

City of Redmond



Agenda Study Session

**Tuesday, July 25, 2023
7:00 PM**

**City Hall: 15670 NE 85th St; Remote: Comcast Ch. 21/321, Ziplify Ch. 34,
Facebook Live, YouTube, Redmond.gov/rctvlive, or 510-335-7371**

City Council

*Mayor
Angela Birney*

*Councilmembers
Jessica Forsythe, President
Vanessa Kritzer, Vice President
Jeralee Anderson
David Carson
Steve Fields
Varisha Khan
Melissa Stuart*

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Please contact the City Clerk's office at (425) 556-2194 one week in advance of the meeting.**

AGENDA

ROLL CALL

1. Lake Washington School District 2023-2024 School Liaison Officer Program

Department: LWSD/Police, 30 minutes

[Attachment A: School Liaison Officer Program Outline](#)

[Attachment B: 2023-24 School Liaison Officer MOU](#)

2. Update to Bike and Scooter Share Pilot Program

Department: Planning and Community Development, 30 minutes

[Attachment A: Issue Matrix](#)

[Attachment B: Current Pilot Permit](#)

[Attachment C: Lime Access](#)

[Attachment D: Presentation](#)

Legislative History

7/18/23

Committee of the Whole -
Public Safety and Human
Services

referred to the City Council Study Session

3. Council Talk Time

10 minutes

[Attachment A: Hopper Form Submittal](#)

ADJOURNMENT



Memorandum

Date: 7/25/2023
Meeting of: City Council Study Session

File No. SS 23-045
Type: Study Session

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Police	Chief Darrell Lowe	425-556-2521
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DEPARTMENT STAFF:

Police	Brian Coats	Captain
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TITLE:

Lake Washington School District 2023-2024 School Liaison Officer Program

OVERVIEW STATEMENT:

The purpose of this presentation is to provide Council with an update and overview on the status of the School Resource Officer program and desire of the Lake Washington School District (LWSD) to continue having the support and commitment of the police department.

RPD is committed to further the long-standing partnership between LWSD and the Redmond Police Department. Staff from both entities have been engaging in on-going conversations about the future of the School Resource Officer program, including a reimagining and re-naming the position to School Liaison Officer.

A draft of the 2023-2024 MOU is being developed by LWSD with the final version expected in August 2023.

☐ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☒ **Receive Information** ☐ **Provide Direction** ☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
LWSD/Redmond Police Department MOU (pending)
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

The primary purpose for maintaining a strong relationship between LWSD and Redmond PD are as follows:

- Provide expertise and guidance to the district related to threats, safety & security.
- Increase understanding of each partner's operations and impacts on service and response.
- Help keep students out of the criminal justice system.
- Provide positive interactions between police officers, school staff, students, and families.
- Connect school staff, students, and families to supportive community services.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
N/A

Approved in current biennial budget: ☐ Yes ☐ No ☒ N/A

Budget Offer Number:
228 Criminal Justice

Budget Priority:
Safe and Resilient

Other budget impacts or additional costs: ☐ Yes ☐ No ☒ N/A

If yes, explain:
N/A

Funding source(s):
General Fund

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
N/A	None proposed at this time	N/A

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: LWSD School Liaison Officer Program Outline

Attachment B: 2023-2024 School Liaison Officer Draft MOU

School Liaison Officer Program (formerly School Resource Officers)

Purpose:

Lake Washington School District has a long-standing partnership with each of the law enforcement agencies that provide services within the district boundaries. The primary purposes of maintaining this strong relationship are:

- Provide expertise and guidance to the district related to threats, safety and security in the context of the district's Layered School Safety program
- Increase understanding of each partner's operations and the impacts on service and response
- Help keep students out of the criminal justice system
- Provide positive interactions between law enforcement officers, school staff, students, and families
- Connect school staff, students, and families to supportive community services

Primary duties to be performed for each school:

Each law enforcement agency will select a School Liaison Officer for each comprehensive high school feeder pattern. If additional law enforcement resources are available, the agency may assign other school-trained officers to provide additional services. The primary duties of the liaison officers will be:

- Participate in threat assessments, as needed or requested
- Provide continuous support of district efforts to manage threats of violence or harm
- Respond to 911 and other emergency calls at schools
- Conduct scheduled safety assessments of school facilities at the request of district administration
- Truancy paperwork service
- No Trespass paperwork service
- Respond to collisions that occur on campus
- Provide support for traffic and pedestrian concerns in school zones
- Collect/dispose of evidence/paraphernalia obtained during school operations
- Provide educational support, if requested by building administration
- Provide safety training for staff, students, parents and the greater community, as requested
- Comply with district policies and procedures
- Child Protective Services (CPS) investigations

Expectations of district:

The district and schools will provide the following support and resources for the School Liaison Officer program:

- Provide security access to schools and district facilities, including keys and access cards
- Provide officers with private work space in schools, when needed
- Lead effort to develop and implement a Standard Operating Procedures Manual for clarification of duties and roles

- Provide draft Memorandum of Understanding (MOU) each year for collaborative updates and renewals
- Create data dashboard for law enforcement activities
- Hold Community Connectors meetings to engage stakeholders regarding School Liaison Officer program

Expectations of law enforcement:

The law enforcement partner will provide the following support and resources for the School Liaison Officer program:

- Participate in continuous improvement of partnership
- Attend district meetings, as requested
- Participate in the development of a Standard Operating Procedures Manual
- Ensure officers assigned to school support maintain specific training related to service to youth and schools
- Collaborate with district on data collection
- Participate in Community Connectors engagement meetings

Lake Washington School District School Liaison Officer Program Memorandum of Understanding (MOU)

This Agreement is made and entered into this ____ day of _____, 2023 by the Lake Washington School District #414 (referred herein as “District”) and the City of _____ (referred to herein as “City”) for the purpose of establishing a School Liaison Officer Program Memorandum of Understanding (“MOU”) in the public school system in the City of _____. *The District and the City are collectively referred to as “the Parties.”* In consideration of the terms and conditions set forth herein, the Parties agree as follows:

ARTICLE I

- 1) The purpose of this MOU is for the City of _____ to provide contract services in the form of a School Liaison Officer Program to the District. The primary purposes of the School Liaison Officer Program are:
 - a) Provide expertise and guidance to the District related to threats, safety, and security in the context of the District’s Layered School Safety Program;
 - b) Increase understanding of each Parties’ operations and the impacts on services and response;
 - c) Help keep District students out of the criminal justice system;
 - d) Provide positive interactions between law enforcement officers, school staff, students, and families; and
 - e) Connect school staff, students, and families to supportive community services.
- 2) The School Liaison Officer Program is compliant with all requirements of RCW 28A.320.124 and amendments included in HB 1214.

ARTICLE II

- 1) Obligations of the City:
 - a) Staffing – the City shall assign one regularly employed officer per comprehensive high school’s feeder pattern within the City limits of _____. The School Liaison Officer will provide services as outlined in all district schools within the feeder pattern. The services provided are in addition to routine police services already provided by the City.
 - i) Should the City have resources that can provide additional School Liaison Officers, these additional positions may be added with agreement from the District.
 - b) Training – the City shall ensure that officers assigned as School Liaison Officers have appropriate training as outlined in the School Liaison Officer Standard Operating Procedure Manual.
 - c) Regular Hours of Duty – School Liaison Officers shall be available Monday through Friday during normal school hours of operation. This expectation does not prohibit officers from participating in emergency response or fulfilling training requirements as determined by the Chief of Police or designee.
 - d) Data Collection – the City shall collaborate with the District to collect and display data related to the School Liaison Officer Program on a public dashboard.
 - e) Participation in District meetings – the City shall attend and/or participate in regularly scheduled meetings held by the District. The purpose of these meetings is to increase collaboration between the District, the City, and the School Liaison Officer.
 - f) Complaints – should a complaint arise regarding a School Liaison Officer; the City will provide the District with prompt notice and will collaborate with the District regarding appropriate response as outlined in the School Liaison Officer Standard Operating Procedure Manual.

- 2) No Special Duty – The Parties do not intend to create any “special relationship” of “special duty” by entering into this MOU. The City expressly disclaims any guarantee as to the safety or security of the persons or property at the District’s schools and makes no representations or warranties as to such safety or security by entering into this MOU. Specifically, the Parties understand and agree that the City has no greater duty with regard to safety and security of persons or property at the District’s schools than it does with regard to the general public in providing law enforcement services throughout the City. The provisions of this MOU are for the benefit of the Parties, and do not create any rights or duties to any third Parties.

ARTICLE III

- 1) Obligations of the District:
- a) Payment – In consideration of the services provided herein, the District shall pay to the City the sum of \$_____ upon receipt of an invoice. No other consideration will be required during the term of this MOU for in-school services called for herein as part of the School Liaison Officer Program.
 - b) Access – the District shall provide access to all school and District facilities, including access cards and keys. This access shall be provided according to the District’s access control plan.
 - c) Office space – the District shall provide the School Liaison Officer with a private workspace, when needed.
 - d) MOU – the District shall provide annual updates to this MOU for review and adoption.
 - e) Data Collection – the District shall collaborate with the City to collect and display data related to the School Liaison Officer Program on a public dashboard.
 - f) Community Engagement – the District shall lead the effort to engage with the local community and other District stakeholders regarding the School Liaison Officer Program.
 - g) Complaints – should a complaint arise regarding a School Liaison Officer; the District will provide the City with prompt notice and will collaborate with the City regarding appropriate response as outlined in the School Liaison Officer Standard Operating Procedure Manual.

ARTICLE IV

- 1) Employment and Special Events
- a) The School Liaison Officer shall be an employee of the City and not an employee of the District. The City shall be responsible for the hiring, training, discipline, and dismissal of its personnel.
 - b) This MOU does not prevent the District from hiring an individual serving as a School Liaison Officer to perform duties that are not the duties set forth in this MOU, e.g., the employment of an individual who serves as School Liaison Officer to coach athletics, drive a school bus, or otherwise serve the District in a capacity other than that of a School Liaison Officer. Such employment shall be completely separate from and not controlled by this MOU. If the District chooses to employ an individual serving as a School Liaison Officer to perform duties that are not duties of the School Liaison Officer under this MOU, the individual shall at all times during such employment be solely an employee of the District and not an employee of the City. During such employment, the District shall be solely responsible for the compensation, training, discipline, and dismissal of such individual and solely responsible for the individual’s acts, errors, or omissions in performing the duties of such separate employment.
 - c) Special events, such as extra-duty assignment, site security for after-hours events, or special requests shall be executed per past practice; the District will request these specific services through the City’s Police Department extra-duty assignment coordinator. The City will bill the District for additional officers/duties as provided. The City will endeavor to assign one (1) School Liaison Officer to extra-duty events, in addition to other officers. The billing for these events shall be separate from the billing for standard School Liaison Officer charges.

ARTICLE V

- 1) Conflicts
 - a) The Parties, their agents, and employees will cooperate in good faith in fulfilling the terms of this MOU. Unforeseen difficulties in questions will be resolved by negotiations between the Superintendent/designee of the District and the Chief of Police/designee of the City. The designated representatives will meet at least annually, or as needed, to resolve potential conflicts.

ARTICLE VI

- 1) Change in Terms
 - a) Changes in the terms of this MOU may be accomplished only by formal amendment in writing approved by the City and the District.

ARTICLE VII

- 1) Termination and Term of MOU
 - a) The term of this MOU shall commence upon date of execution and continue until June 30, 2024, or until terminated. The District shall receive the School Liaison Officer Program services described in Article II for the full term of this MOU. Either party may terminate this MOU as follows:
 - i) upon sixty (60) days written notice that the other party failed to substantially perform in accordance with the terms and conditions of this MOU through no fault of the party initiating termination; or
 - ii) upon fourteen (14) days written notice in the event an emergency is declared by civic officials that impacts daily operations of the City or District.
 - b) In the event this MOU is terminated, compensation will be made to the City for all services performed to the date of termination consistent with Article V.
 - c) The District will be entitled to a prorated refund consistent with the payment contained in Article V for each day that the PLO services are not provided because of termination of this MOU. This MOU shall be effective as of September 1, 2023, even if signed after that date.

ARTICLE VIII

- 1) Notwithstanding this MOU, and in addition to the services described in this MOU, the District shall receive all normal police services.

ARTICLE IX

- 1) The Parties will collaborate on identifying and accessing funding sources for the School Liaison Officer Program that include, but are not limited to, state and federal grants.

ARTICLE X

- 1) Indemnification
 - a) The City shall indemnify and hold harmless the District and its present and former officers, directors, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any act of omission of the City, its officers, agents, and employees, or any of them, in the performance of this MOU. In the event that any such suit based upon such a claim, action,

loss, or damage is brought against the District, the City shall defend the same at its sole cost and expense; provided, that the District reserves the right to participate in such suit if any principle of government or public laws is at issue. If final judgment is rendered against the District and its present or former officers, directors, agents, and employees, or any of them, or jointly against the District and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

- b) In executing this MOU, the City does not assume liability or responsibility for or in any way release the District from any liability or responsibility which arises in whole or in part from the existence or effect of District policies, procedures, rules, or regulations. If any cause, claim suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such District policy, procedure, rule, or regulation is principally at issue, the District shall defend the same at its sole expense and if judgment is entered or damages are awarded against the District, the City or both, the District shall satisfy the same, including all chargeable costs and attorney's fees.
- c) The District shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any act or omission of the District, its officers, agents, and employees, any of them, in the performance of this MOU. In the event that any suit based on such a claim, action, loss or damage is brought against the City, the District shall defend the same at the sole costs and expense; provided that the City retains the right to participate in said suit if any principle of government law is at issue; and if final judgment be rendered against the City and the District and their respective officers, agents and employees, or any of them, the District shall satisfy the same.

ARTICLE XI

1) Closing of District Schools

- a) In the event District schools are not open and students are attending remotely due to physical or environmental factors, the District reserves the right to suspend this MOU until such time as students return to school. During the suspension of the contract, there will be no fees paid as indicated in Article V. Services may be provided on an as needed basis at an hourly rate as agreed upon by the Parties.

Wendy Kessler
Purchasing Manager
Lake Washington School District #414
(425) 936-1423

Date _____

Authorized Signer
Title
City of _____
(Phone Number)

Date _____



Memorandum

Date: 7/25/2023
Meeting of: City Council Study Session

File No. SS 23-046
Type: Study Session

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Planning and Community Development	Carol Helland	425-556-2107
Planning and Community Development	Seraphie Allen	425-556-2450

DEPARTMENT STAFF:

Planning and Community Development	Vangie Garcia	Transportation Planning and Engineering Manager
Planning and Community Development	Francesca Liburdy	Senior Transportation Planner
Planning and Community Development	Kim Keeling	Senior Program Administrator

TITLE:

Update to Bike and Scooter Share Pilot Program

OVERVIEW STATEMENT:

After launching in summer 2019, the micromobility (also known as the bike and scooter-share) pilot was paused due to winter and COVID-19. Scooter service was resumed in November 2020. The last program update was June 2021. The City and the pilot program vendor have adapted program processes in response to community input to improve program performance and community satisfaction. This update is to inform the Council of performance metrics over the life of the pilot and to receive direction as staff work to transition from the pilot to a permanent permit program to be reviewed in Q3 of 2023.

☐ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☒ **Receive Information** ☐ **Provide Direction** ☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Transportation Master Plan, Environmental Sustainability Action Plan, Long-Term Disaster Recovery Plan, Climate Emergency Declaration
- **Required:**
N/A
- **Council Request:**

N/A

- **Other Key Facts:**

N/A

OUTCOMES:

A successful micro-mobility program advances the City's goals by addressing mobility, climate, equity, and safety. The advances a viable first-last mile mode that is available for all in the City of Redmond. This supports the Transportation Master Plan strategy to improve travel choices by reducing drive-alone trips.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**

N/A

- **Outreach Methods and Results:**

Spring 2018 - Public Questionnaire

Fall 2019 - Let's Connect Questionnaire

- **Feedback Summary:**

Council initiated discussion of bike share in 2018 and decided in 2019 to allow bike and scooter share as a permitted right-of-way use during a pilot project period. Lime applied to operate scooter share and was permitted effected July 30, 2019.

Following the mid-pilot evaluation in Fall 2019, Council directed staff to return with a set of proposed program revisions that could improve scooter share through a second year of the pilot.

BUDGET IMPACT:

Total Cost:

Bike and scooter share program is provided by a private vendor via a right-of-way use permit. Staff working on this program are funded through the adopted budget.

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

Budget Offer Number:

0000034 Mobility of People and Goods

Budget Priority:

Vibrant and Connected

Other budget impacts or additional costs:

☐ Yes

☐ No

☒ N/A

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
1/14/2020	Committee of the Whole - Planning and Public Works	Receive Information
2/18/2020	Business Meeting	Receive Information
3/10/2020	Study Session	Provide Direction
6/8/2021	Committee of the Whole - Planning and Public Works	Receive Information
6/15/2021	Business Meeting	Receive Information
7/20/2021	Committee of the Whole - Public Safety and Human Services	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
9/5/2023	Business Meeting	Provide Direction

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

If the pilot program is not approved, the vendor will be required to remove all scooters within a period of time. This would impact residents and visitor's ability to move around Redmond and challenge commuters who have become accustomed to this service.

ATTACHMENTS:

Attachment A-Issue Matrix

Attachment B-Current Pilot Permit

Attachment C-Lime Access

Attachment D-Presentation

Issues Matrix

Shared Micromobility Program

July 25, 2023



Date	Councilmember	Issue	Notes & Recommendations
7/18/2023	CM Forsythe	How many scooters or bikes are on the ground at a given time?	Approximately 130 scooters are deployed daily over the life of the program. This accounts for seasonal fluctuations, including increased scooter usage during the summer months.
7/18/2023	CM Forsythe	How many injuries have occurred?	<p>We have received 9 reports of injury via Fire, 1 report of injury via Police, 0 reports of injury via Lime, and 0 reports of injury via QAlert (City Request for Service).</p> <p>We have only received injury information through these channels.</p>
7/18/2023	CM Kritzer	How many members of the public have submitted service requests?	29 different members of the public have submitted customer service requests through QAlert. We do not have the ability to track the individuals who contact Fire, Police, or Lime directly.
7/18/2023	CM Kritzer	Do we have a portal for members of the public to submit service requests? How could we advertise to the public so that they are aware they can submit service requests?	<p>The public can submit customer service requests via Report An Issue or Request For Service on the City's website. Users can also report directly to Lime through the app or via phone.</p> <p>The Redmond Scooter & Bike Share webpage includes directions and links for making a request or reporting an issue: Redmond Scooter & Bike Share Redmond, WA</p> <p>Direct communication about the program was advertised to the public at the start of the pilot program via email and initial outreach.</p>
7/18/2023	CM Kritzer	What is the feasibility of including bikeshare in the pilot program in addition to scooter	The Shared Micromobility Pilot Program contract was developed to include both bikeshare and scooter

Issues Matrix

Shared Micromobility Program

July 19, 2023



Date	Councilmember	Issue	Notes & Recommendations
		share? Would we go to bid again to include bikeshare?	share. The contract includes regulations for bikes and scooters. When the pilot started, vendors opted to use scooters only; however, Lime has recently implemented approximately 20 bikes as of July 2023.
7/18/2023	CM Fields	Who is riding the scooters? Who needs to ride them?	The program has proved to be a viable first-last mile transportation option for members of the public. Since 2019, the median trip distance of a shared scooter is 0.8 miles. The median trip length is approximately 8 minutes. Lime has an affordability program that provides discounted rides to those who qualify called Lime Access.
7/18/2023	CM Fields	What are the broader goals of this program? Are we achieving what we had hoped with the pilot?	The goals of the Shared Micromobility Pilot Program include: <ul style="list-style-type: none"> • Implementing the goals of the Transportation Master Plan (TMP) • Testing a new mobility option • Improving first-last mile mobility
6/15/2021	CM Forsythe	Previous mention of funding restriction on \$20 scooter mis-park citations, is that still the case?	<ul style="list-style-type: none"> • Lime is able to issue funds as a private vendor. When they collect funds, it would need to go back into a City program that works with Lime's business model vs directly back to the City • Proposed funds would go towards senior programming via the Senior Center.
6/15/2021	CM Forsythe	Are we still considering painting parking areas for scooters? Painted areas could help with user behavior	<ul style="list-style-type: none"> • This is on the list of next steps to consider when program is fully evaluated • City staff would need to determine list of places where scooters could be successfully parked to comply with City ordinances and codes

Issues Matrix

Shared Micromobility Program

July 19, 2023



Date	Councilmember	Issue	Notes & Recommendations
6/15/2021	CM Padhye	Glad to hear Lime has stepped up with enforcement, and that resident-driven patrols are possible. How can residents get more involved with citizen monitoring?	<ul style="list-style-type: none"> That is a great idea but would like to monitor during the summer months how people could continue to monitor scooter locations Important to find a balance between citizen reporting while minimizing administrative burdens Will consider a neighborhood-based approach
2/18/2020	CM Khan	How many helmets have been distributed during the pilot to date?	<p>Redmond Police Department: The RPD fitted and sold 19 helmets. (Note that the prime time for helmet distribution is typically March-July, which was before the pilot began.)</p> <p>Lime: Lime distributed 60 helmets in Redmond through First Ride Academies and employer outreach.</p>
2/18/2020	CM Forsythe	Why is bikeshare not being offered by the City?	<p>Per Redmond's right-of-way use permit, Lime is authorized to add bicycles and could do so in the future; the company said it would make a determination based on its business model.</p> <p>Shifts in the micromobility market are favoring scooters over bikes. In the Northwest and around the US (e.g. Bellevue), micromobility companies are ending bikeshare programs and focusing on communities that support scooter share.</p>
2/18/2020	CM Anderson	What are the budget implications of extending the pilot through the end of July 2020?	<p>Scooter share is provided by a private company (Lime); therefore, the City will not incur additional expenses by extending the pilot.</p> <p>Lime's permit application required the company to pay a fee of \$4,994.14. The total amount of the permit fee is intended to cover the City's costs for program administration and evaluation. These funds will now</p>

Issues Matrix

Shared Micromobility Program

July 19, 2023



Date	Councilmember	Issue	Notes & Recommendations
			cover a longer period of time (through July 29, rather than May 14).
2/18/2020	CM Anderson	How are other providers impacted by the extension?	One other vendor applied to operate scooter share during the pilot but opted not to initiate a permit. That company could choose to initiate a permit and begin operations at any time during the pilot. The City is notifying the company of the extension of the pilot time period.
2/18/2020	CM Anderson	How is Education Hill doing?	Although the City is not tracking usage by neighborhood, data shows scooter activity in Education Hill, especially along 166 th Ave NE, Avondale Road NE, and Redmond-Woodinville Road NE.
2/18/2020	CM Carson	How is the community using scooters - for what purposes or trip types?	<p>Lime's user questionnaire (163 responses) examined the origin and destination of each scooter trip and categorized the purpose of the two "trip ends"¹ as follows:</p> <ul style="list-style-type: none"> • <i>Work/school - 67% of trip ends (above the national average of 37%)</i> • Shopping/dining/entertainment - 52% of trip ends • Home - 49% of trip ends • <i>Transit - 13% of trip ends (above the national average of 9%)</i> • Family or friend's home/other destination - 12% of trip ends <p>7% of trip ends reflected "no particular destination"</p>

¹ Each trip is comprised of two "trip ends" - an origin and a destination. In other words, "trip ends" refers to where the trip began and where it ended. The percentage listed for each trip purpose also reflects this concept. That is, the percentage equals the origin trip end plus the destination trip end. Therefore, the total of all the percentages for all trip purposes is greater than 100%, i.e. 200%.

Issues Matrix

Shared Micromobility Program

July 19, 2023



Date	Councilmember	Issue	Notes & Recommendations
2/18/2020	CM Carson	How many incidents involving scooters have occurred in Redmond?	<p>The Redmond Police Department received 16 scooter-related calls between August and December 2019 that addressed the following:</p> <ul style="list-style-type: none"> • Problems with riders or how scooters were ridden (7), • Incidental contact² (5), and • Collisions (4) <p>During that time period, the Redmond Fire Department received 9 scooter-related calls that addressed the following:</p> <ul style="list-style-type: none"> • Motorized foot scooters in general (6), and Lime scooters specifically³ (3)
2/18/2020	CM Carson	How are scooter users being educated about how to ride safely and courteously in Redmond?	<p>As a condition of receiving a permit, the vendor (Lime) agreed:</p> <ul style="list-style-type: none"> • To educate users about the any laws applicable to riding and operating a scooter in the City of Redmond and King County, and about how to properly park and store the scooter during and after rides, and • To instruct users to comply with applicable laws. <p>Instructions must be visible to the user on the scooter and within the app. Lime's website also provides safety instructions.</p>

² "Incidental contact" is defined as time that the police department happened to interact with a Lime rider during an original contact unrelated to use of the scooter.

³ Callers mentioned Lime scooters by name.

Issues Matrix

Shared Micromobility Program

July 19, 2023



Date	Councilmember	Issue	Notes & Recommendations
			<p>In addition, Lime partners with GoRedmond⁴ to raise awareness best practices for riding scooters through employer outreach, First Ride Academies, and other educational events.</p> <p>Specific events and resources have included:</p> <ul style="list-style-type: none"> • Six blog posts featuring best practices for riding scooters in Redmond; • Two "First Ride" classes - hour-long workshops free to the public on how to ride safely and have fun on electric scooters; • FAQs about Electric Scooter Share; and Outreach at local employment sites, such as Microsoft, Facebook, Quadrant Willows Corporate Park, and Greater Redmond Transportation Management Association
2/18/2020	CM Carson	How are other providers impacted by the extension?	One other vendor applied to operate scooter share during the pilot but opted not to initiate a permit. That company could choose to initiate a permit and begin operations at any time during the pilot. The City is notifying the company of the extension of the pilot time period.

⁴ Go Redmond is a partnership between the City of Redmond, Greater Redmond Transportation Management Association, and King County Metro that works to promote a culture of walking, biking, ridesharing, and transit in the Redmond community.

Shared Micromobility Pilot Permit Contract

Vendor Information & Signatures

Applicant Information	Additional Contacts Information
Company Name: <u>Neutron Holdingas, Inc. DBA Lime</u>	If you would like additional contacts to be included on this permit application, please enter here:
Contact: <u>Alyssa Edelen</u>	Name: <u>Hayden Harvey</u>
Address: <u>4235 Colorado Ave S</u>	Email: <u>Hayden.Harvey@li.me</u>
City: <u>Seattle</u>	Name: <u>Victor Long</u>
State: <u>Wa.</u> Zip: <u>98134</u>	Email: <u>Victor.Long@li.me</u>
Phone: <u>(858)886-9485</u>	Name: <u>Karla Owunwanne</u>
Email: <u>Alyssa.Edelen@li.me</u>	Email: <u>Karla.Martinez@li.me</u>

By signing this document, Vendor agrees to comply with all requirements for the permitted operation of a bicycle and scooter share program within the City of Redmond.

Vendor	City of Redmond
Company Name: <u>Neutron Holdings, Inc. DBA Lime</u>	
By: <u><i>Alyssa Edelen</i></u> [Person Authorized to Bind Company]	By: <u>Aaron L. Bert</u> [Director of Public Works]
Its: <u>Regional General Manager</u> [Position]	
X <u>Alyssa Edelen</u> Vendor Representative	X <u><i>Aaron Bert</i></u> Director of Public Works
Name: <u>Alyssa Edelen</u>	Name: <u>Aaron Bert</u>
Title: <u>Regional General Manager</u>	Title: <u>Director, Public Works</u>
Date: <u>07/13/2023</u>	Date: <u>7/14/2023</u>

Shared Micromobility Requirements

Vendors authorized to operate bicycle and/or scooter share shall comply with the following terms and conditions. Shared micromobility is defined as a bicycle or scooter which may be both parked upon and rented upon the City of Redmond right of way. Vendor agrees to comply with all such requirements for the duration of the pilot program and this permit. The City reserves the right to change or modify the requirements governing bicycle and scooter sharing within the City and will change or modify requirements as necessary to comply with changes to State or Federal law and may choose to eliminate bicycle and/or scooter sharing within the City at the end of the contract. By signing this contract, Vendor understands and agrees to comply with all rules and regulations of the City's program as they exist or may be modified during the term of the program. This permit is to be authorized under the authority of Redmond Municipal Code 12.08.

Vendors shall only be allowed to enter into the Redmond Shared Micromobility Pilot Permit Contract if the vendor completes an application and is selected by the City of Redmond Public Works Director or designee.

A. Public Safety, Education & Access

A1. Bicycle Quality Standards

All bicycles 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 bicycle fleets shall meet the safety standards outlined in the International Organization of Standardization, [ISO 43.150 – Cycles, subsection 4210](#).

A2. Electric Bicycle Standards

Any electric bicycles used in this pilot program must be classified as a Class 1 or Class 2 electric-assisted bicycle as defined by [RCW 46.04.169](#), and shall be subject to the same requirements as ordinary bicycles described in Requirement A1. Electric-assisted bicycle shall cease to provide motorized assistance when the bicycle reaches or exceeds 15 miles per hour.

A3. Electric Scooter Standards

Any electric scooters used in this pilot program shall meet the definition of a "motorized foot scooter" per RCW 46.04 as that definition exists now or may be modified by the State. Should the definition of a "motorized foot scooter" change, only those scooters in compliance with the new definition shall be allowed to operate within the City. Further, only an electric motor is allowed to power the vehicle. The scooter shall cease to provide motorized assistance when the scooter reaches or exceeds 15 miles per hour.

A4. Lighting

All bicycles and scooters shall meet the requirements for lights during hours of darkness, described in [RCW 46.61.780](#). In addition, a rear red light is required on all bicycles and scooters.

A5. Appearance

Each Vendor is required to have a uniform visual identification for the bicycles/scooters within the Vendor's fleet by using similar color, name and logo.

A6. Advertising

There shall be no advertising on the bicycle or scooter itself beyond the identification of the Vendor during this pilot program.

A7. Bicycle or Scooter Information

All bicycles or scooters used under this permit shall have the following visible to the user on the vehicle at all times:

1. A unique alphanumeric identifier
2. Operator name and customer support contact information, including telephone and website.
3. Notification that the user shall wear a helmet
4. Notification that the user shall yield to pedestrians

In addition, further information may be required to be displayed per Washington State law.

A8. User Education

All Vendors shall have conspicuous notices on the mobile application, which may include a link to a City website, that notify users of the following before they are allowed to begin riding:

1. Bicycles/scooters must be parked appropriately, most importantly keeping at least five feet of sidewalk clear, to avoid blocking pedestrian and wheelchair access
2. There is an 8 mile per hour maximum scooter assist speed for the first two trips in the United States to help the user learn how to operate the vehicle
3. Bicycles/scooters may operate at up to 15 miles per hour electric assisted speed in roadways, bicycle lanes, and on trails
4. Bicycles/scooters shall not exceed 8 miles per hour on sidewalks and shall provide at least three feet of space when passing pedestrians or yield to pedestrians
5. Helmets are recommended for safety.
6. It is the users' responsibility to follow all applicable traffic laws.

7. It is the users' responsibility to follow respective City, County, or State trail rules.
8. It is the users' responsibility to know and follow rules for how to properly park and store the bicycle or scooter during and after rides consistent with Section C, and including the graphic in Section C.
9. Report collisions with police and to the Vendor for recording.
10. Report maintenance issues through the mobile application or by Vendor phone number on the bicycle or scooter.

A9. Education and Operational Responsibility

The Vendor agrees that the City of Redmond is not responsible for educating users regarding laws, nor is the City responsible for educating users on how to ride or operate a bicycle or scooter. It is Vendor's exclusive obligation to comply with all local, state, and federal laws pertaining to the operation of their bicycle and/or share program and to take all necessary steps to ensure their users comply with applicable local, state, and federal law. Vendor agrees to educate users regarding laws applicable to riding and operating a bicycle or scooter in the City of Redmond and King County, how to properly park and store the bicycle or scooter during and after rides, and to instruct users to comply with applicable laws.

A10. Pricing and Fees

Before the rider rents a device, the Vendor shall disclose to the rider its pricing structure, including all rates, fees, surcharges, penalties, and other costs the rider may incur by renting the device.

A11. Reduced Fares

The Vendor shall establish a reduced-fare program element. At a minimum, all persons who qualify for one or more of the following programs shall be eligible for the Vendor's reduced-fare program element:

1. the ORCA Lift reduced-fare program;
2. Washington Apple Health;
3. Washington Basic Food program;
4. Washington State Food Assistant program

A12. Non-Smartphone Rental

The vendor shall establish at least one method by which a rider who has no smartphone, bank account, or credit card can rent a device.

A13. City Access to Vendor Mobile Application

Vendor agrees to provide the City of Redmond with one free standard user account to enable the City to view what a customer views and any applicability to permit compliance.

A14. Good Working Order

Vendor shall maintain each deployed bicycle or scooter (see F4 for definition) in a good working order meaning that it has all components and they are functioning properly. See B4 regarding any bicycle or scooter that is not in good working order.

A15. Vendor Infrastructure

Vendor shall not install a fixed object infrastructure such as a station, dock, or electric charging infrastructure in right-of-way unless the Vendor has first obtained separate right-of-way use permit(s) for installing and using the fixed object. The Vendor shall consult with the Program Manager regarding the proposed fixed object before applying for the permit.

A16. Non-Permitted Removal

Redmond may take actions necessary under Redmond Municipal Code Title 12 to ensure any bicycles, scooters, or infrastructure that are not permitted are removed from right-of-way.

B. Communication and Response

B1. Public Contact

All Vendors shall provide ways for users or passersby to easily report a parking, safety, or maintenance issue, or ask questions via a telephone number and via the app on each bicycle / scooter. The reporter will reach a live person on the telephone or be able to leave a message and receive a specific response within one hour if reported between 6:00 am and 9:00 pm, otherwise by 7:00 am the following day.

B2. City Contact

The City shall have direct contact information (phone and email) to the vendor's general manager for Redmond, policy development staffperson, Redmond fleet operations manager, and data collection / reporting staffperson. The City shall be able to call and receive a response back within one hour between 6:00am to 9:00pm. For all other hours, the City shall receive a call back from a local employee by 8:00am.

B3. Parking Response Time

Any bicycle or scooter that is parked incorrectly, as defined in section C, shall be re-parked properly or removed by the Vendor as quickly as possible and no greater than the following:

- Within two hours if notice received between 6:00 am and 9:00 pm, otherwise by 7:00 am the following day.
- Bicycles or scooters that are an immediate hazard shall be moved by the Vendor as soon as possible and within a maximum of 1-hour

A bicycle or scooter that is parked incorrectly that is not removed per the time period above may be relocated or impounded by the City at Vendor's expense.

B4. Damaged Condition

Any inoperable, damaged, disabled, vandalized or unsafe bicycle or scooter shall be locked and not available for rental. It shall be removed from public access by the Vendor based on the following response times and shall be repaired before redeploying into service:

- Within four hours if received notice between 6:00am and 7:00pm and bicycle or scooter is locked, otherwise by 6:00am the following day.

A bicycle or scooter that is unlocked or potentially unlocked and could be an immediate hazard if mistakenly used shall be removed by the vendor as soon as possible or may be impounded by the City at Vendor's expense.

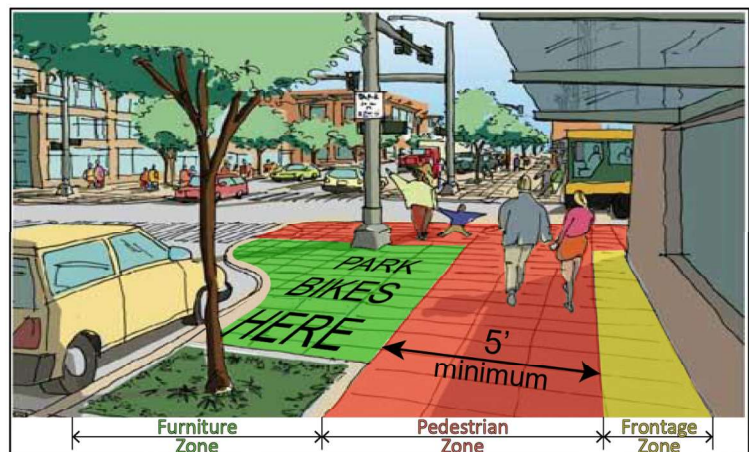
C. Parking

C1. Where to Park

The Vendor shall implement preferred parking pins and mandatory parking zones in the app that show riders where to park when they reach their destination, which would reduce the number of improperly parked vehicles and encourage good parking behavior over time. The Vendor shall send communications to riders via in-app messaging and email to inform them of the parking pin system to set riders' expectations.

Bicycles and scooters shall be parked in any of the following locations:

1. at a bicycle rack,
2. in the furniture zone (green) as shown in the graphic to the right,
3. in zones specifically marked for bicycle and/or scooter share parking via marks on the ground and/or via information in the app,
4. in areas designated as a parking area by the City under C5.



C2. Where NOT to Park

Bicycles and scooters shall not be parked:

1. in a vehicle lane, bicycle travel lane, or trail,
2. within the pedestrian clear zone of a sidewalk which is generally 6 feet clear in urban areas and 5 feet clear in residential neighborhoods (see Redmond Standard Detail DG12),
3. in sidewalk café seating areas,

4. in a manner blocking Americans with Disability Act (ADA) access such as an ADA parking stall, ramp, ADA clear path, accessible pedestrian signal (APS) buttons, or other ADA facilities,
5. blocking use of fire hydrants, fire protection systems, benches, parking pay stations, bus stops and shelters, transit information signs, crosswalks, doorways, entryways, or driveways,
6. at King County Metro-owned or Sound Transit-owned facilities, unless otherwise designated by agreement with King County Metro or Sound Transit,
7. in City of Redmond parks
8. in areas deemed to be unsafe as determined by the City of Redmond,
9. in areas designated by the City as bicycle share no-parking areas under C5
10. on any private property unless such property owner has granted the operator permission to locate bicycles or scooters upon their private property.

C3. How to Park

Bicycles and scooters are to be parked upright and stable, on paved or other hard surfaces where they will not fall over, and if they were to fall, they will not fall into the pedestrian walk zone, a traffic lane, or into private property such as a vehicle or structure so as to cause damage or inaccessibility or cause any immediate hazard.

C4. Trip End Photograph

- a. The Vendor shall require that all users take a photo of the parked device before ending a trip and implement strategies to compel users to take the required trip-end photo. The Vendor shall also provide instructions within the app that assure riders take Trip-End Photos that clearly show if a device is properly parked.
- b. This shall not be required for users that access their rental without using a smartphone.

C5. Non-Right-of-Way Parking

This permit is only valid for operations within the City right-of-way and applies to all bicycle or scooter share vehicles that may enter Redmond right-of-way. Other land within the City may have bicycle and/or scooter share controls; for example, parks, off-street parking lots/garages, or campuses. Use of non-right of way land for bicycle and/or scooter share shall require appropriate approval from the appropriate department, agency, or property owner and shall be communicated to the users through the mobile and web application. Bicycle or scooter share vehicles that are not parked on the right of way or authorized through another agreement with a public or private entity shall be removed by the vendor. If a complaint is received between the hours of 6AM and 6PM the bicycle or scooter shall be removed within 4 hours, otherwise by 9AM the next day.

Bicycle or scooter share vehicle use which is authorized by other public or private entities may circulate freely into and out of Redmond right-of-way. However, if the bicycle or scooter is parked on Redmond right-of-way without an active rental in place then the vendor is required to have an approved bicycle share permit with the City of Redmond.

C6. Creating Parking/No-Parking Areas

The City retains the right to designate, at any time, geo-fenced areas where bicycles and/or scooters shall be parked or shall not be parked; and mark bicycle and/or scooter share parking areas and charge Vendor for the time and materials in rough proportionality to the Vendor's bicycle and/or scooter share impact. The Vendor will notify the user and incentivize parking, or not parking, where designated.

C7. Parking Duration

Any bicycle or scooter that is parked in one location for more than three consecutive days without moving is to be removed or moved to a location of high use. If the vendor does not move the bicycle or scooter within the required timeframe then the City may choose to impound the bicycle or scooter at the vendors expense.

C8. Vendor Parking Patrol

If the vendor rebalances or otherwise places bicycles and or scooters in either of Redmond's urban centers (Downtown or Overlake), then Vendor shall hire personnel to walk the urban center(s) on a daily basis to relocate improperly parked scooters in the associated urban center.

C9. Event Parking

The vendor shall support event operations, as determined by the City, including providing resources necessary to remove bicycles and/or scooters from one or more areas and implementing geofences that restrict or eliminate the ability to ride and/or park bicycles and/or scooters in one or more area. The City shall define the duration of the event and provide a minimum of three days advance notice.

C10. Snow

Vendor shall turn off ability to rent bicycles and/or scooters during snow events.

C11. Irretrievable Bicycles/Scooters

If hazard or lack of legal access prevent a Vendor from responding within the times required, the Vendor shall:

1. remove the bicycle/scooter at the next reasonable opportunity.
2. bear the removal costs, including reimbursement for City costs, if the City elects to remove the bicycle/scooter; and
3. disclose the irretrievable device to the Program Manager if the Vendor cannot safely and legally remove the device.

D. Operations

D1. Geofencing

The vendor shall demonstrate the ability to geofence prior to permit issuance. Geofencing shall be used to meet permit conditions such as restricted parking areas, speed zones, etc.

D2. Initial Speed

The first two trips a user takes on any vendor system shall have maximum electric assist speed of eight miles per hour. This applies to the first two trips within the United States of America, not strictly within the City of Redmond.

D3. No Operation Areas (Parks)

Bicycles/scooters shall not be placed, parked, operated, ridden, or otherwise used in City of Redmond parks property. This may be extended to cover private properties or other public properties.

E. Quantities

E1. Maximum Quantity

A maximum of 400 bicycles and/or scooters shall be deployed between all Vendors in the Redmond bicycle and scooter pilot program, with an equal share, as determined by the City of Redmond, distributed to each Vendor. The City may redistribute the maximum quantity of bicycles and/or scooters deployed to any vendor at any time. Reasons may include a vendor is not utilizing their equal share allotment, has been penalized per F5, etc. City will inform existing Vendors a minimum seven days in advance if a new vendor will begin operation and will therefore see a reduction in the maximum allowable bicycles and/or scooters.

E2. Seasonal Reduction

From November 1 to March 1, the Director or designee may require the reduction of the number of vehicles (any vehicle allowed under Section A) in the fleet by up to 50 percent of the March 2 to October 31 average number of vehicles in the fleet.

E3. Subarea Zones

The City reserves the right to create subarea zones with minimum and maximum bicycle and/or scooter quantities to which Vendors must adhere through rebalancing as described in section E. The City will provide a minimum of 30 days notice prior to requiring compliance.

E4. Deployed Bicycle or Scooter Definition

A deployed bicycle or scooter is any bicycle or scooter that has been deployed for use in Redmond right of way and has not been removed from and/or stored outside

of Redmond right of way by the Vendor or an affiliate. A bicycle or scooter that is in transit for rebalancing into Redmond right of way is a deployed bicycle or scooter. A bicycle or scooter that cannot be unlocked, but is accessible to the public, is deployed. A bicycle or scooter parked on private property with which the vendor has an agreement to operate in is not deployed.

E5. Violation

If a Vendor violates any requirement, the City may propose, and the Vendor may accept, an alternative sanction instead of permit revocation. The alternative sanction may include a temporary, indefinite, or conditional reduction of the Vendor's maximum fleet size.

F. Rebalancing

F1. Purpose

All vendors shall rebalance bicycles and/or scooters, removing and moving bicycles and/or scooters as necessary to minimize clutter, maximize use and availability, and meet parking duration requirements.

F2. Automatic Triggers

The City requires rebalancing triggers based on measures such as bicycle and/or scooter quantity minimums and maximums (citywide or zonal), parking clutter, or public demand or need for bicycle or scooter share. The City requires that rebalancing take place more frequently outside of the Downtown Redmond neighborhood to better distribute vehicles to appropriate parking areas in the neighborhoods outside of the Downtown Redmond core.

F3. Time of Response

Any rebalancing request submitted to the Vendor by the City or by a citizen shall result in a rebalancing effort within 24 hours.

G. Performance Measures

G1. Monitoring

Vendors shall provide the City monthly reports in an Excel spreadsheet. Reports should distinguish the following data points by vehicle type, with separate data reported for bikes and scooters. Monthly data reports shall include:

1. Total number of vehicles deployed per month
2. Total number of riders per month
3. Total number of trips completed per month
4. Total miles traveled per month
5. Average riders per day
6. Average completed trips per day
7. Average trip length per month, in time (minutes) and distance (miles)

8. Kilograms (kg) of carbon dioxide (CO₂) reduced per month
9. Number of customer service issues received per month
10. Average time to resolve a customer service issue
11. Customer service issue type, including: retrieval, improper parking, user suggestion or request, and an obstruction immediately corrected by the Vendor

Data will be used to monitor the success of the program and compliance with the permit. In addition, the monthly report shall include a map of the City showing general amount of use by roadway/transportation facility.

Data provided to the City shall not include a unique user identification reference number to reduce potential for personally identifiable information regarding users and shall comply with all applicable privacy laws. The vendor shall disclose to each rider at least once the types of data it collects and what it reports to others.

Any data provided to the City shall be subject to the Public Records Act, Chapter 42.56 RCW. The City may hire a third party to audit Vendor compliance and/or to monitor data.

G2. Safety Reports:

Vendors shall submit summary reports on a monthly basis related to available crash or accident data and shall notify the City in a reasonably immediate manner when Vendor receives a report of a crash or accident resulting in a severe personal injury.

G3. Compliance Measures:

The City may choose to evaluate compliance on an as needed basis, which may include:

1. Community Service Compliance:
 - a. Number of contacts or complaints/bicycle or scooter, -/mile, -/ride
 - b. #[each] contact or complaint type/bicycle or scooter, -/mile, -/ride
 - c. #[each]condition/bicycle or scooter
 - d. Percentage of responses over maximum response time
 - e. Percentage of failures to respond
2. Community Service - Quality Control:
 - a. The City may review Vendor compliance with permit requirements.
3. Quantity Compliance:
 - a. Number of bicycles and/or scooter deployed,
 - b. Percentage over bicycles allowed in City or subarea
 - c. Percentage under bicycle minimum in City or subarea

4. Quantity – Quality Control:
 - a. The City may do spot-check counts based on daily Bicycle Quantity & Use data at the exact time of a daily snapshot.
 - b. Percent of inaccuracy (actual/reported) per a sample size.
5. Equity
 - a. The City may establish low-income geographic areas to be monitored for the availability and use of bicycles and/or scooters.
 - b. Upon pilot evaluation, the public survey will include determining access to bicycle/scooter share issues for low-income neighborhoods, users, and families.

G4. Survey

The City may require the vendor to issue one survey to users to evaluate the pilot program. In addition, the City may issue its own separate surveys to the public regarding the pilot program.

H. Permit Fees and City Reimbursement

H1. Application Fee

Vendors shall pay the bicycle and scooter share permit application fee to apply for consideration to operate under the terms of the bicycle and scooter share pilot program. This fee represents reasonable staff time and is a fixed, non-refundable fee.

H2. Evaluation and Operation Fee

Vendors shall pay the bicycle and scooter share permit evaluation and operation fee prior to launching operations. This fixed, non-refundable fee covers City costs per vendor associated with program evaluation, review, auditing, and operations such as installation of designated bicycle and/or scooter parking.

H3. Performance Bond

All permitted operators shall have a surety bond of \$10,000. The form of the bond shall be approved by the City. These funds shall be accessible to the City for future public property, maintenance, and staff costs that may be incurred, moving, storing, rebalancing, or impounding bicycles and/or scooters improperly parked. The City shall contact the vendor in advance of accessing the funds, and provide rationale, and will provide an opportunity for the vendor to comment prior to the City determining whether or not to access the funds. If a company's permit is terminated, then the bond may be utilized for any fees still owed under this section, City bicycle and scooter share response hourly rate, and any additional staff time necessary to remove, impound, and/or dispose of the bicycle or scooter share vehicles and return the public right-of-way to its original condition.

H4. Reimbursement

Any costs of addressing or abating any violations of these requirements, or any costs of repair or maintenance of public property by the City shall be billed to the Vendor per the bicycle and scooter share city crew response hourly rate. Upon presenting written notice of City costs to the Vendor, the Vendor shall reimburse the City for such costs within 30 days. Reimbursements not received within this timeframe are grounds for revocation and can be deducted from the bond.

I. Permit Administration

I1. Revocation

The City reserves the right to revoke a permit at any time per the terms of Redmond Municipal Code 12.08.065 and requires that the entire fleet of bicycles and scooters be removed from the City's streets. The decommissioning shall be completed within 30 days unless a different time period is determined by the City.

I2. Disposal

The Vendor authorizes the City to dispose of any bicycle(s) or scooter(s) impounded by the City for 70 or more calendar days and waives all claims and damages. This timeframe shall be reduced to 30 days in the event that the permit is revoked per H1. Vendor agrees that moving a bicycle or scooter to a City location is deemed notice of impoundment and is presumed by both parties to be identified at a City location by the Vendor's Global Positioning System.

I3. Liability Insurance

The Company shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Company, its agents, representatives, employees or subcontractors. Such insurance certificates and endorsements evidencing the insurance required below shall be provided to the City prior to execution of this Agreement. The cost of such insurance shall be paid by the Company. Insurance shall meet or exceed the following limits and shall be maintained for the Term and so long as Company has equipment in Redmond right of way.

a. Minimum Insurance

1. Commercial general liability insurance, written on an occurrence basis, with limits not less than:
 - a. \$2,000,000.00 for bodily injury or death and, for property damage resulting from any one accident;
 - b. \$2,000,000.00 for products and completed operations; and
 - c. \$5,000,000 general aggregate for bodily injury and property damage.

2. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$2,000,000.00 for each accident;
3. Worker's compensation (or qualified self-insurance) within statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00; and
4. Excess umbrella liability policy with limits of not less than \$5,000,000 per occurrence and in the aggregate. Company may use any combination of primary and excess to meet required total limits.

b. Other Provisions.

Commercial General Liability and the Umbrella Liability policies shall be endorsed to:

1. Include the City, its officials, employees, and volunteers as primary non-contributory additional insureds. A blanket insurance additional insured endorsement is acceptable.
2. State the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts.
3. Provide that Company's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance;
4. That Company's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the City; and
5. Company shall provide the City thirty (30) days' written notice of cancellation or nonrenewal of any required insurance that is not replaced.

c. Acceptability of Insurers

Insurance shall be placed with insurers with a rating of *A.M. Best & Company's Key Rating Guide* of A Overall and a Financial Size Category of "XI."

d. Verification of Coverage

Company shall furnish the City with certificates of insurance and a copy of the additional insured endorsement or blanket additional insured endorsement required by this Agreement. The certificates and endorsement are to be received and approved by the City before work commences.

e. Subcontractors

Company shall require subcontractors while working hereunder to provide coverage which complies with the requirements stated herein or agree to be responsible for the acts of Company subcontractors.

f. Policy Limit Escalation.

By written notice to Company, but no more than once per year, the City may elect to increase the amount or type of any insurance to account for inflation, changes in risk, or any other factor that the City reasonably determines to be in accordance with reasonably prudent risk management practices and insurance industry standards.

g. Self-Insurance.

As of the effective date of this Agreement and the use granted herein, Company is not self-insured for any coverage other than worker's compensation. Should Company wish to become self-insured for any other coverage at the levels outlined in this Agreement at a later date, Company must provide the City with thirty (30) days advanced written notice of its intent to self-insure. In order to self-insure, Company shall comply with the following: (i) Company or its parent company shall maintain throughout the term of this Agreement a net worth of at least \$250,000,000; (ii) Company shall provide the City, upon written request, a letter outlining the current equity balance of Company; (iii) Company is responsible for all payments within the self-insured retention; and (iv) Company assumes all defense and indemnity obligations as outlined in H4 of this Agreement.

14. Indemnification

Vendor, and its successors, heirs, and assigns shall forever indemnify, defend and hold the City, its officers, officials, agents and employees harmless from any and all claims, causes of action, suits, judgments, demands, losses, expenses, liens, charges and liabilities of any description (including attorney's fees and costs incurred by the City in connection therewith) brought by third parties including but not limited to for injury, sickness, actual or alleged bodily injury including death or actual or alleged damage to, loss of, or destruction of property arising, directly or indirectly, from any act or omission of the Vendor, its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable for, or any of the Vendor's users, or anyone else connected with the Vendor. To the extent necessary to fulfill this obligation, the Vendor expressly agrees that the indemnity obligations of this paragraph shall apply to claims brought against the City, its officers, agents, and employees, by employees of the Vendor, notwithstanding any immunity provisions of the worker's compensation or industrial insurance statutes of the State of Washington. The indemnity obligations of this paragraph shall survive termination or expiration of this permit for any act, error, or omission of the Vendor occurring prior to such termination or expiration. The Vendor shall be responsible to secure and provide proof of all necessary permits prior to starting any use, construction or improvements in the right-of-way as authorized by this permit. Nothing contained in this permit shall be deemed to waive the requirements of the various local, state or federal codes, regulations, resolutions, and statutes regarding Agreements, fees to be paid, or manner of construction, operation or maintenance. Vendor's, successors', heirs', and assigns' indemnification obligations under this Agreement do not apply to any liabilities, claims, causes of action, judgments, or

expenses resulting from bodily injury or property damage to the extent caused by the sole negligence of the City, its officers, employees, elected officials, agents, or subcontractors.

If a claim is made or filed against the Vendor, the City will provide notice to the Vendor of the claim in writing, and the Vendor will have sole control over and will defend, compromise, or settle the claim at its sole expense. Notwithstanding the foregoing, the Vendor may not settle any claim, suit or action without the prior written consent of the City, which shall not unreasonably be withheld.

The Vendor, successors, heirs, and assigns acknowledge that permission to use or occupy the public right-of-way is of a temporary nature and vests no permanent rights in the Vendor or the Vendor's successors, heirs, or assigns to use or occupy the public right-of-way. Consistent with section H1, upon 30-days' notice mailed to the Vendor by first-class mail or published in the City's official newspaper, the City may revoke the permission to use or occupy the public right-of-way.

I5. Severability

In case any term of this Agreement shall be held invalid, illegal, or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.

I6. City Business License

Vendor agrees to obtain and maintain an active City of Redmond, Washington business license during the entire period the Vendor operates.

I7. Revised Terms

During the Pilot Program, the City of Redmond shall not enter into any bicycle and scooter share program permit contracts, or modify any existing contract that have the effect of establishing rights or otherwise benefiting such new vendors in a manner more favorable in any material respect to the bicycle and scooter share program than the rights and benefits established in favor of the existing permit holder/s, unless, in any such case, the existing permit holders have been offered with the same such rights and benefits.

I8. Pilot Permit Duration

This micromobility pilot contract with the Vendor shall end after the City completes a solicitation for a permanent program provider and begins a permanent program or December 31, 2024, whichever is sooner. The Request for Proposal (RFP) for a permanent program will serve as a notice to the Vendor that the pilot program is ending. No Vendor is authorized to operate bicycles or scooters beyond the end of the pilot program and shall need to reapply to the City of Redmond for any future bicycle or scooter program adopted by the City. The Vendor is not part of the bicycle

and scooter share program after the pilot ends and all bicycles and scooters shall be removed within 30 days of the start of the permanent program or as otherwise directed by the Public Works Director.









2023 Bike Scooter Share Pilot Permit Contract

Final Audit Report

2023-07-14

Created:	2023-07-14
By:	Kimberly Keeling (khkeeling@redmond.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARdLEjv-3RHGJALWsonJd3IYPouq5IGfS

"2023 Bike Scooter Share Pilot Permit Contract" History

-  Document created by Kimberly Keeling (khkeeling@redmond.gov)
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-  Document emailed to Alyssa Edelen (alyssa.edelen@li.me) for signature
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-  Agreement completed.
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Ride with Lime



\$1 to unlock,
39 cents/minute



Unlock Pass for \$5.99
\$0 unlock fees on every ride



Day Pass for \$16.99
Ride for 24 hours

Our Vehicles

Our electric vehicles are helping to build a future for urban mobility that is shared, affordable, and carbon-free, resulting in more sustainable cities that put people over cars. Through unparalleled innovation, testing, hardware development, and industry-leading partners, Lime delivers a safe, smooth, and reliable ride, every ride.

How to Ride a Lime



Download
the app



Pick up
scooter



Enjoy your
ride



Park at
designated
areas



Lime Access

AFFORDABLE, AVAILABLE, ACCESSIBLE

Qualifying is simple

Apply online at www.li.me/community-impact with the following information:



Full name



Phone number (this number should be for the phone you plan to use for Lime)



Valid government-issued photo ID



Proof of enrollment in a local, state, or federally-run assistance program such as EBT card, discounted utility bill, or discounted transit fare

Once enrolled, Lime Access riders in Redmond receive 5 free 30-minute rides per day. Additional time is 50% off the standard rate.

Any questions?

Reach out at access@li.me or call 1 (888) 546-3345



Micromobility Pilot Program Update

July 25, 2023

Transportation Planning and Engineering Division



Goals of the Pilot Program

.....



- Improve Travel Choices and Mobility, a *2013 Transportation Master Plan* strategy
- Expansion of scooter and bike share programs in Puget Sound
- Test new mobility option
- Improve “first/last mile” mobility

Scooter Share Pilot Program

Statistics 2019 to May 2023

.....

Average Daily Scooters Deployed	134
Average Daily Trips	163
Average Daily Trip Distance (miles)	0.8
Average Daily Vehicle Miles Traveled (miles)	184
Total Scooters Deployed	154,598
Total Completed Trips	187,748
Total Distance or Vehicle Miles Traveled (miles)	221,608
Total Number of Riders	119,624
Total Number of Customer Service Requests	208



Customer Service Requests

Retrieval • Improper Parking • Obstruction • Safety Concern • User Suggestion



Directly reported to	# of requests
Lime	82
Qalert (city request for service)	76*
Police	17
Fire	9+
<i>Total customer service requests</i>	208

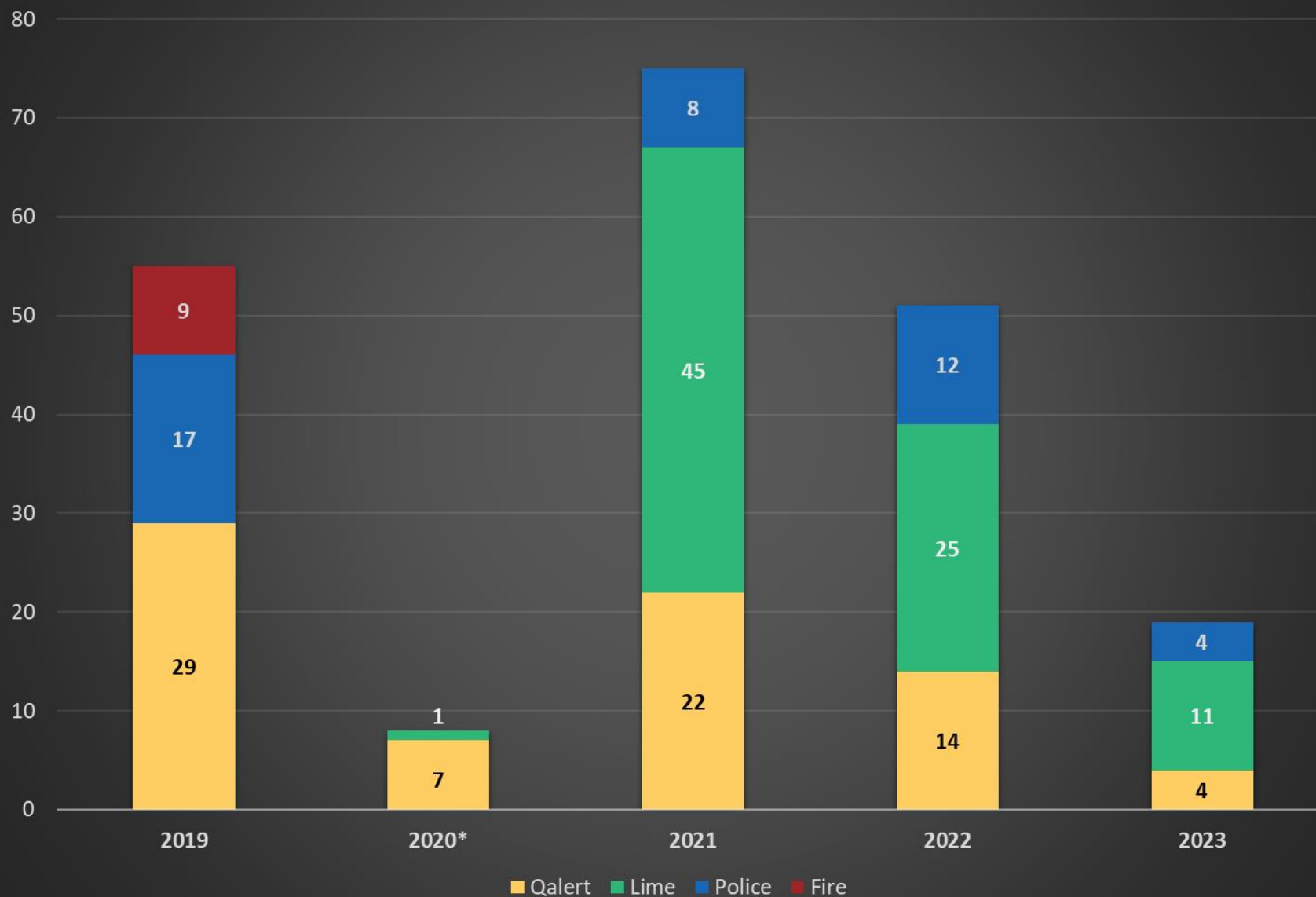
For every 900 completed rides, there has been 1 customer service request for the life of the pilot.

* 45 of the 76 QAlert requests were from one person. The City worked with Lime and the individual. This resulted in creating a direct access method for this person to report issues.

+ Fire tracked customer service requests between August 3, 2019 and November 15, 2019. Fire stopped tracking after this time period.



Customer Service Requests Received



The City and Lime worked on operational changes that helped address concerns of usage and parking.

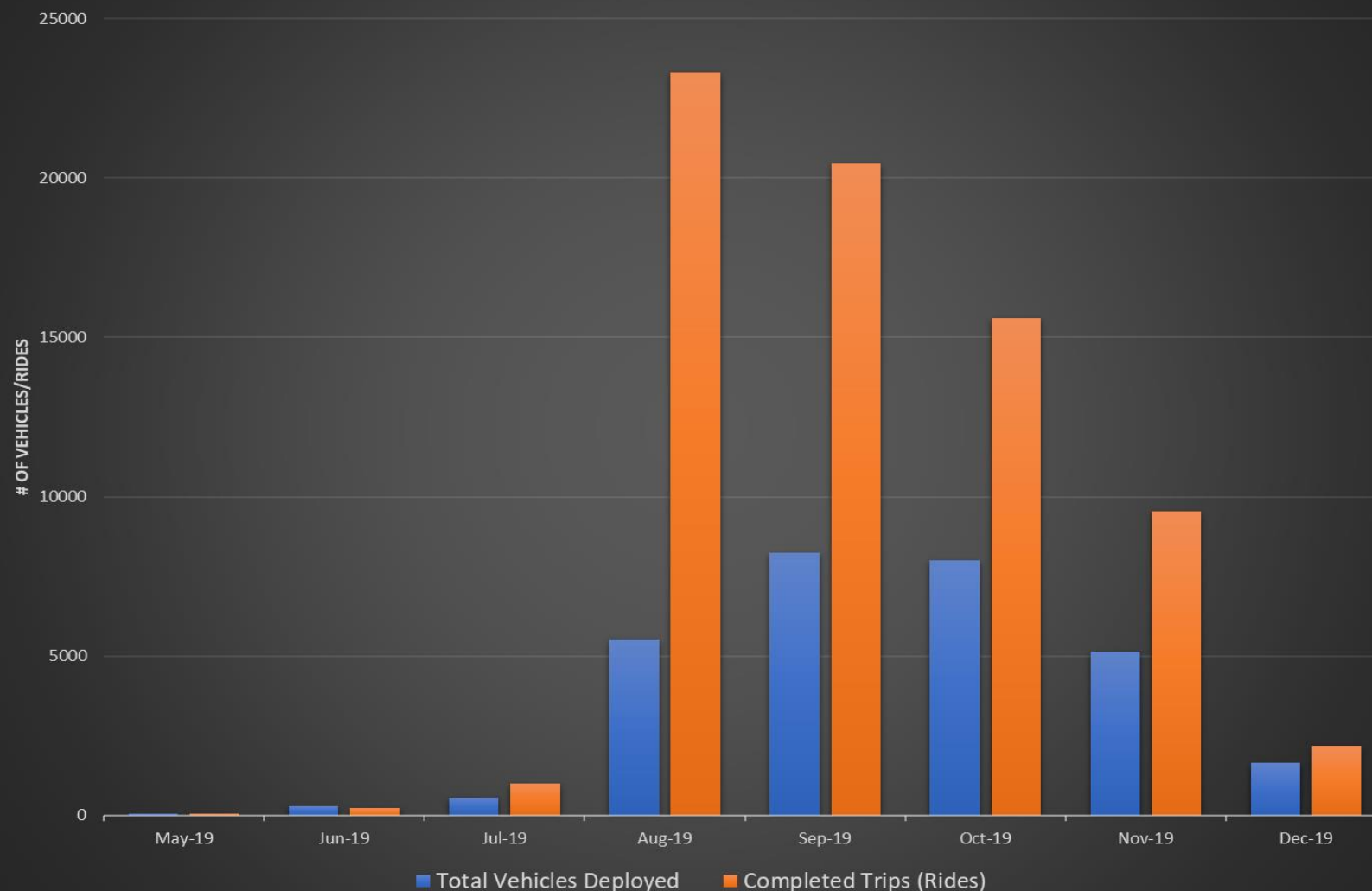
Lime conducts proactive foot patrol audits that immediately address improper parking, which help reduce service requests.

**Program paused in 2020 due to the COVID-19 pandemic.*

Pre-Pandemic Program Statistics



2019 Scooters Deployed and Completed Trips



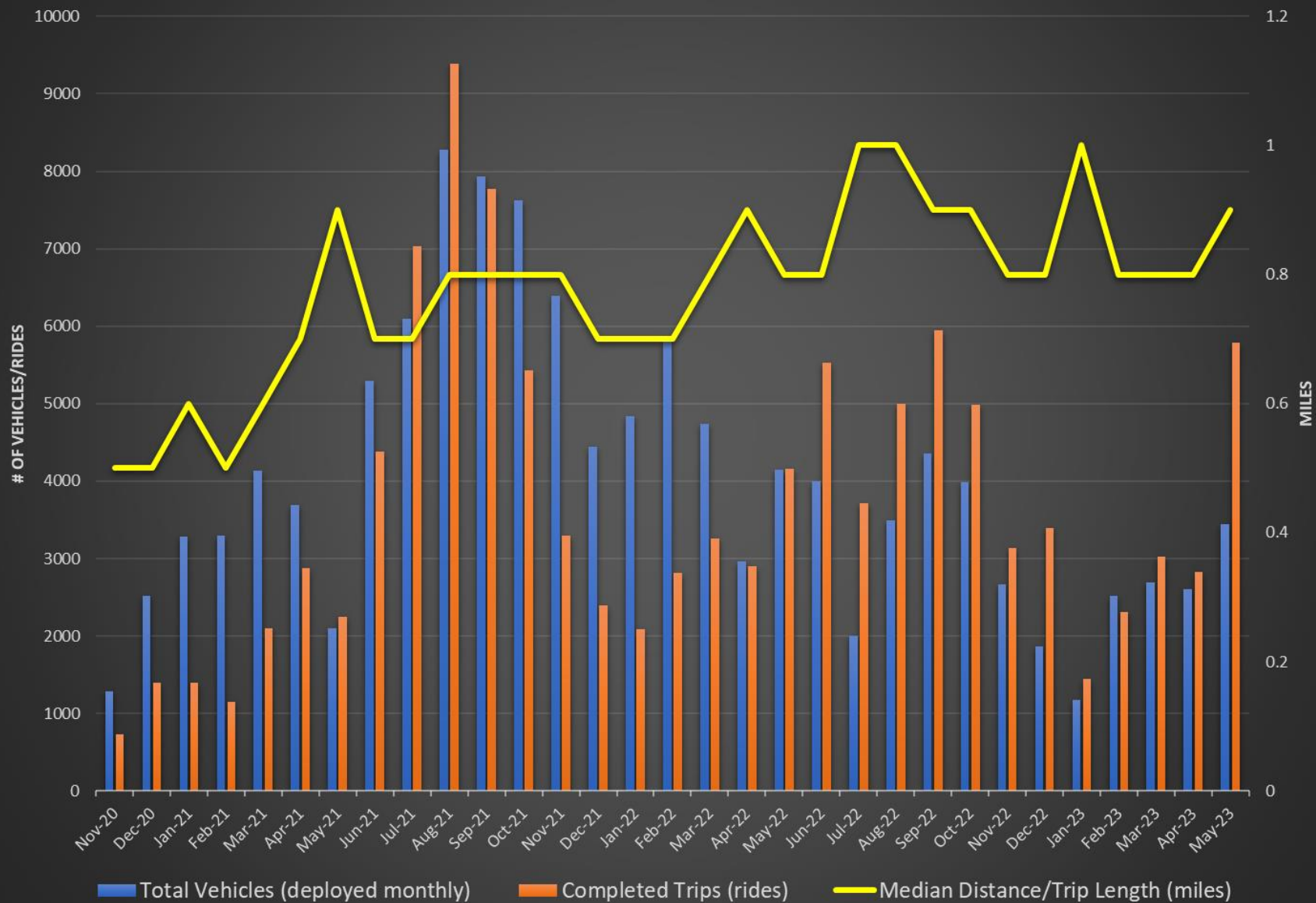
Pilot Program began in May 2019.

Program paused in 2020 due to COVID-19 pandemic.

Program restarted in November 2020. The City requests vehicles to be removed during inclement weather.



Scooters Deployed and Completed Trips, Nov 2020 to May 2023



Higher usage typically during good weather months.

Program being utilized as first/last mile connection.

September Study Session will include June and July metrics.



Next Steps

Sept 5	Staff Report to discuss recommendations for micromobility permit requirements and discuss vendor selection process
Fall 2023 /Winter 2024	Finalize criteria for vendor selection
Spring 2024	Begin permanent Micromobility Program



Thank You



Any Questions?





City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 7/25/2023

Meeting of: City Council Study Session

File No. SS 23-047

Type: Study Session

Council Talk Time



Council Policy Proposal

Return this form to Jason Brown at jcbrown@redmond.gov. Council Leadership will be alerted there is an item to schedule for consideration at a future Council Talk Time. Attached documentation will be provided to the Clerk for addition to the agenda for all Council Members and the public to review.

Tracking Number _____ Click or tap here to enter text. Date of Request 7/20/2023 Requester Jeralee Anderson

Problem Statement Proposal

In March 2023, the City Council appointed 7 salary commissioners recommended by the Mayor and staff in accordance with existing ordinances 2111, 2157, and 2262 in the years 2001, 2003 and 2005 respectively. The salary commissioners who were appointed were understood to have met the minimum qualifications for competency, capacity and residency at the time of the appointment.

For the 2023 commission, the Mayor took executive action to remove all volunteer commissioners at once, effectively abolishing the commission and preventing it from completing its mandate, which is contrary to the established intent of the Council.

What is being proposed to assist in addressing the issue described in the problem statement?

1. Repeal Ordinance 3116.
2. Council takes action by motion on New Business at the August 2 meeting to reinstate all 7 commissioners appointed in March 2023 in order to enable successful completion of their mandate.
3. Council amends the budget as needed to accommodate any proposed increases or decreases in salary determined by the 2023 Salary Commission. Staff would need to prepare this material for FAC in accordance with existing procedures for budget amendments.

Relationship to City Business or Proposed City Business/Services

Describe how this will enhance what is already offered and/or what it will provide that is not currently available. Why is this the City's issue to address? How will this create a more adaptive and resilient organization?

Council and Mayor salary review was a commitment made by the Council in its 2022 strategic priorities list and is legally required every 4 years. The current status of this obligation is *incomplete*.

Connection to Strategic Plan and/or Budget Priorities

Choose all that apply or none if applicable

☒ Diversity, Equity, and Inclusion

☐ Environmental Sustainability

- ☐ Housing Choices
- ☐ Infrastructure
- ☐ Public Safety
- ☐ Healthy and Sustainable

- ☐ Safe and Resilient
- ☐ Vibrant and Connected
- ☒ Strategic and Responsive
- ☐ Capital Investment Program

Timing

Is this issue time sensitive, are there other timing factors to consider?

Yes.

Supporting Documentation

Are there documents that support your request or that should be considered?

The reasons for termination of volunteer commissioners should be consistent with a fair disciplinary process. The adopted code and Ordinance 2111 indicate reasons that the Mayor may remove volunteers, in addition to change in residency.

Definition of incapacity. <https://app.leg.wa.gov/rcw/default.aspx?cite=71.32.110>

Definition of malfeasance. <http://courts.mrsc.org/supreme/032wn2d/032wn2d0149.htm>

Definition of incompetence. <https://app.leg.wa.gov/rcw/default.aspx?cite=5.60.050>

Sense of what "neglect of duty" might mean as "Public Duty Doctrine." <https://mrsc.org/stay-informed/mrsc-insight/march-2023/understanding-the-public-duty-doctrine>

Councilmember Sponsors (not required)

Cannot be a quorum unless discussed at an open public meeting

Anderson
Sponsoring Councilmember

1. _____
Forsythe
Councilmember
2. _____
Councilmember

Post Action (to be completed by Council Leadership)

Referral To ☒ Study Session

☐ Committee of the Whole

☐ Staff Review

☐ Add to Priorities List / Ranking _____

☐ No Action

☐ Legal Review