

[Ordinance 21-008 - Amending Chapter 74 to Include Electric Scooters.pdf](#)

[E-Scooter Street Map.pdf](#)

[Memorandum of Understanding \(MOU\) -- Bird Scooters.pdf](#)

ORDINANCE NO. 21-008

AN ORDINANCE AMENDING CHAPTER 74,  
ENTITLED "BICYCLES AND MOTORCYCLES",  
OF THE CITY ORDINANCES  
OF THE CITY OF MONMOUTH, ILLINOIS

BE IT ORDAINED by the City Council of the City of Monmouth, Warren County, Illinois, as follows:

Section 1:

Chapter 74 of the Monmouth Code of Ordinances, entitled "BICYCLES AND MOTORCYCLES", is hereby amended to include the following:

**Section 74.50 - ELECTRIC SCOOTERS**

**§ 74.51 - Scope.**

The provisions of this Section shall apply to electric scooter operation and placement upon any street or upon any public right-of-way within the City of Monmouth, subject only to those exceptions stated in this Section. Where the provisions of this Section contradict and/or overlap with any state laws, the state law shall govern.

**§ 74.52 - Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

- (A) "Electric scooter" means a scooter with a floorboard that can be stood upon by the operator, with handlebars, and an electric motor that is capable of propelling the device with or without human propulsion at a maximum speed of nineteen (19) miles per hour.
- (B) "Owner" means any company, entity or individual that has ownership of an electric scooter.
- (C) "Private electric scooter" means any electric scooter owned and operated by a private individual.
- (D) "Shared electric scooter" means any electric scooter owned by a company authorized and permitted by the City of Monmouth to offer publicly accessible electric scooters through a pay-per-ride or subscription program under an agreement that incorporates the provisions of Section 74.55 of this chapter.
- (E) "User" means any person who is operating an electric scooter.

**§ 74.52 - Application of traffic laws to electric scooters.**

Every person riding an electric scooter within the City of Monmouth shall be granted all the rights and shall be subject to all the duties applicable to the driver of a vehicle by the laws of this state including the provisions of 625 ILCS 5/11-1501, et. seq. applicable to bicycles as defined in said section and the traffic provisions of this code applicable to the driver of a vehicle, except as to special regulations in this Section and except as to those provisions of laws and ordinances which by their nature are inapplicable to such persons.

**§ 74.53 - Electric scooter rules and regulations.**

(A) Obedience to Traffic Control Devices.

(1) Any person operating an electric scooter shall comply with Illinois Statutes, including 625 ILCS 5/11-1501, et. seq. applicable to bicycles

(2) User Age Restrictions. No person younger than seventeen (17) shall operate an electric scooter.

(3) Manner of Riding an Electric Scooter. No electric scooter shall be used to carry more persons at one time than the number for which it is designed and equipped.

(4) Speed Restrictions. No person shall operate an electric scooter at a speed greater than is reasonable and prudent under the condition then and there existing provided it does not exceed nineteen (19) miles per hour.

(5) Riding on Sidewalks.

(a) No person shall ride an electric scooter upon a sidewalk.

(b) Any person traveling on the sidewalk with an electric scooter shall dismount before entering the sidewalk throughway and walk the electric scooter along the sidewalk.

(c) No person shall start or stop an electric scooter trip on the sidewalk.

(6) Carrying Articles. No person operating an electric scooter shall carry any package, bundle, or article which prevents the user from keeping both hands upon the handlebars.

(7) Lamps and Equipment on Electric Scooters.

(a) Electric scooters in use at nighttime shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least five hundred (500) feet to the front with a lamp emitting a red light visible from a distance of five hundred (500) feet to the rear.

(b) Electric scooters shall be equipped with a kick stand to prevent them from toppling over when parked.

(8) Electric Scooter Parking/Placement.

(a) Electric scooters are permitted to be secured at the bicycle racks in the city for up to four consecutive days without being utilized.

(b) Electric scooters shall be parked in designated electric scooter parking areas if they are available and advertised as such by either signage, pavement markings, or racks.

(c) Electric scooters may be attached or secured to the bicycle rack with a U-lock, chain lock, or any type of lock made specifically for bicycles. No person shall attach or secure an electric scooter to any fixed object not suited for electric scooter parking or typically used for bicycle parking. No person or owner shall leave an electric scooter lying on or standing upon the sidewalk or any portion of the city's right-of-way as to impede the pedestrian egress pathway such that less than four feet shall remain for pedestrian travel.

(B) Abandonment of Electric Scooters.

(1) An electric scooter may be deemed abandoned by the city if:

(2) It has been parked for a period of forty-eight (48) or more consecutive hours except in designated bicycle racks and approved marked areas;

(3) It appears visually to be in a state of prolonged disuse such that it has deflated tires, damaged or missing equipment making it inoperable, accumulated debris associated with it;

(4) It is found in any other condition in which an electric scooter would be deemed abandoned; or

(5) It is parked, placed or left on a roadway or in any public right-of-way in violation of this chapter.

(6) It shall be unlawful for any person, user or owner to abandon any electric scooter within the city.

(7) In the event that an electric scooter is deemed to be abandoned as defined herein, the city's department of public works, or the police department shall have the authority to seize and impound same or place an abandoned electric scooter notice, in the form of an adhesive sticker, on the electric scooter itself to notify the user and/or owner that said electric scooter is deemed to be abandoned pursuant to this section and that it will be removed and disposed of if not removed.

(8) The notice in the form of an adhesive sticker shall state the following:

(a) The date after which the electric scooter may be removed if the owner/user does not remove and reclaim it; and

(b) The name and contact information of a city representative to contact in case the electric scooter has been mistakenly identified as abandoned.

(9) Once an abandoned notice sticker has been placed on the electric scooter, the owner of the electric scooter shall have forty-eight (48) hours as set forth on the notice sticker to remove the electric scooter from the location. If it is not removed within the forty-eight (48) hour notice period as provided on the sticker, it may thereafter be removed from its location by any means necessary and held by the city until claimed by the owner as provided for in this section. If the electric scooter is not claimed, it shall be disposed of by the city in accordance with the law.

(10) Any electric scooter seized by the city pursuant to this section shall be impounded by the city and only released to the owner after payment to the city of the seizure and impoundment fee of one hundred dollars (\$100.00). Any electric scooter not claimed by its owner within ten (10) days of the date of impoundment shall pay a two dollar (\$2.00) per day fee from the date of impoundment. Any electric scooter not claimed by the owner shall be disposed of by the city in accordance with the law.

(C) Shared Electric Scooter Rental Restriction. The shared electric scooter user shall be the same person who made the rental reservation. No person shall rent a shared electric scooter for another user.

(1) Electric Scooter Charging. No electric scooter battery shall be recharged in the public right-of-way without prior written authorization from the city.

(2) Electric Scooter Disposal. All electric scooters shall be disposed of in a manner in accordance with state and federal regulations as they relate to hazardous materials disposal.

#### **§ 74.54 - Violations and penalties.**

In the event that any user or owner violates the terms of this Section, the violator shall be subject to a fine in the Municipal Court of the City of Monmouth in an amount of one hundred fifty dollars (\$150.00). No court appearance shall be required for this violation if said fine is paid as provided for on the citation.

#### **§ 74.55 - Shared electric scooters services and programs.**

(A) Any shared electric scooter company may operate their service within Monmouth provided they meet the following criteria:

(1) The company providing the shared electric scooter service shall agree with the city on the number of electric scooters that they can operate at any given time. The number of electric scooters per each company will be limited to no more than seventy-five (75) scooters.

(2) All electric scooters that are part of a shared electric scooter service shall be required to have a minimum of two wheels.

(3) The company will provide the city an annual license fee of twenty-five dollars (\$25.00) per scooter in an effort to mitigate the cost of additional electric scooter enforcement, the creation of electric scooter infrastructure, and education around the topic of electric scooter safety. Said license fee shall be paid annually through the City Clerk's Office and be effective from May 1<sup>st</sup> through April 30<sup>th</sup> of the following year.

(4) The company shall will provide users with an opportunity for the use of a helmet through the providers application used in the rental process.

(5) The city will set a maximum number of electric scooters provided in aggregate by all companies to be permitted to operate with the city. The number is to be no more than two hundred fifty (250) electric scooters.

(6) Company shall provide city with proof of insurance coverage exclusively for the operation of stand-up electric scooters including:

(a) Commercial general liability insurance coverage with a limit of no less than one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) aggregate;

(b) Automobile insurance coverage with a limit of no less than one million dollars (\$1,000,000.00) each occurrence and one million dollars (\$1,000,000.00) aggregate;

(c) Umbrella or excess liability coverage with a limit of no less than five million dollars (\$5,000,000.00) each occurrence/aggregate; and

(d) Where company employs persons within the city, workers' compensation coverage of no less than the statutory requirement.

(7) If company collects anonymized fleet and ride activity data for all trips starting or ending within the jurisdiction of city on any vehicle of licensee or of any person or company controlled by, controlling, or under common control with licensee, then that data will be shared with the city, provided steps are taken to ensure individual privacy and protect trade secrets.

(8) The company will be required to have an identification plate on all of their electric scooters.

(9) The company will disable and store away all electric scooters on days of inclement weather and for forty-eight (48) hours following a snowfall of greater than five inches.

(10) The following map designates those areas of the City of Monmouth where shared electric scooters are **NOT** permitted.

Section 2:

In all other respects, Chapter 74 of the Monmouth Code of Ordinances previously enacted shall remain in full force and effect.

Section 3:

This ordinance shall be in full force and effect ten (10) days after this due publication in pamphlet form, passage and approval thereof as provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2021.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2021.

---

MAYOR

ATTESTED:

---

CITY CLERK

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent or not voting: \_\_\_\_\_



## Memorandum of Understanding

Monmouth will permit Bird Rides, Inc. to provide services under the following terms and limitations. This agreement shall remain in effect until January 2022 unless terminated as set forth below.

### AGREEMENT

- 1) Scope: This Agreement and its terms apply to any proposed deployment of Stand-up electric scooter sharing systems within Monmouth's jurisdictional boundaries. No person shall deploy a Stand-up electric scooter sharing system in the Monmouth in violation of this Agreement.
- 2) Stand-up electric scooters shall be governed by the rules applying to bicycles and are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up electric scooters shall be 18 or older. Users of Stand-up electric scooters who violate these provisions may be fined by Monmouth consistent with fines for cyclists.
- 3) Bird Rides, Inc. shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices.
- 4) Hours of operation: Stand-up electric scooters will be made available to rent from 4 a.m. to midnight (local time)
- 5) Bird Rides, Inc. shall provide a minimum of 25 vehicles at launch.
- 6) Safety Education: Bird Rides will provide materials, videos, signage to promote safe riding and educate riders on rider responsibilities and encourage safe and courteous riding and parking.
- 7) Data sharing: Bird Rides, Inc. will provide data to Monmouth as necessary to assist with monitoring program usage.
- 8) Indemnification: Bird Rides, Inc. agrees to indemnify, defend and hold harmless Monmouth (and City's/ County's employees, agents and affiliates) from and against all actions, damages or claims brought against Monmouth arising out of Bird Rides, Inc.'s negligence or willful misconduct, except that Bird Rides, Inc.'s indemnification obligation shall not extend to claims of City's / County's (or City's / County's employees', agents' or affiliates') negligence or willful misconduct. Monmouth expressly acknowledges that in no event shall Bird Rides, Inc. be liable for any special, indirect, consequential or punitive damages. Bird Rides, Inc.'s indemnification obligations shall survive for a period of one (1) year after expiration of this Agreement. Bird Rides, Inc. shall be released from its indemnification obligations under this section if the loss or damage was caused by the City's / County's negligent construction or maintenance of public infrastructure. City's / County's right to indemnification shall be contingent on Monmouth notifying Bird Rides, Inc. promptly following receipt or notice of any claim; Bird Ride, Inc. shall have sole control of any defense; Monmouth shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Bird Ride, Inc.
- 9) Insurance: Bird Rides, Inc. shall provide Monmouth with proof of insurance coverage exclusively for the operation of Stand-up electric scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; and (c) where Bird Rides, Inc. employs persons within the Monmouth, Workers' Compensation coverage of no less than the statutory requirement.
- 10) Notices: All notices and communications to the Monmouth from Bird Rides, Inc. shall be made in writing (includes electronic communications) and sent to the address below.
- 11) Either party may terminate this agreement at any time and without cause upon (30) days prior written notice.
- 12) In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.
- 13) The parties acknowledge that Bird Rides, Inc. may utilize independent business logistics providers to facilitate local operations. Bird's use of these logistics providers does not constitute a transfer or assignment of this Agreement, and Bird Rides, Inc. remains responsible for all obligations and requirements under this Agreement.
- 14) This agreement shall be governed by and construed in accordance with the laws of the state.

Monmouth, Illinois

**Bird Rides Inc**

Recommended By:

Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved By:

Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_