

Bike Share Permit Requirements

Charlotte Department of Transportation

10/13/2017



CHARLOTTE.



October 13, 2017

The City of Charlotte has enacted a Bike Share Pilot Program that allows permit holders to maintain a fleet of up to 500 bicycles within Charlotte's city limits. The Pilot Program will run for one year. At the end of the Pilot Program, Charlotte Department of Transportation (CDOT) will evaluate the success of the program, and may recommend ordinance changes to City Council that would allow multiple bike share vendor operations within the city's right-of-way,

CDOT may determine additional or altered permit conditions during the Pilot Program. If CDOT or any other City department or office incurs substantial costs in 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 CDOT for such costs within 30 days.

CDOT reserves the right to terminate permits at any time and require that the entire fleet of bike share bicycles be removed from Charlotte right-of-way within 30 days, unless a different time period is determined by CDOT.

Any operator interested in applying for a permit shall submit an application to CDOT. The application must include at least these items:

1. Table outlining how applicant meets each lettered (e.g. S1, M1, etc.) [Bike Share Requirement](#);
2. Completed [Bike Share Permit](#);
3. Insurance documentation;
4. Images and description of bicycle and mobile application;
5. Size of fleet at launch, including any planned fleet expansions and proposed time periods of expansion during the pilot period;
6. Service area at launch, including any planned expansions and proposed time periods of expansion during the pilot period; and
7. Plan for educating users on proper bicycle parking.

Please submit applications to Bruce Horldt, bhorldt@charlottenc.gov

SAFETY

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

Requirement S2: Any permitted electric bicycles under this pilot program shall meet the National Highway Traffic Safety Administrations (NHTSA) definition of low-speed electric bicycles; and shall be subject to the same requirements as ordinary bicycles (described above). This means, among other requirements, that electric bicycles shall have fully operable pedals, an electric motor of less than 750 watts, and a top motor-powered speed of less than 20 miles per hour when operated by a rider weighing 170 pounds. Additionally, the City may terminate any permit issued under this pilot program if the battery or motor on an electric bicycle is determined by CDOT to be unsafe for public use.

Requirement S3: All bicycles shall meet the North Carolina General Assembly (NCGA) requirements for lights during hours of darkness, including a front light that emits white light and a rear red reflector as described in G.S. 20-129, and all other applicable requirements of state law.

Requirement S4: Every bicycle shall have a unique identifier that is clearly displayed and visible to the user on the bicycle.

MAINTENANCE & OPERATIONS

Requirement M1: All permitted operators shall continuously maintain throughout the entire term of the permit the insurance coverage and limits of liability as outlined in the [Bike Share Permit](#) at no expense to the City.

Requirement M2: Prior to the permit being issued, all permittees shall sign and record an agreement indemnifying and holding harmless the City as outlined in the [Bike Share Permit](#).

Requirement M3: All permitted operators shall have staffed operations located within the City of Charlotte for the purpose of bicycle maintenance and rebalancing efforts.

Requirement M4: All permitted operators under the pilot permit program shall provide Charlotte Department of Transportation (CDOT) with a direct contact for bicycle share Operator staff that are capable of rebalancing and relocating improperly parked bicycles.

Requirement M5: All permitted operators under the pilot permit program shall provide CDOT with five bicycle account logins for city oversight.

Requirement M6: All permitted operators shall have a 24-hour customer service phone number for customers to report safety concerns, maintenance issues, complaints, or ask questions.

Requirement M7: Any inoperable or unsafe bicycle shall be removed from the right-of-way within 24 hours of notice by any means to the operator by any individual or entity, and shall be repaired before placing the bicycle back into the City right-of-way.

Requirement M8: The City may remove bicycles from the right-of-way if it interferes with pedestrian or vehicular traffic or if the bicycle impedes or obstructs the right-of-way.

Requirement M9: The City may, in its sole discretion and without prior notice, remove bicycles from the right-of-way if an emergency arises. In such instances, the City will attempt to notify the permitted operator as soon as reasonably practicable thereafter.

Requirement M10: Permitted operators shall have a minimum bicycle fleet of 200 bicycles.

Requirement M11: Permitted operators shall have a maximum bicycle fleet of 500 bicycles. CDOT will evaluate the ability to phase-in an expanded fleet throughout the term of the pilot.

Requirement M12: All applicants to the pilot permit program shall include the fleet size in their application. Permitted operators shall notify CDOT if they plan to change their fleet size two weeks before deployment.

PARKING

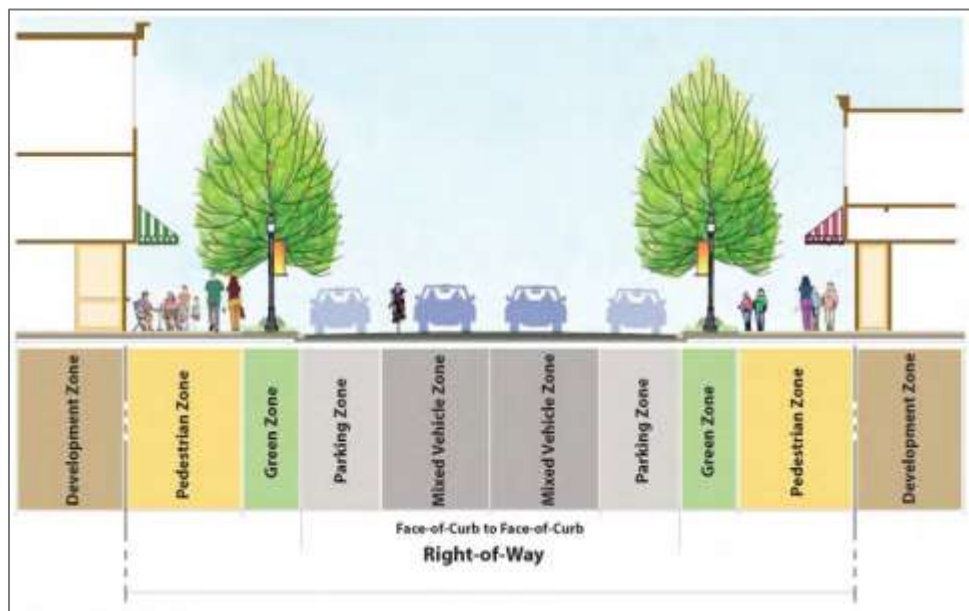
This permit is only valid for operations within the right-of-way managed by the City of Charlotte. Additional zones may be established; for example, locations within parks, publicly-accessible plazas, off-street parking lots/garages, or campuses upon consultation with appropriate governmental entities and/or landowners.

Requirement P1: The City is not legally permitted to allow private infrastructure in the right-of-way and requires donation of the infrastructure to the City before installation. For bicycle share stations that require the installation and maintenance of objects in the right-of-way, CDOT will determine in its sole discretion the location of bicycle share stations, as well as the additional permits needed.

Requirement P2: For free-floating bicycle share systems, bicycles shall be parked in the pedestrian zone of the sidewalk, the green zone (i.e. the planting strip if not landscaped) or at a City-owned bicycle rack. Bicycle share operators shall inform customers on how to park a bicycle properly. For more information on bicycle parking zones, please reference Requirement P5.

Requirement P3: Bicycles shall only be parked on hard surfaces within the pedestrian zone and shall be upright when parked.

Requirement P4: In no case shall the placement of bicycles reduce the width of pedestrian zone to less than six feet. In the Congested Business District (as defined in [Sec. 6-431](#) of Charlotte's City Code), and within ¼ mile of any rail transit station, this pedestrian clear zone requirement shall be eight feet.



Requirement P5: Restrictions to eligible bicycle parking zones:

1. Bicycles shall not be parked in any vehicular travel lane or bicycle lane.
2. Bicycles shall not be parked at the corner curb sight radius area of sidewalks and shall not conflict with the required intersection sight triangle distance (as defined in Sec. 12.109 of Charlotte's City Code).
3. Bicycles shall not be parked on blocks where the pedestrian zone is less than six feet wide, or in any place where there is no planting strip/amenity zone directly adjacent to the parked bicycle.
4. Bicycles shall not be parked on blocks without sidewalks.
5. Bicycles shall not be parked in the pedestrian zone adjacent to or within:
 - a. Parklets or sidewalk dining;
 - b. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
 - c. Loading zones;
 - d. Accessible parking zones and associated loading zones;
 - e. Street furniture that requires pedestrian access (for example - benches, parking pay stations, bus shelters, transit information signs, etc.);
 - f. Curb ramps;
 - g. Entryways, exits and must maintain a 10 foot clearance;
 - h. Greenways, shared use paths, multiuse trails, rail trails; and
 - i. Driveways.
6. The City reserves the right to determine certain areas where free-floating bicycle share parking is prohibited.

Requirement P6: CDOT may create defined parking zones within certain areas where bicycles shall be parked.

Requirement P7: Any bicycle that is parked incorrectly shall be promptly re-parked in a correct manner or removed by the operator based on these times:

- 7am to 7pm seven days a week, not including holidays - within two hours of receiving notice,
- All other times – within 12 hours of receiving notice.

Requirement P8: A permitted operator shall remove any free-floating bicycle that is parked in one location for more than seven consecutive days upon notice. If the bicycle is not removed by the permitted operator, the City of Charlotte may remove the bicycle and take it to a City facility for storage at the expense of the permitted operator.

DATA SHARING

Requirement D1: All permitted operators shall distribute and collect a customer survey, to be provided by CDOT, to all users prior to the end of the Pilot Program.

Requirement D2: All permitted operators under the Pilot Program shall maintain a record of maintenance activities, including but not limited to bicycle identification number and maintenance performed for the entirety of the pilot program. These records shall be made available to CDOT, upon request.

Requirement D3: All permitted operators shall provide CDOT with the following data on a monthly basis:

- Number of bikes in circulation;
- Daily, weekly and monthly active riders;
- Aggregated breakdown of customers by gender and age monthly;
- Bike usage, including total biked miles (daily/monthly/quarterly/annually);
- Number and duration of rides / rider / day as well as rides / bike / day;
- Monthly summary of bike distribution and GPS-based natural movement; and
- Customer comments/complaints and resolution, theft/vandalism, and average repair times.

Requirement D4: All permitted operators shall provide CDOT with anonymized real-time data (information that is delivered immediately after collection) on the entire Charlotte fleet, upon request.

Requirement D5: All permitted operator shall provide the following anonymized data for each trip record to inform and support safe and effective management of the bicycle share system, and for transportation planning efforts. Data will be submitted to a third-party researcher, designated by CDOT.

1. Rider profile:
 - a. Gender - reported by male, female, and other.
 - b. Age - reported based on the following age groups: 5-17, 18-24, 25-34, 35-44, 45-54, 55-64, 65 and over.

2. For each trip taken:

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

3. For bicycle availability:

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

BIKE SHARE PERMIT

THIS PERMIT is issued this ____ day of _____, 2017, by the City of Charlotte, North Carolina, (hereinafter "City"), to _____ (hereinafter "Operator").

Pursuant to the Charlotte City Code, and subject to the terms and conditions set forth herein, this Bike Share Permit allows the Operator to operate within Right-of-Way controlled by the City of Charlotte. This Permit does not, however, constitute a permit for any particular installation, maintenance, repair, or removal of a bike share station.

1. Definitions.

"Bike Share" means a transportation program that allows users to rent bicycles within a city for point-to-point trips.

"Bike Share Fleet" means a specially designed, sturdy and durable group of bikes that operate together under the same ownership.

"Stationless Bike Share" means users can pick up a bicycle anywhere within a system's service area, ride it from point-to-point, and park it wherever they arrive, within the system's service area.

"Bike Share Station" means users can pick up a bicycle at any self-serve bike-station owned by the City of Charlotte, ride it from point-to-point, and return it to any other bike station located within the system's service area.

"Designated Bike Share Parking Area" means users must park bicycles in a designated area as defined by the City of Charlotte.

"Bike Share Facility" refers to a bike share fleet, bike share station owned by the City of Charlotte, and/or designated bike share parking area maintained by an Operator.

"Right-of-Way" is defined by applicable City Code and state law, but generally refers to the area on, below, and above an existing or proposed public roadway, highway, street, bicycle lane or sidewalk, planting strip, and associated adjacent land, in which the City has a property interest, whether by easement or fee and regardless of how acquired or established, for public travel and utility purposes. For purposes of this Permit, "Right-of-Way" shall not include property held or acquired primarily for the purpose of the movement of public transit vehicles, including railroad right-of-way.

2. **Term.** This Permit shall expire on day November 1, 2018.
3. **Filing of Information.** Operator shall file with the City, and keep current, the following information:
 - a. The name, address, telephone number, fax number and e-mail address of a local representative(s). A local representative shall be available during normal business hours.
 - b. Information regarding how to contact the Operator in an emergency.
 - c. Name, address, telephone number, fax number, and e-mail address of all contractors authorized to work on Operator's behalf. The Operator shall be liable to the City for any and all work performed on the Operator's behalf in connection with this permit.
 - d. Operator shall file changes or additions to the above required information within fifteen (15) business days following the date on which Operator has knowledge of any changes or additions. Notwithstanding the foregoing, emergency contact information and information regarding authorized contractors shall be kept current at all times.
 - e. Operators shall prepare and maintain maps of Bike Share Stations and/or Designated Bike Share Parking Area located within the City limits. Upon request, Operator shall allow the City to review such maps.
4. **Removal and Relocation.** If at any time the City shall require the removal of or changes in the location of any of Operator's' Bike Share Station, Designated Bike Share Parking Area and/or Bike Share Fleet located in the Right-of-Way, Operator shall promptly remove or alter such facilities, in order to conform to the City's requirement, without any cost to the City.
5. **Abandoned Facilities.** A bike share facility that is not used and maintained by Operator shall be deemed to be abandoned after reasonable notice by the City. Upon abandoning a facility, Operator shall either remove the Bike Share Station, Designated Bike Share Parking Area and/or Bike Share Fleet or ask the City for permission to leave the abandoned bike share facility in place. If the City refuses to allow an abandoned bike share facility to be left in place, Operator shall remove the

bike share facility as prescribed by the City. The City, its officers, employees, agents, servants, and contractors shall not be liable to Operator for damage to or removal or destruction of an abandoned bike share facility.

6. **Indemnification.** To the fullest extent permitted by law, the Operator shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary right with respect to the Services or any products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Operator or its subcontractors in connection with this Contract; (iii) arising from the Operator's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Operator or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Operator or an employee or subcontractor of the Operator is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Operator); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Operator shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Operator is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, the Operator shall promptly refund to the City all amounts paid under this Contract.

This Section shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

7. **INSURANCE.** The Operator shall obtain and maintain during the life of this Contract, with an insurance Company rated not less than "A" by A.M. Best, authorized to do business in the State of North Carolina, acceptable to the Charlotte-Mecklenburg, Risk Management Division the following insurance:

- a) Automobile Liability - Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.
- b) Commercial General Liability - Bodily injury and property damage liability as shall protect the Operator and any subcontractor performing Services under this Contract, from claims of bodily injury or property damage which arise from performance of this Contract, whether such operations are performed by the Operator, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$2,000,000 bodily injury each occurrence/aggregate and \$2,000,000 property damage each occurrence/aggregate, or \$2,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal and advertising injury, and contractual liability, assumed under the indemnity provision of this Contract.
- c) Workers' Compensation and Employers Liability - meeting the statutory requirements of the State of North Carolina, \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.

The Operator shall not commence any Services in connection with this Contract until it has obtained all of the foregoing types of insurance and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence Services on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

OTHER INSURANCE REQUIREMENTS.

- d) The City shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Operator and/or subcontractor providing such insurance.
 - e) The City of Charlotte shall be named as an additional insured for operations or services rendered under the general liability coverage. The Operator's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Operator's operations under this agreement.
 - f) Certificates of such insurance will be furnished to the City and shall contain the provision that the City be given thirty (30) days' written notice of any intent to amend coverage reductions or material changes or terminate by either the insured or the insuring Company.
 - g) Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City.
 - h) If any part of the Services under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve the Operator from meeting all insurance requirements or otherwise being responsible for the subcontractor.
8. **Permit Subject to Exercise of Police Powers.** All right and privileges granted herein are subject to the police powers of the City and its right to make laws and regulations.
9. **Non-Assignability.** This Permit may not be transferred or assigned.
10. **Adherence to Bike Share Permit Requirements.** The Operator shall abide by all terms as outlined in the City's [Bikes Share Permit Requirements](#).

11. **Permit Subject to Additional or Altered Conditions.** The City may determine additional or altered permit conditions during the Pilot Program. Further, the City reserves the right to terminate permits at any time and require that the entire fleet of bike share bicycles be removed from Charlotte right-of-way within 30 days, unless a different time period is determined by CDOT.
12. **Agreement with and Acceptance of Terms.** By accepting this Permit and exercising the right granted herein, the Operator agrees to and is hereby bound by the terms of the Permit.

CITY OF CHARLOTTE, NORTH CAROLINA

BY:

Director of the Charlotte Department of Transportation

ACCEPTED:*

Signature _____

Name: _____

Title: _____

Date: _____

*** This Permit is not valid until accepted in writing by the permit applicant and the City.**