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MAY 21, 2019

ROLL CALL
- 3:00 p.m.
- Report of the City Clerk of the City Council, re: Posting of Agenda. The Agenda for the May 21, 2019 Special Public Meeting of the City Council was posted on Thursday, May 16, 2019 on the Bulletin Board Outside City Hall.

A SPECIAL PUBLIC MEETING of the City Council is hereby called to meet at 3:00 p.m. on Tuesday, May 21, 2019, in the City Council Chamber, City Hall, 613 E. Broadway, 2nd Floor, Glendale, CA 91206 to Consider the Following item(s) of Business, to Wit;

1. Director of Community Development, re: Update on Shared Mobility Pilot Program: Issuance of Request for Proposal (RFP) for Shared Mobility Pilot Program
   a. Resolution Authorizing the Issuance of RFPs

2. Director of Community Development, re: Public Hearing on Design Review Board (DRB) Case No. PDR 1900634, Located at 275 West Lexington Drive, to Install a Proposed Mural on One of the On-Site Buildings
   a. Motion to Approve the DRB Application with Conditions

ADJOURNMENT
Members of the public may address the City Council regarding any item in this notice. Service of the above Call for a Special Public Meeting of the City Council, at the time and place above designated, is hereby acknowledged, and the Notice required by Government Code Section 54956 is hereby waived:
Hour: _____ a.m./p.m., this _____ day of ________________________, 20__.
By ___________________________ Title: City Council Member

Ardashes Kassakhian, City Clerk
AGENDA ITEM
Update on Shared Mobility Pilot Program: Issuance of Request for Proposal for Shared Mobility Pilot Program.

1. Resolution Authorizing the Issuance of Request for Proposals - Shared Mobility Pilot Program

COUNCIL ACTION
Public Hearing □  Ordinance □  Consent Calendar □  Action Item □  Report Only □
Approved for May 21, 2019 calendar
RECOMMENDATION

Staff recommends that the City Council approve the attached resolution authorizing staff to release a Request for Proposals (RFP) for the Shared Mobility Pilot Program and provide direction regarding the draft ordinance.

BACKGROUND/ANALYSIS

On December 18, 2018, staff presented to the City Council a report on shared mobility and the opportunity for a pilot program. The following is a summary of that report:

Shared mobility devices such as bicycles, electric bicycles, and electric scooters have emerged as a popular means of mobility. Many of the cities in the Southern California region have implemented or are considering implementing shared mobility programs, including Los Angeles, Burbank, and Pasadena. Recognizing that these programs have expanded to the borders of Glendale, developing a shared mobility pilot program provides the City an opportunity to regulate and control these devices to prevent them serving as a nuisance and to successfully integrate them into the existing transportation network. Regulations and a pilot program will allow the City to control risks while enabling the City to learn how this mode of transportation can potentially meet city mobility and sustainability goals.

Implementation of a pilot program will allow staff to evaluate whether a dockless shared mobility program can be implemented as an alternative mode of transportation in Glendale on a permanent basis in the future. Evaluation findings will be based on the demonstrated ability by the vendors to operate and maintain a shared mobility system throughout the city under compliance with the rules and regulations developed for the program. The pilot program will inform the development of long-term policy solutions to expand sustainable mobility options equitably while protecting public safety on city streets and sidewalks.

Shared mobility vendors have indicated that the City of Glendale is a desirable market for new mobility options. This interest is derived from the City's geographic proximity to Los Angeles, Burbank, and Pasadena as well as its designation for commercial activity and employment nodes. A pilot program of e-bicycles and e-scooters would allow the City to further examine and understand:

- The impacts of shared mobility on reduction of automobile trips;
- The impacts of shared mobility on Glendale's parks, Streets, sidewalks, public spaces, and privately-owned property;
- Public perception of the program;
- The role of shared mobility devices in expanding range and connectivity for those with limited mobility options; and
- The relationship of shared mobility options to other transportation options such as cycling walking and transit.

Establishing a pilot program will allow the City to collaboratively and flexibly develop an effective model to regulate these new transportation options to ensure effective compliance with applicable laws and to promote a healthy integration into the City's existing transportation infrastructure.
Shared mobility devices present an opportunity to introduce more diverse transportation solutions that will fit within existing infrastructure. Simultaneously, this emerging technology has posed safety risks. It is the intent of the standards and regulations to mitigate these risks and to promote a safe multi-modal alternative. The one-year pilot program aims to promote safe use and considerate parking of the devices, as well as encourage equity in access and distribution of devices.

**Standards, Regulations and RFP**

Per Council direction, staff has developed standards and regulations that would guide and direct the operators selected as part of the RFP process for a pilot program. Staff recommends that the standards and regulations be authorized to guide the pilot program so that modifications can be made in the event of unforeseen circumstances. These standards and regulations address key elements such as:

**Service Area**
Staff recommends the devices be distributed to a limited geographic area. The deployment and use of the devices must be in accordance with state and local laws and regulations. This service area should include Downtown Glendale and Tropico center in order to provide connectivity between Glendale’s commercial activity and employment node and the Larry Zarian Transportation Center. This will assist in providing a solution to the first/last mile connectivity challenge while diversifying mobility options for residents, employees and visitors to Glendale. Significant locations such as Central Park and the Americana at Brand will not be included as service or parking areas. The proposed service area is included as Exhibit 1.

**Schedule**
Staff recommends a pilot program of 12 months. This will allow time for users of all modes to become familiar with the devices and their integration with the transportation network, and to develop a series of measureable habits and behavior. Staff also recommends an early termination option in the event of unforeseen circumstances or if the program is not as successful as anticipated. Formal evaluation of the pilot program will begin at 9 months, and conclude with a report to City Council to determine if a permanent program should be established.

**Operating Hours**
Staff recommends that operating hours be established during the pilot program. This will ensure that vendors will have the opportunity to collect, repair, recharge, and redistribute the devices prior to each day. Staff recommends that the service start at 6:00 am and terminate at 11:00 pm each night, and could be adjusted during the pilot program.

**Fleet and Vendor Size**
Staff recommends the size of the device fleet not to exceed 1,000 devices, with no more than 750 of the devices being e-scooters at the launch of the program. Staff recommends that adjustments to the fleet size may be allowed after 90 days, to accommodate higher levels or ridership, or to curb unforeseen negative consequences. Staff also recommends that the number of devices be distributed to no more than two vendors during the pilot program.
Revenue Sharing
Staff recommends that a revenue sharing system be established on a per device structure. This revenue sharing is currently proposed as one dollar per day per device, which would generate approximately $365,000 dollars in revenue during the term of the pilot program. The revenue received should be allocated to cover staff expenses to monitor and manage the system and to improve infrastructure for pedestrians and cyclists. Vendors have to pay for the costs.

Incentive or Penalty System
Staff recommends that the City work with vendors to establish a reward or penalty system to encourage good behavior. This could be established as fines to users who violate rules and codes of conduct, or through discounted or free usage for positive behavior.

Parking Hubs
Staff recommends that parking hubs be established to ensure safety and protection for all transportation modes. Staff will work with vendors and stakeholders to identify locations for parking hubs to ensure clear public rights of way, optimal ridership and connectivity, and continuity with surrounding businesses, stakeholders, and residents. These hubs could be identified virtually or through temporary pavement surface markings.

Clean Up, Redistribution, and Recalibration
Staff recommends that the vendors provide a means to ensure rapid collection of devices that are in violation of established rules and conduct. This will include a means to report and a defined response time by the vendor. Staff also recommends that the vendors recalibrate the distribution of devices each evening to ensure equitable distribution across the service area.

Engagement
Staff recommends that vendors conduct an outreach and engagement program for Glendale which includes marketing, education, and safety outreach, regarding applicable local and state laws.

Data
Staff recommends vendors to describe in how they will collect data of ridership, and how the data will be accessible and visible to the City, including data availability, specifications, and content. This data must secure the privacy and rights of the individual users while providing information that allows staff to evaluate frequently used routes, distribution of devices, and potential improvements to infrastructure.

Insurance and Indemnity
Among other insurance requirements, staff recommends general liability coverage of $10,000,000 per occurrence for bodily injury claims. Staff also recommends a broad indemnity provision. The insurance requirements and indemnity provision are more fully set forth in Section 7 of Exhibit 2 of this Report.
The insurance requirements and indemnity provision are set forth in full in Section 7 of Exhibit 2.

Additionally, all pilot program operators must actively engage with city staff to resolve issues and to develop solutions to improve service performance throughout the duration of the pilot program. Operators shall be responsible for clearly communicating operational adjustments to the city, promptly responding to city inquiries and requests, addressing public complaints, and resolving any operational issues that may arise.

**Draft Ordinance**

Staff has also developed a draft ordinance that would guide the pilot program while also limiting the total number of operators within the city. The draft ordinance (Exhibit 3) would authorize the pilot program, including the option for early termination, while limiting the authorized operators to only those selected as part of the RFP process.

If Council approves the language of the draft ordinance, the introduction of the ordinance would occur at a subsequent City Council meeting, followed by adoption in 30 days.

**Selection Process, Pilot Program, and Reporting**

Should City Council authorize issuance of the RFP and adoption of the corresponding standards and regulations regarding dockless e-scooters and e-bicycles in Glendale, an agreement with the most competitive vendors will be presented for Council approval.

The RFP process will include the selection of no more than 2 operators to provide mobility share service for Glendale. Vendors will be evaluated based on their ability to satisfy the RFP requirements, including insurance and indemnification, and the standards and regulations established by the city.

Proposers will be evaluated by a multi-disciplinary team from the City that includes Community Development, Public Works, City Attorney's Office and Police Department.

The selected operators will then be required to participate in a public engagement process in advance of the launch of the pilot program. This will include safety and education initiative campaigns, a public open house and demonstration of their devices, and the distribution of any education material and safety elements as defined by the City.

Following the launch of the program, staff and the operators will closely monitor the program for the first 90 days and provide adjustments to fleet size, operating hours, parking, and distribution as necessary. During the subsequent months staff will return to Council to provide updates on the programs performance and any modifications, provided they remain within the realm of the standards and regulations, as necessary. The city will retain the right to terminate the program early if it has proven to be unsatisfactory.

After 9 months of operating the pilot program, staff will begin assembling a report that will include safety information, usage, revenue sharing, public feedback, and routes. This information will be used to develop permanent regulations, if the Council desires, and a permitting system for long-term operation. At the conclusion of the pilot program, if Council deems the program has not been successful, the program will be terminated and an ordinance will be proposed to restrict operations of shared mobility within the city limits.
Changes to the Glendale Municipal Code

Currently Chapter 10 of the Glendale Municipal Code (GMC) states that:

“A. No person shall operate or use any skating or coasting device while:
   1. Upon any public roadway, alley, or sidewalk in an business district within the city;”

The GMC defines a skating or coasting device to be any skateboard, roller skate, scooter, coaster or other rolling or wheeled device that is self-propelled by human, motor or wind power. As such, if Council provides direction to move forward with the pilot program an ordinance would be introduced to modify the language to allow scooters to be used within bike lanes or designated bicycle routes.

Assembly Bill 1112

It is important to note that on February 21, 2019 Assembly Bill number 1112 was introduced that would limit a local jurisdiction’s ability to regulate shared mobility devices beyond that of a personally owned device. Staff is currently monitoring this Bill to understand its potential relationship to any regulations developed as part of the Shared Mobility Pilot Program, or if the program is not implemented.

NEXT STEPS

If Council directs the release of a Request for Proposals (RFP) for the Shared Mobility Pilot Program staff will monitor vendor compliance by collecting data as well as public responsiveness to determine whether to continue, modify or terminate the program; and provide a recommendation to the City Council regarding disposition of a permanent program.

FISCAL IMPACT

There is no fiscal impact associated with authorizing an RFP for the Shared Mobility Pilot Program. If a program is implemented, there will be costs to regulate and enforce a program, as well as revenues per device. Those figures will be estimated and presented as part of any proposal review process.

ALTERNATIVES

Alternative 1: The City Council may authorize staff to issue an RFP for Shared Mobility Pilot Program and provide direction regarding the draft ordinance.

Alternative 2: The City Council may decline to authorize issuance of an RFP for Shared Mobility Pilot Program. In this case, staff would return with proposed prohibitions on the use of shared mobility devices within the City, including penalties for violations.

Alternative 3: The City Council may consider any other alternative not proposed by staff.

EXHIBITS

Exhibit 1: Proposed Service Area Map
Exhibit 2: Proposed Standards and Regulations
Exhibit 3: Proposed Draft Ordinance
RESOLUTION NO. ________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENDALE, CALIFORNIA, AUTHORIZING THE DIRECTOR OF COMMUNITY DEVELOPMENT TO PREPARE AND ISSUE A REQUEST FOR PROPOSALS FOR A SHARED MOBILITY PILOT PROGRAM

WHEREAS, shared mobility devices such as bicycles, electric bicycles, and electric scooters have emerged as a popular means of mobility;

WHEREAS, many cities in the Southern California region, including Los Angeles, Burbank and Pasadena, have implemented or are considering implementation of shared mobility programs;

WHEREAS, on December 18, 2018, staff presented to the City Council a report on shared mobility and the opportunity for a pilot program;

WHEREAS, on May 21, 2019, staff returned to the City Council to present a report regarding a proposed shared mobility pilot program and a request for proposals process for selection of operators to participate in such a program;

WHEREAS, recognizing that these programs have expanded to the borders of Glendale, developing a shared mobility pilot program provides the City of Glendale with an opportunity to regulate and control these devices to prevent them from becoming a nuisance and to integrate them into the existing transportation network;

WHEREAS, implementation of a shared mobility pilot program and regulations will allow the City of Glendale to control risks while evaluating how this alternative mode of transportation can potentially meet mobility and sustainability goals on a permanent basis in the future;

WHEREAS, staff has developed standards and regulations that would guide and direct the operators that are selected through a request for proposals process for a shared mobility pilot program; and

WHEREAS, the Director of Community Development Department wishes to obtain authorization to prepare and issue a request for proposals to solicit proposals from operators for a shared mobility pilot program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE, THAT:

SECTION 1. The City Council, having reviewed and considered the May 21, 2019 staff report from the Director of Community Development, hereby authorizes and
directs the Director to prepare and issue a Request for Proposals consistent with such report to solicit proposals from operators to develop a shared mobility pilot program.

Adopted by the Council of the City of Glendale on this ___ day of ________, 2019.

__________________________
Mayor

ATTEST:

__________________________
City Clerk

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  

I, Ardashes Kassakhian, City Clerk of the City of Glendale, hereby certify that the foregoing Resolution No. _________________ was adopted by a majority vote of the Council of the City of Glendale, California, at a regular meeting held on the _____ day of ________________________, 2019, and that the same was adopted by the following vote:

Ayes:
Noes:
Absent:
Abstain:

__________________________
City Clerk

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2 of 2
CITY OF GLENDALE

SHARED MOBILITY PILOT PROGRAM PROPOSED TERMS FOR LICENSING AND OPERATING AGREEMENT

The herein below proposed standards, terms, conditions and requirements, in addition to other provisions, if approved by the City Council, will be incorporated into a licensing and operating agreement with the selected proposer(s) (the "Operating Agreement") to implement the Shared Mobility Pilot Program (the "Program").

1. **DEFINITIONS.**

A. "City" means the City of Glendale, California.

B. "Electric Bicycle" means a bicycle equipped with fully operable pedals and an electric motor of less than 750 watts.

C. "Motorized Scooter" means a scooter equipped with an electric motor.

D. "Shared Mobility Service" means provision of Vehicles as defined herein and required services associated therewith.

E. "Operating Agreement" means the Shared Mobility Pilot Program Operating Agreement.

F. "Operator" means the person or business entity that selected to participate in a Shared Mobility Pilot Program.

G. "Scooter" means a two-wheeled device with handlebars and a footboard designed to be stood upon while riding.

H. "Shared-Mobility Business" means a business owning, managing, or making available shared-mobility vehicles for hire. "Shared-Mobility Ridable" or "Vehicle" means for purpose of this Program a device available to person for renting on a self-service basis, including electric bicycles, motorized scooters,

I. "Service Area" means the area approved by the City Council for Vehicles during the Shared Mobility Pilot Program.

J. "Vehicle" refers to dockless shared mobility vehicle, which for purpose of this Program means Bicycles, Electric Bicycles and Electric Scooters.

K. "User" means a person or organization that buys a mobility service from the Operator.
K. “User” means a person or organization that buys a mobility service from the Operator.

2. OPERATION AND MAINTENANCE.

A. Vehicles

1) Specifications and Standards. Operator shall comply with the following:

a. Submit manufacturer's Vehicle specifications to the City;

b. All Vehicles shall at all times have operational brakes, head light, tail and side reflector, and security hardware.

c. Operator shall certify that all Vehicles meet the standards outlined in California Vehicle Code Section 407.5 and Article 5 [sections 21220 - 21235] as applicable, for the all Vehicles in the fleet;

d. All Vehicles shall be propelled by electric motors/batteries. No combustion engines are allowed;

e. All Vehicles shall be equipped with GPS and have a maximum speed of 15 mph; and,

f. All Vehicle batteries shall be UL certified.

2) Identification. Each Vehicle shall have a unique identifier that is readily visible to the User or any member of the public.

3) Information displayed on Vehicles shall include:

a. Contact information for the Users or members of the public to request Vehicle relocation, report Vehicles that are incorrectly, improperly or illegally parked, or other issues with the Vehicles.

b. The contact information shall include the following:

i) Toll-free phone number,

ii) E-mail address; and,

iii) A local or toll free number that can be used by subscribers, or the public who are not subscribers, to notify Operator using text (SMS) messaging.
B. Fleet Management and Maintenance

1) Each operator may deploy up to 500 Vehicles in the City in the initial deployment. Thereafter, when the average Vehicle utilization exceeds the threshold of three rides per day, Operator may submit a request, with supporting documentation, to the City to increase the number of Vehicles. The City reserves the right in its sole and absolute discretion, to approve or deny such request and/or change the average Vehicle utilization thresholds during the term of the Operating Agreement. City will conduct bi-weekly evaluations on the use of the Vehicles and may require the Operator to adjust the fleet size deployed in the City during the term of the Operating Agreement based upon the vehicle utilization threshold described above.

2) After the City approves a deployment, Operator shall request one week prior to the deployment of any additional Vehicles to the fleet. Operator shall work with City and submit to City for review a deployment map that indicates the intended deployment locations of Vehicles within the City.

3) Operator shall submit a weekly deployment map to the City that indicates the daily and weekly deployment locations of the Vehicles during the previous week.

4) Operator shall submit a Rebalancing and Maintenance Plan to City for review and approval that will provide details on how the Vehicles will be rebalanced and maintained. The plan shall be provided prior to the pilot program launch, and upon any changes proposed by the Operator or requests by the City.

5) Upon City request, Operator will attend an on-site meeting with City staff to discuss the program and provide a demonstration of any Vehicle that will be deployed prior to the initial deployment.

6) Operator shall affix its logo to each of its deployed Vehicles so that it is clearly visible and shall not allow other logos or advertisements to appear on any Vehicle.

7) Operator shall ensure each Vehicle is in working order, well-maintained, clean, and safe to be ridden.

8) Operator shall remove at all of its Vehicles from service at least once every 24 hours for inspection. Each deployed Vehicle must be
removed for at least three hours for each inspection.

9) Operator shall submit maintenance schedule and maintenance logs to the City on a bi-weekly basis.

10) All Vehicles must have an inspection certificate prior to Vehicle deployment. A copy of all Vehicle certifications must be provided to the City.

11) In the event a safety or maintenance issue is reported or identified for a Vehicle, that Vehicle must be removed from service and not redeployed until it receives an inspection certification.

12) Operator shall perform maintenance as needed but no less frequently than a monthly basis on the Vehicles that include the following:

   a. Check tire pressure (if applicable), and add air as may be needed, to recommended Pounds per Square Inch measurement;
   b. Check tightness of handlebars, headset bearings, and full handlebar range of motion (left to right);
   c. Check brake function (front and rear), and check grips for wear and brake levers for tightness and damage;
   d. Check bell for tightness and correct function;
   e. Check handlebar covers for damage and instruction stickers;
   f. Check battery for damage or wear;
   g. Check lights for function;
   h. Check reflectors to see if they are present, clean and undamaged;
   i. Conduct brief test ride to ensure overall correct function of Vehicle; and
   j. Clean scooter.

C. Operations

1) All Operators shall apply and pay for all applicable fees including a business registration certificate to operate within the City limits. Failure to comply with standards and regulations set for the operation of the program will result in the suspension or revocation of the Operator's certificate to operate in the City. If an Operator's business certificate is suspended or revoked, the City may direct the Operator to remove its fleet form the City's public right-of-way. Failure of removal will result in impounding of the fleet where the Operator will
be responsible for appropriate fees associated with obtaining its fleet back.

2) Operators shall obtain an encroachment permit for any kiosks, stations or racks that require the installation and maintenance within the public right-of-way.

3) Operators must verify and keep record of users’ age and possession of driver license per California Vehicular Code (CVC).

4) Operators shall at all times maintain a staffed operations center near the City to ensure facilities and Vehicles are maintained in compliance with this Agreement at all times and to respond to complaints.

5) Operators shall maintain a 24-hour customer service phone number for customers to report safety concerns, complaints, or to ask questions.

6) Operators shall provide a direct contact to a representative who is responsible for rebalancing the distribution of Vehicles.

7) Operators shall implement a City approved marketing and targeted community outreach plan at their own cost to provide information about the Pilot Program.

8) Operators shall work with local businesses or other organizations to promote the use of helmets by system users through partnerships, promotional credits, and other incentives.

9) Operator must provide and verify locations for users to have access to free helmets.

10) Operator shall maintain the following methods of communication for Users or members of the public to report safety concern, vehicle malfunctions/maintenance issue, illegal parking, complaints, or to ask questions or make relocation requests:

    a. Toll-free phone number,

    b. E-mail address; and,

    c. A local or toll free number that can be used by subscribers, or the public who are not subscribers, to notify Operator using text (SMS) messaging. Notifications by text or SMS shall be entered into a system for journaling and action by the appropriate Operator staff and shall be added into the appropriate reporting areas.
11) In the event a Vehicle is not relocated, re-parked, or removed within the 4 hours, or any Vehicle is parked in one location for more than 24 hours without moving, such Vehicles may be removed by City crews and taken to a City facility for storage at the expense of the Operator. Operator shall be responsible for the costs associated with impounding and storage of the Vehicle(s) which includes the hourly rate of City staff time and a storage fee.

16) If any City department or office incurs any costs addressing or abating any violations of this agreement or incurs any costs of repair or maintenance of public property, the Operator shall reimburse the City for such costs within thirty (30) days of receipt of an invoice detailing such costs.

3. DEPLOYMENT AND PARKING.

A. Operator shall obtain a license agreement to deploy Vehicles in the public right-of-way for use in the Service Area.

B. No Vehicles shall be deployed or parked on the street. No Vehicles shall be deployed or parked on blocks that do not have landscape/furniture zones that are at least three feet wide; or, if such space is not available, in such a manner as to impede pedestrian or motor vehicle access and normal operation of the public right-of-way. Landscape/furniture zone is defined as the area between the roadway curb face and the front edge of the walkway.

C. Vehicles shall be deployed or parked upright in the landscape/furniture zone of the sidewalk, beside a bicycle rack or in another area specifically designated for bicycle parking.

D. Vehicles shall not be deployed or parked in such a manner as to:

1) Impede the regular flow of travel in the public right-of-way or the clearance on sidewalk needed for American Disability Act (ADA) compliance;

2) Violate California Vehicle Code section 21235(i) or the Glendale Municipal Code;

3) Impede or interfere with the access to parked vehicles and parking meters/pay stations;

4) Block any fire hydrant, call box, or other emergency facility; or utility
pole or box; or traffic signal controller cabinet;

5) Impede or interfere with the reasonable use of any bicycle rack or news rack; and,

6) Impede or interfere with the reasonable use of any commercial window display or access to or from any building or driveway, bike share stations, or bus stops.

7) Be parked on private property except as permitted by approval in Section 3H below.

E. Vehicles shall not be deployed or parked in the landscape/furniture zone adjacent to or within 48” of:

1) Transit zones, including bus stops, shelters, passenger waiting areas, benches, and bus layover and staging zones, except at existing bicycle racks;

2) Loading zones;

3) Disabled parking zone, or any other accessible route that would otherwise create a barrier to accessibility;

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

5) Curb ramps;

6) Entryways;

7) Driveways; and,

8) Parklets.

F. Vehicles shall not be deployed or parked at the corners of sidewalks nor at any crosswalk, curb ramp, or within any feature that serves as an accessible element such as landings, areas of refuge, detectable warning surfaces, or any other physical feature that may be required for mobility. Vehicles shall not be deployed or parked within 15 feet of street corner pedestrian ramps.

G. The City reserves the right to determine certain blocks where Vehicle
deployment or parking is prohibited or to create stations with defined boundaries within certain areas where Vehicles shall be deployed or parked.

City will work in good faith with Operator to determine and locate stations so as to be convenient for public access. Where it is determined to create a visible station, the Operator will work with the City and obtain approval to identify locations and install temporary pavement markings such as vinyl applications.

H. To the extent Operator desires to deploy or park Vehicles in areas other than the public right-of-way (e.g. parks, plazas, parking lots, private property, or transit stations), the Operator must first obtain the right to do so from the appropriate City department, property owner, or public agency and shall communicate this right to Users through signage approved by the respective entity and/or through a mobile or web application.

I. Operator shall inform Users and people responsible for deploying its Vehicles how to park or deploy the Vehicle correctly using all of its communication platforms. Operator shall provide City a "Parking Plan" on how they will incentivize Users and people responsible for deploying its Vehicles to park or deploy safely and correctly and will be responsible for passing on fees and disincentives for illegal parking.

J. Operator shall require Users to take and submit a photo of the parked Vehicle via the mobile application at the end of a ride. Operator shall monitor the submitted photos and take prompt actions to address Vehicle parking violations, within 4 hours of reported violation.

4. SAFETY, EDUCATION AND OUTREACH.

A. Operator shall educate Users about safe and courteous riding, proper parking, and all applicable regulations, including rules and requirements contained in this Operating Agreement.

B. Safety information shall be clearly posted on each Vehicle and in the mobile application.

C. Operator's website and mobile application shall have prominently displayed message that informs Users about applicable laws and regulations and require Users to agree to follow applicable rules before allowing them to unlock a Vehicle.

D. Operator shall host monthly education and awareness events in the City at its own cost. Operator shall notify the City of date and times of these events.
E. Operator shall work with local businesses or other organizations to promote the use of helmets by Users through partnerships, promotional credits, and other incentives.

F. Operator shall provide notice to all Users by means of signage or through a mobile or web application that:

1) Riding on the sidewalk is strictly prohibited;

2) Users must be minimum of 18 years old with valid Driver's License to operate Vehicle;

3) Users shall yield to pedestrians;

4) Vehicles must be parked in the permitted areas only;

5) Users shall ride responsibly;

6) When riding on-street, follow the rules of the road, following all motor-vehicle laws and applicable ordinances of the City;

7) Vehicles are to be ridden on streets, and where available, in bike lanes and bike paths;

8) Vehicles are to stay to the right of street lanes and to yield the right of way to bicycles in bike lanes and on bike paths; and

9) Vehicles are not to be used for racing, "stunts", or jumps.

   a. Operator must include a copy of its User agreement and privacy policies for review and approval by City. Operator must provide notice to the City regarding any changes to these terms of service, User agreements, or privacy policies for the duration of this Operating Agreement.

   b. Operator shall maintain, and make available 24 hours a day, seven days a week: (i) a multilingual website with languages to be determined in consultation with the City; (ii) a mobile application; and (iii) a call center that will respond to calls and SMS messages.
5. **DATA AND REPORTS.**

A. **System and Mobile Application**

1) Operator shall provide a publicly accessible mobile application that shows:
   
a. The current location of any available Vehicles; and;
   
b. The streets in the City that are within the Service Area for the use of the Vehicles as well as the streets where such use is not permitted.

2) Operator shall maintain the security of User Data as follows:
   
a. Users' personal information shall be protected using industry standard encryption, and user permission must be obtained in writing before sharing data with a third party.
   
b. Users' financial transaction information should comply with the Payment Card Industry Data Security Standards (PCI DSS).

B. **Data Sharing**

1) Operator shall work in good faith with the City to provide any and all data the City needs to evaluate the operation of Operator’s Shared Mobility Pilot Program in the City.

2) Raw data supplied by an Operator shall be held confidentially between the City and the Operator to the extent that is permitted by law. However, summaries, program utilization data, and trend data may be made public.

3) Data must be submitted in proper format through a secure file transfer method determined by the City.

4) Personally Identifiable Information on Users collected by Operators may not be transmitted to, processed or stored at a destination outside of the United States.

5) Vendors shall submit usage data to City staff at the end of each month during their operation in the City to allow staff to analyze the impacts of the program. This data will also allow City staff to review the need to increase the fleet if needed. A report containing the following...
information shall be submitted to the City at the beginning of each month:

a. Number of users in the program;
b. Number of trips total;
c. Number of trips per device;
d. Most popular pick up and drop of zones;
e. Number of devices serviced;
f. Trip data including trip origin and destination;
g. Report any injuries;
h. Report any contacts with Glendale Police Department; and
i. A heat map of all riders for the month.

6) The City is permitted to display real-time data provided and may publish Vehicle availability data to the public. Third parties are permitted to republish any data the City publishes.

7) Operator shall distribute a City-provided customer survey to Users in the last month of this Operating Agreement and shall provide City the anonymized raw survey data and a report on the survey results.

C. Reporting

1) Operator shall provide a weekly report that includes:

a. Daily and weekly sum of rides that originate, pass through and/or end at City.
b. Daily and weekly sum of Vehicles operate within/enter the City.

c. Average Vehicle utilization in the City. Operator shall work with the City to determine the formula for calculating the average Vehicle utilization.

d. Daily and weekly map of deployment locations in the City.

e. Anonymized trip data for trips that originate, pass through and/or end at City by Operator’s Vehicles. The trip data shall include the origin and destination, trip duration, route, date and time of trip.
f. Operator shall work with City in good faith, during the term of this Operating Agreement, to include the following data in the weekly report, subject to availability:

i) Safety reports on any collisions involving Operator's Vehicles occurred within the City boundaries.

ii) Aggregated repair information on Operator's Vehicles by type of repair on fleet deployed in the City.

iii) All reports on incorrect and illegal parking incidents in the City and Operator's response log.

iv) Data on how many of the User-submitted photos show a correctly parked scooter, incorrectly parked scooter and no photo taken.

v) Reports of unsafe operation of Vehicles by Users of Operator's service.

vi) Any other data as determined by the City.

2) Operator shall work with City in good faith to provide a monthly report that includes, subject to availability, maintenance activities and reported safety issues and collisions, including but not limited to device identifier and maintenance performed. Such records shall also be sent to the City within three business days of City's request.

3) Operator shall report the aggregated breakdown of users by gender and age.

a. Operator shall provide details regarding any changes to the maintenance and rebalancing plan one week before it goes into effect along with the weekly data report.

6. Operator shall work with City staff to coordinate the use of Vehicles and their deployment during special events (including, but not limited to, CicLAvia Cruise Night, and Taste Walk Glendale) and submit a special deployment plan two weeks prior to such events for City's review. City, in its sole discretion, reserves the right to prohibit the use of Vehicles during special events.
7. **INSURANCE AND INDEMNIFICATION.**

A. Operator shall comply with the City’s Insurance Requirements which are attached hereto as Attachment 1.

B. At its sole cost and expense, Proposer agrees to indemnify, defend, and hold harmless the City, its officers, elected or appointed officials, employees, agents, volunteers, and representatives from and against any and all claims, damages, losses, expenses, fines, penalties, judgments, demands, and defense costs (including, without limitation, actual, direct, out-of-pocket costs and expenses, and amounts paid in compromise, settlement, or judgment), and reasonable legal fees arising from litigation of every nature or liability of any kind or nature including, but not limited to, civil, civil rights claims, disability discrimination claims, criminal, administrative or investigative actions arising out of, in connection with, or which are in any way related to, Proposer’s submitting the Proposal, the City’s accepting Proposer’s Proposal, the City’s entering into an agreement or issuing a permit or license to Proposer in compliance with this RFP, or state, federal, or local laws, the process used by the City in making decisions, City’s issuance of a business registration certificate or decision to approve Proposer’s participation in the Shared Mobility Pilot Program, Proposer’s participation in the Shared Mobility Pilot Program, the Proposer’s (including its officers, managers, employees, contractors, agents, and volunteers) business conduct and operations, any violation of any laws by the Proposer (including its officers, managers, employees, contractors, agents, and volunteers) or its users, or any bodily injury including death or damage to property arising out of or in connection with any use, misuse, placement or misplacement of any of the Proposer’s device or equipment by any person, except such loss or damage which was caused by the sole willful misconduct of the City. Proposer will undertake all defenses at its sole cost and expense, and City shall reasonably approve selection of the counsel to represent City as proposed by Proposer.

This indemnity shall apply to all claims and liabilities regardless of whether any insurance policies of the Proposer, its affiliates or any other parties are applicable thereto. The policy limits of any insurance of Proposer, its affiliates or other parties are not a limitation upon the obligation of Proposer, including without limitation, the amount of indemnification to be provided by Proposer. The indemnification provisions of this section shall survive the termination of any Agreement between the City and Proposer regarding the Shared Mobility Pilot Program.
8. **ADVERTISING**

A. Operator shall not advertise or publish the City's endorsement of the program in Operator's marketing or promotional materials without the City's prior written consent. Consent must be obtained for each new campaign.

B. Operator shall not utilize its Vehicles for the sale or display of third party advertising.

9. **REVENUE SHARING.**

Operator shall remit one dollar per deployed vehicle per day to City until such time as modified by the City (the "Revenue Share"). Revenue Share payment shall be remitted on a monthly basis and shall reflect the prior month’s total Revenue Share. Payments must be received by the City no later than the 15th day of the succeeding month. All Revenue Share payments shall be made to the City of Glendale.

10. **RECORDS.**

A. Monitoring and Records. Operator will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements. The City shall maintain records of all actions taken pursuant to this Operating Agreement, and shall make records available to Operator for inspection, if requested.

B. Confidential Information. The City and Operator will use, restrict, safeguard and dispose of all information related to the Operating Agreement in accordance with all relevant state and federal and local statutes, regulations, policies, including, but not limited to, the California Public Records Act.
“WORKERS’ COMPENSATION” INSURANCE

1.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain—and shall require each of its Subcontractors to obtain and maintain—for the duration of this Agreement:

   (A) Complete Workers’ Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and

   (B) Employer’s Liability insurance in an amount not less than:

      (1) ONE MILLION DOLLARS ($1,000,000) per accident for bodily injury or disease;

      (2) ONE MILLION DOLLARS ($1,000,000) per employee for bodily injury or disease;

      and

      (3) ONE MILLION DOLLARS ($1,000,000) policy limit.

1.2 CONTRACTOR shall provide CITY with a “certificate of insurance” and a subrogation endorsement, “Waiver of Our Right to Recover From Others”—on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative—which fully meet the requirements of, and contain provisions entirely consistent with, this Agreement’s workers’ compensation insurance requirements.

1.3 CITY shall not be liable to CONTRACTOR’s personnel, or anyone CONTRACTOR directly or indirectly employs or uses, for a claim at law or in equity arising out of CONTRACTOR’s failure to comply with this Agreement’s workers’ compensation insurance requirements.
"COMMERCIAL GENERAL LIABILITY" OR "BUSINESSOWNERS LIABILITY" INSURANCE

1.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain—and shall require each of its Subcontractors to obtain and maintain—a "Commercial General Liability" or a "Businessowners Liability" insurance policy on an occurrence basis to fully protect CONTRACTOR and CITY from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives (collectively, "CITY AND ITS REPRESENTATIVES") as additional insureds.

1.2 Coverage afforded to CITY AND ITS REPRESENTATIVES must be at least as broad as that afforded to CONTRACTOR. If CONTRACTOR has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to CITY AND ITS REPRESENTATIVES. The insurance must be written for the limits of liability specified below:

(A) TEN MILLION DOLLARS ($10,000,000) per occurrence, or the full per occurrence limits of the policy—whichever limit is greater—for bodily injury (including accidental death) to any one person;

(B) TEN MILLION DOLLARS ($10,000,000) per occurrence, or the full per occurrence limits of the policy—whichever limit is greater—for personal and advertising injury to any one person;

(C) FIVE MILLION DOLLARS ($5,000,000) per occurrence, or the full per occurrence limits of the policy—whichever limit is greater—for property damage;

(D) TWO MILLION DOLLARS ($2,000,000) per claim for cyber liability and privacy; and

(E) TEN MILLION DOLLARS ($10,000,000) general aggregate limit, or the full aggregate limits of the policy—whichever limit is greater.

1.3 The liability insurance must include all major divisions of coverage and must cover:

(A) Premises Operations (including Explosion, Collapse, and Underground ['X,C,U'] coverages as applicable);

(B) Independent Contractors' Protective Liability;

(C) Products and Completed Operations (maintain same limits as above until five (5) years after: recordation of the Notice of Completion or final close-out of the Agreement);

(D) Personal and Advertising Injury (with Employer's Liability Exclusion deleted);

(E) Contractual Liability;

(F) Cyber Liability and Privacy - Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form; and

(G) Broad Form Property Damage.

1.4 CONTRACTOR shall provide CITY with a "certificate of insurance" and an "additional insured endorsement"—on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative—which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.
1.5 The "certificate of insurance" and an "additional insured endorsement" must state:

"The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City's insurance, or self-insurance, or both, will apply in excess of—and will not contribute with—this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage."
"BUSINESS AUTOMOBILE" LIABILITY INSURANCE

1.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— a "Business Automobile" insurance policy on an occurrence basis to fully protect CONTRACTOR and CITY from claims and suits for bodily injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives as additional insureds.

1.2 The insurance must not be written for less than the limits of liability specified below or required by law, whichever coverage amount is greater:

(A) ONE MILLION DOLLARS ($1,000,000) per occurrence for bodily injury (including accidental death) to any one person; and

(B) ONE MILLION DOLLARS ($1,000,000) per occurrence for property damage; or

(C) TWO MILLION DOLLARS ($2,000,000) combined single limit ("CSL").

1.3 The liability insurance must include all major divisions of coverage and must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned.

1.4 CONTRACTOR shall provide CITY with a "certificate of insurance" and an "additional insured endorsement"— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The "certificate of insurance" and an "additional insured endorsement" must state:

"The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage."
GENERAL REQUIREMENTS

1.1 At all times, the insurance company issuing the policy must meet all three of these requirements:

(A) It must be "admitted" insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance's "List of Approved Surplus Line Insurers" ("LASLI");

(B) It must be domiciled within, and organized under the laws of, a State of the United States; and

(C) It must carry a minimum A.M. Best Company Financial Strength Rating of "A:VII," or better.

1.2 If the Agreement requires any of the foregoing insurance coverages to remain in force after the Final Payment, and if they are reasonably available, CONTRACTOR shall submit to CITY— with the final Application for Payment—all certificates and additional insured endorsements evidencing the coverages' continuation.

1.3 A deductible or self-insured retention is subject to CITY's review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:

(A) The amount of the deductible, or self-insured retention, or both;

(B) Whether a limit of insurance has been lowered by any pending or paid claim; and

(C) The current limit amount, as lowered by the pending or paid claim.

1.4 Despite any conflicting or contrary provision in CONTRACTOR's insurance policy:

(A) If CONTRACTOR's insurance company adds CITY, and its officers, agents, employees, and representatives (collectively, "its representatives") as additional insureds, then for all acts, errors, or omissions of CITY, or its representatives, or both, that insurer shall:

   (1) Pay those sums that CITY, or its representatives, or both, become legally obligated to pay as damages; and

   (2) Defend— and pay the costs of defending— CITY, or its representatives, or both;

(B) CONTRACTOR's insurance is primary;

(C) Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to CITY, or its representatives, or both, is excess over CONTRACTOR's insurance;

(D) CITY's insurance, or self-insurance, or both, will not contribute with CONTRACTOR's insurance policy;

(E) CONTRACTOR and CONTRACTOR's insurance company waive— and shall not exercise— any right of recovery or subrogation that CONTRACTOR or the insurer may have against CITY, or its representatives, or both;

(F) CONTRACTOR's insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company's limits of liability;

(G) CONTRACTOR's insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and

(H) CITY is not liable for a premium payment or another expense under CONTRACTOR's policy.
1.5 At any time during the duration of this Agreement, CITY may do any one or more of the following:

(A) Review this Agreement's insurance coverage requirements; or

(B) Require that CONTRACTOR:

(1) Obtain, pay for, and maintain more or less insurance depending on CITY's assessment of any one or more of the following factors:

(a) CITY's risk of liability or exposure arising out of, or in any way connected with, the services of CONTRACTOR under this Agreement;

(b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of CONTRACTOR under this Agreement;

(c) The availability, or affordability, or both, of increased liability insurance coverage;

(2) Reduce or eliminate a deductible or self-insured retention as it applies to CITY; or

(3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to CITY for liability, or costs, or both, that CITY incurs during CITY's investigation, administration, or defense of a claim or a suit arising out of this Agreement.

1.6 CONTRACTOR shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that CITY specifies for any coverage that CONTRACTOR must maintain after the Final Payment.

1.7 CONTRACTOR's insurance company or self-insurance administrator shall mail CITY written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.

1.8 CONTRACTOR shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, CONTRACTOR shall deliver to CITY evidence of the required coverage as proof that CONTRACTOR's insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.

1.9 At any time, upon CITY's request, CONTRACTOR shall furnish satisfactory proof of each type of insurance coverage required— including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising CONTRACTOR's self-insurance program— all in a form and content acceptable to the City Attorney or City's Risk Manager.

1.10 If CONTRACTOR hires, employs, or uses a Subcontractor to perform work, services, operations, or activities on CONTRACTOR's behalf, CONTRACTOR shall ensure that the Subcontractor:

(A) Meets, and fully complies with, this Agreement's insurance requirements;

(B) Delivers to CITY— for its review, or approval, or both— all insurance policies, certificates, and endorsements that this Agreement requires; and
(C) Furnishes CITY, at any time upon its request, with a complete copy of the Subcontractor's insurance policy or policies for CITY's review, or approval, or both.

1.11 CONTRACTOR's failure to comply with an insurance provision in this Agreement constitutes a breach upon which CITY may immediately terminate or suspend CONTRACTOR's performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion, CITY may obtain or renew the insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY for all sums or monies that CITY paid to obtain, renew, or reinstate the insurance, or CITY may offset the cost of the premium against any sums or monies that CITY may owe CONTRACTOR.

CONTRACTOR'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS

1.1 CONTRACTOR shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When CONTRACTOR signs and delivers the Agreement to CITY, CONTRACTOR also shall deliver:

(A) A "certificate of insurance" for each required liability insurance coverage;

(B) An additional insured endorsement for Commercial General Liability coverage or Businessowners Liability coverage and Automobile Liability coverage, unless this Agreement does not require CONTRACTOR to obtain and maintain Commercial General Liability coverage, Businessowners Liability coverage, or Automobile Liability coverage;

(C) A "certificate of insurance" for Workers' Compensation insurance; or

If CONTRACTOR is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure" from the State of California; or

If CONTRACTOR is lawfully exempt from workers' compensation laws, an "Affirmation of Exemption from Labor Code §3700" form;

(D) A subrogation endorsement, "Waiver of Our Right to Recover From Others," for Workers' Compensation coverage; and

(E) A complete copy of CONTRACTOR's Professional Liability insurance policy, including all forms and endorsements attached to it.

1.2 CITY will neither sign this Agreement nor issue a "Notice to Proceed" until the City Attorney or City's Risk Manager has reviewed and approved the insurance documents. CITY's decision as to the acceptability of all insurance documents is final. Unless CONTRACTOR obtains CITY's written approval, CITY will not permit or allow a substitution of an insurance policy, or a change in a certificate's or an endorsement's form and content, or both.

INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION

2.1 The Agreement's insurance provisions:

(A) Are separate and independent from the indemnification and defense provisions in the Agreement; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in the Agreement.
Sample Ordinance

Chapter X.XX SHARED MOBILITY DEVICE PILOT PROGRAM

X.XX.XXX Purpose.

Consistent with the city's goals of enhancing mobility and access, easing traffic congestion, and promoting sustainability, this chapter creates a limited term pilot program to facilitate the use of shared mobility devices while ensuring the protection of public health and safety, including the safety of the public traveling by foot, bicycle, or vehicle on public sidewalks, streets, and other public rights-of-way.

X.XX.XXX Definitions.

(a) "Abandon" shall mean leaving an item unattended for any length of time.

(b) "Director" shall mean the director of community development or his or her designee.

(c) "Operator" shall mean any person or businesses entity selected by the city to participate in the Shared Mobility Device Pilot Program pursuant to this chapter.

(d) "Public area" shall mean any outdoor area that is open to the public for public use, whether owned or operated by the city or a private party.

(e) "Public right-of-way" shall mean any public alley, parkway, public transportation path, roadway, sidewalk, or street that is owned, granted by easement, operated, or controlled by the city.

(f) "Shared mobility device" shall mean any transportation device by which a person can be propelled, moved or drawn, that is displayed, offered or placed for rent in any public area or public right-of-way, except that a "shared mobility device" does not include any device being vended or made available for rent exclusively from a vehicle; a car share vehicle; an automobile for hire, as defined by Chapter 5.84, a device operated by the city or the Los Angeles County Metropolitan Transportation Authority; or any other device excluded pursuant to administrative regulations.

X.XX.XXX Administrative regulations.

(a) The director may adopt administrative regulations to implement the provisions of this chapter, including, but not limited to, permit application procedures and permit
standards, which may include regulations relating to lawful conduct, public safety, data sharing, data privacy, and/or the timely removal of hazards.

(b) No person shall fail to comply with the city’s administrative regulations. Any violation of any administrative regulation issued pursuant to this section shall constitute a violation of this code and shall subject the violator to the penalties set forth in this chapter.

Notwithstanding any other provision of this code, no person may:

(a) Display, offer or make available for rent any shared mobility device within the city, unless the person has first obtained: (1) a valid shared mobility operator permit; and (2) a business registration certificate issued in accordance with Chapter 5.100 of this code;

(b) Abandon a shared mobility device not authorized by this chapter in the public right-of-way or a public area in such a way that the device is available for rent; and

(c) Abandon a shared mobility device in the public right-of-way or a public area in a manner that: (1) obstructs travel upon or blocks access to a public right-of-way; (2) poses an immediate public safety hazard; or (3) is otherwise prohibited by applicable laws or administrative regulations.

X.XX.XXX Maximum number of shared mobility operator permits and shared mobility devices permitted.

(a) The director may issue up to X shared mobility operator permits authorizing the deployment of a shared mobility device within the city. X shared mobility operator permits shall be issued to operators that propose to deploy electric scooters as shared mobility devices and X shared mobility operator permits shall be issued to operators that propose to deploy electric bikes as shared mobility devices. No shared mobility operator permits shall be issued to any operator that proposes to deploy a shared mobility device that is exclusively powered by the human body or powered by combustion engine.

(b) The director may establish the number of shared mobility devices authorized under each shared mobility operator permit. No more than on a weekly basis or within fourteen days following any city council action adjusting the number of permitted operators or devices pursuant to subsection (d), the director may adjust the maximum number of devices authorized by each shared mobility operator permit. The director shall take into consideration market needs, the number of devices deployed in the city, device utilization, and any other criteria set forth in administrative regulations. The director shall first publish his or her tentative adjustment decision under this section,
along with reasons supporting the decision, and solicit comments prior to making a final
determination. The director's determinations under this section shall constitute the final
decision of the city and are not subject to further administrative review. No person shall
fail to comply with the director's established device limitation.

(c) No operator may be granted authorization for less than two hundred fifty shared
mobility devices.

(d) At any time, in the city council's discretion, the city council may reassess the
number of shared mobility operator permits authorized for issuance. The city council, in
its discretion, may determine by resolution that the number of shared mobility operator
permits or the number of total authorized devices should be reduced or increased.

X.XX.XXX Shared mobility operator permit application procedure, fees and
requirements.

(a) Any person seeking to obtain a shared mobility operator permit shall submit a
written application, signed under penalty of perjury, using the form designated by the
director for that purpose.

(b) The city council may establish permit fees and charges by resolution, which
shall:

(1) Defray the city's costs in administering and enforcing the provisions of this
chapter; and

(2) Reflect charges associated with use of public property pursuant to this chapter.

(c) The director may specify the information that must be provided in connection
with an application and the form in which the information is to be provided. The
application shall contain, at a minimum, the following information:

(1) The name and business address of each person or entity that: (i) has more than
a ten percent equity, participation, or revenue interest in the applicant; or (ii) is a trustee,
director, partner, or officer of that entity or of another entity that owns or controls the
applicant, excepting persons serving in those capacities as volunteers, without
compensation, for organizations exempt from income taxes under Section 501(c)(3),
(4), or (6) of the Internal Revenue Code;

(2) The name and business address of any parent or subsidiary of the applicant,
namely, any other business entity owning or controlling the applicant in whole or in part,
or owned or controlled in whole or in part by the applicant, and a statement describing
the nature of any such parent or subsidiary business entity;
(3) Information sufficient to show that the applicant is financially, technically, and legally qualified to operate and maintain a shared mobility device system;

(4) A description of the proposed plan of operation, including, at a minimum, a detailed description of:

(i) The applicant’s current operations in the city and other jurisdictions, including copies of the applicant’s operating permits for all such jurisdictions;

(ii) The applicant’s proposed operations in the city including the maximum number of shared mobility devices anticipated during the duration of the pilot program, the plan for balancing shared mobility devices for citywide coverage, the plan for shared mobility device maintenance, levels of staff for operations and administration, and the plan for customer service;

(iii) The applicant’s regulatory compliance program;

(iv) The applicant’s history of, intent to, and ability to comply with, state and local law;

(v) The applicant’s plans to implement safety programs, including, for example, a program by which the applicant will receive information about and notify users of inappropriate use;

(vi) The applicant’s plans to educate users of shared mobility devices about applicable California Vehicle Code provisions and other applicable laws, regulations, and guidelines;

(vii) The applicant’s plans to comply with applicable federal, state, and local data privacy laws and otherwise to protect the privacy of personal information provided by users; and

(viii) Any other requirements set forth by administrative regulation.

X.XX.XXX Shared mobility operator selection.

(a) The Shared Mobility Operator Selection Committee shall be established by the director. The Committee shall consist of city staff with appropriate knowledge and experience, as further set forth in the administrative regulations.

(b) The Committee shall review all applications and make written recommendations to the director based on a ranking of each qualified applicant in accordance with objective criteria set forth by this chapter and administrative regulations.
(c) Each qualified applicant shall be evaluated based upon objective criteria including: experience; proposed operations plan; financial wherewithal and stability; adequacy of insurance; ability to begin operations in a timely manner; public education strategies; relevant record of the applicant’s or officers’, owners’ or principals’ violations of federal, state or local law, or rules and regulations; and any other objective criteria established by administrative regulation.

(d) Each applicant shall be provided an opportunity to submit written comments or objections to the Committee’s recommendations.

(e) The director shall set forth, in writing, the reasons supporting his or her final determinations. The director may request additional information from city staff, any applicant, or any other source that would assist in determining the final qualifications and rankings.

(f) The director shall grant a shared mobility operator permit to the highest four ranked applicants. Should two applicants receive the same score, a lottery shall be used to establish the final rankings for any applicants that achieved the same score.

(g) The director’s determinations under this section shall constitute the final decision of the city and shall not be subject to further administrative review.

(h) The director may impose, as part of any shared mobility operator permit issued, any and all conditions that are necessary to effectuate the purposes of this chapter, mitigate traffic impacts, ensure accessibility of the public right-of-way and availability of public space for shared use by all, or protect the health, welfare, and safety of the public. No person shall fail to comply with such permit conditions.

X.XX.XXX Limitations on City liability.

To the fullest extent permitted by law, the city shall not assume any liability whatsoever with respect to having issued a shared mobility operator permit or otherwise approving the operation of any shared mobility device. As a condition to the issuance of any shared mobility operator permit, the applicant shall be required to meet all of the following conditions:

(a) The applicant must execute an agreement, in a form approved by the city attorney, agreeing to indemnify, defend (at applicant’s sole cost and expense), and hold harmless the city, and its officers, officials, employees, representatives, and agents from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to, the city’s issuance of or decision to approve a shared mobility operator permit, the process used by the city in making its decision, or the
alleged violation of any federal, state or local laws by the applicant or any of its officers, managers, employees or agents.

(b) Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time, as determined by the risk manager and name the "City of Glendale" as additional insured. The applicant's insurance policy shall be endorsed to state that coverage shall not be cancelled except after thirty days' prior written notice by certified mail has been given to the city. If any insurance policy issued to a permittee is cancelled for any reason, the permit issued under this chapter is automatically suspended. In order to reinstate the permit, the permittee shall provide a new certificate and policy of insurance to the city.

(c) Reimburse the city for all costs and expenses, including, but not limited to, attorney fees and costs, which it may be required to pay as a result of any legal challenge related to the city's approval of or activities conducted pursuant to the applicant's shared mobility operator permit. The city may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

X.XX.XXX Grounds for revocation, suspension or denial.

A shared mobility operator permit may be revoked, suspended, or denied by the director based upon any of the following grounds:

(a) An applicant or operator, including its employees, managers, officers, principals, directors, owners, contractors, representatives, or agents:

(1) Making one or more false or misleading statements, or material omissions on the permit application, during the application process, or during the pilot program;

(2) Failing to provide information requested or required by the city;

(3) Operating or proposing to operate in a manner that endangers public health or safety; or

(4) Failing to comply with any requirement imposed by the provisions of this code (or successor provision or provisions) including any rule, regulation, condition or standard adopted pursuant to this chapter, or any term or condition imposed on the shared mobility operator permit, or any provision of state law.

(b) Conviction of the operator, to include any of its officers, owners or principals, of a criminal offense that is substantially related to the qualifications, functions or duties of
the shared mobility business or profession, including, but not limited to, any criminal conviction involving a violent or serious felony, fraud, deceit, or embezzlement.

X.XX.XXX Pilot program term.

Permits issued pursuant to this chapter shall terminate and be of no further force or effect beyond [month] [day], 20__, unless otherwise extended or terminated earlier by the city.

X.XX.XXX Impoundment of devices.

(a) A shared mobility device that is displayed, offered, or made available for rent, or abandoned, in the public right-of-way or a public area in violation of Section X.XX.XXX shall be subject to immediate impoundment by the city.

(b) The city council may adopt impound fees by resolution, which shall reflect the city’s enforcement, investigation, storage and impound costs.

(c) No person shall retrieve any impounded shared mobility device except upon demonstrating proper proof of ownership of the device and payment of applicable impound fees.

X.XX.XXX Enforcement.

(a) Any person who violates any provision of this chapter, including any permit condition, shall be guilty of an infraction, which shall be punishable by a fine not exceeding two hundred fifty dollars, or a misdemeanor, which shall be punishable by a fine not exceeding five hundred dollars per violation or by imprisonment in the County Jail for a period not exceeding six months or by both such fine and imprisonment.

(b) Any person who violates any provision of this chapter, including any permit condition, shall be subject to administrative fines and administrative code enforcement penalties pursuant to Chapter 1.24 of this code.

(c) Any person convicted of violating this chapter in a criminal case, or found to be in violation of this chapter in a civil or administrative case brought by a law enforcement agency, shall be ordered to reimburse the city and other participating law enforcement agencies their full investigative costs.
AGENDA ITEM

Hearing: Public Hearing on Design Review Board Case No. PDR 1900634, located at 275 West Lexington Drive, to install a proposed mural on one of the on-site buildings.

1) Motion to approve the Design Review Board application with conditions.

COUNCIL ACTION

Public Hearing ☑ Ordinance ☐ Consent Calendar ☐ Action Item ☑ Report Only ☐

Approved for May 21, 2019 calendar

RECOMMENDATION

That the City Council approve Design Review Board Case No. PDR 1900634 with conditions.
The applicant is requesting approval for the installation of a proposed mural to be located at 275 West Lexington Drive at the Next on Lex project. The project was originally approved in 2014, and includes four buildings, which are currently under various stages of construction. The building on which the mural is proposed is located in the southwest corner (corner of Lexington Drive and Central Avenue) of the subject site and the mural will be installed on a portion of the northern façade of this building. The project site is approximately 2.77 acres in size and located in the DSP Zone, Orange Central District.

General Information

**Applicant:** Greg Goldman  
12121 Wilshire Blvd. Suite 720  
Los Angeles, CA 90025

**Owner:** Greg Goldman  
12121 Wilshire Blvd. Suite 720  
Los Angeles, CA 90025

**Requested Action:** The applicant is requesting that the City Council approve installation of a proposed mural, Design Review Board Case No. 1900634 (Exhibit 2).

**Legal Description:** Lot B, as per BK 127 PG 87 of Parcel Map

**APN:** 5643-003-037

**Zone:** Downtown Specific Plan, Orange Central District

**Land Use Element:** Downtown Specific Plan

**Lot Size and Frontage:** The project site is approximately 2.77 acres in size and has 350 feet of frontage along Lexington Drive, 161 feet of frontage along Central Avenue, 254 feet of frontage along Milford Street and 342 feet of frontage along Orange Street.

**Existing Site Characteristics:** The project site is currently under construction as a mixed-use development with multi-family residential uses above commercial development, including a new CitiBank location at the northeast corner of Lexington Drive and Central Avenue. The building on which the mural is proposed has been completed, while the other buildings on the site are in various stages of construction.

**Surrounding Land Use/Zoning:** North and south of the subject site, properties are zoned DSP/Orange Central District and contain commercial and residential uses. Properties east of the subject site are zoned DSP/Gateway District and contain commercial uses. Properties west of the subject site are zoned DSP/Transitional District and are developed with commercial uses.

**Environmental Determination:** The project is exempt from CEQA review as a Class 1 "Existing Facilities" exemption, pursuant to State CEQA Guidelines Section 1530, because the building on which the mural is proposed is an existing building.
STAFF'S ANALYSIS OF APPLICATION

Section 30.47.040 of the Glendale Municipal Code requires the City Council to ensure that murals are consistent with the following standards:

1. Murals shall not contain any letters, numbers, or symbols that constitute any form of advertisement or commercial message.
   The proposed mural will be located on the façade of a mixed-use development, which will include multi-family residential uses and commercial development, including CitiBank, located on the corner of Lexington Drive and Central Avenue. The proposed mural does not contain letters, numbers or symbols. A condition of approval is added to the project approval that no mural installed shall contain letters, numbers or symbols that constitute advertising or commercial message.

2. Murals shall not contain any obscenity.
   The proposed mural does not contain obscenities. A condition is added to the approval of the project prohibiting obscenities on the proposed mural.

3. Murals shall not detract from the architecture of the site or surrounding area.
   The subject site is under construction as a mixed-use development, containing four buildings with multi-family residential and commercial uses. Each of the buildings will be complimentary to each other, while employing different materials for the treatment of the facades. The building on which the mural is proposed is located on the southwest portion of the site. This building includes stucco and various tile on the upper levels of its façade. The mural is proposed on a portion of the north façade, which is currently monotone and cladded with tan, rectangular tiles. The mural will be approximately 780 square feet. While the area of the mural is large, its installation should not detract from the architecture of the site.

4. Murals shall not cause the removal of required landscaping.
   The subject site is located in the Downtown Specific Plan, Orange Central District. The proposed mural will be painted on a portion of the north building façade. No landscaping will be removed as a result of this request.

5. Murals must be durable and capable of being well maintained.
   The mural will be painted on the building wall with an oil-based type of paint. The applicant is committing to maintaining and repairing the mural and has been conditioned as such.

6. Murals shall be located on existing walls.
   The mural is proposed on one of the northern walls of the existing building located in the southwestern portion of the site.
PUBLIC NOTICE
The Code requires public notice when the Council considers approval of entitlements such as design review. Staff has mailed copies of the notice to all property owners and occupants within 500 feet of the project. A public notice has also been posted on-site.

FISCAL IMPACT
There will be no fiscal impact.

ALTERNATIVES

Alternative 1: The City Council may approve the attached motion to approve Case No. PDR 1900634 with conditions.

Alternative 2: The City Council may also consider any other alternatives not proposed by staff.

CAMPAIGN DISCLOSURE
In accordance with Council direction pursuant to the adopted City Campaign Finance Ordinance, the names and addresses of all owners and applicable parties involved in this project proposal in this Agenda Item Report is attached as Exhibit 5.

EXHIBITS

1. Location Map
2. Project Site Plan
3. Photo simulation of proposed mural.
4. Photos of Existing Project Site
5. Campaign Disclosure Form
MOTION

Moved by Council Member ______________________, seconded by Council Member ______________________, that upon review and consideration of all documents, materials, exhibits and testimony relative to Design Review Case No. PDR 1900634, located at 275 West Lexington Drive, and after having conducted a public hearing, and receiving testimony, the City Council of the City of Glendale, California, based upon all of the evidence in the record, hereby APPROVES the Design Review Case with conditions, based on the findings and conclusions set forth in the May 21, 2019 staff report from the Director of Community Development, including any attachments thereto, and including any additional conditions set forth below in this motion.

CONDITIONS:
1. The approval granted is for the location shown on the submitted application. Changes to the location or size of the mural shall be reviewed by staff.
2. No mural installed shall contain letters, numbers or symbols that constitute advertising or commercial message.
3. No mural installed shall contain any obscenities.
4. Any mural installed shall be well maintained and in good repair.

Vote as follows:
   Ayes:
   Noes:
   Absent:
   Abstain:

[Signature]
CHIEF ASSISTANT CITY ATTORNEY
DATED: 5/14/19

APPROVED AS TO FORM
City of Glendale
Disclosure - Campaign Finance Ordinance
Applicants Seeking Entitlement

Submit to Permit Services Center, 633 E. Broadway, Rm. 101.
For more information, call 818-548-3200.

(To be Completed Prior to Preparation of Staff Reports for Consideration of Entitlement Matter by Council, Agency, or Authority, or at Time of Appeal to the City Council if the Applicant is also the Appellant)

In August 2011, the Glendale City Council adopted Ordinance No. 5744, which becomes effective on September 9, 2011 ("Ordinance"). The Ordinance prohibits campaign contributions from "applicants seeking entitlement," their contractors and subcontractors (including their architects, engineers, and design professionals) while the application is "pending" and for 12 months thereafter. The Ordinance also prohibits Council Members from voting on any matter pertaining to an entitlement if the Council member has received a campaign contribution from the applicant seeking the entitlement, or certain contractors or subcontractors of the applicant, within the 12-month period preceding the vote.

The Applicant and the Owner/Lessor hereby discloses as follows.

(If printing, please print legibly. Use additional sheets as necessary.)

I. Name of Applicant and Name of Owner/Lessor on whose behalf application is filed:

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<thead>
<tr>
<th>Full Name</th>
<th>Title</th>
<th>Business Address</th>
<th>Zip Code</th>
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<tbody>
<tr>
<td>Greg O. Goldman</td>
<td>VP</td>
<td>1218 W. 1st Street, 5F720</td>
<td>Los Angeles, CA 90042</td>
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</table>
II. Officers or owners/investors of Applicant Entity. Please also disclose the following persons or entities related to the applicant entity: CEO/President, Chairperson, Chief Operations Officer, Chief Financial Officer, any member of the Board of Directors, and any individual or entity that owns 10% or more the contractor of applicant seeking entitlement, as well as any campaign +

<table>
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<tr>
<th>Full Name</th>
<th>Title</th>
<th>Business Address</th>
<th>City</th>
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III. Contractor of Applicant(s) Seeking Entitlement*

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* "Contractor of Applicant Seeking Entitlement" means "a person who has, or has been promised, a contract as an architect, design professional, engineer, or general or prime contract with an applicant seeking entitlement. "Contractor of applicant seeking entitlement," includes not only the contracting party but also the CEO/President, Chairperson, Chief Operations Officer, Chief Financial Officer, any member of the Board of Directors, and any individual or entity that owns 10% or more the contractor of applicant seeking entitlement, as well as any campaign committee that is sponsored and controlled by the contracting party. Please list the names and addresses of all of these parties.

IV. Subcontractor of Applicant(s) Seeking Entitlement**

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<th>Full Name</th>
<th>Title</th>
<th>Business Address</th>
<th>City</th>
<th>State</th>
<th>ZIP Code</th>
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** "Subcontractor of Applicant Seeking Entitlement" means "a person who has, or has been promised, a subcontract as an architect, design professional, engineer, or perform other work with a 'contractor an applicant seeking entitlement.'"
"Subcontractor of applicant seeking entitlement," includes not only the subcontracting party, but also the CEO/President, Chairperson, Chief Operations Officer, Chief Financial Officer, any member of the Board of Directors, and any individual or entity that owns 10% or more the subcontractor of applicant seeking entitlement, as well as any campaign committee that is sponsored and controlled by the subcontracting party. Please list the name and addresses of all of these parties.

V. Disclosure. The Applicant Seeking Entitlement has made campaign or officeholder contributions in the preceding 12 months to City of Glendale elected officials as follows:

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<th>Elected Official</th>
<th>Name of Individual or Entity</th>
<th>Date of Contribution</th>
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I hereby certify, on behalf of the above-named applicant(s) and owner(s)/lessor(s), that the applicant seeking entitlement has made the campaign contributions as set forth above. I also certify that the names of all contractors of applicant and all subcontractors of applicant, as of today's date, are fully set forth above. I further acknowledge that the applicant has a continuing obligation to update this disclosure form if the applicant selects additional or substitute architects, design professionals, contractors or subcontractors within ten (10) days of the selection or change. I hereby certify that I have been legally authorized by the applicant/owner/lessor to submit this disclosure form and certify to the content hereof.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on **February 25, 2006** at **Glendale**, California

Applicant's Signature: [Signature]

Print Applicant's Full Name: **Gregory Goldman**

Applicant's Address: **12121 Wilshire Blvd., Suite 720 Los Angeles, CA 90025**

Applicant's Contact Phone Number: **310 562 5057**

Applicant's Email Address: **GGoldman@Fidelity.com**
Notice to Applicants

This questionnaire will allow the City determine if a Low Impact Development (LID), Storm Water Pollution Prevention Plan (SWPPP), and other NPDES requirements will be necessary before receiving building and grading permits for this project.

Name of Owner/Developer: Zillow LLC
Contact Person(s): Greg Goldman
Project Location: Lot / Tract No.: 310562 5097
Telephone No.: 310562 5097

I. LID verification for Designated/Non-Designated projects

A. Designated Projects; please check appropriate boxes.

1. □ New development projects involving ≥ 1 acre of disturbed area & adding > 10,000 sq. ft. of impervious surface area
2. □ New industrial parks with ≥ 10,000 sq. ft. impervious surface area
3. □ New commercial malls with ≥ 10,000 sq. ft. impervious surface area
4. □ New retail gasoline outlets with ≥ 5,000 sq. ft. impervious surface area
5. □ New restaurants (SIC 5812) with ≥ 5,000 sq. ft. impervious surface area
6. □ New parking lots with ≥ 5,000 sq. ft. impervious surface area, or ≥ 25 parking spaces.
7. □ New automotive services (SIC 5013, 5014, 5511, 5541, 7532-7534 & 7536-7539) with ≥ 5,000 sq. ft. impervious surface area.
8. □ New development located in or directly adjacent to or discharging directly to Significant Ecological Area (SEA)
9. □ Redevelopment Projects: Development resulting in creation, addition, or replacement of either (a) ≥ 5,000 sq. ft. of impervious surface area on a site that has been previously developed as described in 1-8. (i) ≥ 10,000 sq. ft. of impervious surfaces is on a site that has been previously developed with a single-family home.
   a. LID required for full entire site if ≥ 50% of impervious surfaces of a previously developed site is proposed to be altered.
   b. LID required for incremental development if ≥ 50% of impervious surfaces of a previously developed site is proposed to be altered.
   c. Redevelopment does not include routine maintenance activities that are conducted to maintain original line and grade, hydraulic capacity, original purpose of facility or emergency redevelopment activity required to protect public health and safety. Impervious surface replacement, such as the rearrangement of parking lots and roadways which does not disturb additional area and maintains the original grade and alignment, is considered routine maintenance activity. Redevelopment does not include the repaving of existing roads to maintain original line and grade. (For a, b, and c, the previous development was subject to post-construction stormwater quality control requirement.)
10. □ None of the above

B. Non-Designated Projects; please check appropriate boxes.
Any development project that is not included in subsection A, shall comply with the provisions of subsection D of Section 13.43.040:

1. Does development of the project involve a previously undeveloped site or results in an addition or alteration of ≥ 50% of the impervious surface of an existing development? □ Yes; □ No;
2. Does the development project consist of ≥ 5 units? □ Yes; □ No;
3. Is the development involving the construction of a single-family hillside home? □ Yes; □ No;

For staff use only. Please do not fill out this portion; proceed to the next page.

□ You are not required to include LID requirements and design criteria for this project.
□ You are required to include full LID requirements in the design and construction plans for this project prior to receiving building permit and/or grading permit for □ Full Entire Site; □ Incremental Development
□ You are required to include LID requirements with fillmore
□ You are required to install at least two LID BMPs
□ Implement the following measures: 1. Conserve natural areas 2. Protect slopes and channels 3. Provide storm drain system stabilization and maintenance 4. Diverge roof runoff to vegetated areas before discharge 5. Direct surface flow to vegetated areas before discharge (for 4 and 5, please disregard if diversion would result in slope instability)
□ You may refer to LID provisions and design consideration to the Los Angeles County DPW Manual for LID and/or the California Construction Best Management Practices (BMP) Handbook (Latest Edition).

City of Glendale

NPDES Form 01, Revised 09/15/2016
II. **SWPPP and Other NPDES Requirements**

1. Is the project ≥ 1 acre? ☐ Yes; ☐ No;

III. **Scope of Project**

Please state the scope of work for the project:

Mural to be painted on the exterior of a stairwell

Print Name: [Signature] 3/1/19

For staff use only. Please do not fill out.

☐ You are required to certify that construction Best Management Practices (BMPs) will be implemented at the construction site.

☐ You are required to submit for City's approval a SWPPP prior to receiving building and/or grading permits.

☐ You are required to show proof that you have applied for a state General Permit for Stormwater Discharges associated with Construction Activities and have prepared a SWPPP prior to receiving building and/or grading permits. For more information on state general permit, please call (818) 648-6346, ask for a Plan Check Engineer.

Comments:

City of Glendale Date