



Right-of-Way Use
Bike Share Pilot Permit Special Conditions
Permit XX-XXXXXX TE

July 10, 2018

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The following are special conditions that apply to all permittees to operate bike share services as part of Bellevue's 2018–19 bike share pilot ([BCC 14.30.060](#)).

DEFINITIONS

- **2018–19 Pilot** – The period beginning at system launch and concluding one year thereafter.
- **Active Fleet** – All bicycles that are permitted within Bellevue 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 Bellevue.
- **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.
- **Deploy** – The movement of a bicycle by a permitted operator to a location for the purpose of putting a bicycle in service. See also "Rebalance."
- **Electric-Assisted Bicycle** – Defined by [RCW 46.04.169](#) as a bicycle with two or three wheels, a saddle, fully operative pedals for human propulsion, and an electric motor. The electric-assisted bicycle's electric motor must have a power output of no more than seven hundred fifty watts. Also known as an "e-bike."
 - **Class 1 Electric-Assisted Bicycle** – Defined by [RCW 46.04.169](#) as an electric-assisted bicycle in which the motor provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches the speed of twenty miles per hour.
 - **Low-Speed Electric Bicycle** – Defined by the Consumer Product Safety Act (15 U.S.C. 2051) as a two- or three-wheeled vehicle with fully operable pedals and 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. See [Public Law 107-319](#).
- **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.
- **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.
- **Permittee** – See "Permitted Operator."
- **Permitted Operator** – A company having a current permit and meeting all conditions to operate free-floating bike share services within City of Bellevue Right-of-Way during the 2018–19 pilot.
- **Primary Pilot Evaluation Period** – Either the first six months following system launch or through January 31, 2019, whichever is longer.
- **Public Property** – Areas beyond the Public Right-of-Way that are owned and maintained by the City or other governmental agency.



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- **Public Right-of-Way** – Areas designated as Public Right-of-Way, including deeded, dedicated, and public easements as defined by [BCC 14.30.050 \(R\)](#).
- **Rebalance** – The movement of a bicycle by a permitted operator to a location for the purpose of modifying the geographic distribution of bicycles between or within service areas or restocking preferred parking areas. See also “Deploy.”
- **Stationless Bike Share** – See “Free-Floating Bike Share.”
- **System Launch** – The date when one or more permittees receive notice from the Transportation Department to commence operating bike share services in Bellevue.



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PILOT

Implement a one-year bike share pilot permit with services provided by one or more qualified permitted operators, beginning with a modest number of bicycles to manage potential issues and cultivate positive public reception prior to expansion.

General

- PI-1. This permit is valid and applicable only to uses within the City of Bellevue Public Right-of-Way. Any other permissions or approvals to use other public property, such as parks or transit centers, or private property, such as publicly-accessible plazas or campuses, shall be the responsibility of the permittee to secure.
- PI-2. Additional terms for bike share use within Public Property may be found in *Attachment A – Terms for Bike Share Use on Public Property*.
- PI-3. This permit is valid and applicable only to the operation of free-floating (also known as “stationless” or “dockless”) bike share services.
- PI-4. For any system that uses charging stations for electric-assisted bicycles, each station that requires installation and maintenance in the Public Right-of-Way requires an annual use permit in addition to this pilot permit.
- PI-5. 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 Transportation Commission and City Council by the Transportation Director or the Director’s designee.
- PI-6. Permittee acknowledges that the Transportation Department reserves the right to modify or establish additional special conditions at any time based on safety, adverse impacts or data obtained from operators (see the “Evaluation” section of this document) and/or to improve consistency with the goals and strategies described in the [Bellevue Bike Share Pilot Permit Framework](#).
- PI-7. Permittee acknowledges that the City of Bellevue reserves the right to terminate this permit at any time and require that the entire fleet of bicycles be removed from the Right-of-Way. The permittee shall complete removal of all bicycles within 30 days from the date of termination.

Operator Prerequisites

- PI-8. Permittee shall provide and maintain insurance demonstrating commercial liability insurance on form CG 00 01 in the amount of \$1 million minimum per occurrence and \$2 million aggregate, or the equivalent coverages included in *Attachment B – Bike Share Insurance Requirements*. A copy of the Insurance Certificate shall be provided with this permit application.
- PI-9. Prior to permit issuance, permittee shall sign and record an agreement, to be provided by the City, indemnifying and holding harmless the City of Bellevue consistent with [BCC 14.30.160](#). The agreement shall be in effect for the entirety of this permit.
- PI-10. Permittee must have a valid business license to operate in the City of Bellevue, Washington.
- PI-11. Permittee must submit a *Notice of Intent to Apply* for a permit by end-of-business on July 9, 2018 to be eligible to apply for a Right-of-Way Permit to operate in Bellevue during the 2018–19 pilot period.



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PI-12. Permittee acknowledges that they shall begin operations within 60 days following system launch or their permit may be voided.

Fleet & Phasing

PI-13. Permittee acknowledges that the cumulative active fleet size for all permitted operators is 400 bicycles at system launch.

PI-14. Permittee acknowledges that if more than one bike share company submits a *Notice of Intent to Apply* for a permit by the July 9th deadline, each permittee will receive an equal share of the cumulative active fleet at system launch.

PI-15. Permittee acknowledges that, within one week of the July 9th notice deadline, the Transportation Department will notify applicants of the per-operator active fleet size limit at system launch and the per-operator pilot management fee based on the number of operators expected to apply for a permit.

PI-16. All permitted operators shall maintain a minimum active fleet of 100 bicycles by the 60th (sixtieth) day following system launch.

PI-17. Permitted operators will be allowed to increase their active fleet size by 100 bicycles after every four consecutive weeks during which they meet compliance targets for active fleet, rebalancing, and parking issue response. Targets are defined in their respective sections of this *Permit Special Conditions* document. Fleet size and targets shall be inclusive of both Right-of-Way and Public Property.

PI-18. Permittee acknowledges that the maximum cumulative active fleet size for all permitted operators is 1,200 bicycles for the duration of the 2018–19 bike share pilot. Permitted operators shall not increase the number of bicycles operating in Bellevue, even if they meet compliance targets, beyond this maximum.



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QUALITY

Implement a permit that is consistent with the Bellevue brand of high quality and innovation, providing an asset the community will value.

- QU-1. This permit is valid and applicable only to operation of Class 1 electric-assisted bicycles (e-bikes), as defined by [RCW 46.04.169](#).
- QU-2. Permitted operators may not deploy bicycles propelled solely by human power within Bellevue city limits during the pilot period.
- QU-3. 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.
- QU-4. Permitted operators shall utilize preferred parking areas where designated, referred to as “bike hubs,” as installed and maintained by the Transportation Department. See the “Parking” section of this document for more information.
- QU-5. Operators shall provide references as part of their permit application that demonstrate a commitment to providing high quality service that is responsive to the jurisdictions within which they currently operate.
- QU-6. Operators shall perform and report on monthly inspections of all bicycles in their fleet to ensure that all bicycles in service are fully operable, free of defects and vandalism, well-maintained, and clean to the greatest extent possible.



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SAFETY

Ensure that bike share bicycles are safe to ride, helmet use and safe riding behavior is encouraged, and operators assume all liability for their use of the Public Right-of-Way.

Equipment

- SA-1. All bicycles used under this permit shall meet the standards outlined in the Code of Federal Regulations (CFR) [Title 16, Chapter 11, Subchapter C, Part 1512 – Requirements for Bicycles](#). Additionally, permitted bicycles shall meet all safety standards outlined in [ISO 43.150 – Cycles, subsection 4210](#).
- SA-2. All electric-assisted bicycles used under this permit shall meet the Consumer Product Safety Act definition of a “low-speed electric bicycle,” the [RCW 46.04.169](#) definition of a “Class 1 Electric-Assisted Bicycle,” and shall be subject to the same requirements as bicycles propelled solely by human power (refer to Requirement SA-1).
- SA-3. The City reserves the right to terminate any permit issued as part of this pilot if the battery or motor on an electric-assisted bicycle is determined by the City to be unsafe for public use.
- SA-4. All bicycles used under this permit shall meet state requirements for use during hours of darkness, as described in [RCW 46.61.780](#), including at minimum a front light that emits white light and a rear red reflector.
- SA-5. All bicycles used under this permit shall have the following visible to the bike share user on the bicycle at all times:
 - (a) A unique bicycle identifier;
 - (b) Operator name and contact information;
 - (c) Notification that the user shall wear a helmet;
 - (d) Notification that the user shall yield to pedestrians.
- SA-6. 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. See the “Evaluation” section of this document for more information.
- SA-7. 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.

Education and Encouragement

- SA-8. Permittee acknowledges that the City of Bellevue is not responsible for educating bike share users about how to operate a bicycle, local and county helmet laws, or other applicable laws and regulations, including these permit conditions.
- SA-9. Permitted operators agree to educate bike share users about laws and regulations applicable to riding and operating a bicycle in the City of Bellevue.
- SA-10. Permitted operators agree to instruct bike share users to comply with applicable laws, including:
 - (a) any person riding a bicycle on any Bellevue Right-of-Way is required to wear a helmet ([BCC 11.60.090](#));
 - (b) people bicycling shall yield to pedestrians when riding on sidewalks, multi-purpose paths, curb ramps, and crosswalks.



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- SA-11. Permitted operators shall instruct bike share users how to report safety issues.
- SA-12. Permitted operators shall participate in bicycle education and encouragement events hosted by the City of Bellevue and agree to distribute helmets to registered bike share users.

Mobile Application

- SA-13. Permitted operators shall obtain from users affirmation that they possess a helmet and acknowledge that they are required by local and county law to wear a helmet while riding a bicycle.
- SA-14. Permitted operators shall provide a simple mechanism in their mobile application for customers to notify the company of safety or maintenance issues with a bicycle during, after, and without needing to initiate a trip.



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PARKING

Facilitate the convenient provision of bicycles where people want them, while maintaining orderly and accessible public space and minimizing impacts to private property.

Service Areas and Distribution

- PA-1. Permitted operators shall provide citywide service and allow bikes to be parked wherever legal, as described in “Legal Requirements” below.
- PA-2. Permitted operators shall deploy, distribute, and rebalance their active fleet according to types of service areas, as described below and defined in *Attachment C – Bike Share Service Areas*. (See Requirement OP-13 for targets for each service area.)
- (a) **Activity Centers:** Bellevue’s most urban 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. These include Downtown, BelRed, Crossroads, Eastgate, Factoria, and the Wilburton/Hospital area.
 - (b) **FTN Bus Stops:** Stops served by Frequent Transit Network (FTN) routes outside of the Activity Centers, where bike share can help support access to transit by providing first- and last-mile connections.
 - (c) **Neighborhoods:** All residential and neighborhood commercial areas outside of Activity Centers and more than one quarter-mile from FTN Bus Stops, where residential and employment density is low and demand for bike share is anticipated to be significantly lower than in other areas.

Legal Requirements

- PA-3. Bike share bicycles may be legally parked only on paved or other improved hard surfaces in the Public Right-of-Way, sidewalk easements, and other locations identified in *Attachment D – Designated Parking Areas*, which will be updated periodically by the Transportation Department.
- PA-4. Bike share bicycles may be legally parked at and/or locked to public bicycle racks within the Public Right-of-Way.
- PA-5. Bike share bicycles shall be upright when parked.
- PA-6. Bike share bicycles shall be parked in a manner that does not impact, obstruct, or block pedestrian passage in accordance with the Americans with Disabilities Act, maintaining at least six feet of clear space for pedestrian circulation.
- PA-7. Bike share bicycles shall not be parked at the corners of sidewalks.
- PA-8. Bike share bicycles shall not be parked within driveways or driveway approaches in a manner that blocks vehicle passage.
- PA-9. Bike share bicycles shall not be parked adjacent to or within:
- (a) Travel lanes;
 - (b) Paved shoulders along arterial streets;
 - (c) Hydrants or fire protection systems;
 - (d) Sidewalk Cafés or sidewalk seating areas;
 - (e) Transit zones—including within 6 (six) feet of any part of bus stops, shelters, information signs, benches, fare payment machines, passenger access to front and rear bus doors,



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and bus/shuttle/by permit only layover areas and staging zones—except at existing bicycle racks;

- (f) Loading and Unloading Zones;
- (g) Disabled Parking Zones;
- (h) Curb ramps and curb ramp landings;
- (i) Entryways or doorways;
- (j) Emergency exits or corridors;
- (k) Street furniture that requires pedestrian access, including but not limited to benches, waste receptacles, and wayfinding kiosks;
- (l) Overhead sky bridges, tunnels, or other easements internal to buildings within the Public Right-of-Way.

PA-10. Bicycles shall not be parked where it is determined by the City to represent a safety hazard.

PA-11. Permitted operators shall use geofencing to establish *No Parking Areas* in city-owned parks as specified by *Attachment E – Geofenced No Parking Areas*, and they shall:

- (a) depict these areas on their mobile application map;
- (b) propose and apply financial disincentives to discourage bike share users from parking in these areas;
- (c) automatically receive notifications when bikes are left in these areas, assumed to be non-hazardous obstructions unless separately reported otherwise by the City or any other individual or entity;
- (d) relocate bicycles left in these areas according to requirements specified in the “Operations – Rebalancing and Relocation” section.

Preferred Parking Areas

PA-12. Permitted operators acknowledge that the Transportation Department will install and maintain preferred parking areas, referred to as “bike hubs,” in each of the geographic service areas in convenient proximity to bicycle trip origins and destinations.

PA-13. Permitted operators acknowledge that public bike hubs will be implemented in phases, beginning with *Activity Centers*, *FTN Bus Stops*, and near commercial centers in *Neighborhoods* and subsequently expanded following a community engagement process into other locations in *Neighborhoods*.

PA-14. Permitted operators acknowledge that they may work with interested private or other public property owners to designate locations on private or public property as bike hubs by (1) entering an agreement that indemnifies and holds harmless the property owner and (2) notifying the Transportation Department when such agreements have been established.

Notification requirements include:

- (a) Acknowledgement of the agreement with signatures from the permitted operator and the property owner or manager;
- (b) A photograph of the bike hub location;
- (c) The latitude and longitude of the bike hub location.

PA-15. Permitted operators acknowledge that a database of *Approved Bike Share Parking Locations* will be maintained by the Transportation Department, including all bike hubs implemented by the



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Transportation Department and any established by agreement between permitted operators and other public or private property owners.

- PA-16. Permitted operators shall depict all bike hub locations on their mobile application map.
- PA-17. Permitted operators shall propose and provide financial incentives to encourage bike share users to park within or near bike hubs, wherein “near” is defined as within 25 feet of the coordinates established for a bike hub location.
- PA-18. Permitted operators acknowledge that areas delineated as bike hubs do not constitute an exclusive use of Public Right-of-Way for bike share services.



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OPERATIONS

Ensure that fleets are responsibly managed and permitted operators are responsive to maintenance needs, City permit compliance notifications, and user feedback.

Operator Expectations

- OP-1. Permitted operators shall, within 60 (sixty) days of system launch, have a staffed operations center in King County east of Lake Washington. Operators may request a 30 (thirty) day extension if they are in compliance with other requirements.
- OP-2. Permitted operators shall have a 24-hour staffed crew available to respond to issues promptly upon notification. (See Requirement OP-19 for response time requirements.)
- OP-3. Permitted operators assume primary responsibility for customer service and shall take steps to clearly communicate contact information to the public.
- OP-4. Permitted operators shall have a 24-hour customer service phone number and email address for customers, members of the public, and other parties to report safety concerns, complaints, ask questions, or request a bike to be relocated seven days a week, including holidays.
- OP-5. Permitted operators shall provide the company's name, logo, and contact information in a clearly visible location on every bicycle.
- OP-6. Permitted operators must use appropriate and legal parking areas for their vehicles when rebalancing their bicycles.

Performance Bond, Invoicing, and Payments

- OP-7. Permittee shall have in effect at the issuance of this permit and at all times a performance bond of \$10,000 (ten thousand dollars) for the fleet. These funds shall be accessible to the City of Bellevue for the repair of public property and maintenance costs that may be incurred if the permittee fails to address damages identified by the Transportation Department.
- OP-8. In the event the City incurs any additional costs addressing or abating any violations of the provisions of this permit, including the relocation, removal, or storage of bicycles covered under this permit, the Permittee shall reimburse the City for said costs following receipt of an invoice within 30 (thirty) calendar days.
- OP-9. Any bicycle used under this permit that is parked in one location that is not within or near a bike hub for more than seven consecutive days without moving may be considered a nuisance and removed and stored by the City for a period of 70 (seventy) calendar days at the expense of the Permittee. The City shall invoice the Permittee, and the Permittee upon receiving such invoice shall reimburse the City within 30 (thirty) calendar days. If stored longer than 70 (seventy) calendar days, the permittee authorizes the City to dispose of said bicycle(s) and waives all claims and damages.
- OP-10. All costs arising from the need for the City to remove, relocate, and store any bicycle from a location prohibited under this permit due to operator failure to address the issue within the specified response time limit shall be equal to a fixed crew and vehicle use fee of \$315 per incident. If City crews are required to remove, relocate, or store more than 5 (five) bicycles from one operator in a period of 4 (four) weeks, the operator shall meet with the City's Bike Share Manager to discuss potential corrective steps.



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Coordination with the City

- OP-11. Permittee shall provide the City of Bellevue with a direct point of contact for bike share staff that are responsible for and capable of rebalancing bicycles, removing obstructions, and removing damaged bicycles or bikes not in compliance with the permit conditions.
- OP-12. Permittee's point of contact or their designee shall meet with the City within three days of the City's request to review operations, as well as at least once during the week before system launch and monthly thereafter as requested by the City throughout the duration of the pilot.

Rebalancing and Relocation

- OP-13. Permitted operators shall regularly rebalance their active fleet to service areas according to the targets established for each type as follows:
- (a) *Activity Centers* – More than 50 percent of active fleet
 - (i) *Priority Activity Center* – At least 25 percent and no more than 50 percent of the active fleet allocated to *Activity Centers* shall be distributed to Downtown.
 - (ii) *Other Activity Centers* – At least 10 percent of the active fleet allocated to *Activity Centers* shall be distributed to each other area including BelRed, Crossroads, Eastgate, Factoria, and Wilburton/Hospital.
 - (b) *FTN Bus Stops* – At least 10 percent of active fleet
 - (c) *Neighborhoods* – At least 15 percent of active fleet
- OP-14. The Transportation Department Bike Share Manager will assess compliance with service area targets based on the weekly average percentage of an operator's active fleet located within each area daily at 7:00 AM.
- OP-15. Permitted operators shall rebalance at least 50 percent of their active fleet to within or near bike hubs in *Activity Centers* where they are available on a regular basis to ensure reliable service and maintain an orderly Public Right-of-Way.
- OP-16. The Transportation Department Bike Share Manager will assess compliance with the bike hub relocation target based on the weekly average percentage of an operator's active fleet located within 25 feet of bike hubs daily at 7:00 AM.
- OP-17. Any bicycle not parked within or near a bike hub, if it is not rented for six consecutive days, must be relocated to a bike hub before 7:00 AM on the following day.
- OP-18. Any bicycle that is inoperable or any bicycle that is deemed unsafe to operate shall be removed from the Right-of-Way within 24 hours of notice by any means given to the permittee by the City or any other individual or entity, and the bicycle shall be repaired meeting all applicable safety requirements before it is returned to revenue service.



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- OP-19. Permitted operators shall relocate incorrectly parked bicycles following notice by the City, private property owners, or any other individual or entity according to these times and circumstances:
- (a) if the notice alleges the bicycle is an obstruction hazard (see Definitions), and the notice was made between 6:00 AM and 12:00 AM (midnight) – within 2 hours of receiving notice;
 - (b) if the notice alleges the bicycle is an obstruction hazard, and the notice was made at all other times – within 4 hours of receiving notice;
 - (c) if the report does not allege the bicycle is an obstruction hazard – within 24 hours of receiving notice.
- OP-20. Any bicycle that is blocking bus operations, access, or stop zone amenities shall be relocated within 2 hours of notice by any means given to the permittee by the City or any other individual or entity, regardless of the time or day.
- OP-21. Permitted operators shall remove or relocate any permitted bicycle within 24 hours upon notification by the Transportation Department that it is deemed to be failing to comply with the terms and provisions of this permit.



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EVALUATION

Collect data from all permitted operators to support permit oversight, performance evaluation, and inform infrastructure investment priorities, and engage the community to understand how the permitted services are perceived by users and other local stakeholders and inform next steps.

Equipment

- EV-1. All bicycles used under this permit shall be equipped with GPS devices that track bicycle location at all times when bicycles are in the active fleet.
- EV-2. All GPS devices shall ping the operator's network and record a timestamp and the bicycle's coordinates at least every 60 (sixty) seconds while the bicycle is in use.
- EV-3. All GPS devices shall ping the operator's network and record a timestamp and the bicycle's coordinates at least twice daily, at 7:00 AM and 7:00 PM.
- EV-4. Operators shall submit with their permit application a description and demonstration of the effectiveness of their location tracking to ensure accuracy of the data transmitted.

Data Sharing

- EV-5. Permittee shall collect and provide the data specified in *Attachment F – Data Requirements* beginning on the day of system launch and continuing through the end of the pilot period or until the operator's permit expires or is revoked, whichever is later.
- EV-6. Permitted operators agree to the Transportation Department using a third-party researcher for evaluation of the bike share pilot. Data will be shared with the third-party researcher only for the purposes of evaluation and/or enforcement of the requirements of this permit.
- EV-7. Permitted operators shall establish an agreement with the University of Washington (UW) Transportation Data Collaborative (TDC) for the duration of this permit to transmit the data specified in *Attachment F – Data Requirements – Section 1* to the TDC via an application program interface (API) obtained from the TDC. Records to be submitted to the TDC shall include the following:
 - (a) rider identification
 - (b) bicycle identification, location, and status
 - (c) trip records
- EV-8. Permitted operators shall submit the data specified in *Attachment F – Data Requirements – Section 2* to the Transportation Department Bike Share Manager. Records to be submitted include the following:
 - (a) bicycle maintenance
 - (b) parking relocation requests and response
 - (c) collisions



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- EV-9. Permittee shall keep a record of theft, vandalism, and maintenance activities on all bicycles used under this permit, including but not limited to bicycle identification number and maintenance performed. These records shall be sent to the Transportation Department Bike Share Manager monthly.
- EV-10. Permittee shall keep a record of all parking relocation requests received for any bicycle used under this permit. These records shall be sent to the Transportation Department Bike Share Manager weekly.
- EV-11. Permittee shall keep a record of all reported collisions that involve any bicycle used under this permit. These records shall be sent to the Transportation Department Bike Share Manager weekly.
- EV-12. If the City has not yet finalized an agreement with the UW TDC on the date of system launch, permitted operators shall nevertheless collect and retain all required data consistent with these *Special Conditions* from system launch until such an agreement between the City and the TDC is in effect, and the operators shall at that time submit the required data to the TDC.
- EV-13. The Transportation Department may employ the services of a third-party auditor to support evaluation of bike share services at any time. The operator agrees to comply with any and all requests made by a third party auditor.

Public Engagement

- EV-14. Permitted operators shall distribute a customer survey, as will be provided by the Transportation Department, to all users at least once and potentially up to three times during the pilot as specified by the Bike Share Manager.
- EV-15. The Transportation Department will develop and administer an online questionnaire after the conclusion of the primary evaluation period. The questionnaire will be open to the public and widely publicized to obtain insight into public perception of bike share in Bellevue among residents, employers, employees, and others.



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ENFORCEMENT

Monitor operations for compliance with the requirements established, issue warnings or penalties to address noncompliance, and enact additional or altered permit conditions as needed to resolve problems based on the data provided to the city as part of the pilot permit.

Compliance Assessment

- EN-1. The Transportation Department will assess permitted operator compliance with permit requirements associated with active fleet size limits, rebalancing bicycles in accordance with service area targets, rebalancing bicycles to bike hubs, and responding to notices of improperly parked bicycles.
- EN-2. Permitted operators shall comply with specified minimum and maximum active fleet size limits.
- EN-3. Permitted operators shall comply with specified minimum and maximum targets for active fleet allocation to service areas within a threshold of +/- 10 percent.
- EN-4. Permitted operators shall comply with the specified minimum target for active fleet allocation to bike hubs within a threshold of +/- 25 percent.
- EN-5. Permitted operators shall respond to notices of improperly parked bicycles within the specified time requirements for at least 75 percent of all cases.
- EN-6. The Transportation Department reserves the right to amend the terms and thresholds of compliance as determined appropriate following system launch.
- EN-7. Refer to *Attachment G – Compliance Enforcement Plan* for a summary of the actions the Transportation Department will take to regulate fleet size growth and reduction based on severity and frequency of compliance infractions.

Non-Permitted Bicycles

- EN-8. The Transportation Department will regard bike share bicycles occupying any Public Right-of-Way without a permit as a nuisance per [BCC 14.30.190 \(D\)\(6\)](#).
- EN-9. The Transportation Department will notify the operator of non-permitted bike share bicycles that they must be removed from the City of Bellevue within 24 hours of notice.
- EN-10. The Transportation Department reserves the right to impound non-permitted bike share bicycles and store them at the owner's expense if they have not been removed by owner within 24 hours of notice.



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COST RECOVERY

Recover all costs incurred to the city to administer, support, and oversee privately owned and operated bike share services.

- CR-1. The initial permit application, review, and inspection fees will be a TE Right-of-Way Permit application and follow the prescribed fee schedules for the applicable year. Any revision to increase or decrease services or amend sites or uses herein, shall be submitted as a revision to the permit, and applicable fees will be paid by the permittee. Subsequent revisions which do not constitute a disturbance will follow the TE permit process and prescribed fee schedule for the applicable year.
- CR-2. As provided under a TE permit, any portion of a deposit for inspection services not expended will be reimbursed to the permittee.
- CR-3. Permittees shall pay a pilot management fee of \$40,000 to the City of Bellevue for reimbursement of:
 - (a) one-time costs, including materials and labor for installing preferred parking areas;
 - (b) ongoing costs, including staff time for oversight, data review, coordination with operators, responding to public communications, and community engagement;
- CR-4. Recover any costs incurred to the City of Bellevue to address or abate any violations of permit requirements, including the relocation or storage of bicycles by City staff, the repair or maintenance of public property damaged by bike share bicycles or agents of the company, or the removal of bicycles by the City if the company is not present to do so if its permit is terminated.
- CR-5. Require operators to have a performance bond, which is accessible to the City of Bellevue for use to address any issues incurring a cost to the City. See Requirement OP-7.
- CR-6. In the event the permit is terminated for failure to comply with conditions herein, the permittee acknowledges they are not eligible for the reimbursement of any fees paid to the City of Bellevue, and the City agrees to release the posted bond less any amounts due the City of Bellevue.



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EQUITY

Make bike share a viable and accessible mobility option to the widest population possible, including low-income and underserved populations.

- EQ-1. 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, and underserved populations.
- EQ-2. Operators shall provide a process by which individuals can register for and add funds to their bike share account in person by visiting the Service First desk at Bellevue City Hall during normal business hours.
- EQ-3. Operators shall provide for navigation of their mobile application in languages other than English, including two or more of the following: Spanish, Chinese, Korean, Vietnamese, and/or Russian.
 - (a) At least one of the above non-English languages shall be available within 60 days of system launch.
 - (b) At least two of the above non-English languages shall be available within 120 days of system launch.
 - (c) Operators will be allowed to increase their active fleet size limit by 100 bicycles for each additional of the above non-English languages implemented after the first two.



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APPLICATION

Applications shall be applied for through www.MyBuildingPermit.com, which is the electronic portal for applying for paperless permits at the City of Bellevue.

Application Type: Right-of-Way

Project Type: Other Project Type

Activity Type: Street Use

Scope of Work: Vendor Sales

A complete application shall include the following:

- (a) Completed TE Permit application;
- (b) Completed "Bill To" form;
- (c) Completed *Notice of Intent to Apply* form, dated by or before July 9, 2018;
- (d) Insurance Certificate;
- (e) Name and contact information—which shall remain current—for the City's direct point(s) of contact for bike share staff that are responsible for and capable of rebalancing bicycles, removing obstructions, and removing damaged bicycles or bikes not in compliance with the permit conditions;
- (f) References demonstrating Applicant's commitment to providing high quality service that is responsive to the jurisdictions within which Applicant currently operates;
- (g) Fleet information, including images and description of bicycle(s) and demonstration of GPS tracking accuracy;
- (h) Mobile application information, including images and description of interface and multi-lingual support;
- (i) Plan for educating users about and encouraging users to comply with permit conditions that relate to user behavior, including helmet usage, proper bicycle parking practices, and bicycling laws and regulations;
- (j) Plan for facilitating the provision of affordable and accessible bike share service for low-income, unbanked, and underserved populations;
- (k) Plan for making helmets available to registered bike share users;
- (l) Description of how operator could leverage Choose Your Way Bellevue funding to provide a subsidy for rides beginning and/or ending in Bellevue during a promotional period;
- (m) Plan for retrieval and relocation of bicycles associated with complaints, illegal parking, and notices of unsafety and redistribution of bicycles as called for in the permit;
- (n) Proposal for incentive(s) to encourage bike share users to end trips and park bicycles in preferred parking areas ("bike hubs");
- (o) Proposal for disincentive(s) to discourage bike share users from parking bicycles in defined *No Parking Areas*;
- (p) Payment of required Permit Fees.



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

1. Hold Harmless and Indemnity Agreement executed by an authorized party;
2. Performance Bond;
3. Proof of a Bellevue Business License;
4. Payment of Pilot Management Fee;
5. 5 (five) user accounts to facilitate City oversight and data validation.



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ATTACHMENT A – TERMS FOR BIKE SHARE USE ON PUBLIC PROPERTY

There are currently no Special Use Agreements allowing the use of bike share on public property in Bellevue beyond the Public Right-of-Way. This attachment will be updated if and when such agreements have been established.



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ATTACHMENT B – BIKE SHARE INSURANCE REQUIREMENTS

Each permitted bike share operator (Operator) shall continuously maintain throughout the entire term of the permit, at no expense to the City, the following insurance coverage and limits of liability:

A. STANDARD INSURANCE COVERAGES AND LIMITS OF LIABILITY REQUIRED:

1. Commercial General Liability (CGL) written on an occurrence form at least as broad as ISO CG 00 01, with Minimum Limits of Liability:
 - \$1,000,000 per Occurrence;
 - \$2,000,000 General Aggregate;
 - \$2,000,000 Products/Completed Operations Aggregate; and
 - \$1,000,000 Personal/Advertising Injury Liability.

Coverage shall include: Premises and Operations; Personal Injury and Advertising Liability; Independent Contractors; Severability of Interest Clause; General Aggregate Limits of Insurance shall apply separately; "Claims Made" and "Modified Occurrence" policy forms are not acceptable.

2. Umbrella or Excess Liability "follow form" insurance over primary CGL insurance limits in the amount of \$3,000,000 per occurrence, Combined Single Limits, and \$3,000,000 in the aggregate for each annual policy period. The required total minimum limits of liability may be satisfied with primary limits or any combination of primary and umbrella/excess limits.
 3. Automobile Liability insurance for owned, non-owned, leased or hired vehicles, as applicable, written on a form CA 00 01 or equivalent with minimum limits of liability of \$1,000,000 CSL.
 4. Worker's Compensation. Statutory requirements of the State of residency. Coverage shall be at least as broad as Worker's Compensation coverage, as required by the Industrial Act of the State of Washington.
 5. Employer's Liability or "Stop Gap" at a limit of \$1,000,000 each Occurrence and \$1,000,000 Aggregate.
- B. CITY AS ADDITIONAL INSURED; PRODUCTS-COMPLETED OPERATIONS: Operator shall include "the City of Bellevue" as an additional insured to all of the insurance coverage listed above, except for Worker's Compensation; which shall also be as primary and non-contributory with any insurance or self-insurance coverage or limits of liability maintained by the City, and in the form of a duly issued additional insured endorsement and attached to the policy or by the appropriate blanket additional insured policy wording, and in any other manner further required by Contractor's insurance coverage to provide the City of Bellevue additional insured coverage as set forth herein.



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- C. NO LIMITATION OF LIABILITY: Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only. Nothing in the City of Bellevue's requirements for minimum insurance coverage shall be interpreted to limit or release liability of the Operator or any of the Operator's insurers. The City shall be an additional insured as required in paragraph C. regarding the total limits of liability maintained, whether such limits are primary, excess, contingent, or otherwise.
- D. REQUIRED SEPARATION OF INSURED PROVISION; CROSS-LIABILITY EXCLUSION AND OTHER ENDORSEMENTS PROHIBITED: Operator's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. Operator's insurance policy shall not contain any provision, exclusion, or endorsement that limits, bars, or effectively precludes the City of Bellevue from coverage or asserting a claim under the Operator's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. Operator's failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Contract or Permits with the City of Bellevue; or if applicable, and at the discretion of the City of Bellevue, shall serve as grounds for the City to procure or renew insurance coverage with any related costs of premiums to be repaid by Operator or reduced and/or offset against the Contract.
- E. NOTICE OF CANCELLATION: The above checked insurance coverages shall not be canceled by Operator or Insurer without at least 30 days written notice to the City, except 10 days' notice for non-payment of premium.
- F. INSURER'S A.M. BEST'S RATING: Each insurance policy shall be issued by an insurer rated A-: VII or higher in the A.M. Best's Key Rating Guide, unless a surplus lines placement by a licensed Washington State surplus lines broker, or as may otherwise be approved by the City.
- G. EVIDENCE OF INSURANCE: Operator must provide the following as evidence of insurance:
1. A certificate of liability insurance evidencing coverages, limits of liability and other terms and conditions as specified herein. In the "Certificate Holder" field of the certificate of insurance, write "City of Bellevue."; and
 2. An attached City of Bellevue designated additional insured endorsement or blanket additional insured wording to the required insurance policies.

At any time upon the City's request, Operator shall also cause to be timely furnished a copy of declarations pages and schedules of forms and endorsements. If the City tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, Operator shall also cause a complete and certified copy of the requested policy to be timely furnished to the City of Bellevue.

Send certificate and additional insured endorsement to: Andreas Piller – APiller@bellevuewa.gov

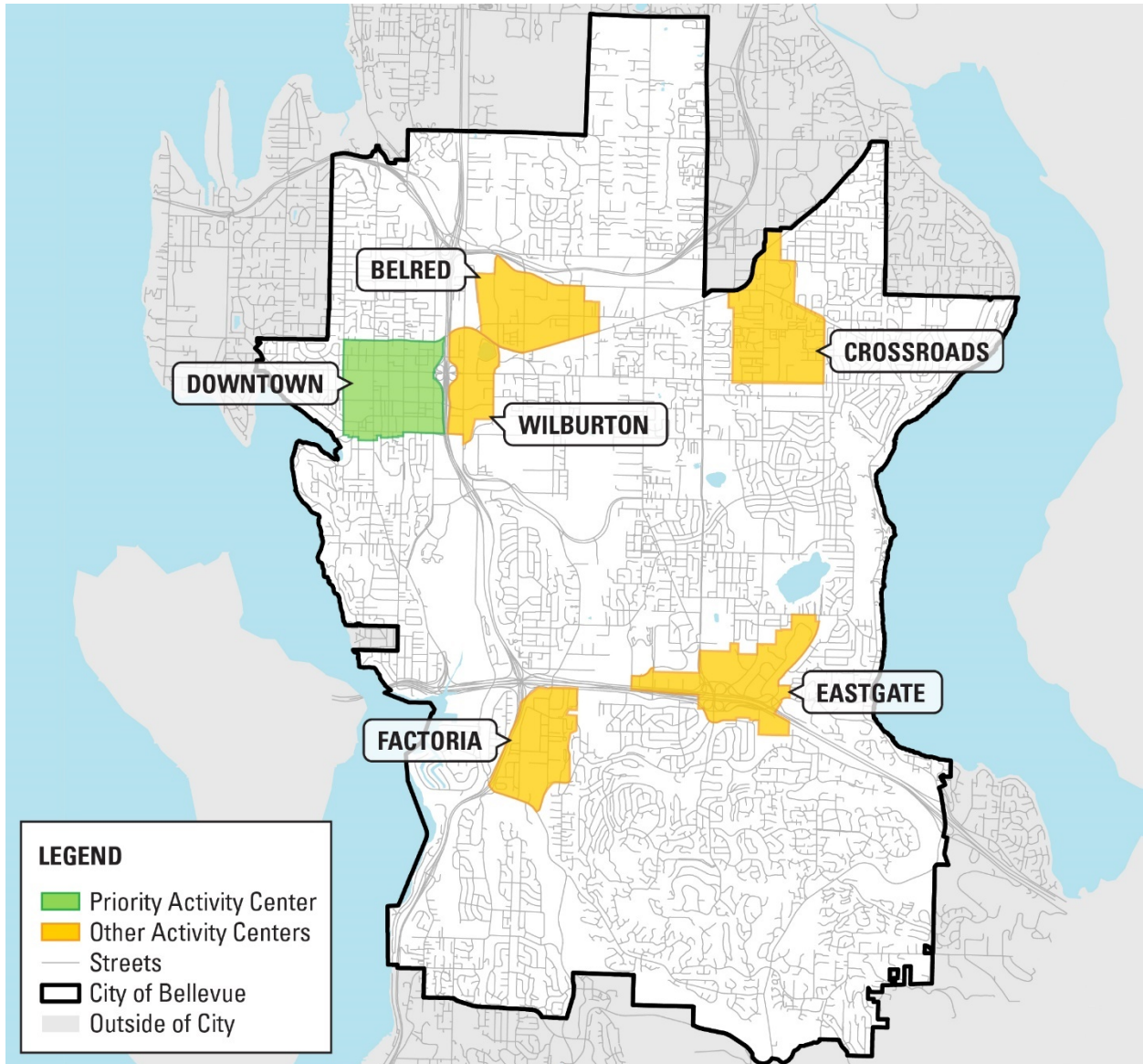


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ATTACHMENT C – BIKE SHARE SERVICE AREAS

The following maps depict the boundaries for each of the service areas described in Requirement PA-2.

ACTIVITY CENTERS

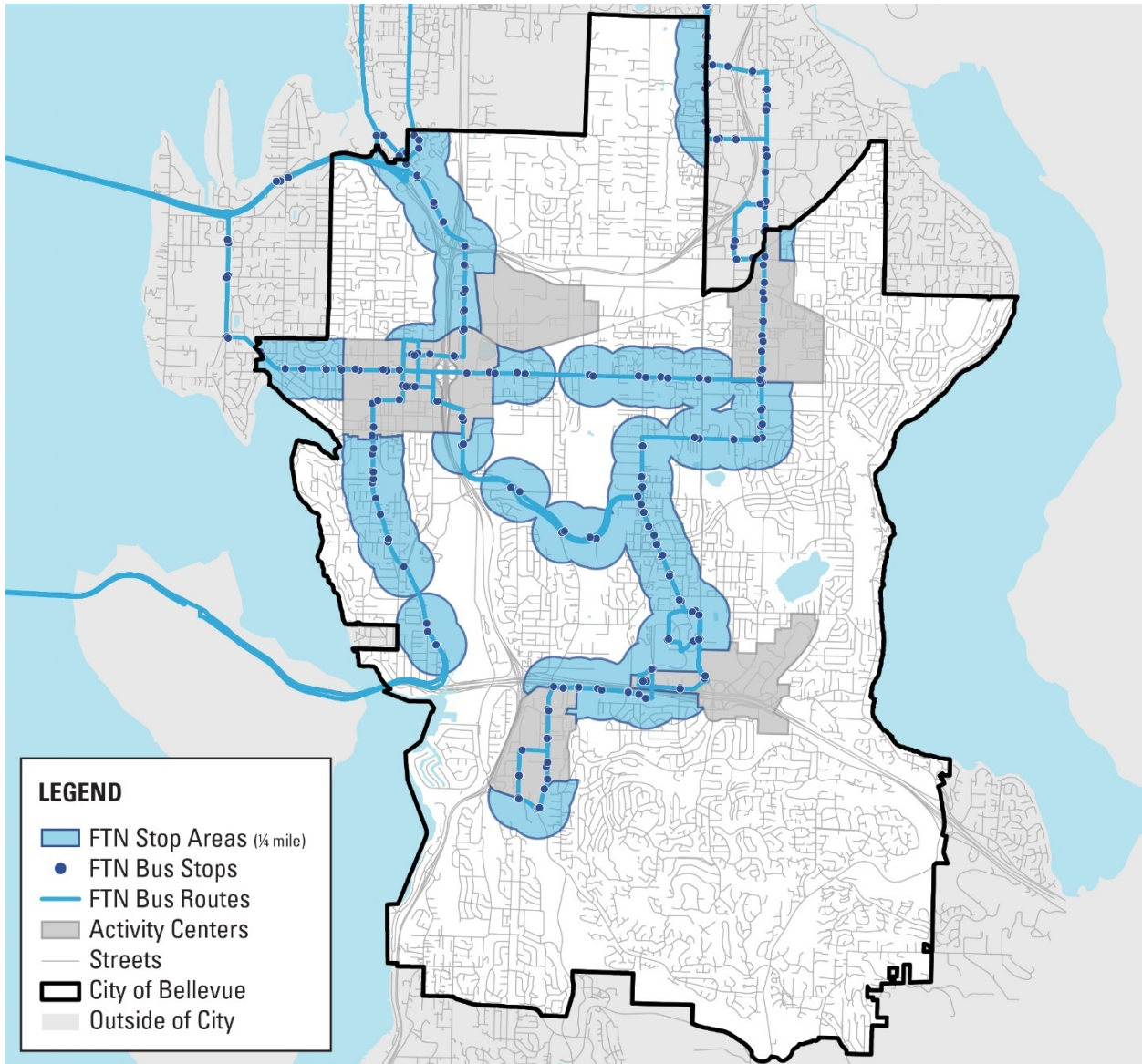


*Boundaries updated July 10, 2018
GIS data available by request from the Bike Share Manager.*



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FTN BUS STOPS

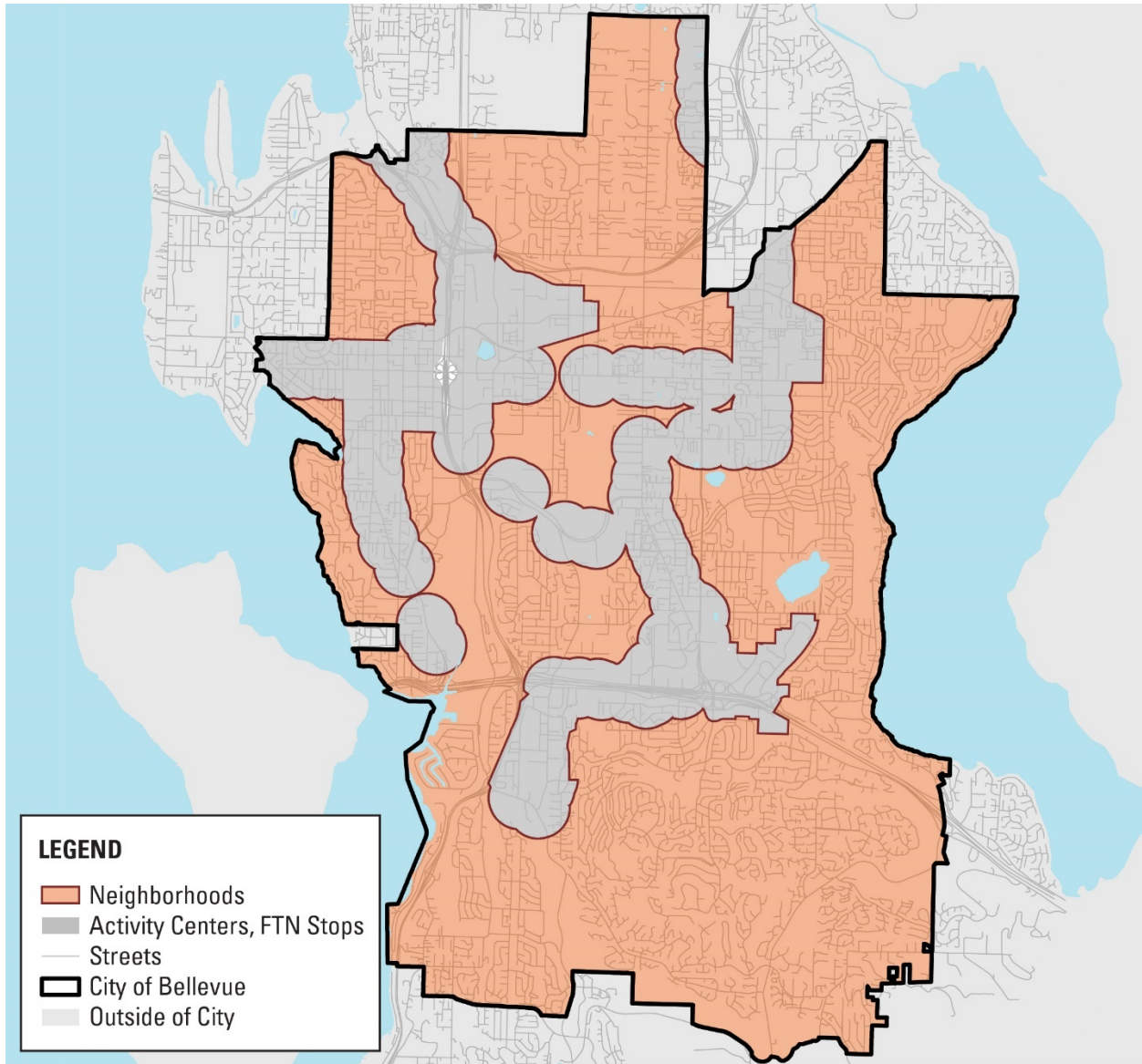


Boundaries updated July 10, 2018
GIS data available by request from the Bike Share Manager.



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NEIGHBORHOODS



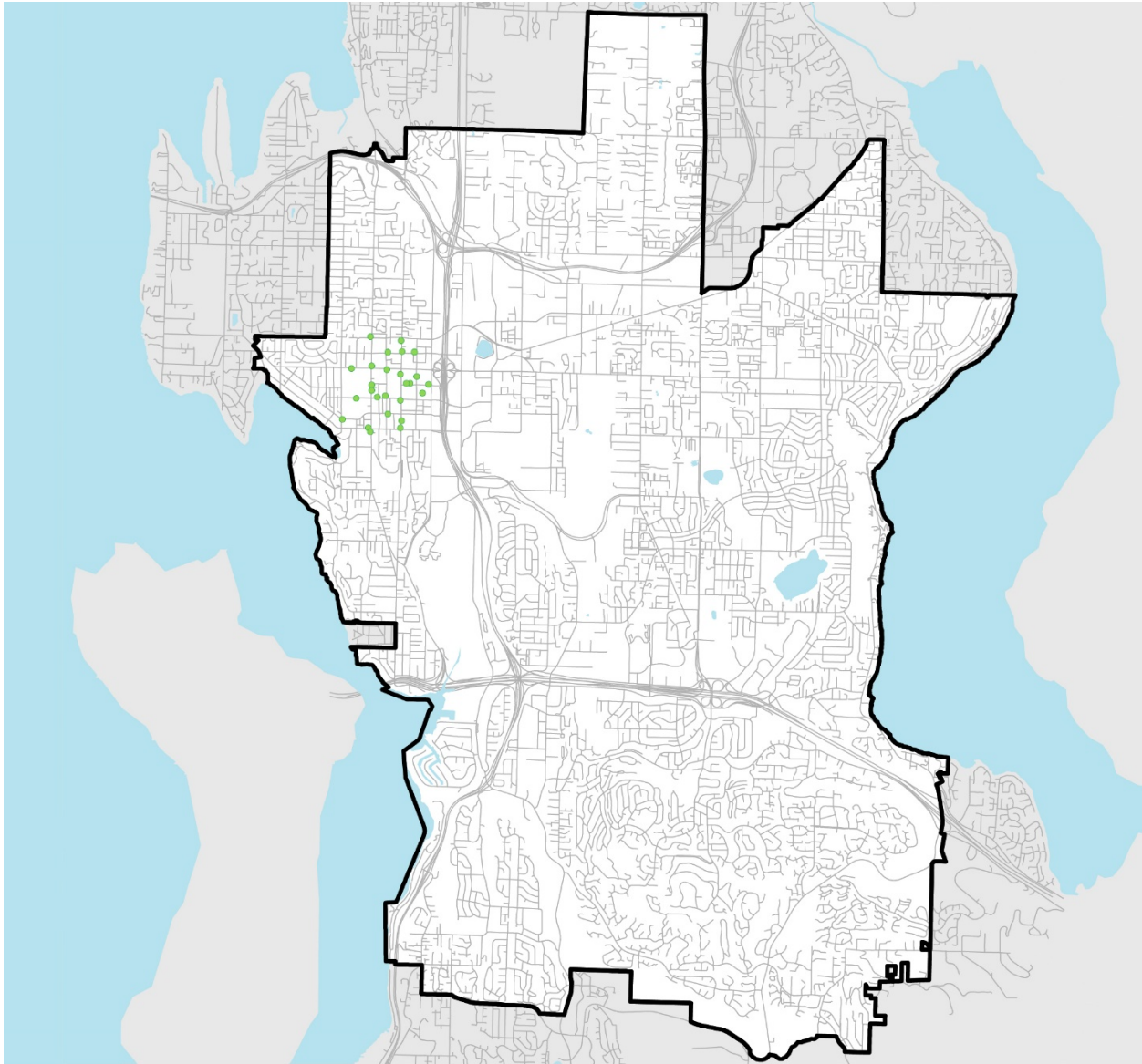
Boundaries updated July 10, 2018
GIS data available by request from the Bike Share Manager.



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ATTACHMENT D – DESIGNATED PARKING AREAS

The following maps depict all preferred parking areas (called “bike hubs”) that have been designated to date per Requirements PA-12 and PA-15. This attachment will be updated as additional bike hubs are approved and installed.

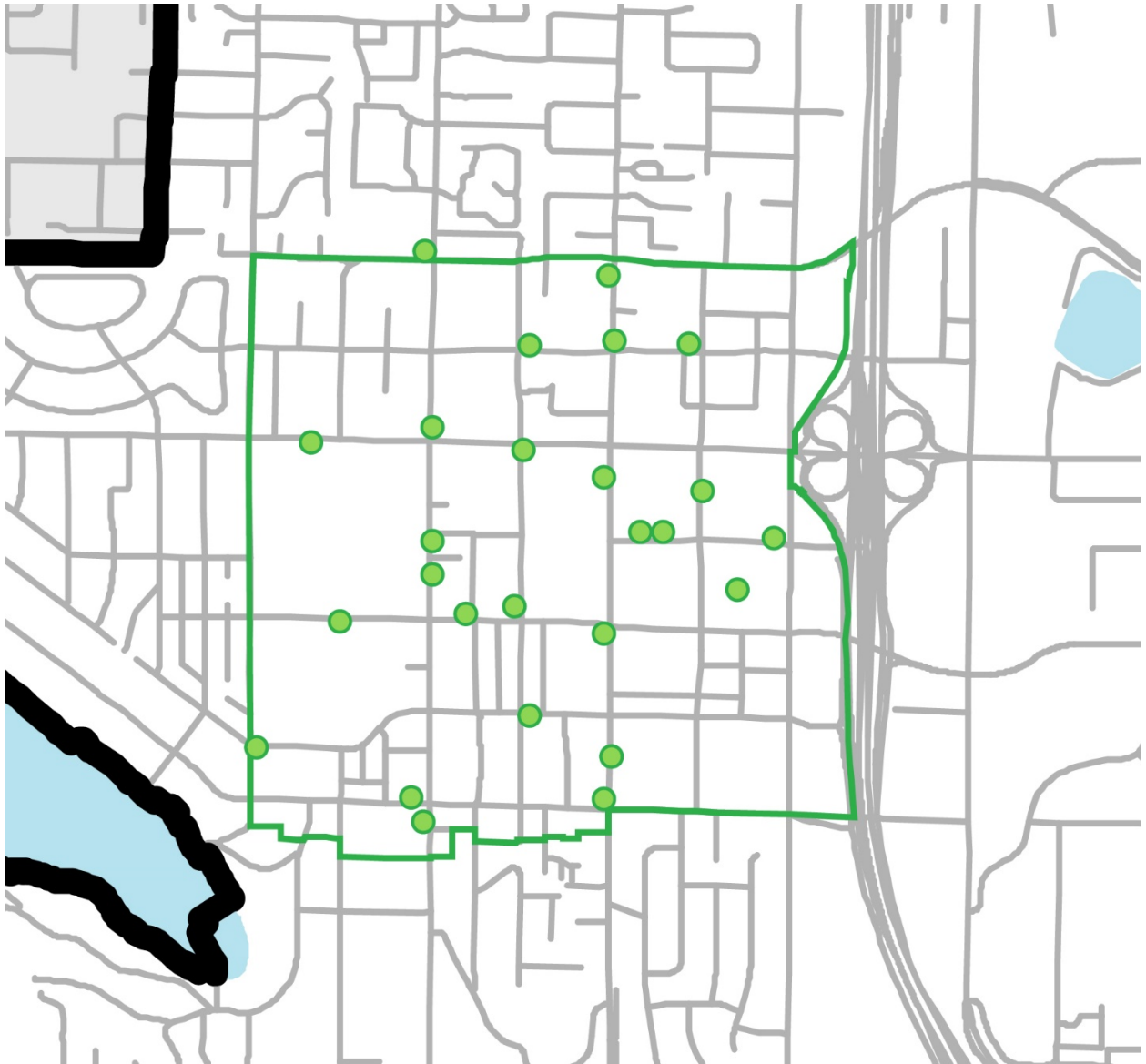


*Locations updated July 10, 2018
GIS data available by request from the Bike Share Manager.*



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BIKE HUBS IN DOWNTOWN ACTIVITY CENTER AND VICINITY

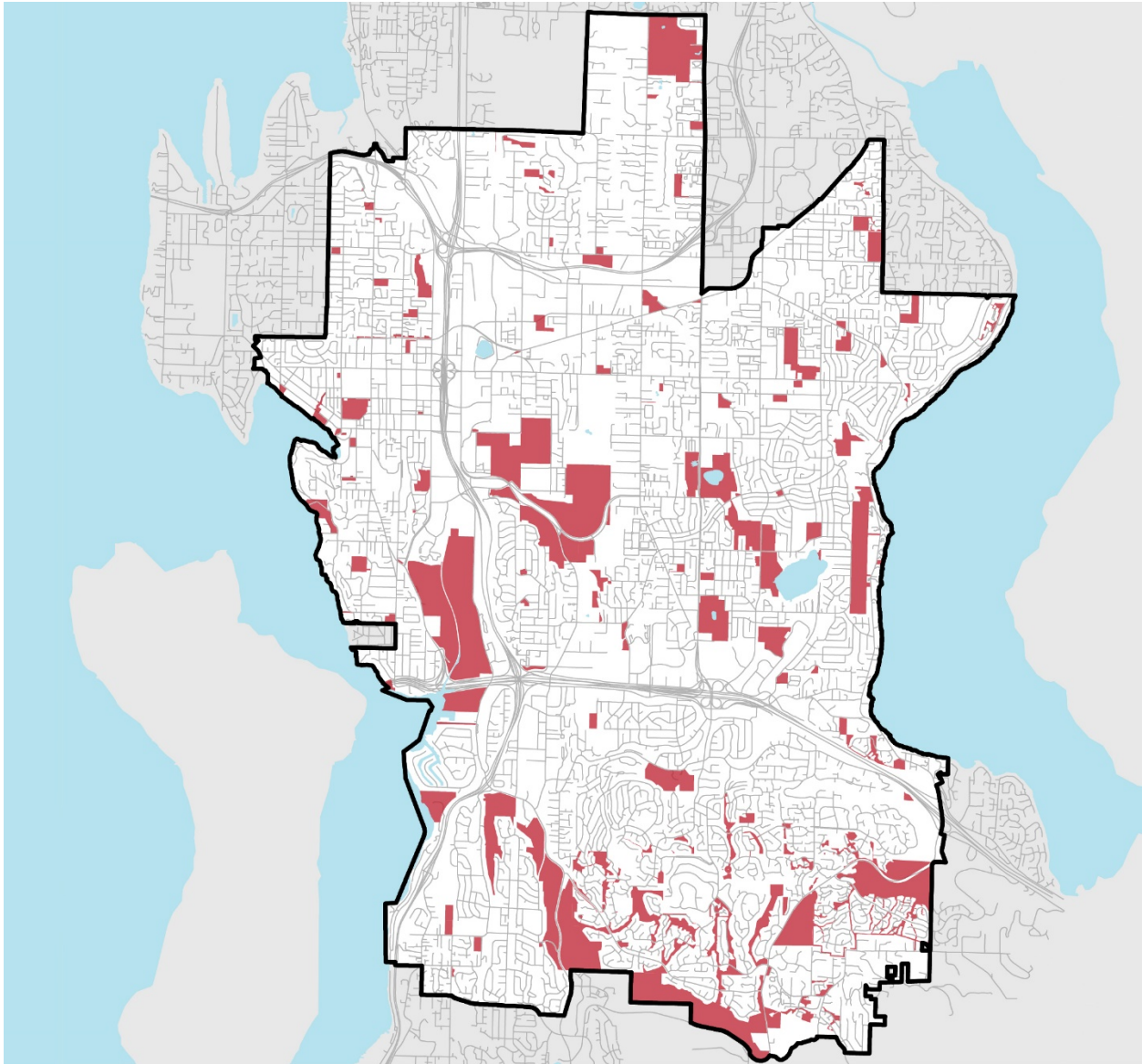


*Locations updated July 10, 2018
GIS data available by request from the Bike Share Manager.*

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ATTACHMENT E – GEOFENCED NO PARKING AREAS

The following maps depict the boundaries for each of the service areas described in Requirement PA-11.



*Boundaries updated July 10, 2018
GIS data available by request from the Bike Share Manager.*



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ATTACHMENT F – DATA REQUIREMENTS

SECTION 1 – DATA TO BE SUBMITTED TO THE UW TDC

In accordance with Requirement EV-7, permitted operators shall transmit the following data points to the University of Washington (UW) Transportation Data Collaborative (TDC) for the duration of the bike share pilot. Operators shall use the TDC API Data formatting conventions differing from those depicted here must be approved by both the City of Bellevue Transportation Department and the UW TDC.

Rider Identification

The only item in this category to be reported regularly is the rider_id, which shall include all riders reported in the trip table. The remaining items will come from one or more surveys conducted by permitted operators during the pilot, the results of which will be related back to previously obtained trip records.

Field Name	Format Example	Description
rider_id	xxx123	unique identifier for the rider
gender	F	M – Male F – Female T – Trans D – Different Identity P – Prefer Not To Disclose
ethnicity	B	W – White or European A – Asian or Pacific Islander L – Latino or Hispanic B – Black or African American S – Something Else P – Prefer Not To Disclose
age_group	34	17 – Under 18 24 – 18-24 34 – 25-34 44 – 35-44 54 – 45-54 64 – 55-64 74 – 65-74 75 – 75 and over 0 – Prefer Not To Disclose
zip_code	98004	five-number home zip code



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Bicycle Identification

Field Name	Format Example	Description
company	XY	two-letter company identifier
bike_type	E	E – Electric-assisted bicycle S – Standard bicycle A – Adaptive bicycle C – Cargo bicycle
bike_id	xxx789	Unique identifier for the bike. Must stay consistent over time. (i.e. please provide a hashed ID that remains the same even if locks switch).
event_type	TripEnd	TripStart – beginning of trip TripActive – ping while the bike is in use at least every 30 seconds, with more pings being preferred TripEnd – the end of a trip BikeActive – “ghost ping,” or any other reporting of stationary location, to be reported at least twice daily, at 7:00 and 19:00, and any additional pings if a company collects this information BikeRemoved – any instance when a company removes a bike from the street, including for repair or decommissioning Maintenance – when a bike is still on the street but is not available to riders through the app Rebalance – when a company moves a bike from one location to another
latitude	47.608981	latitude at GPS ping
longitude	-122.3414717	longitude at GPS ping
timestamp	2018-08-20T16:05:31.000Z	timestamp at GPS ping in UTC format.

Trip Records

Field Name	Format Example	Description
trip_id	xxx456	unique identifier for the trip
rider_id	xxx123	unique identifier for the rider
bike_id	xxx789	Unique identifier for the bike. Must stay consistent over time. (i.e. please provide a hashed ID that remains the same even if locks switch).
started_at	2018-08-20T16:05:31.000Z	timestamp of the start of the trip in UTC format
completed_at	2018-08-20T16:05:31.000Z	timestamp of the completion of the trip in UTC format
start_latitude	47.608981	latitude of the trip's start location
start_longitude	-122.3414717	longitude of the trip's start location
end_latitude	47.608981	latitude of the trip's end location
end_longitude	-122.3414717	longitude of the trip's end location
distance	5280	distance traveled between trip's start and end location in feet (street network based)



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SECTION 2 – DATA TO BE SUBMITTED TO THE TRANSPORTATION DEPARTMENT

In accordance with Requirement EV-8, permitted operators shall transmit the following data points to the City of Bellevue Transportation Department. Data formatting conventions differing from those depicted here must be approved by the Transportation Department.

Bicycle Maintenance

Field Name	Format Example	Description
requestor	U	Who first identified the bicycle for maintenance: V – Vendor U – User C – City P – Property Owner T – Transit Agency O – Other
request_at	2018-08-20T16:05:31.000Z	timestamp of the maintenance request submission in UTC format
disabled_at	2018-08-20T16:05:31.000Z	timestamp of the disabling/removal from revenue service of the bicycle in UTC format
completed_at	2018-08-20T16:05:31.000Z	timestamp of the completion of the trip in UTC format
issue_code	1, 2, 16, 19	Maintenance records should use the following codes/descriptors for reported and repaired issues. Note that all relevant issue codes should be recorded. For instance, if a bike has problems with both the seat and the frame, both “Seat” and “Frame/Fork” should be listed. If graffiti is scrawled on the frame and on a solar panel, then four codes (“Frame/Fork,” “Seat,” “Vandalism,” and “Cosmetic”) should be listed. 1 – Frame/Fork – Includes all parts of the bicycle frame as well as the front fork 2 – Seat – Includes the seat itself, its adjustment mechanism, and its connection with the bike frame 3 – Handlebars – Includes the handlebars, grips, and controls (bell, gearshift, brake, and attached cables). 4 – Gear/Chain – Includes the gear, chain, derailleur, and related mechanisms 5 – Brakes – Includes all parts of the brake assembly 6 – Lock – Includes all locking mechanisms on the bike 7 – Solar Panel – If included; includes power connections 8 – Pedals 9 – Basket – Includes basket assembly and its connection to frame. Does not include damage limited to basket-mounted signage or solar panels. 10 – Plate/Signage – Includes bike number, QR code, and other instructional signage on basket, frame, or elsewhere 11 – Fender – Both rear and front fenders 12 – Wheel/Hub – Includes wheels, hubs, spokes, tires, and connections to frame 13 – Kickstand



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		14 – Lights/Reflectors 15 – Battery – Includes broken or malfunctioning battery 16 – Vandalism – Includes any apparent act of vandalism or deliberate destruction. Also note the issues caused (or “Cosmetic” if purely cosmetic damage) 17 – Collision – Includes bikes that are being inspected, repaired, or removed from service following a reported collision 18 – Water Damage – Includes bikes retrieved from waterways or that have other water damage 19 – Cosmetic – Indicates scratches, graffiti, or other superficial damage that does not affect usability of bike. Do not use if the bike also has non-cosmetic damage. 20 – None – No problems found. Use for maintenance reports that turn out to be false alarms after an inspection is completed. Do not use if inspection is not done because bike was moved or reused; the bike must be checked before it can be reported as cleared. 21 – Other – Please specify in notes/issue code detail 22 – Routine – Regularly scheduled, proactive maintenance 23 – Recharge – E-bike battery recharging/replacement
event_type	Repaired	Repaired – all issues have been or will be fixed and the bike returned to service Decommissioned – bike will be permanently removed from revenue service No Action – no repairs done or needed; bike returned to service
notes		comments or details as needed

Parking Relocation Requests and Response

Field Name	Format Example	Description
requestor	U	Who submitted the relocation request/complaint: U – User C – City P – Property Owner T – Transit Agency O – Other
request_method	M	How the relocation request/complaint was provided to the vendor: A – Bike Share App P – Phone E – Email M – MyBellevue App N – No Parking Area Auto-Notification O – Other
request_via	D	D – Vendor contacted directly C – Vendor contacted via the City of Bellevue O – Vendor contacted via some other intermediary
request_at	2018-08-20T16:05:31.000Z	timestamp of the relocation request/complaint submission in UTC format
event_at	2018-08-20T16:05:31.000Z	timestamp of the relocation request/complaint submission in UTC format



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location_reported	X	Where the bicycle was reported to be located: S – Sidewalk R – Roadway P – Park T – Transit Zone X – Private Property N – None provided O – Other
location_found	S	Where the bicycle was found by vendor upon inspection: S – Sidewalk R – Roadway P – Park T – Transit Zone X – Private Property N – Not Present O – Other
event_type	Properly Parked and Not Moved	Improperly Parked and Moved – Bike was visually confirmed as mis-parked according to the permit and moved. Properly Parked and Moved – Bike was visually confirmed as parked according to the permit, but moved for rebalancing and / or customer service. Properly Parked and Not Moved – Bike was visually confirmed as parked according to the permit and not moved. Not Present – Bike was visually confirmed as not in the reported location or within immediate view. Moved by User – Bike was moved by a user before company response.
notes		comments or details as needed



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Collisions

Field Name	Format Example	Description
company	XY	two-letter company identifier
bike_type	E	E – Electric-assisted bicycle S – Standard bicycle A – Adaptive bicycle C – Cargo bicycle
bike_id	xxx789	Unique identifier for the bike. Must stay consistent over time. (i.e. please provide a hashed ID that remains the same even if locks switch).
reporter	U	Who submitted the relocation request/complaint: U – User C – City (Transportation) P – Police T – Transit Agency O – Other
report_at	2018-08-20T16:05:31.000Z	timestamp of when the collision was reported in UTC format
collision_at	2018-08-20T16:05:31.000Z	timestamp of when the collision occurred in UTC format
event_type	Repaired	Repaired – all issues have been or will be fixed and the bike returned to service Decommissioned – bike will be permanently removed from revenue service No Action – no repairs done or needed; bike returned to service
injury	N	Was anyone injured in the collision: Y – Yes N – No <i>If yes, provide details in “notes” (e.g. bike share user, pedestrian)</i>
police_report	Y	Was a police report filed and provided to vendor: Y – Yes N – No
police_num	x234567	alphanumeric police report number
notes		comments or details as needed



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ATTACHMENT G – COMPLIANCE ENFORCEMENT PLAN

The following identifies the actions the City of Bellevue Transportation Department will take to regulate permitted operator fleet size growth and reduction based on the severity and frequency of compliance infractions.

- For per operator active fleet size, standards and associated actions for failing to meet those standards are defined as follows:
 - An average of less than 100 active bicycles daily over a one week period (Monday through Sunday) beginning in the fifth week of service:
 - First occurrence: One warning
 - Second occurrence: Meeting with Transportation Department
 - Third occurrence: Operator permit suspended
 - An average of more than 110 percent of the allowed active fleet size limit:
 - First occurrence: One warning
 - Second occurrence: Second warning
 - Third occurrence: Operator active fleet size limit reduced by 25 percent
 - Fourth occurrence: Operator active fleet size limit reduced by another 50 percent or to 100 bicycles, whichever is greater
 - Fifth occurrence: Operator permit is suspended pending a compliance meeting with the Transportation Department
 - An average of more than 125 percent of the allowed active fleet size limit:
 - First occurrence: Operator active fleet size limit is reduced by 50 percent or to 100 bicycles, whichever is greater
 - Second occurrence: Operator permit is suspended pending a compliance meeting with the Transportation Department
- For rebalancing requirements, thresholds and associated actions for failing to meet those thresholds are defined as follows:
 - 25 percent deviation: One warning
 - 50 percent deviation: Two warnings
 - 75 percent deviation: Operator active fleet size limit reduced by 25 percent
 - After three warnings within a 4-week period, operator active fleet size limit is reduced by 25 percent at the next instance of any of the above infractions.
 - If operator active fleet size limit is reduced to below the minimum required per operator (100 bicycles – See “Fleet Size & Distribution in the Parking section), operator permit is suspended pending a compliance meeting with the Transportation Department.
- For improper parking notification response, standards and associated actions for failing to meet those standards are defined as follows:
 - Require compliance for 75 percent of cases within a one week period (Monday through Sunday).



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- Require compliance for 100 percent of cases within 48 hours of notification unless by special exception.
- If the above standards are not met:
 - First occurrence: One warning
 - Second occurrence: Second warning
 - Third occurrence: Fleet size reduced by 25 percent
 - Fourth occurrence: Fleet size reduced by another 50 percent or to 100 bicycles, whichever is greater
 - Fifth occurrence: Operator permit is suspended pending a compliance meeting with the Transportation Department
- The Bike Share Manager may modify the thresholds defining compliance at any time following system launch as deemed appropriate.

