



City Council Memorandum

To: Mayor Fasbender and City Council
From: John Hinzman, Community Development Director
Date: January 3, 2023
Item: Approve Micromobility Licenses: Bird Rides and Spin

Council Action Requested:

Authorize signature of the attached Micromobility Licenses:

- 1) Bird Rides - 100 motorized foot scooters
- 2) Spin - 100 motorized foot scooters

Both licenses authorize the operation of 100 scooters each from March 1, 2023 to December 31, 2023. A simple majority is necessary for action.

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.

History:

The City Council issued a similar license to Bird Rides in 2022 for the operation of up to 100 scooters. Bird deployed around 50 scooters and was in operation for a couple of months before losing their local fleet manager and ceasing operation for the year. Spin has not previously applied for a license.

Operation:

The operations of Bird Rides and Spin are very similar. Vehicles would be located in various places areas throughout the City. Users would locate and rent vehicles through an 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 properly parked and does not impede right-of-way access. All vehicles would be tracked by GPS and incorporate technology prohibiting operation in restricted areas including downtown sidewalks. A local fleet manager who is responsible for managing the fleet including charging, repairs, and various performance tasks would be hired; Bird would contract with a local individual to provide service, while Spin would deploy an employee to provide service. Please see the attached summary of operations submitted by Bird and Spin for further information.

Financial Impact:

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

Comments for Hastings Police Department:

Chief Wilske has provided the following observations of 2022's scooter rental program

- Observed several issues early on with the scooters being 'staged' on sidewalks that blocked both the sidewalk and ADA compliance. The staging included 2-4 scooters in a row. I contacted the manager and this appeared to have resolved the issue for future staging
- HPD observed a number of violations that included: riding on sidewalks around town and especially in the historic part of our community; riding more than one on a single scooter; what appeared to be juveniles riding scooters; high rates of speed in areas with heavier pedestrian concentrations. I know that I personally attempted to address this issue with a few riders, but the mobility and agility of these modes of transportation made it nearly impossible to stop the offenders
- Officers reported scooters left in roadways, blocking sidewalks, left in waterways. We fielded a few complaints from homeowners that scooters were on their property to keep them off of the sidewalks and they were frustrated with this arrangement
- The geo fencing for downtown events did not seem to work. Officers reported the geo fence should always be up for the historic portion of town
- Overall, my personal take is they made the city look 'unkept'. They were strewn around and it looked like a littering issue.

Analysis:

- Demand appeared to be strong for scooter rental during the few months of operation in 2022; will the level of demand continue?
- Is there a demand for 200 scooters in Hastings? Will this result in more unused scooters?
- Could each scooter company operate with fewer rentals?
- Should additional requirements be established for abandoned scooters to ensure prompt response to complaints?
- City received some complaints on operation with most being resolved with the local scooter contact.
- Need to better control prohibition of scooter rentals via geofencing.

Recommendation

Approval of license applications for Bird Rides and Spin is recommended at 100 scooters each. The City reserves the right to unilaterally limit or reduce the maximum number of Micromobility Vehicles (scooters) per the agreement and may bring forward an amendment limiting the number of scooters if it becomes problematic.

Advisory Commission Discussion:

N/A

Attachments:

- Micromobility Operations License Agreement - Bird
- Bird Summary of Operations
- Micromobility Operations License Agreement - Spin
- Spin Summary of Operations

MICROMOBILITY OPERATIONS LICENSE AGREEMENT

This License Agreement (“License”) is made on this _____ day of _____, 2023, 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 March 1, 2023, and terminating on December 31, 2023, 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 is authorized under this Agreement. 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.

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CITY

By: _____
Mary Fasbender, Mayor

By: _____
Kelly Murtaugh, City Clerk

LICENSEE

By: _____

Name:

Its:



X-C-01(a,b)

Hello, Hastings

2021



Our Why:

Improve our communities and the lives of those around us.



X-C-01(a,b)

What is Bird?

A micromobility company with a focus in shared electric vehicles.

BIRD



X-C-01(a,b)



Bird's Story

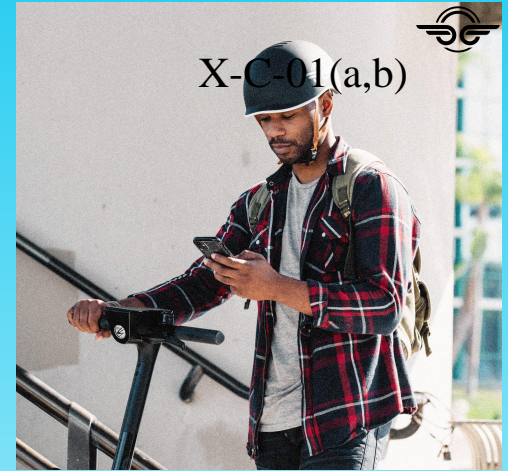
Founded in 2017, Bird saw instant success as a pioneer in the space.

Today....

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

Most-trusted micromobility provider in the world.

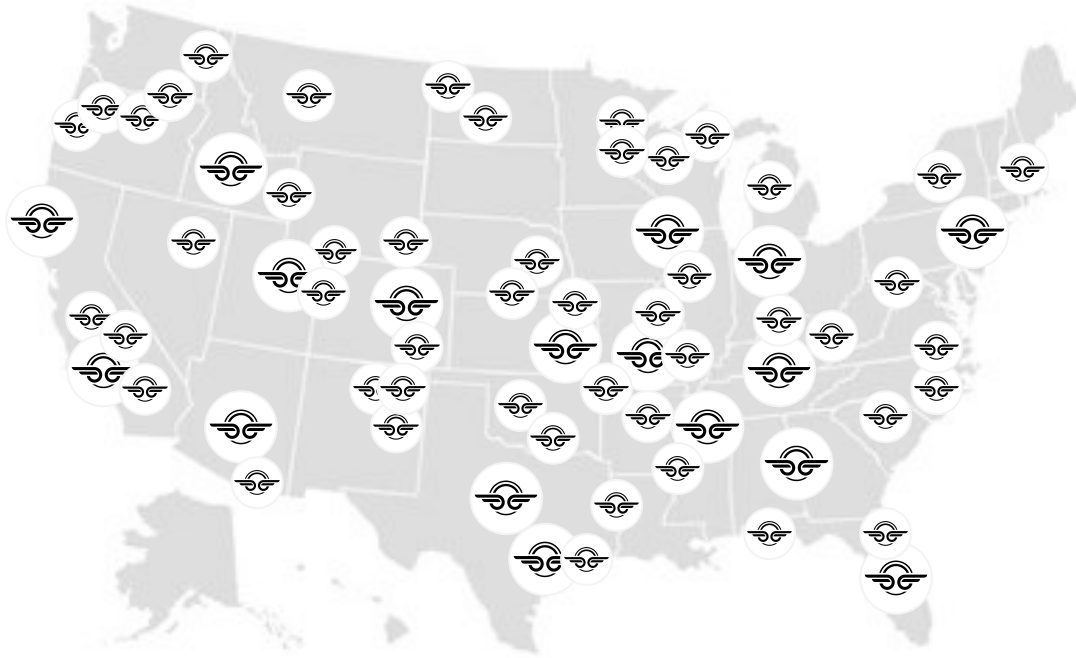
BIRD



Cities Big and Small



X-C-01(a,b)



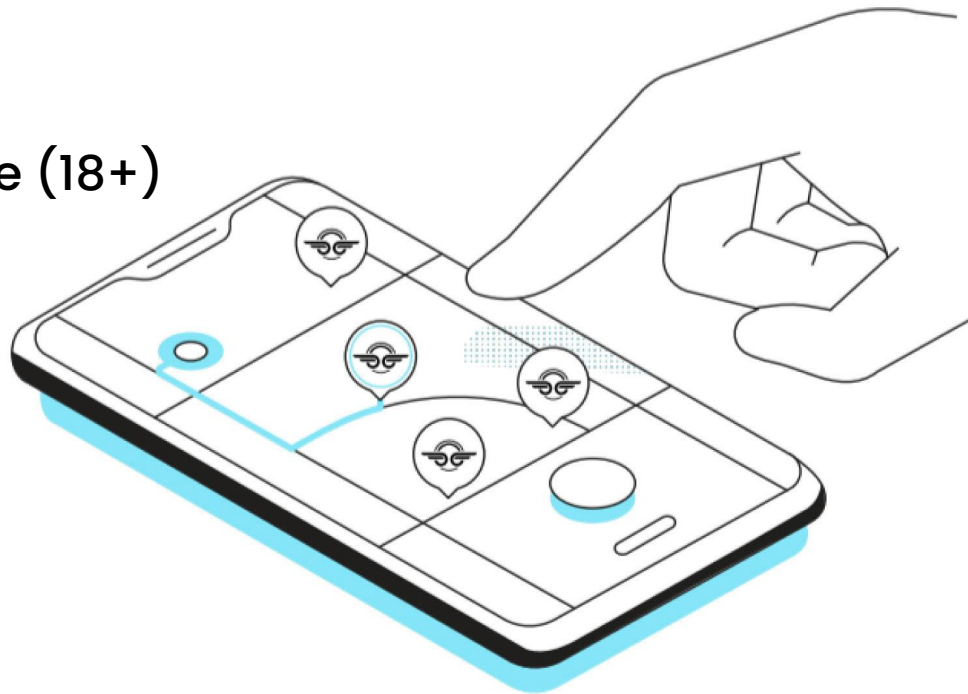
City	Population
New Ulm, MN	13,200
Marshall, MN	13,600
Albert Lea, MN	17,700
Fort Dodge, IA	24,200
Ottumwa, IA,	24,600
Mason City, IA	27,200
Kearney, NE	33,500
Waterloo, IA	67,300
Duluth, MN	85,900
Green Bay, WI	104,600



X-C-01(a,b)

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

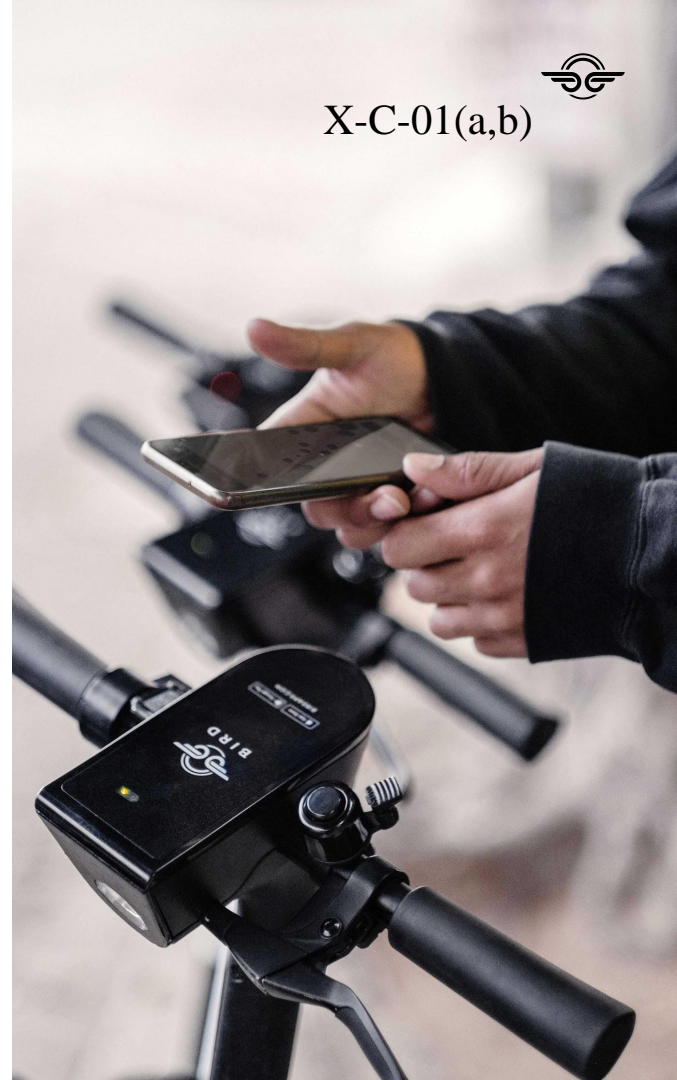
\$1+ a per minute fee. Averaging ~\$7 a ride.

Equitable Pricing Options

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

BIRD

X-C-01(a,b) 



Geo-Zone Technology

All vehicles are tracked with GPS.

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

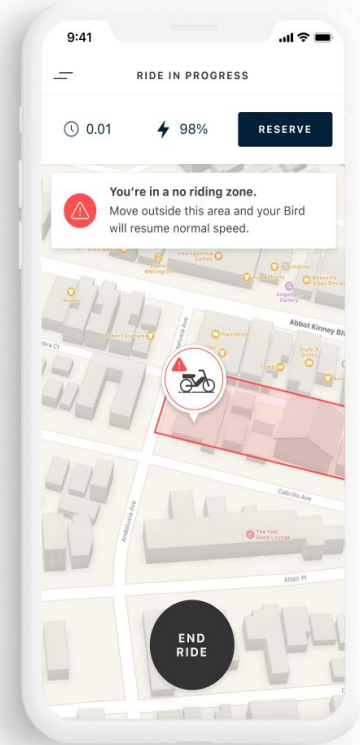
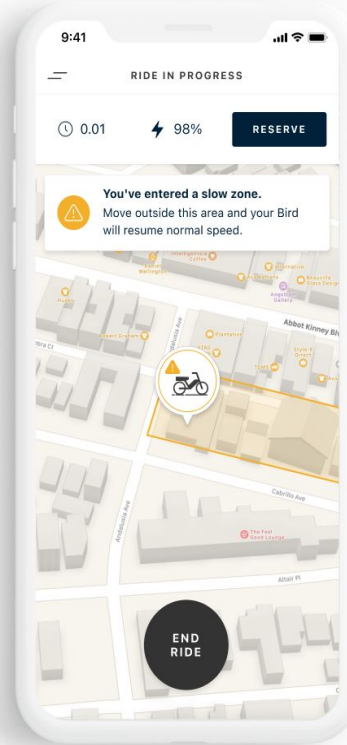
Vehicles will slow down or stop, and riders are notified by a vehicle sound and an in-app notification.



X-C-01(a,b)

Slow Zone

No-Ride Zone



Focus on Reducing Clutter

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



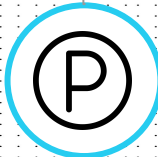
Educate Riders



Nudge Desired Behaviors



Local Presence



Make Space



Leverage Data

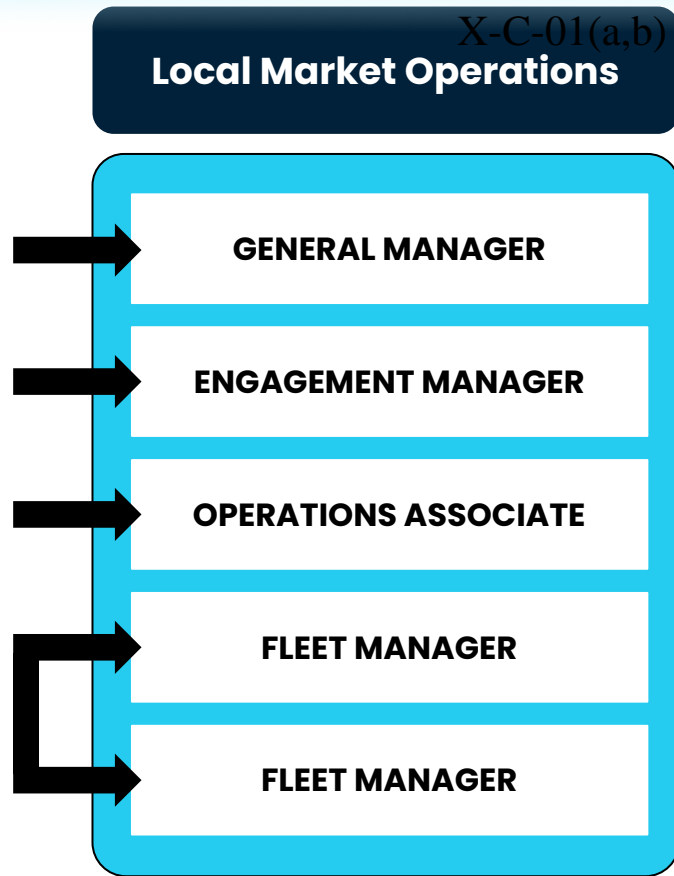
Bird's Hyper-localized Network

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





X-C-01(a,b)

Thank You



MICROMOBILITY OPERATIONS LICENSE AGREEMENT

This License Agreement (“License”) is made on this _____ day of _____, 2023, by and between the City of Hastings, a Minnesota municipal corporation, 101 East 4th Street, Hastings, MN 55033 (“the City”), and Skinny Labs, Inc. [dba Spin]., a corporation organized and existing under the laws of the State of Delaware, 2 Embarcadero Center, 8th Floor – WeWork, San Francisco, CA 94111 (“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
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- 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.

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

a. Fleet size and type

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- (2) A maximum total of 100 Micromobility Vehicles is authorized under this Agreement. 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.
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- (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.
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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.

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CITY

By: _____
Mary Fasbender, Mayor

By: _____
Kelly Murtaugh, City Clerk

LICENSEE

By: _____

Name:

Its:



Who we Are

Founded and based in San Francisco, California, Spin operates shared electric scooters across the U.S. Spin launched the first-ever stationless bike share program in the United States and was instrumental in crafting the world’s first mobility permitting system that is now used around the world. The company is also the first in the world to successfully pilot city-first innovations like sidewalk riding detection technology. Spin consists of a diverse team of experienced professionals with government, advocacy, and private sector experience, all of whom are committed to fulfilling the company’s mission: to help create a world full of 15-minute cities. For more information visit <https://www.spin.app>.

In March of 2022, Spin was purchased by [TIER Mobility](#), Europe’s leading shared micromobility provider, whose mission is to Change Mobility for Good. By providing people with a range of shared, light electric vehicles—from e-scooters and e-bikes to e-mopeds, powered by a proprietary Energy Network—Tier helps cities reduce their dependence on cars. Founded in 2018 by Lawrence Leuschner, Matthias Laug and Julian Blessin, TIER is headquartered in Berlin and currently operates in 180+ cities across 19 countries in Europe and the Middle East. With the acquisition of Spin, TIER expands its global footprint to a fleet of 300,000 vehicles deployed in more than 520 cities and communities across 21 countries, making TIER the largest multimodal micromobility operator in the world. With a focus on providing the safest, most equitable, and most sustainable mobility solution, TIER has been climate neutral since 2020.

Spin currently provides services to more than 75 different cities and university campuses across the country. These programs are listed in the table below.



List of Current Spin Markets (Cities & Campuses)	
American University (Washington DC)	North Carolina State University (NC)
Ann Arbor, MI	Ogden, UT
Arlington, VA	Ohio State University
Atlanta, GA	Oklahoma State University
Baltimore, MD	Omaha, NE
Berkeley, CA	Orem, UT
Boise State University	Orland, FL
Boise, ID	Pennsylvania State University (PA)
Brown University (Rhode Island)	Phoenix, AZ
Cleveland, OH	Pittsburgh, PA
Colorado State University - Fort Collins (CO)	Portland, OR
Columbus, OH	Providence, RI
Coral Gables, FL	Purdue University (IN)
Creighton University (NE)	Raleigh, NC
Dayton, OH	Rhode Island School of Design (RI)
Utah Tech University (UT)	Salt Lake City, UT
Duke University (NC)	San Diego, CA
Durham, NC	San Francisco, CA
East Lansing, MI	San Marcos, TX
Emory University (GA)	Santa Monica, CA
Fayetteville, AR	Scottsdale, AZ
Fort Collins, CO	St George, UT
Fort Pierce, FL	St Paul, MN
Gainesville, FL	Stillwater, OK
Garden City, ID	Tallahassee, FL
Howard County, MD	Tampa, FL
Jacksonville, FL	Tucson, AZ



Kansas City, MO	University of Arkansas
Lafayette, IN	University of California, San Diego
Lansing, MI	University of Central Florida
Lexington, KY	University of Florida
Lincoln, NE	University of Georgia
Los Angeles, CA	University of Michigan
Meridian, CO	University of Minnesota
Michigan State University	Utah Valley University
Milwaukee, WI	Virginia Tech University
Minneapolis, MN	Washington City, UT
Montgomery County, MD	Washington, D.C.
Nashville, TN	Winston-Salem, NC

Spin in Hastings

Spin’s program in Hastings will create jobs in the local community, offering complete benefits to full-time employees rather than relying on gig economy workers or 1099 contractors. Relying exclusively on internal, W2 employees to fulfill operations is a model unique to Spin in the micromobility sector. The company finds that creating teams composed fully of internal employees allows Spin to maintain a higher level of service in the company’s markets. Team members are fully invested in delivering a strong service, keeping “scooter clutter” in check and carrying out Spin’s mission of creating 15-minute communities.

Spin intends to deploy 100 electric scooters in Hastings, beginning in March of 2023 (weather permitting). The company views this as the ideal number of vehicles for the Hastings community, allowing for equitable and accessible distribution of scooters throughout the City while avoiding overflowing the area with too many devices. Spin commits to a high level of service, regularly monitoring and “rebalancing” scooters to ensure even distribution throughout the City.