



Department Source: City Manager

To: City Council

From: City Manager & Staff

Council Meeting Date: May 6, 2019

Re: Contract Compliance and Other Information Related to Bird Scooters

## Executive Summary

At the April 1st Council meeting, there was Council discussion on electric scooters, generally, as well as Bird scooter's compliance with their contract. This report will provide more detailed information on the topics referenced during the discussion.

## Discussion

**Scooter-Related Injuries** It is difficult to know how many injuries were directly caused by electric scooters as ICD-10 codes do not include 'scooter' as a category. The Department of Public Health and Human Services found that data on these injuries is not collected in any systematic fashion. The University Healthcare Emergency Department is unable to determine scooter-related injuries due to the way they code their ER visits; they are also unable to query their electronic health record charts for key words. Similar to this, neither the Fire Department nor Police Department collects data solely on scooter-related injuries. However, local news stations have interviewed local healthcare professionals, personal injury lawyers, and citizens that use electronic scooters. From this, they have made estimates on the number of individuals injured due to electric scooters.

**Resident Reporting** Citizens may report violating scooters to the City's Contact Center. Scooter complaints that are reported to the Contact Center will be forwarded to Bird by City staff. Bird will then have two hours to address the issue or the City will confiscate the scooter. Bird will be required to pay a penalty and storage fee to retrieve the scooter.

When scooters are confiscated, Bird must retrieve them within 24 hours of receiving the impoundment notice. The penalty is \$100 per scooter and a \$50 per day fee for storage. The City may dispose of any impounded scooter 72 hours after providing impound notice to Bird.

For scooter complaints outside of the City's regular business hours, citizens may email the Contact Center at [city@como.gov](mailto:city@como.gov). That email is monitored afterhours and on weekends for situations requiring immediate attention. The City has 24 hour contact information for Bird.

**Payment** At present, the City has received the \$45.00 license application fee and the \$10,000 regulatory fee. Bird is responsible for quarterly payments of \$1 for each scooter in operation per day – the quarters are three month intervals in the standard calendar year – and payments are estimated to be around \$20,000. Payments are due to the City within thirty days after the end of the quarter. The City did not receive payment from the final quarter of 2018 within 30 days of the end of the quarter – this could constitute a breach of contract. There was indication that Bird planned to include this payment with their first



quarterly payment of 2019, which would be due at the end of April. The City did receive the payment for both quarters on May 1. Business license renewal fees will be due on June 30, 2019.

**Scooter Parking and Placement** Bird has initiated a monitoring program with the City; this includes working with the Contact Center for reporting and committing to address reported concerns within two hours of written or oral complaint else risk the scooter becoming impounded. At present, staff has not been dispatched to address scooter violations, which suggests Bird has been timely with any complaints received.

Bird has been working with the City's GIS Division to begin sharing data, as outlined in the contract.

Bird's contract outlines hours of operation as being from dawn to dusk or 8PM, whichever is later. Bird has operated past these hours; this could be considered a breach of their contract. Bird has been contacted about this issue.

Bird is required to halt operations when rain or snow is anticipated and remove all scooters from the right-of-way when snow is forecasted. There were snow events last year where Bird failed to meet their obligations outlined in the contract – this could constitute a breach of contract.

### Fiscal Impact

Short-Term Impact: N/A  
Long-Term Impact: N/A

### Strategic & Comprehensive Plan Impact

[Strategic Plan Impacts:](#)

Primary Impact: Primary, Secondary Impact: Secondary, Tertiary Impact: Tertiary

[Comprehensive Plan Impacts:](#)

Primary Impact: Primary, Secondary Impact: Secondary, Tertiary Impact: Tertiary

### Legislative History

Date	Action
11/19/2018	B289-18 Council authorized interim operating agreements with Bird Rides, Inc. and Pony Scooter, Inc. for implementation of a shared active transportation operation.

### Suggested Council Action

This report is for information only.