11973658**) whose registered office is **Ilkley BID Office Ilkley Town Hall, Station Road, Ilkley, England, LS29 8HB**

**Recitals**

- A The Council is the local authority for the purposes of the Local Government Act 2003 and is responsible for providing services within the BID Area;
  
- B The BID Company is responsible for the management and operation of the BID and for achieving the objectives and aspirations set out in the BID Proposal;
  
- C The purpose of this Agreement is to set out for the avoidance of doubt the:
  - (i) services provided by the Council within the BID Area;
  
  - (ii) benchmark levels against which the provision of the Standard Services will be measured so as to ensure that

- (iii) whenever the BID Company wishes to provide any additional/complementary services these services are not services which the Council should be providing pursuant to its existing statutory duties; and
- (iv) mechanism for the continued monitoring and review of the Standard Services.

**It is agreed:**

## **1 Definitions**

**Agreement** means this BID Baseline Agreement;

**BID** means the Business Improvement District which is proposed to be managed and operated by the BID Company and has the meaning given in the Regulations;

**BID Area** means that area within which the BID operates as defined within the BID proposal and as shown in the map attached at Schedule 3 hereto;

**BID Arrangement** has the meaning given by section 41 of the Local Government Act 2003;

**BID Levy** means the charge levied and collected within the BID pursuant to the Regulations;

**BID Levy Payers** means the non-domestic rate payers liable for paying the BID Levy;

**BID Proposal** means the plan voted for by the BID Levy Payers in a ballot which sets out the objectives & projects of the BID and identifies the various projects which will be undertaken using funds raised by the BID Levy and/or Voluntary Contributions to achieve those objectives and

**Renewal Proposals** has the same meaning save that 'ballot' shall be replaced with 'renewal ballot' and **Alteration Proposals** has the same meaning save that 'ballot' shall be replaced with 'alteration ballot';

**BID Term** means from the Commencement Date (as defined in clause 3.1 below)

**Complementary Services(s)** means those services within the BID Area provided by or on behalf of the BID Company which are complementary to the Standard Services and details of the initial Complementary Services are provided in Schedule 2;

**Complementary Service Provider** means the provider of a Complementary Service;

**Failure Notice** means a written notice served on the Council by the BID Company which:

- (a) sets out the Standard Services which the notice relates to;
- (b) states which of the Standard Services are not being adhered to in accordance with this Agreement; and
- (c) requests that the Council liaise directly with the provider or contractor responsible for carrying out such Standard Service as soon as practicable for the purposes of securing compliance with this Agreement;

**Financial Year** means the financial year for the BID Company which runs from 1<sup>st</sup> June 2019 to 31<sup>st</sup> May each year;

**Operating Agreement** means the agreement entered into on \_\_\_\_\_ between the Council and the BID Company which sets out various procedures for the collection, monitoring and enforcement of the BID Levy;

**Protocols** means the informal procedures to be agreed by the Council and the BID Company, the purpose of which is to assist in the provision of the Standard Services;

**Regulations** means The Business Improvement Districts (England) Regulations 2004 and such amendments to those regulations which may be made by the Secretary of State pursuant to Section 48 of the Local Government Act 2003 (from time to time);

**Services Review Panel** means the panel to be set up consisting of 2 representatives from the Council, who shall be Council officers, and 2 representatives from the BID Company. All decisions taken by the Services Review Panel will be taken by a simple majority of the members of the Service Review Panel constituted at the time of the decision; and

**Standard Services** means those services which are provided by the Council within the BID Area as set out in Schedule 1.

## **2 Statutory Authorities**

- 2.1 This Agreement is made pursuant to section 1 of the Localism Act 2011, Part IV of the Local Government Act 2003 and Section 111 of the Local Government Act 1972 and all other enabling powers as particularly set out in The Business Improvement Districts (England) Regulations 2004.

## **3 Commencement and Term**

- 3.1 The terms of this Agreement shall take effect upon the date of this Agreement. The start of the BID's financial year will be June 1<sup>st</sup> 2019.
- 3.2 This Agreement shall operate from the Commencement Date and run for the BID Term unless the Council determines that it shall cease to be of any further effect in the event that:
- (a) the BID Company fails to secure approval of the BID Proposals, Renewal Proposals or Alteration Proposals in a ballot, renewal ballot, alteration ballot or any re-ballot of the same;
  - (b) the Secretary of State declares void a BID ballot, renewal ballot, alteration ballot or re-ballot of the same;
  - (c) the Council exercises its veto pursuant to section 2 of the Local Government Act 2000 and section 51(2) of the Local Government Act 2003 and paragraph 12 of the Business Improvement District (England) Regulations 2004 and there is no successful appeal against the veto;
  - (d) the BID Term expires save where the BID Company secures approval of Renewal Proposals in a renewal ballot or Alteration Proposals in an alteration ballot or BID Proposals in a re-ballot in which event this Agreement shall continue until the expiry of the BID Term as revised by such Renewal Proposals, Alteration Proposals or the BID Proposals set out in a re-ballot, PROVIDED THAT in relation to Renewal Proposals and Alteration Proposals the Council and the BID Company agree in writing to such continuation, such agreement to be made no later than one (1) month after the renewal ballot or alteration ballot as appropriate;
  - (e) the Council exercises its discretion to terminate the BID Arrangements in exercise of its powers under Regulation 18 of the Regulations; or

- (f) the Council terminates this Agreement pursuant to clause 8 of this Agreement.

#### **4A The BID Company's Obligations**

4A.1 The BID Company agrees that it will provide the Council with any information which the Council may reasonably require in relation to the carrying out of the Standard Services and any Complementary Services in respect of which the Council is the Complementary Services Provider.

4A.2 In the event that the BID Company intends to change the Complementary Services, the BID Company shall serve notice on the Council for the purposes of arranging a meeting of the Services Review Panel and at such a meeting the BID Company shall consult with the Council in respect of the intended change to the Complementary Service.

#### **4 The Council's Obligations**

4.1 The Council agrees to the following:

4.1.1 to provide the Standard Services within the BID Area at its own cost for the duration of the BID Term; and

4.1.2 not to use the BID Levy at any time to either fund or procure the Standard Services.

4.2 In the event that the Council is to alter the way in which it provides the Standard Services (including any reduction or cessation of same) within the BID Area set out in Schedule 1, due to a change in legislation, its financial position, or its priorities it shall:

- (a) identify the alterations, reductions or cessations to the Standard Services;
- (b) provide a detailed explanation of why the alterations, reductions or cessations are to apply; and
- (c) state the date upon which the alterations, reduction or cessation will come into effect.

4.3 The Council may provide different Standard Services, delayed Standard Services or no Standard Services in the event that it is not reasonably practicable, in the Council's opinion, to provide the Standard Services by reason of:

- (a) adverse weather conditions in the BID Area;

- (b) an excessive number of pedestrians in the BID Area which would impede or inhibit the carrying out of the Standard Services;
- (c) restrictions by the police as to the persons and/or number of persons permitted access to the BID Area;
- (d) marches, parades, festivals or other public events in or affecting the BID Area where such activities or events directly impede or inhibit the Standard Services from being provided; or
- (e) any other reason in the BID Area or affecting the BID Area beyond the control of the Council,

PROVIDED ALWAYS that the Council shall, if it is reasonably practicable to do so before exercising its rights under this clause 4.3, provide the BID Company with reasonable notice in the event that the Council intends to provide different Standard Services or delayed Standard Services or no Standard Services as a result of any of the reasons mentioned in this clause 4.3 and the Council shall use its reasonable endeavours to recommence the Standard Service as soon as reasonably practicable to the same standard as it was immediately before the change.

- 4.4 The Council shall use reasonable endeavours to liaise with the BID Company where the Complementary Services are complementary to or are of a similar nature to the Standard Services.
- 4.5 The Council shall consider such recommendations in the carrying out or provision of the Standard Services as may be made by the Services Review Panel PROVIDED ALWAYS that the Council shall not be obliged to act on such recommendations if it reasonably considers there to be good reasons (including, for the avoidance of doubt, financial or resource related reasons) not to do so at any time.
- 4.6 The Council shall, when undertaking reviews of parts of the Standard Services, consult with the BID Company on the provision and delivery of those Standard Services and on how they may be provided more efficiently or effectively.
- 4.7 The Council shall, upon receipt of a Failure Notice from the BID Company, use reasonable endeavours to secure the improvement of the Standard Services to ensure compliance with the terms of this Agreement.

## **5 Monitoring and Review**

- 5.1 The Council and the BID Company shall set up the Services Review Panel within 28 days from the date of this Agreement the purpose of which shall be to:
- 5.1.1 review and monitor the carrying out of the Standard Services;
  - 5.1.2 make any recommendations required pursuant to paragraph 5.1.1 (above) to the Council and the BID Company;
  - 5.1.3 where appropriate, review and monitor the provision of the Complementary Services and make such recommendations to the BID Company as are appropriate;
  - 5.1.4 review any Failure Notices served by the BID Company and steps which should be taken to secure the proper carrying out of the Standard Services; and
  - 5.1.5 identify the need for any improvement or alteration to the Standard Services and make such recommendations to the Council and/or the BID Company as are appropriate.
- 5.2 Within 28 days from the Commencement Date the parties shall agree the dates when there will be meetings of the Services Review Panel, PROVIDED ALWAYS that there shall be at least 2 such meetings in each Financial Year during the BID Term.

## **6 Joint Obligations**

- 6.1 Both the Council and the BID Company agree:
- 6.1.1 for the purposes only of monitoring the Standard Services to review and take account of any representations or recommendations made to them by the Services Review Panel and take such action as may be appropriate;
  - 6.1.2 to carry out an annual review of the Standard Services to be provided and make such amendments to the level of Standard Services as may be possible with regards to existing contractual obligations and agreements;
  - 6.1.3 to agree such Protocols as may be required in order to assist in the carrying out, or provision of, the Standard Services (and thereafter to review the same annually); and
  - 6.1.4 to operate the Standard Services in accordance with such agreed Protocols.



## **7 Licence**

- 7.1 The Council shall grant a licence to the BID Company or its agents or a Complementary Service Provider to enter into or upon any land within the Council's ownership for the purposes of carrying out Complementary Services, provided that the BID Company has obtained the prior agreement of the Council to the nature of and method by which the Complementary Services will be undertaken PROVIDED ALWAYS that the Council shall be entitled to withdraw such a licence in the event that in the Council's reasonable opinion the BID Company, its agents or any Complementary Service Provider, act in such a manner which either contravenes health and safety requirements, or seriously damages Council property, severely prejudices the manner in which the Council can carry out its usual public services or where, in the Council's reasonable opinion, it is necessary to withdraw such licence in order to safeguard the health and safety of persons in or around the BID Area or part thereof.
- 7.2 Access to the highway for the purposes of carrying out the Standard Services and Complementary Services shall be through application to The City Of Bradford Metropolitan District Council as highway authority and both parties shall use reasonable endeavours to enable the BID Company or the Complementary Service Provider to procure such licence or permission as may be necessary to enable such access.
- 7.3 When undertaking reviews of the Complementary Services which are undertaken on, in or upon any land within the Council's ownership or the highway, the BID Company shall, through the Services Review Panel, consult with the Council on the method of delivery of those Complementary Services. The Network Resilience & Management Team will decide whether to approve any proposals made by the BID and their decision is final.
- 7.4 The BID Company shall be responsible for making good all and any damage caused to land in the Council's ownership or the highway by the undertaking of the Complementary Services at its own expense and to the reasonable satisfaction of the Council.

7.5 The BID Company shall ensure that it can meet insurance and liability requirements for the undertaking of the Complementary Services which are undertaken on, in or upon any land within the Council's ownership or the highway and shall produce to the Council, on request, copies of all insurance policies, cover notes, receipts and other documents necessary to establish compliance with this Agreement.

## **8 Termination**

8.1 This Agreement shall be terminated upon any of the following occurring:

- (a) the expiry of the BID Term provided that in the event the BID is renewed after the BID Term this Agreement shall, subject to the consent of both parties and any variations they may agree, continue to remain in force and of full effect;
- (b) the early Termination of the BID and the giving of relevant notices as required by the Regulations and the Operating Agreement;
- (c) either party committing an irremediable breach of this Agreement;
- (d) either party committing and failing to remedy a remediable breach of this agreement within a reasonable time following receipt of a written notice from the other party outlining the breach and the steps required to remedy the same; or
- (e) the agreement of both parties.

## **9 Confidentiality**

9.1 Subject to the statutory obligations on the Council, in particular the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, both the Council and the BID Company agree to keep confidential and not to divulge to any person without the prior written consent of the other party all information (written or oral) concerning the business affairs of the other nor any information which has been exchanged about the BID Levy Payers or about other third parties which it shall have obtained or received as a result of operating the BID. This obligation shall survive the termination of this Agreement or lapse of the provision of the BID.

## **10 Notices**

10.1 Any notice or other written communication to be served or given to or upon any party to this Agreement to the other shall be in writing and shall be sent to the address provided for above or such substitute address in England as may from time to time have been notified by that party.

10.2 A Notice may be served by:

10.2.1 delivery to the Council's address as specified above;

10.2.2 delivery to the Company Secretary at the BID Company's address specified above; or

10.2.3 registered or recorded delivery post.

10.3 Any notice served shall be deemed to have been validly served or given at the time when in the ordinary course of business it would have been received.

## **11 Miscellaneous**

11.1 For the avoidance of doubt where any part of this Agreement is incompatible with the Regulations or any other regulations which the Secretary of State may issue pursuant to Part IV of the Local Government Act 2003, or is found by any court of competent jurisdiction to be unlawful, invalid, or unenforceable, then such part shall be struck out and the balance of this Agreement shall remain and the parties shall enter good faith negotiations to remedy the deficiency in drafting to achieve the intention behind the original drafting in a lawfully compliant manner.

11.2 The headings appearing in this Agreement are for ease of reference only and shall not affect the construction of this Agreement.

11.3 For the avoidance of doubt the provisions of this Agreement (other than those contained in this Clause) shall not have any effect until this document has been dated.

11.4 Where reference is made to a Clause, Part, or Recital such reference (unless the context requires otherwise) is a reference to a clause, part, plan, or recital attached to this Agreement.

11.5 References to the Council include any successors to its functions as local authority, including, for the avoidance of doubt, any company which is wholly owned by the Council from time to time which delivers the Standard Services or any Complementary Services in respect of which the Council is the Complementary Service Provider.

- 11.6 References to statutes, bye laws, regulations, orders and delegated legislation shall include any such instrument re-enacting or made pursuant to the same power.

## **12 Exercise of the Council's Powers**

- 12.1 Nothing contained in this Agreement or implied in it shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes, byelaws, statutory instruments, orders and regulations in the exercise of its functions as a local authority.

## **13 Contracts (Rights of Third Parties)**

- 13.1 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

## **14 Dispute Resolution**

- 14.1 If a dispute arises between the Council and the BID Company in relation to any matter which cannot be resolved either party may refer such dispute to the dispute resolution procedure set out in Clause 14.2 or 14.3, as appropriate, below.
- 14.2 In the first instance each of the Council and the BID Company shall arrange for senior representatives of both parties to meet solely in order to resolve the matter in dispute. Such meeting(s) shall be minuted and conducted in such manner and at such venue (including a meeting conducted over the telephone) as to promote a consensual resolution of the dispute in question.
- 14.3 If the meeting(s) referred to in Clause 14.2 does not resolve the matter in question then the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure or any other model mediation procedure as agreed by the parties. In such circumstances the following shall apply:
- 14.3.1 to initiate a mediation the parties may give notice in writing (a **Mediation Notice**) to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organisation as agreed by the parties asking them to nominate a mediator;

- 14.3.2 the mediation shall commence within 28 days of the Mediation Notice being served;
- 14.3.3 neither party will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one hour. Thereafter paragraph 14 of the Model Mediation Procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the parties);
- 14.3.4 neither party to the mediation will commence legal proceedings against the other until 30 days after such mediation of the dispute in question has failed to resolve the dispute;
- 14.3.5 the parties will co-operate with any person appointed as mediator providing him with such information and other assistance as he shall require and will pay his costs, as he shall determine or in the absence of such determination such costs will be shared equally; and
- 14.3.6 nothing in this clause 14 shall prejudice or prohibit either party from pursuing any claim via court proceedings.

## **15 Variation**

- 15.1 No variation of this Agreement shall be effective unless it is in writing and signed by the Council and the BID Company.

## **16 Assignment and Novation**

- 16.1 This Agreement is personal to the parties and may not be assigned at law or equity by either party without the written consent of the other PROVIDED ALWAYS that this clause 16 shall not apply in the event of a novation of this Agreement by the Council to a wholly owned company.

## **17 Proper Law and Jurisdiction**

- 17.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales and each party agrees to the exclusive jurisdiction of the courts of England and Wales

SIGNED by \_\_\_\_\_ ) .....

Duly authorised on behalf of the

**CITY OF BRADFORD METROPOLITAN DISTRICT COUNCIL**

SIGNED by \_\_\_\_\_ ) .....

Duly authorised on behalf of the

**Ilkley BID LTD**

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## **Schedule 1 – Standard Services**

### **1. Highways Management:**

#### **1.1 Street lighting:**

Although there is no statutory duty to provide street lighting, where street lighting is installed the Council has a duty to demonstrate that they have systems in place to maintain the equipment in a safe condition.

Any equipment that is considered dangerous or has been tampered with, vandalised or wilfully damaged leaving potentially live exposed parts will be attended to and made safe within 2 hours of it being reported to the Council. General lights out will be repaired within 30 working days from being reported to the Council.

It is planned that within the next 5 years the current street lighting will be replaced with LED based street lighting. This will be more resilient of good modern quality and more cost effective.

If there is a fault with the electricity supply which is the responsibility of the Distribution Network Operator (Northern Powergrid), the fault will be reported to Northern Powergrid.

#### **1.2 Network management:**

The Traffic Management Act 2004 places a duty on local traffic authorities to manage the road network to secure the movement of traffic. The New Roads and Street Work Act 1991 places a duty on local highways authorities to co-ordinate all works and events on the highway network. The Highways Act 1980 places a duty on local highway authorities to protect the public's rights of use and enjoyment of highways.

The Network Resilience & Management Team will be the main point of contact for the BID for any proposals and subsequent consultation process for both standard and complementary services which take place on the highway.

To ensure these duties are carried out the Network Resilience & Management Team of the Council employs a number of schemes to help manage different works.

These include:

- A permit scheme for utility and local authority road works inspections of 10% of utility works to ensure carried out safely, with minimum disruption and reinstated correctly.

- Monitoring of utility work duration and issues of overstay and charges where appropriate.
- The issuing of fixed penalty notices plus licences for skips, scaffolding and hoarding and associated monitoring and enforcement.
- Co-ordination of road works programmes for efficient allocation of road space.
- Co-ordinating and facilitating all events on the highway to ensure effective movement of traffic through arranging all statutory processes and procedures including, but not limited to, temporary traffic regulation orders, road closures, co-ordination of road and street works, administration of traffic management during events and provision of appropriate diversion signing.
- Highway Enforcement issues (Including - but not limited to - 'A' Boards, fly posting, licensing of pavement café's, ensuring highway boundaries etc. but **not** parking issues.)

### **1.3 Roads and footways maintenance:**

The existing streets in Ilkley Town Centre are inspected once a month in order to check for defects (e.g. loose/broken flags in the footway, damaged surfacing/potholes in the road, etc.). For those defects that are deemed to be actionable (e.g. a pedestrian trip hazard or may cause damage to a vehicle) an order for remedial work is placed with our Highway Delivery Unit who will then carry out the work within a set timescale depending on the severity of the defect. Roads and footways outside the town centre boundary are inspected monthly, 3-monthly or annually, depending on hierarchy. The HDU also provide a reactive service to defects, such as potholes, that are reported by members of the public to the Council's Contact Centre.

Through these and other inspection regimes, as well as annual condition surveys, we are able to identify larger-scale works such as carriageway patching/resurfacing and footway resurfacing/reconstruction which are incorporated into works programmes, in priority order. These works are carried out using in-house and 'external' contractual arrangements.

Approval for our larger schemes is via the Portfolio Holder (through delegated powers) or via the Area Committee (Keighley).

### **1.4 Winter Maintenance**

During adverse weather conditions i.e. ice and snow, the Council will undertake footway gritting in accordance with its annual Winter Service Plan allocating resources to the Priority 1F routes initially.

The road network within the demise area will similarly be gritted in accordance with the Winter Service Plan with those roads identified within



the Priority 1 network receiving advance precautionary treatment to keep traffic flowing, Priority 2 routes will receive treatment as and when resources permit after completion of the Priority 1 treatment.

The scope of each priority network (for both footways and roads) will be reviewed annually by the Council.

## **1.5 Parking**

### **Parking**

Ilkley has recently seen a significant change in the way parking is controlled following a comprehensive parking review and consultation exercise.

#### **Parking Spaces**

There are 943 off street parking spaces in the town including 329 operated by the Council and 614 by private car park operators such as supermarkets etc. 28 of the private car park spaces are for general use, the other car parks service specific shops or amenities.

There are four pay and display car parks in and around the town centre, South Hawksworth Street (£1.00 per hour, max stay 6 hours), Wharfe View Road and Railway Road (£1.00 per hour, £5.00 all day), and Boyes car park (£1.00 for 2 hours, £1.00 for each hour thereafter).

There are in the region of 200 short stay pay and display spaces on street in and around the town centre (30 minutes free, £1.00 for up to 1 hour, £2.00 for the max stay of 2 hours) and approximately 240 long stay on street pay and display spaces around the town centre (30 minutes free, £1.00 per hour, £5.00 all day)

Residential areas around the town centre are subject to permit parking restrictions, people who work in the town centre may be eligible for a permit to park in these areas.

The Council has said: "The proposals will help better manage parking in and around the town centre, however we understand concerns expressed by groups such as the Ilkley BID Development Board on the potential impact on people who work in the town centre. We will talk to partners to consider how we can mitigate this."

The Council is also working with the West Yorkshire Combined Authority on developing proposals for greater parking capacity at Ben Rhydding

train station which would help alleviate some of the pressure caused by commuters.

## **2. Cleansing Services:**

### **2.1 Street Cleansing**

The Council provides a street cleansing service with regard to its statutory duty under the Environmental Protection Act 1990. In this, the Authority has a general duty to keep land and roads clear of litter and refuse. This is not prescriptive legislation however and it includes permissive powers for which the Authority has some discretion.

As an example, there is no specific statutory requirement to provide litter bins, but in not doing so, the statutory duty of keeping land free of litter etc would be that much more difficult. The following shows the approach of the Authority to general compliance, which will be modified according to emerging issues and changing need.

### **2.2 Litter Bin emptying**

This work is carried out seven days a week, with a start time intended to clear bins before the arrival of the main pedestrian commuter traffic. This continues throughout the day as required so that no bin is too full as to be unable to be used. A variety of litter bins types are provided with the majority accommodating the deposit of both litter and cigarette ends. Litter bins will be subject to an external cleaning regime to ensure that they are clean and free from residual dirt.

### **2.3 Mechanical sweeping**

It also provides for mechanical sweeping of the pavements and public areas, generally in the mornings.

### **2.4 Removal of Street Litter**

Litter picking commences early in the day at a time intended to clear litter deposited over-night. This is a seven day a week activity with staff deployed on set routes designed according to littering patterns (days of the week and time of day). The work is undertaken by individuals using street carts with basic cleaning equipment.

### **2.5 Cleansing of the broader streetscape**

This will be required at times. This can include the need to remove fly posting and stickers on street furniture as well as graffiti. Racist and offensive materials will be removed as soon as possible following report. Biological hazards such as needles, faeces and body fluids are also treated as a high priority.

N.B there is an agreement for additional service between Bradford Council and Ilkley Town Council that is not covered by this agreement.

## **2.6 Drainage and street gullies**

Planned gully cleaning takes place annually on main arterial routes. Gullies on secondary routes and side roads are cleaned on average every two years. The Council also adopts a proactive maintenance regime based on risk assessment of gully operation at key infrastructure locations such as busy junctions or in areas of steep gradient.

Reactive gully cleaning is also undertaken following reports/request to the Council's contact centre as resources allow.

## **3. Enforcement:**

### **3.1 Wardening**

The Council through the Area Coordinators Office provides Wardens in the town centre. These Wardens operate mainly Monday to Friday with a reduced presence on weekends.

The main duties include:

- Providing a high visibility, reassurance role in the town centre
- Identifying vehicles in contravention of parking, waiting and loading restrictions and issuing PCN's
- Inspecting Pay & Display machines in car parks
- Checking and reporting defective traffic lines and signs
- Reporting city centre issues ASB etc directly to the Police
- Reporting wanted 'nominals' to the Police

Other duties include:

- Litter and dog fouling enforcement
- Monitoring domestic and trade waste issues including fly tipping
- Monitoring activities of street traders, buskers and charity fund raisers
- Reporting faulty street lighting and blocked gullies
- Reporting to Highways Enforcement issues regarding 'A' boards, street cafes and vehicles for sale on the highway etc
- Supporting businesses where necessary

### **3.2 Community Safety**

The Council and wider Community Safety Partnership are committed to improving community safety outcomes for all those living in and visiting

the City Centre through a coordinated approach to tackling Anti-Social Behaviour including street based harassment and crime.

This is achieved through the use of the available legislation such as Public Spaces Protection Orders, Community Protection Notices and Criminal Behaviour Orders.

#### **4. Parks and Green Spaces Services:**

The Councils Parks service currently maintains the town centre sites at an enhanced level of maintenance on behalf of the various council land owning departments. These sites include the Grove, New Brook Street, Station Road, Memorial Gardens, Mill Ghyll and Ilkley Parish Church in addition to various raised beds and permanent planters.

Ornamental Grassed areas are cut weekly from April to October (subject to weather and growing conditions). Planted areas i.e. shrub, rose, and herbaceous beds receive a monthly maintenance visit.

Planting areas are planted with permanent sustainable planting and spring and summer bedding depend on the season ; the Parks Service provides annual bedding plants for displays.

Additional grass and planted areas within the BID area not listed above receive the standard maintenance schedule of 10 grass cuts April to October and planted areas are trimmed and tidied over the winter period.

#### **5 Events**

Provision of events are not a statutory service for the Council, however it is recognised that events contribute to the wider economic and social regeneration of a place.

The Network Resilience & Management Team and other relevant sections of the Council must be consulted for any events that are planned to take place on the highway, to ensure that statutory duties are maintained during the event.

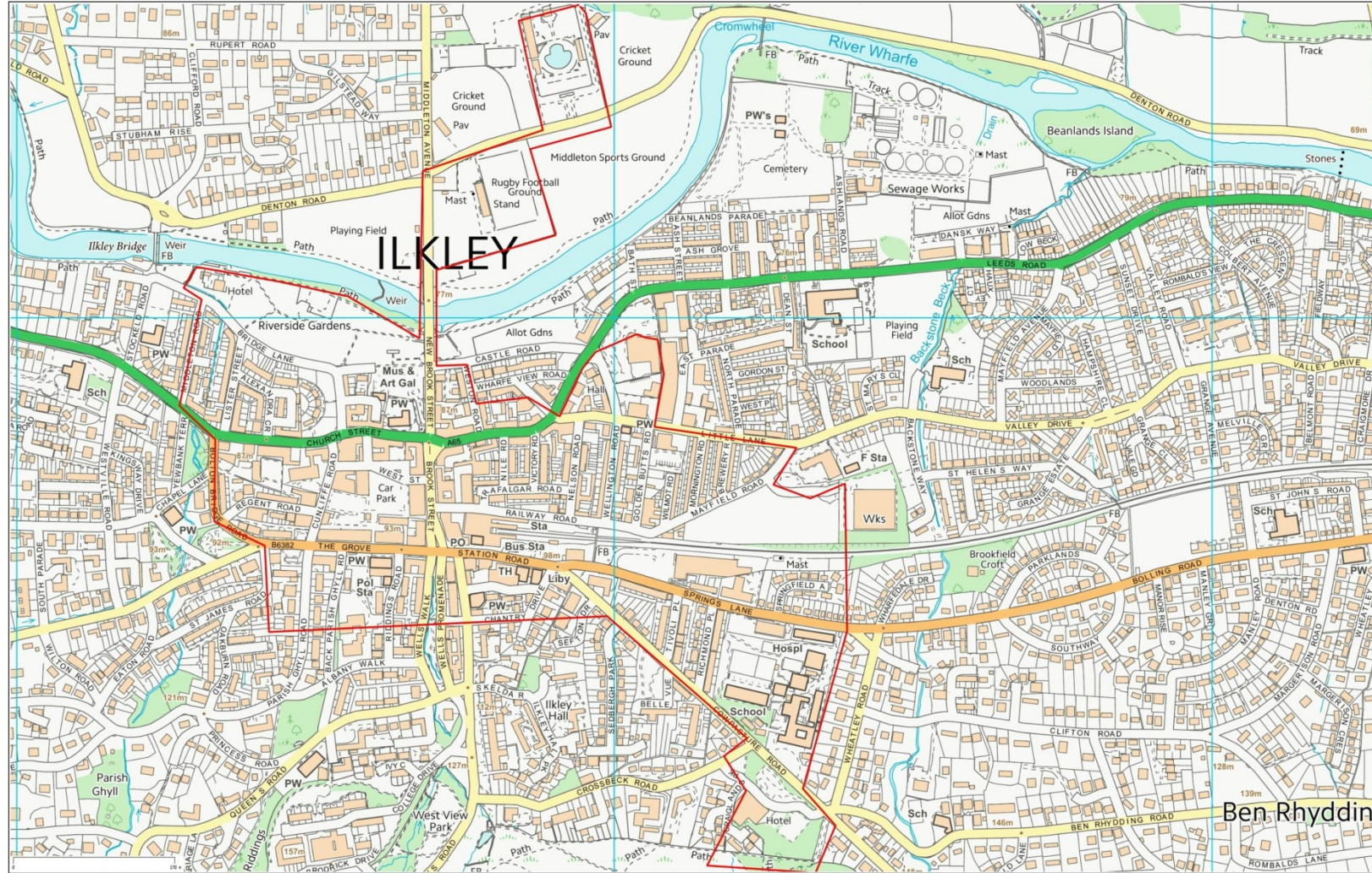
#### **6 Street Trading**

The Licensing Service is responsible for enforcement of street trading restrictions within Ilkley Town Centre and will respond to any complaints of illegal street trading. Street trading is prohibited in Ilkley Town Centre.

**Schedule 2 – Complementary Services**

**PLEASE REFER TO THE Iikley BUSINESS IMPROVEMENT DISTRICT BUSINESS PLAN WHICH IDENTIFIES THE OBJECTIVES AND THERIN THE PROJECTS THAT WILL DELIVER THESE COMPLEMETARY SERVICES.**

**Schedule 3 BID Area Map follows**



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