



**REQUEST FOR COUNCIL ACTION**  
**City of Greenville, South Carolina**

Agenda Item No.

11a

**TO:** Honorable Mayor and Members of City Council  
**FROM:** John F. McDonough, City Manager

Ordinance/First Reading  Ordinance/Second & Final Reading  Resolution/First & Final Reading  Information Only

**AGENDA DATE REQUESTED:** June 27, 2022

**ORDINANCE/RESOLUTION CAPTION:**

ORDINANCE TO APPROVE AN AMENDMENT TO THE LICENSE AGREEMENT BETWEEN THE CITY OF GREENVILLE AND B-CYCLE, LLC

**SUMMARY BACKGROUND:**

Pursuant to Ordinance No. 2021-04, the city of Greenville ("City") entered into a license agreement to allow B-Cycle, LLC ("B-Cycle") to continue operations of its bike share system with stations located on City property. Following execution of the Agreement it was determined that the success of the program presents an opportunity and need to expand the access to and availability of bicycles and station locations across the City and the City and B-Cycle LLC desire to amend the Agreement pursuant to Attachment A of this Ordinance.

**IMPACT IF DENIED:**

The Agreement will not be amended.

**FINANCIAL IMPACT**

N/A

**REQUIRED SIGNATURES**

Department Director

DocuSigned by:  
*Angela Prosser*  
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City Attorney

DocuSigned by:  
*Lige Padletti*  
 5CBFADF322244F8...  
 DocuSigned by:

OMB Director

\_\_\_\_\_

City Manager

*John F McDonough*  
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## A N O R D I N A N C E

TO APPROVE AN AMENDMENT TO THE LICENSE AGREEMENT BETWEEN  
THE CITY OF GREENVILLE AND B-CYCLE, LLC

WHEREAS, pursuant to Ordinance No. 2021-04, the city of Greenville (“City”) entered into a license agreement to allow B-Cycle, LLC (“B-Cycle”) to continue operations of its bike share system with stations located on City property; and

WHEREAS, following execution of the Agreement it was determined that the success of the program presents an opportunity and need to expand the access to and availability of bicycles and station locations across the City; and

WHEREAS, the City wishes to streamline the process for new stations being placed within City property, including, but not limited to, park grounds, by authorizing the City Manager to approve new B-Cycle station locations within City property upon recommendation from the Director of Parks, Recreation, and Tourism; and

WHEREAS, the City wishes to have the ability to revoke any existing station locations for any reason; and

WHEREAS, the City desires that B-Cycle be solely responsible for any electrical costs incurred by the bike share equipment and infrastructure; and

WHEREAS, B-Cycle desires a longer rolling agreement term length; and

WHEREAS, the City desires to amend the approved the Agreement as provided in the “Amendment to Greenville B-Cycle Station License Agreement,” attached hereto as Attachment A and incorporated herein by reference;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA.

Section 1. The City Manager is authorized to enter into an amendment to the Agreement in substantially the same form as Attachment A.

Section 2. The City Manager, in consultation with the City Attorney, may make or accept minor modifications to the wording and designations of the attached documents as may be necessary or appropriate, provided there is no compromise of the substantive purposes of this Council action. Should the City Manager or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by City Council, then the matter shall be presented to Council for further review before the final execution.

Section 3. This Ordinance shall become effective upon passage of the second and final reading.

DONE, RATIFIED AND PASSED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

REVIEWED:

\_\_\_\_\_  
CITY MANAGER

## ATTACHMENT A

AMENDMENT TO  
GREENVILLE B-CYCLE STATION LICENSE AGREEMENT

THIS AMENDMENT (the "Amendment") is entered into as of \_\_\_\_\_ (the "Effective Date"), by and between the City of Greenville, South Carolina, a municipal corporation and political subdivision of the State of South Carolina, whose principal address is 206 S. Main Street, Greenville, SC 29601 (the "Licensor"), and B-Cycle, LLC, a Delaware limited liability company, located at 801 W. Madison St., Waterloo, WI 53564 (the "Licensee").

## R E C I T A L S

WHEREAS, Licensor and Licensee previously entered into that certain Greenville B-Cycle Station License Agreement dated January 21, 2021 (the "Agreement"), pursuant to which Licensor granted to Licensee a license to use certain portions of City-owned properties (the "Licensed Areas") for the operation of "B-Stations" as part of "Greenville B-Cycle," a bike sharing program operated by Licensee in the City of Greenville, South Carolina (the "Bike Sharing Program"); and

WHEREAS, Licensor and Licensee desire to amend the Agreement as more particularly set out herein.

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. The following provision is hereby added to the Agreement as Subsection (e) of Section 1:

e. Licensed Areas. Licensor and Licensee may update and amend Exhibit A by mutual written agreement, from time to time, in order to add or remove Licensed Areas from this Agreement. Upon the recommendation of Licensor's Director of Parks, Recreation, & Tourism, the City Manager shall be authorized to approve such amendments on behalf of Licensor. Notwithstanding the foregoing, the City Manager may revoke any previously granted approval for a Licensed Area, for any reason or no reason, as the City Manager shall determine in his sole discretion. In such an event, Licensor shall issue to Licensee a written notice stating the reasons for the revocation of approval and providing 30 calendar days from the date of notice for Licensee to remove the B-Station from the Licensed Area; provided, however, if the City Manager has determined that the B-Station constitutes a danger to the public's health, safety, or welfare, then Licensee shall deactivate the B-Station within 48 hours and then remove the B-Station from the Licensed Area as promptly as possible, but in no event later than 30 calendar days from the date of notice. If Licensee fails to achieve compliance within 30 calendar days, Licensor shall be authorized to remove the B-Station and charge reasonable costs associated with the same, if any, to Licensee.

2. Section 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

3. Term and Termination. The current term of this Agreement shall continue until January 20, 2023, unless sooner terminated as provided herein. Thereafter, this Agreement shall automatically renew for additional, successive two-year terms. Notwithstanding anything herein to the contrary, either Licensor or Licensee may, at any time, and without penalty, terminate this Agreement upon 90 calendar days' prior written notice to the other party.

3. Section 7 of the Agreement is hereby deleted in its entirety and replaced with the following:

7. B-Station Power Consumption. At no cost or expense to the Licensor, Licensee shall be responsible for the electrical consumption cost of each of the B-Stations.

4. Except as amended herein, the parties hereto ratify and confirm the Agreement as being in full force and effect.

*[Signature page follows]*

IN WITNESS WHEREOF, this Amendment has been executed as of the date and year first above written.

**LICENSOR:**

**CITY OF GREENVILLE, SOUTH CAROLINA**

\_\_\_\_\_  
John McDonough  
City Manager

**LICENSOR'S NOTICE ADDRESSES:**

If to Licensor: with required copies to (which shall not constitute notice):

City of Greenville, South Carolina  
Post Office Box 2207  
Greenville, SC 29602  
Attn: Director of Parks, Recreation,  
& Tourism

City of Greenville, South Carolina  
Post Office Box 2207  
Greenville, SC 29602  
Attn: City Attorney

*[Licensee's Signature Page to Follow]*

**LICENSEE:**

**B-CYCLE, LLC**

\_\_\_\_\_  
Morgan Ramaker  
Executive Director

**LICENSOR'S NOTICE ADDRESSES:**

If to Licensee:

with required copies to (which shall not constitute notice):

B-Cycle, LLC  
801 W. Madison Street  
Waterloo, WI 53594  
Attn: \_\_\_\_\_

B-Cycle, LLC  
801 W. Madison Street  
Waterloo, WI 53594  
Attn: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Legal Department

Reviewed:

\_\_\_\_\_  
City Director of Parks, Recreation, & Tourism

Reviewed:

\_\_\_\_\_  
City Director of OMB

Reviewed:

\_\_\_\_\_  
City Risk Manager

Received:

\_\_\_\_\_  
City Purchasing Administrator