



# City of Norman, OK

Municipal Building  
Council Chambers  
201 West Gray  
Norman, OK 73069

## Master

**File Number: K-1920-102**

**File ID:** K-1920-102

**Type:** Contract

**Status:** Consent Item

**Version:** 1

**Reference:** Item 29

**In Control:** City Council

**Department:** Legal Department

**Cost:**

**File Created:** 12/03/2019

**File Name:** VeoRide Dockless Scooter Revocable License Agreement

**Final Action:**

**Title:** CONTRACT K-1920-102: A DOCKLESS SCOOTER REVOCABLE LICENSE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND VEORIDE, INC., IN THE AMOUNT OF \$300 PER YEAR ALLOWING DEPLOYMENT OF NO MORE THAN ONE HUNDRED FIFTY (150) DOCKLESS SCOOTERS WITHIN THE PUBLIC RIGHTS-OF-WAY, PROVIDING FOR ADMINISTRATIVE FLEET SIZE INCREASES AND DECREASES, AND PROVIDING FOR PENALTIES IN THE EVENT OF DEFAULT OR VIOLATION OF PARKING PARAMETERS.

**Notes:** ACTION NEEDED: Motion to approve or reject Contract K-1920-102, a Dockless Scooter Revocable License Agreement with VeoRide, Inc., in the amount of \$300 per year; and, if approved, authorize the execution thereof

ACTION TAKEN: \_\_\_\_\_

**Agenda Date:** 12/10/2019

**Agenda Number:** 29

**Attachments:** VeoRide Dockless Scooter Revocable License Agreement

**Project Manager:** Beth Muckala, Assistant City Attorney

**Entered by:** beth.muckala@normanok.gov

**Effective Date:**

### History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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### Text of Legislative File K-1920-102

body

**BACKGROUND:** On August 17, 2018, a number of dockless electric (rechargeable battery-powered) scooters were placed in small groups at varying locations throughout the City of Norman by Bird Rides, Inc. ("Bird"). Bird refers to drop off location as "nests" and to its personnel as "Chargers," which: (1) collect the dockless scooters in need of charging; (2)

charge and otherwise perform light servicing of the units; and (3) place them at internally-designated locations. Within Norman, these drop off locations appear to be located both on public rights-of-way (such as on sidewalks) and private property (such as storefront or business parking lots). Dockless scooters placed on private property are subject to private property rights, as those are already addressed by City Code. Thus, Revocable License Agreements such as this one concern only placement of units within the public rights-of-way.

Initially, municipalities nationwide had mixed reactions to dockless scooters, some immediately impounding, and others moving to enact emergency administrative rules or enter into interim agreements regulating the activity. Norman's approach was to seek cooperation from scooter companies to avoid the expense and unnecessary use of resources impounding the vehicles, and to implement measures designed to complement a long-term shared vehicle strategy for Norman. The amount of dockless scooters initially placed in Norman has increased over time. As a result of a failure to comply with City Code, as well as a refusal to voluntarily and cooperatively withdraw deployment of dockless scooters until revocable license agreements were obtained from City Council, over 175 Bird scooters were previously impounded.

Similar products are offered by Lime, Slidr, LLC, and Spin (with Bird, collectively referred to as "Dockless Scooter Group"), all of which were initially in touch with City staff regarding potential operation within Norman, and most of which have received approved Revocable License Agreement and deployed devices within Norman over the past year. During initial discussions with City staff, the Dockless Scooter Group presented considerable new information with some request for inclusion at the Revocable License Agreement stage, and prior to the adoption by Norman of any permanent ordinances addressing the shared vehicle industry. City staff, with guidance from the City Council Oversight Committee, finalized a Revocable License Agreement addressing a substantial amount of identified issues. The final agreement was provided as a result of those discussions and has been required consistently since that date.

Companies deploying dockless scooters before seeking an approved Revocable License Agreement are subject to impoundment and responsible for payment of associated fees. The City seeks to achieve cooperation of the Dockless Scooter Group as a whole, so that efforts may be directed to developing a shared vehicle ordinance and/or pilot program, addressing items such as business licensing, vehicle operation and stationing, for City Council consideration. The City is currently developing a potential pilot program to address shared mobility devices, including scooters, which may partially or completely replace agreements such as this.

**DISCUSSION:** Important features of the Dockless Scooter Revocable License Agreement are:

- A fleet size limitation, in place of mandatory locations for stationing, etc., allowing vendors flexibility and ready response to market demands;
- The addition of language allowing for administrative increase(s) or reduction(s) of fleet size, to allow vendors to more immediately respond to demand and the City the ability to respond to problematic placement or congestion of the rights-of-way;
- Parking guidelines and penalty/impoundment/termination provisions relating to default or

- violation;
- For situations where public right-of-way is owned by easement, a mechanism whereby a private fee owner may object and request removal of dockless scooters from the identified parcel.

The Agreement also requires:

- Payment of a yearly base rental fee of \$300 (based on a fleet size of 150);
- Payment of \$1/day/scooter (payable quarterly) for the “construction for shared mobility infrastructure, promotion of safe riding, or maintenance of shared infrastructure”;
- The vendor’s provision of fleet and ridership data to the City;
- Indemnification of the City and certain levels of insurance; and
- Identification of local contact personnel able to respond to requests or inquiries as anticipated by the Agreement.

VeoRide will hire and identify a local contact personnel and provided proof of necessary insurance in compliance with the Agreement. VeoRide has also contracted directly with the University of Oklahoma to provide devices on OU campus (some of which areas are not within the public rights of way). VeoRide plans to deploy in Norman by January 13, 2020. VeoRide hires local workers to addresses the charging, storage, and maintenance of its fleet and will have local corporate storage facilities.

**STAFF RECOMMENDATION:** Based on the above information, staff recommends approval of K-1920-102, a Dockless Scooter Revocable License Agreement with VeoRide, Inc., allowing placement of as many as one hundred fifty (150) dockless scooters within, the public rights-of-way.