



## PUBLIC MEETING AGENDA

### Transportation Commission

#### MEETING DATE

Tuesday, April 10, 2018  
7:30 a.m.

#### MEETING LOCATION

Tempe Transportation Center, Don Cassano Room  
200 E. 5<sup>th</sup> Street, 2<sup>nd</sup> floor  
Tempe, Arizona

AGENDA ITEM	PRESENTER	ACTION or INFORMATION
<b>1. Public Appearances</b> The Transportation Commission welcomes public comment for items listed on this agenda. There is a three-minute time limit per citizen.	Ryan Guzy, Commission Chair	Information
<b>2. Approval of Meeting Minutes</b> The Commission will be asked to review and approve meeting minutes from the March 13, 2018 meeting.	Ryan Guzy, Commission Chair	Action
<b>3. Dockless Bicycle Right-of-Way Use License</b> Staff will present a draft right-of-way use license related to regulating dockless bike share systems.	Shelly Seyler and Marilyn DeRosa, Public Works	Information and Possible Action
<b>4. Ordinances Related to Bicycles and Pedestrians</b> Staff will present information on Tempe's code provisions relating to bicycle crosswalks and street crossing policies and comparison to other Valley cities.	Julian Dresang, Public Works	Information and Possible Action
<b>5. Tempe Streetcar Project</b> Staff will provide an update on the Streetcar project.	Tony Belleau, Public Works	Information and Possible Action
<b>6. Setting Speed Limits</b> Staff will present an analysis of speed limits in Tempe and a recommendation for modifications.	Julian Dresang, Public Works	Information and Possible Action
<b>7. Upstream Dam Bike/Ped Bridge</b> Staff will provide refined designs based on feedback received online and at the February meeting.	Chase Walman, Public Works	Information and Possible Action
<b>8. Department &amp; Regional Transportation Updates</b> Staff will provide updates and current issues being discussed at regional transit agencies.	Public Works Staff	Information
<b>9. Future Agenda Items</b> Commission may request future agenda items.	Ryan Guzy, Commission Chair	Information and Possible Action

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## Minutes City of Tempe Transportation Commission March 13, 2018

Minutes of the Tempe Transportation Commission held on Tuesday, March 13, 2018, 7:30 a.m. at the Tempe Transportation Center, Don Cassano Community Room, 200 E. Fifth Street, Tempe, Arizona.

**(MEMBERS) Present:**

Ryan Guzy (Chair)	Brian Fellows
Paul Hubbell	Shana Ellis
Jeremy Browning	Lloyd Thomas (via phone)
Nigel A.L. Brooks	Charles Redman
Susan Conklu	Bonnie Gerepka

**(MEMBERS) Absent:**

Charles Huellmantel	Kevin Olson
Don Cassano	Shereen Lerner
Cyndi Streid	

**City Staff Present:**

Eric Iwersen, Transit Manager	Chase Walman, Transportation Planner
Shelly Seyler, Deputy Public Works Director	Sue Taaffe, Public Works Supervisor
Tony Belleau, Streetcar Design & Construction Manager	Joe Clements, Transportation Financial Analyst
Laura Kajfez, Neighborhood Services Specialist	TaiAnna Yee, Public Information Officer
Jim Peterson, Lieutenant	Julian Dresang, City Traffic Engineer
Steve Carbajal, Sergeant	

**Guests Present:**

John Federico, resident	JC Porter, ASU
Amy McNamara, resident	

Commission Chair Guzy called the meeting to order at 7:35 a.m.

**Agenda Item 1 – Public Appearances**

None

**Agenda Item 2 – Minutes**

Chair Guzy introduced the minutes of the February 13, 2018 meeting and asked for a motion. A motion was made to approve the minutes.

**Motion:** Commissioner Paul Hubbell

**Second:** Commissioner Nigel A.L. Brooks

**Decision:** Approved

**Agenda Item 3 – Crash Data and Enforcement of Texting**

Julian Dresang, Lieutenant Peterson, and Sergeant Carbajal made a presentation about crash data, enforcement and texting. Topics of the presentation included:

- High crash locations
  - Sources of data
  - Network screening
  - Time of day crashes
  - Non-injury vs. injury crashes
  - Collisions
  - Fatalities
  - Data analysis
  - Heat maps
- Counter measures
- Distracted driving/ texting ordinance

Discussion by the Commission included the following questions and comments:

- Were additional LED lights added at Baseline and Hardy? Staff could not recall but would provide the Commission with this information at a later date.
- What percentage of crashes involved an impaired driver, bicyclist or pedestrian? Bicyclists and pedestrians are over represented compared to the number of miles driven by a motorist. About 50% of fatal crashes typically involve at least one impaired party.
- Lower speeds, better lighting and narrower roadways make for safer travelling conditions for bicyclists and pedestrians.
- What impact does jaywalking have on crashes? It varies depending on location and conditions.
- How does the city define distraction and do stationary GPS devices apply? No, only a mobile electronic device applies to City Code Sec. 19-55.
- On slide 11, why did the number of inattention/distractions decrease? Officers began coding the distraction more specifically by selecting “speed too fast for conditions” or “failed to yield right of way.”
- How has the removal of red light cameras affected crashes? While there is before and after data it is not definitive that red light cameras reduce crashes.
- Did the staffing levels of the Police Department change after the red-light cameras were removed? No. Staffing levels remain the same and officers use data to identify locations for monitoring and resource allocation.
- Do freeway crashes affect Tempe streets? It depends on the situation. For instance, if US 60 is closed due to a crash it may affect traffic volumes on Southern or Baseline which could result in a crash.

**Agenda Item 4 – Fiscal Year 2018/19 Capital Improvement Program Update**

Shelly Seyler made a presentation about FY 2018/19 Transportation-related Capital Improvement Program (CIP).

Topics of the presentation included:

- Public meeting/timeline
- CIP criteria
- Projects
  - Improvement
  - Maintenance
  - Multi-use path
  - Streetscape

- Transit Fund
- Highway User Revenue Fund

Discussion by the Commission included the following questions and comments:

- What is the fiber optic communication item? Currently the City uses leased lines to connect and communicate with some signals in the city. By installing fiber, the city is able to reduce the number of leased lines which results in cost savings as well as increases reliability in communications.
- What improvements will be made at University and Ash as part of the Streetcar Project? Any changes would likely be part of a separate project and not associated with the Streetcar. Staff will continue to study the intersection.
- Will maintenance issues like drainage be addressed along the canals? Yes, issues like this are considered as part of the CIP.
- Will additional funding for the Transportation Master Plan and Vision 0 be included in future CIP submittals? Projects included in the Transportation Master Plan would likely be transit funded or constructed with existing maintenance projects such as mill and overlays when the construction is related to installation of bike lanes not involving major construction. For major projects, grant funding would need to be considered and public involvement would be needed. At this time, there is no specific funding slated for Vision 0 beyond the safety improvements identified in the CIP.

#### **Agenda Item 5 – Department & Regional Transportation Updates**

Shelly Seyler stated the staff liaison of the Transportation Commission has transitioned from Eric Iwersen to Sue Taaffe. Shelly will continue to be the primary point of contact.

#### **Agenda Item 6 - Future Agenda Items**

The following future agenda items have been previously identified by the Commission or staff:

- March 13
- April 10
  - Dockless Bike Share Right-Of-Way Use License
  - Setting Speed Limits
  - Streetcar
  - Upstream Dam Bicycle/Pedestrian Bridge
  - Ordinances Related to Bicycles and Pedestrians
- May 8
  - MAG Design Assistance Grants
  - DTA Update
  - Fifth Street Streetscape
  - Bike Boulevards
- June 12
  - Streetcar
  - Signal Sequencing for Bicycles and Pedestrians
- July 10
- August 14
  - Transit Security Update
- September 11
  - Annual Report
  - Alameda Drive Streetscape
  - North/South Railroad Spur MUP

- October 9
  - Annual Report
- November 13
  - Orbit Saturn
  - Transit Resident Survey Results
- December 11
- TBD: Vision Zero
- TBD: Bus system performance report

Commissioners requested that information the following topics be shared at a future meeting:

- Bike Month Recap
- McClintock Drive Reconfiguration Data
- BRT and Prop 500 Updates

The next meeting is scheduled for April 10, 2018.

The meeting was adjourned at 8:41 a.m.

Prepared by: Sue Taaffe

Reviewed by: Shelly Seyler

# CITY OF TEMPE TRANSPORTATION COMMISSION



## STAFF REPORT

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### AGENDA ITEM 3

#### DATE

April 10, 2018

#### SUBJECT

Bike Share Update

#### PURPOSE

The purpose of this memo is to provide information on dockless bike share systems in Tempe.

#### BACKGROUND

Bicycle sharing is a for-rent public bike program in progressive, urban environments where land use is higher density, bicycle trips are common and transit connections are strong. Bike share programs are meant to support greater access to more sustainable transportation and further reduce dependency on automobiles.

In May 2017, Tempe launched its program with 300 bikes, 425 racks and 30 stations (now at 32 stations). Tempe's bike share program is part of the regional GRiD bike share system which includes the cities of Mesa and Phoenix. Currently, the GRiD system has 900 bikes and 120 stations.

Over the last 12 months, a new type of bicycle sharing technology has emerged called dockless bikes. Dockless bikes lock themselves and do not require a rack or station. The rider uses an app on their phone to locate the nearest bicycle and unlock it. When the rider reaches their destination, they check the bike back into the system which immobilizes the bike by locking the back wheel until someone checks it out. There are three companies operating dockless bikes in Tempe. They include Ofo (yellow bikes), SPIN (orange bikes) and LIME (green bikes). The city does not have a contract with any of these companies.

There are advantages and disadvantages to having dockless bicycle sharing. Advantages include:

- Provides another alternative mode of transportation
- Adds to reach and capacity
- Privately funded

Disadvantages include:

- Visual clutter
- Right-Of Way access
- Minimal city control
- Vendors use city right-of-way for financial gain without paying the city

Since dockless bicycles began operating in Tempe, the city has received more than 100 complaints from residents. Most of the complaints fall into the following categories:

- Bikes blocking the sidewalk
- Bikes are unsightly
- The dockless companies need to be regulated (but they support the concept)
- There are too many dockless bicycles in Tempe
  
- Comments related specifically to the draft license:
  - Allow option in for city to move bikes without impounding bikes
  - More specific definition of “staged, neighborhood, nuisance”
  - More specific definition of repair of maintenance of city property
  - Remove 20% distribution requirement
  - Allow more bikes at bus stops
  - Define right-of-way

## **PROCESS**

Because of resident feedback and ADA accessibility concerns, staff researched peer cities with existing dockless bike share regulations to draft a right-of-way (ROW) use license for dockless bicycles. Peer cities had four universal categories in their regulations: safety, operations, parking and data sharing. Tempe used this model to draft its license. Requirements of the draft license are listed below.

- Safety
  - Insurance
  - Liability
  - Federal, State and Local Laws
- Operations
  - Maximum # of Bicycles
  - Customer Service
- Staging/Parking
  - ADA Compliance
  - Acceptable and Unacceptable Locations
    - Landscaping
    - Bus Stops
    - Downtown/Mill Avenue
    - Neighborhoods
    - Bike Racks
- Data Sharing through GPS

When drafting Tempe’s annual ROW use license to be administered by the Engineering Division, the following was taken into consideration when determining the fees:

- North American Bikeshare Association *Dockless Bikeshare Regulation Guide*
- License administered by Engineering Division
- Renewed annually
- Fees calculated by hours of staff time to administer and monitor program



Below is a table which compares costs associated with other permit/licenses including Tempe’s proposed ROW use license.

CITY	COST PER BIKE IN SYSTEM	PERMIT / LICENSE FEE	BIKE RACK PURCHASE AND INSTALL	BIKE IMPOUNDMENT FEE	REPAIR OR MAINTENANCE of ROW
San Francisco	n/a	\$12,208 (<500 bikes; initial fee)	1 bike rack for every 2 bikes	Billed to applicant	\$2,500/yr for 10 years
Seattle	\$15	\$146 AND \$209/hr est. at \$1,672	n/a	City staff hourly rate + 15%	\$80/bike up to \$10k bond
Tempe	n/a	\$12,000 (250 bikes)	\$2,500 one time fee (954 bike parking spaces)	\$25 per bike	Billed to applicant

### STAKEHOLDER FEEDBACK

On March 21, staff presented the draft license language to the Downtown Tempe Authority Board. The feedback received included:

- Consider adding a bond element
- The dockless companies need to be regulated (but they support the concept)
- Keep GRiD Competitive

Dockless bicycle sharing vendors (Ofo, GRiD, SPIN and Lime) and Tempe Bicycle Action Group had an opportunity to provide feedback on the language of the draft license from March 22 to March 30. TBAG and Lime did not provide a response. Feedback received included:

- Reduce annual fee amount
- Restrict parking near a docked GRID station
- Allow parking near a docked GRID station
- Be (vendor) a member of North American Bike Share Association and in good standing
- Remove 20% distribution requirement
- Eliminate number of bikes per vendor requirement
- Provide more flexible parking requirements
- Remove real-time API requirement
- Allow 3 not 2 bikes at bus stops
- More specific definition of repair of maintenance of city property
- Provide clearer definition of “adjacent, dockless, user, parking surface”
- Remove purchase of bike rack fee

- Provide warning prior to impounding bikes
- Add more requirements for the bike mechanisms
- Require operators have 3 years of experience in the US
- Provide quarterly instead on monthly reports
- Allow for longer time period for restaging
- Allow for more bikes during special events

#### **NEXT STEPS**

Staff plans to make a presentation, similar to the one presented at the April 10 Transportation Commission meeting, to the City Council on April 19. Based on Council direction, staff may submit a request for council action to amend the city code to include the ROW use license fee which includes dockless bike share regulations. If successful, the cities of Mesa, Scottsdale Phoenix have expressed an interest in using Tempe's license as a model in their cities.

#### **FISCAL IMPACT**

n/a

#### **RECOMMENDATION**

This item is for information only.

#### **CONTACTS**

Shelly Seyler  
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Marilyn DeRosa  
Deputy Public Works Director – Engineering  
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[marilyn\\_derosa@tempe.gov](mailto:marilyn_derosa@tempe.gov)

#### **ATTACHMENTS**

1. PowerPoint
2. Draft Right-of-Way Use License for Dockless Bike Share Systems Terms & Conditions
3. Dockless Bicycles in the ROW Use License Proposed Justifications and Calculations Report
4. Proposed Code Fee Change Notice
5. Map of Downtown Area
6. Right-of-Way Use License Application
7. Right-of-Way Use License Insurance Requirements
8. Right-of-Way Use License Indemnification Requirements (Operator and User)
9. Vendor Feedback
10. Resident Feedback
11. Seattle and San Francisco Permit Requirements

Attachment 1

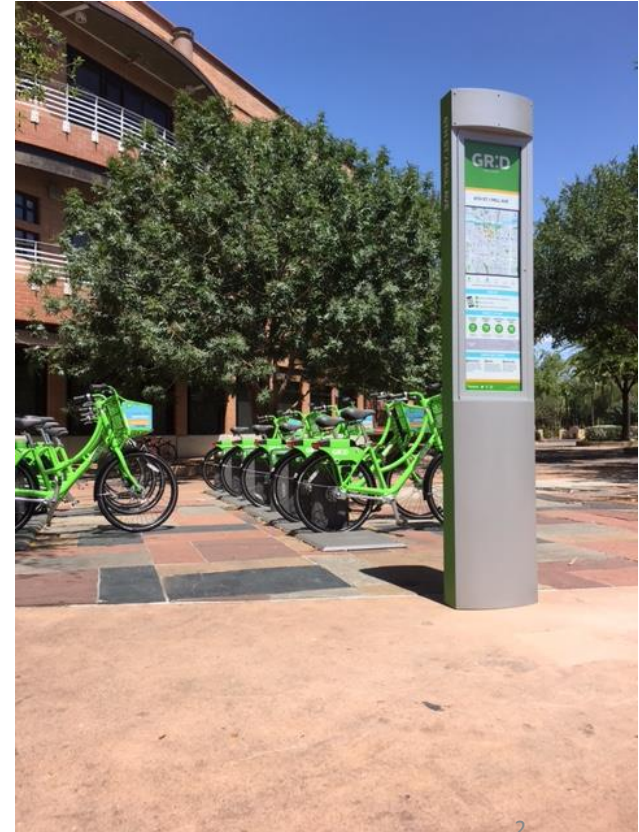
# Dockless Bicycles

**Transportation Commission**

**April 10, 2018**



- Tempe, Phoenix, Mesa
- 900 bikes (300 in Tempe)
- 120 stations (32 in Tempe)



# Dockless Bicycles



- Arrived in December
- 3 companies operating in Tempe, Mesa, Phoenix, Scottsdale
- Do not use docks/racks
- Self locking



# Resident Feedback



- Blocking sidewalks
- Unsightly
- Needs regulations
- Too many bikes
- Support concept
- Related specifically to the draft license:
  - Allow option for city to move bikes without impounding
  - More specific definition of “staged, neighborhood, nuisance”
  - More specific definition of repair or maintenance of city property
  - Remove 20% distribution requirement
  - Allow more bikes at bus stops
  - Define right-of-way



# Pros and Cons of Dockless Bicycles



## ● Pros

- Provides another mode of alternative transportation
- Adds reach & capacity
- Privately funded

## ● Cons

- Visual clutter
- ROW access
- Minimal city control
- Use of ROW for financial gain without benefits to city

# Peer City Permit Elements



- Safety, parking, operations, data
- Referenced North American Bikeshare Association *Dockless Bikeshare Regulation Guide*
- License administered by Engineering Division
- Renewed annually
- Fees calculated by hours of staff time to administer and monitor program



# Right-Of-Way Use License Proposed Requirements



## ● Safety

- Insurance
- Liability
- Federal, State and Local Laws

## ● Operations

- Maximum # of Bicycles
- Customer Service

## ● Staging/Parking

- ADA Compliance
- Acceptable and Unacceptable Locations
  - Landscaping
  - Bus Stops
  - Downtown/Mill Avenue
  - Neighborhoods
  - Bike Racks

## ● Data Sharing through GPS

# Peer Cities Fees



CITY	COST PER BIKE IN SYSTEM	PERMIT / LICENSE FEE	BIKE RACK PURCHASE AND INSTALL	BIKE IMPOUNDMENT FEE	REPAIR OR MAINTENANCE of ROW
San Francisco	n/a	\$12,208 (<500 bikes; initial fee)	1 bike rack for every 2 bikes	Billed to applicant	\$2,500/yr for 10 years
Seattle	\$15	\$146 AND \$209/hr est. at \$1,672	n/a	City staff hourly rate + 15%	\$80/bike up to \$10k bond
Tempe	n/a	\$12,000 (250 bikes)	\$2,500 one time fee (54 bike parking spaces per vendor)	\$25 per bike	Billed to applicant

# Bike Share Vendor Feedback (GRID, Ofo and SPIN)



- Reduce annual fee amount
- Restrict parking near a docked GRID station
- Allow parking near a docked GRID station
- Be (vendor) a member of North American Bike Share Association and in good standing
- Remove 20% distribution requirement
- Eliminate number of bikes per vendor to 250
- Provide more flexible parking requirements
- Remove real-time API requirement
- Allow 3 not 2 bikes at bus stops

# Bike Share Vendor Feedback (GRID, Ofo and SPIN)



- More specific definition of repair of maintenance of city property
- Provide clearer definition of “adjacent, dockless, user, parking surface”
- Remove purchase of bike rack fee
- Provide warning prior to impounding bikes
- Add more requirements for the bike mechanisms
- Require operators have 3 years of experience in the US
- Provide quarterly instead on monthly reports
- Allow for longer time period for restaging
- Allow for more bikes during special events



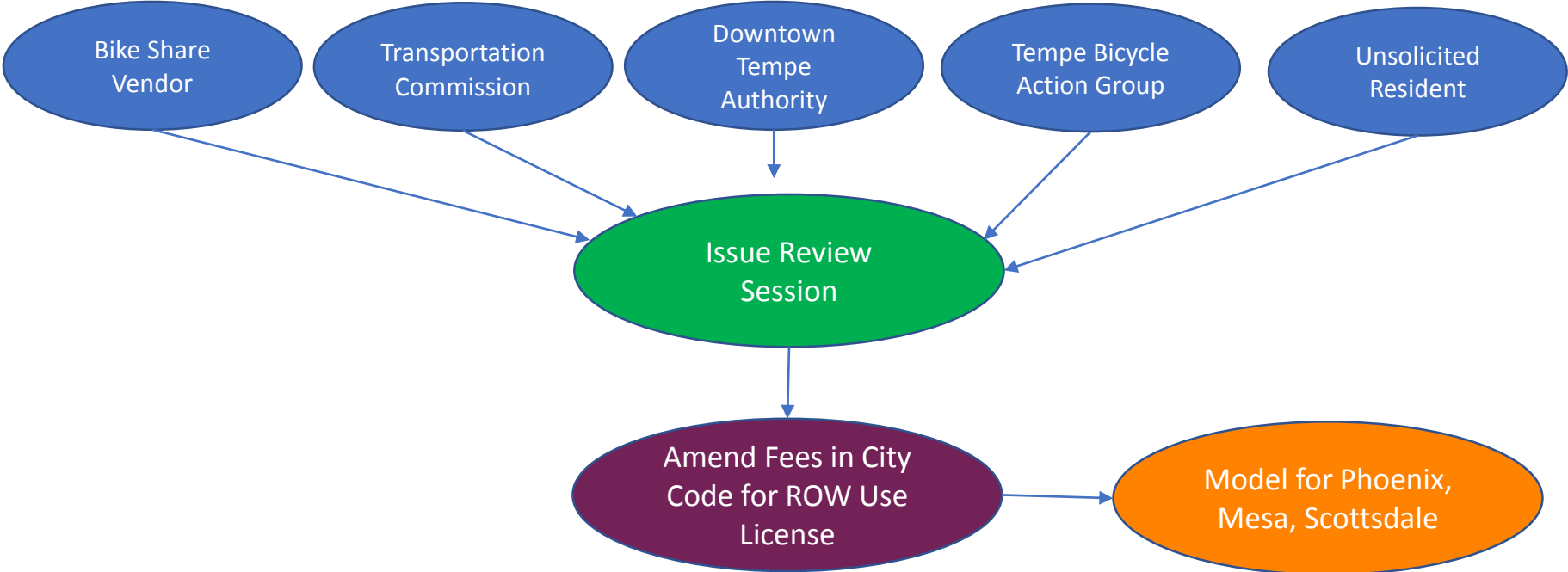
# Downtown Tempe Authority Feedback



- Consider adding a bond element
- Needs regulations
- Supports concept
- Keep GRID competitive



# Next Steps/Process



# Feedback Requested



- Should the city regulate the use of dockless bicycles operate in Tempe?
- If yes, are the license requirements acceptable?
- If yes, are the draft license fees appropriate?



## Right-Of-Way Use License Terms & Conditions

### Definitions

Dockless bicycle: A dockless bicycle is defined as a bicycle that does not require locking it to a bicycle rack or other structure.

Operator: The operator is the entity requesting and issued the right-of-way use license.

User: The operator of the dockless bicycle.

Staged: The placement of the dockless bicycles by the operator.

Parking surface: Concrete, asphalt, bricks or pavers.

Neighborhood: A street with a posted speed limit of 25 mph or less.

Downtown area: The area between Farmer Avenue and College Avenue and from the north bank of Tempe Town Lake in Tempe Beach Park to University Drive (see attached map).

### Section 1 – Safety

Requirement 1.1: Any operator issued a license for dockless bicycles in Tempe shall meet the standards for bicycles outlined in the Code of Federal Regulations under Title 16, Chapter II, Subchapter C, Part 1512. Additionally, the operator shall meet the operation and safety standards outlined in Chapters 7 and 29 of the Tempe City Code and Title 28, Chapter 3 under the Arizona Revised Statutes.

Requirement 1.2: Operator shall have commercial general liability insurance or the equivalent and additional coverages that include the terms contained in the attached document titled *Right-of-Way Use License Insurance Requirements*.

Requirement 1.3: Operator shall agree to indemnify and hold harmless the City of Tempe for all operations within the City and require all users to likewise agree to indemnify and hold harmless the City of Tempe. The license requires and includes, a signed release of liability, assumption of risk and indemnification agreement included in the application packet. Operators shall also include a City-approved release of liability, assumption of the risk and indemnification provisions in their user agreement terms and conditions; alternatively, operators shall add to their user agreement terms and conditions the release of liability, assumption of risk and indemnification agreement for the dockless bicycle user agreement (included in the application packet) for all dockless bicycles operating in Tempe.

Requirement 1.4: Operator agrees to educate users regarding laws applicable to operating a dockless bicycle in Tempe and to comply with all applicable federal, state and local laws.



## **Section 2 – Parking**

Requirement 2.1: All dockless bicycles shall be parked upright on a parking surface by the user. When staged, dockless bicycles shall be parked upright on a parking surface and facing the same direction with no more than five (5) dockless bicycles in a row.

Requirement 2.2: In the downtown area all dockless bicycles shall be staged in or adjacent to bicycle rack (no fewer than 10 feet away from the rack) within the City's right-of-way, excluding GRID bicycle racks.

Requirement 2.3: Dockless bicycles shall be parked and staged as to not block or impede pedestrian and wheelchair traffic in compliance with the American's with Disabilities Act (ADA). A clear width of 36" on a walking surface must be accessible at all times.

Requirement 2.4: No more than two (2) dockless bicycles may be staged adjacent to or at a bus stop.

Requirement 2.5: Staging dockless bicycles in neighborhoods is prohibited.

Requirement 2.6: Operators shall inform users on how to properly park a dockless bicycle.

Requirement 2.7: This license is only valid for operations within the City of Tempe right-of-way.

Requirement 2.8: Operator shall provide the City with a name, direct telephone number and email address of the local staff member responsible for staging dockless bicycles. Operator shall notify the City immediately of any changes to the direct contact information.

Requirement 2.9: Operator shall stage all dockless bicycles every 24 hours, which shall include removing all dockless bicycles from neighborhoods and private property.

Requirement 2.10: Any dockless bicycle parked in one location for more than three (3) consecutive days or parked in a location which causes a safety hazard or nuisance may be impounded by City crews and taken to a City facility for storage at the expense of the operator. The City does not warrant or guaranty the safety or security of impounded dockless bicycles while in storage.

Requirement 2.11: The operator will provide the City with a mechanism for unlocking the dockless bicycles in order for the City to remove the dockless bicycles deemed a safety hazard or nuisance.

Requirement 2.12: Operator shall pay \$25.00 per bicycle, using a check as a payment method, to recover any impounded dockless bicycle. Impounded dockless bicycles may be recovered Wednesdays between 8 a.m. and 5 p.m. at 945 W. Rio Salado Parkway, Tempe. All dockless bicycles belonging to the operator must be recovered at the same time. If 50 dockless bicycles or more are impounded within a three (3) month period by the City, the status of the license will be reviewed by the City Engineer. Dockless bicycles not claimed within 30 calendar days after receiving notification from the City will be considered abandoned property and disposed of pursuant to Tempe City Code.

### Section 3 – Operations

Requirement 3.1: Operator shall have a 24-hour customer service phone number for users and the public to report safety concerns, mechanical problems, complaints, dockless bicycle removal requests or ask questions, and imprint the customer service phone number prominently on the exterior of each dockless bicycle.

Requirement 3.2: Operator shall stage no more than 250 dockless bicycles in Tempe. 20% of the operator's dockless bicycle fleet must be staged south of Broadway Road in Tempe.

Requirement 3.3: Every dockless bicycle shall have a serial number that is visible to the user on the dockless bicycle.

Requirement 3.4: All dockless bicycles shall be equipped with an on-board GPS device capable of providing real-time location data in accordance with the specifications described in Section 4.

Requirement 3.5: If the City incurs any costs for repair or maintenance of public property, including staff time, the operator shall reimburse the City for such costs within 30 business days upon receiving written notice of the City costs.

Requirement 3.6: The City reserves the right to terminate this license at any time and require that the operator's entire fleet of dockless bicycles be removed from City right-of-way. The decommissioning shall be completed within 30 calendar days unless a different time period is agreed to by the City.

Requirement 3.7: The City Engineer may make changes to the Terms & Conditions of this license at any time. The operator must comply with such changes within 30 calendar days.

### Section 4 – Data Sharing

Requirement 4.1: Operator shall provide the City with real-time information for the entire dockless bicycle fleet through a documented application program interface (API) and on-board GPS devices on all dockless bicycles. The operator is directly responsible for providing the API key to the City 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 dockless bicycle operated in the City:

1. Point location
2. Dockless bicycle serial number
3. Type of dockless bicycle

Requirement 4.2: Real-time bicycle location data should be provided via a publicly accessible API in General Bicycles Share Feed Specification (GBFS) format. Required files include:

- gbfs.json
- system\_information.json
- Free\_bicycle\_status.json

Requirement 4.3: Operator will provide the following dockless bicycle availability:

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

Requirement 4.4: Operator will provide the City with a monthly report that specifies:

- Number of dockless bicycles in service
- Number of dockless bicycles out of service (damaged)
- Aggregated system usage – total unique users, total miles ridden, total number of rentals, average rental duration
- Summary of dockless bicycle distribution and GPS-based natural movement in heat map format
- Summary of customer comments/complaints
- Summary of dockless bicycles staging activities

### Section 5 – Fees

Requirement 5.1: Operator shall pay \$12,000.00 for an annual license.

Requirement 5.2: Operator shall pay a one-time fee of \$2,500.00 to the City for the purchase and installation of bicycle racks.

### Application

Any entity interested in applying for a license shall submit an application to the City. The application must include these items:

- Completed annual right-of-way use license application. By signing the application, the applicant and operator agrees to the terms and conditions.
- Insurance documentation
- Release of liability, assumption of risk and indemnification agreement dockless bicycle operator
- Release of liability, assumption of risk and indemnification agreement dockless bicycle user
- Images and description of dockless bicycle
- Written plan educating users on proper dockless bicycle parking
- \$12,000.00 license fee. Check made payable to City of Tempe. The check will only be cashed if a license is issued.



## Dockless Bicycles in the ROW Use License Proposal Justification and Calculations Report

The process to have dockless bicycles in the right-of-way (ROW) approved for operation requires the dockless bicycle share operator to 1) submit a right-of-way use application, and then 2) obtain a right-of-way use license from the City. City of Tempe staff time related to reviewing the application and issuing the license is approximately \$224.79 and annual monitoring and enforcement is estimated at \$624.28 per week or \$32,462.56 a year (assuming 52 weeks in a year).

### Application Approval

The process for approving the right-of-way use license is estimated to take 2 hours of staff time per application. A Principal Civil Engineer would be responsible for reviewing the application to make sure all requirements are met.

### Issuing the License

The process for issuing the right-of-way use license is estimated to take 30 minutes of staff time per application. An Administrative Assistant II would be responsible for issuing the application.

### License Monitoring

The license will require a Senior Engineering Associate to monitor real-time information provided by the operator on a daily basis. It's estimated that this will occur several times throughout the day for a total of 30 minutes per day.

### Enforcement of License

A Senior Engineering Associate will be responsible for collecting bicycles that violate Section 2 – Parking of the license. It's estimated that this will occur several times throughout the day for a total of 1 hour per day.

Once collected, a Public Works Services Specialist will input the operator name and bicycle serial number into a database. When the operator goes to retrieve the bicycle from the city facility, the Public Works Services Specialist will complete the necessary paperwork to release the bicycle. It's estimated that this will occur once a week for a total of 2 hours per week.

	Application Approval	Issuing the License	License Monitoring	Enforcement of License
Principal Civil Engineer	\$200.54/annually			
Admin Assistant II		\$24.25/annually		
Senior Engineering Associate			\$34.19/day (\$170.95/week)	\$68.39/day (\$341.95/week)
Public Works Services Specialist				\$111.38/week

**NOTICE OF PROPOSED IMPOSITION OF APPLICATION FEE FOR DOCKLESS BICYCLE SYSTEMS IN THE RIGHT-OF-WAY**

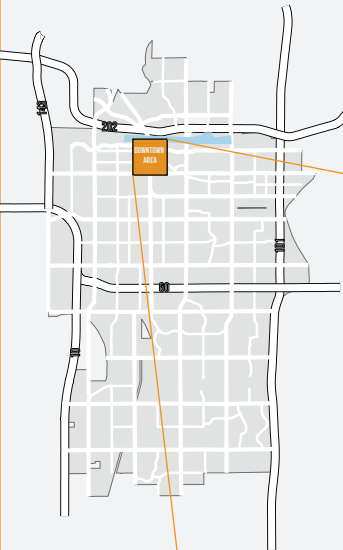
On or about Thursday, May 17, 2018 at 6:00 p.m. in the City Council Chambers, 31. E. Fifth Street, Tempe, Arizona, the Tempe City Council will consider a resolution to amend Appendix A, Tempe City Code, relating to imposing application, impoundment and the purchase of bicycle racks fees for dockless bicycle sharing systems in the right-of-way. By amending Appendix A - Schedule of Fees and Charges, Streets And Sidewalks 29-19 Engineering Fees, Encroachments, Abandonments, and Other Activities in the Public Right-Of-Way to create a fee for Dockless Bicycle Sharing Systems in the Right-of-Way, the resolution will impose an annual application fee, impoundment fees and a one-time fee for the purchase of bicycle racks for applicants operating dockless bicycles in the right-of-way by adding a new Section to Appendix A.

A schedule of the proposed new or increased tax or fee that includes the amount of the tax or fee and a written report or data that supports the new or increased tax or fee is available on the municipality's website.

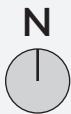
Posted March 13, 2018

# DOWNTOWN AREA

UNIVERSITY DRIVE - RIO SALADO SOUTH BANK PATH  
FARMER AVENUE - COLLEGE AVENUE



Attachment 5





City of Tempe  
Engineering Division  
31 E. Fifth Street  
Tempe, AZ 85281  
480-350-4311

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## RIGHT OF WAY USE LICENSE APPLICATION

**For Engineering Division Office Use Only:**

ROWU LICENSE # \_\_\_\_\_

Date: \_\_\_\_\_

Name of Dockless Bike Share Provider: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Address of Provider: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

***By signing the application, the applicant and operator agree to the terms and conditions of the license.***

Applicant E-Mail: \_\_\_\_\_

City of Tempe Sales Privilege License Number: \_\_\_\_\_ Phone #: \_\_\_\_\_

Checklist for the requirements:

1. completed right-of-way use license application;
2. insurance documentation;
3. indemnify forms (2);
4. images and description of bicycle;
5. written plan educating users on proper bicycle parking;
6. security plan
7. \$12,000 license fee; check made payable to City of Tempe. The check will only be cashed if a license is issued.

**Email Application to: [gregg\\_kent@tempe.gov](mailto:gregg_kent@tempe.gov)**

Any questions related to hauling routes applications or permits should be directed to:

- Engineering (Fees, Insurance, & License): (480) 350-4311
- Tempe Tax and License (Sales Privilege Tax): (480) 350-2955



## **Right-of-Way Use License Insurance Requirements**

Insurance. Prior to commencement of the services provided under this license, Operator shall procure and maintain for the duration of this license insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by Operator, its agents, representatives, employees, sub-operators, or sub-Operators. Operator shall deliver to the City a certificate of insurance acceptable to the City in the amounts and form. Failure of Operator to maintain insurance during the term of the license is a material breach and may result in temporary suspension and possible termination of the license. Insurance requirements are subject to periodic review and reasonable adjustment by the City.

Minimum Limits of Coverage. Without limiting any obligations or liabilities, the Operator, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

Minimum Limits of Insurance. Operator shall maintain limits no less than:

Commercial General Liability. Commercial general liability insurance limit of not less than \$2,000,000 for each occurrence, with a \$3,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this license or the general aggregate shall be twice the required per claim limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this license which coverage will be at least as broad as insurance service officer policy form CG2010 11/85 edition or any replacement thereof. In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance. Such policy shall contain a "severability of interests" provision.

Worker's Compensation. The Operator shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Operator employees engaged in the performance of services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit. In case services are subcontracted, the Operator will



require the sub-operator to provide worker's compensation and employer's liability to at least the same extent as provided by Operator.

Automobile Liability. Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than \$1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Operator services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

Additional Insured. The insurance coverage, except for workers compensation and professional liability coverage, required by this license, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Operator shall be primary insurance, and that any insurance coverage carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Operator. The Operator shall provide the City an Additional Insured Endorsement form.

Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the license is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this license.

Primary Coverage. Operator's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by City shall be excess of the Operator's insurance and shall not contribute to it.

Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect City.

Waiver. The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Operator.

Deductible/Retention. The policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Operator shall be solely responsible for deductible and/or self-insurance retention and City, at its option, may require Operator to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

Certificates of Insurance. Prior to commencing work or services under this license, Operator shall furnish the City with certificates of insurance, or formal endorsements as required by the license, issued by the Operator's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this license are in full force and effect. Such certificates shall identify this license number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: License Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.

Copies of Policies. City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. City of Tempe shall not be obligated, however, to review same or to advise Operator of any deficiencies in such policies and endorsements, and such receipt shall not relieve Operator from, or be deemed a waiver of, City's right to insist on strict fulfillment of Operator's obligations under this license.



**RELEASE OF LIABILITY  
ASSUMPTION OF RISK AND  
INDEMNIFICATION AGREEMENT**

**Dockless or Stationless Bicycle User**

1. **ACTIVITY AND ASSOCIATED RISKS:** I have chosen to participate in dockless or stationless bicycling in Tempe, Arizona (hereinafter referred to as the “Activity”), with [*name of company/operator*]. I understand that:
  - a. The activity is inherently hazardous and I may be exposed to dangers and hazards, including some of the following: falls, fractures, concussions, dangerous weather, overexertion, overheating, injuries from my lack of fitness or conditioning, hyperthermia, hostile or aggressive pedestrians, bicyclists and vehicle drivers, death, equipment failures, losing control of or crashing the bike, traffic, collisions with moving or parked vehicles, road and or trail hazards (such as sewer gratings, gravel, unlevel terrain, washouts and debris), failure to wear a helmet and or other protective equipment and negligence of others;
  - b. As a consequence of these risks, I may be seriously hurt or disabled or may die from the resulting injuries and my property may also be damaged;
  - c. Hospital facilities, qualified medical care and emergency medical attention may be limited or unavailable during the Activity;
  - d. City of Tempe assumes no responsibility for providing medical care during the Activity and I will have to pay for any medical care that I incur.

In consideration of the permission to participate in the Activity, I agree to the terms contained in this document:

2. **ASSUMPTION OF THE RISKS:** I hereby freely and voluntarily assume the above-mentioned risks, as well as other risks not listed, that are part of this Activity, and any harm, injury or loss that may occur to me or my property as a result of my participation in the Activity –including any injury or loss caused by the negligence of the City of Tempe, its employees and officers, officials and agents and other Activity participants. I also understand that any equipment that I provide or rent from the operator, or any other provider, I use at my own risk and that any such equipment is provided without any warranty about its condition or suitability. I also understand that any City of Tempe right of way is used without any warranty about its condition or suitability.
3. **RELEASE OF LIABILITY:** I hereby **RELEASE** the City of Tempe, its employees and officers, officials and agents, the providers of any right of way, land owners, the State of Arizona parks and recreation, municipal or governmental providers of use permits, and their respective employees and officers, officials and agents (the “Released Parties”) **FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from injury, death, loss or harm that occurs to me** or any other person or to any property

during the Activity. This **RELEASE** includes claims for the negligence of the Released Parties and claims for strict liability for unusually dangerous activities. This **RELEASE** does not extend to claims or any other liabilities that Arizona law does not permit to be excluded by agreement. I also agree not to sue or make a claim against the Released Parties for death, injuries, loss or harm that occur during the Activity or are related in any way to the Activity.

4. **INDEMNIFICATION, HOLD HARMLESS, AND DEFENSE:** I promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims to which section 3 of this agreement applies, including claims for their own negligence. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Activity. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this section, will be binding on my estate and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.
5. **INDEPENDENT CONTRACTORS:** I acknowledge that the City of Tempe has no control over and assumes no responsibility for the actions of any operator or any independent contractors providing any services for the Activity.
6. **SEVERABILITY:** I agree that the purpose of this agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as permitted by Arizona law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.
7. **APPLICABLE LAW, FORUM AND ATTORNEY'S FEES:** This agreement is governed by and shall be construed in accordance with the laws of the state of Arizona, without reference to its choice of law rules. I agree that any dispute arising from this Agreement or in any way associated with the Activity shall be brought only in a state or federal court located in Maricopa County, Arizona, and I agree to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the prevailing party will pay all attorney's fees and costs of the parties seeking to uphold the agreement.

**I HAVE FULLING INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.**

Signature of user:

Name printed:

Date

**If user is a minor, signature of a parent or responsible adult is required below.** In consideration of the minor child being permitted to participate in the Activity, I accept and agree to the full contents of this agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding this Activity. I also agree to **RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties from all liabilities, and claims that arise in any way from any injury, death, loss of harm that occurs to the minor child** during the Activity or in any way related to the Activity. This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this agreement is intended to release claims that Arizona law does not permit to be excluded by agreement.

Parent/Responsible Adult Signature: \_\_\_\_\_

Name printed: \_\_\_\_\_

Relationship: \_\_\_\_\_

Date: \_\_\_\_\_



**RELEASE OF LIABILITY  
ASSUMPTION OF RISK AND  
INDEMNIFICATION AGREEMENT  
Dockless or Stationless Bicycle Operator**

1. **ACTIVITY AND ASSOCIATED RISKS:** The operator has chosen to provide a dockless or stationless bicycle operation in Tempe, Arizona (hereinafter referred to as the “Activity”). Operator understands that:
  - a. The activity is inherently hazardous and the operator and the operator’s users may be exposed to dangers and hazards, including some of the following: falls, fractures, concussions, dangerous weather, overexertion, overheating, injuries from a lack of fitness or conditioning, hyperthermia, hostile or aggressive pedestrians, bicyclists or vehicle drivers, death, equipment failures, losing control of or crashing the bike, traffic, collisions with moving or parked vehicles, road and or trail hazards (such as sewer gratings, gravel, unlevel terrain, washouts and debris), failure to wear a helmet and or other protective equipment and negligence of others;
  - b. As a consequence of these risks, the operator or the operator’s users may be seriously hurt or disabled or may die from the resulting injuries and the property of the operator or operator’s user may also be damaged;
  - c. Hospital facilities, qualified medical care and emergency medical attention may be limited or unavailable during the Activity;
  - d. City of Tempe assumes no responsibility for providing medical care during the Activity and the operator or the operator’s users will have to pay for any medical care that the operator or the operator’s users incur.

In consideration of the permission to participate in the Activity, the operator agrees to the terms contained in this document:

2. **ASSUMPTION OF THE RISKS:** The Operator hereby freely and voluntarily assumes the above-mentioned risks, as well as other risks not listed, that are part of this Activity, and any harm, injury or loss that may occur to the operator or the operator’s user or the property of the operator or the operator’s user as a result of the participation in the Activity –including any injury or loss caused by the negligence of the City of Tempe, its employees and officers, officials and agents and other Activity participants. Operator also understands that any equipment provided or rented from the operator, or any other provider, is used at the operator’s own risk or the user’s own risk and that any such equipment is provided without any warranty from the City of Tempe about its condition or suitability. Operator also understands that any City of Tempe right of way is used for the Activity without any warranty about its condition or suitability.
3. **RELEASE OF LIABILITY:** Operator hereby **RELEASES** the City of Tempe, its employees and officers, officials and agents, the providers of any right of way, land owners, the State of Arizona

parks and recreation, municipal or governmental providers of use permits, and their respective employees and officers, officials and agents (the "Released Parties") **FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from injury, death, loss or harm that occurs to the operator** or any other person or to any property during the Activity. This **RELEASE** includes claims for the negligence of the Released Parties and claims for strict liability for unusually dangerous activities. This **RELEASE** does not extend to claims or any other liabilities that Arizona law does not permit to be excluded by agreement. Operator also agrees not to sue or make a claim against the Released Parties for death, injuries, loss or harm that occur during the Activity or are related in any way to the Activity.

4. **INDEMNIFICATION, HOLD HARMLESS, AND DEFENSE:** Operator promises to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims to which section 3 of this agreement applies, including claims for the Released Parties' own negligence. Operator also promises to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims for its own negligence, and any other claim arising from its conduct during the Activity. In accordance with these promises, Operator will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees, that the Released Parties incur because of any such claims made against them. Operator agrees that the terms of this agreement, including the indemnification obligation in this section, will be binding on any of Operator's successor's in interest who will be obligated to respect and enforce them.
5. **INDEPENDENT CONTRACTORS:** I acknowledge that the City of Tempe has no control over and assumes no responsibility for the actions of any operator or any independent contractors providing any services for the Activity.
6. **SEVERABILITY:** Operator agrees that the purpose of this agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as permitted by Arizona law. Operator agrees that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. Operator also agrees that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.
7. **APPLICABLE LAW, FORUM AND ATTORNEY'S FEES:** This agreement is governed by and shall be construed in accordance with the laws of the state of Arizona, without reference to its choice of law rules. Operator agrees that any dispute arising from this Agreement or in any way associated with the Activity shall be brought only in a state or federal court located in Maricopa County, Arizona, and Operator agrees to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, Operator agrees that the prevailing party will pay all attorney's fees and costs of the party seeking to uphold the agreement.

**OPERATOR HAS FULLY INFORMED ITSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. OPERATOR UNDERSTANDS THIS IS A CONTRACT THAT AFFECTS LEGAL RIGHTS AND OPERATOR SIGNS IT VOLUNTARILY.**

Signature of user: \_\_\_\_\_

Name printed: \_\_\_\_\_

Date: \_\_\_\_\_



Attachment 9  
SPIN COMMENTS



**Right-Of-Way Use License  
Terms & Conditions**

**Definitions**

Dockless bicycle: A dockless bicycle is defined as a bicycle that does not require locking it to a bicycle rack or other structure.

Operator: The operator is the entity requesting and issued the right-of-way use license.

User: The operator of the dockless bicycle.

Staged: The placement of the dockless bicycles by the operator.

Parking surface: Concrete, asphalt, bricks or pavers.

Neighborhood: A street with a posted speed limit of 25 mph or less.

Downtown area: The area between S. Farmer Avenue and S. College Avenue and from the north bank of Tempe Town Lake in Tempe Beach Park to University Drive (see attached map).

**Section 1 – Safety**

Requirement 1.1: Any operator issued a license for dockless bicycles in Tempe shall meet the standards for bicycles outlined in the Code of Federal Regulations under Title 16, Chapter II, Subchapter C, Part 1512. Additionally, the operator shall meet the operation and safety standards outlined in Chapters 7 and 29 of the Tempe City Code and Title 28, Chapter 3 under the Arizona Revised Statutes.

Requirement 1.2: Operator shall have commercial general liability insurance or the equivalent and additional coverages that include the terms contained in the attached document titled *Right-of-Way Use License Insurance Requirements*.

Requirement 1.3: Operator shall agree to indemnify and hold harmless the City of Tempe for all operations within the City and require all users to likewise agree to indemnify and hold harmless the City of Tempe. The license requires and includes, a signed release of liability, assumption of risk and indemnification agreement included in the application packet. Operators shall also include a City-approved release of liability, assumption of the risk and indemnification provisions in their user agreement terms and conditions; alternatively, operators shall add to their user agreement terms and conditions the release of liability, assumption of risk and indemnification agreement for the dockless bicycle user agreement (included in the application packet) for all dockless bicycles operating in Tempe.

Requirement 1.4: Operator agrees to educate users regarding laws applicable to operating a dockless bicycle in Tempe and to comply with all applicable federal, state and local laws.

## Section 2 – Parking

Requirement 2.1: All dockless bicycles shall be parked upright on a parking surface by the user. When staged, dockless bicycles shall be parked upright on a parking surface and facing the same direction with no more than five (5) dockless bicycles in a row.

Requirement 2.2: In the downtown area all dockless bicycles shall be staged in or adjacent to bicycle rack (no fewer than 10 feet away from the rack) within the City's right-of-way, excluding GRID bicycle racks.

Requirement 2.3: Dockless bicycles shall be parked and staged as to not block or impede pedestrian and wheelchair traffic in compliance with the American's with Disabilities Act (ADA). A clear width of 36" on a walking surface must be accessible at all times.

Requirement 2.4: No more than two (2) dockless bicycles may be staged adjacent to or at a bus stop.

Requirement 2.5: Staging dockless bicycles in neighborhoods is prohibited.

Requirement 2.6: Operators shall inform users on how to properly park a dockless bicycle.

Requirement 2.7: This license is only valid for operations within the City of Tempe right-of-way.

Requirement 2.8: Operator shall provide the City with a name, direct telephone number and email address of the local staff member responsible for staging dockless bicycles. Operator shall notify the City immediately of any changes to the direct contact information.

Requirement 2.9: Operator shall stage all dockless bicycles every 24 hours, which shall include removing all dockless bicycles from neighborhoods and private property.

Requirement 2.10: Any dockless bicycle parked in one location for more than three (3) consecutive days or parked in a location which causes a safety hazard or nuisance may be impounded by City crews and taken to a City facility for storage at the expense of the operator. The City does not warrant or guaranty the safety or security of impounded dockless bicycles while in storage.

Requirement 2.11: The operator will provide the City with a mechanism for unlocking the dockless bicycles in order for the City to remove the dockless bicycles deemed a safety hazard or nuisance.

Requirement 2.12: Operator shall pay \$25.00 per bicycle, using a check as a payment method, to recover any impounded dockless bicycle. Impounded dockless bicycles may be recovered Wednesdays between 8 a.m. and 5 p.m. at 945 W. Rio Salado Parkway, Tempe. All dockless bicycles belonging to the operator must be recovered at the same time. If 50 dockless bicycles or more are impounded within a three (3) month period by the City, the status of the license will be reviewed by the City Engineer. Dockless bicycles not claimed within 30 calendar days after receiving notification from the City will be considered abandoned property and disposed of pursuant to Tempe City Code.

**Commented [BK1]:** If to be parked in or adjacent to the rack, how can they be asked to be "no fewer" than 10 ft away from rack?

**Commented [BK2]:** Does adjacent to use the same definition above in 2.2?

**Commented [BK3]:** Spin would recommend changing this to either 5 or 7 days to allow the system to correct itself. A three day turnaround could put additional strain on an operator's rebalancing team.

Spin also reads this to run counter to staging all bicycles per Section 2.9 daily if they can be left in one locale for up to 3 days (assuming they have been moved from initially staged location).

### Section 3 – Operations

Requirement 3.1: Operator shall have a 24-hour customer service phone number for users and the public to report safety concerns, mechanical problems, complaints, dockless bicycle removal requests or ask questions, and imprint the customer service phone number prominently on the exterior of each dockless bicycle.

Requirement 3.2: Operator shall stage no more than 250 dockless bicycles in Tempe. 20% of the operator's dockless bicycle fleet must be staged south of Broadway Road in Tempe.

Requirement 3.3: Every dockless bicycle shall have a serial number that is visible to the user on the dockless bicycle.

Requirement 3.4: All dockless bicycles shall be equipped with an on-board GPS device capable of providing real-time location data in accordance with the specifications described in Section 4.

Requirement 3.5: If the City incurs any costs for repair or maintenance of public property, including staff time, the operator shall reimburse the City for such costs within 30 business days upon receiving written notice of the City costs.

Requirement 3.6: The City reserves the right to terminate this license at any time and require that the operator's entire fleet of dockless bicycles be removed from City right-of-way. The decommissioning shall be completed within 30 calendar days unless a different time period is agreed to by the City.

Requirement 3.7: The City Engineer may make changes to the Terms & Conditions of this license at any time. The operator must comply with such changes within 30 calendar days.

### Section 4 – Data Sharing

Requirement 4.1: Operator shall provide the City with real-time information for the entire dockless bicycle fleet through a documented application program interface (API) and on-board GPS devices on all dockless bicycles. The operator is directly responsible for providing the API key to the City 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 dockless bicycle operated in the City:

1. Point location
2. Dockless bicycle serial number
3. Type of dockless bicycle

Requirement 4.2: Real-time bicycle location data should be provided via a publicly accessible API in General Bicycles Share Feed Specification (GBFS) format. Required files include:

- gbfs.json
- system\_information.json
- Free\_bicycle\_status.json

**Commented [BK4]:** Is there an adjudication process to determine costs/causes? If not, Spin recommends a process by which these matters can be adjudicated.

Requirement 4.3: Operator will provide the following dockless bicycle availability:

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

Requirement 4.4: Operator will provide the City with a monthly report that specifies:

- Number of dockless bicycles in service
- Number of dockless bicycles out of service (damaged)
- Aggregated system usage – total unique users, total miles ridden, total number of rentals, average rental duration
- Summary of dockless bicycle distribution and GPS-based natural movement in heat map format
- Summary of customer comments/complaints
- Summary of dockless bicycles staging activities

#### Section 5 – Fees

Requirement 5.1: Operator shall pay \$12,000.00 for an annual license.

Requirement 5.2: Operator shall pay a one-time fee of \$2,500.00 to the City for the purchase and installation of bicycle racks.

#### Application

Any entity interested in applying for a license shall submit an application to the City. The application must include these items:

- Completed annual right-of-way use license application. By signing the application, the applicant and operator agrees to the terms and conditions.
- Insurance documentation
- Release of liability, assumption of risk and indemnification agreement dockless bicycle operator
- Release of liability, assumption of risk and indemnification agreement dockless bicycle user
- Images and description of dockless bicycle
- Written plan educating users on proper dockless bicycle parking
- \$12,000 license fee. Check made payable to City of Tempe. The check will only be cashed if a license is issued.

**Commented [BK5]:** In the various markets where Spin operates, we have not encountered an annual license fee anywhere near this amount. Spin would like to work with the City on options for reducing this license fee.

**Commented [BK6]:** Given the dockless nature of Spin's system and the overall nature of this license, Spin recommends removing this clause. Should the City be concerned about bicycle parking, Spin recommends alternative options, such as bicycle parking via painted boxes or some other mechanism.



**March 30, 2018**

**VIA EMAIL**

Sue Taaffe  
City of Tempe  
Public Works Supervisor  
200 E. Fifth Street, 2nd Floor  
Mail Code 04-01  
Tempe, AZ 85281  
(480) 350-8663  
sue\_taaffe@tempe.gov

**Re: CycleHop, LLC's Response to City of Tempe's Request for Feedback on Right of Way Permit for Dockless Bicycles**

Dear Ms. Taaffe:

In response to your e-mail correspondence on March 29, 2018, please find enclosed CycleHop, LLC's feedback on The City of Tempe's draft Dockless Bicycle Right-of-Way Use License.

CycleHop would be happy to walk you through our suggestions and discuss the licensing process in more detail at your convenience.

Please do not hesitate to contact me directly if you have any questions.

Best regards,

Jeff Titone  
Regional Manager  
CycleHop, LLC

**Feedback to Right of Way Permit – CycleHop, LLC**

<b>Section</b>	<b>Description of Concern</b>	<b>Suggested Alternative Wording</b>
Definitions – Dockless bicycle	The definition of dockless bicycle should be amended to clarify who is required to lock the bicycle, i.e. the rider.	<p>The current definition of “Dockless bicycle” should be replaced with the following language:</p> <p><i>A dockless bicycle is defined as a bicycle that has a self-contained locking mechanism to prevent mobility and does not require the rider to lock the bicycle to a bicycle rack or other structure on either public or private property.</i></p>
Definitions - User	The definition of “User” currently includes the word “Operator” in the definition and creates confusion with the defined term “Operator”.	<p>The current definition of “User” should be replaced with the following language:</p> <p><i>The customer who is legally responsible for the rental and proper use of the dockless bicycle.</i></p>
Definitions – Parking surface	The definition of “Parking surface” does not specify if the concrete, asphalt, bricks or pavers need to be on public or private property, and whether they need to be compliant with the Americans with Disabilities Act.	<p>The current definition of “Parking surface” should be replaced with the following language:</p> <p><i>Concrete, asphalt, bricks, or pavers located on public property in a location that is accessible and compliant with the Americans with Disabilities Act.</i></p>
1.4	Section 1.4 does not provide any mechanisms to ensure the operator complies.	<p>The following language should replace the language currently included in Section 1.4:</p> <p><i>Operator agrees to include language in its Terms of Use that educate users on the laws applicable to operating a dockless bicycle in Tempe. Operator must also comply with all applicable federal, state and local laws</i></p>

**Feedback to Right of Way Permit – CycleHop, LLC**

2.1	This requirement in regards to each user’s obligation to park the bikes upright is unclear. Since it is a requirement of the User, the language should specify who determines non-compliance and who is responsible for enforcing any penalty, i.e. the City or the operator.	<p>The following language should replace the language currently included in Section 2.1:</p> <p><i>Operator shall include language in its Terms of Use to require all users to park all dockless bicycles upright on a parking surface by the user, and that failure to do so will result in a monetary penalty in an amount to be determined by the City, assessed by the City on the user to be collected by the operator and remitted to the City.</i></p> <p><i>When staged by the operator, dockless bicycles shall be parked upright on a parking surface and facing the same direction with no more than five (5) dockless bicycles in a row. Groups of 5 dockless bicycles should be separated by a distance of at least 20 feet.</i></p>
2.6	This obligation of the operator is not framed in such a way that the City can check for compliance easily.	<p>The following language should replace the language currently included in Section 2.6:</p> <p><i>Operator shall include language in its Terms of Use that instructs the users on the proper way to park a dockless bicycle.</i></p>
2.9	Operationally, it is impossible to stage all dockless bikes every 24 hours. This should be revised so that we are required to monitor for dockless bikes that are parked in neighborhoods and private properties, and have those bikes staged.	<p>The following language should replace the language currently included in Section 2.9:</p> <p><i>Operator shall endeavor to monitor the dockless bicycle every 24 hours, and shall remove and stage any dockless bicycle it discovers to be located in a neighborhood or private property.</i></p>

**Feedback to Right of Way Permit – CycleHop, LLC**

<p>2.12</p>	<p>Section 2.12 does not explain a mechanism or process through which the operator can contest the improper impounding of dockless bicycles. It also does not set forth a warning process under which the operator can remedy infractions before impoundment.</p>	<p>The following should be inserted as a new Section 2.12:</p> <p><i>If the City becomes aware that a dockless bike is parked in a restricted area, it shall provide electronic notice to the operator requesting that such bike be removed and staged. Operator shall have 24 hours after receipt of the City’s notice to remove the dockless bicycle found in a restricted area and stage it. If the operator fails to remove and stage the dockless bike that was located in a restricted area within 24 hours after the receipt of such electronic notice, then operator shall be liable to pay City a fee of \$25.00, using a check as a payment method, to recover any dockless bicycle impounded. Impounded dockless bicycles may be recovered Wednesdays between 8 a.m. and 5 p.m. at 945 W. Rio Salado Parkway, Tempe. All dockless bicycles belonging to the operator that have been impounded must be recovered at the same time. If 50 dockless bicycles or more are impounded within a three (3) month period by the City, the status of the license will be reviewed by the City Engineer. Dockless bicycles not claimed within 30 calendar days after receiving notification from the City will be considered abandoned property and shall be disposed of pursuant to the Tempe City Code.</i></p>
<p>Section 3.7</p>	<p>Section 3.7 does not allow the operator a right to terminate the license if it does not agree with the new changes or if it otherwise cannot comply with the new changes to the Terms and Conditions. The language also does not require the City Engineer to provide a copy of the changes to the operator.</p>	<p>The following language should replace the language currently included in Section 3.6:</p> <p><i>The City Engineer may make changes to the Terms &amp; Conditions of this license at any time by providing the operator written notice of such changes. Upon receipt of notice of any changes to the Terms &amp; Conditions, the operator shall have the right to terminate this license; provided, however, if it does not elect to terminate this license then it will have to be in compliance with such modified Terms &amp; Conditions within 30 calendar days after receipt of notice of the changes to the Terms &amp; Conditions.</i></p>



**Feedback to Right of Way Permit – CycleHop, LLC**

New Section	There should be a requirement to maintain dockless bicycles in good and working condition.	<p>The following language should replace the language currently included in Section 3.8:</p> <p><i>Operator is required to maintain the dockless bicycles in good and functioning condition. Failure to do so may result in termination of the license.</i></p>
New Section	There should be a requirement to provide the City with maintenance plans.	<p>The following should be inserted as a new Section 3.9:</p> <p><i>Dockless bicycle operators are responsible for implementing and submitting to the City of Tempe a maintenance, cleaning, and repair plan for approval.</i></p>
New Section	There should be a requirement to remove inoperable dockless bicycles.	<p>The following should be inserted as a new Section 3.10:</p> <p><i>Any dockless bicycle rendered inoperable or that is not safe to operate shall be removed from the right-of-way within 24 hours after receipt of notice from the City, and shall be repaired before the bicycle is returned to revenue service.</i></p>
New Section	There should be a requirement for operator to have a user privacy policy.	<p>The following should be inserted as a new Section 3.11:</p> <p><i>Operator will provide a Privacy Policy to all users that includes safeguards for a user’s personal, financial, travel and usage information including, but not limited to, trip origination and destination data.</i></p>
New Section	There should be a prohibition on staging dockless bicycles next to the City’s existing bikeshare stations.	<p>The following should be inserted as a new Section 3.12:</p> <p><i>Dockless bicycles shall not be staged within 100 feet of a Grid bicycle rack.</i></p>
New Section	There should be a requirement to inform users of proper dockless bicycle parking locations through a mobile application and/or website.	<p>The following should be inserted as a new Section 3.13:</p> <p><i>Operators shall inform users of approved dockless parking areas with geo-fencing technology through its mobile application and/or website.</i></p>

**Feedback to Right of Way Permit – CycleHop, LLC**

New Section	There should be a minimum level of experience required for operators.	The following should be inserted as a new Section 3.14:  <i>Operators must have at least 3 years of experience operating a bikeshare program in the U.S.</i>
New Section	There should be a requirement specifying where the dockless bicycles can be parked, i.e. on private or public property.	The following should be inserted as a new Section 3.15:  <i>Operator shall include language in its Terms of Use that notifies users that dockless bicycles must be parked on public property in the “furniture zone” of sidewalks or by public bike racks and are prohibited from being parked on private property unless written permission is given by property owner.</i>
New Section	There should be a requirement that dockless bicycles have the ability to be locked to a bicycle rack.	The following should be inserted as a new Section 3.16:  <i>Dockless bicycles must have the ability and locking mechanism required to be locked to a bicycle rack to allow greater theft prevention.</i>
New Section	There should be a requirement that all bike share operators be members of the North America Bikeshare Association.	The following should be inserted as a new Section 3.17:  <i>Operator shall be a member in good standing with the North America Bikeshare Association (“NABSA”) at all times during the duration of this license. If operator is no longer a member in good standing with the NABSA, then the City may terminate such operator’s license.</i>
New Section	To maintain uniformity amongst the operators, all operators should be subject to the same service level agreements.	The following should be inserted as a new Section 3.18  <i>All operators shall be subject to the same service level requirements. To maintain uniformity, the City shall enter into separate service level agreements with each operator that contain identical service level requirements. If the City makes any changes to a service level agreement, then such changes shall apply to all operators and the city shall notify all operators of such changes, including those who had previously entered into a service level agreement with the City prior to the changes being made.</i>



March 30, 2018

Sue Taaffe  
City of Tempe  
Public Works Supervisor  
200 E. Fifth Street, 2<sup>nd</sup> Floor  
Mail Code 04-01  
Tempe, AZ 85281

**Re: Ofo Comments on Tempe Draft Right-Of-Way Use License Terms & Conditions for Dockless**

Dear Ms. Taaffe:

Thank you for giving ofo the opportunity to weigh in on the draft ROW license for the City of Tempe. Our comments largely revolve around the policies guiding the following:

- Eliminate new, artificial constraints on the number of bikes as it significantly reduces ridership and reliability.
- Change fee structure to bring more in line with comparable cities.
- Provide more flexibility around parking and rack requirements.
- Remove real-time API requirements, bringing it in line with what other cities are receiving.

Below we've provided some recommendations and comments regarding changes we feel should be made to the license requirements. We would appreciate the opportunity to clarify any of these and get additional clarity from staff per our questions at the end of this document.

Thank you,

A handwritten signature in black ink that reads 'Katie E. Stevens'.

Katie Stevens  
Head of Public Policy – West  
Ofo US Limited  
[katie@ofobike.com](mailto:katie@ofobike.com)

## **Recommendations**

### **Definitions**

- Consider changing the definition of “dockless bicycle” to “a bicycle that is self-locking and that is not connected to a docking station.”
- Add “gravel” to the definition of “parking surface.”

### **Section 2 – Parking**

A number of these requirements may be onerous for the city to enforce.

- Requirement 2.2: In the downtown area all dockless bicycles shall be staged in or adjacent to a bicycle rack (no fewer than 10 feet away from the rack) within the City’s right-of-way, excluding GRID bicycle racks. We ask that bikes be allowed to be staged adjacent to GRID bicycle racks as the average consumer likely will not distinguish between the various types of racks.
- Requirement 2.4: Increase the number of bikes that may be staged adjacent to or at a bus stop from 2 to 3. Also, provide an exception for special events where a request is made for additional bikes (e.g. sports events with large number of attendees)
- Requirement 2.5: Remove this provision or replace “neighborhoods” with “residential areas.” Currently, the draft definition of “neighborhood” refers to a street with speed limit of 25 mpg or less, which would require that we exclude some park areas that are attractive for bike riders.
- Requirement 2.10: Since the city encompasses a broad area, we would recommend extending this to 5 days instead of 3, or include language that states “The City recommends that any dockless bicycle parked in one location for more than three (3) consecutive days...”
- Requirement 2.12: Creates a process by which impoundment may be pursued by the City. We have found that residents may ride a bike from their place of residence to and from work. As a result, what may look like dormant bike, may be ridden daily to and from that location. We request language be added that provides us the opportunity to prove this ridership to the City before being required to pay any impoundment fee. If the City finds our data proves consistent ridership, operators should not be required to pay a fee and these bikes should not be counted toward the 50 dockless bike count that triggers a review by the City Engineer.

### **Section 3 – Operations**

- Requirement 3.1: Add email address to this requirement as shown here: “Operator shall have a 24-hour customer service phone number and/or email address for users and the public to report safety concerns, mechanical problems, complaints, dockless bicycle removal requests or ask questions, and imprint the customer service phone number and/or email address prominently on the exterior of each dockless bicycle.”
- Requirement 3.2: We strongly believe that providing an artificial cap, especially one as low as 250 per operator, and the requirement that 20% of fleet be staged south of Broadway Road, will significantly reduce the success of the program. The 250 number is a *fraction* of the ridership ofo is seeing in the City. The dockless model relies heavily on a rider’s ability to access a bike anywhere, at any time. If a user can no longer rely on a bike for consistent ridership (e.g. to and from work), changes in behavior to encourage transit ridership, reduce traffic congestion, and increase a healthier transit option will be substantially diminished.

**We strongly recommend that the City remove the cap and distribution requirements**, like the 20%, knowing that the previous section already provides caps on staging bikes, and with the understanding that it is simply not in the financial interest of a private dockless company to provide more bikes than will be ridden.

#### **Section 4 – Data Sharing**

- Requirement 4.1, 4.2, and 4.3: **We strongly recommend you remove the requirement that operators provide real-time API data.** This requirement is not a standard in other cities where dockless systems operate. It provides access to the proprietary data of private companies and may threaten user privacy. We can elaborate on our concerns as discussed once we better understand the goal the City is trying to achieve.
- Requirement 4.4: We recommend the City require these reports quarterly instead of monthly.

#### **Section 5 – Fees**

- Requirement 5.1: The proposed fee for the annual license would make it one of the highest in the country. We **strongly suggest** a lower flat fee or tiered license structure based on the number of bikes introduced into the city, similar to what other cities employ, such as:
  - Less than 500 bicycles (\$)
  - 501 – 1,000 bicycles (\$+)
  - 1,001 – 2,000 (\$+)
  - Over 2,000 (\$+)
- Requirement 5.2: This one-time fee for the purchase and installation of bike racks should only be required for those companies that require users to lock bikes to a stationary object or bike rack.

#### **Questions**

**Parking – Requirement 2.9:** We are confused about this requirement to “stage all dockless bicycles every 24 hours, which shall include removing all dockless bicycles from neighborhoods and private property.” Staging occurs throughout the day and we consistently rebalance bikes.

**Data Sharing:** We have strong concerns over some of the data-sharing requirements and would appreciate an opportunity to better understand the City’s goal and determine how we can help meet it without disclosing proprietary data and private data of our users.

# City of Tempe Right-of-Way Use License for Dockless Bicycles

Comments by Cliff Anderson

3/29/2018

Page 1

Definitions

Neighborhood: Doesn't make sense to define this as a street. Did you mean to call it "Neighborhood street"?

Page 2

Req 2.2 - How far between groups? How close to be in same group? "No fewer than 10 feet away from the rack": what if rack is full? "Within the City's right-of-way": is this marked? How will users know? "Excluding GRID bicycle": reference is ambiguous; do you mean to define a keep-out zone around GRID racks where dockless bikes can't be positioned?

Req 2.4 - Isn't this one of the prime use cases? Don't we want more use of buses? If so, why limit to 2 bicycles?

Req 2.5 - Makes no sense based on definition of neighborhood above (which is a "street"). Unless you meant "don't park it in the street." But I think that should be the requirement everywhere.

Req 2.9 - What exactly does this mean? The definition of stage is placed, so literally, this means "operator shall place all dockless bicycles every 24 hours" which is vague and thus useless.

Req 2.10 - 3 days: How tested? Chalk or does officer write down serial number? Bikes all look the same. Define nuisance. If the bike is parked in a location which causes a safety hazard, it's the user's action that causes this, but the penalty is assessed on the operator. Do you need to provide authorization for city personnel to move the bike to alleviate the problem in this case, without impounding?

Req 2.11 - So crew can roll it? It's not locked to anything.

Page 3

Req 3.2 - 20%: For what purpose? Seems like over-regulation. The 250-bike rule could be circumvented by setting up distributors.

Req 3.3 - Should be visible to anyone, i.e. for enforcement.

Req 3.5 - costs due to what? Need to specify costs related to something about the operator's dockless bikes.

Page 4

Req 5.2 - Good to allocate funds for bike racks, but suggest you simply say there's a application fee. The fee may go to bike racks but the license doesn't limit the City (or does it?), so why say it does.

#### Application

Says \$12,000, but in previous section it was \$12,000 plus \$2,500. Indicate the \$12,000 covers the first year (if that is what is intended).

# Bike Share Permit Requirements

June 30, 2017

## Safety

**Requirement S1:** All bicycles used in systems issued a permit under this pilot program shall meet the standards outlined in the Code of Federal Regulations (CFR) under [Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles](#). Additionally, permitted systems shall meet the safety standards outlined in [ISO 43.150 – Cycles, subsection 4210](#).

**Requirement S2:** Any electric bicycles used in systems issued a permit under this pilot program shall meet the National Highway Traffic Safety Administrations (NHTSA) definition of *low-speed electric bicycles*; and shall be subject to the same requirements as ordinary bicycles (described in Requirement S1). This means that 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. Additionally, the City reserves the right to terminate any permit issued under this pilot program if the battery or motor on an electric bicycle is determined by SDOT to be unsafe for public use.

**Requirement S3:** All bicycles shall meet the Revised Code of Washington's (RCW) requirements for lights during hours of darkness, described in [RCW 46.61.780](#). This includes a front light that emits white light and a rear red reflector.

**Requirement S4:** All operators permitted under this pilot permit program shall provide a mechanism for customers to notify the company that there is a safety or maintenance issue with the bicycle.

**Requirement S5:** All permitted operators shall have commercial general liability insurance on form CG 00 01 or the equivalent and additional coverages that include the terms contained in the attached document *Bicycle Share Insurance Requirements*.

**Requirement S6:** All permitted systems shall have visible language that notifies the user that:

1. Helmets shall be worn while riding a bicycle in King County.
2. Bicyclists shall yield to pedestrians on sidewalks.

**Requirement S7:** As required by Seattle Municipal Code (SMC) 15.04.060, prior to the permit being issued, all permittees shall sign and record an indemnification agreement indemnifying and holding harmless the City. Please see attached *Bicycle Share Indemnity Agreement*.

**Requirement S8:** Permitted operators agree that the City of Seattle is not responsible for educating users regarding helmet requirements and other laws. Neither is the City responsible for educating users on how to ride or operate a bicycle. Permitted operators agree to educate users regarding laws applicable to riding and operating a bicycle in the City of Seattle and King County and to instruct users to wear helmets and otherwise comply with applicable laws.



## Parking

**Requirement P1:** For bicycle share stations that require the installation and maintenance of objects in the right-of-way (ROW), an annual permit is required for every location in addition to an annual permit for this pilot program. SDOT's Street Use division will provide guidance on locating bicycle share stations, as well as the additional permits.

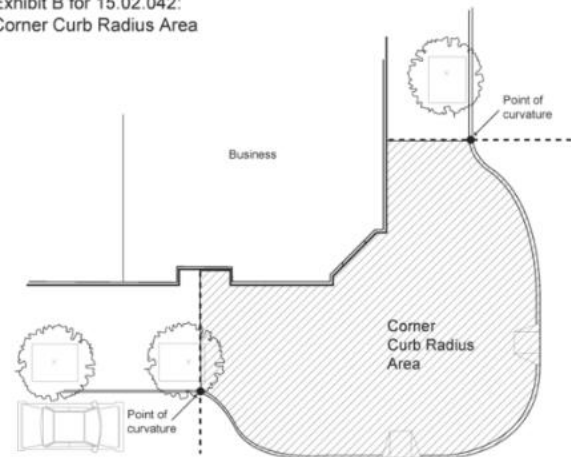
**Requirement P2:** For free-floating bicycle share systems, bicycles shall be parked in the landscape/furniture zone of the sidewalk, as defined in [section 4.11 of the Right-of-Way Improvements Manual](#), or at an SDOT bicycle rack. Bicycle share operators shall inform customers on how to park a bicycle properly.

**Requirement P3:** Restrictions to eligible bicycle parking zones on sidewalks:

1. Bicycles shall not be parked at the corners of sidewalks as defined by [section 15.02.042 of the Seattle Municipal Code](#) (SMC).
2. Bicycles shall not be parked on blocks where the landscape/furniture zone is less than 3 feet wide, or where there is no landscape/furniture zone.
3. On blocks without sidewalks, bicycles may be parked if the travel lane(s) and 6-foot pedestrian clear zone are not impeded.
4. The City reserves the right to determine certain block faces where free-floating bicycle share parking is prohibited.
5. Bicycles shall not be parked in the landscape/furniture zone adjacent to or within:
  - a. Parklets or streateries;
  - b. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
  - c. Loading zones;
  - d. Disabled parking zone;
  - e. Street furniture that requires pedestrian access (for example - benches, parking pay stations, bus shelters, transit information signs, etc.);
  - f. Curb ramps;
  - g. Entryways; and
  - h. Driveways.



Exhibit B for 15.02.042:  
Corner Curb Radius Area



**Requirement P4:** This permit is only valid for operations within the City of Seattle Right-of-Way. Additional zones may be established; for example, locations within parks, publicly-accessible plazas, on-street parking spaces, off-street parking lots/garages, or campuses. However, permission to do so shall require coordination with the appropriate department, agency, or property owner; and shall be communicated to the customer through signage approved by the respective entity and/or through the mobile and web application..

**Requirement P5:** SDOT retains the right to create geo-fenced stations within certain areas where bicycles shall be parked.

**Requirement P6:** Any free-floating bicycle that is parked in one location for more than 7 consecutive days without moving may be removed by City of Seattle crews and taken to a City facility for storage at the expense of the bicycle share operator. SDOT shall invoice the violating operator as stated in Requirement O12 below.

**Requirement P7:** All permitted operators shall provide on every bicycle contact information for bicycle relocation requests.

**Requirement P8:** Bicycles shall be upright when parked.

**Requirement P9:** Any bicycle that is parked incorrectly shall be re-parked in a correct manner or shall be removed by the operator based on these times:

- 6am to 6pm on weekdays, not including holidays - within two hours of receiving notice,
- All other times – within 10 hours of receiving notice.

**Requirement P10:** Bicycles can only be parked on hard surfaces within the landscape/furniture zone (e.g. concrete, asphalt).

## Operations

**Requirement O1:** All permitted operators under the pilot permit program shall have a staffed operations center in the City of Seattle.

**Requirement O2:** All permitted operators under the pilot permit program shall have a 24-hour customer service phone number for customers to report safety concerns, complaints, or ask questions.

**Requirement O3:** All permitted operators under the pilot permit program shall provide SDOT with a direct contact for bicycle share company staff that are capable of rebalancing bicycles. All permitted operators under the pilot permit program shall relocate or rebalance bicycles based on these times:

- 6am to 6pm on weekdays, not including holidays - within two hours of receiving notice,
- All other times – within 10 hours of receiving notice.

**Requirement O4:** All permitted operators shall have a performance bond of \$80/bicycle, with a cap of \$10,000. The form of the bond shall be approved by SDOT. These funds shall be accessible to SDOT for future public property repair and maintenance costs that may be incurred, removing, and storing bicycles improperly parked, or if a company is not present to remove bicycles if its permit is terminated. If a permitted operator increases the size of their fleet, the performance bond shall be adjusted appropriately before deploying additional bicycles.

**Requirement O5:** Any inoperable bicycle, or any bicycle that is not safe to operate shall be removed from the right-of-way within 24 hours of notice by any means to the operator by any individual or entity, and shall be repaired before putting the bicycle into revenue service.

**Requirement O6:** All permitted operators shall have systems with service areas that do not exceed 340 bicycles per square mile.

**Requirement O7:** All permitted operators shall have a minimum bicycle fleet of 500 bicycles if using standard (non-electric) bicycles; operators shall meet this fleet size within four weeks of initial launch date.

**Requirement O8:** Permitted vendors using only electric bicycles do not have a minimum fleet size.

**Requirement O9:** SDOT may determine by Director's Rule additional or altered permit conditions based on data received as part of the data sharing requirements specified below.

**Requirement O10:** Every bicycle shall have a unique identifier that is visible to the user on the bicycle.

**Requirement O12:** If SDOT or any other City department or office incurs any costs addressing or abating any violations of these requirements, or incurs any costs of repair or maintenance of public property, upon receiving written notice of the City costs, the permitted operator shall reimburse SDOT for such costs within thirty days.

**Requirement O13:** All applicants to the pilot permit program shall include the fleet size in their application. Permitted operators shall notify SDOT if they plan to change their fleet size two weeks before deployment; and include the additional program administrative fee for the expanded fleet (Requirement F3), and documentation of their updated performance bond (Requirement O4).

**Requirement O14:** SDOT reserves the right to terminate permits at any time and require that the entire fleet of bicycles be removed from Seattle streets. The decommissioning shall be completed within 30 days unless a different time period is determined by SDOT, consistent with SMC 15.04.070.

**Requirement O15:** Any permitted vendors operating systems with 2,000 or more bicycles must include Tier 1 Priority Hire neighborhoods in 20% or more of their service area. Priority Hire neighborhoods, by zip code, can be found here -

[http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Labor/Zip\\_Codes.pdf](http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Labor/Zip_Codes.pdf).

**Requirement O16:** Permitted operators' fleets are limited to 500 bicycles during the first month of the pilot, 1,000 bicycles during the second month of the pilot, and 2,000 bicycles during the third month of the pilot. After the third month, permitted operators can expand beyond 2,000 assuming they fulfill the other requirements in the permit. The start date used to define the first, second, and third month will be the 7<sup>th</sup> of July, 2017.

## Data Sharing

**Requirement DS1:** Permitted operators shall provide SDOT with real-time information on the entire Seattle fleet through a documented application program interface (API). The permitted operator is directly responsible for obtaining an API key from SDOT to which they will publish the data described

below. The data to be published to the SDOT API will include the following information in real time for every bicycle parked in the Seattle operational area:

1. Point location
2. Bicycle identification number
3. Type of bicycle
4. Fuel level (if electric)

**Requirement DS2:** The City of Seattle is permitted to display real-time data provided via the API described in DS1.

**Requirement DS3:** The City of Seattle is able to publish real-time bike availability data to the public.

**Requirement DS4:** All permitted operators 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. Data will be submitted to SDOT via an API to be distributed by SDOT.

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

**Requirement DS5:** All permitted operators will provide the following bike availability data for oversight of parking compliance and bicycle distribution by minutes. Data will be submitted to the SDOT API.

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

**Requirement DS6:** If a permitted operator has a signed agreement with the [UW Transportation Data Collaborative](#) (TDC), they are exempt from requirements DS1, DS2, DS3, DS4, and DS5. Instead, the signed agreement must show that the company is inputting the data below into the UW TDC, via API keys obtained from the TDC to the participant. Records to be submitted are divided into three categories; rider profile, current bike location, and trip record.

1. Rider profile:
  - a. Gender
  - b. Age (bracket)
  - c. City resident / or not
2. For each trip taken:

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	X,Y	n/a
End location	X,Y	n/a
Bicycle ID number	xxxx1, xxxx2, ...	Unique identifier for every bicycle, determined by company

3. For bicycle availability:

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

**Requirement DS7:** All permitted operators shall distribute a customer survey, to be provided by SDOT, to all users prior to the end of the pilot program.

**Requirement DS8:** All permitted operators under this pilot permit program shall keep a record of maintenance activities, including but not limited to bicycle identification number and maintenance performed. These records shall be sent to SDOT weekly.

**Requirement DS9:** All permitted operators will keep a record of reported collisions. These records will be sent to SDOT weekly.

**Requirement DS10:** All permitted operators will allow SDOT to temporarily install 10 mounted GPS trackers on a random sample of bicycles for research and trip analysis purposes. Trip data will be anonymous.

**Requirement DS11:** All permitted operators 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, 56 and over.

**Requirement DS12:** All permitted operators agree to SDOT using a third-party researcher for evaluation of the pilot bike share program. Data will be shared with the third-party researcher only for the purposes of evaluation and/or enforcement of the requirements in this permit.

*Note: if a public disclosure request is submitted that could result in SDOT sharing data required by this permit, SDOT will notify all vendors prior to sharing data.*

## Fees

**Requirement F1:** Applicants shall pay \$146 for an Annual Permit for the pilot bicycle share program. Note if any stations or other structures are proposed, each site shall require additional review deposits and permitting.

**Requirement F2:** Applicants shall pay SDOT's Street Use division \$209 for every hour of permit review and inspection needed. Estimated times for reviewing pilot bicycle share permits is eight hours; therefore, upon submitting an application, applicants shall pay \$1,672 to Street Use. Any time not used shall be reimbursed to the applicant and any additional time shall be billed, upon permit closure.

**Requirement F3:** Applicants shall pay a program administrative fee of \$15/bike to SDOT's Transit & Mobility Division for the administrative time during pilot permit program.

**Requirement F4:** Any fees arising from the need for City crews to relocate or remove bicycles from any location where a bicycle is prohibited under this permit (Requirement O12) shall equal the City crews' hourly rate plus fifteen percent.

## Application

Any company interested in applying for a permit shall submit an application to SDOT. The application must include these items:

1. Table listing all the policies above and the applicant's response;
2. Completed [Annual Permit](#) – use "Other" for Permit Type;
3. Insurance documentation (Requirement S5);
4. Images and description of bicycle and mobile application;
5. Size of fleet at launch, including any planned fleet expansions during the pilot period;
6. Service area at launch, including any planned expansions during the pilot period;
7. Plan for educating users on proper bicycle parking;
8. Plan for encouraging compliance with [King County Helmet Law](#);
9. Plan for providing an equitable bicycle share service; and,
10. \$1,672 deposit to SDOT Street Use (Requirement F2).

If the application meets all the requirements, operators will need to submit the items below prior to issuance of the permit.

1. Bond (Requirement O4);
2. 5 account logins for City oversight;
3. \$146 permit fee, check made payable to City of Seattle;
4. Program administrative fee (Requirement F3) to SDOT Transit & Mobility.

Applications can be sent to:

SDOT

ATTN: Public Space Management

PO Box 34996

Seattle, WA 98124



# 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"/>	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: <ol style="list-style-type: none"> <li>1. Point location</li> <li>2. Bicycle identification number</li> <li>3. Type of bicycle</li> <li>4. Charge level (if electric)</li> </ol>
<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.
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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"/>	<input type="checkbox"/> N/A 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](mailto: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, 7<sup>th</sup> Floor  
San Francisco, CA 94703

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



# CITY OF TEMPE TRANSPORTATION COMMISSION



## STAFF REPORT

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### AGENDA ITEM 4

#### DATE

April 10, 2018

#### SUBJECT

Tempe's code provisions relating to bicycle crosswalks and street crossing policies, comparison to other Valley cities.

#### PURPOSE

The purpose of this memo is to provide the Commission with information regarding Tempe's bicycle ordinance, Arizona's bicycle law, as well as a comparison with other cities.

#### BACKGROUND

Staff reviewed the bicycle ordinances for Tempe, the State of Arizona and other valley cities. Below is a summary of each of the ordinances as it related to rights and responsibilities.

#### Arizona Revised Statute

##### 28-626. Uniform application of laws throughout state; local ordinances or regulations

A. The provisions of this chapter and chapters 4 and 5 of this title are applicable and uniform throughout this state and in all political subdivisions in this state.

B. A local authority:

1. Shall not enact or enforce an ordinance or regulation in conflict with this chapter or chapter 4 or 5 of this title unless expressly authorized by this chapter or chapter 4 or 5 of this title.
2. May adopt additional traffic regulations that are not in conflict with this chapter or chapter 4 or 5 of this title.
3. Shall adopt ordinances or regulations relating to the control and movement of traffic, including parking or standing ordinances or regulations that provide for the imposition of civil penalties on the violation of the ordinance or regulation.

C. Unless a local ordinance or regulation provides for the imposition of a criminal penalty, a violation of the ordinance or regulation constitutes a civil traffic violation

##### 28-644. Obedience to and required traffic control devices

A. Unless otherwise directed by a traffic or police officer and subject to the exemptions granted the driver of an authorized emergency vehicle in this chapter, the driver of a vehicle shall:

1. Obey the instructions of an official traffic control device applicable to the driver that is placed in accordance with this chapter.
2. Not drive over or across or park in any part of a gore area. This paragraph does not apply to the driver of a vehicle that is disabled while on the paved or main traveled portion of a highway in a manner and to an extent that it is impossible to avoid stopping and temporarily leaving the disabled vehicle in that position. For the purposes of this paragraph, "gore area" means the area that is between a through roadway and an entrance ramp or exit ramp and that is defined by two wide solid white lines that guide traffic entering or exiting a roadway. Gore area does not include a safety zone.

B. Any provision of this chapter that requires signs shall not be enforced against an alleged violator if at the time and place of the alleged violation an official sign is not in proper position and sufficiently legible to be seen by an ordinarily observant person. If a particular section of law does not state that signs are required, that section is effective even though no signs are erected or in place.

#### 28-792. Right-of-way at crosswalk

A. Except as provided in section 28-793, subsection B, if traffic control signals are not in place or are not in operation, the driver of a vehicle shall yield the right-of-way, slowing down or stopping if need be in order to yield, to a pedestrian crossing the roadway within a crosswalk when the pedestrian is on the half of the roadway on which the vehicle is traveling or when the pedestrian is approaching so closely from the opposite half of the roadway as to be in danger. A pedestrian shall not suddenly leave any curb or other place of safety and walk or run into the path of a vehicle that is so close that it is impossible for the driver to yield.

B. If a vehicle is stopped at a marked crosswalk or at an unmarked crosswalk at an intersection to permit a pedestrian to cross the roadway, the driver of another vehicle approaching from the rear shall not overtake and pass the stopped vehicle.

#### 28-812. Applicability of traffic laws to bicycle riders

A person riding a bicycle on a roadway or on a shoulder adjoining a roadway is granted all of the rights and is subject to all of the duties applicable to the driver of a vehicle by this chapter and chapters 4 and 5 of this title, except special rules in this article and except provisions of this chapter and chapters 4 and 5 of this title that by their nature can have no application.

#### 28-815. Riding on roadway and bicycle path; bicycle path usage

A. A person riding a bicycle on a roadway at less than the normal speed of traffic at the time and place and under the conditions then existing shall ride as close as practicable to the right-hand curb or edge of the roadway, except under any of the following situations:

1. If overtaking and passing another bicycle or vehicle proceeding in the same direction.
2. If preparing for a left turn at an intersection or into a private road or driveway.

3. If reasonably necessary to avoid conditions, including fixed or moving objects, parked or moving vehicles, bicycles, pedestrians, animals or surface hazards.
4. If the lane in which the person is operating the bicycle is too narrow for a bicycle and a vehicle to travel safely side by side within the lane.

B. Persons riding bicycles on a roadway shall not ride more than two abreast except on paths or parts of roadways set aside for the exclusive use of bicycles.

C. A path or lane that is designated as a bicycle path or lane by state or local authorities is for the exclusive use of bicycles even though other uses are permitted pursuant to subsection D or are otherwise permitted by state or local authorities.

D. A person shall not operate, stop, park or leave standing a vehicle in a path or lane designated as a bicycle path or lane by a state or local authority except in the case of emergency or for crossing the path or lane to gain access to a public or private road or driveway.

E. Subsection D does not prohibit the use of the path or lane by the appropriate local authority.

### **City of Tempe bicycle ordinance**

#### **Sec. 7-52. - Riding on sidewalks or bicycle lanes.**

- (a) The City Traffic Engineer is authorized to erect or place signs on any sidewalk or roadway, prohibiting the riding of bicycles, electric bicycles or light motorized vehicles thereon by any person; and when such signs are in place no person shall disobey same.
- (b) Whenever any person is riding a bicycle, electric bicycle or light motorized vehicle upon a sidewalk, such person shall yield the right-of-way to any pedestrian or electric personal assistance mobility device and should give audible signal before overtaking and passing such pedestrian or electric personal assistance mobility device.
- (c) No person shall ride or operate a bicycle, electric bicycle or light motorized vehicle in any direction except that permitted by vehicular traffic on the same side of the roadway where the sidewalk or bicycle lane exists; provided, that bicycles, electric bicycles or light motorized vehicles may proceed either way where signs or pavement markings on the sidewalk, bikeway or bicycle lane appear designating two-way traffic.
- (d) Any person riding a bicycle, electric bicycle or light motorized vehicle on a bikeway, sidewalk or bicycle path that is about to enter or cross a roadway shall yield the right-of-way to all traffic on such roadway.
- (e) In accordance with state law (A.R.S. § 28-908), A person operating an electric personal assistance mobility device has all of the rights and duties that are applicable to pedestrians except provisions that, by their nature, can have no application. Electric personal assistance

mobility devices may be operated on sidewalks, shared paths, multi-use paths, and in bicycle lanes. No person shall ride or operate an electric personal assistance mobility device in bicycle lanes in any direction except that permitted by vehicular traffic on the same side of the roadway.

(f) It shall be unlawful to use an electric personal mobility assistance device to carry more persons at one time than the number for which it is designed and equipped.

(g) An electric personal mobility assistance device that is used at nighttime shall have a lamp on the front that emits a white light visible from a distance of at least five hundred (500) feet to the front and a red reflector or red lamp in the rear of a type that is visible from all distances from fifty (50) feet to three hundred (300) feet to the rear.

(Ord. No. 87.24, 1-14-88; Ord. No. O2017.05, 1-26-17)

**Sec. 7-54. - Bikeways—Establishment and signs.**

The City Traffic Engineer is authorized to erect or place signs upon any street in the City indicating the existence of a bikeway and otherwise regulating the operation and use of vehicles and bicycles with respect thereto, so long as the same are consistent with this chapter. When such signs are in place, no person shall disobey the same.

(Ord. No. 87.24, 1-14-88; Ord. No. O2017.05, 1-26-17)

The following table provides a comparison of Tempe ordinances to other cities in the valley.

Tempe	Scottsdale	Phoenix	Chandler	Mesa
Traffic Engineer authorized to place signs regulating bicycles	Chief of Police may place signs prohibiting the riding of bicycles	City Traffic Engineer authorized to place and maintain or remove traffic control devices		Traffic Engineer authorized to place signs regulating bicycles
Bicyclist shall yield the ROW to peds when riding on sidewalk		Bicyclist shall yield the ROW to peds when riding on sidewalk	Bicyclist shall yield the ROW to peds when riding on sidewalk	
Bicyclists must ride in the direction of traffic				
Bicyclists must yield the ROW to all traffic when crossing roadway	Upon entering roadway, bicyclist must yield the ROW to all vehicles approaching	Upon entering roadway, bicyclist must yield the ROW to all vehicles approaching		Upon entering roadway, bicyclist must yield the ROW to all vehicles approaching

**NEXT STEPS**

Staff plans to make a presentation, similar to the one presented at the April 10 Transportation Commission meeting, to the City Council on May 3. Additional action will be based on council direction.

**FISCAL IMPACT**

To be determined based on final council consensus.

**RECOMMENDATION**

For information and possible action.

**CONTACT**

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[Shelly\\_seyler@tempe.gov](mailto:Shelly_seyler@tempe.gov)

Julian Dresang  
City Traffic Engineer  
480-350-8025  
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**ATTACHMENTS**

- PowerPoint

**Tempe's code provisions relating to bicycle  
crosswalks and street crossing policies,  
comparison to other Valley cities**

**Transportation Commission**

**April 10, 2018**





- 28-626 (B2) – A local authority may adopt additional traffic regulations that are not in conflict with this chapter or chapter 4 or 5 of this title.
- 28-644 (A1)- Unless otherwise directed by a traffic or police officer and subject to the exemptions granted the driver of an authorized emergency vehicle in this chapter, the driver of a vehicle shall obey the instructions of an official traffic control device applicable to the driver that is placed in accordance with this chapter.
- 28-812 - A person riding a bicycle on a roadway or on a shoulder adjoining a roadway is granted all of the rights and is subject to all of the duties applicable to the driver of a vehicle by this chapter and chapters 4 and 5 of this title, except special rules in this article and except provisions of this chapter and chapters 4 and 5 of this title that by their nature can have no application.
- 28-815 (A) A person riding a bicycle on a roadway at less than the normal speed of traffic at the time and place and under the conditions then existing shall ride as close as practicable to the right-hand curb or edge of the roadway.
- 28-792 (A) Except as provided in section 28-793, subsection B, if traffic control signals are not in place or are not in operation, the driver of a vehicle shall yield the right-of-way, slowing down or stopping if need be in order to yield, to a pedestrian crossing the roadway within a crosswalk when the pedestrian is on the half of the roadway on which the vehicle is traveling or when the pedestrian is approaching so closely from the opposite half of the roadway as to be in danger. A pedestrian shall not suddenly leave any curb or other place of safety and walk or run into the path of a vehicle that is so close that it is impossible for the driver to yield.

# Tempe Bike Ordinance Summary



## Section 7-52

- a. The City Traffic Engineer is authorized to place signs on sidewalks and roadways regulating bicycles
- b. A bicyclist shall yield the right-of-way to pedestrians or electric personal assisted mobility devices when riding on a sidewalk
- c. No person shall ride in any direction except that permitted by vehicle traffic on the same side of the roadway where sidewalks or bike lanes exists.
- d. Any person riding a bicycle on a bikeway, sidewalk or path that is about to enter or cross a roadway shall yield the right-of-way to all traffic on such roadway



# Comparison to other cities



Tempe	Scottsdale	Phoenix	Chandler	Mesa
Traffic Engineer authorized to place signs regulating bicycles	Chief of Police may place signs prohibiting the riding of bicycles	City Traffic Engineer authorized to place and maintain or remove traffic control devices		Traffic Engineer authorized to place signs regulating bicycles
Bicyclist shall yield the ROW to peds when riding on sidewalk		Bicyclist shall yield the ROW to peds when riding on sidewalk	Bicyclist shall yield the ROW to peds when riding on sidewalk	
Bicyclists must ride in the direction of traffic				
Bicyclists must yield the ROW to all traffic when crossing roadway	Upon entering roadway, bicyclist must yield the ROW to all vehicles approaching	Upon entering roadway, bicyclist must yield the ROW to all vehicles approaching		Upon entering roadway, bicyclist must yield the ROW to all vehicles approaching

# CITY OF TEMPE TRANSPORTATION COMMISSION



## STAFF REPORT

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### AGENDA ITEM 5

#### DATE

April 10, 2018

#### SUBJECT

Tempe Streetcar Project Update

#### PURPOSE

The purpose of this memo is to provide Commission with information on the status of the Tempe Streetcar project and next steps.

#### BACKGROUND

**System Overview:** The Tempe Streetcar Project is a 3 mile urban circulator rail transportation technology with 14 stops, six vehicles and two connections to light rail. The project will connect Tempe Town Lake and the development along Rio Salado Parkway, through the downtown core, linking ASU and Tempe's oldest neighborhoods.

#### PROJECT ACTIVITIES:

**Financial Update:** The Small Starts Grant Agreement (SSGA) for Streetcar is anticipated in December 2018. In the meantime, similar to the procurement of the long lead production of the vehicles, the utility work and the rail purchase, the project is pursuing a Letter of No Prejudice (LONP) from the FTA, which would allow formal construction efforts in advance of the SSGA. An Independent Cost Estimate (ICE) was completed at the end of March and provides a tool to assist in determining the reasonableness or unreasonableness of the bid or proposal being evaluated; the ICE is required for all procurements regardless of dollar amount. On April 2, the Construction Manager at Risk provided a Guaranteed Maximum Price (GMP) Proposal including the construction phase of work, including labor, materials, bonds and insurance. Based on the 60% design cost estimates and the subsequent project scoping and value engineering, staff believes the GMP (including contingency) is sufficient for project execution and will work towards negotiation of a final GMP.

**Public Art:** Tempe Streetcar's 14 stops will include public art, as well as shade elements and history panels. The five public artists continue working closely with the design team and project staff to develop and refine the art. A public outreach event was held on March 23, 2018, in conjunction with the Tempe Festival of the Arts to provide an opportunity for community members to interact with the artists. The booth included 3D models of the streetcar stops, project display boards, fact sheets and other information materials, as well as Valley Metro and Tempe in Motion giveaways. About 25 people visited the booth to ask questions, meet the artists and project staff. In addition, downtown area artist Simon Donovan took photos of interested booth visitors as well as art festival attendees as part of his ongoing efforts to gather a broad cross-section of images representing the people and character of downtown Tempe.

**1<sup>st</sup> / Ash / Rio Intersection:** Design is at the 90% level. Staff continue to meet with area property owners and other stakeholders to provide updates and get feedback on the design. The roundabout will provide east/west connectivity and will include landscaping and potential gateway treatments. Thus far, stakeholders have made positive comments about the design as well as City staff's efforts to include them in the process.

**TPSS:** In response to stakeholder and cost concerns, project partners have been working diligently to find alternatives that would allow for elimination of TPSS #3, in the area of 13<sup>th</sup> Street and Mill Avenue. After much analysis and research, the project team is confident that the system design, battery technology and location of the other three TPSS will allow TPSS #3 to be eliminated without negatively impacting system performance.

**Project Schedule and Construction Timeline:** The project is at 90% design level, coinciding with right-of-way and easement acquisition as final design is expected in June 2018. Construction began in June 2017 with utility relocation work, which went very smoothly, and will continue with track and stop construction, civil and roadway improvements and CNPA work for the duration of the project, with vehicle and operations testing throughout 2020. Due to adjustments in construction schedule and funding processes, the project is scheduled to open in May 2021 (instead of December 2020). During construction, the project will continue to follow general traffic control guiding principles, which include: maintaining capacity during peak travel around the alignment dependent on type of work; limiting restrictions to active work areas (traffic control will disperse when and where work is completed); continuing to coordinate with stakeholders and other city departments, including Special Events, Tempe Police Department, Traffic Engineering and ASU, to minimize conflicts with adjacent construction, community events and other activities.

**Streetcar Extension Study:** In partnership with Valley Metro and the City of Mesa, the City of Tempe intends to request City Council support for a two-year streetcar extension study. This study would identify and evaluate, among other details:

- Identify possible future streetcar alignments, stop locations and system needs
- Identify potential constraints or risks to future systems (e.g., overpass of Loop 101 freeway over Rio Salado Parkway; off-wire and pantograph going up and down routinely as a maintenance issue).
- Summarize potential ridership, capital and operating costs, planning and environmental constraints (e.g., traffic, parking, sensitive noise/vibration areas, ROW locations) and community/regional economic impacts.
- Consider overall coordination with transportation plans and other transportation projects identified by Mesa and Tempe:
- Identify other strategic infrastructure improvements and investments that could be made in the interim to better position the build-out of priority streetcar alignments in Mesa and Tempe.
- Assess land use changes that may help support streetcar service investments in the study area.
- Obtain input internally from Valley Metro, to include lessons learned and other relevant input relating to the current Tempe Streetcar Project
- Outline a potential "program of projects" summary level schedule and potential funding sources (Prop 500 and federal resources).

**Outreach & Business Assistance:** Ongoing stakeholder outreach and business assistance efforts include: Streetcar Sync events every two to three weeks; Streetcar Project Updates and traffic restriction notices

emailed and distributed to stakeholders as well as posted online; one-on-one meetings with property owners and businesses; presentations to community organizations and neighborhood groups; and “Shop On” campaign to promote businesses along the route during construction, with more than 30 businesses currently participating. Since utility relocation work started June 1, 2017, the project team has:

- Sent 47 email updates to Streetcar email list of 1,200+ contacts
- Attended or hosted 31 key stakeholder meetings
- Provided two public meetings
- Hosted seven Streetcar Sync events
- Canvassed 97 miles (equivalent of walking entire streetcar loop 15 times)

Valley Metro and Tempe staff (including Transportation and Economic Development), continue collaborating to provide programs and resources to help businesses during construction. Staff will provide a detailed update on business assistance efforts as part of the June 21, 2018 City Council update.

#### **NEXT STEPS**

Staff will present a similar presentation to City Council on April 19.

#### **FISCAL IMPACT**

Capital costs programmed with Federal, regional and local funds, including private partnership. Streetcar operations costs programmed in Tempe Transit Tax operations fund.

#### **RECOMMENDATION**

This item is for information.

#### **CONTACT**

Tony Belleau  
Streetcar Project Manager  
480-858-2071  
Tony\_Belleau@tempe.gov

#### **ATTACHMENTS**

- PowerPoint

# Tempe Streetcar | Project Update

Transportation Commission

April 10, 2018

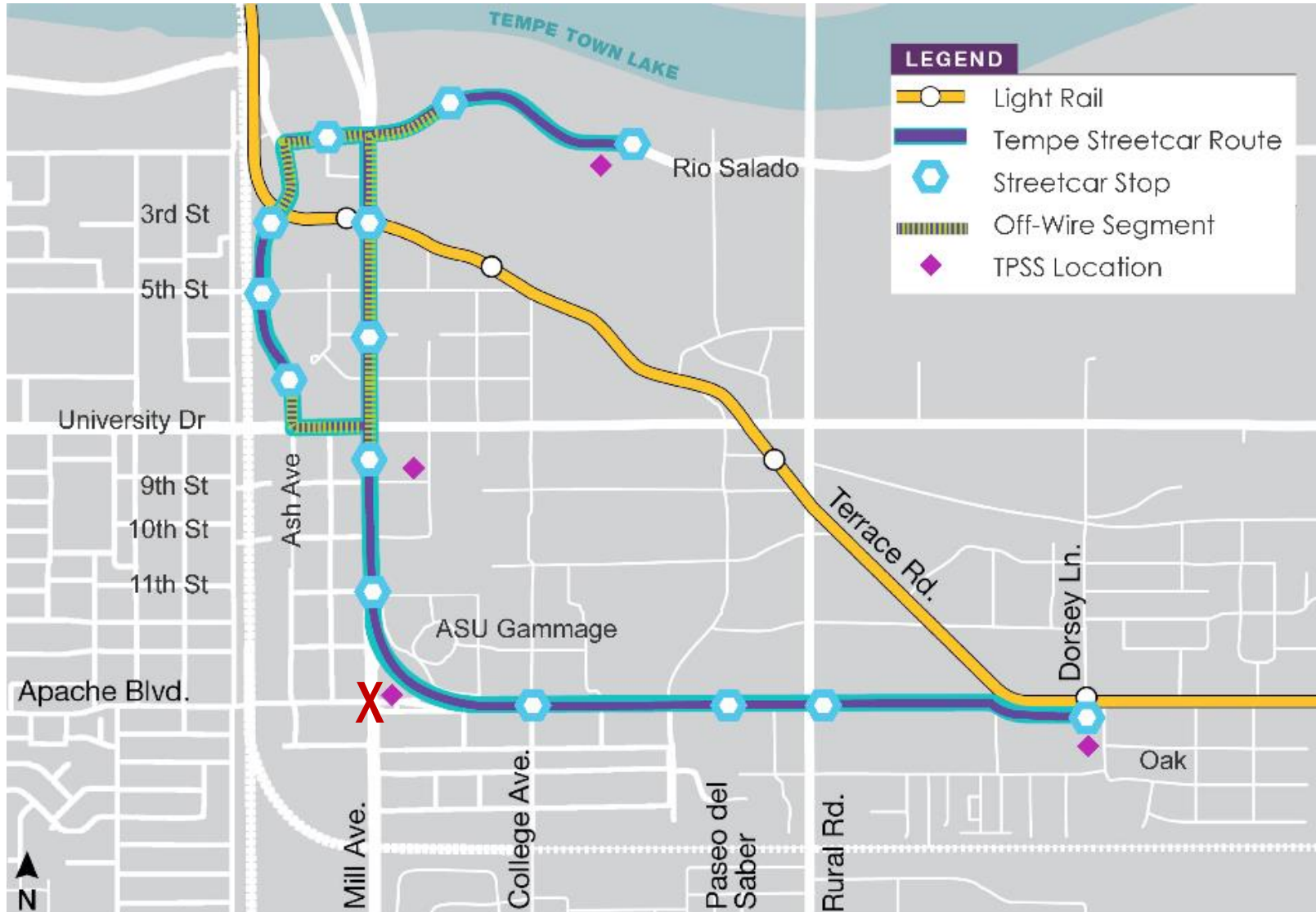


# Agenda



- **System Overview**
- **Project Schedule**
- **Public Art**
- **1<sup>st</sup> / Ash / Rio**
- **TPSS**
- **Financial Update**
- **Streetcar Extension Study**
- **Outreach & Business Assistance**

# The Route



Approximately 3.4 Miles

14 Stops

2 Light Rail Connections

Mill Ave/3<sup>rd</sup> St

Dorsey Lane/Apache Blvd

3 Traction Power Sub Stations (TPSS)

(Eliminated TPSS #3)

6 Hybrid Vehicles

# Construction Timeline



Utility Relocation  
& CNPA



Track  
Construction



Civil & Roadway



Stops & Artwork



Operations Training  
Vehicle Testing



Opening

2018

2019

2020

May  
2021

## Design Milestones

100%	Issued For Construction
May 15, 2018	June 15, 2018

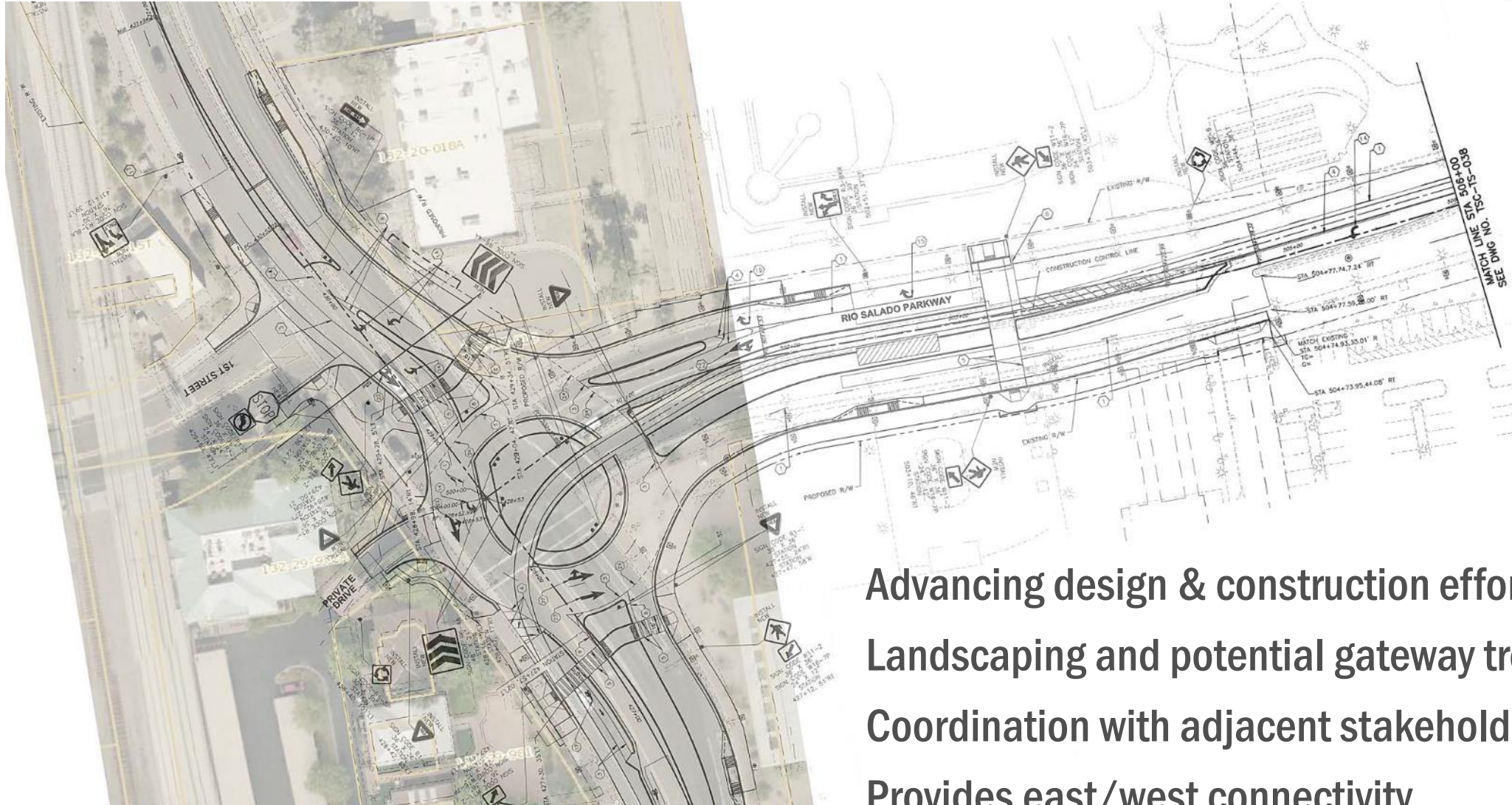


# Public Art



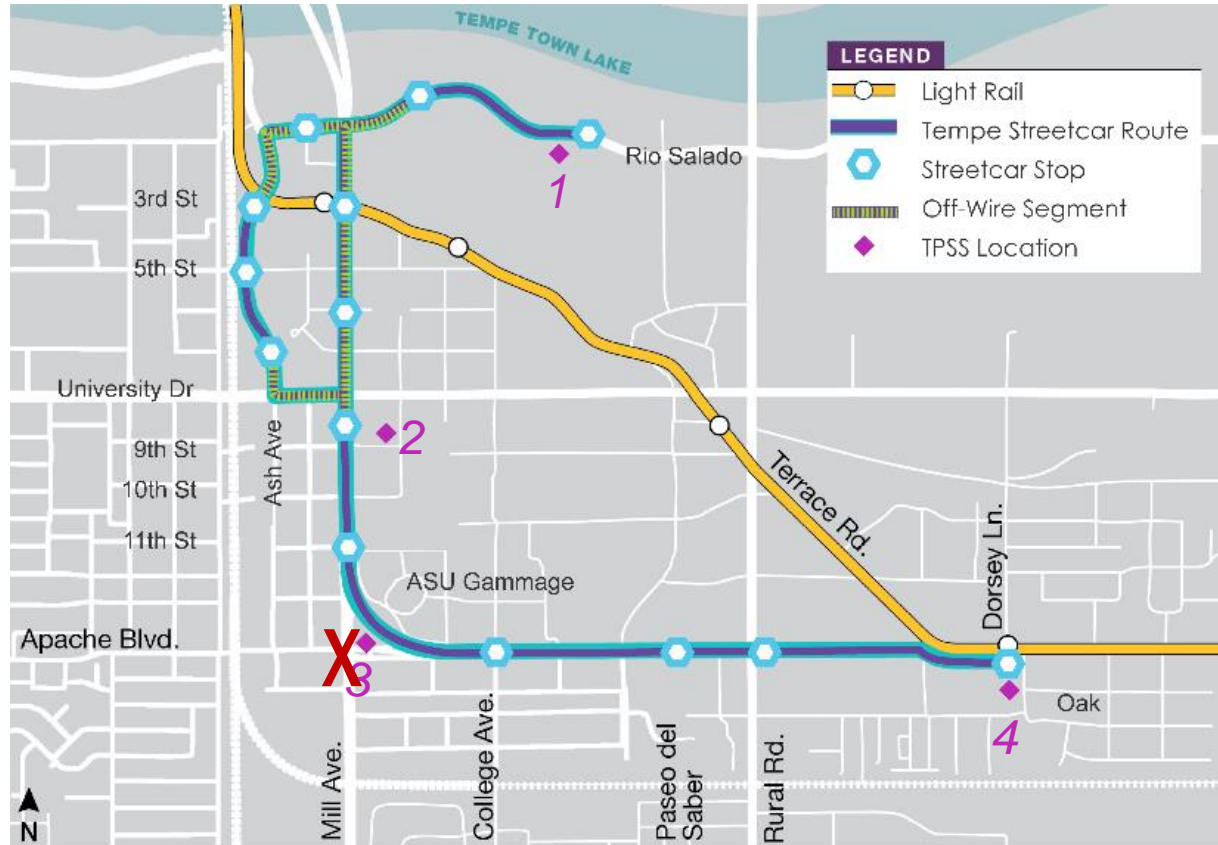
Three of the four artists were on site to share their process and progress with the public on the first day of Tempe Festival of the Arts

# 1<sup>st</sup> / Ash / Rio Intersection



Advancing design & construction efforts as a CNPA  
Landscaping and potential gateway treatments  
Coordination with adjacent stakeholders  
Provides east/west connectivity

# Traction Power Substations (TPSS)



- 3 Traction Power Sub Stations (TPSS)
- Site development in coordination with Community Development, adjacent stakeholders



Rendering of TPSS 4 site at Dorsey Lane

# Traffic Restrictions



## General Traffic Guiding Principles

- No surprises
- Maintain capacity during peak travel around the alignment dependent on caliber of work
- Restrictions limited to active work areas (traffic control will disperse when/where work is completed)
- Coordination with special events, adjacent construction, stakeholders, traffic engineering, Tempe PD

## Allowances

AM

Street	Direction	Limits
Rio Salado Parkway	EB	Mill Ave. to Rural Rd.
Apache Blvd	EB	Gammage Curve to Dorsey
Apache Blvd	WB	Dorsey to Gammage Curve (maintain 2 lanes in Gammage Curve)

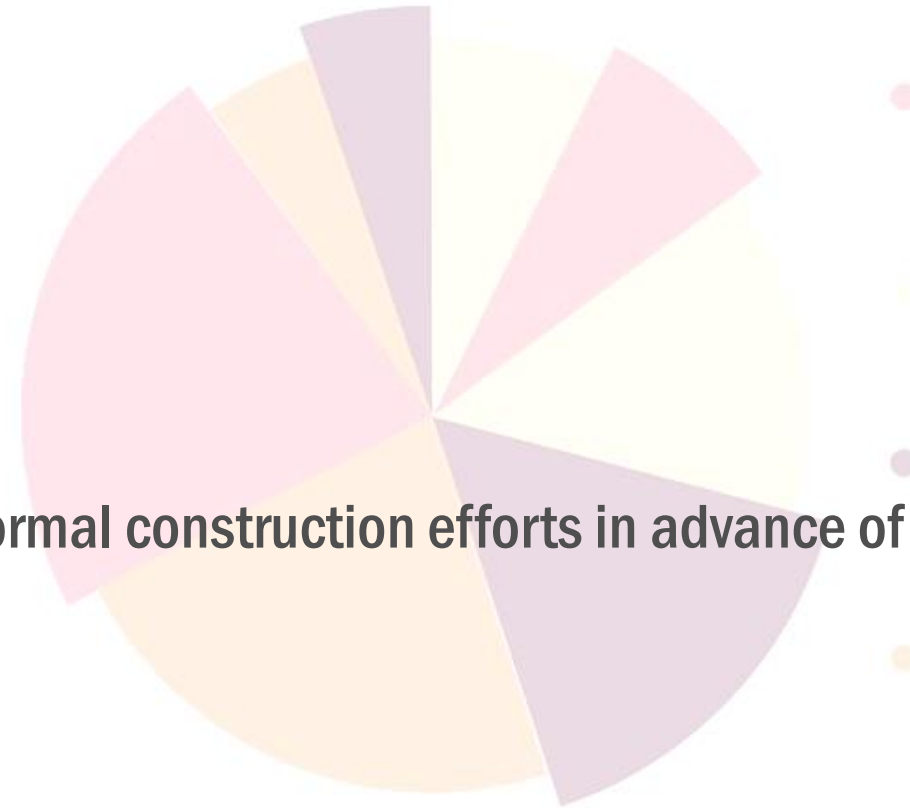
PM

Street	Direction	Limits
Rio Salado Parkway	WB	Rural Rd to Hayden Ferry Lakeside Garage
Apache Blvd	WB	Dorsey to Gammage Curve (maintain 2 lanes in Gammage Curve)

# Financial Update



- Continued Value Engineering throughout project
- GMP (Guaranteed Maximum Price)
- Pursuing 3<sup>rd</sup> Letter Of No Prejudice (LONP), allow formal construction efforts in advance of SSGA
- Small Starts Grant Agreement (SSGA) December

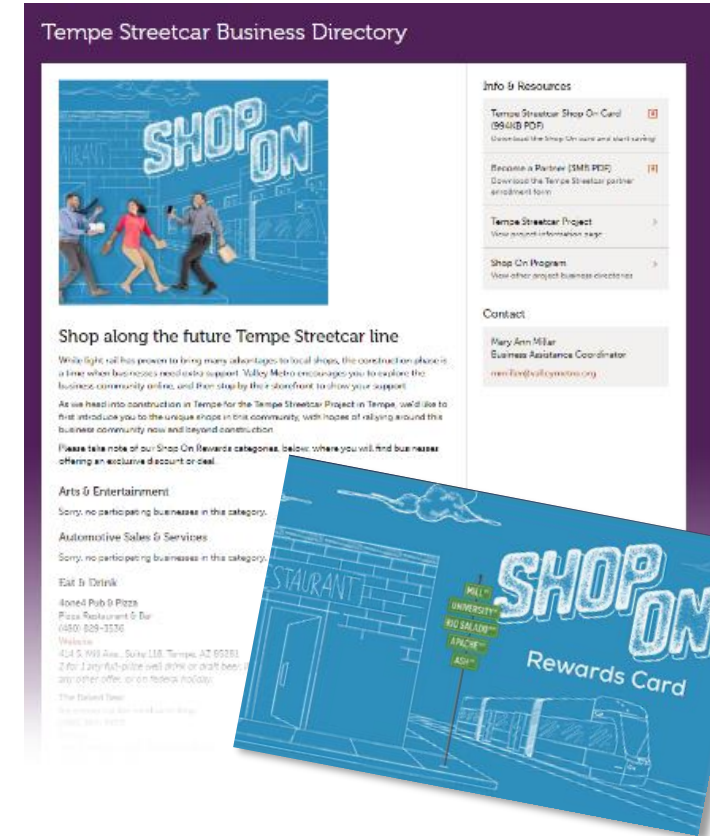


# Streetcar Extension Study



- Partnership with Valley Metro, Tempe & Mesa
- Investigate and identify high-capacity rail corridors
- Expand on potential extensions identified in 2014

# Outreach & Business Assistance



June 13<sup>th</sup> Final Design Open House

# Next Steps

- Complete design
- Negotiate GMP
- Coordinate ROW needs/impacts with stakeholders
- Continue utility and CNPA work
- Pursue LONP with FTA
- June 13 Public Meeting
- June 21 Council Update
- Streetcar Extension Study





# CITY OF TEMPE TRANSPORTATION COMMISSION



## STAFF REPORT

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### AGENDA ITEM 6

#### DATE

April 10, 2018

#### SUBJECT

Speed Limits Update

#### PURPOSE

The purpose of this presentation is to provide the Commission with speed limit related goals, background information, study locations, study factors and recommended changes.

#### BACKGROUND

Traffic Engineering periodically reviews speed limits to ensure that they are appropriate for current traffic conditions. Traffic conditions can change in response to changing demographics, redevelopment, travel patterns, technology and trip choice. Any changes require updating the Tempe City Code (Chapter 19). The most recent broad-based update to speed limits in Tempe was completed in December 2007. Based on feedback from the April 6, 2017 Issue Review Session, staff used the following criteria to identify locations to study:

1. All 35 mile per hour (MPH) high school zones.
2. Streets with apparent inconsistencies and/or discontinuity with regards to speed limits.
3. Midblock arterial speed limit changes.
4. Recently completed arterial streetscape projects.

Based on these criteria, staff studied the following locations:

- All High School 35 MPH Zones
- Mill: Rio Salado to Phoenix border
- Priest: Washington to Phoenix border
- Priest: Baseline to Alameda
- Scottsdale: Rio Salado to Loop 202
- Rural: Broadway to Alameda
- Broadway: Terrace to Price
- Guadalupe: Highline Canal to Kyrene
- Continental: College to Scottsdale
- Center: Priest to Mill
- 1<sup>st</sup> Street: Priest to Farmer
- 5<sup>th</sup> Street: McClintock to Price
- Alameda: Kyrene to Roosevelt
- Hardy: Broadway to Southern
- Roosevelt: Broadway to Southern

- College: Alameda to US-60
- Lakeshore: Rural to Baseline
- Broadway: Mill to Rural
- University: Priest to Ash

**STUDY FACTORS**

Speed limits are established through engineering studies and adopted into the Tempe City Code by Council action. This applies to all non-residential streets. Residential streets have a statutory speed of 25 miles per hour (mph) based on Arizona Revised Statutes 28-701. The main factors that are generally included in an engineering study are:

- Prevailing Vehicle Speeds. Speed limits are typically based on the measured 85<sup>th</sup> percentile speed. The 85<sup>th</sup> percentile speed is the speed at which 85 percent of free-flowing vehicles are traveling at or below the speed limit. Use of the 85<sup>th</sup> percentile speed is based on the theory that the large majority of drivers (85%) choose to drive at a speed that is reasonable and prudent. The 85<sup>th</sup> percentile method is the most widely recognized method of establishing speed limits. However, in our urban environment, use of this method alone may result in speeds that are unsafe for adjacent land use including bicycle and pedestrian activity centers.
- Physical Features of the Roadway. These features include horizontal and vertical alignment, sight and stopping distance limitations, roadway and lane widths and raised medians.
- Traffic Control Characteristics. This may include crosswalks, traffic signals and stop signs or other forms of traffic control.
- Crash Experience. This considers not only frequency, but also severity, causation and type. The National Highway Safety Administration reports that speeding-related crashes account for over 13,000 fatalities per year in the United States.
- Roadside Development
- Roadside Friction. This includes infrastructure like driveways, alleys, bus stops, parking, etc.
- Pedestrian and Bicycle Activity
- Traffic Calming Features. This can include items such as speed humps and traffic circles.
- Signal Timing Progression. This considers the vehicle speed that would be most efficient for the existing signal timing along a corridor.

**RECOMMENDED CHANGES**

Based on the engineering analysis, staff recommends the following changes:

**HIGH SCHOOL 35 MPH ZONES**

Location	Current Speed Limit (MPH)	Proposed (MPH)
Rural Rd (Corona Del Sol HS)	35	35*/45
Guadalupe Rd (Marcos de Niza HS)	35	35*/45
Guadalupe Rd (Compadre HS)	35	35
McClintock Dr (McClintock HS)	35	35*/40
Southern Ave (Tempe Prep)	35	35*/40
Broadway Rd (Tempe HS)	35	35*/40
Mill Ave (Tempe HS)	35	35

\*Recommend Limiting Hours of Speed Reduction to Specific Hours

**ARTERIAL STREETS**

Location	Current Speed Limit (MPH)	Proposed (MPH)
Mill Ave: Rio Salado to Phoenix Border	30/35/45	30/30/40
Priest Dr: Washington to Phoenix Border	35	40
Priest Dr: Baseline to Alameda	40/45	40/40
Scottsdale Rd: Rio Salado to Loop 202	35	35
University Dr: Priest to Ash	40	35
Rural Rd: Broadway to Alameda	35	35*/40
Broadway Rd: Mill to Rural	40	40
Broadway Rd: Terrace to Price	40/45	40/40
Guadalupe Rd: Highline Canal to Kyrene	35/40	35/35

\*Recommend Limiting Hours of Speed Reduction to Specific Hours

**COLLECTOR/LOCAL STREETS**

Location	Current Speed Limit (MPH)	Proposed (MPH)
Continental Dr: College to Scottsdale	30/35	25/25
Center Pkwy: Priest to Mill	45	35
1st St: Priest to Farmer	35	25
5th St: McClintock to Price	35	25
Alameda Dr: Priest to Roosevelt	35	25
Hardy Dr: Broadway to Southern	35	30
Roosevelt St: Broadway to Southern	35	25
College Ave: Alameda to US-60	35	25
Lakeshore Dr: Rural to Baseline	35	30

**NEXT STEPS**

Staff plans to make a presentation, similar to the one presented at the April 10 Transportation Commission meeting, to the City Council on May 3.

**FISCAL IMPACT**

n/a

**RECOMMENDATION**

This item is for information and possible action.

**CONTACT**

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City Traffic Engineer  
480-350-8854

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**ATTACHMENTS**

- PowerPoint

# Setting Speed Limits Update

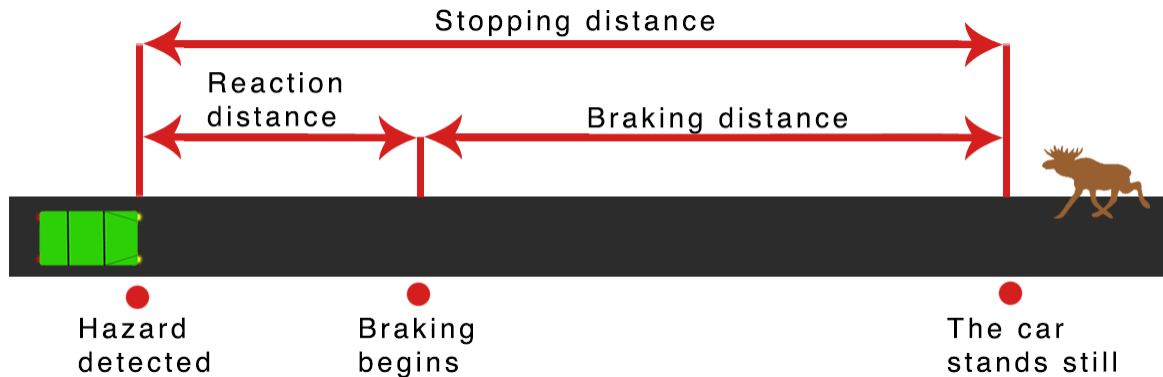
Transportation Commission  
April 10, 2018





## ● Safety

- Speed is a major contributing factor in many traffic crashes.
- Speed “differential” can also be a contributing factor.
- Speed limits should be appropriate for conditions.
- Speed limits should be reasonable.
- Driver compliance improves with consistency and continuity.



- Traffic conditions change over time.
  - Demographics, redevelopment, travel patterns, technology, trip choice.
- Any changes require updating the Tempe City Code (Chapter 19).
  - Requires two public hearings.
- Traffic Engineering periodically reviews speed limits.
  - Last review was in 2007.
  - Current review in 2018 using the following criteria:
    - High School 35 MPH Zones
    - Inconsistency/Discontinuity
    - Arterial Midblock Changes
    - Recently Completed Streetscape Projects



# Study Locations

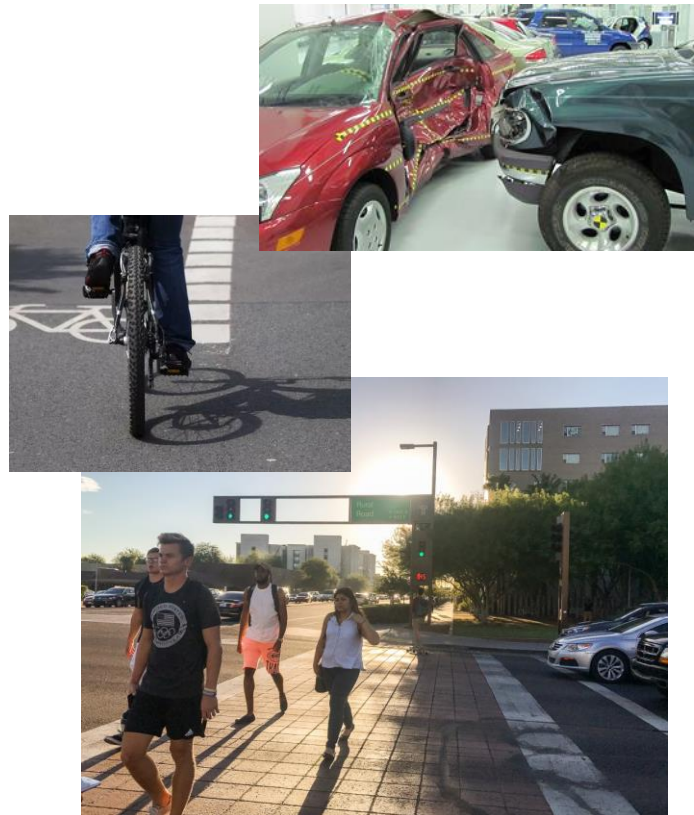


- All High School 35 MPH Zones
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- Priest: Baseline to Alameda
- Scottsdale: Rio Salado to Loop 202
- University: Priest to Mill
- Rural: Broadway to Alameda
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- 5th Street: McClintock to Price
- Alameda: Kyrene to Roosevelt
- Hardy: Broadway to Southern
- Roosevelt: Broadway to Southern
- College: Alameda to US-60
- Lakeshore: Rural to Baseline

# Study Factors



- Prevailing Vehicle Speeds (85th Percentile)
- Physical Features (curves, sight distance, medians)
- Crash Experience (frequency, severity, type, cause)
- Roadside Development
- Roadside Friction (driveways, alleys, bus stops, parking)
- Pedestrian & Bicycle Activity
- Traffic Calming Features (speed humps, traffic circles)
- Signal Timing Progression





# Proposed Changes



## High School 35 MPH Zones

<b>Location</b>	<b>Current Speed Limit (MPH)</b>	<b>Proposed (MPH)</b>
<b>Rural Rd (Corona Del Sol HS)</b>	<b>35</b>	<b>35*/45</b>
<b>Guadalupe Rd (Marcos de Niza HS)</b>	<b>35</b>	<b>35*/45</b>
<b>Guadalupe Rd (Compadre HS)</b>	<b>35</b>	<b>35</b>
<b>McClintock Dr (McClintock HS)</b>	<b>35</b>	<b>35*/40</b>
<b>Southern Ave (Tempe Prep)</b>	<b>35</b>	<b>35*/40</b>
<b>Broadway Rd (Tempe HS)</b>	<b>35</b>	<b>35*/40</b>
<b>Mill Ave (Tempe HS)</b>	<b>35</b>	<b>35</b>

\*Recommend Limiting Hours of Speed Reduction to Specific Hours

# Proposed Changes



## Arterial Streets

Location	Current Speed Limit (MPH)	Proposed (MPH)
Mill Ave: Rio Salado to Phoenix Border	30/35/45	30/30/40
Priest Dr: Washington to Phoenix Border	35	40
Priest Dr: Baseline to Alameda	40/45	40/40
Scottsdale Rd: Rio Salado to Loop 202	35	35
University Dr: Priest to Ash	40	35
Rural Rd: Broadway to Alameda	35	35*/40
Broadway Rd: Mill to Rural	40	40
Broadway Rd: Terrace to Price	40/45	40/40
Guadalupe Rd: Highline Canal to Kyrene	35/40	35/35

\*Recommend Limiting Hours of Speed Reduction to Specific Hours

# Proposed Changes



## Collector/Local Streets

Location	Current Speed Limit (MPH)	Proposed (MPH)
<b>Continental Dr: College to Scottsdale</b>	<b>30/35</b>	<b>25/25</b>
<b>Center Pkwy: Priest to Mill</b>	<b>45</b>	<b>35</b>
<b>1st St: Priest to Farmer</b>	<b>35</b>	<b>25</b>
<b>5th St: McClintock to Price</b>	<b>35</b>	<b>25</b>
<b>Alameda Dr: Priest to Roosevelt</b>	<b>35</b>	<b>25</b>
<b>Hardy Dr: Broadway to Southern</b>	<b>35</b>	<b>30</b>
<b>Roosevelt St: Broadway to Southern</b>	<b>35</b>	<b>25</b>
<b>College Ave: Alameda to US-60</b>	<b>35</b>	<b>25</b>
<b>Lakeshore Dr: Rural to Baseline</b>	<b>35</b>	<b>30</b>



- Develop recommendations based on studies.
- Present recommendations to the Transportation Commission.
- Present recommendations to the Mayor and City Council.
- Hold two public hearings as required by the Tempe City Code.
- Educate our residents of changes.
- Fabricate and install speed limit signs.
- Continue to educate our residents.

# CITY OF TEMPE TRANSPORTATION COMMISSION



## STAFF REPORT

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### AGENDA ITEM 7

#### DATE

April 10, 2018

#### SUBJECT

Upstream Dam Bike and Pedestrian Bridge Preliminary Design - Update

#### PURPOSE

Staff will provide an update on the preliminary design and project assessment of the Upstream Dam Bridge.

#### BACKGROUND

In May 2017, Tempe's Transportation Commission recommended that staff submit the Upstream Dam Bike and Pedestrian Bridge to compete for Maricopa Association of Governments (MAG) annual call for design assistance funding. The project was awarded \$59,000 and the City selected consultant TY LIN to develop the project's preliminary assessment (PA) report and 15% preliminary design plans. The bridge will be located less than a half-mile west of McClintock Drive and will utilize the existing upstream dam piers for support. The project is proposed be over 10 feet wide, with public art, rest nodes, lighting, seating, and will be ADA compliant. Ultimately, when complete, the bridge will enable users of all abilities and confidence levels to remain on off-street facilities and directly connect to Scottsdale, Mesa, and Phoenix via the Indian Bend Wash and Rio Salado Path system.

#### NEXT STEPS

A second public meeting will be held April 24<sup>th</sup> at 5:30 p.m. to present and solicit comments on the design concepts based on all public, agency, and stakeholder input received. Following the input from this public meeting and city commissions, a project assessment report with the refined design concept will be submitted to MAG in June 2018.

#### FISCAL IMPACT

- July 2017, the project was awarded a Maricopa Association of Governments design grant for \$59,000.
- Final Design and Environmental (unfunded): \$650,000
- Preliminary Construction Estimate: \$9 - 11 million for bridge of matching qualities to Elmore Downstream Dam Bridge (unfunded)
- Tempe would be required to contribute a 5.7 percent match for construction.

#### RECOMMENDATION

This is for information only.

**CONTACT**

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Transportation Planner

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Chase\_walman@tempe.gov

**ATTACHMENTS**

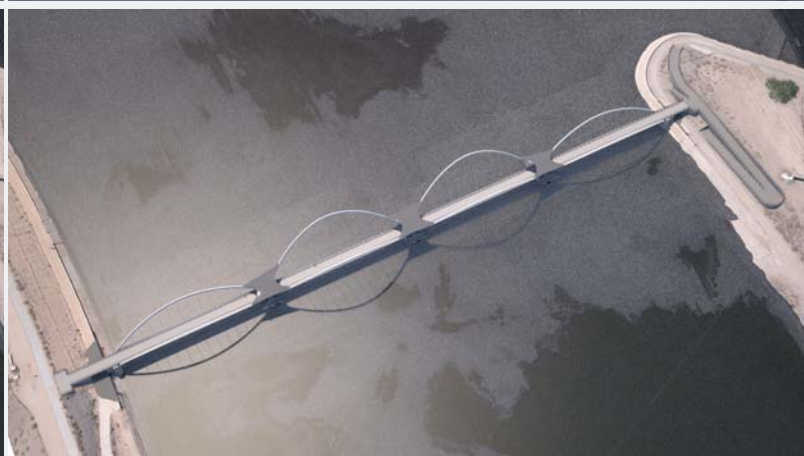
- Bridge concept renderings
- Powerpoint

# UPSTREAM DAM BIKE AND PEDESTRIAN BRIDGE

ATTACHMENT 1

20' Bridge Deck Concept

16' Bridge Deck Concept

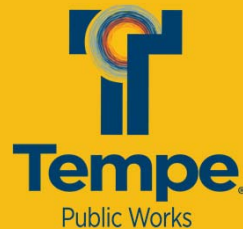


← 10' → ← 10' →

← 16' →

# Upstream Dam Bike/Ped Bridge

Transportation Commission  
April 10, 2018





# City Feedback



- Identified potential inclusion of future water main project.
- Notified of recreational expansion and use of lake east of dam structure
- Sustainability Commission requested that design elements take into consideration heat management, the quality of shade, and potential improvements to water quality.





# Public Feedback

Public meeting held February 15<sup>th</sup>, online public input available until March 2<sup>nd</sup>.

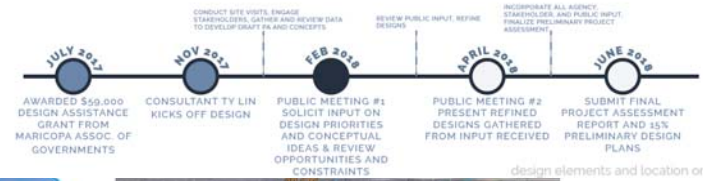
Following the first round of public input, the highest priority design elements included:

- Shade
- Wide Bridge Deck
- Delineated Space

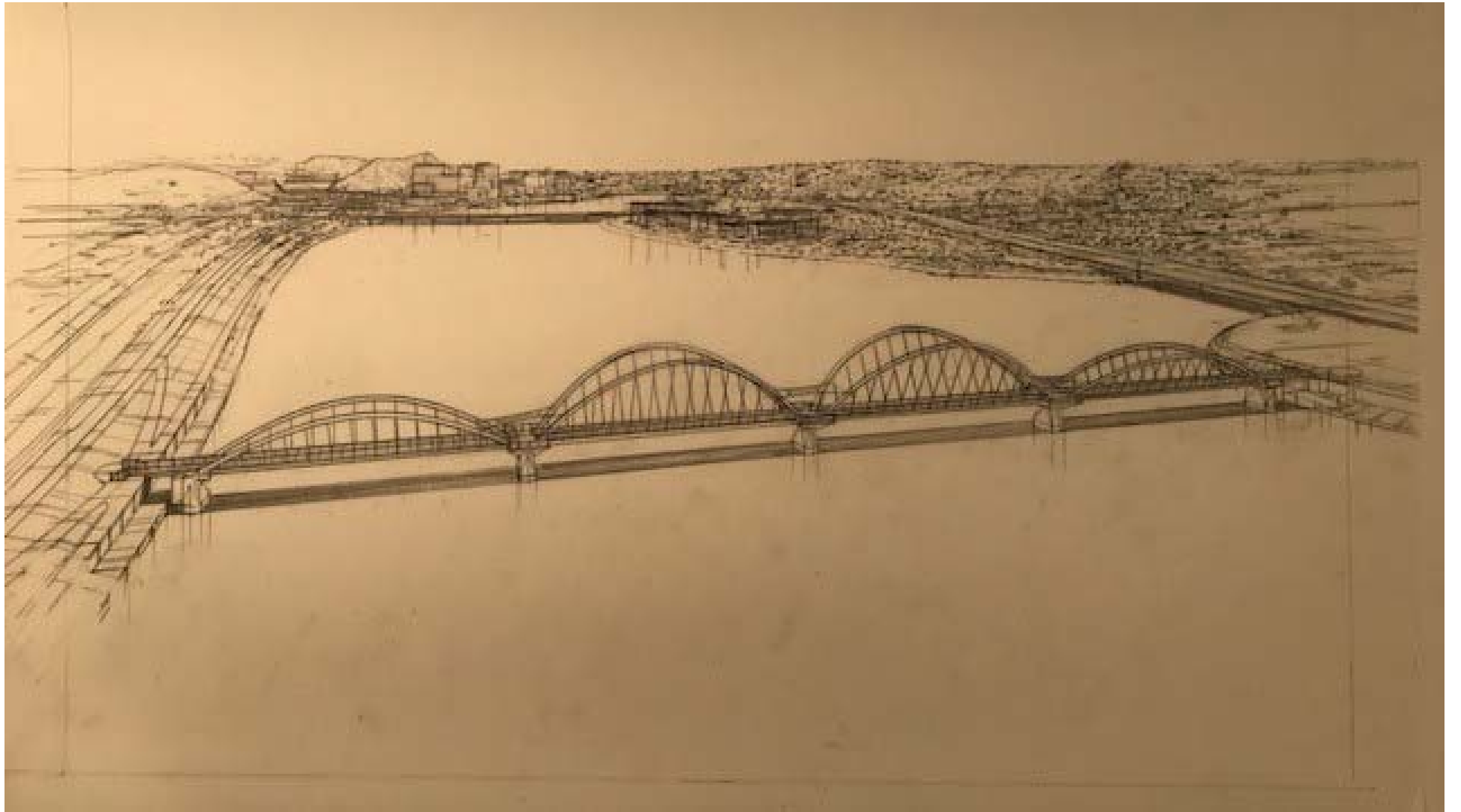
## UPSTREAM DAM BIKE AND PEDESTRIAN BRIDGE



CONNECTING THE NORTH AND SOUTH BANKS OF THE RIO SALADO PATH SYSTEM



FOR MORE INFORMATION VISIT: [TEMPE.GOV/UPSTREAMBIKEPEDBRIDGE](https://tempe.gov/upstreambikepedbridge)





# Concept Types



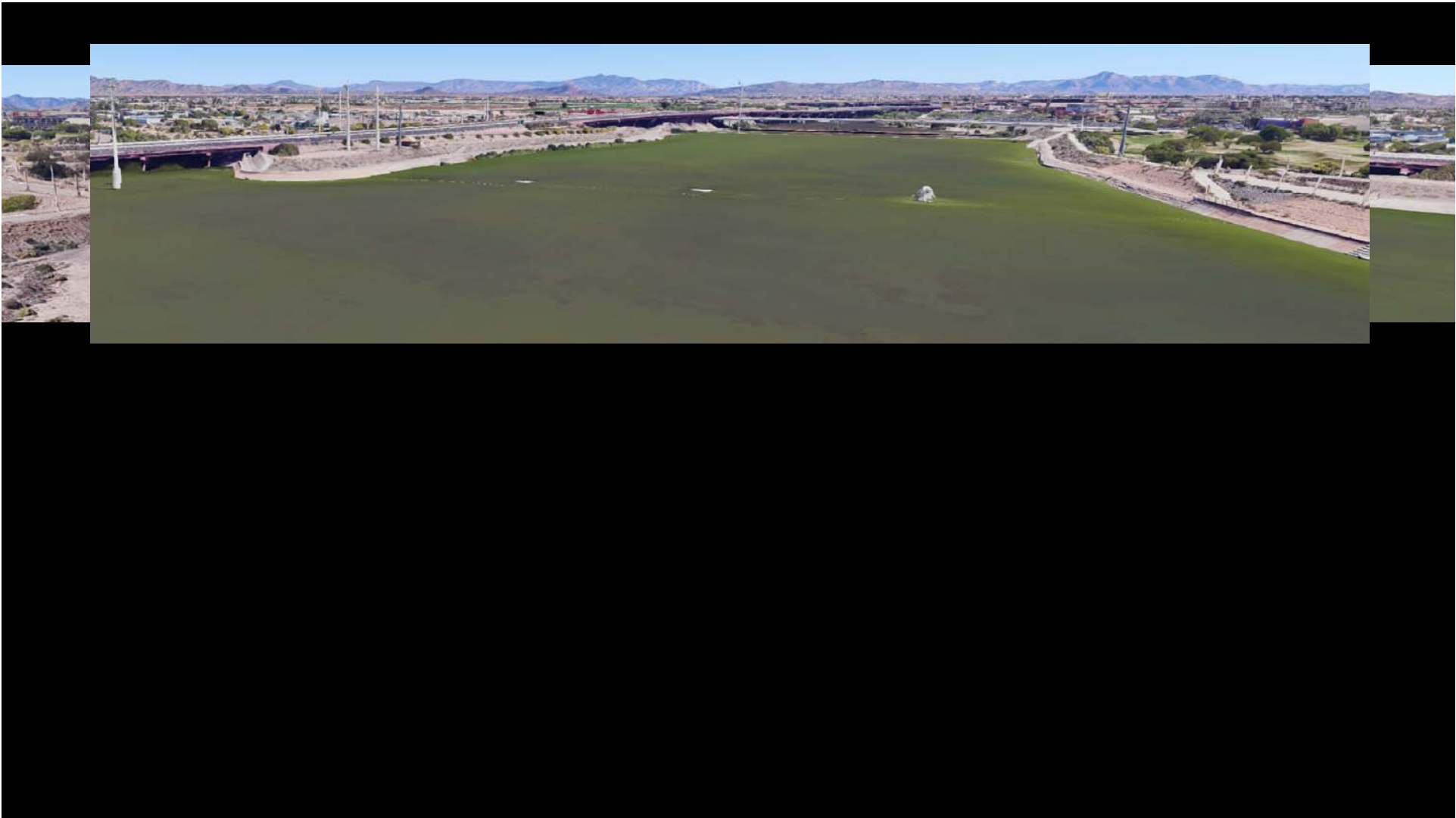














# Next Steps

## Next Steps



- Public meeting April 24<sup>th</sup> at Karsten Golf Course Club House at 5:30pm to present design concepts developed from input received.
- Incorporate all feedback into a refined design concept, and finalize project assessment report.
- Submit final project assessment report and 15% preliminary design plans to MAG in June.

# CITY OF TEMPE TRANSPORTATION COMMISSION



## STAFF REPORT

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### AGENDA ITEM 9

#### DATE

April 10, 2018

#### SUBJECT

Future Agenda Items

#### PURPOSE

The Chair will request future agenda items from the Commission members.

#### BACKGROUND

The following future agenda items have been previously identified by the Commission or staff:

- May 8
  - MAG Design Assistance Grants
  - Fifth Street Streetscape
  - Bike Boulevards
  - Bike Month Recap
- June 12
  - Streetcar
  - DTA Update
- July 10
- August 14
  - Transit Security Update
- September 11
  - Annual Report
  - Alameda Drive Streetscape
  - North/South Railroad Spur MUP
- October 9
  - Annual Report
- November 13
  - Orbit Saturn
  - Transit Resident Survey Results
- December 11
- TBD: Vision Zero
- TBD: Bus system performance report
- TBD: Prop 500/BRT
- TBD: McClintock Drive Reconfiguration Data

#### RECOMMENDATION

This item is for information only.

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