



Staff Report

File #: REPORT 17-0629, Version: 1

Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of November 14, 2017

**UPDATE ON OPTIONS FOR A SOUTH BAY BIKE SHARE
PROGRAM AND TEXT AMENDMENTS TO THE HERMOSA
BEACH MUNICIPAL CODE TO ESTABLISH A PERMITTING
PROCESS REGULATING THE PLACEMENT OF BIKESHARE
BIKES IN THE PUBLIC RIGHT OF WAY AND PREVENT
BIKESHARE OPERATORS FROM OPERATING WITHOUT
A PERMIT IN THE CITY OF HERMOSA BEACH**

(Environmental Analyst Leeanne Singleton)

Recommended Action:

It is recommended that the City Council:

1. Introduce on first reading and adopt ordinance 17-XX (Attachment 1) establishing a permit requirement for bikeshare operations, and establishing administrative penalties for failure to obtain and/or for parking any bicycle that is not part of a City-permitted program in the public right-of-way; and,
2. Provide direction to the City Manager on whether to pursue one of the following options for bikeshare operations:
 - Establish a permitting program that would allow multiple bikeshare operators to offer their services in Hermosa Beach and use designated public right of ways for parking bikeshare equipment
 - In collaboration with neighboring cities, coordinate with one of the existing operators in LA County to join an existing bikeshare program
 - Solicit proposals, in collaboration with neighboring cities, to negotiate with an operator for exclusive operation of a bikeshare program in the beach cities; or
 - Do not further pursue a bikeshare program at this time.

If Council provides direction to establish a bikeshare program, staff recommends pursuing a one year pilot permitting program that would allow multiple operators.

Background:

The City of Hermosa Beach has been coordinating with the cities of Manhattan Beach, Redondo Beach, and El Segundo, as well as the Beach Cities Health District to explore the development of a Bikeshare Program for the Beach Cities. Bikesharing is an additional transportation choice, ideal for short distance trips providing users the ability to pick up a bicycle at a variety of designated locations

and return it to any other location within the system's service area. These bikeshare services allow users to only pay for the bike while they are actually riding the bike, with the bike checked back in at the end of the trip and available for another user to check out. The technology associated with bikeshare equipment has evolved rapidly in the last year, with several companies now offering dockless bikeshare equipment in which the bike self-locks, meaning that it can be left virtually anywhere in the public right of way and has the potential to create a nuisance condition if not addressed in the municipal code.

Establishing a bike share program in Hermosa and the South Bay has been a topic of discussion in various Hermosa Beach commission and City Council discussions in recent years as an opportunity to expand transportation choices for residents and visitors to Hermosa Beach. The 2016 Strategic Plan identified Bike Sharing as an item “on the horizon” for 2017-2021 and PLAN Hermosa, the city’s integrated General Plan and Coastal Land Use Plan adopted in 2017 includes policies and implementation actions associated with expanding transportation options and facilitating bicycle rentals in the Coastal Zone.

Local Bike Rental Shops

Hermosa Beach has shops that rent bicycles to the public, but other nearby cities have lost bicycle rental concessions in recent years, which is part of the motivation for exploring bikesharing options within the beach cities. While there is some overlap with the potential users or customers between a bikeshare system and bicycle rental shops, most bikeshare systems tend to focus on providing another commuting option, 24-hour service, app-based payment systems, and providing flexibility/options for where bikes are picked up and dropped off, while bicycle rental shops tend to be geared more toward recreational use by visitors/tourists that are picked up and dropped off in the same location during daytime hours. Bicycle rental shops also tend to offer a range of rental equipment (road bikes, kids bikes, tandem bikes) that they offer for rental, where most bikeshare companies offer just one type of bicycle and restrict use to those 16 years or older.

In the beach cities there are a total of eight shops that offer bicycle rentals on an hourly or daily basis. There are currently no shops in Manhattan Beach that offer bike rentals, three in Hermosa Beach (although one is closing) and five in Redondo Beach/Torrance. There is currently one local bike rental shop that offers electric bikes. Staff has met with local shops that offer bike rentals and found that they are concerned about a possible launch of a bike share program. Information on each bike shop that offers rentals in the beach cities is provided in the table below.

Local Bike Shop Rental Comparisons

Rental Shop	Location	Hours	Equipment Offerings	Rental Rates
Hermosa Cyclery	Hermosa Beach	9 AM – 7 PM	Cruiser, Hybrid, Road, Tandem, Kids Bikes	\$7-\$10/ hr \$21-\$30/day
Jeffers Beach Rentals	Hermosa Beach	9 AM - 6 PM	Cruiser	\$7/hr
Motion Bike Shop	Hermosa Beach	Fri – Mon: 10 AM – 5 PM	Cruiser, Hybrid, Road Bikes	\$8 - \$15/hr \$18-\$75/day
Marina Bike Rentals	Redondo Beach	M-F: 10 AM Sat/Sun: 9AM - Sunset	Cruiser, Hybrid, Tandem, Kids Bike, Trailer and Tag-Along	\$9-\$15/hr \$27 - \$45/day
Pedego	Redondo Beach	Tues – Sun: 10 AM – 5:30 PM	Cruiser Pedal, E-Bike and E-Tandem, Trailer	E-Bikes: \$20- \$25/hr \$75 - \$100/day Pedal Bikes: \$14/half day \$25/day
Perry's	Redondo / Torrance Beach	8:30 AM – 5:00 PM	Cruiser, Tandem, Road, Kids Bike	\$8 - \$22/hr \$25 - \$54/day
Sprocket Cycles	Redondo Beach	M-F: 10 AM – 7 PM Sat: 10AM – 6PM Sun: 10 AM – 5PM	Road, Mountain, Cruiser, E -bike	\$40 - \$120/day
Corbin's Redondo Beach	Redondo Beach	M-F: 10 AM – 7 PM Sat: 10AM – 6PM Sun: 10 AM – 5PM	Cruiser	\$5/hr \$25/day

Many of the bikeshare operators have found success in partnering with local bicycle shops in the

service area to support maintenance needs, customer purchases of accessories, and re-directing users to the shops for more versatile equipment.

Bikeshare Technology and Equipment

There is an array of equipment options for bike share programs. As technology advances, more equipment has become available and older equipment has become obsolete. Most bike share programs today have one of three setups: Smart Dock with charged docking stations, Smart Bikes with or without bike racks, and Electric Assist Bikes (E-bikes) with charged docking stations.

1. Smart Dock with Charged Dock Stations



For a Smart Dock system, the customer performs transactions with the kiosk at the Smart Dock station often reserving a bike through a mobile app or the internet first. Once the customer has checked out a bike and would like to return it, the customer must physically return the bike to another Smart Dock station within the system boundary (i.e. the geographic area within which bike share customers may ride without incurring a penalty fee). Bikes under a Smart Dock system must always be docked in a station if they are not being used. Due to these restrictions - bikes always having to be docked, the system boundary and service area - the portion of the community within convenient walking distance of a bike share station - are the same. Logistically, some cities have found this easier when implementing a bike share program and defining the area of service despite the lack of flexibility for customers in having to plan trips around availability of bikeshare stations. A drawback of this system are the docking stations themselves, which require a power source and maintenance to accept payments.

2. Smart Bike with or without Bike Racks

A Smart Bike removes the need for docking by having the customer interface on the bike itself coupled with the integration of GPS to track each individual bike. Each bike location is reflected in an interactive map provided to the customer via the internet or phone application. Bike share programs that use Smart Bikes either have branded bike racks with information panels or do not need to be physically locked to anything (back wheel lock). Smart Bikes can be returned to any bike rack, or parked in areas designated for bicycle parking. Often a fee is incurred for leaving a Smart Bike outside of the system boundary. Since Smart Bikes do not have to be docked, every customer can

return a Smart Bike or check out a Smart Bike from anywhere in the service area. Smart Bike provides more flexibility to customers with minimal additional, logistic complications to the bike share system. However, the flexibility can also create a need to rebalance the distribution of bikes and the challenge of users parking bikes that are inaccessible to the general public. Due to Smart Bike's flexibility, Smart Bikes often have to be rebalanced. Rebalancing requires picking up bicycles that haven't been returned to the bike share bike racks and redistributing them based on demand by the operators. The other complication is establishing the service area and system boundary since Smart Bikes can essentially be taken anywhere.

3. E-Bike with Charged Dock Stations

E-bike bike share programs have the same concept as Smart Dock except the bicycles are charged to provide an electric assist to the rider. Each kiosk must be A/C powered in order to implement an E-bike bike share system. Solar powered docking stations and batteries are on the rise for E-bikes, but are not as readily available due to bike charging complications. Many bike share equipment providers are working to change this and make batteries and renewable energy the main source of power for E-bikes. The customer will check out the bike using the kiosk, reserving the E-bike via a mobile app or the internet first, and upon riding can be provided with an electric assist on average up to 20 mph. Other E-bikes on the market can exceed this speed, but due to the increased risk of injury with increased speed, bike share programs that are attempting to incorporate E-bikes into their systems opt for the lower speed E-bikes. Each E-bike must be returned and docked into a charged docking station.

E-bikes cater can cater to a broader demographic, can serve longer length trips, and are also an option for a steep or hilly terrain, such as some east/west corridors in the Beach Cities. The major drawback for most cities with E-bikes is the obstacle of laws surrounding motorized vehicles being parked on sidewalks, and speed restrictions at which a license is required from the DMV; E-bikes have motors while other bicycles do not and the law is still catching up to make the distinction. E-bikes may also require additional training or education or safety precautions given the higher speeds at which they can travel.

Current Bikeshare Operators

In recent years, bike sharing systems have become popular in many cities around the globe as a way to expand transportation choices. According to the Bike Sharing World Map (Attachment 4), in October 2017 there were a total of 1,422 bike share systems operating worldwide, 400 cities pursuing a bike share program, and 157 programs that are no longer operating. As of 2016, there were more than 55 different systems operating in U.S. cities. These systems have continued to grow in the number of trips taken each year, with more than 28 million trips nationwide in 2016.

1. Local Bikeshare Operations

Systems already operating in LA County include the City of LA, Long Beach, Santa Monica, West Hollywood, Pasadena, with Beverly Hills and Culver City actively pursuing development of or

participation in a bike share program. Currently, there are two different operators of bike share systems in LA County:

- **Cyclehop**, which operates in Santa Monica, Long Beach, West Hollywood and will soon be operating in Beverly Hills, Westwood, and Culver City. CycleHop runs their own operational services and is provided equipment by Social Bicycles. CycleHop offers Smart Bikes, but have recently made E-bikes available. Smart Bikes do not need to be returned to a station upon ride completion, making a Smart Bike, bike share program more flexible compared to a traditional Smart Dock system.
- **LA County Metro**, which is operating in Downtown LA and has recently expanded to Pasadena, Venice, and San Pedro. Los Angeles County Metropolitan Transportation Authority (Metro) operates the Metro Bike Share program. Metro Bike Share is provided equipment by BCycle and operational services by Bicycle Transit Systems. Metro currently utilizes a Smart Dock system, but will be launching Smart Bikes in 2018. At this point in time, Metro's service area expansion focus is on areas adjacent to their light rail and high traffic bus operations as a way to enhance transit accessibility.

Additionally, several of the market-based bikeshare operations, described in more detail below, have indicated that they are also in discussions with cities in LA County to launch programs, including announcements in early November of bikeshare program launches in Griffith Park and LA City Council District 15 (from San Pedro to Watts).

2. Joint-City/Regional Bike Share Program Service Providers

Since each of the beach cities are relatively small in geographic area, a joint-operation or compatible programs is an area of need for the long-term success of the program. With that in mind, staff explored other joint-city or regional program operations to gain a better understanding of the considerations. Four of the five largest programs in the US are joint-city, regional bike share programs.

- **Capital Bikeshare** (Greater Washington D.C.) is the one of the largest regional bike share programs in the United States. Capital Bikeshare consists of over 3,700 bicycles with 440 stations, and spans five cities and two states. In 2008, the District of Columbia launched the first bike share program in North America with 120 bikes and 10 stations serving downtown Washington D.C. SmartBike D.C. ran in operation for two years. In 2010, Capital Bikeshare launched in Arlington, VA and The District of Columbia. Capital Bikeshare soon launched in Alexandria, VA in 2012. Montgomery, MD soon followed during the spring of 2013. In a three year span, all cities that were initially a part of the bike share collaboration efforts were up and running. Capital Bikeshare continues to be successful and the number of rides each year increases. In the fourth quarter of 2010, Capital Bikeshare reported 117,693 trips compared to the second quarter of 2015; 999,074 trips.
- **Hubway** (Boston, MA) In 2011, Hubway launched in Boston boasting over 100,000 rides in

just a small 10 week span and by November consisted of over 3,600 members. Many bike share programs struggle to achieve 100,000 rides in the span of a year. With such quick success, followed by the hibernation period for bike share due to Boston's extreme winter weather, three cities joined Hubway. In 2012 Cambridge, Somerville, and Brookline signed a regional agreement with Boston and signed contracts with Motivate. Since 2011, rides have increased by 696% from 140,974 rides in 2011 to 1,122,558 rides in 2015.

- **Divvy** (Chicago, IL) Chicago's bike share program, is large and expansive with over 5,800 bikes and 580 stations. Divvy launched in 2013 and is a program under Chicago Department of Transportation (CDOT). Similar to Hubway, Divvy did not launch as a joint-city, regional bike share program. In 2016, the cities of Evanston and Oak Park became part of the Divvy bike share system. Due to the popularity of the program and the efforts of CDOT, 100 miles of bikes lanes were added to the streets of Chicago and the city hit number one on Bicycling Magazine's "50 Best Bike Cities of 2016" in the Fall of 2016.
- **Citibike** (New York, NY & Jersey City, NJ) has a bike share program New York and Jersey City. New York and Jersey City are operated by Motivate and allow access to both cities for membership. Citibike NYC/Jersey City is the largest bike share program in the nation and generates the most rides of any bike share program. In spring of 2013, New York launched their program with 5,000 founding memberships, selling out in a matter of 30 hours. In 2015, Jersey City launched their bike share program that is integrated with Citibike NYC. The bike share program will consists of over 12,000 bikes by the end of 2017, and has generated well over 44 million rides to date.

3. Current E-bike Operations

In July, 2017 Summit Bike Share was launched for Park City and Summit County in state of Utah. This is the first full E-bike fleet that has been implemented into a bike share program in the United States. Each docking station is either solar powered or wind powered, and is not connected to the city's grid. The E-bikes themselves run on batteries that are capable of a 1 hour to charge the battery with 24 hour battery autonomy, which are charged upon docking the E-bikes to the stations. A typical E-bike has multiple settings for speeds up to 20 or 30 mph, while the Summit Bike Share E-bikes reach up to 14.5 mph; providing a much safer speed restriction for riders.

In October 2017, the City of Santa Cruz entered into an agreement with Social Bicycles to launch a mixed fleet of traditional bikes and E-bikes as part of a bikeshare program. That program is expected to launch in March 2018.

4. Market-Based Bikeshare/Rideshare Operations

The technology and approach to funding bike sharing systems is also continuing to evolve and shift toward a venture-financed approach where cities no longer need to provide significant capital investment to purchase the bikes and install dedicated bike share stations. Instead the cost of the bikes and associated operation and maintenance is covered by the fees paid by the user, and the primary involvement of the cities would be in the siting/permitting of the equipment and stations and the advertising/education about the program.

Within the last year, several cities have shifted or added to their existing network of bike share by authorizing these dockless bike share programs, typically on a non-exclusive basis, to operate within the community. This approach is similar to how cities issue permits and charge a fee to authorize taxi operators or allow newsracks to be placed within the public right of way.

This new system of dockless bike share operations has been launched in cities and university campuses both small and large including large cities like Seattle, Dallas, San Francisco, Washington D.C., and smaller programs in California cities like South San Francisco, Imperial Beach, Alameda, South Lake Tahoe. There are a number of companies that are operating dockless bikeshare systems in the US and they include: LimeBike, Spin, Ofo, and Mobike. Several of these operators have indicated plans to launch in cities in LA County in the next few months.

In September 2017, Washington D.C. launched a pilot program that permitted four different operators for a period of six months, in addition to its existing docking station-based Capital Bikeshare program, to see if the dockless system can help to cover existing gaps/periods of peak demand and facilitate greater bike use and reduce traffic congestion.

In addition to bike sharing equipment, there are companies launching throttle-assist scooter sharing programs under a similar funding model and app-based approach. Last month in Santa Monica, the company Bird launched an app-based scooter system.

Analysis:

Goals and Objectives of a South Bay Bikeshare System

As noted previously, the City of Hermosa Beach has collaborated with nearby cities and the Beach Cities Health District in exploring options for bikesharing. As the different operations and technologies have been reviewed, it was important for the group to define a set of goals and objectives, identified below, to help evaluate the range of bikeshare options and determine which make the most sense for our area:

- Offer additional transportation choices and flexibility to residents and visitors
- Reduce parking demand and traffic congestion
- Support healthy and active lifestyles
- Connect to other transit (or bikeshare) systems
- Increase awareness and safety for bicycling
- Connect local destinations, points of interest, and employment centers
- Reduce greenhouse gas emissions and improve air quality
- Offer a lower-cost alternative to driving/parking
- Support economic development/tourism and partnerships with local bike shops
- Offer an amenity for the community particularly those that may not have the storage space or

up-front costs for bicycles

- Collaborate with operators to share data that enables informed, data driven decision-making related to transportation infrastructure investments

Municipal Code Amendments

With the number of bikeshare operators expanding rapidly in the last year, there are some amendments to the municipal code necessary to prevent “rogue” bike share companies that have launched services in some cities without consulting city officials. Lack of changes to the municipal code could limit the City’s ability to provide expectations for the operation of bikeshare companies and pose public safety risks if not properly managed.

An ordinance containing the proposed amendments to the municipal code to both prevent operation of bikeshare equipment without a permit and to establish a permitting system, if Council provides direction to do so, are provided as **Attachment 1**.

Implementation Options

With regards to implementation of a bikeshare program, there are a couple of different approaches the City of Hermosa Beach can take. To date, the beach cities have received interest from at least three operators of bikeshare programs. Each program implementation option is described in detail below, and Council should provide direction to the City Manager on whether to pursue one of the following options for bikeshare operations. If Council wishes to pursue a bikeshare program, staff would recommend a permitting approach and the launch of a pilot program (Option 1 listed below).

1. Establish a permitting program that would allow multiple bikeshare operators

If direction is provided to develop a permitting process, staff would recommend starting the issuance of permits with a one-year pilot program in which the City would authorize/issue non-exclusive permits for qualified bikeshare operators. The pilot program would allow multiple operators to install a maximum of 1,000 total dockless bikes (e-bikes or traditional). Most operators have installed between 200 and 300 bikes each in communities with similar populations or visitor profiles. Additionally, with a permit approach local bike shops/rental operators have the opportunity to apply for a permit and launch their own bikeshare operation if they are so inclined.

A pilot program approach would allow for a relatively quick launch of bike share operations, yet ensures that operators are vetted before a permit/license is issued. Additionally, the approach of launching a non-exclusive program will allow the City and permitted operators the flexibility to refine program components during the pilot phase, and offer the community an opportunity to test various technologies and options and provide feedback. This permit approach, if also adopted by nearby cities, would allow the expansion of the geographic network for system users and provide consistency for operators across the jurisdictions, but would reduce the complication of having to create a complex cost/revenue sharing model among the cities or requiring all cities to join a program prior to launch. An example permit application prepared for San Francisco Municipal Transit Agency is provided as **Attachment 2**.

2. Coordinate with one of the existing operators in LA County to join an existing bikeshare program

By joining an existing program, the City would sign on to a Memorandum of Understanding established between local jurisdictions like Santa Monica, West Hollywood, or Pasadena with the current operators of bikeshare programs. This would provide for the integration of equipment across a larger geographic area, but also limits the negotiating capabilities of the beach cities for certain terms or conditions of operation.

3. Solicit proposals to negotiate with a bikeshare operator for exclusive operation of a bikeshare program

Under this scenario, the City would collaborate with neighboring cities to issue a Request for Proposals from bikeshare operators, review the proposals, and provide a recommendation to City Council to enter into an exclusive contract for the operation of a bikeshare program with the most qualified operator. The proposals submitted by different potential operators would describe the scale and scope of a program, technology to be used, and cost structure that would include the use of any advertising revenues, user fee structure, and expected costs to the City.

4. Do not further pursue a bikeshare program at this time

If Council provides direction to not pursue a bikeshare program, staff would not spend any additional time pursuing a bikeshare program until further direction is provided by Council.

General Plan Consistency:

PLAN Hermosa, the City's General Plan, was adopted by the City Council in August 2017. As part of that document, the City set goals and adopted policies aimed at offering greater transportation choices to the community and reducing traffic congestion/demand for parking. Implementation of a bikeshare program helps to implement the following General Plan goals and policies:

Governance Element:

- [4.2 Leadership in sustainability](#). Establish the City as a regional leader in sustainable development and encourage compact, walkable development patterns that conserve land resources, supports active transportation, reduces vehicle trips, improves air quality, and conserves energy and water.
- [4.3 Collaboration with adjacent jurisdictions](#). Maintain strong collaborative relationships with adjacent jurisdictions and work together on projects of mutual interest and concern.
- [4.4 Regional transportation and infrastructure decisions](#). Actively support regional transportation and infrastructure projects and investment decisions that benefit the City and the region.

Mobility Element:

- [3.4 Access opportunities](#). Provide enhanced mobility and access opportunities for local transportation and transit services in areas of the city with sufficient density and intensity of uses, mix of appropriate uses, and supportive bicycle and pedestrian network connections that can reduce vehicle trips within the city's busiest corridors.
- [3.6 Complete bicycle network](#). Provide a complete bicycle network along all designated roadways while creating

connections to other modes of travel including walking and transit.

- [4.9 Encourage TDM strategies](#). Encourage use of transportation demand management strategies and programs such as carpooling, ride hailing, and alternative transportation modes as a way to reduce demand for additional parking supply.
- [7.8 Active transportation education and safety](#). Promote the participation in pedestrian, bicycle, and skateboard safety and education programs to facilitate safe and confident use of alternative modes of transportation.

Implementation Actions:

- MOBILITY-13. Install and maintain transportation amenities such as bicycle parking and electric vehicle charging stations so that they are available at each commercial district or corridor, park, and public facility.
- MOBILITY-14. Periodically review the South Bay Bicycle Master Plan to consider new or modified facilities and opportunities.
- MOBILITY-15. Facilitate the operation of bicycle rental concessions in the Coastal Zone.
- MOBILITY-16. Install additional bicycle parking facilities and wayfinding signage near the beach, the Pier, and The Strand.

PLAN Hermosa also identified ideal locations for transportation amenities, including ideal bicycle parking locations in commercial areas and public facilities in Hermosa Beach. These locations (identified in Attachment 3) would be used in conjunction with the bicycle mini corral plan to install additional bicycle parking locations that can be used to park and lock both private and bikeshare bikes.

Fiscal Implications:

At this time, there are no fiscal implications associated with enacting changes to the municipal code. Depending on the direction provided by Council for implementation there are different cost components that will be considered. A brief summary of the different cost components and examples are provided below, though it should be noted that exact costs or rate structures will depend on the type of program pursued.

Equipment Purchase and Maintenance

Early bikeshare programs often involved significant capital investment, advertising revenue, or grant funding from cities to purchase equipment, docking stations, and pay for an operator to maintain the equipment. With the recent evolution in bikeshare to a dockless system, many of the new operators have been able to significantly reduce the cost of manufacturing bikes and offer programs with limited financial investment from the City as the user fees cover the cost of the equipment and operations.

Permit /Management Costs

If the City pursues a permit approach, the City would establish an application fee to cover the cost of staff time to review the application and an annual renewal fee (at a lower rate) to ensure regular review of operators. Additionally, under a permit approach the City would likely establish a monthly per bike license fee to ensure infrastructure like bicycle parking and education needs scale with the size of the program.

Infrastructure and Capital Improvement Needs

Depending on the approach and scale of a bikeshare program, there may be a near-term need to install additional designated bike parking areas and/or signage. This cost would be covered by an exclusive operator or paid for by the City through permit fees.

In the longer-term, the success of bikeshare programs is generally tied to having safe and convenient bicycle infrastructure for all segments of the community. Additional investment in bicycle infrastructure, as identified in the South Bay Bicycle Master Plan and PLAN Hermosa is generated solely by the launch of a bikeshare program, but may emphasize the need for investment in active transportation infrastructure.

Education, Marketing, and Outreach

In order to effectively evaluate the various aspects and operators, City staff will prepare education and outreach materials and/or host meetings so that the City can help to raise awareness and collect feedback early in a bikeshare program operation. The City will maintain a digital/online forum for bikeshare users to report issues and provide feedback on the permitted operations. These costs are expected to be under \$5,000 in the first year, and would either be covered as part of an exclusive agreement or the costs from issuing permits.

Bikeshare User Costs

To facilitate competitive rate pricing, the exact cost of use will be determined by each bikeshare operator at the launch of their program. There is a wide variety of fee structures that have been used in existing bikeshare operations, and examples of some of the structures are provided below.

Cyclehop - Santa Monica Model			
Pay As You Go	Monthly	Annual	Student
\$7/Hour	\$25/Month	\$99/Year	\$7/Month
Prorated	Includes 90 Min. Daily Ride	Includes 90 Min. Daily Ride	Includes 90 Min. Daily Ride
Over Time Fee: \$7/Hour (Prorated)			
Leave Bike Out of System Boundary: \$20			
Return Bike to NonBreeze Hub in System Boundary: \$2			
Cyclehop - Long Beach Model			
Pay As You Go	Monthly	Annual	Prepaid
\$7/Hour	\$15/Month	\$120/Year	\$21/4 Hours
Prorated	Includes 90 Min. Daily Ride	Includes 90 Min. Daily Ride	Not Prorated
Over Time Fee: \$7/Hour (Prorated)			
Leave Bike Out of System Boundary: \$20			
Return Bike to NonLong Beach Hub in System Boundary: \$2			
LimeBike			
Pay As You Go	Monthly	Annual	Prepaid
\$1/30 min ride	\$29.95/Month	\$120/Year	\$21/4 Hours
Prorated	Includes 100 rides	n/a	n/a
50% discount for students with a valid .EDU email address			
75% discount for low income individuals			

Attachments:

1. Proposed City of Hermosa Beach Municipal Code Amendments
2. Sample Permit Application for Bikeshare Operators from SFMTA
3. PLAN Hermosa Transportation Amenities/Bicycle Parking Areas
4. Link to Bike Sharing World Map

Respectfully Submitted by: Leeanne Singleton, Environmental Analyst

Concur: Ken Robertson, Community Development Director

Concur: Glen W.C. Kau, P. E., Public Works Director

Noted for Fiscal Impact: Charlotte Newkirk, Accounting Manager

Legal Review: Lauren Langer, Assistant City Attorney

Approved: Sergio Gonzalez, City Manager

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40

**THE CITY COUNCIL OF THE CITY OF HERMOSA BEACH DOES HEREBY
ORDAIN AS FOLLOWS:**

A. Title 5 of the Hermosa Beach Municipal Code currently establishes requirements and regulations for business licenses and items for which a permit is required to place equipment in the public right of way.

SECTION 2. A new Chapter 5.76 (Bike Share) is hereby added to Title 5 (Business Licenses and Regulations) of the Hermosa Beach Municipal Code to read as follows:

Bike Share

“Bike share program” shall mean a system operated by an operator not under contract with the City, for the purpose of providing the general public with opportunities to rent bicycles.

“Dockless bike share program” shall mean a system funded, managed and operated by one or more City-authorized Operators, which provides the public with opportunities to rent bicycles from a network of designated locations on public property.

1 “Operator” shall mean a public, private or nonprofit entity, or individual that manages or
2 operates, and is responsible for the re-distribution of equipment, for a dockless bike share
3 program, as this term may be qualified.

4
5 **5.76.020 Fees.**

6 Fees and regulations governing operation of the dockless bike share program may be
7 established and changed, from time to time, by resolution of the City Council. No person shall
8 place a dockless bike that is part of the dockless bike share program without payment of permit
9 fees adopted by resolution of the City Council.

10
11 **5.76.030 Penalties.**

- 12 A. Any person who violates any provision of this Chapter shall be guilty of an
13 infraction with a penalty amount of fifty dollars (\$50).
14
15 B. Any person who violates any provision of this Chapter shall be subject to
16 administrative fines and penalties pursuant to Chapter 1.10 of this Code.
17
18 C. The remedies provided in this Chapter are not exclusive, and nothing in this
19 Chapter shall preclude any person from seeking other remedies, penalties or
20 procedures provided by law.

21
22 **5.76.040 Permits.**

- 23 A. *Permit required.* No bicycle rack or dockless bike share bicycle may be installed,
24 parked, left standing, or left unattended on any sidewalk, street, or public right-of-
25 way without first obtaining a permit from the City and paying the required permit
26 fee.
27
28 B. *Issuance of permits.* The City Manager, or his/her designee, has the authority to
29 grant a revocable permit to the operator of a dockless bike share program for
30 operation in the public right-of-way.
31
32 C. *Permit conditions.* The City Manager, or his/her designee, may impose permit
33 conditions related to the location, placement, parking, safe operation,
34 indemnification requirements, customer outreach, or maintenance of any bicycle
35 that is part of the City’s dockless bike share program as he/she determines
36 necessary to protect the public convenience and safety.
37
38 D. *Criteria for granting permit.* In considering an application related to the
39 implementation of the dockless bike share program, the City Manager (or designee)
40 shall consider the availability of bicycle parking in the City , and the anticipated

effects that any additional bicycle parking needs would have on public transit, pedestrian and vehicular traffic and access to or from residences or businesses.

- E. *Permit denial.* The City Manager (or designee) has the authority to deny a permit based on the extent that issuing a permit would conflict with existing contractual agreements or permits issued to other bike share program operators, lead to an over-concentration of bicycle-share bicycles in the public right-of-way, cause an imbalance in the geographical distribution of bicycles which are part of a bicycle share program, or otherwise adversely impact an existing or proposed bicycle share network.
- F. *Revocation or suspension of Permit.* The City Manager may immediately revoke or suspend a permit, if it is found that the provisions of this chapter have not been satisfied or have been violated; or the operation of the dockless bike share program constitutes a public nuisance, pursuant to Chapter 8.28 of this code.
1. Notice of violation shall be made in writing to the permittee by the City. A copy of the notice shall be given to the City Manager. The permittee shall have a reasonable opportunity to cure the violation; if the violation is not cured within the time proscribed by the notice to the permittee, the City may revoke or suspend the permit.
 2. The City Manager may immediately revoke or suspend a permit, for any single violation of this chapter, and shall immediately revoke the permit of any permittee who has committed three violations of this chapter within a twelve-month period.
- G. *Appeal permit denial, revocation or suspension.* Any permittee whose permit application has been denied, or whose permit has been revoked or suspended, may request in writing a hearing before the City Manager (or designee). The City Manager shall grant the request and hold an informal hearing, where the basis for the denial, revocation or suspension shall be explained to the permittee. The permit applicant or permittee shall have the opportunity at the hearing to present evidence of compliance with the provisions of this code. If, after the hearing, the City Manager lets stand his or her decision to deny the permit application, or revoke or suspend the permit, the permit applicant or permittee may appeal the decision to the City Manager, whose action shall be deemed final.
- H. *Permit renewal.* An application for renewal of a dockless bike share permit for operation of a dockless bike share program may be submitted to the office of the City Manager on a form provided by the City. The application must be filed with the office of the City Manager not later than November 30th of the year preceding

1 the year for which renewal of the permit is sought. The application shall include,
2 but not be limited to, a completed application for renewal of dockless bike share
3 permit form, which shall include the most recent information regarding the
4 dockless bike share operator's name, address, and telephone number; the
5 applicant's name, address and telephone number; the applicant's business license
6 number and expiration date; and an indemnification of the city from liability.
7 Upon a determination by the City Manager that the permit should be renewed, the
8 permittee shall pay the annual fee.

- 9
- 10 I. *Permit fee.* Upon a determination by the City Manager that a permit should issue
11 or be renewed, the permittee shall pay a permit issuance or renewal fee in an
12 amount determined by resolution of the City Council. This fee shall include a fixed
13 annual amount to cover the costs of city processing and monitoring of the permit.
14 The fee may be prorated for permits granted mid-year.

15

16 **5.76.050 Permit application requirements.**

- 17 A. The City may issue a permit to a qualified dockless bike share operator upon
18 receipt of a written application on a form provided by the City.
- 19
- 20 B. The name and current contact information for the dockless bike share operator shall
21 be displayed on each bicycle that is part of the dockless bike share program.
- 22
- 23 C. The City reserves the right to revoke a dockless bike share program permit, for
24 cause, at any time upon written notice of revocation. The permittee shall surrender
25 such permit in accordance with the instructions in the notice of revocation.
- 26
- 27 D. A permit fee must be paid by the permittee before any permit may be issued. In
28 addition, the permittee shall provide sufficient evidence to demonstrate payment of
29 any penalties assessed for violation(s) of any provision of this Code or of any
30 previously City-issued permit terms, for which there has been a final determination
31 of the violation.
- 32
- 33 E. The size of the fleet at the time of the application, including any planned
34 expansions during the permit period. Permitted operators shall notify the City if
35 they plan to change their fleet size two weeks before deployment.
- 36
- 37 F. Satisfactory demonstration by the dockless bike share operator of the ability to
38 comply with the requirements outlined in Section 5.76.060, below.
- 39
- 40 G. Evidence satisfactory to the City Manager of having procured comprehensive

1 general liability insurance which will insure and indemnify the applicant and the
2 customers against liability or financial loss resulting from injury occurring to
3 persons or passengers from the operation of such vehicles in an amount not less
4 than \$100,000 for bodily injury to any person, \$300,000 for any one accident and
5 \$50,000 for any property damage.

- 6 1. The policy insurer must be either a carrier licensed by the State of
7 California to sell general liability insurance in the State of California and be
8 an admitted carrier member of the California Insurance Guarantee Fund, or
9 maintain an AM Best rating of "A" or better for non-admitted carriers (with
10 proof of licensing or rating to be provided by applicant.)
- 11 2. The policy shall be primary and not contributing to any other insurance
12 maintained by the City;
- 13 3. The policy shall name the City, the City Council, its officers, agents, and
14 employees as additional insureds;
- 15 4. The policy shall provide the City Manager with thirty (30) days prior notice
16 of any cancellation or modification of the policy.
- 17 5. As a condition of the permit, the permittee agrees to indemnify, defend, and
18 save harmless the City, its agents, officers and employees from and against
19 any and all liability, expense, including defense costs and legal fees and
20 claims for damages of any nature whatsoever, including, but not limited to,
21 bodily injury, death, personal injury, or property damage arising from or
22 connected with the permittee's activities, including any worker's
23 compensation suits, liability or expense, arising from or connected with
24 services performed by or on behalf of the permittee by and person pursuant
25 to this permit.

26
27
28
29
30
31 H. A detailed bicycle relocation plan which includes, but is limited to, the means by
32 which the applicant proposes collect dockless bicycles will be picked up, the
33 frequency by which dockless bikes will be picked up, and where the dockless bikes
34 are to be relocated with the City.

35
36 I. Evidence of adequate bicycle parking must be provided by the dockless bike share
37 operator. Additionally, the operator shall provide evidence that contact
38 information for bicycle relocation requests will be provided on every bicycle.

39
40 J. Payment of a public property performance bond of \$100 per bike, capped at

\$10,000, to ensure adequate funds are available to reimburse the City for future public property repair costs that may be incurred, including but not limited to any costs of repairing damaged public property by the dockless bike share operator or its customers, removing and storing bicycles improperly parked or left unattended on public property, removing equipment in the event a company ends service, and addressing and abetting any other violations.

5.76.060 Permit operating requirements.

To be eligible to obtain a dockless bike share program permit, the dockless bike share operator must demonstrate compliance with the following requirements, to the City's satisfaction:

A. Safety.

1. The bicycles must be of high quality, sturdily built and with tamper-resistant hardware to accommodate a range of users, comply with the California Vehicle Code requirements, and withstand the rigors of outdoor storage and constant use for at least five (5) years. The make and model of each bicycle made available to customers and a corresponding unique identification number must be submitted to the City.
2. Any electric bicycles must meet the National Highway Traffic Safety Administration's definition of "low-speed electric bicycles;" and shall be subject to the same requirements as ordinary bicycles (described in subsection 1 above). Electric bicycles shall have fully operable pedals, an electric motor of less than 750 watts, and a top motor-powered speed of less than 20 miles per hour when operated by a rider weighing 170 pounds. The City reserves the right to terminate any permit issued if the battery or motor of an electric bicycle is determined by the Department of Transportation to be unsafe for public use.
3. All bicycles shall meet the California Vehicle Code requirements for brakes, lights and reflectors during hours of darkness, described in California Vehicle Code sections 21201 and 21204.
4. All dockless bike share operators shall provide a mechanism for customers to notify it of any safety or maintenance issues with the bicycle. Any inoperable bicycle, or any bicycle that is not safe to operate shall be removed from the right-of-way within 2 hours of notice by any means to the operator or by any individual or entity, and shall be repaired before putting the bicycle back into revenue service.
5. The dockless bike share system has visible language that notifies the user that: (i) persons under the age of 18 are required to wear a helmet while riding a bike in the City; (ii) bicyclists shall yield to pedestrians on sidewalks; (iii) it is unlawful for any person to ride a bicycle in the City

1 while under the influence of alcohol or drugs; and (iv) bicycles must obey
2 speed limits established on the Strand and all City streets. The City is not
3 responsible for educating users regarding these requirements and other
4 laws; neither is the City responsible for educating users on how to ride or
5 operate a bicycle.

- 6 6. As a condition of the permit, the permittee agrees to indemnify, defend, and
7 save harmless the City, its agents, officers and employees from and against
8 any and all liability, expense, including defense costs and legal fees and
9 claims for damages of any nature whatsoever, including, but not limited to,
10 bodily injury, death, personal injury, or property damage arising from or
11 connected with the permittee's activities, including any worker's
12 compensation suits, liability or expense, arising from or connected with
13 services performed by or on behalf of the permittee by and person pursuant
14 to this permit.

15
16 B. *Parking.*

- 17 1. Bicycles shall be upright when parked; bicycles may not be left on their
18 sides on the sidewalk or parked in a manner which obstructs pedestrian or
19 wheelchair path access, driveways, crosswalks, or loading zones. Dockless
20 bike share operators shall inform customers on how to park a bicycle
21 properly. Upon notification by the City of any bicycle that is improperly
22 parked or left standing or unattended on any sidewalk, street, or public
23 right-of-way, the dockless bike share operator shall have two (2) hours
24 within which to remove the bicycle. Otherwise, it shall be removed and
25 impounded pursuant to section 5.76.070 of this Code.
- 26 2. All permitted operators shall provide contact information for bicycle
27 relocation requests on every bicycle.

28
29 C. *Operation.*

- 30 1. All dockless bike share operators shall have a staffed operations center
31 within five miles of the City's limits. As well as a valid, City-issued
32 business license for said operations center; unless the operator can establish
33 that the dockless bike share program is organized as a nonprofit agency
34 under 26 United States Code Section 501(c)(3).
- 35 2. Dockless bike share operators shall develop a marketing and targeted
36 community outreach plan, which shall include a strategy to partner with
37 bicycle advocacy and community benefit organizations, a culturally
38 relevant and multilingual communications plan, and an equitable bike share
39 implementation plan, to promote the use of their bicycle sharing system
40 citywide among low income communities, and implement the plan at their

own cost.

3. Dockless bike share operators shall maintain an adequate number of dockless bicycles in the City, pursuant to Section 5.76.050(E), and shall redistribute dockless bikes to designated/approved areas throughout the City, as necessary to ensure their availability to customers
4. A maintenance, cleaning and repair plan for the bicycles must be submitted to and approved by the City, as applicable.
5. A privacy policy that safeguards customers' personal, financial, and travel information and usage, including, but not limited to, trip origination and destination data. On at least a monthly basis, Permittee will provide the City with aggregate customer demographic data gathered by the system application using anonymized key that does not identify individual customers, payment methods, or their individual trip history.
6. A general liability insurance policy which will insure and indemnify the applicant and the customers against liability or financial loss resulting from injury occurring to persons or passengers from the operation of such vehicles in an amount not less than \$100,000 for bodily injury to any person, \$300,000 for any one accident and \$50,000 for any property damage.
7. All dockless bikes shall be relocated subject to the relocation plan provided by the operator, as detailed in Section 5.76.050(J).

5.76.070 Prohibitions regarding parking.

- A. No person shall park or leave standing any dockless bike that is not part of the City's dockless bike share program at, on, or within any City-owned property. Any dockless bike that is not part of the City's dockless bike share program which is parked or left standing at, on, or within any City-owned property may be removed and impounded.
- B. No person shall park or leave standing any bike share bike that is not part of the City's dockless bike share program at, on, or within any City-owned property. Any bike share bike that is not part of the City's dockless bike share program which is parked or left standing at, on, or within any City-owned property may be removed and impounded.
- C. The owner of the bicycle that is removed and impounded shall be responsible for any fees in connection with such removal and impounding including, but not limited to, payment of a release fee to recover the cost of impounding and storage of the bicycle.

1 **SECTION 3.** This ordinance shall become effective and be in full force and effect from
2 and after thirty (30) days of its final passage and adoption.

3
4 **SECTION 4.** The City Clerk shall cause this Ordinance to be published in a newspaper of
5 general circulation published and circulated in the City within fifteen (15) days after its passage.

6
7 **SECTION 5.** The City Clerk shall certify to the passage of this Ordinance, shall enter the
8 same in the book of original ordinances of said city, and shall make minutes of the passage and
9 adoption thereof in the records of the proceedings of the City Council at which the same is passed
10 and adopted.

11
12 **PASSED, APPROVED and ADOPTED** this ____ day of ____, 2017 by the following vote:

13
14 AYES:

15 NOES:

16 ABSENT:

17 ABSTAIN:

18
19
20
21 _____
22 **PRESIDENT** of the City Council and **MAYOR** of the City of Hermosa Beach, California

23
24
25 ATTEST:

26 APPROVED AS TO FORM:

27
28
29 _____
30 City Clerk

31 _____
32 City Attorney

STATIONLESS BIKESHARE PROGRAM PERMIT APPLICATION

Application Type
(check one): ☐ New ☐ Renewal

Applicant Information

Name of Stationless Bicycle Share Operator Applicant			
Contact Name			
Mailing Address			
Phone Number 1		Phone Number 2	
Email Address			
Website			

Applicant certifies that all Stationless Shared Bicycles (including electric bicycles) meet the following criteria:

<input type="checkbox"/>	Stationless Shared Bicycles shall only be available to customers on an hourly basis, or in smaller intervals, and at rates which vary by duration of usage or by duration of usage and distance but are clearly and understandably communicated to the customer prior to bicycle use. (Attach description of pricing structure, rates, and method(s) of communication to the customer).	
<input type="checkbox"/>	Stationless Shared Bicycles shall be available for pick-up and drop-off by customers on a twenty-four hour, seven day per week basis.	
<input type="checkbox"/>	The emblem of the Stationless Bicycle Share Operator and a unique identifier is prominently displayed on both sides of Stationless Shared Bicycle.	
<input type="checkbox"/>	All Stationless Shared Bicycles are equipped with a brake that will enable the operator to make one-braked wheel skid on dry, level, clean pavement.	
<input type="checkbox"/>	All Stationless Shared Bicycles are equipped with a front light that emits white light while the bicycle is in motion, illuminates the highway, sidewalk, or bikeway in front of the bicyclist and is visible from a distance of 300 feet in front and from the sides of the bicycle.	
<input type="checkbox"/>	All Stationless Shared Bicycles are equipped with a red reflector or a solid or flashing red light with a built-in reflector on the rear that shall be visible from a distance of 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle. Lights must turn on automatically and stay on while a trip is being made, whether the user is in motion or stopped. When stopped, the light must stay on for 120 seconds. Lights must be integrated into the bicycle without exposed wiring that could be easily damaged or tampered with.	
<input type="checkbox"/>	All Stationless Shared Bicycles are equipped with an on-board GPS device capable of providing real-time location data to the SFMTA in accordance with the specifications described in the data sharing requirements.	
<input type="checkbox"/>	The name and current contact information for the Stationless Bicycle Share Operator shall be displayed on all Stationless Shared Bicycles.	
<input type="checkbox"/>	All Stationless Shared Bicycles shall be high quality, sturdily built to withstand the rigors of outdoor storage and constant use for at least five years.	
<input type="checkbox"/>	All Stationless Shared Bicycles shall employ tamper-resistant security hardware.	
<input type="checkbox"/>	All Stationless Shared Bicycles shall accommodate a wide range of users.	
<input type="checkbox"/>	N/A <input type="checkbox"/>	All electric-assist Stationless Shared Bicycles used in systems issued a permit under this program must employ an electric motor of less than 750 watts (1 h.p.), whose maximum speed on a paved level surface, when powered solely by such a motor while ridden by an operator who weighs 170 pounds, is less than 20 mph.

SFMTA – Stationless Bikeshare Program Permit Application

Applicant acknowledges and agrees to all of the following general requirements:

<input type="checkbox"/>	Customers using bicycles in systems issued a permit under this program will be provided with a mechanism to notify the Permittee that there is a safety or maintenance issue with the bicycle. This mechanism shall not be the Permittee's sole method of identifying safety or maintenance issues. (Attach full explanation of mechanism for notification)
<input type="checkbox"/>	The SFMTA reserves the right to terminate any permit issued if the battery or motor on an electric bicycle is determined by the SFMTA to be unsafe for public use.
<input type="checkbox"/>	Permittee agrees to pay the SFMTA a public property repair and maintenance endowment totaling twenty-five thousand dollars (\$25,000), payable in installments as described herein, to ensure adequate funds are available to reimburse the City for future public property repair and maintenance costs that may be incurred, including but not limited to any costs of repairing or maintaining damaged public property by the Stationless Bicycle Share Operator or its customers, removing and storing bicycles improperly parked or left unattended on public property, and addressing and abating any other violations. The maintenance endowment shall be paid in annual installments of \$2,500 per year for ten consecutive years, with the first payment due at the time of permit issuance.
<input type="checkbox"/>	If the SFMTA, Public Works, or any other City agency, department, or commission, including the City Attorney's Office, incurs any costs for addressing or abating any violations of law, including repair or maintenance of public property, the Permittee, upon receiving written notice from the City regarding such costs, shall reimburse SFMTA for these costs within thirty days. Any payment made pursuant to this paragraph shall not substitute for any installment payment otherwise owed or to be paid to the SFMTA.
<input type="checkbox"/>	Permittee will implement a marketing and targeted community outreach plan at its own cost or pay an in-lieu fee to the SFMTA to provide these services and promote the use of bicycle sharing citywide particularly among low income communities.
<input type="checkbox"/>	Permittee will offer a one year low-income customer plan that waives any applicable bicycle deposit and offers an affordable cash payment option and unlimited trips under 30 minutes to any customer with an income level at or below 200% of the federal poverty guidelines, subject to annual renewal.
<input type="checkbox"/>	Permittee will maintain a multilingual website with languages determined by the SFMTA, call center, and app customer interface that is available twenty-four hours a day, seven days a week.
<input type="checkbox"/>	During each calendar year of business operations, the Permittee shall offer to its customers not less than one safety training class every other quarter.
<input type="checkbox"/>	Permittee is responsible for monitoring distribution of bicycles available to customers according to parameters required by the SFMTA. At a minimum, the density of bicycles in the designated service area shall not fall below at least three bicycles per square mile for more than 10 consecutive minutes between the hours of 6:00 am and 10:00 pm seven days a week. At least 20% of overall bicycle availability shall be maintained within groups of census tracts designated as "communities of concern" (CoCs) by the Metropolitan Transportation Commission, calculated by the total number of bicycles located in CoCs multiplied by the minutes they are available for hire between the hours of 6:00 am and 10:00 pm, divided by the total number of bicycles in service times minutes available throughout the service area.
<input type="checkbox"/>	Permittee is responsible for implementing and submitting to the SFMTA a maintenance, cleaning and repair plan for approval by the SFMTA and Public Works.
<input type="checkbox"/>	Any Stationless Shared Bicycle that is parked at one location for more than 7 consecutive days may be removed by City staff and taken to a City facility for storage at Permittee's expense.
<input type="checkbox"/>	Stationless Shared Bicycles shall stand upright when parked.
<input type="checkbox"/>	Any Stationless Shared Bicycle that is parked improperly shall be re-parked in a correct manner or shall be removed by the Permittee within two hours.
<input type="checkbox"/>	Permittee shall pay a fee to SFMTA to cover the cost of procurement and installation of one standard SFMTA bicycle rack for every two Stationless Shared Bicycles in service to insure adequate supply of bicycle parking.
<input type="checkbox"/>	Stationless Shared Bicycles shall be parked in the furniture zone of the sidewalk (i.e., not blocking the pedestrian travelway or frontage zone of buildings), or at a public bicycle rack as required by the SFMTA. The Permittee shall instruct customers how to park a bicycle properly.
<input type="checkbox"/>	Permittee shall provide the SFMTA with a contact name and phone number for staff that are capable of rebalancing bicycles.
<input type="checkbox"/>	Permittee shall have a 24-hour customer service phone number for customers to report safety concerns, complaints, or ask questions.

SFMTA – Stationless Bikeshare Program Permit Application

<input type="checkbox"/>	Permittee shall relocate or rebalance bicycles within two hours of an SFMTA request.
<input type="checkbox"/>	Any inoperable Stationless Shared Bicycle, or any Stationless Shared Bicycle that is not safe to operate shall be removed from the right-of-way within 24 hours after notice from the City, and shall be repaired before the bicycle is return to revenue service.
<input type="checkbox"/>	Permittee will provide a Privacy Policy that safeguards customers' personal, financial, and travel information and usage including, but not limited to, trip origination and destination data.
<input type="checkbox"/>	On at least a monthly basis, Permittee will provide the SFMTA with aggregate customer demographic data gathered by the system application using anonymized key that does not identify individual customers, payment methods, or their individual trip history.
<input type="checkbox"/>	Permittee will employ an electronic payment system that is compliant with the Payment Card Industry Data Security Standards (PCI DSS). Each transaction shall include the bicycle identification number corresponding to the make and model of the bicycle registered with the SFMTA.

SFMTA – Stationless Bikeshare Program Permit Application

Applicant acknowledges and agrees to all of the following data sharing requirements:

<input type="checkbox"/>	<p>Permittee shall provide the SFMTA with real-time information for their entire San Francisco bicycle fleet through a documented application program interface (API) and on-board GPS devices put on all bicycles. The Permittee is directly responsible for providing the API key to the SFMTA and shall not refer the City to another subsidiary or parent company representative for API access. The API shall include the following information in real time for every Stationless Shared Bicycle operated in the San Francisco operational area:</p> <ol style="list-style-type: none"> 1. Point location 2. Bicycle identification number 3. Type of bicycle 4. Charge level (if electric)
<input type="checkbox"/>	The SFMTA is permitted to publicly use Permittee's API and display real-time data.
<input type="checkbox"/>	Permittee will keep a record of reported collisions. These records will be sent to the SFMTA on a monthly basis.
<input type="checkbox"/>	Permittee shall provide the following anonymized data for each trip record to inform and support safe and effective management of the bicycle share system, and for transportation planning efforts.

Field name	Format	Description
Company Name	[company name]	n/a
Type of bicycle	"Standard" or "Electric"	n/a
Trip record number	xxx0001, xxx0002, xxx0003, ...	3-letter company acronym + consecutive trip #
Trip duration	MM:SS	n/a
Trip distance	Feet	n/a
Start date	MM, DD, YYYY	n/a
Start time	HH:MM:SS (00:00:00 – 23:59:59)	n/a
End date	MM, DD, YYYY	n/a
End time	HH:MM:SS (00:00:00 – 23:59:59)	n/a
Start location	Census block	n/a
End location	Census block	n/a
Bicycle ID number	xxxx1, xxxx2, ...	Unique identifier for every bicycle, determined by company

<input type="checkbox"/>	Permittee will provide the following bike availability data for oversight of parking compliance and bicycle distribution by minutes.
--------------------------	--

Field name	Format	Description
GPS Coordinate	X,Y	n/a
Availability duration	Minutes	n/a
Availability start date	MM, DD, YYYY	n/a
Availability start time	HH:MM:SS (00:00:00 – 23:59:59)	n/a

<input type="checkbox"/>	Permittee shall distribute an annual customer survey as determined by the SFMTA.
<input type="checkbox"/>	Permittee shall keep a record of maintenance activities, including but not limited to bicycle identification number and maintenance performed. These records shall be sent to SFMTA on a monthly basis.
<input type="checkbox"/>	Permittee shall report the aggregated breakdown of customers by gender and age monthly. Gender will be reported by male, female, and other. Age will be reported into these age groups: under 5, 5-17, 18-24, 25-34, 35-44, 45-54, 55-64, 65 and over.
<input type="checkbox"/>	Permittee agrees that the SFMTA may use a third-party researcher to evaluate the bike share program. Data will be shared with the third-party researcher only for purposes of the evaluating or enforcing the requirements in this permit.

SFMTA – Stationless Bikeshare Program Permit Application

Required Attachments:

<input type="checkbox"/>		1. Certificate of conformance to 16 CFR part 1512 for each import shipment of bikes.
<input type="checkbox"/>		2. Proof of insurance (see Insurance Requirements attachment)
<input type="checkbox"/>		3. Test results from a qualified independent lab demonstrating that each model bicycle put into service meets or exceeds ISO 4210: Safety Requirements for City and Trekking Bicycles.
<input type="checkbox"/>		4. Test results from a qualified independent lab demonstrating that each model bicycle put into service meets or exceeds California Vehicle Code Section 21201
<input type="checkbox"/>		5. Description of the procedures for customers to notify the company that there is a safety or maintenance issue with the bicycle.
<input type="checkbox"/>	N/A <input type="checkbox"/>	6. Certification from a qualified independent testing laboratory that the make and model of electric bicycles used employ an electric motor of less than 750 watts (1 hp), whose maximum speed on a paved level surface, when powered solely by such a motor while ridden by an operator who weighs 170 pounds, is less than 20 mph (if applicable).
<input type="checkbox"/>		7. Description of pricing structure, rates, and method(s) of communication to the customer
<input type="checkbox"/>		8. Marketing and targeted community outreach plan, including a strategy to partner with bicycle advocacy and community benefit organizations, a culturally relevant and multilingual communications plan, and an equitable bike share implementation plan, to promote the use of the stationless bicycle sharing system citywide among low income communities.
<input type="checkbox"/>		9. Maintenance, cleaning and repair plan.
<input type="checkbox"/>		10. Images and description of bicycle and mobile application.
<input type="checkbox"/>		11. Size of fleet at launch, including any planned fleet expansions during the permit period.
<input type="checkbox"/>		12. Service area at launch, including any planned expansions during the permit period (in ESRI ArcGIS shapefile format).
<input type="checkbox"/>		13. Plan for educating users on proper bicycle parking.
<input type="checkbox"/>		14. Two samples of the bicycle to be used under this program for inspection by the SFMTA.
<input type="checkbox"/>		15. Privacy policy.

STATIONLESS BIKESHARE PERMIT TERMS AND CONDITIONS

1. Indemnification

Permittee shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Permittee or loss of or damage to property, arising directly or indirectly from Permittee's performance of this Permit, including, but not limited to, Permittee's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Permittee, its sub-permittees or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Permittee's obligation to indemnify City, Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Permittee by City and continues at all times thereafter. Permittee shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Permit.

2. Insurance Requirements

- 2.1 Required Coverages. Without in any way limiting Permittee's liability pursuant to the "Indemnification" section of this Permit, Permittee must maintain in force, during the full term of the Permit, insurance in the following amounts and coverages:
- a. Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
 - b. Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
 - c. Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
 - d. Professional liability insurance, applicable to Permittee's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

SFMTA – Stationless Bikeshare Program Permit Application

- e. Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss, and \$2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:
 - i. Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form;
 - ii. Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and
 - iii. Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

- 2.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:
 - a. Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
 - b. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Permit, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- 2.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages.
- 2.4 Should any of the required insurance be provided under a claims-made form, Permittee shall maintain such coverage continuously throughout the term of this Permit and, without lapse, for a period of three years beyond the expiration of this Permit, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Permit, such claims shall be covered by such claims-made policies.
- 2.5 Should any required insurance lapse during the term of this Permit, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Permit, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Permit effective on the date of such lapse of insurance.
- 2.6 Before commencing any Services, Permittee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Permittee's liability hereunder.
- 2.7 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Permittee, its employees, agents and subcontractors.
- 2.8 If Permittee will use any subcontractor(s) to provide Services, Permittee shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Permittee as additional insureds.

3. Permit Revocation

The SFMTA reserves the right to revoke a Stationless Bikeshare Program Permit at any time upon written notice of revocation sent to both the Permittee's mailing and email addresses listed on the Permittee's Application submitted to the SFMTA.

The Permittee agrees to surrender such permit in accordance with the instructions in the notice of revocation. In the event that the SFMTA revokes a Stationless Bicycle Share Program Permit, Permittee shall remove the Stationless Shared Bicycles from the City right-of-way within five business days from the date the notice of revocation was mailed and emailed by the SFMTA to the Permittee.

If the Permittee wishes to contest the revocation of a permit, the Permittee may call (415) 701-5400 or email MTAHearings@sfmta.com to explain any basis for why the permit should not be revoked.

In circumstances that pose a serious threat to public health or safety, the SFMTA reserves the right to immediately revoke a Stationless Bicycle Share Program Permit effective on the date the notice of revocation is mailed and emailed to the Permittee. The SFMTA shall state the public health or safety reasons that require immediate revocation in the notice of revocation. In such circumstances, the Permittee shall be required to immediately remove the Stationless Shared Bicycle from the City rights-of-way.

4. Compliance with Applicable Law

Permittee represents and certifies, under penalty of perjury, that the Permitted, any Stationless Bicycle Share Operator, and all Stationless Bicycle Share Bicycles is in compliance with all California Vehicle Code requirements, Stationless Bicycle Share Permit requirements, and Stationless Bicycle Share Operator criteria set forth in the City's Transportation Code.

5. Payment of Fees

SFMTA – Stationless Bikeshare Program Permit Application

A permit fee must be paid by the Permittee before any permit may be issued. In addition, the Permittee shall provide sufficient evidence to demonstrate payment of any penalties assessed for violation(s) of any provision of the San Francisco Municipal Code or of terms of any existing or previously issued permits issued by the City, for which there has been a final determination of the violation.

6. Removal of Improperly Parked Bicycles

Upon notification by the City of any Stationless Shared Bicycle that is improperly parked or left standing or unattended on any sidewalk, Street, or public right-of-way under the jurisdiction of the SFMTA or Public Works, the Permittee shall remove the bicycle within two hours.

7. Permit Jurisdiction

This permit is only valid for operations in the public right-of-way of the City and County of San Francisco under the jurisdiction of the SFMTA and Public Works.

By signing this application, the applicant verifies on behalf of the Stationless Bicycle Share Operator that all the information provided is true, and that applicant agrees to the preceding Stationless Bicycle Share Program Terms and Conditions.

Applicant Signature	
Print Name & Date	

Completed Applications can be sent to:

SFMTA
Attention: Bicycle Sharing Program Manager
1 South Van Ness Ave, 7th Floor
San Francisco, CA 94703

For questions, contact Heath Maddox at (415) 701-4605 or heathmaddox@sfmta.com

***SFMTA – Stationless Bikeshare Program Permit Application
Permissible Stationless Shared Bicycle Parking Locations***

Restrictions to eligible Stationless Shared Bicycle parking zones on sidewalks:

1. Stationless Shared Bicycles can only be parked on hard surfaces within the landscape/furniture zone (e.g. concrete, asphalt).
2. Stationless Shared Bicycles shall not be parked at the corners of sidewalks or within five feet of crosswalks or curb ramps.
3. Stationless Shared Bicycles shall not be parked on blocks where the landscape/furniture zone is less than 3 feet wide, or where there is no furniture zone.
4. On blocks without sidewalks, Stationless Shared Bicycles may be parked if the travel lane(s) and 6-foot pedestrian clear zone are not impeded.
5. The SFMTA reserves the right to determine certain block faces where Stationless Shared Bicycle parking is prohibited.
6. Stationless Shared Bicycles shall not be parked in the landscape/furniture zone adjacent to or in any way blocking:
 - a. Parklets;
 - b. Transit stops, shelters or platforms;
 - c. Commercial loading (yellow) zones;
 - d. Passenger loading (white) zones;
 - e. Disabled parking zone;
 - f. Street furniture that requires pedestrian access (for example - benches, parking pay stations, etc.);
 - g. Curb ramps;
 - h. Entryways; and
 - i. Driveways.

**SFMTA – Stationless Bikeshare Program Permit Application
Permit Fees**

Effective July 1, 2017, fees for Stationless Bicycle Share Program Permit are as follows:

Initial Permit Fee	
Less than 500 bicycles	\$12,208
500 to 1,500 bicycles	\$13,787
1,500 to 2,500 bicycles	\$15,702
2,500 to 3,000 bicycles	\$17,280
3,500 or more bicycles	\$19,558
Annual Renewal Fee	
Less than 500 bicycles	\$9,725
500 to 1,500 bicycles	\$11,303
1,500 to 2,500 bicycles	\$13,219
2,500 to 3,500 bicycles	\$14,797
3,500 or more bicycles	\$17,074

Figure 3.10 Intended Transportation Amenities

