Bikeshare Permit Program

Application Process for Operators – Version 1.2

Contents

BIKESHARE PERMIT PROGRAM

Initially adopted by council on May 6, 2019, this updated version of the Bikeshare **Permit** Program - Application Process for Operators dated February 22, 2021, restricts **Power Bicycles** to a single permit. Amendments that create an exclusive permit for **Power Bicycles** are marked in a blue border, as seen here.

This version includes the first amendment, dated September 18, 2019, that added **Electric Moped** as a permitted **Bikeshare Device**. **E-Moped** amendments are marked with a red border, as seen here.

This **Permit** program intends to regulate free-floating, shared mobility **Fleets** for small **Bikeshare Devices** operating within the City of Kelowna. Currently, the **Permit** defines **Cycle**, **Electric cycle** and **Electric Scooter** as **Bikeshare Device** types. The **City** will allow **Permit Holders**, to access the street network, parks and pathways through a **Permit** to operate within the lands of the City of Kelowna while adhering to all applicable Provincial and Federal regulations. **Bikeshare** was first tested through the Kelowna **Bikeshare** Pilot in 2018. The **City** is currently working to deliver on the recommendations from the *Kelowna On The Move Pedestrian and Bicycle Master Plan* which recommends that staff "research and develop a strategy to demonstrate which programs would be most effective in achieving behavioural change to grow the share of residents selecting active modes of transportation." Through the pilot, staff have discovered **Bikeshare** can act as an extension of the public transportation system and add new mobility options for residents and visitors to our **City**.

The City of Kelowna intends to **Permit Bikeshare** operators, with the appropriate approvals, to explore new ways of providing flexible, affordable, and accessible mobility options. These new options can help achieve the **City**'s stated mobility goals in the *Kelowna On The Move Pedestrian and Bicycle Master Plan* as well as the forthcoming *Transportation Master Plan*.

Transportation Master Plan Vision
"Kelowna will be a city with vibrant urban centres where people and places are conveniently connected by diverse transportation options that help us transition from our car-centric culture."

From the City of Kelowna's Transportation Master Plan vision, bikeshare should aim to achieve the best quality service, delivering that service to the highest number of people and managing negative externalities like disorder within the public realm and across our right of ways. By building a **Permit** program to regulate Bikeshare, we will be able to maximize investment and competition from firms delivering small **Bikeshare Devices** in shared **Fleets** in Kelowna.

The City of Kelowna should look to regulate bikeshare so that it delivers on the following objectives:

- Delivers the opportunity for more residents not to drive by building an interconnected network of transportation options.

- Ensure public benefit by removing the pressure to move more cars on our road network, therefore, minimizing the requirements for new transportation infrastructure investment associated with the growth in travel demand.

- Encourage people to walk, cycle and take public transit more often, by additional options that improve the utility of other sustainable travel modes.

- Lower the cost of living by giving residents the opportunity to build a robust set of options around how they move, enabling some to avoid the cost of car ownership.

- Build on a culture of active living in the community.

A.   Components of Bikeshare Permit Program

This Bikeshare **Permit** Program document has three sections:

1. ***Permit*** *Overview;*
2. *Application Process;*
3. *Dockless Bikeshare Requirements and **Permit** Conditions;*
4. *Appendix*
    a. *Data Tables;*

The **Applicant** must review, understand and agree to each of these components as they all relate to the **Permit** application and operation of **Bikeshare** in Kelowna.

II.   Permit Overview

A.   **Expected Benefits**

Bikeshare is expected to potentially generate the following **City-**wide benefits including:

Solving Public Transit's Last Mile Problem
The first or last part of the trip between the bus stop and a **Customer's** final destination is one of the main challenges that stop residents from regularly using transit. **Bikeshare** can help connect residents to higher order transit services and make transit the first choice.

Better Evidence-Based Decision Making
Data sharing requirements give staff access to anonymized travel pattern of **Customers.** Bikeshare data helps the City of Kelowna make better decisions in prioritizing infrastructure and understanding where people are travelling.

Reducing Greenhouse Gas (GHG) Emissions:
A **Bikeshare** system will provide additional transportation options to Kelowna residents that will help to reduce auto dependency for certain residents in our community. In Kelowna, 28% of all bikeshare trips would have been made by automobile.[1] **Bikeshare** is supportive of Kelowna's GHG reduction goals as described within the draft Community Climate Action Plan.

Supporting Active Transportation:
The creation of additional cycling infrastructure and programs aligns with the *Kelowna On The Move Pedestrian and Bicycle Master Plan*. A **Bikeshare** system will support Council's objective that "by 2036, 25% of all trips less than 5km in length are made by walking and cycling".

Improving Road Safety:
In cities with **Bikeshare**, there is a decrease in injury rates, concerning both general injury and head injury compared to numbers from control cities without a **Bikeshare** system.[2] **Bikeshare** collision and injury rates are lower than previously calculated rates for personal **Cycles**.

Improving Transportation Choice and Cost of Living
Bikeshare programs are typically affordable and low cost to use. The availability of **Cycles** for point to point rental improves transportation choice for Kelowna residents and visitors.

Reduction in Car Use and Congestion

There have been measurable reductions in automobile congestion following the introduction of **Bikeshare** programs.[3]

Supporting the Tourism Economy
Bikeshare systems are attractive for tourists and visitors to Kelowna who want to experience the city without the cost and inconvenience of driving and parking. A **Bikeshare** program is a valuable addition that would improve the experience of many visitors and enable tourists to visit businesses and attractions beyond a comfortable walk.

The term for a Bikeshare **Permit** will be 1-year. The **City** will evaluate the permitting process and assess if **Bikeshare** is meeting the **City**'s expectations for safety, reliability, availability and public acceptance. The **City** is seeking **Applicants** who have previous experience designing, building, operating, maintaining, managing and marketing **Bikeshare** systems in other jurisdictions to apply for a **Permit**.

Permit Holders are not guaranteed a **Permit** upon re-application. While this document outlines the **Permit** requirements and conditions, the **City** may at any time adjust any of the requirements and conditions contained within this **Permit** based on public nuisance or safety concerns.

B.   Definitions

All terms bolded and capitalized within this document are defined terms in Traffic Bylaw No.8120. If terms are not defined in the Traffic Bylaw, the following apply to the Bikeshare Permit Program:

 "Applicant" means a person or corporation that completes a **Permit** application form for a **Permit** to operate within the City of Kelowna for a one-year term.

"App" means the **Permit Holder's** piece of software for a **Customer's** phone that is used to connect to the **Permit Holder's Bikeshare** system.

 "Cycle" means a device having any number of wheels that is propelled by human power and on which a person may ride.

"Bikeshare" means a system of **Bikeshare Devices**, placed in the public right-of-way in a defined **Service Area**, available for **Customers** to rent.

 "Bikeshare Device" means a personal device, under 500 kilograms, with any number of wheels on which a person may ride that is propelled by human or electric power such as, but not limited to, cycles or electric cycles.

"Broken Bikeshare Device" a **Bikeshare Device** that is no longer reasonably safe to operate on public roadways, fails to meet the standards of the **Bikeshare Device** specifications section of the **Permit** requirements or is unable to be unlocked.

"Customer" means a person or corporation that rents a **Bikeshare Device** from a **Permit Holder** for any amount of time within the lands of the **City**.

 "Electric Scooter" means a personal device with no more than three wheels that has handlebars, is designed to be stood upon by the operator, and is powered by an electric motor that is capable of propelling the device with or without human propulsion at a speed of no more than 35 kilometers per hour on a paved level surface.

"Fleet" means all the **Bikeshare Devices** available for rent covered under one **Permit** which might include a variety of **Bikeshare Device** types.

"Geo-fence" means a virtual geographic boundary, defined by The Global Positioning System (GPS), that enables software to trigger a response when a **Bikeshare Device** enters or leaves a specific location.

"Indemnified Parties" means the **City** and the **City**'s elected officials, officers, agents, employees and volunteers.

"Electric Moped" means a limited-speed motorcycle as defined in the B.C. Motor Vehicle Act Regulations (B.C. Reg. 26/58)

"Maximum Fleet Size" means the highest total number of **Bikeshare Devices** all **Permit Holder** may have in operation, excluding any **Bikeshare Devices** out of operation for maintenance or storage.

"Minimum Fleet Size" means the lowest total number of **Bikeshare Bikeshare Devices** a **Permit Holder** may have in operation, excluding any **Bikeshare Devices** out of operation for maintenance or storage.

"Permit Holder" means an **Applicant** who has been issued a **Permit** to conduct **Bikeshare** operations.

"Permit" means a **Permit** issued to allow for a **Permit Holder** to conduct **Bikeshare** operations.

"Power Bicycle" means a motor-assisted cycle as defined in the B.C. Motor Assisted Cycle Regulation (B.C. Reg. 151/2002). One **Permit** can be issued for this vehicle type with only one **Permit Holder** allowed to deliver service with **Power Bicycles** at one time.

"Rebalancing" means the redistribution of **Bikeshare Devices** to respond to **Customer** needs within the **Service Area**, address locations that have too many or too few parked **Bikeshare Devices,** removal of **Broken Bikeshare Devices**, and redistribution of **Bikeshare Devices** parked inappropriately.

 "Service Area" means the geographic area that a **Permit Holder** designates where they allow **Customers** to end a **Trip** without a penalty fee.

"Trip" means the action of a **Customer** renting a **Bikeshare Device** by unlocking ("**Trip** start"), travelling during that period "**Trip** time" and ending the rental in its final parking location ("**Trip** end").

III.   Application Process
A.   General Information

This application process for **Permit** covers **Bikeshare** operations within **the city of Kelowna**. Each **Bikeshare Applicant** interested in being permitted to operate **Bikeshare** in **Kelowna** must apply to **The City**.

The City may request additional information from **Applicants** to make an evaluation. **Applicants** will be notified of next steps within four weeks of receipt of a complete application.

The **Maximum Fleet Size** for all **Permit Holders** will be one **Bikeshare Device** for every ten residents according to the latest Canadian census. The minimum **Bikeshare Devices** in a fleet are 100 **Bikeshare Devices** for each **Permit Holder**. **Permit Holders** must reach the **Minimum Fleet Size** within four weeks of launch.

Permit Holders that deliver **Electric Mopeds** within their fleet have a **Minimum Fleet Size** of 10 **Bikeshare Devices.**

Permit Holders that deliver **Power Bicycles** must launch service within 6 months of **permit** issue**.**

Applicants must review all Federal, Provincial and **City** legislation relevant to operating in the **Permit**. Nothing in this document, including the **Permit** Requirements and **Permit** Conditions, relieves an **Applicant** from conducting their due diligence and reviewing all applicable legislation. **The City** encourages the **Permit Holder** to seek legal advice before making an application.

B.   General Application Requirements

An **Applicant** must meet the application requirements and are required to read, understand and agree to all information and requirements contained within the *Bikeshare **Permit** Program*. An **Applicant** is not guaranteed the issuance of a **Permit**, and **The City** may refuse to issue a **Permit** for any reason including and not limited to:

       1. If the **Applicant** has failed to comply with the laws of any other jurisdiction;

       2. If the **Applicant** has previously commenced **Bikeshare** operations without the proper approvals;

       3. If the **Applicant** is unable or unwilling to agree to any of the terms and conditions of the **Permit**; or

       4. If **The City** for any other reason believes the **Applicant** will be unable to provide safe, equitable and reliable service.

The **Applicant** must certify that all **Bikeshare Devices** provided meet the requirements identified in the *Bikeshare Device Specifications* section of the **Permit** requirements.

For **Power Bicycles**, the **permit** program is limited to a single **permit** for this vehicle type. Applicants for **Power Bicycles** are required to submit their applications in accordance with the intake process described below. The first intake will close on May 1st 2021. If a qualified applicant is not selected,

intakes will open on a rolling basis and continue monthly closing at the end of the month and opening on the 1st of the next month.

C.   Application Materials

Application materials must be submitted in English, by email to, *tranmgmt@kelowna.ca* in PDF format.

An application must include the following elements:

1. A completed **Permit** application form;

2. Images and description of all **Bikeshare Devices** that will be used in the fleet must include the following specification description:
   a. Overall dimensions of the **Bikeshare Devices** to be made available as part of the **Bikeshare** system with all components intact;
   b. **Bikeshare Device** weight with all components intact;
   c. The diameter of each wheel;
   d. The width of each tire;
   e. The distance between the centers of the front and rear wheels ("wheelbase");
   f. The maximum load capacity;
   g. The number of gears and gear ratios;
   h. The power source and recharge procedure for all electrical components, including lights, batteries, and location tracking unit;
   i. The location of any cargo-carrying component or area and the maximum cargo load;
   j. The proposed location of all required information the **Permit Holder** is to provide on the **Bikeshare Devices** as stated in **Bikeshare Device** specifications section of the **Permit** requirements;
   k. If the fleet includes **Power Bicycles, Electric Scooters** or other electric **Bikeshare Devices**, the motor wattage, maximum assisted speed on flat level ground, power source, operating range, and user control mechanism;
   l. Any other specifications deemed relevant; and
   m. Evidence of compliance with applicable **Bikeshare Device** attributes defined in the **Bikeshare Device**
   Specifications section of the **Permit** Requirements.

3. Operations plan, including:

   a. Describe your qualifications to operate a **Bikeshare** system including experience operating shared mobility fleets in North America
   b. Enforcement of **Customers** adhering to local laws as applicable to the **Bikeshare Device**;
   c. Initial **Service Area** map;
   d. Images of the **App** interface;
   e. Maintenance plan;
   f. Recharging plan (if applicable)
   g. Staffing plan.

      I.   Describe the staffing plan including hired staff and contractors, for operation and maintenance of your **Bikeshare** system.

      II.   Describe how your hiring plan will comply with local laws and best practices regarding equal opportunity and fair wages.

      III.   Will you provide skills training for potential staff and contractors?

4. Parking and relocation plan that describes how the **Applicant** will:

a. Ensure staff and users park **Bikeshare Devices** legally;
b. Employ **Geo-fence** capabilities;
c. Detect and re-park improperly parked **Bikeshare Devices** and meet response-time requirements as defined in the **Permit** Requirements; and
d. Encourage **Customers** to report safety, parking, and maintenance concerns.

5. Education plan that describes how the **Applicant** will ensure **Customers** are aware of:

a. Proper riding behaviour on streets and pathways;
b. The rules for where to park **Bikeshare Devices** safely and correctly; and
c. Helmet laws.
D. Ensure **Customers** have a valid driver's license if required by law, based on the **Bikeshare Device** type.

6. Options for low-income individuals and the diversity of payment options available.

7. Proposed payment plan outlining how the **Applicant** will provide service to those without smartphones and those without a credit card, debit card, and bank account.

8. Provide any privacy policies, user agreements and terms of service in plain text for review.

An **Applicant** who is approved for a **Permit** must submit the following additional materials and fees before the **Permit** will be issued.

1. Proof of insurance which meets the requirements set out in **Permit** conditions; and

2. The security deposit as outlined in the fee schedule below.

D.   Fee Schedule

Traffic Bylaw No.8120 establishes fees for the Bikeshare Permit Program. Fees collected will help ensure **Permit Holder's** manage right-of-way constraints and deliver effective operations throughout the **Permit** and will offset unforeseen costs incurred by **The City** during the **Permit** period.

Security deposit - 15$ per **Bikeshare Device** to a maximum of $5,000 per **Permit Holder**. The bond is due before the **City** issues a **Permit** and in advance of fleet size increases.

The security deposit fee is refundable less any deductions.

Fines for contravening of any requirements or conditions of the **Permit** will be fined at a rate of 50$ for each occurrence, per **Bikeshare Device,** if applicable.

E.   Permit Application Form

BY COMPLETING THIS APPLICATION FOR THE PERMIT PROGRAM, THE APPLICANT IS WAIVING CERTAIN LEGAL RIGHTS. PLEASE READ CAREFULLY

Release of Liability, Waiver of Claims and Assumption of Risk by Making Application to Participate in Permit program

The **Bikeshare Permit** allows for the operation of a **Bikeshare** system within Kelowna's right-of-way under specific and clearly articulated requirements and conditions. **The City** intends to monitor and evaluate the **Permit** program, making any necessary adjustments to the **Permit** to ensure a successful and well-used transportation option is delivered. **The City** offers no guarantees regarding the duration, success or viability of the **Permit** program and the **Applicant** must conduct their own due diligence regarding the potential risks and liabilities of participating in the **Permit** program. In addition, **The City** makes no guarantees as to the accuracy of any information or representations provided by **The City** in the past, now or in the future and cannot be held liable for any misrepresentations. The **Applicant** must agree to the following Release of Liability, Waiver of Claims and Assumption of Risk in order to submit an application for a **Permit**:

Assumption of Risk

THE APPLICANT IS AWARE AND UNDERSTANDS THAT PARTICIPATION IN THE PILOT INVOLVES MANY RISKS, INCLUDING BUT NOT LIMITED TO THE RISK OF PROPERTY DAMAGE, LOSS OF PROFIT, REGULATORY CHANGES IMPACTING THE ABILITY TO OPERATE AND EVEN CANCELLATION OF THE PILOT. THE APPLICANT ACKNOWLEDGES THAT PARTICIPATING IN THE PILOT IS VOLUNTARY. THE APPLICANT FREELY ACCEPTS AND FULLY ASSUMES ANY AND ALL RISKS, WHETHER CAUSED BY THE NEGLIGENCE OF THE CITY OR OTHERWISE. THIS MEANS THAT THE APPLICANT IS GIVING UP THE RIGHT TO SUE THE CITY FOR ANY REASON, INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE, IF THE APPLICANT SUFFERS ANY DAMAGE, INJURY OR LOSS BY PARTICIPATING IN THE PILOT.

1. The **Applicant** expressly waives and releases any and all claims which the **Applicant** has or may in the future have against **The City,** including its employees, officials, officers and agents (collectively, "Releasees"), on account of damages arising out of or attributable to the **Applicant's** participation in the **Permit** program, due to any cause whatsoever, including without limitation the negligence or gross negligence of **The City** or any other Releasee and any misrepresentation made by **The City** or any other Releasee. The **Applicant** agrees not to make or bring any such claims against **The City** or any other Releasee, and forever releases and discharges **The City** and all other Releasees from liability under such claims.

2. By applying to the participate in the **Bikeshare Permit** program, the **Applicant** acknowledges and agrees that the duration and success of the **Permit** program is not guaranteed, and **The City** may choose not to implement, maintain or complete the **Permit** for any reason whatsoever. In addition, **The City**, at **The City**'s sole discretion, may do any of the following at any time:
   a. Change the dates or the term of the **Permit**;
   b. Cancel a **Permit**;
   c. Adjust the **Maximum Fleet Size** of any **Permit Holder**;
   d. Issue changes to the **Permit** requirements including changes to any parking requirements;
   e. Changes to the **Permit** conditions; or

f. Change any fees imposed under the application process, the **Permit** requirements or the **Permit** conditions.   g. Modify any terms of the **Permit** including any information contained within this document
Initial Here:

Applicant Information	
Company Name of **Bikeshare Applicant:** (Parent Company Name if Applicable)	
Contact Name:	
Mailing Address:	
Phone Number:	
Email Address:	
Website:	
Type of Application:	
☐ New	☐ Re-application

THE **APPLICANT**, HEREBY MAKES AN APPLICATION FOR A **PERMIT** TO PARTICIPATE IN THE **PERMIT,** AND ACKNOWLEDGES HAVING READ AND UNDERSTOOD ALL OF THE TERMS OF THIS APPLICATION AND VOLUNTARILY WAIVES SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE **THE CITY** AND ANY OTHER RELEASEE.

Per:

Witness Signature   (Corporate seal or Signature of Authorized Corporate Agent)

(Print name here)   (Print name here)

Per:

 (2nd Signature of Authorized Corporate Agent if required)

(Print name here)

Tracking Information (Staff Only)	
Date Received:	Received By:

IV.   Bikeshare Permit Requirements

A.   General Requirements

Permit Holders must ensure their **Bikeshare** systems are available for rental to the public 24 hours per day, 7 days per week while operating to **Customer**s that sign up for the service. Staff acknowledge that, for power **Bikeshare Device** fleets with batteries that are not field swappable, high use in the day can lead to most or all of the fleet needing to be charged overnight. **Permit Holders** with electric **Bikeshare Device** fleets are expected to be at or above the **Minimum Fleet Size** between the hours of 7am to 9pm daily.

- **Permit Holders** are responsible for informing all **Customers** about all helmet laws if applicable based on **Bikeshare Device** type.
- **Permit Holders** must not display third party advertising, sponsorships, or sponsored content on **Bikeshare Devices** without written approval from **The City**.
- **Permit Holders** must agree to indemnify **The City** and its employees for any loss or action arising out of the **Permit** as set out in the **Permit** conditions.
- **Permit Holders** must prove and continuously maintain commercial liability insurance throughout the entire term of the **Permit** that meets the requirements set out in the **Permit** conditions.
- **Permit Holders,** who provide **Bikeshare Devices** equipped with lock-to devices in their fleet, must provide municipal staff access to unlock **Bikeshare Devices** for no charge. Less than 15 of such accesses will be required from each **Permit Holder**.
- **Permit Holders** may not transfer a **Permit** without the prior written approval from **The City**. **Permit Holders** shall promptly notify **The City** of any changes to **Permit Holder's** corporate structure or ownership. Failure to do so shall be cause for revocation of the **Permit**. For purposes of this paragraph, "transfer" shall include the sale or other exchange of 50% or more of the ownership or control of a **Permit Holder** to a third party.
- **Permit Holders** must hold **The City** harmless for any damage that may occur to its **Bikeshare Devices** from routine maintenance on the roadways, pathways, sidewalks and boulevard spaces.
- Any changes to the **Permit** will be communicated via email at the address provided at the time of application unless the **Permit Holder** provides a subsequent email address for notification.

B.   Compliance and Rights of Removal

Permit Holders must respond to pedestrian obstructions and safety concerns as soon as possible but no later than 24 hours from when they become aware of an issue. **The City** will monitor citizen feedback, review on-going **Permit Holder** data requirements, and perform field audits as necessary to ensure **Permit Holders** remain in compliance of all **Permit** conditions and **Permit** requirements.

The City may remove or re-park any **Bikeshare Devices** parked in violation of the **Permit** or other **City** Bylaws at any time. **The City** will deduct from the **Permit Holders** security deposit for any fees, resources, and staff time related to the removal of the **Bikeshare Devices**.

If the **Permit Holder** fails to comply with any conditions of the **Permit**, in addition to revocation of the **Permit**, **The City** may modify the **Permit** conditions including reducing fleet sizes and/or add additional **Permit** conditions. If the **Permit** is revoked for failure to comply with the conditions of the **Permit** or

for any other reason, the **Permit Holder** must remove its entire fleet from all **City** streets, parks and pathways within 14 days of notice, unless otherwise directed by **The City**. If this is not completed, **The City** will remove the **Permit Holder's** fleet from the **City** right-of-way and deduct the costs from the remaining security deposit.

Importantly, in the case of an emergency or immediate threat to public safety, **The City** may take any action necessary it deems necessary to remove the emergency or threat.

C.   Bikeshare Device Specifications

Permit Holders must ensure all **Bikeshare Devices** that are made available for the **Permit,** meet the following

conditions:

1. **Permit Holders** must display easily visible contact information including a toll-free phone number on each **Bikeshare Device** so that **Customers** or other members of the public can report issues or make relocation requests;

2. All **Cycles** deployed in a **Bikeshare** fleet must have the following features:

> a. Adjustable seat post;
>
> b. All-weather tires;
>
> c. Front and Rear Fenders;
>
> d. Cargo basket;
>
> e. Kickstand;
>
> f. Bell;
>
> g. Lights on the front and back;
>
> i. Each **Cycle** must have a unique identifier number that is clearly displayed and visible to the **Customer** on the **Cycle**; and
>
> j. Active location tracking component capable of providing real-time location data of the **Cycle**, even when it's not in use.

3. If **Permit Holders** have fleets that consist of **Power Bicycles** they must meet all conditions outlined above, as well as meet any additional Federal, Provincial and **City** legislation related to **Power Bicycles**.

4. If **Permit Holders** have fleets that consist of **Electric Scooters** they must meet all Federal, Provincial and **City** legislation related to **Electric Scooters** and have the following features:

> a. Kickstand;
>
> b. Bell;
>
> c. Lights on the front and back;

d. Each **Electric Scooter** must have a unique identifier number that is clearly displayed and visible to the **Customer** on the **Electric Scooter**; and

e. Active location tracking component capable of providing real-time location data of the **Electric Scooter**, even when it's not in use.

5. If permit holders have fleets that consist of **Electric Mopeds** they must meet all federal, provincial and **City** legislation related to **Electric Mopeds** and have the following features:

a. Kickstand;

b. Bell or horn;

c. All-weather tires;

d. Front and Rear Fenders;

e. Lights on the front and back;

f. A unique identifier number that is clearly displayed and visible to the **Customer**;

g. Active location tracking component capable of providing real-time location data of the **Electric Moped**, even when it's not in use; and

h. A helmet, that meets the safety standards set for **Electric Mopeds** in British Columbia, in a locked compartment on the vehicle.

The City, through the Transit and Programs Manager may, at their sole discretion, approve other **Bikeshare Devices** for inclusion in the *Bikeshare Permit Program.* As those **Bikeshare Devices** are identified any specifications for those **Bikeshare Devices** will be reviewed and potentially added to these **Bikeshare Device** specifications. **Bikeshare Devices** to be added shall weigh no more than 500 kg.

D.   User Protections

1. **Permit Holders** must employ an electronic payment system that is compliant with the Payment Card Industry Data Security Standards (PCI DSS).

2. **Permit Holders** must provide a privacy policy that safeguards **Customers'** personal, financial, and travel information and usage including, but not limited to, **Trip** origin and destination data. **Permit Holders** agree to make its policies, procedures and practices regarding data security available to the **City**, upon request, and further agrees that the **City** reserves the right to hire a third party to perform a security audit at any time through the **Permit** term, or at any time **City** determines that an audit is warranted.

3. **Permit Holders** must provide **Customers** with the opportunity to explicitly assent to any terms of service, or user agreements. Separately, **Customers** must have the ability to decline sharing any data not required to enable the **Permit Holder** to process and complete the transaction. The **Customer's** options with regard to these requirements shall be clearly stated and easily accessed by the **Customer**.

4. **Permit Holders** shall not claim any legal right in its Terms of Use, Privacy Policy, or elsewhere to institute retroactive changes to its Privacy Policy and shall provide an opportunity for the **Customer** to explicitly assent prior to any changes to its data practices, including uses of data the **Permit Holder** collected under a prior policy.

E.   Parking Requirements

The requirements and permissions set forth in the Parking Requirements section, except for those contained under the Temporary Parking Restrictions, do not apply to **Electric Mopeds**. **Electric Mopeds** are plated vehicles that are unable to be parked in the same way as other **Bikeshare Devices**. **Electric Mopeds** are only able to be parked where they are legally permitted to within the City of Kelowna. **Permit Holders** are required to pay for parking for any **Electric Mopeds** in their fleet, a **Permit** under this program does not exempt **Permit Holders** from parking fees incurred.

Permit Holders are responsible for informing **Customer**s on how to park **Bikeshare Devices** properly within their **Service Area**.

Bikeshare Devices belonging to the **Permit Holders** may be parked on **City** sidewalks, in **City** parks and adjacent pathways, subject to all Federal, Provincial and **City** Legislation and any further parking requirements set out below.

The **Permit** does not authorize the parking of **Bikeshare Devices** on property other than **City**-owned property. It is expected that **Permit Holders** will seek and maintain agreements with third parties, and other private property owners.

Permit Holders must have the ability to communicate by text or phone notification to let the **Customer** know if a **Bikeshare Device** is parked outside their **Service Area**.

Permit Holders must **Geo-fence** designated parking areas, no parking, and no riding zones, or other locations at the request of **The City**. **Permit Holders** will be responsible for marking these areas appropriately in their **App** within 1 week of notice and ensure **Customers** are informed on how to operate in these areas.

All parked **Bikeshare Devices** must remain in an upright position with its wheels in contact with the ground. All **Bikeshare Devices** which are not parked upright need to be re-parked appropriately within 24 hours of notice. A relaxation to 72 hours will be granted if the **Bikeshare Devices** are found to have been knocked down due to a weather event.

Permit Holders must ensure **Bikeshare Devices** must not be parked in a way that obstructs or interferes in the pedestrian or vehicular clearway at any time including blocking:

    a. Sidewalks,
    b. Pathways,
    c. Laneways,
    d. Doorways,
    e. Driveways,
    f. Curb ramps,
    g. Cycle ramps,

h. Bus Stops,
i. Bus Bays,
j. travel lanes, and
k. Bike lanes.

Permit Holders that require **Bikeshare Devices** to be locked to a fixed object must ensure that **Bikeshare Devices** are not to be locked to:

a. Transit shelters,
b. Patios, and
c. Trees.

Street Parking

Parking **Bikeshare Devices** on the street in the parking lane will be allowed in residential areas, wherever an automobile may be legally parked. On streets where a time restriction is in effect, **Bikeshare Devices** may only be parked in the parking lane within 5 meters of an intersection. **Bikeshare Devices** may not be parked on the street within a pay parking area.

Bikeshare Devices must not be parked in a way that impedes vehicular traffic from moving on the roadway or accessing driveways and must not be parked in any travel lanes, including bike lanes at any time.

Bikeshare Devices must not be parked in locations within or on:

a. Loading zones;
b. Accessible parking stalls;
c. Wheelchair ramps, bicycle ramps or curb ramps;
d. Bridges;
e. Center median islands;
f. Blocking access to a garage or driveway; or
g. Street furniture that requires pedestrian access (benches, pay parking station, bus shelters).

Within City-owned Park Spaces

All operators are required to mark all **City**-owned Park spaces as no parking zones. Designated parking areas may be designated by the **City** within Park spaces.

Bikeshare Devices must not be parked within Park spaces.

Designated Parking Areas

The City anticipates designating parking areas in high pedestrian traffic locations such as business improvement areas, transportation hubs or in other public spaces. The purpose of these parking areas is to provide an orderly and intuitive location to place **Bikeshare Devices** and will not necessarily require racks to lock **Bikeshare Devices** physically.

The City will determine where designated parking areas will be required. **Permit Holders** will be able to suggest locations, but **The City** will provide final assignments and timelines for installation of these

designated parking areas. **The City** will be responsible for the installation and maintenance of these designated parking areas. **Permit Holders** will be responsible for marking these areas appropriately on their **App**.

No-Riding and No-Parking Zones

No-riding and no-parking zones may be designated by **The City,** and the **Permit Holders** will be responsible for marking these areas appropriately in their **App** within 1 week of notice and ensure **Customers** are informed on how to operate in these areas. These zones could be for the long or short term.

Temporary Parking Restrictions

Upon direction of **The City** due to a weather event, emergency event, construction, parade, festivals, public gatherings, or other situations affecting the normal operation of the right-of-way, the **Permit Holder** must collect and secure all, or a portion of, the **Permit Holder**-owned or controlled **Bikeshare Devices** to a location outside of the public right-of-way or to a location that does not otherwise impede **The City**'s access and response to the situation for the duration of the event.

Permit Holders will be responsible for marking these areas appropriately on their **App** within 1 week of notice and ensure **Customers** are informed on how to operate in these areas.

T**he City** may update, add, and or change any parking requirements in response to issues that come to light during the operation of the **Permit**. Any changes will be circulated to **Permit Holders**.

F.   Operations and Maintenance

Permit Holders must:

- operate 24 hours a day, 7 days a week.
- reach the **Minimum Fleet Size** within 4 weeks of delivering the first **Bikeshare Device** associated with the **Permit**.
- have staffed operations located within **The City** for the purpose of **Bikeshare Device** maintenance, **Rebalancing**, collection, and retrieval.
- have visible language on each **Bikeshare Device**, within their **App**, and on the website, that requires **Customers** to follow all relevant laws including Federal, Provincial, and **City** legislation.
- have a 24-hour **Customer** service toll-free phone number and email that is monitored 24 hours a day, 7 days a week during their operation season, so the public can report safety concerns, complaints, or ask questions.
- provide **The City** with a direct contact for staff that are capable of **Rebalancing Bikeshare Devices**.
- **Rebalance** any **Bikeshare Devices** within 24 hours of receiving notice that a **Bikeshare Device** is parked improperly.
- immediately remotely lock down any **Bikeshare Device** that is inoperable, unresponsive or not safe to operate once notified. Once notified of an issue, the **Permit Holder** should remove the broken or inoperable **Bikeshare Device** from the public right-of-way or have the **Bikeshare Device** repaired within 1 week.

Permit Holders are required to remedy any **Bikeshare Devices** parked in violation of the **Permit** or other **City** Bylaws and must be re-parked in a correct manner or removed by the **Permit Holder** within 24 hours of being reported.

The City may remove or re-park any **Bikeshare Device** parked in violation of the **Permit** or other **City** Bylaws at any time. **The City** may deduct from the security deposit for any fees, resources, and staff time related to the removal of the **Bikeshare Devices**.

Permit Holders must take steps to inspect, repair and maintain all **Bikeshare Devices** so as to ensure public safety.

Permit Holders must operate year-round. Interruptions in service may only be permitted with approval in writing from the Transit and Programs Manager of **The City**. Service interruption permission over winter can be expected for **Bikeshare Devices** not designed for safe winter operation. Additionally, service can be curtailed for up to 72 hours at the **Permit Holder's** discretion in response to adverse weather conditions including snow storms, freezing rain and hail.

G.   Education and Encouragement

Permit Holders are responsible for informing **Customers** on how to use its services, how to operate and park its **Bikeshare Devices** legally and in compliance with any requirements set out in this document.

Permit Holders must forward periodic updates to **Customers** as per information prescribed by **The City**.

Permit Holders must create and maintain a website and/or a social media platform that clearly states the terms of service, including **Customer** instructions, privacy policies, and all rental fees and costs.

Permit Holders must give out, donate to a local organization or use in their **Bikeshare** service one helmet per **Bikeshare Device** deployed if there is a mandatory all-ages helmet law that applies to the **Bikeshare Device** type.

Permit Holders shall not give or make any representation, or otherwise hold themselves out as being agents or representatives of the **City**, or as having the right to bind the other or any of the other's assets or property, except as set out herein, without the prior written permission of the other.

Permit Holders shall not imply the **City's** ownership or operation of the **Permit Holder's Bikeshare** system without the prior written permission of the **City**.

Permit Holders are individually responsible for communicating to the public information about their **Bikeshare Devices**, infrastructure, systems, and policies.

H.   Data Sharing and Reporting

Permit Holders must comply with the following data sharing requirements:

a.   **Permit Holders** must supply a **Bikeshare Device** inventory list to **The City** complete with each unique identifier number and serial numbers before making any **Bikeshare Devices** available for rent;

b.   **Permit Holders** must publish real-time information about their systems and **Bikeshare Device** availability to the public through the General Bikeshare Feed Specification;

c. **The City** requires access to past **Trip**, **Fleet**, parking, and incident data, which must be stored by the **Permit Holder** and made accessible to **The City** at any time during the **Permit;**

d. To ensure that **Bikeshare Device** locations are known, even when on **Trip**, all **Bikeshare Devices** must have a location tracking component that is affixed to itself. This excludes phone-based location services information (i.e. Bluetooth technology);

e. The **Permit Holder** must make all data accessible to **The City** through an application program interface (API). **Fleet**, **Trip**, rider, parking, incident and maintenance data must be secured with a token or authentication that is shared with **The City**;

f. Personally-identifiable information shall not be shared with the **City** or any other entity; permittee shall ensure the privacy of its users; and

g. Data shall be available for the duration of the permitted program.

h. **Permit Holders** shall only sell data related to trips in Kelowna with prior permission from **The City**

General Bikeshare Feed Specification

All **Permit Holders** must generate a GBFS compliant, publicly available data feed. Real-time information about the system and **Bikeshare Device** availability is to be published using the General **Bikeshare** Feed Specification (GBFS) v1.0 or the most current (https://github.com/NABSA/gbfs). **Permit Holders** will need to inform **The City** of the location of the gbfs.json file on the internet. The gbfs.json file contains the necessary information to find other files related to the GBFS data. This feed must be publicly available via an https endpoint. The data table requirements for GBFS can be found in Appendix - Item 1.1. **The City** will maintain links to the full specification of these required data formats on **The City's** webpage. **Permit Holders** may use the MDS, MDS+, or other emerging data specifications to share the required data feeds for real-time availability and additional required data including **Fleet**, parking, and incident data fields with prior approval from **The City**.

Data consistency

To ensure consistency between reporting to **The City** and the GBFS data feed, **Permit Holders** must use the following data standards:

Reporting to **The City**		General Bikeshare Feed Specification
COMPANY_ID	must equal	system_id
VEHICLE_ID	must equal	bike_id

Coordinate System

Permit Holders must ensure all latitude and longitude coordinates be stored in Web Mercator Projection EPSG:4326.

Fleet Data

The **Permit Holder** must collect and make available data on the status and location of each **Bikeshare Device** that is deployed within **The City**. The data table requirements for **Fleet** data can be found in Appendix - Item 1.2.

The **Permit Holder** must generate a data record describing each **Bikeshare Devices** status and location, as reported by its tracking component at the following times:

   a. When the **Permit Holder** deploys the **Bikeshare Device**;
   b. When the **Permit Holder** remove or replace a **Bikeshare Device** from the **Fleet**; and
   c. When a **Bikeshare Device** is available for rent versus suspended.

Trip Data

The **Permit Holders** must collect and make available anonymized data on each **Trip** made. The **Trip** data must be updated weekly for **The City** to access. The data table requirements for **Trip** data can be found in Appendix - Item 1.3.

The **Permit Holder** must generate a data record that describes each **Bikeshare Device's** status and location as reported by its tracking component and if available cell phone GPS at the following times:

   a. When the **Trip** starts
   b. When the **Trip** ends
   c. And during the **Trip** at a frequency of no less than once every 6 minutes.

Parking Data

The **Permit Holder** must collect and make data available for occurrences reported and the responses to each of them. This will include parking infractions reported by **The City**, general public, **Customers** and the **Permit Holder**.

The **Permit Holder** must generate a data record that describes each parking report, the location of the **Bikeshare Device** if possible, the time it was reported, the time it was responded to, what action was required, and when was that action completed. Parking data must be updated monthly for **The City** to access. The complete data table requirements for parking data can be found in Appendix – Item 1.4.

The **Permit Holder** must submit the monthly update of parking data it collects in a calendar month, no later than the tenth day of the following month in either .xls or .csv format.

Incident Data

The **Permit Holder** must collect and make data available 24 hours after each known incident in which their **Bikeshare Devices** were involved in a collision, accident, injury or property damage. The data table requirements for Incident data can be found in Appendix – Item 1.5

The **Permit Holder** must submit a report 24 hours after every incident in either .xls or .csv format.

Data Privacy and Security

Permit Holders must ensure **Customer** data privacy. Any **Customer** data collected must not be shared with third parties without express consent from the **Customer**.

Permit Holders must provide a written justification to the **Customer**, for why they need access to each type of the **Customers** files (e.g. contacts, camera, photos, other **Apps** etc.) **Customers** must not be required to provide access to contacts, photos, files and other private data to use the provided service.

Permit Holders must provide **Customers** with clear, prominent information about what data will be accessed (e.g. location services, camera, contacts, photos etc.) and explain how the data will be used.

Customers must be provided with an opt-in option feature, where they can agree to provide to access to their contacts, camera, photos, files, other private data and third-party data sharing.

Customer Survey

Permit Holders must conduct an opt-in member survey once per year. **Permit Holders** and **The City** shall develop a set list of 3-20 survey questions to **Customers** collaboratively for each survey. The **Permit Holder** must include these questions and may include other questions, subject to approval by **The City**. Survey results, showing the response and feedback a must be shared with **The City** in a .xls or .csv format.

Optional Mobility Data Specification

Permit Holders may use the Mobility Data Specification (MDS) or the most current (https://github.com/CityOfLosAngeles/mobility-data-specification) to share additional data with the **City**.

I.   Bikeshare Permit Conditions

The **Permit Holder** must comply with all requirements and conditions contained within the *Bikeshare Permit Program* (the "program"), including all requirements set out in the application process and **Permit** requirements sections of the program, including but not limited to the following:

   a.   The **Permit Holder** must submit all fees required under the program;
   b.   must comply with any changes to the **Permit**, including the **Permit** requirements or **Permit** conditions within the period specified by **The City**;
   c.   must comply with all parking requirements specified in the program, in addition to any requirements contained in **City**, Provincial or Federal legislation;
   d.   must comply with all operation and maintenance requirements as specified in the program; and
   e.   must comply with all data sharing and reporting requirements as set out in the program.

The **Permit Holder** must obtain insurance and agrees to indemnify **The City** as follows:

   a.   **Indemnity:** The **Applicant** shall indemnify and save harmless the **City** from and against all claims, demands, loss, costs, damages, actions, suits, adjuster's fees, or other proceedings by third aprties, sustained, brought or prosecuted in any manner, based upon, or attributable to any injury or damage arising or resulting from any action or omission of the **Permit Holder**, its invitees, servants or agents, in connection with the **Permit Holder's Bikeshare** program and the use or occupation of the **Bikeshare Devices**, the designated parking areas, or any other **City** property. Further, the **Applicant** shall indemnify and save harmless the **City** from any costs, charges or

damages to which the **City** may be put or suffer by reason of any breach of the **Permit** requirements and conditions. The **Applicant** will not indemnify, defend and hold harmless the **City** or the **City's Indemnified Parties** from and against all claims resulting from or arising out of (i) the negligence or willful misconduct of **The City** or the **City's Indemnified parties** or (ii) the design, construction, maintenance of **City** infrstructure or projects permitted by **The City,** or any and all acts or ommisions related thereto.

b. **Insurance –** The **Permit Holder** shall at its own expense maintain, during the term of the **Permit,** general liability insurance of not less than $5,000,000.00, naming **The City** as an additional insured. This insurance shall not relieve **The City** from any liability for its own negligence, or that of its servants or agents except as provided herein, and shall not relieve **The City** from the obligation to maintain insurance on its own property as any owner would in the normal course of prudent business affairs. Before a **Permit** may be issued, the **Permit Holder** shall provide a certificate of insurance verifying the coverage and confirming **The City** is shown as additional insured on the policy that is effective for the term of the **Permit**.

V.   Appendix

1.   Data Tables

1.1 GBFS Data Table

The City requires that **Permit Holders** publish the following GBFS files:

gbfs.json	Auto-discovery file that links to all of the other files published by the system. This file is optional in the GBFS but required by **The City**.
system_information.json	Describes the system including System operator, System location, year implemented, URLs, contact info, time zone.
station_information.json	Mostly static list of all stations, their capacities, and locations. Note: this file may contain no information in a dockless system but is required by GBFS.
station_status.json	Number of available vehicles and docks at each station and station availability. Note: this file may contain no information in a dockless system but is required by GBFS.
free_bike_status.json	Describes vehicles that are available in non-station-based systems

1.2 **Fleet** Data Table

Field Name	Required	Type	Description	Allowed Values	Example
CREATE_DT_UTC	Yes	String	Time of record in Universal Coordinated Time (UTC)	yyyy-mm-dd hh:mm:ss AM or PM	2018-08-20 09:15:51 AM
LATITUDE_X	Yes	Number	**Bikeshare Device** latitude at time of recording to at least four decimal places	00.0000	51.0453
LONGITUDE_Y	Yes	Number	**Bikeshare Device's** latitude at time of recording to at least four decimal places	000.0000	-114.0573
EVENT_TYPE	Yes	String	Recorded status of **Bikeshare Device**: - CycleAdded: The record is generated when the company deploys a Cycle and is made available for rental -CycleRemoved: The record is generated when the company removes the Cycle -Available: Available for rent by a **Customer**. -Unavailable: Lock no longer speaking to the server, system offline or other technological challenge preventing use by a **Customer**. -Occupied: Being used by a **Customer**, **Rebalanced** by the operator	CycleAdded CycleRemoved Available Unavailable Occupied	Available

			*These four values are standard; others can be added with **The City's** approval*		
COMPANY_ID	Yes	String	Company name, assigned by **The City**, Depends on company	Company	Name
BICYCLE_ID	Yes	String	Unique identifier for the Cycle Assigned by vendor, max 30 characters		905435
VEHICLE_TYPE	Yes	String	The type of **Bikeshare Device**	**Cycle, Power Bicycle, Electric Scooter, Electric Moped**	**Cycle**
CHARGE_PERC	Yes, if electric	Number	The remaining battery charge at time of record, as a percentage	0 to 100	23

1.3 Trip Data Table

Field Name	Required	Type	Description	Allowed Values	Example
CREATE_DT_UTC	Yes	String	Time of record in Universal Coordinated Time (UTC)	yyyy-mm-dd hh:mm:ss AM or PM	2018-08-20 09:15:51 AM
LATITUDE_X	Yes	Number	**Bikeshare Device's** latitude at time of record to at least four decimal places	00.0000	51.0453
LONGITUDE_Y	Yes	Number	**Bikeshare Device's** latitude at time of record to at least four decimal places	-000.0000	-114.0573
EVENT_TYPE	Yes	String	Reported status of Cycle: - TripStart: The report is generated when the **Trip** starts - Waypoint: The report is generated at between TripStart and TripEnd - TripEnd: The report is generated when the **Trip** ends.	TripStart Waypoint TripEnd	Waypoint
COMPANY_ID	Yes	String	Company name	Depends on company	Company Name
BICYCLE_ID	Yes	String	Unique identifier for the Cycle	Assigned by company	
VEHICLE_TYPE	Yes	String	The type of **Bikeshare Device**	**Cycle, Power Bicycle, Electric Scooter, Electric Moped**	**Cycle**
TRIP_ID	Yes	String	Unique identifier for the **Trip**	Assigned by company	
USER_ID	Yes	String	Unique identifier for the User	Assigned by company	

1.4 Parking Data Table

Field Name	Required	Type	Description	Allowed Values	Example
CREATE_DT_UTC	Yes	String	Time the company receives a parking report in Universal Coordinated Time (UTC)	yyyy-mm-dd hh:mm:ss AM or PM	2018-08-20 09:15:51 AM
LATITUDE_X	No, if not provided must include location	Number	**Bikeshare Device's** latitude at time of record to at least four decimal places	00.0000	51.0453
LONGITUDE_Y	No, if not provided must include location	Number	**Bikeshare Device's** latitude at time of record to at least four decimal places	-000.0000	-114.0573
LOCATION	No, if not provided must include lat/long	String	The reported location of the Cycle, if latitude and longitude are not available		Harvey and Richter, Southeast Corner, Kelowna
COMPANY_ID	Yes	String	Company name	Depends on company	Company Name
BICYCLE_ID	Yes	String	Unique identifier for the Cycle	Assigned by company	
VEHICLE_TYPE	Yes	String	The type of **Bikeshare Device**	**Cycle, Electric Bicycle, Electric Scooter, Electric Moped**	**Cycle**
REPORTER	Yes	String	The entity that reported the Cycle	Company Public **City** Other	Public
REPORT_TYPE	Yes	String	The report allegations (multiple values permitted): - Obstruction: the Cycle is alleged to be an obstruction or hazard - Parking: the Cycle is alleged to be improperly parked but not a hazard - Other: Any other issue	Obstruction Parking Other	Obstruction, Other
RESPONSE_DT_UTC	Yes	String	Time the vendor responds to a parking report in UTC	yyyy-mm-dd hh:mm:ss AM or PM	2018-08-20 09:15:51 AM
RESPONSE_ACTION	Yes	String	Description of companies response: - Reparked: The Cycle was located, visually confirmed to be improperly parked or idle, and removed, reparked, or adjusted. - NoAction: The Cycle was located and visually confirmed to be properly parked.	Reparked NoAction Lost Irretrievable RiderMoved Reparked	Lost

| | | | - Lost: The Company confirms that the cycle is not at the reported location, and the company is unable to locate the Cycle.
- Irretrievable: Hazard or lack of legal access prevent the company from locating or removing the Cycle.
- RiderMoved: A rider rents and moves the Cycle before the company responds to the report.
-Other: Describe response | Other | |

1.5 Incident Data Table

Field Name	Required	Type	Description	Allowed Values	Example
CREATE_DT_UTC	Yes	String	Time the company receives an incident report in Universal Coordinated Time (UTC)	yyyy-mm-dd hh:mm:ss AM or PM	2018-08-20 09:15:51 AM
LOCATION	Yes	String	The reported location of the incident		
COMPANY_ID	Yes	String	Company name	Depends on company	Company Name
VEHICLE_ID	Yes	String	Unique identifier for the **Bikeshare Device**	Assigned by company	
INCIDENT_TIME	Yes	String	Time of the incident in UTC	yyyy-mm-dd hh:mm:ss AM or PM	2018-08-20 09:15:51 AM
INJURY	Yes	String	Whether any injuries are reported	Yes No	Yes
POLICE_REPORT	Yes	String	Whether a police report is filed	Yes No	No
NOTES	Yes	String	Description of the incident, including any additional information the company collected		