



City Council Memorandum

To: Mayor Fasbender and City Council
From: John Hinzman, Community Development Director
Date: February 22, 2022
Item: Authorize Signature: Micromobility Operations License Agreement - Bird Rides

Council Action Requested:

Authorize signature of the attached Micromobility Operations License Agreement between the City of Hastings and Bird Rides, Inc. to operate a motorized e-scooter service within the City's right-of-way until December 31, 2022

Background Information:

On February 7, 2022 the City Council amended City Code Chapter 70.09 establishing regulations for the operations of Micromobility Vehicles (bicycles, electric assisted bicycles, and motorized foot scooters). The Ordinance established fees and parameters for operation of micromobility vehicles and established a licensing requirement and fees for those seeking operation of rental services within the public right-of-way.

Proposal:

Bird Rides proposes to operate a rental service consisting of up to 100 motorized e-scooters. Vehicles would be located in various places areas throughout the City. Users would locate and rent vehicles through the Bird app downloaded on their smartphones. Rental includes signature of a user operations agreement and verification of age (18+). Upon the conclusion of a ride users are required to snap a photo showing the location of the vehicle to ensure it is property parked and does not impede right-of-way access. Bird would hire a local fleet manager who is responsible for managing the fleet including charging, repairs, and various performance tasks. All vehicles would be tracked by GPS and incorporate technology prohibiting operation in restricted areas including downtown sidewalks. Please see the attached summary of operations submitted by Bird for further information.

Financial Impact:

Bird would pay \$5,500 in annual fees (\$500 license + \$50 per 100 scooters). Operation of scooter rental could enhance downtown visits and increase commerce.

Advisory Commission Discussion:

N/A

Attachments:

- Bird Summary of Operations
- Micromobility Operations License Agreement



Hello, Hastings



Our Why:

Improve our communities and the lives of those around us.



What is Bird?

A micromobility company with a focus in shared electric vehicles.

BIRD



Bird's Story

Founded in 2017, Bird saw instant success as a pioneer in the space.

Today....

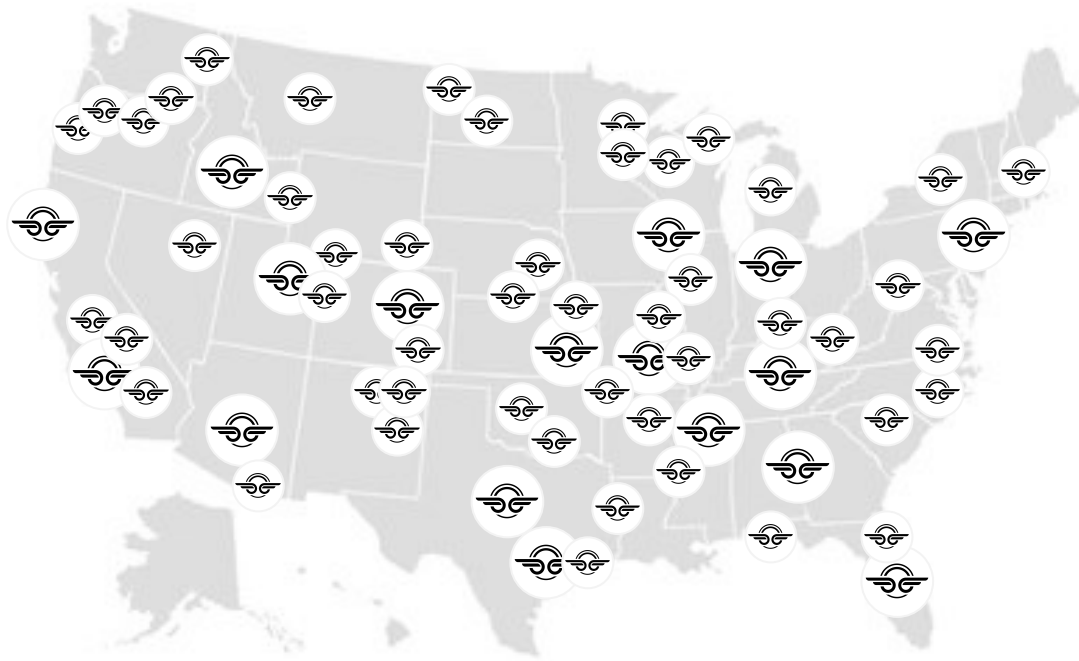
5 Continents. **25** Countries.
375 Cities. **100M+** Rides.

Most-trusted micromobility provider in the world.

BIRD



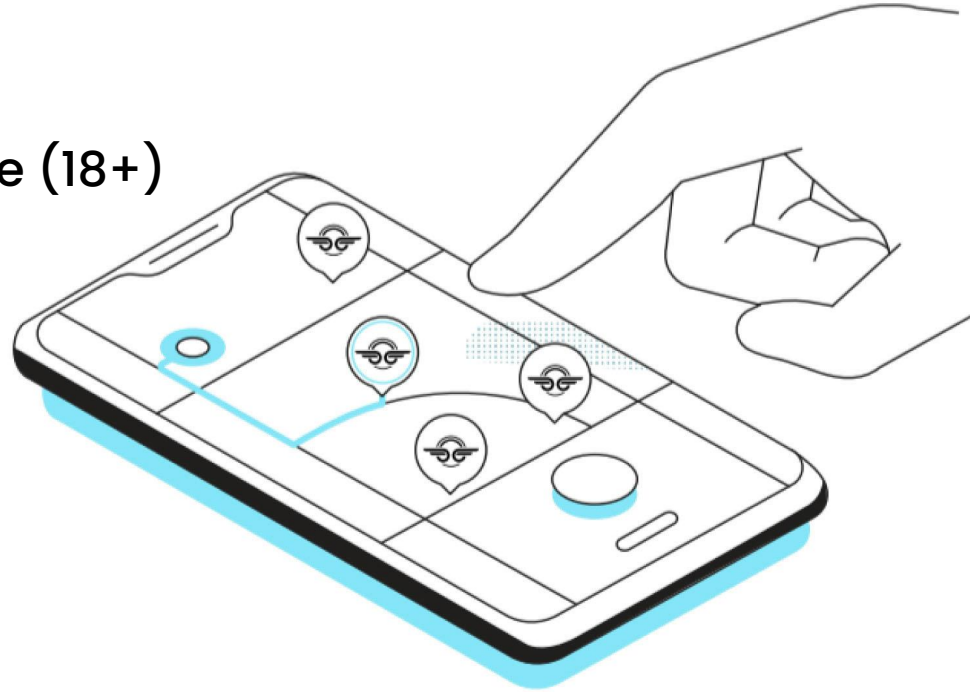
Cities Big and Small



City	Population
New Ulm, MN	13,200
Marshall, MN	13,600
Albert Lea, MN	17,700
Fort Dodge, IA	24,200
Ottumwa, IA,	24,600
Mason City, IA	27,200
Kearney, NE	33,500
Waterloo, IA	67,300
Duluth, MN	85,900
Green Bay, WI	104,600

How it works

1. Download the Bird app
2. Sign user agreement & verify age (18+)
3. Add payment
4. Complete educational tutorials
5. Enjoy the ride!



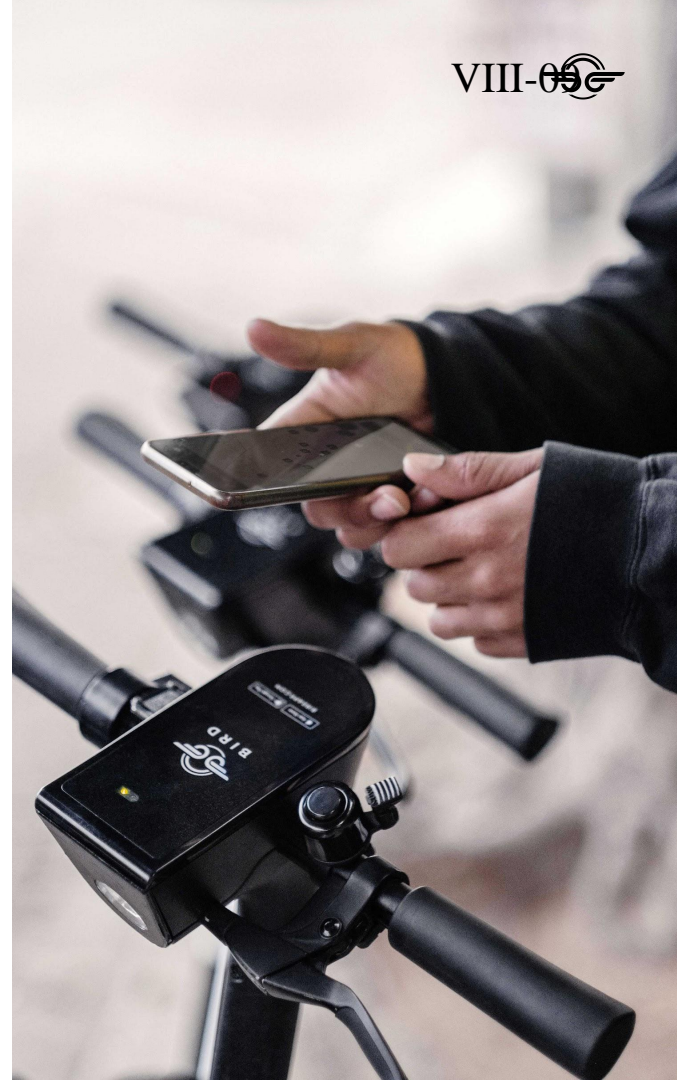
Pricing

Standard Pricing

\$1+ a per minute fee. Averaging ~\$7 a ride.

Equitable Pricing Options

Discounts available to those in government assistance programs, veterans, senior citizens, healthcare workers, students with pell grants, etc.



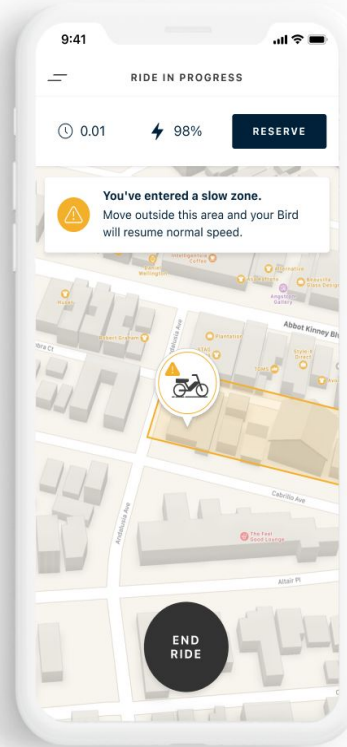
Geo-Zone Technology

All vehicles are tracked with GPS.

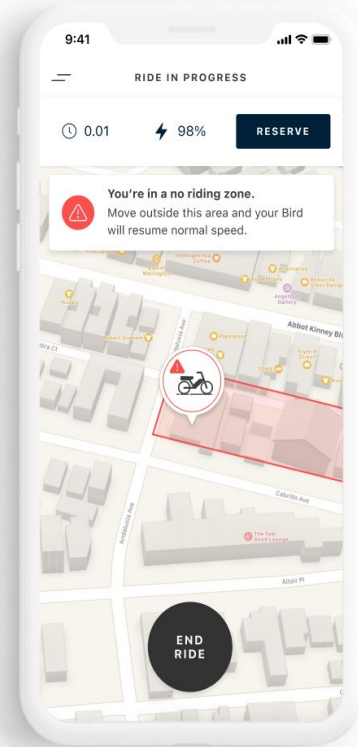
When riders enter a designated geo-zone, vehicles follow set rules.

Vehicles will slow down or stop, and riders are notified by a vehicle sound and an in-app notification.

Slow Zone



No-Ride Zone



Focus on Reducing Clutter

Bird's future relies on properly integrating dockless micromobility into our communities



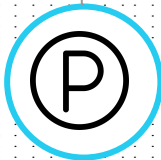
Educate Riders



Nudge Desired Behaviors



Local Presence



Make Space



Leverage Data

Bird's Hyper-localized Network

Local Market Operations

General Manager

Oversees local market operations, deployment, and regulatory compliance

Engagement Manager

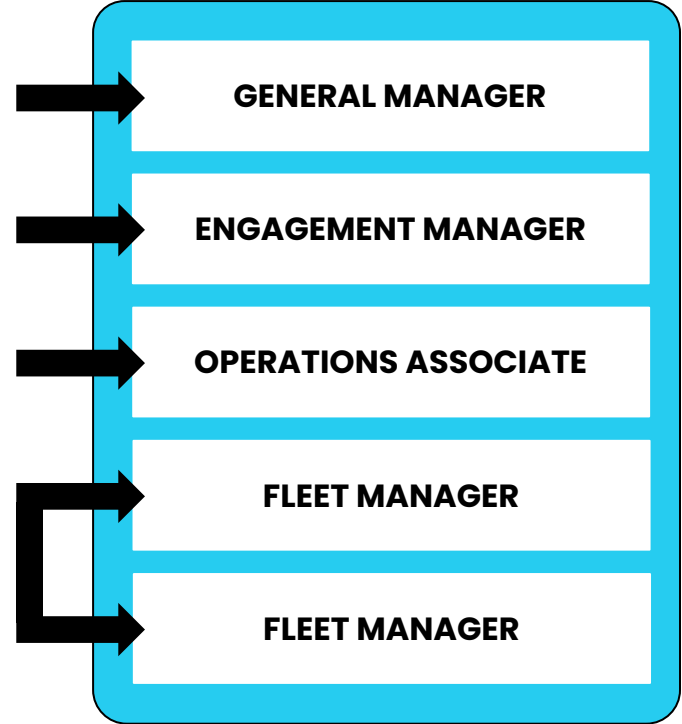
Oversees fleet operators, maintains KPI health of partners

Operations Associate

Oversees operational processes to maximize compliance and efficiency

Fleet Managers

Deploy, rebalance, clean, maintain vehicles, and provide on-the-ground support



Local Run Operations

Our Fleet Managers are local contract workers responsible for managing a fleet including charging, repairs, and various performance tasks.

Local Touch:

- ✓ Deep community ties, and local knowledge
- ✓ Fast issue resolution
- ✓ Economic Opportunity
- ✓ Aligned incentives

Back by the Industry Leader:

- ✓ World-class technology & compliance tools
- ✓ Operational know-how
- ✓ Industry's Safest Vehicles



Being a fleet manager has enabled me to take care of my family, and provide employment opportunities in a time where we all need help.

- Chris, Atlanta, GA.

Proposal

- ✓ **No Investment Required**
- ✓ **Dedicated Account Manager**
- ✓ **Data Dashboard**
- ✓ **# of Vehicles:** 50-75
- ✓ **Launch Date:** April/May (weather dependent)
- ✓ **Approval Documentation:** License Agreement





Thank You



MICROMOBILITY OPERATIONS LICENSE AGREEMENT

This License Agreement (“License”) is made on this _____ day of _____, 2022, by and between the City of Hastings, a Minnesota municipal corporation, 101 East 4th Street, Hastings, MN 55033 (“the City”), and Bird Rides, Inc., a corporation organized and existing under the laws of the State of Delaware, 406 Broadway, #369, Santa Monica, CA 90401 (“Licensee”).

RECITALS

- A. WHEREAS, the City has adopted an ordinance to facilitate and regulate micromobility sharing operations from the City’s Right-of-Way (the “Ordinance”); and
- B. WHEREAS, the City controls certain public rights of way and recreational trails located within its municipal boundaries (the “City Right-of-Way”); and
- C. WHEREAS, Licensee owns a fleet of commercial, Micromobility Vehicles intended or equipped for shared use by paying consumers from right-of-way locations in the City; and
- D. WHEREAS, Licensee’s vehicles are Micromobility Vehicles as defined by the Ordinance; and
- E. WHEREAS, Licensee’s operation requires use of City Right-of-Way to facilitate the stationing and parking of Licensee’s Fleet within the City, and it is considered a Micromobility Sharing Service under the Ordinance (“Licensee’s Operation”); and
- F. WHEREAS, this Agreement is intended to outline the terms and conditions under which Licensee will be allowed to utilize the City Right-of-Way during the term of this Agreement.

LICENSE

1. INCORPORATION OF RECITALS

The recitals set forth above are hereby referred to and incorporated herein and made part of this License.

2. DEFINITIONS

- a. Fleet Vehicle means a Micromobility Vehicle that is used by Licensee as part of Licensee’s Micromobility Sharing Service.
- b. Furnishing Zone means the section of the sidewalk between the curb and the sidewalk clear zone in which street furnishings and amenities, such as lighting, benches, newspaper kiosks, utility poles, tree pits, and bicycle parking are provided.

- c. Sidewalk Clear Zone means the accessible, primary pedestrian thoroughfare that runs parallel to the street. The clear zone ensures that pedestrians have a safe, obstruction-free thoroughfare.

3. LICENSE TERM

City grants a license to Licensee to utilize a portion of the Right of Way, for a term commencing February 22, 2022, and terminating on December 31, 2022, in accordance with the provisions set forth herein.

4. TERMS AND CONDITIONS FOR USE OF CITY RIGHT-OF-WAY

Licensee agrees that it will implement Licensee's Operation in accordance with the following terms and conditions:

a. Fleet size and type

- (1) Licensee shall deploy and maintain in service a level of Micromobility Vehicles sufficient to satisfy the demand of the City's residents and visitors.
- (2) A maximum total of 100 Micromobility Vehicles will be authorized by the City under the Ordinance among all licensees. If more than one license is issued by the City, then each permitted licensee shall be limited to an equal number of Micromobility Vehicles to achieve the maximum total number allowed.
- (3) Notwithstanding Sections 4.a.(2), the City reserves the right to unilaterally limit or reduce the maximum number of Micromobility Vehicles in Licensee's Fleet allowed under the Ordinance and this Agreement. The City will notify Licensee of any increases or decreases applicable to Licensee's Fleet under this section by sending written or emailed notice. Such increases or decreases shall not require an amendment to this Agreement.
- (4) Licensee shall distribute its Fleet throughout the City in a manner that accounts for citizen demand, City request, and is consistent with the parking requirements of Section 4.c. herein. Licensee shall not deploy Micromobility Vehicles at inappropriate densities and shall monitor its Fleet density at least once every day and relocate vehicles as needed to comply with these density requirements. The City in, its sole discretion, may require Licensee to rebalance the distribution of Fleet Vehicles in specified areas of the city if deemed too dense or too sparse. Licensee shall comply with all such requests within 24 hours of receiving notice from the City.

b. Fleet Scooter equipment, maintenance, and safety requirements

- (1) Each vehicle in Licensee's Fleet must visibly display Licensee's logo or business name and shall have a unique identifier clearly displayed on each device for the purposes of conveying or documenting parking or safety complaints, and for auditing the quantity and type of devices in Licensee's Fleet.
- (2) Licensee shall provide a comprehensive inventory of Licensee's Fleet, including model, type, and unique identifier to the City. Such inventory shall be proactively updated by the Licensee within five (5) business days, if or when vehicles are added or removed from Licensee's Fleet.
- (3) All vehicles in Licensee's Fleet shall be equipped with both a locking mechanism to prevent theft and an operable mechanism to provide real-time location when a device is parked.
- (4) Licensee shall proactively remove any and all inoperable or unsafe vehicles from Licensee's Fleet within 12 hours of the initial onset of such condition.
- (5) Licensee agrees that it will provide all users of Licensee's Fleet with a summary of instructions and laws regarding motorized foot scooter riding, parking, and operations including those set forth in Minnesota State Statute 169.225, and any other law or regulatory provision applicable to the operation or parking of Micromobility Vehicles.
- (6) Licensee agrees that it will either require or recommend the use of helmets to all users of Licensee's Fleet in accordance with Minnesota State Statute 169.225, and any other law or regulatory provision applicable to the operation of Micromobility Vehicles.
- (7) Licensee will keep and maintain a comprehensive and complete record of all Micromobility Vehicle collision reports received by Licensee or its contractor(s) during the term of this Agreement. The record shall include day, time and location. A copy of such record shall be provided to the City within two (2) business days of a written or emailed request.

c. Fleet Scooter Parking

All devices in Licensee's Fleet shall comply with the following parking rules and restrictions when located in the City Right-of-Way:

- (1) Fleet Vehicles must be parked upright and stabilized when not in use.
- (2) Sidewalk parking shall be limited to areas within the Furnishing Zone, outside the pedestrian path of travel.

- (3) Fleet Vehicles must not be parked in any location or manner that will impede normal and reasonable pedestrian traffic or access to:
- (a) Pedestrian ramps
 - (b) Building/property entrances
 - (c) Driveways
 - (d) Loading zones
 - (e) Disability parking and transfer zones
 - (f) Transit stops
 - (g) Crosswalks
 - (h) Parklets
 - (i) Street/sidewalk cafes
 - (j) Other street furnishings (benches, parking meters, etc.)
 - (k) Underground utility, sewer, or water facilities
 - (l) Sidewalk Clear Zones
- (4) Fleet Vehicles shall not be parked in landscaped areas, traffic islands, in the street, in a manner that obstructs the sightlines of any intersection, or in any place where they could pose a safety hazard.
- (5) The City reserves the right to mandate geofencing specifications to Licensee's Fleet in order to prohibit parking/locking Fleet Vehicles in specified areas, or to direct users to specified designated parking areas. Licensee shall comply with any and all geofencing requirements within 5 business days of a written or emailed request made by the City. The cost of installing and maintaining geofencing equipment or facilities shall be borne by Licensee.
- (6) Licensee will be solely responsible for informing its customers as to parking a Fleet Vehicle properly.
- (7) Licensee will undertake proactive, reasonable measures to prevent and deter improper parking or dumping of Fleet Vehicles on private property or other public property not owned or controlled by the City.

d. Fleet Vehicle Parking Complaints/Enforcement

- (1) Licensee must provide the City with an up-to-date, direct, local contact for Licensee's Operation, as well as an emergency, after-hours contact.
- (2) Except where the public's safety and welfare will be unduly compromised, Fleet Vehicle complaints received by the City shall be referred to Licensee, and Licensee or Licensee's authorized representative shall address/respond to all complaints within 24 hours by re-parking or relocating its noncompliant Fleet Vehicles.

- (3) Licensee shall be solely responsible for monitoring Fleet Vehicle parking or dumping on private property, or other public property not owned or controlled by the City, but the City may impound illegally parked Fleet Vehicles in accordance with City ordinances.
 - (4) Licensee will be solely responsible to third parties for addressing unauthorized Fleet Vehicles dumped or left unattended on private property, or on other public property not owned or controlled by the City.
 - (5) A per occurrence impoundment fee will be applied to any and all devices owned or controlled by Licensee as identified in the City's fee schedule.
 - (6) Any failure by the City to act on the provisions of this section shall not relieve Licensee of any other duty or penalty at equity or law.
- e. Data Collection/Sharing. Licensee agrees that it will provide any and all user or customer data in Licensee's possession that is directly or indirectly related to active investigations into third party criminal behavior or claims of civil liability against the City by persons using or riding a Fleet Vehicle. Notwithstanding any other provision or state law to the contrary, this section shall be deemed to include personally identifiable customer data.

5. RESCISSION, REVOCATION, OR OTHER PENALTIES

- a. The City may rescind, revoke, suspend or modify this License after sending written notice to Licensee, in order to protect the public health, safety and welfare of the public or if Licensee violates any terms and conditions of City Code Section 70.09 or this License Agreement.
- b. If the City determines, in its sole discretion, that the public's safety and welfare will be unduly compromised by the passage of time, the City may take action to remedy any violation or respond to any complaint at Licensee's expense. If the City incurs any costs or damages arising out of such action, Licensee shall reimburse the City for such costs within 30 days of receiving written or emailed notice.
- c. The City may limit the number of Fleet Vehicles allowed under this Agreement if it determines that the number of Fleet Vehicle parking violations, third party complaints, or Licensee's response to such violations or complaints are unacceptable or detrimental to public safety, or otherwise create or contribute to a nuisance condition.
- d. The City may impound any and all Fleet Vehicles found by the City to be in violation of applicable laws or the terms of this License Agreement. Seizure and impoundment of Fleet Vehicles may be exercised by the City with or without prior notice to Licensee.

6. INDEMNIFICATION

Licensee shall indemnify and hold the City, the City's public officials, employees and agents harmless from and against any and all liability, claims, demands, actions, and causes of action, including expenses and reasonable attorneys' fees, for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, Licensee's use of City Right-of-Way, except the liability for personal injuries, property damages, or loss of life or property caused solely by the negligence of the City. The indemnification provisions of this Agreement shall survive expiration, suspension, revocation and any other termination of this License.

7. ASSIGNMENT OF RIGHTS

Licensee shall not sell or assign its rights pursuant to this License or permit the use of Licensee's Fleet or any part thereof by any other entity without the express prior written consent of the City. Any unauthorized action in violation of this provision shall be void and shall terminate Licensee's rights pursuant to this License.

8. INSURANCE

Licensee must at all times maintain commercial liability insurance covering the Licensee's Property with minimum policy limits for bodily injury or death of not less than \$1,500,000 per occurrence and \$1,500,000 annual aggregate. Proof of the required liability insurance shall be in the form of a certificate of insurance or some other form acceptable to the City Attorney and City Clerk. All liability insurance policies required herein shall name the City as any additional insured and shall provide that there shall be no cancellation of the policy for any cause, by the insured or by the insurance company, without first giving 10-days' written notice to the city, addressed to the City Clerk.

9. CITY CODE COMPLIANCE

Licensee hereby agrees to comply with all terms and conditions of City Code Section 70.09 regarding Micromobility vehicles whether or not such terms are included in this License Agreement.

[remainder of page intentionally left blank]

CITY

By: _____
Mary Fasbender, Mayor

By: _____
Kelly Murtaugh, City Clerk

LICENSEE

By: _____

Name:

Its: