

ORDINANCE 2022-03

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF LOGANSFORT, INDIANA ESTABLISHING THE BIRD ELECTRIC SCOOTER PROGRAM

WHEREAS, the Common Council of the City of Logansport wishes to establish an electric scooter program for use by its citizens; and

WHEREAS, Bird Rides, Inc. provides a means of providing the City of Logansport, Indiana with a source of electric scooter for use within the city limits; and

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Logansport, Indiana:

SECTION 1: Policy Statement and Purpose

The purpose of this ordinance is to establish rules and regulations governing the operation of shared electric scooters providers within the City of Logansport (the “City”) and to ensure that such mobility sharing systems are consistent with the safety and well-being of bicyclists, pedestrians, and other riders of the public rights-of-way.

SECTION 2: Scope

This ordinance applies to any proposed deployment of electric scooter sharing systems within the City’s jurisdictional boundaries.

SECTION 3: Procedures

Any entity seeking to operate a shared electric scooter program within the City shall first obtain an Electric Scooter Share License (“License”) from the City conditioned on compliance with the provisions of this ordinance and any other conditions (including insurance, indemnity, and performance bond) established by the issuing official. No entity shall operate a shared electric scooter sharing program within the City except pursuant to such License and provisions (each such operator, a “Licensee”). The business License shall last two years, have an initial annual cost of \$500, have a renewal cost of \$200 per year thereafter, and require payment of \$0.05 per ride completed, provided that the total fees collected shall not exceed the reasonable and necessary cost to the City of administering the Licenses and Licensees. City shall limit the number of Licenses issued to three or fewer, with a maximum total of 75 electric scooters being able to operate within the City.

Before seeking fees from shared scooter providers, City shall make concerted efforts to identify existing public funds across in federal, state, county and city budgets that align with the goals of micro-mobility to effectively administer a shared scooter program. These funds shall be administered towards proper management and reasonable costs of administering a shared scooter program, while furthering current goals pertaining to transportation planning and other regulatory goals such as: carbon emission reduction, resilience planning, transit connectivity, alleviating transportation deserts, community and economic development, and affordable housing/transit planning efforts, amongst others.

SECTION 3: Operating Regulations

- Shared electric scooters shall mean a device weighing less than 150 pounds, that has (i) has handlebars and an electric motor, (ii) is solely powered by the electric motor and/or

surface when powered solely by the electric motor. Vehicles shall be limited at no less than 15 mph.

- Except as otherwise provided herein, City shall regulate the operation of shared electric scooters in a manner no more restrictive than its regulation of shared bicycles.
- Shared electric scooters are to be ridden on streets, and where available, in bike lanes and bike paths. Shared electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Riders of shared electric scooters shall be 18 or older. Riders of shared electric scooters who violate these provisions may be fined by the City consistent with fines for cyclists.
- Licensees shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each shared electric scooter for City employees and/or members of the public to make relocation requests or to report other issues with devices.
- **Fleet Size/Caps** - Licensees shall target an initial fleet size of an amount similar to other cities with comparable population. The City shall allow Licensees to increase their fleet size on a weekly/monthly basis in the event that Licensees provide data that supports increases in certain areas to meet rider demand for service.
- **Penalties** - The City reserves the right to revoke a license for cause or woefully negligent practices that cannot be remedied after providing such Licensee with a 30 day notice of alleged negligence, and after providing such Licensee a right for a public hearing or to otherwise cure such deficiency. Upon completion of the aforementioned, the City can require that a Licensee's fleet of shared electric scooters be removed from the City's right-of-way within 30 days.

SECTION 4: Force Majeure

Neither Party shall be liable to the other Party for failure or delay in the performance of a required obligation if such failure or delay is caused by strike, riot, fire, natural disaster, health pandemic, utilities and communications failures, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the non-performing Party, provided that such Party gives prompt written notice of such condition and promptly recommences performance whenever and to whatever extent possible without delay. Either Party may terminate this Agreement if the force majeure event prevents the non-performing Party's ability to perform in accordance with the terms and conditions of this Agreement for greater than three (3) months.

SECTION 5: Parking

- Riders of shared electric scooters shall park devices upright on hard surfaces in the furniture zone of the sidewalk, beside a bicycle rack or in another area specifically designated for bicycle parking, or on the street next to an unmarked curb.
- Licensee will take reasonable steps to ensure that all riders understand the requirements of ADA accessibility and the importance of leaving ADA paths of travel clear and accessible
- Riders shall not park shared electric scooters in such a manner as to block the pedestrian clear zone area of the sidewalk; ADA paths of travel including accessible ramps, any fire hydrant, call box, or other emergency facility; bus bench; or utility pole or box.
- Riders shall not park shared electric scooters in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building entrance/exit doorway.
- Riders shall not park shared electric scooters in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.

- Riders may park shared electric scooters in on-street parking spaces in the following circumstances:
 - When marked parking spaces are officially designated stations for such devices ;
 - Where the furniture zone is less than three feet wide;
 - Where there is no furniture zone;
 - In neighborhoods with rolled curbs, or with inadequate sidewalk space;
 - In marked parking spaces designated for motorcycles.
- Riders may park shared electric scooters on blocks without sidewalks only if the travel lane(s) and 6-foot pedestrian clear zone are not impeded.
- Riders shall not park shared electric scooters in the landscape/furniture zone directly adjacent to or within the following areas, such that access is impeded:
 - Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
 - Loading zones;
 - Disabled parking zone;
 - Street furniture that requires pedestrian access (e.g., benches, parking pay stations, bus shelters, transit information signs, etc.);
 - Curb ramps;
 - Entryways; and
 - Driveways.
- Riders of shared electric scooters who violate these provisions may be fined by City consistent with fines for cyclists.
- A Licensee may stage its shared electric scooters in permitted parking areas described in this section. To the extent a Licensee desires to stage shared electric scooters in areas other than the public right-of-way, the Licensee must first obtain the right to do so from the appropriate City department, property owner, or public agency.

SECTION 6: Operations

- Licensees shall maintain 24-hour customer service for customers to report safety concerns, complaints, or to ask questions. Licensees shall maintain a multilingual website, call center, and/or mobile app customer interface that is available twenty-four hours a day, seven days a week. The aforementioned shall be compliant with the Americans with Disabilities Act.
- In the event a safety or maintenance issue is reported for a specific device, that shared electric scooter shall be made unavailable to riders and shall be removed within the timeframes provided herein. Any inoperable or unsafe device shall be repaired before it is put back into service.
- Within Licensees' zone of operation, Licensees shall respond to reports of incorrectly parked shared electric scooters, shared electric scooters continuously parked in one location for more than 72 hours, or unsafe/inoperable shared electric scooters by relocating, re-parking, or removing the shared electric scooters, as appropriate, within 24 hours of receiving notice, except that Licensees shall respond within 4 hours of receiving notice in emergency situations.
- In the event a Licensee does not timely respond, and the condition of the shared electric scooter cannot be easily remedied, such shared electric scooters may be removed by City crews with notice to Licensee and taken to a City facility for storage at the expense of the licensee, not to exceed \$20 per shared electric scooter.
- Licensees shall provide notice to all riders that:
 - i. shared electric scooters are to be ridden on streets, and where available, in bike lanes and bike paths;

- ii. shared electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles on bike lanes and bike paths;
 - . Helmets are encouraged for all riders; and
 - i. Riding responsibly is encouraged, and Licensee will notify riders if repeated irresponsible riding is reported and recorded with identifying rider information.
- Shared electric scooter riders are required to take a photo whenever they park their scooter at the end of a ride.
- Licensees shall provide education to shared electric scooter riders on the City's existing rules and regulations, safe and courteous riding, and proper parking.
- Any minimum geographic deployment requirements shall reflect measurable and documented input from local community members, businesses, and community-based stakeholders and organizations. Licensees will ensure service meets rider demand, and shall not be required to deploy in areas or zones where average ridership is below 1.5 rides/day.

SECTION 7: Data Sharing

City may require Licensees to provide anonymized fleet and ride activity data for all trips starting or ending within the jurisdiction of City on any vehicle of Licensee or of any person or company controlled by, controlling, or under common control with Licensee, provided that, to ensure individual privacy:

- such data is provided via an application programming interface, subject to Licensee's license agreement for such interface, in compliance with a national data format specification such as the Mobility Data Specification;
- such data shall be safely and securely stored by City which shall implement administrative, physical, and technical safeguards to protect, secure, and, where appropriate, encrypt or limit access to the data;
- such data shall be subject to publicly-available aggregation, retention, and privacy policies of Licensee and City;
- any such data provided shall be treated as trade secret and proprietary business information, and shall be exempt from public records requests and requests by third parties except with the consent of Licensee; and
- such data shall not be shared with law enforcement except pursuant to valid legal process.

SECTION 8: Indemnification

Company agrees to indemnify, defend and hold harmless City (and its officials, employees, and agents) from and against all actions, damages or claims, including reasonable attorneys' fees, (collectively, "Claims") brought against City for personal or bodily injury or death to any person, or damage or destruction of any property, arising out of or resulting from performance or breach of the [permit/license] provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the City or its elected and appointed officials and employees acting within the scope of their employment. City expressly acknowledges that in no event shall Company be liable for any special, indirect, consequential or punitive damages. City's right to indemnification shall be contingent on City notifying Company promptly following receipt or notice of any Claims; Company shall have sole control of any defense, including the ability to

choose counsel; and City shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Company.

SECTION 9: Insurance

Licensees shall provide City with proof of insurance coverage exclusively for the operation of shared electric scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; and (c) where Licensee employs persons within the City, Workers' Compensation coverage of no less than the statutory requirement.

INTRODUCED, FILED AND APPROVED on first reading by a vote of 4 in favor, 3 opposed, and 0 abstained on the 10th day of January, 2022.

DULY PASSED, ORDAINED AND ADOPTED this 7th day of February, 2022, by the Common Council of the City of Logansport, Cass County, Indiana by a vote of 5 in favor, 1 opposed and 0 abstained.

Common Council of the City of Logansport, Indiana

By: 


Jake LeDonne, President

ATTEST:



Duane D. Ullom, Clerk Treasurer

Submitted to, approved by, and signed by me, the Mayor of the City of Logansport, Indiana this 7th day of February, 2022.



Chris Martin, Mayor

Ord. 2022-03

Logansport will permit Bird Rides, Inc. to provide services under the following terms and limitations. This agreement shall remain in effect until date unless terminated as set forth below.

AGREEMENT

- 1) Scope: This Agreement and its terms apply to any proposed deployment of Stand-up electric scooter sharing systems within Logansport jurisdictional boundaries. No person shall deploy a Stand-up electric scooter sharing system in the Logansport in violation of this Agreement.
- 2) Stand-up electric scooters shall be governed by the rules applying to bicycles and are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up electric scooters shall be 18 or older. Users of Stand-up electric scooters who violate these provisions may be fined by Logansport consistent with fines for cyclists.
- 3) Bird Rides, Inc. shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices.
- 4) Hours of operation: Stand-up electric scooters will be made available to rent from 4 a.m. to midnight (local time)
- 5) Bird Rides, Inc. shall provide a max of 75 vehicles at launch.
- 6) Safety Education: Bird Rides will provide materials, videos, signage to promote safe riding and educate riders on rider responsibilities and encourage safe and courteous riding and parking.
- 7) Data sharing: Bird Rides, Inc. will provide data to the Logansport as necessary to assist with monitoring program usage.
- 8) Indemnification: Bird Rides, Inc. agrees to indemnify, defend and hold harmless Logansport (and City's/ County's employees, agents and affiliates) from and against all actions, damages or claims brought against Logansport arising out of Bird Rides, Inc.'s negligence or willful misconduct, except that Bird Rides, Inc.'s indemnification obligation shall not extend to claims of Logansport (or Logansport employees', agents' or affiliates') negligence or willful misconduct. Logansport expressly acknowledges that in no event shall Bird Rides, Inc. be liable for any special, indirect, consequential or punitive damages. Bird Rides, Inc.'s indemnification obligations shall survive for a period of one (1) year after expiration of this Agreement. Bird Rides, Inc. shall be released from its indemnification obligations under this section if the loss or damage was caused by the Logansport negligent construction or maintenance of public infrastructure. Logansport right to indemnification shall be contingent on Logansport notifying Bird Rides, Inc. promptly following receipt or notice of any claim; Bird Ride, Inc. shall have sole control of any defense; Logansport shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Bird Ride, Inc.
- 9) Insurance: Bird Rides, Inc. shall provide Logansport with proof of insurance coverage exclusively for the operation of Stand-up electric scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; and (c) where Bird Rides, Inc. employs persons within the Logansport, Workers' Compensation coverage of no less than the statutory requirement.
- 10) Notices: All notices and communications to the Logansport from Bird Rides, Inc. shall be made in writing (includes electronic communications) and sent to the address below.
- 11) Either party may terminate this agreement at any time and without cause upon (30) days prior written notice.
- 12) In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.
- 13) The parties acknowledge that Bird Rides, Inc. 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 Agreement, and Bird Rides, Inc. remains responsible for all obligations and requirements under this Agreement.
- 14) This agreement shall be governed by and construed in accordance with the laws of the state.

Logansport

Bird Rides, Inc.

Signed By:

Signature: _____
Print Name: _____
Title: _____

Signature: _____
Print Name: _____
Title: _____