



# **Agenda**

## **City Council Study Session**

Monday, July 18, 2022 - 7:00 PM  
Council Chambers

---

- I. Call to Order**
- II. Attendance**
- III. Topics of Discussion**
  - A. Bird Scooters - Memorandum of Understanding
  - B. City Hall Atrium - Project Update
- IV. Summary**
- V. Adjournment**

**ADA Accessible entrance is available from Missouri Street at the Police Department entrance. An elevator will provide access to the second floor – Council Chambers**



## MEMORANDUM

To: Mayor and City Council  
From: Katherine Sharp, Director of Planning and Development  
Date: June 13, 2022  
Subject: Bird Scooters MOU

## INTRODUCTION

Attached is a renewal memorandum of understanding (MOU) with Bird Rides, Inc. which extends the existing contract with Bird for another year and then monthly unless terminated prior as outlined in the MOU.

## BACKGROUND

Staff presented the MOU at the May 9, 2022 meeting. Listed below are the concerns from the Council and Mayor shared at the meeting, the responses from Bird representatives are in red:

- The scooters are a border-line nuisance because they are left fallen down on the sidewalks and streets. The local operator is not fulfilling the obligation of the MOU as they are often left out at night and not picked up for days. **Our Fleet Managers generally do regular rounds around the City to rebalance scooters, pick up those in need of charge, and deploy new ones. If a scooter hasn't gotten a ride after a certain period of time, our app notifies our Fleet Manager to retrieve and move to a higher demand location. The incentives are aligned in that the Fleet Managers want rides to occur, and we don't want a scooter staying in one place too long. That said, while our current hours of operation 4am-midnight, that means that a ride cannot be started outside these hours, but the scooters will still be dispersed throughout the city overnight.**

**They're able to reach a good amount of the scooters daily for some type of "task" as we call it. For scooters that are parked improperly, however, we do respond to 311's as a priority. Every time an instance is flagged our way, we'll have a Fleet Manager go out to rectify shortly thereafter. This can be reported most effectively through the Community Mode on the Bird app, or through our city contacts.**

- How is the 18 years of age is verified? We had witnessed young kids riding the scooters. **Every rider agrees to our operating requirements that include a separate box that they must check signifying they are 18 years of age or older. That said, if we are seeing a lot of underage riding, we can implement additional messaging in our app, specifically related to underage riding that reminds riders they can be fined and/or accounts terminated if they**

are riding underage.

- Do you typically provide scooter stands for cities? As we are a dockless model, we do not have designated scooter stands. However, we have had cities who implement their own scooter parking infrastructure, which we can help support by sending over examples and templates (e.g. stencils, decals, etc). We also have the capability to add "preferred parking pins" to guide riders to parking areas that are recommended such as existing bike racks.
- The placement of the scooters sometimes creates an impediment to the sidewalks, and we have concerns about ADA and stroller access. Our Fleet Managers will not deploy in front of ADA ramps and always out of the pedestrian right of way. We will, of course, reiterate to our Fleet Managers the importance of rebalancing regularly so that improperly parked Birds can be taken care of in a timely manner. This is another instance where we encourage reporting a 311 through our Community Mode so that we can rectify any issues ASAP. In addition to this, we can work with your Communications team to push out educational assets surrounding proper parking as well as targeted in-app messaging. As a general reminder, upon ending a ride, riders must take a photo of their properly parked Bird.
- How many scooters are parked in Liberty and how many are used, on average. As we've seen demand increase again in the warmer months, we've had an average of 135 Birds throughout Liberty in April and May with a total of 1,452 rides so far. This is Data we've pulled from our Tableau Data Dashboard (details attached), but please let me know if there's additional data you'd like to see.

The Mayor asked if the local operator could attend the meeting to answer questions. For the July 18<sup>th</sup> meeting the local Fleet Manager will be in attendance, and Kylee Floodman, a Bird representative will be attending the meeting via calling in.

## **RECOMMENDATION**

Staff recommends extending the MOU with Bird.

**Extension Amendment to  
Memorandum of Understanding**

This extension amendment (this "Amendment") dated as of {date} is entered into by and between Bird Rides, Inc., located at 406 Broadway, #369, Santa Monica, CA 90401 ("Company"), and the City of Liberty, located at 101 E. Kansas St., Liberty, MO 64068 ("City"), and amends that certain Memorandum of Understanding by and between Company and City (as further amended, restated, supplemented or modified from time to time prior to the date hereof, the "Agreement").

The Agreement is amended as follows:

1. Term. The term of the Agreement shall hereby continue through May 1, 2023 and shall automatically renew for successive one month terms thereafter unless terminated by either party.
2. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.
3. As Bird Rides, Inc, is a business operating and utilizing the public right-of-way is subject to a annual fee of six percent (6%) of gross receipt from sale of scooter usage in the City. Report of gross receipts and payment should be delivered quarterly to the Director of Finance of the City. The quarterly schedule will be based on a calendar year schedule and will be due by the end of the month after each quarter..
4. Unless otherwise stated in this Amendment, defined terms shall be given the meanings attributed to them in the Agreement.

**Company:**

**Bird Rides, Inc.**






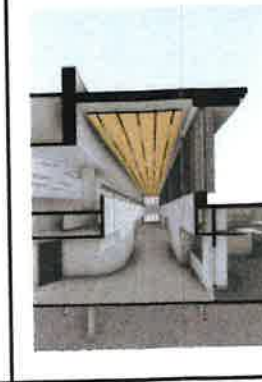
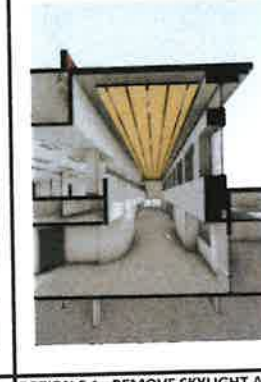
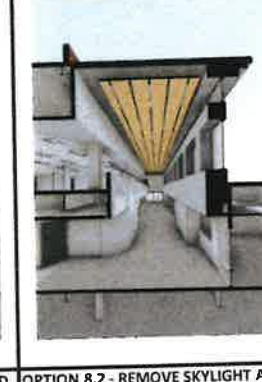
By: \_\_\_\_\_  
Name:  
Title:

**City:**

City of Liberty, MO

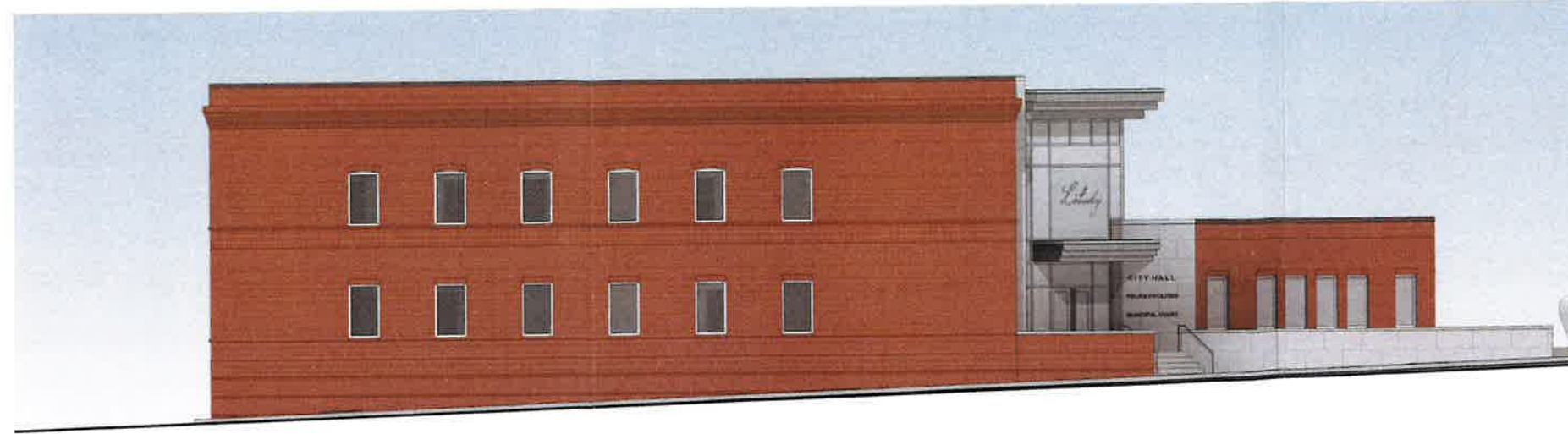
By: \_\_\_\_\_  
Name:  
Title:

ATRIUM / SKYLIGHT BUILDING DESIGN OPTIONS

										
PROGRAMMING GOALS	PRIORITY FACTOR	OPTION 1 - REPAIR SKYLIGHT	OPTION 2 - REMOVE SKYLIGHT AND REPLACE WITH MODERN SKYLIGHT WITH ENERGY EFFICIENCY AND NATURAL LIGHTING CONTROL.	OPTION 3 - REMOVE SKYLIGHT AND BUILD ROOF OFF OF 3RD FLOOR STRUCTURAL FRAMING WITH NEW WALL / WINDOWS AT THE ROOF EDGE OF THE 3RD FLOOR.	OPTION 4 - REMOVE SKYLIGHT AND REPLACE WITH ROOF SLOPED ROOF PITCHED DOWN TOWARD LOWER ROOF	OPTION 5 - REMOVE SKYLIGHT AND REPLACE WITH FLAT ROOF WITH OVERHANGS	OPTION 6 - REMOVE SKYLIGHT AND REPLACE WITH UPWARD SLOPED ROOF	OPTION 7 - REMOVE SKYLIGHT AND REPLACE WITH OVERHANGING ROOF AND CURTAIN WALL GLAZING WITH VERTICAL FINIS	OPTION 8.1 - REMOVE SKYLIGHT AND REPLACE WITH OVERHANGING ROOF AND CURTAIN WALL GLAZING WITH SELECTIVE OPENINGS	OPTION 8.2 - REMOVE SKYLIGHT AND REPLACE WITH OVERHANGING ROOF AND MASONRY WALL WITH PUNCHED WINDOW OPENINGS
REDUCE RISK OF WATER LEAKS	7	1	7	4	7	7	5	7	7	7
REDUCTION OF GLARE	6	1	2	6	5	5	4	6	7	7
PROVIDES VIEWS	6	8	8	2	8	8	8	7	6	6
MAINTAINS USEABLE FLOOR AREA	5	8	8	1	8	8	8	8	8	8
SUN CONTROL / SHADING	4	1	2	4	5	5	5	7	7	7
REDUCE USE OF SUN SHADES / BLINDS	4	1	2	4	4	4	4	6	6	6
ENERGY REDUCTION	4	1	2	6	5	5	5	5	7	7
THERMAL COMFORT	4	1	2	5	6	6	6	6	7	7
SOFTEN SPACE ACCOUSTICS	3	1	2	8	5	6	5	8	8	8
COLLECTS WATER TO AVOID LOWER ROOF	3	1	3	3	7	7	8	7	7	6
WEATHER RESISTANCE	3	1	2	5	6	7	6	7	7	7
MAINTAINABLE / CLEANABLE	2	7	2	5	6	7	6	7	8	8
BUILDING CONTEXT AND FORM	1	7	7	2	5	7	6	4	4	5
COST	7	8	7	6	4	3	3	4	4	3
CONSTRUCTABILITY	1	8	7	6	5	3	3	4	4	3
<b>TOTAL:</b>		<b>199</b>	<b>269</b>	<b>258</b>	<b>342</b>	<b>362</b>	<b>326</b>	<b>375</b>	<b>395</b>	<b>398</b>



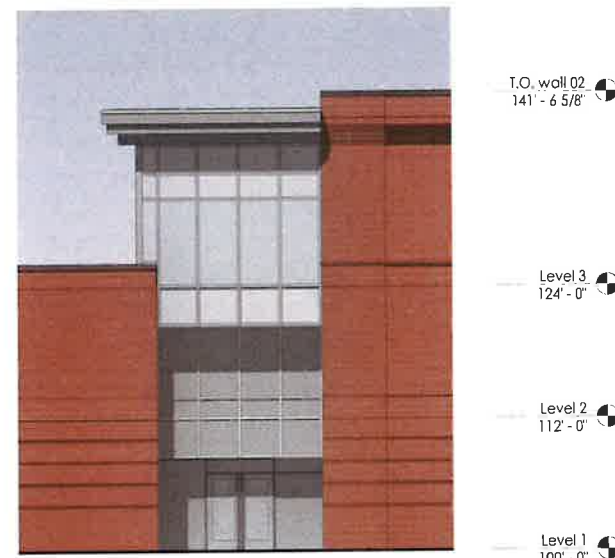
**3D View - ENTRY APPROACH** 5  
REFERENCED FROM /



**NORTH ELEVATION** 1  
REFERENCED FROM 1 / A-2.01 1/8" = 1'-0"



**3D - SOUTH ENTRY** 6  
REFERENCED FROM /



**SOUTH ELEVATION** 4  
REFERENCED FROM 1 / A-2.01 1/8" = 1'-0"



**NORTHWEST ELEVATION** 2  
REFERENCED FROM 1 / A-2.01 1/8" = 1'-0"



**3D View - KANSAS AND WATER** 7  
REFERENCED FROM /



**WEST ELEVATION** 3  
REFERENCED FROM 1 / A-2.01 1/8" = 1'-0"

**BUILDING ELEVATIONS - OPTION 8.1**

A-3  
Liberty Missouri City Hall

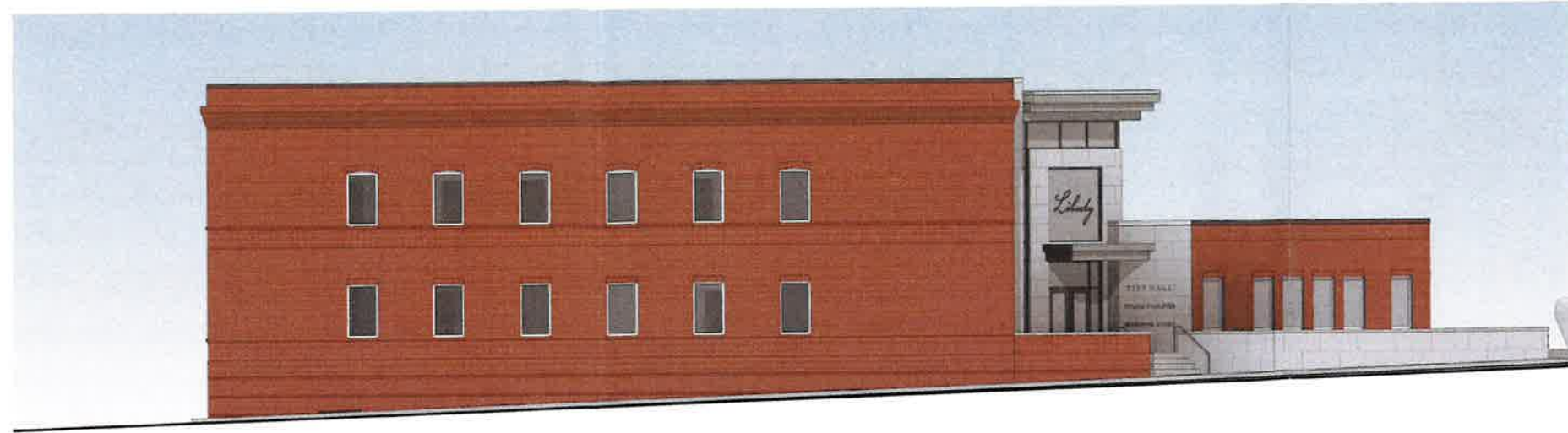


Wellner Architects Inc.  
802 Broadway, Fourth Floor  
Kansas City, MO 64105  
wa@wellner.com  
816.221.0017

**WELLNER**architects



**3D View - ENTRY APPROACH** 5  
REFERENCED FROM /

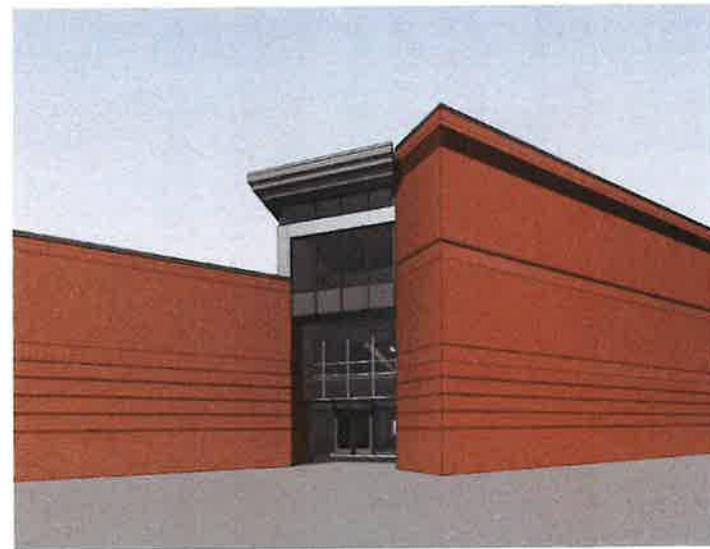


**NORTH ELEVATION** 1  
REFERENCED FROM 1/A-2.01 1/8" = 1'-0"

T.O. wall 02  
141' - 6 5/8"

Level 3  
124' - 0"

Level 2  
112' - 0"



**3D - SOUTH ENTRY** 6  
REFERENCED FROM /



**SOUTH ELEVATION** 4  
REFERENCED FROM 1/A-2.01 1/8" = 1'-0"

T.O. wall 02  
141' - 6 5/8"

Level 3  
124' - 0"

Level 2  
112' - 0"

Level 1  
100' - 0"



**NORTHWEST ELEVATION** 2  
REFERENCED FROM 1/A-2.01 1/8" = 1'-0"

T.O. wall 02  
141' - 6 5/8"

Level 3  
124' - 0"

Level 2  
112' - 0"



**3D View - KANSAS AND WATER** 7  
REFERENCED FROM /



**WEST ELEVATION** 3  
REFERENCED FROM 1/A-2.01 1/8" = 1'-0"

T.O. wall 02  
141' - 6 5/8"

T.O. wall 01  
124' - 0"

Level 2  
112' - 0"

**BUILDING ELEVATIONS -- OPTION 8.2**

A-3  
Liberty Missouri City Hall

7/15/2022 11:09:45 AM

Issue: /  
Date: 07-15-2022  
Project Number 2201

Wellner Architects, Inc.  
802 Broadway, Fourth Floor  
Kansas City, MO 64105  
wo@wellner.com  
816 221 0017

**WELLNER**architects