
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS
GEOFF PAYTON, STREETS & PROPERTIES SUPERVISOR
SUBJECT: RESOLUTION: KANE COUNTY BIKE SHARING MEMORANDUM OF UNDERSTANDING
AGENDA: AUGUST 6, 2019 BOARD MEETING
DATE: JULY 31, 2019

ISSUE

Approve a Memorandum of Understanding (MOU) with the Kane County Department of Transportation for Bike Sharing.

DISCUSSION

At the last Board Meeting, the Village Board discussed the KDOT Bike Sharing Program. The Village Board directed Staff to proceed with the next step to participate in this program. The next step in this process is to approve the MOU's to participate in the program. These MOU's are not legally or financially binding whatsoever, but simply state that the Village is potentially interested in participating. The main purpose in signing these MOU's is that only participants that sign the MOU before the deadline will be able to view and provide comments on the Request for Proposal (RFP) for a bike sharing company that KDOT will be releasing in September 2019.

KDOT would like all MOU's be signed by August 23, 2019. Participants that sign and return the MOU by this date will be able to submit comments on the RFP until August 30, 2019.

COST

There are no costs associated with this Resolution. The costs of this program will be determined in the future. When the costs are determined, it will be brought to the Village Board to determine if the Board would like to proceed with this program.

RECOMMENDATION

That the Village Board approve **Resolution #20190806PW2** authorizing Staff to execute the Memorandum of Understanding with the Kane county Department of Transportation for the Bike Sharing program.



RESOLUTION NO. 20190806PW2

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

RESOLUTION AUTHORIZING EXECUTION OF AN MEMORADUM OF UNDERSTANDING WITH THEKANE COUNTY DEPARTMENT OF TRANSPORTATION FOR A BIKE SHARING PROGRAM

WHEREAS, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to execute the Memorandum of Understanding with KDOT for the Bike Sharing program, and to execute the attached agreement;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

The Director of Public Works and/or his assigned are hereby authorized the Memorandum of Understanding with KDOT for the Bike Sharing program on behalf of the Village.

Passed by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, at a regular meeting thereof held on the 6th day of August, 2019.

 P. Sean Michels, President of the Board
 of Trustees of the Village of Sugar Grove,
 Kane County, Illinois

ATTEST:

 Cynthia Galbreath, Village Clerk,
 Village of Sugar Grove

| | Aye | Nay | Absent | Abstain |
|---------------------------|-------|-------|--------|---------|
| Trustee Sean Herron | _____ | _____ | _____ | _____ |
| Trustee Rick Montalto | _____ | _____ | _____ | _____ |
| Trustee Ted Koch | _____ | _____ | _____ | _____ |
| Trustee Jennifer Konen | _____ | _____ | _____ | _____ |
| Trustee Heidi Lendi | _____ | _____ | _____ | _____ |
| Trustee Ryan Walter | _____ | _____ | _____ | _____ |
| President P. Sean Michels | _____ | _____ | _____ | _____ |

Memorandum of Understanding Regarding Bike Sharing Services

This Memorandum of Understanding (“MOU”) is made by and between the Kane County Division of Transportation (the “County”) and _____ (the “Local Public Agency”).

TERMS OF UNDERSTANDING

1. Definitions.
 - a. “Bicycles” means all standard pedal bicycles and/or other mobility vehicles that might be included within the program.
 - b. “Kane County Bike Share Program” means the future bike share program being organized by the Kane County Division of Transportation.

PROGRAM OUTLINE

The Local Public Agency has expressed interest in participating in the Kane County Bike Share Program. This memorandum of understanding is meant to serve as an outline of key elements and dates of the Kane County Bike Share Program as it would relate to the Local Public Agency’s participation therein.

1. *Purpose of the Program.* Bike sharing will be an affordable, healthy, safe, environmentally sustainable, and popular addition to Kane County’s transportation options. Implementing a top-quality system will boost the County’s transportation network and further advance Kane County’s position as a high quality destination and place to live. Bike share will help connect residents, commuters and visitors to more of Kane County’s businesses, institutions and attractions. Requests from neighboring counties and municipalities therein for participation in the Kane County System offer the possibility for expansion beyond the initial service area.
2. *Goals and Objectives.* The following goals and objectives have been identified for the initial launch of the system:
 - Create a quality user experience with a convenient and easy-to-use system,
 - Enhance connections to the public transit network and park-and-ride lots,
 - Increase physical activity to benefit public health,
 - Promote travel to landmarks, parks, trails and shopping districts (among residents and visitors),
 - Increase access to job opportunities and education,
 - Expand mobility options for low-income residents,
 - Improve connectivity between existing hubs of activity, and
 - Leverage bike share to help shift local culture towards multi-modal transportation
3. *The Local Public Agency’s Responsibilities.* Following the Request for Proposal process, the Local Public Agency will be responsible for all financial obligations for the stations that they purchase from the chosen contractor. The County will not own or operate any stations. The Local Public Agency will be responsible for negotiating the revenue sharing

breakdown, station location placement, and other financial matters with the chosen contractor.

OBLIGATIONS

This MOU does not create any financial or legal obligations, nor does it signal any commitment of funds from either Party.

In order to move forward, The Parties will sign this Memorandum of Understanding that will be executed no later than Friday, August 23, 2019.

This MOU shall automatically terminate if the Memorandum of Understanding is not entered into, for any reason, on or before August 23, 2019.

In order to be eligible to offer comments on the forthcoming Request for Proposals that will be used to procure a bike sharing contractor, this MOU must be signed before August 23, 2019. Those who do not wish to sign the MOU before the aforementioned deadline will not be eligible to offer comments to the RFP.

We look forward to working with the municipalities, agencies, and organizations of Kane County to improve mobility for its residents and visitors. It is the hope of Kane County Division of Transportation that this program will help create more liveable cities, enhanced recreational offerings, additional transportation options and a reduced carbon footprint.

[Remainder of page intentionally blank. Signatures follow on subsequent page.]

The Local Public Agency

Kane County

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____
Clerk of the Board

Approved as to form
and legal sufficiency

Assistant County Attorney