CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: June 11, 2018

ITEM: Motion – Approval of License Agreement – Des Moines Bicycle Collective BCycle Bike Share

FINANCIAL IMPACT: Expense of $3,750 to cover cost of utilizing advertising panels on bike share station for City information. Amount covers this cost for the term of the agreement and will be paid with available funds in the Parks and Recreation Department operating budget.

BACKGROUND: Staff was recently approached by Jeremy Lewis, Executive Director of the Des Moines Bicycle Collective, with a request to install a self-service bike rental kiosk known as a BCycle Station at Raccoon River Park. The bike station has been located on Principal Financial property in downtown Des Moines, but this was not a popular location for bike rentals. The bike station will consist of a double-sided 10-bike station with a solar-powered screen kiosk. BCycle is a bike rental system with locations throughout the country. Users can pick up a bike at any BCycle station and return it to that same station or any other BCycle station. Launched in Des Moines in 2010, the local system currently includes 21 stations and 124 bikes. The station in Raccoon River Park would represent the first station outside of downtown Des Moines.

The project would be installed through an agreement with the local non-profit group, Des Moines Bicycle Collective. As per the agreement, the Bicycle Collective will be responsible for all aspects of operating the station including installation, maintenance, replacement, and removal. There is no cost to the City for the station, however, there is an opportunity to display City or park-related information on the attached advertising panels.

The station is anticipated to be installed in June 2018 (pending approval of a Minor Modification by Development Services). The term of the agreement would run through December 31, 2019.

The Parks and Recreation Advisory Board has given approval to locate the BCycle station in Raccoon River Park. The Board was interested in a limited term on the agreement due to potential bike rentals occurring in the future Boathouse in the park which may or may not be in conflict with the BCycle bike share. The agreement may be renewed for one year if research shows bike rentals at the Boathouse are feasible and there is no conflict or if the timing of the Boathouse is delayed. An advantage to offering the BCycle rentals over the next year and a half is that it will be a good way to gauge the public's interest in bike rentals by providing detailed data on rental habits.

The Legal Department has reviewed the attached License Agreement. Also attached are maps showing the proposed location in Raccoon River Park and further information from the Bicycle Collective.

OUTSTANDING ISSUES: There was a short timeframe on approval of the Bicycle Collective's request based upon current availability of a BCycle station. A Minor Modification was submitted

to Development Services on June 6 with administrative approval pending. The BCycle station will not be installed until all conditions of that approval are met.

RECOMMENDATION: That the Council approve the License Agreement.

Lead Staff Member: Sally Ortgies

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made this 11th day of June, 2018, by and between DES MOINES BICYCLECOLLECTIVE, an Iowa not-for-profit corporation whose address is506 E. 6th Street, Suite 100, Des Moines, Iowa 50309 ("Licensee"), and CITY OF WEST DES MOINES, whose address is 4200 Mills Civic Parkway, West Des Moines, Iowa 50265 (the "Licensor").

WITNESSETH

WHEREAS, Licensee recognizes, encourages, and facilitates the use of bicycles as a viable mode of transportation and recreation in the State of Iowa and desires to engage in the rental of bicycles through the use of B-stations which are generally describes as self-service bicycle rental stations ("Bcycles or Bcycle services");

WHEREAS, Licensee desires to establish and maintain Bcycles on property owned by Licensor located at Raccoon River Park, 2500 Grand Avenue, West Des Moines, Iowa (the "Property");

WHEREAS, Licensor has the authority to enter into this Agreement, and the right, power and interest in the Property, and the authority to allow Licensee the use of the Property as described herein.

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein, Licensee and Licensor agree as follows:

1. LICENSE. Licensor hereby grants to Licensee a license (the "License") to install, operate, maintain, repair and replace the Bcycles in the location on the Property as identified in Attachment A.

2. TERM/RENT/FEES. Except as otherwise provided in Paragraph 9 herein, the Term of this Agreement shall be through December 31, 2019. This Agreement may be extended for an additional term of one (1) year (the "Renewal Term") upon the written mutual consent of Licensee and Licensor. Licensee must submit to Licensor a written request to extend the Term not less than ninety (90) days prior to the expiration of the Term. The day and year first written above shall be the "Commencement Date". No rent shall be payable by the Licensee for this License. There shall be no fees payable by the Licensor to the Licensee for Bcycle services. If Licensor requests Bcycle services not specifically outlined in this Agreement, and both parties agree such additional Bcycle services require payment from Licensor to Licensee, Licensee will provide Licensor with a quote for additional Bcycle services and a purchase order issued by Licensor will confirm additional Bcycle services to be provided under the terms of this Agreement.

3. PLACEMENT OF THE BCYCLES.

A. Licensee shall:

i. Provide a double-sided 10-bike Bcycle station and install the Bcycles in a safe and workmanlike manner consistent with generally accepted standards;

ii. Install and operate the Bcycles in such a way as to minimize, as is reasonably practical, any interference with the operations of the Property;

iii. Obtain, prior to placement of the Bcycles, any necessary federal, state, and municipal permits, licenses and approvals, to place and operate the Bcycles, including a Minor Modification to the Site Plan for Raccoon River Park; and

iv. Not permit any liens to be attached to Licensor or to the Property.

4. COVENANTS.

A. Licensee hereby covenants and agrees as follows:

i. Keep and maintain the Bcycles in good order, repair and condition throughout the Term, and Renewal Term, if any, and to promptly and adequately repair all damage to the Bcycles and Licensor's Property, whether caused by Licensee, its employees, contractors or agents, or its invitees;

ii. Comply with any federal, state, and municipal law, orders, rules and regulations applicable and governing the installation and operation of the Bcycles;

iii. Except as is necessary to provide the Bcycle services, not to disrupt, adversely affect or interfere with Licensor's business operations or use of the Property by the general public;

iv. Any Bcycle services provided by a third party contracted by Licensee will be subject to the terms of this Agreement and must be approved by the Licensor in advance; and

v. Not sell any advertising on the Bcycle station kiosk or poster panels to any outside party not a party to this Agreement.

B. Licensor hereby covenants and agrees to provide Licensee and any third party vendor acting on behalf of or at the request of Licensee, access to the

Property to perform installation, maintenance and repair functions, all in accordance with Licensor's site rules and regulations or as set forth in the City Code of the City of West Des Moines. Licensee agrees that its personnel, and any third party vendor acting on behalf of or at the request of Licensee, will abide by Licensor's site rules and regulations.

5. EQUIPMENT AND FACILITIES.

A. The Bcycles, and any and all other equipment used to provide the Bcycle services, shall remain the exclusive property of the Licensee.

B. Licensor shall not be liable for damage, theft, misappropriation or loss of the Bcycles or any part thereof.

C. Upon the expiration or early termination of this Agreement, Licensee shall, at its sole cost and expense, remove the Bcycles from the Property. Licensee shall repair any and all damage to the Property caused by the removal of the Bcycles. If the Bcycles, or any part thereof, is not removed within thirty (30) days after the expiration of this Agreement, it shall become the property of the Licensor to do with as it sees fit.

D. Licensee will not be responsible for the expenses to move the Bcycles from one location on Licensor's property to another location on Licensor's property if the Licensor requested the move and such move will be reviewed, in advance, by Licensee.

6. WARRANTIES. Licensor makes no warranties or representations that the Property is suitable for the use contemplated by this Agreement. Licensee has inspected the Property and accepts the same "as is". Licensee agrees that the Licensor is under no obligation to assist with the placement of the Bcycles or to provide any materials to prepare the Property for Licensee.

7. INSURANCE. Licensee agrees to maintain commercial general liability insurance with a combined single limit of not less than $1 million per occurrence and an aggregate limit of not less than $2 million, and to name Licensor as an additional insured on such policy against any and all claims for bodily injury, personal injury and property damage. If any Licensee personnel or subcontracted personnel will perform services at Licensor's premises, Licensee agrees to maintain workers' compensation coverage and employer's liability insurance as required by applicable state law. If any Licensee personnel will drive a vehicle in the course of performing under this Agreement, then Licensee agrees to provide business automobile liability coverage insuring bodily injury and property damage with a combined single limit of not less than $1 million per accident for owned, non-owned and hired vehicles. The insurance required by this paragraph will be provided at Licensee's sole expense and will be maintained at all times while the applicable License Agreement is in effect and for such period thereafter as may be necessary to provide protection with respect to events occurring during

the term of the License Agreement. All insurance provided by Licensee will be primary and non-contributory to any insurance carried by Licensor. In no event will the limits of Licensee's insurance or the limits stated in this paragraph be considered as limiting the liability of Licensee under this Agreement. All insurance required to be maintained by Licensee will be provided by U.S.-domiciled companies rated A or better in the most current issue of A.M. Best's Rating Guide. Licensor will at any time have the right to require Licensee to furnish certificates of insurance showing that the required insurance is in force and satisfies all requirements stated in this paragraph.

8. INDEMNIFICATION. Licensor shall be indemnified and held harmless by Licensee:

   A. Against claims of any third person or entity for damages, losses or injuries arising out of the negligent of willful acts or omissions of Licensee or its agents, servants, employees, contractors or representatives, including, but not limited to, damages, losses or injuries from the construction, placement, operation, maintenance, use and/or repair of the Bcycles; and,

   B. For the satisfaction and payment of any liens against Licensor or the Property as a result of the placement and operation of the Bcycles.

9. TERMINATION OF AGREEMENT. Either party may terminate this Agreement prior to the actual Termination Date for any reason.

10. SUBJECT TO LAWS. This Agreement is further subject to all applicable federal, state and local laws, ordinances and regulations, rulings and orders of governmental agencies.

11. NOTICES. All notices in connection with this Agreement will be directed to the contact persons listed below at the respective addresses listed below, or to such other contact person or address as was last designated in a written notice by that party for notices to itself.

Notices to Licensor:	Notices to Licensee:
Sally Ortgies Director of Parks & Recreation City of West Des Moines P.O. Box 65320 4200 Mills Civic Parkway West Des Moines, Iowa 50265	Des Moines Bicycle Collective 506 E. 6th Street, Suite 100 Des Moines, Iowa 50309

12. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party

shall assign, sublet, delegate, or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

13. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Iowa.

14. SEVERABILITY. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and shall remain in effect and be binding upon the parties.

15. WAIVER. The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance, shall not constitute the permanent waiver of any term or condition of this Agreement, and this Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.

16. PARAGRAPH HEADINGS. Paragraph headings as contained herein are provided for convenience and reference only. They in no way restrict or limit the contents or terms of this Agreement.

17. AMENDMENTS. No subsequent agreement between Licensee and Licensor shall be effective or binding unless it is made in writing and signed by both of the parties hereto.

18. FINAL AGREEMENT. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the subject matter described herein, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein.

19. LEGAL STATUS. It is hereby understood that no agency, employment, joint venture or partnership is created hereby or between the parties hereto, and that neither party shall hold the right, power or authority to bind the other or to act for the other in any matter.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

CITY OF WEST DES MOINES,
Licensor

_____
Steven K. Gaer
Mayor

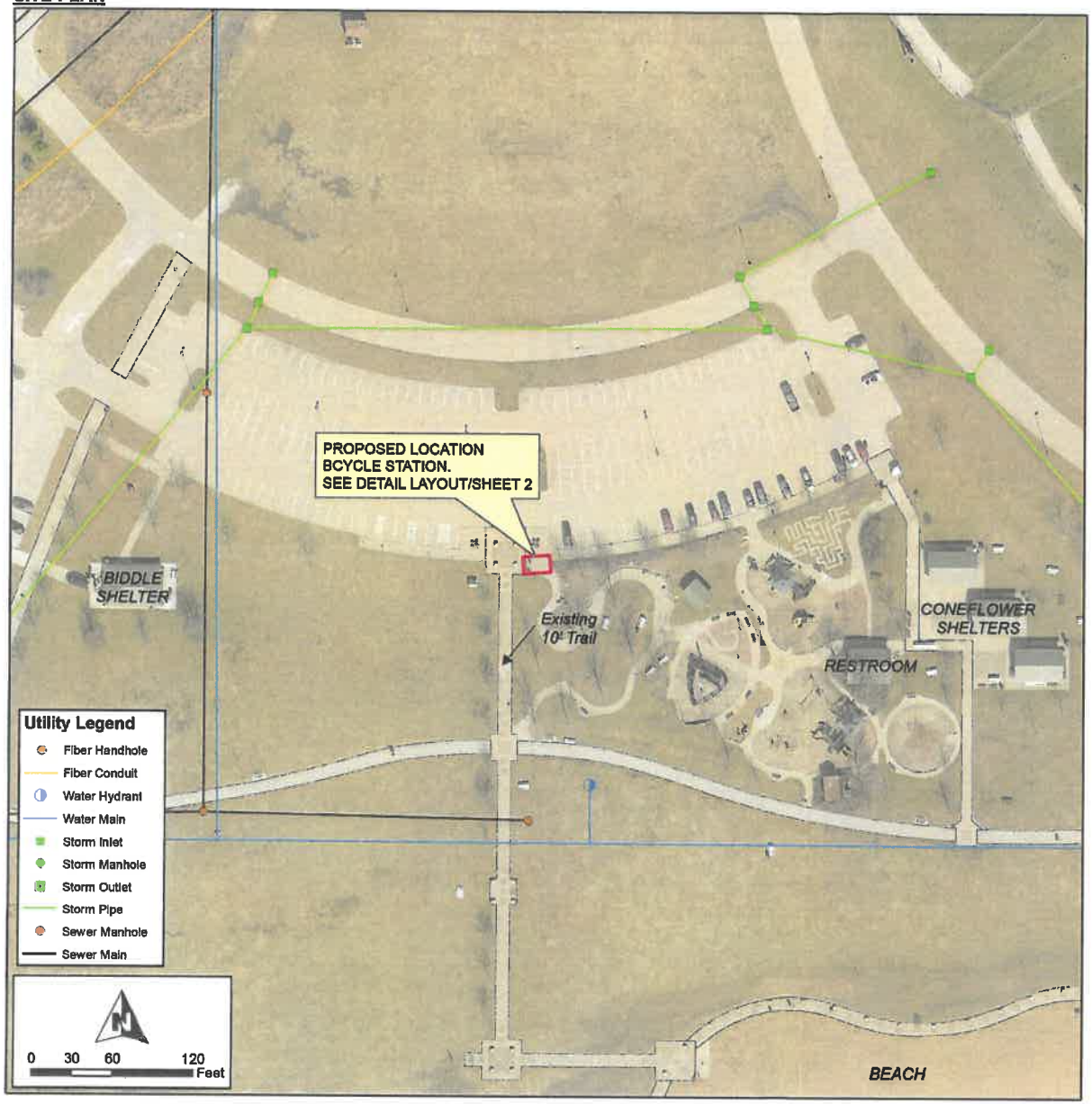
DES MOINES BICYCLE COLLECTIVE,
Licensee

_____
Jeremy Lewis
Executive Director

ATTEST:

_____
Ryan T. Jacobson
City Clerk

SITE PLAN



VICINITY MAP

SHEET INDEX

SHEET 1: SITE PLAN
SHEET 2: DETAIL LAYOUT / DIMENSIONS

CONTACT INFORMATION

MARCO ALVAREZ, PLA
PARK PLANNER
CITY OF WEST DES MOINES
PARKS & RECREATION DEPT.
4200 MILLS CIVIC PKWY
WDM, IA 50265
(515) 222-3452

LEGAL DESCRIPTION

LT 15 & N 350F LT 25 & N 520F LT 24 S OF RR ROW & BEG SW COR THN N 1058F NELY 223.4F SELY1013.76F SW 845.83F W 656.55F TO POB LT 16 & BEG NW COR THN E 656.55F S 250F SWLY708.55F N520F TO POB LT 23 BELLAMY PLAT 1

IMPERVIOUS SURFACE

0.00 SF, ADDED IMPERVIOUS SURFACE
(INSTALLATION ON EXISTING PAVEMENT)

NOTES

1. THIS SITE PLAN IS FOR THE INSTALLATION OF A SELF-SERVICE BIKE RENTAL KIOSK KNOWN AS A BCYCLE STATION.

2. BIKE STATION CONSISTS OF DOUBLE-SIDED 10-BIKE STATION WITH A SOLAR POWERED SCREEN KIOSK AND A MAP ENDCAP.

3. STATION TO BE INSTALLED IN JUNE OF 2018 AND REMAIN IN PLACE THROUGH DECEMBER 31, 2018.

4. THE NON-PROFIT GROUP, THE DM BICYCLE COLLECTIVE, WILL BE RESPONSIBLE FOR ALL WORK RELATED TO INSTALLATION, MAINTENANCE, OPERATION, AND REMOVAL OF THE STATION.

CITY OF WEST DES MOINES
DEPARTMENT OF PARKS AND RECREATION
PLANNING DIVISION
4200 MILLS CIVIC PKWY, (515) 222-3452
WEST DES MOINES, IOWA, 50265
FAX. NO. (515) 223-3489

THE CITY OF WEST DES MOINES

REVISED	BY

DATE 06/05/18

BCYCLE BIKE STATION
RACCOON RIVER PARK

WEST DES MOINES IOWA

DRAWN: MA
REVIEWED: -

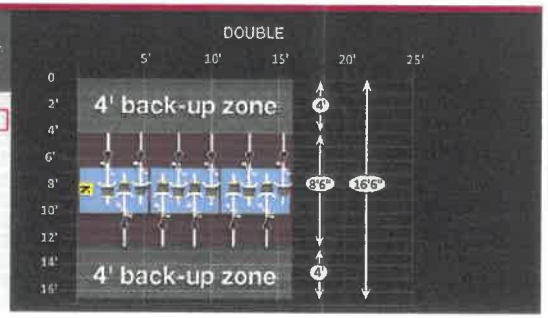
TITLE SITE PLAN

SHEET 1 of 2

DETAIL LAYOUT

B station Dimensions

Number of bases	Exact length required for bases (including kiosk space)	Number of docks, if single-sided (Bases with kiosks have one less dock than bases without kiosks)	Number of docks, if double-sided (Bases with kiosks have one less dock than bases without kiosks)
2	10' 4"	3	6
3	15' 6"	X	10
4	20' 8"	7	14
5	25' 10"	9	18
6	31'	11	22
7	36' 2"	13	
8	41' 4"	15	
9	46' 6"	17	
10	51' 8"	19	
11	56' 10"	21	
12	62'	23	



Double-sided

Double

- Four docks fit on one base.
- A kiosk takes the place of one dock and can face any direction (to reduce glare, the screen should face away from the sun).
- An endcap takes a spot on the base but still allows space for three docks.
- Max 6 bases = 22 docks

Depth space

- Double-sided stations must have at least 8'6" of space plus a recommended 4' back-up zone on each side totaling 16'6".
- Refer to the chart below for more details.

Common Configurations

Double-sided

1 endcap, 3 docks

4 docks

3 docks, 1 kiosk

CITY OF WEST DES MOINES
DEPARTMENT OF PARKS AND RECREATION
PARKS DIVISION
4200 MILLE CIVIC PKWY (515) 222-3444
WEST DES MOINES, IOWA 50265
FAX NO. (515) 222-3455

MARKED	BY

DATE 06/05/18

IOWA

BYCLE BIKE STATION
RACCOON RIVER PARK

WEST DES MOINES

DRAWN: –
REVIEWED: –

SCALE NA

TITLE DETAILS

SHEET 2 of 2

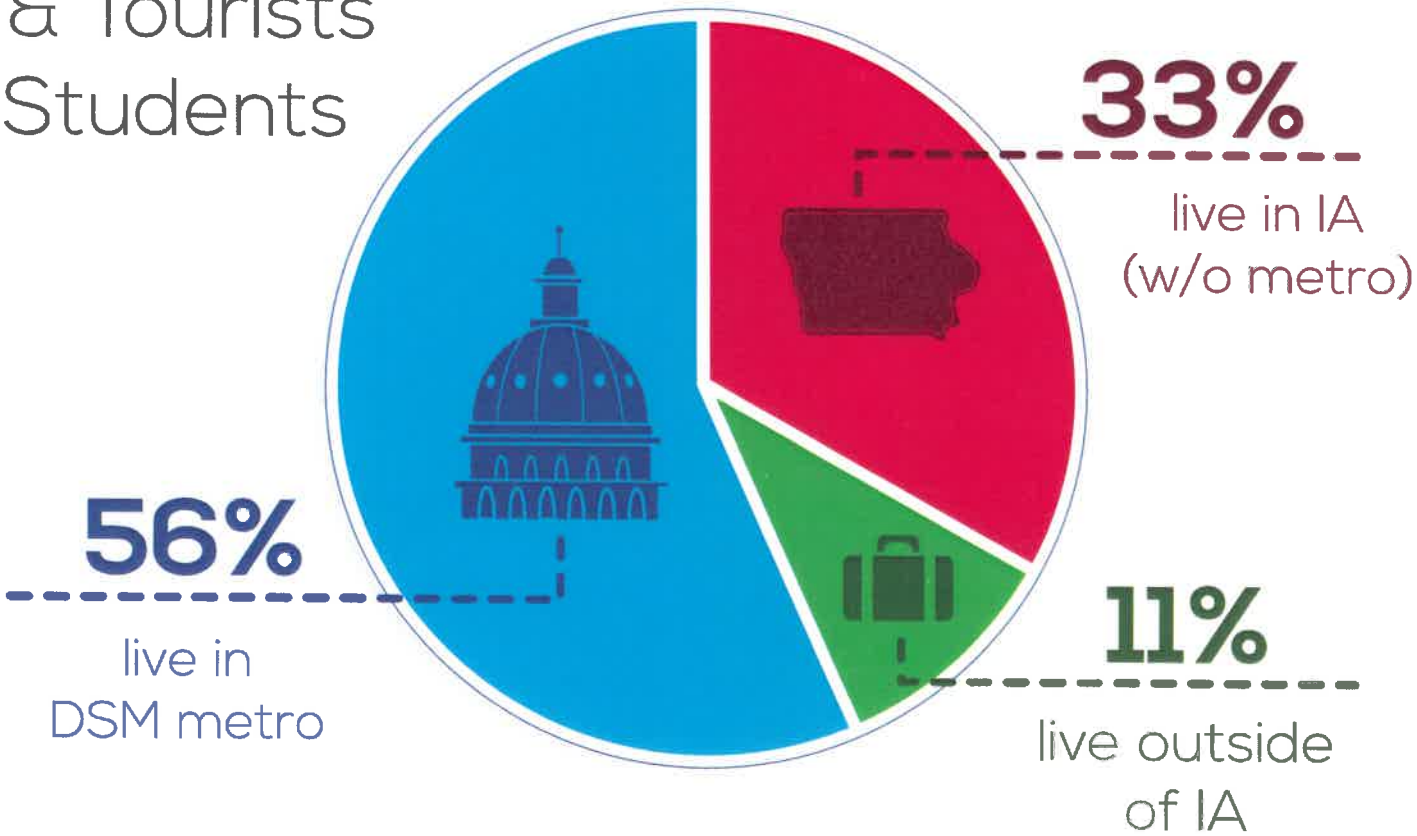
BCycle
DES MOINES

WHAT IS BCYCLE?

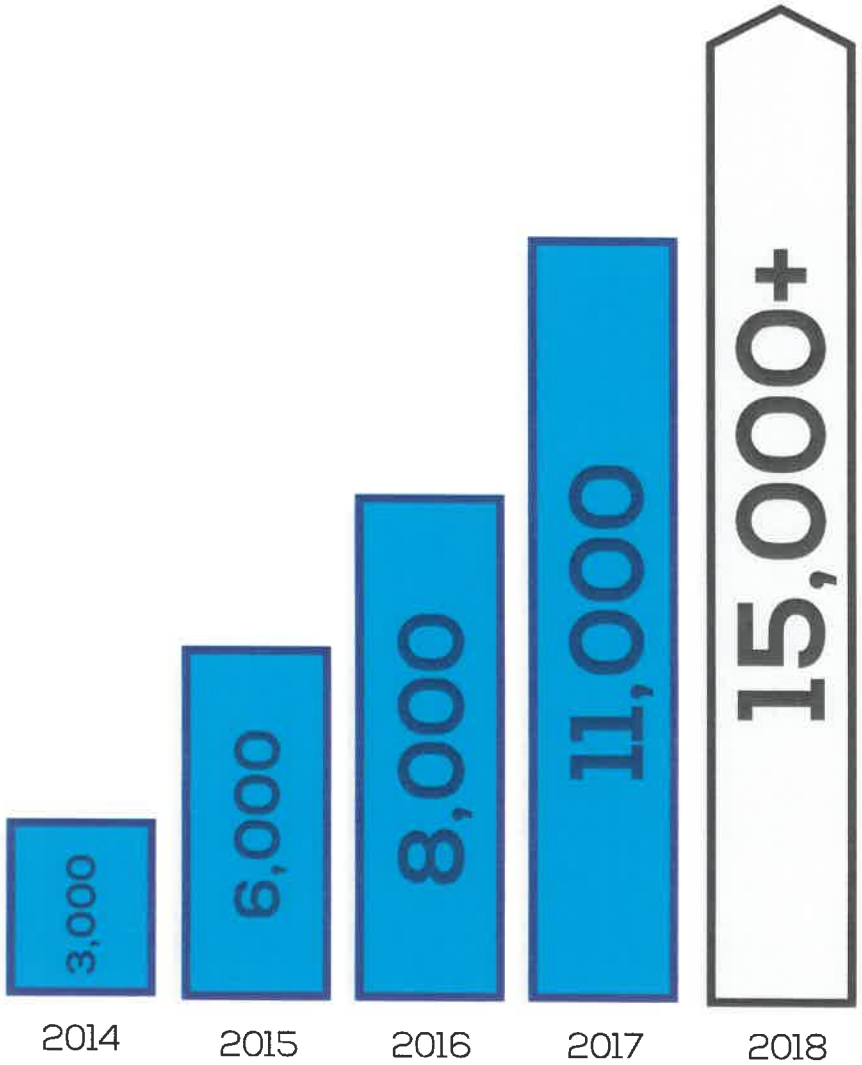
- Launched in Des Moines in 2010
- Currently the system includes 21 stations and 124 bikes
- Memberships & single trip passes can be purchased online or at any station
- Designed for short-term trips; generally 60 minutes or less

WHO USES BCYCLE?

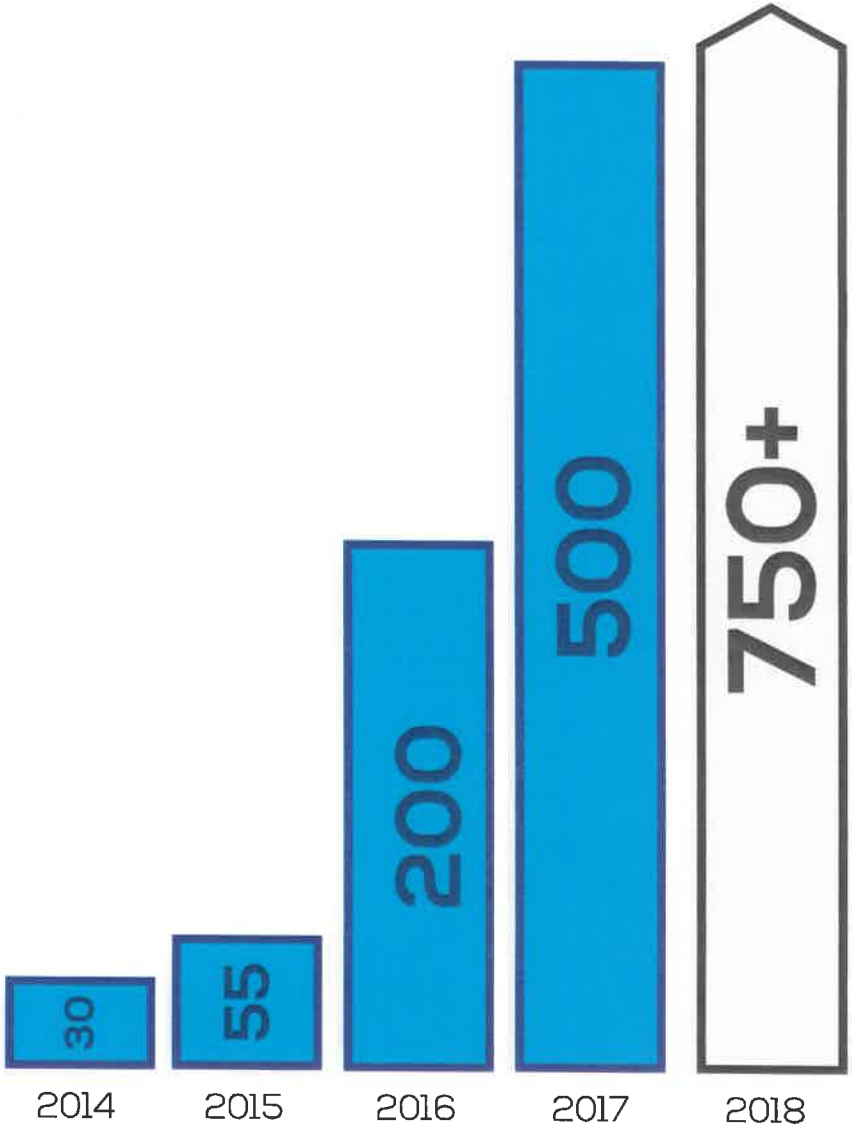
- Local Residents
- Business Commuters
- Visitors & Tourists
- College Students



TRIPS & MEMBERSHIPS



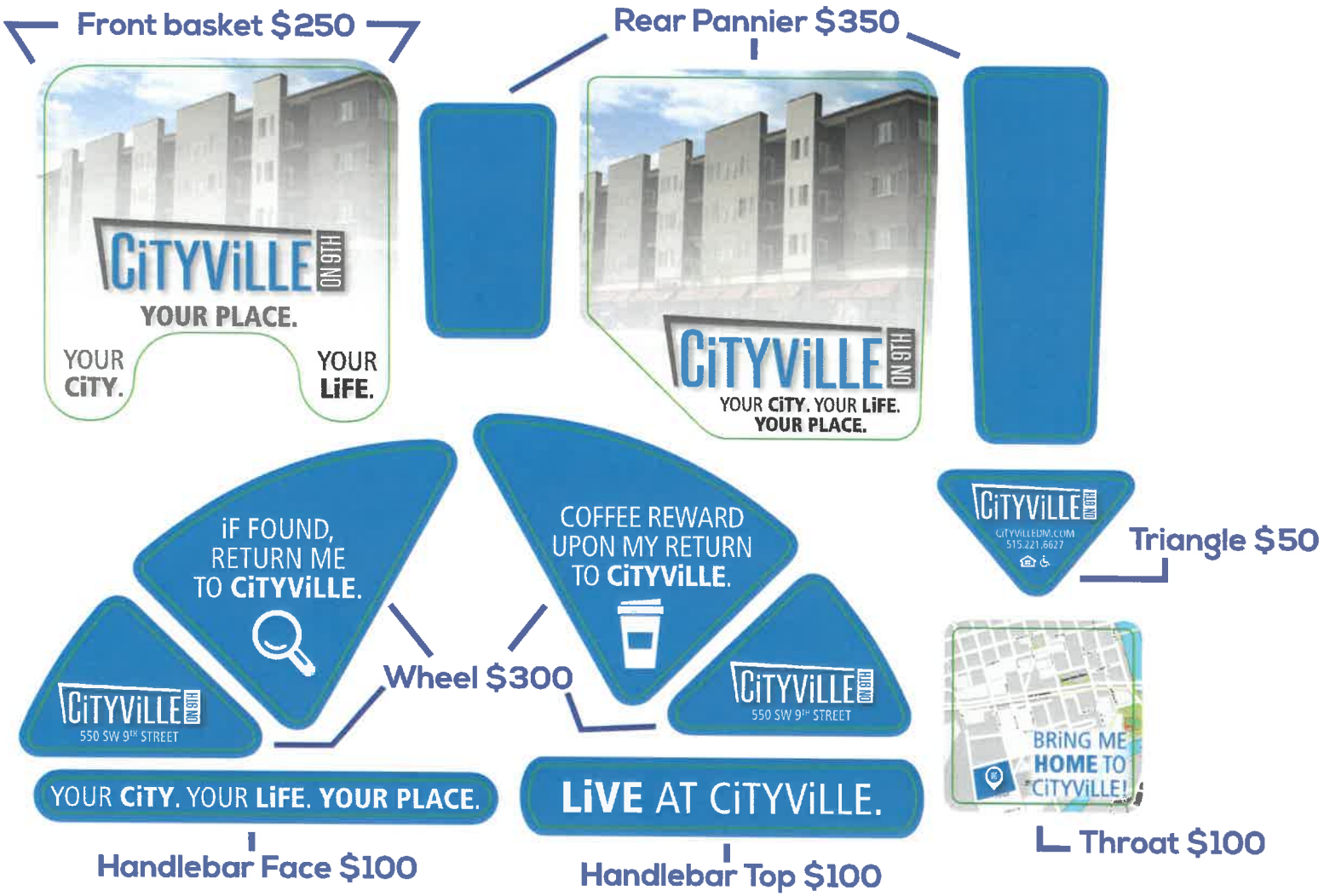
Annual Trips



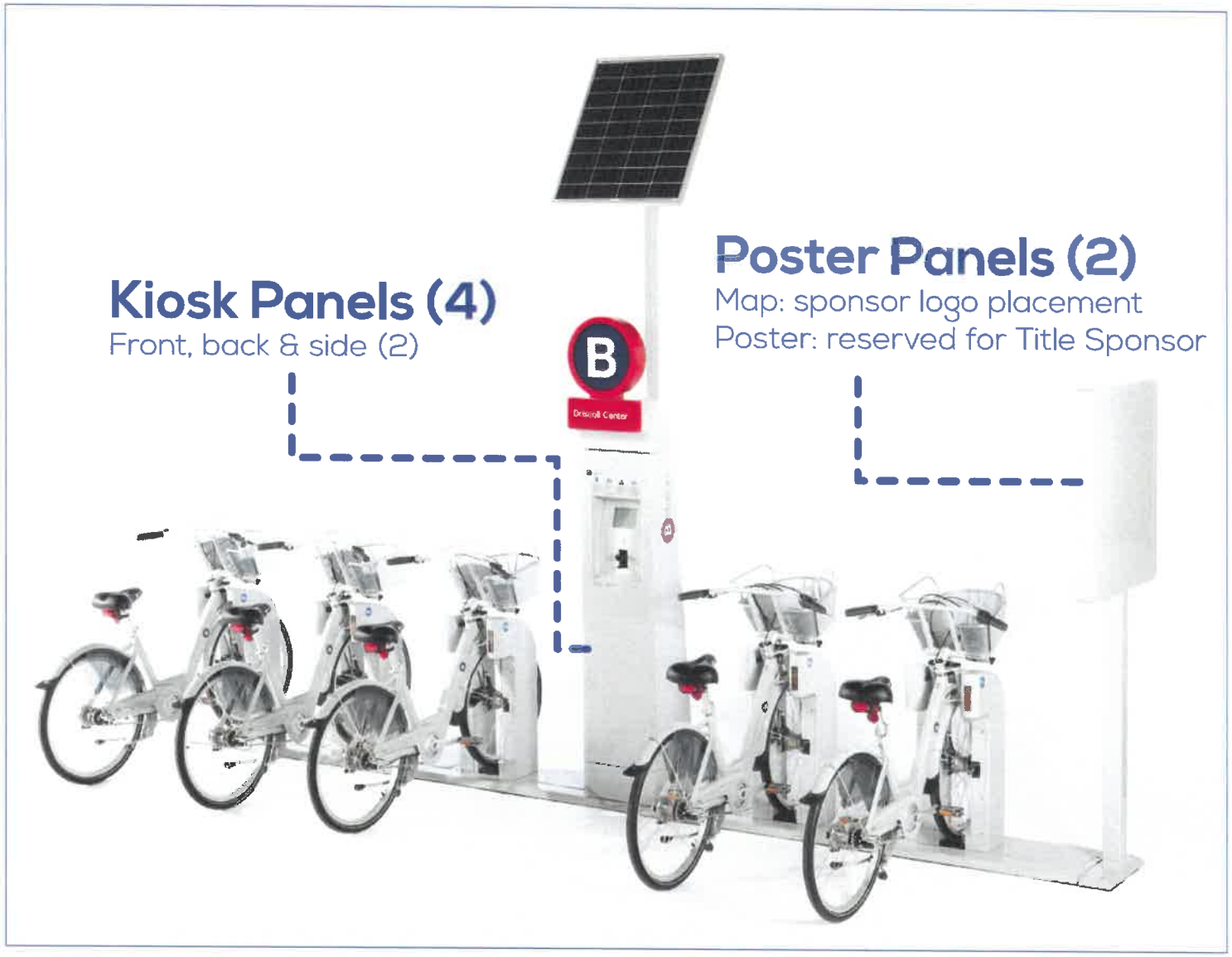
Total Members

BCYCLE SPONSORSHIP

Sponsor five or more bikes and you'll receive **$250 off** each BCycle



STATION & AD PANEL



ANNUAL SPONSORSHIPS

Bike Sponsorship

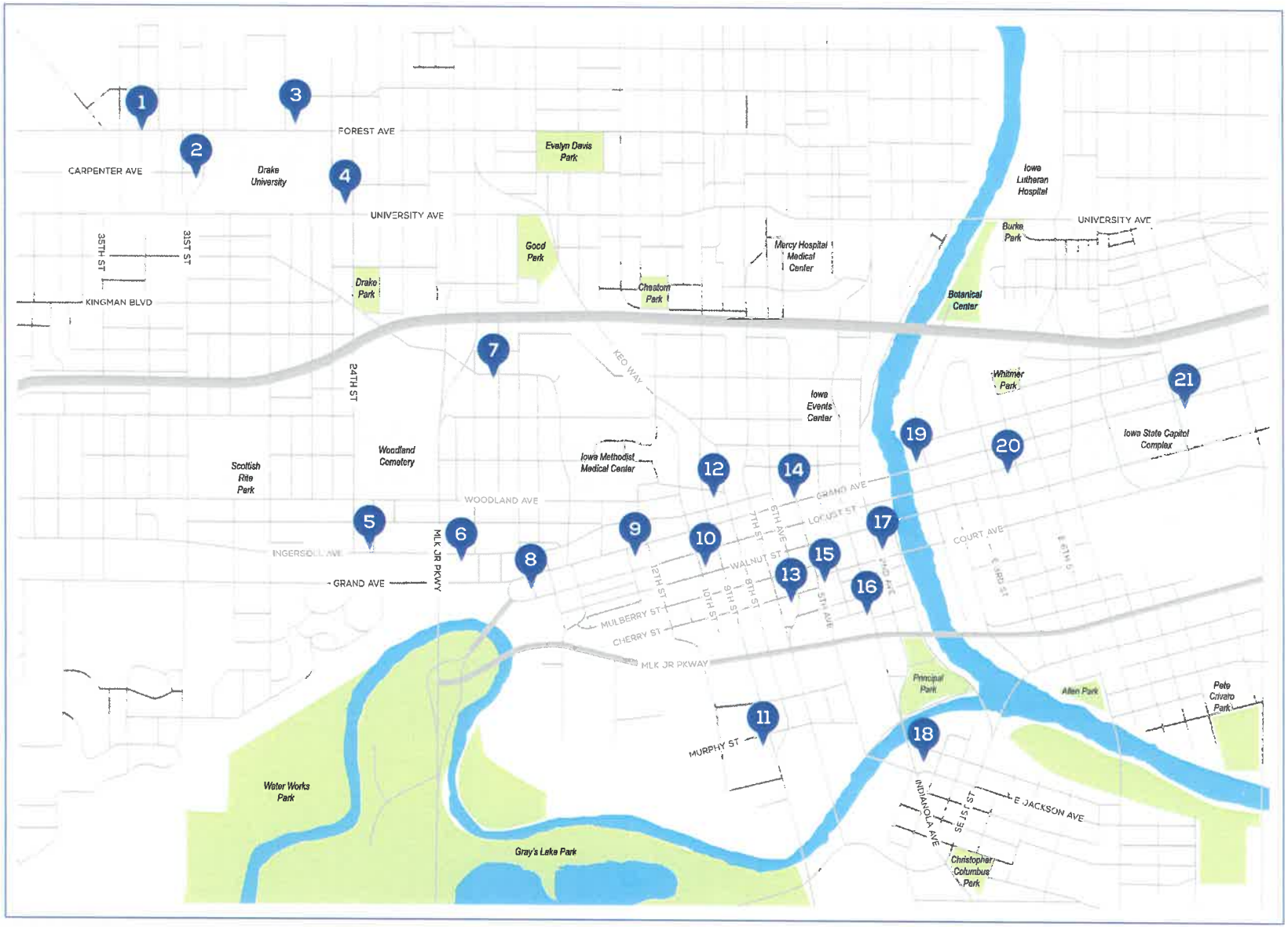
Front Basket	$250
Rear Pannier	$350
Triangle	$50
Throat	$100
Handlebar Face	$100
Handlebar Top	$100
Wheel	$300
Total	**$1250**

Station Sponsorships

Poster Panel	**$1250**
Kiosk Panel (4)	**$1250**

Sponsor five or more bikes and you'll receive **$250 off** each BCycle

DSM STATION MAP



WE LOOK FORWARD TO WORKING WITH YOU

DES MOINES BCycle

Jeremy Lewis, Director
jeremy@dsmbikecollective.org
515-710-6697

Des Moines Bicycle Collective Programs

In November 2013 the Des Moines Bicycle Collective hired its first Executive Director. Since then has expanded significantly in size and impact. In 2015, it restored and distributed nearly 1200 donated bikes by partnering with area nonprofit organization and public schools. The Des Moines Bicycle Collective was named 2016 Best Local Advocacy Organization, 2016 Best Community Bike Shop and 2016 Best Bike Valet by the Iowa Bicycle Coalition.