

City of
Lynchburg
Virginia:

Shared
Mobility
System
Permit
Application



2020

**CITY OF LYNCHBURG
SHARED MOBILITY SYSTEM PERMIT APPLICATION**

Companies desiring to operate Shared Mobility Devices (“SMD”) in the City of Lynchburg, Virginia must complete this permit application and receive approval from the City. An applicant must submit a completed permit application for each fleet mode (e.g. motorized skateboards, motorized scooters, bicycles, or electric power-assisted bicycles for hire) it proposes to deploy in the City.

The applicant may deploy the permitted SMD services in the City of Lynchburg only after receiving written approval of this permit application from the City. Once approved to participate in the demonstration program, the company must comply with all laws. The permit is non-transferable. The applicant cannot transfer its rights under this permit to any other entity or individual, including subsidiaries.

In addition to the completed applicants must submit:

- ✓ The Memorandum of Agreement (MOA), signed by an authorized agent of the company;
- ✓ Evidence of required insurance (See Exhibit A);
- ✓ A copy of the applicant’s Virginia Business License and Virginia Certificate of Good Standing.
- ✓ Image of the mobility device, showing visible company contact information, unique device identification number, and safety messaging.

Name of Applicant: _____

Address: _____

Telephone Number: _____

Company Website: **(if applicable)** _____

Company Contact Person: **(if applicable)** _____

Telephone Number _____

Email Address: _____

Local Company Contact Person: **(This individual must be available by phone 24 hours/7 days per week)** _____

Telephone Number: _____ Email Address: _____

Is the entity registered with the Virginia State Corporation Commission? Yes No

If yes, please provide SCC registration number: _____

Does the entity possess a Commonwealth of Virginia Business License to operate in the City of Lynchburg? Yes No

If yes, please provide a copy of the business license: _____

Name of Person Submitting Application: _____

Relationship/Legal Authority to Business Entity: _____

Anticipated Start Date: _____

Proposed Fleet Mode Type (**bike, e-bike, electric scooter**): _____

Proposed Fleet Size (**Maximum of 100 devices**): _____

I have read and understand the requirements of Dockless Mobility Permit Program and recognize the City's right to prohibit any person or corporation from occupying or using city streets in a manner not permitted to the general public, without first having obtained permission from the City's governing body pursuant to, Va. Code € 15.2-2018. I acknowledge that my company is responsible for all City assessed impound fees. I certify that the information contained in this application and the attached documents is true and correct to the best of my knowledge, information and belief, and that I am authorized to make this certification.

By signing below, the permittee agrees to abide by the conditions pertaining to the specific type of use being permitted, which are set forth in the attached documents.

The undersigned hereby agrees to abide by all City regulations controlling permitted right-of-way, and further acknowledges that violation of permit conditions and City Code **Chapter 10 Article IV Sections 10-53 through Sec 10-56** will result in the revocation of this permit.

By signing this permit application, the applicant certifies that the information provided is correct and that he/she has the authority to sign for and bind their company.

Signature: _____

Date: _____

Printed Name and Title: _____

The completed permit application, accompanied by the necessary supporting documents listed above must be submitted in hard copy to:

City of Lynchburg
Attn: Numan Franklin, Project Manager/Construction Coordinator II
900 Church Street
Lynchburg, VA 24504

Questions should be directed to (434)455-3885

Exhibit A Insurance

The permittee will be required to purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits:

1. Workers' Compensation – Statutory requirements and benefits. This policy shall specifically list Virginia as a covered state.
2. Employer's Liability - \$100,000. This policy shall specifically list Virginia as a covered state.
3. Commercial General Liability - \$1,000,000 per occurrence. The city and its officers, employees, agents and volunteers must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only required if a motor vehicle is to be used by the permittee in its business activities.)
5. All insurance coverage:
 - a. Shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and otherwise acceptable to the city;
 - b. Shall be kept in force throughout performance of services;

Prior to beginning operations, the permittee shall (i) have all required insurance coverage in effect, and (ii) the Permittee shall deliver to the city's risk management division certificates of insurance for all lines of coverage, or other evidence satisfactory to the city.

Nothing contained within this ordinance shall effect, or shall be deemed to affect, a waiver of the city's sovereign immunity under law. No permit awarded as a result of this procurement transaction shall contain any provisions requiring the city to waive or limit any sovereign or governmental immunity to which it may be entitled.

The city reserves the right, but not the obligation, to revise any insurance requirement as may be necessary for the best interests of the city and its citizens, including, but not limited to, limits, coverage due to its poor financial condition or failure to operate legally.

Exhibit B
Sec. 10-55. - Operating regulations

The following subsections set forth the general terms and conditions that will be required in any permit issued by the city:

(1) Equipment requirements.

- a. All electric power-assisted bicycles shall meet the standards established in the Code of Virginia (currently Section 46.2-1015), including lighting during operation in darkness.
- b. The city may increase or decrease the permitted top speed of any shared mobility device at its discretion.
- c. All motorized skateboards or scooters shall meet the safety standards established in the Code of Virginia (currently Section 46.2-1015), requiring both headlight and taillight.
- d. Each shared mobility device shall be equipped with an on-board GPS device capable of providing real-time location.
- e. An operator identifier must be permanently affixed to each mobility device.
- f. All motorized skateboards or scooters and all electric power-assisted bicycles must be equipped with devices that allow the permittee to render by remote means a device inoperable if it has been reported to permittee as being damaged or defective.

(2) Operations.

- a. Each permit shall designate the specific number of shared mobility devices that the permittee may deploy in the city.
- b. The city manager reserves the right to order the removal of all devices due to weather or other local situations, events, or emergencies for up to 48 hours.
- c. Permittees must be aware of and plan for city events, providing additional staffing, rider education/awareness, and temporary no-ride and no-park zones as necessary.
- d. Permittees shall provide administrative access for city officials to relocate devices that are blocking the public right-of-way or creating obstacles for vehicles or pedestrians.

(3) Safe riding and parking.

a. Motorized scooters, as well as electric power-assisted bicycles, must be parked upright on hard surfaces in a manner that does not obstruct or impede the public right of way.

b. If the city designates parking areas for shared mobility devices, permittees must apply geofencing specifications provided by the city to direct users to such designated parking areas. Users shall not be allowed to sign out of their rides unless parked in a designated parking area. For purposes of this article, geofencing means the use of technology which draws a virtual boundary around a real geographical area, enabling software to trigger a response when a mobile device enters or leaves a particular area.

c. Devices are to be parked in such a manner as to provide a four-foot pedestrian clear zone area in the sidewalk.

d. Devices cannot be parked in such a manner as to impede or interfere with any fire hydrant, call box, or other emergency facility; bus bench; utility pole or box; or the reasonable use of any commercial window display, or access to or from any building.

e. Shared mobility devices cannot be parked in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.

f. Electric power-assisted bicycles and e-scooters may be left in on-street parking spaces only if the city manager, or the city manager's designee, has officially designated those spaces as shared mobility parking stations. The city will apply visible markings to identify any such parking stations.

g. The city manager, or the manager's designee, reserves the right to designate specified areas of the city where the riding/parking/locking of shared mobility devices is prohibited.

(4) Shared mobility devices shall not be parked adjacent to or within:

a. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;

b. Loading zones;

c. Disabled parking zones;

d. Street furniture that requires pedestrian access (for example-benches, parking pay stations, bus shelters, transit information signs, etc.);

e. Curb ramps; and

f. Driveways.

(5) To the extent a permittee desires to park bicycles or e-scooters on city property other than the public right-of-way (e.g., parks, plazas, parking lots, transit stations, or private property), the permittee must first obtain the right to do so from the city manager, or the city manager's designee.

(6) Permittees shall stop placing scooters or bicycles, or allowing contractors to place scooters or bicycles, in front of any address provided by the city within 48 hours of notice.

(7) If the city designates specified areas of the city where the riding/parking/locking of shared mobility devices is prohibited, permittees shall apply geofencing specifications provided by the city to prohibit the riding/parking/locking of shared mobility devices in the specified areas of the city.

(8) Any shared mobility device found to be in violation of this section is subject to removal; the permittee must pay \$35.00 for each scooter removed and \$5.00 per day of storage, including the day of removal and the day of release from storage. The city shall provide notice of removal within 24 hours of removal.

(9) Permittees shall provide notice to all users by means of signage and through a mobile or web application that:

a. Helmets are strongly encouraged for all users and required for minors 14 and under. If permittees prohibit the use of shared mobility devices by certain minors, permittee shall provide conspicuous notice of this policy to users;

b. If the city designates parking areas for shared mobility devices, parking must be done in the designated areas;

c. Wearing headphones on or in both ears while riding a shared mobility device is prohibited;

d. Operating a shared mobility device while texting or while under the influence of controlled substance is prohibited; and

e. Permittees shall provide education on the city's existing rules and regulations, safe and proper parking.

(10) Customer service.

a. Permittees shall provide easily visible contact information, including a toll-free phone number and e-mail address, on each bicycle or electric scooter for city employees and members of the public to make relocation requests or to report other issues with devices.

b. Permittees shall maintain a local permittee representative and provide a direct point of contact to the city and its residents.

c. Permittees shall maintain a 24-hour customer service phone number for customers to report safety concerns, complaints, or to ask questions. This phone number and its website shall be provided on every device that is in service to the city.

d. Upon notification that a permittee's shared mobility device is improperly parked, left standing or unattended on any sidewalk, street, or public right-of-way under the jurisdiction of the city, the permittee shall remove the scooter or bicycle within two hours.

e. Permittees shall provide all riders with a mechanism to report safety or maintenance issues with a shared mobility device.

f. In the event a safety or maintenance issue is reported for a specific device, the shared mobility device shall immediately be de-activated and shall be removed within the timeframes provided herein. Any inoperable or unsafe device shall be repaired before it is put back into service.

(11) Insurance. The permittee will be required to purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits:

a. Workers' compensation — Statutory requirements and benefits. This policy shall specifically list Virginia as a covered state.

b. Employer's liability — \$100,000.00. This policy shall specifically list Virginia as a covered state.

c. Commercial general liability — \$1,000,000.00 per occurrence. The city and its officers, employees, agents and volunteers must be named as an additional insured and so endorsed on the policy.

d. Automobile liability — \$1,000,000.00 per occurrence. (Only required if a motor vehicles to be used by the permittee in its business activities).

e. All insurance coverage:

1. Shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and otherwise acceptable to the city;

2. Shall be kept in force throughout performance of services.

Prior to beginning operations, the permittee shall (i) have all required insurance coverage in effect, and (ii) the permittee shall deliver to the city's risk management division certificates of insurance for all lines of coverage, or other evidence satisfactory to the city.

Nothing contained within this article shall effect, or shall be deemed to affect, a waiver of the city's sovereign immunity under law. No permit awarded as a result of this procurement transaction shall contain any provisions requiring the city to waive or limit any sovereign or governmental immunity to which it may be entitled.

The city reserves the right, but not the obligation, to revise any insurance requirements may be necessary for the best interests of the city and its citizens, including, but not limited to, limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the city reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

Exhibit C
INDEMNITY AGREEMENT

In Consideration of the City of Lynchburg giving the undersigned permission to display, sell or offer for sale within the public right-of-way goods, wares or merchandise, the undersigned agrees to assume the defense of and indemnify and save harmless the City, its employees, officers and agents from and against any and all claims, liabilities, judgements, costs, causes of action, damages and expenses, and to pay all attorney's fees, court costs and other costs incurred in defending any claims, which may accrue against, be charged to, be recovered from or sought to be recovered from the city, its employees, officers and agents by reason of or on account of any personal injury, death or damage to property arising from the undersigned's display, rental, sale or offer of sale of goods, wares or merchandise within the public right-of-way, whether such personal injury or death or damage to property is caused by the acts or omissions or negligence of the undersigned, or the undersigned's employees and agents or by the acts, omissions or negligence of any other person whatsoever, whether or not such persons are subject to the undersigned's control. The City, its employees, officers and agents shall not have to give the undersigned any specific type of notice of such claims.

I have read the above agreement and agree with the terms and conditions:

Signature: _____ Date: _____