



COUNCIL STUDY SESSION AGENDA

March 29, 2022

3/29/2022 6:00:00 PM

Members may attend in person or by telephone.

Brigette Peterson, *Mayor* • Aimee Yentes, *Vice Mayor*
Scott Anderson • Laurin Hendrix • Yung Koprowski • Scott September • Kathy Tilque

Gilbert Public Safety Training Facility, Atlas Auditorium
6860 S. Power Road
Gilbert, Arizona

Study Sessions are held at the Gilbert Public Safety Training Facility, 6860 S. Power Road, Gilbert, Arizona. Study Sessions are open to the public. Discussion of agenda items is reserved for the Council and Staff. *No decisions are made or action taken during the Study Session.*

CALL TO ORDER

AGENDA ITEM

1. Discussion and presentation on Micromobility Update.

ADJOURN

NOTICE TO PARENTS: Parents and legal guardians have the right to consent before the Town of Gilbert makes a video or voice recording of a minor child. A.R.S. 1-602.A.9. Gilbert Council Meetings are recorded and maybe viewed on Gilbert Live website. If you permit your child to participate in the Council Meeting, a recording will be made. If your child is seated in the audience your child may be recorded, but you may request that your child be seated in a designated area to avoid recording. Please submit your request to the Town Clerk.

Council Communication

TO: Honorable Mayor and Councilmembers

FROM: Chris Bridges, Transportation Planning Manager,

MEETING DATE: March 29, 2022

SUBJECT: Micromobility Pilot Program Summary and Update

STRATEGIC INITIATIVE: Prosperous Community

The micromobility program allows for alternative modes of transportation to be made available to our residents and visitors as well as support for private businesses wishing to operate in Gilbert.

RECOMMENDED MOTION

No motion requested. Information only item.

BACKGROUND/DISCUSSION

Micromobility Pilot Program Overview

- Council approved the initiation of a Pilot Program at the March 7, 2019 Council hearing
- The program has no set end date but can be terminated by the Town at any-time
- The program rules include details on maximum number of scooters in any one location, separation requirements, parking requirements, etc.
- The fees applicable to providers wishing to participate in the program are: \$2,500 initial one-time fee, \$0.10 per ride paid monthly to the Town. Additionally, several

fees were put into the rules to help mitigate enforcement efforts needed by the Town with regards to obstructions in the right-of-way

- Two companies, Bird and Lime, both officially joined the program and signed a temporary license agreement with the Town in June 2019
- In the Spring of 2020 both companies suspended operations due to COVID
- In the Summer of 2020 Bird resumed operations and Lime discontinued operations
- September 15, 2020 staff presented to Council a review of the pilot program which was extended to gather 6-months of data and then reviewed
- June 1, 2021 staff presented to Council an updated review of the pilot program which was extended another 6-months to continue to gather and review applicable data and bring back the findings in January of 2022.

Overview of Code of Gilbert Changes

- At the March 7, 2019 hearing, Council also approved changes to the Code of Gilbert which applies to all users of micromobility devices in the Town, whether or not it is private or a shared commercial device.
- Code changes defined permissible and prohibited areas of operation, revised definitions for consistency with State law, and authorized the Town to impound obstructions and issue civil citations for violations.

Lime Agreement & Ridership

- June-October 2019: 9,826 total rides
- No violations of the Pilot Program Rules or License Agreement were recorded
- Lime terminated their temporary license agreement with the Town in June 2020

Bird Agreement & Ridership

- Paid \$2,500 application fee
- June-December 2019: 135 total rides
- Operations Suspended Spring 2020
- Bird redeployed in July 2020

2020 Bird Ridership Data:

Month	Total Rides (Unique Users)	Weekly Range of Scooters in Circulation	Average Trip Distance	Average Trip Duration	Monthly Distance Total
7/2020	183 (108)	11 - 25	1.9 miles	24 mins	351 miles
8/2020	350 (196)	9 - 236	2.3 miles	24 mins	815 miles
9/2020	231 (155)	1 - 21	2.6 miles	24 mins	632 miles
10/2020	Data Not Available	Due to System Error			
11/2020	101 (70)	1 - 22	1.8 miles	20 mins	183 miles
12/2020	486 (311)	13 - 24	1.8 miles	21 mins	882 miles
2020 Totals	1351 (840)		2.08 miles average	22.6 min average	2,863 miles

2021 Bird Ridership Data:

Month	Total Rides/ Unique Users	Weekly Range of Scooters in Circulation	Average Trip Distance	Average Trip Duration	Monthly Distance Total
1/2021	387 (292)	7 - 14	2 miles	23 mins	799 miles
2/2021	1,350 (816)	28 - 55	2.4 miles	22 mins	3,237 miles
3/2021	2,192 (392)	34 - 57	2.7 miles	22 mins	5,989 miles
4/2021	2,183 (952)	32 - 46	2.9 miles	23 mins	6,152 miles
5/2021	2,078 (885)	30 - 45	3 miles	24 mins	6,379 miles
6/2021	1,314 (504)	30 - 41	2.4 miles	22 mins	2,800 miles
7/2021	1,132 (521)	27 - 35	2 miles	21 mins	2,273 miles
8/2021	1,670 (751)	40 - 90	1.8 miles	18 mins	2,929 miles
9/2021	1,700 (726)	45 - 72	1.4 miles	17 mins	2,433 miles
10/2021	2,717 (1,065)	71 - 83	2 miles	18 mins	5,382 miles
11/2021	2,749 (842)	71 - 93	2 miles	19 mins	5,727 miles
12/2021	2,094 (915)	71 - 89	2 miles	19 mins	4,112 miles
2021 Totals	21,566 (8,661)	50.9 average	2.20 miles average	20.6 mins average	48,212miles

2022 Bird Ridership Data:

Month	Total Rides (Unique Users)	Weekly Range of Scooters in Circulation	Average Trip Distance	Average Trip Duration	Monthly Distance Total
1/2022	1,607(656)	35-71	2 miles	19 mins	3,236 miles
2/2022	857 (367)	17-30	2.2 miles	23 mins	1,870 miles

PUBLIC SAFETY IMPACTS

- No violations of the Pilot Program Rules or License Agreement have been recorded
- 17 total reported complaints (13 parking, 4 aesthetics) have come in through the Gilbert 311 system and by emails since the pilot program was approved by Council in March 2019.
- 22 motorized scooter related crashes reported (2 crashes with rented scooters reported) since start of program.

Transportation Planning staff has been continuing on-going coordination with the Police Department, Fire Department, Economic Development, and Legal staff for feedback throughout the program and future changes to the pilot program and the municipal code regarding micromobility devices.

FINANCIAL IMPACT

The Town will continue to invoice Bird at the rate of \$0.10 per ride on a monthly basis. No additional financial impact is anticipated unless fines are levied against Bird for any violation of the Pilot Program rules and terms. Below is a table of monthly revenue received from Bird.

Micromobility Pilot Program - \$.10 Per Ride by Month								
	2019		2020		2021		2022	
	Total Rides	Invoiced	Total Rides	Invoiced	Total Rides	Invoiced	Total Rides	Invoiced
January	X	X	X	\$0	387	\$38.70	1607	\$160.70
February	X	X	X	\$0	1,350	\$135.00	857	\$85.70
March	X	X	X	\$0	2,192	\$219.20		
April	X	X	X	\$0	2,183	\$218.30		
May	X	X	X	\$0	2,078	\$207.80		
June	11	\$1.10	X	\$0	1,314	\$131.40		
July	6	\$0.60	183	\$18.30	1,132	\$113.20		
August	1	\$0.10	350	\$35.00	1,670	\$167.00		
September	13	\$1.30	231	\$23.10	1,700	\$170.00		
October	12	\$1.20	X	X	2,717	\$271.70		
November	55	\$5.50	101	\$10.10	2,749	\$274.90		
December	37	\$3.70	486	\$48.60	2,094	\$209.40		
Total	135	13.5	1351	\$135	21566	\$2,156.60	2464	\$246.40

STAFF UPDATE AND RECOMMENDATIONS

Staff's goal with this Micromobility Pilot Program Summary and Update is to provide Town Council with the most current use and ridership data as well as public safety and crash data. Additionally, staff would like to provide an analysis of what standards and policies other jurisdictions are utilizing in the rapidly changing landscape of micromobility and compare them to Gilbert's current Pilot Program. Due to the continued increase in ridership and continued emerging technologies with micromobility, in addition to the minor number of complaints and crashes staff recommends the micromobility pilot program to become a permanent program and continue to provide an alternative mode of transportation for short distance trips. Finally, staff would like to discuss the potential of some conception changes to the current Micromobility Pilot Program and Municipal Code.

Summary of Micromobility Analysis of Neighboring Jurisdictions:

See Attachment

Conceptual Pilot Program/ Municipal Code Changes:

1. Consideration of Full Time Program, Pilot Program or end of program
2. Where to ride micromobility devices – Municipal Code
3. Possible Pilot Program Updates –
 - a. Fee Updates
 - b. Max number of devices
 - c. Clarifying Program Language/ Requirements
4. Emerging Micromobility Technology

Respectfully submitted,

Chris Bridges
Transportation Planning Manager

ATTACHMENTS:

1. Micromobility Pilot Program (19 pages)
2. Town of Gilbert Municipal Code Article IV – Bicycles and Micromobility Devices (6 pages)
3. Summary of Micromobility Analysis of Neighboring Jurisdictions (6 pages)

TABLE OF CONTENTS

TEMPORARY PARTICIPANT LICENSE 3

EXHIBIT A 6

ARTICLE 1. DEFINITIONS 6

ARTICLE 2. PILOT PROGRAM 7

 2.1 Pilot Program Purpose 7

 2.3 Pilot Program Duration 7

 2.4 Pilot Program Subject to Change 7

 2.5 Pilot Program Eligibility 7

 2.6 Pilot Program Designee 8

 2.7 Pilot Program Rules 8

 2.8 Pilot Program Disclaimer 8

 2.9 Pilot Program Conditions 8

ARTICLE 3. PILOT PROGRAM LICENSE 9

 3.1 Pilot Program License 9

ARTICLE 4. PILOT PROGRAM OPERATING STANDARDS 9

 4.1 Pilot Program Operating Standards 9

ARTICLE 5. DATA OBLIGATIONS 14

ARTICLE 6. FINANCIAL OBLIGATIONS AND PENALTIES 15

 6.1 Fees and Penalties 15

ARTICLE 7. ASSURANCES 16

ARTICLE 8. INDEMNIFICATION 17

ARTICLE 9. INSURANCE 18

ARTICLE 10. OTHER 19

 10.1 Payment Amounts Cumulative 19

 10.2 Remedies Cumulative 19

 10.3 Taxes 19

 10.4 Workers’ compensation insurance 19

 10.5 Assignment 19

 10.6 Severability 19

 10.7 Attorneys’ Fees and Expenses 19

 10.8 Non-Waiver 20

10.9 Exhibits.....	20
10.11 Governing Law; Venue	20
10.12 Conflict of Interest.....	20
10.13 Right to Audit.....	20
EXHIBIT B – DATA SHARING REQUIREMENTS	21

MICROMOBILITY PILOT PROGRAM

TEMPORARY PARTICIPANT LICENSE

THIS TEMPORARY PARTICIPANT LICENSE (the “Participant License”) is made and entered into this ___ day of _____, 20___, by and between the Town of Gilbert, an Arizona municipal corporation (“Town”), and _____, a _____ (“Participant”).

RECITALS

- A. WHEREAS, the Gilbert Town Council adopted the Gilbert Micromobility Pilot Program (“Pilot Program”);
- B. WHEREAS, the Gilbert Town Manager adopted the Micromobility Pilot Program terms attached hereto as Exhibit A and incorporated herein by this reference, which set out the terms and conditions that govern this Participant License (collectively the “Terms”).
- C. WHEREAS, Participant desires to participate in the Pilot Program in accordance with the Terms and to comply with all Pilot Program Rules, including the Pilot Program Rules adopted by the Town Manager.
- D. WHEREAS, this License allows Participant to participate in the Pilot Program subject to the Terms as may be amended from time to time by the Town Manager.
- E. NOW, THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Participant, and the covenants and agreements contained herein to be kept and performed by Participant, and other good and valuable consideration, Participant agrees as follows:

TERMS

- 1. Participant License Terms. Subject to the Terms and this Participant License, the Town hereby grants to Participant a Participant License.
- 2. Terms and Rules Incorporated by Reference. The Terms are incorporated herein by reference as if set out in full. **PARTICIPANT WARRANTS AND REPRESENTS THAT IT HAS READ AND AGREES TO THE TERMS.** Capitalized terms used but not defined in this Participant License shall have the meanings assigned by the Terms and Conditions.
- 3. Data Sharing. Participant agrees to the data sharing requirements attached hereto and incorporated herein as Exhibit B.

4. Participant Contact Information.

(a) The name, title, phone number, and email address of Participant's Pilot Representative is:

(____) _____ - _____.

(c) Participant's address for billing and notice purposes:

EXECUTED as of the date first given above.

TOWN OF GILBERT,

an Arizona municipal corporation

Patrick Banger, Gilbert Town Manager

PARTICIPANT:

An _____ corporation

By: _____

Its: _____

EXHIBIT A

MICROMOBILITY PILOT PROGRAM TERMS AND CONDITIONS

The Common Council of the Town of Gilbert hereby adopts MICROMOBILITY PILOT PROGRAM TERMS AND CONDITIONS described herein, which govern the Town of Gilbert Micromobility Program and may be amended from time to time by the Town Council and Town Manager (“Terms”).

ARTICLE 1. DEFINITIONS

For the purposes of the Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given below, unless more specifically defined within a specific article or paragraph of the Terms & License. When not inconsistent with the context, words used in the present tense include the future and past tense, and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- 1.1 “**Application**” shall mean the documentation and non-refundable fees required by the Town to be eligible for review to participate in the Micromobility Pilot Program, including but not limited to proof of a valid Gilbert business license, fleet and device information, 24-hour contact information, deployment plan, and other executed forms as required by the Town.
- 1.2 “**User**” means persons utilizing the devices provided by Participant within Gilbert.
- 1.3 “**Indemnified Parties**” shall mean the Town of Gilbert and its officers, employees, contractors, agents, representatives, and their respective successors and assigns.
- 1.4 “**Indemnitor Parties**” shall mean the Participant and its officers, managers, employees, contractors, agents, and volunteers.
- 1.5 “**License**” means a revocable, nonexclusive, and temporary license to use Licensed Property as part of the Micromobility Pilot Program. Said License does not create or confer any interest in real or personal property.
- 1.6 “**Micromobility device**” shall mean as defined in the Gilbert Town Code.
- 1.7 “**Micromobility Company**” means any entity offering short-term rental of micromobility devices within Gilbert.
- 1.8 “**Participant**” means an entity that has been approved to conduct business in Gilbert pursuant to an executed License and License’s agents, License’s contractors (including independent contractors), and every person and entity retained by the Participant to maintain Participant’s Fleet.
- 1.9 “**Pilot Program**” means the Town of Gilbert Micromobility Pilot Program.

1.10 “**Licensed Property**” means those public rights-of-way, streets, sidewalks, alleys, easements, Town property, and other areas and facilities of the Town within the scope of the Pilot Program, as determined by the Town Manager.

ARTICLE 2. PILOT PROGRAM

2.1 **Pilot Program Purpose.** The purpose of the Pilot Program is to enable private micromobility companies to provide a service, while enabling the Town to learn about this new technology and business model, assess potential safety risks, identify how the model does or does not meet Town objectives, and make changes to the Program Rules based on an on-going evaluation of the findings. The rules and requirements that govern the Pilot Program are meant to ensure that Participants operate in a manner that provides for the responsible management of the right-of-way and promotes the safety of all users of the right-of-way.

2.2 **Program Non-exclusivity.** All micromobility companies who wish to operate in the Town shall be permitted to apply for the Pilot Program. The Town may execute a license agreement with multiple business entities at its sole discretion and no micromobility company shall take any action to interfere with such agreements.

2.3 **Pilot Program Duration.** The Pilot Program shall commence on April 6, 2019, and shall continue until terminated by the Gilbert Council pursuant to a resolution. The Town has the discretion to terminate the Program and any License for any reason at any time without fault to Town. Following termination of the Pilot Program, the Town shall have no obligation to allow continued operations of any Participant within the Town. Should the Town exercise the rights described in this section, the Town will provide prior notice to the Participant Designee. Said notice may be provided by email. Should the Town’s notice require removal of the Fleet from Gilbert, a Participant shall have no more than five (5) days from the date of Town’s notice to remove its entire Fleet unless the Town Manager specifically agrees to a longer period of time.

2.4 **Pilot Program Subject to Change.** The Town of Gilbert reserves the right to modify any component of the Pilot Program at any time without fault to the Town. The Town reserves the right to require a Participant to remove some or all of its Fleet from Town limits at the sole cost to the Participant. Should the Town exercise the rights described in this section, the Town will provide prior notice to the Participant Designee. Said notice may be provided by email. Should the Town’s notice require removal of the Fleet from Gilbert, a Participant shall have no more than five (5) days from the date of Town’s notice to remove its entire Fleet unless the Town Manager specifically agrees to a longer period of time.

2.5 **Pilot Program Eligibility.** As a condition precedent to the License, and prior to commencement of operations, a micromobility company shall: (a) apply, procure and remit payment for a business license from the Town, and (b) submit a Pilot Program application together with all documentation and fees as required by the Town. Any micromobility company which was in operation in the Town prior to the commencement of the Pilot Program, shall submit a complete application for review by the Town no later than Thursday, April 25, 2019 by close of business (6:00 pm).

2.6 **Pilot Program Designee.** Participant shall identify one or more designee(s) in the application who are legally authorized to sign on behalf of Participant and execute legal agreements.

2.7 **Pilot Program Rules.** It shall be the sole obligation of the Participant to identify, comply with, and inform all its users and potential users of all rules. Participant shall also be responsible to ensure compliance with rules by all persons acting on behalf of Participant through or under a License. Participant shall take all measures to ensure that its micromobility devices are operated in compliance with all rules. All Participants of the Pilot Program shall adhere strictly to these Terms herein and the following:

The Pilot Program Rules as may be amended by the Town Manager or the Town Council;

All federal, state and local laws, rules, and regulations;

The Gilbert Town Code, as amended, including but not limited to Chapters 54, 58, and 62; and

All applicable safety and manufacturer standards and guidelines, including but not limited to terms relating to the age of device users, device speeds, the safe operation of devices, suitable terrains, user warnings, and safety gear and clothing.

2.8 **Pilot Program Disclaimer.** THE TOWN OF GILBERT MAKES AVAILABLE LICENSED PROPERTY AND OTHER PUBLIC PROPERTY IN “AS IS” CONDITION. THE TOWN EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS. Nothing in these Terms shall be interpreted to mean that, by licensing areas within the Town for operations, the Town is deeming such areas as suitable or safe for any particular micromobility device. No micromobility device shall be structurally altered from the original manufacturer's design. It shall be Participant’s sole responsibility to ensure that each of its micromobility device is used in a manner that is suitable and safe for that particular type, model, and condition of the micromobility device. This responsibility includes, but is not limited to, ensuring that all micromobility devices are operated at safe speeds, operated on suitable terrain, and equipped with sufficient lighting and safety features to be operated at night or at other times of limited visibility. This responsibility also includes ensuring that all micromobility devices can be safely operated by users in all weather conditions, including in rain and extreme heat conditions.

2.9 **Pilot Program Conditions.** By agreeing to participate in the Pilot Program, Participant agrees to assume all risk, costs, and expenses for any and all damages and injuries that may occur due to damage, destruction or collapse of any public property or due to any incompatibility of the operation of the micromobility with the public property. By agreeing to participate in the Pilot Program, the Participant warrants that all micromobility devices deployed by it in Gilbert shall be designed, constructed and maintained so as to be free of any defects in materials or workmanship and shall at all times be safe for members of the public to use in the ordinary course of usage. Participant may terminate its operations within the Town at any time with prior written notice to Town. Terminating its operations within the Town shall not relieve Participant from its

obligations under this License regarding indemnification, payment obligations, data sharing and protection obligations, and obligations to repair or restore damage to public property.

ARTICLE 3. PILOT PROGRAM LICENSE

3.1 Pilot Program License. A License that is executed by Participant and the Town Manager shall grant said Participant a revocable license to use License Property within the scope of the Pilot Program on a temporary and non-exclusive basis, provided said Participant adheres strictly to Pilot Program Rules. The term of each License shall commence on its date of execution and shall continue until terminated by the Town Manager or the Gilbert Council. Participant shall have five (5) days from the date of the Town’s request to remove all micromobility devices within Gilbert at its sole cost and expense.

ARTICLE 4. PILOT PROGRAM OPERATING STANDARDS

4.1 Pilot Program Operating Standards. Included as part of the Pilot Program Rules are the operating standards contained in this Article, which may be amended from time to time by the Gilbert Town Council or the Town Manager as necessary to further the purposes of the Pilot Program or to preserve public safety (“Operating Standards”).

General Provisions	
<i>4.1.1. Areas of Operation</i>	<ul style="list-style-type: none"> (a) The operation of Micromobility devices during the Pilot Program will be permitted Town-wide, with the exception of areas identified as prohibited in the Gilbert Town Code or as identified by the Town separately as areas with unique restrictions (i.e. no travel zones or reduced speed zones). (b) Permissible and prohibited areas of device operation for micromobility devices are defined in Chapter 62 of the Gilbert Town Code and are subject to all other applicable restrictions in the code and Arizona Revised Statutes, Title 28.
<i>4.1.2. Fleet Size</i>	<ul style="list-style-type: none"> (a) At the initial onset of the Pilot Program, there will be no fleet size limitations. The Town reserves the right to require fleet size adjustments at any point during the Pilot Program.
<i>4.1.3. Fleet Management</i>	<ul style="list-style-type: none"> (a) Any inoperable or unsafe device shall be removed from the right-of-way within twenty-four (24) hours of notice by any means to Participant by any individual or entity, and shall be repaired before placing back into the right-of-way. (b) Participant shall ensure that all devices in the Fleet are in good working order, clean and safe to operate. At a minimum, maintenance shall include: regular device inspection for wear and tear; maintenance and repair consistent with or exceeding manufacturer’s recommendations; immediate replacement of worn or damaged parts including kickstands.

	<p>Participant shall keep a record of all maintenance performed for each device, which is made available to the Town upon request.</p> <p>(c) Participants shall perform, at a minimum, one daily Fleet inspection to rebalance and properly park micromobility devices.</p> <p>(d) All micromobility devices shall be remotely “deactivated” and made inoperable for new riders to initiate a ride by 10:00 pm nightly until 5:00 a.m. the following day on every 24 hour cycle.</p> <p>(e) In order to safely conduct the process of staging, rebalancing, recharging or other process that requires a person to interact with the micromobility device, the Participant shall not cause any obstruction, for any amount of time, on the roadway, bike lane, nearby driveway, or sidewalk with the motor vehicle used to transport the employee and/or devices.</p>
<i>4.1.4. Speed Restrictions</i>	<p>(a) All micromobility devices that have an electric assistance mechanism shall be equipped with technology that prevents the device from operating at unlawful or otherwise unsafe speeds.</p> <p>(b) For the purposes of this Pilot Program, all electric stand-up scooters shall be limited utilizing the device technology to a maximum speed of 15 mph. In dense pedestrian areas, as identified by the Town, all micromobility devices shall be limited to a maximum speed of 10 mph.</p> <p>(c) The Town reserves the right to raise or lower speed limits throughout the duration of the Pilot Program with notice to the Participant.</p>
<i>4.1.5. Response Time</i>	<p>(a) Participants shall be required to relocate or remove any micromobility device that is causing an obstruction within two (2) hours if notified by any party between 7am and 7pm (excluding holidays) and within four (4) hours at all other times.</p> <p>(b) If the device(s) is not causing an obstruction but the Town requests it be relocated for other reasons set forth in this agreement, the Participant shall move the device within twenty-four (24) hours (excluding holidays and weekends) and forty-eight (48) hours at all other times.</p>
<i>4.1.6. Damage to property</i>	<p>(a) Any and all damage to Town property (including but not limited to damage to sidewalks and rights-of-way of the Town) resulting from Participant’s activities, shall be remedied at the sole cost to the Participant.</p> <p>(b) Required repairs may include the restoration of rights-of-way, sidewalks, and landscaping to substantially the same condition as it was immediately before the effective date of the Participant’s License.</p> <p>(c) The obligation to remedy damaged property shall survive termination of a License.</p>

	(d) The Town will provide notice of property damage and require the remedy within a prompt but reasonable time frame that will be specified in notice.
Parking and Use Regulations	
<i>4.1.7. Obstructions</i>	<p>(a) Devices shall be parked in accordance with the Pilot rules, including but not limited to the Gilbert Town Code that prohibits parking of any device in such a manner as to potentially impede or obstruct ingress or egress in any rights-of-way.</p> <p>(b) Chapter 54 of the Gilbert Town Code defines what constitutes an obstruction.</p> <p>(c) Additionally, Participants shall avoid staging micromobility devices within ten (10) feet of the following locations:</p> <ul style="list-style-type: none"> ○ Loading zones ○ Accessible parking and associated loading zones ○ Curb ramps and signal push buttons ○ Fire lanes/red curb zones and fire hydrants ○ Driveways ○ Building entrances and exits <p>The Town reserves the right to modify the staging and separation requirements throughout the duration of the Pilot Program.</p>
<i>4.1.8. Spacing and Quantity</i>	<p>Participant shall comply with the following requirements:</p> <ul style="list-style-type: none"> i. Bus stops: no more than two (2) lawfully parked devices per company ii. All other locations: no more than four (4) lawfully parked devices per company at a minimum interval of approx. one hundred and fifty (150) feet
<i>4.1.9. Geo-Fencing for Parking and Operations</i>	<p>(a) All micromobility devices shall be equipped with technology that allows for geo-fencing.</p> <p>(b) Gilbert reserves the right to mandate parking and operations of Participant’s micromobility devices within specific geographical area(s), including geo-fenced “virtual station areas” or “virtual operating areas” as determined by the Town Manager. Any and all associated expenses shall be at the sole cost to the Participant.</p>
<i>4.1.10. Regulations for Shared Use of Rights-</i>	<p>(a) While operating in permissible areas, the operator of a micromobility device shall yield the right-of-way to pedestrians and other users.</p> <p>(b) To cross any prohibited location, bicycle lane, intersection, crosswalk, railroad track, or other prohibited location the operator of a</p>

<i>of-way and other Licensed Areas</i>	<p>micromobility device shall dismount the micromobility device and walk the micromobility device across said areas.</p> <p>(c) No person shall operate a micromobility device at a speed greater than the posted speed limit or at a speed greater than is reasonable and prudent under then-existing circumstances.</p> <p>(d) No person operating or riding upon a micromobility device shall attach themselves or the micromobility device to any other vehicle.</p> <p>(e) No person shall operate a micromobility device while carrying any package, bundle or other item that prevents the operator from safely steering the device.</p> <p>(f) When operating on public roadways, all operators of micromobility device shall comply with applicable rules and regulations of Arizona Revised Statutes, Title 28.</p>
Communications and Community Engagement	
<i>4.1.11. Customer Service</i>	Participant shall maintain a 24/7 staffed customer service phone number. Participant shall be responsible for investigating said concern or complaint and taking all measures to ensure device compliance according to the response times required in the operating standards, Section 4.1.5.
<i>4.1.12. Operations Representative</i>	Participant shall designate an experienced and competent “Operations Representative” to supervise all operations within the Town of Gilbert and be available to the Town by phone twenty-four (24) hours a day, seven (7) days a week (on-call basis). The Operations Representative shall be authorized to represent and act on behalf of a Participant in matters pertaining to all emergencies and the day-to-day operations of a micromobility company. Participant shall provide the Town with the name, street address, electronic mail address, and regular and after-hours telephone number of the Operations Representative.
<i>4.1.13. Device Identification</i>	The following information shall be included on the device in a location that is easily visible and photographable: (a) Company name; (b) toll-free phone number; (c) email address; and (d) a unique identification number for each micromobility device that matches the digital identification number that will be provided to the Town.
<i>4.1.14. Location Tracking</i>	<p>(a) All devices shall be equipped with a Global Positioning Satellite (GPS) tracker or another tracking technology mounted on the device that is capable of recording and transmitting the device’s location on demand in decimal degrees to four decimal places. The GPS technology shall be kept up-to-date and participants shall remove devices from deployment if the tracking device is not functioning properly.</p> <p>(b) All devices or device tracking components shall be capable of recording and transmitting the device’s location at the following times: 1) when the Participant deploys or removes the device; 2) when a trip begins and ends; 3) at least once every three minutes, if the device is</p>

	<p>being rented; and 4) at least once every 30 minutes, if the device is deployed and is not being rented.</p> <p>(c) Devices shall each have a unique digital identification number to use in data sharing/reporting as required by the Town.</p>
<i>4.1.15. Push Notifications</i>	<p>Participant shall agree to send information to the Customer via the app platform relating to the following topics:</p> <ul style="list-style-type: none"> • Gilbert specific rules and regulations; • Safety tips; and • Participant shall encourage the use of helmets.
<i>4.1.16. Customer Survey</i>	<p>Participants shall work with the Town to promote surveys through their app including “end of ride” satisfaction surveys. Data retrieved from the surveys shall be shared with the Town if requested in the data share agreement.</p>
<i>4.1.17. Gilbert 311 Application – Notification Procedures</i>	<p>Participants shall be required to utilize the Gilbert 311 application according to the procedures provided by the Town to engage in communication with the Town staff and residents regarding complaints and notices of violation.</p> <p>A detailed process guide for the rules governing the Gilbert 311 application notification procedures will be provided prior to execution of the Pilot Program License.</p>
<i>4.1.18. Coordination Meetings</i>	<p>Participants shall meet with the Town from time to time as requested by Town to discuss and coordinate matters addressed in the Pilot Program Terms.</p>
ADVERTISING RESTRICTIONS	
<i>4.1.19. Non-Sponsorship</i>	<p>No participant shall be authorized to use the name or logo of Gilbert or other Gilbert departments, or agencies, or to otherwise make any statement to state or imply Gilbert sponsors or supports a Participant or micromobility company, without prior written permission.</p>
<i>4.1.20 Signs</i>	<p>All signage is prohibited except unless approved pursuant to a sign permit. “Signage” does not refer to markings or decals on a micromobility device. If signage is required by the Town or by law, Participant shall comply with all of the following: (a) The location, size, content, and style of each sign shall be subject to the provisions of the applicable sign ordinance and shall comply with the Town’s sign programs, as the same may change from time to time; (b) Participant shall update signs as required to comply with changes in the applicable sign ordinance and sign programs (c) Participant shall design, make, install, and maintain all signage in a first-class, professional manner without broken panels, faded or peeling paint or other</p>

	damage, and (d) Participant shall bear all costs pertaining to the erection, installation, operation, maintenance, replacement and removal of all signs, including, but not limited to, the application for and obtaining of any required building or other permits regardless of the reason for any such activity, even if such activity is required by the Town pursuant to these Pilot Terms & License.
<i>4.1.21. No Third Party Advertising</i>	Participant shall not use a micromobility device, kiosk, or any other equipment for the sale or display of third party advertising within Gilbert.

ARTICLE 5. DATA OBLIGATIONS

- 5.1 During the term of the License, Participant shall make available to Town the data as more particularly set forth in a separate agreement with the Town (“Data”). At a minimum, the required data may include, but is not limited to, monthly reporting of: 1) flat file in agreed upon csv template capturing uniquely identified device activity within town borders: such as number of trips, distance traveled per trip, duration per trip, deployment numbers, utilization rates, device status changes and/or duration during non-operable times; 2) flat file in agreed-upon csv template on anonymized user activity within town borders: such as trip frequency per month, number of first time riders and repeat riders, and number of any scheduled delivery of device in advance directly to user; 3) other visualizations that help the town see heavily trafficked areas and corridors, as well as entry/exit points along Town’s geographical border; and 4) flat file in agreed upon csv template on complaints, including number reported, method of reporting, number resolved, and categorization of type of complaints.
- 5.2 Prior to execution of the License, all Participants shall meet with the Town to discuss specific data needs and requirements, as well as reporting capabilities to map to an output that can be standardized in a monthly csv data reporting. A data sharing agreement signed by the Town Manager will be required prior to execution of the License.
- 5.3 Examples of datasets that may be required include, but are not limited to:
- (a) User demographic data gathered by the system application that does not identify individual Users, payment methods or tie individuals to trip history, to the Town not less than monthly, using anonymized keys;
 - (b) Origin, routing, and destination data in heat map form;
 - (c) Trip details including total number of trips conducted and average trip length;
 - (d) Total number of devices in service in the past month and total number of devices needing repair or replacement;
 - (e) A point-map of the location of all micromobility devices at some designated time point on each day in the past month;
 - (f) Report on all crashes occurring involving micromobility devices in the past month;
 - (g) Report on all instances of Fleet rebalancing due to customer or Town request in the past month;

- (h) Summary report of vandalism or theft, and the information needed to access any police reports filed in the past month;
- (i) Report showing all maintenance and repair activities, including but not limited to device identification numbers and maintenance performed;
- (j) Report of all calls and emails received through the User-service hotline or other means, including telephone wait times, email response times, and the nature of the User inquiry; and
- (k) Report on monthly push notifications and or user surveys that are provided through the Participant’s app platform.

54 Participant shall provide data to the Town in an agreed upon format at a minimum interval of once per month, or as otherwise required by the Town.

55 Throughout the duration of the Pilot Program, the Town may modify the data requirements and will provide notice to the Participant detailing such requested changes. Data security requirements shall be addressed in data sharing agreement.

56 Except as specifically required by the Town, Participant will not share personally identifiable information with the Town. Participant shall share personally identifiable information in Participant’s possession about a device user with the Town where there is an injury alleged to be related to a device, or a claim or lawsuit against the Town and the device user may have information about, or responsibility for, the claim.

57 Participant shall not claim any legal right in its terms of use, privacy policy, or elsewhere to institute retroactive changes to its privacy policy and shall provide an opportunity for the User to explicitly assent prior to any changes to its data practices, including uses of data Participant collected under a prior policy.

ARTICLE 6. FINANCIAL OBLIGATIONS AND PENALTIES

6.1 **Fees and Penalties.** Each Pilot Program Participant shall be subject to the following non-refundable fees and penalties:

Type	Amount(s)
One-Time Pilot Program Fee for processing of application and management of program	\$2,500 per Participant, due at the time of application submittal
Monthly Operating Fee for use of Licensed Property	\$0.10 per ride, due monthly Fee for total number of rides per Participant shall be remitted monthly no later than the fifth (5 th) day of each month, along with any supporting documentation as required by the Town.

<p>Relocation Penalty for failure to respond and relocate any device within the time required by the Terms & License</p>	<p>Penalties: 1st failure: \$50 per device, per day. 2nd failure: \$250 per device, per day. 3rd and subsequent failures: \$500 per device, per day. 3rd and subsequent failures that are within one month of 1st failure: \$1,000 per device, per day.</p>
<p>311 Notice Procedure for failing to follow the 311 notification procedures as required by the Town.</p>	<p>\$50 per failure to follow 311 notification procedures.</p>
<p>Violation Penalty for violation of the License terms or data share agreement</p>	<p>1st failure: \$50 per day 2nd failure: \$250 per day 3rd and subsequent failures: \$500 per day 3rd and subsequent failures that are within one month of 1st failure: \$1,000 per day.</p>
<p>Hold Over Penalty for failure to remove entire fleet within the time required by the Town.</p>	<p>\$100 per device per day</p>
<p>Late Payment Penalty</p>	<p>Any required penalty that has been issued to a company shall be subject to a late payment penalty of 10% of the total amount owed per calendar day.</p>

ARTICLE 7. ASSURANCES

7.1 Each permit holder will be responsible for paying into a public property repair and maintenance performance bond that the Town can draw upon as needed for costs associated with auditing, removing and storing improperly parked vehicles. Minimum performance bond requirements are outlined below.

<p>Performance Bond Requirement: One performance bond equivalent to \$25 per device.</p>	<ul style="list-style-type: none"> • The total number of devices to be deployed in the Town shall be disclosed by the Participant at the start of the Pilot Program. • If a Company increases the size of its fleet by 25 or more devices, the performance bond shall be adjusted appropriately before deploying the additional devices. • The Town Manager has the authority to modify the performance bond requirements based on modifications to the Fleet size. • The total number of devices shall be determined by those that are officially deployed in the Town under these terms and conditions
---	--

	<p>and does not include devices that are left here by riders from adjacent jurisdictions.</p> <ul style="list-style-type: none"> • Bond to be released upon termination of the Program.
--	--

ARTICLE 8. INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, Participant shall indemnify, defend and hold harmless the Town of Gilbert, its elected and appointed officials, employees, agents, and all other representatives (hereinafter collectively referred to as the “Indemnified Parties”) from and against any and all claims, demands, suits, causes of action, expenses and other liability of whatsoever kind or nature whether in contract or tort, and by whomsoever brought, including without limitation reasonable attorney fees, fees for outside consultants, contractors and experts, and court costs, threatened or brought against any of the Indemnified Parties arising out of or relating to, or alleged to arise out of or relate to, any direct or indirect act or omission of Participant and its officers, directors, employees, agents, subcontractors, suppliers and other representatives for which it is responsible by contract or by law except to the extent actually caused by the sole intentional wrongdoing of one or more of the Indemnified Parties hereunder. This indemnity includes any claim arising out of the failure of Participant or any of its owners, officers, directors, employees, affiliates, contractors or agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Participant’s obligations under this article shall not be limited or defined in manner whatsoever by the amount of insurance required by Gilbert. The rights of the Indemnified Parties under this provision shall not be diminished, waived, discharged or released, in whole or in part, by the exercise of any other remedy allowed by law or other provisions of the Terms or License. The requirements of this indemnification provision shall survive the termination of the Pilot Program and Participant’s License.
- 8.2 To the fullest extent permitted by law, Participant shall indemnify, defend, save and hold harmless the Town and its officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and cost of claims processing, investigation and litigation) for any damage and loss arising in whole or in part, from the failure of Participant or any of its owners, officers, directors, employees, affiliates, contractors or agents, to comply with laws or requirements of the Pilot Program regarding data and privacy. This indemnity also includes any claim arising out of the use, misuse, or disclosure of User information by Participant or by any of its owners, officers, directors, employees, affiliates, contractors or agents. The obligations of Participant under this section shall survive the termination of this Agreement.
- 8.3 To the fullest extent permitted by law, Participant, for itself, its officers, directors, employees, agents and all other representatives of Participant, hereby releases, waives, holds harmless, and forever discharges the Town of Gilbert, and its elected and appointed officials, employees, agents, design professionals, project inspectors, separate contractors and consultants, and all other representatives together with all officers, directors, employees,

agents and representatives of any of them (hereinafter collectively referred to as the "Released Parties") from and against any and all actions, causes of action, damages, liability, obligations, rights, torts, wrongs and claims, including but not limited to claims of death and personal injury, regardless by whosoever brought, in any way related directly or indirectly, to the Pilot Program or the Participant's deployment, operation, or maintenance of any micromobility device within the Town of Gilbert, except to the extent actually caused by the sole intentional wrongdoing of the Town. Participant covenants not to make or bring any such claims against the Town of Gilbert or the Released Parties, and hereby releases and forever discharges the Town of Gilbert and the Released Parties from any and all liability under such claims. The obligations of Participant under this section shall survive the termination of this Agreement.

- 84 Indemnification under this Article shall be at Participant's sole cost and expense, and the Town shall reasonably approve selection of the counsel to represent the Town as proposed by Participant.
- 85 This agreement shall apply to all claims and liability regardless of whether any insurance of Participant, its affiliates or other parties are applicable thereto. The policy limits of any insurance of Participant, its affiliates or other parties are not a limitation upon the obligation of Participant, including without limitation, the amount of indemnification to be provided under this section. The provisions of this section shall survive the termination of this agreement.

ARTICLE 9. INSURANCE

- 9.1 Without limiting any liabilities or any other obligations of any Participant and any of its contractors and subcontractors under any Participant License or otherwise, Participant and each of its contractors and subcontractors shall provide and maintain, with forms and insurers acceptable to Town, and until all obligations under all Participant License are satisfied, the minimum insurance coverage, as follows unless otherwise agreed to in writing by the Town Attorney:
- (a) **Commercial General Liability Insurance.** Commercial General Liability Insurance, including coverage of contractual liability assumed under each Participant License, affording protection of not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, combined single limit for bodily injury and property damage, against damages because of, or on account of, bodily injuries to or the death of any person or destruction of or damage to the property of any person, occurring on or about any of Facilities or due in any way to the use, occupancy, maintenance or operation of Facilities.
 - (b) **Commercial automobile liability insurance.** Commercial automobile liability insurance with a combined single limit for bodily injury and property damage of not less than TWO MILLION DOLLARS (\$2,000,000.00) each occurrence with respect to vehicles assigned to or used in the performance of the work, whether owned, hired, or non-owned.

- 92 The insurance policies required by this Article shall include the Town of Gilbert, members of its governing bodies, its officers, agents and employees as additional insureds and shall stipulate that the insurance afforded for shall be primary insurance and that any insurance carried by the Town of Gilbert, members of its governing bodies, its officers, agents and employees shall be excess and not contributory.
- 93 Participant and each of its contractors and subcontractors (and the insurers providing the required coverages) shall waive all rights of subrogation against the Town of Gilbert, members of its governing bodies, its officers, agents, and employees.
- 94 Prior to execution of the License, Participant and each of its contractors and subcontractors shall furnish the Town Certificates of Insurance and related endorsements as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificates shall provide that not less than thirty (30) calendar days' prior written notice of cancellation, termination, or material change shall be sent directly to Town.
- 95 All insurance policies shall be obtained from companies duly authorized to issue such policies in the State of Arizona, having Best's ratings of "A" and acceptable to Town.

ARTICLE 10. OTHER

- 10.1 **Payment Amounts Cumulative.** All amounts payable by Participant hereunder or under any tax, assessment or other existing or future ordinance, law or other contract or obligations to the Town or the State of Arizona shall be cumulative and payable in addition to each other payment required hereunder, and such amounts shall not be credited toward, substituted for, or setoff against each other in any manner.
- 10.2 **Remedies Cumulative.** Unless otherwise specified in these Terms or Rules, the rights and remedies contained herein are not exclusive, but are cumulative of all rights and remedies that exist now or in the future.
- 10.3 **Taxes.** Participant agrees that it shall be solely responsible for the payment of any and all applicable taxes, fees and assessments.
- 10.4 **Workers' compensation insurance.** Participant shall at all times maintain adequate workers compensation insurance.
- 10.5 **Assignment.** Participant shall not assign, sell or transfer its interest under a Participant License without the prior written approval or consent of Town.
- 10.6 **Severability.** If any a provision of these Pilot Terms & License, including its exhibits, is invalidated by a court of competent jurisdiction, all other provisions hereof shall continue in effect.
- 10.7 **Attorneys' Fees and Expenses.** In the event of default or suit arising out of these Pilot Terms & License and its exhibits, the prevailing party or the non-defaulting party shall be entitled to recover its costs, expenses, reasonable attorneys' fees, experts' fees and witness fees of any type.

- 10.8**Non-Waiver.** The Town’s failure to enforce a term herein shall not prevent the Town from later enforcing that term and all other terms.
- 10.9**Exhibits.** The forms of exhibits attached to these Terms may change from time to time at the Town Manager’s discretion as the law changes or as technology and business needs change.
- 10.10**No Third Party Rights.** Neither the Pilot Terms & License nor any Participant License shall bestow any rights upon any third party. A Participant License binds and benefits the Town and Participant only.
- 10.11**Governing Law; Venue.** The Pilot Terms & License shall be governed in accordance with Arizona law. Venue shall be in Maricopa County.
- 10.12**Conflict of Interest.** In the event Town elects to cancel this Agreement due to a conflict of interest as outlined in A.R.S. § 38-511, as amended, Town agrees to immediately give notice thereof to Licensor.
- 10.13**Right to Audit.** During the Program and for two years thereafter, records of Company regarding the number of devices and the number of rides (“Records”) shall be open to inspection and subject to audit and/or reproduction by the Town during normal working hours for the purposes of verifying fees and tax compliance. To the extent necessary for the Town to audit Records as set forth herein, Company and its subcontractors hereby waive any rights to keep such Records confidential. The Town shall give reasonable advance notice of intended audits.

EXHIBIT B – DATA SHARING REQUIREMENTS

ARTICLE IV. BICYCLES AND MICROMOBILITY DEVICES¹

DIVISION 1. GENERALLY

Sec. 62-101. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Should any definition conflict with A.R.S. Title 28, the definition under state law shall apply:

Bicycle means a device, including a racing wheelchair, that is propelled by human power and on which a person may ride and that has either:

- (a) Two tandem wheels, either of which is more than 16 inches in diameter, or
- (b) Three wheels in contact with the ground, any of which is more than 16 inches in diameter.

For the purpose of this chapter, a bicycle is not a micromobility device.

Bicycle lane means a path or lane specifically designated for the preferential or exclusive use of bicycles.

Bus zone means an area specifically reserved for the loading and unloading of bus passengers.

Crosswalk means:

- (a) That part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs or in the absence of curbs from the edges of the traversable roadway, or
- (b) Any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.

Electric bicycle means a bicycle or tricycle that is equipped with fully operable pedals and an electric motor of less than 750 watts, which meets the requirements of a class 1, class 2 or class 3 electric bicycle. Except as otherwise provided in this chapter and state law, an electric bicycle is subject to the same provisions of this article as a bicycle.

- (a) *Class 1 electric bicycle* means a bicycle or tricycle that is equipped with an electric motor, which provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle or tricycle reaches the speed of 20 miles per hour.

¹Editor's note(s)—Ord. No. 2703, adopted Mar. 7, 2019, amended the title to art. IV to include micromobility devices.

-
- (b) *Class 2 electric bicycle* means a bicycle or tricycle that is equipped with an electric motor, which may be used exclusively to propel the bicycle or tricycle and is not capable of providing assistance when the bicycle or tricycle reaches the speed of 20 miles per hour.
 - (c) *Class 3 electric bicycle* means a bicycle or tricycle that is equipped with an electric motor, which provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle or tricycle reaches the speed of 28 miles per hour.

Electric personal assistive mobility device means a self-balancing device with one wheel or two non-tandem wheels and an electric propulsion system that limits the maximum speed of the device to 15 miles per hour or less and is designed to transport only one person.

Electric scooter means a device with no more than four wheels that has handlebars, is designed to be stood upon or seated by the operator, and is powered by an electric motor that is capable of propelling the device with or without human propulsion at a maximum speed of less than 20 miles per hour. This does not include a motorized wheelchair, power chair, or other electric devices that are designed primarily to assist with mobility.

Electric standup scooter means a device with no more than two wheels that has handlebars, is designed to be stood upon by the operator, and is powered by an electric motor that is capable of propelling the device with or without human propulsion at a maximum speed of less than 20 miles per hour.

Intersection means the area embraced within the prolongation or connection of the lateral curb lines, or if none, the lateral boundary lines of the roadways of two highways that join one another at, or approximately at, right angles, or the area within which vehicles traveling on different highways joining at any other angle may come in conflict. If a highway includes two roadways 30 or more feet apart, each crossing of each roadway of the divided highway by an intersecting highway is a separate intersection. If the intersecting highway also includes two roadways 30 or more feet apart, each crossing of two roadways of the highways is a separate intersection.

Median means an area in the approximate center of a street that is used to separate the directional flow of traffic.

Micromobility device, for the purpose of this chapter, means an electric bicycle, an electric personal assistive mobility device, an electric scooter, and an electric standup scooter. The town manager or a town director shall have the authority to designate additional types of devices as micromobility devices consistent with the law, so long as such designation is posted on the town's website. Micromobility device excludes non-electric bicycles, mopeds, motor driven cycles, motorcycles, motorized play vehicles, motorized skateboards, motorized quadricycles, and personal delivery devices.

Owner means the person or company who owns the bicycle or micromobility device or any person who is a lessee, conditional vendee or mortgagor of a bicycle or micromobility device with a right to immediate possession.

Park, if prohibited, means to leave unattended.

Pedestrian means any person afoot. A person who uses an electric personal assistive mobility device or a manual or motorized wheelchair is considered a pedestrian unless the manual wheelchair qualifies as a bicycle.

Person means an individual, firm, association, partnership, joint venture or corporation.

Multi-use path means a paved or unpaved shared-use path or trail that is specifically designated for non-motorized traffic and recreation, such as the shared-use paths and trails shown in the Gilbert Parks, Recreation, and Trails Master Plan.

Sidewalk means any area or way owned or controlled by the town and used for purposes of pedestrian traffic, whether or not it is paved.

Street, as used in this article, means any portion of roadway, highway, alley, thoroughfare, or other property that is open to the public for purposes of vehicular travel. Street includes the associated right-of-way, berm or shoulder, parkway, crosswalk, median, bicycle lane, and any associated roadway or access easement of the town.

Town property means any property, facility or improvement that is owned, leased, operated, maintained or managed by the town.

(Code 1984, § 12-2-1; Ord. No. 2703, § I, 3-7-19 ; Ord. No. 2709, § I, 5-2-19)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 62-102. Rental agencies—Display of article provisions.

Every person and entity engaged in the business of being a rental agency of new or used bicycles or micromobility devices, shall take proactive measures to inform its customers about applicable rules and regulations and shall provide a copy of this article to its customers, either in paper format or by means of a website or mobile application. No company shall engage in the business of renting micromobility device on property or rights-of-way of the town without express permission of the town.

(Code 1984, § 12-2-13; Ord. No. 2703, § I, 3-7-19)

Sec. 62-103. Operation of micromobility devices.

- (a) *Permissible areas of operation.* Subject to the restrictions in this chapter, a person may operate a micromobility device in the following locations unless prohibited by signage:
 - (1) Within a street with posted speed limits of 25 miles per hour;
 - (2) Within a multi-use path except that class 3 electric bicycles are prohibited on multi-use paths; and
 - (3) On a sidewalk except that class 3 electric bicycles are prohibited on sidewalks.
- (b) *Prohibited areas of operation.* Except as otherwise stated in this section, a person shall not operate a micromobility device in the following locations:
 - (1) Within any area where signage prohibits such operation;
 - (2) Within any designated bicycle lane, except that electric bicycles shall be permitted in designated bicycle lanes; and
 - (3) Within any public street where the speed limit is greater than 25 miles per hour.
- (c) *Rules of operation.*

-
- (1) When operating on public roadways, all operators of micromobility device shall comply with all traffic rules and regulations, including but not limited to the rules of the road under Title 28 of Arizona Revised Statutes. It is unlawful for any person operating a micromobility device to fail to obey the instructions of official traffic-control signals, signs, and other traffic direction devices applicable to vehicles, unless otherwise directed by a police officer.
 - (2) The operator of a micromobility device shall yield the right-of-way to pedestrians and other users by slowing down, stopping, or moving to the opposite side of the path, sidewalk, or street. A pedestrian or other user shall not suddenly traverse into the path of a micromobility device that is so close that it is impractical or impossible for the operator to yield.
 - (3) The operator of a micromobility device shall remain at a safe distance behind pedestrians and vehicles and shall not follow too closely.
 - (4) It is unlawful to operate a micromobility device across any prohibited areas of operation. The operator shall dismount the micromobility device and walk said device across all prohibited areas of operation.
 - (5) No person shall operate a micromobility device at a speed greater than the posted speed limit or at a speed greater than is reasonable and prudent under then-existing circumstances.
 - (6) No person shall operate an electric assisted micromobility device in the Town unless it is equipped with a braking system in sufficient working order to control and stop the movement of the device.
 - (7) No person operating or riding upon a micromobility device shall attach themselves or the micromobility device to any other vehicle or device.
 - (8) No person shall operate a micromobility device while carrying any package, bundle or other item that prevents the operator from safely steering the device.
 - (9) The owner of a micromobility device shall be responsible for all damage to public property caused by the micromobility device.
 - (10) Nothing in this chapter shall be interpreted to mean that, by designating permissible areas of operation, the town is deeming such areas as suitable or safe for any particular micromobility device. Each person operating a micromobility device shall be responsible for complying with the manufacturer's safety guidelines and recommendations. No operator of a micromobility device shall operate a micromobility device that has been structurally altered from the original manufacturer's design. No operator of a micromobility device shall allow passengers unless the device was designed by the manufacturer to allow for passengers.
 - (11) An electric standup scooter or electric scooter that is used at nighttime must be equipped with: (a) a lamp on the front that emits a white light visible from a distance of at least 500 feet to the front; and (b) a red reflector on the rear that is visible from all distances from 50 feet to 300 feet to the rear when the reflector is directly in front of lawful upper beams of head lamps on a motor vehicle. In addition to the red reflector, an electric standup scooter or electric scooter may also be equipped with a lamp that emits a red light visible from a distance of 500 feet to the rear.

-
- (12) A person shall not operate an electric standup scooter or electric scooter that is equipped with a siren or whistle, except that an electric standup scooter or electric scooter may be equipped with an anti-theft alarm.
- (13) An electric standup scooter or electric scooter shall be equipped with a brake that enables the operator to make the braked wheels skid on dry, level, clean pavement.
- (d) *Violations.* The town shall have the authority to issue a civil citation to any person deemed in violation of this section pursuant to section 1-5 of the Gilbert Municipal Code.
- (Ord. No. 2703, § I, 3-7-19 ; Ord. No. 2709, § I, 5-2-19)

Sec. 62-104. Reserved.

Editor's note(s)—Ord. No. 2408, § I, adopted Dec. 6, 2012, repealed § 62-104 which pertained to requirements for bicycle dealers and derived from § 12-2-10 of the 1984 Code.

Sec. 62-105. Parking.

No person shall park a bicycle or micromobility device in a manner that violates chapter 54 of this Code. The town manager shall have the authority to designate or limit areas available for parking bicycles and micromobility devices.

(Code 1984, § 12-2-11(H); Ord. No. 2703, § I, 3-7-19)

Sec. 62-106. Operation of bicycles.

- (a) It shall be unlawful to ride a bicycle on sidewalks where signs have been erected that prohibit said bicycling.
- (b) While riding on sidewalks in locations where bicycling is permitted, bicyclists shall yield the right-of-way to pedestrians and other users by slowing down, stopping, or moving to the opposite side of the path, sidewalk, or other applicable travelway.
- (c) The traffic engineer is authorized to erect signs along any roadway or sidewalk prohibiting the riding of bicycles thereon by any person, and, when such signs are in place, no person shall disobey the same.
- (d) Violation. Any person found to be in violation of this section is responsible for a civil violation.
- (e) For the purpose of this section only, "bicycle" shall not refer to an electric bicycle, motorized bicycle or micromobility device.

(Code 1984, § 12-11-11(I); Ord. No. 1025, § I, 4-15-97; Ord. No. 1362, § I, 8-21-01; Ord. No. 2703, § I, 3-7-19)

Sec. 62-107. Reserved.

Editor's note(s)—Ord. No. 1359, § I, adopted July, 24, 2001, repealed in its entirety § 62-107, bicycle helmets. Said section pertained to standards for protective headgear, and derived from Ord. No. 1348, § I, adopted May 29, 2001.

Secs. 62-108—62-125. Reserved.

DIVISION 2. RESERVED²

Secs. 62-126—62-140. Reserved.

²Editor's note(s)—Ord. No. 2408, § I, adopted Dec. 6, 2012, repealed Div. 2, §§ 62-126—62-134, which pertained to registration and derived from §§ 12-2-2(A)—(D) and 12-2-4—12-2-8 of the 1984 Code.

Municipality	Scooter Companies Deployed Currently 2/2022	Scooter Companies Deployed in Past	Max # of Devices	Status of Regulation	Where are they allowed?
Gilbert	Bird	Lime	None	<ul style="list-style-type: none"> Ordinance adopted March 7, 2019 Pilot Program - on going, company must fill out application, business license and pay fees 	Town-wide
Scottsdale	Bird	Lime, Razor	None	<ul style="list-style-type: none"> Ordinance 4372 adopted November 13, 2018, effective December 13, 2018. No special permits required and no fees to operate. Must have state transaction privilege tax license and city business license. 	City-wide
Tempe	Bird, Razor, Spin	Lime	None	<ul style="list-style-type: none"> Resolution adopted on Jan. 10, 2019, effective immediately. Active Program: Companies are required to obtain a right-of-way use license and pay applicable fees. 	City-wide
Peoria	None	None	200 per company	<ul style="list-style-type: none"> Temporary Ordinance No. 2018-36 and operating agreement expired. Will not put a program in place unless a company reaches out to them. Initiated 120-day pilot program and a 90-day temporary operating agreement but did not have any vendors. Agreement included new fees and also limits areas of deployment. 	City-wide
Phoenix	Razor, Spin	Lime, Bird	300 per company	<ul style="list-style-type: none"> Ordinance G-6602 adopted September 16, 2019 6-month pilot program Current pilot program extension started Oct. 1, 2020 and ends March 2022 Creating an RFP seeking 2 companies 	Downtown Phoenix only - Specific Geo fence area bordered north by McDowell Road, Buckeye Rd to south, &th Ave to west and 7th St. to east
Mesa	Bird	Lyft, Lime, Razor, Spin	None	<ul style="list-style-type: none"> Council approved start of Pilot Program February 1, 2020. Pilot program was renewed and will be re-evaluated February 1, 2022 Company must fill out License and provide insurance (Annual license) 	City-wide
Chandler	Bird		100, can go up to 250 max Min. 50 scooters per company	<ul style="list-style-type: none"> Active program started September 1, 2021, (No pilot program) Must fill out application and have city business license 	City-wide
Surprise	None	GOAT	100 max per company	<ul style="list-style-type: none"> Ordinance No. 2019-26 adopted October 1, 2019 Temporary Pilot Program from January 19, 2019 to April 28, 2020 Pilot Program expired - no program currently 	Designated entertainment district area only, (Map link)
Goodyear	Bird		None	No Program - December 2019 - temporary participant license. All rules under ordinance	City-wide

Municipality	Sidewalk VS Bike Lane Regulations	No-Ride Zones (Geo-fenced)	Parking Details	Re-stage every 24 hours?
Gilbert	<ul style="list-style-type: none"> Not allowed in bike lanes Allowed on sidewalks Allowed on streets posted 25 mph Allowed on multi-use paths (class 3 bicycle is prohibited) 	None (Want to add Parking structures in Downtown)	<ul style="list-style-type: none"> Max of (4) four devices parked together per company within 150 feet Downtown Gilbert has optional designated parking areas (PLZ's) Scooters cannot be parked in loading zones, ADA parking, curb ramps, fire lanes, fire hydrants, driveways, buildings entrances/exit No more than two (2) devices per company per bus stop 	yes
Scottsdale	<ul style="list-style-type: none"> On streets and in bike lanes with less than 40 mph speed limits. On sidewalks and shared-use paths. Not allowed on covered sidewalks in Old Town Scottsdale (private property) 	Parking Garages in Downtown The "U" Bar Area Scottsdale Waterfront Canal area Hospital Campus in Downtown Link of Map:	<ul style="list-style-type: none"> Max. of (5) five devices per company can be parked within 200 feet of each other. Must be parked in designated areas or bike racks, out of pedestrian walking area Scooters cannot be parked in ADA parking areas, curb ramps, fire lanes, fire hydrants, driveways, buildings entrances/exit, within landscaped area, medians or in front of public art 	No
Tempe	<ul style="list-style-type: none"> Treated like bicycles, Can ride on sidewalk when no bike lane is present and speed limit is greater than 25 mph can ride on bike lanes 	ASU Campus	<ul style="list-style-type: none"> Max. of 10 bikes and scooters staged together within 150 feet. Max. of (3) three adjacent to a bus stop. Operators shall stage scooters next to bike racks along Mill Ave. Operators are prohibited from staging in front of single family homes. Scooters cannot be parked in ADA parking areas. 	yes
Peoria	<ul style="list-style-type: none"> Sidewalks ONLY. Prohibited on streets, bike lanes and shared use paths or trails. 	None	<ul style="list-style-type: none"> Max of (3) three devices per company together Shall only be deployed at bus stops along arterial streets (83rd Ave, Thunderbird Ave, Peoria Ave.) Scooters cannot be parked in loading zones, ADA parking, curb ramps, fire lanes, fire hydrants, driveways, buildings entrances/exit 	yes - require all scooters be picked up by 9pm and redistributed at 6am
Phoenix	<ul style="list-style-type: none"> No riding on sidewalks Ride in bike lanes or streets 	Geo-Fence no ride zones	<ul style="list-style-type: none"> Designated parking corrals that are geo-fenced. (Users are required to park within area to end ride, locations on GIS map) Cannot impede ADA paths or ramps, sidewalk corners, property entrances, fire hydrants, vehicular travel lanes, transit zones, and loading zones. 	No
Mesa	<ul style="list-style-type: none"> Devices can be ridden on sidewalks or on streets 	Downtown Mesa "Walk your Wheels zone" Map link:	<ul style="list-style-type: none"> Max of (5) five devices grouped together per company. Groups shall be separated by 20 feet Devices must be parked in Right-of-way Device parking cannot block sidewalk, ADA access or parked under bus shelters, must be 20 feet from Grid bike racks and business entrances. 	yes
Chandler	<ul style="list-style-type: none"> No riding on sidewalks in downtown Can ride on sidewalks, bike lanes and low speed streets 	None	<ul style="list-style-type: none"> Max of (5) five devices or (3) three bicycles staged together (all companies) Groups of (2) two or more devices must be staged 150 feet apart. Downtown Chandler has designated parking areas Scooters cannot be parked in ADA parking areas, curb ramps, within 10' of traffic signal push buttons, in front of single family properties, within 100' of any k-12 school, fire lanes, fire hydrants, driveways, buildings entrances/exit, 	yes
Surprise	<ul style="list-style-type: none"> May ride on sidewalk when bike lane is not existing or when the road speed is great than 35 (should slow down to 5mph when passing a pedestr Same rules as a bicycle, Should ride in bike lanes 	None	<ul style="list-style-type: none"> Max of (5) five devices parked in a row min. 300 ft spacing. No designated parking areas. Device cannot block sidewalk, fire hydrants, parking spaces, loading zones, bicycle racks, entrys of commercial buildings or in front of residences Device cannot be deployed in city/community parks 	yes
Goodyear	<ul style="list-style-type: none"> Can ride on bike lane May ride on sidewalk when bike lane is not existing or when the road speed is great than 35 (should slow down to 5mph when passing a pedestr Same rules as a bicycle, Should ride in bike lanes 	None	<ul style="list-style-type: none"> Max of (4) four devices parked together per company within 200 feet 	No

Municipality	Time Constraints	Speed Constraints	Fees to operate	Fines
Gilbert	No riding 10pm-5am	· 15 mph max · 10 mph in dense pedestrian areas (Heritage District and San Tan Mall Area) · 10 mph on downtown pedestrian bridge	\$2,500 one-time application fee \$.10 per ride, due monthly	Relocation/Violation fee (per day) 1st violation- \$50 per device 2nd violation - \$250 per device 3rd violation - \$500 per device and if within 1 month of 1st violation \$1,000 per device \$50 - 311 Notice Violation \$100 - Hold over penalty per device per day
Scottsdale	None	No Speed Limit Constraint	No fees	If ordinance rules are not followed (per day) 1st violation- \$50 civil offense 2nd violation - \$250 civil offense 3rd violation - \$1,000 and if within 1 year of 1st violation class one misdemeanor (or can be considered civil offense and \$500)
Tempe	None	15 mph max	\$8,230.50 annual license application fee \$1.11 per device per day, right-of-way use fee	\$104.34 relocation fee
Peoria	No riding 9pm-6am	12 mph max	\$2,500 one-time application fee \$2.50 per device per month	\$25 relocation fee
Phoenix	No riding 12pm-5am	15 mph max	\$500 Application Fee \$7,500 6-month permit fee \$0.15 per ride	\$80 relocation fee
Mesa	None	15 mph max (scooter) 20 mph max (e-bike)	\$400- annual license fee and renewal	\$50 Impound fee per violation
Chandler	No riding 11pm-4:30am	15 mph max 5 mph max - Historic downtown square and city hall	\$3,000 one-time application fee \$.10 per ride	\$50 - First penalty \$250 - Second penalty \$500 - Third penalty
Surprise	No riding 10pm-5am	15 mph max (scooter) 20 mph max (e-bike)	\$2,500 per agreement \$2.50 per device per month	\$25 pick up fee
Goodyear	No riding 10pm-5am	15 mph max	No fees	Considered a civil traffic violation

Municipality	Insurance Requirements	Other	Website Link to more Info
Gilbert	Commercial General Liability Insurance Commercial Automobile Liability Insurance	<ul style="list-style-type: none"> · Must relocate/remove an obstructive device within 2 hours of notification 7am-7pm or 4 hours all other times · Must provide data to the town (monthly reporting Performance bond requirement - \$25 per device Device must be dismounted and walked at intersections, crosswalks, railroad track 	https://www.gilbertaz.gov/departments/development-services/transportation-planning/micromobility-pilot-program
Scottsdale	NA	<ul style="list-style-type: none"> · Illegal to operate an electric bike or scooter under the influence of alcohol. Penalties in place for when violations occur. · Scottsdale requests data share through LA Dockless Mobility data standard. · Must relocate/remove an obstructive device within 2 hours of notification 	https://www.scottsdaleaz.gov/codes/bike-scooters
Tempe	Commercial General Liability Insurance Workers Compensation Commercial Automobile liability insurance	<ul style="list-style-type: none"> · Requires companies to create education and parking plans for their customers. · Requires 20% of vehicles to be placed south of Broadway Rd. · Must provide monthly reporting and data to the city and be compatible with LADOT Mobility Data Specification · Tempe has release of liability forms- indemnification agreement for users and operators. 	https://www.tempe.gov/government/engineering-and-transportation/engineering/shared-active-transportation-vehicle-satv
Peoria	Commercial General Liability Insurance Workers Compensation	<ul style="list-style-type: none"> · Agreement includes insurance and indemnification provisions and data sharing agreement. · Operators must be 18 years of age and a licensed driver. 	
Phoenix	Commercial General Liability Insurance	<ul style="list-style-type: none"> · Must relocate/remove an obstructive device within 2 hours of notification · Has release of liability documents in application terms and conditions · Must provide a letter of credit for \$50,000 	https://www.phoenix.gov/streets/scooters
Mesa	Commercial General Liability Insurance Workers Compensation Insurance Commercial Automobile Liability Insurance	<ul style="list-style-type: none"> · If operator receives more than 6 Notice of Impound the license will be revoked. · -Must relocate/remove an obstructive device within 24 hours of notification 7am-7pm or 4 hours all other times · -Must provide the city with 100 helmets each year · Must provide data to the town (monthly reporting) 	https://www.mesaaz.gov/residents/streets-transportation/bike-pedestrian-program/shared-active-transportation-vehicles
Chandler	Commercial General Liability Insurance Workers Compensation Insurance Commercial Automobile Liability Insurance	<ul style="list-style-type: none"> · Must relocate/remove an obstructive device within 2 hours of notification 7am-7pm or 4 hours all other times 	https://www.chandleraz.gov/residents/transportation/bikes-and-scooters
Surprise	NA	<ul style="list-style-type: none"> · Devices must be removed 2 hours after receiving a complaint 	https://www.surpriseaz.gov/3786/SATV-Pilot-Program
Goodyear	NA	<ul style="list-style-type: none"> · Must relocate/remove an obstructive device within 2 hours of notification 7am-7pm or 48 hours all other times 	https://www.goodyearaz.gov/government/departments/engineering-development-services/engineering/transit/shared-mobility-devices-in-goodyear

Where Devices Can be Ridden - Comparison

E-scooter users are allowed to ride in/on...				
Municipality (Active Y/N)	Sidewalks	Bike lanes	Roadway	Trails/ Multi-use Path
Gilbert (Y)	Yes	No	Yes *if speed limit 25 mph or less	Yes *unless sign posted
Scottsdale (Y)	Yes *Except covered sidewalks in Old Town Scottsdale	Yes	Yes *if speed limit 35 mph or less	Yes
Tempe (Y)	Yes	Yes	Yes	Yes
Peoria (N)	Yes	No	No	No
Phoenix (Y)	No	Yes	Yes	NA
Mesa (Y)	Yes	Yes	Yes	Yes if within ROW
Chandler (Y)	Yes *Except Downtown	Yes	Yes *if low speed street	NA
Surprise (N)	Yes *If speed limit is more than 35 mph and/or no bike lane is present	Yes	Yes *if speed limit 25 mph or less	Yes
Goodyear	Yes	Yes *if the speed limit is less than 35mph	Yes *if speed limit 35 mph or less	Yes

Parking/Staging Devices

Staging Devices				
Municipality	Max # of Devices	Per Company/ Per Device	Spacing to other devices	Other Spacing Regs
Gilbert	4	Per Company	150 feet	2 max (per company) at bus stops. Downtown Gilbert has PLZ staging areas (No requirements to end ride in staged areas)
Scottsdale	5	Per Company	200 feet	
Tempe	10	Per Device	150 feet	3 max (per device) at bus stops and must be staged at bike racks on Mill Ave.
Peoria	3	Per Company	NA	Deployed at Bus Stops only
Phoenix		Per Device		All devices must be parked at designated parking corrals (pre-planned staging)
Mesa	5	Per Company	20 feet	Must be 20 feet from GRiD bike racks
Chandler	5 (3 bikes)	Per Device	150 feet	Downtown has designated parking areas
Surprise	5	Per Device	300 feet	
Goodyear	4	Per Device	200 feet	