

City of Milwaukee



Department of Public Works  
Infrastructure Services Division

# Dockless Bicycle Share Pilot Study

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Terms and Conditions v.1

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# 1. INTRODUCTION

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## Purpose

The City of Milwaukee Department of Public Works (DPW) is initiating a Dockless Bicycle Share Pilot Study (pilot) to observe, solicit feedback on, and evaluate the effectiveness of dockless bicycle share in Milwaukee.

Dockless bicycle share, as defined herein, means a system of self-service bicycles made available for shared use to individuals on a short term basis, which may be rented via a smart-phone app, vendor website, vendor customer service number, or a pre-paid PIN and which do not require structures at permanent, fixed locations where rides must begin and end.

Dockless bicycle share may provide many benefits to residents and visitors of Milwaukee. It has the potential to help the City improve outcomes related to equity, health, congestion mitigation, and access to opportunity. The City also realizes the potential for disruption to pedestrian ways and other public rights of way.

## Goals

The following goals of the pilot have been developed to address the opportunities and challenges noted above:

1. **Increase Bicycle Ridership:** More people riding bicycles in the City of Milwaukee will make bicycling safer, reduce congestion, and improve quality of life for residents and visitors. The Department of Public Works will monitor ridership of bicycle share systems to evaluate the positive impact of bicycle sharing in the City.
2. **Expand Bicycle Share Availability throughout Milwaukee:** The City is interested in evaluating dockless bicycle share throughout Milwaukee, including areas currently outside of the existing docked bicycle share network. Participants must commit to providing a predetermined percentage of bicycles throughout the City and must commit to regular rebalancing of bicycles to ensure dockless bicycles are not concentrated in any one area of the City.
3. **Ensure Public Safety and Evaluate Public Perception:** Participants must show a commitment to keeping pedestrian ways, streets, and other public rights of way unobstructed by dockless bicycles for other street users. Most importantly, dockless bicycles must be parked and maintained in a manner that provides a clear path for pedestrians and maintains access to businesses, residential units, and other buildings.

# 2. Terms

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## 2.1. Agreement

These Terms and Conditions are made in conjunction with each Participant's Application and Plan of Operation. Together, these documents record our agreement in relation to use of the Public Right of Way in Milwaukee.

## 2.2. Priority

If there is any inconsistency between these Term and Conditions and/or any other agreements, the Terms and Conditions shall prevail.

## 2.3. Pilot Subject to Change

A. The terms and conditions of the Dockless Bicycle Share Pilot Study (pilot) are subject to change, without limitation, by the Commissioner of Public Works. These changes may include, but are not limited to: changes in the minimum or maximum number of equipment allowed in the City, changes

to the equipment required, changes to the service zone geographies, changes to the minimum or maximum number of equipment required in each service zone, or changes to the parking requirements.

**B.** Participants will be notified by certified and electronic mail of any changes to the pilot. Participants unwilling or unable to comply with proposed changes may voluntarily suspend or terminate participation in the pilot.

**C.** Participants terminating participation in this pilot must immediately cease offering their equipment for rent and remove their equipment from the City of Milwaukee pursuant to Section 101-53 of the Milwaukee Code of Ordinances.

**D.** Should a participant temporarily suspend their participation to perform mechanical changes to their equipment or their rental application, equipment may be left on the street if the changes take less than 48 hours. Otherwise, all equipment must be removed from the street until the changes are complete.

## **2.4. Application**

**A.** Completed applications may be submitted by mail or in person.

**B.** Payment must be made at time of application.

**C.** The application submittal must include four paper copies of all application materials. (1 original and 3 copies)

**D.** Checks should be made payable to the City of Milwaukee.

**E** Completed applications must be sent to:

CITY OF MILWAUKEE  
Attention: Mike Amsden  
DPW-Infrastructure Services Division  
841 North Broadway, Room 501  
Milwaukee, WI 53202

## **3. DEFINITIONS**

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**“Alternative cycle”** means a free-standing cycle, operated primarily by human power, designed to accommodate a wide range of users. Examples include, but are not limited to, tricycles, hand-pedal cycles, tandem cycles, and youth cycles.

**“Applicant”** means any person who submits an application to the Department of Public Works for the pilot.

**“Application”** means a formal request filed with the Department of Works for participation in the pilot.

**“Approved parking infrastructure”** means designated public bicycle racks and corrals, covered bicycle parking shelters, parking meters, and street signs.

**“Bicycle”** means any vehicle propelled by the feet or hands acting upon pedals or cranks and having 2 wheels, any 2 of which are not less than 14 inches in diameter.

**“Bicycle share”** means a system of self-service bicycles made available for shared use to individuals on a short term basis, typically one hour or less, for a price or a fee.

**“Business”** means engaging in activities over time for the purpose of sustained financial gain.

**“Customer”** means a person who has downloaded the operator’s app to their smart phone or other device.

**“Deploy”** means to make available to users in a public place.

**“Dockless”** means without a structure at a permanent, fixed location from which a shared bicycle may be deployed.

**“Dockless bicycle share”** means a bicycle share system which does not require structures at permanent, fixed, locations from which dockless equipment may be deployed.

**“Dockless equipment”** means dockless bicycles, dockless alternative cycles, and dockless electric bicycles.

**“Electric bicycle”** means a free-standing bicycle that is equipped with fully operative pedals for propulsion by human power and an electric motor of less than 750 watts.

**“Fleet”** means equipment owned or leased by the operator which is intended for use as part of a dockless bicycle share system in the city.

**“Holidays”** means New Year’s Eve, New Year’s Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after, and Christmas and the day before.

**“Lock-to technology”** means a locking device included in the rental of dockless equipment which allows users to lock bicycles to approved, fixed parking infrastructure to end a rental trip.

**“Objection”** means any information that could form the basis of denial, non-renewal, suspension or revocation of participation in the pilot. An objection may result from information provided by any resident or from written reports filed by the Chief of Police.

**“Operator”** means any person engaged in the activities of owning or operating a dockless bicycle sharing system.

**“Participant”** means any individual or partner, and any officer, director or agent of any corporate applicant which has been approved by the Department of Public Works for entry into the pilot.

**“Person”** means any individual, firm, corporation, limited liability company, partnership or association acting in a fiduciary capacity.

**“Service area”** means the entire city.

**“Service zone”** means a geographic area of the city, the boundaries of which are described herein.

**“Unsafe”** means any dockless equipment that could cause harm or injury to a user or anyone else within the public right-of-way despite being operated in a reasonable manner.

**“User”** means an individual who pays a fee to unlock dockless equipment for the purpose of transportation or recreation.

**“Unused dockless equipment”** means any dockless bicycle, dockless alternative cycle, or dockless electric bicycle parked in one location for more than 7 consecutive days without moving.

## **4. PILOT DURATION**

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### **4.1. Initial Term**

- A. Participation in the pilot shall commence upon review and approval of a participant's application by the Department of Public Works and upon payment of all applicable fees.
- B. The pilot shall end on December 31, 2019.

### **4.2. Extension**

- A. The City of Milwaukee reserves the right to extend the pilot beyond December 31, 2019, if further evaluation is required, pursuant to Section 101-53 of the Milwaukee Code of Ordinances.
- B. Participants will be notified at least one (1) month in advance by certified and electronic mail if the pilot is extended beyond December 31, 2019.
- C. If a participant chooses not to extend their participation in the pilot, the participant shall notify the City of termination at least two (2) weeks prior to the expiration of the then-current term.
- D. Upon notice of an extension of the pilot, participation will automatically renew upon payment of all applicable fees as outlined in Section 10.2 of the Terms and Conditions.

### **4.3. Termination**

- A. The pilot may be terminated at any point, by a vote of the Milwaukee Common Council, pursuant to Section 101-53 of the Milwaukee Code of Ordinances. Upon termination of the pilot, participants shall be provided written notice of said termination by the Commissioner of Public Works via certified and electronic mail.
- B. Participants shall cease to offer equipment for rent in the City of Milwaukee within 24 hours of receiving notice of termination. Participants shall have 72 hours from the date of receipt of the termination notice to physically remove equipment from the City streets.
- C. If participants fail to retrieve equipment within 72 hours of receipt, the City will remove said equipment pursuant to the process outlined in Section 101-53 of the Milwaukee Code of Ordinances.

### **4.4. Modification and Suspension**

- A. Participation in this pilot may be modified or suspended, at any point, and for any reason, without limitation, by the Commissioner of Public Works. Should participation be modified or suspended, participants shall be notified in writing via certified and electronic mail by the Commissioner of Public Works of the nature and the reasons for the change.

## **5. PILOT PARTICIPATION**

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**5.1.** Participation in this pilot is voluntary. As stated below, participation in the pilot is not a prerequisite for the grant of a Dockless Bicycle Share Operator's License, should the City of Milwaukee opt to create such a license in the future. By signature below, the Applicant acknowledges that they have agreed to participate in the pilot knowingly, voluntarily, and free from duress or coercion. The Applicant also acknowledges that participation in the pilot does not guarantee the issuance of a Dockless Bicycle Share Operator's License, should the City of Milwaukee opt to create such a license in the future. In addition, all Applicants have the right to consult with counsel regarding this application.

- A. Participation in this pilot study DOES NOT guarantee the issuance of a Dockless Bicycle Share Operator’s License at the conclusion of this study, or at any time in the future, should the City of Milwaukee create such a license.
  - B. Non-participation in the pilot study DOES NOT preclude future issuance of a Dockless Bicycle Share Operator’s License at the conclusion of this study, or at any time in the future, should the City of Milwaukee create such a license.
  - C. Modification, suspension, or termination of participation in this pilot shall not, by itself, be grounds for denial of an application for a Dockless Bicycle Share Operator’s License, should the City of Milwaukee create such a license.
- 5.2. Participants must adhere to the guidelines in the North American Bikeshare Association’s (NABSA) Code of Conduct that help bicycle share systems operating in large cities to be safe, equitable, and reliable.
- 5.3. Participants shall have a locally based operations manager.
- 5.4. The City of Milwaukee will not process any application for participation in the pilot made on behalf of an individual or corporation that owes outstanding fines or forfeitures to the City of Milwaukee.

## **6. INSURANCE REQUIREMENTS**

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### **6.1. General Requirements**

- A. A certificate of insurance acceptable to the City evidencing the insurance requirements is to be provided. The certificate shall state that the issued insurance policies meet the requirements as outlined below. All certificates are to be provided before a participant places any dockless equipment in the City of Milwaukee. If such certificate is not received, the City of Milwaukee has the authority to remove the participant from the pilot. If such certificate expires prior to the end date of this pilot, a current certificate shall be provided within one business day of the previous certificate's termination and must demonstrate that no lapse in coverage has occurred.
- B. All policies shall state that the City shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any insurers providing the coverage required by City for the duration of this pilot.
- C. Insurance companies must be acceptable to the City and must have a current A.M. Best rating of A-VIII or better.
- D. All policies shall be written on an occurrence form.
- E. If subcontractors are used, each must meet all requirements in sections 6.1 and 6.2. of the Terms and Conditions.

### **6.2. Minimum Insurance Requirements**

#### **A. Workers’ Compensation and Employer’s Liability**

Workers’ Compensation	Statutory Coverage
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

1. Employer’s Liability at limits noted above or higher limits if needed to meet Umbrella underlying insurance requirements.
2. Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

**B. Commercial General Liability**

Commercial General Liability	\$2,000,000 each occurrence
General Aggregate	\$2,000,000 aggregate
Personal & Advertising Injury Limit	\$2,000,000 each
Occurrence Products - Completed	
Operations Aggregate	\$2,000,000 aggregate
Medical Expense	\$5,000 each person

1. Coverage must be equivalent to ISO form CG0001 or better.
2. The City of Milwaukee shall be added as an additional insured using ISO form CG2026 or its equivalent.
3. Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.
4. The policy shall include independent contractors (owners/contractors protective) and contractual liability.
5. Coverage will apply on a primary and non-contributory basis. The City of Milwaukee suggests the following wording:

*“If you have agreed in a written contract that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the contract was executed prior to the bodily injury, property damage, personal injury or advertising injury, then this insurance will be primary over, and we will not seek contribution from, such insurance.”*

6. Coverage shall apply to the risks associated with or arising out of the services provided under this pilot.

**C. Auto Liability**

Combined Single Limit	\$1,000,000 each accident
Medical Expense	\$10,000 each person

1. If the Applicant owns or has any long term leased vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or long term leased vehicles, then coverage must be for Hired and Non-Owned Auto Liability (Symbols 8 and 9).
2. Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.
3. The City of Milwaukee shall be added as an additional insured.
4. Coverage shall include contractual liability for risks assumed in this pilot/Application.

5. Coverage shall apply to the risks associated with or arising out of the services provided under this pilot/Application.

6. If Federal or State government(s) requires a Motor Carrier filing, such filing shall be made available to City upon request.

**D. Umbrella (Excess) Liability**

Umbrella (excess) Liability	\$5,000,000 per occurrence
Umbrella (excess) Liability	\$5,000,000 aggregate

1. The Umbrella Liability insurance shall provide coverage excess of the Employer’s Liability, Commercial General Liability and Auto Liability Coverages, including the amendments stated above.

**E. Cyber Insurance**

Cyber Insurance	\$1,000,000 each incident
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1. Coverage shall include cost of notification, cost of identity protection and repair insurance for affected individuals and third party liability.

2. The City of Milwaukee shall be added as an additional insured.

**7. INDEMNIFICATION**

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Notwithstanding any references to the contrary in the application documents, Applicant assumes full liability for all of its acts in the performance of the pilot. Applicant will save and indemnify and keep harmless the City against all liabilities, judgments, costs and expenses which may be claimed against the City in consequence of approving Applicant’s application and allowing Applicant to participate in the pilot, or which may result from the carelessness or neglect of the Applicant, or the agents, employees, workmen, customers, or users of the Applicant, in any respect whatsoever. If judgment is recovered, whether in suits of law or in equity, against the City by reason of the carelessness, negligence, acts or omissions of the Applicant or Applicant’s agents, employees, workmen, customers, or users participating in the pilot, or utilizing Applicant’s equipment, the Applicant assumes full liability for such judgments not only as to the amount of damages, but also for the cost, attorneys fees, or other expenses resulting there from. The City shall tender the defense of any claim or action at law or in equity to the Applicant or Applicant’s insurer, and upon such tender it shall be the duty of the Applicant or the Applicant’s insurer to defend such claim or action without cost or expense to the City or its officers, agents, or employees.

**8. PUBLIC RECORDS**

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**8.1.** Applicant understands that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this pilot are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. sec.*

**8.2.** Applicant acknowledges that all materials submitted to the City in connection with this application and all materials submitted during the course of this pilot shall be preserved in accordance therewith.

**8.3.** Applicant acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law and that the Applicant must defend and hold the City harmless from liability due to its fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years. This provision shall survive termination of this application, Applicant's right to participate in the pilot, and the pilot itself.

## **9. PRIVACY**

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Participants shall provide a copy of their user agreements and privacy policies with their application. Participants must provide notice to the City regarding any changes to their terms of service, user agreements, or privacy policies throughout the duration of the pilot. Relevant portions of participants' user agreement or terms of service must be consistent with the provisions of this Application, the Milwaukee Code of Ordinances, Wisconsin State Law, and applicable federal law. Changes to a participant's user agreement or terms of service inconsistent with the provisions of this Application, the Milwaukee Code of Ordinances, Wisconsin State Law, or applicable federal law may be grounds for termination from participation in this pilot.

## **10. PILOT FEES**

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### **10.1. Initial Payment**

- A.** Prior to participation in the pilot, the participant shall pay the appropriate non-refundable fees.
  - 1.** Application Review fee of \$250.00.
  - 2.** Occupancy fee of \$50 for each dockless bicycle.
- B.** Fees will be used to address costs incurred by the City related to administration and monitoring of the pilot.
- C.** The Occupancy fee is valid through December 31, 2019.

### **10.2. Renewal Fee**

- A.** Should the City of Milwaukee decide to extend the pilot beyond December 31, 2019, the participant shall pay the appropriate non-refundable fees.
  - 1.** Renewal fee of \$250.00.
  - 2.** Occupancy fee of \$50 for each dockless bicycle deployed after December 31, 2019.
- B.** Renewal fees shall be valid through December 31, 2020.

### **10.3. Relocation Fee**

- A.** Each participant shall pay a \$50.00 non-refundable Relocation fee for each dockless bicycle requiring relocation by the City of Milwaukee as described in Sections 11.6.B.4 and 11.6.C of the Terms and Conditions.

### **10.4. Impoundment Fee**

- A.** Each participant shall pay a \$100.00 non-refundable Impoundment fee plus the actual cost for services for each dockless bicycle requiring impoundment by the City of Milwaukee as described in Section 11.7.C of the Terms and Conditions.

## **10.5. Accrued Fees**

- A.** Participants with a total accrued fee amount of over \$1,000 shall be immediately suspended from participation in the pilot by the Commissioner of Public Works until such time as payment arrangements are made to address said fees.
- B.** If either payment to the City is not received, or payment arrangement is not made within ten (10) business days after notification via certified and electronic mail, participation in the pilot shall be automatically terminated by the Commissioner of Public Works and equipment must be removed pursuant to Section 101-53 of the Milwaukee Code of Ordinances.

## **10.6. Appeals**

- A.** Participants may appeal fees by sending written correspondence to the Department of Public Works within (10) ten business days of receiving notice of a fee. The Department shall respond in writing within (20) business days of receipt of appeal.
- B.** Notice of an appeal must include the following: reference to the time and date of the infraction, a brief description of the basis for the appeal, and the contact information of a natural person designated to handle the appeal on the Applicant's behalf. The City will not respond to appeals via a Customer Service phone number or email service.
- C.** Appeals must be sent to the following address:

CITY OF MILWAUKEE  
Attention: Mike Amsden  
DPW-Infrastructure Services Division  
841 North Broadway, Room 501  
Milwaukee, WI 53202

## **10.7. Payment**

- A.** Payment must be sent to the following address:

CITY OF MILWAUKEE  
Attention: Dawn Crowbridge  
DPW-Administration Division  
841 North Broadway, Room 501  
Milwaukee, WI 53202

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# **11. BICYCLE SHARE OPERATING REGULATIONS**

## **11.1. Minimum Equipment Requirements**

### **A. Safety**

- 1.** Each bicycle must meet all safety standards outlined in The International Organization for Standards (ISO) 43.150 "Cycles" and the standards outlined in The Code of Federal Regulation Title 16, Chapter II, Subchapter C, Part 1512 – "Requirements for Bicycles".
- 2.** Each electric bicycle shall meet the requirements outlined in Section 340.01(30) of the Wisconsin State Statutes.
- 3.** Each bicycle shall meet the requirements for lights and reflectors during hours of darkness, described in Section 102-9.2 of the Milwaukee Code of Ordinances.

## **B. Technology**

1. The operator shall equip each bicycle with an on-board GPS device capable of providing real-time location data to the operator and the Commissioner of Public Works, and shall maintain a continuous feed of the required data at all times for bicycles made available to customers.
2. Each bicycle must be equipped with wheel-lock technology to prevent unauthorized use.
3. The operator may utilize lock-to technology and designated parking areas to secure bicycles in compliance with Section 102-7 of the Milwaukee Code of Ordinances.
4. Bicycles shall not be equipped with an audible alarm which sounds continuously when activated.

## **C. Bicycle Identification**

1. Each bicycle must be assigned a unique identifying number which shall be provided to the commissioner of public works prior to placing the bicycle into service.
2. Each bicycle must be clearly and visibly labeled with the operator's name, a toll-free phone number for 24 hour customer support and the bicycle's unique identification number.

### **11.2. Allowable Fleet Size**

- A. The Commissioner of Public Works shall establish the minimum and maximum number of dockless bicycles per operator that may be deployed.
- B. Upon entering the pilot, the operator shall deploy 250 bicycles unless otherwise authorized by the Commissioner of Public Works.
- C. Upon authorization by the Commissioner of Public Works, the operator may decrease the amount of equipment deployed between December 1 and March 15.

## **D. Lock-to Technology**

1. The operator may increase the size of their deployed fleet from 250 bicycles to 400 bicycles if all of the operator's deployed equipment includes "lock-to" technology.

## **E. Alternative Cycles**

1. If an operator is NOT utilizing lock-to technology and the average equipment deployment includes no fewer than 25 alternative cycles, the operator may increase the size of their deployed fleet from 250 bicycles to 300 bicycles. At least 10% of the additional equipment must be alternative cycles. (A fleet of 300 bicycles WITHOUT lock-to technology must include at least 30 alternative cycles)
2. If an operator IS utilizing lock-to technology and the average equipment deployment includes no fewer than 40 alternative cycles, the operator may increase the size of their deployed fleet from 400 bicycles to 500 bicycles. At least 10% of the additional equipment must be alternative cycles. (A fleet of 500 bicycles WITH lock-to technology must include at least 50 alternative cycles)

### **11.3. Service Zones**

- A. The City shall be divided into five (5) geographic service zones as defined below and as shown in Appendix A. Dockless bicycles must be deployed in all five zones and must meet the distribution requirement described in Section 11.4.D of the Terms and Conditions.

**Zone 1:** The area bounded on the west and south by the Milwaukee River through the confluence with the Kinnickinnic River, on the east by Lake Michigan, and on the north by East Edgewood Avenue (extended).

**Zone 2:** The area bounded on the east by the Milwaukee River through the confluence with the Kinnickinnic River, Lake Michigan and the city limits, on the south by South Whitnall Avenue, South Logan Avenue, and East Bolivar Avenue, on the west by I-94/43, and on the north by the city limits.

**Zone 3:** The area bounded on the south by I-43/894, on the north and east by I-43/94, and on the west by South 43rd Street, Miller Park Way, and the city limits.

**Zone 4:** The area bounded on the north by West Silver Spring Drive and the city limits, on the east by I-43, on the south by I-94, and on the west by STH 175, West Lisbon Avenue, North 51st Street, and North 51st Boulevard.

**Zone 5:** All areas of the city not included in Zones 1 through 4.

**B.** Service Zone boundaries are subject to change based on performance of the pilot. Participants will be notified via certified and electronic mail of changes to the Service Zones. The most current Service Zone boundaries will be posted on the City of Milwaukee’s Department of Public Works website. [https://city.milwaukee.gov/Dockless Bicycle Share Pilot Study](https://city.milwaukee.gov/Dockless_Bicycle_Share_Pilot_Study)

#### **11.4. Bicycle Availability**

**A.** Dockless bicycles must be available for pick-up and drop-off by users 24 hours a day, 7 days per week.

**B.** The operator shall redistribute bicycles within the Service Zones as directed by the Commissioner of Public Works.

**C.** At a minimum, the operator shall redistribute the bicycles daily between the hours of 6 a.m. and 10 p.m.

**D.** By 7 a.m. each weekday and by 9 a.m. on Saturdays, Sundays and holidays, dockless equipment must be redistributed to comply with the following distribution ratios:

**Zone 1** No more than 10% of the operator’s deployed fleet

**Zone 2** No more than 15% of the operator’s deployed fleet

**Zone 3** No less than 25% of the operator’s deployed fleet

**Zone 4** No less than 30% of the operator’s deployed fleet

**Zone 5** No less than 10% of the operator’s deployed fleet

**E.** These requirements are subject to change based on performance of the pilot. Participants will be notified via certified and electronic mail of changes to the required distribution ratios. Participants will have 48 hours from the time of receipt of the notice to comply with the revised distribution ratios. The current Service Zone distribution ratios will be posted on the City of Milwaukee’s Dept. of Public Works website. [https://city.milwaukee.gov/Dockless Bicycle Share Pilot Study](https://city.milwaukee.gov/Dockless_Bicycle_Share_Pilot_Study) Failure to comply with the required Service Zone distribution ratios shall be grounds to suspend or terminate participation in the pilot.

#### **11.5. User Fees**

**A.** User fees must be clearly and understandably communicated to the user prior to bicycle use.

## **11.6. Bicycle Parking**

### **A. General**

- 1.** The operator shall provide instructions for properly parking dockless bicycles to customers and users, in easily understandable formats through multiple media types.
- 2.** The operator shall keep the sidewalk free from obstructions to pedestrians by requiring users to park dockless bicycles such that a walk space not less than 5 feet wide shall at all times be kept open for pedestrians.
- 3.** A bicycle locked to a parking meter or street sign must be positioned parallel to the sidewalk so as to prevent blockages on roadways and sidewalks.
- 4.** All dockless bicycles shall be parked in an upright position with 2 wheels making a point of contact with the ground.
- 5.** The Commissioner of Public Works may require the operator to geo-fence certain areas where the parking of dockless bicycles shall be prohibited.
- 6.** Areas within the public way or public places may be permitted as designated parking for dockless equipment as described in Section 115-32.5 of the Milwaukee Code of Ordinances.
- 7.** Bicycles shall be parked in accordance with Section 102-7 of the Milwaukee Code of Ordinances.
  - a.** Where possible, without impeding the flow of pedestrian traffic, a bicycle may be parked on a sidewalk or in a bicycle rack or other similar area designated for bicycle parking.
  - b.** Bicycles shall not be parked between the sidewalk and the curb where such area is less than 3 feet wide.
  - c.** Bicycles shall not be parked on the sidewalk at the intersection of two or more streets between the points of curvature, measured along the curb.
  - d.** On blocks without sidewalks, bicycles may be parked in the roadway if the right-of-way and the pedestrian way are not obstructed.
  - e.** Except at existing, permitted bicycle facilities, bicycles shall not be parked in the terrace or furniture zone where adjacent to or within the following locations:
    - 1.** Parklets
    - 2.** Loading zones
    - 3.** Accessible parking spaces
    - 4.** Curb ramps
    - 5.** Entryways
    - 6.** Driveways
    - 7.** Street furniture requiring pedestrian access
    - 8.** Transit stops, including bus stops, streetcar stops, shelters, and passenger waiting areas

### **B. Improper Parking**

- 1.** Access to parking meters shall not be obstructed.
- 2.** Bicycles shall not be locked to non-approved parking infrastructure.

3. Upon notification by the Commissioner of Public Works or the Chief of Police of any dockless bicycle that is improperly parked, the operator shall relocate the bicycle in accordance with the following requirements:

- a. Within 2 hours of notice between 6 a.m. and 10 p.m.
- b. By 8 a.m. for notices received between 10 p.m. and 6 a.m.

4. The City may relocate improperly parked bicycles which are not remedied in accordance with this provision and the operator shall reimburse the City for costs of doing so per Section 10.3 of the Terms and Conditions.

### **C. Unused Bicycles**

1. Unused dockless bicycles shall be relocated by the operator. The City may relocate unused dockless bicycles that are not remedied in accordance with this provision and the vendor shall reimburse the City for costs of doing so pursuant to Section 10.3 of the Terms and Conditions.

### **11.7. Equipment Maintenance**

A. Each dockless bicycle must be inspected at least once per month in accordance with the Plan of Operation submitted at the time of application and in accordance with the requirements listed in Appendix B.

B. Any dockless bicycle deemed unsafe or inoperable shall be placed out of service immediately upon notice to the participant and removed from the public right-of-way by the operator within 2 hours of notice. Notice to the participant includes notification from the general public, or electronic mail notification from the City of Milwaukee.

C. The city may impound dockless bicycles that are deemed unsafe or inoperable and not remedied in accordance with this provision. The operator shall reimburse the City for costs of doing so pursuant to Section 10.4 of the Terms and Conditions.

### **11.8. Reporting and Data Sharing**

A. Participants shall be required to attend coordination meetings and provide periodic reports as requested by the Commissioner of Public Works.

B. Bicycle availability shall be publicly published using the General Bikeshare Feed Specification (<https://bit.ly/2HMtOXq>). Vendors must inform the City of the URL for this data.

C. Aggregate customer demographic data that does not identify individual customers, payment methods, or their individual trip history, gathered by the system application shall be provided to the Commissioner of Public Works on at least a monthly basis using anonymized keys.

D. The following information shall be required on the 1<sup>st</sup> of each month throughout the duration of the pilot, or as directed by the Commissioner of Public Works:

1. For each trip taken, the operator shall provide the bicycle ID number, type of bicycle, starting date, starting time, starting location, ending date, ending time, ending location, anonymized GPS data of the route taken, and total mileage.
2. The operator shall provide a summary report including the total number of trips, the average trips per deployed bicycle, the number of trips starting and ending in each zone, hourly and daily trip distribution in each zone; and the total number of crashes, injuries and complaints.
3. For each day, the operator shall report the number of bicycles which were in service for the entire day, the number of unique bicycles inspected for maintenance, the identification number

for all bicycles maintained and repaired, and a report detailing a list of maintenance procedures performed on each bicycle.

4. For each bicycle that is lost, stolen or vandalized, the operator shall provide the date and time of discovery of the loss and the last known location of the bicycle.

5. For each crash, injury and complaint of which the operator is aware, the operator shall provide the date, time location and any relevant details.

6. For each zip code, the operator shall report the number of customers and the number of new app downloads.

### **11.9. Community Outreach**

A. Participants shall implement any community outreach plans at their own cost.

B. The operator shall provide a multi-lingual website, a call center, and a mobile application customer interface that is available 24 hours a day, 7 days a week.

## **12. ACKNOWLEDGEMENT OF RECEIPT**

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The undersigned declares that the information provided in this application is true, that they have read and agree to the Terms and Conditions as described herein, and that they agree to all rules and regulations set forth in the Milwaukee Code of Ordinances:

Participation in this pilot is voluntary. Participation in the pilot is not a prerequisite for the grant of a Dockless Bicycle Share Operator's License, should the City of Milwaukee opt to create such a license in the future. By signature below, the Applicant acknowledges that they have agreed to participate in the Pilot knowingly, voluntarily, and free from duress or coercion. The Applicant also acknowledges that participation in the pilot does not guarantee the issuance of a Dockless Bicycle Share Operator's License, should the City of Milwaukee opt to create such a license in the future. In addition, all Applicants have the right to consult with counsel regarding this application.

Name (Printed): \_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_