



**RULES & REGULATIONS PERTAINING TO THE
ADMINISTRATION OF A SHARED MOBILITY SMALL
DEVICES LICENSE PROGRAM BY AURORA PUBLIC WORKS**

Effective Date: 2019-MAY-23

CITY OF AURORA
PARKING & MOBILITY SERVICES
15151 East Alameda Parkway, Suite 3200
Aurora, Colorado 80012
SharedMobility@auroragov.org

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I. DEFINITIONS

Words and phrases used in these Rules & Regulations shall have the meaning set forth in this section except where the context clearly indicates a different meaning.

- I 1. City means the city of Aurora, a home-rule municipal corporation of the State of Colorado.
- I 2. Docked shared mobility system uses special parking racks that lock a mobility device when not in use and only release it by computer control to authorized customers renting a device. Users can rent a device from a dock and return it to another dock belonging to the same operator system.
- I 3. Dockless shared mobility system is defined as devices with an internal lock that are not required to be docked when not in use, and are unlocked by authorized customers typically using a smart phone app or computer controls on the device. Dockless devices are typically not associated with company-specific docks or racks.
- I 4. Operator means a business or commercial enterprise that has been issued a revocable license to operate a public shared mobility transportation rental device service in the right-of-way throughout the city of Aurora.
- I 5. Right-of-Way means any sidewalk, highway, street, road, alley, property, or any public way dedicated for the use of the public within the city of Aurora.
- I 6. Shared mobility is a mode of transportation typically involving small single occupancy transportation devices, ideal for short distance point-to-point trips, providing customers the ability to pick-up a rental device from one location and leave it at another within a system's service area. Devices are either be parked using docks or are dockless using internal locking mechanisms. Device examples include, but are not limited to, bicycles, e-bikes, and e-scooters.
- I 7. Sharing systems provide users unencumbered access to small mobility devices within a defined system area. Shared devices are

typically remotely accessed via a smart phone application or other credentials and do not need to be attended by the operator. Systems can use device docking stations or be dockless.

- I 8. Shared mobility operators are defined as any business or commercial enterprise that has been issued a revocable license under this license program.
- I 9. Shared mobility small devices are defined as a small single occupancy shared mobile device that integrates on-board technology allowing a registered user to rent it. This includes, but is not limited to, docked or dockless bicycles, scooters, e-bikes, and e-scooters. Devices not expressly listed above require pre-approval by the city of Aurora prior to licensing and/or deployment. Devices NOT considered as shared mobility small devices include, but are not limited to, golf carts, ATVs, and/or vehicles with fuel powered engines.
- I 10. Shared mobility operator's fleet will be defined as any shared mobility device or service provided by the operator within the Aurora city limits, whether they are in use, available for use, temporarily disabled pending maintenance, or other servicing needs.

II. AUTHORITY

- II 1. The Director of Public Works has the authority to promulgate departmental rules and regulations as defined in Aurora Municipal Code Section 2-147. The Parking and Mobility Services Program shall be responsible for the administration and enforcement of the Shared Mobility Program.
- II 2. License(s) issued are only valid for operations within the city of Aurora right-of-way. Permission to operate outside city of Aurora right-of-way shall require coordination with the appropriate department, agency, or property owner; and shall be communicated to the customer through signage approved by the respective entity and/or through the mobile and web application.
- II 3. These Rules & Regulations are subject to change, at any time, at the discretion of the Manager of Parking & Mobility Services, and so approved by the Director of Public Works, upon providing 30-day notice to all valid license holders. Notice of any changes will be published on the city's *Shared Mobility Program* website.

III. INTENT

- III 1. A goal of Aurora City Council (3.2) is to reduce travel time and reduce congestion and provide expanded multi-modal mobility choices. According to the Pedestrian and Bicycle Information Center, bicycle sharing is an innovative transportation program, ideal for short distance point-to-point trips providing users the ability to pick up a device from one location and return to another within a system's service area. A robust shared mobility small device program has the likelihood of expanding multi-modal mobility choices around bus, light rail and commuter rail stations, and in high-demand areas such as Fitzsimons Innovation Community, Northwest Aurora, Metro Center, and other locations in the city of Aurora.

- III 2. Mobility sharing operators must provide easy access to mobility devices for the broadest group of the population. This access includes solutions for those individuals who do not have banking services or have smart phone resources. Operators must make their system accessible and affordable to the broadest group of the population.

IV. RESPONSIBILITY OF LICENSEE

IV 1. SAFETY

- a. All shared mobility small devices used in systems issued under this license program shall meet the standards outlined in the Code of Federal Regulations (CFR) under Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles. Additionally, licensed systems shall meet the safety standards outlined in ISO 43.150 – Cycles, subsection 4210. E-bikes, electric-assist bikes, and e-scooters must comply with safety standards established by CPSC Public Law 107-319.
- b. Any electric bicycles used in systems issued a license under this license program shall meet the National Highway Traffic Safety Administrations (NHTSA) definition of low-speed electric bicycles; and shall be subject to the same requirements as ordinary bicycles. This means that electric bicycles shall have fully operable pedals, an electric motor of less than 750 watts, and a top motor-powered speed of less than 20 miles per hour when operated by a rider weighing 170 pounds. Additionally, the city of Aurora reserves the right to terminate any license issued under this program if the battery or motor on an electric bicycle is determined by the city to be unsafe for public use.
- c. All bicycles included in a licensed fleet shall meet the Colorado Revised Statues (C.R.S.) requirements for lights during hours of darkness, described in C.R.S. 42-4-221. This includes a front light that emits white light and a rear red reflector visible to low headlight beams on devices from 600 feet.
 - 1) Shared mobility small devices without a front light and rear red reflector shall not be operated or made available between sunset and sunrise.
- d. All shared mobility operators licensed under this license program shall provide a mechanism for anyone to notify the company that there is a safety, maintenance issue, or parking concern with the device. This mechanism for notifying the company shall not require persons to download or operate the app, and will include

a phone number located on the device, and a device-specific identification number.

- e. All licensed systems shall have visible language that notifies the user that:
 - 1) Helmet use is highly encouraged while riding a device.
 - 2) All shared mobility small devices shall yield the right-of-way to pedestrians, at all times.
 - 3) When riding on-street, street legal devices are required to follow the "rules of the road," as one would in a motor device.

- f. Licensed shared mobility operators agree that the city of Aurora is not responsible for educating users regarding bicycle or traffic laws. Neither is the city responsible for educating users on how to ride or operate a shared mobility small device(s) included in the licensed fleet. Licensed operators agree to educate users regarding laws applicable to riding and operating a shared mobility small device in the city of Aurora, Adams County, Arapahoe County, and Douglas County and to instruct users to comply with all applicable state laws.

- g. Each shared mobility small device will be equipped with a lock, key, and/or smart technology equipment in order to track ridership data, owned and provided by the shared mobility operator.

- h. Users on bicycles, electric-assist bicycles, electric bicycles, or other appropriate "street/roadway legal" devices are encouraged to use on-street bike lanes, or off-street trails, if present, before utilizing a pedestrian sidewalk.
 - 1) Authorized shared mobility devices may operate in the roadway if the maximum speed limit of the roadway does not exceed thirty (30) miles per hour.
 - 2) If no bike lane or trail is available and the roadway has a speed limit greater than thirty (30) miles per hour, the device may be ridden on the sidewalk in accordance to IV 1-SAFETY sections j, k, l, m, and n below.

- 3) Shared mobility small devices with maximum motor-assisted speeds of 15.5 miles per hour are prohibited from operating in roadways with speed limits greater than thirty (30) miles per hour unless a designated bike lane is present.
- i. When operating on sidewalks, users are required to exercise extreme caution when interacting with or passing pedestrians.
 - j. Pedestrians have the right-of-way at all times.
 - k. When interacting with pedestrians, users are required to proceed at a pace to match pedestrian speed when unable to pass pedestrians.
 - l. Users of any shared mobility device must take caution and be aware of any and all associated risk of danger when utilizing a mobility device in any given context.
 - m. Allowable speeds:
 - 1) Motors on electric-assist bicycles and electric bicycles operating as shared mobility small devices shall cease to provide assistance when the bicycle reaches a speed of up to twenty (20) miles per hour.
 - 2) Motors on e-scooters, or other unspecified shared mobility small devices, shall cease to provide assistance when the device reaches a speed of up to 15.5 miles per hour. If operated on the sidewalk, it shall be the rider's responsibility to operate at the maximum speed limit of six (6) miles per hour.
 - 3) Users shall be encouraged not to exceed posted speed limits on streets, roadways, or other facilities.
 - n. All licensed shared mobility operators may be subject to the assessment of fines in the amount of \$30 per violation for documented safety infractions which are not cured after 24 hours' notice to operator. Examples of safety violations include, but are not limited to, devices in fleet use that don't meet the safety standards and requirements listed above in sections 1, 2,

and 3; devices deployed that are not properly maintained and/or are a safety risk to the users.

IV 2. SERVICE AREA

- a. A robust shared mobility small devices license program has the likelihood of expanding multi-modal mobility choices around bus, light rail, and commuter rail stations and in high demand areas such as Fitzsimons Innovation Campus, Northwest Aurora, Metro Center, and other locations in the city of Aurora.
- b. Licensed shared mobility operators must submit, as part of an application to the City, a proposed service area that meets the goals and intent of this license program.
- c. At a minimum, a shared mobility operator service area must include the following areas:
 - 1) **Northwest Aurora** - Bounded by Interstate 225 to the east, 6th Avenue to the south, Yosemite Street to the west, and 26th Avenue and 30th Avenue to the north.
 - 2) **Station Areas** – Two (2) mile radius around the following light rail or commuter rail stations:
 - i. Dayton Station
 - ii. Nine Mile Station
 - iii. Iliff Station
 - iv. Florida Station
 - v. Metro Center Station
 - vi. 2nd & Abilene Station
 - vii. 13th Avenue Station
 - viii. Colfax Station
 - ix. Fitzsimons Station
 - x. Peoria Station
 - xi. 40th & Airport Station
- d. Licensed shared mobility operators, through the application process, may propose a phasing plan to serve these areas in the first year of operation.

- e. The City reserves the right to determine certain areas or locations where shared mobility small devices are prohibited.

IV 3. PARKING

- a. Docking Systems: For device stations or parking areas for dockless shared mobility small devices that require the installation and maintenance of objects or markings in the ROW, a specific annual license is required for every location in addition to an annual license for the program. The Parking and Mobility Program will provide guidance on locating shared docking stations or parking areas, as well as the required additional licenses.
- b. Dockless Systems ("Free Float Devices"): For free-floating share systems, devices shall be parked in the "landscape / furniture zone" of the sidewalk, at any bicycle rack, or designated parking location. Licensed shared mobility operators shall inform their customers on how to park a device properly. When rebalancing, shared mobility small devices shall not use more than half of the available general purpose bike racks at any specific location.
- c. All licensed shared mobility operators will be required to submit to the city of Aurora a plan outlining their steps of actions for enforcing and managing proper parking of devices and other services offered in their shared device fleet.
- d. Licensed shared mobility operators may be required to designate preferred parking areas to help manage the public realm. These designated preferred parking areas must be identified and labeled within the mobile device application. These preferred parking areas must be approved by the Parking and Mobility Services program before made available to the public.
- e. For dockless painted parking boxes in the right-of-way, nothing shall prevent other mobility companies from designating it as preferred parking. All painted boxes in the right-of-way shall be shared and utilized by all licensed shared mobility operators.

- 1) Applicants will be required to submit a list of preferred locations for the possible installation of painted

dockless parking zones. Aurora Public Works may require the operator to install and maintain painted dockless parking zones. Painted dockless parking zones may be assigned to a company for maintenance responsibilities, but will be agnostic in terms of which licensed operator's devices can park there.

- 2) Aurora Public Works shall approve painted dockless parking zones locations, dimensions, design, and appearance.
 - 3) No unique company branding, logos, or depictions will be allowed in the painted dockless parking zones.
- f. Licensed shared mobility operators will be required to utilize parking incentives and disincentives for users to manage appropriate parking placement of dockless shared mobility small devices.
- g. Rebalancing of the entire licensed mobility fleet will take place every 24-hours to ensure shared devices are parked appropriately and upright, not parked on private property, are functioning safely, are not damaged and are not tipped over or impeding circulation in the public right-of-way.
- h. Licensed shared mobility operators shall communicate to users restrictions to eligible parking zones on sidewalk include:
- 1) Shared mobility small devices shall not be parked at the corners of sidewalks.
 - 2) Shared mobility small devices shall not be parked against trees or within landscape planting beds.
 - 3) Shared mobility small devices shall not be parked on blocks where the landscape/furniture zone is less than 3-feet wide, or where there is no landscape/furniture zone.
 - 4) On blocks without sidewalks shared mobility small devices may be parked if the travel lane(s) and 6-foot pedestrian clear zone are not impeded.

- 5) All licensed shared mobility small devices in a fleet must maintain at least 6-feet of clear space for pedestrian circulation when parked on sidewalks.
- 6) Shared mobility small devices shall not be parked in the landscape/furniture zone adjacent to, within or blocking:
 - i. Parklets or streateries;
 - ii. Loading zones;
 - iii. ADA disabled parking zones or designated accessible routes;
 - iv. Street furniture that requires pedestrian access (i.e., benches, parking pay stations, bus shelters, transit information signs, etc.);
 - v. Curb ramps;
 - vi. Entryways;
 - vii. Driveways; and
 - viii. Landscape planting beds or other landscape materials.
- 7) Shared mobility small devices can only be parked on hard surfaces within the landscape/furniture zone (i.e., concrete, asphalt).
- 8) Shared mobility small devices shall not be parked on City parks, trails, or open space.
- 9) The city of Aurora retains the right to require or create geo-fenced stations or locations within certain areas where shared mobility small devices shall be parked or where shared mobility small devices are prohibited.
- 10) If a dockless shared-mobility small device remains in one location after 7-days and the operator has been notified with the 24-hour ability to cure, it may be removed by the city of Aurora and taken to a city facility for storage at the expense of the private shared mobility operator, not to exceed \$30 per day, per device. The city of Aurora shall invoice the

violating operator (see Operations section for more information).

- 11) All dockless shared mobility small devices shall be upright when parked.
- 12) Any mobility device that is parked incorrectly shall be re-parked in a correct manner or shall be removed by the licensed shared mobility operators based on these times, when such operator receives notifications:
 - i. 6 a.m. - 6 p.m., Monday-Friday (City holidays excluded) – within **4-hours** of receiving notice.
 - ii. All other times – within **10-hours** of receiving notice.
- 13) All licensed shared mobility operators shall encourage users to park correctly at the end of a user’s trip in order to ensure devices are in accordance with the requirements in the license regulations.
- 14) All licensed shared mobility operators may be subject to the assessment of fines in the amount of \$30 per infraction, per device, for documented improperly parked devices, after applicable notice and 24-hour cure periods.
 - i. Examples of parking infractions include, but are not limited to, installing designated parking boxes/areas without prior authorization; not rebalancing the device fleet as required; inoperable geo-fencing; and repeated request(s) from the city or public to relocate/remove devices.

IV 4. OPERATIONS

- a. All licensed shared mobility operators under the license program shall have a staffed 24-hour customer service phone number for customers to report safety concerns, complaints, or ask questions. This 24-hour customer service phone number must

be displayed on every shared mobility small device deployed within the operator's fleet in the city of Aurora.

- b. Growth of the system's fleet is based on operator compliance with license requirements. Licensed shared mobility operators may be allowed to grow their respective fleet over time if they demonstrate they can abide by city license requirements. If at any time a licensed shared mobility operator deploys additional devices that have not been authorized by Aurora Public Works, the assessment of fines may be applied and/or the license(s) may be revoked.
- c. All licensed shared mobility operators under the license program shall provide the city of Aurora with a direct local contact for operator staff that are capable of rebalancing devices in the fleet.
- d. All shared mobility small devices will be individually numbered or otherwise have a unique identifier displayed on the device clearly visible to the user, the public, or city representatives. Fleet IDs may be requested and audited throughout the program to ensure that fleet size requirements are respected. The unique identify shall correspond with information for that device in the app.
- e. Each licensed shared mobility operators will be expected to participate in regular meetings and/or conference phone calls with city of Aurora staff to discuss operations, usage, fleet size, community concerns, safety concerns, and data review.
- f. Licensed shared mobility operators will provide a rebalancing management plan to the city of Aurora, including information about rebalancing frequency times and rebalancing locations.
- g. Licensed shared mobility operators will provide an equity plan to the city of Aurora, including information about how their devices will be available for use by individuals without a smartphone device or credit card.
- h. In the event the City identifies or receives a complaint, all licensed shared mobility operators under the license program

shall relocate or rebalance shared mobility small devices based on these times:

- 1) 6 a.m. - 6 p.m. Monday-Friday (City holidays excluded) – within **4-hours** of receiving notice by the City.
 - 2) All other times – within **10-hours** of receiving notice by the City.
- i. Any inoperable shared mobility small device that is not safe to operate shall be removed by the license operator from the right-of-way within 24-hours of notice by any individual or entity, and shall be repaired before returning the device into service.
 - j. If the city of Aurora incurs any costs addressing or abating any violations of these requirements, incurs any costs of repair or maintenance of public property that incurs damage that is beyond normal wear and tear, or device retrieval, upon receiving written notice of the city costs, the licensed operator shall reimburse the city of Aurora for such costs within 30-days. Failure to do so may risk the use of the provided Operator Reserve to reimburse for such costs.
 - k. Upon providing 30-day notice to any license holder, Aurora Public Works reserves the right to change any component of the program or its scope at any time during the one-year annual license. Furthermore, Aurora Public Works, at its sole discretion, reserves the right to limit or cap the ability for specific modes of shared mobility small devices to be operated at any time during the license time frame.
 - l. Upon providing 30-day notice to any license holder, the city of Aurora reserves the right to terminate licenses at any time and require that the entire fleet of shared mobility small devices be removed from Aurora city limits. Such notice of termination shall be delivered to the license holder by certified mail. The decommissioning shall be completed within 14-days after the completion of the 30-day notice period, unless a different time period is determined by the city of Aurora.
 - 1) Upon receiving notice of license termination, the license holder has the right to appeal the decision to the Director of Public Works. A request for appeal must be provided

in writing to the Director of Public Works no less than seven (7) days after receiving the termination letter.

2) Any license holder not satisfied with the Director's decision may request a final appeal hearing with a hearing officer, as assigned by the city of Aurora. Such hearing shall be set before the end of the fourteen (14) day decommissioning period set by the City in the original notice provided via certified mail. The decision made by the hearing officer shall be final.

- m. Licensed shared mobility operators must be in good standing with the City or will be subject to having their application(s) denied and/or license(s) revoked.
- n. Licensed shared mobility operators shall not display third party advertising on licensed devices without the express written approval from the City.
- o. The enforcement and the assessment of fines is designed to promote and achieve compliance with city and state laws and the Shared Mobility License Program's Rules and Regulations. The intent and desired goal is to gain voluntary compliance without the need for punitive enforcement. Each operator shall make a good faith effort to comply with all the terms and conditions set forth in these license regulations.
- p. Individual shared mobility devices that are pre-rented for extended use (i.e., a single day or more) to a sole user, shall be considered part of the operator's overall fleet limit if the device is either made available for short-term rental before or after the long-term rental period, or if the rental device is stored in the right-of-way for any period of time.

IV 5. FLEET SIZE AND NUMBER OF OPERATORS

- a. Each licensed shared mobility operator shall have a minimum shared mobility small device fleet of one hundred (100) devices excluding reduced fleet modifications due to adverse weather events. Operators shall meet this fleet size within four weeks of initial launch date.

- b. At the launch of their program within the city of Aurora, licensed shared mobility operators may deploy up to 500 devices, according to their license.
- c. A licensed shared mobility operator may add devices to their fleet upon request to, and approval by, the City when the operator can demonstrate with device and utilization data that average ridership exceeds the Minimum Utilization Rate (MUR) of two (2) rides per day for e-bikes and three (3) riders per day for e-scooters.
- d. If the licensed shared mobility operator applies for, and receives, permission to increase fleet size, operator will pay the additional license cost prior to the deployment of additional devices. This additional license cost will be prorated by the remaining calendar months of license contract.
- e. The City reserves the right, at any time, to modify, limit, or cap the number of shared mobility operators licensed within the city of Aurora.
- f. The City reserves the right, at any time during the license period, to limit or adjust the number of shared mobility small devices licensed.
- g. The City reserves the right to restrict or deny the type and/or mode of mobility device(s) licensed under this program.
- h. All licensed shared mobility operators may be subject to the assessment of fines, which are not cured after 24 hours' notice to operator, in the amount of \$30 per documented violation. Examples of Fleet Size violations include, but are not limited to, deploying more devices than licensed; deploying unauthorized/unlicensed devices; refusal to reduce or remove the fleet if required to do so.

IV 6. COMMUNITY ENGAGEMENT AND EDUCATION

- a. Licensed shared mobility operators will be required to conduct community engagement practices at least once a quarter in

order to inform community members how to use services provided in their fleet, answer questions, maintain transparency of their brand and operations in the city, and maintain best practices of their fleet.

- b. All licensed shared mobility operators will be required to submit documentation of community engagement events that they hosted for education about how to access, use, ride, park, contact, and report comments or questions related to the operators fleet of transportation services.
- c. All licensed shared mobility operators will be required to host an annual safe riding training session/course held within the city of Aurora city limits.
- d. All licensed shared mobility operators are encouraged to have messaging and/or language within their mobile application, on the shared device, and any other applicable messaging materials regarding their policies related to vandalism explaining what types of behaviors constitute as vandalism, the operator's responsive actions to vandalism, and any consequences for customers who commit vandalism.

IV 7. REPORTING

- a. Licensed shared mobility operators will report data to the Parking & Mobility Manager, in Aurora Public Works, for reporting and analysis purposes.
- b. Licensed shared mobility operators are required to report, on a quarterly basis, monthly information regarding their fleet and membership. This report will not require providers to solicit comments from riders or members of the system. The goal of these reports is to better understand how the entire device share system is being utilized and to better inform future policy changes. Operators will work with the City to provide the following information on their company's operations in Aurora:
 - 1) Utilization rates
 - 2) Total download, active users and repeat user information

- 3) Total trips by day of week, time of day
- 4) Origins and destination information for all trips
- 5) Trips per device by day of week, time of day
- 6) Average trip distance
- 7) Trips originating in or destined Northwest Aurora (see section IV 2.c.1 for boundaries)
- 8) Parking compliance at designated zones and at transit and bus stops
- 9) Incidents of device theft and vandalism
- 10) Device maintenance reports
- 11) Complaints
- 12) Number of users participating in any discount programs disaggregated by program type (i.e., low income, students, etc.)
- 13) Accident / crash information
- 14) Payment method information
- 15) Other information and/or data as agreed upon by City and Operator

- c. All licensed shared mobility operators shall complete and submit information using an identical data reporting template provided format identified by Parking and Mobility Program staff. This report is required to be submitted on the 7th of the month for the previous quarter, every January, April, July, and October.
- d. Each licensed shared mobility operator will be responsible for providing and maintaining real-time data feeds via API, or other City approved method, displaying trip information including, but not limited to, data identified in section IV.7.b. All data shall be provided directly to the Parking and Mobility Program staff and/or a city-approved 3rd party vendor, if applicable and subject to securing a license agreement with each license holder.
- e. If a licensed shared mobility operator distribute a customer survey, results of these surveys for service within the city of Aurora may be provided to Aurora Public Works.
- f. Subject to securing a license agreement with each license holder, all licensed shared mobility operators agree to the city of Aurora using an independent third-party researcher for evaluation of the shared mobile small device license program.

Data will be shared with the third-party researcher only for the purposes of evaluation, management, and/or enforcement of the requirements in this license.

Note: If a public disclosure request is submitted that could result in the city of Aurora sharing data required by this license, the city of Aurora will notify the appropriate vendor(s) prior to sharing data.

- g. The City reserves the right to audit and verify any and all financial documents and performance records relating to payments and transactions between the licensed shared mobility operator and the city of Aurora.

V. INSURANCE & INDEMNIFICATION

V 1. Insurance The license holder will be required to procure and maintain, at their own expense and without cost to the city of Aurora, the following types of insurance. The policy limits are to be considered minimum amounts:

a. Insurance and Indemnities: The license holder shall maintain a Commercial Property Insurance Policy on the premises during the term of this agreement. The cost the required insurance shall be paid by the license holder. Prior to commencement of this agreement, the license holder and its subcontractors shall provide a certificate of insurance evidencing the following coverages:

(a) Commercial General Liability Insurance. During the term of this agreement, the license holder and its subcontractors shall provide general liability coverage against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate.

(b) Excess or Umbrella Liability. License holder and its subcontractors shall maintain an Excess or Umbrella Liability on an occurrence basis in excess of the underlying insurance described in (a), which has coverages as broad as the underlying policies, with a limit of Two Million Dollars (\$2,000,000.00).

(c) Workers' Compensation or Employers' Liability Insurance. The license holder and its subcontractors shall provide proof of workers' compensation coverage with limits as required by the laws of the State of Colorado. Additionally, the license holder and its subcontractors shall provide proof of Employers' Liability Insurance with limits as follows:

\$500,000 bodily injury each accident
\$500,000 bodily injury each disease
\$500,000 bodily injury disease aggregate.

(d) Licensor as Additional Insured. All insurance policies required by this agreement, except workers' compensation, shall name the City, its officers, employees and agents as an additional insureds by endorsement and said coverage shall contain a waiver of subrogation. License holder and its subcontractors shall provide a copy of an endorsement providing this coverage.

(e) Limits of Insurance. The total limits of general and excess liability insurance set forth above may be provided to the City using a combination of primary and excess liability insurance.

(f) Certificates of Insurance. Upon the execution of this Agreement, the license holder shall provide certificates of insurance to the city of Aurora demonstrating that at the minimum coverages required herein are in effect. License holder agrees that the required coverages will not be reduced, canceled, non-renewed or materially changed without Thirty (30) days prior written notice to the City. All certificates of insurance must be kept in force throughout the duration of the services. If any of license holder's or any of its subcontractor's coverage is renewed at any time prior to the expiration of this Agreement, the license holder shall be responsible for obtaining updated insurance certificates for itself and such subcontractors from the respective insurance carriers and forwarding the replacement certificates to the City within ten (10) days of the expiration date of any previously delivered certificate.

The minimum A.M. Best rating of each primary insurer shall be A- X and the minimum A.M. Best rating of each excess insurer shall be A- VIII. The Licensee shall provide copies of insurance policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the city of Aurora in response to the particular circumstances giving rise to the Agreement. The license holder's policy will be primary and non-contributory with respect to any and all self-insurance or insurance policies purchased by the additional insured.

V 2. Indemnification – Licensed holders agree to defend, indemnify, reimburse, and hold harmless the City, its appointed and elected officials, agents, and employees from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the operator's services performed under the issued program license, unless such claims have been determined by the trier of fact to be the sole negligence or willful misconduct of the City. The indemnity shall be interpreted in the broadest possible manner to indemnify the City for any acts or omissions of the licensed holder, its subcontractors, or its users.

VI. FEES

VI 1. The following annual license fee schedule shall be applied to approved shared mobility service license holders. An Aurora business license, separate from this license, shall be required as well, in order to operate within the city of Aurora.

b. Fleet License Fee – Program licenses will be issued according to the following shared mobility fleet sizes:

- | | |
|----------------------------|-------------------|
| 1) 100 to 500 devices | \$5,000 per year |
| 2) 501 to 1,000 devices* | \$10,000 per year |
| 3) 1,001 to 2,000 devices* | \$15,000 per year |

**requires demonstration of exceeding MUR*

c. Infrastructure Fee - \$0.03 per each user rental, per device, for rentals originating in the city of Aurora.

d. Operator Reserve - Each shared mobility operator license holder will be responsible for providing financial funds that the City can draw upon, as needed, but not limited to, for costs, fines, and activities associated with auditing, removing, and storing improperly parked devices. Operators may provide this reserve in three forms: 1.) an escrow account, 2.) a Letter of Credit, or, 3.) the issuance of a Cashier's Check to the City. The City will be listed as the sole beneficiary of the reserve and all Operators will be required to maintain the full reserve amount at all times and replenish funds within 15-days of the reserve being drawn upon. The Operator Reserve must be established with the City before any License is issued. This reserve will be maintained for at least two (2) months extending beyond the License expiration date and/or after an Operator has departed the Aurora market. The City shall provide a written notice to the Operator of five (5) days prior to drawing on a reserve.

- | | |
|--------------------|----------|
| 1) Reserve amount: | \$25,000 |
|--------------------|----------|

e. Docking Station Fee - The following additional annual license fee schedule shall be applied to approved mobility share license holders based on the number of fixed docking stations deployed.

1) Per Docking Station: \$750

- d. Violation Fee – If a licensed shared mobility operators is in documented violation, per the sole judgement of the City, of any of the requirements and/or stipulations of this license program outside the applicable notice and 24-hour cure period, the Parking and Mobility Program may subject the Operator the assessment of violation fees of \$30 per documented violation. The Operator will be required to pay the violation fee(s) within 30-days of issuance or risk the use of the Operator Reserve or revocation of their assigned program license(s).

VII. APPLICATION

VII 1. Organizations interested in applying for a license shall submit a "Shared Mobility Small Devices Revocable License Application" request to the city of Aurora. The application package *must* also include the following supplemental items:

- a. Insurance & indemnification documentation
- b. Images and full description of shared mobility small devices and mobile application
- c. Description of the staffed 24-hour customer service phone line's amenities and abilities to include the location(s) of said phone number on each device
- d. Size of fleet and mode composition including any planned fleet expansion over the year
- e. Service area, including any planned area expansion over the year
- f. Education and outreach plan(s) for proper device parking and riding safety
- g. Device rebalancing and scheduling plan(s)
- h. A list of preferred locations for the possible installation of painted dockless parking zones
- i. Parking enforcement and management plan(s) for all modes of transportation options provided in the fleet to include a full description of geofencing capabilities and other services to enhance operational plans
- j. Plan(s) to provide an equitable mobility sharing service for patrons without smart phones or being unbanked
- k. Annual Corporate Financial Report* for the prior year is to be submitted to measure current and future financial health, stability, and performance of your organization

VII 2. Proof of valid city of Aurora business license will be required before a Shared Mobility Small Device License is granted.

***Disclosure of Contents Notice:** All application material become a matter of public record and shall be regarded as Public Records, with the potential exception of those specific elements in each application which are defined by the applicant as Business or Trade Secrets and are plainly marked "Trade Secrets," "Confidential," or "Proprietary." Items so marked shall not be disclosed unless disclosure is otherwise required under the Colorado Open Records Act (CORA). If a third party seeks such information under CORA and challenges the trade secret or confidential nature of certain information marked as such, it will be the responsibility of the applicant to defend against that challenge, and to defend, indemnify, and hold harmless the City from any claim or action for disclosure of such information.

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