

Louisville Metro
Public Works & Assets
Dockless Vehicle Policy

Greg Fischer, Mayor
September 14, 2020



Date

July 12 2019

Revision

Section X

Policy language updated with the intent to prevent operators from franchising their local services.

Section XI. A.

Restricted zones added.

Language added requiring operators to use the official source file for restricted areas.

Section XI. B. a. i.

Operator cap lifted from 4 to 8

Section XI. B. b. i. 1.

Language added to clarify how ridership will be calculated to assess requests for fleet size increases.

Section XI. B. b. iii. 1.

Language added to clarify how ridership will be calculated to assess reductions in fleet sizes.

Section XI. B.c. i. 1.

Ridership metric for fleet size increase lowered from 4 to 3

Section XI. B. c. iii. 1.

Ridership metric for fleet size reduction lowered from 3 to 2

Section XII. A.

Clarifying language added to better describe process for levying any inspection-based fines.

Section XII. B.

Clarifying language added to reserve Metro's right to require the relocation of any DGPAs or Preferred Parking Locations

Section XIII. A.

Language added to remove parking exception for sidewalk usage

Section XV.

Additional, clarifying language added to better describe Distributional Zone requirements. Distributional requirements apply to operators based upon permitted fleet sizes, not deployed fleet size.

Section XVI.

Clarifying Language regarding data standards, reporting requirements, and privacy concerns.

Section XVI.

Daily Dockless Vehicle Fee updated to apply only to vehicles that were used after being deployed. Each deployed vehicle shall incur a \$1 fee on it's first use of the day. Vehicles being deployed but not used shall not incur the \$1 daily fee.

September 14, 2020

Section XVI.

Updates to Fee Structures

Signed

Vanessa Dale Burns
Director, Louisville Metro Public Works and Assets

Date

Dockless Vehicle Policy

The policy is established to describe the means and methods by which any dockless vehicle operator will be licensed to work within the Louisville-Jefferson County Metropolitan public right-of-way.

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I. Purpose & Background

This policy is established to provide rules and regulations governing the operation of dockless vehicles within Louisville/Jefferson County Metro (hereinafter referred to as "Metro") right-of-way and to ensure that the operation of such mobility systems is consistent with Metro's larger safety and transportation goals, which emphasizes the well-being of people of all ages and abilities across all modes of transportation operating within the public right-of-way.

The placement of objects in Metro's rights-of-way is at the discretion of the Louisville Metro Public Works Department (hereinafter referred to as "LMPW") under Chapter 97 of the Louisville Metro Code of Ordinances (hereinafter referred to as "LMCO"). LMCO 97.070(E) of the Code states:

'Nothing in this section shall prevent the DPW from establishing reasonable time, place, and manner regulations governing the placement of temporary objects on the right-of-way.'

Given the need to ensure that operators providing micro-mobility transportation services account for the safety of all users of the right of way, this policy seeks to balance the public need for safe and efficient transportation options while providing for the safe addition of emerging transportation systems. This policy combines and adapts national best practices with local knowledge to ensure the public's health, safety, and welfare is provided for to the greatest extent possible.

II. Definitions

The following shall apply:

- **DIRECTOR:** means the Director of The Department of Public Works and Assets who shall manage and enforce this policy and includes representatives, agents, or department employees designated by the Director.
- **DOCKLESS VEHICLE** means (1) A bicycle, an electric bicycle, or an electric motor-assisted scooter, pursuant to the definitions set forth in Chapter 74 of the Louisville Code of Ordinances which can be located and checked-out without interacting with a human, (2) An electric motor-assisted scooter with no more than two ten-inch or smaller diameter wheels that has handlebars, is designed to be stood upon, and is powered by an electric motor that is capable of propelling the device with or without human propulsion at a speed no more than fifteen miles per hour on a paved level surface. The word vehicle(s) may be used interchangeably with dockless vehicle as discussed herein.
- **OPERATOR** means an individual or company that has been issued an operating authority license under this policy.
- **REBALANCE** means: 1) moving dockless vehicles from an area of low demand to an area of high demand. 2) moving dockless vehicles from an area of high vehicle concentration to areas of lower concentration.
- **RELOCATION** means the movement of dockless vehicles from one area to another by the operator or those under contract to the operator.



- RESIDENTIAL AREA means any area primarily consisting of residential land uses as defined in Chapter 2 of the Land Development Code.
- LOUISVILLE METRO, also METRO, shall mean: 1) the Louisville/Jefferson County Metropolitan Government. 2) the geographical boundaries of Louisville/Jefferson County Metro Government.
- PREFERRED PARKING LOCATION means any parking location established by the operator for the deployment and/or relocation and/or rebalancing of the operator's vehicles.
- DESIGNATED GROUP PARKING AREA is defined as an improvement on the right of way which shall occur in a designated area, to be approved by LMPW, specifically for group placement of the Operator's vehicles.

III. General Authority

The Director shall implement and enforce this policy and may, by written order establish such rules and procedures as necessary, to support its continued consistency for implementation and enforcement.

As with any policy, exceptions may be granted as deemed necessary by the Director or designee. LMPW may conduct periodic reviews of the policy and invite, where appropriate, public and/or industry input to make this document an effective tool for the conduct of our mutual responsibilities to serve our respective "customers".

IV. Operating Authority

A person commits an offense if, within Metro, operates, or causes or permits the operation of, a dockless vehicle service without a valid operating authority license issued in accordance with this policy.

V. Application for Operating Authority License

To obtain an operating authority license, an operator shall make an application in the manner and form as prescribed by the Director. The applicant must be the business or entity that will own, control, or operate the proposed dockless vehicles. The first probationary operating authority license expires six (6) months from the date it is issued. All subsequent licenses issued to the same company shall be considered non-probationary, full operating licenses and will expire twelve (12) months from the date it is issued.

An application for operating authority shall at a minimum, contain the following and is to be accompanied by a non-refundable application fee:

- the form of business of the applicant and, if the business is a corporation or association, a copy of the documents establishing the business and the name and address of each person with a 20 percent or greater ownership interest in the business;



- the address of the fixed facilities to be used in the operation, if any, and the address of the applicant's corporate headquarters, if different from the address of the fixed facilities;
- the name of the person designated by the applicant to receive on behalf of the applicant any future notices sent by Metro to the operator, and that person's contact information, including a mailing address, telephone number, and email or other electronic address;
- documentary evidence from an insurance company indicating that such insurance company has bound itself to provide the applicant with the liability insurance required by this policy. For specific insurance requirements, see Section XVIII of this policy;
- documentary evidence from a bonding or insurance company or a bank indicating that the bonding or insurance company or bank has bound itself to provide the applicant with the performance bond or irrevocable letter of credit required by this policy;
- The number and types of dockless vehicles to be operated;
- A signed agreement to indemnify Metro. For specific language, see Section XVIII of this policy;
- User language that indemnifies/releases Metro. For specific language, see Section XVIII of this policy;
- the verified signature of the applicant

VI. Changes to Information in the Operating Authority License

Any changes to the information provided in the operating authority license application must be reported in writing to LMPW within 10 days of the change. Any changes to the fleet size must be approved by LMPW in writing prior to submitting the informational change.

If the information reported to the director under this section includes an increase in the number of dockless vehicles, and those additional vehicles were approved by LMPW, then any additional vehicle fees due under Section XVII of this policy must be submitted to LMPW simultaneously with the change in information.

VII. Expiration of the Operating Authority License

A full operating authority license expires one year from the date it is issued unless revoked under Section IX(C).

VIII. Refusal to Issue or Renew Operating Authority License

The Director shall refuse to issue or renew an operating authority license if the applicant:

- intentionally or knowingly makes a false statement as to a material matter in an application for a license or license renewal; or
- has been found in breach twice within a 12-month period for violation of this policy, or a rule or regulation adopted under this policy, or has had an operating authority license revoked within two years of the date of application.



If the Director determines that a license should be denied to the applicant or operator, the Director shall notify the applicant or operator in writing that the application is denied and include in the notice the specific reason or reasons for denial and a statement informing the applicant or operator of the right to, and the process for, appeal of the decision.

IX. Termination, Suspension, and Revocation of Operating Authority License

A. Termination

Metro reserves the right, for cause or at its sole discretion, to terminate the license as issued at any time.

- Operators must remove all vehicles from the right of way within 7 days of notice that their license is to be terminated.
- If the vehicles are not removed in a timely fashion. Metro may impound the vehicles pursuant to LMCO 97.076. The operator shall be responsible for all costs incurred by Metro associated with removal and storage.

B. Suspension

The following regulations apply to the suspension of an operating authority license:

- The Director may suspend an operating authority license if the director determines that the operator failed to comply with a request to remove a dockless vehicle or a request to rebalance dockless vehicles issued by the Director within the time specified in the order.
- Suspension of an operating authority license does not affect the expiration date of the license.

C. Revocation

The following regulations apply to the revocation of an operating authority license

1. The Director shall revoke an operating authority license if the Director determines that the operator has:
 - made a false statement as to a material matter in the application concerning the operating authority license;
 - failed to maintain the insurance required by this policy;
 - failed to maintain the performance bond or irrevocable letter of credit required by this policy;
 - operated dockless vehicles that were not authorized by the operating authority license; or
 - failed to pay a fee or fees as required under this policy.
 - Had multiple violations under the terms and conditions of this policy
2. After revocation of an operating authority license, an Operator is not eligible for another license for a period of up to two years, depending on the severity of the violation resulting in the revocation.

X. Non-Transferability

This Policy does not convey a permanent interest in public property right of way or lands and does not run with the land. Accordingly, an operating authority license is neither transferable nor assignable to another party. Subleasing one's License is not permitted. Any attempt to assign or transfer one's



License shall be considered a substantial breach and shall render one's License null. This policy should not be construed to impede the continuing use of trade names.

XI. Operating Zone & Fleet Size

A. **Operating Zone**

This policy applies to any proposed deployment of dockless vehicles operating within the Metro ROW. Metro reserves the right to limit operations of dockless vehicles to zones established by Metro. These zones may be changed at any time at the discretion of Metro. Likewise, restricted zones of operation may also be added. The Operator will be notified in writing of such changes.

Dockless vehicles found outside of the designated zone of operation will constitute a violation of the terms of this policy and the Operator shall pay as liquidated damages, which the parties agree are an estimate of damage which would be caused by violation of this provision, said damages being difficult to estimate and not constituting a penalty, of one hundred dollars (\$100.00 dollars) per vehicle found outside of the zone. The operator shall be responsible for all costs incurred by Metro associated with removal and storage.

Likewise, an Operator found to have vehicles operating within a restricted zone of operation shall be subject to the same damages as described above. Restricted zones will be designated by Louisville Metro, and made available to operators as a shapefile through Metro's Open Data Portal. All operators are required to use the official source file for restricted zones. Current restricted zones include:

- Waterfront Park
- The University of Louisville
- Kentucky School for the Blind



The designated operation zone is shown in red below:

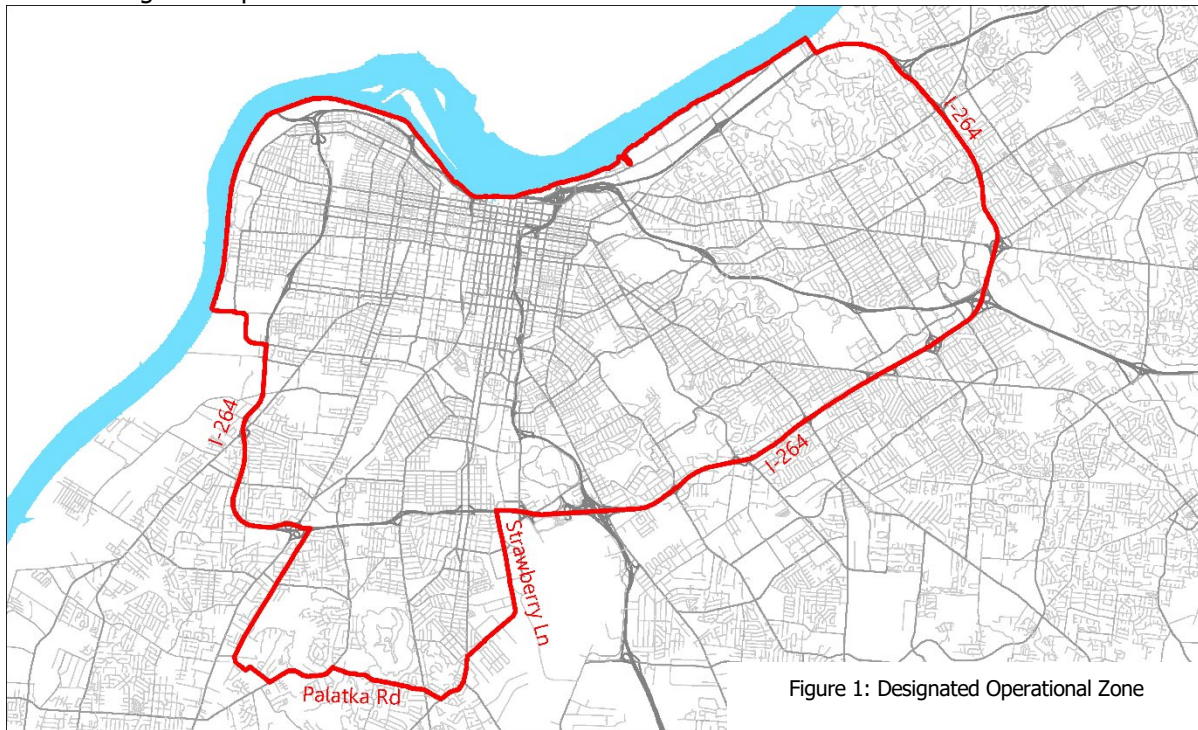


Figure 1: Designated Operational Zone

B. Fleet Size

a. General

- i. A total of 8 operators will be permitted to operate within Metro designated operational zones.
- ii. Fleet increases subject to general compliance with all policy provisions
- iii. Calculations for assessing fleet size increases shall follow this formula:
$$\text{rides per vehicle per day} = \frac{\text{total rides}}{\text{total permitted vehicles}}$$

b. For Probationary Permit Holders

- i. Operators may provide a maximum of 150 vehicles each in the first month of operations with possible incremental increases of 100 per month thereafter provided that:
 1. Ridership exceeds 3 rides per vehicle per day on vehicles owned by that operator.
 2. Issues identified by Metro are being adequately addressed to Metro's satisfaction
- ii. A cap of 650 vehicles applies to each operator.
- iii. Fleet Reductions:
 1. If ridership falls below an average of 2 rides per vehicle per day in the preceding month, the operator must remove vehicles from service. The specific number of vehicles to be removed will be determined by Metro based upon the available data and contributing factors (seasonal shifts, etc.).



- iv. Cap Extensions
 1. Vehicle caps may not be raised during the Probationary Period.
- c. For Full-Operating Permit Holders
 - i. Operators may apply for possible incremental increases of 200 vehicles per month provided that:
 1. Ridership exceeds 3 rides per vehicle per day on vehicles owned by that operator.
 2. Issues identified by Metro are being adequately addressed to Metro's satisfaction
 - ii. A cap of 1,050 vehicles applies to each operator.
 - iii. Fleet Reductions:
 1. If ridership falls below an average of 2 rides per vehicle per day in the preceding month, the operator must remove vehicles from service. The specific number of vehicles to be removed will be determined by Metro based upon the available data and contributing factors (seasonal shifts, etc.).
 - iv. Cap Extensions
 1. Vehicle caps may be raised at the discretion of Metro. Considerations factoring into raising the caps are as follows:
 - a. Ridership exceeds 5 rides per vehicle per day on average over the preceding month.
 - b. Issues identified by Metro are being adequately addressed to Metro's satisfaction.

XII. Parking

A. General Parking Rules

All parking locations on the public right of way are subject to review and modification at Metro's discretion. Parking locations are to be within the operating zone and are to comply with the parking restrictions outlined in this policy. The operator shall provide a map and list of all parking locations, which will accompany each monthly report. Whenever a dockless vehicle is deployed, relocated, or rebalanced, the Operator must place the vehicles in question in a preferred parking location or a designation group parking area. Individual riders are not required to end their rides at a preferred parking location or designated group parking location; however, placement at such facilities is to be recommended to users prior to starting each ride.

Dockless vehicles shall:

- be relocated or removed by the Operator within two hours of receiving notice of any vehicles that are parked in an incorrect manner.
- not be parked in a manner that would impede normal and reasonable pedestrian access on a sidewalk or in any manner that would reduce the minimum clear width of a sidewalk to less than 48 inches—the minimum clear width allowed under the Americans with Disabilities Act (ADA).
- not be parked in a manner that would impede vehicular traffic on a street or alley.
- not be parked in a manner that would impose a threat to public safety or security.



- stand upright when they are parked.
- not be parked in any way that blocks:
 1. Access to or from any building
 2. Transit stops, shelters, or platforms.
 3. Commercial loading zones.
 4. Railroad tracks or crossings.
 5. Passenger loading zones or valet parking service areas.
 6. Disabled parking zones.
 7. Street furniture that requires pedestrian access (for example, benches or parking meters).
 8. Building entryways.
 9. Vehicular driveways.
 10. Utility access points such as manholes or other doors or hatches on the ground.
 11. Access to and usage of LouVelo stations.
 12. The reasonable use of any commercial window display.
 13. Bicycle rack
 14. News rack

Dockless vehicles may be parked on blocks without sidewalks only if the travel lane(s) and 6-foot pedestrian clear zone are not impeded.

To the extent the Operator desires to park dockless vehicles in areas other than the public right-of-way (e.g. parks, plazas, parking lots, private property, or transit stations), the Operator must first obtain permission to do so from the appropriate Metro department, property owner, or public agency and shall communicate this right to users through signage approved by the respective entity and/or through a mobile or web application.

Dockless Vehicles left at the same location for three or more consecutive days despite notification to the Operator to relocate the dockless vehicle will be impounded. The Operator shall be responsible for the costs of removal and storage.

Metro may, with or without notice, inspect the manner of parking of dockless vehicles operating under this policy to determine whether the dockless vehicle complies with the standards outlined in this policy. Observed or reported violations may be subject to a \$500.00 fine per occurrence plus a potential, punitive reduction in fleet size to be determined by Metro but not to exceed 25 vehicles per occurrence. Operators shall be notified and given the opportunity, as defined later in the policy, to address found issues. If, upon the second documented infraction, Metro may issue fines as described above.

B. Preferred and Designated Parking Areas

To facilitate the orderly parking of dockless vehicles, this policy outlines two types of parking areas. The first is referred to as a "preferred parking location" which refers to any designated, unmarked area to which operators deploy or relocate vehicles. "Designated Group Parking Areas" (DGPAs) refer to marked areas on the right of way to facilitate the orderly and consistent parking of dockless vehicles.



Designated Group Parking Areas are to be approved by Metro and installed by the Operator using materials approved by Metro. DGPAs may be required by Metro at a rate of no more than 1 DGPA for every 10 vehicles and, if required, will be in areas of high demand. Operators and Metro shall be agnostic as to the operator-of-origin of vehicles using any given DGPA. A comprehensive list showing the location, and number of vehicles in each DGPA will be provided to LMPW in a form prescribed by LMPW. Any changes in these locations shall be reviewed by LMPW. Metro reserves the right to require the relocation of any DGPA or Preferred Parking Location.

Criteria for a DGPAs are as follows:

- The DGPA shall be delineated by surface decals or other acceptable methods to be determined by Metro prior to installation, outlining corners and if desired, delineated vehicle positions;
- The DGPA location, layout, and operation shall comply with all ADA guidelines;
- Each licensed Operator shall be responsible for the maintenance and potential removal of their DGPAs.

Metro reserves the right to review and require modification to the size and placement of all parking locations, both preferred and designated. Metro may establish parking review areas where prior approval for parking locations is required.

XIII. Operations

A. General

Dockless vehicles are to be operated on streets, in accordance with all relevant Metro Ordinances, and where available, in bike lanes and bike paths. Dockless vehicles are to observe best riding practices designed to maximize safety. Riders will be informed to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths and shall yield to pedestrians. Dockless vehicles shall not be operated on sidewalks. When utilizing sidewalks to access or depart from a parking location, riders are to, without exception, walk the vehicle to/from an approved operating area.

Dockless vehicles must be deployed before 7:00 a.m., local time daily and placed in their approved locations. All vehicles regulated by this policy and not meeting the requirements for usage after dark must be immobilized by sunset each day and retrieved within the following hour. Failure to perform these duties shall be considered as non-compliance with this policy and may be subject to a \$500.00 fine per documented occurrence plus Metro's cost for removal and storage.

The Operator must maintain a staffed operations center and shall maintain a 24-hour customer service phone number posted on the vehicle and within the app for customers and members of the public to report safety concerns, complaints, or to ask questions of the company. The Operator must also provide LMPW a designated contact who will be responsible for relocation of dockless vehicles or to receive customer complaints forwarded by LMPW. Any changes in the contact information must be provided to LMPW within 24 hours.



Prior to beginning operations, Operators shall comply with all Metro policies, protocols, and procedures in the case of:

- extreme weather
- emergencies
- special events
- construction

B. User Communications

Operators shall create and maintain city-specific information outlining all locally relevant terms and conditions as outlined in this policy on the company's websites and/or social media platforms. Such information is to include the terms of service, including user instructions, privacy policies, and outlines all fees, costs, penalties, and unexpected charges in all languages required by Metro.

The Operator shall provide notice to all users by means of signage and through a mobile, web or social media application that:

- Dockless vehicles are to be operated on streets, and where available, in bike lanes and bike paths. Vehicles may not be operated on sidewalks unless immediately leaving from or accessing a parking location.
- Users are to obey traffic laws and practice safe operating conduct.
- Dockless vehicles are to stay to the right of street lanes and to offer the right of way to bicycles on bike lanes and bike paths and shall yield to pedestrians.
- Helmets are encouraged for all users.
- Parking must be done in the designated areas; and comport to the terms found in Section XII, Parking.
- Users shall not obstruct the walking area of a sidewalk with a vehicle when finished with its use. A minimum 4' sidewalk clearance shall be maintained. Operators must make all reasonable effort to inform riders of the proper parking procedures and best practices.
- The Operator shall require vehicle users, through its Vehicle Use Agreement, to release and forever discharge Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the user's use of the dockless vehicle in question. The Operator shall provide to LMPW a copy of the Vehicle Use Agreement.

C. Public Safety Information Campaigns

Operators shall make periodic efforts to inform non-users about proper behavior around the operator's product, including providing information on how a non-user may report parking or operations related issues to the company. The operator shall document all information campaigns and provide a summary to Metro in their monthly reports. Operators shall conduct information outreach efforts at least twice a year. Probationary permit holders must conduct public safety information campaigns monthly during each month of their probationary permit. Public safety information campaigns must occur each time the operator's fleet is notably expanded, to be determined by Metro.



D. Equipment Safety and Maintenance

Operators shall remove from service any inoperable dockless vehicle, or a dockless vehicle that is not safe to operate, from the right-of-way within 24 hours of notice received from a customer, resident, or Metro. A dockless vehicle removed from the right-of-way in accordance with this subsection must be repaired before it is returned to service.

In the meantime, between notification and retrieval, the vehicle shall be removed from the user interface that allows the public to locate said vehicle and the vehicle shall not be able to be unlocked by potential users.

Dockless vehicles being deployed, re-deployed, or relocated shall be placed in preferred parking locations as described in Section XII, Parking.

XIV. Equipment Standards

Each dockless vehicle permitted under this article shall display the emblem of the Operator along with a unique identification number that is easily visible while the vehicle is in a standard upright position. Dockless vehicles shall meet all requirements of local, state, and federal law and shall meet the following additional requirements:

- Bicycles must meet the safety standards outlined in ISO 43.150 – Cycles, Subsection 4210, as amended. Electric-assist bicycles should refer to CPSC Public Law 107-309 for Low Speed Electric Bicycles for maximum engine wattage.
- Electric motor assisted scooters should refer to CPSC Public Law 107-309 for standards around weight bearing.
- For all electric-assist equipment, the maximum motor-assist speed while in operation shall not exceed 15 miles mph.
- All equipment shall have always-on front and rear lights that are visible from a distance of at least 300 feet away under normal atmospheric conditions. Front and back lights shall stay illuminated 90 seconds after the vehicle has stopped.
- All equipment shall feature a decal or sticker notifying riders that they are not to ride on the sidewalk and that helmets should be worn.
- Companies shall ensure that all vehicles are inspected, maintained, and or replaced on a mutually agreed upon schedule with Metro.
- Operators shall have the ability to lock-down individual vehicles when they are deemed to be or reported to be unsafe.

Each dockless vehicle permitted under this article must be equipped with active global positioning system technology, which must ping its location at a minimum of every 60 seconds while the vehicle is being ridden.

Metro may, with or without notice, inspect any dockless vehicle operating under this permit to determine whether the dockless vehicle complies with the standards outlined in this license.



This section may be updated as new standards for new mobility technologies are developed.

XV. Vehicle Distribution & Community Engagement

To ensure access to shared mobility transportation options throughout the community, Metro has established distribution zones. Distribution zones are intended to ensure that no singular zone is intentionally over-served or under-served. Operators must comply with distributional requirements. Failure to comply with this provision constitutes a breach of the license and may result in the assessment of fleet size reductions, suspension, or even termination of the license. The duration of any suspension shall be at the sole discretion of Metro but will be no less than 6 months. Terminations shall apply for 1 year.

Figure 1 defines Metro's Distributional Zones.

- For operators with 150 permitted vehicles or fewer, there are no distributional requirements.
- For operators with permitted fleets ranging in size between 150 and 350 vehicles, 20% of each operator's vehicles must be located within zones 1 and 9.
 - Distribution plans within Zones 1 and 9 **must** be submitted to Metro for approval to ensure adequate accessibility for residents of each zone has been achieved.
- For fleets ranging in size between 350 and 1050 vehicles, 20% of each operator's vehicles must be located within zones 1 and 9 and 10% must be in zone 8.
 - Distribution plans within Zones 1, 8, and 9 **must** be submitted to Metro for approval to ensure adequate accessibility for residents of each zone has been achieved.

Education and marketing materials, as well as engagement with low income, minority, non-English speaking, and zero-car populations is strongly preferred.

- Vehicles will be available at rates that are clearly and understandably communicated to the customer prior to use.
- Operators are responsible for educating the public, including users and non-users, on the shared mobility program, and on how to operate safely.
- Operators must make a good-faith effort to provide non-smart phone options to access the system.

Operators shall meet quarterly with Metro to discuss the components of this provision.

The provisions of this section may be updated as more data becomes available.



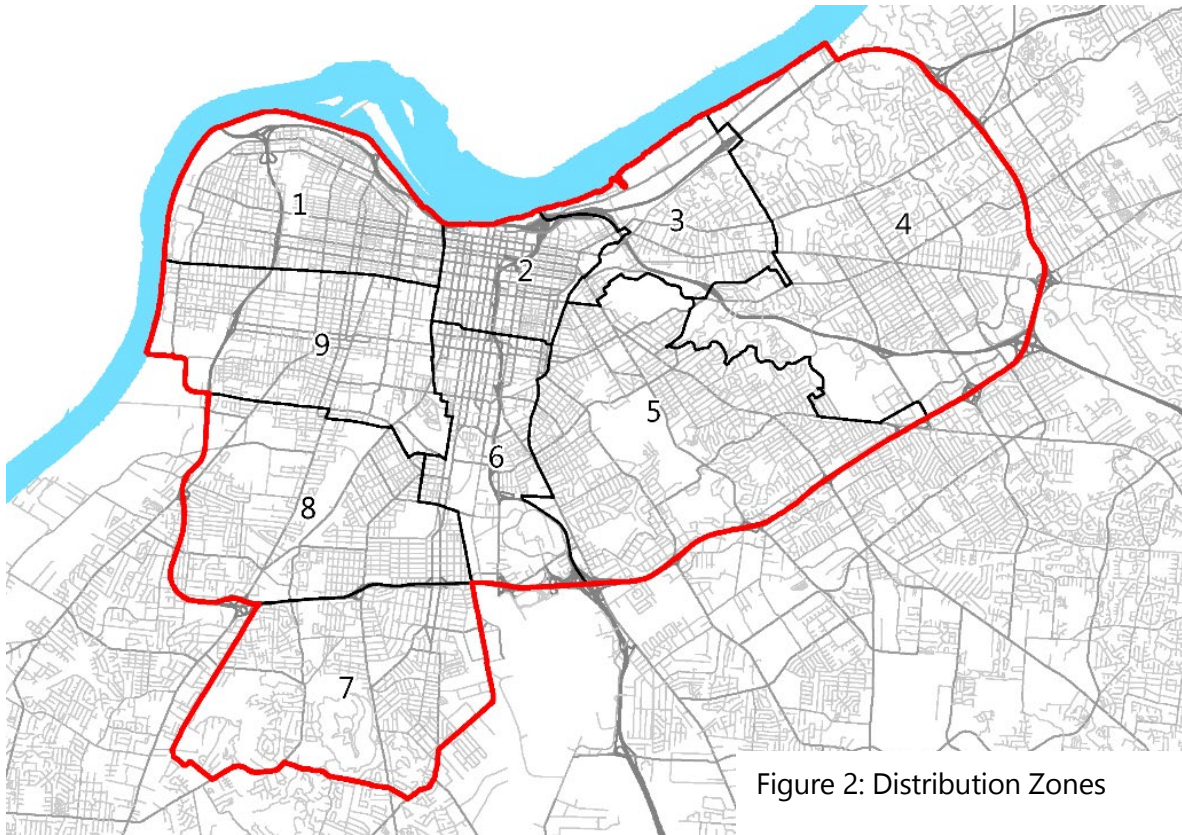


Figure 2: Distribution Zones

XVI. Data Standards

A. Data Collection and Reporting

Licenses shall provide Metro with real-time and historic information on the operator's entire Louisville fleet as outlined below. This data will be made available to the public directly by the operator and shall not refer the City to another subsidiary or parent company representative for API or data access.

Metro is permitted to publish as open data and release via open records request all non-personally identifiable data in a manner that respects residents' privacy and follows best practices, guidance from relevant organizations, the city's open data policy, and state open records laws.

1. Real-time availability

Real-time availability will be made available through a documented-API feed in the GBFS (General Bikeshare Feed Specification) format. This includes the system_information, station_information, station_status, and free_bike_status feeds or equivalents in future versions of GBFS. This real-time availability data will be made available to the public directly by the operator without need for authentication. A link to this data feed will be made available on a City website.



Licensees are directly responsible for providing Metro with the data described below in the MDS (Mobility Data Specification) format. This is part of the Provider API endpoints which includes the authenticated status_changes feed or equivalent in future versions of MDS. The data to be published will include at minimum the following information in real time for every dockless vehicle parked in Louisville Metro’s operational area:

1. Event Point location - latitude and longitude - Decimal (12,9)
2. Dockless Vehicle identification number
3. Type of vehicle (standard or electric)
4. Battery Level (if electric)

All GPS data shall come from the active GPS that is affixed to each vehicle and shall not be collected from users’ mobile devices.

2. Historic Origin and Destination data

All licensees shall provide the following anonymized data for each trip record to inform and support safe and effective management of the system, and for transportation planning efforts. Data will be submitted to the City in a manner acceptable to Metro, with fields laid out in Table 1.

Historic data from Table 1 shall be provided via the standard MDS format, using the Provider API endpoints which includes the authenticated trips feed or equivalent in future versions of MDS, which may provide more detail than in Table 1.

Historic data from Table 1 shall additionally be provided monthly to staff (minus the Route taken field) via a CSV file for the previous month, before the end of the following month, to help simplify staff analysis for vehicle caps, policy enforcement, data validation, and fleet expansion requests.

Table 1 – Operational Assessment Geospatial Fields

Field Name	Format	Description
Company name	Text	May be blank if provided by one company
Type of Vehicle	“Standard Bicycle” or “Electric Bicycle” or “Electric Scooter”	May be blank if one type of vehicle provided
Trip record number	xxx0001, xxx0002, xxx0003, ...	3-letter company acronym + consecutive trip #
Trip duration	MM:SS	n/a
Trip Distance	Feet	n/a
Start Date	MM, DD, YYYY	n/a



Start Time	HH:MM:SS	n/a
End Date	MM, DD, YYYY	n/a
End Time	HH:MM:SS	n/a
Start Location	Decimal (12,9) Census Tract	Latitude and Longitude
End Location	Decimal (12,9) Census Tract	Latitude and Longitude
Vehicle Identification Number	xxxx1, xxx2, xxx3...	Unique identifier for every vehicle
Route taken	GeoJSON, Decimal (12,9)	Latitude and Longitude points recorded along the route

3. Preferred Parking Areas

All licensed operators will provide the following device availability Preferred Parking Areas data for oversight of parking compliance and device distribution. Preferred Parking Locations are defined by the operator as locations employees/subcontractors are allowed to place vehicles. Data will be submitted to Metro in a manner acceptable to Metro. This location of distribution points data will be made available directly by the operator to Metro, with fields as layed out in Table 2.

Table 2 – Parking Assessment Geospatial Fields

Field Name	Format	Description
GPS Coordinate	Latitude and Longitude - Decimal (12,9)	Location of Distribution Point
Vehicle cap	Number	Maximum number of vehicles allowed at this location for the availability time period
Availability Start	MM, DD, YYYY, HH:MM	Start data/time of when this location existed with the vehicle cap
Availability End	MM, DD, YYYY, HH:MM	End data/time of when this location existed with the vehicle cap



4. **Monthly Reports**

The operator shall provide a monthly report by the end of the first full week of the following month that is in a format acceptable to Metro that includes, but is not be limited to, the following:

- Total number of rides for the previous month and total miles ridden.
- Total number of vehicles in service for the previous month.
- Number of rides per vehicle per day.
- Location and performance of all preferred and designated parking areas.
- Number of vehicles removed from service
- Operator staffing levels
- Customer Service Cases, including complaints registered
- Vandalism Incidents
- Crash reports (to include injury/fatalities)
- If available to the Operator, an aggregated breakdown of customers by gender and age monthly. Gender must be reported as male, female, and non-binary. Age must be reported using these eight age groups: under 5, 5-17, 18-24, 25-34, 35-44, 45-54, 55-64, 65 and over.

Metro maintains the right to request additional reports, additional data or change the frequency of the reports at its sole discretion. Further, Metro maintains the right to request meetings with the operator to discuss operations, issues and any corrective actions as may be necessary. In addition to this report, the operator may provide access to this and other data via an online web portal.

B. Data Privacy

All operators shall ensure customer data privacy and that operator policies are in accordance with Metro data privacy policies. Customers shall not be required to share personal data with 3rd parties (e.g. advertisers, investors etc.) to use the mobility services.

Customers shall not be required to provide access to their contacts, camera, photos, files and other private data to use the vehicles. Location services may be required to use the service for locating nearby vehicles, but not for providing trip-level data.

Operators shall provide clear notification about what data will be accessed (e.g. location services, camera, contacts, photos etc.) and explain how and why data will be used. Notification must be active (e.g. affirmative confirmation-required to continue).

All digital applications and or consent forms shall provide customers with the option to opt-in to providing access to their contacts, camera, photos, files, other private data and 3rd party data sharing. This opt-in shall not be the default setting and digital applications and consent forms shall not require customers to opt-out of providing access.



Metro will classify MDS data as 'Sensitive' internally and take precautions to secure the data as laid out in applicable city security, privacy, and data access policies. Data sharing with external entities, researchers, and companies will require a data sharing agreement.

Fees

Fees associated with the operation of dockless vehicles are presented in Table 3. In addition to the fees found in Table 3, the operator shall also be responsible for:

- costs associated with any relocation and/or removal of vehicles from the right of way due to non-response by the operator.
- costs incurred by Metro for relocating vehicles left outside the designated zone of operation.
- costs incurred by Metro that require the abatement of any violations of this policy or any conditions of the Operating Authority License, repair and/or maintenance of public property, repair and/or maintenance of the right of way, the operator shall reimburse Metro for the costs within 30 days of receiving written notice from Metro.

TABLE 3: Dockless Vehicle Fees

Description	Fee	Covers costs associated with:
Operating Authority License Application Fee	\$2,000 for Probationary License. \$1,000 for Full-Operating License	Application review.
Annual Permit Fee	\$10,000.00/yr.	Analyzing and assessing data, responding to public complaints, cover costs associated with: removing broken, damaged and/or incorrectly parked vehicles if the company cannot or will not themselves, the purchase and installation of physical infrastructure related to the system such as racks or thermoplastic markings, loss of public ROW space especially on sidewalks



Daily Trip Fee	\$0.20/Ride	Fee includes all trips on an individual vehicle, exclusive of trips originating within defined equity zones. Will fund improvements to on-street shared mobility infrastructure.
Required Performance Bond	\$10,000.00	To cover operator's default on the terms and conditions of the policy and/or license.

XVII. Insurance and Indemnification

A. Insurance

Prior to commencing operations, Operator shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Operator shall not begin operations in the Metro right of way until all insurance required under the terms of the Operating Authority License (License) has been obtained and until copies of policies or certificates thereof are submitted to Metro Government and approved by the Metro Government's Risk Management Division. The Operator shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Operator evidencing proof of coverages

Without limiting Operator's indemnification requirements, it is agreed that the Operator shall always maintain in force during the life of the License the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies for the life of the License. Metro Government may require Operator to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro Government's option, actual copies of policies.

The following clause shall be added to the Operator's (and approved subcontractors) Commercial General Liability Policies:

"The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects to operations of the Named Insured performed relative to the terms of the License.

REQUIRED POLICIES/COVERAGE: The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the Dockless Vehicle



Louisville Metro Public Works & Assets Dockless Vehicle Policy

Policy (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on the Operators or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):

Commercial General Liability: via the Occurrence Form, primary and non-contributory, with a \$1,000,000 Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage and Products/Completed Operations, including:

- a. Premises - Operations Coverage
- b. Products and Completed Operations
- c. Contractual Liability
- d. Broad Form Property Damage
- e. Independent Contractors Protective Liability
- f. Personal Injury

Workers Compensation (if applicable): insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and EMPLOYERS' LIABILITY - \$100,000 Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee.

Automobile Liability: insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is \$1,000,000 Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A- VI", unless proper financial information relating to the Company is submitted to and approved by Metro Government's Risk Management Division.

MAINTENANCE OF DOCUMENTATION:

1. The Operator shall procure and maintain insurance policies and shall furnish Certificates of Insurance upon the execution of the License. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the License, renewal Certificates of Insurance shall be furnished to Metro Government at least fifteen (15) days prior to the expiration of any policy(s).

Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:

**Louisville/Jefferson County Department of Public Works & Assets
444 South 5th Street, Suite 400
Louisville, KY 40202**



Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:

**Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202**

CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Operator shall notify Metro Government's Risk Management Division of any policy cancellation within two business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Operator shall notify Metro Government's Risk Management Division within two business days. If Operator fails to notify Metro Government as required by the Dockless Vehicle Policy, Operator agrees that such failure shall be a breach of the terms of the Dockless Vehicle Policy. Metro Government reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro Government's Risk Management Division.

MISCELLANEOUS: Approval of the insurance by Metro Government shall not in any way relieve or decrease the liability of the Operator or any subcontractors hereunder. It is expressly understood that Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Operator.

B. Indemnification

1. The Operator shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Operator's (or Operator's Subcontractors, if any) performance or breach of the Dockless Vehicle Policy provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of the Dockless Vehicle Policy, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this License.
2. Operator shall require dockless vehicle users, in its Vehicle Use Agreement, to release and forever discharge Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the user's use of the dockless vehicle. Operator shall provide to LMPW a copy of the Vehicle Use Agreement.

