



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Planning Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council
FROM: John A. Schneider, MPA, Community Development Manager
DATE: June 21, 2018
SUBJECT: An Ordinance Amending Urbana City Code Chapter 23 (Operation and Parking of Dockless Bicycles on City of Urbana Rights-of-way and Property)

Action Requested

Approval of an ordinance to codify dockless bikeshare program regulations.

Discussion

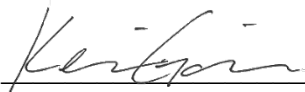
On June 18, 2018, the City Council approved a resolution to approve an intergovernmental agreement with the City of Champaign and the University of Illinois for a dockless bikeshare program (2018-06-025R). The attached ordinance¹ would codify the regulations that were agreed upon by the three parties in the intergovernmental agreement and would also establish rules for the parking of dockless bikeshare bikes (“dockless bikes”).

Bike Parking

As written, the ordinance does not establish specific areas where dockless bikes can be parked; rather, it allows the City Engineer to identify the areas on city property (including the public right-of-way) where parking is allowed. This would allow the City Engineer to quickly respond to any parking issues that may arise without requiring amendments to the City Code.

The ordinance also includes language that governs how private property owners can prohibit the parking of dockless bikes on their property, establish areas where dockless bikes can be parked on their property, and outlines what owners can do if dockless bikes are parked improperly on their property. In short, an owner can contact the company to have a bike moved, or they can move it themselves to an appropriate place in the public right-of-way (*see Sec. 23-308(d) of the ordinance for more detail*).

Staff requests that the Committee of the Whole consider the ordinance and approve it with any necessary changes.

Prepared by: 
Kevin Garcia, AICP, Planner II

¹ The phrase “ordinance” includes the ordinance and the ordinance exhibit for simplicity.

ORDINANCE NO. 2018-06-047

AN ORDINANCE AMENDING URBANA CITY CODE CHAPTER 23

(Operation and parking of dockless bicycles on City of Urbana right-of-way and property)

WHEREAS, the City of Urbana (“Urbana”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, 5 ILCS 220/1 *et seq.*, and may exercise any power and perform any function pertaining to its government and affairs, including the power to regulate for the protection of the public health, safety, and welfare; and

WHEREAS, the City Council heretofore did enact Urbana City Code Chapter 23, Local Traffic Code, to regulate the operation of motor vehicles and bicycles on the public rights-of-way and other public places within Urbana for the protection of the public health, safety, and welfare; and

WHEREAS, Urbana, the City of Champaign (“Champaign”), and the Board of Trustees for the University of Illinois (“University”) have entered into an intergovernmental agreement (“IGA”) regarding the joint and cooperative regulation of bike share companies (“Bike Companies”) that seek to deploy and allow individuals to operate and park dockless bicycles (“Dockless Bikes”) on Urbana, Champaign, and University rights-of-way and other property owned by them; and

WHEREAS, the aforesaid IGA provides that Urbana may enact one or more ordinances not inconsistent with the IGA to specifically regulate Bike Companies that deploy and allow individuals to operate and park their Dockless Bikes on Urbana owned and maintained rights-of-way and property;

WHEREAS, after due and proper consideration, the City Council finds that amending Chapter 23 as provided in the exhibit appended hereto will protect the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1. Urbana City Code Chapter 23, “Local Traffic Code”, be amended by adding a new Article XXII, “Bicycle Sharing Companies” in substantially the form as provided in the Exhibit appended hereto and made a part hereof as if set forth herein.

Section 2. Those sections, paragraphs, and provisions of the Urbana City Code that are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portions of the Urbana City Code other than those expressly set forth in Section 1 of this Ordinance. The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

Section 3. This Ordinance shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost,

impaired, or affected by this Ordinance.

Section 4. The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the corporate authorities, and this Ordinance shall be in full force and effect from and after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code.

This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a meeting of said Council.

PASSED BY THE CITY COUNCIL this ____ day of _____, _____.

AYES:

NAYS:

ABSTAINED:

Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, 2018.

Diane Wolfe Marlin, Mayor

UCC 23 – LOCAL TRAFFIC DOE
Article XXII – BICYCLE SHARING COMPANIES

Sec. 23-300. – Definitions.

The following words and phrases, when used in this article, shall have the meanings respectively ascribed to them hereinafter unless the context otherwise requires.

Bike Company shall mean any business entity, regardless of legal form (e.g., sole proprietorship, partnership, corporation, or limited liability company), whether for-profit or not-for-profit that seeks to deploy and allow Users to operate and park Dockless Bikes on any Party's Property.

Bike Sharing shall mean the riding and parking of Dockless Bikes which are deployed by any Bike Company when such Dockless Bikes are operated and parked on Urbana's, Champaign's and/or the University's Property.

Champaign shall mean the City of Champaign, Illinois.

City Engineer shall mean the individual that Urbana has appointed to serve as its City Engineer and as the Director of the Urbana Public Works Department and any such person he/she designates to undertake the duties and responsibilities provided for in this article.

Concession Agreement shall mean a contract entered into by and between a Bike Company and the University regarding that Bike Company's deployment of one or more Dockless Bikes that are or may be operated and/or parked on University Property.

Dockless Bike shall mean a bicycle that is deployed by a Bike Company, whether or not for a use fee, which is made available to Users for operation and/or parking on Urbana's, Champaign's and/or the University's Property and which is either self-locking and/or locks to an existing bicycle parking infrastructure.

Expense shall mean any actual out-of-pocket cost, the reasonable value of one or more Urbana employees' services, and/or use the reasonable value of Urbana-owned equipment, materials and/or supplies used or consumed in connection with enforcing this article.

IGA shall mean an intergovernmental agreement, and any amendments thereto, that has been entered into by and between Urbana, Champaign and the University regarding the establishment and operation of a Joint Licensing Program and the mutual promulgation and enforcement of Regulations concerning Bike Companies' deployment of and Users' operating and/or parking of Dockless Bikes on the Parties' respective Property.

Joint Licensing Program shall mean a common program that has been, is or will be adopted by Urbana, Champaign, and the University for the common establishment and enforcement of ordinances, rules, regulations, and/or terms and conditions of the aforesaid jurisdictions concerning

Bike Companies' deployment of and Users' operating and parking of Dockless Bikes on the said Parties' Property.

Lead Agency shall mean one of the Parties who, by reason of the IGA, has or will have overall and day-to-day administrative and operational responsibility for the Joint Licensing Program.

License shall mean a permit issued by the Lead Agency that legally grants authority to a Bike Company to deploy its Dockless Bikes and which allows Users to operate and/or park that Bike Company's Dockless Bikes on the Parties' Property.

Parties shall mean the signatories to the IGA. *Party* shall mean a generic reference to any one of the signatories to the IGA.

Regulation shall mean any ordinance, policy, rule, term, and/or condition promulgated by Urbana, Champaign, and/or the University (including those in a Concession Agreement), as the case may be, regarding the deployment of Dockless Bikes by Bike Companies and Users' operation and parking of Dockless Bikes on the Parties' Property.

Property shall mean any and all public streets, sidewalks, alleys, parking lots, and other real property that is dedicated or commonly used for pedestrian, bicycle or vehicular traffic (commonly referred to as "public right-of-way" or "right-of-way") or other public purposes and uses, including, but not limited to, utility easements and other easements that are dedicated to a Party for public purposes.

University shall mean the Board of Trustees of the University of Illinois and the University of Illinois Urbana-Champaign campus as such context suggests.

Urbana shall mean the City of Urbana, Illinois.

User shall mean any individual who operates and/or parks a Bike Company's Dockless Bike on any of the Parties' Property.

Sec. 23-301. – Purpose of Joint Licensing Program.

The Parties recognize and agree that the operation and/or parking of Dockless Bikes cannot reasonably be limited to any one Party's Property regardless of where a Bike Company deploys its Dockless Bikes. Once deployed, Dockless Bikes will likely be used and parked on all the Parties' Property at one time or another. Therefore, the Parties have entered into the IGA regarding the mutual promulgation and enforcement of minimal Regulations while retaining for themselves certain autonomy to adopt their own Regulations concerning the use and parking of Dockless Bikes on the Parties' respective Properties. This article is intended to regulate the deployment, operation and parking of Dockless Bikes on Urbana Property only.

Sec. 23-302. – Lead agency.

By reason of the IGA and pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Parties have delegated to one of them the authority to serve as the Lead Agency for purposes of managing the day-to-day affairs of the Joint Licensing Program consistent with the IGA. Except as otherwise provided in this article, Urbana authorizes the Lead Agency to undertake the following actions on Urbana's behalf:

- (a) Develop procedures, whether by Regulation or otherwise, concerning the application for and issuance of Licenses to duly qualified Bike Companies that seek to deploy Dockless Bikes and allow Users to operate and park Dockless Bikes on any of the Parties' Property.
- (b) Charge and collect from each Bike Company applicant a non-refundable application fee in such amount as the Parties agree, one quarter (1/4) of which the Lead Agency will remit to Urbana.
- (c) Direct each Bike Company to which a License is issued to post a security deposit with each Party in such amount as the Parties agree prior to allowing the Bike Company to begin deploying its Dockless Bikes.
- (d) Coordinate with the Parties jointly and separately to address concerns that one or more of them express regarding the licensing and regulation of Bike Companies and Users.
- (e) Develop and implement policies and procedures for the disciplining of Bike Companies that violate any of the Parties' Regulations.
- (f) Carry out any lawful recommendation by a Party to suspend for a specified period of time or revoke a Bike Company's License.
- (g) Collect from each Bike Company licensee certain data and distribute the same to the Parties. Advise each Bike Company that any data required to be provided to the Lead Agency shall be shared with the Parties and that such data may be made available to the public through one or more Parties' websites or through some other means as a Party deems reasonable and appropriate. Advise each Bike Company that any data which it provides to the Lead Agency and which the Lead Agency disseminates to any Party may be subject to production to a person who requests any or all of such data pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*).
- (h) Review the overall operation and effectiveness of the Joint Licensing Program and provide a written summary of such findings to the Parties on an at least once a year basis.
- (i) Undertake such other action as the Parties, may from time to time, delegate to the Lead Agency.

Sec. 23-303. – License required.

- (a) No Bike Company shall deploy or allow Users to operate or park any of its Dockless Bikes on Urbana's Property without first having secured a License from the Lead Agency. A Bike Company shall be required to maintain its License in full force and effect at all times the Bike Company deploys or allows Users to operate or park any of the Bike Company's Dockless Bikes on any Party's Property.
- (b) A License issued to a Bike Company and any renewal thereof shall be valid from the date of issuance or renewal, as the case may be, to June 30 of the immediate following year.
- (c) Each Bike Company's submission of a License application to the Lead Agency shall include a non-refundable application fee in the amount set by the Lead Agency and the Lead Agency shall remit to Urbana one-quarter (1/4) of the said fee.
- (d) Each Bike Company that obtains a License shall remit to Urbana a security deposit in the amount agreed upon by the Parties pursuant to the IGA.
 - (1) The Bike Company's security deposit shall be tendered in the form of immediately available funds. Surety bonds, performance bonds, letters of credit, promissory notes, or the like will not be acceptable forms of security.
 - (2) Urbana, in its sole discretion, may deduct from a Bike Company's security deposit in order to –
 - a. reimburse itself for any Expense Urbana incurs for enforcing that Bike Company's compliance with this article; and/or
 - b. pay any fine assessed by Urbana against the Bike Company for that Bike Company's violation of any part of this article.
 - (3) In the event Urbana deducts any amount from a Bike Company's security deposit as provided in subsection (d) of this section, Urbana shall provide written notice to the Lead Agency and the Bike Company of –
 - a. the reason for such reimbursement or fine payment;
 - b. the date when such reimbursement or fine was paid from the security deposit;
 - c. the amount of such reimbursement or fine;
 - d. in the case of a reimbursement, how such reimbursement was calculated;

- e. the amount of the security on hand after deducting the fine and/or reimbursement therefrom, and
 - f. a request that the Bike Company replenish its security deposit as provided for in subsection (4) of this section.
- (4) In the event that Urbana deducts any amount from a Bike Company's security deposit as provided in subsection (d)(2) of this section, the Bike Company shall replenish the security deposit within seven (7) days of receipt of the notice provided for in subsection (d)(3) of this section. Such replenishment shall bring the then current security deposit on hand with Urbana to the security deposit amount which then current Bike Companies must tender to Urbana when applying for a new or renewing an existing License, whichever amount is larger.
- (5) At least twenty-one (21) days prior to the expiration of a Bike Company's License, Urbana shall notify the Lead Agency if the Bike Company's security deposit posted with Urbana is less than the amount which the Bike Company is required to post and maintain with Urbana.
- (6) No Bike Company's License to deploy or allow Users to operate and/or park Dockless Bikes in Urbana shall be renewed until the Bike Company has replenished in full its security deposit with Urbana as hereinbefore provided.
- (7) If at any time any amount is due and owing to Urbana by a Bike Company that exceeds the amount of the security deposit then on hand with Urbana, the Bike Company, in addition to replenishing its security deposit, shall tender to Urbana such excess amount then due and owing.
- (8) Urbana, after applying any sums then due and owing to Urbana, if any, shall refund so much of a Bike Company's security deposit that remains within sixty (60) days of any of the following events:
- a. the revocation of a Bike Company's License;
 - b. the expiration, without renewal, of a Bike Company's License;
 - c. the Bike Company's cessation of all operations in Urbana, Champaign or the University, whether voluntarily or involuntarily; or
 - d. the Parties' termination of the IGA.
- (9) Notwithstanding the foregoing, nothing in subsection (d) of this section shall be construed as limiting Urbana's rights to recover from a Bike Company any sums

due and owing by that Bike Company that arise out of Urbana's enforcement of this article.

- (10) Urbana shall not use one Bike Company's security deposit to reimburse itself for any Expense or fine required to be paid or reimbursed by another Bike Company.
- (e) This article shall not apply to any person that provides a bike share fleet in conjunction with that person's operation of an apartment building, hotel/motel, academic unit, or place of employment for exclusive use by that entity's tenants, guests, or employees, as the case may be.

Sec. 23-304. – Insurance.

- (a) Prior to deploying or allowing any User to operate and/or park a Bike Company's Dockless Bike, the Bike Company shall provide Urbana with one or more certificates which indicate that the insurance in the coverage amounts specified below is in full force and effect and that Urbana is named as an additional insured and certificate holder of that Bike Company's insurance.
- (b) Each Bike Company's insurance coverage shall be equal to or in excess of the following:
 - (1) General liability coverage: \$1,000,000 per occurrence and in the aggregate which shall cover all Dockless Bikes and their operation and/or parking on any Party's Property with coverage for personal injury, bodily injury and property damage.
 - (2) Workers' compensation: Coverage that is compliant with all applicable State of Illinois statutes and regulations concerning worker's compensation insurance.
 - (3) Vehicle insurance: Coverage of \$100,000 per injury and \$300,000 in aggregate; and
 - (4) Such other insurance coverage that the Lead Agency shall require.
- (c) If a Bike Company intends to use any umbrella liability policy to satisfy some or all of the coverage limits required by this section, such umbrella coverage shall be as broad as the primary insurance coverage and without any limitations that are not present in such primary insurance policy or policies.
- (d) If the Bike Company intends to use a self-insured retention/deductible program, the Bike Company must provide detailed written evidence of the Bike Company's self-insurance retention program and/or deductible limits, as the case may be, and which are approved by the Lead Agency. The Bike Company shall provide Urbana with a writing signed by the Lead Agency which demonstrates that the Lead

Agency has approved the Bike Company's self-insured retention/deductible program.

- (e) All insurance coverages required by this section shall remain in full force and effect at all times the Bike Company deploys and allows Users to operate and/or park its Dockless Bikes on any of the Parties' Property.

Sec. 23-305. – Deployment of Dockless Bikes.

The maximum number of Dockless Bikes that a Bike Company may deploy in the Parties' jurisdictions at any one time shall be no greater than as provided by agreement of the Parties.

Sec. 23-306. – Dockless Bike safety.

Each Bike Company shall –

- (a) provide the Lead Agency with a written representation, warranty or, in lieu thereof, one or more certificates that the Dockless Bikes it intends to and will deploy or allow to be operated or parked on Urbana's Property meet the safety standards outlined in the Code of Federal Regulations, Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles and the safety standards outlined in ISO 43.150 – Cycles, subsection 4210; and
- (b) assure that each Dockless Bike deployed, operated and or parked on any Party's Property has a front white light and a rear red light that are in good working order at all times; and
- (c) inform, through an application (commonly referred to as an "app") accessible from a smartphone or similar mobile device, Users of the proper operation of its Dockless Bikes, Dockless Bike locking and unlocking procedures, and the Parties' respective Dockless Bike parking restrictions; and
- (d) remove any of its improperly parked Dockless Bikes within three (3) hours of notification during the peak periods hereinafter provided and within twelve (12) hours of notification during off-peak periods; with peak periods including:
 - Monday through Thursday: 8:00 a.m. – 6:00 p.m.
 - Friday: 8:00 a.m. – 10:00 p.m.
 - Saturday: 12:00 noon – 10:00 p.m.
- (e) provide a method for both its Users and non-Users to notify the Bike Company of its unsafe, damaged and/or improperly parked Dockless Bikes, including, but not necessarily limited to, placement of the Bike Company's local telephone number and website address on each of the Bike Company's Dockless Bikes; and

- (f) immediately deactivate its unsafe and damaged Dockless Bikes upon notification and confirmation of such condition and shall remove such Dockless Bikes within the time periods provided in subsection (d) of this section; and
- (g) maintain a local contact available during the hours of 8:00 a.m. through 6:00 p.m., Monday through Friday, and provide each Party with the Bike Company's local contact information which shall, at a minimum, include contact person's name, physical address, telephone number, and e-mail address which can be contacted by a Party during the aforesaid working hours; and
- (h) provide, on a 24-hour, 365 days basis, a means for Users, non-Users and the Parties to leave voice and electronic messages during times when the Bike Company's contact is unavailable.

Sec. 23-307. – Data requirements.

Each Bike Company, on a monthly basis, shall provide the Lead Agency with such aggregate data as the Parties agree should be provided and such data shall provided in the manner requested, for the time period specified, on a date specified by the Lead Agency.

Sec. 23-308. – Parking of Dockless Bikes.

- (a) The City Engineer shall have the authority, from time to time, to designate those areas on Urbana Property where Dockless Bikes may be parked. The City Engineer shall provide written notice to the Lead Agency and to each Bike Company that has applied for a License of the Urbana Property where Dockless Bikes may be parked on Urbana Property, or in the alternative where Dockless Bikes may not be parked.
- (b) Dockless Bikes may not be parked on –
 - (i) Urbana Property unless such Property has been designated as available for parking Dockless Bikes; and
 - (ii) private property without the private property owner's consent or that owner's tenant's consent.
- (c) Urbana shall have the right and authority to remove or relocate, at the Bike Company's Expense, any Dockless Bike that –
 - (i) is improperly parked if the Bike Company fails to remove or relocate its Dockless Bike to a place designated for Dockless Bike parking as provided in subsection 23-306(d) of this article; or

- (ii) is parked in a manner that threatens public life, health or safety without waiting for the applicable time period provided in subsection 23-306(d) of this article to expire.
- (d) Notwithstanding anything to the contrary contained in this article, a private property owner shall have the right and authority to designate where on the owner's private property Dockless Bikes may be parked. If no such designation is made, the private property owner shall be to prohibit the parking of Dockless Bikes on the owner's property. In the event a private property owner elects not to allow the parking of Dockless Bikes on that owner's private property or the owner finds a Dockless Bike parked on the owner's property in a place other than that which has been designed for the parking of Dockless Bikes, the owner shall have the right to relocate the Dockless Bike to any part of Urbana's Property where Dockless Bike parking is permitted. Notwithstanding anything to the contrary contained in this article, a private property owner shall have the right to dispose of any Dockless Bike improperly parked on the owner's property if, after giving notice to the Bike Company and the passage of the applicable time limits provided in subsection 23-306(d) of this article, the Bike Company fails to remove its Dockless Bike from the owner's private property.
- (e) Without notice to the Bike Company, any person may relocate to the closest area where Dockless Bike parking is permitted on Urbana Property any Dockless Bike which is found to be improperly parked or where such Dockless Bike reasonably presents a threat to human life, health or safety.

Sec. 23-309. – Indemnification.

Any Bike Company that deploys and/or allows one or more Users to operate and/or park said Bike Company's Dockless Bikes on Urbana's Property shall be deemed to indemnify, hold harmless and defend Urbana from and against any and all actions, causes, claims, liabilities, judgments, damages, rights, or remedies asserted against Urbana or any of its elected or appointed officers, employees, agents, representatives, successors, and assigns which arise out of or are directly or proximately caused by any intentional, willful, wanton, grossly negligent, or negligent act, omission or wrongdoing by that Bike Company or any of its officers, directors, managers, employees, agents, representatives, and/or assigns. Each Bike Company applying for a License shall execute an indemnity agreement which may be part of or which accompanies the Lead Agency's application for License.

Sec.23-310. – License suspension, revocation, fine; appeal.

- (a) For any Bike Company's violation of this article, Urbana may
 - (1) impose a fine in a specific amount; and/or [you may want to put them on notice of the penalty range here or reference the section in which you do, and/or indicate whether each day of violation (may/shall) be considered a separate offense]

- (2) recommend to the Lead Agency that the Bike Company's License be suspended for a specified period of time; or
 - (3) recommend to the Lead Agency that the Bike Company's License be revoked.
- (b) Prior to the imposition of any fine on a Bike Company or making a recommendation to the Lead Agency to suspend a Bike Company's License for a specific period of time or revoke a Bike Company's License, the City Engineer shall provide written notice of violation to the Bike Company which shall include –
 - (1) the nature of the alleged violation and the date, time and location where the alleged violation occurred or was observed as occurring, as the case may be;
 - (2) the specific section of this article which has been violated;
 - (3) a statement that the Bike Company may request a public hearing before the City Engineer and that any such request must be made in writing and received by the City Engineer within fourteen (14) calendar days of the date of the notice of violation; and
 - (4) a statement that the Bike Company may have legal counsel represent its interests at such public hearing.
- (c) If the Bike Company wishes to have a public hearing, the Bike Company must send a written request for such hearing to the City Engineer and that request must be received by the City Engineer no later than fourteen (14) calendar days following the date first appearing on the Bike Company's notice of violation. If a public hearing is requested, the City Engineer shall notify the Bike Company and its attorney, if any, of the date, time and location of such public hearing.
- (d) If a Bike Company has timely requested a public hearing, the City Engineer shall notify the Bike Company of the date, time and location when the hearing shall occur. At such public hearing, Urbana shall present such information as is relevant to the allegations stated in the notice of violation and the Bike Company, whether directly or through its attorney, may present information to rebut such allegations. The participants shall be entitled to make brief opening and closings statements, present such evidence as may be relevant to the disposition of the matter, and have the opportunity to cross-examine the other participant's witnesses. Neither the City nor the Bike Company shall be bound by the formal rules of evidence.
- (e) Within no more than fourteen (14) calendar days following the public hearing provided for in subsections (c) and (d) of this section, the City Engineer shall provide the Bike Company with a written determination on the matter. The written determination shall inform the Bike Company that:

- (1) If a fine will be imposed on the Bike Company, the amount of such fine.
 - (2) If the City Engineer concludes that the Bike Company's License should be suspended for a period of time, the City Engineer will so advise the Lead Agency.
 - (3) If the City Engineer concludes that the Bike Company's License should be revoked, the City Engineer will so advise the Lead Agency.
 - (4) The Bike Company has a right to appeal to the Mayor the City Engineer's adverse determination and if the Bike Company elects to do so, that a written notice of appeal must be received by the City Engineer no later than fourteen (14) calendar days following the date first appearing on the City Engineer's written determination.
 - (5) If the Bike Company fails to provide the City Engineer with a timely notice of appeal, the City Engineer's decision will become final.
- (f) If the City Engineer receives a timely request to appeal from the Bike Company or its attorney, the Mayor or the Mayor's designee, other than the City Engineer, shall schedule a hearing on the appeal. The Mayor shall send a written notice of the date, time and location when the appeal hearing will be held and that the Bike Company may be represented by an attorney at such appeal hearing.
- (g) The Mayor shall conduct the appeal hearing at the date, time and location provided for in the Mayor's notice to the Bike Company. At such appeal hearing, Urbana and the Bike Company shall be heard insofar as whether the City Engineer's adverse determination should be vacated or modified. Neither participant in the appeal shall be permitted to present evidence not presented during the public hearing before the City Engineer. Within fourteen (14) days of completion of the appeal hearing, the Mayor shall notify the Bike Company of the Mayor's determination which may be affirmance, vacating or modifying the City Engineer's determination.
- (h) The City Engineer's or the Mayor's determination, as the case may be, shall be deemed final.
- (i) If the City Engineer's or the Mayor's determination, as the case may be, recommends that the Bike Company's License be suspended or revoked, the City Engineer shall notify the Lead Agency of such outcome. Pursuant to the IGA, the Lead Agency shall suspend or revoke the Bike Company's License as recommended by Urbana.
- (j) If the City Engineer's or the Mayor's determination, as the case may be, is that a fine be imposed on the Bike Company, Urbana shall have the right to pay such fine from the Bike Company's security deposit as provided in section 23-303(d) of this article. If the Bike

Company's security deposit on hand at the time the fine is assessed is insufficient to pay the fine in full, Urbana shall have the right to pursue any and all remedies which are available to Urbana including, but not necessarily limited to, initiating and maintaining an action in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois to collect payment of such fine.

Sec. 23-311. – Compliance with local traffic code and State of Illinois law.

Users of Dockless Bikes shall comply with Urbana's Local Traffic Code (Urbana City Code Chapter 23) and the laws of the State of Illinois pertaining to the operation of bicycles generally. The penalties for a User's operation of a Dockless Bike in violation of Urbana's Local Traffic Code and/or the laws of the State of Illinois pertaining to the operation of bicycles generally shall apply to Users of Dockless Bikes.

Sec. 23-312. – Fine amount.

A fine may be imposed on a Bike Company of no more than \$100 for each day the violation existed after having been notified of the violation.

Section 23-313. – Authority to regulate; sunset provision.

- (a) In the event that the Lead Agency fails or declines to undertake one or more of its duties as provided in the IGA, Urbana shall have the authority to undertake each such duty regarding Bike Companies' deployment of and Users' operation and/or parking of Dockless Bikes on Urbana Property.
- (b) Urbana retains the authority to regulate Bike Companies' deployment of and Users' operation and parking of Dockless Bikes on Urbana Property to the extent any such Regulation does not directly conflict with the terms and conditions contained in the IGA so long as the IGA remains in full force and effect and Urbana remains a Party thereto.
- (c) This article shall automatically sunset, absent action by the Urbana City Council to the contrary, at the earlier of –
 - (1) The Lead Agency elects to no longer serve as Lead Agency and the Parties fail to agree on another Party to serve as Lead Agency; or
 - (2) A Party withdraws from the IGA; or
 - (3) The IGA expires without renewal; or
 - (4) The Parties agree to terminate the IGA before it otherwise may expire.

- (d) Nothing in this section shall be interpreted as limiting Urbana's right and authority to continue regulating Bike Companies' deployment of and Users' operation and parking of Dockless Bikes on Urbana Property in the manner provided for in this article or as the Urbana City Council otherwise deems appropriate in a duly approved ordinance.