

WORK SESSION AGENDA



**Casper City Council
City Hall, Council Meeting Room
Tuesday, July 13, 2021, 4:30 p.m.**



Work Session Meeting Agenda		Recommendation	Allotted Time	Beginning Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested				
1.	Council Meeting Follow-up		5 min	4:30
2.	21st Missouri to Kingsbury Speed Data	Information Only	20 min	4:35
3.	GIS Demo	Information Only	30 min	4:55
4.	Scooters: Ordinance and Contract Discussion	Move Forward for Approval	30 min	5:25
5.	Agenda Review		20 min	5:55
6.	Legislative Review		20 min	6:15
7.	Council Around the Table		10 min	6:35
Approximate End Time:				6:45

****Please silence cell phones during the meeting****

We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

June 30, 2021

MEMO TO: J. Carter Napier, City Manager 
FROM: Chief Keith McPheeters, Chief of Police 
Andrew Beamer, P.E., Public Services Director
SUBJECT: 21st Street Traffic Data

Meeting Type & Date:
July 13, 2021
Council Work Session

Action Type:
Information Only

Summary:

In response to citizen complaints concerning high speeds on 21st Street between Missouri Avenue and Kingsbury Drive, traffic data was collected along the corridor the week of April 13th, 2021, through April 23rd, 2021. Data was collected for both east and west bound traffic east of Jasper Drive and west of the Rustic Ridge development.

As with much of Casper, the speed limit along 21st Street is 30-mph. Speed data is often presented in terms of the 85th Percentile. This is the speed at which 85 percent of the traffic is travelling at or below and reflects the judgment of the majority of the drivers as to what is reasonable and prudent given traffic and roadway conditions. The 85th Percentile speed for eastbound traffic was 39-mph; for westbound traffic the corresponding 85th Percentile speed was 40-mph. Traffic volumes are moderate, with an average count of just under 1700 vehicles per day.

Accident data along 21st Street between Beverly Street and Wyoming Boulevard was also looked at over the last five years, between 2016 and 2021. Over the course of those five years, a total of eighteen accidents were reported, five of which resulted in injuries. The majority of accidents were rear-end collisions, generally indicative of distracted drivers.

While the 85th percentile speeds are higher than desired, they are not abnormal for a street with few intersecting side streets. Accident data also does not suggest the need for additional engineering controls. Speeds are expected to decrease as additional residential development occurs along the corridor, and as State Statutes limits speed limits to 30-mph in residential area, the posted speed limit is appropriate.

June 25, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tracey L. Belser, Support Services Director *TLB*
Michael Szewczyk, IT Manager *MS*
Denyse Wyskup, Regional GIS Administrator *DW*
SUBJECT: Regional GIS Web Portal Demo

Meeting Type & Date

Council Work Session
July 13, 2021

Action type

Informational Only

Recommendation - None

Summary

In 2012, the City of Casper, Natrona County, and the towns of Evansville, Mills, and Bar Nunn recognized the benefit of a centralized Geographic Information Systems (GIS) for the purpose of maintaining spatial related information such as addressing, streets, land development, public utilities, etc. As such, the organizations entered into an agreement to create a regional cooperative administered by the City of Casper, and hired Dr. Denyse Wyskup to serve as the administrator. Since that time, the GIS backbone has become an integral data platform for multiple City systems, including public safety records management, building permits, code enforcement, public utilities, and numerous others.

In an effort to more effectively communicate data and information to governmental agencies, private organizations, as well as every day citizens, the GeoSMART web portal was designed to communicate GIS information online. To date, more than 150 data sources are available for use in either the GeoSMART public or employee restricted platforms. The first version of this tool was implemented in 2013. A major revision was made in 2019 to take better advantage of the resources available by ESRI, the software provider. This demonstration will be an overview of the capabilities and information available in GeoSMART 2.0.


Financial Considerations - None

Oversight/Project Responsibility

Denyse Wyskup, Regional GIS Administrator

Attachments - None

July 9, 2021

MEMO TO: City Council
J. Carter Napier, City Manager 

FROM: John Henley, City Attorney 

SUBJECT: An Ordinance Amending Chapter 10.64 –Bicycles, Toy Vehicles, Rollerblades, In-line Skates, Roller Skates, Snowboards, Skis, Rollerskis, Scooters, Coasters, Skateboards and Similar Devices

Meeting Type & Date

Work Session

July 13, 2021

Action type

Information and direction requested.

Recommendation

Provide direction, comments and feedback to staff regarding the attached proposed ordinance to amend Chapter 10.64 of the Casper Municipal Code. The proposed ordinance is scheduled for a public hearing and first reading on July 20, 2021.

Summary

Bird Rides, Inc., is interested in bringing dockless e-scooters to the City of Casper. City Council has expressed interest in allowing dockless e-scooters on City streets after a contract is executed between Bird Rides, Inc., and the City of Casper.

Find attached a draft ordinance to amend Chapter 10.64 to modify the existing traffic laws concerning dockless e-scooters as well as establishing permit, insurance, and operational requirements for dockless e-scooter businesses who are interested in doing business in the City of Casper.

Financial Considerations

Permit fees will bring in minimal revenue. There will be additional demands (potentially significant) on public safety employees.

Oversight/Project Responsibility

John Henley, City Attorney (Ordinance Amendments)

Keith McPheeters, Chief of Police

Jeff Bullard, Traffic Sgt., Casper Police Department

Attachments

Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 10.64 - BICYCLES, TOY VEHICLES, ROLLERBLADES, IN-LINE SKATES, ROLLER SKATES, SNOWBOARDS, SKIS, ROLLERSKIS, SCOOTERS, COASTERS, SKATEBOARDS AND SIMILAR DEVICES, OF THE CASPER MUNICIPAL CODE.

WHEREAS, the governing body of the City of Casper has the authority granted by Wyoming State Statutes Sections 15-1-103 (a) (xli) and 15-1-103(a)(v), to adopt ordinances and resolutions necessary to protect the health, safety, and welfare of its citizenry; and,

WHEREAS, the governing body of the City of Casper may perform all acts in relation to the concerns of the City necessary to the exercise of its corporate powers; and,

WHEREAS, the Casper Municipal Code needs updated and modified from time to time; and,

WHEREAS, the governing body of the City of Casper desires to update and amend the City of Casper Code, CHAPTER 10.64 - BICYCLES, TOY VEHICLES, ROLLERBLADES, IN-LINE SKATES, ROLLER SKATES, SNOWBOARDS, SKIS, ROLLERSKIS, SCOOTERS, COASTERS, SKATEBOARDS AND SIMILAR DEVICES, OF THE CASPER MUNICIPAL CODE” as set out below.

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the following sections of Chapter 10.64 are hereby updated and amended as follows:

Article I. - Bicycles

10.64.010 Definitions

The terms used in this chapter are defined as follows:

- A. “Clerk” means the City Clerk of Casper, Wyoming, or the clerk’s designee.
- B. “Dockless scooter” means an e-scooter, or any other self-propelled (in part or whole) scooter vehicle type that does not require the construction of a special docking location.
- C. “Dockless scooter for hire” means ” means a dockless scooter available for short-term rental (less than seven (7) consecutive days) by a provider for the purpose of providing individual transportation on a public right-of-way
- D. “Downtown Area” For the purpose of this article, the downtown area and public ways of the city shall be considered to be as follows: An area bounded on the east by the sidewalk along the east side of Durbin Street; on the south by the former Chicago Northwestern railroad right-of-way; on the west by the sidewalk along the west side of

Ash Street; and on the north by the sidewalk along the north side of "C" Street. Such areas shall also include the sidewalks and parallel use of crosswalks which connect the streets, ways and sidewalks listed herein as boundaries.

E. "Enforcement officer" is a community service officer or a certified officer of the Casper Police Department.

F. "e-scooter"

1. In general.

"e-scooter" means a device designed and equipped with:

- a. An electric motor for self-propulsion;
- b. Two or three wheels below a platform on which a user can stand upright to operate and control the vehicle;
- c. Hand operating steering systems; and
- d. A locking or shut off device to either lock or prevent the propelling mechanism from engaging, and/or to lock the device to existing structures or fenced areas.

2. Dockless scooters for hire means an e-scooter which is also designated and equipped with:

- a. A water submersion sensor;
- b. A mechanism which limits the scooter to a maximum speed of 15 miles per hour; and
- c. A restriction that no one under the age of eighteen (18) years old may rent or operate a dockless scooter for hire.
- d. Working geo-fencing technology and wireless communication access.

3. Exclusions.

"e-scooter" does not include:

- a. A motorcycle;
- b. A motor vehicle;
- c. A public transportation vehicle;
- d. A dirt bike;
- e. A minibike;
- f. An electronic personal device, e.g. medical/motorized wheelchair type scooter;
- g. A skateboard

G. "Person" means:

1. An individual;
2. A partnership, firm, association, corporation, or other entity of any kind; or
3. A receiver, trustee, guardian, personal representative, fiduciary, or representative of any kind.

4. Exclusions. Person does not include, unless otherwise expressly provided, a governmental entity or an in instrumentality or unit of a government entity.
- H. “Provider” means any person that provides dockless scooters for hire.
- I. “Ride or riding” means the use of any rollerblades, in-line skates, roller skates, snowboards, skis, rollerskis, e-scooters, scooters, coasters, skateboards, or similar device or any bicycle in a manner other than walking beside or carrying the device.
- J. “Toy vehicles, rollerblades, in-line skates, roller skates, snowboards, skis, rollerskis, scooters, coasters, skateboards, or similar devices” means any device or shoe allowing the wearer, rider or user to roll, glide, skate, slide, or otherwise move by means other than walking or running. This does not include devices such as wheelchairs, motorized scooters used for medical purposes or walkers designed primarily for, and used by, a person with a physical disability requiring the use of such device. This also does not include a properly licensed motor vehicle operated in accordance with all applicable laws.
- K. “User” means the person who is operating or controlling the dockless scooter.

10.64.020—10.64.050 Reserved.

Editor's note(s)—Section 1Editor's note(s)— of Ord. No. 23-11, adopted July 19, 2011, rescinded §§ 10.64.010—10.64.050, which pertained to registration and licensing of bicycles, and derived from prior code §§ 6-1—6-5.

10.64.060 Obedience to traffic rules required.

Every person riding or propelling a bicycle or e-scooter upon any street or other public highway in the city shall observe all traffic rules and regulations applicable thereto, and shall turn only at intersections, signal for all turns, ride at the right-hand side of the street or highway, pass to the left when passing overtaken vehicles and individuals that are slower moving and shall pass vehicles to the right when meeting.

10.64.070 Obedience to traffic signs required.

Persons riding bicycles or e-scooters shall observe all traffic signs and stop at all stop signs.

10.64.080 Lights and reflectors.

No bicycles, e-scooters, toy vehicles, rollerblades, in-line skates, roller skates, snowboards, skis, rollerskis, scooters, coasters, skateboards, or similar devices, as defined in Section 10.64.150(C) (hereinafter referred to as "vehicle") shall be permitted on any street or other public highway of the city between thirty minutes after sunset and thirty minutes before sunrise, without a headlight visible under normal atmospheric conditions from the front thereof for not less than five hundred feet, indicating the approach or presence of the vehicle, firmly attached to such vehicle and properly lighted, or without a red reflector attached to and visible from all distances from fifty feet to three hundred feet from the rear thereof when directly in front of lawful upper beams of headlamps on a motor vehicle. A lamp emitting a red light visible from a distance of five hundred

feet to the rear may be used in addition to the red reflector. The headlight shall give a clear white light.

10.64.090 Riding on sidewalks—Right-of-way.

Any person riding a bicycle or an e-scooter upon a sidewalk of the city except sidewalks in the business district (riding prohibited) as hereinafter enumerated shall grant the right-of-way to any pedestrian thereon.

10.64.100 Safe operation required.

No bicycle or e-scooter shall be ridden faster than is reasonable and proper and every bicycle shall be operated with reasonable regard to the safety of the operator or any person upon the sidewalks, streets and other public highways of the city.

10.64.110 Riding on sidewalks of downtown area prohibited.

No person shall ride a bicycle or an e-scooter on the sidewalks of the city located within the downtown area as defined in Section 10.64.~~1010~~ 50(DA).

10.64.120 Riding abreast of more than one other bicycle or e-scooter prohibited.

No person shall ride or propel a bicycle or e-scooter upon any street or other public highway in the city abreast of more than one other person riding or propelling an e-scooter or bicycle.

10.64.130 More than one rider on a bicycle prohibited—Exception.

No person shall ride or propel a bicycle or e-scooter on a street or other public highway of the city with another person in any position in front of or behind the operator, unless the bicycle or e-scooter is designated for two people, or in the case of a bicycle of a tandem type equipped with a seat for each such additional person.

10.64.135 Reserved.

Editor's note(s)—Section 1Editor's note(s)— of Ord. No. 23-11, adopted July 19, 2011, rescinded § 10.64.135Editor's note(s)—, which pertained to violation and penalty, and derived from prior code § 6-6.

~~Article II. Toy Vehicles, Rollerblades, In-line Skates, Roller Skates, Snowboards, Skis, Rollerskis, Scooters, Coasters, Skateboards and Similar Devices~~

10.64.150 Reserved. Definitions.

~~The terms used in this article are defined as follows:~~

- ~~A.—Downtown Area. For the purpose of this article, the downtown area and public ways of the city shall be considered to be as follows: An area bounded on the east by the sidewalk along the east side of Durbin Street; on the south by the former Chicago Northwestern~~

~~railroad right-of-way; on the west by the sidewalk along the west side of Ash Street; and on the north by the sidewalk along the north side of "C" Street. Such areas shall also include the sidewalks and crosswalks which connect the streets, ways and sidewalks listed herein as boundaries. "Ride or riding" means the use of any rollerblades, in-line skates, roller skates, snowboards, skis, rollerskis, scooters, coasters, skateboards, or similar device or any bicycle in a manner other than walking beside or carrying the device.~~

~~"Toy vehicles, rollerblades, in-line skates, roller skates, snowboards, skis, rollerskis, scooters, coasters, skateboards, or similar devices" means any device or shoe allowing the wearer, rider or user to roll, glide, skate, slide, or otherwise move by means other than walking or running. This does not include devices such as wheelchairs, motorized scooters used for medical purposes or walkers designed primarily for, and used by, a person with a physical disability requiring the use of such device. This also does not include a properly licensed motor vehicle operated in accordance with all applicable laws.~~

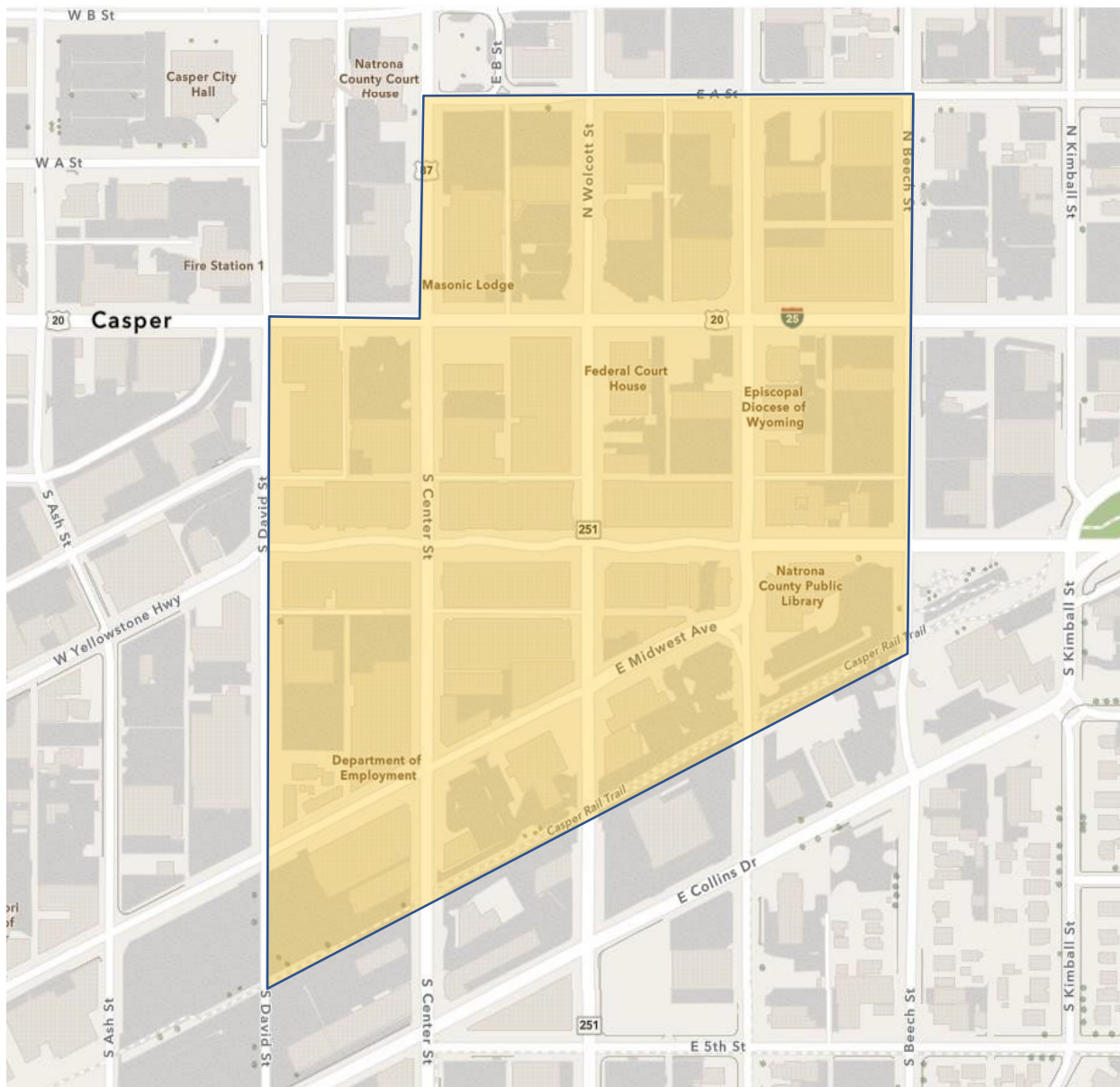
10.64.155 Riding on fixtures.

No person shall ride any toy vehicles, rollerblades, in-line skates, roller skates, snowboards, skis, rollerskis, scooters, coasters, skateboards, or similar devices or any bicycle or e-scooter upon, over, against, or otherwise on any bench, table, planter, railing, stair, step, utility equipment, or any other fixture, whether permanently attached or not, in any public place unless such place or fixture has been designated by the city for such use, or unless upon private property and with the permission of the owner of the property.

10.64.160 Prohibited in downtown area.

No person shall ride toy vehicles, rollerblades, in-line skates, roller skates, snowboards, skis, rollerskis, scooters, coasters, skateboards, or similar devices upon any street, sidewalk, public parking lot, or public way or area open to the general public, within the downtown area; provided, however, that it is permissible to ride such devices in the downtown area as a participant in a duly permitted parade, and it is permissible to ride bicycles, rollerblades, and in-line skates, and e-scooters ~~on streets only in the downtown area.~~ on the streets in the downtown area except for the area designated on the Scooter Rental Exclusion area below:

Scooter Rental Exclusion Area



Boundary areas:

South: Rails to Trails pathway (operation on pathway itself, permitted)

West: David Street
North: A Street
East: Beech Street

10.64.165 Obedience to traffic rules required.

Every person propelling a vehicle by human power, or riding or operating an e-scooter or e-bicycle upon any street or other public highway in the city has all of the rights and all of the duties applicable to the driver of any vehicle upon such roadways, including, but not limited to: turning only at intersections, signaling for all turns, riding at the right-hand side of the street or highway, passing to the left when passing overtaken vehicles and individuals that are slower moving, and passing vehicles to the right when meeting.

10.64.170 Responsibilities of parents and guardians.

It is unlawful for any parent, guardian or person standing in the place of a parent or guardian, to permit any child under the age of ~~eighteen~~ sixteen (16)-years to ride toy vehicles, rollerblades, in-line skates, roller skates, snowboards, skis, rollerskis, scooters, coasters, skateboards, or similar devices in the downtown area as provided in this chapter, ~~except that it is permissible to ride rollerblades and in-line skates on streets only in the downtown area.~~

10.64.180 Dockless Scooter for hire; Permit Required, Permit Applications and Provider Agreement.

A. Permit required.

1. In general. No provider may rent a dockless-vehicle-for-hire business without having first obtained a permit from the clerk.
2. Issuance. The city clerk may issue a permit pursuant to this chapter.

B. Permit applications or provider agreements.

1. Form. An approved permit to operate a dockless-scooter-for-hire business must be obtained to utilize the public right of ways for a dockless scooter for hire.
2. Contents. Information in the permit requirements, or the provider agreement must include:
 - a. The provider's full legal name and any trade name(s) under which it operates;
 - b. Documentary evidence from an insurance company indication that the insurance company has bound itself to provide liability insurance to the provider as required by the Clerk, but an amount not less than the following coverage:
 - i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including

products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence.

- c. An agreement to indemnify the City;
- d. A performance bond as provided in this chapter;
- e. Information and agreement consistent with the most recent prior agreement with a provider authorized by Casper's governing body.
- f. Any other information to protect the public's safety required by the city.

3. Performance bond.

- a. In general. Providers must provide a performance bond in an amount and form specified by the Clerk, but no greater than five thousand dollars.
- b. Use. The funds available from the bond required by this section shall be applied to pay for;
 - i. Damage to public property caused by a provider's dockless vehicles;
or
 - ii. The removal and storage of a provider's dockless vehicles that are parked illegally.

4. Term and renewal.

- a. Term. A permit issued under this chapter expires on the last day of the calendar year in which it was issued.
- b. Renewal. The application for renewal must be in the form and contain the information required referenced in this chapter in a form established by the city clerk's office.
- c. Transfer of permits prohibited. A permit issued under this chapter to any provider is not assignable or transferrable to, or sharable with any other provider.

5. Permit revocation.

- a. After a hearing conducted before the City Clerk and with proper notice to the provider, the Clerk may revoke permits if the Clerk finds that the provider:
 - i. Intentionally or knowingly made a false statement as to a material matter on the permit application;
 - ii. Failed to maintain the liability insurance required by contract or ordinance;
 - iii. Failed to pay any fees, or obtain a performance bond, required under this chapter;
- b. Any revocation under this section must be in writing from the Clerk's office and specify the reasons for the action;

- c. A provider receiving a revocation under this section is prohibited from applying for a permit under this chapter for eighteen months from the date of revocation.
- d. Appeals. A provider aggrieved by a decision of the clerk may appeal that decision to the director of public services, or his/her designee, in writing within ten days of the clerk's decision. The director or his/her designee must issue a written decision within thirty days from receipt of the provider's appeal.

i.

C. Administrative/Right of way/public safety fee.

- 1. A right of way/public safety fee (fee) shall be levied and imposed upon every provider of dockless vehicles for hire.
- 2. Amount of fees. The amount of fee for providers of per dockless-vehicles for hire rental is three thousand dollars (\$3,000.00) per calendar year plus twenty-five dollars (\$25.00) per scooter per calendar year.

D. Remittance and reports.

- 1. Remittance. A provider shall remit the fee imposed by this chapter to the city clerk at the time the dockless scooter provider is issued a permit by the clerk.
- 2. Reports. Each remittance must be accompanied by an itemization of all dockless vehicle in use for the period reported. The report must be in the form and contain the information that the clerk requires.
- 3. Missing scooters. The provider must provide all information to the Casper Police Department regarding any missing, stolen or submerged scooters, within ninety-six hours of the provider or its agents' knowledge of missing, stolen or submerged scooters.

E. Data Breaches. If a provider determines that a breach of its data system has occurred and that the breach has placed user personal information at risk, the provider must, within twenty-four (24) hours of the determination, notify the clerk and all current and prior users of the breach and within forty-eight (48) hours the likely consequences of the breach.

10.64.190 Standards of operation of e-bikes or e-scooters.

A. Unlawful operations of e-bike or e-scooter.

- 1. An e-biker or e-scooter may not be operated:
 - a. In a manner that violates applicable State or local law;
 - b. At speeds that exceed fifteen miles per hour for e-scooters and twenty miles per hour for e-bikes when propelled solely by the electric motor and without manual power;
 - c. By a person younger than sixteen years of age;

- d. With a passenger, unless the e-bike or e-scooter is designed to carry a passenger;
- e. Without the use of headlight or headlamp thirty (30) minutes before dusk, and thirty (30) minutes after dawn, or when the safe operation of a vehicle requires the use of headlight or headlamp;
- f. On a public right-of-way where bicycles are also prohibited;
- g. On a sidewalk, unless the posted speed on the abutting public right-of-way is thirty miles per hour or greater and the speed of the e-bike or e-scooter on the sidewalk does not exceed ten miles per hour;
- h. While carrying a package, bundle, or other article that prevents the user from keeping both hands on the handlebars; or
- i. While physically controlling more than one dockless vehicle.

B. Unlawful parking of dockless vehicle.

- 1. Public streets and alleys. A dockless vehicle may not be parked on a public street or alley unless the City’s Director of Public Services has designated an area specially-designed to accommodate dockless parking.
- 2. Sidewalks. Unless otherwise prohibited by law, rule, or regulation that specifically prohibits parking on a sidewalk, dockless vehicles may be parked:
 - a. On any sidewalk; or
 - b. At designated locations as determined by the City’s Director of Public Services.
- 3. Transit stops. A dockless vehicle may not be parked closer than twenty-five feet from the nearest point of a transit stop to the dockless vehicle.
- 4. Miscellaneous locations. A dockless vehicle may not be parked in:
 - a. A driveway without the permission of the owner of the driveway;
 - b. An area reserved for sidewalk dining;
 - c. A transit zone, including bus stops, shelters and passenger-waiting areas, except at designated areas within a transit zone, as determined by the Director;
 - d. A loading zone;
 - e. A parking zone dedicated to accessible parking, handicapped;
 - f. A manner that reduces the pedestrian zone to less than 5 feet or that otherwise prohibits the free flow of pedestrian traffic;
 - g. A manner that interferes with places of access for persons with disabilities as required by the Americans with Disabilities Act; or
 - h. A manner or location prohibited posted by the Director.
- 5. Manner of parking. Dockless vehicles must be parked in a standing upright position.

a. _____

C. User education.

1. In general. A provider must educate its users in the laws, rules, and regulations applicable to the riding, operation, and parking of dockless vehicles.
2. Publication. As a component of the education required under this section, a provider must make visible on its dockless vehicles or publish on its mobile application, or both, the standards of operation set forth in this chapter.

D. Provider operational responsibilities.

1. A provider must:
 - a. Operate a twenty-four hour customer service phone number for users, the general public, and City officials to report dockless vehicles that are inoperable or suspected of being operated or parked in apparent violation of the law;
 - b. Remove its dockless vehicles from any public right-of-way during the hours as determined by the Director, the Casper Police Department, or Casper Fire-EMS;
 - c. Ensure that its dockless vehicles are parked as required by law, rule, or regulation;
 - d. Remove or reposition its dockless vehicles that are parked illegally within forty-five (45) minutes from the time the call was placed to providers customer service number;
 - e. Ensure that its dockless vehicles adhere to applicable national safety standards;

E. Seizure

1. In general. A dockless vehicle for hire is subject to seizure if it is parked or used in violation of this chapter.
2. Procedures.
 - a. An enforcement officer need not have a warrant in order to seize a dockless vehicle for hire in a violation of this chapter if the enforcement officer has probable cause to believe that the dockless vehicle for hire has been parked or used in violation of this chapter and a warrant is not constitutionally required under the circumstances.
1. Whenever an enforcement officer seizes a dockless vehicle for hire under this section, the enforcement officer may cause it to be moved to a place designated by the Department.
2. On the seizure of a dockless vehicle for hire under this section, the Department must promptly notify the provider of:
 - a. The reason for seizure;
 - b. The location of the seized dockless vehicle for hire; and
 - c. The amount of the fees, if any, associated with the seizure.
- c. Vehicles returned on payment. Any dockless vehicle for hire seized under this section must be returned to its provider unless held as evidence.

10.64.180 Violation—Penalty.

Any person violating any provision of this article is guilty of a misdemeanor, and may be punished as provided in Chapter 1.28 of this code.

draft

This Ordinance shall become in full force and effect twenty-one (21) days after passage on third reading and publication.

PASSED on 1st reading the ____ day of ____, 2021

PASSED on 2nd reading the ____ day of ____, 2021

PASSED, APPROVED, AND ADOPTED on third and final reading the ____ day of _____, 2021.

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

**CONTRACT BETWEEN THE CITY OF CASPER,
WYOMING, AND BIRD RIDES, INC.**

This Contract (“**Contract**”) is entered into on this __ day of _____ 2021, by and between the City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“**City**”) and Bird Rides, Inc., 406 Broadway #369, Santa Monica, California 90401 (“**Bird Rides**”).

Throughout this document, the City and the Bird Rides may be collectively referred to as the “parties.”

RECITALS

WHEREAS, Bird Rides, Inc., is interested in bringing Stand-up electric scooters (“**e-scooters**”) to the city of Casper, and;

WHEREAS, City Council is interested in allowing scooters on City streets after a contract is executed between Bird Rides, and the City Ordinances concerning scooter traffic and licensing requirements are in the process of being updated; Bird Rides agrees to comply with all applicable ordinances and laws; and,

WHEREAS, Bird Rides has agreed to comply with all ordinances that are adopted by Council; and,

WHEREAS, City Council held a work session on June 8, 2021, to discuss and consider the possibility of allowing scooters on City streets; and,

WHEREAS, City Council directed the City Attorney’s Office to proceed with preparing an agreement for review by the parties;

WHEREAS, this Contract represents the entire agreement between the parties.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, and the performance thereof, the parties agree as follows:

1. **INCORPORATION OF RECITALS:** The foregoing recitals are incorporated herein as set forth.

2. **TERM:** The term of this Contract shall be for the remainder of the 2021 calendar year, commencing on the date of execution of this Contract. Bird Rides shall have the option to renew the Contract for two (2) consecutive additional calendar year terms under the same terms and conditions as herein set forth by providing the City sixty (60) days written notice of intent to exercise the option to renew prior to the end of this Contract.

3. **PERMIT REQUIRED:**
 - A. Bird Rides shall apply for scooter permits from the City and pay the City, three thousand dollars (\$3,000.00) plus twenty five dollars (\$25.00) per e-scooter that Bird Rides makes available for rental in the City of Casper.. These fees are yearly calendar year permits. Because Bird Rides is commencing its operation after July 1, 2021, it will pay only one thousand five hundred dollars (\$1,500.00) plus twenty five dollars (\$25.00) per scooter for the remainder of the calendar year of 2021. Bird Rides shall make available for rental in the City of Casper, a minimum of fifty (50) e-scooters at the launch date. Each e-scooter is required to have a unique identification number, which must be displayed on each e-scooter. A complete list of identification numbers shall be provided to the City before the City approves the permit. The City permit shall also be affixed to each e-scooter.

4. **USE AND OPERATION:**
 - A. **Location.** Bird Rides may provide e-scooters within the City of Casper’s jurisdictional boundaries; but, shall not provide e-scooters in the location(s) described and set forth in the map and area described in Exhibit A, attached hereto and made part of this Contract. In the Exhibit A areas, Bird Rides shall provide geo-fencing technology to prohibit operation of its e-scooters therein. Bird Rides shall not place e-scooters on private property without the written permission of the private property owners, and shall not trespass on private property when locating its e-scooters.

- B. **Speed.** E-scooters must have a maximum speed limit of fifteen (15) miles per hour, with the ability to further restrict speeds in certain geographical areas, if required by ordinance.
- C. **Waiver.** Bird Rides will require each renter/rider to execute a waiver in substantially the same format as in Exhibit B, attached hereto and made a part of this Contract before operating any of its e-scooters.
- D. **E-scooter Requirements:**
- (1) E-scooters shall be equipped with a device capable of making an auditory signal (eg. a bell); a red reflector on the rear and/or the front; and a white headlight on the front. Requirements of Casper City Ordinances shall be followed.
 - (2) E-scooters shall clearly display Bird Rides' company name and customer service contract information, including toll-free phone number and/or email address on each e-scooter for members of the public to make relocation requests or to report other issues with devices.
 - (3) E-scooters shall be equipped with GPS technology or other similar installed software in order to track and manage operations. Bird e-scooters must be able to employ geo-fencing technology. Scooters and associated technology/software must be equipped with wireless communication access and cellular signal access.
 - (4) Bird Rides will re-distribute the e-scooters periodically throughout the day with a full location re-set by 8:00 a.m. the following morning.
 - (5) Bird Rides will maintain a call center or customer service phone number for citizens to report displaced e-scooters, and for reporting other concerns.
 - (6) Bird Rides shall abide by all local laws/ordinances concerning e-scooter operation and licensing requirements as they may be amended from time to time;
 - (7) Renter/riders must be eighteen (18) years of age or older.

E. **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.

5. **PAYMENT:** Payments for permits shall be made to the Casper City Clerk's Office.

6. **NOTICES:**

Any notice by either party shall be in writing and shall be considered to be duly given if delivered by certified mail, postage prepaid, signature required and addressed as follows:

City of Casper, Wyoming
Attn: City Manager
Attn: City Attorney
200 North David Street
Casper, WY 82601

Bird Rides, Inc.
406 Broadway #369
Santa Monica, CA 90401

7. **EXTENT OF CONTRACT:**

This Contract represents the entire and integrated agreement between the City and the Bird Riders, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both City and Bird Rides' authorized representatives.

8. **TERMINATION OF CONTRACT:**

- A. The City may terminate this Contract anytime by providing thirty (30) days written notice to Bird Rides of intent to terminate said Contract.
- B. Notwithstanding the above, the Bird Rides shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Bird Rides, or any breach of the Contract by Bird Rides, and the City may withhold any payments to the Bird Rides for the purpose of setoff until such time as the exact amount of damages due the City from Bird Rides is determined.

9. **ASSIGNABILITY:**

Bird Rides shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due to Bird Rides from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

10. **GOVERNING LAW AND VENUE:**

This Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. Venue shall be the Seventh Judicial District, Natrona County, Wyoming. Bird Rides shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

11. **WYOMING GOVERNMENTAL CLAIMS ACT:**

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

12. **ELECTRONIC SIGNATURES:**

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature

is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.

13. BINDING:

This Contract shall be binding upon the parties hereto, and their respective successors, heirs, grantees and assigns.

14. INSURANCE:

A. **Prior to** the placement of e-scooters in the City of Casper, Bird Rides shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Contract hereunder by Bird Rides, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Bird Rides has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand Dollars (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

C. *Higher Limits.* If Bird Rides maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by Bird Rides. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Bird Rides including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to Bird Rides' insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this Contract, Bird Rides' insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects Bird Rides as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with twenty (20) days' notice to the City. Prior to such cancellation, change or reduction, Bird Rides will also make available to City all replacement policies and terms.

4. *Waiver of Subrogation*

Bird Rides hereby grants to the City a waiver of any right to subrogation which any insurer of said Bird Rides may acquire against the City by virtue of the payment of any loss under such insurance. Bird Rides agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Bird Rides has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Bird Rides has a significantly greater, self-insured retentions and will provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Reserved

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, Bird Rides' liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, Bird Rides must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Bird Rides shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Bird Rides' obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Bird Rides shall require and verify that all subcontractors maintain adequate auto/vehicle and worker's compensation insurance coverage to cover losses subcontractors or third parties or City may incur that are not covered by Bird Rides' insurance. City undertakes no obligation to verify any work or obligation of subcontractors.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- E. Bird Rides agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of Bird Rides and any subcontractor thereof. Bird Rides' indemnification obligations shall not extend to claims made as a result of the City's or its employees' elected officials', appointed officials' agents' and volunteers' negligence or willful misconduct while acting in the scope of their duties.

15. **RESERVED.**

16. **INTENT:**

Bird Rides represents that it has read and agrees to the terms of this Contract. Bird Rides agrees that it is an independent party, and there is no joint venture or partnership with the City. Bird Rides agrees that it has carefully examined the terms of this Contract and that the agreement of the City, contained herein as well as Birds' authority to utilize the public spaces as provided herein is adequate consideration for this Contract.

17. **NO THIRD PARTY BENEFICIARY RIGHTS:**

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this

Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

18. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

19. DATA SHARING: Bird Rides, at its sole cost and expense, will provide data to the City for purposes of calculating and verifying permit fees and missing scooters. Bird Rides will report missing scooters to the Casper Police Department and all water immersions; access to a real time data dashboard will also be provided to the Casper Police Department. Bird Rides will remove any of its scooters from bodies of water within ninety-six hours of immersion and notify the Casper Police Department if recovery is not made.

20. CHANGES:

The City or Bird Rides may, from time to time, request changes in the scope of the services of the Contract. Such changes, which are mutually agreed upon between the City and Bird Rides, shall be incorporated in written amendments to this Contract.

21. PERSONNEL:

Bird Rides represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by Bird Rides, or under its supervision, and in a good and workmanlike manner. All personnel employed by Bird Rides shall be employed in conformity with applicable local, state or federal laws.

22. INDEPENDENT CONTRACTORS:

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.

23. CHOICE OF LAW AND VENUE:

The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Seventh Judicial District, Natrona County, Wyoming.

24. AUTHORITY:

The City and the Bird Rides each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contact.

The remainder of this page is intentionally left blank

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

Bird Rides, Inc.

By: _____

By: _____

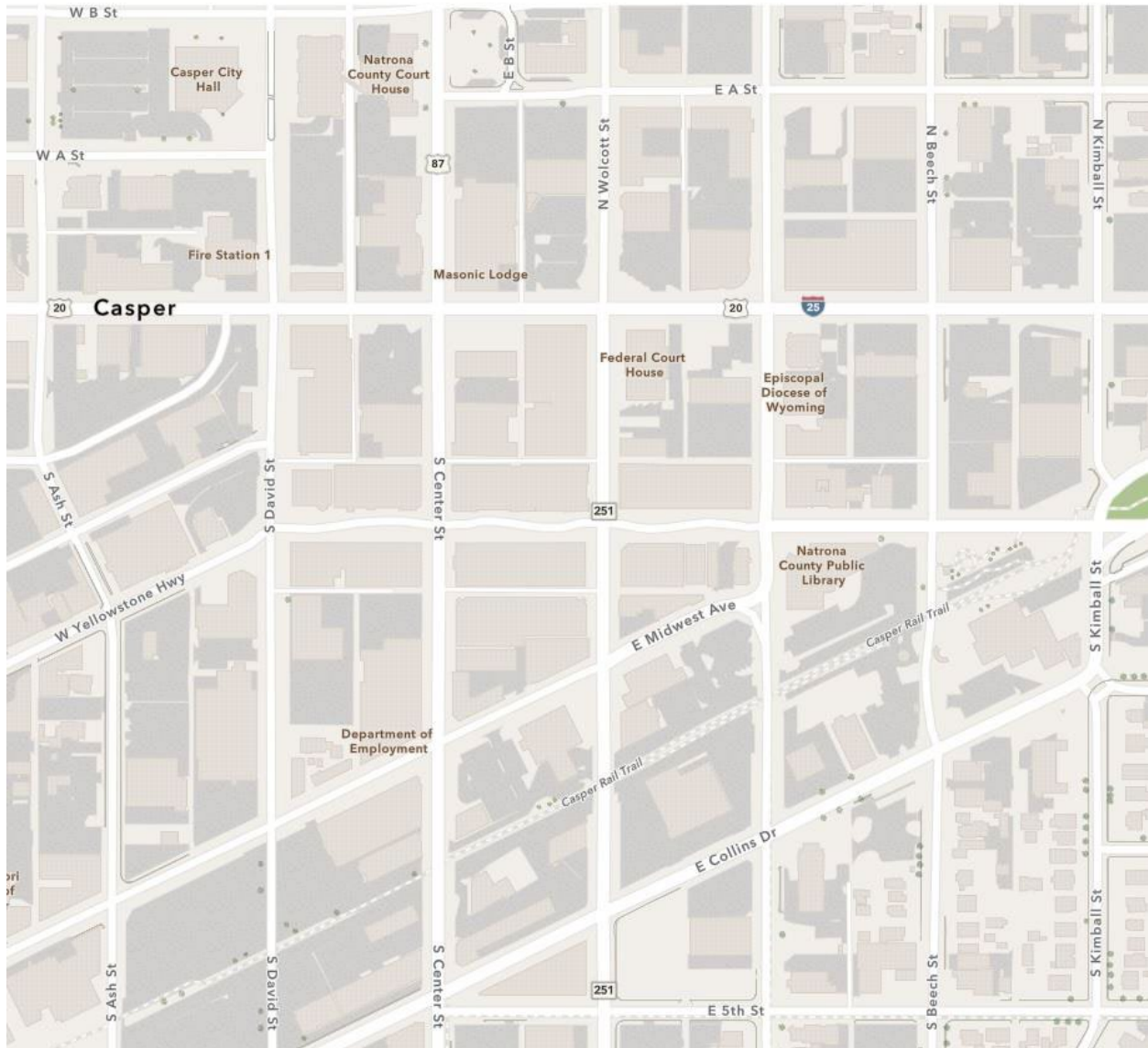
Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Exhibit A
Casper Police Department Proposed Scooter Rental Exclusion Area



Boundary areas:

South: Rails to Trails pathway (operation on pathway itself, permitted)

West: David Street

North: A Street

East: Beech Street

Exhibit B.

15. RELEASES; DISCLAIMERS; ASSUMPTION OF RISK.

In exchange for Rider being allowed to use Services, Vehicles, and other equipment or related information provided by Operator, Rider agrees to fully release, indemnify, and hold harmless Operator, Technology Services Provider and all of its and their owners, managers, affiliates, employees, contractors, fleet management service providers, officers, directors, shareholders, agents, representatives, successors, assigns, and to the fullest extent permitted by law any Municipality (including its elected and appointed officials, officers, employees, agents, contractors, and volunteers) in which Rider utilizes Services, and every property owner or operator with whom Operator has contracted to operate Services and all of such parties' owners, managers, affiliates, employees, contractors, officers, directors, shareholders, agents, representatives, successors, and assigns (collectively, the "Released Persons") from liability for all "Claims" arising out of or in any way related to Rider's use of the Services, Vehicles, App, or related equipment, including, but not limited to, those Claims based on Released Persons' alleged negligence, breach of contract, and/or breach of express or implied warranty, except for Claims based on Released Persons' gross negligence or willful misconduct. Such releases are intended to be general and complete releases of all Claims.

"Claims" means, collectively, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorney's fees, whether incurred at trial, on appeal, or otherwise), damages (including but not limited to, for personal injury, wrongful death, property damage, and injury to rider or to third parties, consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent) that arise from or relate to (a) any of the Services, including any of the Vehicles, placement, equipment, maintenance, related information, App, this Agreement or (b) Rider's use of any of the foregoing.

To the fullest extent permitted by law, and as to Rider's use of any of the Services, Vehicles, App, or related equipment, Operator and all other Released Persons disclaim all express and implied warranties, including warranties of merchantability and fitness for a particular purpose. All of the Services, Vehicles, App, and related equipment are provided "as is" and "as available," and Rider relies on them at Rider's own risk.

Rider is aware that Rider's use of any of the Services, Vehicles, App, and related equipment involves obvious and not-so-obvious risks, dangers, and hazards that may result in injury or death to Rider or others and damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. Risks, dangers, and hazards, include, but are not limited to:

- vehicles and other objects;
- pedestrians;
- traffic;

- Vehicle or component malfunction;
- road conditions;
- weather conditions;
- failure to follow applicable laws regarding use and/or operation of the Vehicle pursuant to Section 1.7;
- commission of any of the prohibited acts listed in Section 1.8;
- failure to perform the required safety check pursuant to Section 3.1;
- failure to wear a helmet where required by law; and
- negligent acts or omissions by Operator, any other Released Person, Rider, or third party.

Rider is solely and fully responsible for the safe operation of Vehicle at all times. Rider agrees that Vehicles are machines that may malfunction, even if the Vehicle is properly maintained and that such malfunction may cause injury. Rider assumes full and complete responsibility for all related risks, dangers, and hazards.

To the fullest extent permitted by law, this release and hold harmless agreement includes any and all Claims related to or arising from the sole or partial negligence of Operator, the Released Parties, any Municipality or any other party. Rider hereby expressly waives any claims against the Released Parties, any Municipality or any other party which Rider does not know or suspect to exist in his or her favor at the time of use of Services, and expressly waives Rider's rights under any statutes that purport to preserve Rider's unknown claims.