

CITY OF KIRKLAND  
TERMINABLE RIGHT-OF-WAY USE PERMIT

\_\_\_\_\_ All Rights of Way in the City of Kirkland \_\_\_\_\_ (location of site)

In consideration of the fees, covenants, conditions and agreements herein contained the **CITY OF KIRKLAND**, a Washington municipal corporation (the "City"), hereby grants **LEGAL COMPANY NAME (a/k/a COMPANY DBA)** a Washington corporation ("Permittee"), a non-exclusive terminable right-of-way use permit (the "Permit") to use public right-of-way, per KMC Section 19.04.050, in the City of Kirkland, King County, Washington, subject to the following:

1. The Permit Area.

The Permit Area includes any and all rights-of-way in the City of Kirkland. It does not include privately owned properties. Permittee is responsible for obtaining formal approval from the owner to operate on privately owned properties.

2. Use of Permit Area.

The Permit is granted to Permittee for the purpose of allowing Permittee's free-floating bike share bicycles to temporarily be parked on City right-of-way, in designated areas of City parks, and in designated parking areas adjacent to ~~on~~ the Cross Kirkland Corridor during the period of time between rides by customers, subject to requirements in Attachment A: Bike Share Permit Requirements. Violation of these requirements are subject to code enforcement under the Kirkland Municipal Code, including but not limited to, KMC Section 1.12.020 (j), (k), and (m) or other applicable law.

3. Term of Permit.

The initial term of this Permit shall be for twelve (12) months, commencing on the date of this Permit. This Permit may be renewed upon the mutual written consent of the City and the Permittee. The City and the Permittee shall each have the right to terminate this Permit on 90 days written notice to the other party.

4. Fees.

The Permittee shall pay to the City an annual permit fee of \$2,032 and a program fee of \$35 per bike at the commencement of the term.

5. Required Attachments to Permit

Any company interested in applying for a permit shall submit an application to the City of Kirkland. The application must include a Bike Share Management Plan in

accordance with the requirements as defined in Attachment A: Bike Share Requirements. The below elements are required in the Bike Share Management Plan:

- A. Table listing all the policies in the Bike Share Permit Requirements document and the applicant's response;
- B. Size of fleet at launch, and size of fleet desired to roll out if given approval to expand;
- C. Service area at launch
- D. Plan for educating users on proper bicycle parking;
- E. Plan for encouraging compliance with the King County Helmet Law 9.10.010;
- F. Deposit including the permit fee and the total amount of the program fee for the fleet size.
- G. Proof of approved city of Kirkland Business License.

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

- A. Bond (Requirement O4);
- B. Two account logins for City oversight;
- C. Deposit check made payable to City of Kirkland;
- D. Program program fee (Requirement F2) to City of Kirkland.

#### 7. Indemnification.

To the greatest extent permitted by law, Permittee shall defend, indemnify and hold the City, its officers, official, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with activities or operations performed by the Permittee, or on Permittee's behalf, and the users of Permittee's bikes resulting from the issuance of this Permit, except for injuries and damages caused by the sole negligence of the City. To the extent permitted by law and except to the extent solely caused by a negligent act by the City, its officers, agents or employees, or by omission or breach of any term or condition hereof, the City shall not be liable for any injury (including death) to any persons or for damage to any property regardless of how such injury or damage may be caused, sustained or alleged to have been sustained by Permittee or by any other as a result of any condition whatsoever related in any way to the Permit Area or to Permittee's use or occupancy of the Permit Area.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Permittee and the City, its officers, officials, employees, and volunteers, Permittee's liability hereunder shall be only to the extent of Permittee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Permittee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Permit.

8. Assumption of Risk

Permittee acknowledges and assumes all risk of damage to its property in City right of way.

9. Insurance.

A. Permittee shall procure and maintain Commercial General Liability insurance, as required in this Section, without interruption from commencement of this Permit through its termination, including insurance against claims for injuries to persons or damage to property which may arise from or in connection with this permit. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Permit.

Permittee's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of Permittee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

B. The Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit

C. Permittee's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Permittee's insurance and shall not contribute with it.

D. **Acceptability of Insurers**  
Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. **Verification of Coverage**  
Contractor shall furnish the City with original certificates and a copy of the amendatory endorsement, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Permittee before commencement of operations or activities under this Permit.

F. **Public Entity Full Availability of Contractor Limits**  
If Permittee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella Liability maintained by the Permittee, irrespective of whether such limits maintained by Permittee are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Permittee.

10. Notice of Cancellation of Insurance.

Permittee shall provide the City with written notice of any policy cancellation within two business days of Permittee's receipt of such notice.

11. Failure to Maintain Insurance.

Failure on the part of the Permittee to maintain the insurance as required in this Permit shall constitute a material breach of the Permit, upon which the City may, after giving five business days' notice to the Permittee to correct the breach, immediately terminate the Permit or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City.

12. Maintenance and Repair.

Permittee shall, at its sole cost and expense, and throughout the term of this Permit, keep its bicycle equipment in good condition and in a good state of maintenance and repair.

13. Assignment.

This Permit and all rights hereunder shall not be transferable by Permittee for any reason whatsoever without the prior consent of the City.

14. Termination.

Either party may terminate this permit on 30 days written notice to the other and Permittee is responsible for removing all bikes from the City's right of way within that period of time.

In the event the Public Work's Director determines 1) Permittee's operation poses an immediate threat to public health, safety or welfare or 2) at the Director's sole discretion, a sufficient number of private property owner's complain about the bikes being left on their property, then the Director may immediately terminate the permit by giving notice as provided in Section 15. In either event, Permittee agrees to permanently remove its bikes from Kirkland's rights of way, parks and the CKC by the date given in the notice of termination.

In the event of termination, Permittee agrees the City may remove and store or dispose of Permittee's bikes if they have not been removed within the applicable period of time and Permittee will reimburse the City for any costs it incurs.

14. Attorneys' Fees.

In the event that either party shall be required to bring any action to enforce any of the provisions of this Permit, or shall be required to defend any action brought by the other party with respect to this Permit, and in the further event that one party shall entirely prevail in such action, the non-prevailing party shall, in addition to all other payments required therein, pay all of the prevailing party's actual costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorneys' fees in the trial court and in any appellate courts.

15. Notices.

All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses or to such other respective addresses as either party may hereafter designate in writing:

To the City:                      City of Kirkland  
   123 Fifth Avenue  
   Kirkland, Washington 98033  
   Attention: Department of Public Works

To Permittee: \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_

Notices and payments sent by certified or registered mail shall be deemed to have been given when and if properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

16. Compliance with Laws.

Permittee shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Permittee must maintain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

IN WITNESS WHEREOF, the parties hereto have signed this Permit as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the "Commencement Date").

CITY OF KIRKLAND

\_\_\_\_\_  
Kathy Brown, Public Works Director

Approved as to form:

\_\_\_\_\_  
City Attorney

PERMITTEE

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

DRAFT

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kathy Brown, to me known to be the Public Works Director of The CITY OF KIRKLAND, the Washington municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_,

the Washington corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## DEFINITIONS

- **2019–2020 Pilot** – the period beginning at system launch (tentatively May 1<sup>st</sup>, 2019) and concluding one year thereafter.
- **Active Fleet** – all of an operator’s bicycles that are permitted for use within Kirkland’s city limits and in use, available for rental, or temporarily disabled pending maintenance. Bicycles that are at an operator’s maintenance facility are not considered part of the active fleet.
- **Applicant** – a bike share company applying for a ROW Use Permit to operate in the City of Kirkland.
- **Available for rental** – the device is deployed, has not been placed in a maintenance mode or remotely suspended, and can be rented using the rental methods the vendor provides.
- **Bicycle** – defined by [RCW 46.04.071](#) as a device upon which a person or persons may ride, having two tandem wheels either of which is sixteen inches or more in diameter, or three wheels, any one of which is more than twenty inches in diameter.
- **Bicycle in Service** – a subset of the “Active Fleet.” Bicycles that are temporarily disabled pending maintenance or at an operator’s maintenance facility are not considered in service.
- **City** – the City of Kirkland.
- **Deploy** – placing a bicycle in service. See also “Rebalance.”
- **Device** – bicycle or electric-assisted bicycle the vendor deploys or proposes to deploy under these permit requirements.
- **Driveway** – an area designed to provide vehicular access to a parking area or structure, as defined by [KZC 5.10.240](#).
- **Electric-Assisted Bicycle** – defined by [RCW 46.04.169](#).
- **Dockless Bike Share** – see “Free-Floating Bike Share”
- **Free-Floating Bike Share** – on-demand rental bikes that are equipped with a locking mechanism and GPS unit and do not use purpose-designed station equipment except as may be used for charging the batteries of electric-assisted bicycles.
- **Fleet** – See “Active Fleet”
- **Good Working Order** – all bikes must meet stated safety standards noted in the permit requirements and if electric, must be charged and available for rental use.
- **Landscape/ Furniture zone** – an area between the roadway curb face and the front edge of the walkway.
- **Maintenance Mode** – refers to a device’s status when the vendor has remotely suspended rentals on the device because the device is not in good working order or is unsafe to operate.
- **Obstruction Hazard** – a circumstance resulting from the location and/or placement of a parked bicycle that impacts, obstructs, or blocks pedestrian or vehicle passage or bus operations, access, or stop zone amenities.
- **Park and parking** – refers to the vendor, rider, or another person bringing a deployed device to a stop, ending any trip, and leaving the device on City of Kirkland right-of-way or in a designated parking area
- **Program** – City of Kirkland’s Free-Floating Bike Share Program.
- **Pedestrian pathway** – a public or private pedestrian way, as defined by [KZC 5.10.649](#).
- **Permittee** – see “Permitted Operator”
- **Permitted Operator** – a company having a current permit and City of Kirkland Business License and meeting all conditions to operate free-floating bike share services within City of Kirkland Right-of-Way during the 2019–2020 pilot.
- **Pilot Evaluation Period** – Refers a length of time where the pilot will be evaluated. The entire year of the pilot will be evaluated but shorter durations will be evaluated at four and eight months.
- **Public Property** – areas beyond the Public Right-of-Way that are owned and maintained by the City or other governmental agency.
- **Public Right-of-Way** – areas designated as Public Right-of-Way, including deeded, dedicated, and public easements as defined by [KZC 5.10.805](#).
- **Rebalance** – relocating bicycles by a permitted operator to a location for the purpose of modifying the geographic distribution of the active fleet within service areas or restocking preferred parking areas. See also “Deploy”.

- **Rider** – any person who rents a device for a trip within the City of Kirkland.
- **Service Area** – the geographic area of Kirkland city limits where a rider may start a trip, ride, and end the trip without incurring any warnings or penalties.
- 
- **System Launch** – the date on which the City allows a permitted operator to deploy devices.
- **Trip** – a rider’s rental of a device, including:
  - i. the initial rental and unlocking (“trip start”);
  - ii. the rental period and the rider’s travel during that period; and
  - iii. relinquishing the device by locking and ending the trip or leaving the device without locking it (“trip end”).

# City of Kirkland Terminable Right of Way (ROW) Use Permit Attachment A: Requirements for Bike Share Pilot



February 22, 2019

The following requirements address several issues related to bike share systems in the following categories:

- General
- Operator Prerequisites
- Safety
- Bike Parking
- Operations
- Data Sharing
- Fees

As part of the 12-month permit pilot, Kirkland will conduct a 4- and 8-month evaluation of the pilot and the effectiveness of the requirements to minimize the impact on public use of the right of way. During the evaluation period, Kirkland staff may propose modified restrictions to continue permitting bike share operations within the city or to discontinue the use until a later date.

Any bike share operator which places their bikes in the City of Kirkland without a permit may be found guilty of operating without a license (Kirkland Municipal Code [7.02.050](#)). Consequences may include conviction of a misdemeanor crime and the business being declared a public nuisance.

## General

**G1:** This permit is only valid for operations within the City of Kirkland Right of Way (ROW) as well as any designated parking areas in parks and along the Cross Kirkland Corridor (parking restrictions apply – see P1-P12). Any other permissions or approvals to use other public property, such transit centers, or private property, such as publicly-accessible plazas or campuses, shall be the responsibility of the permittee to secure unless otherwise informed.

**G2:** This permit is valid and applicable only to the operation of free-floating (also known as “dockless”) bike share services.

**G3:** This permit is valid and applicable only to the operation of standard bicycles as defined by [RCW 46.04.071](#); and Class 1 & 2 electric-assisted bicycles (e-bikes) as defined by [RCW 46.04.169](#).

**G4:** Permittee acknowledges that the pilot is limited to one year from system launch. Any extension or alteration of the pilot period will require prior notification of the City Transportation Commission and City Council by the Transportation Director or the Director’s designee.

**G5:** Permittee acknowledges that the Public Works Department reserves the right to modify or establish additional special conditions at any time based on safety, adverse impacts or data obtained from operators.

**G6:** The City reserves the right to terminate permits at any time and require that the entire fleet of bicycles be removed from City ROW, parks and Cross Kirkland Corridor. The decommissioning shall be completed within thirty (30) days of formal notice, unless a different time-period is determined by the City.



# City of Kirkland Terminable Right of Way (ROW) Use Permit Attachment A: Requirements for Bike Share Pilot

## Operator Prerequisites

**OP1:** All permitted operators shall have general liability insurance as stipulated in the ROW permit.

**OP2:** Prior to permit issuance, permittee shall sign and record an agreement, to be provided by the City, indemnifying and holding harmless the City of Kirkland consistent with as stipulated in the ROW permit. The agreement shall be in effect for the entirety of this permit.

**OP3:** Upon permit issuance, the permittee must obtain a valid City of Kirkland Business License.

**OP4:** Permittee acknowledges that they shall begin operations within 60-days following system launch or their permit may be voided. Priority may be given to operators who are capable of having fleet available on the launch date of May 1<sup>st</sup>, 2019.

**OP5:** Permitted operators and all bicycles used under this permit must use the following technology:

- a. Mobile Application – A mobile application to accept payments, handle all aspects of rental transactions, and provide information on bike availability and locations.
- b. GPS Technology – GPS technology to provide real-time tracking of bicycle location and a record of trip data, including street-level route tracking during trips to support infrastructure planning and evaluation efforts.
- c. Geofencing – The ability to virtually designate the system service areas, preferred parking areas, and no parking areas to support fleet management.

**OP6.** Permittee shall provide the City of Kirkland with a direct point of contact for bike share operator staff that are responsible for, and capable of, rebalancing bicycles, removing bicycles that are obstructions, and removing damaged bicycles or bikes not in compliance with the permit conditions.

**OP7.** Permittee's point of contact or their designee shall meet with the City within one week of the City's request to review operations, as well as at least once during the week before system launch and thereafter as requested by the City throughout the duration of the pilot.

## Safety Requirements

**S1:** All bicycles used in systems issued a permit 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](#).

**S2:** Any electric bicycles used in systems issued a permit shall meet the National Highway Traffic Safety Administrations (NHTSA) definition of *low-speed electric bicycles* and Class 1 or Class 2 electric bicycles defined by [RCW 46.04.169](#); 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. Electric bicycles must also comply with Washington RCW 46.04.168 regarding the operation of electric bicycles on public roadways. Additionally, the City



## City of Kirkland Terminable Right of Way (ROW) Use Permit

### Attachment A: Requirements for Bike Share Pilot

reserves the right to terminate any permit if the battery or motor on an electric bicycle is determined by the City to be unsafe for public use.

**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 light that emits red light.

**S4:** All operators shall provide a mechanism for customers to notify the operator of safety and maintenance issues with bicycles by phone and email, as well as through a mechanism available in the operator's app during, after or without initiating a trip.

**S5:** All permitted operators shall accept reports of safety concerns and improperly parked bikes by phone from at least 6am to 9pm seven days a week, except holidays.

**S6:** Permitted operators shall immediately disable a bicycle from being unlocked by any user after a user has reported a safety issue with that bicycle, pending inspection and servicing by the operator.

**S7:** Any bicycle that is inoperable or unsafe to operate shall be removed from the ROW, parks or Cross Kirkland Corridor according to the time windows in P12. Such bikes shall be repaired before returning to revenue service.

**S8:** All permitted operators must provide an ongoing education and incentive plan for encouraging customers to wear helmets while riding the operators' bicycles in the City of Kirkland.

**S9:** Permitted operators agree that the City of Kirkland is not responsible for educating users regarding laws applicable to riding and operating a bicycle in the City of Kirkland and King County. The City is also not responsible for educating users on how to ride or operate a bicycle. Permitted operators agree to inform users:

1. Bicyclists shall wear helmets when riding at all times in accordance with King County Code Section 9.10.010.
2. Bicyclists shall yield to pedestrians at all times.

# City of Kirkland Terminable Right of Way (ROW) Use Permit Attachment A: Requirements for Bike Share Pilot



## Bike Parking Requirements

**P1:** Bicycles shall be parked upright in the landscape/furniture zones of the sidewalk, subject to restrictions outlined in P4 below. Bike share operators shall proactively inform customers about how to park a bicycle properly. Operators must submit with their applications a plan for an ongoing educational outreach campaign, which emphasizes that users should not leave bikes in locations that block walkways in addition to any other unauthorized areas.

**P2:** Bikes that are required to be locked to a fixed object such as a pole or a bike rack are not allowed as part of this permit.

**P3:** Bicycles can only be parked on hard surfaces within the landscape/furniture zone (e.g. concrete, asphalt) unless it is at an identified bike parking location along the Cross Kirkland Corridor that may be gravel.

**P4:** Restrictions to eligible bicycle parking zones on sidewalks:

P4.1. Bicycles shall not be parked at the corners of sidewalks unless there is ample space that does not impede the sidewalk or ADA ramps and leaves at least 5 feet of unimpeded pedestrian space.

P4.2. Bicycles shall not be parked on sidewalks where the pedestrian travel lane is narrower than 5 feet. On sidewalks with pedestrian lanes 6 feet or wider, bicycles shall be parked in a way that leaves a minimum unimpeded 5 feet pedestrian lane.

P4.3. Bicycles shall not be parked in the landscape/furniture zone adjacent to or within:

- a. Sidewalk cafes;
- b. Loading zones;
- c. ADA parking zones;
- d. Street furniture that requires pedestrian access (for example - benches, parking pay stations, bus shelters, transit information signs, etc.);
- e. Curb ramps;
- f. Entryways;
- g. Driveways; and
- h. Hydrants/ fire protection.

P4.4. Bicycles shall not impede any travel lanes including vehicle and bicycle travel lanes and are not to be parked on paved shoulders along arterial streets.

P4.5 Bicycles shall not be parked within 5 feet of transit related areas, including bus stops, shelters, passenger waiting zones, and bus layover and staging zones, except at existing bicycle racks or if designated under P3;

P4.6. Bicycles shall not be parked where it is determined by the City to represent a safety hazard.

**P5:** City staff may designate and mark bike parking areas to direct operators to the appropriate locations to rebalance bikes and to focus customer parking and encourage compliance of the requirements in this permit. Designated bike parking locations may be indicated to the operator and the customer through the mobile application, with signage, and/ or by using visible cues on the ground.



## City of Kirkland Terminable Right of Way (ROW) Use Permit

### Attachment A: Requirements for Bike Share Pilot

Operators shall communicate to the bike share users the locations of these parking areas through the mobile application, any supporting web applications and marketing campaigns.

Permitted operators acknowledge that designated bike parking locations will be implemented in phases.

**P5.1:** Permitted operators shall abide by the following restrictions within City of Kirkland Parks:

- a. **Operating in parks.** Bike share users must yield to pedestrians.
- b. **Parking bikes in parks.** Bikes may only be parked at designated bike parking areas identified in the app.

**P5.2:** Permitted operators shall abide by the following restrictions within the Cross Kirkland Corridor (CKC):

- a. **Operating on the CKC.** Bike share users must yield to pedestrians. Users must not ride faster than 15mph.
- b. **Parking on the CKC.** Bikes may only be parked at designated bike parking areas which will be indicated with City-installed signs and/ or locations identified in the app. Bikes must not impede use of any part of the trail at any time.

**P6:** Additional bike parking zones may be established; for example, publicly-accessible plazas, on-street parking spaces, off-street parking lots/garages, or campuses. However, permission for bikes to be parked in those zones shall require written approval from 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.

**P7:** Permitted operators acknowledge that designated bike parking locations do not constitute an exclusive use of Public ROW for bike share services.

**P8:** Bicycles shall not be parked on any property not allowed under this permit without permission from the property owner. If an operators' bikes are parked on private property, and if a complaint is made and the bike is not removed within the time windows specified in requirement P7. Bike share operators are subject to code enforcement under the Kirkland Municipal Code 1.12.020 (j), (k), and (m).

**P9:** City staff may designate No Parking Areas and permitted operators shall:

- a. depict these areas on their mobile application map and if possible on a web-application;
- b. automatically receive notifications when bikes are left in these areas, assumed to be non-hazard obstructions unless separately reported otherwise by the City or any other individual or entity;
- c. notify the customer via text that the bike was improperly parked and incentivize the customer to move the bike
- d. relocate bicycles left in these areas if they are not relocated by the customer according to requirements specified in the "Operations – Rebalancing and Relocation" section.

**P10:** Permitted operators shall apply financial incentives for customers to properly park the bikes and financial disincentives for improper bicycle parking.

**P11:** Permitted operators are required to move any bicycle that is parked in one location for more than 7 consecutive days unless the bike is within a designated parking area. If operators fail to comply, the bicycles may be removed by City crews and dropped off at one of the pre-determined drop locations

## City of Kirkland Terminable Right of Way (ROW) Use Permit

### Attachment A: Requirements for Bike Share Pilot

around the city. The City will invoice the violating operator. See requirement F3 for invoicing information.



**P12:** Any bicycle that is parked improperly shall be re-parked in a correct manner or shall be removed by the operator based on the type of issue and the response times below:

- for any issue perceived to pose risk to public safety, within two (2) hours of receiving notice, 6am to 9pm seven days a week (not including holidays), otherwise by 7:00am the following day.
- for any issue related to impeding transit operations or transit customer access, as determined by the city or transit agencies, within two (2) hours of receiving notice, 6am to 9pm seven days a week including holidays, otherwise by 7:00am the following day
- for any parking or other non-safety issue, within twenty-four (24) hours of receiving notice.

Note: The City does not intend to dedicate city resources to the movement of bike share bicycles, however, in instances when the operator fails to comply with the expectations of P7, the City reserves the right to charge a fixed crew and vehicle use fee of \$127 per bike for work done by City crews to relocate improperly parked bikes. See requirement O11.

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## Operations Requirements

### Rebalancing and customer service

**O1:** All permitted operators shall have a staffed operations center within 15 miles of Kirkland City Hall.

At the time of application, operators shall inform the City:

- a. the number of staff who will be available daily to physically move bicycles in Kirkland;
- b. the daily working hours of the operations staff
- c. the daily rebalancing schedule which applies to bicycles in Kirkland

**O2:** All permitted operators shall provide the City with a direct contact for bicycle share company staff that are capable of rebalancing bicycles.

**O3:** Requirements for every bicycle:

**O3.1.** a unique identifier number that is clearly visible somewhere on the bicycle structure and on a license plate attached to the rear of the bicycle

**O3.2.** a clearly visible a phone number and email address for reaching the operator to report improperly parked bikes. Requests shall be acted upon according to the response times in P7.

**O3.3.** notification that the user shall yield to pedestrians

**O4:** Permitted operators shall deploy, distribute, and rebalance their active fleet according to the following types of service areas where bike share demand is anticipated to be the highest and the built environment is most able to accommodate bike share bicycles and associated parking areas:

- a) Downtown Core and along Kirkland's waterfront
- b) Commercial and Mixed-Use Areas according to Kirkland's Comprehensive Plan Land Use Map (Figure LU-2: Commercial and Mixed-Use Areas) and definitions
- c) Designated locations adjacent to the Cross Kirkland Corridor

**O5:** Permitted operators shall perform regular safety inspections of all bicycles used under this permit and provide data demonstrating that these are being conducted and appropriate maintenance is completed.

**O6:** Permitted operators shall ensure that deployed, active-fleet electric bicycles are charged and available for use. Uncharged bicycles must be removed from service.

**O7:** Bike share operators shall minimize impacts to accessing public transit or to public transit operations. Operators shall comply with written, phoned or in-person requests of King County Metro and Sound Transit to remedy impacts. In conjunction with transit agencies, the City may add or revise requirements for parking locations, customer education, frequency of collection/removal of the operators' bicycles from properties and facilities leased, managed or owned by King County Metro and Sound Transit, and company access to those properties for such removal.



## City of Kirkland Terminable Right of Way (ROW) Use Permit

### Attachment A: Requirements for Bike Share Pilot

#### Number of bicycles

**O8:** When the pilot period starts, operators are permitted a fleet target of 100 minimum to 200 maximum bicycles which can include standard bicycles or Class 1 or Class 2 electric-assist bikes in compliance with RCW 46.04.169. Increases in fleet size or configuration over the pilot period may be permitted at the Public Works Director's discretion. All permitted operators shall have a minimum fleet of 100 bicycles throughout the pilot period. Operators shall meet this fleet size within 30 days of their initial rollout.

**O9:** All applicants shall submit their plan for initial bicycle rollout, including when and where bicycles will be deployed. Permitted operators shall notify the City if they plan to change their fleet size 30 days before deployment and shall include the additional program fee for the expanded fleet (Requirement F2), and documentation of their updated performance bond (Requirement O11).

#### Other Requirements

**O10:** Per Section 5 of the ROW Use Permit, the City of Kirkland Public Works department may determine additional or altered permit conditions based on data received as part of the data sharing requirements specified in DS1 and DS2.

**O11:** 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 the City. These funds shall be accessible to the City for future public property repair and maintenance costs that may be incurred when 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.

**O12:** If any City of Kirkland 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 the City for such costs within thirty (30) days of invoicing to the permitted operator.



## Data Sharing Requirements

**DS1:** The operator shall provide a monthly report to the City on or before the second Monday of each month which includes the operators Mobility Data Specification (MDS) feed as well as any complaints received via phone, text, email or through the operator’s mobile app. If any data is not provided, the operator will be subject to non-compliance under DS3 below and then enforcement of requirement O12.

**DS2:** The City of Kirkland may employ the services of a third party entity to evaluate all bike share services at any time. The operator agrees to comply with any and all requests made by a third party entity.

**DS3:** If the operator does not comply with all requirements under this permit, operator will have a probationary period of thirty (30) days to resolve the issues in coordination with City staff. Non-compliance after the probationary period will result in termination of the operators permit per requirement G6.

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

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## City of Kirkland Terminable Right of Way (ROW) Use Permit Attachment A: Requirements for Bike Share Pilot

### Education Requirements

- E1:** All permitted operators shall submit a helmet use incentive plan per requirement S8, which encourages all bike share customers to use helmets.
- E2:** All permitted operators shall educate bike share customers on the applicable laws to operating a bicycle on a public roadway, per requirement S9.
- E3:** All permitted operators shall submit a plan to educate bike share users on proper parking of bicycles in accordance with the requirements P1-4.
- E4:** All permitted operators shall communicate to their customers that the bicycles must be stored within the areas allowed under this permit.
- E5:** All permitted operators shall communicate to bike share users the location of parking hubs per requirement P5.
- E6:** Permitted operators shall distribute a customer survey, as will be provided by the Public Works Department, to all users at least once and potentially up to three times during the pilot via text and made available via the phone app.
- E7:** The Public Works Department will develop and administer an online questionnaire after the conclusion of the secondary evaluation period (8 months). The questionnaire will be open to the public and widely publicized to obtain insight into public perception of bike share in Kirkland among residents, employers, employees, and others.



## Fee Requirements

**F1:** Applicants shall pay \$2,032.00 for an Annual Permit for the pilot bike share program. If any stations or other structures are proposed, each site shall require additional review deposits and permitting.

**F2:** Applicants shall pay a program fee of \$35/bike to the City during the pilot permit program.

**F3:** In instances when the operator fails to comply with response requirements, the City shall invoice the operator for a fixed crew and vehicle use fee of \$127 per bike for work done by City crews to relocate improperly parked bikes. See requirement O11.

**F4:** Operators shall submit with permit application a plan for how they will facilitate the provision of affordable and accessible bike share service for low-income, unbanked, limited English and underserved populations.

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