



City of Appleton

100 North Appleton Street
Appleton, WI 54911-4799
www.appleton.org

Meeting Agenda - Final Municipal Services Committee

Monday, February 20, 2023

4:30 PM

Council Chambers, 6th Floor

1. Call meeting to order
2. Roll call of membership
3. Approval of minutes from previous meeting

[23-0150](#) Minutes from 2-6-23

Attachments: [Minutes from 2-6-23.pdf](#)

4. Public Hearings/Apearances

5. Action Items

[23-0148](#) Preliminary Resolution 1-P-23 for Concrete Pavement, Driveway Aprons and Sidewalk Construction be adopted and refer the matter to the Finance Committee to determine the assessment rate.

Attachments: [1-P-23 Concrete Paving Sidewalks and Aprons.pdf](#)

[23-0149](#) Preliminary Resolution 2-P-23 for Sanitary Laterals, Storm Laterals and Storm Main Construction be adopted and refer the matter to the Finance Committee to determine the assessment rate.

Attachments: [2-P-23 Sanitary Laterals, Storm Laterals, Storm Main.pdf](#)

[23-0151](#) Complete Streets / Ped Study: Consultant Scope Approval.

Attachments: [Complete Streets-Ped Study-Consultant Scope Approval.pdf](#)

[23-0152](#) Approve on-street parking changes on the 900 block of E John St in conjunction with the proposed Eagle Ridge Condominium development.

Attachments: [John St 900E Parking Change \(Eagle Ridge Condos\).pdf](#)

[23-0163](#) Approve Memorandum of Understanding with Bird Rides, Inc. to initiate a Dockless, Stand-up Electric Scooter Program for 2023-2024.

Attachments: [2023.02.20 Bird Rides Memo.pdf](#)

[MOU - Bird Program - 2023-2024 \(02.16.2023\).pdf](#)

6. Information Items

[23-0165](#) Status Update - College Avenue Lane Reconfiguration.

Attachments: [2023.02.20 College Avenue Lane Reconfiguration Status Update.pdf](#)

7. Adjournment

Notice is hereby given that a quorum of the Common Council may be present during this meeting, although no Council action will be taken.

Reasonable Accommodations for Persons with Disabilities will be made upon Request and if Feasible.



City of Appleton

100 North Appleton Street
Appleton, WI 54911-4799
www.appleton.org

Meeting Minutes - Final Municipal Services Committee

Monday, February 6, 2023

4:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

2. Roll call of membership

Present: 5 - Firkus, Doran, Siebers, Thyssen and Van Zeeland

3. Approval of minutes from previous meeting

23-0093 Minutes from January 23, 2023

Attachments: Minutes from 1-23-23.pdf

Firkus moved, seconded by Van Zeeland, that the Minutes be approved. Roll Call. Motion carried by the following vote:

Aye: 5 - Firkus, Doran, Siebers, Thyssen and Van Zeeland

4. **Public Hearings/Appearances**

5. **Action Items**

23-0092 Approve State/Municipal Agreement for a State-LET Urbanized Area STP-Urban Program Project, Lawe Street (College Avenue to Wisconsin Avenue).

Attachments: 4984-24-74,75 C APPLETON, LAWE ST, COLLEGE AVE - WISCONSIN AVE ORG 12 21 22.pdf

Firkus moved, seconded by Thyssen, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 5 - Firkus, Doran, Siebers, Thyssen and Van Zeeland

23-0091 Request from Elizabeth Hoffmann, 1300 W Edmund Drive, to have her sidewalk snow removal assessment of \$118.50 waived.

Attachments: 1300 Edmund Snow Appeal.pdf

Siebers moved, seconded by Firkus, that the Report Action Item be

recommended for denial. Roll Call. Motion carried by the following vote:

Aye: 5 - Firkus, Doran, Siebers, Thyssen and Van Zeeland

23-0110

Fifth St/Prospect Av Proposed 6-Month Parking Trial.

Attachments: [Fifth St & Prospect Av Parking Changes \(proposed 6-month trial\).docx](#)

Amend to just include Prospect and not Fifth at this time. Siebers/Firkus on amendment. 5-0 approved.

Firkus moved, seconded by Thyssen, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 5 - Firkus, Doran, Siebers, Thyssen and Van Zeeland

6. Information Items

23-0111

Inspections Division Permit Summary Comparison Report for January 2023.

Attachments: [Inspection Permit Report January 2023.pdf](#)

23-0114

Status Update - Resolution #10-R-22 - Alternate Lawe Street Truck Route.

Attachments: [2023.02.06 Lawe St Truck Route Update Memo 10-R-22.pdf](#)

23-0116

Parking Utility - Passport 2022 Year in Review.

Attachments: [Appleton, WI - 2022 Year in Review Passport Parking Utility.pdf](#)

23-0115

Status Update - College Avenue Lane Reconfiguration.

Attachments: [2023.02.06 College Avenue Lane Reconfiguration Status Update.pdf](#)

7. Adjournment

Firkus moved, seconded by Van Zeeland, that the meeting was adjourned. Roll Call. Motion carried by the following vote:

Aye: 5 - Firkus, Doran, Siebers, Thyssen and Van Zeeland

CONCRETE PAVEMENT, DRIVEWAY APRONS, SIDEWALK CONSTRUCTION

RESOLUTION 1-P-23

PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS UNDER SECTION 66.0703 (7) (a), WISCONSIN STATUTES OF 2011-2012.

RESOLVED, by the Common Council of the City of Appleton, Wisconsin:

1. The Common Council hereby declares its intention to exercise its powers under Section 66.0703, Wisconsin Statutes, to levy special assessments upon property within the following described area for benefits conferred upon such property by improvement of the following area.

CONCRETE PAVEMENT, SIDEWALK CONSTRUCTION AND DRIVEWAY APRONS

- Amethyst Dr (Bluetopaz Dr to Aquamarine Dr)
- Amethyst Dr (Providence Ave (w/o) to Bluetopaz Dr)
- Bluetopaz Dr (Providence Ave (w/o) to Amethyst Dr)

2. The total amount assessed against such property shall not exceed the total cost of the improvements. The Common Council determines that such improvements shall be made under the police power and the amount assessed against each parcel shall be on a cost per front foot, area or unit cost basis.

3. The assessments against any parcel may be paid to the Finance Department on receipt of Special Assessment Notice by one of the following:

- a. In cash, or if entered on the Tax Roll;
- b. One installment, if the assessment is \$1000 or less;
- c. In five equal annual installments, if the assessment is greater than \$1000;

Deferred payments shall bear an interest at the prime rate plus 3% per annum on the unpaid balance.

4. The Finance Committee is directed to prepare a report consisting of:

- a. Preliminary plans and specifications for said improvements.
- b. An estimate of the entire cost of the proposed street improvements.
- c. A schedule of proposed assessments showing the properties that are benefited by the work or improvements.

Upon completing such report, the Finance Committee is directed to file a copy thereof in the office of the City Clerk for public inspection.

5. Upon receiving the report of the Finance Committee, the City Clerk is directed to give notice of a public hearing on such report as specified in Section 66.0703 (7) (a), Wisconsin Statutes. The hearing shall be held at the Council Chambers in the City Hall at a time set by the City Clerk in accordance with Section 66.0703 (7) (a), Wisconsin Statutes.

Jake Woodford (Mayor)

Adopted: March 1, 2023

Attest: Kami L. Lynch (City Clerk)

SANITARY LATERALS, STORM LATERALS AND STORM MAIN

RESOLUTION 2-P-23

PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS UNDER SECTION 66.0703 (7) (a), WISCONSIN STATUTES OF 2011-2012.

RESOLVED, by the Common Council of the City of Appleton, Wisconsin:

1. The Common Council hereby declares its intention to exercise its powers under Section 66.0703, Wisconsin Statutes, to levy special assessments upon property within the following described area for benefits conferred upon such property by improvement of the following area.

SANITARY LATERALS, STORM LATERALS AND STORM MAIN

- Alice St (Drew St to Union St)
- Linwood Ave (College Ave to Summer Ave)
- Rankin St (College Ave to Alton St)
- Summit St (Packard St to Elsie St)
- Summit St (Prospect Ave to Fourth St)

2. The total amount assessed against such property shall not exceed the total cost of the improvements. The Common Council determines that such improvements shall be made under the police power and the amount assessed against each parcel shall be on a cost per front foot, area or unit cost basis.

3. The assessments against any parcel may be paid to the Finance Department on receipt of Special Assessment Notice by one of the following:

- a. In cash, or if entered on the Tax Roll;
- b. One installment, if the assessment is \$1000 or less;
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Jake Woodford (Mayor)

Adopted: March 1, 2023

Attest: Kami L. Lynch (City Clerk)



"... meeting community needs ... enhancing quality of life."

DEPARTMENT OF PUBLIC WORKS
Engineering Division – Traffic Section
2625 E. Glendale Avenue
Appleton, WI 54911
TEL (920) 832-5580
FAX (920) 832-5570

To: Municipal Services Committee
From: Eric Lom, P.E., City Traffic Engineer
Date: February 15, 2023
Re: Complete Streets / Ped Study: Consultant Scope Approval

At its 3/16/22 meeting, the Common Council approved the allocation of \$75,000 to hire a consultant to evaluate the city's Enhanced Crosswalk Program (Agenda Item #22-0054). Through subsequent internal discussions, it was agreed that expansion of the project scope to include other complete streets-related issues would be beneficial.

Since that time, staff has worked with our preferred bike & pedestrian consultant (ALTA Consultants) to develop a project scope that would not only address the issue of determining how to move forward with our Enhanced Crosswalk Program, but also help the city establish a set of strong foundational policies that would guide our roadway design efforts in the future.

Based on the strong interest the Council has shown in this project, staff is asking that Committee/Council approve the proposed project scope (included below) prior to us moving forward with the consultant.

Figure 1– Proposed Scope of Services



MEMORANDUM

To: Eric Lom, City of Appleton
From: Colin Harris, Alta Planning + Design
Date: January 20, 2023
Re: Proposal for Appleton Complete Streets Study

Project Understanding

Alta will work with the City of Appleton on the development of a Complete Streets Study. The Study will include the following elements:

- Review and update the City's *Complete Streets Policy*
- Review and update the City's existing *Mid-Block Crosswalk Policy* and *Enhanced Crosswalk Policy*
- Develop a Complete Streets Design Guide
- Provide a Complete Streets Presentation for the City's Municipal Services Committee

Scope

Task 1: Project Management

Alta's Project Manager (PM) will regularly communicate with the City's PM. Alta will perform project management tasks including facilitating a kick-off meeting and hosting regular check-in meetings. Alta will provide agendas, follow-up notes, and prepare materials as needed. Alta will create a final Study summary PowerPoint document and present virtually to the Municipal Services Committee.

Task 1 Deliverables:

- Kickoff meeting (include final work plan and project schedule)
- Regular check-in meetings with the City's Project Manager
- Final Study Summary PowerPoint and virtual presentation to the Municipal Services Committee

Task 2: Complete Streets Policy

Alta will review the City's existing *Complete Streets Policy* and set a vision for an updated policy. As part of the review of the existing policy, Alta will interview City staff about how they apply the policy in current planning and design projects. Alta will coordinate closely with the City's PM to define the vision for the updated policy and create an updated draft and final *Complete Streets Policy*. Additionally, Alta will provide recommendations for other future City policy updates that may be able to better align with the updated *Complete Streets Policy*.



Task 2 Deliverables:

- Vision summary for the updated *Complete Streets Policy*
- Staff interviews (up to 5)
- Draft and Final Updated *Complete Streets Policy*
- Suggested future complementary policy update summary

Task 3: Crosswalk Policy

Alta will review the City's existing *Mid-Block Crosswalk Policy* and *Enhanced Crosswalk Policy*. As part of the review of the existing policy, Alta will interview City staff about how they apply the policies in current planning and design projects. Alta will coordinate closely with the City's PM to define the vision for the updated policy and create an updated draft and final *Crosswalk Policy*.

Additionally, Alta will review collector and arterial streets in accordance with the proposed policy and prioritize up to 15 locations in most need of improvement. Priority locations will be determined by analyzing needs such as destinations/origins, safety, and demographic equity indicators (to be determined in coordination with the City's PM).

Task 3 Deliverables:

- Vision summary for the updated *Crosswalk Policy* (combining existing *Mid-Block Crosswalk Policy* and *Enhanced Crosswalk Policy*)
- Staff interviews (up to 3; may be combined with interviews under Task 2)
- Draft and Final Updated *Crosswalk Policy*
- Needs analysis
- Crosswalk prioritization (up to 15 locations)

Task 4: Complete Streets Design Guide

Alta will develop a *Complete Streets Design Guide* for the City. The Guide will build from the existing *Downtown Streetscape Design Guide* and reference national best practice guidance as appropriate (e.g., NACTO). It is envisioned that the Guide will be organized by land use as a primary category, with road class as secondary. The Guide will include typical sections that align with how the Guide is organized. The guidance may be organized based on typical roadway typologies based on the land use and road classifications.

The Guide will include traffic calming features and include information on use, design considerations, and tradeoffs related in implementing the features in limited right-of-way. Anticipated features to be highlighted include:



Intersection treatments

- Raised crosswalks
- Raised intersections
- Pedestrian Refuge Islands
- Curb extensions
- Traffic circles
- No right turn on red
- Hardened left turns
- Traffic diverter
- Exclusive pedestrian phase

Non-intersection treatments

- Mid-block crossings
- Raised medians
- Pinch point
- Chicane
- Speed hump
- Speed table
- Speed cushion
- Traffic diverter
- Street trees
- PHBs/RRFBs
- Four-lane to three-lane conversions
- Bike Infrastructure
- Bus stops
- Placemaking

Additionally, the Guide will include information about truck turning design (corner design) for multiple typical intersection conditions.

Under this task, Alta will also work with the City's PM to discuss how a neighborhood traffic calming retrofit program could look. This information will be summarized and is anticipated to include information about the following:

- Policy examples
- Staffing and funding overview
- Example interim strategies
- Diagram showing an actual approximately 6-block x 6-block residential neighborhood in Appleton showing example conceptual build-out for a traffic calming retrofit strategy
- Guidance on how interim strategies (e.g., flexible post delineators) can coexist with street sweeping and winter maintenance



Task 4 Deliverables:

- Outline/Vision for the *Complete Streets Design Guide*
- Draft and Final Typical Sections (to include in the Guide)
 - One ideal typical section per land use
 - One additional typical section per land use for retrofit projects using typical curb-to-curb width
- Draft and Final *Complete Streets Design Guide*, incorporating Typical Sections and information on traffic calming features, organized according to the outline/vision
- Neighborhood Traffic Calming Retrofit Program Summary
- Recommendations on related training for DPW engineers and maintenance personnel (training to be considered under a separate scope)

Timeline

The project is anticipated to start in February 2023 and be complete by July 2023.

Fee

It is anticipated that the fee for this project will be \$75,000.



DEPARTMENT OF PUBLIC WORKS
Engineering Division – Traffic Section
2625 E. Glendale Avenue
Appleton, WI 54911
TEL (920) 832-5580
FAX (920) 832-5570

To: Municipal Services Committee
From: Eric Lom, P.E., City Traffic Engineer
Date: February 15, 2023
Re: On-street parking change related to proposed Eagle Ridge Condominium Development

In conjunction with the proposed Eagle Ridge condominium development, its developer is proposing to remove the existing parking cut-out area on the south side of the 900 block of E. John Street, adjacent to the development, as a means of accommodating the challenging site grades.

This block of John Street is quite narrow (28 feet), and there is significant parking pressure and truck use in the area. Based on this combination of factors, the developer has been advised that on-street parking would need to be removed on the south side of the block in order for the development to be feasible from a traffic safety standpoint, and that this removal of parking would require the approval of committee/council. As such, they are seeking approval of this change in conjunction with their site plan submittal.



To accomplish this, the following ordinance changes would be required:

1. **Create:** “Parking be prohibited on the south side of John Street from South Court, easterly to its terminus. This change would become effective at such time as the Eagle Ridge Condominium Development is completed.”



DEPARTMENT OF PUBLIC WORKS

100 North Appleton Street

Appleton, WI 54911

TEL (920) 832-6474

FAX (920) 832-6489

MEMO

To: Municipal Services Committee
From: Danielle Block, P.E. Director of Public Works
Date: February 15, 2023
Re: Approve Memorandum of Understanding (MOU) with Bird Rides, Inc. to initiate a Dockless, Stand-up Electric Scooter Program for 2023 and 2024

The 2022 Pilot Program with Bird Rides, Inc. continued to be a success with 58,133 trips and 109,818 miles traveled. The number of trips more than doubled and the number of miles traveled more than tripled over 2021. It has now been two-years since Birds landed in the City and staff feels comfortable with the terms of the agreement and has confidence in our working relationship with Bird Rides. In previous years, there were valid concerns raised by the community that we would like to continue to address.

The major changes to this MOU compared to the 2022 agreement include:

1. Continuation of a dockless, stand-up electric scooter program. Moving from the term “Pilot” to the term “Program.”
2. Term. The term has been proposed as a 2-year agreement.

With the proposed 2-year agreement, it is important to note the inclusion of Section 3.3 Termination. The MOU may be terminated at any point and without cause by either party upon 7 days prior written notice to the other party. The Director of DPW or the Chief of APD may terminate the MOU on behalf of the City.

With two successful years of a pilot program, the City has identified the following components of the MOU that have proven to be beneficial and will remain:

1. Reducing the maximum speed in the College Avenue corridor (Drew to Richmond) from 15 MPH to 12 MPH.
2. Geo-fencing of downtown bridges to prevent customers from ending their ride on a bridge.
3. Creating preferred parking zones where customers receive a discounted price if their ride is ended at those locations.
4. Receiving \$0.10 per ride to recoup the City’s administrative, educational and enforcement expenses incurred.
5. Limiting the number of total scooters to 350 with an initial deployment of no more than 100 scooters in the downtown area (between Wisconsin and Calumet) and 50 north of Wisconsin Avenue and 50 south of Calumet Street.
6. Deploying scooters in groups of no more than 10 in any given location.

Please let me know if you have any questions regarding this proposed MOU.



Hey, Appleton!

Here's a glance at 2022 with Bird:



3/27/2022

Birds landed



12,305

Number of Users



15.48

Metric tonnes of CO2 saved



58,133

Total rides

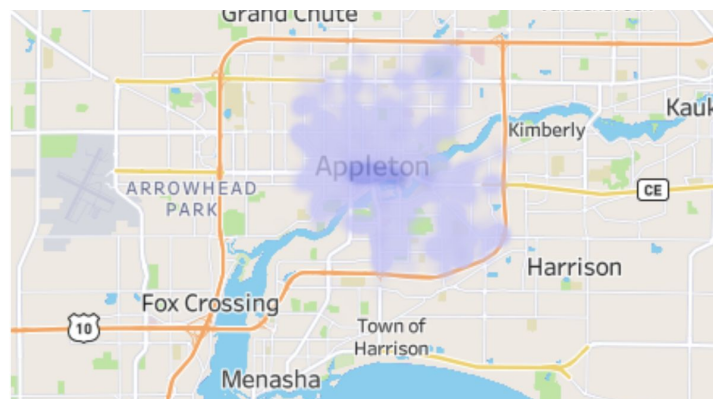


109,818

Total miles traveled

1

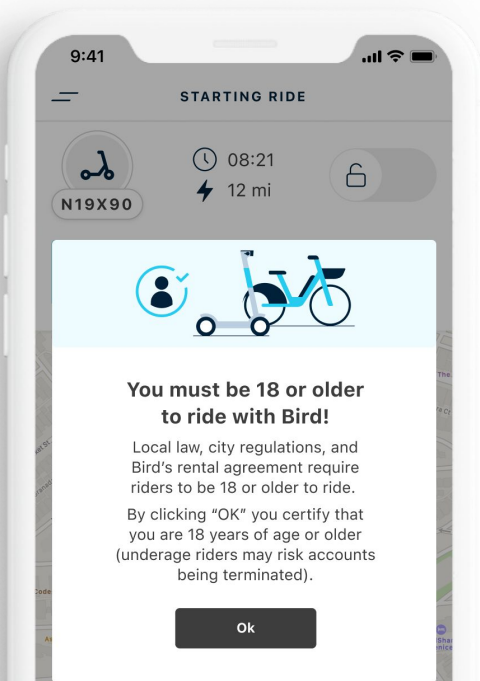
We helped people get all around Appleton, check out this rider map!



2

We also reminded Appleton riders to:

- Stay off sidewalks when riding
- Take scooters to and from local events
- Park properly – do not block sidewalks, ADA ramps, or entrances.
- Join our Community Pricing Program
- Wear a helmet





Globally, we:

- Published an independent **Lifecycle Vehicle Analysis**, confirming the Bird Three has a lifespan of up to 5 years
- Released **Bird VPS**, the world's first scalable, hyper-accurate visual parking system - **powered by Google API**
- Continued the **Roll to the Polls** initiatives, encouraging people to vote with free rides to and from voting locations
- Worked with partners, 3Degrees and Ecocart to **offset our greenhouse gas emissions** from 2021
- Replaced **~2.3 million car trips** = the amount of CO2 sequestered by more than 300K elm trees
- Kicked off an **on-demand accessible mobility program** with Scootaround in select cities
- Launched **Community Ride Grant** programs in more cities around the world
- **Gave gas the Bird** in the U.S., by offering discounted rides, e-bike rebates, and more

City of Appleton
 BIRD E-Scooter Pilot Community Feedback
 Month of November 2022

COMPLAINTS RECEIVED BY CITY

| | APRIL | MAY | JUNE | JULY | AUGUST | SEPT | OCT | NOV | DEC |
|----------------------------|----------|-----------|----------|----------|----------|----------|----------|----------|-----|
| Improper Parking | 2 | 1 | 1 | 0 | 0 | 1 | 2 | 1 | |
| Improper Street Riding | 1 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | |
| Scooters are Unsafe | 2 | 4 | 2 | 3 | 3 | 0 | 0 | 1 | |
| Scooters are Unsightly | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | |
| Sidewalk Riding on College | 3 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Other | 1 | 3 | 2 | 1 | 1 | 2 | 0 | 2 | |
| TOTAL | 9 | 17 | 7 | 6 | 4 | 3 | 2 | 4 | |

REPORTED ACCIDENTS

| | APRIL | MAY | JUNE | JULY | AUGUST | SEPT | OCT | NOV | DEC |
|-----------|-------|-----|------|------|--------|------|-----|-----|-----|
| Accidents | 1 | 3 | 2 | 4 | 3 | 0 | 0 | 0 | |

City of Appleton
 BIRD E-Scooter Pilot Community Feedback
 Month of October, 2021

COMPLAINTS RECEIVED BY CITY

| | MAY | JUNE | JULY | AUGUST | SEPT | OCT | NOV | DEC |
|----------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----|-----|
| Improper Parking | 10 | 2 | 15 | 5 | 3 | 4 | | |
| Improper Street Riding | 1 | 0 | 2 | 2 | 4 | 2 | | |
| Scooters are Unsafe | 1 | 6 | 6 | 1 | 2 | 1 | | |
| Scooters are Unsightly | 1 | 1 | 1 | 0 | 1 | 0 | | |
| Sidewalk Riding on College | 19 | 2 | 2 | 4 | 6 | 5 | | |
| Other | 4 | 4 | 3 | 2 | 2 | 3 | | |
| TOTAL | 36 | 15 | 29 | 14 | 18 | 15 | | |

REPORTED ACCIDENTS

| | MAY | JUNE | JULY | AUGUST | SEPT | OCT | NOV | DEC |
|--------------------|-----|------|------|--------|------|-----|-----|-----|
| Reported Accidents | 0 | 1 | 0 | 0 | 2 | 1 | | |

MEMORANDUM OF UNDERSTANDING

Operation of Bird Rides, Inc. in the City of Appleton

Pursuant to this Memorandum of Understanding (hereinafter the “MOU”) for the operation of Bird Rides, Inc. owned dockless, stand-up electric scooters (hereinafter “electric scooter”) within the City of Appleton, Bird Rides, Inc., incorporated under the laws of California (hereinafter referred to as “Bird”) and the City of Appleton, a municipal corporation (hereinafter referred to as the “City”) (collectively “parties”) hereby agree as follows:

WITNESSETH:

WHEREAS Bird, represented by Caitlin Goodspeed, has previously operated two Bird stand-up electric scooter pilot programs in the City of Appleton. The first began in April 2021 and ended in December 2021; and the second began in February 2022 and ended in December 2022.

WHEREAS the City, whose address is City of Appleton Clerk, 100 North Appleton Street, Appleton, WI 54911-4799, is willing to continue with another Bird stand-up electric scooter agreement with the City of Appleton to continue to evaluate the desire of establishing a regulatory framework for the long-term operation of Bird stand-up electric scooters within the City as well as to better determine the regulatory cost to the City; and

NOW, THEREFORE, in consideration of the above promises and mutual covenants of the parties hereinafter set forth, and the MOU for the operation of Bird stand-up electric scooters, the receipt and sufficiency of which is acknowledged by each party for itself, Bird and the City do agree as follows:

Section 1. DEFINITIONS

- 1.1. “Code” shall mean the Municipal Code of the City of Appleton, Wisconsin.
- 1.2. “Customer” shall mean a person who has downloaded Bird’s app to their smart phone or other device.
- 1.3. “Dockless” shall mean a system of self-service mobility devices made available for shared use to individuals on a short-term basis, which may be rented through 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.
- 1.4. “Electric scooter” shall mean a device weighing less than 100 pounds that has handlebars and an electric motor, is powered solely by the electric motor and human power, and has a maximum speed of not more than 20 miles per hour on a paved level surface when powered solely by the electric motor. Under this MOU, an electric scooter shall be in reference to an electric scooter owned by Bird.

- 1.5. “Equipment” shall mean dockless, stand-up electric scooters.
- 1.6. “Geo-fencing” shall mean the ability of Bird to create no-ride or no-parking zones using GPS to create a digital fence around a designated area, that is marked as a red zone on the Bird app.
- 1.7. “Improperly parked” shall mean electric scooters parked in violation of section 5.5. of this MOU.
- 1.8. “Notice” and “Notification” shall mean notice from the public or notification from the City.
- 1.9. “Preferred parking area” shall mean areas designated in the Bird app as a location where customers may finish their ride and park the Bird electric scooter in order to receive a discount on the customer’s next ride of a Bird electric scooter.
- 1.10. “Unsafe” shall mean any dockless, stand-up electric scooters, that could cause harm or injury to a customer or anyone else within the public right-of-way despite being operated in a reasonable manner.
- 1.11. “Unused electric scooter” shall mean any dockless, stand-up electric scooter parked in one location for more than 7 consecutive days without being used.

Section 2. PURPOSE AND GOALS

- 2.1. It is the purpose of the City to continue a Dockless, Stand-up Electric Scooter Program (hereinafter the “program”) with Bird, to further observe, solicit feedback on, and evaluate the effectiveness of electric scooters in Appleton. In addition, the City shall further track the administrative, educational, and enforcement costs to the City associated with establishing an electric scooter program to more accurately determine the cost of a licensing scheme. There is no guarantee electric scooters will remain in the City after the completion of this program. Upon the conclusion of this program, the City shall take time to evaluate any feedback received, determine whether the following goals have been achieved, and to develop a more long-term licensing plan for the operation of Bird electric scooters, should the City create such a license. Electric scooters may provide many benefits to residents and visitors of Appleton. Electric scooters have the potential to help the City improve outcomes related to equity, congestion mitigation, health, and access to opportunity. The City also realizes the potential for disruption to pedestrian ways and other public rights of way. The parties agree that this program is intended to be fluid and subject to change in order to ensure the success of the program and further agree to work together to ensure the same. Changes to the MOU will comply with section 3.4 below.
- 2.2. The Goals of this program are as follows:

- 2.2.1. Increase transportation options: Electric scooters have the potential to reduce reliance on motor vehicles and ride sharing services for short trips, decreasing congestion and air quality impacts.
- 2.2.2. Expand access to transit: Electric scooters may provide links to public transit, assisting with connectivity and solving the first mile/last-mile problem.
- 2.2.3. Evaluate impacts on access to the public right-of-way: Bird must show a commitment to keeping pedestrian ways, streets, and other public rights-of-way unobstructed by electric scooters for other users. Most importantly, electric scooters must be parked and maintained in a manner that provides clear path for people walking and maintains access to businesses, residential units, and other buildings.
- 2.2.4. Evaluate the costs to the City: The City shall further track the costs of an electric scooter program to the City, including but not limited to costs associated with enforcement activities, administrative, and educational.

Section 3. DURATION

3.1. Term.

The term of this MOU shall be made effective upon signature by the parties and shall remain in effect, unless otherwise terminated, until December 31, 2024.

3.2. Suspension.

The program may be immediately suspended at any point and without cause by either the Director of the City of Appleton Department of Public Works (hereinafter “DPW”) or the Chief of the City of Appleton Police Department (hereinafter “APD”) for the purpose of working through any concerns with Bird.

3.3. Termination.

The MOU may be terminated at any point and without cause by either party upon seven (7) days prior written notice to the other party. The Director of DPW or the Chief of APD may terminate the MOU on behalf of the City.

3.4. Modification.

No term of this MOU may be modified or amended unless such modification or amendment is agreed to in writing and signed by the parties hereto.

Section 4. DUTIES OF BIRD

4.1. Maximum number of scooters and zones of operation.

4.1.1. Bird shall provide a maximum of three hundred-fifty (350) electric scooters within the City throughout the duration of the MOU.

4.1.2. At the commencement of the MOU, no more than two hundred (200) electric scooters shall be initially deployed within the city. The initial distribution of electric scooters in the City shall be as follows: a maximum of one hundred (100) electric scooters shall be deployed within the downtown zone (between Wisconsin Avenue and Calumet Street), a maximum of fifty (50) electric scooters shall be deployed within the northside zone (north of Wisconsin Avenue), and a maximum of fifty (50) electric scooters shall be deployed within the southside zone (south of Calumet Street).

4.1.3. Bird shall deploy electric scooters in groups of no more than ten (10) in any given location to ensure electric scooters are equally distributed around locations within the zones of operation.

4.1.4. A review of the maximum number of electric scooters within the City or within a specific zone may be requested by either party. The parties agree to work together to come to a resolution for the duration of the MOU.

4.2. Local operations.

Bird shall provide name and contact information for representative to the City within thirty (30) days after execution of this agreement.

4.3. Reporting and data sharing.

4.3.1. Aggregate customer demographic data that does not identify individual customers, payment methods, or their individual trip history, gathered by Bird shall be provided to the Director of DPW on at least a monthly basis using anonymized keys.

4.3.2. The following information shall be required on the first of each month throughout the duration of the MOU, or as directed by the Director of DPW:

4.3.2.1. Total downloads, active customers & repeat customer information;

4.3.2.2. List of reported parking complaints including: description, location of incident, description of Bird response, and response time;

4.3.2.3. Incidents of electric scooter theft and vandalism;

4.3.2.4. Electric scooter maintenance reports;

4.3.2.5. Complaints received by Bird;

4.3.2.6. Accident/crash information; and

4.3.2.7. Payment method information.

4.3.3. Customer information shall be made available to APD upon warrant or subpoena or otherwise required by law.

4.4. Submerged electric scooters.

Bird acknowledges that submerged electric scooters in the City waterways may result in the release of hazardous wastes into the environment. Bird also acknowledges that there is a prohibition against discharging hazardous material as set forth in Sec. 6-61(a) of the Code. If a Bird electric scooter is submerged in a City waterway, Bird shall commence removal and site restoration as required in Sec. 6-61(c). If Bird fails to comply with removal, the City may respond, cause removal and require reimbursement pursuant to Sec. 6-61(d) of the Code. The City also retains discretion to issue citations pursuant to Sec. 6-61(g).

4.5. Relocation requests.

Bird shall respond to and relocate improperly parked or unused electric scooters within five (5) hours of notice between 6 a.m. and 10 p.m. Bird shall respond to and relocate improperly parked or unused electric scooters by 8 a.m. for notices received between 10 p.m. and 6 a.m.

4.6. Safety education.

Bird shall provide materials, videos, and signage to promote safe riding and educate riders on rider responsibilities and encourage safe and proper riding and parking as further described within this MOU.

4.7. Operation outside the City of Appleton.

Bird shall be responsible for tracking the location of electric scooters to ensure that electric scooters are not operated outside the City. Upon notification of the operation or placement of an electric scooter outside the City, Bird shall commence relocation of the electric scooter back within City limits.

4.8. Equipment maintenance.

Bird shall regularly inspect and provide necessary maintenance to each electric scooter at least once per month. Upon notification of an unsafe or inoperable electric scooter, Bird shall remove said electric scooter within two (2) hours. Bird acknowledges that the City may impound electric scooters that are deemed unsafe or inoperable and not remedied in accordance with this provision.

4.9. Geo-fencing of downtown bridges.

Bird shall geo-fence all downtown bridges to prevent customers from ending their ride on them in order to increase accessibility for pedestrians. The parties acknowledge that customers may traverse the downtown bridges.

4.10. Preferred parking zones.

Bird agrees to work with the City to create preferred parking zones within the City prior to the deployment of Bird electric scooters. The parties agree that, throughout the duration of the MOU, they will continue to work jointly to adjust the preferred parking zones as necessary.

Section 5. OPERATING REGULATIONS

5.1. Bird shall provide easily visible contact information for Bird's locally based operations manager, including toll-free phone number and e-mail address on each electric scooter for members of the public to make relocation requests or to report other issues with devices.

5.2. Safety requirements.

5.2.1. Each electric scooter shall meet the requirements described in Sections 347.489 (1), 347.489 (2), and 347.489 (3) of the Wisconsin State Statutes.

5.2.2. The maximum motor-assist speed for electric scooters shall be 15 mph except along College Avenue between Drew Street and Richmond Street, where it shall be 12 mph.

5.3. Electric scooter availability and hours of operation.

5.3.1. Bird, through its locally based operations manager, shall redistribute electric scooters to ensure electric scooters are distributed throughout the City. Bird agrees to work with the Director of DPW, or designee, in order to determine the safest and most efficient distribution of electric scooters throughout the City for the duration of the MOU. The parties acknowledge that Bird may utilize independent business logistics providers to facilitate local operations. Bird's use of these logistics providers does not constitute

a transfer or assignment of this MOU, and Bird remains responsible for all obligations and requirements under this MOU.

5.3.2. Hours of operation.

Electric scooters shall be made available to rent twenty-four (24) hours per day, under appropriate environmental circumstances.

5.3.3. Winter operation.

Bird shall begin to remove electric scooters from use upon the onset of snow accumulation within the City, or as directed by Director of DPW, or designee.

5.4. Proper electric scooter use.

5.4.1. Electric scooters shall be operated and regulated in the same manner as bicycles and may be operated on roadways, sidewalks, bike lanes, and bike paths, unless otherwise stated in State or City regulations.

5.4.2. Electric scooters may not be operated on the sidewalks on College Avenue between Drew Street and Badger Avenue.

5.4.3. Electric scooters shall be operated on the right of street lanes and offer the right-of-way to bicycles in bike lanes and on bike paths.

5.4.4. Electric scooters shall not be operated by individuals under the age of 18.

5.4.5. Electric scooters shall not be operated within City-owned parking ramps.

5.5. Proper electric scooter parking.

5.5.1. Bird shall provide instructions for properly parking electric scooters to customers in easily understandable formats through multiple media types.

5.5.2. Bird shall keep the sidewalk free from obstructions to pedestrians by requiring customers to park electric scooters such that a walk space not less than five (5) feet wide shall at all times be kept open for pedestrians and shall not be parked on the main traveled portion of the sidewalk or against or adjacent to windows.

5.5.3. Electric scooters shall not be parked on a sidewalk having a width of less than five and one-half (5 ½) feet.

5.5.4. Electric scooters shall not be parked at the intersection of two or more streets between the points of curvature, measured along the curb.

- 5.5.5. On roadways without sidewalks, electric scooters may be parked in the roadway if the right-of-way and the pedestrian way are not obstructed.
- 5.5.6. Electric scooters shall not be parked on private property without the express consent of the owner.
- 5.5.7. Electric scooters shall not be parked within, or obstruct access to, parking spaces; parklets; transit stops, including bus stops, streetcar stops, shelters, and passenger waiting areas; entryways; driveways; or crosswalks.
- 5.5.8. All electric scooters shall be parked in an upright position with two (2) wheels making a point of contact with the ground and in such a manner as to not constitute a hazard to pedestrians, traffic, or property.
- 5.5.9. Electric scooters shall not be parked on all downtown bridges within the City of Appleton. Bird agrees to further assist with this prohibition as stated in Section 4.9 of this MOU.

Section 6. INSURANCE REQUIREMENTS

Bird shall comply with the requirements contained within the attached Insurance Requirements – Bird Program.

Section 7. INDEMNIFICATION

Notwithstanding any references to the contrary in the application documents, Bird assumes full liability for all of its acts in the performance of this MOU. Bird will save and indemnify and keep harmless the City against all liabilities, judgments, costs and expenses which may be claimed by a third party against the City in consequence of allowing Bird to participate in this program, or which may result from the negligence or misconduct of Bird, or its agents, employees, customers or users, except to the extent arising out of or resulting from the City's sole negligence or willful misconduct. If judgment is recovered, whether in suits of law or in equity, against the City by reason of the negligence or misconduct of Bird, or its agents, employees, customers or users participating in this program, or utilizing Bird's equipment, Bird assumes full liability for such judgments not only as to the amount of damages, but also for the cost, attorney fees, or other expenses resulting there from. The City may tender the defense of any claim or action at law or in equity to Bird or its insurer, and upon such tender it shall be the duty of Bird or its insurer to defend such claim or action without cost or expense to the City or its officers, council members, agents, employees or authorized volunteers. Bird shall be entitled to have control over the defense and settlement of tendered lawsuits, including the selection of counsel; provided Bird may not settle any lawsuit on behalf of the City without the City's written consent that either (1) requires the City to admit liability, or (2) exceeds the limits of Bird's insurance policies. City shall cooperate in all reasonable respects with Bird and its attorneys in the defense or settlement of such lawsuit; provided, that the City shall be entitled to reasonably participate in the defense of such lawsuit and to employ its own counsel at its own expense to assist in the handling of such lawsuit.

Section 8. MISCELLANEOUS

8.1. Assignment.

Neither party shall assign nor transfer any interest or obligation in this Agreement, whether by assignment or novation, without the prior written consent of the other party.

8.2. Notices, Records, Invoices, Billings and Reports.

8.2.1. All notices required to be sent by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, with sufficient first-class postage attached and addressed as follows, which shall be directly sent to the persons stipulated herein:

For the City:

Director of Appleton Department of Public Works
City of Appleton
100 North Appleton Street
Appleton, WI 54911-4799

For Bird:

8605 Santa Monica Blvd. #20388
West Hollywood, CA 90069

8.2.2. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time if not explicitly set forth within this MOU.

8.3. Payment.

Bird agrees to pay to the City \$0.10 per ride in order to recoup administrative, educational, and enforcement expenses incurred by the City. Payment shall be made on a monthly basis and shall be made payable to City of Appleton – Finance Department.

8.4. No Waiver.

No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the City or County shall operate as a waiver hereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. A waiver of any covenant, term or condition contained herein

shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

8.5. Construction of Agreement.

8.4.1. This Agreement is intended to be solely between the parties hereto. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employee of either of the parties.

8.4.2. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

8.4.3. The entire Agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

8.5.4. If any provision of this Agreement is determined by a court of record to be void or unenforceable, all remaining provisions shall continue to be valid and enforceable.

8.6. Public Records.

Bird understands that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this program are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. sec.* Bird 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 Bird must defend and hold the City harmless from liability to its fault under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years. This provision shall survive termination of this MOU and the program itself.

IN WITNESS WHEREOF, the parties have executed this Agreement and its Schedules as of the day and date set forth above by their duly authorized officers.

BIRD RIDES, INC.

By: _____
Printed Name: _____
Date: _____

By: _____
Printed Name: _____
Date: _____

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

CITY OF APPLETON

By: _____

Jacob A. Woodford, Mayor

Date: _____

By: _____

Kami Lynch, City Clerk

Date: _____

Approved as to form:

Christopher R. Behrens, City Attorney

CityLaw A21-0079



DEPARTMENT OF PUBLIC WORKS

100 North Appleton Street

Appleton, WI 54911

TEL (920) 832-6474

FAX (920) 832-6489

MEMO

To: Municipal Services Committee
From: Danielle Block, P.E. Director of Public Works
Date: February 15, 2023
Re: Status Update – College Avenue Lane Reconfiguration

Process Timeline Update

To clarify the events leading up to our current discussion of the College Avenue Lane reconfiguration, here is a summary of milestones to date:

- 2020 - 2022 – community feedback, interdepartmental and citizen concerns regarding the existing operational conditions along College Avenue.
- Spring/Summer 2022 – interdepartmental meetings to discuss ideas, concepts and efforts to improve traffic safety and noise along the College Avenue corridor.
- August 2022 - \$130,000 in 2021 Excess General Fund Balance was designated by the Finance Committee and Council to be utilized for College Avenue Traffic Safety – appropriated funds for the Traffic Section of DPW, in partnership with Community and Economic Development, Police and Appleton Downtown, Inc. to plan, design and pilot/implement interventions aimed at improving the safety and multi-modal functionality of College Avenue.
- Fall 2022 – City staff began working on the concepts.
- December 2022 – Internal concept stakeholder review meeting to gather feedback on the College Avenue Lane Reconfiguration proposal.
- January 2023 – Presentation to Municipal Services Committee as an informational item regarding the concept.
- February 2023 – Continued discussion regarding the concept as an informational item.

Moving forward, staff will approach the continued discussion and outreach of the concept as follows:

- **March 2023 – Action Item – Per committee’s request, Municipal Services Committee to consider approval of the College Avenue Lane Reconfiguration project. If approved, consideration by Council.**
- End of March 2023 – If project concept is approved, DPW will send the project out for public bidding.
- April 2023 – Staff will review bids and prepare recommendation to award.
- **April/May 2023 – Municipal Services Committee to Consider approval of the contract award to restripe College Avenue. If approved, consideration by Council.**
- June/Summer 2023 – Project start date is dependent upon contractor availability and weather. It is anticipated the total construction time would be approximately 2-weeks.
- Late Summer through December 2023 – Signal improvements/modifications.
- Late Summer and beyond – additional data collection and traffic monitoring. Reporting and status updates to Municipal Services Committee.

Project Proposal Update

Staff is recommending the College Avenue Lane Reconfiguration Project be proposed as a **pilot** project. This recommendation comes following consideration of business and community feedback. The design elements of the project proposal remain unchanged, the pilot parameters include the following:

Pilot project with a duration of 18 months. Assuming construction completion and signal timing modifications are completed by late fall of 2023, the pilot project would be evaluated in spring of 2025.

The following metrics may be used to determine the success of the project:

- Quantitative Data:
 - Traffic Counts
 - Bike/Pedestrian/Scooter Counts
 - Crashes
 - Vehicle Speeds
 - Total Roadway Closures due to Aggressive Driving
 - Parking Meter Revenue along College Avenue
- Qualitative Data:
 - Business/Community Member Feedback
 - APD/AFD Feedback

Education & Marketing

As part of our stakeholder engagement, feedback indicates a focus on education and marketing related to the proposal is desired. If the project proposal is approved, staff will continue to provide updated materials on the project strategy, marketing, construction staging and timing.