



CONSENT CALENDAR
February 11, 2020

To: Honorable Mayor and Members of the City Council
 From: Councilmembers Rigel Robinson, Ben Bartlett, and Kate Harrison
 Subject: Referral: Electric Moped Ride-Share Permits

RECOMMENDATION

Refer to the City Manager to rename the existing One-Way Car Share Program as the One-Way Vehicle Share Program and to amend the Program to include administrative requirements and parking permit fees for motorized bicycles that are affixed with license plates and require a driver's license for individuals to operate them (mopeds), in coordination with the City of Oakland.

POLICY COMMITTEE RECOMMENDATION

On December 5, 2019, the Facilities, Infrastructure, Transportation, Environment, and Sustainability Committee adopted the following action:
 M/S/C (Harrison/Robinson) to send the item, as revised, back to the City Council with a Positive Recommendation. Vote: All Ayes.

BACKGROUND

In the spirit of encouraging residents to choose alternative, sustainable modes of transportation, major cities across the United States are pioneering motorized bicycle sharing programs that allow users to reserve and unlock a moped for short-term use.

In 2018, a company called Revel launched a ride-share electric moped pilot program in New York City. Following initial success, Revel recently expanded the New York program from 68 to 1,000 vehicles and to an area of about 20 square miles, in addition to launching a new fleet in Washington, D.C.

Under California Vehicle Code Section 406, Revel mopeds are legally classified as motorized bicycles: two-wheeled or three-wheeled devices "having fully operative pedals for propulsion by human power, or having no pedals if powered solely by electrical energy, and an automatic transmission and a motor that produces less than 4 gross brake horsepower and is capable of propelling the device at a maximum speed of not more than 30 miles per hour on level ground."¹

Section 12804.9 of the Vehicle Code provides that motorized bicycles or mopeds fall under the M2 vehicle classification, which typically requires an M2 endorsement in addition to a Class A, B, or C driver's license. The Vehicle Code makes an exemption

¹ https://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=406.&lawCode=VEH

for short-term moped rentals of 48 hours or less, requiring only a valid driver's license for such rides.² However, short-term rental moped operators must still follow all other regulations that apply to non-rental operators, including wearing an approved safety helmet when riding on public roads.³

As an added safety precaution, Revel's Rental Agreement includes requirements that are more stringent than the Vehicle Code's provisions. In addition to holding a valid driver's license, Revel requires users to be 21 or older and pass a DMV background check to verify that they have a safe driving record. Each motorized bicycle has a DMV-issued license plate, comes with two USDOT certified helmets stored in the back compartment, and travels up to a maximum speed of 30 miles per hour. The mopeds are parked and driven on the street, not the sidewalk, and park compactly at a rate of seven motorized bicycles per one car-sized space. Revel also provides free training courses to registered users.

Electric mopeds present an alternative to lighter, smaller e-scooters, which have prompted accessibility concerns due to riders parking them on sidewalks. Unlike e-scooters, electric mopeds cannot be operated or parked on the sidewalk and come equipped with helmets. Additionally, the license plate requirement creates a greater degree of accountability, and allows for identification and sanction of users who violate traffic laws.

Revel mopeds are emissions-free, electrically powered, and noise-free. Maintenance staff move around the city to replace the batteries on-site, so the vehicles do not require EV charging infrastructure. In addition to providing a zero-emissions transit option, Revel is priced affordably, with rides costing a base price of \$1 plus 25 cents per minute. They offer an equitable access rider program with a 40 percent discount for underserved communities, and only employ full-time, benefited workers.

Offering an electric moped ride-share option in the City of Berkeley is consistent with the draft Electric Mobility Roadmap, which lays out a vision for a fossil-free transportation system in Berkeley.⁴ The Roadmap's primary goals include increasing the accessibility of shared electric mobility options and promoting equity in electric mobility. Equity in Access Strategy 3b names membership and fee discounts, such as the one offered by Revel, as a key way to ensure financial access to shared mobility systems for historically underserved, low-income communities of color.

Issuing a One-Way Vehicle Share permit to Revel would not violate the terms of the City's exclusivity agreement with Bay Area Motivate for bicycle ride-share. Revel

2

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=12804.9.&lawCode=VEH

³ <https://www.kctlegal.com/blog/2017/june/california-scooter-and-moped-driving-laws/>

⁴ https://www.cityofberkeley.info/uploadedFiles/Planning_and_Development/Level_3_-_Commissions/Commission_for_Energy/2019-10-23_EC_Item%205_Berkeley%20Electric%20Mobility%20Roadmap%20Public%20Review%20Draft%2010.14.19.pdf

mopeds classify as motorized bicycles under the Vehicle Code, which is separately defined from electric-assisted or human-powered bicycles. Section 1.13 of the Motivate agreement explicitly states that “‘Bicycle’ shall not include motorized vehicles, including scooters or mopeds. For the avoidance of doubt, electric assisted bicycles constitute Bicycles and do not constitute motorized vehicles.”⁵

In 2017, the City of Oakland and the City of Berkeley worked together to establish a One-Way Car Share permit program and issue parking permits to Gig Car Share, the country’s first multi-jurisdictional car sharing program. A similar multi-jurisdictional moped sharing program could further expand accessibility and transit options for residents.

Currently, Revel is working with the Oakland Department of Transportation and has submitted an application to the Berkeley Transportation Division seeking approval as a Qualified Car-Share Organization as a means of operating a moped sharing program. However, the City of Berkeley has not yet established parking permit fees scaled to mopeds, which this referral seeks to address. Following the model of the Gig Car Share program, staff should work with their counterparts in Oakland to implement consistent regulations across the two jurisdictions. Both Revel’s application and the proposed revision to Oakland’s Free Floating Zone Permit and Master Residential Parking Permit Terms and Conditions to accommodate electric mopeds are attached.

In developing the permit requirements, staff should evaluate and address any safety and logistical concerns that come with motorcycle parking in dead space. Staff should work with Revel in determining appropriate rebalancing criteria. Staff should also establish a process by which other electric moped rideshare providers may apply for parking permits.

FINANCIAL IMPLICATIONS

Staff time to amend the existing One-Way Car Share Program and revise the Free-Floating Parking Permit to accommodate ride-share motorized bicycle parking.

ENVIRONMENTAL SUSTAINABILITY

Transportation is the biggest source of carbon emissions in California and makes up 60 percent of emissions in the City of Berkeley.⁶ In order to meet our statewide and citywide climate goals, governments must find a way to actively seek out and encourage the use of greener transportation options.

Smaller vehicle ride-sharing services, such as Revel, can be part of the solution by providing more sustainable micro-mobility options. Around 35 percent of car rides in the United States are trips of 2 miles or less, and this percentage is even higher for urban areas.⁷ According to Revel’s 2018 Brooklyn Pilot Rider Feedback, 50 percent of riders report using Revel to replace taxis, Ubers, Lyfts, and personal vehicle trips. By providing

⁵ https://sanjose.granicus.com/MetaViewer.php?view_id=&event_id=1475&meta_id=544265

⁶ <https://www.cityofberkeley.info/recordsonline/api/Document/AS1qYEO88qcY6lps8nwbGgL4jGxxlSquza3ESIDOTS6DL2nWl1jPxxzLJVhyvQgYDIIKPuJDdT3oigVB31dHEfM%3D/>

⁷ <https://slate.com/business/2019/08/revel-moped-scooters-nyc-washington.html>

zero-emission electric mopeds as an alternative to cars, the City of Berkeley can reduce transportation sector carbon emissions and reliance on gas-powered vehicles.

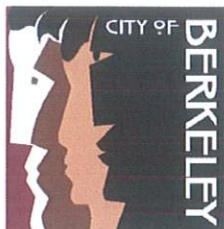
CONTACT PERSON

Councilmember Rigel Robinson, (510) 981-7170

Rachel Alper, Intern

Attachments:

- 1: Application by Revel to the Transportation Division
- 2: Draft City of Oakland Free Floating Zone Permit and Master Residential Parking Permit Terms and Conditions Revisions
- 3: Revel Informational Packet



Department of Public Works
Transportation Division

Application for Qualification One-Way Car Share Program

Please read the *Qualified Car Share Organization Terms and Conditions* for the One-Way Car Share Program before completing and submitting this application

| |
|--|
| Company Name:Revel Transit, Inc. |
| Street Address: 68 3rd. Street |
| City, State, Zip:Brooklyn, NY, 11231 |
| Contact Name:Daniella Henry |
| Contact Email:Daniella.henry@gorevel.com |
| Contact Phone:860-212-8088 |
| Company Website:www.gorevel.com |
| Berkeley Business License # (if already obtained): |

Please answer the following below.

| |
|---|
| Describe your company's organizational structure and names/ positions of the executive team. See Attached. |
| Does your organization currently operate membership-based car sharing and, if so, where? See Attached. |
| Does your organization currently operate one-way car sharing and, if so, where? See Attached. |

Application for Qualification – One-way Car Share Program

| | |
|--|----------------------------|
| <p>Describe your organization’s planned one-way car share operations in Berkeley as well as regionally. See Attached.</p> | <p>For office use only</p> |
| <p>What are or will be your membership requirements? See Attached.</p> | <p>For office use only</p> |
| <p>Describe the company’s insurance coverage for each shared vehicle and for each member operating the vehicle during the period of use, including liability coverage, personal injury protection, uninsured/ underinsured motorist and collision/ comprehensive deductible. See Attached.</p> | <p>For office use only</p> |
| <p>Quantify your company’s initial fleet size and how the vehicles will be geographically distributed to serve the City of Berkeley. See Attached.</p> | <p>For office use only</p> |
| <p>Describe how members use the company’s reservation system and the devices (phone, computer, smart phone, etc.) that can be used to make or change a reservation. See Attached.</p> | <p>For office use only</p> |

Application for Qualification – One-way Car Share Program

| | |
|--|----------------------------|
| <p>Describe all of the ways that members can find one-way car share vehicles (phone, computer, smart phone, etc.). See Attached.</p> | <p>For office use only</p> |
| <p>Describe all of the methods by which members can access the company's rental vehicles (fobs, credit cards, smart phones, etc.) and the hours and days that vehicles are available See Attached.</p> | <p>For office use only</p> |
| <p>Describe how members pay for vehicle use and the rates you plan to charge. See Attached.</p> | <p>For office use only</p> |
| <p>Describe how your company's rental vehicles are tracked in real time. See Attached.</p> | <p>For office use only</p> |
| <p>Indicate when your company would be ready to launch one-way car share in Berkeley. See Attached.</p> | <p>For office use only</p> |
| <p>Submit photos or renderings of your company's branded vehicles with this application.</p> | <p>For office use only</p> |

Application for Qualification – One-way Car Share Program

By signing this form, I attest that the above statements are true and that I have the authority to sign on behalf of the company Revel Transit, Inc.

Furthermore, I attest that I have read and agree to the *Qualified Car Share Organization Terms and Conditions* for the One-Way Car Share Program.

Signature and Date

For office use only

Qualified

Conditionally qualified:

More information required:

Denied

Signed by: _____ Date: _____

Print name: _____ Position: _____



REVEL APPLICATION FOR ONE-WAR CAR SHARE PROGRAM

September 17, 2019

Describe your company's organizational structure and names/positions of the executive team.

Founded in March 2018 in New York City, Revel is an all-electric member-based shared moped company. Revel provides and maintains a fleet of vehicles available to the public for point-to-point rides. All riders must be at least 21 years of age and hold a valid driver's license, Revel provides standard insurance coverage.

Revel fits into cities' transportation networks, as they exist today. Vehicles operate and park in the street and are equipped with license plates to ensure rider accountability. The system thrives in neighborhoods with limited transit options, lower rates of car ownership and those historically underserved by companies offering innovative mobility solutions. As cities are looking for ways to make transportation more accessible to residents, Revel provides a unique transportation option built to make getting around convenient, affordable and fun.

Revel's Vehicle



Revels are 100% emissions-free all electric vehicles.¹ Powered by a Lithium ion battery, Revel's innovative design features a side

kickstand and auto turn off blinkers. The vehicle's weight is well distributed giving the rider better balance and command than is typical for comparable vehicle models. Each Revel is manufactured for one or two riders and comes with two USDOT-certified helmets stored in a helmet case on the vehicle at all times.



Two "dead space" locations

Brooklyn, New York 2019

Each Revel is "street legal", that is it has received a USDOT-issued Vehicle Identification Number and is registered and issued a license-plate through the applicable state Department of Motor Vehicles. Every Revel is covered by liability

insurance for each vehicle and for each member operating the vehicle during the period of use. Because the vehicle's motor does not have a displacement over 50 cubic centimeters, and does not exceed a maximum speed of 30mph, a motorcycle license is not required.

Additionally, as cities grapple with shrinking parking availability in the midst of rapid population growth, Revels are space efficient. Requiring no more than three feet of the curb they easily fit in "dead space" where other vehicles are too large to park. A curbside parking spot for one car could fit up to five Revels.

Revel Organization: See attached for Revel's executive team organizational chart.

- Key Contact to the City of Berkeley: Haley Rubinson, Director of Business Development
 - Revel's Director of Business Development develops and executes the company's expansion strategy to enter into new city markets. She manages stakeholder engagement, regulatory affairs, external affairs and partnerships across all Revel's partner cities.
- Project Manager for the City of Berkeley: Jonathan Brims, Director of New Markets
 - Revel's Director of New Markets spearheads our efforts to plan and execute the deployment of Revel solutions in new cities. He is accountable for all aspects of launching new markets, including recruiting and hiring the local management and operations teams; identifying local office/warehouse space; and procuring the tools and equipment necessary to support local operations.

Does your organization currently operate membership-based car sharing and, if so, where?

Founded in March 2018, Revel is a membership based all-electric moped sharing company. Potential members must be at least 21 years of age and hold a valid driver's license. Potential members must upload a photo of their driver's license, take a selfie and upload their debit or credit card information. Revel then screens every potential user's driving history for incidents such as excessive speeding violations and DUIs. Once a potential member successfully passes the screening process, they can access vehicles on the Revel app. Revel currently operates 1000 vehicles in New York City and 400 vehicles in Washington D.C.

Does your organization currently operate one-way car sharing and, if so, where?

Revel provides and maintains a fleet of vehicles available to members for point-to-point rides, including one-way trips. As mentioned above, Revel currently operates in New York City and Washington, D.C.

Describe your organization's planned one-way car share operations in Berkeley as well as regionally.

Revel will establish a physical presence within the City of Berkeley, hiring locally-based employees on the ground so we remain responsive to our customers, government and our communities. We plan to hire a Berkeley-based team to manage both day-to day operations as well as long-term planning in coordination with the management team reflected in the attached personnel chart. Regionally, if amenable to all relevant government stakeholders, we look forward to launching a similar operation in the City of

Oakland at the same time as Berkeley. Hiring a local team will be top priority and we are committed to hiring a Head of Operations and a Head of Public Affairs as well as a fleet management team in advance of the launch.

a) Responsibility of Management Team performing the work

- Head of Public Affairs, Berkeley - Oakland
 - **Experience required:** *10+ years of professional work experience in transportation, management consulting, political campaigns or similar fast-paced work setting * At least 5 years experience leading large teams *Experience working closely and communicating effectively with internal and external stakeholders in an ever-changing, rapid *growth environment with tight deadlines * Comfortable representing Revel in front of community boards and other stakeholder groups * Are capable of taking on responsibilities outside of your core role * Bring high energy and motivational leadership * Experience navigating city and state regulatory structures * You take your work seriously but not yourself.
 - **Responsible for:** *Be accountable for all aspects of public affairs, including community engagement, in the Berkeley area. Salary commensurate with experience.
- Head of Operations, Berkeley - Oakland
 - **Experience Required:** *10+ years of professional work experience in transportation, operations, logistics or similar fast-paced work setting * 5+ years experience managing large teams of varying experience levels * Quickly identify, troubleshoot and resolve problems * Excellent verbal and written communication skills, with experience reporting to senior company management * High energy and able to motivate and manage any personality type * Can articulate clearly and persuasively in positive or negative situations * Experience maintaining vehicles and/or a strong mechanical aptitude * Adaptable, decisive, and able to juggle competing priorities * Ability to work weekends and evenings * Relevant OSHA accreditation preferred * Experience working with Lithium Ion batteries preferred * You take your work seriously but not yourself.
 - **Responsible for:** *Lead team of warehouse and field Operations Managers whose teams are tasked with maintaining, cleaning and charging our Berkeley moped fleet * Oversee recruitment, hiring and training of Operations Managers and Associates * Coordinate with Launch team for pre-launch warehouse build out and fleet scale up * Accountable for the safety, quality, and availability of our vehicles * Accountable for lithium ion battery inventory, including storage and charging for entire Berkeley fleet * Ensure operations team continually analyzes, improves, and sets best practices for maintaining our fleet * Prioritize issues reported to our customer service team.
- Fleet Management Team:
 - Revel does not do gig economy. The company hires full-time employees and offers commensurate benefits. We are staffed 24/7, with operations

employees working shifts throughout the day and with live customer service representatives available at all times our vehicles are in service.

- Fleet positions will include warehouse and fleet operations staff, including mechanics, battery swappers and safety leads.

b) Policies and Procedures that will be utilized to ensure safety and prompt service

- Safety is the number one priority at Revel. We have incorporated the following features, policies and procedures into our vehicle and operations. Further, we take a high touch approach to our business with operations, customer service, data/analytics and other functions performed in-house by Revel employees. This level of accountability allows us to stay attuned to our customers, as well as everyone else who interacts with our service so we can be immediately responsive should new safety or service issues arise.
 - Drivers must be at least 21 years old with a valid license and safe driving record; before registration is complete Revel performs DMV background checks to verify riders' information. Users must also submit a selfie to verify they are the license-holders.
 - Available in-app and on our website, riders are given information (through text, video, infographics) on how to safely and responsibly operate and park. Additionally, each vehicle has prominently placed stickers with printed information on how to ride and park; use the throttle; reminders on fastening helmets; and key 'Rules of the Road'.
 - As part of our Rental agreement, users must accept the terms of our 'Rules of the Ride' (attached) which are aimed at safe operation of our vehicle and obeying applicable traffic and parking laws. Failure to do so may result in fines and suspension or termination of a rider's Membership.
 - Two USDOT certified helmets equipped with eye protection shields are stored in each Revel at all times. Riders must wear helmets, per Revel's Rental Agreement.
 - As motor vehicles, Revel's travel in traffic lanes, park curbside and have safety equipment consistent with or exceeding state DMV and insurance board standards.
 - Speed throttled at 30mph to keep up with traffic, license plates ensure accountability.
 - Revel offers free in-person lessons to existing and potential riders 7 days a week.
 - Immediate multi-lingual (currently English and Spanish) customer support from Revel employees is available during operating hours.
 - Revel has field technicians and mechanics working 24/7 so there is always an employee ready to respond to any issue at any time. It is also Revel's policy to engage with regulators, law enforcement and other key city officials in any city we operate. All will have a direct cell phone number and email address for a locally-based senior management employee to contact at any time, day or night if needed.

c) Plan of how Revel will provide services

- Revel will provide an initial fleet of 500 electric motor scooters (Revels) titled

and registered with the California Department of Motor Vehicles by December 1, 2019. All Revels in the Berkeley fleet will be:

- Zero-emission
- Powered by a Lithium ion battery
- Equipped with a kickstand
- Equipped with automatic shut-off turning signals
- Equipped with a helmet case containing two USDOT certified helmets
- Equipped with a speed governor that ensures the vehicle will not travel in excess of 30 mph on level ground
- Equipped with geo-fencing technology
- Like in New York and Washington D.C., Revel will maintain operating hours of 5am to midnight to start but will consider extending operating hours once the city is used to the service and demand permits. Revel will provide all signage, supplies and equipment necessary to operate in the program areas. Revel will secure an adequate facility within the City of Berkeley for the purpose of Revel operations.
- Revel will hire a Head of Operations and Head of Public Affairs as well as a fleet operations team tasked with maintaining the vehicles at maximum capacity, including maintenance and charging. Customer support and data needs will be managed by our New York-based team, who will be in constant contact with the Berkeley-based operations team. We will secure a location in the Berkeley area which will house all our operations in advance of the launch date.
- Like our other programs, Berkeley riders will download the Revel app to sign up for the vehicle sharing service. After uploading a license and a 'selfie', Revel will ensure that the potential user has a responsible driving record, e.g. no prior DUI violations or excessive speeding tickets. After determining that the potential user meets the Revel safety standard, the user can unlock any vehicle, unlock and access either of two USDOT-certified helmets (a Revel is manufactured to accommodate two riders) that are stored in the Revel helmet case at all times. In short, riders use the Revel app to find a nearby Revel, reserve it, ride where they need to go, and park it in a legal parking spot when done. The cost per ride will be \$1 to unlock, .25/minute to ride, .10/minute to park. We are also committed to equitable riding that is accessible to all residents and will offer the Revel Access program, which gives a 40 percent discount for riders on any form of government assistance, to qualifying Berkeley riders. This is consistent with the current pricing of our existing fleet.
- Revels are licensed vehicles and therefore travel in traffic lanes, adhere to all rules of the road, including parking regulations, and have DMV safety equipment. While Revels are "street-legal", their speed is throttled at 30mph and no motorcycle license is required. Each Revel has an alarm system that is activated if the Revel is moved when locked, along with a rocking back wheel mechanism.

d) Regional Plan

What are or will be your membership requirements

- Revel members must:
 - be 21 years of age or older

- have a valid driver's license
- upload a "selfie" for the driving record screening
- have a responsible driving record, e.g. no prior DUI violations or excessive speeding tickets
- agree and adhere to our user agreement including
 - adhere to all rules of the road
 - follow parking regulations
 - wear a helmet at all times
 - passenger must be 18 years of age or older

Describe the company's insurance coverage for each shared vehicle and for each member operating the vehicle during the period of use, including liability coverage, personal injury protection, uninsured/underinsured motorist and collision/comprehensive deductible.

Every Revel is covered by liability insurance for each vehicle and for each member operating the vehicle during the period of use. Every Revel is covered by general liability insurance up to a million and up to \$50,000 for each member operating a Revel. Every Revel is covered by liability insurance for each vehicle and for each member operating the vehicle during the period of use.

Commercial General Liability:

- Each occurrence \$1,000,000
- Damage to rented premises \$50,000
- Medical expenses \$5,000
- Personal & adv injury 1,000,000
- General aggregate \$2,000,000
- Products \$2,000,000

Company: Y-Risk

- Address: 29 Mill St, Unionville, CT 06085
- Phone Number: 860-559-4099 (cell)
- Point of Contact: Bernie Horovitz
- Email Address: bernieh@yrisk.com
- Services Provided: Partner & CEO of Y-Risk (insurance provider)

Quantify you company's initial fleet size and how the vehicles will be geographically distributed to serve the City of Berkeley

Revel would initially deploy 500 mopeds in geographically distributed locations throughout Berkeley that would demonstratively serve Berkeley residents. As in other cities that we operate in, we would work together with the City of Berkeley to ensure that our operating area covered neighborhoods that have historically lacked transit access.

Describe how members use the company's reservation system and the devices (phone, computer, smart phone, etc.) that can be used to make or change a reservation.

During the sign-up process to use Revel, members are required to upload a photo of their driver's license and take a selfie to confirm the rider is the actual license holder. Then the system does a DMV record check to confirm the driver's license is not suspended; the holder is at least 21 years of age and that they have a safe driving history. A record of recent DUI's, speeding or multiple recent moving violations would trigger a flag to review or reject the registration. Once a rider's account is approved, accessing a Revel is as follows:

1. Open the Revel app on a smart phone to find a nearby vehicle.
2. Click to reserve (up to 15 minutes), once at vehicle click to start and unlock helmet case.
3. Take a free "safety minute" to fasten helmet, check mirrors, get comfortable.
4. Begin ride and park in a legal parking spot when you reach your destination.
5. Close out the ride with one click.

Describe all of the ways that members can find one-way car share vehicles (phone, computer, smart phone, etc.).

Members can access Revels through any phone that can access a phone app and that has a camera that can take a selfie. Members must put a debit or credit card on file to use the service. Revels are available to members every day between the hours of 5 a.m. and midnight.

Describe how members pay for vehicle use and the rates you plan to charge

Members pay through a debit or credit card registered to their Revel account. Revel has a flat \$19 fee to run a background check on every rider's driving history. If approved, Revel users pay a \$1 unlock fee and each additional minute is \$0.25. Further, as another example of our commitment to the communities we serve, we are proud to offer our Revel Access program, providing a 40% discount for Revel users that qualify for affordable assistance programs, including SNAP benefits and affordable housing. Revel members that qualify for the Access program also receive a credit to their account to offset the \$19 fee to run the background check.

Describe how your company's rental vehicles are tracked in real time

All of our vehicles contain a telematics device that communicates vehicle data to us, including but not limited to, vehicle location. Information is collected every second, and stored in our database.

Indicate when your company would be ready to launch one-way car share in Berkeley.

We would be ready to launch December 1.

Photos and renderings of your company's branded vehicles with this application.



Our team has the ability to execute.



Frank Reig
Co-Founder & CEO
VP, Energy & Industrials, GLG

Paul Suhey
Co-Founder & COO
Advanced Design Engineer,
Exxon



Haley Rubinson
Director of Business Development
Managing Director, Tusk Ventures



Michael Pellegrino
Director of Operations
Director of Launch, Motivate



Joseph Nowicki
Director of Data Science & Analytics
VP, Data Science, Hugu



Kristy Zoshak
Director of Community
Trade Commissioner Tech,
Canadian Embassy



Lauren Vriens
NYC GM



Theresa Magliano
NYC Senior Operations Manager
Head of Ops, Marley Spoon



Kaitlin Day
Customer Experience
Manager
Manager, Customer Care at
The Body Shop



Alexandria Borlabi
Finance Manager
Manager, Financial Planning
at Flocabulary



Mikaela Jordan
Senior Data Analyst
– Data Analyst at RAPP



Daniela Henry
Policy and Gov't Affairs Manager
Senior Policy Advisor, NYC Mayor



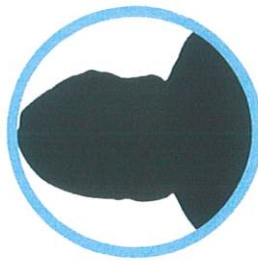
Helen Stackhouse
Marketing & Design Manager
Creative Services Manager, Lytt



Jonathan Brims
New Market Launch Manager
Chief Strategy Officer,
Immersive Robotics

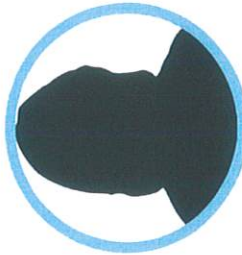
By December 1, 2019

Berkeley Head of Operations



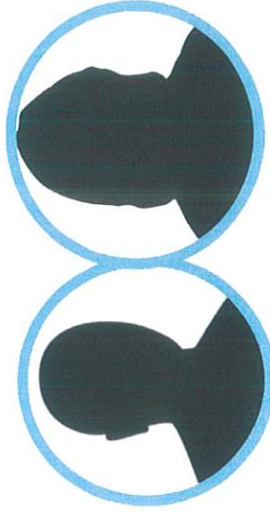
CEO of our critical markets

Berkeley Head of Public Affairs



Manage day-to day operations

Berkeley Fleet Operations Staff



Warehouse and field operations









City of Oakland

**FREE-FLOATING ZONE PARKING PERMIT (FFZPP) AND MASTER
RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS**

Department of Transportation | Parking & Mobility

6/13/2019

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

CONTENTS

Definitions..... 3

Authority..... 3

Intent 4

Fleet deployment and rebalancing 4

Privileges of the Free-Floating Zone Parking Permit 4

Privileges of the Master Residential Parking Permit 6

Eligible Permittees 6

Permit Structure 7

Permit Term 7

Permit Cap and Fleet Size..... 7

Evidence of Permit..... 8

Establishment of A Free-Floating Zone Area..... 8

 Eligibility Criteria of Free-Floating Zone Area:..... 9

Outreach to Neighborhood Associations and Business Groups 10

Permit Fees and Payment Reconciliation 10

 Free-Floating Parking Zone 11

 Master Residential Parking Permit 11

Insurance Requirements..... 12

Permit Application and Service Initiation..... 12

Data Reporting and Record Keeping 13

 Reporting to the City..... 13

 Records 14

Enforcement..... 15

 Parking Enforcement 15

 Financial and Field Audits 15

Revocation 17

Indemnification 17

Compliance with Additional Terms and Conditions 18

Compliance with Applicable Law 18

Responsibilities of Permittee 18

Responsibilities of the City..... 19

**FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL
PARKING PERMIT (MRPP) TERMS AND CONDITIONS**

Car Sharing Staff Contact:

Michael Ford, Ph.D., C.P.P.

mford@oaklandca.gov

(510) 238-7670

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

DEFINITIONS

"Car sharing" is defined as a membership-based service, available to all qualified drivers in a community, which allows members to make motor vehicle trips with the use of a rented motor vehicle without a separate written requirement for each trip. (Oakland Municipal Code 10.44.030)

"Car sharing organization" is an organization that provides members with access to a minimum of 20 shared-use motor vehicles at geographically distributed locations with hourly, daily, and/or weekly rates (or fractions thereof) that include insurance. The Department of Transportation will maintain a list of the criteria necessary to become a "qualified" car sharing organization as well as a list of qualified car sharing organizations entitled to apply for car sharing-related permits. (Oakland Municipal Code 10.44.030)

"Car sharing vehicle" is a motor vehicle made accessible by a car sharing organization for use by its members. Each car sharing organization shall display its identifying emblem on any car sharing vehicle using on-street spaces. (Oakland Municipal Code 10.44.030)

"Master Residential Parking Permit" (MRPP) refers to the permit that entitles car sharing vehicles with master residential parking permits to park in any residential permit parking area. (Oakland Municipal Code 10.44.030)

"Motor vehicle" means and includes automobile, truck, motorcycle or other motor driven form of transportation not in excess of 10,000 pounds in gross vehicle weight rating. (Oakland Municipal Code 10.44.030)

"Free-floating Zone Parking Permit" (FFZPP) is a permit that entitles members of a permitted car sharing organization to lawfully park car sharing vehicles in metered and unmetered spaces with duration limits of two hours or longer for up to 72 hours within a designated zone. (Oakland Municipal Code 10.71.030)

"Free-floating zone area" is the area agreed upon by the car sharing organization permit holder and the Department of Transportation, which bounds the permitted parking area for permit holder's car sharing vehicles within Oakland. (Oakland Municipal Code 10.71.030)

"Qualified Car Share Organization" (QCSO) is a car sharing organization that has been approved by the Department of Transportation for a Free-floating zone parking permit and/or Master residential parking permit.

"Parking permit" means a permit issued under this chapter which, when displayed upon a motor vehicle, as described herein, shall exempt said motor vehicle from parking time restrictions established pursuant to this chapter. (Oakland Municipal Code 10.44.030)

AUTHORITY

In ordinance 13301 C.M.S. and a companion resolution, 85459 C.M.S., the City Council delegated the authority to the Director of Transportation or a designee to approve the criteria and

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

administrative rules to issue the Free-Floating Zone Parking Permit (FFZPP) and the Master Residential Parking Permit (MRPP).

INTENT

The intent of the FFZPP is to facilitate car sharing within Oakland by establishing a permit that entitles a permitted car sharing vehicle to lawfully park in metered and unmetered spaces with duration limits of two hours or longer for up to 72 hours within a designated free-floating zone area. The concept for the FFZPP is based on the idea that Qualified Car Sharing Organizations should be able to pre-pay an estimate of meter fees for parking activity of point-to-point car sharing vehicles within a designated free-floating zone area. The estimate will be reconciled with actual parking activity after the term of the FFZPP.

The intent of the MRPP is to facilitate car sharing within Oakland by establishing a permit that entitles a permitted car sharing vehicle to lawfully park in all residential permit parking areas (RPP) areas for up to seventy-two (72) hours. The concept for the MRPP is based on the idea that car sharing vehicles should be entitled to the same on-street parking privileges of private automobiles. Because car sharing vehicles will rotate throughout the City, the vehicles will require access to all RPP areas.

FLEET DEPLOYMENT AND REBALANCING

In order to evenly distribute vehicles during initial deployment and ongoing operations, no more than two vehicles shall be parked by applicant as part of fleet "rebalancing" per block face or per 500 linear feet of curb, whichever is shorter. In addition, no more than one vehicle should be "rebalanced" to block faces where one or more of applicant's vehicles have already been parked by a customer. All rebalancing vehicle trips shall be clearly noted as such in vehicle trip and/or parking records provided to the City.

PRIVILEGES OF THE FREE-FLOATING ZONE PARKING PERMIT

The following privileges will be extended to the Permittee:

1. **Waiver of parking duration time limits for two hours or longer within an approved free-floating zone area:** The FFZPP allows Permitted car sharing vehicles to be parked up to 72 hours without the direct payment of a meter on the public right-of-way, in legal and not otherwise restricted parking spaces within an approved free-floating zone area. Restricted parking spaces include those with one or more regulating signs (such as Vanpool spaces), which cannot be used by Permittee during the specified restricted times shown on the sign(s), as well as meters with time limits of less than two hours. The Permittee should consult *Title 10 – Vehicles and Traffic, Oakland Municipal Code*, for a list of City parking restrictions.
2. **Ability of the Permittee to pre-pay estimated parking fees accrued by its car sharing vehicles in the approved free-floating zone area over the calendar year:** The FFZPP fee estimates the average parking meter fees that a single car sharing vehicle will accrue

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

over the course of one year (12 calendar months). With this Permit, the Permittee agrees to pay the fee published in the Master Fee Schedule at the beginning of the permit term as in lieu fee for its members' estimated parking meter usage. Members of the Permitted Qualified Car Sharing Organization should not pay meters with time limits of two hours or longer while parking FFZPP Permitted vehicles in an approved zone. It is expected that the Permittee will track actual parking events of members within the approved free-floating zone area and report parking activity to the City of Oakland on a monthly or quarterly basis. At the end of the Permit term, the City will invoice the Permittee for any parking fee shortfall, which will need to be paid within 30 days. If the Permittee has overpaid at the start of the Permit term, then either credit will be applied towards a renewal of permits or a reimbursement check will be sent to the Permittee.

Mopeds and motorcycles: Members parking mopeds or motorcycles in a metered zone but parked between metered spaces (at the parking "T" if one exists and/or in front of the parking meter if one exists), perpendicular to the curb in such a way as to not obstruct other vehicles from parking on either side, will not be required to reimburse the City for meter revenue. Members parking permitted mopeds or motorcycles in such a way that prevents another vehicle from parking in either adjacent space, or in a designated motorcycle parking area will be required to reimburse the City through the meter deposit. Permittee will educate its members about proper parking procedures.

3. **Ability to request signage:** The intention of the FFZPP is to designate an area within which it's possible to park without dedicating specific locations in the right of way for parking for car sharing vehicles. However, there are circumstances in which signage might be necessary to signify the right of Permitted car sharing vehicles to park in an approved area. In such circumstances, the Permittee can request that the City approve, install, and remove signage and sidewalk and/or street markings designating an approved home zone. The Permittee shall not install, paint, mark, or remove any signs, markings, or other demarcations on City property including on the street or the sidewalk. The City is not responsible for any damage caused to Permittee installed signage and/or markings.
4. **Option to request up to four (4) changes to the approved free-floating zone area during the term of the Permit:** The City of Oakland authorizes the Permittee to change the approved initial free-floating zone area up to four times during the term of the Permit. As long as the Permittee demonstrates to the City that changes to the free-floating zone area continue to meet the City's eligibility criteria (see Establishment of A Free-Floating Zone on page 8), the City will automatically approve the change to the free-floating zone area. If the changed free-floating zone area deviates from the criteria, the Permittee will need to submit the changes to the free-floating zone area for the City's approval before the Permittee can shift operations. Upon receipt of the changed free-floating zone area, the City will have ten (10) business days to respond to the changed boundary.

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

5. **Ability to park a moped or motorcycle within designated moped or motorcycle parking areas:** In addition to the privileges described above, FFZP permits obtained for mopeds or motorcycles grant members the ability to park them in designated motorcycle parking areas without direct payment of the meter fee when displaying their FFZP permits. Meter fees will be deducted from the FFZP deposit at the end of the permit year.

PRIVILEGES OF THE MASTER RESIDENTIAL PARKING PERMIT

The following privileges will be extended to the Permittee:

1. **Ability to park a permitted car sharing vehicle for longer than two (2) hours but no longer than seventy-two (72) hours in a residential permit parking area:** The Master Residential Parking Permit (MRPP) allows Permitted car sharing vehicles to be parked up to 72 hours in legal and not otherwise restricted parking spaces within an RPP area. Restricted parking spaces include those with one or more regulating signs (such as blue curb or disabled spaces), which cannot be used by Permittee during the specified restricted times shown on the sign(s). Permitted motorcycles or mopeds must park perpendicular to the curb, with one wheel touching the curb.

The Permittee should consult *Title 10 – Vehicles and Traffic - Chapter 10.44 – Residential Permit Parking Program* of the Oakland Municipal Code, for a list of City parking restrictions in RPP areas.

2. **Ability to park a permitted car sharing vehicle in any residential permit parking areas in Oakland:** The MRPP allows Permitted car sharing vehicles to park in any RPP area regardless of the residential address of the car sharing member operating the vehicle. Please see attached map of RPP areas.
3. **Ability to request signage:** The intention of the MRPP is to allow car sharing vehicles to rotate within and among RPP areas without dedicating specific locations in the right of way for parking for car sharing vehicles. However, there are circumstances in which signage might be necessary to signify the right of Permitted car sharing vehicles to park in an approved area. In such circumstances, the Permittee can request that the City approve, install, and remove signage and sidewalk and/or street markings in RPP areas. The Permittee shall not install, paint, mark, or remove any signs, markings, or other demarcations on City property including on the street or the sidewalk. The City is not responsible for any damage caused to Permittee installed signage and/or markings.

ELIGIBLE PERMITTEES

An eligible applicant for a FFZPP and/or a MRPP must have obtained a certificate, which acknowledges that the buyer is a Qualified Car Sharing Organization in Oakland, or a letter that indicates that the buyer is a Conditionally Qualified Car Sharing Organization. The Qualified Car Share Organization must also possess a business license to operate in the City of Oakland.

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

PERMIT STRUCTURE

The FFZPP and MRPP shall have two components: a Fleet Permit granted to a Qualified Car Sharing Organization (Qualified CSO) and an individual Permit, which is granted to a specific vehicle. To purchase individual FFZPP and/or MRPP Permits, an applicant must file an application for a fleet permit with the City. A Qualified CSO is only entitled to receive one FFZPP Fleet Permit, one MRPP Fleet Permit, or one combined FFZPP/MRPP permit per year.

Permits are issued to individual Qualified Car Sharing Organizations, and they may not be traded or resold.

PERMIT TERM

The FFZPP shall last for one year on a fiscal year schedule. For instance, the 2018 Permit will be in effect from July 1, 2018, to June 30, 2019. A Qualified Car Sharing Organization who receives an FFZPP Fleet Permit after July in the calendar year will have the option to pro-rate individual Permit fees to the month purchased. The option to renew permits to Permittees in good standing will be presented in June of the Permit year.

The Fleet Master Residential Parking Permit (Fleet MRPP) shall last for one year on a fiscal year schedule. For instance, the 2018 Permit will be in effect from July 1, 2018, to June 30, 2019. Qualified Car Sharing Organizations (Qualified CSOs) who receive a Fleet MRPP after July in the calendar year will have the option to pro-rate individual Permit fees at the discount schedule extended to Residential Parking Permits. For instance, a Qualified CSO that purchases MRPPs in the first half of the calendar year will have to pay the full Permit fee, but will only pay 70% of the Permit fee if purchased in the second half of the calendar year. Please see the FY 16-17 Master Fee Schedule for more information about proration:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/BudgetOffice/OAK056277>.

The option to renew permits to Permittees in good standing will be presented in June of the Permit year.

PERMIT CAP AND FLEET SIZE

Each Qualified Car Sharing Organization (Qualified CSO) applying for FFZPPs can be issued no more than one Fleet Permit, which entitles a fleet of car sharing vehicles owned by a Qualified Car Sharing Organization to purchase individual FFZPPs. This Fleet Permit will allow the City to batch process renewals, vehicle registrations, parking citations, etc., with Permittees. The City has not adopted a cap on the number of car sharing vehicles a QCSO can include in a Permitted Fleet, but in the Car Sharing Principles (85459 C.M.S.), the City limited the number of individual FFZPPs to 400 per year during the pilot program (the first two years that the FFZPP is available for sale). If this cap presents a hindrance to operators and the realization of the City's car sharing principles, the City will make adjustments to the cap.

An FFZPP Fleet Permit applicant, however, cannot purchase more individual FFZPPs than with which it can initiate service during that Permit term. For instance, if an applicant has 30 vehicles

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

ready to be used in a Free-Floating model, but it requests to purchase 40 individual FFZPPs, the additional 10 permits will be denied or revoked upon discovery that they are not in use.

A Fleet MRPP applicant cannot purchase more individual MRPPs than with which it can initiate service during that Permit term. For instance, if an applicant has 30 vehicles ready to be used in a Free-Floating model, but requests to purchase 40 individual MRPPs, the additional 10 permits will be denied or revoked upon discovery that they are not in use.

EVIDENCE OF PERMIT

A separate, individual, revocable FFZPP will be issued to each vehicle and/or license plate registered by the Permittee. As evidence of the Permit, the City of Oakland will issue 1) a paper Permit, and 2) a sticker to be affixed to the lower left corner of the rear bumper. The sticker will take the following form:

1. A mini-sticker that features the City's logo and the serial number of the Permit to be affixed to a larger bumper sticker provided by the Qualified Car Sharing Organization (Qualified CSO) of a similar size to the Residential Parking Permit sticker. The larger bumper sticker provided by the Qualified CSO must display the following information:
 - a. A title indicating that the Permitted vehicle has special parking privileges
 - b. The license plate number of the Permitted vehicle
 - c. The date the Permit expires in that Permitted year
 - d. Sufficient space for the City's mini sticker
 - e. The zone designation of the Qualified CSO's approved Free-Floating Parking Zone.

If the FFZPP Permittee also purchases Master Residential Parking Permits (MRPPs) for its car sharing vehicles and chooses to affix City-issued mini-stickers to bumper stickers, the City will have opportunity to combine the mini-sticker for the FFZPP and the mini-sticker for the MRPP into one combined sticker.

Alternative arrangements for the sticker can be made at the request of the Qualified CSO. To inquire, please contact the car share contact.

ESTABLISHMENT OF A FREE-FLOATING ZONE AREA

It is the obligation of the Qualified Car Sharing Organization (Qualified CSO) to propose a Free-Floating Parking Zone ("free-floating zone area") in which to establish car sharing services as permitted by the FFZPP Fleet Permit. In the form of a map (file type to be specified by the City), the boundaries of the free-floating zone area will be submitted to the Department of Transportation as the initial step in the FFZPP Fleet Permit application process. Once the boundaries of the FFZPP have been approved (criteria outlined below), the Qualified CSO will submit information about its fleet of car sharing vehicles to the Parking Permits Supervisor in the Revenue Department.

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

As specified in the Municipal Code (*Title 10 – Vehicles and Traffic*), the Permittee is allowed up to four (4) changes of the free-floating zone area during the term of the Permit. Any proposed changes to the boundaries within the Permit term must be submitted to the Department of Transportation. As long as the Permittee demonstrates to the City that changes to the free-floating zone area continue to meet the City’s eligibility criteria of the free-floating zone area boundary and that there are no outstanding claims by neighborhood associations and/or business groups, the City will automatically approve the change to the free-floating zone area. If the Permittee requires an exception from the eligibility criteria, then the Permittee will need to receive the City’s approval of the changes before the Permittee can adjust operations or inform members of the new free-floating zone area.

The Permittee must notify its members about changes to the free-floating zone area at least three (3) days before the Permittee adjusts the zone.

If changes to the operating area proposed by Permittee will significantly restrict access of neighborhoods or neighborhood commercial districts to car sharing services, the Permittee must contact any City-recognized neighborhood organizations and/or business associations that are impacted and provide an opportunity for neighborhood input.

The City may provide a list and/or map of any and all parts of the free-floating zone area that the Permittee’s permits will not be honored. The Permittee’s permits will not be valid when the vehicle is parked in these areas and therefore must follow the same rules and regulations as any other motor vehicle.

Eligibility Criteria of Free-Floating Zone Area:

1. The free-floating zone area must be situated in part or completely within the City of Oakland’s boundaries.
2. The free-floating zone area must be representative of Oakland’s geographic and socioeconomic diversity. Within 3 (three) months of FFZP approval or renewal, at least 50 percent (50%) of the free-floating zone area must encompass all or parts of census tracts that have been designated Communities of Concern by the Metropolitan Transportation Commission (MTC). Details about the Communities of Concern designation can be found on the MTC’s data portal: <http://opendata.mtc.ca.gov/datasets?q=Policy> . This criterion has been recommended to ensure that the City’s programs are accessible to all residents.
3. If a street or block face would like to be included in a free-floating zone area, and the Permittee has denied the request of the appropriate neighborhood association and/or business group, the City reserves the right to withhold approval of subsequent changes to the free-floating zone area or renewal of the FFZPPs until the complaints with said groups have been resolved. The neighborhood association and/or business group must file notice of the request to be included in a given free-floating zone area with the City at least ten (10) business days before a specific date of a requested action. The City must

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

notify the affected Permittee within ten (10) business days that the City has received such a request from a neighborhood association and/or business group.

4. If, after six (6) months of inclusion in a free-floating zone area, neighborhood organizations and/or business groups within the zone protest the inclusion of a street or block face in a free-floating zone area, said groups can petition the City to have its street included on the black out list of streets with overriding parking restrictions. At least two-thirds (2/3) of residents on a given street or block face must sign a petition to remove said street and/or block face from a free-floating zone area. The City requires that the petitioning neighborhood and/or business group make an effort to negotiate the parking behavior directly with the Permittee operating in the free-floating zone area before bringing a petition to the Shared Mobility Coordinator or designee of the City Traffic Engineer.
5. The free-floating zone area is only valid and operational so long as the Permittee holds active FFZPPs granted by the City.
6. If the applicant's free-floating zone area does not include Communities of Concern (as designated by MTC) located in East Oakland (defined as areas to the east of 14th Avenue), then an Expansion Plan must be submitted to the Department of Transportation within three (3) months of the receipt or renewal of applicant's FZPP's. The Expansion Plan must include an expected timeline for expanding service to Communities of Concern in East Oakland, a map or maps depicting the proposed service area changes over time, and any actions that the applicant requests from the City in order to expand service.

OUTREACH TO NEIGHBORHOOD ASSOCIATIONS AND BUSINESS GROUPS

After the City grants the applicant an FFZPP, MRPP, or combined FFZPP-MRPP permit, the Permittee must request at least one (1) meeting with each neighborhood associations and/or business group located within the approved Free-Floating Parking Zone ("free-floating zone area") and/or Master Residential Parking Area Zone. When a free-floating zone area expands, the City expects the Permittee to request at least one (1) meeting with each neighborhood associations and/or business group located in the expanded free-floating zone area. Prior to designating or expanding a free-floating zone, the applicant must provide the City with a proposed list of neighborhood associations and business groups which it intends to meet with. The Department of Transportation must then approve the proposed list of meetings. After those meetings are completed, the applicant must provide the City with evidence of attendance (such as a sign-in sheet or meeting agenda) and meeting notes.

The Permittee shall not advertise or publish the City's participation in this Permit program prior to receiving the FFZPP, MRPP, or combined FFZPP-MRPP permit.

PERMIT FEES AND PAYMENT RECONCILIATION

The Permittee agrees to pay all permit and other appropriate fees to the City.

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

Free-Floating Parking Zone

The Free-Floating Parking Zone (FFZPP or “free-floating zone area”) Permit fees are published in the Master Fee Schedule. For Fiscal Year 19-20, the cost of an FFZPP is \$220 per car sharing vehicle per year. The intent of this fee is to create an upfront estimate of the expected meter usage of a car sharing vehicle within the approved free-floating zone area. Over the course of the term of the Permit, the Permittee will track actual parking meter usage per vehicle, report that usage to the City, and within 30 days after the last day of the permit term, i.e. July 31 of the following year, reconcile the actual dollar value of parking meter usage estimated pre-payment.

For motorcycles and mopeds, the FFZP is one-fifth the cost of the standard FFZP fee, to account for the smaller size of these vehicles and the small number of designated motorcycle parking areas. For fiscal Year 19-20, the motorcycle and moped FFZP is \$44

In the case of overpayment, the City will credit the surcharge towards a Permit renewal or the Permittee will invoice the City for the balance by the last business day of the subsequent month. In the case of underpayment, the City will invoice the Permittee for the balance by the last business day of the subsequent month.

The Permit fees are based on the anticipated average number of vehicles in the Permittee’s fleet in Oakland. For an FFZPP Permittee with a free-floating zone area that spans multiple municipalities including Oakland, the Permittee will calculate an estimate of the average number of vehicles which will park overnight, based on the share of parking meters, the share of parking spaces, or the share of the area within Oakland of the multi-jurisdiction free-floating zone area. Documentation of the estimate of the average number of vehicles should be included with the Permit application. These fees are to be assessed at the beginning of each Permit term and when additional vehicles are added to the fleet (no fees will be assessed for substitute vehicles).

Meter recovery fees are based on the actual time car sharing vehicles parked at meters. These fees are to be assessed for the fleet at the end of each quarter or Permit term and will reflect the total meter usage for that quarter.

If a Permittee increases its fleet size during the Permit term, the Permittee must report to the City the number of new vehicles to be added to their fleet Permit. These vehicles must be added to the Permit and the FFZPP fee must be paid for these vehicles. The City may charge a pro-rated Permit fee for each vehicle added (see the Permit Term section).

Master Residential Parking Permit

The Master Residential Parking Permit (MRPP) fees are published in the Master Fee Schedule. For Fiscal Year 19-20, the cost of an MRPP is \$105 per car sharing vehicle per year.

The intent of this fee is to allow car sharing vehicles equivalent curbside parking privileges to private vehicles in residential areas. Because car share vehicles are expected to rotate in an unpredictable fashion within and among residential parking areas, the City deems it necessary to open all residential parking areas to car sharing vehicles; the City has valued this privilege at approximately three (3) times the value of a standard Residential Parking Permit (RPP). The cost

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

of a new RPP was \$35 at program inception, but has since risen to \$84. Thus the City derived the \$105 Permit fee from three (3) times the cost of the \$35 fee. In FY 19-20, the fee for the MRPP is likely to increase with the updated cost of the RPP (see the **Error! Reference source not found.** on page **Error! Bookmark not defined.**)

INSURANCE REQUIREMENTS

The Permittee shall maintain in force at its own expense, each type of insurance noted below:

1. Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that is satisfactory to the City. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage shall be written on an occurrence basis. The limit per occurrence shall not be less than \$2,000,000 or as may be required by subsequent amendment and shall provide that the City of Oakland, and its agents, officers, and employees are Additional Insured.
2. Automobile Liability insurance with a combined single limit of not less than \$2,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
3. On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Permittee or its insurer(s) to the City.
4. Certificates of insurance. As evidence of the insurance coverages required by this permit, the Permittee shall furnish acceptable insurance certificates to the City at the time Permittee returns signed permits. This certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30-days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Permittee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.
5. The Department of Transportation will automatically revoke this permit without further action if this insurance is permitted to lapse, is canceled, or for any other reason becomes inoperative.

PERMIT APPLICATION AND SERVICE INITIATION

To apply for and receive a FFZPP or MRPP, as well as initiate the car sharing service, the applicant will follow the following steps:

1. Apply for and obtain a Qualified Car Sharing Organization Certificate.

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

2. Submit to the Department of Transportation a proposed free-floating zone area map.
3. Submit an FFZPP Fleet Permit and/or MRPP application with 1) the Qualified Car Sharing Organization Certificate, 2) the City-approved free-floating zone area map 3) the applicable information about the car sharing vehicles in the fleet, 4) the payment for Permit fees, and 5) other supporting documentation, as needed.
4. Conduct outreach meetings, as appropriate.
5. Receive Permits and apply sticker decals to car sharing vehicles.

Documentation of these steps, an estimated timeline of the application process, and other updates will be posted to the City's website: <https://www.oaklandca.gov/services/dot/car-share-program>

The City expects Permittees to initiate the car sharing services during the Permit term in which the Permits were purchased. If the Permittee does not initiate car sharing services during the Permit term in which the Permits were purchased, the unused Permits will be revoked and ineligible to renew in a subsequent Permit term.

Because the City recognizes the first two years of sales of these permits as the Pilot Program, the period within which to initiate service is the entire Permit term. For instance, a Permittee that receives Permits on April 1, 2016 will have until December 31, 2016 to initiate car sharing services. In subsequent years, the time period between when the Permits are issued and when car sharing services are initiated may be shortened.

DATA REPORTING AND RECORD KEEPING

Reporting to the City

The Permittee agrees to survey members at least once (1 time) per Permit term, consult with the City on questions included in the survey, and provide results of the annual survey to the Car Share Contact in the Department of Transportation.

The Permittee is also required to report, on a monthly or quarterly basis, information regarding the fleet and membership. The goal of these reports is to better understand how the entire car share system is being utilized and to better inform future policy changes. The Permittee will work with the City to provide the following information on their company's operations, such as:

1. Number of vehicles in fleet
2. Parking locations of vehicles
3. Fleet usage
4. Total number of members
5. Member Survey and General Demographics

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

Information submitted to the City is subject to the City of Oakland's Sunshine Ordinance (Oakland Municipal Code Chapter 2.20 – Public Meetings and Public Records) and the California Public Records Act (Government Code Section 6250 et seq.). If the Permittee believes that any material it submits constitutes trade secrets, privileged information, or confidential commercial or financial data, then the Permittee should mark those items as confidential or proprietary. The City is not bound by the Permittee's determination as to whether materials are subject to disclosure under CPRA and reserves the right to independently determine whether the materials are required to be made available for inspection or otherwise produced under CPRA. If the City receives a request for such information marked as confidential, it will notify the Permittee. If a suit is filed to compel disclosure of such information, the City will notify the Permittee, and the Permittee shall be responsible for taking appropriate action to defend against disclosure of its confidential information, and will hold the City harmless from any costs or liability resulting from any CPRA litigation.

The Permittee shall furnish to the City a report each month, quarter or Permit term (as determined by the Permittee and the City), due within 30 days from end of that quarter or term, containing monthly summary data related to parking events in the Free-Floating Parking Zone for the prior quarter. This data should detail the time parked in the meter zones as well as sum up the meter usage costs in relation to FFPP deposits. Should the Permittee's FFZPP and/or MRPP include the Montclair Flexible Parking Rate District or any future flexible parking rate districts, the Permittee must track the parking meter rate changes and apply them to the parking events, which can change as often as every sixty days. This data will be used to evaluate quarterly or term charges related to metered parking fees. If the City Council approves any changes to metered parking rates or meter districts during the Permit term, the Permit fee will be adjusted to reflect the changes. Changes to meter rates will be published within the City's Master Fee Schedule.

The Permittee will agree to work with and provide access to members to independent researchers, who will study to the environmental, social, and economic impacts of the two- year expansion of car sharing in Oakland as a part of the car sharing grant awarded to the City of Oakland from the Metropolitan Transportation Commission (85459 C.M.S.). The City will provide details about the evaluation to Permittees during the Permit application process.

Records

The Permittee shall retain and maintain all records and documents relating to the Permit for five (5) years after the date in which this Permit terminates, and shall make them available for inspection and audit by authorized representatives of the City. Permittee shall make available all requested data and records at reasonable locations within the City of Oakland at any time during normal business hours, and as often as the City deems necessary. If records are not made available within the City of Oakland, the Permittee shall pay the city's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested may result in termination of the permit.

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

ENFORCEMENT

Parking Enforcement

The City will train its parking enforcement technicians in the new privileges associated with the FFZPP and MRPP, and equip technicians with approved area maps. The Department of Transportation will be responsible for keeping the parking enforcement staff apprised of changes to a Permittee's approved free-floating zone area and new sales of MRPPs.

With the exceptions of the aforementioned privileges bestowed to car sharing vehicles and Permittees (see Privileges of the Free-Floating Zone Parking Permit on page 4), car sharing vehicles are subject to all other traffic and parking regulations outlined in *Title 10 – Vehicles and Traffic* of the Oakland Municipal Code. Parking enforcement technicians will issue citations to car sharing vehicles for violations as they would private automobiles. Permittees with outstanding parking citations will not be allowed to renew FFZPPs or MRPPs until citations have been resolved with the Parking Operations Division.

Financial and Field Audits

The City reserves the right to conduct a financial review and/or audit of the Permittee. If the City commences an audit of a Permittee, the Permittee will be notified of the forthcoming audit at least thirty (30) days in advance of the audit by mail and by email. Details of the financial information to be provided to the City will be included in the notification.

The Permittee shall establish and maintain a reasonable accounting system that enables the City to readily identify the Permittee's assets, expenses, costs of goods, and use of funds. The City and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to the Terms and Conditions of the permit, including, but not limited to those kept by the Permittee, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The City shall have the right to conduct an audit or examination no more than two (2) times per calendar year.

The City reserves the right to conduct field audits of car sharing vehicles in which parking enforcement officers record locations of parked car sharing vehicles and cross-check them against reports of parking activity provided to the City by the Permittee. The Permittee shall, at all times during the term of the permit and for a period of five (5) years after the permit term, maintain such records, together with such supporting or underlying documents and materials. The Permittee shall at any time requested by the City, whether during or after the permit term, make such records available for inspection and audit by the City. Such records shall be made available to the City during normal business hours and subject to a thirty (30) day written notice by electronic mail and first-class U.S. Postal Service delivery. In the event that no such location

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the City. The Permittee shall ensure the City has these rights with the Permittee's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Permittee and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Permittee's obligations to the City. Costs of any audits and examinations conducted under the authority of this right to audit and not addressed elsewhere in this contract will be borne by the City. The City will issue a warning to the Permittee if it fails either a financial or field audit. The Permittee risks revocation of some or all individual FFZPPs or MRPPs, if the Permittee fails to take measures to address the audit failure or repeats a failure in a subsequent audit.

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

REVOCAATION

The City of Oakland reserves the right to revoke a FFZPP or MRPP at any time upon written notice of revocation sent to both the Permittee's mailing and email addresses listed on the Permittee's Application submitted to the City.

The Permittee agrees to surrender such permit in accordance with the instructions in the notice of revocation. In the event that the City revokes a FFZPP or MRPP, Permittee shall cease operations in the public right of way within ten (10) business days from the date the notice of revocation was mailed and emailed by the City to the Permittee.

If the Permittee wishes to contest the revocation of a permit, the Permittee may contact, within ten (10) days of the date of revocation, the Supervisor of the Shared Mobility Coordinator, appropriate transportation manager within the City of Oakland or the Supervisor of the Parking Permits and Citations Office within the Department of Finance and Management to explain any basis for why the Permit should not be revoked.

In circumstances that pose a serious threat to public health or safety, the City reserves the right to immediately revoke an FFZPP and/or MRPP effective on the date the notice of revocation is mailed and emailed to the Permittee. The City shall state the public health or safety reasons that require immediate revocation in the notice of revocation. In such circumstances, the Permittee shall be required to immediately remove the car sharing vehicle from the public right of way.

This permit is revocable by the City Traffic Engineer at any time in the event the public's need requires it, or the Permittee fails to comply with the conditions of this Permit. No expenditure of money hereunder, lapse of time, or other act or thing shall operate as an estoppel against the City of Oakland, or be held to give the Permittee any vested or other right. Upon the expiration of this permit, or upon its sooner revocation by the City Traffic Engineer, the City shall no longer provide said right of this Permit.

INDEMNIFICATION

Permittee shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Permittee or loss of or damage to property, arising directly or indirectly from Permittee's performance of this Permit, including, but not limited to, Permittee's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Permittee, its subpermittees or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

In addition to Permittee's obligation to indemnify City, Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Permittee by City and continues at all times thereafter. Permittee shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Permit.

Permittee shall indemnify, defend and hold harmless the City of Oakland, its officers, agents and employees from and against all claims, demands, suits, actions, damages, liabilities, costs and expenses of whatsoever nature, including all attorney fees and costs, relating to, resulting from or arising out of the permitted activities. This Permit is personal to the Permittee and may not be transferred, assigned or otherwise conveyed. Identification of vehicle as belonging to this car sharing organization must be clearly visible on the vehicle, in contrasting colors with letters two inches high or larger.

COMPLIANCE WITH ADDITIONAL TERMS AND CONDITIONS

Permittee agrees to comply with any and all additional written terms and conditions required by the City of Oakland for participation in the Car Sharing Program. Permittee acknowledges that these written terms and conditions may be changed, amended, or revised at any time by the City upon written notification to the Permittee. By acceptance of a FFZPP and/or MRPP, Permittee agrees to comply with any changed, amended or revised written terms and conditions within thirty (30) days of written notification by the City. Failure to comply with any or all terms and conditions required by the City in the FFZPP and/or the MRPP can result in the revocation of any or all FFZPPs and/or MRPPs issued to the Permittee upon written notice of revocation by the City.

COMPLIANCE WITH APPLICABLE LAW

The Permittee represents and certifies, under penalty of perjury, that the Car Share Organization and the car sharing vehicles on whose behalf the Permittee is seeking this Permit is in compliance with all California Vehicle Code requirements, FFZPP requirements, and Qualified Car Sharing Organization criteria set forth here and in the City's Municipal Code.

RESPONSIBILITIES OF PERMITTEE

It is responsibility of the Permittee to:

1. Operate a legitimate car sharing service that benefits the residents of Oakland.
2. Maintain its Qualified Car Sharing Organization status during the term of the FFZPP and/or MRPP.

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

3. Maintain adequate and sufficient insurance coverage.
4. Conduct outreach to Oakland residents and businesses, as appropriate.
5. Ensure that car sharing vehicles display evidence of the FFZPP and/or MRPP.
6. For FFZPP Only: Maintain an approved Free-Floating Parking Zone.
7. For FFZPP Only: Submit documentation of changes of the free-floating zone area no more than four (4) times within the Permit term.
8. Track and report to the City parking activity of car sharing vehicles within the free-floating zone area or within residential permit parking areas.
9. Pay upfront Permit fees as specified in the Master Fee Schedule, and reconcile balance differences at the end of the Permit term with respect to the amount of actual parking activity.
10. Pay the City all citations and towing fees incurred by the Permittee's car sharing vehicles, however the pass-through of fees to the member is justified wherein the member is the responsible party, according to the California Vehicle Code and/or the Oakland Municipal Code.
11. Report changes in license plate numbers, vehicle registrations, and other required vehicle information to the Parking Operations Supervisor, as changes to the Permitted fleet occur during the term of the permit.
12. Facilitate the City's financial and/or field audits and take steps to address the City's recommendations from the audits.
13. Meet all the requirements of the FFZPP and MRPP.

RESPONSIBILITIES OF THE CITY

It is the responsibility of the City to:

1. Fulfill the objectives of the Car Sharing Policy (85459 C.M.S.).
2. Administer a fair, timely, and efficient FFZPP process.
3. Coordinate internally to communicate changes to maps, Permits, Permit fees, etc. between divisions and departments.
4. Keep records of Qualified Car Sharing Organization certifications and Permits granted.
5. Approve the list of outreach activities proposed by the applicant prior to establishing or expanding a free-floating zone area.

FREE-FLOATING ZONE PARKING PERMIT (FFZPP) and MASTER RESIDENTIAL PARKING PERMIT (MRPP) TERMS AND CONDITIONS

6. Conduct outreach to Oakland residents and businesses, as appropriate.
7. Respond to concerns and petitions of Oakland residents and businesses, as appropriate.
8. Assess Permit fees as defined in the Master Fee Schedule.
9. Enforce the Traffic and Vehicle Code.
10. Conduct audits of Permittees to ensure that car sharing services follow regulations and accurately report parking activity, as needed.
11. Receive and analyze reports of parking activity.
12. Respond to requests from Permittees, as defined in the FFZPP Terms and Conditions, in a timely and efficient manner
13. Keep Permittees apprised of changes to Permit terms and conditions, parking and curb designations, and parking meter rates and permit fees.
14. Keep Permittees apprised of changes to key City personnel and provide a staff contact to car sharing organizations.

Revel

Fall 2019



REVEL

Meet Revel. Seamless integration into the existing transportation network.

Street Legal

Every vehicle has a DMV-issued license plate and requires a drivers license to operate. No motorcycle license required.

Space Efficient

Parks in curb dead space. An average parking spot fits 7 mopeds

Affordable

Cheaper than UberX, Lyft, UberPool

Sustainable

100% of the fleet is 100% emissions-free. Electrically powered, they're also noise-free

Multiple uses

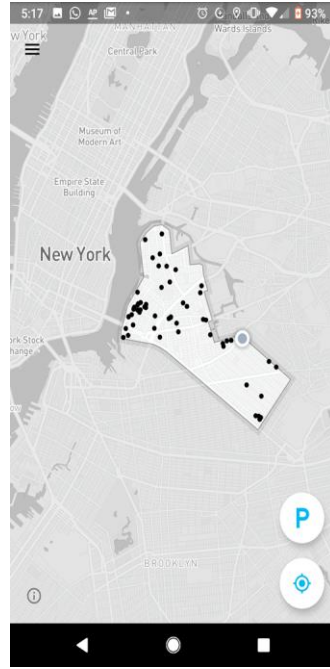
Great for short trips, middle mile and complete trips. Replace car trips, relieve/supplement congested transit lines



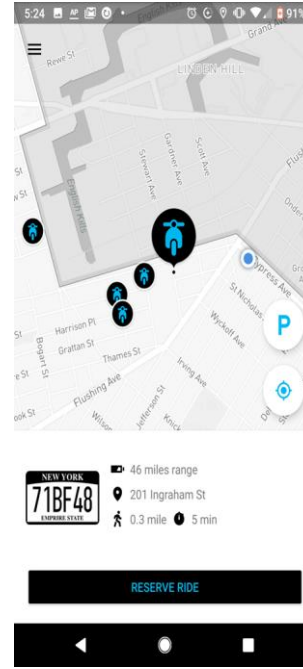
REVEL

How it works.

1. Open the Revel app to find a nearby vehicle.
2. Click to reserve (up to 15 min), at vehicle click to start and unlock helmet case.
3. Begin ride and park in a legal parking spot when you reach your destination. Close ride.



Open the App



Locate nearest Revel

Reserve and ride wherever you need to go!

REVEL

Safety is paramount.

- Drivers must be at least **21 years old** with a **valid license** and safe driving record.
 - ✓ Before registration is complete Revel performs background checks to verify riders' information.
 - ✓ Users must also submit a selfie to verify they are the license-holders.
- **2 USDOT certified helmets** equipped with eye protection shields are stored in each Revel at all times.
- As motor vehicles, Revel's **travel in traffic lanes, park curbside** and have safety equipment consistent with or exceeding state DMV and insurance board standards.
- Speed **throttled at 30mph** to keep up with traffic, license plates ensure accountability.



REVEL

We're committed to free safety education for all.

- Revel offers free in-person lessons to existing and potential riders 7 days a week
- Each trip begins with a safety checklist
- Ride ends with reminders to ensure proper parking
- Our team is available to provide immediate customer support during operating hours



REVEL

Our pilot has been a success.

July 2018 – April 2019: 68 e-mopeds in
Bushwick, Greenpoint & Williamsburg

27,000+ rides

2.5 mi avg ride

3,500+ users

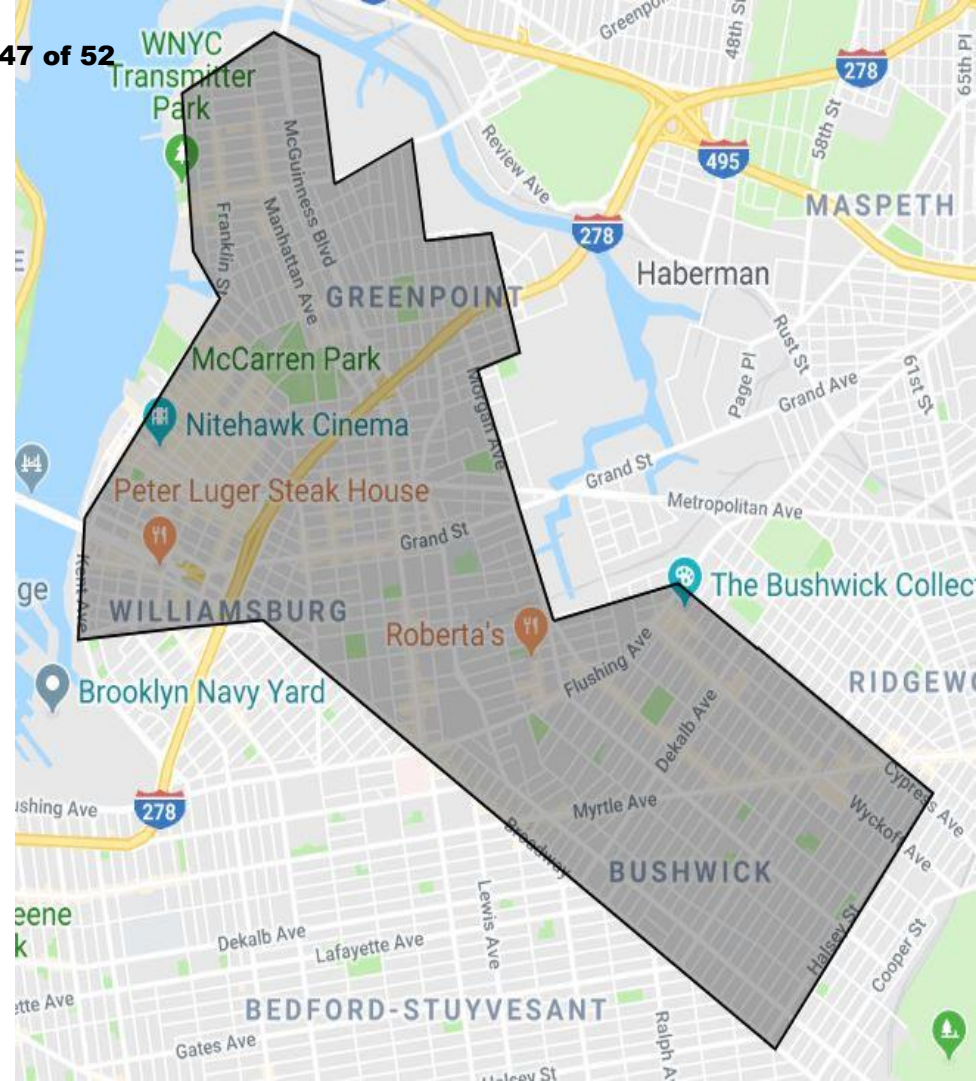
>200 lessons

Customer Reviews

“Shockingly easy to use, incredible customer service, and neighborhood-to-neighborhood no-brainer. So glad it’s here, it better be to stay.”

“Best customer service I’ve ever experienced, ever.”

“I never knew how much fun and exciting it would be until I got on it and I love it, I can see this company going far.”



REVEL

2018 Brooklyn Pilot: Rider Feedback

90% Would take fewer car trips if Revel were available throughout all of Brooklyn and Queens

50% Report using Revel to replace taxi/Uber/Lyft/personal vehicle trips

70% Would use Revel at least once a week if it were available throughout all of Brooklyn and Queens

90% Would recommend Revel to their friends

REVEL

Data and rider feedback have helped us make Revel even better.

2018



\$4 for 20 minutes, \$0.25 each additional minute

Center kickstand, common for mopeds, motorcycles

Manual turn-off blinkers, common for mopeds

200lbs of weight centralized

Safety / education material on our website

Seat ~32" from the ground

2019



\$1 unlock fee, \$0.25 each additional minute

Side kickstand, common for bicycles

Auto turn-off blinkers, common for typical passenger vehicles

200lbs of weight distributed for improved balance and command over the vehicle

Safety / education material on both our website and app

Seat ~29" from the ground

REVEL

NYC Expansion 2019

As a result of such a successful pilot, with support from local leaders, on May 28th we expanded our fleet of 68 vehicles in three neighborhoods to a fleet of **1000** across approximately **20**.

In just the first month **tens of thousands of new users** signed up, with vehicles averaging **7+ trips per day**.



REVEL

Moving forward in 2019.

- We have **expanded our footprint in NYC**, in August we **launched a fleet in Washington DC** and plan to launch in additional cities across the United States.
- We will engage early and often with cities. Our approach is to **listen, deploy, learn and refine**.
- Our goal is to fit seamlessly into cities' existing transportation networks, offering a new option for all residents. Particularly in neighborhoods with **limited transit options, lower rates of car ownership**, and those **historically underserved** by companies offering innovative mobility solutions.
- We are also committed to **equitable riding** that is **accessible to all residents**. We will continue to offer an **equitable access rider program** with a **40 percent discount** off our standard pricing. We will also invest in marketing to traditionally underserved communities.
- **Revel doesn't do gig economy**. We staff full-time employees with benefits including health insurance and 401k. We will also establish a physical presence in every city we operate, with locally-based employees on the ground so we remain responsive to our customers, city government and our community.

REVEL

We're here to help.

Our approach is to listen, deploy, learn and refine.

Call (or text) us anytime with questions, concerns or if you want to take a test ride!

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