

Oak Park City Council Agenda

July 18, 2022





AGENDA
REGULAR CITY COUNCIL MEETING
39th CITY COUNCIL
OAK PARK, MICHIGAN
July 18, 2022
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. CONSENT AGENDA

The following routine items are presented for City Council approval without discussion, as a single agenda item. Should any Council Member wish to discuss or disapprove any item it must be dropped from the blanket motion of approval and considered as a separate item.

- A. Regular City Council Meeting Minutes of July 5, 2022
- B. Special City Council Meeting Minutes of July 5, 2022
- C. Request to advertise for bids for the 2022 Sewer & Catch Basin Cleaning and Television Inspection Project, M-747
- D. Request to advertise for bids for 2022 Block Pruning Project, M-748
- E. Request to approve Payment Application No. 3 for the 2021 Miscellaneous Concrete Project to Mattioli Cement Company of Fenton, Michigan for the amount of \$156,308.60
- F. Licenses New and Renewals submitted for July 18, 2022

6. RECOGNITION OF VISITING ELECTED OFFICIALS

7. SPECIAL RECOGNITION/PRESENTATIONS:

- A. Strategic Plan Update

8. PUBLIC HEARINGS: None

9. COMMUNICATIONS: None

10. SPECIAL LICENSES:

- A. Request for a Special Event License and waiver of fee submitted by the Arts and Cultural Diversity Commission for the annual Oak Park Film Festival to be held September 16-18, 2022
- B. Request for a Special Event License submitted by Book Beat, 26010 Greenfield, for a 40th Anniversary Store Celebration to be held August 28, 2022

11. ACCOUNTING REPORTS: None

12. BIDS: None

13. ORDINANCES:

- A. Second reading and adoption of an ordinance to amend Chapter 6, Alcoholic Liquors, Article III, Regulation of On-the-Premises Consumption, of the Code of Ordinances of the City of Oak Park, Michigan, by amending Sections 6-52, 6-54, 6-55, 6-56, 6-58, 6-59, and 6-68 thereof

14. CITY ATTORNEY:

15. CITY MANAGER:

City Clerk

A. Introduction of Jo Lynn Williams, Deputy City Clerk and Director of Elections

Administration

B. Request to approve the Pilot E-Scooter Operating Agreement with Bird Rides, Inc. upon final review and approval by the City Attorney

Technical and Planning

C. Request to authorize City Manager Tungate to sign a one-year contract with SAFEbuilt Michigan, LLC, for inspection and plan review services

16. CALL TO THE AUDIENCE

Each speaker's remarks are a matter of public record; the speaker, alone, is responsible for his or her comments and the City of Oak Park does not, by permitting such remarks, support, endorse or accept the content, thereof, as being true or accurate. "Any person while being heard at a City Council Meeting may be called to order by the Chair, or any Council Member for failure to be germane to the business of the city, vulgarity, or personal attacks on persons or institutions." There is a three-minute time limit per speaker.

17. CALL TO THE COUNCIL

18. ADJOURNMENT

The City of Oak Park will comply with the spirit and intent of the American with Disabilities Act. We will provide support and make reasonable accommodations to assist people with disabilities to access and participate in our programs, facilities and services. Accommodations to participate at a Council Meeting will be made with 7-day prior notice.



**CITY OF OAK PARK, MICHIGAN
REGULAR COUNCIL MEETING OF THE
39th OAK PARK CITY COUNCIL
July 5, 2022
7:00 PM**

MINUTES

The meeting was called to order at 7:00 PM by Mayor McClellan in the Council Chambers of City Hall located at 14000 Oak Park Boulevard, Oak Park, MI 48237. (248) 691-7544.

PRESENT: Mayor McClellan, Council Member Burns, Council Member Radner,
Council Member Whitehead

ABSENT: Mayor ProTem Edgar

OTHERS

PRESENT: City Manager Tungate, City Clerk Norris, City Attorney Krause

**CM-07-232-22 (AGENDA ITEM #4) ADOPTION OF THE AGENDA AS
PRESENTED – APPROVED**

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to approve the agenda as presented.

Voice Vote:	Yes:	McClellan, Burns, Radner, Whitehead
	No:	None
	Absent:	Edgar

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-07-233-22 (AGENDA ITEM #5A-E) CONSENT AGENDA - APPROVED

Motion by Burns seconded by Radner, CARRIED UNANIMOUSLY, to approve the Consent Agenda consisting of the following items:

- A. Regular City Council Meeting Minutes of June 20, 2022 **CM-07-234-22**
- B. Request to approve payment of an invoice from OHM Advisors for 8 Mile Booster Station Rehabilitation and Nine Mile Road Design Engineering in the amount of \$25,817.00.00 **CM-07-235-22**
- C. Recycling and Environmental Conservation Commission Meeting Minutes of May 19, 2022 **CM-07-236-22**
- D. Request to declare listed vehicles surplus and sold by sealed bid, public auction, or disposal at the lowest expense to the city in accordance with city policy **CM-07-237-22**
- E. Licenses New and Renewals submitted for July 5, 2022 **CM-07-238-22**

**MERCHANT'S LICENSES – July 5, 2022
(Subject to All Departmental Approvals)**

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
HUNTINGTON CLEANERS	13105 CAPITAL AVE	\$150.00	WAREHOUSE/STORAGE
SWEEP AMERICA	21430 COOLIDGE	\$150.00	LOT SWEEPING
LINCOLN COOLIDGE MARKET	25901 COOLIDGE	\$150.00	
DE-TWAH LUXURY EYEWEAR	21700 GREENFIELD 313	\$150.00	LUXURY EYEWEAR
<u>RENEWALS (2022)</u>	<u>ADDRESS</u>	<u>FEE</u>	
MELROSE COUTURE	22121 COOLIDGE HWY	\$225.00	LADIES CLOTHING
SUNBELT RENTALS	12992 W EIGHT MILE RD	\$150.00	RENTALS AND TOOL SALES
8 MILE ELECTRONICS	13630 W EIGHT MILE RD	\$150.00	SALES AND REPAIR SHOP
EYECARE4U	23300 GREENFIELD RD	\$225.00	OFFICE - RETAIL
	114		
M K BEAUTY SUPPLY	25254 GREENFIELD RD	\$225.00	BEAUTY SUPPLY
REMEDY INVEST & FINANCE	25900 GREENFIELD RD #	\$225.00	OFFICE
	507		
DTLR	26130 GREENFIELD RD	\$225.00	CLOTHING AND SHOES
LIVE MONDO CREATE	8136 W NINE MILE RD	\$225.00	OFFICE
RENOVATE			

Voice Vote:	Yes:	McClellan, Burns, Radner, Whitehead
	No:	None
	Absent:	Edgar

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS: None

SPECIAL RECOGNITION/PRESENTATIONS:

(AGENDA ITEM #7A) Special Gift Presentation by Steve Gold. Oak Park resident Steve Gold presented a check to Public Safety Director Cooper in support of the Public Safety Ice Cream Truck.

(AGENDA ITEM #7B) GovQA Relaunch Presentation. Resident Services Coordinator Tim Ciechorski provided an update on the city program that has provided enhanced services to the public.

PUBLIC HEARINGS: None

COMMUNICATIONS: None

SPECIAL LICENSES: None

ACCOUNTING REPORTS: None

BIDS: None

ORDINANCES:

CM-06-221-22 (AGENDA ITEM #13A) FIRST READING OF AN ORDINANCE TO AMEND CHAPTER 6, ALCOHOLIC LIQUORS, ARTICLE III, REGULATION OF ON-THE-PREMISES CONSUMPTION, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN, BY AMENDING SECTIONS 6-52, 6-54, 6-55, 6-56, 6-58, 6-59, AND 6-68 THEREOF - APPROVED

Motion by Radner, seconded by Whitehead, CARRIED UNANIMOUSLY, to approve the first reading of an ordinance to amend Chapter 6, Alcoholic Liquors, Article III, Regulation of On-the-Premises Consumption, of the Code of Ordinances of the City of Oak Park, Michigan, by amending Sections 6-52, 6-54, 6-55, 6-56, 6-58, 6-59, and 6-68 thereof.

Roll Call:	Yes:	McClellan, Burns, Radner, Whitehead
	No:	None
	Absent:	Edgar

MOTION DECLARED ADOPTED

CITY ATTORNEY: No Report

CITY MANAGER:

Administration

CM-07-240-22 (AGENDA ITEM #15A) REQUEST TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE A PILOT E-SCOOTER PROGRAM AGREEMENT WITH BIRD RIDE INC - APPROVED

Motion by Radner, seconded by Whitehead, CARRIED UNANIMOUSLY, to authorize the City Manager to negotiate a pilot e-scooter program agreement with Bird Ride Inc:

Economic Development

CM-07-241-22 (AGENDA ITEM #15C) RESOLUTION APPROVING PURCHASE OF TAX FORECLOSED PROPERTIES - APPROVED

Motion by Whitehead, seconded by Radner, CARRIED UNANIMOUSLY, to adopt the following resolution approving purchase of tax foreclosed properties:

CITY OF OAK PARK
OAKLAND COUNTY, MICHIGAN

RESOLUTION APPROVING PURCHASE OF TAX FORECLOSED PROPERTIES

At a Regular Meeting of the City Council of the City of Oak Park, Oakland County, Michigan, held at Oak Park City Hall located at 14000 Oak Park Boulevard on the 5th day of July, 2022, at 7:00 p.m.

WHEREAS, the General Property Tax Act at MCL 211.78M, as amended, (the “Act”) authorizes the City of Oak Park (“City”) to purchase properties located within the City that were tax foreclosed by the Oakland County Circuit Court on April 1, 2019, and by the County Treasurer under Public Act 123 of 1999, as amended, subject to the provisions of the Act; and

WHEREAS, the Oak Park City Council has determined that it is in the best interest of the City to exercise its option to purchase the foreclosed properties identified on the Attached Addendum “Oak Park Tax Sale 2022”; and

WHEREAS, the Oak Park City Council finds that it is necessary and in the best interest of the public to purchase the referenced properties for the minimum bid amount for the public purpose of renovating and selling them primarily for owner occupancy in order to maintain and stabilize neighborhoods and commercial properties within the community.

NOW, THEREFORE, the City Council of the City of Oak Park, Oakland County, Michigan resolves as follows:

1. Pursuant to the Act, the City hereby approves the purchase of the properties identified on the attached addendum “Oak Park Tax Sale 2022” for the not to exceed purchase price of \$255,800.
2. The Economic Development Director is hereby directed to file a copy of this Resolution with the Oakland County Treasurer no later than Wednesday, July 6, 2022.
3. Any and all Resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

Roll Call Vote:	Yes:	McClellan, Burns, Whitehead, Radner
	No:	None
	Absent:	Edgar

MOTION DECLARED ADOPTED

Recreation

CM-07-242-22 (AGENDA ITEM #15C) REQUEST TO APPROVE A SWIMMING POOL USE AGREEMENT BETWEEN THE CITY OF OAK PARK AND THE CITY OF SOUTHFIELD SUBJECT TO FINAL REVIEW BY THE CITY ATTORNEY - APPROVED

Motion by Radner, seconded by Whitehead, CARRIED UNANIMOUSLY, to approve the following Swimming Pool Use Agreement between the City of Oak Park and the City of Southfield subject to final review by the city attorney:

Roll Call Vote:	Yes:	McClellan, Burns, Whitehead, Radner
	No:	None
	Absent:	Edgar

MOTION DECLARED ADOPTED

CALL TO THE AUDIENCE:

Idella Atkins, 21140 Westhampton, discussed an ordinance revision that would require homeowners to be responsible for shrub overgrowth at the rear of their properties.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 8:57 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



**CITY OF OAK PARK, MICHIGAN
SPECIAL COUNCIL MEETING OF THE
39th OAK PARK CITY COUNCIL
July 5, 2022
5:30 PM**

MINUTES

Mayor McClellan called the special meeting to order at 5:30 p.m. in the Executive Conference Room of Oak Park City Hall, 14000 Oak Park Boulevard, Oak Park, MI 48237. (248) 691-7544.

PRESENT: Mayor McClellan, Council Member Burns (Arrived at 5:40 p.m.), Council Member Radner, Council Member Whitehead

ABSENT: Mayor Pro Tem Edgar

OTHERS

PRESENT: City Manager Tungate, City Clerk Norris, City Attorney Krause, Human Resources Director Burke, Deputy City Manager VanVleck, Economic Development Director Marrone, DPW Director DeCoster

SPECIAL BUSINESS:

(AGENDA ITEM A) Discussion regarding Oakland County's investment in Oak Park Parks and Recreation.

Chris Ward from Oakland County Parks presented information regarding a proposal that would facilitate the creation of a new county park/nature preserve in a portion of Shepherd Park. A copy of the presentation is on file with the City Clerk.

There was consensus among council that city administration begin work on a Memorandum of Understanding that would be presented to Council at an upcoming meeting.

CM-07-229-22

**MOTION TO ADJOURN INTO CLOSED SESSION TO DISCUSS
ATTORNEY CLIENT PRIVILEGED COMMUNICATION
- APPROVED**

Motion by Radner, Seconded by Burns, CARRIED UNANIMOUSLY, to adjourn into Closed Session to discuss attorney client privileged communication.

Roll Call Vote:	Yes:	McClellan, Radner, Burns, Whitehead
	No:	None
	Absent:	Edgar

MOTION DECLARED ADOPTED

The Closed Session began at 6:45 PM. The Regular Meeting reconvened at 6:55 PM.

CM-07-230-22 CLOSED SESSION MINUTES - APPROVED

Motion by Burns, seconded by Whitehead, CARRIED UNANIMOUSLY, to approve the minutes of the 07-05-22 Closed Session.

Voice Vote:	Yes:	McClellan, Radner, Burns, Whitehead
	No:	None
	Absent:	Edgar

MOTION DECLARED ADOPTED

**CM-07-231-22 MOTION TO AUTHORIZE THE CITY PROSECUTOR TO
DISMISS THE CASE REGARDING THE SECRETARY OF STATE
MATTER - APPROVED**

Motion by Radner, seconded by Burns, CARRIED UNANIMOUSLY, to authorize the city prosecutor to dismiss the case regarding the Secretary of State matter.

Roll Call Vote:	Yes:	McClellan, Radner, Burns, Whitehead
	No:	None
	Absent:	Edgar

MOTION DECLARED ADOPTED

CALL TO THE AUDIENCE:

There were no members of the audience who wished to speak.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the special meeting at 6:57 p.m.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



5C

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: July 18, 2022

AGENDA #

SUBJECT: Request to bid the 2022 Sewer and Catch Basin Cleaning and Television Inspection Project, M-747.

DEPARTMENT: Technical & Planning - Engineering *KMG*

SUMMARY: Plans and specifications are nearly complete for the 2022 Sewer and Catch Basin Cleaning and Television Inspection Project, M-747. This project will clean and televise sewers and catch basin lines in the area shown on the attached map.

FINANCIAL STATEMENT: There is \$350,000 budgeted in the FY 22/23 budget for this expenditure.

RECOMMENDED ACTION: It is recommended that the request to advertise for bids for the 2022 Sewer & Catch Basin Cleaning and Television Inspection Project, M-747 be approved. Funding is available in the Water and Sewer Fund No. 592-18-550-930.

APPROVALS:

City Manager: _____ ET _____

Department Director: RB _____

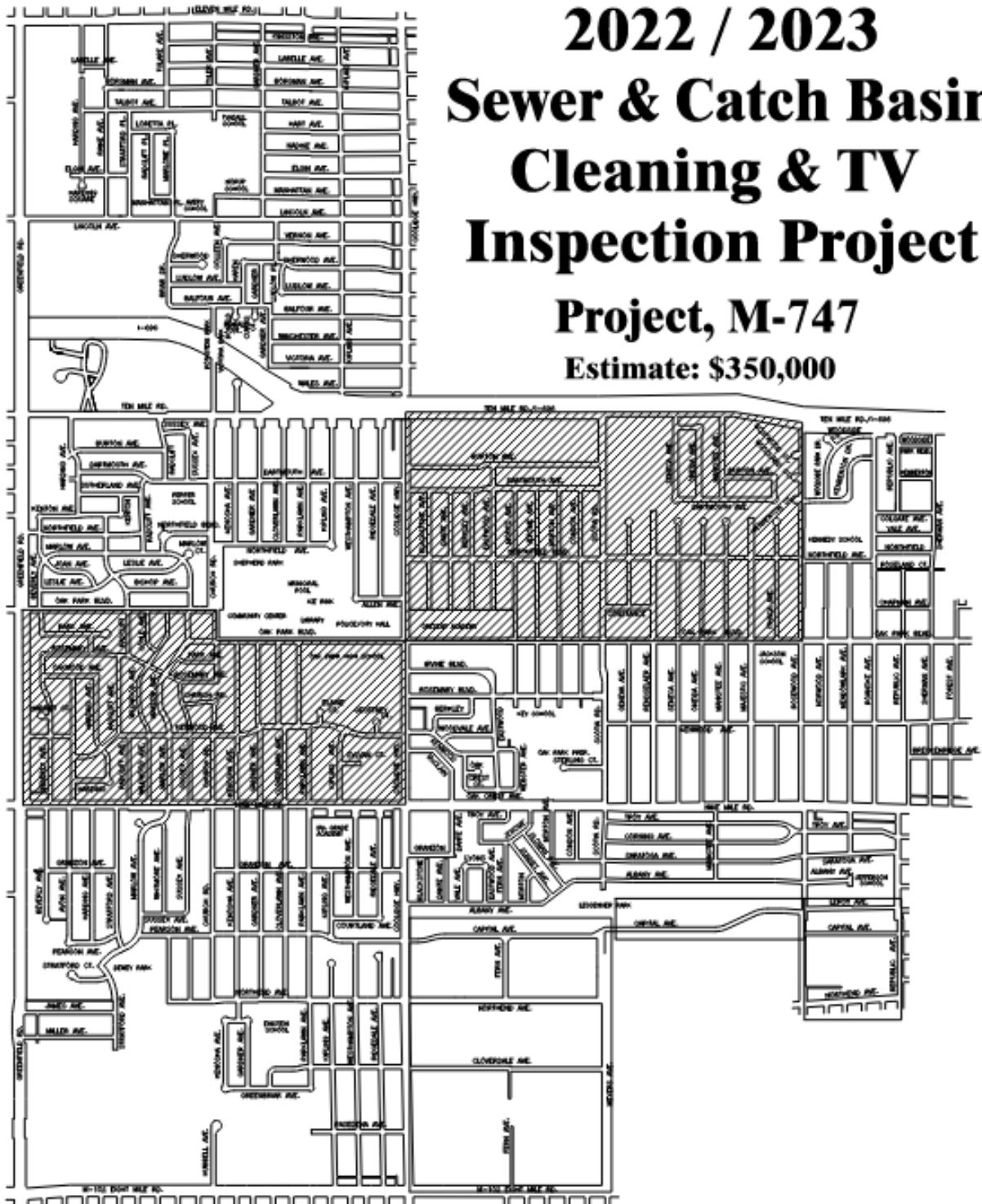
Finance Director: _____

☒ Budgeted

EXHIBITS: Map of project

City of Oak Park

2022 / 2023 Sewer & Catch Basin Cleaning & TV Inspection Project Project, M-747 Estimate: \$350,000





5D

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: July 18, 2022

AGENDA #

SUBJECT: Request authorization to bid the 2022 Block Pruning Project, M-748.

DEPARTMENT: Public Works - DED

SUMMARY: Bid documents are being prepared for the 2022 Block Pruning Project, M-748. This project will elevate and/or crown clean city owned trees throughout the community.

FINANCIAL STATEMENT: Funding is available in the FY 2022-23 Major and Local Street Funds for this expenditure.

RECOMMENDED ACTION: It is recommended that the request to advertise for bids for 2022 Block Pruning Project, M-748 be approved. Funding is available in Major and Local Street Funds for this expenditure.

APPROVALS:

City Manager: _____ ET

Department Director: _____ DED

Finance Director: _____ SC

Legal: _____

Budgeted ☐

EXHIBITS: None

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** July 18, 2022**AGENDA#**

SUBJECT: Payment Application No. 3 and Change Order No. 1 for the 2021 Miscellaneous Concrete Project, M-727.

DEPARTMENT: Technical & Planning – Engineering *KMG*

SUMMARY: Attached is Payment Application No. 3 and Change Order No. 1 for the 2021 Miscellaneous Concrete Project, M-727 by Mattioli Cement Company of Fenton, Michigan. This project includes miscellaneous concrete road work throughout the city. This project is 100% complete.

FINANCIAL STATEMENT:

Original Contract Amount:	\$497,201.85
Alternate Bid:	\$128,700.00
Change Order No. 1:	<u>(\$ 60,799.00)</u>
Total Contract Amount:	\$565,102.85
Total Completed to Date:	\$565,102.85
Less Retainage:	\$ 5,000.00
Net Earned:	\$560,102.85
Deductions:	\$ 0.00
Balance:	\$560,102.85
Payments to Date:	<u>\$403,794.25</u>
Amount Due Mattioli Cement Company:	\$156,308.60

RECOMMENDED ACTION: It is recommended that Payment Application No. 3 for the 2021 Miscellaneous Concrete Project to Mattioli Cement Company of Fenton, Michigan be approved for the amount of \$156,308.60. Funding is available in the Local Street Fund 203-18-479-970 and Water and Sewer Fund 592-18-538-970 for this expenditure.

APPROVALS:

City Manager: ET Department Director: RB

Director of Finance: SC Legal: N/A

Budgeted: ☒

EXHIBITS: Payment Application No. 2, Change Order No. 1

PAYMENT APPLICATION

PROJECT: 2021-2022 MISCELLANEOUS CONCRETE PROJECT

JOB NUMBER: M-727

OWNER: CITY OF OAK PARK, MICHIGAN

APPLICATION NO.: 3

CONTRACT: MATTIOLI CEMENT COMPANY
6089 MCGUIRE ROAD
FENTON, MI 48430

PERIOD ENDING: 5/11/2022

ITEM	DESCRIPTION	ORIGINAL BID QUANTITY	UNIT	UNIT PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	REMOVE CONCRETE PAVEMENT, MODIFIED SP	6,100	SYD	\$11.00	617.24	\$6,789.64	5,245.97	\$57,705.67
2	CONCRETE PAVT W/ INT CURB & GUTTER 9" CONCRETE, MODIFIED SP	4,700	SYD	\$55.81	617.24	\$34,446.16	5,045.84	\$281,608.33
3	CONCRETE PAVT W/INT CURB & GUTTER, 9" CONC. PATCHES OVER 4500 SFT	1,400	SYD	\$55.81	0.00	\$0.00	0.00	\$0.00
4	REMOVAL COOLIDGE CONCRETE PAVEMENT, MODIFIED SP	840	SYD	\$20.00	398.80	\$7,976.00	850.54	\$17,010.80
5	COOLIDGE CONCRETE PAVEMENT WITH INT. CURB, 9" CONCRETE MOD. SP	125	SYD	\$55.81	52.21	\$2,913.84	137.20	\$7,657.13
6	SIDEWALK CONC. NON-REINF 4" SIDEWALK MOD	100	SFT	\$6.00	181.09	\$1,086.54	1,714.21	\$10,285.26
7	SIDEWALK CONC. NON-REINF. 6" SIDEWALK/ DRIVE APPROACH MOD.	100	SFT	\$6.50	0.00	\$0.00	727.01	\$4,725.37
8	CONCRETE PAVEMENT, 24" CURB & GUTTER SECTION NON- REINF. 9" CONC. MOD	30	LFT	\$30.00	48.00	\$1,440.00	81.00	\$2,430.00
9	AGGREGATE BASE UNDER 9" CONC. (3" 21AA CR. LIMESTONE)	6,100	SYD	\$5.77	696.48	\$4,018.69	5,126.81	\$29,581.69
10	AGGREGATE BASE UNDER 4" & 6" & 9" CONC. (6" 21AA CR LIMESTONE)	100	SYD	\$9.00	0.00	\$0.00	180.28	\$1,622.52
11	ADJUST DRAINAGE STRUCTURES	10	EACH	\$250.00	5.00	\$1,250.00	12.00	\$3,000.00
12	CAST IN PLACE DETECTABLE/ TACTILE WARNING SURFACE MODIFIED	50	SFT	\$22.00	0.00	\$0.00	0.00	\$0.00
13	DRAINAGE STRUCTURE COVER	760	LBS	\$1.76	0.00	\$0.00	498.00	\$876.48
14	MINOR TRAFFIC DEVICES	1	LSUM	\$2,800.00	0.00	\$0.00	1.00	\$2,800.00
15	COOLIDGE MINOR TRAFFIC DEVICES	1	LSUM	\$3,900.00	0.50	\$1,950.00	1.00	\$3,900.00
16	PROJECT CLEAN UP	1	LSUM	\$8,000.00	0.50	\$4,000.00	1.00	\$8,000.00
17	INSPECTION CREW DAYS	25	DAY	\$320.00	0.00	\$0.00	0.00	\$0.00
19	COOLIDGE TRAFFIC CONTROL	0	LSUM	\$1,900.00	0.00	\$0.00	1.00	\$1,900.00

ALTERNATE BID ITEMS

18	STAMPED COLORED CONCRETE PAVEMENT (TERRA COTTA)	715	SYD	\$180.00	412.13	\$74,183.40	733.33	\$131,999.40
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Period Total Amount: \$140,056.27 Amount to Date: \$565,102.85

Original Contract Amount: \$497,201.85
Alternate bid Amount: \$128,700.00
Change Order No. 1: (\$60,799.00)
Total Contract Amount: \$565,102.85

Earnings This Period: \$140,056.27

Total Earnings to Date: \$565,102.85

Less Retainage: \$5,000.00

Net Earned: \$560,102.85

Deductions: \$0.00

Balance: \$560,102.85

Payments to Date: \$403,794.25

AMOUNT DUE MATTIOLI CEMENT COMPANY: \$156,308.60

Accepted By:

Mattioli Cement Company

Date: 5-18-2022

Approved By:

Kara Grisamer, City Engineer
City of Oak Park, Michigan

Date: 5/18/2022

CHANGE ORDER

PROJECT: 2021-2022 MISCELLANEOUS CONCRETE PROJECT JOB NUMBER: M-727
 OWNER: CITY OF OAK PARK, MICHIGAN CHANGE ORDER NO.: 1
 CONTRACTOR: MATTIOLI CEMENT COMPANY PAGE: 1
 6085 MCGUIRE ROAD
 FENTON, MI 48430

TO THE CONTRACTOR:

You are hereby directed to comply with the changes/extras to the contract documents.
 This change order reflects work completed or anticipated. Further documentation supporting these changes is on file with the City Engineer.

THE FOLLOWING ITEMS AND OR CONTRACT UNITS PRICES SHALL BE ADDED TO THE CONTRACT AMOUNT

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Increased Quantity	Quantity to Date	TOTAL Amount
2	CONCRETE P/MT W/ INT CURB & GUTTER 9" CONCRETE, MODIFIED SP	4,700	SYD	\$55.81	345.84	5,045.84	\$ 19,301.33
4	REMOVAL COOLDGE CONCRETE PAVEMENT, MODIFIED SP	840	SYD	\$20.00	10.54	850.54	\$ 210.80
5	COOLDGE CONCRETE PAVEMENT WITH INT. CURB, 9" CONCRETE MOD. SP	125	SYD	\$55.81	12.20	137.20	\$ 680.88
6	SIDEWALK CONC. NON-REINF 4" SIDEWALK MOD	100	SFT	\$6.00	1,614.21	1,714.21	\$ 9,685.26
7	SIDEWALK CONC. NON-REINF. 6" SIDEWALK/ DRIVE APPROACH MOD.	100	SFT	\$6.50	627.01	727.01	\$ 4,075.57
8	CONCRETE PAVEMENT, 24" CURB & GUTTER SECTION NON- REINF. 9" CONC. MOD	30	LFT	\$30.00	51.00	81.00	\$ 1,530.00
10	AGGREGATE BASE UNDER 4" & 6" & 9" CONC. (6" 21AA CR LESTONE)	100	SYD	\$9.00	80.28	180.28	\$ 722.52
11	ADJUST DRAINAGE STRUCTURES	10	EACH	\$250.00	2.00	12.00	\$ 500.00
18	STAMPED COLORED CONCRETE PAVEMENT (TERRA COTTA)	715	SYD	\$180.00	18.33	733.33	\$ 3,299.40
19	COOLDGE TRAFFIC CONTROL	0	LSUM	\$1,900.00	1.00	1.00	\$ 1,900.00
TOTALS							\$ 41,905.76

THE FOLLOWING ITEMS AND OR CONTRACT UNITS PRICES SHALL BE SUBTRACTED FROM THE CONTRACT AMOUNT

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Decreased Quantity	Quantity to Date	TOTAL Amount
1	REMOVE CONCRETE PAVEMENT, MODIFIED SP	6,100	SYD	\$11.00	-854.03	5,245.97	\$ (9,394.33)
3	CONCRETE P/MT W/INT CURB & GUTTER, 9" CONC. PATCHES OVER 4500 SFT	1,400	SYD	\$55.81	-1,400.00	0.00	\$ (78,134.00)
9	AGGREGATE BASE UNDER 9" CONC. (3" 21AA CR LESTONE)	6,100	SYD	\$5.77	-973.19	5,126.81	\$ (5,615.31)
12	CAST IN PLACE DETECTABLE/ TACTILE WARNING SURFACE MODIFIED	50	SFT	\$22.00	-50.00	0.00	\$ (1,100.00)
13	DRAINAGE STRUCTURE COVER	760	LBS	\$1.76	-262.00	498.00	\$ (461.12)
17	INSPECTION CREW DAYS	25	DAY	\$320.00	-25.00	0.00	\$ (8,000.00)
TOTALS							\$ (102,704.76)

SUMMARY

Total Increase \$ 41,905.76
 Total Decrease \$ (102,704.76)
 Total for Change Order No.1: \$ (60,799.00)
 Contract Amount \$ 497,201.85
 Alternate Bid \$ 128,700.00
 Change Order No. 1: \$ (60,799.00)
 New Contract Amount: \$ 565,102.85

Mattoli Cement Company

Karl Grisamer, City Engineer

5-18-2022

Date

5/18/2022

Date

MERCHANT'S LICENSES - JULY 18TH, 2022
 (Subject to All Departmental Approvals)

NEW MERCHANT	ADDRESS	FEES	BUSINESS TYPE
FORGOTTEN HARVEST	15000 W EIGHT MILE RD	\$150.00 \$150.00 \$150.00 \$150.00	WAREHOUSE FOOD; TRUCKING LOGISTICS OF FOOD IN/OUT, ADMIN OFFICES, VOLUNTEER REPACKING OF FOOD
RENEWALS FOR 2022	ADDRESS	FEES	BUSINESS TYPE
THE COLLECTIVE MUSIC GROUP	13305 CAPITAL AVE # 100	\$225.00	
HAIR MOOD SALON	26035 COOLIDGE HWY	\$225.00	HAIR SALON
HAIR TIES LLC	13701 W ELEVEN MILE RD	\$225.00	HAIR SALON
MAPLE HOME HEALTH CARE	23300 GREENFIELD RD # 219	\$187.50	HOME HEALTH AGENCY
BARBIE BEHAVIOR BOUTIQUE	10730 W NINE MILE RD	\$225.00	WOMEN CLOTHING STORE
MANE EVENT	15405 W NINE MILE RD	\$225.00 \$225.00	BARBERSHOP
DISCOVERED OPERATING WITHOUT A BL	ADDRESS	FEES	BUSINESS TYPE

CITY OF OAK PARK

7A

STRATEGIC PLAN 2021 - 2026 QUARTERLY UPDATE July, 2022



INTRODUCTION



The Strategic Plan Quarterly Reports are an opportunity to share the progress the City is making on our 2021-2026 Strategic Plan.

City administration created an action plan that guides staff over the next five years in achieving the City's established goals and objectives. It is broken down into actionable items with a timeframe for completion and identifies the departments responsible for insuring their completion. Quarterly reports provide a highlight of these activities that the City has carried out in the previous three months, in an effort to work toward our established objectives.

For this Quarterly Report, which is reflective of the third quarter of 2021, it is important to highlight we are making significant progress both in meeting our objectives and their associated action items, which all tie back to our goals, and ultimately our mission and vision statements for the City of Oak Park. Here, in Oak Park, we strive to provide the highest quality of life for our residents, which is driven through our richness in cultural diversity-both in our community and in our staff. The cultural diversity of our community is our greatest asset and we are proud to say we mirror such diversity internally, knowing that we are a reflection of those we serve. Such voices allow us to develop equitable and enriched programs and policies, which we regularly re-evaluate, to ensure the needs of our community are being met.

VISION, MISSION, VALUES



OUR VISION

The City of Oak Park will lead the region as the most dynamic city in Metropolitan Detroit, serving as a destination as a vibrant, cutting-edge community.

OUR MISSION

In the City of Oak Park, we strive to provide the highest quality of life for our residents in everything we do.

We pride ourselves on the richness of our cultural diversity and our safe and secure neighborhoods.

We actively encourage residential and business growth.

We are business minded and family-centered.

OUR VALUES

Prioritizing our public's well-being first;

Operating with integrity and maintaining the trust of our residents;

Providing the highest quality programs and services;

Serving as good stewards of our financial and physical resources;

Delivering honest, responsive government;

Attracting innovation, community development and business enterprise.

GOALS



GOAL 1:

Deepen sense of place and community identity

GOAL 2:

Foster an engaged, informed community

GOAL 3:

Cultivate organizational excellence

GOAL 4:

Provide efficient, resilient government

GOAL 5:

Ensure a safe and comfortable environment for everyone

GOAL 6:

Encourage environmentally sustainable practices

QUARTERLY REPORT



GOAL 1: DEEPEN SENSE OF PLACE AND COMMUNITY IDENTITY

Through the expansion of dynamic commercial and industrial corridors, preservation of the integrity of our neighborhoods, and events and amenities that celebrate Oak Park's diversity

Objective: Attract and retain a mixture of robust businesses into the City

- The Economic Development department is continuously promoting and helping businesses understand and apply for incentives available to them, including the CIA's façade improvement program.
- The Economic Development director recently attended a conference to further promote all of the City's available properties and has been actively working to attract mixed use development on 11 Mile Rd.
- The Economic Development department is working with the Library, Michigan Works and Oakland County Business Forward to host an educational event for local businesses in August.

Objective: Improve the overall appearance of commercial corridors and industrial districts

- T&P issued approximately 135 tickets for ordinance noncompliance to commercial properties from January through June 15.
- The Economic Development department applied for a Revitalization and Placemaking (RAP) grant through the MEDC for improvements to the 11 Mile Parking lots in the amount of \$1 million.
- The City is working with a landscaping company to landscape the island at Lincoln and Coolidge
- The CIA is investing funds (\$120K budgeted this year) for improvements in the 11 Mile lots, and has invested funds in the 9 Mile redesign and the island at Coolidge & Lincoln

QUARTERLY REPORT



Objective: Uphold the City's Redevelopment Ready Certification

- The Economic Development and Planning department has met with the RRC team on recently added requirements, and will have those requirements completed by the fall

Objective: Combat blight issues in residential neighborhoods

- Oak Park's second Oak Park Clean Up Day, hosted by the Recycling Commission is tentatively scheduled for 9/11
- T&P issued approximately 249 tickets since January to various residential properties for noncompliance with ordinances. They also oversaw the court-ordered clean out of a severe hoarder house
- Of the approximately 4,424 rental units in the City, 3,598 are up to date on their license, and the rest are being notified by the building department of the need for an inspection and registration
- Fencing on Greenfield is planned to match 9 Mile Rd., the project has been awarded and we are awaiting the fence delivery

Objective: Preserve and increase the City's tree canopy

- The Department of Public Works is in the middle of planting 70 new trees around the City as part of the OAK STEM tree grant awarded.

Objective: Celebrate Oak Park's diversity through events and programs that attract people throughout the region

- The City hosted its second annual Juneteenth celebration (first year in person) in combination with the City's first ever 3 day long Summer Blast carnival
- ACDC is planning its second annual film festival in September
- Recreation is hosting a summer entertainment series that includes movies and music in the park
- The Library has hosted many new events/programs, including concerts, youth programs, summer reading challenge, a tour in partnership with the Detroit Historical Society, and author meet & greets

QUARTERLY REPORT



Objective: Offer affordable mobility options:

- The City is working on implementing a pilot e-scooter program throughout the City
- MoGo has had a presence at several of the City's events, including State of the City and they are scheduled to appear at the Farmers Market in an effort to continue to promote MoGo use and inform residents throughout the City

Objective: Invest in public art experiences

- Artwork at the City's Nine Mile Linear Park is fully installed (4 pieces)

Objective: Provide programming that responds to the needs of all demographics of the community

- The Parks and Recreation Master Plan Update and Comprehensive Assessment process we are in the middle of includes a complete assessment of our current programming.

Objective: Foster social interaction and a sense of ownership at all of the City's public spaces

- This year's State of the City Address was held at the new 9 Mile Linear Park, in an effort to encourage residents to visit and experience the new space
- The Connector Park project agreement with the DNR is now in place, and the City is working with the DNR to move the project forward
- The City is looking for other unique ways to activate our public spaces; we are tentatively planning yoga at one of the City's 9 Mile pocket parks, and events at the City's 11 Mile parking lots

Objective: Identify best uses for City property to ensure equitable access to quality public spaces

- The Parks and Recreation Master Plan Update and Comprehensive Assessment will provide the City with a 10 year vision for our parks and recreation system
- The Dog Park is scheduled to open this year, we are currently experiencing delays with some of the equipment

QUARTERLY REPORT



GOAL 2: FOSTER AN ENGAGED, INFORMED COMMUNITY

Through meaningful, timely communications, and ample opportunities for resident engagement with their government and each other

Objective: Ensure effective, meaningful communication with the community

- Proactively communicating with residents regarding the refuse pickup changes
- Continue to communicate City's events and programs through social media, the City magazine, eblasts, the cable channel, and other channels when necessary
- The Communications department has developed a 12 month plan for strategic information inserts in the monthly utility bills
- Working on an update to the City website

Objective: Cultivate a culture of civic involvement

- We have been actively engaging the public throughout our Parks and Recreation Master Plan Update and Comprehensive Assessment process, as well as the 11 Mile Parking lot improvements.
 - * 9 public meetings for the Parks and Recreation Master Plan Update—at least 2 more to come
 - * 1 open house for the 11 Mile parking lots—at least 1 more scheduled for July

QUARTERLY REPORT



GOAL 3: CULTIVATE ORGANIZATIONAL EXCELLENCE

Through the development of a workplace culture that focuses on continuous improvement, accountability, engagement and healthy lifestyles

Objective: Provide high quality, friendly, responsive customer service

- The CRM system has been updated and relaunched and the Communications department is working to promote the new system across our platforms
- Reports driven from the system will be included in these reports in the future
- We are working with a contractor on an overhaul of the City's phone system

Objective: Provide a workplace environment that supports healthy lifestyles

- The City has increased the incentive for health assessments with our Wellness Center

GOAL 4: PROVIDE EFFICIENT, RESILIENT GOVERNMENT

Through a commitment to financial sustainability, innovation and best practices

Objective: Secure grants to help fund City projects and capital expenses

- The City received a \$45,000 grant from the Community Foundation of Southeast Michigan Ralph C Wilson Jr. Fund for the Connector Park
- The City received a \$20,000 grant from the Community Foundation of Southeast Michigan Ralph C Wilson Jr. Fund to help fund a mobile recreation program
- The City is working through the process of obtaining the body worn cameras grant. It was passed in the Federal government's current fiscal year budget. \$500,000
- Secured \$1 million in grant funding for resurfacing of 9 Mile Rd.
- The City applied, and is waiting to hear about two separate grants for the 11 Mile Parking lots project, one for green infrastructure, and one, in the requested amount of \$1 million to help cover the costs of all the infrastructure improvements

Objective: Partner with neighboring jurisdictions, as appropriate to accomplish common goals and maximize efficiencies

- Together, with neighboring communities on the 9 Mile Corridor from Hazel Park to Farmington Hills, and Oakland County, we created a 9 Mile task force, and applied for a grant to conduct a study that will analyze how we can provide a connected and consistent complete street throughout the corridor, building upon what the City has already accomplished

QUARTERLY REPORT



GOAL 5: ENSURE A SAFE AND COMFORTABLE ENVIRONMENT FOR EVERYONE

Through continued investment in public safety service and sustainable infrastructure throughout the City

Objective: Ensure adequate street lighting throughout the City

- Increased pedestrian lighting throughout the Linear Park has been installed
- Streetlights are checked quarterly for outages

Objective: Sustain and expand a safe and comprehensive transportation network for all users

- Public Safety, with the assistance of the Traffic Safety Committee, contracts with the Traffic Improvement Association (TIA) to gather and analyze traffic data at possible dangerous intersections
- Public Safety deploys two speed trailers daily, and follows up with selective enforcement
- The City uses the PASER rating system to strategically invest annually in the City's street network
 - * Road Reconstruction Projects FY 22-23: Northfield (Church-Gardner) and, Cloverdale (Parklawn-Greenbriar)
 - * Annual joint and crack sealing program (maintenance): \$150,000 annually
 - * Annual Concrete Repair and Replacement Program: \$500,000 annually

Objective: Consistent, strategic investment in water sewer infrastructure

- The City uses Water and Sewer Asset Management Study to guide strategic investment in our water and sewer infrastructure
 - * Annual sewer lining/repairs (maintenance): \$600,000 this year
 - * Water Main Replacements FY 22-23 include: Leslie (Marlow-Beverly), Cloverdale (Parklawn to Greenbriar), Oak Park Blvd. (Greenfield-Church)

QUARTERLY REPORT



GOAL 6: ENCOURAGE ENVIRONMENTALLY SUSTAINABLE PRACTICES

Through a commitment to sustainable practices within City facilities and projects, and the promotion of such practices to businesses and residents

Objective: Increase environmentally sustainable practices in all City buildings

- Have transitioned many lights in City facilities to LED, and continue to do so when replacement is needed
- In an effort to reduce paper usage, each department now has Adobe Sign, providing the ability to safely secure signatures digitally

Objective: Promote environmentally sustainable practices to residents and businesses

- The Economic Development department is introducing the Oakland County PACE program to local businesses at upcoming educational forum

Objective: Incorporate green infrastructure in all City projects, wherever possible

- Preliminary plans for the 11 Mile Parking lots include bioswales

**CITY OF OAK PARK
MICHIGAN
APPLICATION FOR SPECIAL EVENT LICENSE**

10A

Today's Date: June 15, 2022

Applicant Information

Applicant/Business Name: Arts and Cultural Diversity Commission

Applicant/Business Address: _____

Phone number: 248-691-7401 E-Mail Address: cvanvleck@oakparkmi.gov

Relation of applicant to business: _____

Has applicant ever been convicted of a felony? ☐ Yes ☒ No

Owner Information

Owner or manager of site: _____ Phone: _____

Names and addresses of partners or officers of corporation:

Dog and Pony Show, Oak Park Community Center, Shepherd Park

Event Information

Proposed date(s) of event: September 16-18 Has this event been held previously? ☒ Yes ☐ No

Address or location of event: Dog and Pony Show Brewing/Oak Park Community Center/Shepherd Park

Is this a City owned park? yes

If this event is to take place in a City owned park, have you received and do you agree to abide by the City's Parks and Recreation rules and regulations? ☒ Yes ☐ No

Nature, purpose, and detailed description of event: To continue the annual Oak Park Film Festival, to be held in multiple locations throughout the City, including Shepherd Park, the Community Center, and Dog and Pony Show brewing. Films to be screened will be produced by local filmmakers.

Will the event be open to the public? ☒ Yes ☐ No

If yes, please describe how so: The festival will be completely open to the public, with no fee for admission.

Estimated number of people attending event? 100 Hours of Event: Exact hours to be determined

Are you requesting to have a parade? ☐ Yes ☒ No **If yes, please attach a map of the parade route**

Where will the parade participants be walking? ☐ Sidewalks ☐ Streets

Will the parade require streets to be blocked off? ☐ Yes ☐ No

If yes, how many streets/intersections will need to be blocked : _____

Please attach a sign off from the residences located on the affected streets, indicating that they are aware of the event to take place, the date, times and location.

Food Services

Will food or beverages be sold at event? ☐ Yes ☒ No, if yes please list type(s) of food to be sold:

Will the food be prepackaged or prepared on site: _____

Please note: *If your application is approved and you plan to prepare food on site, you will need to contact the Oakland County Health Department at 248-424-7000 for inspection. You will also need to provide temporary water services at the site where the food is prepared.*

Mechanical Amusement

Will there be any mechanical rides at event? ☐ Yes ☒ No, if yes, please provide the name and the address of amusement operators: _____

Will the event have a moonwalk? ☐ Yes ☒ No, if yes, please provide the name and address of Company/Entity providing moonwalk: _____

Will the event have video games, etc.? If so, please provide the names and address of company providing the Games: _____

Please Note: *You must provide proof of insurance for all mechanical rides, moonwalks, circus rides/games, etc. The City of Oak Park must be listed on the insurance certificate as "additionally insured." A copy of the City Ordinance with required liability insurance coverage for these events is attached. Also, certification by the State of Michigan Department of Labor is required for all mechanical amusement devices and rides.*

Technical/Support

Will the event require use of electrical supply source? ☒ Yes ☐ No, if yes, please describe:

We will work with the City for necessary electrical hookups in public locations.

Will sanitary facilities be required at event? ☒ Yes ☐ No

Will tent(s) be used at the event? ☐ Yes ☒ No, if yes, please state size(s) of tent:

Will the event have banners displayed? ☒ Yes ☐ No, if so, please provide the number of signs and dimension(s): There will likely be a photo backdrop similar to the previous year.

Please Note: *If a temporary generator or electric supply source is provided, you must provide an Electrical permit by a licensed electrical contractor. Also, you will need certification of flame spread rates of all canvas and/or cloth enclosures.*

Other possible Special Event requirements include: additional application, inspection and bond fees, temporary sign permit.

The fee for a Special Event application is \$100: The fee is non-refundable. Once an application is received, the City Clerk's Office will send copies of the application to the following departments: City Manager, Public Safety, Public Works, and Recreation. Each department will review the application and provide a written estimate of services they will need to provide, along with man-hours and costs (if any). The City Clerks' office will contact the applicant to inform them of the additional costs involved. At that time the applicant can decide whether or not to proceed with the event. If so, the event will be placed on the City Council agenda for approval.

Asking for a waiver of the \$100 fee as this is an Oak Park
Commission

Should any of the above information prove to be inaccurate or untruthful, it will be grounds to deny the applicant's request or revoke any approvals. I hereby certify the above information to be true and accurate to the best of my knowledge.

Crystal VanVleck

Applicant's Signature

SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION

Arts and Cultural Diversity Commission
Film Festival (Dog and Pony Show Brewing/Community Center/Shepherd Park))
DATE: September 16-18, 2022 Hours - TBD

<u>DEPARTMENT</u>	<u>SERVICES</u>	<u>ESTIMATED HOURS</u>	<u>ESTIMATED COST</u>
TECHNICAL AND PLANNING <i>Rob Barrett</i> <i>*Dan Fairless</i>	As stated in the application, event staff will work with the Technical and Planning Dept. Electrical Inspection personnel on proper electrical service.	N/A	N/A
PUBLIC SAFETY <i>Steve Cooper</i>	Public Safety to conduct periodic checks as part of normal patrol duties.	30 mins	NA
RECREATION <i>Laurie Stasiak</i>	Rooms A, B, C of the Community Center Buidling Supervisor All day and evening	8 - hours each day	A/B - \$ 540 for 4 hours C - \$270 for 4 hours
DPW <i>Dave DeCoster</i>	Assist with electrical and/or barricading	1 Hour	N/A
ADDITIONAL <i>Administration</i>	N/A	N/A	Waiver requested

**CITY OF OAK PARK
MICHIGAN
APPLICATION FOR SPECIAL EVENT LICENSE**

Today's Date: 6.23.22

Applicant Information

Applicant/Business Name: BOOK Beat

Applicant/Business Address: 26010 Greenfield

Phone number: 248.968.1190 E-Mail Address: bookbeatcolleen@gmail.com

Relation of applicant to business: CO-OWNER

Has applicant ever been convicted of a felony? ☐ Yes ☒ No

Owner Information

Owner or manager of site: Cary LOren Phone: 248.557.9013

Names and addresses of partners or officers of corporation: Colleen Kammer & Cary
LOren 16200 Roanoke #202
SFLD, MI 48075

Event Information

Proposed date(s) of event: SUN. Avg. 28th 2022 Has this event been held previously? ☒ Yes ☐ No

Address or location of event: 26010 Greenfield Oak Park

Is this a City owned park? NO

If this event is to take place in a City owned park, have you received and do you agree to abide by the City's Parks and Recreation rules and regulations? ☐ Yes ☐ No

Nature, purpose, and detailed description of event: 40th Anniversary Store
Celebration - Author Signings (outside) music-
(outside) Sale

Will the event be open to the public? ☒ Yes ☐ No

If yes, please describe how so: We will advertise & promote the
Sale & Celebration to customers & general
public - mail, email, website

Estimated number of people attending event? if weather is good (mostly outside of store) Hours of Event: 12-5 p.m.

maybe 400 people

Are you requesting to have a parade? ☐ Yes ☒ No

If yes, please attach a map of the parade route

Where will the parade participants be walking? ☐ Sidewalks ☐ Streets

Will the parade require streets to be blocked off? ☐ Yes ☐ No

If yes, how many streets/intersections will need to be blocked : _____

Please attach a sign off from the residences located on the affected streets, indicating that they are aware of the event to take place, the date, times and location.

Food Services

Will food or beverages be sold at event? ☐ Yes ☐ No, if yes please list type(s) of food to be sold:

may get a food truck

Will the food be prepackaged or prepared on site:

anniversary cake from a Bakery

Please note: *If your application is approved and you plan to prepare food on site, you will need to contact the Oakland County Health Department at 248-424-7000 for inspection. You will also need to provide temporary water services at the site where the food is prepared.*

Mechanical Amusement

Will there be any mechanical rides at event? ☐ Yes ☒ No, if yes, please provide the name and the address of amusement operators: _____

Will the event have a moonwalk? ☐ Yes ☒ No, if yes, please provide the name and address of Company/Entity providing moonwalk: _____

Will the event have video games, etc.? If so, please provide the names and address of company providing the Games: NO

Please Note: *You must provide proof of insurance for all mechanical rides, moonwalks, circus rides/games, etc. The City of Oak Park must be listed on the insurance certificate as "additionally insured." A copy of the City Ordinance with required liability insurance coverage for these events is attached. Also, certification by the State of Michigan Department of Labor is required for all mechanical amusement devices and rides.*

Technical/Support

Will the event require use of electrical supply source? ☐ Yes ☒ No, if yes, please describe:

Will sanitary facilities be required at event? ☐ Yes ☒ No

Will tent(s) be used at the event? ☒ Yes ☐ No, if yes, please state size(s) of tent:

Will the event have banners displayed? ☐ Yes ☐ No, if so, please provide the number of signs and dimension(s): _____

Please Note: *If a temporary generator or electric supply source is provided, you must provide an Electrical permit by a licensed electrical contractor. Also, you will need certification of flame spread rates of all canvas and/or cloth enclosures.*

Other possible Special Event requirements include: additional application, inspection and bond fees, temporary sign permit.

The fee for a Special Event application is \$100: The fee is non-refundable. Once an application is received, the City Clerk's Office will send copies of the application to the following departments: City Manager, Public Safety, Public Works, and Recreation. Each department will review the application and provide a written estimate of services they will need to provide, along with man-hours and costs (if any). The City Clerks' office will contact the applicant to inform them of the additional costs involved. At that time the applicant can decide whether or not to proceed with the event. If so, the event will be placed on the City Council agenda for approval.

Should any of the above information prove to be inaccurate or untruthful, it will be grounds to deny the applicant's request or revoke any approvals. I hereby certify the above information to be true and accurate to the best of my knowledge.

Applicant's Signature

State of Michigan

ss

County of _____

Subscribed and sworn to before me, a Notary Public this _____ day of _____ 20____, by
_____.

My Commission expires: _____
Notary Public



CITY OF OAK PARK

OFFICE OF THE CITY CLERK

NAME: _____

DATE: _____

ADDRESS: _____

(Highlight fee to be charged)

Day Care Registration	\$ 25.00
FOIA Request	\$ _____
Garage Sale Permit	\$ 10.00
Handbill - 1 day	\$ 10.00
Handbill - 1 week	\$ 25.00
Handbill - 3 months	\$ 50.00
Handbill - 1 year	\$ 100.00
Handbill – name change	\$ 10.00
Mechanical Amusement Distributor License	\$ 250.00
Mechanical Amusement Device License	
1 Machine	\$ 250.00
2 machines - \$200 per machine	\$ 400.00
3-4 machines - \$175.00 per machine	\$ _____
5-6 machines - \$150.00 per machine	\$ _____
7-10 machines - \$125.00 per machine	\$ _____
Notary Fee	\$ 5.00
Pawnbroker License	\$ 400.00
Precious Metals License	\$ 50.00
Sidewalk Sale	\$ 10.00
Special Event Fee	\$ 100.00
Liquor License –	
New On-Premises Consumption or transfer of owner	\$ 800.00
Adding additional owners (Per Owner)	\$ 200.00
Background Check (Per applicant)	\$ 75.00
Annual Renewal	\$ 250.00
Vendor License - Food	\$ 50.00
Vendor License Lawn Care / Snow Removal	\$ 50.00
Voter List	\$ _____
Other: _____	\$ _____

CITY OF OAK PARK
14000 OAK PARK BLVD
OAK PARK, MI 48237
WWW.OAKPARKMI.GOV

Received From: BOOK BEAT LTD.
Date: 06/23/2022 Time: 3:12:41 PM
Posting Date: 06/23/2022
Receipt: 496213
Cashier: knives

ITEM REFERENCE	AMOUNT
BUSI Special Business Lic/Permits	
Special Business Lic/Permits	\$100.00
TOTAL	\$100.00
CHECK 36409	\$100.00
Total Tendered:	\$100.00
Change:	\$0.00

SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION

Book Beat – 40th Anniversary Celebration

26010 Greenfield

DATE: August 28, 2022 at 12:00 am – 5:00 pm

<u>DEPARTMENT</u>	<u>SERVICES</u>	<u>ESTIMATED HOURS</u>	<u>ESTIMATED COST</u>
TECHNICAL AND PLANNING <i>Rob Barrett</i> <i>*Daniel Fairless</i>	Signs cannot create a clear vision obstruction for motorists. If the proposed tent(s) is of commercial size, a flame spread certificate must be submitted. Any proposed food trucks must be licensed/approved vehicle food vendor with the City of Oak Park.	N/A	NA
PUBLIC SAFETY <i>Steve Cooper</i>	Public Safety to conduct periodic checks as part of normal patrol duties	30 mins	NA
RECREATION <i>Laurie Stasiak</i>	N/A	N/A	N/A
DPW <i>Dave DeCoster</i>	N/A	N/A	N/A
ADDITIONAL <i>Administration</i>	N/A	N/A	\$100 fee paid

CITY OF OAK PARK

**RESOLUTION REGARDING SECOND READING OF PROPOSED
AMENDMENTS TO SECTIONS 6-52, 6-54, 6-55, 6-56, 6-58, 6-59, 6-68 TO CHAPTER 6,
ARTICLE III, OF THE CODE OF ORDINANCES**

At a Regular Meeting of the City Council of the City of Oak Park, Oakland County, Michigan, held at Oak Park City Hall located at 14000 Oak Park Boulevard on Monday, July 18, 2022 at 7:00 pm.

Present:

Absent:

The following preamble and resolution was offered by _____ and seconded by _____.

WHEREAS, the City of Oak Park desires to amend sections 6-52, 6-54, 6-55, 6-56, 6-58, 6-59, 6-68 of Chapter 6, Article III, of the Code of Ordinances to ensure consistency with provisions of the zoning ordinance, remove gross revenue requirements for food sales at licensed establishments, allow for Class C liquor licenses within the City, and strengthen the application and review procedures governing Council oversight and approval of these establishments.

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Oak Park, Oakland County, Michigan, that:

1. The second reading and adoption of the proposed amendments to Sections 6-52, 6-54, 6-55, 6-56, 6-58, 6-59, 6-68 are hereby approved in substantially the form attached hereto.

Roll Call Vote: Yes,
 No,
 Absent,

RESOLUTION DECLARED ADOPTED

T. Edwin. Norris, City Clerk

**CITY OF OAK PARK
OAKLAND COUNTY, MICHIGAN**

ORDINANCE NO. O-6-

AN ORDINANCE TO AMEND CHAPTER 6, ALCOHOLIC LIQUORS, ARTICLE III, REGULATION OF ON-THE-PREMISES CONSUMPTION, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN, BY AMENDING SECTIONS 6-52, 6-54, 6-55, 6-56, 6-58, 6-59, AND 6-68 THEROF

THE CITY OF OAK PARK ORDAINS:

SECTION 1. Chapter 6, Alcoholic Liquors, Article III, Sections 6-52, 6-54, 6-55, 6-56, 6-58, 6-59, and 6-68, regulation of on-the-premises consumption, of the Code of Ordinances of the City of Oak Park is hereby amended to read as follows:

Sec. 6-52. Statement of purpose.

The purpose of this article is to allow the city to establish and administer a policy for the issuance and transfer of any license required by the Michigan Liquor Control Commission (LCC) to sell alcoholic liquor for consumption on the premises while protecting the consumer and the general public, to provide for the enforcement of liquor laws, regulations and ordinances, and to manage the number of alcoholic liquor licenses in the City of Oak Park.

Sec. 6-54. Licensing policy.

- (a) No person shall engage in the business of selling alcoholic liquor for consumption on the premises in the City of Oak Park without first obtaining a liquor license, as required by the statutes of the State of Michigan and the City of Oak Park Code of Ordinances.
- (b) The city council may establish by resolution the number and type of establishments within the city in which the sale or consumption of alcoholic liquor shall be permitted for consumption on the premises. The number of such establishments may be less, but in no case greater than the number of such establishments permitted by Michigan law.
- (c) New licenses and related permits, transfers of ownership of existing licenses, and transfers of licenses into the city shall require the prior approval, and is at the sole discretion of, the city council.
- (d) An annual review shall be conducted of all existing licenses and related permits in the City of Oak Park.
- (e) No person shall engage in the business of selling alcoholic liquor for consumption on the premises in the City of Oak Park without first obtaining a conditional land use approval, even if such businesses are a permitted use in a given zoning district as required by the Zoning Act and entering into a contract with the City of Oak Park.

-
- (f) Pursuant to the Michigan Liquor Control Code, liquor licenses issued by the Michigan Liquor Control Commission shall expire on April 30 of each year unless a different date is fixed by the commission.

Sec. 6-55. Alcoholic liquor license requirements.

The city council shall not approve any application for a new, a renewal, or transfer into the city of a license to sell alcoholic liquor for consumption on the premises unless the use of the license is in connection with and incidental to a use that requires a license from the Michigan Liquor Control Commission (LCC) for the sale or consumption of beer, wine, or alcoholic beverages on-premises, not including SDD or SDM, and meeting the following requirements and performance standards:

- (1) For restaurants serving alcoholic liquor for consumption on the premises the following additional requirements shall apply:
 - a. There shall at all times be maintained and provided culinary facilities to cook and prepare food, and tables and seating areas to accommodate dining on the premises by not fewer than 20 patrons at any time.
 - b. Restaurants are required to operate consistent with the hours established by the liquor control commission for such establishments.
- (2) For brewpubs serving alcoholic liquor for consumption on the premises the following additional requirements shall apply:
 - a. There shall at all times be maintained and provided culinary facilities to cook and prepare food, and tables and seating areas to accommodate dining on the premises by not fewer than 20 patrons at any time.
 - b. Not less than 25 percent of the gross sales of the brewpub annually are derived from the sale of food and nonalcoholic beverages prepared for consumption on the premises as required by the Michigan Liquor Control Commission.
 - c. Except as otherwise provided in this article, all operations of the facility shall be conducted within a completely enclosed building, except for off-street parking or loading.
 - d. All truck well, loading dock and loading/truck service areas shall be located and designed to minimize negative impact on adjoining properties.
 - e. May offer a maximum of two, one-ounce free samples for consumption on the brewpub premises. A consumer shall not be provided more than two samples within a 24-hour period per licensed premises.
- (3) For breweries, microbreweries, wineries and distilleries serving alcoholic liquor for consumption on-the-premises the following additional requirements shall apply:
 - a. Except as otherwise provided in this article, all operations of the facility shall be conducted within a completely enclosed building, except for off-street parking or loading.
 - b. All truck well, loading dock and loading/truck service areas shall be located and designed to minimize negative impact on adjoining properties.

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- c. May offer a maximum of two, one-ounce free samples for consumption on the licensed premises. A consumer shall not be provided more than two free samples within a 24-hour period per licensed premises.
- (4) For any other alcohol-related uses such as, but not limited to, theaters, markets, or recreation centers seeking to serve alcoholic beverages for consumption on-the-premises, the accessory/secondary use of alcoholic liquor bar area shall not exceed 10% of the total combined square footage of all primary and other secondary uses.

Sec. 6-56. Application for license.

- (a) Each applicant for a new license and/or a new related permit, the transfer into the city of a license, or the transfer of ownership of an existing license shall submit to the city clerk an application, on a form provided by the city, containing:
- (1) The name and address of the applicant, with age for an individual, as well as for each partnership, the persons entitled to share in the profits thereof; and also, for a corporation, the purpose for which organized, the names and addresses of the officers and directors; and if a majority interest of the stock of such corporation is owned by one person or nominee, the name and address of such person.
 - (2) The citizenship of the applicant; place of birth; and, if a naturalized citizen, the time and place of naturalization.
 - (3) The nature or purpose of the applicant's business, and, in the case of a corporation, the object for which it was formed; applicant shall submit copies of business entity's organizational documents.
 - (4) The length of time the applicant has been engaged in the business of that character, or, in the case of a corporation, the date when its charter was issued.
 - (5) The location and description of the premises or place of business which is to be operated under such license; applicant shall submit copy of lease, deed, or other proof of applicant's right to use the property.
 - (6) A form statement whether applicant has operated or made application for a similar or another license on any premises other than described in this application, and the disposition of such license or application.
 - (7) A form statement as to whether the applicant has ever been convicted of or found responsible for a violation of any federal or state law or administrative rules of the Michigan Liquor Control Commission concerning the manufacture, possession or sale of alcoholic liquor, or similar violation of another state or country or convicted of any felony or misdemeanor, and/or is otherwise disqualified to receive a license by reason of any matter or thing contained in this article or the laws of the State of Michigan.
 - (8) A form statement that the applicant will not violate any of the laws of the State of Michigan or of the United States or any ordinances of the City of Oak Park or the administrative rules of any regulatory agency in the conduct of its business.
 - (9) An accurate record and history of any liquor license complaint violations by the applicant, owners or stockholders of applicant, by a corporation or entity the applicant has worked for or had a substantial interest in, or by a parent or subsidiary corporation of the applicant for the immediate preceding five years.
 - (10) The application shall be accompanied by building and site plans showing the entire structure and premises, and in particular the specific areas where the license is to be utilized. The plans shall demonstrate adequate off-street parking, lighting, refuse disposal facilities, and where appropriate, adequate plans for sound barriers and noise control.

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- (11) A sample menu for the proposed licensed establishment.
 - (12) Other information requested on the form provided by the clerk.

Sec. 6-58. Review procedures.

- (a) *City clerk processing.* Upon receipt of an application and fee, as provided herein, the clerk shall distribute the application to appropriate departments within the city for certifications necessary for city council approval, as follows:
 - (1) Certification by the city clerk that the proposed licensee has a current valid license for operation of a restaurant at the proposed licensed premises or meets applicable requirements for the issuance of such a license.
 - (2) Certification by the director of technical and planning services that the buildings or structures to which the license will apply meet all applicable building and property maintenance codes or that acceptable building plans for work which will satisfy all such codes have been submitted.
 - (3) Certification by the city planner that the proposed licensed premises is appropriately zoned for the use and that any required zoning approvals, including site plan approval, have been applied for or obtained.
 - (4) Certification by the director of public safety based upon a finding that the proposed licensee or licensees are of good moral character.
 - (5) Certification by the director of public safety that the proposed licensed premises are in compliance with all applicable fire safety regulations.
- (b) *Public hearing.*
 - (1) When a completed application and fee, including public hearing and notice have been received, the city council shall schedule a public hearing to consider the request for a new license and related permit, the transfer of ownership of an existing license, or the transfer of a license into the city.
 - (2) Notice of the public hearing shall be provided to all property owners within 300 feet of the proposed establishment, according to the tax records of the city.
 - (3) The applicant or an authorized representative shall appear at the city council hearing and make a written and/or oral presentation concerning the request.
- (c) *Review factors.*

In making its determination pursuant to subsection (e), the city council shall consider whether the applicant's proposal is reasonable when measured against the criteria listed below. For purposes of this review, an "applicant" shall be considered to include all officers, partners, members, and managers of an entity applying for a license.

 - (1) General information regarding applicants:
 - a. The applicant's management experience in the alcohol/liquor business.
 - b. The applicant's general business management experience.
 - c. The applicant's general business reputation/history.

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- d. The applicant's financial status and its ability to build and/or operate the proposed facility on which the proposed liquor license is to be located.
 - e. Past criminal convictions of the applicant for crimes involving moral turpitude, violence or alcoholic liquors.
 - f. Liquor Control Commission violation history.
 - g. Non-payment/payment of taxes.

(2) Information related to the facility/building to which the license would apply:

- a. The recommendations of the police department, building department, and/or fire department with regard to the proposed facility.
- b. Whether the facility to which the proposed liquor license is to be issued complies, or will comply, with the applicable building, plumbing, electrical and fire prevention codes, zoning ordinances applicable in the city.
- c. The effects that the business facility to which the proposed license is to be issued would have upon vehicular and pedestrian traffic in the area.
- d. The effects that the business facility to which the proposed license is to be issued would have upon the surrounding neighborhood and/or business establishments, including impacts upon residential areas and church and school districts or uses.
- e. The availability of utilities to serve the facility.
- f. The proximity of the proposed business facility to other similarly situated licensed liquor facilities.
- g. The proximity to complementary uses, such as office and commercial development.
- h. Availability of adequate parking, taking all circumstances of the location into consideration.

(3) Benefits to community:

- a. The effects that the issuance of a license would have upon the economic development of the city or the surrounding area.
- b. The effects that the issuance of a license would have on the health, welfare, and safety of the general public. (Public comment at City Council Public Hearing)
- c. Whether the applicant has demonstrated a public need or convenience for the issuance of the liquor license for the business facility at the location proposed, taking into consideration the following, together with other factors deemed relevant by the council:
 - i. The total number of licenses for similar establishments and/or operations in the city, considered both in terms of whether such number of similar establishments is needed and whether there may be a need for other types of establishments that could go unmet if the requested license were granted;

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- ii. The proximity of the establishment to other licensed liquor establishments, the type of such establishments, whether such other establishments are similar to that proposed, and the anticipated impact of all such determinations;
 - iii. Whether the proposed location is in an area characterized as developed, redeveloping, or undeveloped, and the anticipated impact of approving the newly proposed establishment in light of such character, taking into consideration the need for any type of additional licensed establishment in the area, and the need the particular type of establishment proposed;
 - iv. The impact of the establishment on city policing and code enforcement activities;
 - v. The overall benefits of the proposed establishment to the city;
 - vi. The overall detriments of the proposed establishment to the city; and
 - vii. Any other factors that may affect the health, safety, and welfare relative to the need for and/or the convenience of the proposed establishment in the city.
- d. The uniqueness of the proposed facility when contrasted against other existing or proposed facilities, and the compatibility of the proposed facility to surrounding architecture and land use.
 - e. The permanence of the establishment in the community, as evidenced by the prior or proposed contributions to the city or community by the applicant or business, and the extent to which the issuance of the license will assist in the further investment of the applicant or business in the city or the community.
 - f. The character and extent of investment in improvements to the building, premises, and general area.
 - g. Whether a proposed licensed premises is part of a mixed-use project with substantial new retail, office, or residential components; the size of the licensed premises relative to the overall project or development.
 - h. Such other considerations as the council may deem proper, provided such considerations are reasonable under all of the circumstances.
 - i. Preservation or restoration of historic buildings.
 - j. Percent of floor area designated to bar area versus dining area.
 - k. Size of kitchen (square footage) in relation to total square footage of the establishment.
 - l. Size of dance floor (if any)
 - m. Size of outdoor service area.
 - n. Type of character of the establishment, e.g., dining, nightclub, hotel, dance club.
- (d) *Restrictions on licenses.* No license shall be approved for:
- (1) An applicant or licensee whose license has been revoked for cause.

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- (2) An applicant, who at the time of application or at renewal of any license issued hereunder, would not qualify or be eligible therefor.
 - (3) A co-partnership, unless all of the members of such co-partnership shall qualify to obtain a license.
 - (4) A corporation if any officer, manager or director thereof, or a stock owner or stockholders owning in the aggregate more than five percent of the stock of such corporation, would not be eligible to receive a license hereunder for any reason.
 - (5) An applicant or licensee whose place of business is or will be conducted by a manager or agent, unless such manager or agent possesses qualifications similar to those required of the applicant or licensee.
 - (6) An applicant or licensee who has been convicted or found responsible for a violation of any federal or state law or administrative rules of the Michigan Liquor Control Commission concerning the manufacture, possession or sale of alcoholic liquor, or similar violation of another state or country.
 - (7) An applicant or licensee who does not own the premises for which a license is sought or have a lease therefor for the full period for which the license is issued.
 - (8) Any law enforcement official or any member of the council, or to any such official having interest in any way, either directly or indirectly, in manufacture, sale or distribution of alcoholic liquor.
 - (9) An applicant or licensee that has not submitted a site plan free from violations of the applicable building, electrical, mechanical, plumbing, or fire prevention codes, applicable zoning regulations, or applicable public health regulations.
 - (10) An applicant or licensee that where the city council has determined that the premises do not, or will not reasonably soon after commencement of operations, have adequate off-street parking, lighting, refuse disposal facilities, noise or nuisance control, or such new construction or remodeling as proposed would not be completed.
 - (11) An applicant or licensee that where the city council has determined that the location proposed for a licensed liquor establishment will have an adverse effect on the community, with consideration given to traffic safety conditions, accessibility to major streets or highways, distance from public or private schools, impact on adjacent residential districts, zoning classifications and the availability of parking.
 - (12) An applicant or licensee unless a valid conditional land use approval is lawfully maintained for the premises.
 - (13) An applicant or licensee unless a valid contract has been entered into with the city.
 - (14) An applicant determined to have been untruthful in the application submitted to the city or to have submitted an application or other documentation with material omissions of fact.
 - (e) *Approval.* After a review by staff and recommendation, and a public hearing, if the city council is satisfied that the establishment or operation will provide a benefit to the City of Oak Park and constitute an asset to the community, it will adopt a resolution granting approval, subject to the satisfaction of any conditions stated in the resolution.

Approval of a license shall be conditioned on any necessary remodeling or new construction for the use of the license be completed within six months of the action of the city council or the Michigan Liquor Control Commission approving such license, whichever occurs last. Any unusual delay in the completion of such remodeling or construction may subject the license to revocation.

Sec. 6-59. Prohibition on profiteering by Class C liquor license holders.

The city council has determined that profiteering by Class C liquor license holders is contrary to the best interests of the city. Accordingly, in order to prevent profiteering, to the full extent authorized by law, the city council shall not approve the transfer of a Class C liquor license issued as a new license under this chapter within three (3) years of the date of the original issuance of the license. An agreement between the applicant and the city, following recommendation by the city attorney shall be prepared and agreed upon to give effect to this provision prior to final action being taken by the city council on an application. The city council may, but is not required to, excuse the above anti-profiteering limitation for any of the following reasons:

- (1) If the license holder is a natural person, he or she dies or becomes incapacitated.
- (2) If the license holder is a corporation, the majority shareholder dies or becomes incapacitated, or the corporation dissolves for reasons other than to transfer the license.
- (3) If the license holder is a limited liability company, the company dissolves for reasons other than to transfer the license.
- (4) The license holder and the proposed license transferee establish that the transfer of the Class C liquor license shall not result in profiteering.
- (5) The application of this anti-profiteering limitation will subject the applicant to financial hardship due to no fault of the applicant, such as a change in the business climate, illness or death, labor or supply problems, and/or other factors outside the applicant's control.

The agreement shall provide that, unless excused by the city council as provided above, in the event a license is proposed for transfer within three (3) years from the date of issuance, the applicant agrees that the Michigan Liquor Control Commission shall terminate the license and the city council may approve the issuance of a new license to a new applicant without any compensation to the licensee who placed the license into escrow, and that a licensee waives any property interest in such license upon placement of the license into escrow within such three-year period; provided, however, prior to the approval of such issuance to a new applicant, the person or entity who placed the license into escrow shall be afforded written notice and an opportunity to be heard, and all objections raised at the hearing shall be resolved (at the Michigan Liquor Control Commission or in the circuit court if necessary) prior to issuance of the license to a new applicant.

Sec. 6-68. Soliciting of drinks and fraternizing with customers by employees prohibited.

No person having the management, ownership, or control of any premises wherein any alcoholic beverage is sold for consumption on the premises, shall permit anyone employed in said business to drink alcoholic beverages with, visit or fraternize with any of the patrons of said establishment in said place of business; nor shall any licensee or person having the management, ownership or control of such premises solicit any customer or patron of such place to purchase any alcoholic or nonalcoholic beverage for himself/herself or any other person therein; provided, however, that this provision shall not apply to any waitress, manager or licensee regularly employed on the premises who accepts or serves an order to any customer or patron in the regular course of the individual's employment.

SECTION 2. Severability. No other portion, paragraph or phrase of the Code of Ordinances of the City of Oak Park shall be affected by this ordinance, except as to the above sections and in the event any portion, section or subsection of this ordinance shall be held invalid for any reason, such invalidation shall not be construed to affect the validity of any other part or portion of this ordinance or of the Code of Ordinances of the City of Oak Park.

SECTION 3. Effective Date.

This Ordinance shall take effect ten (10) days from the date of its passage and shall be published as required by the Charter of the City of Oak Park.

MADE, PASSED AND ADOPTED by the Council of the City of Oak Park on this 7th day of July, 2022.

T. EDWIN NORRIS, City Clerk

MARIAN MCCLELLAN, Mayor

I, T.EDWIN NORRIS, duly authorized Clerk of the City of Oak Park, Michigan do hereby certify that the foregoing Ordinance was adopted by the Council of the City of Oak Park at its regular meeting held on July 7, 2022.

T. EDWIN NORRIS, City Clerk

ARTICLE III. REGULATION OF ON-THE-PREMISES CONSUMPTION

Sec. 6-52. Statement of purpose.

The purpose of this article is to allow the city to establish and administer a policy for the issuance and transfer of any license required by the Michigan Liquor Control Commission (LCC) to sell alcoholic liquor for consumption on the premises while protecting the consumer and the general public, including class C liquor licenses ("class C licenses"), including and those issued to breweries, microbreweries, wineries, distilleries and brewpubs, and any related permits, to provide for the enforcement of liquor laws, regulations and ordinances, and to manage the number of alcoholic liquor licenses in the City of Oak Park.

(Ord. No. O-15-615 , § 1, 7-6-15; Ord. No. O-18-673 , § 1, 5-7-18)

Sec. 6-54. Licensing policy.

- (a) No person shall engage in the business of selling alcoholic liquor for consumption on the premises in the City of Oak Park without first obtaining a liquor license, as required by the statutes of the State of Michigan and the City of Oak Park Code of Ordinances.
- (b) The city council may establish by resolution the number and type of establishments within the city in which the sale or consumption of alcoholic liquor shall be permitted for consumption on the premises. The number of such establishments may be less, but in no case greater than the number of such establishments permitted by Michigan law.
- (c) New licenses and related permits, transfers of ownership of existing licenses, and transfers of licenses into the city shall require the prior approval, and is at the sole discretion of, the city council.
- (d) An annual review shall be conducted of all existing licenses and related permits in the City of Oak Park.
- (e) No person shall engage in the business of selling alcoholic liquor for consumption on the premises in the City of Oak Park without first obtaining a special conditional land use approval, even if such businesses are a permitted use in a given zoning district as required by the Zoning Act and entering into a contract with the City of Oak Park.
- (f) Pursuant to the Michigan Liquor Control Code, liquor licenses issued by the Michigan Liquor Control Commission shall expire on April 30 of each year unless a different date is fixed by the commission.

(Ord. No. O-15-615, § 1, 7-6-15; Ord. No. O-16-623 , § 2, 1-19-16)

Sec. 6-55. Alcoholic liquor license requirements.

The city council shall not approve any application for a new, a renewal, or transfer into the city of a license to sell alcoholic liquor for consumption on the premises unless the use of the license is in connection with and incidental to a restaurant operation use that requires a license from the Michigan Liquor Control Commission (LCC) for the sale or consumption of beer, wine, or alcoholic beverages on-premises, not including SDD or SDM, and meeting the following requirements and performance standards:

- (1) For restaurants serving alcoholic liquor for consumption on the premises the following additional requirements shall apply:

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- a. There shall at all times be maintained and provided culinary facilities to cook and prepare food, and tables and seating areas to accommodate dining on the premises by not fewer than 20 patrons at any time.
 - ~~b. Not more than 50 percent of the gross revenues of the establishment will be or is derived from the sale of alcoholic liquor. Sales of food or alcoholic liquor to hotel or motel guests for consumption within their private rooms shall not be considered in determining the percentage ratio of sales to alcoholic beverages.~~
 - ~~c.~~ b. Restaurants are required to operate consistent with the hours established by the liquor control commission for such establishments.
- (2) For brewpubs serving alcoholic liquor for consumption on the premises the following additional requirements shall apply:
- a. There shall at all times be maintained and provided culinary facilities to cook and prepare food, and tables and seating areas to accommodate dining on the premises by not fewer than 20 patrons at any time.
 - b. Not less than 25 percent of the gross sales of the brewpub annually are derived from the sale of food and nonalcoholic beverages prepared for consumption on the premises as required by the Michigan Liquor Control Commission.
 - c. Except as otherwise provided in this article, all operations of the facility shall be conducted within a completely enclosed building, except for off-street parking or loading.
 - d. All truck well, loading dock and loading/truck service areas shall be located and designed to minimize negative impact on adjoining properties.
 - e. May offer a maximum of two, one-ounce free samples for ~~consumers from~~ consumption on the brewpub premises. A consumer shall not be provided more than two samples within a 24-hour period per licensed premises.
- (3) For breweries, microbreweries, wineries and distilleries serving alcoholic liquor for consumption on-the-premises the following additional requirements shall apply:
- ~~a. Not more than 40 percent of the gross floor area of the facility shall be used for purposes other than the manufacturing of alcoholic liquor. The area not devoted to manufacturing may be used for the serving of alcohol, food preparation, seating for diners, entertainment, and retail sales. Public restroom facilities shall not be considered in this determination.~~
 - ~~b.~~ a. Except as otherwise provided in this article, all operations of the facility shall be conducted within a completely enclosed building, except for off-street parking or loading.
 - ~~c.~~ b. All truck well, loading dock and loading/truck service areas shall be located and designed to minimize negative impact on adjoining properties.
 - ~~d.~~ c. May offer a maximum of two, one-ounce free samples for consumption on the licensed premises. A consumer shall not be provided more than two free samples within a 24-hour period per licensed premises.
- (4) For any other alcohol-related uses such as, but not limited to, theaters, markets, or recreation centers seeking to serve alcoholic beverages for consumption on-the-premises, the accessory/secondary use of alcoholic liquor bar area shall not exceed 10% of the total combined square footage of all primary and other secondary uses.

(Ord. No. O-18-673 , § 1, 5-7-18)

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(Supp. No. 75)

Editor's note(s)—Ord. No. O-18-673, § 1, adopted May 7, 2018 amended § 6-55 in its entirety to read as set out herein. Former § 6-55 pertained to restaurant requirements and derived from Ord. No. O-15-615, § 1, 7-6-15; Ord. No. O-16-623, § 3, 1-19-16)

Sec. 6-56. Application for license.

- (a) Each applicant for a new license and/or a new related permit, the transfer into the city of a license, or the transfer of ownership of an existing license shall submit to the city clerk an application, on a form provided by the city, containing:
- (1) The name and address of the applicant, with age for an individual, as well as for each partnership, the persons entitled to share in the profits thereof; and also for a corporation, the purpose for which organized, the names and addresses of the officers and directors; and if a majority interest of the stock of such corporation is owned by one person or nominee, the name and address of such person.
 - (2) The citizenship of the applicant; place of birth; and, if a naturalized citizen, the time and place of naturalization.
 - (3) The nature or purpose of the applicant's business, and, in the case of a corporation, the object for which it was formed; applicant shall submit copies of business entity's organizational documents.
 - (4) The length of time the applicant has been engaged in the business of that character, or, in the case of a corporation, the date when its charter was issued.
 - (5) The location and description of the premises or place of business which is to be operated under such license; applicant shall submit copy of lease, deed, or other proof of applicant's right to use the property.
 - (6) A form statement whether applicant has operated or made application for a similar or another license on any premises other than described in this application, and the disposition of such license or application.
 - (7) A form statement as to whether the applicant has ever been convicted of or found responsible for a violation of any federal or state law or administrative rules of the Michigan Liquor Control Commission concerning the manufacture, possession or sale of alcoholic liquor, or similar violation of another state or country or convicted of any felony or misdemeanor, and/or is otherwise disqualified to receive a license by reason of any matter or thing contained in this article or the laws of the State of Michigan.
 - (8) A form statement that the applicant will not violate any of the laws of the State of Michigan or of the United States or any ordinances of the City of Oak Park or the administrative rules of any regulatory agency in the conduct of its business.
 - (9) An accurate record and history of any liquor license complaint violations by the applicant, owners or stockholders of applicant, by a corporation or entity the applicant has worked for or had a substantial interest in, or by a parent or subsidiary corporation of the applicant for the immediate preceding five years.
 - (10) The application shall be accompanied by building and site plans showing the entire structure and premises, and in particular the specific areas where the license is to be utilized. The plans shall demonstrate adequate off-street parking, lighting, refuse disposal facilities, and where appropriate, adequate plans for sound barriers and noise control.
 - (11) A sample menu for the proposed licensed establishment, ~~together with a breakdown of the anticipated revenues from food and nonalcoholic beverages, alcoholic beverages and other revenues.~~
 - (12) Other information requested on the form provided by the clerk.

Sec. 6-58. Review procedures.

- (a) *City clerk processing.* Upon receipt of an application and fee, as provided herein, the clerk shall distribute the application to appropriate departments within the city for certifications necessary for city council approval, as follows:
- (1) Certification by the city clerk that the proposed licensee has a current valid license for operation of a restaurant at the proposed licensed premises or meets applicable requirements for the issuance of such a license.
 - (2) Certification by the director of technical and planning services that the buildings or structures to which the license will apply meet all applicable building and property maintenance codes or that acceptable building plans for work which will satisfy all such codes have been submitted.
 - (3) Certification by the city planner that the proposed licensed premises is appropriately zoned for the use and that any required zoning approvals, including site plan approval, have been applied for or obtained.
 - (4) Certification by the director of public safety based upon a finding that the proposed licensee or licensees are of good moral character.
 - (5) Certification by the director of public safety that the proposed licensed premises are in compliance with all applicable fire safety regulations.
- (b) *Public hearing.*
- (1) When a completed application and fee, including public hearing and notice have been received, the city council shall schedule a public hearing to consider the request for a new license and related permit, the transfer of ownership of an existing license, or the transfer of a license into the city.
 - (2) Notice of the public hearing shall be provided to all property owners within 300 feet of the proposed establishment, according to the tax records of the city.
 - (3) The applicant or an authorized representative shall appear at the city council hearing and make a written and/or oral presentation concerning the request.
- (c) *Review factors.* ~~In reviewing a request for a new license or related permit, a transfer of ownership of an existing license, or a transfer of a license into the city, the city council may consider and/or weigh the following factors:~~
- ~~(1) Total number of similar licenses in the city.~~
 - ~~(2) Input from residents and surrounding business owners.~~
 - ~~(3) Impact of the establishment on surrounding businesses and neighborhoods.~~
 - ~~(4) Whether a proposed licensed premises is part of a multi-use project with substantial new retail, office, or residential components, and the size of the proposed licensed premises relative to the overall project or development.~~
 - ~~(5) Crowd control.~~
 - ~~(6) Parking availability.~~
 - ~~(7) Preservation or restoration of historic buildings.~~

~~(8) Location in an underdeveloped area.~~

~~(9) Concentration of establishments and impact on policing requirements.~~

~~(10) Policing requirements.~~

~~(11) Business history.~~

~~(12) Business experience.~~

~~(13) Liquor control commission violation history.~~

~~(14) Percent of floor area devoted to dining versus bar area.~~

~~(15) Size of bar area.~~

~~(16) Overall benefit of the plan to the City of Oak Park.~~

~~(17) Nonpayment of taxes or other payment due to the city.~~

~~(18) Any other factor(s) that may affect the health, safety and welfare or the best interests of the community.~~

In making its determination pursuant to subsection (e), the city council shall consider whether the applicant's proposal is reasonable when measured against the criteria listed below. For purposes of this review, an "applicant" shall be considered to include all officers, partners, members, and managers of an entity applying for a license.

(1) General information regarding applicants:

- a. The applicant's management experience in the alcohol/liquor business.
- b. The applicant's general business management experience.
- c. The applicant's general business reputation/history.
- d. The applicant's financial status and its ability to build and/or operate the proposed facility on which the proposed liquor license is to be located.
- e. Past criminal convictions of the applicant for crimes involving moral turpitude, violence or alcoholic liquors.
- f. Liquor Control Commission violation history.
- g. Non-payment/payment of taxes.

(2) Information related to the facility/building to which the license would apply:

- a. The recommendations of the police department, building department, and/or fire department with regard to the proposed facility.
- b. Whether the facility to which the proposed liquor license is to be issued complies, or will comply, with the applicable building, plumbing, electrical and fire prevention codes, zoning ordinances applicable in the city.
- c. The effects that the business facility to which the proposed license is to be issued would have upon vehicular and pedestrian traffic in the area.
- d. The effects that the business facility to which the proposed license is to be issued would have upon the surrounding neighborhood and/or business establishments, including impacts upon residential areas and church and school districts or uses.
- e. The availability of utilities to serve the facility.

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- f. The proximity of the proposed business facility to other similarly situated licensed liquor facilities.
 - g. The proximity to complementary uses, such as office and commercial development.
 - h. Availability of adequate parking, taking all circumstances of the location into consideration.

(3) Benefits to community:

- a. The effects that the issuance of a license would have upon the economic development of the city or the surrounding area.
- b. The effects that the issuance of a license would have on the health, welfare, and safety of the general public. (Public comment at City Council Public Hearing)
- c. Whether the applicant has demonstrated a public need or convenience for the issuance of the liquor license for the business facility at the location proposed, taking into consideration the following, together with other factors deemed relevant by the council:
 - i. The total number of licenses for similar establishments and/or operations in the city, considered both in terms of whether such number of similar establishments is needed and whether there may be a need for other types of establishments that could go unmet if the requested license were granted;
 - ii. The proximity of the establishment to other licensed liquor establishments, the type of such establishments, whether such other establishments are similar to that proposed, and the anticipated impact of all such determinations;
 - iii. Whether the proposed location is in an area characterized as developed, redeveloping, or undeveloped, and the anticipated impact of approving the newly proposed establishment in light of such character, taking into consideration the need for any type of additional licensed establishment in the area, and the need the particular type of establishment proposed;
 - iv. The impact of the establishment on city policing and code enforcement activities;
 - v. The overall benefits of the proposed establishment to the city;
 - vi. The overall detriments of the proposed establishment to the city; and
 - vii. Any other factors that may affect the health, safety, and welfare relative to the need for and/or the convenience of the proposed establishment in the city.
- d. The uniqueness of the proposed facility when contrasted against other existing or proposed facilities, and the compatibility of the proposed facility to surrounding architecture and land use.
- e. The permanence of the establishment in the community, as evidenced by the prior or proposed contributions to the city or community by the applicant or business, and the extent to which the issuance of the license will assist in the further investment of the applicant or business in the city or the community.
- f. The character and extent of investment in improvements to the building, premises, and general area.
- g. Whether a proposed licensed premises is part of a mixed-use project with substantial new retail, office, or residential components; the size of the licensed premises relative to the overall project or development.

-
- h. Such other considerations as the council may deem proper, provided such considerations are reasonable under all of the circumstances.
 - i. Preservation or restoration of historic buildings.
 - j. Percent of floor area designated to bar area versus dining area.
 - k. Size of kitchen (square footage) in relation to total square footage of the establishment.
 - l. Size of dance floor (if any)
 - m. Size of outdoor service area.
 - n. Type of character of the establishment, e.g., dining, nightclub, hotel, dance club.
- (d) *Restrictions on licenses.* No license shall be approved for:
- (1) An applicant or licensee whose license has been revoked for cause.
 - (2) An applicant, who at the time of application or at renewal of any license issued hereunder, would not qualify or be eligible therefor.
 - (3) A co-partnership, unless all of the members of such co-partnership shall qualify to obtain a license.
 - (4) A corporation if any officer, manager or director thereof, or a stock owner or stockholders owning in the aggregate more than five percent of the stock of such corporation, would not be eligible to receive a license hereunder for any reason.
 - (5) An applicant or licensee whose place of business is or will be conducted by a manager or agent, unless such manager or agent possesses qualifications similar to those required of the applicant or licensee.
 - (6) An applicant or licensee who has been convicted or found responsible for a violation of any federal or state law or administrative rules of the Michigan Liquor Control Commission concerning the manufacture, possession or sale of alcoholic liquor, or similar violation of another state or country.
 - (7) An applicant or licensee who does not own the premises for which a license is sought or have a lease therefor for the full period for which the license is issued.
 - (8) Any law enforcement official or any member of the council, or to any such official having interest in any way, either directly or indirectly, in manufacture, sale or distribution of alcoholic liquor.
 - (9) An applicant or licensee that has not submitted a site plan free from violations of the applicable building, electrical, mechanical, plumbing, or fire prevention codes, applicable zoning regulations, or applicable public health regulations.
 - (10) An applicant or licensee that where the city council has determined that the premises do not, or will not reasonably soon after commencement of operations, have adequate off-street parking, lighting, refuse disposal facilities, noise or nuisance control, or such new construction or remodeling as proposed would not be completed.
 - (11) An applicant or licensee that where the city council has determined that the location proposed for a licensed liquor establishment will have an adverse effect on the community, with consideration given to traffic safety conditions, accessibility to major streets or highways, distance from public or private schools, impact on adjacent residential districts, zoning classifications and the availability of parking.
 - (12) An applicant or licensee unless a valid special conditional land use approval is lawfully maintained for the premises.
 - (13) An applicant or licensee unless a valid contract has been entered into with the city.

-
- (14) An applicant determined to have been untruthful in the application submitted to the city or to have submitted an application or other documentation with material omissions of fact.
- (e) *Approval.* After a review by staff and recommendation, and a public hearing, if the city council is satisfied that the establishment or operation will provide a benefit to the City of Oak Park and constitute an asset to the community, it will adopt a resolution granting approval, subject to the satisfaction of any conditions stated in the resolution. Approval of a license shall be conditioned on any necessary remodeling or new construction for the use of the license be completed within six months of the action of the city council or the Michigan Liquor Control Commission approving such license, whichever ~~last~~ occurs last. Any unusual delay in the completion of such remodeling or construction may subject the license to revocation.
- (Ord. No. O-15-615, § 1, 7-6-15; Ord. No. O-16-623 , § 4, 1-19-16; Ord. No. O-18-673 , § 1, 5-7-18)

Sec. 6-59. Prohibition on profiteering by Class C liquor license holders.

The city council has determined that profiteering by Class C liquor license holders is contrary to the best interests of the city. Accordingly, in order to prevent profiteering, to the full extent authorized by law, the city council shall not approve the transfer of a Class C liquor license issued as a new license under this chapter within three (3) years of the date of the original issuance of the license. An agreement between the applicant and the city, following recommendation by the city attorney shall be prepared and agreed upon to give effect to this provision prior to final action being taken by the city council on an application. The city council may, but is not required to, excuse the above anti-profiteering limitation for any of the following reasons:

- (1) If the license holder is a natural person, he or she dies or becomes incapacitated.
- (2) If the license holder is a corporation, the majority shareholder dies or becomes incapacitated, or the corporation dissolves for reasons other than to transfer the license.
- (3) If the license holder is a limited liability company, the company dissolves for reasons other than to transfer the license.
- (4) The license holder and the proposed license transferee establish that the transfer of the Class C liquor license shall not result in profiteering.
- (5) The application of this anti-profiteering limitation will subject the applicant to financial hardship due to no fault of the applicant, such as a change in the business climate, illness or death, labor or supply problems, and/or other factors outside the applicant's control.

The agreement shall provide that, unless excused by the city council as provided above, in the event a license is proposed for transfer within three (3) years from the date of issuance, the applicant agrees that the Michigan Liquor Control Commission shall terminate the license and the city council may approve the issuance of a new license to a new applicant without any compensation to the licensee who placed the license into escrow, and that a licensee waives any property interest in such license upon placement of the license into escrow within such three-year period; provided, however, prior to the approval of such issuance to a new applicant, the person or entity who placed the license into escrow shall be afforded written notice and an opportunity to be heard, and all objections raised at the hearing shall be resolved (at the Michigan Liquor Control Commission or in the circuit court if necessary) prior to issuance of the license to a new applicant.

Sec. 6-68. Soliciting of drinks and fraternizing with customers by employees prohibited.

No person having the management, ownership, or control of any premises wherein any alcoholic beverage is sold for consumption on the premises, shall permit anyone employed in said business to drink alcoholic beverages with, visit or fraternize with any of the patrons of said establishment in said place of business; nor shall any licensee or person having the management, ownership or control of such premises solicit any customer or patron of such place to purchase any alcoholic or nonalcoholic beverage for himself/herself or any other person therein; provided, however, that this provision shall not apply to any female waitress, manager or licensee regularly employed on the premises who accepts or serves an order to any customer or patron in the regular course of the individual's her employment.

(Ord. No. O-15-615 , § 1, 7-6-15)

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** July 18, 2022**SUBJECT:** Request to Approve Pilot E-Scooter Operating Agreement with Bird Rides, Inc.**DEPARTMENT:** City Manager's Office**SUMMARY:**

As one of City Council's objectives in the Strategic Plan is "Offer affordable mobility options," staff has been exploring ways to expand mobility options within the community. Shared e-scooters are a popular form of "micromobility" in other communities, and may be an option for expanding affordable mobility options in ours.

At the Council meeting on July 5, City Council authorized the City Manager to negotiate a pilot program agreement with Bird Rides, Inc. The final agreement represents an 18-month pilot program, and is attached.

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: It is recommended that City Council approve the Pilot E-Scooter Operating Agreement with Bird Rides, Inc. upon final review and approval by the City Attorney.

APPROVALS:

City Manager: _____ ET _____

Department Director: _____ CV _____

Director of Finance: _____

Budgeted: ☐**EXHIBITS:**

Pilot Program Agreement

Bird Rides, Inc. original proposal



Oak Park

Shared Micromobility Services Pilot



SECTION 4 – GENERAL SUBMITTAL INFORMATION REQUESTED FROM PROPOSING ORGANIZATION/VENDOR

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Contact Information:

1. Organization/company name

Bird Rides, Inc.

2. Federal Tax Identification Number

Bird Rides, Inc.'s EIN is: 82-1399939

3. Full Mailing/Operating Address

406 Broadway #369, Santa Monica, CA 90401

4. Web address

www.bird.co

5. Primary service(s) offered

Today, 400+ cities worldwide trust Bird to provide sustainable and reliable multi-modal micromobility transportation to their residents and visitors. We manage multimodal fleets ranging in size from 50 to 6,500, including e-scooters, e-bikes, and adaptive devices, under varying regulations, permits, and reporting requirements. The strength of our service continues to rely on the unique ability of our central and local teams to understand the individual goals of each market and tailor our service to meet them. From New York to Rome, and everywhere in between, it is the combination of our global experience, industry-leading technology, and investment in the communities we serve that sets us apart from other operators and enables us to build successful micromobility programs that work for all.

6. Proposal Point of Contact name and title

Austin Marshburn, Head of City and University Partnerships

7. Point of Contact phone and email address

Phone: 617.758.9114

Email: amarshburn@bird.co

Organization/Company/Team Overview:

1. Cover Letter or Executive Summary that outlines your overall capabilities and approaches for accomplishing the services specified herein.

Please see below for a cover letter and executive summary that outlines Bird's overall capabilities and approaches for accomplishing the services specified in the Request for Proposal.

Cover Letter

To Kim Marrone, Salam Habhab, and Crystal VanVleck:

On behalf of Bird Rides, Inc., I am pleased to present our completed RFP response to the City of Oak Park, and to express our interest in providing a world-class, turnkey micromobility solution. We are excited by the opportunity to partner with the City to develop a service for residents, commuters, visitors and tourists alike that supports the City's strategic mobility and sustainability goals while meeting the unique needs of each community.

Who We Are. Founded in 2017, Bird's mission is to help cities reduce car trips by providing an affordable, accessible, and convenient transportation alternative. Bird's Founder and Chief Executive Officer, Travis VanderZanden, was inspired to work on last-mile transportation solutions in large part because of his lifelong admiration for his mother, who drove a public bus for more than 30 years in his home state of Wisconsin. Throughout his career, Travis has been at the forefront of innovative transportation solutions, pioneering the ride-sharing industry serving as Chief Operating Officer at Lyft and as a Vice President at Uber. Today, Bird is the leading provider of micromobility services in the U.S., as well as a thought leader and practitioner in developing sustainable, affordable and convenient transportation options in 400+ cities around the world.

In an emerging industry, Bird has focused on designing our vehicles in-house. Our team of engineers brings more than 500 years of aerospace and automotive experience to our vehicle and product design. Built to the highest safety standards, our multimodal fleet includes automotive-grade safety features, including Autonomous Emergency Braking and skid detection. Our financial investment in innovation has created the safest combination of hardware and software in the industry, untarnished by vehicle recalls, hacks or data breaches.

As a current board member of the North American Bike Share and Scootershare Association (NABSA) and the industry's only signatory of the UN Global Compact, Bird is also proud to be an industry leader that holds ourselves to the highest environmental standards. In addition to offsetting all greenhouse gas emissions associated with our service in 2020, we continue to invest in innovative sustainability projects, like extending the life and use of every battery we manufacture by giving them a "second life" and refurbishing them for reuse.

Why Bird. Like Oak Park, Bird is passionate about innovation and creating communities that are more accessible and livable for all. Our experience successfully implementing shared mobility systems is unmatched, and as the City looks to launch shared micromobility as part of the existing transportation network, our knowledge and insight gained from operations across the globe can be leveraged as a critical resource for your team.

Moving Forward Together. Bird is about more than electric vehicles; we're about community. Our teams have built long-standing partnerships with public entities and municipalities around the world and have experience working with public-sector stakeholders to ensure our programs contribute to the economic and civic vitality of the communities we serve. In Oak Park, our cross-functional project team is composed of members from all areas of our organization- Government Partnerships; Operations; Research and Development; Engineering; Data Scientists; Corporate Social Responsibility; Product, Communications and Public Relations; Finance, and Legal-and will ensure the ongoing success of the program.

Our local team is co-managed by Brandon Ratliff, General Manager of Operations, and Michael Covato, Territory Sales Manager for the Midwest. Combined, they have over a decade of experience in the transportation and technology industries and unmatched, on-the-ground experience successfully implementing and managing shared mobility programs with public-sector partners across the Midwest.

Before the Program's launch, Brandon and Michael will be actively engaged with the City, coordinating bi-weekly meetings and status reports. They will also provide a consistent cadence of feedback throughout the duration of the program, hosting a monthly call to discuss performance, any pain points, and plans for the coming months.

As the inventor of scooter share, we have invested in building long-term, sustainable relationships with our city in 400+ markets worldwide, working collaboratively to deliver safe, equitable and sustainable mobility options for all. Our team looks forward to doing the same in Oak Park and will work tirelessly to become a trusted community partner to the City and local stakeholders.

We hope you find the enclosed information informative, and if you have any questions or require any additional information, please contact me by phone at 617-758-9114 or email at amarshburn@bird.co.

Respectfully submitted,

A handwritten signature in black ink that reads "Austin Marshburn". The script is fluid and cursive, with the first letters of each word being capitalized and prominent.

Austin Marshburn

Head of City & University Partnerships

Executive Summary

Bird & Oak Park: A Customized, Hyper-Local Partnership



Building a Custom E-Scooter Program for Oak Park

- We will provide **75 devices ready for immediate launch** and have the ability to quickly scale to 200-250 devices to meet demand with City approval (section (B)(1)).
- Bird will develop and deliver a **turn-key, dockless e-scooter program at zero cost to the City of Oak Park**.
- Unmatched **operational experience in Michigan, serving 13 cities** in the state in 2021.



Expanding Community Access & Connectivity

- We ensure access for all with a **range of discounted pricing programs** for different rider groups, such as low-income residents, healthcare workers, and others (section (I)(1)(a)).
- **Accessible features** for users without credit cards and users without smartphones
- Bird's multimodal marketplace can be **integrated with existing transit options**, allowing residents and visitors to rent additional devices like pedal bikes directly in the Bird app (section (I)(2)(d)).



Reducing Carbon Emissions

- Over 100 million Bird rides have helped avoid **~14 million pounds of CO₂** emissions since 2017.
- Bird Three is the **most sustainable e-scooter on the market**, producing 82% fewer greenhouse gas emissions per passenger mile than ride-share automobiles.
- Our "first-mile" and "last-mile" transportation option will help **reduce car trips and support Oak Park's sustainability goals**.



Improving Community Health

- Bird will continue our ongoing initiative to provide **free rides to and from COVID-19 vaccination centers**.
- Bird will prioritize the safety of riders and non-riders through **comprehensive education and community outreach** (section (G)(3)).
- Our service will promote an **active and joyful transportation alternative** around Oak Park.



Industry-Leading Devices & Technology

- As an **industry pioneer**, Bird was the first operator to engineer and design our own **100% proprietary vehicles**, including Bird Three (section (E)(1)).
- We will ensure parking compliance and avoid clutter with our **Preferred Parking technology** (section (E)(1)(a)).
- Our **industry-leading geofencing capabilities** will enable us to promote proper parking and riding behavior throughout the city, including no-parking, no-ride, and slow zones (section (E)(2)(a)).



Open Approach Toward Data Sharing

- Live data provisioning to the City through a **personalized dashboard** or third-party integrations, if required (section (J)(1))
- **Dedicated channels for the City to request and receive data**, in full compliance with local regulations
- Strong data privacy and security standards; Bird has **never suffered a malicious hack or data breach**

2. Description of the organization/company

Founded in 2017, Bird's mission is to help cities reduce car trips by providing an affordable, accessible, and convenient transportation alternative. We were the first operator to deploy shared e-scooters, introduce geofencing technology, offer free helmets to our riders, provide cities with real-time Mobility Data Specification (MDS) data, custom-design our own vehicles, integrate e-scooters with public transport, and the only operator to have engineered a fourth-generation vehicle—the new Bird Three. Many of our “firsts” have since become standard practice and implemented by micromobility companies around the world.

3. E-scooter services / equipment offered

Bird will bring to Oak Park a turnkey micromobility program featuring our latest Bird Three e-scooters (section (C)(1)) and parking solutions (Section (A)(2)) at zero cost to the city.

4. Current organization size and ownership structure

Bird is a wholly owned subsidiary of Bird Rides, Inc., a publicly traded company (NYSE: BRDS) operating in over 400 cities worldwide. Travis VanderZanden is President and CEO of Bird Rides, Inc.

5. Number of years the organization has been supporting this service

Bird has been supporting shared micromobility services for over 4 years.

6. Number of full-time employees

Bird's global operations are supported by over 600 full-time employees.

7. All office locations (city/state, include country if outside the United States)

Corporate Headquarters: 406 Broadway #369, Santa Monica, CA 90401

R&D Facility: 9927 Jefferson Blvd, Culver City, CA90232

Amsterdam Office: Rokin 92, Amsterdam, 1012 KZ, Netherlands

8. List all locations where your operating license or permit was revoked, if applicable, and the reason(s) for revocation

As the inventor of scooter share, Bird operated before cities had specific regulations or permits that allowed or did not allow our business. Cities sometimes requested Bird pause operations while an ordinance or permit could be drafted and implemented (often with Bird's input). Other cities passed legislation expressly prohibiting scooter share. Bird believes that its operation in each city where it deployed scooters was always legal but since early 2019 made the decision to not enter a market without explicit permission. Please see Appendix 1 for a list of markets where Bird historically has involuntarily discontinued or temporarily suspended operations.

Any other information/documents that may assist the City in evaluating your proposal

Local Partnerships to Benefit Oak Park

Bird has existing relationships with local Detroit area transit companies that will help us provide a seamless integration to connect Oak Park riders to surrounding communities. In 2021, we participated in the TRU (Transportation Riders United) “Green Mobility Showcase” in Royal Oak to highlight how micromobility can help provide fun, sustainable, and affordable transportation alternatives. We also have an ongoing partnership with MoGo to feature their bikeshare program directly in the Bird app to help encourage multimodal mobility and reduce dependence on ICE vehicles. MoGo provides service in Oak Park already, so this partnership would be up and running day one if Bird is awarded a contract to operate in the city. Riders searching for vehicles in the Bird app will automatically be able to see nearby public bike stations along with the number of bikes currently available at each. Tapping the icon will take the rider to the MoGo app where rentals can be started in just a matter of moments.

References

Reference 1: St. Clair Shores, MI

- **Service Location (City/State or Province, university, etc.):** St. Clair Shores, MI
- **Contact Name/Title:** Bill Gambill, Assistant City Manager
- **Contact Person’s Organization:** St. Clair Shores, MI
- **Phone Number:** (586) 447-3321
- **Email Address:** gambillb@scsmi.net
- **Date of Program Launch (Month/Year):** April 2021
- **Local System Brand Name (if applicable):** Bird
- **Fleet size(s) – include size of pilot fleet if pilot phase was conducted, size at initial deployment (if applicable), and current fleet size by type of vehicle (include all versions of the same vehicle type):** Pilot: 75 e-scooters | Current: 105 e-scooters (Model: Bird One)
- **Operating hours of the day and months of the year (note any seasonal reductions in fleet):** 4am-12am; paused for winter per city agreement
- **Minimum age to access service(s); what dictates the minimum age (e.g., insurance, company policy, municipal requirement)? Current pricing structure for single trips and/or passes, including any special pricing or programs for certain populations (e.g., lower income persons, students):** Per Bird’s company policy, the minimum age to access our services is 18. Bird’s standard pricing structure for single trips and/or passes, including any special pricing programs, as detailed in sections (I)(1)(a)-(b), applies in this market.
- **Payment options including cash and other options that do not require a cell phone:** Bird offers cash, credit, debit, prepaid cards as payment options and non-smartphone options (sections (I)(2)(a)-(b)) in every market we serve.
- **Fees charged (if applicable) by municipality (i.e., permit or license, per vehicle and/or per ride paid, performance bond, escrow) including frequency (e.g., monthly, quarterly, annually, etc.):** None

- **Safety History** – attach a summary of the service’s safety, including any vehicle recalls and failures, reported crashes involving people using the service, and workforce safety records.: See Appendix 2 for a summary of safety incidents in St. Clair Shores.
- **Complaint History** – attach a summary of this service’s complaint history including user and non-user complaints, complaints from the municipality, etc.: See Appendix 2 for a summary of complaints in St. Clair Shores.
- **Fine History** – attach a summary of fines or other reprimands assessed on your service(s) for issues like improperly parked/abandoned vehicles, vehicle maintenance, permit/contract non-compliance, etc.: None
- **Judiciously provide other relevant information that would aid the City of Oak Park in reviewing the services you provide.:** N/A

Reference 2: Bay City, MI

- **Service Location (City/State or Province, university, etc.):** Bay City, MI
- **Contact Name/Title:** Dana Muscott, City Manager
- **Contact Person’s Organization:** Bay City, MI
- **Phone Number:** (989) 894-8146
- **Email Address:** dmuscott@baycitymi.org
- **Date of Program Launch (Month/Year):** June 2021
- **Local System Brand Name (if applicable):** Bird
- **Fleet size(s) – include size of pilot fleet if pilot phase was conducted, size at initial deployment (if applicable), and current fleet size by type of vehicle (include all versions of the same vehicle type):** Pilot: 100 e-scooters | Current: 175 e-scooters (Model: Bird One during pilot, currently Bird Three)
- **Operating hours of the day and months of the year (note any seasonal reductions in fleet):** 4am-12am; paused for winter per city agreement
- **Minimum age to access service(s); what dictates the minimum age (e.g., insurance, company policy, municipal requirement)? Current pricing structure for single trips and/or passes, including any special pricing or programs for certain populations (e.g., lower income persons, students):** Per Bird’s company policy, the minimum age to access our services is 18. Bird’s standard pricing structure for single trips and/or passes, including any special pricing programs, as detailed in sections (l)(1)(a)-(b), applies in this market.
- **Payment options including cash and other options that do not require a cell phone:** Bird offers cash, credit, debit, prepaid cards as payment options and non-smartphone options (sections (l)(2)(a)-(b)) in every market we serve.
- **Fees charged (if applicable) by municipality (i.e., permit or license, per vehicle and/or per ride paid, performance bond, escrow) including frequency (e.g., monthly, quarterly, annually, etc.):** None
- **Safety History** – attach a summary of the service’s safety, including any vehicle recalls and failures, reported crashes involving people using the service, and workforce safety records.: See Appendix 2 for a summary of safety incidents in Bay City.
- **Complaint History** – attach a summary of this service’s complaint history including user and non-user complaints, complaints from the municipality, etc.: See Appendix 2 for a summary of complaints in Bay City.

- **Fine History** – attach a summary of fines or other reprimands assessed on your service(s) for issues like improperly parked/abandoned vehicles, vehicle maintenance, permit/contract non-compliance, etc.: None
- **Judiciously provide other relevant information that would aid the City of Oak Park in reviewing the services you provide.:** N/A

Reference 3: Midland, MI

- **Service Location (City/State or Province, university, etc.):** Midland, MI
- **Contact Name/Title:** Grant Murschel, Director of Planning and Development
- **Contact Person's Organization:** Midland, MI
- **Phone Number:** (989) 837-3374
- **Email Address:** gmurschel@midland-mi.org
- **Date of Program Launch (Month/Year):** March 2021
- **Local System Brand Name (if applicable):** Bird
- **Fleet size(s) – include size of pilot fleet if pilot phase was conducted, size at initial deployment (if applicable), and current fleet size by type of vehicle (include all versions of the same vehicle type):** Pilot: 100 e-scooters | Current: 100 e-scooters (Model: Bird Zero)
- **Operating hours of the day and months of the year (note any seasonal reductions in fleet):** 4am-12am; paused for winter per city agreement
- **Minimum age to access service(s); what dictates the minimum age (e.g., insurance, company policy, municipal requirement)? Current pricing structure for single trips and/or passes, including any special pricing or programs for certain populations (e.g., lower income persons, students):** Per Bird's company policy, the minimum age to access our services is 18. Bird's standard pricing structure for single trips and/or passes, including any special pricing programs, as detailed in sections (I)(1)(a)-(b), applies in this market.
- **Payment options including cash and other options that do not require a cell phone:** Bird offers cash, credit, debit, prepaid cards as payment options and non-smartphone options (sections (I)(2)(a)-(b)) in every market we serve.
- **Fees charged (if applicable) by municipality (i.e., permit or license, per vehicle and/or per ride paid, performance bond, escrow) including frequency (e.g., monthly, quarterly, annually, etc.):** None
- **Safety History** – attach a summary of the service's safety, including any vehicle recalls and failures, reported crashes involving people using the service, and workforce safety records.: See Appendix 2 for a summary of safety incidents in Midland.
- **Complaint History** – attach a summary of this service's complaint history including user and non-user complaints, complaints from the municipality, etc.: See Appendix 2 for a summary of complaints in Midland.
- **Fine History** – attach a summary of fines or other reprimands assessed on your service(s) for issues like improperly parked/abandoned vehicles, vehicle maintenance, permit/contract non-compliance, etc.: None
- **Judiciously provide other relevant information that would aid the City of Oak Park in reviewing the services you provide.:** N/A

A. Pilot Operations Area

1. If you suggested modifications to the proposed pilot service area and/or general have recommendations about shared vehicle hubs including design, size, desired density/spacing of hubs, please describe.

Bird does not suggest modifications to the proposed pilot service area. To maximize convenience to users, we do recommend that a free-floating model for scooter parking is adopted in Oak Park. This would enable riders to park scooters throughout the city, outside of geofenced exclusion zones protecting ADA access and building entrances. Free floating allows users to effectively travel “door-to-door,” while eliminating the necessity for physical infrastructure interventions for scooter parking. However, Bird will work closely with city officials to ensure that the most suitable parking strategy is implemented and can provide a suite of parking solutions such as but not limited to virtual docking stations and designated marked parking, as discussed below.

2. Please describe in detail the station, docking, parking and/or charging equipment you are proposing (if any) to be placed within designated shared micro mobility hubs. Provide pictures, graphics and/or schematics/drawings of the equipment and typical dimensions, space requirements and/or typical layouts of this equipment, including when the equipment is empty and when it is being used by your vehicles.

We will encourage Birds to be parked in geofenced parking hubs, “nests,” (see section (D)(1)(a)) that can be clearly identified to both riders and the general public via a clearly marked parking mat, stencil, and/or signage. We are happy to collaborate with the City on the design of the stations, including featuring Oak Park-specific messaging and/or branding or collaborating with local artists to design parking space murals and other designs. Below we have included examples of our standard light parking infrastructure options. For more information on our parking technology, please see section (E)(1)(a).

Physical Signage

Bird can provide highly visible signage to help riders easily locate approved parking locations. We offer a variety of signage solutions, including standing, wall or ground mount. Our signs can be placed on any street sign adjacent to the Bird parking solution, or on building facades for partnering businesses or institutions like hospitals, universities, or museums. All signage is reflective for high conspicuity and can include braille script.



Parking Stencils

Best for sidewalks with low to moderate pedestrian volumes, in front of retail businesses, or at park/plaza edges, where stencils will have reduced physical impact on the street floor. Our parking stencil consists of four white, reflective brackets that are highly visible in low light. They are fully adjustable to fit available space and accommodate the desired number of vehicles, in addition to being weatherproof and waterproof to withstand rain and other precipitation.



Space Requirements	11 in x 11 in (each bracket)
Marking/Signage	White reflective brackets. Adjustable based on given infrastructure needs.
Installation	Our stencil is available in both a vinyl form with an easy adhesive installation and a paint version that uses aerosol marking paint.

Parking Mats

Best for mitigating parking clutter in high-traffic areas and outside local businesses. Each mat is made of durable recycled rubber and features reflective white outlines for easy visibility in low light. The mats are also weatherproof and waterproof and can be easily adjusted and relocated.

Parking mats



Parking space: 10 Birds
Dimensions: 3.9 ft x 10 ft



Parking space: 5 Birds
Dimensions: 3.9 ft x 5 ft



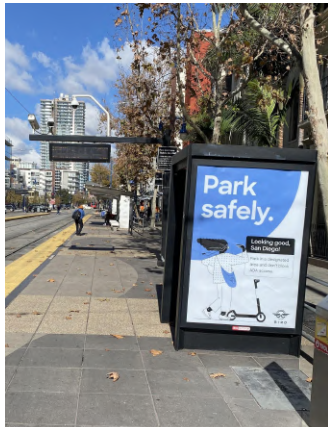
Space Requirements	Small - 3.9 ft x 5 ft Large - 3.9 ft x 10 ft
Marking/Signage	Black and white design with reflective white markings.
Installation	Easy-to-install vinyl mats are glued to the ground.

3. Describe outreach/education plans to users about both the pilot operating area and the required use of parking “hubs” (and stations if your proposed service uses traditional stations).

As part of our ongoing commitment to educating riders about the pilot operating area and the required use of parking hubs/nests, we have developed several education and outreach strategies to encourage safe and proper riding and parking, including:

In-App Education

In Oak Park, Bird will launch an in-app campaign with Oak Park-specific reminders for our riders, including an illustrative parking tutorial for first-time riders that provides a clear and informative step-by-step guide on how to safely and successfully park our vehicles. We will also include parking and operating

	information on our in-app pledge cards (see section (G)(4)). The campaign's focus will be on informing riders about the boundaries of the pilot operating area as well as the required use of parking hubs/nests.
On-Vehicle Hang Tags	Bird will have information about the pilot operating area and required use of parking hubs on physical tags hung on vehicles throughout the operating area (see section (G)(4)).
PSA Advertising Campaigns	In 2021, Bird launched a national PSA campaign to promote safe riding and responsible parking. We partner with local businesses and transit providers to display messages throughout the city promoting our service and encouraging proper parking such as "Park Safely" and "Don't Block the Ramp, Be a Champ."  

For more details on our complete education and outreach plan for Oak Park, please see section (G)(3).

B. Fleet Size

1. Understanding that information plus the proposed pilot service area information (see Appendix C), please provide an overview of how fleet size is determined for a community – pilot phase and longer term – including the fleet size(s) you are proposing for Oak Park.

In Oak Park, Bird proposes to operate a maximum fleet of 250 Bird Three e-scooters. We typically recommend a phased deployment plan, giving us the necessary time to take a careful and coordinated approach in educating riders, evaluating their behavior and adjusting our operations as required. We plan to create and implement a phased plan for Oak Park. Our Account Manager will collaborate closely with city staff from commencement of the program, who will assist us with implementing necessary and informed adjustments over the course of the program.

Phase 1

In Phase 1, we propose to deploy a maximum of 75 Bird Three e-scooters, which would be operational throughout the boundaries of the city. This fleet size would be appropriate for the launch of the program and would allow Bird and the city to regularly review operations, discuss feedback, and make adjustments as needed. Our experienced Fleet Managers (see section (F)(4)) will deploy, rebalance and maintain vehicles throughout the operating area. This Phase 1 approach will introduce the program gradually, allowing us to

educate Oak Park's residents and visitors on safe riding practices, and address any safety concerns before increasing the fleet size.

Phase 2

As ridership increases and any unfilled demand is identified in areas around the city, we would seek to commence Phase 2 and increase fleet size by up to 175 Bird Three e-scooters for a maximum of 250 total vehicles. Phase 2 involves Bird reviewing the data gathered from Phase 1 and adjusting the program as needed. Guided by our advanced Vehicle Location Services (VLS) technology and with input from Oak Park officials, we would look at whether we need to add more vehicles to the fleet, whether we need more or less vehicles in certain locations, whether parking locations are being used efficiently or if we need to deploy them in more/less/different locations, and how we can focus and adapt our marketing and communications messaging to better reach certain riders. Our Account Manager would collaborate closely with city staff to ensure implementation is successful and satisfies Oak Park's transportation objectives and we would not add to the fleet without approval from Oak Park City Officials. Our operations team would be responsible for deploying and rebalancing vehicles, ensuring that an appropriate distribution is constantly maintained.

C. Proposed Equipment and Vehicles

1. E-Scooter: Provide the following information for the e-scooter(s) you offer, noting what is standard or optional equipment or not available. Include one or more photographs/graphic images of each e-scooter. If there is a specification sheet that provides the following information, this should be included in your response:

Bird Three

Bird is pleased to offer Oak Park our newest and most advanced e-scooter, the Bird Three. The world's most eco-conscious e-scooter, Bird Three is the culmination of over four years of experience working in partnership with 400+ cities globally to turn drivers into micromobility riders. Our in-house team of engineering and vehicle design experts developed it to provide the safest, smartest riding experience possible—all with an unrelenting focus on accessibility and sustainability.

a. Height and weight ranges of persons accommodated including weight limit

Bird Three accommodates users ranging in height from 4'11" to 6'5" and can support up to 250 lbs. There is no minimum weight for riders.

b. Ability for the user to make adjustments to enhance fit for their size

Bird Three has been designed to suit all shapes and sizes without the need for adjustments. Bird Three features an extended chassis and wider handlebars compared with previous models to create a better vehicle fit for our riders as well as a more comfortable ride.

c. Front lighting including distance visible in feet, light color(s), solid or blinking light, power source, and run time of lights when vehicle is in use but not in motion (e.g., waiting at a signal). All vehicles shall have front white solid lights (LED preferred) that are visible from at least 500' and a rear reflector visible from 600 ft away in dusk, dawn and nighttime conditions.

Bird Three features a German-certified front white solid light that can be clearly seen from at least 500 feet, German-certified red rear light that can be clearly seen from at least 500 feet, and a rear reflector that can be clearly seen at least 600 feet away in dusk, dawn, and nighttime conditions.

d. Reflectorized materials including wheel reflectors (white), front and rear reflectors, reflectorized wheel trim, etc.

Bird Three features front, rear and side amber reflectors (UN ECE R3).

e. All vehicles shall be equipped with a bell on the handlebar to assist in alerting other road and trail users when passing and other similar conditions.

Bird Three is equipped with a bell on the handlebar.

f. Baskets or similar ability to carry cargo. The City's preference is for e-scooters with this capability to respond to community input for the ability to carry cargo like groceries or other similar items.

Bird Three does not have a basket or similar cargo-carrying feature. Our partnership with Scootaround (section (C)(3)(a)) can provide riders in Oak Park with access to adaptive vehicles that feature baskets or similar cargo-carrying features.

g. Active global positioning system (GPS) and/or RFID (radiofrequency identification) technology including the type, how it's secured, what data is it collecting, and how is the data retrieved including frequency.

Bird Three features active GPS and other location technology. Location data is collected via the Bird Three's on-board proprietary sensor fusion microchip, which fuses real-time data about the vehicle (e.g., wheel speed, turning history) with GPS signal to ensure quality and accuracy. Bird's devices maintain a GPS ping rate of every five seconds while on-trip. When parked, the ping rate shifts to 30 seconds or less.

h. Ability for the vehicle(s) to be clearly and individually/uniquely identified.

All Bird Threes feature a unique, individual identification number printed on the vehicle.

i. User information is typically displayed on each vehicle (e.g., operator contact information, instructions on how to use the vehicle, safety information, etc.)

Bird Three features decals with user information clearly displayed, including operator contact information, instructions on how to use the vehicle, and safety information

j. Level of exposure of key components including brake and shift cables/housing. The City's preference is for internally routed cabling for shifting and braking equipment to minimize safety risks to users and to reduce maintenance and vandalism costs.

All cabling for the dual braking system, as well as the battery and other key components are housed and routed through internal channels in the vehicle to protect against environmental damage and vandalism. Specialized plastic fairings are used on the handlebars to cover any exposed cable, and cables are run internally to the rear of the vehicle through cavities within the chassis.

k. Theft and/or alert equipment or systems (e.g., on-board locks)

Bird vehicles feature enterprise-grade technology that deters vehicle theft and hacks to the onboard computer system. If someone were to remove or hack into the control module, the vehicle would be unusable. Our vehicles also feature smart alarms that ring when a Bird is moved too far or too fast (above 15 mph) without being unlocked and alert operations staff to quickly respond. The alarm is designed to automatically shut off after 10 minutes to avoid being a nuisance. We also lock the rear wheel after it is moved beyond approximately three feet (to provide for proper parking). Additionally, our latest vehicles have a seamless design with no exposed screws or cables, and also feature the industry's only integrated IP68 battery—all of which helps deter theft and vandalism.

l. Manufacture of origin

Bird Three is designed in California and assembled in China.

m. Primary materials used in the vehicle(s) frame and components

Bird Three Component	Material Composition
Handlebars	A380-aluminum
Deck / Frame	A380-aluminum
Wheels	Rubber
Brakes	Ceramic brake pads with aluminum housing and steel fasteners
Lights	PMMA high-transmission lamp cover
Motor	Copper windings with magnets
Battery	Lithium-ion

n. Weight of the vehicle(s) – standard and with added options

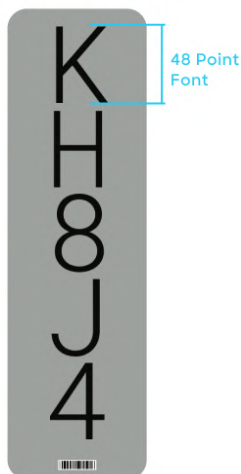
Bird Three weighs 52.9 lbs.

Bird Three Specifications:

BirdThree



TACTILE UNIQUE ID

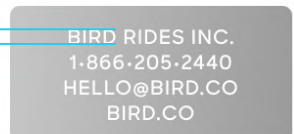


SAFETY DECAL



TACTILE CONTACT DECAL

16 Point Font



A Most Sustainable Battery

- **Increased Capacity:** Bird Three has a battery capacity of up to 1 kWh, meaning it requires less frequent charging and delivers more miles traveled on a fully charged battery than any other shared scooter available today. More miles traveled leads to more sustainable rides and, ultimately, decreased carbon emissions throughout the vehicle's entire life cycle due to dramatically reducing the number of operational trips required to recharge it.
- **IP68 Rated:** Industry's best protection against water and dust damage keeps Bird Three batteries safely running for 14,000 miles. We engineered our batteries to last up to four times longer than our scooters and ensure they are responsibly recycled at their end of life. Bird is also exploring giving these cells a second life in other devices.
- **Structural Integration:** Like the batteries used in the newest Tesla models, Bird's structural batteries reduce vehicle mass, improve range and sustainability, and remain connected to Bird Three's telematics and cloud communications.
- **Hermetically Sealed Battery Casing:** Fully weatherproof and tamper-proof casing keeps riders safe by minimizing the risk of battery damage and/or theft.
- **Smart Battery Management System:** Our Battery Management System alerts our local teams to immediately unplug when charging is complete, reducing strain on the battery and extending life. Longer-lasting batteries with longer range means fewer batteries needed and a lower carbon footprint.

B Unrivaled Durability

- **Multi-Material Chassis:** Material properties include aerospace-grade aluminum, which provides best-in-class durability.
- **Impact Resistant:** Independently tested and verified to withstand more than 60,000 curbside impacts, Bird Three is built for the rigors of shared use.
- **Anti-Tip Kickstand:** Bird Three stands upright on any surface and is very difficult to tip over thanks to its multiple points of contact with the ground.
- **Automotive-Grade, Self-Sealing Pneumatic Tires:** Our proprietary tire design ensures a soft ride over all surfaces without risk of getting a flat or requiring complicated suspension systems that are prone to safety issues.

C Industry-Leading Braking

- **Dual Independent Brakes:** Superior braking performance on each wheel results in a stopping distance of less than 7 ft at full weight capacity (250lbs).
- **Autonomous Emergency Braking:** The industry's only active safety technology designed to detect brake failure and intervene to prevent an accident.
- **2x Hidden Brake Cables:** Hidden and covered brake cables to increase protection against weather damage and vandalism.

D Smart Acceleration Technology

- **Dual-Sensor Throttle:** Automotive-grade acceleration that provides functional safety and absolute accuracy in speed control through two independent measurements.
- **Beginner Mode:** A gentle acceleration option that lets new riders gradually work their way up to full speed.

E Proprietary Bird Operating System

- **Over-the-Air Upgrades:** Our industry-leading operating system allows us to instantly and wirelessly apply the latest system updates to Bird Three.
- **Accurate Geofences:** Bird OS enforces strict adherence to speed limits, no-ride and slow

zones in cities.

- **Auto-Calibration:** Brake sensors are automatically calibrated to ensure accuracy and safety.
- **Anti-Theft Encryption:** Encrypted embedded software keeps riders safe and helps deter theft.

F Real-Time Diagnostics

- **Real-Time Fault Detection:** Millions of daily autonomous fault checks self-diagnose and report hundreds of unique events, from abnormal battery temperatures to a sticky brake. This technology makes it easier for Bird to manage its devices remotely and allows our teams to quickly locate distressed vehicles before damage or vandalism can place riders at risk.
- **200+ On-Vehicle Sensory Inputs:** Fully customizable diagnostic sensors monitor every component of Bird Three.

G Intuitive Handling for All Riders

- **Extended Chassis:** A longer wheelbase provides more stability on all terrains, creating a better vehicle fit for people of all shapes and sizes and improving riders' overall comfort.
- **Wider Handlebars:** A wider grip makes Bird Three's handlebars easier to grasp and provides better handling.
- **Self-Centering Assisted Steering:** The only e-scooter that provides self-centering steering assistance to improve safety and stability when riding over rough terrain.
- **Antimicrobial Grips:** Added protection helps keep all riders healthy and safe.

H Exceptional Visibility

- **Neck Status Light:** New, highly visible status indicator lets riders and team members immediately know the health and charge of a vehicle even from across the street.
- **German K-Mark-Certified LED Headlight and Brake Light:** High-powered automatic lighting certified to the highest standards of road safety provides superior visibility while riding, even during daylight hours.

Additional Bird Three Specifications:

Physical Dimensions (L x W x H)	47.7" x 19.3" x 46.8"	Kickstand	Dual, center
		Color	Silver and blue
Deck (L x W)	26" x 6.2"	Headlight	German-certified white light that can be clearly seen at least 500 feet from the front. Federal and state law compliant.
Deck Height	6.85"	Tail Light	German-certified red light that can be clearly seen at least 500 feet from the back. Federal and state law compliant.
Ground Clearance	3.9"	Horn / Bell	Bell
Branding	Bird branded with no third-party advertising	Reflectors	Front, rear and side amber reflectors (UN ECE R3) that can be clearly seen

Weight	52.9 lbs		at least 160 feet from behind when a vehicle's headlights shine on it.
Battery Capacity	763 Wh (21.0 Ah) (60-cell)	License Plate Bracket	Yes
Battery Enclosure	Fixed, under the deck	Communications	Bird VCM 4.0, GPS, Bluetooth, VLS
Voltage	36V (nominal) 42V (max)	Display Tech	240x240 LED
Maximum Speed	15 mph; can be adjusted in certain geofenced areas if City requests.	Operating Temperature	-4°F to 140°F
Range (maximum distance)	35 miles	Storage Temperature	-40°F to 176°F
Climbing Slope	20% grade	Charging Temperature	32°F to 122°F
Max Payload	250 lbs	Supported Chargers	4A - 5.8h 3A - 7.4h 2A - 10.7h 1.7A - 12.4h
Wheel Size	10" x 2.5"		
Tire Type	Pneumatic/sealant	Weather Rating	Chassis IP67 / Motor IP67 Brain IP67 / Battery IP68 2m 2hrs
Drive Wheel	RWD		
Power Output (motor)	200W (nominal) 33 Nm (max torque)	SKU (Region)	VA-00005 (U.S., EU) VA-00011 (Brainless)
Adjustability	Bird Three has been designed to suit all shapes and sizes without the need for adjustment, and can accommodate riders from 4'11" to 6'5" comfortably. Bird Three features an extended chassis and wider handlebars compared with previous models to create a better vehicle fit for our riders as well as a more comfortable ride.		
Component Exposure	All cabling for the dual braking system, as well as the battery and other key components are housed and routed internally to protect against weather damage and vandalism. Brake cables are protected from vandalism and environmental damage by routing them through internal channels in the vehicle. Specialized plastic fairings are used on the handlebars to cover any exposed cable, and cables are run internally to the rear of the vehicle through cavities within the chassis.		

Bird Three Safety Standards:

Safety Standard	Details
UL 2272 (Personal Hovercraft Safety)	Voluntary safety certification standards centered around specific personal mobility devices.
UL 2271	A certification that ensures battery safety.
ISO 12100 (Safety Risk Assessment)	Safety and risk assessment principles to avoid danger and risk centered around machinery.
UL 991	Safety standard that tests the safety of the sophisticated software crucial to the proper and safe functioning of the battery pack, as well as how the battery interacts with the system as a whole.
UL 1642 Certification	A safety standard for lithium batteries.
IP67 (chassis) IP68 (battery - Bird is the only micromobility company offering a battery that has achieved this rating.) IP67 (brain) IP68 (PCM)	The IP code is a classification system developed by the International Electrotechnical Commission that rates the degree of protection against intrusion, dust, accidental contact and water.
FCC 47 CFR Part 15	Emissions and transmissions standards.
Battery CB (IEC 62133)	Specific requirements and tests for the safe operation of batteries and cells.
UN/DOT 38.3 Certified	Regulations to ensure the transport safety of our batteries.
CE Low Voltage Directive	A general electrical safety test sequence.
REACH	Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) certificate ensures devices are compliant with EU regulations related to restricting the levels of specific chemical substances in all imported goods.
RoHS	RoHs (Restriction of Hazardous Substances) certification ensures electronic equipment does not include a number of hazardous materials restricted by the EU.
CE RED EMC/Safety	The EU's Radio Equipment Directive (RED) manufacturing standards for radio products relating to their health and safety, electromagnetic compatibility (EMC), and efficient use of the radio spectrum.
WEEE	Certification proves a company is compliant with the EU's Waste Electrical and Electronic Equipment regulations.
IEC 60335-1	Electric battery charger safety.
Manufactured by an ISO 9001:2015 Supplier	A certification that requires a documented Quality Management System and Processes, regularly audited by independent firms.

2. Vehicle Speeds:

a. Detail the operating speed range of the vehicle(s) offered including minimum and maximum operating speeds? Can this be customized?

Bird Three is capable of operating at speeds between 1 and 19 mph. Bird can set customized speed limits throughout the entire service area or in certain areas of the city, as discussed on page section (E)(2)(b).

b. What are your desired lowest, average and highest operating speeds per e-scooter?

Lowest: 10 MPH

Average: 15 MPH

Highest: 19 MPH

c. How are the speeds of any e-scooter vehicles you offer managed?

Bird uses our Geospeed technology to manage the speed of our e-scooters in real-time. Our technology communicates directly with the onboard mapping system loaded into the Bird Three's Brain to adjust and limit speed based on the vehicle's location using our advanced geofencing technology. This direct line of communication recognizes changes in speed limits, including when a vehicle is entering a slow-zone, and will begin to gradually slow the vehicle down within 0-2 seconds.

d. How does your organization ensure that the vehicle(s) do not exceed the maximum speed?

Bird employs geofenced speed limiting technology that can be customized to enforce speed limits throughout the entire operating area and/or in certain areas or on certain streets.

e. Can vehicles be geofenced to not be allowed to travel along but able to cross certain speed roadways?

Our on-vehicle geofencing technology is accurate enough to not allow travel along certain roadways but allow riders to cross them. We can also include a custom in-app alert that informs riders of these specific rules when they rent our devices, as well as highlight them as part of our other educational efforts. For more details on geofencing technical specifications and accuracy, see section (E)(2).

f. Can the vehicle(s) be gradually slowed and locked if the maximum speed is exceeded?

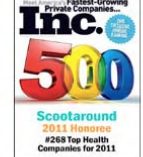
Using our on-vehicle speed governor and geofencing technology, we can implement a range of speed limits (both temporary or permanent) in different areas of a city and on specific streets. If a rider enters one of these areas, Bird alerts the individual via mobile phone as well as audible and visual alerts on the Bird that the vehicle's speed is about to be safely reduced. Bird's Geospeed technology will automatically disable the throttle to not allow vehicles to exceed the maximum speed limit as determined by the City.

To prevent vehicles from exceeding the maximum speed when traveling downhill, Bird has developed **Safe Descent** technology. This safety feature uses regenerative braking to prevent freewheeling and makes it difficult to exceed city-specific speed limits even on steep declines. Once activated, Safe Descent slowly and safely decelerates the Bird's speed by converting the kinetic energy into power for the vehicle.

3. Adaptive Micromobility Vehicles

- a. Describe any adaptive e-scooters for persons with certain types of disabilities. (This could be vehicles offered directly by your organization or through a partnership with another organization.)

Bird partners with Scootaround, a global leader in personal transportation solutions, to offer a unique, on-demand accessible mobility program in several cities across the U.S. Scootaround specializes in renting mobility equipment like adaptive scooters and electric wheelchairs that enable users to remain mobile and maintain their freedom. The company serves over 2,500 locations across North America and Europe. They are also actively involved in the medical community and regularly participate in key conferences and associations, such as MedTrade and The Society for Accessible Travel & Hospitality (SATH) World Congress.



Scootaround Memberships and Affiliations



Whill



Bird Latch



Pride Gogo Sport

Adaptive Devices via Scootaround Partnership

“

Scootaround and Bird share the fundamental belief that personal, accessible mobility should be available to everyone who needs it. As micromobility options such as shared bikes and scooters continue to expand, we must ensure the benefits of these improved transportation networks be made as widely available as possible, including to persons with disabilities. Innovative partnership programs like this are an important part of that process, and we welcome Bird's proactive participation in bringing them to life.

- Kerry Renaud, CEO/Managing Director of Scootaround

b. If you do not currently provide adaptive vehicle options, please describe any plans to do so, including expected timeframe.

Not applicable. As stated above, Bird partners with Scootaround, a global leader in personal transportation solutions, to offer a unique, on-demand accessible mobility program in several cities across the U.S.

4. Other Equipment

a. Describe if and how you provide access to Consumer Product Safety Commission (CPSC) approved helmets (e.g., bicycle/scooter- and/or moped-style helmets) either on the e-scooter or through a program operated by your organization or through another vendor/partner.

Bird provides riders access to Consumer Product Safety Commission (CPSC) approved helmets and has given away thousands of free helmets to date. Riders can request a helmet online through our website (<https://birdhelmets.myshopify.com/>) or through the Bird app. Helmets are free and riders are only required to pay for shipping costs. Bird also regularly attends street fairs, festivals and local community events to hand out free helmets.



b. Do you offer system users access to any other type of equipment that supports safe and/or comfortable use of e-scooters?

Bird's in-app Safety Marketplace provides riders with a selection of curated and discounted safety products, including protective gear. Bird Three features an extended chassis and wider handlebars compared with previous models to create a better vehicle fit for our riders and a more comfortable ride, as well as self-centering steering assistance to improve safety and stability when riding over rough terrain.

c. Describe any power requirement, charging methods, charging frequency, and any proposed use of solar power to support the system.

Bird e-scooters are charged in our service locations as described in section (D)(1)(a), and do not require power from the City while in the field to support the system.

D. Fleet Distribution, Relocation/Removal and Rebalancing

1. System operations overview

a. Methods and frequency of deploying, redistributing and charging e-scooters.
Describe a typical daily vehicle rebalance process.

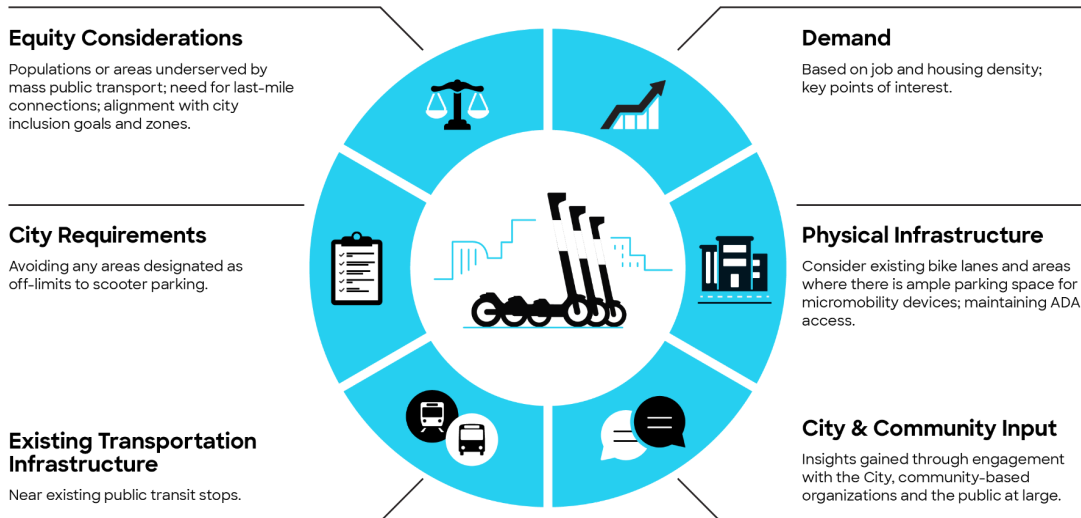
Methods for Deployment

Bird field teams will deploy vehicles throughout Oak Park at our nests (virtual, dynamic staging locations and parking hubs that will be predetermined in collaboration with City officials). Bird nests are positioned to complement an area's existing transportation infrastructure while also helping to fill in its mobility gaps. Bird has a team of urban planners, data scientists and operations specialists who consider an area's particular mobility needs when creating nests, while ensuring compliance with any equitable deployment requirements at all times.

Defining Nests

Bird considers the following factors and data points when creating eligible nests:

Strategic Deployment Hubs “Nests”



Nests are defined much more specifically than just an intersection or block face; they are precise locations identified as safe, attractive and convenient places to stage devices. When defining the specific parking corral, we consider factors such as sidewalk width, ADA access, curb ramps, red or loading zones, transit platforms, existing street furniture and building entrances.

Nesting Near Transit

Given public transit's vital role in affordably connecting people with opportunity, placing nests in locations that complement existing transit options is essential. As in other Bird markets, in Oak Park, we will prioritize nests near major transit locations, as well as in areas where micromobility devices can expand the transit catchment area into surrounding neighborhoods.

Iterating Over Time

Nests are virtual and dynamic, meaning they can be changed and repositioned at any time to best meet a community's needs. We collect input on nests through our many feedback channels, as well as in direct discussion with cities, businesses and the communities at large. We are also proud to provide data to cities to assist in the planning process for moving or establishing new dockless parking hubs.

Methods for Redistribution

We know that efficient operations require more than simply knowing the location and status of our fleet. They require real-time predictions on rider demand based on a holistic view of the past, current and future condition of each of our vehicles. That's why we built **Bird AI**, an advanced, proprietary operations management system that uses sophisticated artificial intelligence to monitor our fleet and precisely adjust operations based on predicted needs. Built from tens of billions of accumulated operational data points, our advanced Bird AI system enables us to dynamically rebalance our devices based on ridership patterns in

Oak Park throughout the day, week, and year—ensuring we provide equitable service, meet local demand trends, and avoid the overconcentration of devices in popular end-of-ride locations. For example, the system will help ensure that areas that have historically had high demand always have an adequate deployment of devices ready for riders. Similarly, on weekday mornings, Bird AI will highlight typical commuter and lunch routes and alert our team to rebalance should there be an over or undersupply of Birds in the area. Our Oak Park team will use these tools to oversee and efficiently manage our service 24/7.

Example data sources that inform Bird AI include:



Operational Data. Including historical ride data, unmet demand signals (e.g., when riders open the app but do not ride), onboard vehicle sensors and end-of-ride photos.



Real-Time City Conditions. Such as traffic and weather patterns, special events and inputs from cities and in-market teams.



City Profiles. Inclusive of local transit, zoning, density and more.

“

Similar to companies like Netflix, Amazon and Facebook, we’ve developed complex algorithms to better understand and eventually predict our riders’ preferences. This information is vital to improving mobility access and efficiency in cities. It tells us where and when riders will most likely be in need of transportation and allows us to intelligently optimize our operations to meet this demand.

- Justin Balthrop, Chief Technology Officer

Leveraging the data from our extensive global operations, Bird AI will allow our team to make **hourly adjustments** knowing when and where vehicles are needed each morning and throughout the day. Coupled with our billions of global data points collected over our four-plus years of operation, Bird AI is both predictive and reactive to increase the efficiency of our operations over time while managing the variables of the real world such as:



Monitoring Location. Our Vehicle Location System (see section (E)(2)(a)) allows us to track our vehicles’ location in real time. When combined with historical rider data, the combination allows Bird AI to anticipate where vehicles will be. This enables us to intervene if a vehicle’s status moves from a normal state like “ready” or “in-ride” to “in-peril”—an indication the vehicle is at risk of loss, theft or water damage. Additional statuses include: needs inspection, low-charge, missing, damaged, offline, submerged, and tipped. It also allows us to anticipate and solve parking issues before they happen.



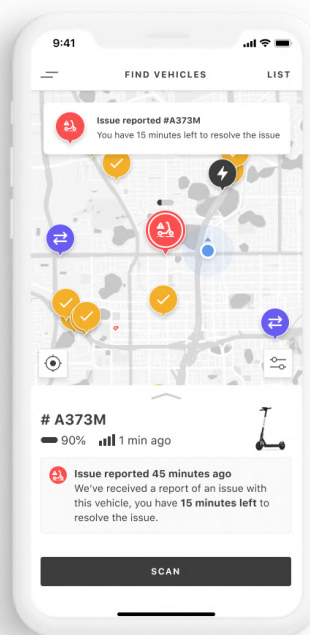
Number of Vehicles in Use. From allocating fleet deployments to initiating proactive redistribution or anticipating low battery levels, our system monitors the number of vehicles in the service area and sets caps for certain neighborhoods to prevent overconcentration and to ensure equitable fleet distribution in areas where transit access is limited and vehicle ownership is low. We combine machine learning based on historical supply and demand with local regulations to ensure Birds are in the optimal location at all times for every rider who wants to use the service.



Conditions of the Birds and Dispatching Local Operations. Bird AI monitors every vehicle's status using dozens of sensors that provide real-time data on each Bird's location, health, and battery status, and directs our operations teams when vehicles need attention. It assigns redistribution tasks for our field team and provides routes that optimize vehicle miles traveled (VMT) to lower our carbon footprint.

Bird Field Teams

Our local team will be on the ground daily to address field conditions including, but not limited to, inappropriate parking, excessive sidewalk clutter, knocked-over devices, unsafe conditions, and blocked passageways. Bird field teams work in shifts with each designated a specific portion of the fleet for which they are responsible. In addition to proactively correcting misparked devices and relocating Birds from over-concentrated areas, our field teams respond to devices flagged through our customer service channels and alerts from our operations management system, Bird AI (see above). For example, if the system detects a cluster of vehicles that could create an obstruction, Bird AI will immediately dispatch the appropriate team member charged with caring for that specific Bird via the field operations app.



Operator Mode

Methods for Charging

Bird Three holds a charge for up to 35 miles and can sit idle for as long as 60 days without losing charge. Once a battery dips to 15%, the e-scooter is disabled and marked for immediate collection by our field team, who transport the vehicle to our local service center for charging. Fleet Managers are provided with comprehensive training on how to handle batteries as well as safe charging practices before charging any vehicles. Our safe charging procedures include:



Regular Inspections. Local service center leadership engage in regular quality assurance and compliance checks of the electrical capacity of buildings. Our Environment Health and Safety (EHS) Supervisor also carries out a more extensive quarterly audit.



Building Safety. Operations leadership is always available on-site and is tasked with ensuring the electrical capacity of the building can handle the amount of charging taking place. We charge our e-scooters and swappable e-bike batteries in service locations approved by certified electricians confirming space and ventilation to prevent the overheating of batteries and cables.



Consulting with Exponent. To verify our practices are best in class, Bird partners with Exponent, the same leading Engineering and Scientific Consulting firm used by Tesla, to advise on battery safety and technology.

b. Describe how improperly parked vehicles and vehicles in need of service, damaged, inoperable, abandoned or vandalized are addressed, including response times and who is involved.

Vehicles that are improperly parked will be identified, removed, and relocated to a proper parking location by our Fleet Managers within 2 hours. Vehicles that are in need of service, damaged, inoperable, abandoned or vandalized will be identified and immediately removed from our mobile app, remotely locked, and made unavailable for rental until thoroughly inspected by our field team. Within 2 hours of notification, our team will recover the vehicle, remove it from the public right-of-way and service, clean, repair and replace the vehicle as needed.

c. Describe your plan for storage of vehicles (and other equipment as appropriate) during non- operational hours (could be daily or seasonally).

When not in operation, our vehicles will be stored and safely secured at our local service locations. This includes vehicles that are inoperable due to maintenance or charging needs, as well as vehicles that must be taken off the streets during pauses in service due to weather or other emergency events.

d. Describe how you will minimize potential negative impacts associated with practices related to collecting, redistributing, and recharging e-scooters.

Bird is committed to minimizing any potential negative impacts, such as congestion, double parking and excessive vehicle miles traveled, associated with practices related to collecting, redistributing, and recharging our e-scooters. As part of these efforts, we employ a number of unique and tailored operational strategies, as detailed below.

Solution	Details	Minimizing Impacts on the Right-of-Way	Minimizing Vehicle Miles Traveled
Fleet Manager Compliance	Bird promotes responsible shared use of the street through our in-depth Fleet Manager training, emphasizing maintaining ADA access, mitigating implicit bias, and respecting the community. Impact: We educate and train all Fleet Managers on how to safely and legally park		

	their vehicles when retrieving Birds for recharging, redistributing, or maintenance.		
Extending Battery Range and Charge-Hold Time	Our latest vehicles feature a waterproof, high-capacity battery with an extended range, as well as an advanced battery management system, enabling them to hold a charge range of 35 miles over 60 days. Impact: This dramatically reduces the need to recharge vehicles, helping our local teams reduce the need for frequent operational trips.		
Utilizing Off-Peak Hours	Our operations platform uses machine learning and predictive modeling to determine daily deployment needs across our service area. Impact: We use this information to proactively deploy Birds each morning during off-peak hours, limiting traffic congestion.		
Enforcing Safe Parking Practices During Operations	We require consistent and continuous training to ensure our Fleet Managers use best practices when retrieving and redistributing devices, including no double parking or blocking of ADA access. Impact: Utilizing this software helps Bird mitigate the negative impacts of our operations on the right-of-way.		
Field Mechanics	Bird's local team performs basic maintenance in the field. Impact: This avoids the need to transport vehicles to a local service location for minor repairs.		

e. Describe how service throughout a community and how to ensure equity in areas that have been traditionally underserved. You can respond more generally and/or with a specific relevant example(s).

Bird uses a variety of strategies to reduce barriers and increase access to our service among underserved communities. From targeted outreach and engagement to unique initiatives like our Community Pricing, the below strategies are based on our on-the-ground experience serving 400+ cities and were developed with input from the communities they aim to serve.

Targeted Outreach and Engagement

Bird will focus our outreach efforts in culturally diverse and low-income communities like Roseland, where residents may struggle with limited transit access, job displacement and lack of health services. Our team will host Connect events in partnership with organizations like IBA Detroit Community Development to help us reach our target audience. During these events, we will present our service, highlight Bird Community Pricing and our non-smartphone option, solicit feedback, and offer free on-site Bird rides and safety trainings. Bird will also support community-scale decision-making through initiatives like our Request a Nest campaign, encouraging residents to submit suggestions for Bird deployment locations via our website to ensure equitable access to our service in their neighborhoods.

Multilingual and ADA Accessibility

Approximately 14% of households in Oak Park speak a language other than English at home. In recognition of the diverse language needs and unique cultural landscapes of the city, Bird will translate our marketing materials into multiple languages, including Arabic, Spanish, and Russian. Our website and app are also available in 36 languages (see section (G)(2)(b)) and adhere to ADA standards with intuitive, easy-to-navigate user interfaces built with simplicity, perceivability and other core accessibility design principles in mind. Accessibility features include closed captioning for all videos and on-page navigation, captions and text alternatives to images. This ensures our service and digital education is accessible to the widest possible audience.

Bird Community Pricing

This equity pricing program provides 50% off our standard unlock and per-minute fees for qualifying riders, including low-income residents, seniors, veterans, and more. Bird will partner with the City of Oak Park to determine other eligibility requirements as needed and we look forward to working closely with the city to ensure equitable access to our service. Please see section (L)(1)(a) for more information.

f. Describe any activities to specifically address operational needs and issues related to the Americans with Disabilities Act (ADA).

An important focus of our team is maintaining ADA accessibility. Accordingly, we will work closely with the city's ADA office and local disability advocates to partner in the rollout of the program to ensure equitable access to all Oak Park residents and visitors. We provide and require sensitivity training for all Bird team members to ensure they understand the concerns of individuals with disabilities. Training includes common safety concerns, explanations of how people with disabilities interact with city infrastructure, for example how to redistribute Birds on corners in a manner that guarantees a wide-turning radius for wheelchair users.

2. Seasonal Operations Variations

a. Are your e-scooters removed during the winter months?

As the largest microbility provider in Michigan, operating in 13 cities in 2021, Bird understands the operational challenges Midwest winters can present. Based on our global operations as well as our experience serving cities like Detroit and Lansing throughout the winter months, we know the importance of responding quickly and efficiently when winter weather hits. Accordingly, our central team will monitor weather patterns in and around Oak Park and notify the local team about significant events. The team follows strict protocols based on local weather conditions (see below) and will collect e-scooters according to an agreed-upon timeline with the City, allowing substantial time well before city workers begin clearing snow and ice from public sidewalks, if applicable. We will follow a structured communications protocol with the City to provide visibility into Bird's removal operations and avoid conflicts.

- When winds reach 15 mph, we issue a warning for local operations staff, and when they reach 20 mph, we pull our fleet from the streets.
- During heavy snow or icy conditions, we pull our fleet from the streets and do not deploy additional vehicles.
- During torrential rain that causes flooding, we rapidly remove all Birds from the streets, beginning with the lowest areas in high-impact zones.

b Similarly, are your proposed hours of operation expected to change seasonally?

Bird does not expect our hours of operation to change seasonally. We are happy to work with Oak Park officials to adjust and adapt our operations seasonally as needed.

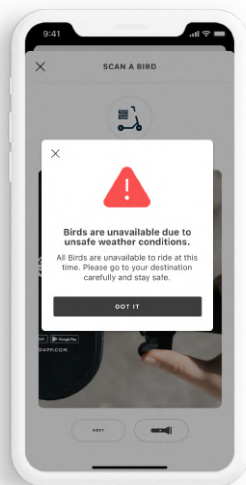
c. Describe your ability to close down operations (fully or partially) due to inclement weather (e.g., an official snow emergency) or other community or neighborhood emergency or significant event(s).

Bird has the ability to close down operations (fully or partially), following the removal protocols detailed above, for inclement weather or other community or neighborhood emergency or significant event(s). Birds will be made unavailable to rent within 5 minutes of the decision to suspend service, removed from the streets within 24 hours, and relocated to our local warehouse. Vehicles will not be placed back on the streets until it is deemed safe to resume operations.

Bird will work with the City to further develop approved standard operating procedures to remove our vehicles from the public right-of-way during weather or other emergencies or significant events.

d. How are individual e-scooters or the entire system/fleet that is shut down due to inclement weather or another declared emergency reflected online and on your smartphone app(s)? How quickly is this information publicly available?

In the event individual e-scooters or the entire fleet is shut down due to inclement weather or another declared emergency, local Bird riders will receive a notification via the Bird app that all riding is paused due to the event:



e. Do you employ any other methods for communicating area or system closures (e.g., social media, text-based push notifications, email, media releases, temporary signage at designated parking hubs, etc.)?

In addition to notifying riders via the Bird app, Bird can communicate area or system closures via social media, email, and other media releases.

f. How would you inform the City of Oak Park so we can be prepared to respond to public and/or media inquiries about these closures?

Bird's Account Manager for Oak Park will stay in constant contact with the City in the event of a closure to ensure that the City is informed and prepared to answer any inquiries about the closure.

3. Special Events Protocols

a. Describe a typical rebalance and reorganization of e-scooters before and after special major events.

Over the last four years, Bird has developed best practices for effective and efficient special-event coordination based on experience managing large events across the U.S., including the annual Detroit Grand Prix, the 2022 College Football Championship and 2021 March Madness in Indianapolis, the annual Cleveland National Airshow, and the 2022 Super Bowl in Los Angeles. We look forward to coordinating with the City to provide exceptional service during special events in Oak Park such as Winterfest, Summer Blast, and the Independence Day Parade.

We understand the importance of creating bespoke plans for every event to guarantee the safe and effective continuity of service, prioritizing pedestrian safety and courteous parking, compliance with street closures, as well as close coordination with other local micromobility operators.

Before special major events, Bird will work with City staff to create a tailored operations plan, including deploying more or less e-scooters in certain areas throughout the city to facilitate safe and efficient travel to, from, and around the city. Our field teams will rebalance and reorganize our fleet both before and after special major events according to the following protocols to ensure service is not disrupted:

Execution Protocols	
Real-Time Crowd-Flow Monitoring	Bird tracks changes in crowd distribution and shifts on-the-ground team presence according to demand.
Rebalancing	Bird uses predictive analytics, local knowledge, and on-the-ground teams to ensure effective and efficient rebalancing.
Transit Integration	We monitor patterns and flows of movement, adjusting our fleet allocations to meet rider demand at relevant transit stops before and after events. Bird's agile on-the-ground teams adjust deployments to encourage the use of public transit, relieve traffic congestion, and help residents and visitors move efficiently across the city.
Temporary Geofences	With the City's approval, Bird can create temporary no-ride, no-parking and slow zones in areas where high foot traffic is expected. For more details on our advanced geofencing capabilities, please see section (E)(2)(a).

b. In some instances, it may be necessary to close some access to e-scooter parking hubs. City staff understands the importance of minimizing these impacts to service access both for users and for service providers. Describe your communication needs (from the City) and your capacities to accommodate and inform users/potential users about these closures.

If City staff deems it necessary to close some access to e-scooter parking hubs, Bird can close individual virtual hubs after being notified by the City. We will then inform users of the closures through our app, social media, and email blasts.

c. Provide other relevant information on how you address impacts to your service during special events.

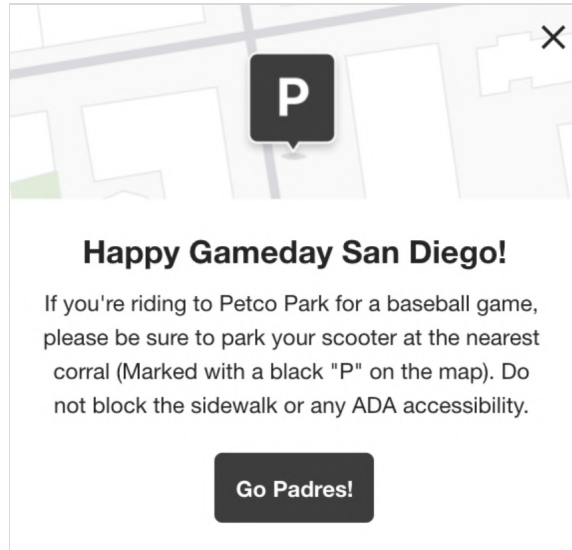
Whether Oak Park is hosting Winterfest, Summer Blast, or the annual Independence Day Parade, Bird will work with the city to create tailored operations plans for major special events that may impact our service.

Bird has years of experience collaborating with cities around the country to create special event plans that prioritize rider and pedestrian safety while maximizing access to sustainable transportation. In addition to the use of geofencing to establish temporary low speed and no-parking zones, as detailed in section (E)(2)(a), our preparation and execution protocols for special events will include:

- **Special-Event Parking.** Our team works closely with event organizers to create clearly marked dedicated parking areas at large events if required. We can also enforce or incentivize their use via our Preferred Parking feature (see section (E)(1)(a)).
- **In-App Landing Page.** We know visual aids have a significant impact on maintaining an orderly fleet. We create in-app landing pages during large events to keep our riders informed of temporary road closures and no-ride zones as well as highlight preferred event parking locations.
- **Alternate Forms of Communication.** Large events often come with limited cell reception. To mitigate the potential impact of this on our operations, our Oak Park Fleet Managers will use the Zello Walkie Talkie app, which allows communication without cell reception.
- **Communication with Local Authorities and Institutions.** We communicate with local authorities to coordinate in advance of special events.

SPOTLIGHT: San Diego Padres - San Diego, CA

Bird is experienced at staging devices for major events like Padres games at Petco Park in San Diego, California. On game days, we increase our on-the-ground presence to ensure scooters are parked compliantly in the area and away from significant ingress and egress points like the venue's entrance gates. Our team prioritizes the accessibility of Birds for game attendees while keeping the footpaths clear so pedestrian traffic can flow. Additionally, we proactively communicate parking instructions with pop-ups to riders in the local area prior to/during the game.



In-app pop-up parking reminder that Bird runs in the area surrounding Petco Park before and after games.

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With the challenges of transportation and parking that are part of major events, the availability of shared mobility devices is beneficial, but only with cooperation and responsiveness of the operators. Bird was typically the first operator to reach out to my department to request coordination meetings to ensure that they provided first- and last-mile scooter service to visitors with the least disruptions to an event's operations. They would work with my department on planning ride paths and staging logistics for safe and smooth scooter transportation to and from an event. If adjustments needed to be made during the event to improve safety and traffic flow, the Bird team was always present and very responsive.

- Carolyn Wormser, Former Director of Special Events at the City of San Diego

E. Infrastructure

1. E-Scooter Parking

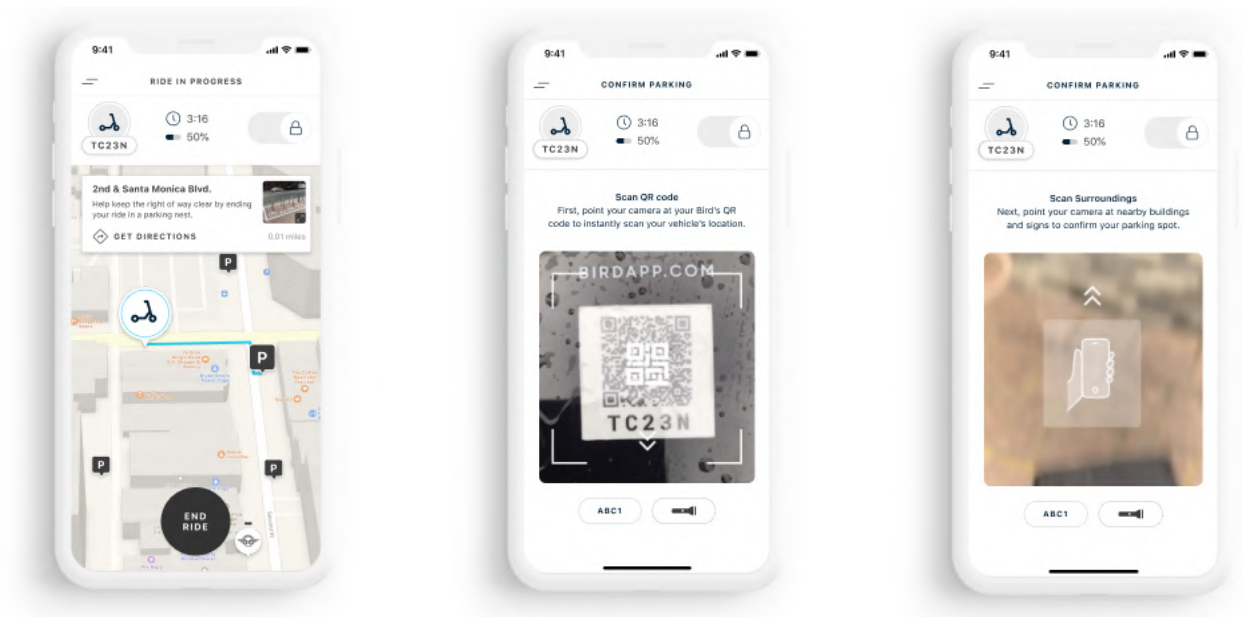
a. Describe your approach to ensuring that your service's e-scooters are properly parked between trips.

To ensure our e-scooters are properly parked between trips, we will encourage Birds to be parked in geofenced parking stations (nests), that will be clearly identified to both the rider and the general public via a clearly marked parking mat, stencil, and/or signage.

Bird incentivizes approved parking locations with Preferred Parking, a sophisticated in-app feature that uses our advanced geofencing capabilities, in-app education, real-world visual reference points, real-time navigation and GPS-enabled alerts to direct and reward riders when they end their rides at an approved location. To do this, the in-app feature:

1. Provides details on each approved parking location, including its position, a photo and a description of exactly where to park. It will also offer turn-by-turn directions to a rider's chosen location;
2. Educates riders on how to park using highly visible messaging, including full-screen prompts, in-ride reminders and parking pins that are prominently displayed on the map;
3. Incentivizes riders by offering future ride credits (up to \$5) every time they end their ride in a designated parking location; and
4. Gives feedback to riders using location-enabled alerts to let them know when they are in an approved parking area and eligible to receive incentives.

Rider Interface:



1. In-App Map:

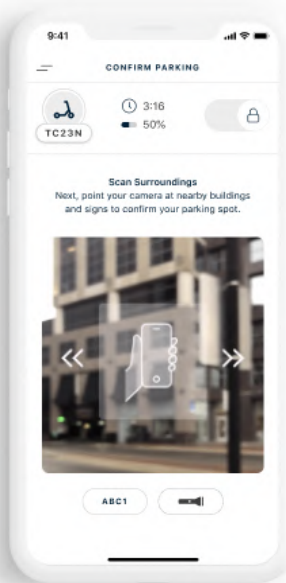
We feature approved parking locations on our in-app map and mark them with a "P" icon.

2. QR Scan:

At the end of the ride, we instruct riders to scan their vehicle's QR code.

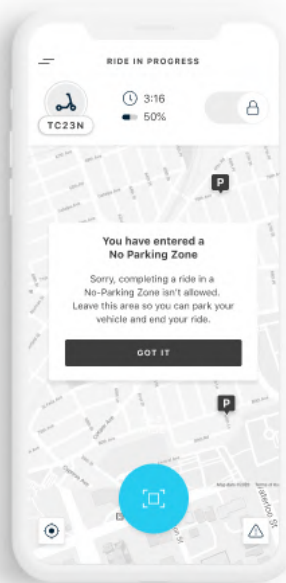
3. Scan Surroundings:

We then require the rider to scan nearby buildings with their phone tilted upwards. If the phone is not tilted up high enough, an on-screen indicator alerts the rider to adjust their phone's position.



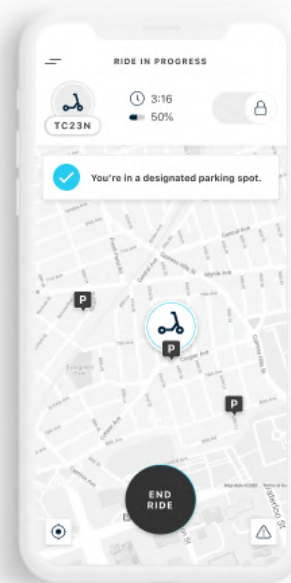
4. Scan Surroundings:

When the rider points their phone up, an on-screen indicator directs them to scan the buildings to their left and right. We use these images to triangulate their precise location.



5. Non-Approved Location:

If the rider is not in a designated space, an error message appears asking them to relocate to an approved location.



6. Approved Location:

Once the system determines the vehicle is parked in an approved location, the rider can end their ride.

b. Describe outreach/education plans to users about the proper storage and parking of e- scooters.

Bird will use the following outreach strategies to educate users about the proper storage and parking of e-scooters.

Rider Fines, Suspensions and Terminations	Bird uses a strict escalating penalty structure that's designed to respond to and remediate non-compliant rider behavior, including improper parking. See section (G)(6) for more details.
Social Media Campaigns	Bird uses social media campaigns to engage with and educate riders on proper parking and other safety initiatives. Our social media team highlights our PSA assets and posts reminders to adhere to local parking rules, often inviting riders to share photos of their perfectly parked birds to be entered in helmet giveaways or chances to win Bird swag.



“Please Help Me Up” On-Scooter Messaging

We are also equipping our latest devices with large reflective stickers on the underside of their footboards that display the message “Please help me up” when tipped over. This friendly PSA is designed to connect with the hearts and minds of the public and encourage them to help us keep public spaces clear and Birds standing on their own two feet.



c. Vendors must show all approved public shared micromobility parking zone locations on its web site and through its app.

All approved public shared micromobility parking zone locations will be shown on the Bird app and website.

2. Restricted/Limited Access Areas

- a. Provide an overview of your organization's geofencing or similar capabilities, including any ability to keep users from riding e-scooters on sidewalks or restricted/limited access areas such as City parks.

Geofencing Capabilities

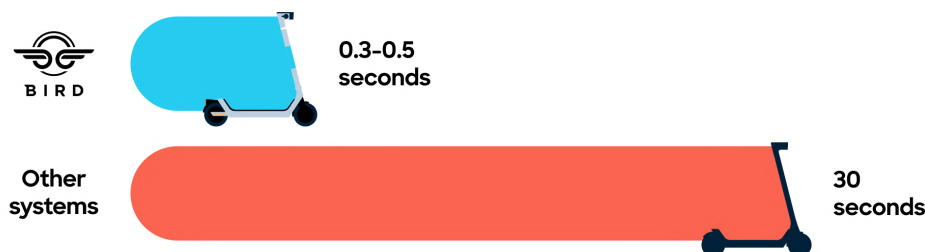
Bird is proud to have been the first operator to introduce geofencing for shared electric micromobility. We developed this innovative solution in partnership with cities to ensure safe and compliant operations across the world. Our experience, combined with technological advancements to improve accuracy and responsiveness, has set the industry benchmark for location-based fleet management and compliance. Our geofencing technology enables us to establish both permanent (static and time activated) and temporary (single use, usually for events) geofenced zones that are virtually mapped and uploaded to each Bird. In every market in which we operate, we work closely with City officials to set up no-ride, no-parking, and slow zones that comply with prohibitive ride areas and effectively manage rider behavior. Our advanced geofencing technology will benefit Oak Park in the following ways:

- **Mitigate** collision risk to pedestrians with geospeed management in high-traffic areas.
- **Prevent** device access to prohibited areas with no-ride zones.
- **Improve** parking compliance with no-parking zones.

Bird's next-generation geofencing system is built upon three core pillars: **onboard maps, precise map data, and improved device location accuracy**, to provide the fastest and most accurate enforcement of no-ride, no-parking and slow-drive zones in the industry.

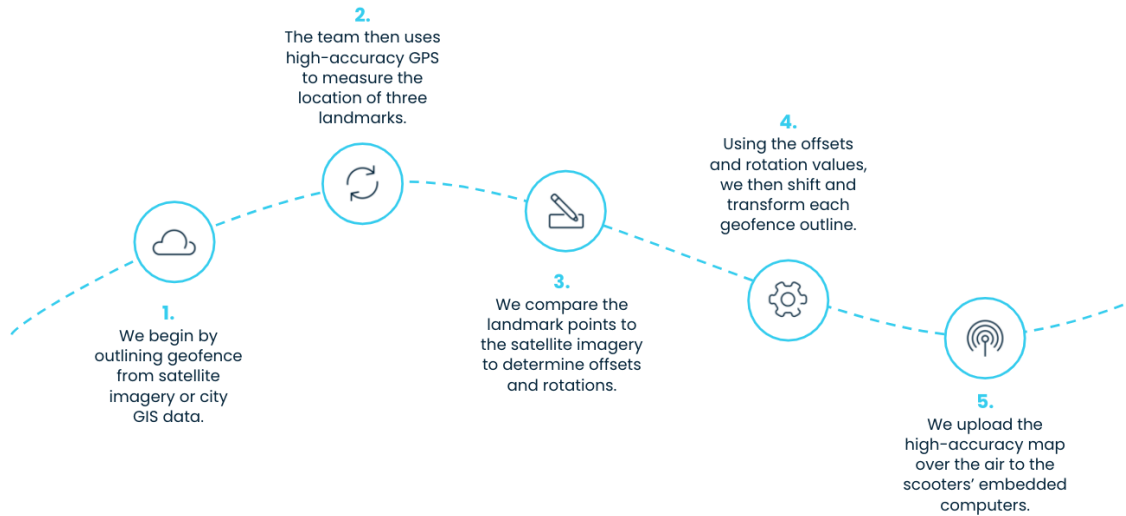
Onboard Maps

Bird's geofences are applied at the vehicle level via our devices' onboard embedded computer, which can store **over 25,000 geozones** per market. This allows for highly accurate detection and enforcement within **0.3-0.5 seconds**. Our new system differs significantly from operators that rely solely on the cloud (data stored on the internet, instead of locally on the device) to enforce geofences. Those first-generation systems lose valuable seconds as the vehicle must communicate with the cloud to determine geofence permissions, resulting in a response lag of up to 30 seconds. This means a scooter traveling at 15 mph will travel the length of two football fields before it responds. By processing geofencing in near real time, Bird's system significantly increases both rider and pedestrian safety.



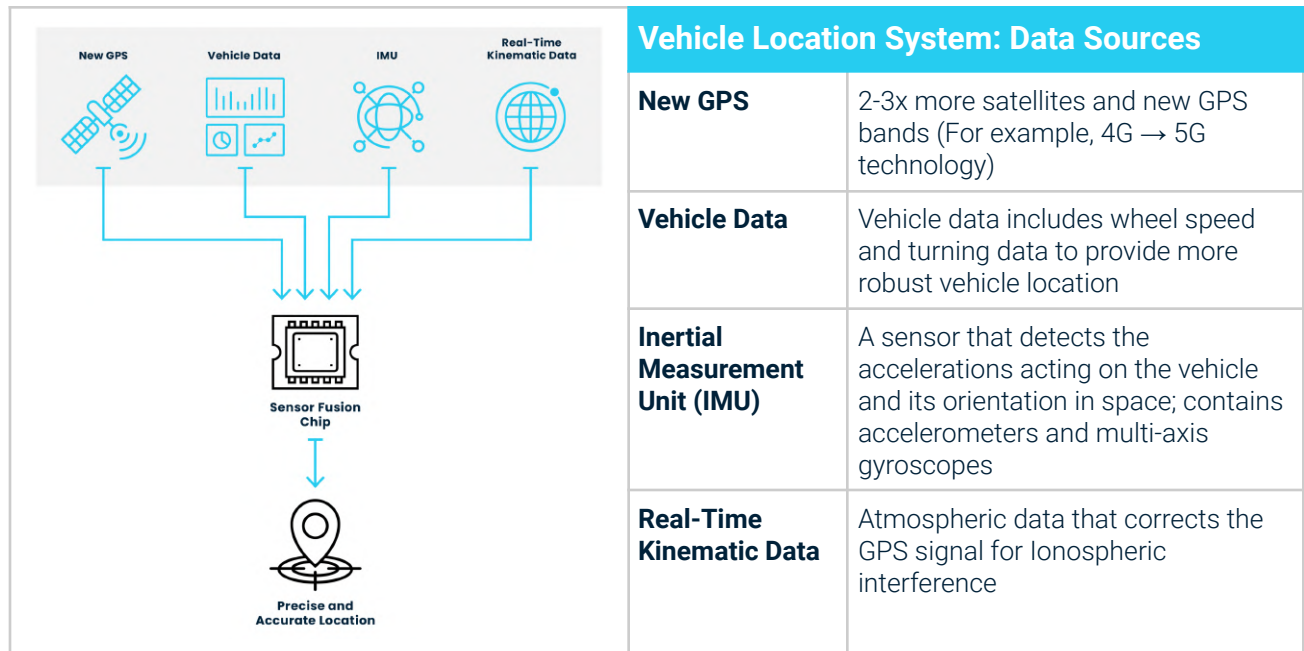
Map Data: Sub-Meter Accuracy

For geofencing to work effectively, each zone must be drawn and virtually mapped—based on local rules—to create boundaries that govern the service area. However, existing GIS and satellite imagery often prove unreliable for zone creation due to lens distortion, image warping, and tectonic plate movement. To address this, Bird has built a new robust process that enables our teams to create geofence zones with sub-meter precision.



Location Accuracy

Our latest devices are equipped with our advanced Vehicle Location System (VLS) that uses a proprietary sensor fusion microchip that can fuse real-time data from multiple inputs/sensors (e.g., wheel speed, turning history) with GPS signal to provide richer, more robust vehicle location information and position. As a result, our VLS tracks a device's accuracy within as little as one foot in even the most challenging environments to ensure geofence enforcement is never compromised.



For standard GPS to work effectively, the location chip on a device needs to “see” a GPS satellite. Interference can be caused by obstructions like inclement weather or large buildings, resulting in an urban canyon effect that dulls or blocks the GPS signal. To address this, we designed our sensor fusion chip to prioritize redundancies to provide a fault-tolerant system that can continue operating properly even if one or

more components fail. As a result, our VLS tracks a device's accuracy within as little as one foot in even the most challenging environments to ensure geofence enforcement is never compromised.



Real world data taken by Bird Engineering 2021

The Bird is parked in the same place in both photos, using two different technologies to locate it

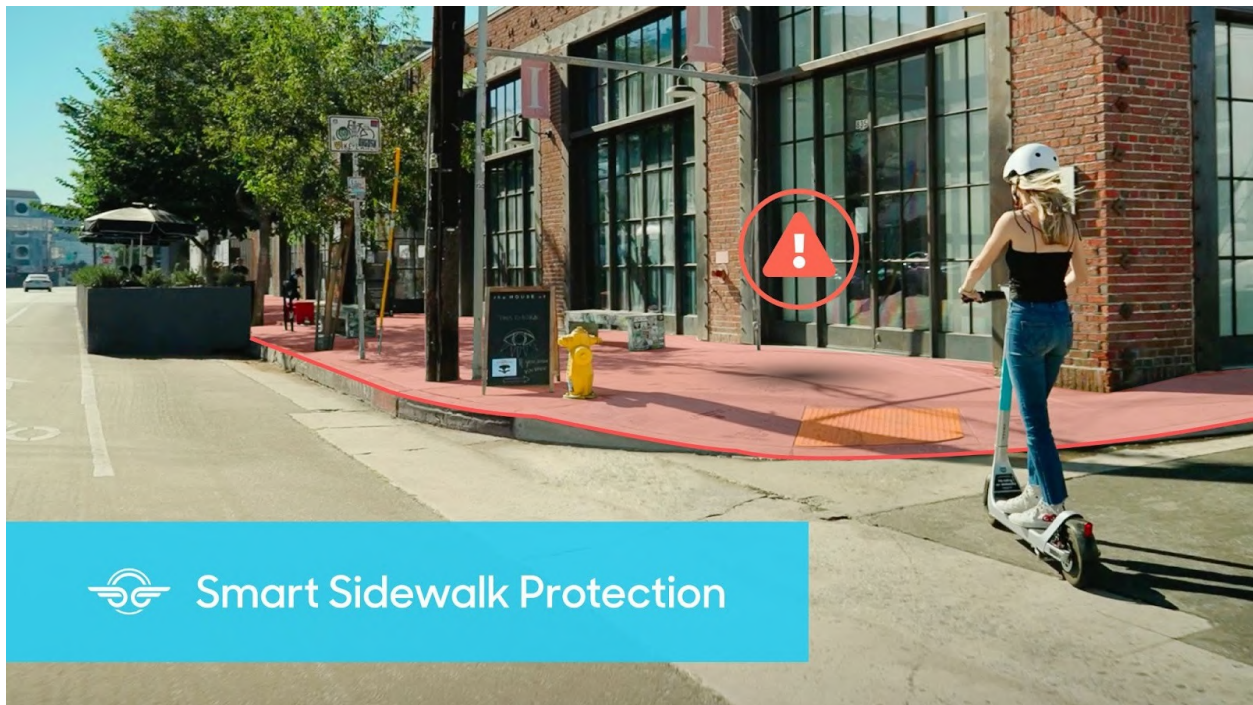
Restricted/Limited Access Areas

No-Ride Zones

Our in-market teams work closely with our city partners to identify and incorporate designated no-ride zones. In Oak Park, we would work with the City to set up geofenced no-ride zones in high-traffic areas where it is unsafe to operate a Bird, such as in city parks or on sidewalks if the city requests. As a rider approaches one of these zones, the Bird sends an alert to the individual's mobile phone as well as audible and visual alerts on the vehicle to inform them that their speed will be reduced and then stopped. The Bird then slowly and safely reduces its speed, coming to a complete stop to prevent crossing the geofence boundary.



COMING SOON Smart Sidewalk Protection

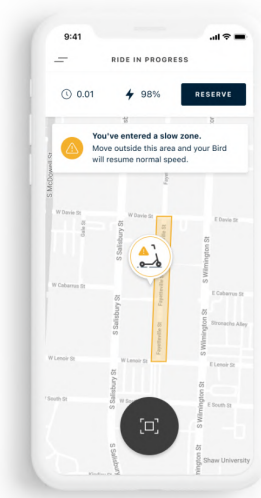


Bird's latest devices feature Smart Sidewalk Protection technology that will enable us to detect and disable devices to stop sidewalk riding, if the city desires. The system is powered by the industry's first sensor-fusion chip that fuses GNSS and sensor data to deliver an extremely high level of accuracy in any condition. Bird developed the chip in collaboration with u-blox, a leader in GPS/GNSS positioning solutions. By calculating inertial measurements and wheel speed, our system can pinpoint vehicles within as little as 12 inches. Unlike camera-only based solutions which are less weatherproof and prone to damage and failure, our sidewalk technology is power efficient, scalable, and delivers highly stable performance in all weather conditions.

b. Can a geofence or similar be established to reduce the operating speed of the vehicle(s) if they are traveling on the sidewalk rather than in the street?

Slow Zones

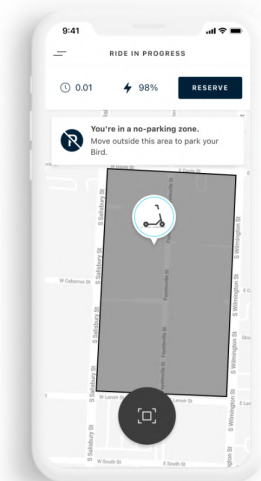
Bird can create geofenced slow zones to limit the speed of our vehicles during sidewalk travel. Using our on-vehicle speed governor and geofencing technology, we can implement a range of speed limits (both temporary or permanent) in different areas of the city and on specific streets, from 1 mph to 15 mph. If a rider enters one of these zones, we alert the individual via a notification to their mobile phone as well as audible and visual alerts on the Bird that the vehicle's speed is about to be safely reduced.



c. Adjacent communities, local institutions and/or business campuses may not want shared e- scooters docked/parked in their communities or on their campuses/grounds. How does your equipment and/or service geofence (or similar) to address geographic limitations? Can your vehicle(s) be used in adjacent communities (e.g., traveling through on a public road) but trips cannot be ended in a non-participating community?

No-Parking Zones

Bird uses no-parking zones to prevent riders from parking vehicles in areas requested by the City, residents, schools, or businesses. These are often implemented in areas that experience high pedestrian volumes, or in residential areas where residents are concerned about clutter. No-parking areas are continuously reviewed and established through community feedback and City-forwarded requests. Bird also geofences certain high-risk areas, such as parks, publicly accessible plazas, off-street parking lots/garages, and other areas outside of the public right-of-way. If a rider enters a no-parking area, the Bird sends an alert to the individual's mobile phone and informs them via audible and visual messages on the vehicle itself. Our on-vehicle technology prevents riders from ending their ride until they are outside of the restricted area.



d. Describe outreach/education plans to users about any restricted use areas.

Users will see restricted use areas clearly marked in the app and will be alerted via pop-up messages and on-vehicle alerts when they are approaching one. Additionally, we will include information about any restricted use areas in Oak Park as part of our overall marketing and education strategy as described in section G.3.

e. Vendors shall provide information on how they will prevent e-scooters from being misplaced including any current Standard Operating Procedures (SOPs) they use in other systems for retrieval of vehicles.

Vehicle Retrieval SOPs

We work closely with City officials to keep waterways and other restricted or difficult-to-access areas clear of our e-vehicles. We track each Bird closely and receive an alert if it goes offline. Our vehicle retrieval procedures, detailed below, enable us to:

- Retain vehicles and their parts
- Follow stringent recycling procedures
- Collaborate with local law enforcement to prevent the vandalism of our vehicles

Risk Level	Retrieval Protocol
Low-Risk Retrieval	Low-risk retrievals include retrieving or relocating vehicles in a publicly accessible location. When we receive a report from a city, rider, community member, business, member of the Bird team or any other source, we dispatch a local team member to retrieve the vehicle. Our staff members keep cities free of vehicle clutter, ensure Bird's vehicles do not violate ADA regulations, and remove damaged or low-charge devices from the streets, providing a safe and positive user experience.
Medium-Risk Retrieval	Medium-risk retrievals involve retrieving vehicles in difficult-to-access places, such as waterways (see below for more details), parking garages, or private property. We train our team to locate and recover devices, handle hazardous material, and control and de-escalate in-field issues. This includes engaging with the public to perform retrievals when vehicles are in a private residence or business.
High-Risk Retrieval	Our field team also flags potential unlawful operations, which we escalate to our High-Risk Retrieval team for resolution. With our local team members as our eyes on the ground, Bird can identify criminal activity and work with local law enforcement to take action. We hire field team members from the communities in which we operate, ensuring they are familiar with the city.

SPOTLIGHT: Vehicle Recovery Powered by VLS

Our Vehicle Location System (VLS) allows us to "ping" lost vehicles and place them in recovery mode. Additionally, LORA Radar—a secondary low power, long range radar built into our vehicles—locates misplaced Birds disconnected from our server. LORA's battery can last up to two years while the sensor lies dormant and, once the sensor is activated, emits a signal which allows our teams to isolate the precise location of the scooter. We turn on LORA when our other tools fail to provide sufficient data for recovery; for example, if a vehicle is so badly damaged that the brain cannot emit or receive a signal.

We have successfully used our experience and technological expertise to reduce the theft or "missing" rate of our fleet by 90%.

3. Providing Safer Places to Travel

a. Please describe any infrastructure investments to improve user access and safety you have been involved with.

In the past, Bird has assisted with the placement and construction of bike racks, as well as provided funding for dedicated bike lanes. Bird continues to share hyper-specific data and assist with analytics to aid cities' decision making in future infrastructure projects (such as where to prioritize the construction of bike lanes).

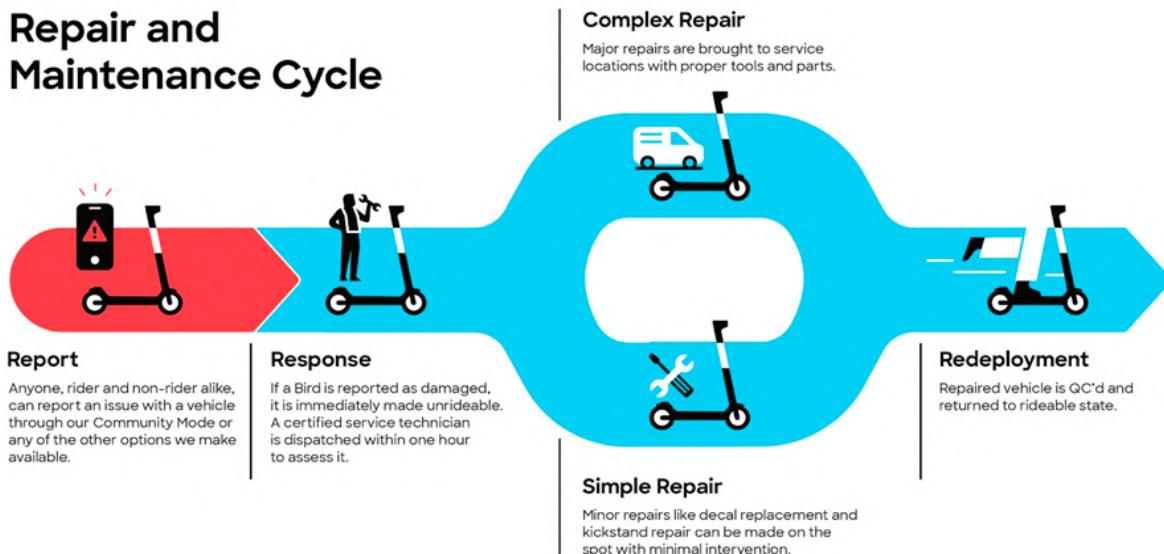
b. Detail any similar support you are or may be interested in offering for the City of Oak Park.

Our Account Manager will work closely with the City of Oak Park to provide insight into utilization that help inform transit plans, Complete Streets projects, and more.

F. Maintenance of Equipment and Vehicles

1. Provide detailed information, including frequency/timelines, on the maintenance protocols for e-scooters and any other equipment provided (e.g., docks, parking equipment, charging equipment) – both routine and as-needed inspections and maintenance.

Repair and Maintenance Cycle



Routine Inspections and Maintenance

Bird's maintenance plan and procedures for ensuring all e-scooters, technology, and system infrastructure are in good working order and safe to operate have been fine-tuned over our four-plus years of operating in 400+ cities globally.

Our fleet will be maintained both in the field (daily sanitization and minor repairs such as bell replacement, kickstand repairs) and in our local service facility (medium to major repairs, such as brake lever repair and brake pad replacement, and end-of-life recycling). Any Birds that are removed due to maintenance or safety issues will be fully repaired before returning to service.

SPOTLIGHT: High-Quality Parts

Bird uses long-lasting, high-quality, reusable component parts in our vehicles to prolong lifespan. For example, we only expect to replace our tires once at most during a vehicle's useful life, while our battery, brain and motor can often be reused in a subsequent vehicle. By continuing to raise the bar in durable equipment, our vehicles also require less frequent repairs. We've also intentionally designed Bird Three to share many of its service parts with its predecessor, Bird Two, cutting back on the need for additional carbon-intensive manufacturing.

Any e-scooters that are removed due to maintenance or safety issues are fully repaired before returning to service. All Fleet Managers must complete a minimum of 72 hours of training on right-of-way management, safety, maintenance, repairs and accessibility annually. Regular refresher training and pop quizzes are provided on a monthly basis.

In addition to daily safety inspections, every vehicle that arrives at one of our service locations undergoes a full inspection, even if it is just there for charging. Due to the Bird Three's superior battery capacity, e-scooters visit service locations every three days on average and undergo this same rigorous process each and every time before being deployed to the field.

Bird's long-term service monitoring methods for our devices and component parts includes conducting at least **one safety inspection daily on every single vehicle in the field**. This frequency increases if our system, which monitors our vehicles 24/7, triggers an alert. If an e-scooter is in need of a minor repair (e.g., tightening a part), a Fleet Manager completes the repair on the spot. This field maintenance reduces our operational VMT and minimizes service disruption. Bird keeps a record of all maintenance and repairs performed for each device to help spot trends and refine our maintenance and procedures.

Field Diagnosis	Field Maintenance Actions
Local team scans Bird and puts it in "test ride" mode, allowing them to validate key vehicle functions, including: "brain" communication; QR code/Bird ID legibility; throttle; brake; headlight and taillight; neck tightness and turning range; motor; and, overall vehicle hygiene and markings.	If in good working order: Bird is sanitized with CDC-approved disinfectant and parked out of the public right-of-way in compliance with local rules and regulations. If in need of a minor repair: Fleet Managers perform basic maintenance, including part tightening and brake adjustment, before sanitizing and reparking the e-scooter. If in need of substantial repairs: Local teams mark the device as damaged, remove it from the rider map, and transport it for service and repair.

As-Needed Inspections and Maintenance

Our vehicle engineering team has also established mileage and time box thresholds for when we need to inspect and replace each and every part, based on data from over 100 million rides. These notifications are automatically pushed through the app to Fleet Managers, and the vehicle cannot be released for use until the inspection or part replacement is completed and logged. For example, our Bird brakes, which are monitored in real time via our state-of-the-art diagnostics, will trigger a notification at precise mileage thresholds for service and replacement.

Service Location Inspection	Service Facility Maintenance Actions
Local team scans the device and conducts a multi-point inspection covering all parts, organized by handlebar; chassis - external components; chassis - internal components; functional inspection; and, other individual parts. For the complete inspection list, please see Appendix 3.	If in good working order: Vehicle proceeds through the service location charging flow and undergoes a deep cleaning before redeployment. If in need of a repair: Local team marks the specific issue and places the vehicle in the repair queue. Devices are repaired by our trained Fleet Managers, with each service logged in detail. After service, our local team tests the e-scooter again using our multi-point checklist. The service location’s supervising mechanic then inspects a final time before redeployment. All vehicles receive a “Bird Bath” at the exit station to ensure they are clean and sanitized before returning to the field.



Parking Infrastructure Inspections and Maintenance

Bird will conduct regular inspections, maintenance and upkeep on all parking infrastructure. Inspections are embedded into our daily operational practices. Our team will log each service in detail, keeping a maintenance record for every location.

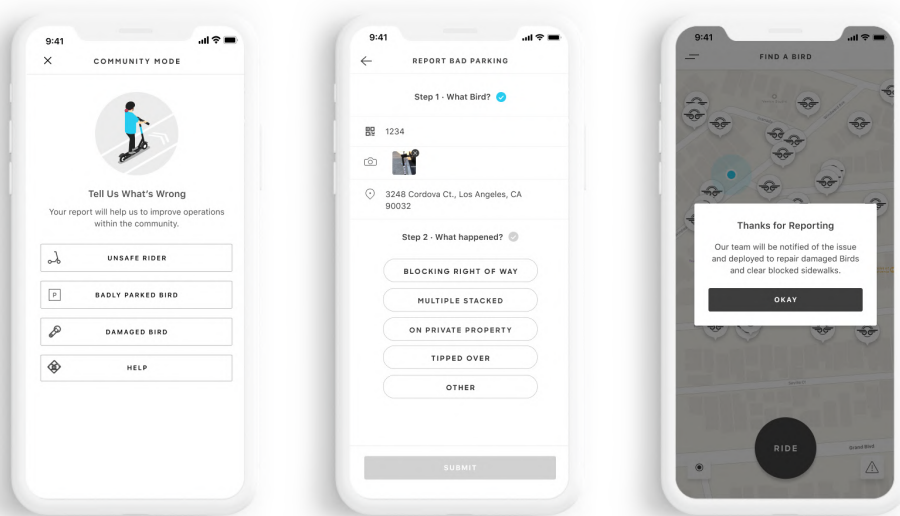
Infrastructure Field Inspections	Inspection Frequency
Fleet Managers will conduct regular maintenance inspections on our parking infrastructure and geofenced parking locations to ensure they are in good working order, including: • Riders are able to park and retrieve vehicles as intended. • Infrastructure is free of graffiti and vandalism. • Any decals, panels, stickers and signs are visible and in good condition. • All geofenced parking locations are properly functioning. • Locations are free of debris and trash.	Twice a week, and/or in response to rider or community feedback through our customer service channels (see section (H)(1)(a)).

2. Describe how vehicles in need of repair can be remotely locked. Are they immediately blocked or removed from mobile applications and online maps showing available e-scooters?

Vehicles in need of repair can be remotely locked. Once our Fleet Managers are notified via one of our several reporting channels (section (H)(1)(a)), they are immediately made unavailable to rent and flagged for repair or retrieval. Once flagged, the vehicle is secured by our remote locking system, which makes the throttle inoperable and deploys the brakes, making it impossible to ride.

3. Users must be provided with an easily accessible, user-friendly method, within the vendor's mobile application, to notify the vendor of any equipment safety or maintenance issue. In addition, a phone number for reporting safety or maintenance issues must be conspicuously printed on every e-scooter. Any e-scooter reported damaged or inoperable must be taken out of service immediately and remain out of service until fully repaired.

In addition to our full suite of multilingual customer service channels, Bird has developed **Community Mode** to provide riders with an easily accessible, user-friendly method within the Bird app to report any equipment safety or maintenance issue directly to Bird. This in-app feature allows both riders and non-riders to report complaints, such as irresponsible riding or improper parking, in real time. Concerns flagged in Community Mode are addressed immediately, and repeat offenders can have their accounts suspended or terminated by Bird's Trust and Safety team. Additionally, Bird is updating Community Mode to include a "Call for Help" button. Riders may tap this large, easily located button to seek immediate assistance should any issue arise.



Bird Community Mode help center available to both riders and non-riders

Additionally, a phone number reporting safety or maintenance issues 24/7 is conspicuously printed on every e-scooter as shown in section (C)(1). Any e-scooter reported damaged or inoperable is immediately flagged for pick up by our Fleet Managers, removed from the Bird app, and made unavailable to rent until fully repaired.

4. Are local businesses used for vehicle maintenance or are these handled by local employees and/or contract staff? Please provide Local Operator contact information, if applicable.

Bird's Fleet Manager Program: By Locals, for Locals

Bird partners with small, local businesses experienced in micromobility management and logistics to deploy, rebalance, charge, maintain, and sanitize our devices in cities around the world. Our Fleet Manager program provides economic opportunity to independently owned businesses that are deeply invested in the communities they serve. Locally owned and locally focused, Fleet Managers offer bespoke block-by-block operational expertise that provides the best results for cities and service for riders. See

[Day in the Life: Fleet Manager](#) to learn more about the people behind the program.

Who are Fleet Managers?



Small and local businesses in your community



Operational experts, experienced in vehicle management and logistics



Professional, friendly, and reliable

Delivering World-Class City Service

All Fleet Managers are required to agree to our Fleet Manager Program Charter, which clearly establishes contractual KPIs and SLAs aligned with local regulations, applicable laws, and metrics related to operational

excellence, maintenance, charging, and deployments. As a global company supported by our local partners, we customize our Program Charter to meet the unique structure of each city's micromobility program. Bird's Engagement Managers will work closely with our local Fleet Managers to help them exceed all program expectations, measuring their performance based on contractual metrics including: safe and well-maintained fleets and vehicle repairs, vehicle utilization, deployments and vehicle uptime, and positive engagement within the community.

Improved Operational Efficiency

Data shows operations with Fleet Managers are improved across the board: maintenance, vehicle deployment, vehicle rebalancing, and rider satisfaction. Fleet Managers have achieved a 5% higher per-ride rating from our riders with 25% fewer rides experiencing issues. In comparing the Fleet Manager model to in-house operations, we have also seen that our vehicle availability to riders is 27% higher with the Fleet Manager model.

The program is small-business friendly, maintaining a "zero to start, zero to leave" structure with no security deposit. We utilize a revenue-sharing model, with Fleet Managers earning a percentage of revenue on each ride taken via the devices they manage. The program is designed to incentivize Fleet Managers to provide efficient operations to maximize rides and increase their overall revenue share.

5. Will independent contractors be used to charge e-scooters? If so, describe the incentive structure for charging e-scooters and any information provided to contractors concerning safe charging practices.

As discussed above, Bird uses Fleet Managers to charge our e-scooters. Fleet managers are independent, local small businesses that perform logistics services and assist in our operations. Bird considers Fleet Managers to be third-party logistics providers, rather than subcontractors, independent contractors, or partner organizations. Please see above for more details on our Fleet Manager program. We can also provide the City with any additional information upon request.

6. Oak Park is a four season climate, so provide your expected winter operations and maintenance for the e-scooter/other equipment you deploy.

Please see section D.2 for our expected winter operations and maintenance plan.

7. E-scooter/Equipment Maintenance Records – what type of e-scooter/other equipment maintenance records can/will be made available to the City of Oak Park permitting entity either on schedule or upon request?

Bird logs and maintains records of all equipment maintenance and will make such available to the City of Oak Park permitting entity upon request, including an individual ID number, description of the repair being done, scooter model, tools and parts required, and tasks or additional steps performed.

8. Equipment Replacement – please describe the typical schedule of replacement of e-scooters, support equipment and primary components for either.

Bird replaces mobile vehicle units as needed, according to the following projected lifecycle data:

Bird Three is anticipated to have an industry-leading lifespan of no less than five years. The battery lifespan is 700 cycles or 14,000 miles. Bird Bike is projected to last 36+ months or 6,200 miles. The battery lifespan is estimated to have over 60% capacity after 400 charge/discharge cycles.

The lifespans of earlier models have been certified by accredited third parties including Carbone 4, CEA Consulting and an independent consultant from the National Renewable Energy Laboratory. Thanks to high-quality, rigorous maintenance standards, we continue to operate tens of thousands of Bird Zeros (our first vehicle model) that launched more than two years ago, outliving their projected lifespan.

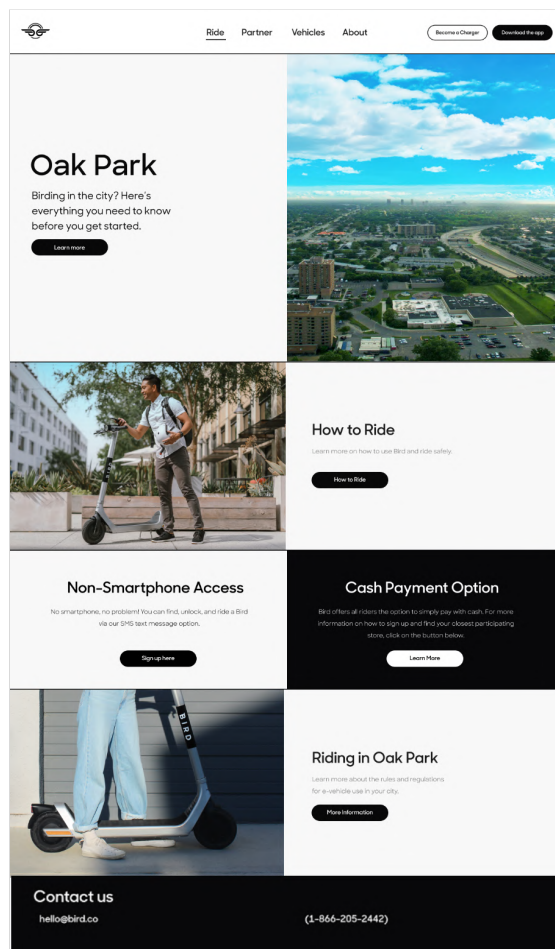
Similarly, our vehicle engineering team has established mileage and time box thresholds for when we need to replace each and every part, based on data gathered from over 100 million rides. For example, our Bird brakes and other primary components will trigger a notification at precise mileage thresholds for both service and replacement.

G. Communications and User Interfaces

1. Web Site

a. The City of Oak Park requests the vendor(s) provide community specific e-scooter service web page(s).

Bird will create an Oak Park-specific webpage to promote our service to local residents. Our social media ads will link to this page in an effort to drive conversion.



b. Describe what information and services will be provided (i.e. membership sign-ups, safety guidelines, system maps, etc.).

Oak Park's webpage will provide the community with general information about the program including membership and sign-up information, safety guidelines, system maps, how to ride tutorials, and other useful information for both riders and non-riders.

c. Any web sites shall be recognized as "places of public accommodation" per Title III of the Americans with Disabilities Act (ADA) and will meet the most current Web Content Accessibility Guidelines.

Bird understands and acknowledges that any web sites will be recognized as "places of public accommodation" per Title III of the Americans with Disabilities Act (ADA) and will meet the most current Web Content Accessibility Guidelines.

d. Vendors shall provide real-time access to data showing the location of all their e-scooters in service.

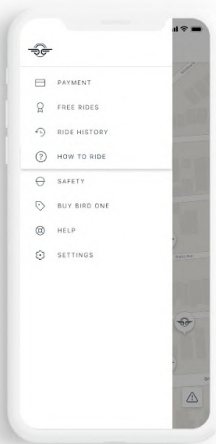
Bird will provide real-time access to data showing the location of all of our e-scooters in service.

2. Mobile Applications

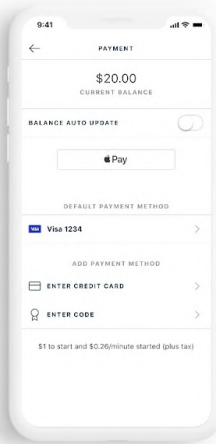
a. Describe all mobile applications available for the system, including third party apps.

Bird has one of the top-rated micromobility mobile applications, averaging a global rating of 4.9/5 on the App Store with over a million reviews and 4.8/5 on the Google Play Store. Our app incorporates the latest user interface design techniques. It uses logical menus, tabs and screens, enabling riders in Oak Park to learn how to use the app quickly for registration, booking and payment, and to begin riding. The intuitive, user-friendly design also meets ADA standards, offering voiceover support for both iOS and Android users, on-page navigation, closed captioning for all videos, and captions and text alternatives to images. Our app and other customer interface technology, such as the Bird website, is fully accessible to persons with disabilities and accessible to screen readers and complies with Section 508 of the United States Workforce Rehabilitation Act of 1973 and the most recent version of the Web Content Accessibility Guidelines (WCAG). The Bird app is available for download from the Apple and Google Play app stores.

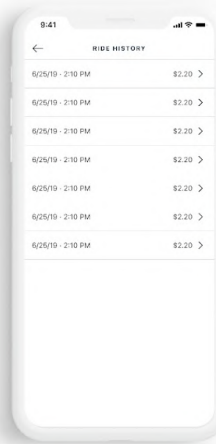
Mobile App Screenshots: (see following pages)



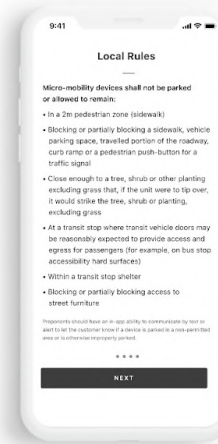
Rider Menu
The Rider menu is organized by category.



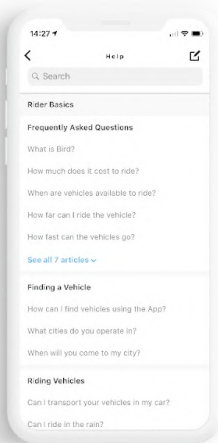
Payment
The Payment tab enables riders to select a payment method and view their current balances.



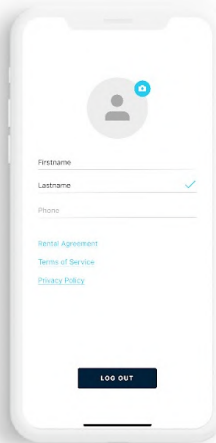
History
The History tab shows a historical view of riders' past trips and the associated costs.



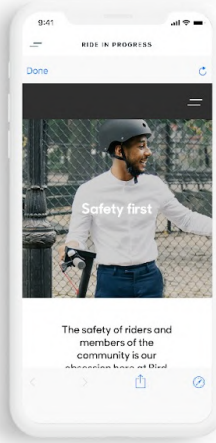
Local Rules
The Local Rules tab informs riders of the relevant traffic laws.



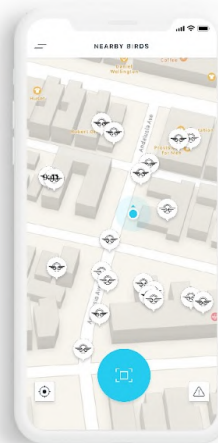
Help
The Help tab provides customer service support for riders.



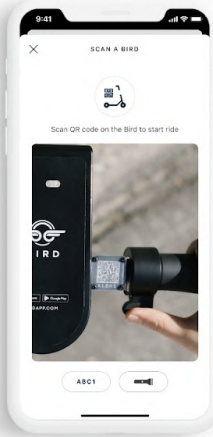
Settings
The Settings tab shows rider profile details and Bird's operational agreements.



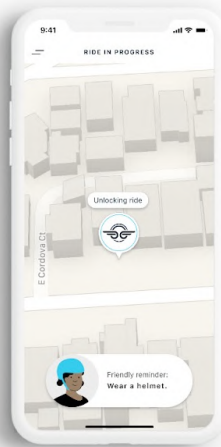
Safety
The Safety tab provides clear instructions for safe and responsible riding.



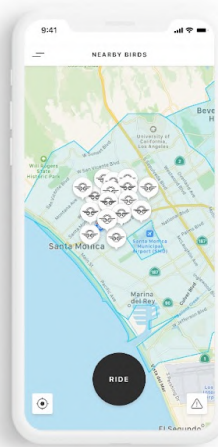
Find a Bird
The Ride screen shows riders a view of Bird vehicles that are available for riding.



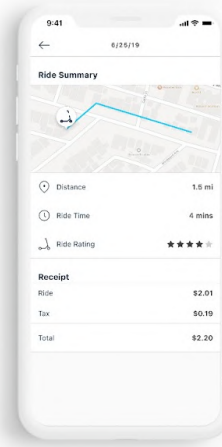
Scan a Bird
Each Bird vehicle has a unique QR code that identifies the vehicle.



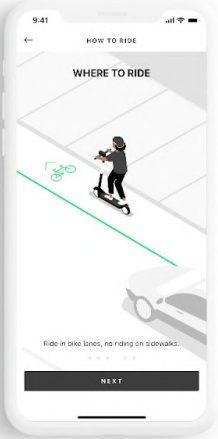
Unlocking a Ride
Riders scan the QR code to unlock the vehicle and start a trip.



Ride Service Areas
The Ride screen shows the service area(s) and boundaries.



Ride Summary
The Ride Summary screen shows riders a summary of their trips.



How to Ride
The How to Ride tab provides clear instructions for safe and responsible riding.

b. Provide information on customization options for your mobile app including language options, localization of content, etc.

The Bird mobile app is available in 36 languages (see below) and will feature tutorials on Oak Park-specific rules and regulations, as well as local maps.

Arabic	Czech	French	Hindi	Polish	Swedish
Bengali	Danish	Greek	Hungarian	Portuguese (Brazil)	Tagalog
Catalan	Dutch	Gujarati	Italian	Portuguese (Portugal)	Tamil
Chinese (Mandarin)	English	Haitian	Korean	Russian	Turkish
Chinese (Cantonese)	Farsi	Creole	Norwegian (Norsk Bokmål)	Somali	Urdu
Chinese (Taiwanese)	Finnish	Hebrew	Panjab	Spanish	Vietnamese

c. Vendors shall provide real-time access to data showing the location of all their vehicles in service.

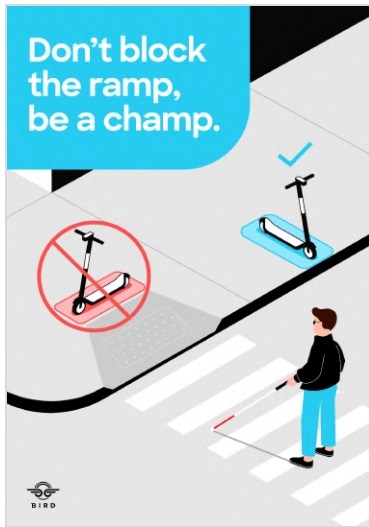
Bird will provide real-time access to data showing the location of all of our vehicles in service.

3. Describe what types of Marketing and Community Engagement will be provided, including pre- pilot launch efforts and in-service marketing and communications. Marketing and community engagement should include but not be limited to the product/service, how to use it, discounted rates and non-smartphone payment options, pricing changes, safety, system planning and expansion, special events, operational changes.

a. Sample content and format of informational materials.

PSA Marketing Campaigns

Bird uses PSA advertising campaigns to market our micromobility programs and promote safe riding and responsible parking. As part of these efforts, we have proudly collaborated on safety initiatives with transit agencies and services, like Chicago's CTA, Santa Monica's Big Blue Bus, and Portland's TriMet. We also partner with advocacy groups to develop tailored communications around our Ramp Champ campaign, which educates riders about the importance of not blocking ADA access.



Recent Billboard Marketing Campaigns by Bird

Social Media

Bird will use our social media channels (including Instagram, LinkedIn and Twitter) to market and promote our Oak Park program to a broad range of riders. We share news of launch, rider stories, seasonal promotions, safe riding tips, and promote local businesses. Across our social media posts we have an above average engagement rate, including on LinkedIn (6,000 avg. views), our Bird Blog (50,000 monthly page views) and Newsletter (30,000 subscribers).



Earned Media

Bird's public relations team will secure press coverage around the Oak Park program, highlighting our safety initiatives, the specifics of the Bird e-scooter and community programs, with local broadcasts and local and regional newspapers like The Daily Tribune. We will work closely with the City to support all marketing activities throughout the program, including a joint press conference to announce the launch.

b. Attendance at local events (such as seasonal festivals and farmers markets) to promote the service and educate the public about safety?

Bird will attend local events such as seasonal festivals and farmers markets to promote the service and educate the public about safety. We will also work with local stakeholders to host educational events in Oak Park, as discussed below.

c. Collaboration with community-based and local stakeholder organizations.

Stakeholder Connect Series	Bird can host listening sessions in partnership with Oak Park neighborhood associations and local residents to provide information on community programming and future job opportunities as well as engage in one-on-one conversations with residents to discuss how we can improve and further tailor our service.
Engaging with Disability Advocacy Groups	Bird can meet with the ADA Coordinators for the City of Oak Park to discuss needs in the community. We can also schedule listening sessions with local disability advocacy groups to better understand local challenges facing the disability community. Additionally, we can engage these organizations in our adaptive vehicle program to gather feedback on our devices and overall service.
Business-Focused Engagement	Bird can bring together focus groups or host open-house events to collect feedback and introduce small and minority-owned businesses and merchant associations to Bird, making sure we are listening and implementing feedback and suggestions. We also use these events to highlight new opportunities such as our in-app feature that enables riders to locate local participating businesses via the Bird map.
Transportation & Safety Workshops	Bird can convene workshops with stakeholders representing local citywide organizations, entrepreneurs, sustainability advocates, and mobility leaders. We are committed to developing best practices by collaborating with government, education, and community leaders. We have experience hosting these events both virtually and in-person in cities across the country.
Virtual Town Halls	Bird can host quarterly virtual town halls, which we will publicize across various outreach channels to engage a wide audience. These events would be open to all community members, providing an opportunity for our team to listen to any concerns and ensure we remain responsive to the community's needs.

d. How will the service be promoted prior to launch?

Prior to launch, Bird will promote the service by aligning with Oak Park officials and local stakeholders on launch messaging, announcing the launch and promoting safe riding practices and discount programs via social media channels, and conducting outreach regarding local rules and terms of service. Please see below for our complete marketing and engagement timeline.

e. What community outreach have you done or would you plan to do with stakeholder groups, business owners, and residents in the neighborhoods you are considering serving? (Include in person demonstrations, incentives, training, etc.)

In neighborhoods we are considering serving, Bird will tailor listening sessions, outreach, and education engagements to involve various community stakeholders, neighborhood groups, local businesses, mobility leaders, sustainability advocates, and nonprofit organizations in the area.

f. How do you engage with and communicate to pedestrians, people with disabilities, older adults and traditionally underserved populations?

Bird uses a variety of strategies to engage with and communicate to pedestrians, people with disabilities, older adults and traditionally underserved populations, including:

Targeted Outreach and Engagement

During community events and in our marketing materials, we will aim to make Bird accessible to all by highlighting Bird Community Pricing (see section (I)(2)(b)) and our non-smartphone and non-credit card options (see section (I)(2)(a)), soliciting feedback, and offering free on-site Bird rides and safety trainings. Bird will also support community-scale decision-making through initiatives like our Request a Nest campaign, encouraging residents to submit suggestions for Bird deployment locations via our website to ensure equitable access to our service in their neighborhoods.

Multilingual and ADA Accessibility

In recognition of the diverse language needs and unique cultural landscapes within the community, Bird will translate our marketing materials into multiple languages. Our website and app are also available in 36 languages (see section (G)(2)(b)) and adhere to ADA standards with intuitive, easy-to-navigate user interfaces built with simplicity, perceivability and other core accessibility design principles in mind. Accessibility features include closed captioning for all videos and on-page navigation, and text alternatives to images. This ensures our service and digital education is accessible to the widest possible audience. In addition, Bird recently launched text alternatives on our social media channels, including LinkedIn and Twitter, to support low-vision or blind screen reader users, as well as people who have poor or unstable internet.

Overall Strategy & Timeline for Promotion & Communication

Our marketing and community engagement strategy will focus on reaching current riders, future riders, and non-riders. It is designed to raise awareness of the program, lower barriers to access, and generally promote the use of sustainable micromobility services in Oak Park. Our Engagement Managers will work with City points of contact to utilize their communication channels to promote alternate transport solutions as well as safety and parking messaging to residents and visitors. Initiatives to publicize the program will include digital marketing on social and earned media, in-person events, and visual marketing. The chart below provides a detailed timeline and specific steps Bird will take to market and advertise our service before, during and after launch, and for the duration of the program. We look forward to working with the City to implement and fine-tune this plan as needed.

	Pre-Launch Phase		Launch	Post-Launch Phase				Ongoing
Week	-2	-1	-	1	2	3	4	Ongoing
Align on launch messaging with Oak Park officials and all relevant stakeholders (City to review all press release and marketing materials prior to launch)								
Launch event and press release								
Social media channels announce the launch, promote safe riding practices and detail discount programs								
Engage local media on Bird promotions and product announcements on an ongoing basis (system planning and expansion, special events, operational changes)								
Outreach (local rules, terms of service)								
Place hang tags on e-scooters with information on the service and how to use the vehicle								
Email to riders (parking and safety, pricing changes)								
Staff on the ground to educate riders with events (how to use the product/service)								
Execute marketing strategy (campaigns, partnerships, discounted rates and non-smartphone payment options)								
Rider surveys; promotions for city events (Winterfest, Summer Blast, Independence Day Parade, etc.)								

4. Describe ways you have educated and encouraged compliance with all applicable rules and regulations, including minimum age, proper vehicle parking (within designated shared micromobility hubs in the defined pilot area), and prohibition of riding on sidewalks.

Our education plan is designed to increase rider safety and encourage compliance with applicable rules and regulations to support safe streets for all community members. To achieve these goals, we use a multifaceted approach that includes:

- In-app products and technology
- Physical assets
- In-person events

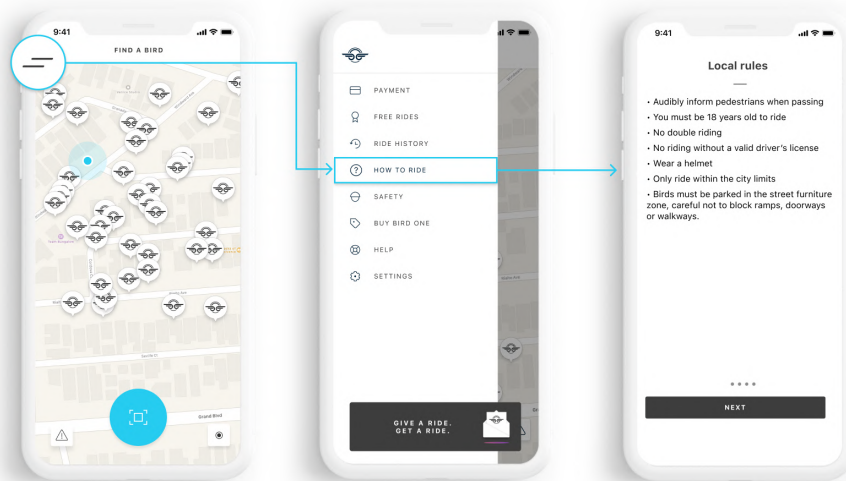
Our educational materials and strategies address applicable rules and regulations including minimum age, proper vehicle parking, and prohibition of riding on sidewalks.

In-App Products and Technology

Bird offers a comprehensive suite of new and improved educational and safety products, including a local rules page, mandatory first-time rider tutorial and quiz, Beginner Mode, Helmet Selfie, informational pop-ups, pledge cards, and Safe Start.

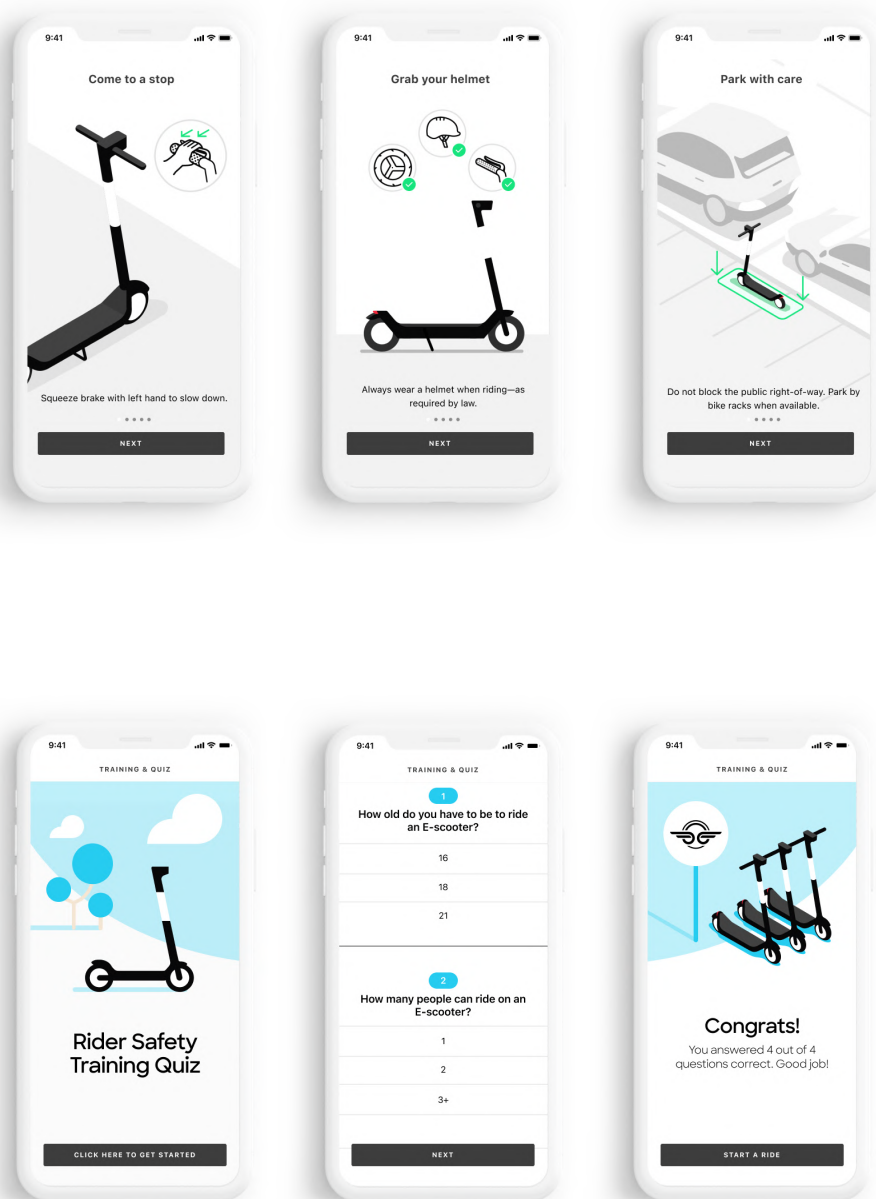
Oak Park-Specific Local Rules Page

The Bird app features a local rules page that details state and city-specific laws and regulations (such as sidewalk riding prohibitions) relating to our service. We display the page to riders during initial sign-up and to existing riders on their first-time ride in a new city, such as tourists. They can also access it at any time by tapping the “Options” icon in the top left corner of the Bird app and selecting “How to Ride” from the drop-down menu.



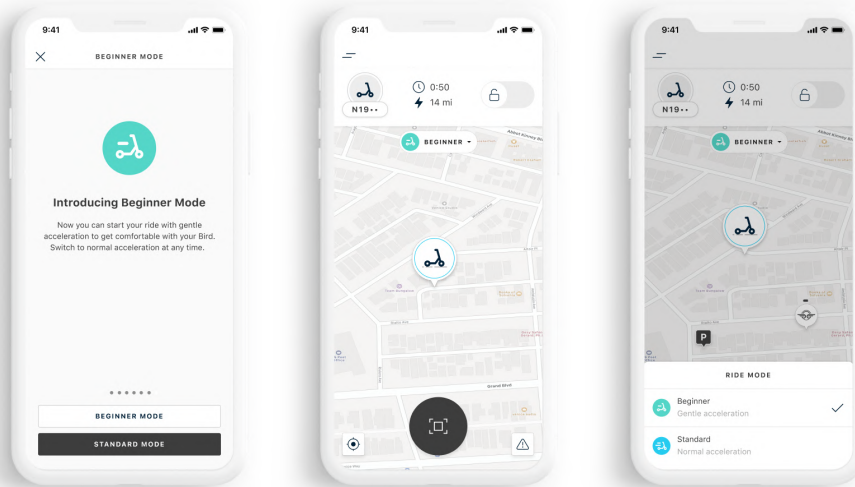
Mandatory In-App Rider Tutorial with Quiz

First-time riders are required to watch an illustrative riding and parking tutorial that depicts Oak Park-specific rules and regulations based on the type of vehicle they are riding. Upon completion, riders take a quiz to ensure understanding. Bird will require riders to complete the quiz with an 80% score before they can start their first ride. Those who do not pass the safety quiz on their first attempt are provided with tailored educational materials that must be reviewed before retaking the quiz. Bird will also periodically prompt our riders to retake the quiz as a refresher on local rules and regulations.



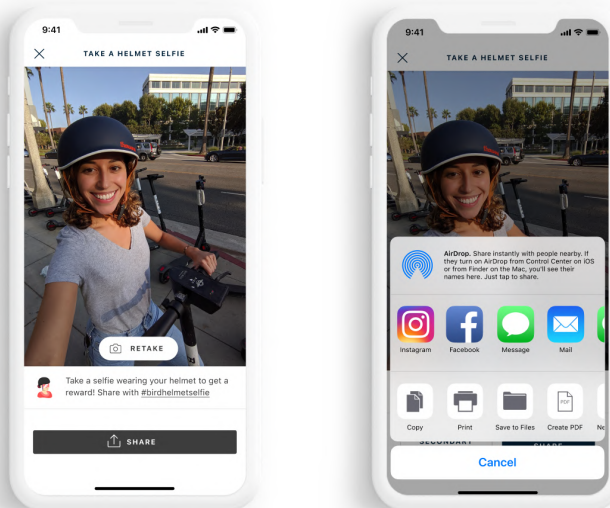
Beginner Mode

According to a 2019 Austin Public Health study, 33% of scooter injuries are sustained by first-time riders, a greater proportion than the share of trips taken by those riders. We used this data to create and implement Beginner Mode, a gentle acceleration geo-speed option that lets new riders gradually work their way up to full speed. It's perfect for riders who may not have much experience riding shared e-vehicles, as well as those who simply prefer a softer acceleration out of the gate. At the City's request, Bird can make Beginner Mode mandatory for all first-time riders. After that, riders can manually enable this feature in the app via Settings > Ride Mode.



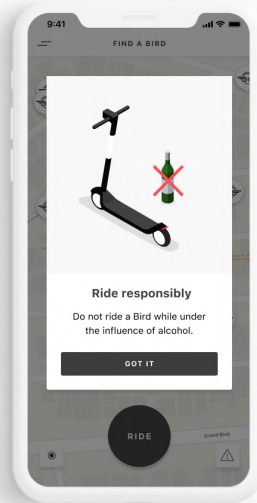
Helmet Selfie

Designed to help increase helmet usage and improve the safety of riders, our Helmet Selfie program offers riders incentives to wear a helmet while riding a Bird. At the end of each trip, our app prompts riders to take a selfie with their helmet on. Riders who demonstrate helmet usage will receive incentives such as future ride credits. Riders can also share their selfie via social media and include #BirdHelmetSelfie to help promote broader adoption and use of helmets. This new technology resides on the rider's phone, not our servers, for increased speed and accuracy detection.



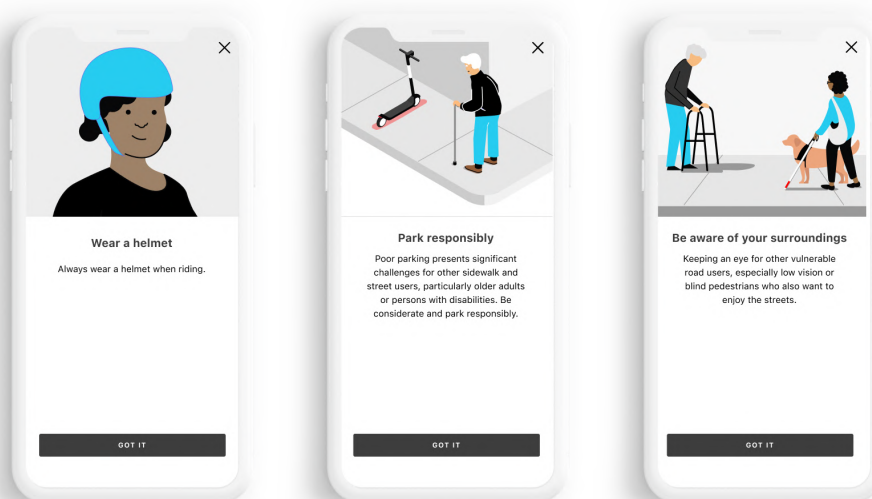
Email, Social Media and Pop-Up Reminders

We deliver regular, consistent and updated ongoing safety directives and education regarding the proper, compliant and safe use of our devices via email, social media, push notifications and pop-up reminders. The in-app pop-ups require riders to acknowledge and click to confirm they have read safety messaging in order to proceed. The informational pop-ups for Oak Park can include, but are not limited to, “Park Only in Designated Spaces” and “No Riding Under the Influence.” Additionally, during spring break, holiday weekends, or joint education efforts with local police, we can use this increased pop-up messaging to prominently display that riding under the influence is prohibited in Oak Park.



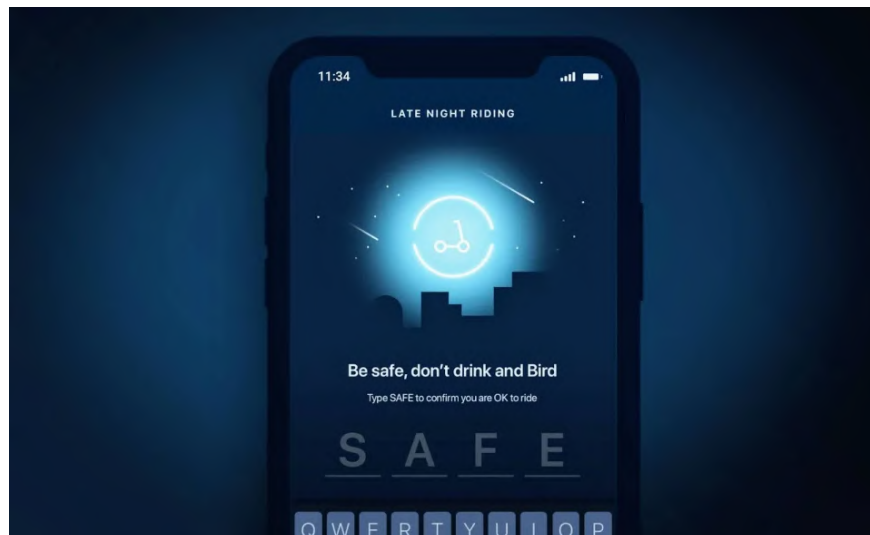
Pledge Cards

Bird uses virtual pledge cards to help educate riders on local laws and regulations. The cards are presented to riders via an in-app pop-up, requesting that they read and then pledge to abide by each rule. Over 600,000 riders in cities such as Portland, Washington, D.C. and Atlanta have taken the pledge. In Oak Park, we will set an internal goal of reaching a rider pledge rate of 80%.



NEW Safe Start

An in-app checkpoint, Safe Start is designed to discourage people from riding under the influence. Working with the City, Bird will determine late-night hours during which riders attempting to unlock a Bird will be asked to verify that they can safely handle the vehicle by correctly entering a keyword into the app. Those who are unable to type the keyword correctly are encouraged to choose an alternative method of transportation, such as a taxi or ride-hailing service.



Safe Start

Physical Assets

To further ensure riders are educated on local rules in Oak Park, we will promote key safety messages on our vehicles via decals and hang tags as well as explore education campaigns with city partners.

On-Vehicle Decals

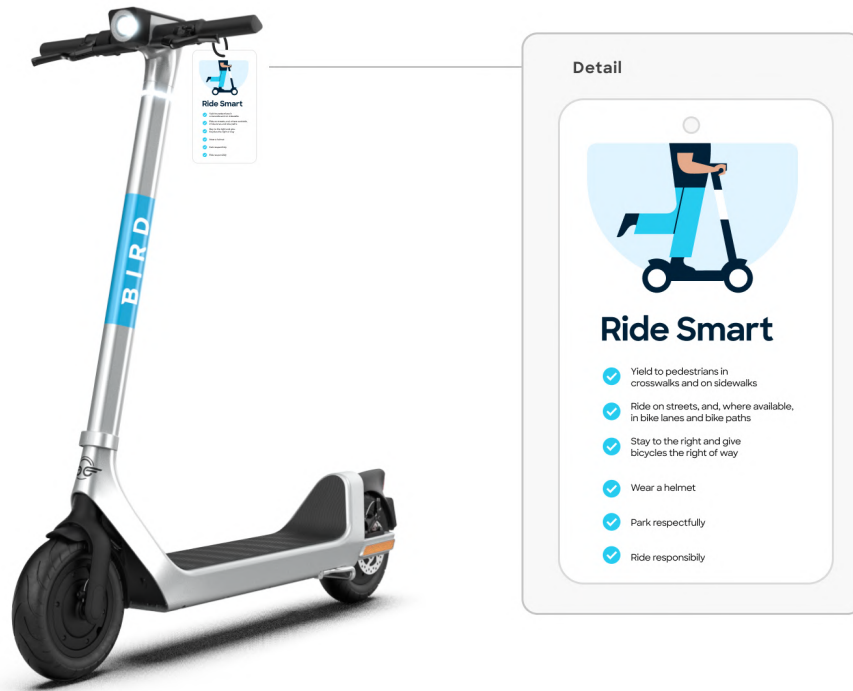
Key safety rules and messages on our vehicles include: “Wear a helmet” and “Park responsibly.” Messaging is complemented with images to help increase comprehension.



On-Vehicle Safety Decal

Hang Tags

We attach multilingual informational hang tags to our devices to disseminate user education and safety reminders.



Safety and Education Hang Tag

City Partner Education Campaigns

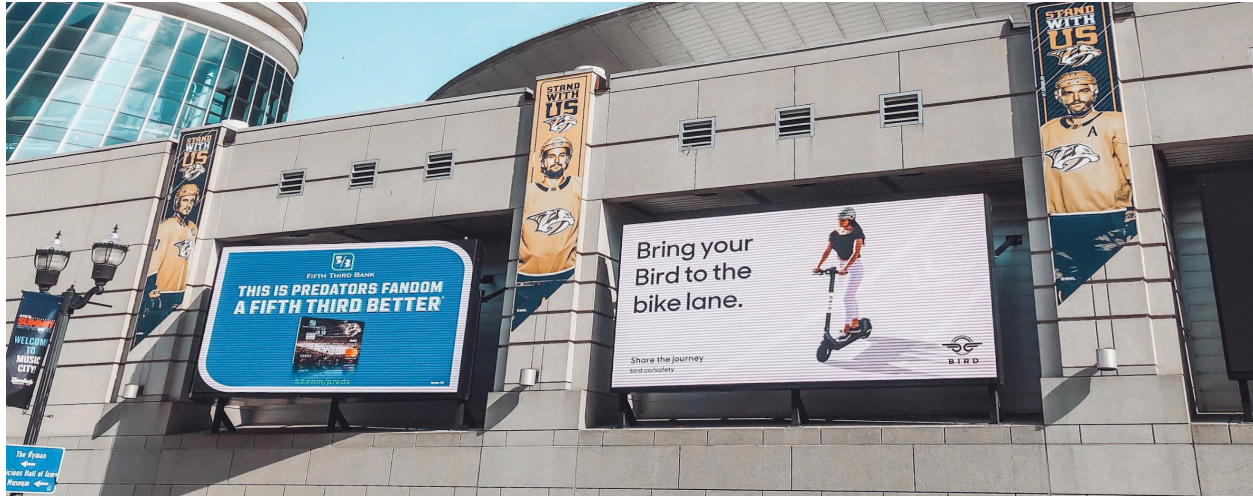
Bird promotes safety messaging and information using billboards, street signage and paid advertisements. We would explore a campaign in Oak Park shortly after program launch featuring key educational messaging around local rules. Bird has experience launching similar campaigns in collaboration with our city partners and local transit authorities. For example, in January 2021, we worked closely with City of San Diego staff and City Council offices to launch a city-wide e-scooter education campaign in partnership with the Metropolitan Transit System, determining ad placements based on trip date, ridership patterns of first-time riders and 311 parking issues. We also partnered with the local transit authority (CTA) in Chicago on 30" x 96" bus media ads coupled with digital bus shelter display ads that featured Bird safety messaging. And, in Nashville, we ran two 20-foot billboards on the side of Bridgestone Arena for four months to remind riders how to use the bike lane, park responsibly and wear a helmet.



San Diego education campaign in partnership with the Metropolitan Transit System



Chicago education campaign in partnership with the Chicago Transit Authority



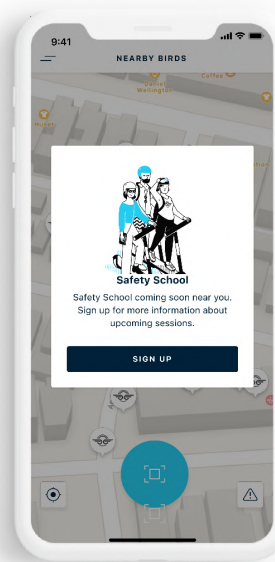
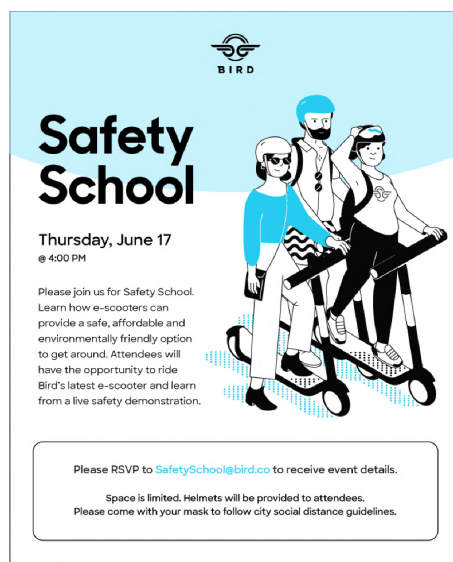
Nashville education campaign in partnership with the Nashville Predators and Bridgestone Arena

In-person Events

In addition to regularly attending local community events, our Oak Park team will host free in-person safety training classes via our Safety School events. Our outreach will focus on wide-reaching, targeted engagements for both existing and new riders.

Safety School

Bird augments our video, in-app and online safety education with the administration of Safety School, an in-person, how-to-ride safety and training program. We partner with community groups and safety advocates who have experience with the area's traffic and street environment. During the events, Bird educates riders on local laws governing the safe operation and parking of devices, hands out free helmets, and distributes ride credits to new riders who engage in our safety quizzes and demonstrations.



5. Have you developed or supported any communications to generally promote active transportation as a way to grow interest and understanding of shared micromobility transportation services, improve access and safety from the network, etc.?

Yes, please see our responses to questions 3, 4, and 6 for examples of communications we have developed and supported to promote active transportation as a way to grow interest and understanding of shared micromobility transportation services and improve access and safety.

6. Safety Education for the Public

Describe any information (i.e. safety, way finding) to be placed ON e-scooters and/or at docking stations (if applicable).

All Bird Threes in Oak Park will have safety information decals on the device, as well as a display featuring onboard navigational maps and safety notifications.

Describe your approach to communicate to the public about driving safely around e-scooters, and how to report complaints.

Educational Materials

Safety starts with understanding the rules of the road. Bird sets clear expectations for new riders on where and how to safely ride and park e-scooters and reinforces them with every ride. Our core safety messages include: Always wear a helmet; Obey traffic laws; Yield to pedestrians; No sidewalk riding; No double riding; No underage riding; Don't drink and ride; and Park responsibly. We convey these important safety messages to riders via:

- **New-Rider Tutorial:** Before their first ride, Bird riders must complete an in-app safety and parking tutorial. The tutorial provides detailed instructions on where and how to ride and park Birds safely.
- **Ride-Level Messaging:** We remind riders of safe riding expectations at every step of their app experience.
- **Quizzes and Interactive Tools:** Bird uses gamification, incentives and interactive features to bolster good parking norms. For instance, incentivized parking provides riders with a small financial incentive to park in designated areas.
- **On Vehicle and on Infrastructure Physical Assets:** All vehicles will feature safety decals with clearly visible text/graphics notifying the user that helmets should be worn at all times while operating an e-scooter, users must yield to pedestrians, and users must obey the rules of the road, obey all traffic law, and obey all applicable City of Oak Park ordinances when riding on a street, roadway or highway. These messages can also be displayed at our parking hubs.

Local Safety Events

In addition to materials promoting the core safety messages discussed above, Bird hosts in-person training events through our Safety School and other in-person events, where we focus on improving riders' skills along with reinforcing important safety expectations, like no sidewalk riding. As part of these efforts, we focus on additional safety promotion including:

- **Safe riding.** Navigate traffic and bike lanes with care.
- **Heightened awareness.** Anticipate what others might do.

- **Always stay alert.** Save the selfies and music for after the ride.
- **Respect pedestrians.** Yield and keep walkways accessible.
- **Every voice matters.** Get involved to help your city reshape its streets.

Escalating Penalty Structure

Bird will also use an escalating penalty structure to respond to customers who repeatedly offend program regulations. Fines will be accompanied by an email describing the incident and why it was unsafe, educational materials relevant to the offense, and a reminder about additional fines and the potential for account termination. Riders on low-income plans will be excluded from all financial penalties but will receive the warning emails and are also subject to account termination for repeated offenses.

	x 1 1st Offense	x 2 2nd Offense	x 3 3rd Offense	x 4 4th Offense
 Improper Parking	\$5 fine	\$10 fine	\$20 fine	Account terminated
 Sidewalk Riding	\$5 fine	\$10 fine	Account terminated	
 Unsafe Riding	\$20 fine	Account terminated		
 Illegal/Extremely Unsafe Behavior e.g., pedestrian harassment; riding with a minor	Account terminated			

From experience, we know offenses related to improper or illegal riding and parking have different drivers, impacts on the community, and levels of frequency. Our penalty structure and measures account for these complexities rather than offering a one-size-fits-all approach. It is designed to ensure riders take their responsibility to ride safely seriously while facing the consequences for engaging in unsafe and/or illegal riding behavior that puts themselves and others at risk.

In addition to issuing a higher fine for a first-time offense of unsafe riding, we will use a one-strike-and-out policy for illegal/extremely unsafe riding such as pedestrian harassment or riding with a minor, both as a deterrent for riders and as a means of prioritizing the safety of the wider community. Bird will publicize the fines via our new-rider education, email blasts and end-of-ride in-app notifications.

Our team looks forward to working with Oak Park to gather feedback on the penalty structure and would be happy to adjust it based on our discussions.

All vehicles shall have clearly visible text/graphics notifying the User that:

- **Helmets should be worn by all persons when operating an e-scooter;**
- **Users must yield to pedestrians;**
- **Users must obey the rules of the road, obey all traffic laws, and obey all applicable City of Oak Park ordinances when riding on a street, roadway or highway.**

All vehicles will be equipped with safety reminders notifying the user that helmets should be worn by all persons when operating an e-scooter, users must yield to pedestrians, and users must obey the rules of the road, obey all traffic laws, and obey all applicable City of Oak Park ordinances when riding on a street, roadway or highway.

H. Customer Service, Staffing and Workforce Development

1. Customer Service Operations

- a. Vendors shall provide a single point-of-contact (phone number and email) customer service line, available 24 hours per day, for complaints about improperly parked vehicles, maintenance issues, and other issues related to e-scooter service(s) provided.**

At Bird, we are passionate about providing the highest standards of customer service. Over the last four-plus years, we have invested in and built a service designed around the communities we serve, creating accessible and responsive feedback channels that meet community, rider and city needs 24 hours a day, seven days a week. Our customer service in Oak Park will be:



Accessible

Multilingual and ADA-compliant channels available 24/7.



Personalized

Friendly and informed in-house team provides tailored, customer-focused support.



Responsive

Calls answered within 29 seconds, with a global resolution time of five minutes.

To effectively manage customer service issues, we offer a suite of proven, 24/7, multilingual, low- or zero-friction contact options available via phone, text, email, social media, online and in-app. Customers are encouraged to contact Bird regarding improperly parked vehicles, maintenance issues, and other issues related to e-scooter services provided.



Phone Number

1-866-205-2442. Our staffed, toll-free customer service line provides support 24 hours per day, 365 days a year. It also accommodates TTY relay services.

	Website http://www.bird.co Our website adheres to the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines 2.1 (WCAG 2.1) at the AA level.
	Email hello@bird.co
	Twitter @BirdRide
	Instagram @Bird
	Online Form http://www.bird.co/contact-us
	Community Mode In-app feature that enables riders and non-riders to report complaints such as irresponsible riding or improper parking in real time. See page 86 for details.

b. This single point-of-contact information should be clearly shown on each e-scooter along with a unique identifying number for each vehicle.

Customer service information is clearly shown on each e-scooter along with a unique identifying number for each vehicle.



c. Complaints must be addressed within 3 hours during the hours of 7:00 a.m. to 10:00 p.m.

Bird customer service will address all complaints within 3 hours during the hours of 7:00 a.m. to 10:00 p.m.

Please describe any variations to this desired service standard, including what, if any, service is provided on designated holidays.

As discussed above, Bird's customer service is available 24 hours a day, 365 days a year, including designated holidays.

d. Each complaint shall be issued a unique "ticket number" to the person who reported the problem, issue or idea.

Each complaint will be issued a unique ticket number to the person who reported the problem, issue or idea.

e. The person who made the complaint/comment shall be notified when the "ticket" has been addressed and closed.

The person who made the complaint/comment will be notified when the ticket has been addressed and closed.

f. Complaints/issues forwarded to the operator by the City of Oak Park must also be addressed in the same timelines. The vendor must also notify the person who made the complaint/comment and copy the City of Oak Park (specific contact information to be provided later) when the ticket has been addressed and is considered closed.

Complaints/issues forwarded to Bird by the City of Oak Park will be addressed in the same timelines. Bird will also notify the person who made the complaint/comment and copy the City of Oak Park when the ticket has been addressed and is considered closed.

The City of Oak Park prefers to work with a vendor(s) that provides locally or regionally based customer service at least during normal business hours (Monday – Friday, 8 :00 a.m. to 5:00 p.m. excluding the City's official holidays - New Year's Day, Dr. Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Christmas Eve, Christmas Day).

a. Do you typically maintain locally or regionally customer service staff at least during normal business hours?

Bird has customer service staff that support all timezones within the US 24/7, 365 days a year. Additionally, our locally based Fleet Managers are able to rapidly respond to any operational requests through multi-team collaboration with our customer service staff, the City's Account Manager, and our Michigan-based operational teams.

b. If you do not have local/regional customer service staff, is your customer service staff based in North America and/or your 24-hour service is provided remotely?

Bird's customer service staff is based in North America and provides 24 hour service remotely.

c. Do you offer text-based customer service and other accessible communications for persons with hearing disabilities (e.g. video relay, accessible web site that is screen reader compatible, smartphone apps)?

Bird offers text-based customer service and other accessible communications for persons with hearing disabilities. Our app and other customer interface technology, such as the Bird website, is fully accessible to persons with disabilities and accessible to screen readers and complies with Section 508 of the United States Workforce Rehabilitation Act of 1973 and the most recent version of the Web Content Accessibility Guidelines (WCAG).

2. Staffing and Workforce Development

a. Provide a hiring and labor plan, including the number of full time, part time, seasonal and/or contract employees expected to be employed in Oak Park to launch and sustain the proposed pilot system.

Our staffing plan for Oak Park is tailored to support our anticipated fleet size and the resources required to safely and efficiently manage the operations of the system and provide customer service:

Team/Role(s)	Responsibilities	Staff Quantities	Employment Type
Government Partnerships (Manager, Director)	Responsible for public and government relations as well as community engagement, including working directly with elected government officials, community leaders, neighborhood and merchant associations, advocacy groups and more.	1	Full Time
Operations Leadership (General Manager, Operations Associates)	Oversee field and service location teams. Liaise with local stakeholders and broader community. 24-hour contact for City staff questions and concerns related to deployment, charging, rebalancing and fleet operations in Oak Park. Liaise internally with the Engagement Manager to ensure all City concerns are addressed and resolved swiftly.	3	Full Time
Regional Service Center Team	Maintain, clean and charge Birds at the local service center. Provide support (maintenance, IT, backend) to Fleet Managers during drop-in hours.	4-8	Full Time
Engagement Manager	Manages and serves as 24-hour point of contact for all Fleet Managers. Ensures Fleet Manager compliance with local rules and regulations. Sets KPIs and SLAs and schedules regular check-ins with Fleet Managers to track progress. Bird will provide contact information for our local EM who will be available to respond to and coordinate all operational requests.	1	Full Time

Fleet Managers	Deploy, rebalance and collect Birds for charging or maintenance.	2	Full Time
Customer Service (Central Bird Team)	Collect and help remediate requests from riders or the public.	100+	Full Time
Communications and Marketing	Develop and launch integrated marketing campaigns, programs, and messaging to promote safe, sustainable and equitable access to micromobility in Oak Park.	1	Full Time

b. Vendors are encouraged to include in their hiring plan steps to identify, train and employ local residents, especially those that have been historically disadvantaged in participating fully in the local economy.

We identify and source Fleet Managers (section (F)(4)) directly from the communities we serve, focusing on providing opportunities to small, locally owned businesses, as well as certified women- or minority-owned businesses. We will only execute contracts with experienced applicants. All prospective Fleet Managers undergo rigorous vetting to ensure they meet and exceed our standards for operational excellence. We follow strict criteria when assessing our local partners, including requiring them to demonstrate commitment to hiring locally, prioritizing long-term staffing arrangements with opportunities for advancement and a real living wage as opposed to short-term, temporary work, as well as developing or expanding any diversity and inclusivity policies in recruitment and retention. Additionally, Bird will bring economic opportunities to Oak Park by employing local experienced technicians and providing rigorous and on-the-job training that is transferable to future job opportunities. We will work closely with community-based hiring programs to encourage direct employment of qualified and economically disadvantaged residents in Oak Park.

I. Pricing, Payment, Fees and Revenue Sharing

1. User Pricing

a. Detail your proposed user pricing structure, including per trip rate, package rates (e.g., monthly pass), and/or discounted user fees for lower-income persons/families. Variable user pricing proposals will be considered but only if they are proven to increase equitable access.

Payment Structure	Details
Standard Pricing	\$1 to unlock, plus a per-minute fee of \$0.39
Bird Community Pricing	This program provides 50% off our standard unlock and per-minute fee. Eligible riders include: • Low-income residents • Seniors • Students with Pell Grants

	• Veterans • Employees of pre approved community-based organizations and nonprofits To sign up, riders must email proof of eligibility to access@bird.co. Approval takes approximately two to three business days. Bird will partner with the City on other eligibility requirements as needed. Bird works closely with our partners to ensure everyone has access to our service.
Ride Passes	Ride passes are designed to save riders money and accelerate mode shift away from cars for short-distance trips. The following plans are tailored to suit individual needs: • Daily Pass: \$19.99 for unlimited rides; • Weekly Pass: \$1.99 for free unlocks; • Monthly Pass: \$5.99 for free unlocks Bird can also offer an hourly or annual ride pass if desired by the City.

b. Provide information on any additional user pricing programs such as student fares, corporate pass options, etc.

Payment Structure	Details
Healthcare Workers COVID-19 Program	As part of our commitment to support communities during the COVID-19 pandemic, Bird provides free rides to healthcare workers and emergency personnel. Eligible riders can sign up by emailing a copy of their medical identification card to together@bird.co . Riders will receive two free 30-minute rides per day. Eligible riders sign up by emailing a copy of their medical ID card to together@bird.co .
Special Fare Programs	Bird regularly promotes special fare programs in response to local needs like our Free Rides for Teachers in 2020, Roll to the Polls initiative that provided free rides to voters during the last presidential election and the 2021 municipal elections. In Oak Park, Bird will also offer promotions such as free unlocks during Bike to Work Day.
Bird Business Credit Program	Our business subscription program enables local businesses to purchase ride coupons on behalf of their employees to encourage eco-friendly commuting via Bird, helping the City foster a more sustainable and livable city. The program can be customized to meet individual company budgets and preferences (e.g., weekday rides only). To encourage adoption among employees, Bird offers bonus rider credits to each employee for any month in which 75% of credits are redeemed.

2. Payment Options and Integration with Other Apps and Access Cards

a. What standard payment options will be available to pay for use of your service such as single trips, frequent trip makers, and other fare structures?

Smartphone Users

Our standard payment option is the use of debit or credit cards through the Bird app. In addition to accepting debit and credit cards, the Bird app is fully integrated with Apple Pay, Google Pay and PayPal. To link PayPal to their Bird account, riders simply tap the “Options” icon in the top left corner of the Bird app, click “Payments” from the drop-down menu, select “PayPal,” and sign in. We also offer cash-based payment alternatives, including a simple and easy-to-use Cash for Bird Credits option (see I.2.b. below).

Non-Smartphone Users

Riders using our SMS option can set up payment information via an automated, phone-based, PCI-compliant bot using the “pay” command and a credit, debit or prepaid card.

Every financial transaction is secure and PCI compliant, and all personal information is protected using industry-standard encryption. Bird neither stores nor accesses credit card information. All sensitive payment information is handled entirely by a large third-party payment processor which implements PCI-DSS Level 1 controls.

b. Detail how potential system users without a credit card would access the system or how can the system be accessible by the “unbanked”.

Payment type should not be a barrier or deterrent to shared mobility. As such, Bird has and will continue to support and promote a variety of payment options for customers that may not have debit or credit cards including:

Cash for Bird Credits	Bird offers riders a simple and easy-to-use cash payment option: 1. Riders find a participating retailer, using either the Bird app or our website. 2. At the store, riders open the “Payment” tab in the Bird app to access their unique barcode. 3. Cashier scans the barcode, takes payment, and adds it to the rider’s Bird account. 4. Bird balance is updated immediately and ready to use. Our cash payment option is available at several retail locations in and around Oak Park, including 7-Eleven, CVS Pharmacy, Dollar General, Family Dollar, Speedway, and Walgreens.
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	 Oak Park Cash Payment Locations
App-Integrated Payment Options	Bird offers PayPal as an additional payment option in the Bird app. Doing so extends the reach and availability of Bird vehicles to those who may not have, or may not prefer using, a personal bank or credit card. PayPal's open digital payment platform offers financial service access to more than 325 million individuals. Bird's integration with PayPal provides access to the world's most advanced sustainable devices and is currently used by 11% of our riders. In addition to PayPal, the Bird app is fully integrated with Apple Pay and Google Pay.
Prepaid Debit Cards	Riders can purchase prepaid American Express, Mastercard and Visa cards with cash from retailers across Oak Park. Riders can add their prepaid debit card as their payment option within the Bird app or when providing their payment information for Bird's text-to-ride service.

c. What equipment deposit fees do you charge users (how much depending on vehicle type)? Discuss any reductions in the deposit fee

Bird does not charge an equipment deposit fee.

d. The City of Oak Park prefers a vendor(s) that can initially or eventually provide integration with locally used transportation apps and integrated fare. Have you integrated payment methods and/or equipment access with other services like transit passes, parking cards, smart student identification cards, etc.?

In Oak Park, we hope to work closely with local officials to establish a seamlessly interoperable transit network featuring our multimodal fleet, MoGo, and other sustainable transportation options from local providers. Our solution will promote integrations of information, booking and payment and services. We also work with other local transportation providers around vehicle staging and physical infrastructure planning, ensuring that our service seamlessly integrates into and extends the existing network.

Our team has significant global experience working successfully with third-party platforms and establishing interoperability with public transport systems. Our devices' flexibility and affordability make them a natural link to cities' existing public transport services and allow riders to fulfill their specific first- and last-mile needs. We currently work with four U.S. transit agencies, 18 global agencies, and several third-party transit apps to provide advanced transit integrations working toward our shared Mobility as a Service (MaaS) goals. We also have experience integrating with smart student identification cards, allowing students to access our service using their university-issued ID. These partnerships have taken on a variety of forms to date, including:

Partner	Integration Type	Details
NEW Google Maps	Information, trip planning, booking and payment	Riders can locate nearby Birds and plan multimodal trips that incorporate e-scooters, local transit, bikes, and walking. The new feature also displays additional helpful information, including an optimized route, estimated travel time, cost, and environmental impact for each journey.
NEW Moovit Global third-party transit planning and payment app	Information, trip planning, booking and payment	Bird partners with Moovit in cities globally, enabling riders to view, plan, book or pay for multimodal itineraries that include Bird and public transit trips within the Moovit app.
LA Metro Los Angeles, CA	Dedicated parking	Bird partners with LA Metro to incentivize micromobility parking at their train stations. We are also in advanced discussions regarding locating Birds in specific areas to supplement bus service at stations where there has been a reduction in service or there is overcrowding of buses.
Capital Metro Austin, TX	Parking nests	Worked with agency staff to identify and create parking nests at top 20 Capital Metro bus stops.
Trenitalia Primary train operator in Italy	Dedicated parking, exclusive benefits	Birds are deployed at train stations in dedicated parking areas. Rail customers new to Bird receive two free 15-minute rides, while Trenitalia loyalty members benefit from additional savings, such as free Bird unlocks, to encourage short-distance journeys via scooter.

Dallas Area Rapid Transit Dallas, TX	Information	Provide Bird GBFS feed for Dallas Area Rapid Transit's "GoPass" mobile app. Riders can see available Birds alongside real-time transit information.
Transit Authority of River City Louisville, KY	Information	Provide Bird GBFS feed for TARC's multimodal trip planner app. Riders can see available Birds alongside real-time transit information.
SNCF France	Information	Provide Bird GBFS feed for Assistant SNCF app (national state-owned rail company). Riders can see available Birds alongside real-time transit info.
Cascais Proxima Cascais, Portugal	Information	Bird partners with the City of Cascais to enable residents and visitors to locate Birds within the city's mobility app.
Wiener Linien Vienna, Austria	Unlock/lock, dedicated parking	Integration allowing unlocking and locking of Bird e-scooters within the Wien Mobil MaaS app. Parking areas at different metro stations.
SBB Switzerland	Unlock/lock, dedicated parking	Integration enabling users of the SBB application to access e-scooters directly via the SBB application. Hubs at train stations in cities we operate in with designated preferential parking spots.
BVG Jelbi European third-party transit planning and payment app	Information, trip planning, booking, payment and dedicated parking	Integration enables unlocking and locking of Bird e-scooters within Berlin's public transport app (Jelbi), as well as the free use of recharging at Jelbi hubs and stations.
Skipr European third-party transit planning and payment app	Information, trip planning, booking and payment	Bird partners with Skipr in Antwerp, Belgium, enabling riders to view, plan, book and pay for multimodal itineraries that include Bird and public transit trips within the Skipr app.

SPOTLIGHT: Free Public Bikeshare Integration for Cities

Local public bikeshares have a critical role to play providing cities with a sustainable, affordable transportation network-and Bird is committed to meeting their multimodal mobility needs without monopolizing transportation options or competing with local businesses. Our new free bikeshare integration enables collaboration between our shared scooter platform and local bikeshare service providers.



Metro



Oslo City Bike



METROBIKE

powered by **B**Cycle



**SAN ANTONIO
BIKE SHARE**



Oslo, Austin, Los Angeles, San Antonio, Milwaukee and Detroit are among the first cities to feature their local bikeshare programs (Oslo City Bike, Metrobike Austin, Metro Bike, SA Bikeshare, Bublr Bikes Milwaukee, and MoGo Bikeshare) directly in the Bird app to help encourage multimodal mobility and reduce dependence on ICE vehicles. Riders searching for vehicles in the Bird app will automatically be able to see nearby public bike stations along with the number of bikes currently available at each. Tapping the icon will take the rider to the local bikeshare app where rentals can be started in just a matter of moments.

3. System Fees and Fines

Bird understands and acknowledges that City staff is currently reviewing fee and fine structures from other City departments, other communities around the United States and will be recommending an appropriate schedule of fees and fines for City Council consideration, including:

- Performance bond/escrow fund
- Per device fee and/per trip fee
- Operation permitting fee
- Relocation/removal fees when not adequately addressed by Bird or when it is not appropriate for Bird to retrieve/remove

Bird further understands and acknowledges that Staff will be balancing the City's interest in providing highly functional e-scooter transportation opportunities with the value of the use of the public realm by shared micromobility vendors when establishing this schedule of fees and fines.

4. Sponsorships, Advertising and Revenue Sharing

If you would like to propose a sponsorship structure and/or propose a revenue sharing model with the City, please describe these terms.

Bird does not propose any sponsorship structure or revenue sharing model with the City of Oak Park. Bird understands and acknowledges that the City of Oak Park reserves the right to obtain possible sponsors to support shared micromobility transportation and related support elements, in partnership with an approved provider or on its own.

Vendors cannot utilize their vehicles, stations/hubs or other fixed equipment for the sale or display of third party advertising without written agreement from the City of Oak Park. If you would like to propose advertising on the vehicles and/or station/parking/fixed charging equipment used to provide your service (i.e., equipment that would be placed in the designated shared micromobility hubs), please describe your interest and approach for advertising.

Bird will not utilize our vehicles, stations/hubs or other fixed equipment for the sale or display of third party advertising without written agreement from the City of Oak Park.

J. Data, Metrics, Reporting and User Privacy

1. Describe all reporting features available to the City such as system utilization, e-scooter distribution, current number of e-scooters available to the public, customer feedback, use by fare type, safety-related data, complaint-related data, etc.

In every city in which we operate, we share the most transparent and robust data to support the needs of local officials and city planners. Bird is the only operator to provide cities with real-time access to data feeds, ensuring transparency and accountability in our service.

Unlike other operators that use a batch processing model (grouping data together and collecting it intermittently), Bird uses stream processing to continuously collect and process our program data, enabling cities to track the movement of our devices within the public right-of-way in real time. This ensures that we can detect, triage and resolve issues in our external APIs faster than most other operators in the unlikely event of discrepancy.

The following are key data products Bird provides; such data can be used to see how people are moving throughout Oak Park today, and help to guide decisions to plan for and invest in smarter cities for tomorrow.

Mobility Data Specification APIs

Governed by the Open Mobility Foundation (OMF), these APIs are closed, tokenized feeds that provide detailed information about our device movements throughout the day. They include detailed route data for each trip and device status changes as defined by the specification. The MDS APIs offer a comprehensive view of the data needed to engage in meaningful transport planning, such as trip length, start and end time, route and vehicle status.

The City can calculate and determine the following from MDS, at any geographic and temporal degree of precision:

- the number of devices in circulation;

- the total number of miles traveled;
- the average time each device spends available (not in use);
- the number of rides;
- the average duration of rides in time or distance;
- origin and destination of rides

Ingesting MDS and turning raw data into information requires software and data science expertise. If [CITY] does not have this expertise in house, Bird has partnerships with Populus and Ride Report, which provide software-as-a-service (SaaS) products that are specifically designed to turn MDS raw data into actionable insights. Across the U.S., Bird has experience working with six different aggregators to provide cities with useful insights and compliance measurement.

City Dashboard

In addition to MDS, Bird provides cities an easy-to-use dashboard that shows what is happening in their service areas. It includes several insightful sections, including:

The Summary section of the dashboard provides aggregate statistics from a variety of perspectives and aggregations, including today, yesterday, week to date, month to date and all-time. It also allows cities to easily view the historical count of vehicles in the public right-of-way to check against city caps. The underlying data that powers these visualizations is available to the City for download as a csv or excel document.

The Maps section of the dashboard displays real-time information on each Bird in the public right-of-way. The Birds' current locations are plotted and their statuses are color-coded to show whether they're rideable, in ride, reserved for a ride, or waiting to be picked up for a repair. The data containing the details on each Bird in the public right-of-way is also available to be downloaded and further analyzed.

The Rides section of the dashboard gives deep insights into a city's rides and riders. Heat maps of trip origins and destinations can highlight the city's hot spots for micromobility services, and general statistics about the total number of rides, count of unique riders, and rides per rider are highlighted. It also includes tables that provide insight into each individual ride, such as whether the ride was a commuter ride, low-income ride, or a first-time ride, as well as the start and end locations of the rides. As with the other sections of the dashboard, cities will have access to the data that's powering the visualizations. Ride data for the previous 90 days will be available for download so that cities can explore and find their own data insights.

GBFS API

Bird offers a General Bikeshare Feed Specification (GBFS) feed, which provides the locations of available devices within a jurisdiction and can be ingested by third-party trip-planning applications. GBFS is stewarded by the North American Bikeshare Association (NABSA). Bird is proud to serve on the NABSA Board and is the only e-scooter-focused operator to do so.

Flat File Reporting

Bird offers flat file reporting in CSV and PDF formats. We provide the following standardized reports: unique active riders; trips per day; individual trips (including trip ID, scooter ID, start time, start location, end time, end location, duration, distance and cost); number of vehicles in service per day; utilization; complaints; safety incidents; and device maintenance history.

2. Safety-Related

a. How do you track user safety incidents, including what categories you use to track this data?

Mitigating future road safety incidents is a matter of knowing where to focus infrastructure investments. Bird provides safety data to cities to help inform these decisions, guiding impactful street design interventions like intersection "daylighting" and protected bike lanes. Bird sources and provides this important data to cities.

Bird strongly encourages riders to report all safety incidents, no matter how small or seemingly inconsequential. We provide several ways for riders to report incidents, including by email (hello@bird.co), through our in-app messaging feature, and via phone.

We carefully analyze all incident reports to identify, understand, and address causal factors accordingly. If the cause of an incident is primarily related to other road users or street conditions, Bird notifies the relevant city authorities and offers our support in addressing unsafe conditions.

b. How often do you typically provide safety-related data to entities you are working with or permitted by? The City of Oak Park requests at least quarterly provision of safety related data from its approved e-scooter partners.

Bird will provide safety-related data to the City of Oak Park at least quarterly.

c. Vendors shall not engage in anti-competitive behavior with other approved service vendors, including sabotaging or damaging another vendor's equipment and/or services, falsifying data, etc.

Bird will not engage in anti-competitive behavior with other approved service vendors, including sabotaging or damaging another vendor's equipment and/or services, falsifying data, etc.

3. Privacy Policy and Practices

a. Operator must provide a Privacy Policy that safeguards Customers' personal, financial, travel information, and usage. Provide a brief overview to describe how you safeguard users' information, including personal, financial, and travel information, and/or a copy of your proposed Privacy Policy for your service(s) in Oak Park.

Bird follows best practices to ensure the security and protection of all sensitive data. Please see Appendix 5 for Bird's complete Privacy Policy. Our approach evolves as risks change over time and includes the following elements:

The Industry's Only Dedicated Data Security Team

Bird is the only micromobility provider with a robust full-time team dedicated to developing new capabilities for detecting signs of data breaches and other security incidents. This team also delivers safeguards and processes to assess the risk of partners and vendors that may have access to Bird's networks and data. Ultimately, they are responsible for assuring Bird's record of vehicle and data security is unmatched. To date, Bird has never suffered a malicious hack or data breach. We have 15 subject-matter experts distributed across multiple teams dedicated to data security, including:

- **Mobile App Security Team:** This team focuses on ensuring that any software and code developed by Bird follows secure development practices and is reviewed for vulnerabilities.

- **Vehicle Security Team:** This team focuses on securing vehicle hardware and firmware to address the risk of dangerous hacking or tampering activity that could endanger riders.
- **Infrastructure Security Team:** This team focuses on securing the systems that store Bird data and detecting signs of potential hacker activity.
- **Red Team:** This team focuses on simulating hacker activity to test our security systems and find opportunities to further improve Bird's security.
- **Global Security Operations:** This team focuses on physical security protections to ensure our data cannot be stolen by physical methods like burglary.

Certified Protections for Customer Payment Data

Bird is a certified PCI Level 1 merchant and is audited annually by a third party to confirm Bird's compliance and that the specific data security controls required by PCI regulation are in place. In 2020, third-party auditor NCC Group certified Bird's security controls and best practices to PCI Level 1 requirements. Every financial transaction is secure, and all personal information is protected using industry-standard encryption. Bird neither stores nor accesses credit card information. All sensitive payment information is handled entirely by a large third-party payment processor that implements PCI-DSS Level 1 controls. Bird will provide our most recent third-party PCI audits to the City bi-annually. Please see Appendix 6 for Bird's PCI-DSS level 1 certification.

Safeguarding Rider Data

Bird does not share or sell rider data to any third parties. Bird uses reputable third-party technology providers, like Amazon Web Services, to store and process Bird data, and we have legal terms in place that strictly forbid them from accessing Bird data for their own purposes.

Guarding Against Breaches

Bird focuses on taking every step to protect sensitive data by securing it on our servers. We developed rapid anomaly detection and response capabilities to limit the impact of security incidents. We maintain up-to-date cyber insurance from a major provider. Bird's company computers have world-class endpoint protection software installed and are monitored 24/7. To date, Bird has not identified any security data breaches. Multiple engineers on the Bird Security Team have formal experience and training with breach investigations, forensics, and incident response handling. Bird maintains an incident response plan that outlines specific protocols for handling various breach scenarios based on severity, known legal obligations related to customer privacy and personal data. We also maintain a forensic security team on retainer so that, in the event of an incident, Bird can work quickly and efficiently to detect, contain and neutralize any incidents. Bird's incident response plan contains internal escalation protocols to ensure that the appropriate stakeholders from our Legal and Executive Leadership teams are notified of incidents at the appropriate time. Bird's incident response plan also has protocols for escalating to specialized external parties including law enforcement contacts and third-party breach response partners.

b. Do you use the user's data for other commercial purposes beyond the service(s) you provide such as selling this data to third parties? If so, how are customers notified and how can they opt in or out?

Bird does not share or sell rider data to any third parties. Bird uses reputable third-party technology providers, like Amazon Web Services, to store and process Bird data, and we have legal terms in place that strictly forbid them from accessing Bird data for their own purposes. During initial signup, we inform our riders of exactly which data will be collected and provide them the opportunity to opt out.

- c. How are customers notified of any other types of mobile data that may be accessed (such as location services, contacts)? Operator should clearly communicate to the public and to the City what personal information is being collected about users, how it is being used, and for how long.

During initial signup, we inform our riders of exactly which data will be collected, provide them the opportunity to opt out and advise them if opting out will impact their rider experience. For example, upon downloading the app riders are informed that location services will be used but it is only necessary to enable “while using the app” to achieve a strong rider experience.

4. Desired Data/Information Reporting

Proposers shall outline data sharing capabilities, including, but not limited to, types of data available for City use, both real-time and monthly and/or quarterly reporting; method of data delivery to the City; and proposer’s policy related to the sale and/or sharing of data with entities other than the City. The City requires reporting to be provided at least on a quarterly basis:

- A. Number of trips per vehicle type per day
- B. Most frequently used designated hubs per month based on trips (pick-ups and/or drop-offs)
- C. All trip data (anonymized) including origins and destinations, average trip distance
- D. Percentage of micromobility vehicles placed in designated hubs at the end of use
- E. A breakdown of user demographics including, but not limited to, age, gender, zip code
- F. Frequency and completeness of routine vehicle and equipment inspections
- G. Number of vehicles serviced, including most frequent repair types
- H. Number of vehicles lost, stolen, replaced or impounded
- I. Total amount of revenue collected per month including, but not limited to, any rental fees, membership fees, out of area fees, charges per minute, charges per ride, and hub parking incentives provided
- J. Report and describe methodologies for the rebalancing, recharging, and maintenance
- K. Report and describe the dispositions of any injuries to participants
- L. Number of reported contacts with Oak Park Public Safety Department
- M. Heat map(s) of all rides for the month
- N. Number of users participating in various program(s) offered, including low-income and other special discount programs, helmet distribution programs, etc.
- O. Payment method information
- P. Outreach activities completed (quantity and descriptions)

In addition to the data sharing capabilities detailed in section J.1, Bird will provide the city with the following information at least quarterly:

- (a) Number of trips per vehicle type per day
- (b) Most frequently used designated hubs per month based on trips (pick-ups and/or drop-offs)
- (c) All trip data (anonymized) including origins and destinations, average trip distance
- (d) Percentage of micromobility vehicles placed in designated hubs at the end of use
- (e) A breakdown of user demographics including, but not limited to, age, gender, zip code
- (f) Frequency and completeness of routine vehicle and equipment inspections
- (g) Number of vehicles serviced, including most frequent repair types
- (h) Number of vehicles lost, stolen, replaced or impounded
- (i) Total amount of revenue collected per month including, but not limited to, any rental fees, membership fees, out of area fees, charges per minute, charges per ride, and hub parking incentives provided
- (j) Report and describe methodologies for the rebalancing, recharging, and maintenance
- (k) Report and describe the dispositions of any injuries to participants
- (l) Number of reported contacts with Oak Park Public Safety Department
- (m) Heat map(s) of all rides for the month
- (n) Number of users participating in various program(s) offered, including low-income and other special discount programs, helmet distribution programs, etc.
- (o) Payment method information
- (p) Outreach activities completed (quantity and descriptions)

Any MDS compatible application programming interface (API) must expose data where: (i) the trip starts in the City of Oak Park, or (ii) the trip ends in the City of Oak Park, or (iii) GPS telemetry data shows the trip passing through the City of Oak Park.

Any MDS compatible application programming interface (API) will expose data where: (i) the trip starts in the City of Oak Park, or (ii) the trip ends in the City of Oak Park, or (iii) GPS telemetry data shows the trip passing through the City of Oak Park.

K. Deployment Schedule

Outline the deployment Schedule including target launch date, estimated implementation timeline, and any anticipated challenges and/or barriers to meeting the proposed schedule in Section 2.

See below for Bird's deployment schedule, including our target launch date and estimated implementation timeline.

	Pre-Launch			May 1, 2022	Post-Launch				Ongoing
Week	-3	-2	-1	0	1	2	3	4	→
Focus Area	Government Partnerships			GP pre-launch preparation, preliminary data reporting, and ongoing City meetings after launch					
	Community Partnerships			Deliver introduction kits to local businesses, host roundtables with local stakeholders, and collected feedback from residents					
	Legal			Complete legal checks					
	Product			Identify operational areas with City, perform product testing, prepare local customer support, and promote Bird at community events					
	Vehicle		Deliver and prepare vehicles and accessories						
	Bird App		Update Bird app with local business requirements, and capture City operation zone requirements						
	Operations	Onboard local team and test deployment methodology							
				Perform ongoing efficiency analysis as data is collected to continuously improve local micromobility program					
	Marketing & Communications		Align with City on launch messaging and begin media promotion						
					Execute marketing strategy				
				Coordinate monthly community and tourist events					
Rider Education			Digital and physical rider outreach						
			Perform local outreach to educate riders on safety and terms of service						

Appendix 1

Involuntary Discontinuations of Service (**CONFIDENTIAL**)

As the inventor of scooter share, Bird operated before cities had specific regulations or permits that allowed or did not allow our business. Cities sometimes requested Bird pause operations while an ordinance or permit could be drafted and implemented (often with Bird's input). Other cities passed legislation expressly prohibiting scooter share. Bird believes that its operation in each city where it deployed scooters was always legal but since early 2019 made the decision to not enter a market without explicit permission.

- Austin, TX - City requested operators pause operations while an ordinance and permit could be crafted allowing scooter share. Bird now operates in the City with permission via a permit.
- San Francisco, CA - City requested operators pause operations while an ordinance and permit could be crafted allowing scooter share. Bird now operates in the City with permission via a permit under Scoot brand.
- Coronado, CA - City requested operators cease operations and have formally prohibited scooter share. Bird complied.
- Nashville, TN - City filed suit against Bird. Bird paused operations while an ordinance and permit could be crafted allowing scooter share. Bird now operates in the City with permission via a permit.
- Denver, CO - City requested operators pause operations while an ordinance and permit could be crafted allowing scooter share. Bird now operates in the City with permission via a permit.
- Scottsdale, AZ - City requested operators pause operations while an ordinance and permit could be crafted allowing scooter share. Bird now operates in the City with permission via a permit.
- Miami, FL - City requested operators pause operations while an ordinance and permit could be crafted allowing scooter share. Bird now operates in the City with permission via a permit.
- Coral Gables, FL - City requested operators cease operations and formally prohibited scooter share. Bird complied and withdrew but now operates in the City with permission via permit.
- Indianapolis, IN - City requested operators pause operations while an ordinance and permit could be crafted allowing scooter share. Bird now operates in the City with permission via a permit.
- Knoxville, TN - Bird never operated formally in Knoxville but the City sent Bird a pre-emptive cease and desist.
- Milwaukee, WI - City filed suit against Bird. Bird paused operations and resolved suit. Bird operated in the City with permission via a permit.
- Salt Lake City, UT - City requested operators pause operations while an ordinance and permit could be crafted allowing scooter share. Bird now operates in the City with permission via a permit.
- St. Paul, MN - City requested operators pause operations while an ordinance and permit could be crafted allowing scooter share. Bird now operates in the City with permission via a permit.
- St. Louis, MO - City requested operators pause operations while an ordinance and permit could be crafted allowing scooter share. Bird now operates in the City with permission via a permit.
- Louisville, KY - City requested operators pause operations while an ordinance and permit could be crafted allowing scooter share. Bird now operates in the City with permission via a permit.

- Providence, RI - City requested operators pause operations while an ordinance and permit could be crafted allowing scooter share. Bird operated in the City with permission but was not selected during a formal RFP process.
- Cambridge, MA - City requested operators cease operations and have formally prohibited scooter share via state statute. Bird complied. Suit filed against Bird for outstanding impound fees resolved.
- Somerville, MA - City requested operators cease operations and have formally prohibited scooter share via state statute. Bird complied.
- Newport Beach, CA - City requested operators cease operations and have formally prohibited scooter share. Bird complied.
- El Segundo, CA - City requested operators cease operations and have formally prohibited scooter share. Bird complied.
- Torrance, CA - City requested operators cease operations and have formally prohibited scooter share. Bird complied.
- Portland, OR - City requested operators pause operations while an ordinance and permit could be crafted allowing scooter share. Bird now operates in the City with permission via a permit.
- Charleston, SC - City requested operators cease operations and have formally prohibited scooter share via state statute. Bird complied.
- Mt. Pleasant, SC - City requested operators cease operations and have formally prohibited scooter share via state statute. Bird complied.
- Hempstead, NY - City requested operators cease operations and have formally prohibited scooter share via state statute. Bird complied.
- Garden City, NY - City requested operators cease operations and have formally prohibited scooter share via state statute. Bird complied.
- Cleveland, OH - City requested operators pause operations while an ordinance and permit could be crafted allowing scooter share. Bird now operates in the City with permission via a permit.
- Greensboro, NC - City requested operators pause operations while an ordinance and permit could be crafted allowing scooter share. Bird now operates in the City with permission via a permit.
- Richmond, VA - City requested operators pause operations while an ordinance and permit could be crafted allowing scooter share. Bird now operates in the City with permission via a permit.
- Athens, GA - City requested operators cease operations and have formally prohibited scooter share. Bird complied.
- Fresno, CA - City requested operators cease operations and formally prohibited scooter share. Bird complied. Bird did not apply for permit once formal regulations in place.
- Campbell, CA - City requested operators cease operations and have formally prohibited scooter share. Bird complied.
- Waco, TX - City requested operators cease operations and formally prohibited scooter share. Bird complied. Bird was not awarded permit once formal regulations in place.
- Chapel Hill, NC. - City requested operators cease operations and have formally prohibited scooter share. Bird complied. City now has bikeshare only.

- Columbia, MO - City requested operators pause operations while an ordinance and permit could be crafted allowing scooter share. Bird now has permission via a permit but has been asked to hold operations until 2021 due to Covid.
- Tuscaloosa, AL - City requested operators cease operations and have formally prohibited scooter share via state statute. Bird complied.
- Auburn, AL - City requested operators cease operations and have formally prohibited scooter share via state statute. Bird complied.
- Santa Barbara, CA - City requested operators cease operations and have formally prohibited scooter share via state statute. Bird complied.
- Birmingham, AL - City requested operators cease operations and have formally prohibited scooter share via state statute. Bird complied.
- Auburn, AL - City requested operators cease operations and have formally prohibited scooter share via state statute. Bird complied.
- Oxford, OH - City requested operators pause operations while an ordinance and permit could be crafted allowing scooter share. Bird complied. After regulations were in place, Bird applied and was awarded a permit but did not deploy as the launch correlated with the start of Covid.
- Stillwater, OK - City requested operators cease operations and formally prohibited scooter share. Bird complied. Bird was not awarded permit once formal regulations in place.
- Lubbock, TX - City requested operators cease operations and formally prohibited scooter share. Bird complied. Bird was not awarded permit once formal regulations in place.
- Ann Arbor, MI - City requested operators cease operations and formally prohibited scooter share. Bird complied. Bird was not awarded permit once formal regulations in place.
- East Lansing, MI - City requested operators cease operations and formally prohibited scooter share. Bird complied. Bird was not awarded permit once formal regulations in place.
- South Pasadena, CA - City requested operators cease operations and have formally prohibited scooter share. Bird complied.
- Raleigh, NC - City requested operators cease operations and formally prohibited scooter share. Bird complied. Bird did not complete application for permit once formal regulations in place due to excessive fees per scooter.
- Virginia Beach, VA - City requested operators cease operations and formally prohibited scooter share. Bird complied. Bird was awarded permit once formal regulations in place and now operates with permission.
- Norfolk, VA - City requested operators cease operations and formally prohibited scooter share. Bird complied. Bird was not awarded permit once formal regulations in place.
- Asheville, NC - City filed suit against Bird requesting operators cease operations and have formally prohibited scooter share. Bird complied and case was dismissed via consent order.
- West Lafayette, IN - City requested operators cease operations and formally prohibited scooter share. Bird complied. Bird did not apply for permit once formal regulations in place.
- Santa Cruz, CA - City requested operators cease operations and have formally prohibited scooter share. Bird complied.

- El Paso, CA - City requested operators cease operations and formally prohibited scooter share. Bird complied. Bird did not apply for permit once formal regulations in place.
- Corpus Cristi, TX - City requested operators cease operations and have formally prohibited scooter share. Bird complied. Bird did not apply for permit once formal regulations in place.
- Alhambra, CA - City requested operators cease operations and have formally prohibited scooter share. Bird complied.
- Altadena, CA - City requested operators cease operations and have formally prohibited scooter share. Bird complied.
- Beverly Hills, CA - City requested operators cease operations and have formally prohibited scooter share. Bird complied. Bird filed suit against City due to Brown Act violation. Case was withdrawn, Beverly Hills recently approved a permanent ban on all e-scooters. Bird complies with this request and does not operate in the city.
- Santa Ana, CA - City requested for operations to be paused due to a ADA lawsuit. Bird complied.
- Palm Springs, CA - City requested operators cease operations and have formally prohibited scooter share. Bird complied.
- Oceanside, CA - City requested operators cease operations and have formally prohibited scooter share. Bird complied.
- Redondo Beach, CA - City requested operators cease operations and have formally prohibited scooter share. Bird complied.
- Winston-Salem, NC - City requested operators cease operations and formally prohibited scooter share. Bird complied. Bird did not apply for permit once formal regulations were in place.
- Tacoma, WA - City requested operators cease operations and formally prohibited scooter share. Bird complied. Bird briefly operated with a permit and then did not apply for permit once formal regulations were in place.
- Riverside, CA - City requested operators pause operations while an ordinance and permit could be crafted allowing scooter share. Bird briefly operated in the City with permission via a permit.
- South Pasadena, CA - City requested operators cease operations and have formally prohibited scooter share. Bird complied.
- Peoria, AZ- City requested operators cease operations and have formally prohibited scooter share. Bird complied.
- Glendale, AZ - City requested operators cease operations and formally prohibited scooter share. Bird complied.
- Pomona, CA - City requested operators cease operations and have formally prohibited scooter share. Bird complied.
- Irvine, CA - City requested operators cease operations and have formally prohibited scooter share. Bird complied.
- Goleta, CA - City requested operators cease operations and have formally prohibited scooter share. Bird complied.
- Lynwood, CA - City requested operators cease operations and have formally prohibited scooter share. Bird complied.

- Charlottesville, VA - Bird operated via permit before withdrawing fleet to modernize vehicles. Scooter deployment did not meet compliance minimum levels and City requested Bird cease operations. Bird complied. City invited Bird to participate in future permit program but Bird did not apply.
- (West) Lafayette, LA - City requested operators cease operations and have formally prohibited scooter share via state statute. Bird complied.
- Homewood, AL - City requested operators cease operations and have formally prohibited scooter share via state statute. Bird complied.
- Milan, It - City requested Bird pause operations. Bird complied. Bird currently operates under permit.

Appendix 2

Service History Summaries (*CONFIDENTIAL*)

St. Clair Shores, MI

Safety History

Date	Affected Party	Reporting Party	Vehicle Issue	Medical Injury?
4/23/21	Rider	Rider	Shaft	No
5/31/21	Rider	Rider	Shaft	No
9/5/21	Rider	Rider	Not provided	Yes
10/7/21	Rider	Rider	Tires	No

Complaint History

Date	Subject	Priority	Resolved?
6/17/21	Bird retrieval	Normal	Yes
6/17/21	Bird retrieval	Normal	Yes
7/23/21	Bird retrieval	Normal	Yes
8/8/21	Bird retrieval	Normal	Yes
8/8/21	Bird retrieval	Normal	Yes

Bay City, MI

Safety History

Date	Affected Party	Reporting Party	Vehicle Issue	Medical Injury?
8/19/21	Rider	Rider	Not provided	No
8/27/21	Rider	Rider	Not provided	No
9/5/21	Rider	Rider	Not provided	No

Complaint History

Date	Subject	Priority	Resolved?
7/5/21	Bird retrieval	Normal	Yes

7/17/21	Bird retrieval	Normal	Yes
8/16/21	Refund request	Normal	Yes
9/6/21	Upset customer	High	Yes
9/10/21	Refund request	Normal	Yes
9/24/21	Bird retrieval	Normal	Yes
11/9/21	Submerged vehicle	Normal	Yes
11/12/21	Bird retrieval	Normal	Yes
11/12/21	Bird retrieval	Normal	Yes
2/9/22	Submerged vehicle	Normal	Yes

Midland, MI

Safety History

Date	Affected Party	Reporting Party	Vehicle Issue	Medical Injury?
6/5/21	Rider	Rider	Handlebar	No
8/4/21	Rider	Rider	Not provided	No
10/15/21	Rider	Rider	Not provided	No

Complaint History

Date	Subject	Priority	Resolved?
3/6/21	Rider use help	Normal	Yes
3/8/21	Rider use help	Normal	Yes
4/7/21	Rider use help	Normal	Yes
4/14/21	Refund request	High	Yes
4/30/21	Refund request	Normal	Yes
5/13/21	Bird retrieval	Normal	Yes
6/3/21	Refund request	High	Yes
6/21/21	Refund request	Normal	Yes
7/10/21	Refund request	Normal	Yes

7/11/21	Bird retrieval	Normal	Yes
7/19/21	Refund request	Normal	Yes
7/27/21	Refund request	Normal	Yes
8/9/21	Refund request	Normal	Yes

Appendix 3

Maintenance Checklist (*CONFIDENTIAL*)

Please see attached.

B3 Vehicle Inspection Checklist				
Service Center:		Inspector:		
		Vehicle Serial Number:		
Date:		Vehicle QR Code:		
		Battery Serial Number:		
Notes: The vehicle inspection checklist will ensure vehicles are in proper functioning order and upheld to the Bird level of safety and quality standards.				
Number	Item	Criteria	Type of Validation	Criteria Met:
1. Handlebar & Neck				
1	QR Code	Is the QR code legible?	Visual	☐
2		Is the Bird logo legible?	Visual	☐
3	Top Lid	Is the LCD displaying correctly?	Visual	☐
4		Is the lid snapped in place?	Contact	☐
5		Does the button click with a tactile feel?	Contact	☐
6	Handlebar	Is the handlebar straight (i.e. not bent)?	Visual	☐
7		Is the bar centered in the head casting (i.e. equal length on both sides of the vehicle)?	Visual	☐
8		Is the handlebar tight in the stem, does it rotate or slide left to right?	Contact	☐
9		Are the handlebar covers bent, damaged or missing?	Visual	☐
10	Bell Assembly	Is the bell assembly intact and in good condition?	Visual	☐
11		Does the bell ring?	Functional	☐
12	Front Brake Lever Assembly	Is the front brake assembly intact and in good condition?	Visual	☐
13		Can the front brake lever be actuated freely, without binding? Turn handlebar full left and right.	Functional	☐
14		Does the tail light function when front brake actuated?	Functional	☐
15		Does the front brake lever stop before it contacts the handlebar grip when pulled?	Functional	☐
16	Rear Brake Lever Assembly	Is the rear brake assembly intact and in good condition?	Visual	☐
17		Can the rear brake lever be actuated freely, without binding? Turn handlebar full left and right.	Functional	☐
18		Does the tail light function when front brake actuated?	Functional	☐
19		Does the rear brake lever stop before it contacts the handlebar grip when pulled?	Functional	☐
20	Throttle	Can the throttle be actuated freely, without binding?	Contact	☐
21		Is the throttle cosmetically acceptable?	Visual	☐
22	Grips	Are grips straight and fully on handlebar tube?	Visual	☐
23	Head Casting	Is the head casting intact and in good condition	Visual	☐
24		Is the head casting securely fastened, does it wobble when handlebar pulled?	Contact	☐
25	Head Light	Does the light lens appear free of scratches, punctures, or damage?	Visual	☐
26		Does head light turn on?	Functional	☐
27	Neck	Is the neck straight and tightly fit to the chassis?	Visual	☐
28		Is there any rattling coming from neck wiring when vehicle is moved?	Contact	☐
29		Is the neck in good cosmetic condition?	Visual	☐
30	Mallard	Does the mallard assembly appear intact and in good condition?	Visual	☐
31		Does the mallard assembly light function?	Functional	☐
32		Is there any gap between the mallard assembly and neck?	Visual	☐
2. Chassis				
33	Chassis	Is chassis straight and in good cosmetic condition?	Visual	☐
34		Are there any sharp edges protruding from the bottom assembly?	Visual	☐
35		Is the chassis front kick plate present, secured and in good condition?	Visual	☐
36		Is the rear chassis kick plate present, secured and in good condition?	Visual	☐
37	Deck Pad	Is the deck pad in good condition (i.e. not damaged, torn, overly worn, peeling up etc.)	Visual	☐
38	Kickstand	Is the kickstand straight and intact?	Visual	☐

39		Does the kickstand hold and deploy as intended?	Functional	☐
40	Serial Number Barcode	Is the barcode and serial number legible?	Visual	☐
41	Charge Port	Is the charge port undamaged?	Visual	☐
42		Does the vehicle battery charge? Test with a working charger, Display should indicate charge %.	Functional	☐
43	Headset	Does the steering mechanism stop before it would spin all the way around (i.e. 360°)	Functional	☐
44		Is the headset tightly fit in the chassis?	Visual	☐
45		Do the bearings feel tight when moved in the forward/aft direction? (i.e. is there any play/wiggle noticed?)	Contact	☐
46		Are the bearings operating smoothly when turning the handlebar clockwise and counter clockwise?	Contact	☐
47	Fork Reflector Covers	Are the fork reflector covers present and free of other cosmetic damage?	Visual	☐
48	Fork	Are the fork arms straight and in good condition?	Visual	☐
49		Is the fork straight in relation to the handlebars?	Visual	☐
50		Does the centering spring return the fork to the center position?	Functional	☐
51		Does the centering spring make any noise?	Functional	☐
52		Is the fork stem straight [i.e. does the scooter ride straight or pull to one side?]	Contact	☐
53		Does the fork wobble with the front wheel off the ground?	Contact	☐
54	Front Fender	Is the front fender in good cosmetic condition?	Visual	☐
55		Does the front fender rub against the front tire when the wheel is rotating?	Contact	☐
56	Front Wheel Assembly	Is the front tire seated properly on the rim?	Visual	☐
57		Is the front rim free of damage?	Visual	☐
58		Is the bearing snug with no side-to-side play?	Contact	☐
59		Is the bearing snug with no forward/aft play?	Contact	☐
60		Does the wheel spin freely?	Functional	☐
61	Tire (Front)	Front tire has intact tread?	Visual	☐
62		Front tire filled to 35 psi?	Contact	☐
63		Is the front tire cut or damaged in any way?	Visual	☐
64	Front Drum Brake	Does the arm move freely when the brake cable is pulled?	Functional	☐
65		Is jam nut present and tightened?	Contact	☐
66		Can the brakes be tightened without maxing out the motion of the lever arm?	Contact	☐
67		Is the brake drum intact and in good condition?	Visual	☐
68		Is the drum bolt secured?	Visual	☐
69		Is the boot intact and in good condition?	Visual	☐
70		Does the front wheel lock when the front brake is actuated?	Functional	☐
71		Is the cable correctly seated in the detente?	Visual	☐
72	Front Brake Cable	Does the cable move freely within the brake cable housing?	Contact	☐
73		Is the brake cable free of any kinks, fraying, or other significant wear or damage?	Visual	☐
74	Rear Fender	Is the rear fender present and undamaged?	Visual	☐
75		Does the rear fender rub against the rear wheel?	Contact	☐
76	Rear Wheel (Motor) Assembly	Is the rear tire seated properly on the rim?	Visual	☐
77		Is the rear rim free of damage?	Visual	☐
78		Does the rear brake lock the wheel?	Functional	☐
79		Is the bearing snug with no side-to-side play?	Contact	☐
80		Is the bearing snug with no forward/aft play?	Contact	☐
81		Does the wheel spin freely?	Functional	☐
82	Tire (Rear)	Rear tire has intact tread?	Visual	☐
83		Rear tire filled to 35 psi?	Contact	☐
84		Is the tire cut or damaged in any way?	Visual	☐
85	Rear Disc Brake	Does the arm move freely when the brake cable is pulled?	Functional	☐
86		Does the disc wobble?	Contact	☐
87		Do brake pads make noise when lever is not depressed and wheel is rotating (pads dragging)?	Contact	☐
88		Is the brake caliper/disc free of any visual damage?	Visual	☐

89		All bolts present on rotor and caliper?	Visual	☐
90		Does rear wheel lock, when brake actuated?	Functional	☐
91		Can the brakes be tightened without maxing out the motion of the lever arm?	Contact	☐
92	Rear Brake Cable	Does the cable move freely within the brake cable housing?	Contact	☐
93		Is the brake cable free of any kinks, fraying, or other significant wear or damage?	Visual	☐
94	Lights (Rear)	Is the lens in good condition (i.e. no cracks, no cosmetic damage)?	Visual	☐
95	Reflectors	Are reflectors present on side of chassis?	Visual	☐
96	Stickers and Branding (If Applicable)	Is the "Ride Safely" sticker present on the chassis downtube?	Visual	☐
97		Is the license plate sticker present on the rear of neck?	Visual	☐
98		Is the "No Riding on Sidwalks" present on both sides of chassis?	Visual	☐
99		Is the Bird Logo on the front chassis tube legible and in good condition?	Visual	☐
3. Functional Inspection				
100	Brain	Does the scooter take the unlock command?	Functional	☐
101		Does the scooter take the lock command?	Functional	☐
102	Motor	Does the motor run?	Functional	☐
103		Does the motor operate without vibration or grinding?	Functional	☐
104	Brake Lever Kill Switch	Does the brake lever kill switch stop operation of the motor when the brake is pulled? (Lift motor and throttle, actuate rear brake, throttle should cut, repeat with front brake.)	Functional	☐
4. Final Ride Functional Test				
105	Ride Test	Unlock vehicle (cellular)	Functional	☐
106		Ride up to top speed 15mph	Functional	☐
107		Verify electric and mechanical braking	Functional	☐
108		Verify time for last tracks in Compass/Bird App	Functional	☐
109		Verify for location accuracy in Compass/Bird App	Functional	☐
110		Lock vehicle (cellular)	Functional	☐

Appendix 4

User Agreement

Bird Rental Agreement, Waiver of Liability and Release

Effective Date: March 1, 2022

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICE.

In consideration of Your use of any of the Services (defined below) provided by Operator (defined below), Operator requires that You ("Rider," "You," or "Your") (acting for all of Rider's family, heirs, agents, affiliates, representatives, successors, and assigns) agree to all terms and conditions in this Rental Agreement, Waiver of Liability and Release ("Agreement").

For purposes hereof, "Operator" shall mean Bird Rides, Inc. d/b/a Bird, or the applicable Bird subsidiary providing the Services, e.g., Scoot Rides, Inc.

The services provided by Operator include, among other things, (1) the rental and/or use of the electric vehicles it operates (whether owned or leased) ("Vehicle" or "Vehicles"), and (2) all other related equipment, support, services, and information provided or made available by Operator (collectively, the "Services").

In addition, use of Services may require use of a mobile application ("App") developed and owned by a provider of technology services (the "Technology Service Provider"). The App is subject to the Technology Services Provider's Terms of Service, which you expressly agreed to when you signed up for the App. You further understand and agree that all personal information that is held by Technology Services Provider and pertains to Riders, including all names, addresses, phone numbers, email addresses, passwords, payment information, and other information will be kept by Technology Services Provider in accordance with its Privacy Policy.

Where Bird Rides, Inc. is the Technology Service Provider, please refer to its Privacy Policy located here: <http://bird.co/privacy>

You should CAREFULLY READ all terms and conditions before entering into this Agreement. Here is a partial list of some of the terms that Operator wants to bring to Your initial attention in the event You are on a smartphone or other device with a small screen. Capitalized terms have the meanings given to them where defined in this Agreement.

THIS AGREEMENT CONTAINS RELEASES, DISCLAIMERS, ASSUMPTION-OF-RISK PROVISIONS, AND A BINDING ARBITRATION AGREEMENT THAT MAY LIMIT YOUR LEGAL RIGHTS AND REMEDIES. FOR MORE DETAILS, PLEASE REFER TO SECTIONS 9 AND 15 BELOW

You must end each ride on the App at the conclusion of the ride. If you fail to do so, You will continue to be charged. The maximum charge for a single trip under such circumstances is \$100 for 24 hours. For more details, please refer to Section 2.3 below.

Upon conclusion of Your ride, the Vehicle must not be parked at a prohibited parking spot, i.e. unauthorized private property, in a locked area, blocking the right of way, or in any other unapproved non-public space.

All applicable laws and regulations (including, without limitation, those applicable to traffic, pedestrians, parking, and charging Vehicles) must be obeyed, including any helmet laws in Your area. See Section 1.7. You must promptly report any damaged or malfunctioning Vehicles to Operator via the App or e-mail. Operator expressly agrees to let, and the Rider expressly agrees to take on, rental of the Vehicle subject to the terms and conditions set out herein. Unless otherwise indicated, all monetary values set forth in this Agreement shall be deemed to be denominated in United States dollars.

1. GENERAL RENTAL AND USE OF VEHICLE.

1.1 Rider is Sole User. Operator and the Rider are the only parties to this Agreement. Except as expressly permitted by Bird under Section 1.17: (a) The Rider is the sole renter and is solely responsible for compliance with all terms and conditions contained herein; (b) You understand that when You activate a Vehicle, the Vehicle must be used only by You; and (c) You must not allow others to use a Vehicle that You have activated.

1.2 Rider is At Least 18 Years Old. Rider represents and certifies that Rider is at least 18 years old.

1.3 Rider is a Competent Vehicle Operator. Rider represents and certifies that he/she is familiar with the operation of the Vehicle, is reasonably competent and physically fit to ride the Vehicle, and has reviewed the safety materials provided by Operator via the App and/or other materials. By choosing to ride a Vehicle, Rider assumes all responsibilities and risks for any injuries or medical conditions. You are responsible for determining whether conditions, including, without limitation, rain, fog, snow, hail, ice, heat or electrical storms, make it dangerous to operate a Vehicle. You are advised to adjust Your riding behavior and braking distance to suit the weather, visibility, surrounding environment, and traffic conditions.

1.4 Vehicle is the Exclusive Property of Operator. Rider agrees that the Vehicle and any Operator equipment attached thereto, at all times, remain the exclusive property of Operator and/or its lessors/licensors. You must not dismantle, write on, or otherwise modify, repair or deface a Vehicle, any part of a Vehicle, or other Operator equipment in any way. You must not write on, peel, or otherwise modify or deface any sticker on a Vehicle in any way. You must not use a Vehicle, or other Operator equipment, for any advertising or other commercial purpose without the express written permission of Operator.

1.5 Vehicle Operating Hours and Vehicle Availability. Rider agrees and acknowledges that the Vehicles may not be available 24 hours a day, 7 days/week, 365 days per year. Vehicles must be rented during operating hours and within the maximum rental time limits set forth below. The number of Vehicles are limited and Vehicle availability is never guaranteed. Rider agrees that Operator may require Rider to return a Vehicle at any time.

1.6 Operating Area. Rider agrees not to use, operate, and/or ride the Vehicle in any no-ride zone or outside permitted service areas, and further agrees not to move or transport the Vehicle except as expressly authorized by Operator.

1.7 Rider Must Follow Laws Regarding Use and/or Operation of Vehicle. Rider agrees to follow all laws pertaining to the use, riding, parking, charging, and/or operation of the Vehicle, including all state and local laws and the rules and regulations pertaining to Vehicles in the area where You are operating the Vehicle, including any helmet laws. Rider also agrees to act with courtesy and respect toward others while using the Services.

1.8 Prohibited Acts. Rider agrees to the following:

Operator recommends against operation of a Vehicle while carrying or holding a briefcase, backpack, bag, or other item that can alter balance, add extra weight, or impair safe operation of the Vehicle. If You choose to use such an item, You do so at your own peril; Operator recommends that You ensure the item fits snugly to Your body or is otherwise secured, and does not impede Your ability to operate the Vehicle safely.

You must not place any objects on the handlebar of the Vehicle, such as backpacks or bags.

While riding a Vehicle, You must not use any cellular telephone, text messaging device, portable music player, or other device that may distract You from operating the Vehicle safely.

You must not operate a Vehicle while under the influence of any alcohol, drugs, medication, or other substance that may impair Your ability to operate a Vehicle safely.

You must not carry a second person or child on a Vehicle.

You may only use locking mechanisms provided by Operator. You may not add another lock to the Vehicle or lock a Vehicle other than in accordance with Operator's instructions.

The Vehicle must not be parked at a prohibited parking spot. The Vehicle cannot be parked on unauthorized private property, in a locked area, blocking the right of way, or in any other unapproved non-public space.

You should not park the Vehicle in heavily trafficked areas if the Vehicle is in danger of being knocked down.

The Vehicle must be parked in a space that is visible, and in an upright position using the kickstand.

1.9 Vehicle is Intended for Only Limited Types of Use. Rider agrees that he/she will not use the Vehicle for racing, mountain riding, or stunt or trick riding. Rider agrees that he/she will not operate and/or use the Vehicle on unpaved roads, through water (beyond normal urban riding), or in any location that is prohibited, illegal, and/or a nuisance to others. Rider agrees that he/she will not use the Vehicle for hire or reward, nor use it in violation of any law, ordinance or regulation.

1.10 Weight and Cargo Limits. You must not exceed the maximum weight limit for the Vehicle.

1.11 No Tampering; No Unauthorized Use. You must not tamper with, attempt to gain unauthorized access to, or otherwise use the Services other than as specified in this Agreement.

1.12 Reporting of Damage or Crashes; Traffic Violations and Enforcement. Rider must report any accident, crash, damage, personal injury traffic violation, or stolen or lost Vehicle or related equipment provided or made available by Operator to Operator as soon as possible. If a crash involves personal injury, property damage, or a stolen Vehicle, Rider shall file a report with the local police department within 24 hours. Rider agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Vehicle or related equipment provided or made available by Operator.

YOUR AUTOMOTIVE INSURANCE POLICIES MAY NOT PROVIDE COVERAGE FOR ACCIDENTS INVOLVING OR DAMAGE TO THIS VEHICLE. TO DETERMINE IF COVERAGE IS PROVIDED, YOU SHOULD CONTACT YOUR AUTOMOTIVE INSURANCE COMPANY OR AGENT. TO THE EXTENT YOU HAVE AUTOMOTIVE OR ANY OTHER INSURANCE THAT WOULD COVER ANY CLAIMS, YOU AGREE THAT SUCH INSURANCE WOULD BE PRIMARY AND NON-CONTRIBUTORY.

Rider agrees that traffic violations and related citations, fines or impound charges are at the risk and expense of the Rider, including in connection with improper or unauthorized parking at the end of the rental period.

Rider agrees and acknowledges that Operator may cooperate with law enforcement to provide any information necessary as they may request or may otherwise be required.

1.13 Rider Responsibility for Vehicle Use and Damage. Rider agrees to return the Vehicle and related equipment provided or made available by Operator to Operator in the same condition in which it was rented. Operator reserves the right to charge You for damage to the Vehicles and related equipment provided or made available by Operator caused by you or others (including any vandalism), water damage, or theft, up to the value of the Vehicle (or any related equipment provided or made available by Operator, if applicable) plus administrative and processing fees. Rider will not be responsible for normal wear and tear incurred in the ordinary use of the Vehicle or related equipment provided or made available by Operator.

1.14 Electric Vehicle. The Vehicle is an electric vehicle that requires periodic charging of its battery in order to operate. Rider agrees to use and operate the Vehicle safely and prudently in light of the Vehicle being an electric vehicle and all of the limitations and requirements associated therewith. Rider understands and agrees with each of the following:

The level of charge power remaining in the Vehicle will decrease with use of the Vehicle (over both time and distance), and that as the level of charge power of the Vehicle decreases, the speed and other operational capabilities of the Vehicle may decrease (or cease in their entirety).

The level of charging power in the Vehicle at the time Rider initiates the rental or operation of the Vehicle is not guaranteed and will vary with each rental use.

The rate of loss of charging power during the use of the Vehicle is not guaranteed and will vary based on the Vehicle, road conditions, weather conditions, and other factors.

It is Rider's responsibility to check the level of charge power in the Vehicle and to ensure that it is adequate before initiating operation of the Vehicle.

The distance and/or time that Rider may operate the Vehicle before it loses charging power is never guaranteed.

The Vehicle may run out of charging power and cease to operate at any time during Rider's rental of the Vehicle, including before reaching Rider's desired destination.

1.15 No Charging of Vehicle. If the Vehicle runs out of charging power during a rental, Rider shall conclude the ride in compliance with all terms of this Agreement.

Rider agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, property or fire or other damages, injuries, costs, and expenses, penalties, attorney's fees, judgments, suits, or disbursements of any kind or nature whatsoever related to Rider charging or attempting to charge the Vehicle. By choosing to charge a Vehicle, Rider assumes full and complete responsibility for all related risks, dangers, and hazards, and Rider agrees that Operator and all other Released Persons (defined below in Section 15) are not responsible for any injury, damage, or cost caused by Rider with respect to any person or property, including the Vehicle itself, directly or indirectly related to the charging of the Vehicle.

1.16 Mobile Device Requirements and Active Internet Connection. Unless otherwise instructed by Operator in writing, to activate Services with the App, You must use a smartphone or any other (mobile) device that meets the technical requirements for and is compatible with the App. Certain functions of the App, such as the possibility to register with the Technology Services Provider, to unlock, rent and end the rental of the Vehicle require that the App has an active network connection. You are responsible for the availability and

costs of Your mobile data communication services. You are also responsible for ensuring that Your mobile device has adequate battery capacity. Neither Operator nor Technology Services Provider shall be responsible if You are unable to unlock, use or end the ride of the Vehicle as a result of lost or interrupted network connection, mobile device malfunction, or depleted battery. You shall remain responsible for and Operator may charge You all costs (including rental fees) incurred until the ride is ended.

1.17 Group Rides. Operator and/or Technology Services Provider may permit You ("Host") to activate multiple Vehicles for rental.

(a) Host obligations. The Host shall be jointly and severally liable for compliance with all terms and conditions of this Rental Agreement by all guest riders ("Guests"), for payment of all and other charges associated with such Vehicles, and for all claims, injuries or other damage caused or suffered by Guests. Host acknowledges and agrees that each Guest shall personally read and agree to this Agreement and the applicable Privacy Policy. In addition, Host shall certify that it has read and agrees to this Agreement and acknowledges its responsibilities and certifies that:

All Guests are 18 years of age or older.

Host assumes full responsibility for damages and injuries caused by Host or Guest(s).

Only one rider will be permitted per Vehicle.

Host will pay for all of the rides using Host's account.

Host agrees to indemnify Operator, Technology Services Provider, and compensate any Guest for any bodily injuries.

Host has provided Guests with the opportunity to review this Agreement on Host's mobile device.

Host agrees to be responsible for parking of all Vehicles; fees incurred as a result of bad parking may be passed onto Host.

(b) Guest Obligations. Prior to riding a Vehicle as a Guest, Guest shall enter its email address in the App and agree to all applicable terms and conditions of this Agreement.

2. PAYMENT AND FEES.

2.1 Fees. Rider may use the Vehicle in accordance with the pricing described in the App, which may include a ride start fee, fees based on distance or time (with time rounded up to the nearest minute), and/or a required minimum fee. Pricing is subject to change. In each case, fees and other charges may include applicable taxes and other local government charges. You will be charged (through credit card, debit card, or another agreed payment method) the amount of the fees as described in this Agreement and the App, including any recurring payment you choose.

Rider agrees that Operator may, in its sole discretion, pay all traffic tickets, costs/fees imposed in respect of violations, impound fees, fines and/or charges related to Rider's actions on Rider's behalf directly to the appropriate authority or applicable party. If Operator is required to pay and/or process such fees or associated costs, Rider agrees that Operator may charge You for the amount paid plus a reasonable administration charge for dealing with these matters; You will be provided notice of any such costs or fees.

Rider acknowledges that Operator may be obligated pursuant to rules, regulations, ordinances or laws of Municipalities or other applicable authorities to charge You fines or fees for Your actions in violation of such rules, regulations, ordinances or laws. Rider agrees that Operator may charge You for these fines or fees as required. You will be provided notice of any such fines or fees charged to You.

In the event Operator uses a third party collection and/or administrative agent to resolve any tickets, damages, infringements of law or of this Agreement, fines and/or penalties, Rider agrees to pay all costs and collection fees including, but not limited to, administrative and legal costs to such agent upon demand without protest.

2.2 Referral and/or Promotional Codes.

Operator may, in its sole discretion, create referral and/or promotional codes ("Promo Codes") that may be used for discounts or credits on Services or other features or benefits provided by Operator, subject to any additional terms that Operator establishes. You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, unless expressly permitted by Operator; (iii) may be disabled by Operator at any time for any reason without liability to Operator; (iv) may only be used pursuant to the specific terms that Operator establishes for such Promo Code (and to the extent applicable, the Technology Services Provider); (v) are not valid for cash; (vi) may be subject to quantity or value limits; and (vii) may expire prior to your use. Operator reserves the right to withhold or deduct credits or other features or benefits obtained through the use of the referral system or Promo Codes by you or any other user in the event that it determines or believes that the use of the referral system or use or redemption of the Promo Code was in error, fraudulent, illegal, or otherwise in violation of this Agreement or specific terms applicable to such Promo Codes.

2.3 Maximum Rental Time and Charges. Rider agrees that Rider will deactivate the Vehicle rental within 24 hours of renting a Vehicle. Rider may then rent again. Rider agrees that he/she is solely responsible for being aware of the length of any elapsed ride time. After return of the Vehicle, Rider will be charged the accumulated rental charges.

Rental time will be calculated from the moment of unlocking the Vehicle through the App until the Rider receives the confirmation through the App that the ride has been ended. If You end the ride incorrectly, this may result in the ride not being terminated. If the ride is not ended properly, the ride will continue and the Rider will continue to be charged. If you have technical issues terminating a ride for any reason, You should report this through the App immediately. Failure to report an issue in terminating a ride may result in continued charges.

Vehicles and related equipment provided or made available by Operator not returned (with the ride concluded) within 48 hours will be considered lost or stolen, and Rider may be charged up to the value of the Vehicle (and related equipment provided or made available by Operator) plus administrative and processing fees. Operator may also charge additional service fees for rentals in excess of 24 hours where the Vehicle is not lost or stolen.

2.4 Valid Payment Method. To be registered to use the Services, Rider must provide a valid credit, debit card or prepaid card number and expiration date or other valid payment method information. Rider represents and warrants to Operator that Rider is authorized to use any credit, debit or prepaid card or other payment method information Rider furnishes to Operator. By providing your payment method, You agree that Operator is authorized (through the Technology Services Provider and/or any third party payment providers) to charge You for your ride and any other fees incurred by Rider under this Agreement, including all applicable governmental and regulatory charges and applicable sales and other taxes.

When you provide a payment method or in accordance with Operator policies, our system will attempt to verify the information you entered. We may do this by processing an authorization hold, which is a standard practice. We do not charge you in connection with this authorization hold. If Your payment method expires and You do not update your information or cancel your account, You authorize us to continue billing, and You will remain responsible for any uncollected amounts. We reserve the right to retry billing all payment method(s) on file after any failed billing attempt. You will remain liable for all such amounts and all costs incurred in connection with the collection of these amounts, including, without limitation, bank overdraft fees, collection agency fees, reasonable attorneys' fees, and arbitration or court costs.

If Rider disputes any charge on Rider's payment method, then Rider must contact Operator within 10 business days from the end of the month with the disputed charge, and provide to Operator all trip information that is necessary to identify the disputed charge, such as the date of the trip and the approximate starting and ending times of the ride associated with the disputed charge. Rider agrees to immediately inform Operator of all changes relating to the payment method.

If You have agreed to make automatic or recurring payments, such payments will continue until You cancel or Your account is terminated. You can cancel by following the instructions on the App. If You cancel, You may use any remaining balance on your account but may not be able to continue using Services until You have reauthorized an applicable payment method. Operator may continue to charge your payment method for any additional fees or charges incurred under this Agreement.

2.5 Pick Up Fees. If You are unable to return a Vehicle to a valid area (i.e. You deactivate the Vehicle on private property, a locked community, or another unreachable area), and request that the Vehicle be picked up by Operator staff, Operator, at its sole discretion, may charge You a pick-up fee. If any Vehicle accessed under Your account is abandoned without notice, You will be responsible for all trip fees until the Vehicle is recovered and deactivated, plus a service charge to recover the Vehicle. Fees are subject to change.

3. ADDITIONAL TERMS OF USE.

3.1 Safety Check. Before each use of a Vehicle, Rider shall conduct a basic safety inspection of the Vehicle, which includes inspecting the following: (i) trueness of the wheels; (ii) safe operation of the throttle, all brakes and lights; (iii) good condition of the frame; (iv) sufficient battery charge power; and (v) any sign of damage, unusual or excessive wear, or other open and obvious mechanical problem/maintenance need. Rider agrees not to ride the Vehicle if there are any noticeable issues, and to immediately notify customer service to alert Operator of any problems.

3.2 Lost or Stolen Vehicle. A Vehicle (or any related equipment provided or made available by Operator) may be deemed lost or stolen if (a) the Vehicle or such related equipment is not returned within 24 consecutive hours, (b) the Vehicle's GPS unit is disabled, (c) the Vehicle is parked on unauthorized private property, in a locked area, or in any other non-public space for more than ten minutes after a ride ends, (d) the Vehicle moves more than thirty feet after a rental has ended and Operator believes such movement was not caused by another Rider or authorized third party, or (e) other facts and circumstances that suggest to Operator in its reasonable, good faith determination that a Vehicle or related equipment has been lost or stolen. Operator and You agree that the last Rider of a Vehicle shall be responsible for a lost or stolen Vehicle or related equipment unless facts and circumstances suggest otherwise to Operator in its reasonable, good faith determination. If Operator deems a Vehicle or related equipment lost or stolen, Operator shall have the authority to take any and all actions it deems appropriate (with respect to the last

Rider of a Vehicle or otherwise), including (without limitation) obtaining restitution and other appropriate compensation and damages and filing a police report with local authorities. Rider agrees the data generated by Operator's systems (including those provided by Technology Services Provider) is conclusive evidence of the period of use of a Vehicle or related equipment by a Rider. Rider agrees to report Vehicle or related equipment disappearance or theft to Operator immediately or as soon as possible.

3.3 Helmets; Safety. Riders shall comply with all applicable helmet laws and regulations. Operator recommends that all Riders wear a helmet meeting appropriate standards (Snell, CPSC, ANSI or ASTM approved, or meeting Federal Motor Vehicle Safety Standard No. 218 (49 C.F.R. Sec. 571.218), as applicable) that has been properly sized, fitted and fastened according to the manufacturer's instructions. Operator and all other Released Persons (defined below in Section 15) do not represent or warrant the quality or safety characteristics of any helmet, and Rider agrees that none of the Released Persons is liable for any injury suffered by Rider while using any of the Services, whether or not Rider is wearing a helmet at the time of injury. Rider assumes all risk of not wearing a helmet or other protective gear. Rider may need to take additional safety measures or precautions not specifically addressed in this Agreement.

3.4 Vehicle Routes. Rider agrees that Operator does not provide or maintain places to ride Vehicles, and that Operator does not guarantee that there will always be a safe place to ride a Vehicle. Roads, sidewalks, vehicle lanes, and vehicle routes may become dangerous due to weather, traffic, or other hazards.

3.5 Limitations on Vehicle Rental. Rider agrees that Operator is not a common carrier. Alternative means of public and private transportation are available to the general public and to Rider individually, including public buses and rail service, taxis, and pedestrian paths. Operator provides Vehicles only as a convenience, and such rental availability is intended to be used only by those persons who are able and qualified to operate a Vehicle on their own and who have agreed to all terms and conditions of this Agreement.

4. Termination. At any time and from time to time, and without Rider's consent, Operator may unilaterally terminate Rider's right to use the Services, in Operator's sole discretion and without any notice or cause. Rider may terminate Rider's use of the Services at any time; provided, however, that (i) no refund will be provided by Operator, (ii) the term of this Agreement continues in accordance with this Agreement, and (iii) Rider may still be charged any applicable additional fees in accordance with this Agreement. This Agreement remains in full force and effect, in accordance with its terms and conditions, after any termination of Rider's right to use any of the Services, regardless of how the Agreement is terminated.

5. Confidentiality of Information; Privacy Policies. You understand and agree that all personal information that is held by Operator (or shared with Operator by Technology Services Provider in accordance with its Privacy Policy) and that pertains to Riders, including all names, addresses, phone numbers, email addresses, passwords, payment information, and other information, will be kept by Operator in accordance with its privacy policy.

6. License to Image and Likeness. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, You do hereby knowingly, voluntarily, and irrevocably: (1) give Your full and unconditional consent to Operator and its affiliates, successors, and assigns to use at any time and from time to time, without any restriction, Your appearance and voice in photographs, videos, and other recordings related to Your use of the Services, on all websites and for all press, promotional, advertising, publicity, and other commercial purposes, including all formats and media, whether now known or hereafter

devised, throughout the world and in perpetuity; (2) grant to Operator and its affiliates, successors, and assigns (a) the right to photograph, videotape, and otherwise record Your appearance and voice related to Your use of the Services, at any time and from time to time, (b) all rights, copyrights, title, and interests in the results of such photographs, videos, and other recordings, as a work for hire for copyright purposes, and (c) the right to use, reproduce, exhibit, distribute, transmit, alter, and exploit, at any time and from time to time and as Operator may decide in its sole discretion, such photographs, videos, and other recordings, or any component thereof, and all related merchandising, promotions, advertising, and publicity; and (3) waive, release, and discharge all Released Persons from all Claims (defined below in Section 15) that You have or may have for any libel, defamation, invasion of privacy, right of publicity, infringement of copyright, or violation of any right granted by You in this paragraph.

7. Notice. Operator may be contacted by emailing hello@bird.co or by mail at 8605 Santa Monica Blvd, PMB 20388, West Hollywood, CA 90069-4109.

8. Choice of Law; Dispute Resolution. Except as set forth in this paragraph 8 and paragraph 9, this Agreement is governed by, and must be construed and enforced in accordance with, the laws of the State of California, excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts of the State of California and agrees that those courts have personal jurisdiction over each party; (iii) venue must be in Los Angeles, California. Interpretation and enforcement of paragraph 9, including Sections 9.1 to 9.7, shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq with respect to interpretation and enforcement of all provisions of this Agreement pertaining to arbitration.

9. Binding Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

9.1 Initial Dispute Resolution. Rider Support is available via the App to address any concerns you may have regarding your use of a Vehicle and/or this Agreement. The parties shall use their best efforts through this support process to settle any dispute, claim, question, or disagreement and engage in good faith negotiations which shall be a condition to either party initiating mediation, arbitration, or a lawsuit.

9.2 Binding Arbitration

If the parties do not reach an agreed upon solution through the support process, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to use and rental of a Vehicle, this Agreement, and the parties' relationship with each other shall be finally settled by binding arbitration. The substantive law of the State of California shall govern the underlying dispute, but the Federal Arbitration Act, 9 U.S.C. § 1 et seq., shall govern the interpretation and enforcement of all provisions of this Agreement pertaining to arbitration (Sections 9.1 to 9.9). The arbitration shall be administered by JAMS, or alternatively a mutually agreed upon arbitrator or arbitration service, under the applicable rules for JAMS or the mutually agreed upon arbitration service, excluding any rules or procedures governing or permitting class actions. In the case of arbitrations administered by JAMS, applicable rules include the JAMS Comprehensive Arbitration Rules &

Procedures <https://www.jamsadr.com/rules-comprehensive-arbitration/> and JAMS Arbitration Discovery Protocols <https://www.jamsadr.com/arbitration-discovery-protocols/>. In addition to the foregoing, the following procedures shall govern the arbitration, unless any of these procedures are determined by the arbitrator to be inconsistent with the applicable rules of the agreed upon arbitration service or the fair administration of the arbitration:

Each party may take one deposition of an opposing party or of one individual under the control of the opposing party. No additional depositions of percipient witnesses shall be permitted unless agreed to by the parties.

Written discovery requests shall be limited to 15 interrogatories and 15 requests for production per side unless otherwise agreed by the parties.

The parties shall maintain the confidential nature of the arbitration proceeding and any award, including any hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law. To preserve this confidentiality and to protect trade secrets and other potentially sensitive commercial or personal information or documents, the arbitrator shall enter an appropriate protective order upon the request of either party.

The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

For any dispute arising out of or relating to this Agreement, the prevailing party is entitled to recover its costs, expenses, and reasonable attorneys' fees and costs (whether incurred at mediation, arbitration trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled. The parties also understand that an arbitrator's ruling that a party was less than 50% at fault constitutes a finding that such party is the prevailing party.

Parties that fail to submit to arbitration in accordance with the terms of this Section 9 agree to pay any reasonable attorneys' fees and/or costs associated with the other party compelling arbitration, including, but not limited to, motions or counter-claims for breach of contract. The parties agree that where one party pays for arbitration fees/costs, those amounts shall not be disclosed to the other party until after the arbitration has completed.

To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Operator will pay the additional cost. The arbitration rules also permit you to recover attorney's fees in certain cases. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

9.3 Location. The arbitration will take place in Los Angeles, California or a mutually agreed upon location.

9.4 Class Action Waiver. The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly

waive their right to file a class action or seek relief on a class basis. YOU AND OPERATOR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

9.5 Litigation of Intellectual Property and Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

9.6 Right to Opt Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the following address: Bird Rides, Inc., 8605 Santa Monica Blvd, PMB 20388, West Hollywood, CA 90069-4109. The notice must be sent within 30 days of your first use of the Service, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. Exercising your right to opt out shall not affect the enforceability of any arbitration provisions in previous versions of this Agreement from which you did not opt out. If you opt-out of these arbitration provisions, Operator also will not be bound by them.

9.7 Third Party Beneficiary – Municipalities / Entities Requiring Permit Any Municipality or government or entity authorizing use of Service through permit or license or other legally applicable method is an intended third party beneficiary of this Arbitration and Class Action Waiver provision (Sections 9.1-9.9).

9.8 Third Party Beneficiary – Manufacturer/Distributor Any manufacturer, seller, reseller, supplier, or distributor of Vehicles utilized by Bird or its affiliates in connection with or related to the Services is an intended third party beneficiary of this Arbitration and Class Action Waiver provision (Sections 9.1-9.9).

9.9 Changes to this Section

Operator will provide prior written notice of any changes to this section. Changes will become effective only after prior written notice and will apply prospectively only to any claims arising after the notice period.

For any dispute not subject to arbitration you and Operator agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in Los Angeles, California. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

10. Waiver and Severability. No waiver of any breach of any provision of this Agreement is a waiver of any other breach or of any other provision of this Agreement. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

11. Cumulative Remedies. All rights and remedies granted under or referred to in this Agreement are cumulative and nonexclusive, and resort to one does not preclude the availability or applicability of another or to any other right or remedy provided by law.

12. Final Agreement; Modification by Operator. This Agreement contains the complete, final, and exclusive integrated agreement between the parties with respect to its subject matter. This Agreement supersedes all other prior agreements, written or oral, relating to such subject matter. Except for Section 9, providing for binding arbitration and waiver of class action rights, Operator reserves the right, at its sole discretion, to modify or replace this Agreement at any time. The most current version of this Agreement will be posted on Operator's website. You shall be responsible for reviewing and becoming familiar with any such modifications. If a revision to this Agreement, in Operator's sole discretion, is material, Operator will notify you by contacting you through the email address associated with your account or via the App. Use of the Services by you after any modification to this Agreement constitutes your acceptance of this Agreement as modified. Pricing terms set forth on the Website or App supersedes all pricing set forth in this Agreement.

13. Contract Interpretation. The headings in this Agreement do not affect the interpretation of this Agreement. "Or" is not to be exclusive in its meaning. "Including" means "including, but not limited to." Unless the context otherwise requires, words in the singular number or in the plural number shall each include the singular number or the plural number. All pronouns include the masculine, feminine, and neuter pronoun forms.

14. Voluntary Execution of this Agreement. This Agreement is entered into voluntarily, with consideration, and without any duress or undue influence on the part or behalf of Operator. Rider acknowledges that he/she (a) has read this Agreement; (b) understands the terms and consequences of this Agreement, including the releases it contains; and (c) is fully aware of the legal and binding effect of this Agreement.

15. RELEASES; DISCLAIMERS; ASSUMPTION OF RISK.

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

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

to (a) any of the Services, including any of the Vehicles, placement, equipment, maintenance, related information, App, this Agreement or (b) Rider's use of any of the foregoing.

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

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

vehicles and other objects;

pedestrians;

traffic;

Vehicle or component malfunction;

road conditions;

weather conditions;

automated reductions in vehicle speed in "no-ride" or "low-speed" zones to 0 mph or slow speeds as designated by local authorities or requested by local businesses;

failure to follow applicable laws regarding use and/or operation of the Vehicle pursuant to Section 1.7;

commission of any of the prohibited acts listed in Section 1.8;

failure to perform the required safety check pursuant to Section 3.1;

failure to wear a helmet where required by law; and

negligent acts or omissions by Operator, any other Released Person, Rider, or third party.

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

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

Addendum for Personal Rental Program

The following terms apply with respect to the rental of Vehicles under the Personal Rental Program ("Personal Rentals"). With respect to Personal Rentals, the terms of this Addendum shall take priority over any inconsistent or contradictory terms in the Agreement. All other terms of the Agreement shall apply. General. Under the Personal Rentals program, Operator may rent a Vehicle to You for Your personal use on an extended basis, such as on a weekly or monthly basis. Except as specified in this Addendum, You are responsible for the rented Vehicle during the entire Personal Rentals period, including safeguarding the Vehicle at all times, storing the Vehicle securely overnight and when not in use, and ensuring the Vehicle has adequate charge for Your use. As a Personal Rental, the Vehicle shall not be available for rent by other Riders. In addition, you may not use the Vehicle for commercial purposes without Operator's consent.

Availability. The Personal Rentals program may only be available in select markets and for select time periods, in Operator's discretion. Operator may suspend or terminate the program at any time.

Delivery & Pick-Up. The rented Vehicle will be delivered at a permissible designated location on an available delivery date that You request, subject to availability and weather conditions. For Vehicle pick-up, You must place the Vehicle at a permissible designated location during available pick-up dates in accordance with instructions provided to You. Upon return of the Vehicle, You will also be required to return any provided equipment such as power cords and locks. You shall be responsible for all costs associated with failure to return a Vehicle at the scheduled date and time and in the same condition it was delivered to you (ordinary wear and tear excepted), and for any failure to return all other equipment provided to you.

Damage to Vehicles. In addition to Your potential responsibility for damage to Vehicles and related equipment provided or made available by Operator in accordance with 1.13: You should report any damage, malfunction or other functional impairment of the Vehicle through the App. Operator will review the information you provide and may request additional information. After review, Operator may, in its discretion, offer to swap the Vehicle for another Vehicle or request return of the Vehicle, in which case it will schedule an appropriate drop-off & delivery time with You.

Charging the Vehicle. Notwithstanding Section 1.15, you are responsible for charging the Vehicle using a charging cord approved by Operator to ensure the Vehicle has adequate battery capacity for your intended use.

Do not charge the vehicle when wet. If the vehicle becomes submerged in water or there is any risk of water intrusion into the battery, do not ride or charge the vehicle – report to Operator immediately.

The following provision of Section 1.15 remains in effect:

Rider agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, property or fire or other damages, injuries, costs, and expenses, penalties, attorney's fees, judgments, suits, or disbursements of any kind or nature whatsoever related to Rider charging or attempting to charge the Vehicle. By choosing to charge a Vehicle, Rider assumes full and complete responsibility for all related risks, dangers, and hazards, and Rider agrees that Operator and all other Released Persons (defined below in Section 15) are not responsible for any injury, damage, or cost caused by Rider with respect to any person or property, including the Vehicle itself, directly or indirectly related to the charging of the Vehicle.

Fees. Fees for Personal Rentals shall be as specified in the App and are non-refundable. Fees will be charged beginning on the date the Vehicle is delivered. Fees may continue on a recurring basis until cancelled or otherwise terminated.

Maximum Rental Time. Section 2.3 of the Agreement shall not apply to Personal Rentals.

Lost or Stolen Vehicle. Section 3.2 is hereby replaced with this paragraph. A Vehicle may be deemed lost or stolen if (a) the Vehicle is not returned upon the expiration of the Personal Rentals term; or (b) Operator otherwise has reasonable basis to believe the Vehicle may be lost or stolen. If Operator deems a Vehicle lost or stolen, Operator shall have the authority to take any and all actions it deems appropriate, including (without limitation) obtaining restitution and other appropriate compensation and damages and filing a police report with local authorities. Rider agrees to report Vehicle disappearance or theft to Operator immediately or as soon as possible.

FOR CALIFORNIA RIDERS:

PROPOSITION 65 NOTICE

 **WARNING:** This product can expose you to chemicals including chromium, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to: <http://www.p65warnings.ca.gov>.

RIDER ACCEPTANCE OF AGREEMENT

I certify that I have read and expressly agree to the terms and conditions of Section 15 Releases; Disclaimers; Assumption of Risk, and I acknowledge that this section limits my legal rights and remedies. I intend my assent to this Agreement to be a complete and unconditional release of all liability to the greatest extent permitted by law. I represent and certify that I am familiar with the operation of the Vehicle, and am reasonably competent and physically fit to ride the Vehicle.

I certify that I am the Rider, I am 18 years old or over, I will wear a helmet where required by law, I will not ride a Vehicle with another occupant, I will obey all traffic laws, I will ride at my own risk, and I have read and expressly agree to the terms and conditions set forth in this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICE.

In consideration of Your use of any of the Services (defined below) provided by Operator (defined below), Operator requires that You ("Rider," "You," or "Your") (acting for all of Rider's family, heirs, agents, affiliates, representatives, successors, and assigns) agree to all terms and conditions in this Rental Agreement, Waiver of Liability and Release ("Agreement").

For purposes hereof, "Operator" shall mean Bird Rides, Inc. d/b/a Bird, or the applicable Bird subsidiary providing the Services, e.g., Scoot Rides, Inc.

The services provided by Operator include, among other things, (1) the rental and/or use of the electric vehicles it operates (whether owned or leased) ("Vehicle" or "Vehicles"), and (2) all other related equipment, support, services, and information provided or made available by Operator (collectively, the "Services").

In addition, use of Services may require use of a mobile application ("App") developed and owned by a provider of technology services (the "Technology Service Provider"). The App is subject to the Technology Services Provider's Terms of Service, which you expressly agreed to when you signed up for the App. You further understand and agree that all personal information that is held by Technology Services Provider and pertains to Riders, including all names, addresses, phone numbers, email addresses, passwords, payment information, and other information will be kept by Technology Services Provider in accordance with its Privacy Policy.

Where Bird Rides, Inc. is the Technology Service Provider, please refer to its Privacy Policy located here: <http://bird.co/privacy>

You should CAREFULLY READ all terms and conditions before entering into this Agreement. Here is a partial list of some of the terms that Operator wants to bring to Your initial attention in the event You are on a smartphone or other device with a small screen. Capitalized terms have the meanings given to them where defined in this Agreement.

THIS AGREEMENT CONTAINS RELEASES, DISCLAIMERS, ASSUMPTION-OF-RISK PROVISIONS, AND A BINDING ARBITRATION AGREEMENT THAT MAY LIMIT YOUR LEGAL RIGHTS AND REMEDIES. FOR MORE DETAILS, PLEASE REFER TO SECTIONS 9 AND 15 BELOW

You must end each ride on the App at the conclusion of the ride. If you fail to do so, You will continue to be charged. The maximum charge for a single trip under such circumstances is \$100 for 24 hours. For more details, please refer to Section 2.3 below.

Upon conclusion of Your ride, the Vehicle must not be parked at a prohibited parking spot, i.e. unauthorized private property, in a locked area, blocking the right of way, or in any other unapproved non-public space. All applicable laws and regulations (including, without limitation, those applicable to traffic, pedestrians, parking, and charging Vehicles) must be obeyed, including any helmet laws in Your area. See Section 1.7. You must promptly report any damaged or malfunctioning Vehicles to Operator via the App or e-mail. Operator expressly agrees to let, and the Rider expressly agrees to take on, rental of the Vehicle subject to the terms and conditions set out herein. Unless otherwise indicated, all monetary values set forth in this Agreement shall be deemed to be denominated in United States dollars.

1. GENERAL RENTAL AND USE OF VEHICLE.

1.1 Rider is Sole User. Operator and the Rider are the only parties to this Agreement. Except as expressly permitted by Bird under Section 1.17: (a) The Rider is the sole renter and is solely responsible for compliance with all terms and conditions contained herein; (b) You understand that when You activate a Vehicle, the Vehicle must be used only by You; and (c) You must not allow others to use a Vehicle that You have activated.

1.2 Rider is At Least 18 Years Old. Rider represents and certifies that Rider is at least 18 years old.

1.3 Rider is a Competent Vehicle Operator. Rider represents and certifies that he/she is familiar with the operation of the Vehicle, is reasonably competent and physically fit to ride the Vehicle, and has reviewed the safety materials provided by Operator via the App and/or other materials. By choosing to ride a Vehicle, Rider assumes all responsibilities and risks for any injuries or medical conditions. You are responsible for determining whether conditions, including, without limitation, rain, fog, snow, hail, ice, heat or electrical storms, make it dangerous to operate a Vehicle. You are advised to adjust Your riding behavior and braking distance to suit the weather, visibility, surrounding environment, and traffic conditions.

1.4 Vehicle is the Exclusive Property of Operator. Rider agrees that the Vehicle and any Operator equipment attached thereto, at all times, remain the exclusive property of Operator and/or its lessors/licensors. You must not dismantle, write on, or otherwise modify, repair or deface a Vehicle, any part of a Vehicle, or other Operator equipment in any way. You must not write on, peel, or otherwise modify or deface any sticker on a Vehicle in any way. You must not use a Vehicle, or other Operator equipment, for any advertising or other commercial purpose without the express written permission of Operator.

1.5 Vehicle Operating Hours and Vehicle Availability. Rider agrees and acknowledges that the Vehicles may not be available 24 hours a day, 7 days/week, 365 days per year. Vehicles must be rented during operating hours and within the maximum rental time limits set forth below. The number of Vehicles are limited and Vehicle availability is never guaranteed. Rider agrees that Operator may require Rider to return a Vehicle at any time.

1.6 Operating Area. Rider agrees not to use, operate, and/or ride the Vehicle in any no-ride zone or outside permitted service areas, and further agrees not to move or transport the Vehicle except as expressly authorized by Operator.

1.7 Rider Must Follow Laws Regarding Use and/or Operation of Vehicle. Rider agrees to follow all laws pertaining to the use, riding, parking, charging, and/or operation of the Vehicle, including all state and local laws and the rules and regulations pertaining to Vehicles in the area where You are operating the Vehicle, including any helmet laws. Rider also agrees to act with courtesy and respect toward others while using the Services.

1.8 Prohibited Acts. Rider agrees to the following:

Operator recommends against operation of a Vehicle while carrying or holding a briefcase, backpack, bag, or other item that can alter balance, add extra weight, or impair safe operation of the Vehicle. If You choose to use such an item, You do so at your own peril; Operator recommends that You ensure the item fits snugly to Your body or is otherwise secured, and does not impede Your ability to operate the Vehicle safely.

You must not place any objects on the handlebar of the Vehicle, such as backpacks or bags.

While riding a Vehicle, You must not use any cellular telephone, text messaging device, portable music player, or other device that may distract You from operating the Vehicle safely.

You must not operate a Vehicle while under the influence of any alcohol, drugs, medication, or other substance that may impair Your ability to operate a Vehicle safely.

You must not carry a second person or child on a Vehicle.

You may only use locking mechanisms provided by Operator. You may not add another lock to the Vehicle or lock a Vehicle other than in accordance with Operator's instructions.

The Vehicle must not be parked at a prohibited parking spot. The Vehicle cannot be parked on unauthorized private property, in a locked area, blocking the right of way, or in any other unapproved non-public space.

You should not park the Vehicle in heavily trafficked areas if the Vehicle is in danger of being knocked down.

The Vehicle must be parked in a space that is visible, and in an upright position using the kickstand.

1.9 Vehicle is Intended for Only Limited Types of Use. Rider agrees that he/she will not use the Vehicle for racing, mountain riding, or stunt or trick riding. Rider agrees that he/she will not operate and/or use the Vehicle on unpaved roads, through water (beyond normal urban riding), or in any location that is prohibited, illegal, and/or a nuisance to others. Rider agrees that he/she will not use the Vehicle for hire or reward, nor use it in violation of any law, ordinance or regulation.

1.10 Weight and Cargo Limits. You must not exceed the maximum weight limit for the Vehicle.

1.11 No Tampering; No Unauthorized Use. You must not tamper with, attempt to gain unauthorized access to, or otherwise use the Services other than as specified in this Agreement.

1.12 Reporting of Damage or Crashes; Traffic Violations and Enforcement. Rider must report any accident, crash, damage, personal injury traffic violation, or stolen or lost Vehicle to Operator as soon as possible. If a crash involves personal injury, property damage, or a stolen Vehicle, Rider shall file a report with the local police department within 24 hours. Rider agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Vehicle.

YOUR AUTOMOTIVE INSURANCE POLICIES MAY NOT PROVIDE COVERAGE FOR ACCIDENTS INVOLVING OR DAMAGE TO THIS VEHICLE. TO DETERMINE IF COVERAGE IS PROVIDED, YOU SHOULD CONTACT YOUR AUTOMOTIVE INSURANCE COMPANY OR AGENT. TO THE EXTENT YOU HAVE AUTOMOTIVE OR

ANY OTHER INSURANCE THAT WOULD COVER ANY CLAIMS, YOU AGREE THAT SUCH INSURANCE WOULD BE PRIMARY AND NON-CONTRIBUTORY.

Rider agrees that traffic violations and related citations, fines or impound charges are at the risk and expense of the Rider, including in connection with improper or unauthorized parking at the end of the rental period.

Rider agrees and acknowledges that Operator may cooperate with law enforcement to provide any information necessary as they may request or may otherwise be required.

1.13 Rider Responsibility for Vehicle Use and Damage. Rider agrees to return the Vehicle to Operator in the same condition in which it was rented. Operator reserves the right to charge You for damage to the Vehicles caused by you or others (including any vandalism), water damage, or theft, up to the value of the Vehicle plus administrative and processing fees. Rider will not be responsible for normal wear and tear incurred in the ordinary use of the Vehicle.

1.14 Electric Vehicle. The Vehicle is an electric vehicle that requires periodic charging of its battery in order to operate. Rider agrees to use and operate the Vehicle safely and prudently in light of the Vehicle being an electric vehicle and all of the limitations and requirements associated therewith. Rider understands and agrees with each of the following:

The level of charge power remaining in the Vehicle will decrease with use of the Vehicle (over both time and distance), and that as the level of charge power of the Vehicle decreases, the speed and other operational capabilities of the Vehicle may decrease (or cease in their entirety).

The level of charging power in the Vehicle at the time Rider initiates the rental or operation of the Vehicle is not guaranteed and will vary with each rental use.

The rate of loss of charging power during the use of the Vehicle is not guaranteed and will vary based on the Vehicle, road conditions, weather conditions, and other factors.

It is Rider's responsibility to check the level of charge power in the Vehicle and to ensure that it is adequate before initiating operation of the Vehicle.

The distance and/or time that Rider may operate the Vehicle before it loses charging power is never guaranteed.

The Vehicle may run out of charging power and cease to operate at any time during Rider's rental of the Vehicle, including before reaching Rider's desired destination.

1.15 No Charging of Vehicle. If the Vehicle runs out of charging power during a rental, Rider shall conclude the ride in compliance with all terms of this Agreement.

Rider agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, property or fire or other damages, injuries, costs, and expenses, penalties, attorney's fees, judgments, suits, or disbursements of any kind or nature whatsoever related to Rider charging or attempting to charge the Vehicle. By choosing to charge a Vehicle, Rider assumes full and complete responsibility for all related risks, dangers, and hazards, and Rider agrees that Operator and all other Released Persons (defined below in Section 15) are not responsible for any injury, damage, or cost caused by Rider with respect to any person or property, including the Vehicle itself, directly or indirectly related to the charging of the Vehicle.

1.16 Mobile Device Requirements and Active Internet Connection. Unless otherwise instructed by Operator in writing, to activate Services with the App, You must use a smartphone or any other (mobile) device that

meets the technical requirements for and is compatible with the App. Certain functions of the App, such as the possibility to register with the Technology Services Provider, to unlock, rent and end the rental of the Vehicle require that the App has an active network connection. You are responsible for the availability and costs of Your mobile data communication services. You are also responsible for ensuring that Your mobile device has adequate battery capacity. Neither Operator nor Technology Services Provider shall be responsible if You are unable to unlock, use or end the ride of the Vehicle as a result of lost or interrupted network connection, mobile device malfunction, or depleted battery. You shall remain responsible for and Operator may charge You all costs (including rental fees) incurred until the ride is ended.

1.17 Group Rides. Operator and/or Technology Services Provider may permit You ("Host") to activate multiple Vehicles for rental.

(a) Host obligations. The Host shall be jointly and severally liable for compliance with all terms and conditions of this Rental Agreement by all guest riders ("Guests"), for payment of all and other charges associated with such Vehicles, and for all claims, injuries or other damage caused or suffered by Guests. Host acknowledges and agrees that each Guest shall personally read and agree to this Agreement and the applicable Privacy Policy. In addition, Host shall certify that it has read and agrees to this Agreement and acknowledges its responsibilities and certifies that:

All Guests are 18 years of age or older

Host assumes full responsibility for damages and injuries caused by Host or Guest(s)

One rider per Vehicle

Host will pay for all of the rides using its account

Host agrees to indemnify Operator, Technology Services Provider, and compensate any Guest for any bodily injuries

Host has provided Guests with the opportunity to review this Agreement on its mobile device.

Host agrees to be responsible for parking of all Vehicles; fees incurred as a result of bad parking may be passed onto Host.

(b) Guest Obligations. Prior to riding a Vehicle as a Guest, Guest shall enter its email address in the App and agree to all applicable terms and conditions of this Agreement.

2. PAYMENT AND FEES.

2.1 Fees. Rider may use the Vehicle in accordance with the pricing described in the App, which may include a ride start fee, fees based on distance or time (with time rounded up to the nearest minute), and/or a required minimum fee. Pricing is subject to change. In each case, fees and other charges may include applicable taxes and other local government charges. You will be charged (through credit card, debit card, or another agreed payment method) the amount of the fees as described in this Agreement and the App, including any recurring payment you choose.

Rider agrees that Operator may, in its sole discretion, pay all traffic tickets, impound fees, fines and/or charges on Rider's behalf directly to the appropriate authority or applicable party. If Operator is required to pay and/or process such fees or associated costs, Rider agrees that Operator may charge You for the amount paid plus a reasonable administration charge for dealing with these matters; You will be provided notice of any such costs or fees.

In the event Operator uses a third party collection and/or administrative agent to resolve any tickets, damages, infringements of law or of this Agreement, fines and/or penalties, Rider agrees to pay all costs and collection fees including, but not limited to, administrative and legal costs to such agent upon demand without protest.

2.2 Referral and/or Promotional Codes.

Operator may, in its sole discretion, create referral and/or promotional codes ("Promo Codes") that may be used for discounts or credits on Services or other features or benefits provided by Operator, subject to any additional terms that Operator establishes. You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, unless expressly permitted by Operator; (iii) may be disabled by Operator at any time for any reason without liability to Operator; (iv) may only be used pursuant to the specific terms that Operator establishes for such Promo Code (and to the extent applicable, the Technology Services Provider); (v) are not valid for cash; (vi) may be subject to quantity or value limits; and (vii) may expire prior to your use. Operator reserves the right to withhold or deduct credits or other features or benefits obtained through the use of the referral system or Promo Codes by you or any other user in the event that it determines or believes that the use of the referral system or use or redemption of the Promo Code was in error, fraudulent, illegal, or otherwise in violation of this Agreement or specific terms applicable to such Promo Codes.

2.3 Maximum Rental Time and Charges. Rider agrees that Rider will deactivate the Vehicle rental within 24 hours of renting a Vehicle. Rider may then rent again. Rider agrees that he/she is solely responsible for being aware of the length of any elapsed ride time. After return of the Vehicle, Rider will be charged the accumulated rental charges.

Rental time will be calculated from the moment of unlocking the Vehicle through the App until the Rider receives the confirmation through the App that the ride has been ended. If You end the ride incorrectly, this may result in the ride not being terminated. If the ride is not ended properly, the ride will continue and the Rider will continue to be charged. If you have technical issues terminating a ride for any reason, You should report this through the App immediately. Failure to report an issue in terminating a ride may result in continued charges.

Vehicles not returned (with the ride concluded) within 48 hours will be considered lost or stolen, and Rider may be charged up to the value of the Vehicle plus administrative and processing fees. Operator may also charge additional service fees for rentals in excess of 24 hours where the Vehicle is not lost or stolen.

2.4 Valid Payment Method. To be registered to use the Services, Rider must provide a valid credit, debit card or prepaid card number and expiration date or other valid payment method information. Rider represents and warrants to Operator that Rider is authorized to use any credit, debit or prepaid card or other payment method information Rider furnishes to Operator. By providing your payment method, You agree that Operator is authorized (through the Technology Services Provider and/or any third party payment providers) to charge You for your ride and any other fees incurred by Rider under this Agreement, including all applicable governmental and regulatory charges and applicable sales and other taxes.

When you provide a payment method or in accordance with Operator policies, our system will attempt to verify the information you entered. We may do this by processing an authorization hold, which is a standard practice. We do not charge you in connection with this authorization hold. If Your payment method expires

and You do not update your information or cancel your account, You authorize us to continue billing, and You will remain responsible for any uncollected amounts. We reserve the right to retry billing all payment method(s) on file after any failed billing attempt. You will remain liable for all such amounts and all costs incurred in connection with the collection of these amounts, including, without limitation, bank overdraft fees, collection agency fees, reasonable attorneys' fees, and arbitration or court costs.

If Rider disputes any charge on Rider's payment method, then Rider must contact Operator within 10 business days from the end of the month with the disputed charge, and provide to Operator all trip information that is necessary to identify the disputed charge, such as the date of the trip and the approximate starting and ending times of the ride associated with the disputed charge. Rider agrees to immediately inform Operator of all changes relating to the payment method.

If You have agreed to make automatic or recurring payments, such payments will continue until You cancel or Your account is terminated. You can cancel by following the instructions on the App. If You cancel, You may use any remaining balance on your account but may not be able to continue using Services until You have reauthorized an applicable payment method. Operator may continue to charge your payment method for any additional fees or charges incurred under this Agreement.

2.5 Pick Up Fees. If You are unable to return a Vehicle to a valid area (i.e. You deactivate the Vehicle on private property, a locked community, or another unreachable area), and request that the Vehicle be picked up by Operator staff, Operator, at its sole discretion, may charge You a pick-up fee. If any Vehicle accessed under Your account is abandoned without notice, You will be responsible for all trip fees until the Vehicle is recovered and deactivated, plus a service charge to recover the Vehicle. Fees are subject to change.

3. ADDITIONAL TERMS OF USE.

3.1 Safety Check. Before each use of a Vehicle, Rider shall conduct a basic safety inspection of the Vehicle, which includes inspecting the following: (i) trueness of the wheels; (ii) safe operation of the throttle, all brakes and lights; (iii) good condition of the frame; (iv) sufficient battery charge power; and (iv) any sign of damage, unusual or excessive wear, or other open and obvious mechanical problem/maintenance need. Rider agrees not to ride the Vehicle if there are any noticeable issues, and to immediately notify customer service to alert Operator of any problems.

3.2 Lost or Stolen Vehicle. A Vehicle may be deemed lost or stolen if (a) the Vehicle is not returned within 24 consecutive hours, (b) the Vehicle's GPS unit is disabled, (c) the Vehicle is parked on unauthorized private property, in a locked area, or in any other non-public space for more than ten minutes after a ride ends, (d) the Vehicle moves more than thirty feet after a rental has ended and Operator believes such movement was not caused by another Rider or authorized third party, or (e) other facts and circumstances that suggest to Operator in its reasonable, good faith determination that a Vehicle has been lost or stolen. Operator and You agree that the last Rider of a Vehicle shall be responsible for a lost or stolen Vehicle unless facts and circumstances suggest otherwise to Operator in its reasonable, good faith determination. If Operator deems a Vehicle lost or stolen, Operator shall have the authority to take any and all actions it deems appropriate (with respect to the last Rider of a Vehicle or otherwise), including (without limitation) obtaining restitution and other appropriate compensation and damages and filing a police report with local authorities. Rider agrees the data generated by Operator's systems (including those provided by Technology Services Provider) is conclusive evidence of the period of use of a Vehicle by a Rider. Rider agrees to report Vehicle disappearance or theft to Operator immediately or as soon as possible.

3.3 Helmets; Safety. Riders shall comply with all applicable helmet laws and regulations. Operator recommends that all Riders wear a helmet meeting appropriate standards (Snell, CPSC, ANSI or ASTM approved, or meeting Federal Motor Vehicle Safety Standard No. 218 (49 C.F.R. Sec. 571.218), as applicable) that has been properly sized, fitted and fastened according to the manufacturer's instructions. Operator and all other Released Persons (defined below in Section 15) do not represent or warrant the quality or safety characteristics of any helmet, and Rider agrees that none of the Released Persons is liable for any injury suffered by Rider while using any of the Services, whether or not Rider is wearing a helmet at the time of injury. Rider assumes all risk of not wearing a helmet or other protective gear. Rider may need to take additional safety measures or precautions not specifically addressed in this Agreement.

3.4 Vehicle Routes. Rider agrees that Operator does not provide or maintain places to ride Vehicles, and that Operator does not guarantee that there will always be a safe place to ride a Vehicle. Roads, sidewalks, vehicle lanes, and vehicle routes may become dangerous due to weather, traffic, or other hazards.

3.5 Limitations on Vehicle Rental. Rider agrees that Operator is not a common carrier. Alternative means of public and private transportation are available to the general public and to Rider individually, including public buses and rail service, taxis, and pedestrian paths. Operator provides Vehicles only as a convenience, and such rental availability is intended to be used only by those persons who are able and qualified to operate a Vehicle on their own and who have agreed to all terms and conditions of this Agreement.

4. Termination. At any time and from time to time, and without Rider's consent, Operator may unilaterally terminate Rider's right to use the Services, in Operator's sole discretion and without any notice or cause. Rider may terminate Rider's use of the Services at any time; provided, however, that (i) no refund will be provided by Operator, (ii) the term of this Agreement continues in accordance with this Agreement, and (iii) Rider may still be charged any applicable additional fees in accordance with this Agreement. This Agreement remains in full force and effect, in accordance with its terms and conditions, after any termination of Rider's right to use any of the Services, regardless of how the Agreement is terminated.

5. Confidentiality of Information; Privacy Policies. You understand and agree that all personal information that is held by Operator (or shared with Operator by Technology Services Provider in accordance with its Privacy Policy) and that pertains to Riders, including all names, addresses, phone numbers, email addresses, passwords, payment information, and other information, will be kept by Operator in accordance with its privacy policy.

6. License to Image and Likeness. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, You do hereby knowingly, voluntarily, and irrevocably: (1) give Your full and unconditional consent to Operator and its affiliates, successors, and assigns to use at any time and from time to time, without any restriction, Your appearance and voice in photographs, videos, and other recordings related to Your use of the Services, on all websites and for all press, promotional, advertising, publicity, and other commercial purposes, including all formats and media, whether now known or hereafter devised, throughout the world and in perpetuity; (2) grant to Operator and its affiliates, successors, and assigns (a) the right to photograph, videotape, and otherwise record Your appearance and voice related to Your use of the Services, at any time and from time to time, (b) all rights, copyrights, title, and interests in the results of such photographs, videos, and other recordings, as a work for hire for copyright purposes, and (c) the right to use, reproduce, exhibit, distribute, transmit, alter, and exploit, at any time and from time to

time and as Operator may decide in its sole discretion, such photographs, videos, and other recordings, or any component thereof, and all related merchandising, promotions, advertising, and publicity; and (3) waive, release, and discharge all Released Persons from all Claims (defined below in Section 15) that You have or may have for any libel, defamation, invasion of privacy, right of publicity, infringement of copyright, or violation of any right granted by You in this paragraph.

7. Notice. Operator may be contacted by emailing hello@bird.co or by mail at 406 Broadway #369, Santa Monica, CA 90401

8. Choice of Law; Dispute Resolution. Except as set forth in this paragraph 8 and paragraph 9, this Agreement is governed by, and must be construed and enforced in accordance with, the laws of the State of California, excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts of the State of California and agrees that those courts have personal jurisdiction over each party; (iii) venue must be in Los Angeles, California. Interpretation and enforcement of paragraph 9, including Sections 9.1 to 9.7, shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq with respect to interpretation and enforcement of all provisions of this Agreement pertaining to arbitration.

9. Binding Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

9.1 Initial Dispute Resolution. Rider Support is available via the App to address any concerns you may have regarding your use of a Vehicle and/or this Agreement. The parties shall use their best efforts through this support process to settle any dispute, claim, question, or disagreement and engage in good faith negotiations which shall be a condition to either party initiating mediation, arbitration, or a lawsuit.

9.2 Binding Arbitration

If the parties do not reach an agreed upon solution through the support process, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to use and rental of a Vehicle, this Agreement, and the parties' relationship with each other shall be finally settled by binding arbitration. The substantive law of the State of California shall govern the underlying dispute, but the Federal Arbitration Act, 9 U.S.C. § 1 et seq., shall govern the interpretation and enforcement of all provisions of this Agreement pertaining to arbitration (Sections 9.1 to 9.7). The arbitration shall be administered by JAMS, or alternatively a mutually agreed upon arbitrator or arbitration service, under the applicable commercial arbitration rules for JAMS or the mutually agreed upon arbitration service, excluding any rules or procedures governing or permitting class actions.

The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief

would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Operator will pay the additional cost. The arbitration rules also permit you to recover attorney's fees in certain cases. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

9.3 Location. The arbitration will take place in Los Angeles, California or a mutually agreed upon location.

9.4 Class Action Waiver. The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND OPERATOR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

9.5 Litigation of Intellectual Property and Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

9.6 Right to Opt Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the following address: Bird Rides, Inc., 406 Broadway, #369, Santa Monica, California 90401. The notice must be sent within 30 days of your first use of the Service following the Effective Date of this Agreement, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. Exercising your right to opt out shall not affect the enforceability of any arbitration provisions in previous versions of this Agreement from which you did not opt out. If you opt-out of these arbitration provisions, Operator also will not be bound by them.

9.7 Changes to this Section

Operator will provide prior written notice of any changes to this section. Changes will become effective only after prior written notice and will apply prospectively only to any claims arising after the notice period.

For any dispute not subject to arbitration you and Operator agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in Los Angeles, California. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

10. Waiver and Severability. No waiver of any breach of any provision of this Agreement is a waiver of any other breach or of any other provision of this Agreement. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

11. Cumulative Remedies. All rights and remedies granted under or referred to in this Agreement are cumulative and nonexclusive, and resort to one does not preclude the availability or applicability of another or to any other right or remedy provided by law.

12. Final Agreement; Modification by Operator. This Agreement contains the complete, final, and exclusive integrated agreement between the parties with respect to its subject matter. This Agreement supersedes all other prior agreements, written or oral, relating to such subject matter. Except for Section 9, providing for binding arbitration and waiver of class action rights, Operator reserves the right, at its sole discretion, to modify or replace this Agreement at any time. The most current version of this Agreement will be posted on Operator's website. You shall be responsible for reviewing and becoming familiar with any such modifications. If a revision to this Agreement, in Operator's sole discretion, is material, Operator will notify you by contacting you through the email address associated with your account or via the App. Use of the Services by you after any modification to this Agreement constitutes your acceptance of this Agreement as modified. Pricing terms set forth on the Website or App supersedes all pricing set forth in this Agreement.

13. Contract Interpretation. The headings in this Agreement do not affect the interpretation of this Agreement. "Or" is not to be exclusive in its meaning. "Including" means "including, but not limited to." Unless the context otherwise requires, words in the singular number or in the plural number shall each include the singular number or the plural number. All pronouns include the masculine, feminine, and neuter pronoun forms.

14. Voluntary Execution of this Agreement. This Agreement is entered into voluntarily, with consideration, and without any duress or undue influence on the part or behalf of Operator. Rider acknowledges that he/she (a) has read this Agreement; (b) understands the terms and consequences of this Agreement, including the releases it contains; and (c) is fully aware of the legal and binding effect of this Agreement.

15. RELEASES; DISCLAIMERS; ASSUMPTION OF RISK.

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

"Claims" means, collectively, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines,

charges, penalties, contracts, promises, costs, expenses (including attorney's fees, whether incurred at trial, on appeal, or otherwise), damages (including but not limited to, for personal injury, wrongful death, property damage, and injury to rider or to third parties, consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent) that arise from or relate to (a) any of the Services, including any of the Vehicles, placement, equipment, maintenance, related information, App, this Agreement or (b) Rider's use of any of the foregoing.

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

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

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

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

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

Addendum for Personal Rental Program

The following terms apply with respect to the rental of Vehicles under the Personal Rental Program ("Personal Rentals"). With respect to Personal Rentals, the terms of this Addendum shall take priority over any inconsistent or contradictory terms in the Agreement. All other terms of the Agreement shall apply.

General. Under the Personal Rentals program, Operator may rent a Vehicle to You for Your personal use on an extended basis, such as on a weekly or monthly basis. Except as specified in this Addendum, You are responsible for the rented Vehicle during the entire Personal Rentals period, including safeguarding the

Vehicle at all times, storing the Vehicle securely overnight and when not in use, and ensuring the Vehicle has adequate charge for Your use. As a Personal Rental, the Vehicle shall not be available for rent by other Riders. In addition, you may not use the Vehicle for commercial purposes without Operator's consent.

Availability. The Personal Rentals program may only be available in select markets and for select time periods, in Operator's discretion. Operator may suspend or terminate the program at any time.

Delivery & Pick-Up. The rented Vehicle will be delivered at a permissible designated location on an available delivery date that You request, subject to availability and weather conditions. For Vehicle pick-up, You must place the Vehicle at a permissible designated location during available pick-up dates in accordance with instructions provided to You. Upon return of the Vehicle, You will also be required to return any provided equipment such as power cords and locks. You shall be responsible for all costs associated with failure to return a Vehicle at the scheduled date and time and in the same condition it was delivered to you (ordinary wear and tear excepted), and for any failure to return all other equipment provided to you.

Damage to Vehicles. In addition to Your potential responsibility for damage to Vehicles in accordance with 1.13: You should report any damage, malfunction or other functional impairment of the Vehicle through the App. Operator will review the information you provide and may request additional information. After review, Operator may, in its discretion, offer to swap the Vehicle for another Vehicle or request return of the Vehicle, in which case it will schedule an appropriate drop-off & delivery time with You.

Charging the Vehicle. Notwithstanding Section 1.15, you are responsible for charging the Vehicle using a charging cord approved by Operator to ensure the Vehicle has adequate battery capacity for your intended use.

Do not charge the vehicle when wet. If the vehicle becomes submerged in water or there is any risk of water intrusion into the battery, do not ride or charge the vehicle – report to Operator immediately.

The following provision of Section 1.15 remains in effect:

Rider agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, property or fire or other damages, injuries, costs, and expenses, penalties, attorney's fees, judgments, suits, or disbursements of any kind or nature whatsoever related to Rider charging or attempting to charge the Vehicle. By choosing to charge a Vehicle, Rider assumes full and complete responsibility for all related risks, dangers, and hazards, and Rider agrees that Operator and all other Released Persons (defined below in Section 15) are not responsible for any injury, damage, or cost caused by Rider with respect to any person or property, including the Vehicle itself, directly or indirectly related to the charging of the Vehicle.

Fees. Fees for Personal Rentals shall be as specified in the App and are non-refundable. Fees will be charged beginning on the date the Vehicle is delivered. Fees may continue on a recurring basis until cancelled or otherwise terminated.

Maximum Rental Time. Section 2.3 of the Agreement shall not apply to Personal Rentals.

Lost or Stolen Vehicle. Section 3.2 is hereby replaced with this paragraph. A Vehicle may be deemed lost or stolen if (a) the Vehicle is not returned upon the expiration of the Personal Rentals term; or (b) Operator

otherwise has reasonable basis to believe the Vehicle may be lost or stolen. If Operator deems a Vehicle lost or stolen, Operator shall have the authority to take any and all actions it deems appropriate, including (without limitation) obtaining restitution and other appropriate compensation and damages and filing a police report with local authorities. Rider agrees to report Vehicle disappearance or theft to Operator immediately or as soon as possible.

FOR CALIFORNIA RIDERS:

PROPOSITION 65 NOTICE



WARNING: This product can expose you to chemicals including chromium, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to: <http://www.p65warnings.ca.gov>.

RIDER ACCEPTANCE OF AGREEMENT

I certify that I have read and expressly agree to the terms and conditions of Section 15 Releases; Disclaimers; Assumption of Risk, and I acknowledge that this section limits my legal rights and remedies. I intend my assent to this Agreement to be a complete and unconditional release of all liability to the greatest extent permitted by law. I represent and certify that I am familiar with the operation of the Vehicle, and am reasonably competent and physically fit to ride the Vehicle.

I certify that I am the Rider, I am 18 years old or over, I will wear a helmet where required by law, I will not ride a Vehicle with another occupant, I will obey all traffic laws, I will ride at my own risk, and I have read and expressly agree to the terms and conditions set forth in this Agreement.

Appendix 5

Privacy Policy

Bird Privacy Policy

Last Updated: October 21, 2021

We are committed to providing you notice about how Bird Rides, Inc. and our affiliate and subsidiary companies, including but not limited to Scoot Rides, Inc. and the Circ family or companies (together, “Bird” or “we”, or “us”, or “our”) handle your information. This Bird Privacy Policy (the “Privacy Policy”) applies to the information, that we collect and process about users of our Services, and those who communicate with us about our Services, interact with us on social media, attend our events, participate in our surveys, contests and promotions, or are subscribed to our marketing and informational communications (the “Interactions”). In this Privacy Policy, “Services” means:

- Bird websites that link to this Privacy Policy, including any versions optimized for viewing on a mobile device (the “Sites”),
- Bird mobile applications (each an “App”),
- Bird vehicles (each a “Vehicle”), and
- the features and services available through our Sites, Apps and Vehicles

We have established this Privacy Policy to let you know the kinds of information we may gather during your use of the Services and related other Interactions, how we use your information, when we might disclose your information, and your rights and choices regarding your information that we collect and process.

Bird provides our Services to users throughout the world. Bird Rides Europe B.V. (located at Rokin 92, 1012KZ Amsterdam, The Netherlands) is the data controller for the personal data collected from users in the European Economic Area. For all other users, Bird Rides, Inc, 406 Broadway Ave #369 Santa Monica, CA 90401, USA is the responsible entity (or data controller) for your information.

This Privacy Policy contains the following sections:

- The Information We Collect
- Use and Processing of Information and EU Legal Bases
- Disclosure of Your Information
- Use of Cookies and Other Online Tracking Technologies
- Online Advertising
- How We Protect Your Information
- Retention of Your Information
- International Users
- Third Party Links and Services
- Changes to this Privacy Policy
- Your Choices

- EU Data Subject Rights
- Privacy Information for California Residents
- Contact Information

THE INFORMATION WE COLLECT

We collect information related to our Services and Interactions directly from users, automatically related to their use of the Services and our Interactions, as well as from third parties. We may combine the information we collect from these various sources.

Information You Provide to Us. We collect information directly from users:

- Account registration, management, profile creation and modification
- Account access and use, as well as uploading content to the Services and other associated activities
- Vehicle use
- Access to and use of the Sites and Apps
- Submission of payment information
- Event registration and attendance
- Participation in surveys, contests, sweepstakes and promotions sponsored by Bird
- Signing up to receive alerts or other information via email, text or instant messages from Bird
- Customer service, technical support, and related communications
- Participation in communities, commenting on blog entries, interacting with use on social media, and participation in other forums
- Submission of an application or resume to work at Bird

The types of information we collect directly from you are: your name, e-mail address, phone number, postal address, other contact information, credit card and billing details, including billing address, communications preferences, payment and transaction history, where required your birthdate and driver's license information or other identification card, and any other information you submit to the Services or otherwise provide to us. We also collect certain demographic data if you provide it to us including age, gender, preferred language, and current location.

Automatically Collected Information. We also collect information through automated and technical means as you browse our Sites, use our Apps, or otherwise use the Services:

- Device and Online Usage. We collect information about your computer, browser, mobile or other device that you use to access the Services. We may use cookies, pixels, log files and other similar technologies to collect such information, including IP address, device identifiers and other unique identifiers, browser type, browser language, operating system name, and version, device name and model, version, referring and exit pages, dates and times you access our Services, the length of time that you are logged into or using our Services, the links you click or features you use, software

crash reports and session identification number. Please see the “Use of Cookies and Other Online Tracking Technologies” section below or our Cookie Notice for more information.

- **Location Info and Vehicle Usage.** We automatically collect and store location information from your device and from any Vehicles you use. We collect and store the location information (e.g., city, state or zip code where available) associated with the IP address of the device you use to access the Services, as well as, with your permission, your mobile device’s location information using GPS or Bluetooth (you can change your location/Bluetooth settings for your mobile device; however, certain features may not be available through the App if you do so).
- **Analytics:** We compile and analyze information derived from the use of our Services, such as aggregate usage patterns, user preferences, peak demand times, common routes and other information.

Information We Collect From Third Party Sources. In some cases, we collect user information from third parties.

- **Third Party Platforms and Social Media Sites.** When you interact with us or post content about us on third-party social media platforms – like Facebook, Twitter, Google+, Tumblr, LinkedIn, YouTube or Pinterest – we may collect certain information about that interaction; the information that we may collect is based on your settings on and the policies of these social media platforms. We may also allow you to post certain information from these platforms to your Bird profile, and permit you to login to the Services using your third-party social media account, in which case you will be asked to consent to our access and collection of certain information from your social media profile, subject to the policies of that platform.
- **Other Third-Party Sources.** We also may collect information about you that we may receive from business partners, marketers, analysts and other sources to, enable us to verify and update information contained in our records and better customize the Services for you. We may also collect information from credit reporting agencies to determine your creditworthiness, credit score and credit usage, in compliance with and to the extent permitted by applicable laws.
- **Referrals.** We may from time to time conduct a referral service so that you may introduce people you know to our Services, in accordance with applicable local laws. If you choose to use our referral service to tell someone about our Services, we will provide you with a template message and referral code to send to your friend. We will not collect the referral’s information unless he/she signs up to use the Services with the referral code.

USE AND PROCESSING OF INFORMATION AND EU LEGAL BASES

We generally use the information we collect from and about you to provide and operate the Services, respond to user requests, for customer service and support, to protect our rights and those of others, to send marketing communications, to help us personalize user experiences and to improve the Services, as explained in more detail below.

Legal Bases for Processing Under EU Law. Where EU data protection law applies, we process your personal data as defined by applicable EU law for the purposes set out in the table below, under the following legal bases:

- *Our Contract With You.* Our processing is necessary to perform our obligations under a contract with you or to perform steps requested by you prior to entering into a contract with you (e.g., to verify the information you have provided to us and provide the Services to you).
- *Our Legitimate Interests.* Our processing is necessary for our legitimate interests, including to protect the security our Services; to protect the health and safety of others; to establish, protect and defend our legal rights and interests; to monitor and protect our Vehicles; to prevent fraud and verify identity and authorization of users; to personalize user experiences and content; to understand and analyze usage trends; and to improve the Services.
- *Legal Compliance.* Where our processing is required to comply with applicable law (for example, to maintain your payment transaction history for tax reporting purposes).
- *Your Consent.* When we have your consent as defined by applicable law.

In addition, we may process information to the extent necessary to protect the health, safety or vital interests of any person and to establish, protect and defend our legal rights.

Purpose of Use and Processing. Generally, we use the information we collect as set forth in the below table:

Purposes of Use and Processing of Information	EU Legal Bases
<i>Providing Support and Services</i> To provide and operate the Services and related features, fulfill your orders and requests and to process your payments; To update the Services; To track Vehicles, including location, battery levels and rental status; To permit you to update, edit, and manage your content; To communicate with you about your use of the Services and respond to your inquiries and complaints; For troubleshooting, technical and customer service and support purposes	<i>Our Contract with You;</i> <i>Our Legitimate Interests;</i> <i>Protect Legal Rights</i>
<i>Verification</i> To verify the identity of users, applicants and others with whom we interact; To confirm authorization of users that access and use the Services	<i>Our Contract with You;</i> <i>Our Legitimate Interests</i>
<i>Improve Services and Analytics</i> To create anonymous or aggregate information; To optimize or improve our products, services and operations; To perform statistical, demographic, and marketing analyses of our users, to analyze and understand usage and activity trends, demographic trends and for other research, analytical, and statistical purposes	<i>Our Legitimate Interests</i>
<i>Communicate with You</i> To communicate with you about your account or transactions with us (including Services-related announcements) or your comments to a blog post; To communicate with you about changes to our policies	<i>Our Contract with You;</i> <i>Our Legitimate Interests;</i> <i>Protect Legal Rights</i>

<i>Personalize Services and Ads</i> To personalize content and experiences on our Services, including providing you reports, recommendations, and feedback based on your preferences, and to use your location information for personalization purposes; To better target ads so that users receive ads that are relevant to them	<i>Our Legitimate Interests; Your Consent</i>
<i>Marketing and Promotions</i> To send you information, news, updates and offers about us or our Services (subject to your consent where required by applicable law); For other direct marketing and promotional purposes	<i>Our Legitimate Interests; Your Consent</i>
<i>Protect Legal Rights and Prevent Misuse</i> To protect the Services and our business operations; To detect, investigate, prevent or take action regarding illegal activities, misuse, suspected fraud or situations involving potential threats to the safety or legal rights of any person or entity, and as evidence in litigation; To investigate, enforce and prevent violations of our policies and terms (including this Privacy Policy, our Terms of Use and Rental Agreement)As otherwise necessary to establish, protect and defend our legal rights	<i>Our Legitimate Interests; Our Contract With You; Protect Legal Rights</i>
<i>Complying with Legal Obligations</i> To comply with the law; To respond to legal process or enforcement or legal process requests, e.g. in response to subpoenas, court orders and other lawful requests by regulators, courts and law enforcement agencies, or related to national security requests	<i>Legal Compliance; Our Legitimate Interests; Protect Legal Rights</i>
<i>General Business Operations</i> Where necessary for the administration of our general business, accounting, recordkeeping and legal functions; As part of our routine business administration, such as employee training, compliance auditing and similar internal activities	<i>Our Legitimate Interests; Protect Legal Rights</i>

DISCLOSURE OF YOUR INFORMATION

We disclose the information we collect, in the following ways:

- **Affiliates and Subsidiaries.** Amongst our affiliated and subsidiary companies in furtherance of the purposes set out in this Policy; their use of your information is subject to this Privacy Policy.
- **Business Partners and Third Parties.** We may share your information with business partners who jointly sponsor events with us, from time to time; where required by applicable law, we will obtain your prior consent. You may at any time withdraw your consent or tell us to stop sharing your personal information (as defined under applicable law) with business partners and third parties by following the opt-out process described in the “Your Choices” section below. If you use the Services through a third-party platform that manages its own fleet of Bird vehicles, we will also share your information with the platform operator to assist in operating the Services.

- **Third-Party Service Providers.** We use a variety of third party service providers that perform functions on our behalf, such as hosting, billing and payment processing, push notifications, storage, bandwidth, content management tools, analytics, customer service, fraud protection, etc.
- **General Business Operations.** Where necessary to the administration of our general business, accounting, record keeping and legal functions, to our tax advisors, legal counsel and other professional services entities or agents.
- **Legal Compliance and Protection of Rights.** We may also use or disclose information if required to do so by law or in the good-faith belief that such action is necessary to (a) conform to applicable law or comply with legal process served on us or the Services; (b) establish, protect and defend our rights or property, the Services or our users, including to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person, violations of our Terms of Use, Rental Agreement, other agreements or policies, or as evidence in litigation in which we are involved; and (c) act under emergency circumstances to protect the personal safety of us, our affiliates, agents, or users of the Services or the public. This includes exchanging information with other companies and organizations for fraud protection.
- **Other Users.** Certain features of our Services make it possible for you to share comments publicly with other users. Any information that you submit through such features is not confidential and may be accessed by others. For example, if you submit a product review on one of our Sites, we may display your review (along with the name provided, if any) on other Bird Sites and on third-party websites. Moreover, if you provide a comment on our blog, other blog readers will be able to review your comments, and if you interact with us on our social media pages, your comments will be publicly available. So, please take care when using these features. If you'd like to request removal of information that we have posted about you, please contact us as set forth in the "Your Choices" section below.
- **Aggregate/Anonymous Information.** We may share aggregate/anonymous information about use of the Services with third parties for research, marketing, analytics and other purposes, provided such information does not identify a particular individual, such as by publishing a report on usage trends. The sharing of such data is unrestricted.
- **Business Transfers.** As we continue to develop our business, we may seek to buy, merge, or partner with other companies. In such transactions, (including in contemplation of such transactions) user information may be among the transferred assets. If a portion or all of our assets are sold or transferred to a third party, customer information would likely be one of the transferred business assets. If such transfer is subject to additional mandatory restrictions under applicable laws, we will comply with such restrictions.

To request more information about the companies to whom we have disclosed your information, please contact us as set out in the "Contact Information" section.

USE OF COOKIES AND OTHER ONLINE TRACKING TECHNOLOGIES

Like most Sites and Apps and online Services, we use "cookies," web beacons (a/k/a pixel tags), analytics devices and similar technologies (some of which are operated by third parties) to record your preferences, gather information about the use of our Services, personalize content and ads and track information about

the performance of our advertisements. We may also use these technologies to monitor traffic and make the Services easier and/or more relevant for your use. We may combine this information with other information we collect from you.

Cookies. These are alphanumeric identifiers that we transfer to your device's hard drive through your web browser for record-keeping purposes and associate with small text files that we use to record certain information regarding your use of our online Services, your preferences and actions, and other device and usage data as described above. Some cookies allow us to make it easier for you to navigate our Sites, Apps, and Services, while others are used to enable a faster log-in process, personalize your use of the Services, or otherwise allow us to track your activities while using our Services. Many web browsers automatically accept cookies, but you can usually modify your browser's setting to decline or block cookies if you prefer. If you delete your cookies or if you set your browser or device to decline or block these technologies, some features of the Services may not work or may not work as designed.

Pixel tags (a/k/a web beacons or clear GIFs). Pixel tags are tiny graphics with a unique identifier, similar in function to cookies, which are embedded invisibly on web pages or within emails. We or our service providers may use pixel tags in connection with our Services to, among other things, track the activities of users of the Site and App, help manage content, measure ad performance and compile statistics about usage. We or our service providers also use pixel tags in HTML emails to our customers to help us track email response rates, identify when our emails are viewed, and track whether our emails are forwarded.

Analytics Services. We use third-party analytics services, including Google Analytics, a web analytics service provided by Google, Inc. ("Google"), on our Services. Google Analytics uses cookies and other tracking technologies to help us analyze how users interact with and use the Services, compile reports on user's' activity, and provide other services related to activity and usage. The technologies used by Google may collect information such as your IP address, time of visit, whether you are a return visitor, and any referring website or app. To learn more about Google's analytics services and to learn how to opt out of tracking of analytics by Google click [here](#). We also use MixPanel to collect information about site usage. For more information and to opt out of MixPanel tracking technologies, please click [here](#).

For more information about our use of cookies, third-party analytics and other tracking devices, please see our [Cookie Notice](#).

ONLINE ADVERTISING

In order to display more relevant advertising on our Services, to manage our advertising on third-party sites, mobile apps and online services, and to measure and improve our ads and marketing efforts, we may work with Facebook, Google and other third-party ad companies, ad exchanges, channel partners, measurement services and ad networks. Please see the "Use of Cookies and Other Online Tracking Technologies" section below or our [Cookie Notice](#) for more information.

These third parties may use cookies, web beacons or other tracking technologies to collect information about your use of the Services and your activities across other websites and online services, which they may associate with persistent identifiers. This information may be used to provide you with more relevant advertising or other targeted content on our Services and other websites or services, and to measure the

performance of such advertising. Their activities and your choices regarding their use of your information to personalize ads to you are subject to and set out in their own policies.

More Information. For more information and to exercise your choices regarding Facebook and Google ads:

Facebook (more info: [privacy policy](#); choices: [ad preferences page](#)), and

Google/DoubleClick (more info: [privacy policy](#); choices: [ads help page](#))

You can also learn more about online advertising at www.aboutads.info/consumers and opt out of interest-based advertising from many participating ad companies at the ad industry websites below:

Canada: www.youradchoices.ca

EU: www.youronlinechoices.eu

U.S.: www.aboutads.info

Similarly, you can learn about your options to opt-out of mobile app tracking by certain advertising networks through your device settings. For more information about how to change these settings for Apple, Android or Windows devices, see:

Apple: <http://support.apple.com/kb/HT4228>

Android: <http://www.google.com/policies/technologies/ads/>

Windows: <http://choice.microsoft.com/en-US/opt-out>

Please note that opting-out of advertising network services does not mean that you will not receive advertising while using our Services or other services, nor will it prevent the receipt of interest-based advertising from third parties that do not participate in these programs.

Do-Not-Track. Your browser or device may include “Do-Not-Track” settings or functionality. Currently, our systems do not recognize browser “Do-Not-Track” requests. Bird’s information collection and disclosure practices, and the choices that we provide to customers, will continue to operate as described in this Privacy Policy, whether or not a Do-Not-Track signal is received. However, you may disable certain tracking on our Sites, as discussed in this section (e.g. by disabling cookies), and you may opt-out of certain third party ad networks as described below. For more information about Do-Not-Track signals, please [click here](#).

HOW WE PROTECT YOUR INFORMATION

We take technical, physical and organizational security measures to protect your information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. However, no method of transmission over the Internet, and no means of electronic or physical storage, is absolutely secure. We encourage you to take steps to protect your information and prevent unauthorized access to your password or account by, among other things, signing off after using a shared computer,

choosing a robust password that nobody else knows or can easily guess, and keeping your log-in and password private. We are not responsible for any lost, stolen, or compromised passwords, or for any activity on your account via unauthorized password activity.

RETENTION OF YOUR INFORMATION

We retain your information for as long as required to satisfy the purpose for which it is collected and used (for example, for the time necessary for us to provide you with customer service, answer queries or resolve technical problems), unless a longer period is necessary for our legal obligations or to establish, protect, or defend legal claims.

INTERNATIONAL USERS

Bird is a global company with affiliates, service providers and partners in multiple jurisdictions. As such, your information may be transferred, accessed, stored and otherwise processed by us and these third parties for the purposes described above, and subject to requests from law enforcement, in jurisdictions outside of your home jurisdiction, including the United States, Mexico and the European Economic Area and other jurisdictions in which we or our service providers operate. Some of these jurisdictions, including the United States, may not provide an equivalent level of data protection as your home jurisdiction. By providing us with your information, you acknowledge any such transfer, storage, or use. We will take steps to ensure that your information receives an adequate level of protection in the jurisdictions in which we process it, including through appropriate written data processing terms and/or data transfer agreements.

Individuals in the EEA. If you are located in the European Economic Area, where your information is processed by members of our group or third-party service providers and processors in a jurisdiction that the European Commission has deemed to not provide an adequate level of data protection (a “third country”), we will take appropriate measures to ensure your information is subject to adequate safeguards, such as by signing relevant EU standard contractual clauses approved by the European Commission (the form for these clauses can be found [here](#)) or another measure that has been approved by the European Commission as adducing adequate safeguards for the protection of information when transferred to a third country. If you are in the EEA, you have the right to obtain details about the mechanism under which your information is transferred to a third country. For more information about these transfer mechanisms, please contact us as set out in the “Contact Information” section below.

THIRD PARTY LINKS AND SERVICES

The Services contain links to third-party websites such as social media sites, and also contain third-party plug-ins and functionalities (such as the Facebook “like” button and Twitter “follow” button). If you choose to use these sites or features, you may disclose your information not just to those third parties, but also to their users and the public more generally depending on how their services function. We are not responsible for the content or practices of those websites or services. The collection, use, and disclosure of your information will be subject to the privacy policies of the third-party websites or services, and not this Privacy Policy. We urge you to read the privacy and security policies of these third parties.

CHANGES TO THIS PRIVACY POLICY

We reserve the right to amend this Privacy Policy at any time to reflect changes in the law, our data collection and use practices, the features of our Services, or advances in technology. We will make the revised Privacy Policy accessible through the Services and updating the “Effective Date” for the Privacy Policy. If we make a material change to the Privacy Policy, you will be provided with appropriate notice in accordance with legal requirements. By continuing to use the Services, you are confirming that you have read and understood the latest version of this Privacy Policy.

YOUR CHOICES

If you would like to update your preferences on the types of communications you receive from us, or opt out of marketing communications from us, you may do so at any time by updating the communication preferences in your account profile. Please note that we may continue to send non-promotional communications such as important notices, payment confirmations and transaction-related emails and other information about your use of the Services. If you would like to opt-out of (i) marketing communications, or (ii) being included in any Custom Audience campaigns (see the “Online Advertising” section above for more information), you may also do so by emailing us your request at privacy@bird.com.

YOUR RIGHTS AND CHOICES

Depending on your location, applicable local laws may provide you with the following rights with respect to your information:

- To obtain access to and/or a copy of certain information we hold about you
- To obtain, in certain circumstances, a copy of certain information we hold about you in a structured, commonly used and machine readable format, and to ask us to transfer this to a third party of your choice, where technically feasible
- To request that we update your information we hold that is out of date or incorrect
- To request that we delete certain information we hold about you
- To request that we restrict the way we process and disclose certain of your information
- To revoke your consent for the processing of your information, to the extent our processing of your information is not based on another legal basis
- To object to certain processing of your information as follows:
 - right to object to direct marketing: you may object to our processing of your information for direct-marketing purposes (including any direct marketing processing based on profiling). See “Your Choices” above for more info.
 - right to object to processing (including profiling) based on legitimate interest grounds: in addition where we are relying upon our legitimate interests to process information, you may object to that processing. If you object, we must stop that processing unless we can demonstrate compelling legitimate grounds for the processing that override your interests, rights and freedoms, or we need to process the information for the establishment, exercise or defense of legal claims. We will consider each case on an individual basis.

You may exercise your rights or make a request regarding your information held by us, request further information about your legal rights under applicable law, or submit a complaint about our privacy practices

by contacting us at any time, either by email or telephone using the contact details set forth in the “Contact Information” section below, to which we will respond as promptly as possible. Your rights may be exercised through an agent such as a legal representative or an attorney-in-fact. Please note that, if you request access, correction, deletion, restriction, etc., of certain information we hold about you, we will first verify whether the person making the request is actually you (or an authorized agent). You may also access and modify much of the information that you have submitted by logging into your account and updating your profile. Please note that copies of information that you have updated, modified, or deleted may remain viewable in cached and archived pages of the Sites or Apps for a period of time. In addition, we may retain certain information about you as required by law or as permitted by law for legitimate business purposes. For example, if you request that we delete your information but we believe that you have violated our Terms of Use, we may retain information about you in order to attempt to resolve the issue before deleting it. Moreover, you will not be permitted to examine the information of any other person or entity.

We will consider all requests and provide our response within the time period stated by applicable law. We also may request you provide us with information necessary to confirm your identity before responding to your request.

Complaints. If applicable, you may make a complaint to the privacy regulator or supervisory authority in the country where you are based. Alternatively you may seek a remedy through local courts if you believe your rights have been breached.

PRIVACY INFORMATION FOR CALIFORNIA RESIDENTS

If you are a California resident, California law requires us to provide you with additional information regarding how we collect, use, and share your “personal information” (as defined in the California Consumer Privacy Act (“CCPA”).

Categories of personal information we collect

Throughout this Policy, we discuss in detail the specific pieces of personal information we collect from and about our users. Under the CCPA, we are also required to provide you with the “categories” of personal information we collect. The categories we may collect are:

1. identifiers (such as name, address, email address);
2. commercial information (such as transaction data);
3. financial data (such as credit card information collected by our payment processors on our behalf);
4. internet or other network or device activity (such as browsing history or usage information);
5. geolocation information (e.g., your approximate location based on IP address, or precise location with your consent);
6. inference data about you (e.g., the additional services we think would be of most interest to you based on your interactions with us);
7. demographic information (such as gender and age);
8. insurance (including health insurance) information
9. other information that identifies or can be reasonably associated with you.

How we source, use, and share these categories of personal information

We source, use, and share the categories of personal information we collect from and about you consistent with the various business purposes we discuss throughout this Policy. See the “Information We Collect,” “Use and Processing of Information and EU Legal Bases,” and “Disclosure of Your Information” section(s) above for more information.

Please note that the CCPA sets forth certain obligations for businesses that “sell” personal information to third parties. We do not engage in such activity and have not engaged in such activity in the past twelve months from the effective date of this Policy.

Your California Privacy Rights

CCPA Rights Disclosure. If you are a California resident, the CCPA allows you to make certain requests about your personal information. Specifically, the CCPA allows you to request us to:

- Inform you about the categories of personal information we collect or disclose about you; the categories of sources of such information; the business or commercial purpose for collecting your personal information; and the categories of third parties with whom we share/discard personal information.
- Provide access to and/or a copy of certain personal information we hold about you.
- Delete certain personal information we have about you.
- Provide you with information about the financial incentives that we offer to you, if any.

The CCPA further provides you with the right to not be discriminated against (as provided for in applicable law) for exercising your rights. Please note that certain information may be exempt from such requests under California law. For example, we need certain information in order to provide the Services to you. We also will take reasonable steps to verify your identity before responding to a request. In doing so, we may ask you for verification information so that we can match at least two verification points with information we maintain in our files about you. If we are unable to verify you through this method, we shall have the right, but not the obligation, to request additional information from you. If you would like further information regarding your legal rights under California law or would like to exercise any of them, or if you are an authorized agent making a request on a California consumer’s behalf, please contact us at <https://www.bird.co/california-access-deletion-web-form/> and privacy@bird.co.

California Shine the Light Disclosure. California Civil Code Section 1798.83 permits customers of Bird who are California residents to request certain information, once per year, regarding our disclosure of their personal information (as defined by California law) to third parties for their own direct marketing purposes, or in the alternative, that we provide a cost-free means for consumers to opt out of any such sharing. To opt out of future sharing for these purposes, please send an e-mail to privacy@bird.co.

CONTACT INFORMATION

If you have any questions about this Privacy Policy, would like to exercise your rights regarding your information that we hold, or would like to raise a complaint with us related to your information, you should contact us as follows:

Privacy Team

privacy@bird.co

+1-866-205-2442

Appendix 6

PCI-DSS Level 1 Certification

Please see attached.



Payment Card Industry (PCI) Data Security Standard

Attestation of Compliance for Onsite Assessments – Merchants

Version 3.2.1

June 2018



Section 1: Assessment Information

Instructions for Submission

This Attestation of Compliance must be completed as a declaration of the results of the merchant's assessment with the *Payment Card Industry Data Security Standard Requirements and Security Assessment Procedures (PCI DSS)*. Complete all sections: The merchant is responsible for ensuring that each section is completed by the relevant parties, as applicable. Contact your acquirer (merchant bank) or the payment brands for reporting and submission procedures.

Part 1. Merchant and Qualified Security Assessor Information

Part 1a. Merchant Organization Information

Company Name:	Bird Rides, Inc.		DBA (doing business as):	Bird		
Contact Name:	Craig Smith		Title:	Director of Security		
Telephone:	+1 (513) 275-1989		E-mail:	craig.smith@bird.co		
Business Address:	#369-406 Broadway		City:	Santa Monica		
State/Province:	CA	Country:	USA		Zip:	90401
URL:	https://www.bird.co/					

Part 1b. Qualified Security Assessor Company Information (if applicable)

Company Name:	Securisea, Inc.				
Lead QSA Contact Name:	Bill Rudiak	Title:	Director, PCI Programs		
Telephone:	+1 (877) 563-4230 x404	E-mail:	brudiak@securisea.com		
Business Address:	Suite 1100 – 201 Spear St	City:	San Francisco		
State/Province:	CA	Country:	USA	Zip:	94105
URL:	https://securisea.com/				

Part 2. Executive Summary

Part 2a. Type of Merchant Business (check all that apply)

- ☐ Retailer
 ☐ Telecommunication
 ☐ Grocery and Supermarkets
☐ Petroleum
 ☒ E-Commerce
 ☐ Mail order/telephone order (MOTO)
☐ Others (please specify):

What types of payment channels does your business serve?

- ☐ Mail order/telephone order (MOTO)
☒ E-Commerce
☐ Card-present (face-to-face)

Which payment channels are covered by this assessment?

- ☐ Mail order/telephone order (MOTO)
☒ E-Commerce
☐ Card-present (face-to-face)

Note: If your organization has a payment channel or process that is not covered by this assessment, consult your acquirer or payment brand about validation for the other channels.



Part 2b. Description of Payment Card Business

How and in what capacity does your business store, process and/or transmit cardholder data?

Bird does not directly store, process, or transmit cardholder data.

Bird outsources all handling of cardholder data to Stripe and Braintree, both of which are approved PCI Level 1 validated service providers. Payment transactions are sent directly from users to Stripe or Braintree, and no cardholder data flows through any Bird systems.

Part 2c. Locations

List types of facilities (for example, retail outlets, corporate offices, data centers, call centers, etc.) and a summary of locations included in the PCI DSS review.

Type of facility	Number of facilities of this type	Location(s) of facility (city, country)
<i>Example: Retail outlets</i>	3	<i>Boston, MA, USA</i>
Corporate Office	1	Santa Monica, CA, USA

Part 2d. Payment Application

Does the organization use one or more Payment Applications? ☐ Yes ☒ No

Provide the following information regarding the Payment Applications your organization uses:

Payment Application Name	Version Number	Application Vendor	Is application PA-DSS Listed?	PA-DSS Listing Expiry date (if applicable)
			☐ Yes ☐ No	
			☐ Yes ☐ No	
			☐ Yes ☐ No	
			☐ Yes ☐ No	
			☐ Yes ☐ No	

Part 2e. Description of Environment

Provide a **high-level** description of the environment covered by this assessment.

For example:

The CDE includes Bird's people, processes and procedures associated with using a fully outsourced tokenized payment solution, provided by PCI Level 1 validated service providers.



- *Connections into and out of the cardholder data environment (CDE).*
- *Critical system components within the CDE, such as POS devices, databases, web servers, etc., and any other necessary payment components, as applicable.*

Does your business use network segmentation to affect the scope of your PCI DSS environment?
(Refer to "Network Segmentation" section of PCI DSS for guidance on network segmentation)

☒ Yes ☐ No

Part 2f. Third-Party Service Providers

Does your company use a Qualified Integrator & Reseller (QIR)?

☐ Yes ☒ No

If Yes:

Name of QIR Company:

QIR Individual Name:

Description of services provided by QIR:

Does your company share cardholder data with any third-party service providers (for example, Qualified Integrator & Resellers (QIR), gateways, payment processors, payment service providers (PSP), web-hosting companies, airline booking agents, loyalty program agents, etc.)?

☒ Yes ☐ No

If Yes:

Name of service provider:

Description of services provided:

Stripe, Inc.

Payment processing

Braintree (a unit of PayPal, Inc.)

Payment processing

Note: Requirement 12.8 applies to all entities in this list.



Section 2: Report on Compliance

This Attestation of Compliance reflects the results of an onsite assessment, which is documented in an accompanying Report on Compliance (ROC).

The assessment documented in this attestation and in the ROC was completed on:	September 18, 2020	
Have compensating controls been used to meet any requirement in the ROC?	☐ Yes	☒ No
Were any requirements in the ROC identified as being not applicable (N/A)?	☒ Yes	☐ No
Were any requirements not tested?	☐ Yes	☒ No
Were any requirements in the ROC unable to be met due to a legal constraint?	☐ Yes	☒ No



Section 3: Validation and Attestation Details

Part 3. PCI DSS Validation

This AOC is based on results noted in the ROC dated September 18, 2020.

Based on the results documented in the ROC noted above, the signatories identified in Parts 3b-3d, as applicable, assert(s) the following compliance status for the entity identified in Part 2 of this document (*check one*):

☒ **Compliant:** All sections of the PCI DSS ROC are complete, all questions answered affirmatively, resulting in an overall **COMPLIANT** rating; thereby Bird Rides, Inc. (dba "Bird") has demonstrated full compliance with the PCI DSS.

☐ **Non-Compliant:** Not all sections of the PCI DSS ROC are complete, or not all questions are answered affirmatively, resulting in an overall **NON-COMPLIANT** rating, thereby (*Merchant Company Name*) has not demonstrated full compliance with the PCI DSS.

Target Date for Compliance:

An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. *Check with your acquirer or the payment brand(s) before completing Part 4.*

☐ **Compliant but with Legal exception:** One or more requirements are marked "Not in Place" due to a legal restriction that prevents the requirement from being met. This option requires additional review from acquirer or payment brand.

If checked, complete the following:

Affected Requirement	Details of how legal constraint prevents requirement being met

Part 3a. Acknowledgement of Status

Signatory(s) confirms:

(*Check all that apply*)

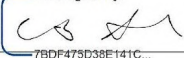
- ☒ The ROC was completed according to the *PCI DSS Requirements and Security Assessment Procedures*, Version 3.2.1, and was completed according to the instructions therein.
- ☒ All information within the above-referenced ROC and in this attestation fairly represents the results of my assessment in all material respects.
- ☐ I have confirmed with my payment application vendor that my payment system does not store sensitive authentication data after authorization.
- ☒ I have read the PCI DSS and I recognize that I must maintain PCI DSS compliance, as applicable to my environment, at all times.
- ☒ If my environment changes, I recognize I must reassess my environment and implement any additional PCI DSS requirements that apply.

**Part 3a. Acknowledgement of Status (continued)**

- ☒ No evidence of full track data¹, CAV2, CVC2, CID, or CVV2 data², or PIN data³ storage after transaction authorization was found on ANY system reviewed during this assessment.
- ☐ ASV scans are being completed by the PCI SSC Approved Scanning Vendor N/A (not required)

Part 3b. Merchant Attestation

DocuSigned by:



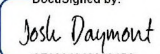
7BDF479D38E141C...

Signature of Merchant Executive Officer ↑	Date: 9/18/2020
Merchant Executive Officer Name: Craig Smith	Title: Sr. Director of Security

Part 3c. Qualified Security Assessor (QSA) Acknowledgement (if applicable)

If a QSA was involved or assisted with this assessment, describe the role performed:	Full PCI-DSS Assessment and preparation of Report on Compliance
--	---

DocuSigned by:



CF838494882345C...

Signature of Duly Authorized Officer of QSA Company ↑	Date: September 18, 2020
Duly Authorized Officer Name: Joshua Daymont	QSA Company: Securisea, Inc.

Part 3d. Internal Security Assessor (ISA) Involvement (if applicable)

If an ISA(s) was involved or assisted with this assessment, identify the ISA personnel and describe the role performed:	
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¹ Data encoded in the magnetic stripe or equivalent data on a chip used for authorization during a card-present transaction. Entities may not retain full track data after transaction authorization. The only elements of track data that may be retained are primary account number (PAN), expiration date, and cardholder name.

² The three- or four-digit value printed by the signature panel or on the face of a payment card used to verify card-not-present transactions.

³ Personal identification number entered by cardholder during a card-present transaction, and/or encrypted PIN block present within the transaction message.



Part 4. Action Plan for Non-Compliant Requirements

Select the appropriate response for "Compliant to PCI DSS Requirements" for each requirement. If you answer "No" to any of the requirements, you may be required to provide the date your Company expects to be compliant with the requirement and a brief description of the actions being taken to meet the requirement.

Check with your acquirer or the payment brand(s) before completing Part 4.

PCI DSS Requirement	Description of Requirement	Compliant to PCI DSS Requirements (Select One)		Remediation Date and Actions (If "NO" selected for any Requirement)
		YES	NO	
1	Install and maintain a firewall configuration to protect cardholder data	☒	☐	
2	Do not use vendor-supplied defaults for system passwords and other security parameters	☒	☐	
3	Protect stored cardholder data	☒	☐	
4	Encrypt transmission of cardholder data across open, public networks	☒	☐	
5	Protect all systems against malware and regularly update anti-virus software or programs	☒	☐	
6	Develop and maintain secure systems and applications	☒	☐	
7	Restrict access to cardholder data by business need to know	☒	☐	
8	Identify and authenticate access to system components	☒	☐	
9	Restrict physical access to cardholder data	☒	☐	
10	Track and monitor all access to network resources and cardholder data	☒	☐	
11	Regularly test security systems and processes	☒	☐	
12	Maintain a policy that addresses information security for all personnel	☒	☐	
Appendix A2	Additional PCI DSS Requirements for Entities using SSL/early TLS for Card-Present POS POI Terminal Connections	☒	☐	



PILOT OPERATING AGREEMENT

This Pilot Operating Agreement is entered into by and between Bird Ride's Inc. located at 406 Broadway #369, Santa Monica, CA 90401 ("Company") and the City of Oak Park located at 14000 Oak Park Blvd., Oak Park, MI 48237.

1. Statement and Purpose.

The purpose of this agreement is to establish interim rules and regulations governing the pilot operation of a shared micromobility device system (the "Pilot") within the City and to ensure that such Pilot is consistent with the safety and well-being of the public, bicyclists, pedestrians and other users of the public rights-of-way.

Doesn't

2. Scope

This agreement applies to any proposed deployment of shared micromobility devices within the City's corporate city limits during the Pilot.

3. Length of Agreement.

This agreement shall commence on July 25, 2022 and shall remain in effect for a period of 18 months. This agreement shall automatically terminate upon completion of the Pilot unless extended by City Council.

4. Relationship between the Parties.

The parties agree that each party is a separate and independent entity. This agreement does not establish a joint venture, partnership, employer/employee, or principal/agent relationship.

5. Definitions.

"City" means the City of Oak Park.

"Company" means a company or person that engages in or operates a shared micromobility device business or enterprise.

"Shared micromobility device" means any an electric scooter share program comprised of vehicles tracked by the Company via GPS intended to carry no more than two persons abreast, that is not a motor vehicle or trailer required to be licensed or registered by the state of Michigan, and that is propelled with a single or multiple electric motors.

“Geo-Fencing” means the use of Global Positioning Systems (GPS) or Radio Frequency Identification (RFID) technology to create a virtual geographic boundary, enabling software to trigger a response when a mobile device enters or leaves a particular area.

“Scooter” means a device with no more than two twelve-inch or smaller diameter wheels that has handlebars, is designed to be stood upon by the user and is powered by an electric motor that is capable of propelling the device without human propulsion at a speed no more than fifteen miles per hour on a paved level surface.

“User” means an individual that rents a scooter which is part of a shared micromobility device program on a per trip basis.

6. Procedures

While this agreement is in effect, Company shall be a provider of shared micromobility devices within the City’s corporate limits, contingent upon compliance with this agreement.

7. Operating Regulations

- a. All scooters must adhere to Michigan vehicle code. Scooters must not be operated on a highway or street with a speed limit of more than 35 miles per hour except to cross that highway or street. When operating on streets with a speed limit of 35 miles per hour or more, scooters must be operated on the sidewalk. Scooters operating on public sidewalks must yield the right of way to pedestrians at all times. Scooters must be operated in bike lanes when available, and are to stay to the right of street travel lanes and yield the right of way to bicycles in bike lanes and on bike or multiuse paths. The City reserves the right upon five (5) business days’ written notice to Company to limit the use of Scooters in designated areas due to public safety or traffic concerns. Company agrees to geofence scooters from operating in any area designated by the City in which the use of such scooters is prohibited.
- b. Company shall provide easily visible contact information, including a phone number and e-mail address on each scooter for City employees or members of the public to make relocation requests or to report other issues with scooters.
- c. Company shall begin operations with a maximum fleet size 75 scooters. Following approval from the City, Company is permitted to increase its fleet size to a maximum of 250.
- d. All scooters deployed in the City must have front white solid lights that are visible from at least 500’ and a rear reflector visible from 600’ away in dusk, dawn and nighttime conditions.

8. Parking Guidelines.

- a. Users of scooters shall park scooters upright on hard surfaces outside of the pedestrian pathway of sidewalks, beside a bicycle rack or in another area specifically designated for bicycle parking, or on the street next to an unmarked curb. Users may park scooters in on-street parking spaces in the following circumstances:
 - i. When parked parking spaces are officially designated stations for such devices;
 - ii. In neighborhoods with rolled curbs, or with inadequate sidewalk space; and
 - iii. In marked parking spaces designated for motorcycles.
- b. Users shall not park scooters in such a manner as to block pedestrian traffic; any fire hydrant, call box, or other emergency facility; bus bench; or utility pole or box (minimum of three (3) feet of accessibility to pedestrian).
- c. Users shall not park scooters in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building.
- d. Users shall not park scooters in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.
- e. Users shall not park scooters in the area directly adjacent to or within the following areas, such that access is impeded:
 - a. Loading zones;
 - b. Disabled parking zone;
 - c. Street furniture and playground equipment that requires pedestrian access (for example-benches, parking pay stations, bus shelters, transit information signs, etc.)
 - d. Curb ramps;
 - e. Entryways;
 - f. Driveways;
 - g. Transit zones
 - h. Metered parking spaces; or
 - i. Parking spaces with designated time restrictions.
- f. Company may stage its scooters in permitted public right of ways to be determined by mutual agreement of the City and user. To the extent Company desires to stage scooters in areas other than the public right-of-way, Company must first obtain the right to do so from the appropriate City department, property owner, or public agency.

9. Operations

- a. Company shall maintain twenty-four (24) hour customer service for users to report safety concerns, complaints, improperly parked or staged scooters, or to ask questions. Company will maintain a website, call center, and/or

mobile app customer interface that is available twenty-four hours a day, seven days a week.

- b. Company will implement a marketing and targeted community outreach plan at its own cost to promote the use of scooter sharing citywide.
- c. Company shall agree that all scooters shall become inoperable by 12:00 a.m. (EST), and shall remain inactive until 4:00 a.m. (EST) each day.
- d. On days where snow is anticipated (greater than 50% chance of precipitation), Company shall remove scooters from the City rights of way. Company agrees to hold the City harmless for damage to scooters caused by the City's snow removal operations and for any damage caused to City vehicles by improper location and removal of scooters.
- e. Company shall maintain all scooters in good mechanical working order. Items such as, but not limited to, inoperable headlight or tail lights, faulty brakes, dead battery, bent or broken handle bars, or bent kickstand shall deem the scooters to not be in good mechanical working order. In the event a safety or maintenance issue is reported for a specific device, that scooter shall be made unavailable to users and shall be removed within the timeframes provided herein. Any inoperable or unsafe device shall be repaired before it is put back into service.
- f. All scooters will be properly marked with the company name and appropriate company contact information.
- g. Company shall respond to requests for rebalancing, reports of incorrectly parked scooters, or reports of unsafe/inoperable scooters by relocating, re-parking, or removing the scooters, as appropriate, within 2 hours of receiving notice.
- h. In the event a scooter is not re-located, re-parked, or removed within the timeframe specified herein, such scooters may be removed by City personnel and taken to a City facility for storage at the expense of the Company, at a rate of \$50 impound fee per incident, and \$25 day surcharge every additional day the scooter is impounded. Scooters may be removed or relocated by law enforcement or city personnel immediately if the scooter is blocking pedestrian travel, or presenting a traffic or safety hazard as determined by the City at its sole discretion. The City shall notify Company in writing within one business day of impoundment of the scooter and its location.
- i. Company shall provide notice to all users by means of signage and through a mobile or web application that:
 - i. Scooters are to be ridden on sidewalks, streets, and where available, in bike lanes, or bike multiuse paths; However, the right of way is always with pedestrians.
 - ii. Scooters are to stay to the right of traffic lanes and to offer the right of way to pedestrians and bicycles.
 - iii. Helmets are encouraged for all users. A person less than 19 years old shall wear a helmet when operating a scooter.
 - iv. Only one person can ride a scooter at a time.

- v. A person riding a scooter on a roadway shall ride as near to the right side of the roadway as practicable and exercise due care when passing a standing vehicle or a vehicle proceeding in the same direction.
- vi. A person operating a scooter shall not pass between lanes of traffic but may pass on the left of traffic moving in the same direction when on a two-way street, or on the left or right when on a one-way street, in an unoccupied lane.
- j. Users are required to take a photo whenever they park their scooter at the end of a ride. Users are required to be a minimum of eighteen (18) years of age.
- k. Company shall provide education to answers on the State of Michigan and the City of Oak Park's existing rules and regulations, applicable ordinances, safe and courteous riding, and proper parking.

10. Fees

Company shall deposit five thousand (5,000) dollars annually to cover any fees associated with the impoundment of scooters as described above. At the end of each year the City will provide an itemized account of all the fees charged, and the Company will be refunded any funds not used.

11. Indemnification

Company agrees to indemnify, defend and hold harmless City, City's employees, agents and representatives, from and against all actions, damages or claims brought against the City arising out of Company's operations in the City of Oak Park or this agreement. City's right to indemnification shall be contingent on City notifying Company promptly following receipt or notice of any claim. Neither party shall consent to the entry of a judgment or enter into any settlement without the prior written consent of the other party.

12. Governing law.

The parties agree that the law of the State of Michigan shall govern this agreement, and any suit or cause of action by either party against the other shall be filed in a Michigan state or federal court.

13. Insurance

Company shall provide the City with proof of insurance coverage including:

- a. Commercial General Liability (CGL) insurance coverage with a limit of no less than \$1,000,000.00 per occurrence.
- b. Umbrella or excess liability coverage with a limit no less than \$5,000,000.00 each occurrence. And

- c. Where Company employs persons within the City, workers' compensation coverage no less than the statutory requirement.

14. Assignment

The parties agree that this agreement may not be assigned without the prior approval in writing of both parties.

15. Amendment

No amendment, addition to, or modification of any provision hereof shall be binding upon the parties and neither party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized representative of both parties.

16. Complete Agreement

The parties agree that this agreement constitutes the entire agreement of the parties and that no prior agreement or representations, oral or written, shall be binding or of any force or effect. Further, this agreement may not be amended, modified, altered or enlarged except in writing signed by the duly authorized representatives of the parties hereto, their successors or assigns.

17. Termination.

Either party may terminate this agreement for violation of any of its terms by providing thirty (30) days written notice to the respective party. Notwithstanding anything to the contrary herein, City may suspend or terminate this agreement at any time if City finds, in its sole and reasonable discretion, that the Company's operation is not in the best interest of health, safety, and welfare of the public.

18. Notices.

All notices with respect to this agreement shall be given by first class mail or hand-delivery to the parties as follows:

City of Oak Park
14000 Oak Park Blvd.
Oak Park. MI. 48237

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

19. Severability.

If any term, provision, covenant, or condition of this agreement is deemed invalid, void, or unenforceable by a court of competent jurisdiction, this agreement will nonetheless remain in full force and effect as to all remaining terms, provisions, covenants, and conditions hereof.

CITY OF OAK PARK

By: Erik Tungate

Its: City Manager

Dated:

Bird Rides, Inc.



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: July 18, 2022

AGENDA #

SUBJECT: The Department of Technical and Planning is requesting authorization to sign a one year contract with SAFEbuilt Michigan, LLC, for inspection and plan review services.

DEPARTMENT: Technical & Planning – RMB

SUMMARY: The City of Oak Park has contracted with SAFEbuilt for inspection and plan review services for many years. The last official signed contract ended sometime in 2017. Since this time, the city and SAFEbuilt have been operating on an agreement/as needed services form of arrangement. This is a request to get back to a formal contract, which our legal services consultant has reviewed and approved.

FINANCIAL STATEMENT: The fees associated with this contract are budget and funded under account number: 101-16.371-818.016 Contractual Services.

RECOMMENDED ACTION: It is recommended that City Council allows City Manager Tungate to sign this one year contract.

APPROVALS:

City Manager: ET

Department Director: RMB

Director of Finance: _____

Legal: X

Budgeted: ☒ X

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF OAK PARK, MICHIGAN
AND SAFEbuilt MICHIGAN, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between City of Oak Park, Michigan, ("Municipality") and SAFEbuilt Michigan, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services and Fee Schedule, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. AGREEMENT

This Agreement and its Exhibits supersedes and replaces prior agreement between Municipality and Consultant effective March 28, 2017 and any amendments to that prior agreement.

2. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit B, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit B. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit B and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit B.

3. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

4. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit A – List of Services and Fee Schedule.

5. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed

portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

6. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. The Agreement may extended subject to the approval of both parties in writing and the provisions of paragraph 8 herein.

7. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

8. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

9. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

10. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

11. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

12. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

13. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence or intentional misconduct of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any

obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

14. LIMITS OF LIABILITY

IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY.

15. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

16. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

17. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

18. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

19. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

20. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

21. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

22. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

23. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

24. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Robert Barrett, Planning Director City of Oak Park 14300 Oak Park Boulevard Oak Park, Michigan 48237 Email: rbarrett@oakparkmi.gov	Joe DeRosa, CRO SAFEbuilt, LLC 444 N. Cleveland, Suite 444 Loveland, CO 80537 Email: jderosa@safebuilt.com

25. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

26. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

27. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

28. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

29. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

30. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Michigan, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

31. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

32. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

33. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

34. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.



Gary Amato, CAO
SAFEbuilt Michigan, LLC

June 22, 2022

Date

Signature
City of Oak Park, Michigan

Date

Name and Title
City of Oak Park, Michigan

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EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE

1. LIST OF SERVICES

Electrical, Plumbing and Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliance inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

Local and Remote Plan Review Services (Building, Electrical, Mechanical, Plumbing)

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Remote Plan Conveyance

- ✓ Electronic plan submittals will be reviewed and returned electronically
- ✓ Paper plans will be submitted via Consultant's preferred carrier
- ✓ Applicant will submit number of hardcopies required by Municipality
- ✓ Consultant will return plans and supporting documents

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake plans and related documents for pick up by Consultant or submit electronically

3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Inspection Services will be performed three (3) days a week (Monday/Tuesday/Thursday)
- ✓ Local Plan Review will be performed three (3) days a week (Monday/Tuesday/Thursday)
- ✓ Remote Plan Review will be performed five (5) days per week on an as-requested basis
- ✓ Consultant representative(s) will be available by phone and email

Deliverables			
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next mutually agreed upon inspection day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	10 business days	10 business days or less
	✓ Multi-family within	10 business days	10 business days or less
	✓ Small commercial within (under \$2M in valuation)	10 business days	10 business days or less
	✓ Large commercial within	20 business days	10 business days or less

4. FEE SCHEDULE

- ✓ Beginning January 01, 2023 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Plumbing and Mechanical Inspection Services	\$84.00 per hour – two (2) hour minimum
Electrical Inspection Services	\$84.00 per hour – one (1) hour minimum
Plan Review Services • Residential and Commercial • Building, Plumbing, Mechanical, Electrical • Local and Remote	\$95.00 per hour – one (1) hour minimum
Fire Plan Review Services	\$108.00 per hour – one (1) hour minimum
Structural Engineering Plan Review	\$125.00 per hour – one (1) hour minimum
After Hours/Emergency Inspection Services	\$125.00 per hour – two (2) hour minimum
Hourly time tracked will start when Consultant checks in at Municipality or first inspection site.	

EXHIBIT B – MUNICIPAL SPECIFIED OR SAFE BUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements.

Municipality will provide the following information to Consultant.

- ✓ Municipal technology point of contact information including name, title, email and phone number
- ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

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