



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

AGENDA

Board of Directors Meeting
5616 Bay Street, Conference Room
Emeryville, CA 94608
October 20, 2011 at 9:00AM

Chair

Denise Pinkston,
TMG Partners

Vice Chair

Bob Canter,
Emeryville Chamber
of Commerce

Secretary/Treasury

Geoffrey Sears,
Wareham
Development

Directors

Sandy Brownstone,
Hines

Al DeGroot,
Novartis

Lisa Finnin-Ciccoli,
IKEA

Ron Weller,
Bay Street

Andrew Allen,
At-Large

Paula Hertel,
AgeSong

Michael Cullen,
Pixar

1. Call to Order
2. Public Comments
3. Approval of Minutes of July 28, 2011 and September 22, 2011 Board Meeting
4. Business Items
 - A. Discussion and Approval of Payment for Brokerage Services
 - B. Approval of Resolution 11-06 to set the schedule of future Board meetings, per Article V, Section 10.B of the Amended and Restated Bylaws.
 - C. Discussion and Approval of Reaffirmation and Second Amendment to Ground Lease with LBA RIV-Company X11, LLC
 - D. Discussion and Approval of Amendment 2 to Agreement with SFO Shuttle Company
 - E. Discussion on Bike Sharing Pilot Program
 - F. Discussion on Potential renaming of Watergate Express Route
5. Executive Director's Report
 - A. Monthly list of Disbursements for September 2011 (*Attachment*)
6. Suggestions/Requests from Board Members
7. Confirm date of Next Meeting
8. Adjournment

A complete copy of the agenda is available for public viewing in the Emeryville City Clerk's Office at 1333 Park Avenue at least 72 hours prior to the meeting. All writings that are public records and relate to an agenda item above will be made available at the meeting. The TMA will mail a copy of the agenda or, if requested, the entire agenda packet, to any person who has filed a written request for such materials. If requested, these materials will be made available in appropriate alternative formats to persons with disabilities. Written requests should be mailed to Emeryville TMA, 1300 67th Street, Emeryville, CA 94608.

To download a copy of the agenda packet, please visit our website at www.emerygoround.com. If you have comments or questions about this agenda, please email us at info@emerygoround.com, or call the Executive Director, Peter Oswald at (925) 937-0980.

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

ACTION SUMMARY MINUTES

Board Meeting of July 28, 2011

1. Call to Order

The meeting was called to order at 2:02 AM by Chair, Denise Pinkston

Directors Present: Denise Pinkston, Geoff Sears, Ron Weller, Lisa Finnin-Ciccoli, Paula Hertel

Staff present: Peter Oswald (Executive Director) and Roni Hatstrup (Executive Assistant)

City of Emeryville Staff present: Karen Hemphill

2. Public Comments

Karen Hemphill noted that NBS reported changes to the Property Based Improvement District (PBID) law. Have not determined when changes will take effect.

3. Approval of Minutes of May 19, 2011 Board Meeting

The minutes were approved unanimously.

4. Business Items

A. Recommendation for approval of contract with the City of Emeryville to continue operations of 8 to Go through June 2012

Director Sears asked for clarification of costs reimbursed by the City. Mr. Oswald explained that all costs both operational and administrative are invoiced and reimbursed by the City.

This item was approved unanimously.

B. Review and approval of 2011 Mid-year budget adjustment

This item was approved unanimously.

C. Presentation of Easy Pass by Cleo Goodwin of AC Transit

This item required no action by the Board.

D. Discuss potential renaming of Watergate Express Route

Director Pinkston suggested that this item be postponed to a later meeting when Director Brownstone could be involved.

5. Executive Director's Report

Mr. Oswald presented the following items to the Board as information:

A. Monthly List of Disbursements for May and June 2011.

B. Presentation of New Route Guide

C. Draft Rider Survey

Director Finnin-Ciccoli suggested adding legal language to the survey since it involves a gift giveaway and offered to send the language they have used at IKEA as a starting point.

D. City Council Action on PBID Levy

E. Presentation of Getaround Car Sharing Program

Director Pinkston suggested offering Getaround advertising opportunities on our website and bus monitors.

6. Suggestions/Requests from the Board Members

No additional comments or suggestions were made by the Board.

7. Confirm date of Next Meeting – September 22nd at 2:00pm.

Meeting date was confirmed.

8. Adjournment.

The meeting was adjourned at 3:20 PM.

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

ACTION SUMMARY MINUTES

Board Meeting of September 22, 2011

1. Call to Order

The meeting was called to order at 2:05 AM by Chair, Denise Pinkston

Directors Present: Denise Pinkston, Ron Weller, Al DeGroot, Andrew Allen

Staff present: Peter Oswald (Executive Director) and Roni Hatstrup (Executive Assistant)

Others present: Rob Rees (Fehr & Peers)

2. Public Comments

Director Pinkston requested feedback from the Board as to whether or not there was interest in implementing a bike sharing pilot program. Both Director Weller and DeGroot stated that they did like the idea. Director Pinkston suggested that it be added as a discussion topic on the next meeting agenda.

3. Approval of Minutes of July 28, 2011 Board Meeting

The Board did not reach a quorum, therefore no action was taken. Item will be included on the next meeting agenda.

4. Business Items

A. Mobility in Emeryville, presented by Rob Rees of Fehr and Peers

This item was for information only. It was decided that a meeting with the City Manager, Planning Director and Public Works Director was needed.

B. Executive Director Review/Contract Negotiations Committee Assignment

Director Pinkston recommended Director Weller and DeGroot for the committee. No formal action was taken.

C. New Board Director Appointment, Paula Hertel of AgeSong representing the residential community

It was announced that Director Hertel had formally accepted the position as Director. It was determined that formal appointment of a Director for replacement is not required per the TMA Bylaws.

D. Discussion of potential renaming of Watergate Express Route

Item was postponed to the next meeting.

5. Executive Director's Report

Mr. Oswald informed the Board of the status of the bus stop at Pixar. To avoid similar issues in the future, Director Pinkston recommended that a representative of the TMA request to be added on as a member of the City Transportation Committee.

6. Suggestions/Requests from the Board Members
No additional comments or suggestions were made by the Board.
7. Confirm date of Next Meeting – October 27, 2011 @ 2:00PM.
The Board discussed the issue of attendance with the new date/time and suggested the meeting be moved back to the previous date and time. Therefore, it was confirmed that the next meeting would be October 20th at 9:00AM.
8. Adjournment.
The meeting was adjourned at 3:40 PM.

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

STAFF REPORT MEMORANDUM

DATE: October 12, 2011

FROM: Peter Oswald, Executive Director

SUBJECT: Payment to Real Estate Broker

RECOMMENDATION

Staff requests Board approval of the \$6,000.00 fee requested by the Broker.

BACKGROUND

Some years back the ETMA entered in to a contract with Jeff Leenhouts of Cassidy Turley/BT Commercial to assist the ETMA to find a yard location, either purchase of the present leased facility, or a new location. That contact was up last June. Over time Mr. Leenhouts provided potential locations, comparable sales, communication with our previous landlord, REDICO, put in several Letters of Intent to Purchase the property to REDICO on ETMA's behalf, and prepared potential purchase of a property on Adeline Street in Oakland. This work was presented to both the previous and present Executive Directors.

DISCUSSION

Several members have expressed a desire that, although an eventual site was not obtained through Mr. Leenhouts services, that he performed diligently and should be compensated for his efforts. In discussion with Mr. Leenhouts, your Executive Director negotiated a payment sum of \$6,000. This amount seems fair given Mr. Leenhouts efforts to locate a new site, negotiate with the present landlord to purchase the existing site, and discussions with the new landlord, LBA Realty, to extend our present lease at almost the same terms.

FINANCIAL CONSIDERATIONS

Although not specifically contemplated in the 2011 Budget, sufficient funds exist in the Other Consultants Category to cover the \$6,000 fee.



Cassidy Turley BT Commercial
1650 Technology Drive
Suite 600
San Jose, CA 95110
t 408.436.8000
f 408.441.0832

INVOICE

October 12, 2011

Invoice # 57461-1

Emery Go Round
1300 67th Street
Emeryville, CA 94608

Remit with copy of invoice to:
Cassidy Turley BT Commercial
1650 Technology Drive, Suite 600
San Jose, CA 95110

Attention: Peter Oswald

Salesperson(s): Jeff Leenhouts & Adam Peterson

Consulting Fee

Total Commission -- Per Agreement	\$6,000.00
Total Commission Now Due Cassidy Turley BT Commercial	\$6,000.00

Thank You!

Remittance Instructions:

1. Please enclose copy of invoice.
2. Payment due upon receipt.
3. Blickman Turkus, LP dba Cassidy Turley BT Commercial (Federal ID #77-0187877).

RESOLUTION NO. 11-06

**RESOLUTION OF THE EMERYVILLE TRANSPORTATION MANAGEMENT
ASSOCIATION TO SET THE SCHEDULE FOR REGULAR BOARD OF
DIRECTOR MEETINGS**

WHEREAS, Article V, Section 10.B of the Amended and Restated Bylaws of the Emeryville Transportation Management Association, states that the regular meetings of the Board of Directors shall be held on such dates, times and places as adopted by Board resolution; and

BE IT RESOLVED, That the Board has established a new date, time and location for the regular Board of Director meetings as the the third Thursday of each month at nine o'clock (9:00) AM at 5616 Bay Street, unless cancelled due to lack of business items.

Approved at the Board of Directors meeting of October 20, 2011.

Signed _____ Dated _____
Denise Pinkston, Chair

EMERYVILLE TRANSPORATATION MANAGEMENT ASSOCIATION

STAFF REPORT MEMORANDUM

DATE: October 5, 2011

FROM: Peter Oswald, Executive Director

SUBJECT: Extension of Yard Lease

RECOMMENDATION

It is recommended that the Board authorize the Executive Director to execute the extension of the yard lease as attached.

BACKGROUND

ETMA has enjoyed a lease agreement with REDICO for 1300 67th Street, Emeryville CA, for use as a yard and office. Earlier this year ownership of the land passed from REDICO to LBA Realty. Upon transference of the ownership, the lease expired. ETMA and LBA have been discussing a lease extension. We have come to an agreement that the previously existing lease will be extended through June 2013 with the following terms: LBA will assume the REDICO lease, the rent will increase about 1 cent per square foot (approximately \$400 a month), and either party may expire the lease with six months notice (previously only the landlord had this right).

DISCUSSION

For some time ETMA has been searching for a permanent yard/office home. We have found this difficult because of the extremely high land values in Emeryville and the surrounding area. We continue to search for a permanent site and the extension of our present lease through June 2013 allows us to do this. If we are fortunate enough to find a permanent site before our lease is up, the right to cancel with six months will allow us to do so without a penalty fee.

FINANCIAL CONSIDERATIONS

The monthly cost of the ETMA ground lease for the yard/office will increase from \$5,989.53 to \$6,398.46, or an increase of \$408.93. Our exposure to pay rent through June 2013, if we find a permanent site, may be reduced by exercise of the six months termination clause.

1 **REAFFIRMATION AND SECOND GROUND LEASE MODIFICATION**

2 **BETWEEN**

3 **LBA RIV-COMPANY XII, LLC**

4 **AND**

5 **EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION**

6 This REAFFIRMATION AND SECOND GROUND LEASE MODIFICATION
7 (“**Amendment**”) is made and entered into as of the 15th day of July, 2011 (“**Effective Date**”),
8 by and between **LBA RIV-COMPANY XII, LLC**, a Delaware limited liability company
9 (“**Landlord**”) and **EMERYVILLE TRANSPORTATION MANAGEMENT**
10 **ASSOCIATION**, a California non-profit public benefit corporation (“**Tenant**”).

11 **WITNESSETH:**

12 **WHEREAS**, 6701 San Pablo LLC, a Michigan limited liability company (“**Prior**
13 **Landlord**”), and Tenant entered into that certain Ground Lease dated June 6, 2008 (“**Initial**
14 **Lease**”), as amended by that certain First Ground Lease Modification dated June 6, 2008 (the
15 Initial Lease, as amended, shall collectively hereinafter referred to as the “**Lease**”), pursuant to
16 which Prior Landlord leased to Tenant certain premises comprising approximately 37,638 square
17 feet of land which is improved with a modular building (“**Premises**”), as more particularly
18 described in the Lease, located at 6701 San Pablo Avenue, Berkeley, California (the
19 “**Building**”), upon the terms and conditions contained in the Lease.

20 **WHEREAS**, all right, title and interest in the Building was conveyed to Landlord
21 pursuant to that certain Trustee’s Deed Upon Sale dated July 15, 2011 and recorded with the
22 Alameda County Registrar Recorder on July 21, 2011 as document number 2011-203716.

23 **WHEREAS**, Landlord and Tenant desire to (a) reaffirm the Lease, (b) extend the Term
24 of the Lease, and (c) amend the Lease in certain respects as set forth herein.

25 **NOW, THEREFORE**, for and in consideration of the mutual covenants and promises
26 herein contained, and for other good and valuable consideration, the receipt and sufficiency of
27 which are hereby acknowledged, the parties hereto agree as follows:

28 **1. Defined Terms.** Capitalized terms used and not otherwise defined herein shall
29 have the same meanings ascribed to them in the Lease.

30 **2. Reaffirmation of Lease.** Landlord and Tenant hereby reaffirm the Lease and
31 acknowledge that the copy of the Lease attached hereto as Exhibit A and made a part hereof is a
32 true and correct copy of the Lease and that it remains in full force and effect, except as amended
33 by the terms of this Amendment.

34 **3. Term of the Lease.** Effective as of July 1, 2011, the Term of the Lease is hereby
35 extended for an additional period of two (2) years (the “**Extended Term**”), so that the Extended
36 Term shall commence on July 1, 2011 (“**Revised Lease Commencement Date**”) and expire,
37 unless terminated sooner pursuant to the terms of the Lease, on June 30, 2013 (“**Revised Lease**
38 **Expiration Date**”). All references to “**Lease Term**” in the Lease and this Amendment shall be
39 deemed references to the Term as extended by this Amendment and all references to the
40 “**Expiration Date**” shall be deemed references to the Revised Lease Expiration Date.
41 Accordingly, Tenant hereby acknowledges and agrees that Tenant shall no longer have any
42 further right to extend the Extended Term and Section 2.02 of the Initial Lease is hereby deleted
43 in its entirety and of no further force or effect.

44 Landlord and Tenant shall each have the right to terminate the Lease (“Option to
45 Terminate”) at any time during the Extended Term upon not less than one hundred eighty
46 (180) days prior written notice to the other party (“Termination Notice”) without any
47 obligation by the party exercising the Option to Terminate (“Exercising Party”) to pay any
48 fee or penalty in connection therewith. Subject to the terms hereof, if Landlord or Tenant
49 properly exercises such Option to Terminate the Lease hereunder, such termination shall
50 be effective as of the date which shall be one hundred eighty (180) days following the date
51 Landlord or Tenant shall receive the Termination Notice (“Early Termination Date”) from
52 the Exercising Party. The Exercising Party shall have no right to exercise the Option to
53 Terminate if, at the time the Exercising Party shall send the Termination Notice or at any
54 time prior to the Early Termination Date, a default by the Exercising Party has occurred
55 under any of the provisions of the Lease (as amended by this Amendment).

56 **4. Condition of the Premises.** Landlord shall have no obligation whatsoever to
57 construct leasehold improvements for Tenant or to repair or refurbish the Premises. The taking of
58 possession of the Premises by Tenant shall be conclusive evidence that Tenant accepts the same
59 “**AS IS**” and that the Premises is suited for the use intended by Tenant and was in good and
60 satisfactory condition at the time such possession was taken. Tenant acknowledges that neither
61 Landlord nor Landlord’s agents has made any representation or warranty as to the condition of
62 the Premises or the Building or its suitability for Tenant’s purposes. Tenant represents and
63 warrants to Landlord that (a) its sole intended use of the Premises is for uses set forth in Section
64 5.01 of the Lease, (b) it does not intend to use the Premises for any other purpose, and (c) prior
65 to executing this Amendment it has made such investigations as it deems appropriate with
66 respect to the suitability of the Premises for its intended use and has determined that the Premises
67 is suitable for such intended use.

68 **5. Base Monthly Rent.** During the Extension Term, the Base Monthly Rent for the
69 Premises shall be: \$6,398.46 per month/\$76,781.52 per annum.

70 **6. Additional Rent.** During the Extended Term and in addition to the Base Monthly
71 Rent set forth in Section 5 of this Amendment, Tenant shall pay Additional Rent and all other
72 rent to be paid by Tenant to Landlord under the terms and provisions of the Lease.

73 **7. Landlord’s Address.** Any notice required or permitted to be given by Tenant to
74 Landlord shall be addressed as follows:

75 LBA Realty
76 17901 Von Karman, Suite 950
77 Irvine, California 92614
78 Attention: Mr. David Thomas

79 **8. Acknowledgment by Tenant.** As of the Effective Date, Tenant hereby
80 acknowledge and agrees as to the following:

81 (a) All work required to be performed by Landlord under the Lease has been
82 satisfactorily completed.

83 (b) As of the Effective Date, Tenant has not delivered to Landlord any notice
84 to the effect that Landlord is in default of its obligations under the Lease and no event has
85 occurred and no condition exists that with the giving of notice or the passage of time without
86 cure thereof would constitute a default by Landlord under the Lease.

87 **9. Brokers.** Tenant represents and warrants to Landlord that it has not engaged any
88 broker, finder or other person who would be entitled to any commission or fees in respect of the
89 negotiation, execution or delivery of this Amendment and shall indemnify, defend and hold
90 harmless Landlord against any loss, cost, liability or expense incurred by Landlord as a result of
91 any claim asserted by any such broker, finder or other person on the basis of any arrangements or
92 agreements made or alleged to have been made by or on behalf of Tenant.

93 **10. Entire Agreement; Amendment.** The Lease, as amended by this Amendment,
94 constitutes the full and complete agreement and understanding between the parties hereto and
95 shall supersede all prior communications, representations, understandings or agreements, if any,
96 whether oral or written, concerning the subject matter contained in the Lease, as so amended, and
97 no provision of the Lease, as so amended, may be modified, amended, waived or discharged, in
98 whole or in part, except by a written instrument executed by all of the parties hereto.

99 **11. Authority.** Each person executing this Amendment represents and warrants that
100 he or she is duly authorized and empowered to execute it, and does so as the act of and on behalf
101 of the party indicated below.

102 **12. Conflicting Terms.** Except as clarified and modified herein, the Lease shall
103 remain in full force and effect. In the event a conflict exists between the terms and conditions of
104 this Amendment and the terms and conditions of the Lease, the terms and conditions of this
105 Amendment shall control.

106 (SIGNATURES ON NEXT PAGE)

107

108 **IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the
109 date first written above.

LANDLORD

LBA RIV-COMPANY XII, LLC

By: _____

Name: _____

Its: _____

TENANT

**EMERYVILLE TRANSPORTATION
MANAGEMENT ASSOCIATION**

By: _____

Name: _____

Its: _____

110

111

EXHIBIT A

112

LEASE

113

[To Be Attached]

114

115

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

STAFF REPORT MEMORANDUM

DATE: October 5, 2011

FROM: Peter Oswald, Executive Director

SUBJECT: Discussion and Approval of Amendment 2 to SFO Shuttle Contract

RECOMMENDATION

It is recommended that the Board authorize the Executive Director to execute Amendment 2 to the SFO ShuttleBus Contract to extend the contract term one year to December 2012.

BACKGROUND

ETMA entered into an agreement with SFO ShuttleBus Company on January 1, 2007 essentially to operate the Emery Go-Round transit service. The contract term was five years ending December 31, 2011. ETMA has a right to extend the contract for an additional two years with an ending period of December 31, 2013. ETMA has also contracted with SFO ShuttleBus Company to operate the West Berkeley Shuttle. That contract ends December 31, 2012.

DISCUSSION

Your Executive Director has had several discussions with SFO ShuttleBus Company regarding these two contracts. The goal is to bring the two contracts into time conformance. Therefore, it has been agreed that the ETMA/SFO ShuttleBus Company Agreement be extended one year bringing it in conformance with the ETMA SFO Agreement time frame on the West Berkeley Shuttle. This then will allow the ETMA to go out to bid next year on both EGR and West Berkeley operations to a single operator and for a similar time frame. To date, SFO ShuttleBus Company has performed adequately to meet both contracts.

FINANCIAL CONSIDERATIONS

Sufficient funds have been programmed in the ETMA 2012 budget to cover the cost of SFO ShuttleBus Company services in providing the operation of the Emery Go-Round transit service through 2012.

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is entered into as of October __, 2011, by and between EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION (hereinafter "TMA") and SFO SHUTTLEBUS COMPANY (hereinafter "Contractor").

RECITALS

A. TMA and Contractor entered into an Agreement effective January 1, 2007 ("Agreement").

B. The parties desire to amend the Agreement to extend the term.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Amendment of Section 2. Section 2, "TIME PERIOD" is hereby amended in its entirety to read: The term of this Agreement shall be from January 1, 2007 to December 31, 2012. This period shall be referred to as the "Base Term." Contractor shall commence shuttle service operations on January 1, 2007 and continue operation through December 31, 2012.

4. Entire Agreement. This Amendment to Agreement and Agreement (collectively, the "Agreement") are intended by the parties to be one integrated agreement. The Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all other agreements or understandings, whether express or implied, oral or written, between the parties. Except as expressly modified by this Amendment, all terms and conditions contained in the Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF of the TMA and the Contractor have executed this Agreement Amendment effective as of the date the TMA executes this Agreement Amendment.

TMA:

Dated _____, 2011

Emeryville Transportation Management Association

CONTRACTOR:

Dated _____, 2011

SFO ShuttleBus Company



ALAMEDA
B I C Y C L E



Emeryville Bike Share Pilot Program Bike Integration

I was tasked with recommending a bike share pilot program that will gauge the interest of a larger-scale bicycle plan. I believe our plan maximizes potential usage while minimizing costs. Below I share a bit of background information...

Bike share

In 2008, the nation's first new-generation public bike share, Smart Bike DC launched with 120 bikes in 10 stations. Three years later, 17 public bike shares exist in America, and upwards of two dozen are in planning or pre-deployment stage.

Below are the different companies and their approach to bike share:

B-cycle is the largest bike share operator, and is a partnership between Trek (bike manufacturer), Humana (health care insurer) and Crispin Porter + Bogusky (advertising agency). As a new-generation system, it uses custom bikes and kiosks. It has a good chance of operating the SF / Peninsula bike share contract with Bay Area Air Quality Management, making it a de factor standard in the Bay Area.

Bixi Systems / Alta Bicycle Share is also a new-generation system, and is a partnership between Bixi (the product) and Alta (the operator). As an affiliate of Alta Planning + Design, it may be able to share learned resources. However, they have indicated that they will only be interested in installing a system of our scope if they win the San Francisco / Peninsula bike share RFP.

Sand Vault – When Humana was scouting for a bike share at their Lexington, KY campus, it turned to Sand Vault. They are the lowest-priced among the new-generation systems, and are a small company. They utilize a special device that attaches onto any bike. This device attaches onto their custom kiosks.

Scratch Bikes / City Ryde – Scratch Bikes' technology is based on a resettable lock. Users text the company and instantly receive a lock code. They can ride for up to 2 hours and return to a kiosk, where they will lock the bike and text the company. City Ryde offers a software program that works harmoniously with Scratch Bikes.

eLock Technology – eLock is in prototype stage of a hub-based bike share system. The “smart hub” will attach onto a bike frame. Using the Bike Link cards' smart chips to store client information, the smart hub interfaces directly with the card info and also acts as the locking system. Therefore, the kiosk is simply a metal bulb that attaches to the hub. The bulb itself can attach onto existing bike racks, parking meters, or on a custom pole. The existing Bike Link network is appealing, although its lack of track record is equally unappealing.

Below is the cost of 32 bikes, 4 kiosk stations, licensing fees, and estimated maintenance costs:

Startup + Year 1 Operations

	Kiosks	Bikes	Installation	License	Maintenance	Totals
B-Cycle	\$99,348.00	\$36,704.00		\$13,516.00	\$9,340.00	\$158,908.00
Sand Vault	\$90,790.00	\$22,400.00	\$5,000.00	\$7,152.00	\$6,480.00	\$131,822.00
Scratch / City Ryde	\$6,000.00	\$31,111.00	\$3,500.00	\$6,600.00	\$6,480.00	\$53,691.00
Bike Link *	\$6,000.00	\$54,400.00	\$3,500.00	\$3,500.00	\$6,480.00	\$73,880.00
Bixi Bike / Alta			Refused to bid			

* Can use existing bike racks and deduct "kiosks" cost

Bike station

Bikestation is the largest bike parking operator in the nation. It began its customized, bike station in-a-box concept in 2010 and they are being used in Covina, California and Hillsborough, Oregon. These bike stations include everything required to operate a bike station (power is required).

Their stations require Bikestation membership. This can be troubling, as no other Bikestations exist in the Bay Area.

Bike Link stations are used by BART for its self-service bike stations. We operate the stations and split duties with eLock Technology in supervision: 24-hour customer service, live operator registration, weekly audits and cleaning, response to customer inquiries.

The stations require purchase of a Bike Link card. While a deterrent for new users, it also has a built-in user base as Bike Link lockers are found at virtually all transit hubs in the Bay Area.

If we utilize Bike Link, we would have to build our own custom building. The cost of pre-fabricated structures in the 10' x 25' size are around \$5000 used. I am estimating \$15,000 custom-work to make a similar structure. In both structures, power and internet connections are required.

	Building	Bike racks	Retail/repair	License	Maintenance	Totals
Bikestation	\$64,800.00		\$10,000.00	\$7,500.00	\$1,000.00	\$83,300.00
Custom / Bike Link	\$20,000.00	\$2,400.00	\$10,000.00	\$3,500.00	\$1,000.00	\$36,900.00

Our recommendations

The goal for this pilot program is simple – integrate cycling into more people's lives. We intend to do that with a mix of product offerings that share resources to minimize costs, but offer up "Cycling" to a wide array of Emeryville citizens and employees. We will meet people at wherever they are with bicycles – those that don't ride at all, on-the-fence bike commuters, and avid cyclists. We hope this approach will help all citizens and employees will arrive at the same conclusion – we need more!

Besides pre-existing conditions that heavily determine the success of a bike share (such as weather, flat terrain, population density – all of which Emeryville qualifies), proper deployment of the bike fleet is key. Quite simply, kiosks must be located in proper to-and-from destinations. And the more bikes are deployed, the greater the practical use of bike share, thus feeding its success.

Therefore, I feel the **key strategy** is to entice employers to join in on the pilot program. Our incentives will be as follows:

- ⤴ Participating companies share the cost of deployment
- ⤴ Bike share kiosks will be located at multiple points in their campuses
- ⤴ Bike share kiosks will also be located at key shopping districts and City Hall
- ⤴ Secure locks allow them to go to any destination they please, they simply return anywhere on their campus
- ⤴ Customized bike share options, such as a fleet of commute-ready bikes for those considering commuting by bike, could be used system-wide to reduce capital costs and be stored at our bike station
- ⤴ **Free** bike repairs available to all employees. Employees can either drop-off their bike at the bike station or schedule a pick-up at their campus
- ⤴ Bike parking available at Public Market bike station – either valet during regular business hours or 24-hour self-service

We recommend the following cost components:

- ⤴ Bike Share – Deploy Scratch Bikes for their low capital costs and ability to use multiple types of bikes. Create a customized solution that works for the tailored needs of our employers first, then based on participation consider a larger, public bike share system.
- ⤴ Bike Station – Employ one full-time Manager. Manager will perform regular bike rotations for bike share and pick-ups for bike repairs, and will repair bikes at the bike station. Utilize 24-hour self-service bike parking. This will allow the bike station to act as multiple utilities: a local bike repair shop, bike parking facility, bike hub for employers' free repairs program and bike share fleet storage (for commute bike share bikes, damaged bikes, etc.). This will also maximize the productive time of staff member.

We propose staffed hours to be Monday to Friday, 6 hours a day. Two hours will be devoted to bike pickup and bike share rotations – either at the beginning of each shift or during a two-hour lull during the day.

- ⤴ Consider custom web-based program that communicates with both Scratch Bikes' lock technology and bike station security to simplify process for users and integrate with the many employers' particular needs. I will continue discussions with Scratch Bikes to scope the feasibility of this communication.

Below are our estimates for a one-year pilot program:

	Bike share	Bike station	Operations	Management	Programming	Totals
Standard	\$53,691.00	\$36,900.00	\$55,000.00	\$15,000.00		\$160,591.00
Custom	\$53,691.00	\$36,900.00	\$55,000.00	\$15,000.00	\$18,500.00	\$179,091.00

Emeryville Transportation Mgt. Assoc.
Check register

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Deposit</u>	<u>Check</u>	<u>Balance</u>
8 to Go							4,962.26
Bill Pmt -Check	09/23/2011	276	Penske Truck Leasing	Cust# 61379700-0522		222.46	4,739.80
Total 8 to Go					0.00	222.46	4,739.80
MMSummit Pre-PBID funds							137,781.65
Money Market 48000108							
Transfer	09/01/2011			Funds Transfer		135,000.00	1,248,180.48
Payment	09/06/2011		Anthony Medows	Charter	300.00		1,248,480.48
Payment	09/07/2011		Berkeley Gateway TMA		13,860.00		1,262,340.48
Transfer	09/19/2011			Funds Transfer		125,000.00	1,137,340.48
Deposit	09/26/2011			refund	202.10		1,137,542.58
Payment	09/27/2011		Berkeley Gateway TMA		13,578.00		1,151,120.58
Deposit	09/30/2011			Interest	610.19		1,151,730.77
Total Money Market 48000108					28,550.29	260,000.00	1,151,730.77
Operating acct 4500054							
Check	09/01/2011	efile	TCF Equipment Finance, Inc.	Bus 2107 payment		4,366.19	13,696.17
Check	09/01/2011	6156	Waste Management	Garbage Service		100.67	13,595.50
Check	09/01/2011	6157	AT&T 3862	Phone 510 451-3862		83.13	13,512.37
Check	09/01/2011	6158	Sprint	Driver phones		880.68	12,631.69
Check	09/01/2011	6159	Alhambra and Sierra Springs	Water Service		93.47	12,538.22
Check	09/01/2011	6160	NextBus	New system bus 115		6,805.58	5,732.64
Check	09/01/2011	e-payment	Bank of Alameda Bus # 113 Loan	Bus payment		4,122.87	1,609.77
Check	09/01/2011	efile	Bank of Alameda Bus # 115 Loan	Bus payment		5,644.43	-4,034.66
Check	09/01/2011	efile	John Tounger, CPA	Accounting		1,450.00	-5,484.66
Check	09/01/2011	efile	LBA RIV - Company XII, LLC	Rent		5,989.53	-11,474.19
Check	09/01/2011	efile	LMI.net	ISP		22.16	-11,496.35
Check	09/01/2011	efile	Ryder Transportation Services	Lease payments		4,687.55	-16,183.90
Transfer	09/01/2011			Funds Transfer	135,000.00		118,816.10
Check	09/07/2011	6162	Ryder Transportation Services	Bus repair		354.50	118,461.60
Bill Pmt -Check	09/09/2011	6163	Penske Truck Leasing	Bus repairs		24,733.84	93,727.76
Check	09/09/2011	6164	Gray-Bowen	July services		18,907.91	74,819.85
Check	09/15/2011	efile	TCF Equipment Finance #100	2102 2103 bus payment		7,817.29	67,002.56
Check	09/15/2011	6165	ADMACdi	printing rider survey		1,092.24	65,910.32
Check	09/15/2011	6166	Yorn Landscaping	June -Aug yard maintenance		540.00	65,370.32
Check	09/15/2011	6167	Anchor Auto Body & Detailing	Bus cleaning		2,100.00	63,270.32
Check	09/15/2011	6168	Hub International	Directors Insurance		950.00	62,320.32
Check	09/15/2011	6169	AC Transit	Fuel		23,468.44	38,851.88
Bill Pmt -Check	09/15/2011	6170	Penske Truck Leasing	Lease & repairs		9,808.97	29,042.91

**Emeryville Transportation Mgt. Assoc.
Check register**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Deposit</u>	<u>Check</u>	<u>Balance</u>
Transfer	09/19/2011			Funds Transfer	125,000.00		154,042.91
Check	09/20/2011	6171	Hanson Bridgett Inc.	Legal services		823.63	153,219.28
Check	09/20/2011	6175	SFO Shuttle Bus Co.	West Berkeley August services		11,572.00	141,647.28
Check	09/20/2011	6176	SFO Shuttle Bus Co.	Aug services		92,945.98	48,701.30
Check	09/23/2011	6174	Ryder Transportation Services	Bus repair		2.90	48,698.40
Check	09/30/2011	6177	Gray-Bowen	Aug services		22,798.70	25,899.70
Total Operating acct 4500054					<u>260,000.00</u>	<u>252,162.66</u>	<u>25,899.70</u>