

**Southport Business Improvement District Baseline Agreements**

**Dated**

**Sefton Metropolitan Borough Council  
Southport BID Company**

## **Baseline Agreement for Provision of Services**

### **Dated**

### **Between**

(1) **SEFTON METROPOLITON BOROUGH COUNCIL** (the Council) of Southport Town Hall  
; and

(2) **SOUTHPORT BID COMPANY** (the BID Company) registered as a company limited by  
guarantee in England with company number xxxxxx whose registered office is at xxxxxxxxxxxx

### **Recitals**

- A The Council is the local authority for the purposes of the Local Government Act 2003 and is responsible for providing the Standard 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 Services provided by the Council within the BID Area and to set the Benchmark Criteria against which the provisions of the Services are to be assessed.

### **It is agreed:**

#### **1 Definitions**

**BID Area** means that area within which the BID operates shown [.....] on the plan attached

**BID** means the Business Improvement District which is managed and operated by the BID Company

**BID Proposal** means the plan voted for by the BID Levy Payers which sets out the objectives of the BID

**Services Agreement(s)** means the agreement entered into on between the (insert name of Provider) and (insert name of the BID Company) or such further agreements as may be entered into by the BID Company for the provision of services within the BID Area which are complementary to the Standard Services]

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

**Complementary Services** means services provided by the Council or delivered by the BID Company that are in addition to the statutory or regular services provided by the Council

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

- (a) sets out the Service which the notice relates to;
- (b) states which of the Services are not being adhered to by the contractor or provider of the Service;
- (c) requests the Council to liaise directly with the provider or contractor for the purposes of securing compliance with the 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)

**Standard Services** means those services which are provided by the Council within the BID Area as set out in Schedule 1 which identifies those services which it is required to undertake as part of its statutory function as local authority and also services undertaken which are additional services to those usually provided as part of its statutory function

## **2 Statutory Authorities**

2.1 This Agreement is made pursuant to Part IV of the Local Government Act 2003 and Section 111 of the Local Government Act 1972 and all other enabling powers

## **3 Commencement**

3.1 The terms of this Agreement shall take effect upon the date of this Agreement

## **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

4.1.2 in the event that the Council is to alter the way in which it meets the Standard Services within the BID area set out in Schedule 1, due to a change in legislation, its financial position, or its priorities it shall carry out the following for the BID Company:

- (a) identify the alterations to be made;
- (b) provide a detailed explanation of why the alterations are to be made; and
- (c) state the date upon which the alterations will come into effect.

4.1.3 in the event that the Council is unable to continue to fund the Standard Services set out in Schedule 1 due to a change in its financial position, or its priorities it shall carry out the following for the BID Company:

- (a) identify which part or parts of the Standard Services it is unable to provide;
- (b) provide a detailed explanation of why such identified Standard Service is to be withdrawn; and
- (c) state the date upon which the Council will cease to operate the identified Standard Service.

4.1.4 when undertaking reviews of parts of the Standard Services to consult with the BID Company on the provision and delivery of those Services and on how they may be provided more efficiently or effectively

4.1.5 upon receipt of a Failure Notice from the BID Company to use reasonable endeavours to secure the improvement of the Standard Service from the contractor or provider to meet the Baseline Criteria

## **5 Monitoring and Review**

5.1 The Council and the BID Company shall:

- 5.1.1 monitor the carrying out of the Standard Services
- 5.1.2 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
- 5.1.3 identify the need for any improvement or alteration to the Standard Services.

## **6 Joint Obligations**

6.1 Both the Council and the BID Company agree:

- 6.1.1 to carry out an annual review of the Standard Services to be provided and make such amendments to the level of services as may be possible with regards to existing contractual obligations and agreements.

## **7 Licence**

- 7.1 The Council hereby grants a licence to the BID Company, its agents or Service Provider to enter onto into or upon any land within the Council's ownership or the highway for the purposes of carrying out Complementary Services, provided that the BID Company has obtained the prior written agreement of the Council.
- 7.2 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, consult with the Council on the method of delivery of those Complementary Services.
- 7.3 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.
- 7.4 The BID Company shall ensure that it meets the insurance and liability requirements of the Council in respect of the undertaking of the Complementary Services which are undertaken on, in or upon any land within the Council's ownership or the highway.

## **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; or
  - (c) the agreement of both parties.

## **9 Notices**

- 9.1 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

## **10 Miscellaneous**

10.1 For the avoidance of doubt where any part of this Agreement is incompatible with the Regulations or any other regulations which the First Secretary of State may issue pursuant to Part IV of the Local Government Act 2003 then such part shall be struck out and the balance of this Agreement shall remain

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

10.3 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

10.4 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

10.5 References to the Council include any successors to its functions as local authority

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

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

11.1 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 statute byelaws statutory instruments orders and regulations in the exercise of its functions as a local authority

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

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

## **13 Dispute Resolution**

13.1 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 below.

13.2 In the first instance each of the Council and the BID Company shall arrange for a senior representative to meet solely in order to resolve the matter in dispute. Such meeting(s) shall be minuted and shall be chaired by *[insert here]*. Such meeting(s) shall be 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 at the discretion of the chairman.

13.3 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:

13.3.1 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 organization as agreed by the parties asking them to nominate a mediator;

13.3.2 the mediation shall commence within 28 days of the Mediation Notice being served;

13.3.3 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);

13.3.4 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;

13.3.5 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.

## **14 Arbitration**

14.1 Should any dispute remain unresolved following the process set out in Clause 14, the parties shall jointly appoint the arbitrator not later than 28 (twenty eight) days after service of a request in writing by either party to do so

14.2 If the parties are unable to agree within 28 (twenty eight) days as to the appointment of such arbitrator then such arbitrator (hereinafter referred to as “the Tribunal”) shall be appointed on the application of either party to the President for the time being of the Law Society

14.3 In the event of a reference to arbitration the parties agree to:

(a) prosecute any such reference expeditiously; and

(b) do all things or take all steps reasonably necessary in order to enable the Tribunal to deliver any award (interim, final or otherwise) as soon as reasonably practicable

14.4 The award shall be in writing signed by the arbitrator

14.5 The award shall be final and binding both on the parties and on any persons claiming through or under them.

**Executed/Signed by the parties**

**SCHEDULE 1 – The Standard Services**

The purpose of this schedule is effectively to set the "baseline" for the services. The Schedule identifies services (within the relevant service area) which the Council is required to provide as part of its statutory duties (e.g. refuse, maintenance of highway etc.)

The Schedule also sets out those services which the Council provides as part of its "standard" routine but which are above those provided as part of its usual statutory function. The point here being that the BID Company should nonetheless consider this part of the standard service provided by the Council in that BID Levy funds should not be used to fund initiatives which the Council has already committed itself to/provide

**Baseline Activity:      Cleansing Services**



<p>Number of Staff and Equipment deployed in BID area</p>	<p>Street Cleansing staff = 4 staff.  Refuse collection = 2 teams  ( 1 domestic &amp; 1 commercial) = 6 staff in total  Litter bins = 2 staff ( 1 days &amp; 1 nights)  Toilets cleansing – private contractors x 2  (DANFO &amp; Kapital Kleen)  Supervisor / ACO = 1 staff.</p> <p>Cleansing sweep the area on a daily basis using small, large and pavement equipment, in the centre of the BID area up to 3 times per day.</p> <p>Additional cleansing is undertaken for special events and during the summer period.</p> <p>Refuse collection is weekly using a grey/green alternating refuse service or sack collection / wheeled bin operation</p> <p>A commercial waste operation is also available for any commercial customers at competitive rates</p> <p>Toilets ( charge 30p entry) are also available from 7am to 9pm</p> <p>Litter bins are emptied daily and at nights ( 2 empties per day)</p>
<p>Specification / Nature of Activity</p>	<p>Refuse Collection &amp; Street Cleansing</p>
<p>Performance Measures</p>	<p>Performance is measured by ACO's daily for street cleansing and the toilets are inspected by cleansing staff at least twice daily</p>
<p>Non compliance procedure</p>	<p>Toilet cleansing non compliance is dealt with via a contractual default or financial penalty</p>
<p>Existing value of contract</p>	<p>N/A</p>
<p>Boundary area</p>	<p>The BID Area</p>
<p>Proposed additional activity to be undertaken by BID</p>	<p>To be determined following consultation</p>

Annual cost of additional activity to be undertaken by BID	To be determined following consultation
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**Baseline Activity: Public Space CCTV System**

Equipment deployed in BID area	<p>Fully functional CCTV cameras recorded 24 hours per day 365 days per year</p> <p><b><u>Cameras are located at:-</u></b></p> <p>Lord Street/Coronation Walk  Promenade/Coronation Walk  Promenade/Neville Street  Lord street Union Street  Eastbank Street/Lord Street  Scarisbrick Avenue/West Street  Chapel Street/London Street  Ocean Plaza/Marine Parade  Southport Town Hall/Princess Gardens  Eastbank Street Sq/Lord Street  Tulketh Street Car Park  Eastbank Street/Talbot Street  Portland Street/King Street  Coronation Walk/West Street  Waverley Street/Hume Street  Neville Street/Bath Street  Lord Street/Hill Street  Chapel Street/Tulketh Street  Cambridge Arcade  Lord Street/Monument Square  Chapel Street  Chapel Street  Chapel Street/Corporation</p>
Specification / Nature of Activity	<p>To reduce the fear of Crime  To reduce Crime  To enhance the night time economy  General Public safety  Reduce anti social behaviour</p>

Performance Measures	Home office – Surveillance Camera Code of Practice Pursuant to section 29 of the Protection of Freedoms Act 2012
Non compliance procedure	To be confirmed
Existing value of contract	.
Boundary area	
Proposed additional activity to be undertaken by BID	To be determined following consultation
Annual cost of additional activity to be undertaken by BID	To be determined following consultation

**Baseline Activity: Car Parking**

Number of Staff and Equipment deployed in BID area	<p>Parking Enforcement staff on-street and off-street combined – 6 FTE at any one time.</p> <p>Pay on Entry Car Parks staff – 1 FTE at any one time</p> <p>Parking enforcement admin support staff 4.4FTE.</p> <p>SMBC off street car parking provided as follows:</p> <p>Tulketh Street East – Pay and Display  Tulketh Street West – Pay and Display  Central 12 – Pay and Display (managed on behalf of owner)  Seawall, Marine Drive – Pay and Display  Floral Hall – Pay and Display  Esplanade – Park &amp; Ride Mon – Sat and Winter Sundays  Esplanade – Pay on Entry Summer Sundays  Fairway – Park &amp; Ride Summer Sundays</p> <p>Penalty Charge Notices (PCNs) issued to vehicles parked in contravention of the on and off street parking regulations. PCNs issued by Civil Enforcement Officers (CEO's) using hand held computers (HHC) and</p>
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	<p>cameras, integrated software used to monitor and follow up unpaid PCNs.</p> <p>137 Pay &amp; Display Machines on-street 25 Pay &amp; display Machines off-street</p> <p>Tulketh Street and Esplanade car park occupancy monitored by induction loops and radio telemetry which is in turn linked to variable message signage on the main roads leading into the town centre.</p> <p>There are a significant number of off-street car parks in the area operated by private companies.</p> <p>There are also a significant number (1400+) of on-street pay and display spaces monitored and controlled by SMBC</p>
Specification / Nature of Activity	On & Off Street parking enforcement of the relevant Traffic Regulation Orders is in accordance with the Traffic Management Act 2004 and associated guidance.
Performance Measures	<p>Parking enforcement monitored by annual return by LCC to the Home Office.</p> <p>Civil Parking Enforcement operations monitored by the Traffic Penalty Tribunal (TPT) by returns supplied to TPT by SMBC.</p> <p>Operation of the On &amp; Off Street parking operation monitored by SMBC under the portfolio of the Cabinet Member - transportation.</p>
Non compliance procedure	
Existing value of contract	
Boundary area	The extent of the BIDS area
Proposed additional activity to be undertaken by BID	To be determined following consultation
Annual cost of additional activity to be undertaken by BID	To be determined following consultation

**Baseline Activity: Parks, open spaces and gardens**

<p>Number of Staff and Equipment deployed in BID area</p>	<p>Facilities provided:</p> <ul style="list-style-type: none"> <li>• Victoria park</li> <li>• Southport flower show ground ( leased to Southport flower show company)</li> <li>• Kings gardens</li> <li>• Princes park</li> <li>• Marine lake</li> <li>• Southport municipal golf course</li> <li>• Lord street gardens</li> <li>• Bandstand gardens</li> <li>• Town hall/Princess Diana Gardens</li> <li>• Street side trees though out the area</li> </ul> <p>All work let to contract</p>
<p>Specification / Nature of Activity</p>	<p>*Management of the parks, open spaces and gardens          * Management of street side trees</p> <p>Grass is maintained to a specified height of cut as opposed to a set frequency. In the locations outlined in the report it would be fair to say this is on average every 10 – 14 days, but this is partly subject to growing conditions. E.g. we can increase cutting during period of rapid growth, or reduce cutting in dry periods. Grass is cut using different machinery depending upon access, e.g. pedestrian mowers are used in small areas along Lord Street etc, whereas the larger areas and parks are cut using ride on mowers and tractor mounted rotary units.</p> <p>Other horticultural maintenance varies seasonally, e.g. in spring and summer during the growing season we weed spray, hedge trim, cut grass, weed beds, water, deadhead etc. Shrub pruning, edge off lawns, bed clearance and preparation and planting new schemes are normally done between September – March.</p> <p>Summer Bedding is planted in June and will provide a display until mid September, we no longer have provision for Spring bedding</p>

	The sites and bins are checked daily and emptied as required. The sites are litter picked twice per week although this can be changed to meet with periods of demand. There are some exceptions to this as there is cross over from other departments, e.g. Lord Street bins are emptied by Cleansing and Promenade and Princess Park are done by Tourism
Performance Measures	* maintenance and management to an appropriate standard within the available resources
Non compliance procedure	
Existing value of contract	
Boundary area	
Proposed additional activity to be undertaken by BID	To be determined following consultation
Annual cost of additional activity to be undertaken by BID	To be determined following consultation

**Baseline Activity: Events section within Economy & Tourism Service**

Number of Staff and Equipment deployed in BID area	Events team of 2 direct staff that are supported by various other Sefton officers as required.
Specification / Nature of Activity	<p>Staging and development of destination events that are designed to bring footfall and spend to Southport.</p> <p>Direct delivery of a mix of free and paid events which for 2013 comprise 4 major events – Airshow, British Musical Fireworks, Food &amp; Drink Festival and Jazz Festival.</p> <p>Operational support for Xmas lights switch on and to</p>

	a variety of other community driven events.
Performance Measures	Number of attendees Value of spend Commercial performance against business plan
Non compliance procedure	N/A
Existing value of contract	N/A – designed to be cost neutral
Boundary area	Effectively within the boundary of the BID
Proposed additional activity to be undertaken by BID	To be determined following consultation
Annual cost of additional activity to be undertaken by BID	To be determined following consultation

**Baseline Activity: Destination Marketing**

Number of Staff and Equipment deployed in BID area	Two full time staff based in Southport Town Hall One FTE based in Bootle Town Hall
Specification / Nature of Activity	Destination marketing activity to include: <ul style="list-style-type: none"> <li>• Short break / day trip leisure marketing activity (including support for retail &amp; restaurant sectors)</li> <li>• Business tourism (conference) marketing activity</li> <li>• Travel trade (operators / GTOs) marketing activity</li> <li>• Golf marketing activity (as a contributing member of England's Golf Coast).</li> <li>• Management &amp; support of Southport Tourism Business Network (STBN)</li> </ul>

	All the above to be supported by a combination of traditional and digital marketing activity
Performance Measures	<p>Performance will be measured via data captured from STEAM, tourism data capture and other sources.</p> <p>Measures will include:</p> <ul style="list-style-type: none"> <li>• Visitor numbers per year</li> <li>• Value of Spend - £m per year</li> <li>• Coach numbers per year</li> <li>• Number and value of conferences annually</li> <li>• Number of tourism FTE jobs supported in the borough</li> <li>• Value of golf tourism</li> <li>• STBN – number of members and value of annual subscriptions</li> <li>• Number of tourism businesses in BID area</li> <li>• Vacant retail units</li> <li>• Bed stock (number of bedrooms in Southport)</li> </ul>
Non compliance procedure	To be confirmed
Existing value of contract	SMBC budget for tourism marketing activity for 13/14 is £75K. in 13/14 STBN contribution is circa £40K and circa £100K is available from ERDF (Partners for Growth project finished June 13)
Boundary area	<p>Southport / borough of Sefton</p> <p>Nb Whilst the tourism industry is centered around Southport and the BID area, businesses outside the BID area contribute to and benefit from a successful visitor economy. Additionally many residents from the south of the borough are employed in tourism jobs within the BID area.</p>
Proposed additional activity to be undertaken by BID	To be determined following consultation
Annual cost of additional activity to be undertaken by BID	To be determined following consultation



**Baseline Activity: Winter Service**

Number of Staff and Equipment deployed in BID area	There are currently 8 carriageway gritting routes and 4 footway gritting routes. The BID area forms part of 3 of the carriageway routes and 1 of the footway routes.
Specification / Nature of Activity	<p>The Highways Act 1980 Section 41 and 58 clearly state that the Highway Authorities have a statutory duty to maintain the highway and must at all times take reasonable care to ensure that the highway is not dangerous and that the standard of maintenance is appropriate for a highway of that character and used by such traffic. It must also ensure that a competent person must supervise maintenance work, having received proper training with regard to the highway.</p> <p>The Railways and Transport Safety Act 2003 (section 111) has inserted an additional section (41(1A)) to the Highways Act 1980 which places a duty on Highway Authorities in respect of winter conditions, as follows:-</p> <p>‘In particular, a Highway Authority is under a duty to ensure, so far as is reasonably practicable, that safe passage along a highway is not endangered by snow or ice’. The effective date of this duty is 31st October 2003.</p> <p>Whilst it must be accepted that it is impossible on the grounds of both practicality and economy to prevent the formation of ice and snow on all of the borough’s roads and footways, Sefton Council Network Management will use its’ best endeavours to meet its’ statutory duty by minimising the detrimental effects of ice and snow on the highway user..</p>
Performance Measures	The minimum response for treatment times of footways and carriageways are stipulated in the contract document
Non compliance procedure	To be confirmed
Existing value of contract	.

Boundary area	As previously stated the routes cover the whole borough. Maps are attached of the footway and carriageway routes that include the BID area.
Proposed additional activity to be undertaken by BID	To be determined following consultation
Annual cost of additional activity to be undertaken by BID	To be determined following consultation

**Baseline Activity: Highways**

Number of Staff and Equipment deployed in BID area	Works and resources are not able to be defined to specific areas unless specific schemes delivered within the boundary.
Specification / Nature of Activity	<p><b>Levels of Service for all areas</b></p> <p><b>SAFETY:</b> Ensure that assets meet safety standards and are safe as reasonably practicable.</p> <p><b>CONDITION:</b> Ensure that the asset is fit for purpose to the benefit of all users</p> <p><b>VALUE FOR MONEY:</b> Ensure that the management of the asset provides value for money</p> <p><b>ENVIRONMENTAL:</b> To manage the assets in an environmentally sensitive way</p> <p><b>OPERATIONAL:</b> To ensure management of the asset minimises disruption</p> <p>Carriageway – The full road construction including kerbs, gullies, highway drainage (excluding public sewers), road markings and studs, verges, traffic islands and lay-bys.</p> <p>Structures – Bridges, culverts, retaining walls, sign gantries, underpasses/subways, cantilever road signs, tunnels, high mast lighting columns, structural earthworks and chambers/cellars/vaults.</p> <p>Footways/cycleways – This only includes adopted footways and cycleways adjacent to the carriageway. Generally it will not include public rights of way as usually these are not</p>

	<p>owned by the authority.</p> <p>Highway Lighting – As well as the actual street lights this will also include illuminated bollards and illuminated traffic signs.</p> <p>Street Furniture – This includes any items of street furniture on or immediately adjacent to carriageways, footways, cycleways or verges. For example: non-illuminated signs and bollards, street name plates, benches and litter bins. It does not include, for example, bus shelters which are owned by others.</p> <p>Traffic Management Systems – This includes traffic signals together with all associated on-site equipment, traffic management control systems, CCTV cameras for traffic control (as opposed to security) purposes and automatic number plate recognition cameras, on-street pay and display machines and variable message signs. It does not include road safety cameras, which are owned by others.</p>
Performance Measures	<p><b>SAFETY</b></p> <p><b>Whilst taking appropriate care, users are able to walk / cycle within defined routes with some confidence of their own safety.</b>  <i>(issue relates to lighting and footway / cycleway maintenance, improve existing and develop new routes )</i></p> <p><b>Whilst taking appropriate care, users are able to travel on transport assets with some confidence of their own safety and in a comfortable manner.</b>  <i>(issue relates to skid resistance, pot-holes, general highway maintenance, road markings, street lighting and signs, CCTV, construction of new assets)</i></p> <p><b>Whilst taking appropriate care, users are able to travel on the transport network during times of inclement weather with some confidence of their own safety.</b>  <i>(issue relates to winter maintenance schedules, flooding)</i></p> <p><b>To address user concerns in wanting to reduce vehicle speeds in residential areas</b>  <i>(issue relates to the introduction of traffic management measures)</i></p> <p><b>CONDITION</b></p> <p><b>To address user’s aspirations that the asset provided is fit for purpose.</b>  <i>(issue relate to street lighting, UTC, structures and general highway maintenance, also cleansing)</i></p> <p><b>VALUE FOR MONEY</b></p> <p><b>To address user’s concerns that the asset used provides value for money</b>  <i>(issue relates to planned / reactive maintenance)</i></p> <p><b>To address user’s expectations for an emphasis on longer life solutions to be adopted for improvement works</b></p>

*(issue relates to planned / reactive maintenance)*

**To utilise re-cycled materials and to ensure end-of life materials are re-cycled where this gives value for money**

#### **ENVIRONMENTAL**

**To address user's concerns that bins will be emptied in a regular fashion**

*(issue relates to cleansing maintenance)*

**To respond to user's aspirations for green space (Highway Verges, Roundabouts etc..) where appropriate**

*(issue relates to green initiatives)*

**To respond to user's aspirations for more attractive residential and public realm spaces**

*(issue relates to aesthetic initiatives)*

**For users to see that the council is taking a lead in reducing its carbon footprint**

*(issue relates to re-cycling, use of vehicles, energy saving)*

**To manage the network to reduce the impacts of noise and poor air quality.**

**To minimise waste generated by management of the network and ensure it is handled in accordance with statutory requirements**

#### **OPERATIONAL**

**That effective directional information is provided to allow users to undertake their journeys safely and quickly**

*(issue relates to road marking maintenance, sign selection and location, cleaning and vegetation maintenance)*

**That maintenance is undertaken to minimise disruption to users of the assets.**

*(issue relate to planned / reactive maintenance and street works co-ordination)*

**That the management of the asset increases reliability for the users**

*(issue relates to general maintenance, UTC, improve existing network)*

#### **Carriageway**

*Frequency of Repairs kept to a minimum*

*Quality of Repairs*

*Quality of existing road surfaces*

*Reduction in traffic congestion*

*No flooding*

#### **Structures**

*Speed of Repairs*

*Structure to remain in use*

#### **Footways / Cycle Tracks**

*Quality of existing surfaces*

*No trip hazards*

*No litter or dog fouling*

*Cycle tracks kept free from debris*

#### **Highway Lighting**

*Brightness of the Street Lighting*

*Speed of Repairs*

	<p><i>Improved Lighting in crime hot spot areas</i>  <i>Aspirations for the council to be environmentally 'Greener'</i>  <b>Street Furniture</b>  <i>Road Signs legible</i>  <i>Bins emptied on a regular basis</i>  <i>Street Furniture to have an aesthetic appeal</i>  <b>Traffic Management Systems</b>  <i>Traffic Signals remain in operation</i>  <i>Safe pedestrian crossing facilities</i>  <i>Reduction in traffic congestion</i></p>
Non compliance procedure	To be confirmed
Existing value of contract	.
Boundary area	
Proposed additional activity to be undertaken by BID	To be determined following consultation
Annual cost of additional activity to be undertaken by BID	To be determined following consultation