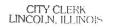
<u>CITY OF LINCOLN</u> <u>COMMITTEE OF THE WHOLE MEETING</u> <u>AGENDA</u> <u>FEBRUARY 9, 2021</u> <u>CITY HALL COUNCIL CHAMBERS</u> <u>7:00 PM</u>

Due to the State of Illinois Phase 4 of the Coronavirus Covid-19 Precautions the City of Lincoln Council will need to continue setting 6' apart in conducting a Regular City Council Meeting. If you would like to participate in public participation you may come to City Hall 2nd Floor and remain in the hall way until you are called upon. Once you speak you will be asked to leave the meeting. You may still call in for Public Participation by dialing 217-735-1612 extension 1. We ask that you keep your phone muted until you are recognized to speak by the Mayor. You may view the meeting from Channel 5 or from the city website https://lincolnil.gov/livestream

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Public Participation
- 4. Apex Clean Energy
- 5. CSO Improvements Change Order #2 in the amount of \$15,755.50.
- 6. City of Lincoln Economic Grant approval Café' Billiards \$3,599.00, Knecht Construction \$7,500.00, El Mazatlan Restaurant \$3,100.00.
- 7. Government/Municipality Credit Card
- 8. Energy Supply for Lincoln, IL Government Building and Facilities Bid Proposal The Stone River Group.
- 9. How Bird Partners with Local Communities
- 10. Discussion items for Budget F.Y. 2021/2022
- 11. Announcements:
- 12. Executive Session 2(c) (2)
- 13. Adjournment
- 14. Upcoming Meetings:

City Council: Tuesday, February 16, 2021 at 7:00pm (Holiday Monday) Committee of the Whole: Tuesday, February 23, 2021 at 7:00pm



FEB 0 5 2021

RECEIVED

Date of Issuance:

Owner:

Project:

Contractor: Engineer:

CONTRACTING DOCUMENTS Document 00 94 10 - Change Order

Change Order No. 2

nce:	Effective Date:
City of Lincoln	Owner's Contract No.:
	Contractor's Project No.:
Crawford, Murphy & Tilly, Inc.	Engineer's Project No.: 18003702-00
CSO Improvements	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Contractor shall increase pile length, add grout to effluent box and increase beam size.

Attachments: [List documents supporting change]

	CHANGE IN CONTRACT	PRICE			СН	ANGE I	N CONTRACT TIMES
					[note ch	anges i	n Milestones if applicable]
Origin	al Contract Price:			Origin	nal Contract	Times:	
				Subst	antial Comp	letion:	
\$_13,	300,000.00			Ready	y for Final P	ayment	*
							days or dates
[Increa	ase] [Decrease] from previously	approve	ed Change	[Incre	ase] [Decre	ase] fro	m previously approved Change
Orders	s No. <u>0</u> to No. <u>1</u> :			Orde	rs No to	No	_:
				Subst	antial Comp	letion:	
\$_1,3°	12.50			Ready	for Final Pa	ayment	
						-	days
Contra	ect Price prior to this Change Or	der:		Contr	act Times p	rior to t	his Change Order:
				Subst	antial Comp	letion:	
\$_ 13,3	301,312.50			Ready	/ for Final Pa	ayment	·
					2	~	days or dates
[Increa	ase] [Decrease] of this Change O	rder:		[Incre	ase] [Decre	ase] of	this Change Order:
				Subst	antial Comp	letion:	
\$_ <u>15,</u>	755.50			Ready	/ for Final Pa	ayment	:
							days or dates
Contra	ct Price incorporating this Chan	ge Orde	r:	Contr	act Times w	ith all a	pproved Change Orders:
				Subst	antial Comp	letion:	
\$ <u>13,3</u>	317,068.00						
							days or dates
	RECOMMENDED:		ACCE	PTED:			ACCEPTED:
By:	Shann Drady	By:				By:	
	Engineer (if required)		Owner (Aut	horized	Signature)		Contractor (Authorized Signature)
Title:	Project Manager	Title				Title	
Date:	February 9, 2021	Date				Date	
	2					8 8	
Approv applica	ved by Funding Agency (if Ible)						
By:					Date:		
Title:							
	/18003702-00						CSO Improvements
LINCOM	10000102-00		00 94 1	10-1			Change Order

MEMORANDUM

TO: Acting Mayor and Council of the City of Lincoln

FROM: Peggy Bateman, City Clerk

MEETING

DATE:February 9, 2021RE:Government/Municipality Credit Card

Background: Years ago The City of Lincoln acquired American Express Credit Cards. American Express charges an annual fee per card which is costing the city \$315.00 per year. The city is currently paid up with American Express until August, 2021. I would like to replace the American Express Credit Cards with Heartland Bank and Trust which is affiliated with State Bank of Lincoln. Heartland Bank Credit Card provides an option that requires no annual fee. The application process with Heartland Bank requires board minutes of approval to apply for a credit card.

<u>City Council Recommendation</u>: I ask for the approval of the replacement of City credit card from American Express with Heartland Bank and Trust to save the City from paying any annual fee.

City of Lincoln, IL 2021 Electric RFP

Quete	Date	1/20/2021
Quote	Date:	1/29/2021

Company	Term	Price	Product	Sample Contract	Customer Portal

AEP

12	\$ 0.04140	Fixed All In	Yes	Yes
24	\$ 0.04163	Fixed All In		
36	\$ 0.04204	Fixed All In		

Homefield/Dynegy

12	\$ 0.04395	Fixed All In	Yes	No	
24	\$ 0.04506	Fixed All In			
 36	\$ 0.04622	Fixed All In			

Direct Energy

12	\$ 0.04457	Fixed All In	Yes	Yes
24	\$ 0.04471	Fixed All In		
36	\$ 0.04517	Fixed All In		

Mid Amereican

12	\$ 0.04524	Fixed All In	Yes	No
24	\$ 0.04527	Fixed All In		
36	\$ 0.04549	Fixed All In		

Nordic Energy

	2 No Bid	Fixed All In	
	4 No Bid	Fixed All In	
:	6 No Bid	Fixed All In	

Constellation

12	No Bid	Fixed All In	
24	No Bid	Fixed All In	
36	No Bid	Fixed All In	

Phone: 800-828-6719 - Fax: 866-900-8141 - email: stonerivergroup@aol.com

Rate quotes are only estimates. Rate will not be locked in until contract is signed. Rates are only valid for day they are quoted. Usage is only an estimate based on historcial usage.



- Electric Supply Quote -

Account Name	City of Lincoln IL
Quote Name	City of Lincoln IL 2021 1-29-2021
Created Date	1/29/2021

Utility	Ameren	Current Supplier	AEP
Utility Default Rate	\$0.050190	Current Supply Rate	€\$0.044230

Sales Rep

Justin Cheger

Date	Supplier	Utility	Accounts	Usage	Length	Start Date	Rate	Savings Vs Utility	Savings vs Supplier
1/29/2021	AEP	Ameren	43	4,280,173.00	12	3/1/2021	\$0.041400	\$37,622.72	\$12,112.89
1/29/2021	AEP	Ameren	43	4,280,173.00	24	3/1/2021	\$0.041630	\$36,638.28	\$11,128.45
1/29/2021	AEP	Ameren	43	4,280,173.00	36	3/1/2021	\$0.042040	\$34,883.41	\$9,373.58
1/29/2021	Homefield	Ameren	43	4,280,173.00	12	3/1/2021	\$0.043950	\$26,708.28	\$1,198.45
1/29/2021	Direct Energy	Ameren	43	4,280,173.00	12	3/1/2021	\$0.044570	\$24,054.57	(\$1,455.26)
1/29/2021	Direct Energy	Ameren	43	4,280,173.00	24	3/1/2021	\$0.044710	\$23,455.35	(\$2,054.48)
1/29/2021	Homefield	Ameren	43	4,280,173.00	24	3/1/2021	\$0.045060	\$21,957.29	(\$3,552.54)
1/29/2021	Direct Energy	Ameren	43	4,280,173.00	36	3/1/2021	\$0.045170	\$21,486.47	(\$4,023.36)
1/29/2021	MidAmerican	Ameren	43	4,280,173.00	12	3/1/2021	\$0.045240	\$21,186.86	(\$4,322.97)
1/29/2021	MidAmerican	Ameren	43	4,280,173.00	24	3/1/2021	\$0.045270	\$21,058.45	(\$4,451.38)
1/29/2021	MidAmerican	Ameren	43	4,280,173.00	36	3/1/2021	\$0.045490	\$20,116.81	(\$5,393.02)
1/29/2021	Homefield	Ameren	43	4,280,173.00	36	3/1/2021	\$0.046220	\$16,992.29	(\$8,517.54)

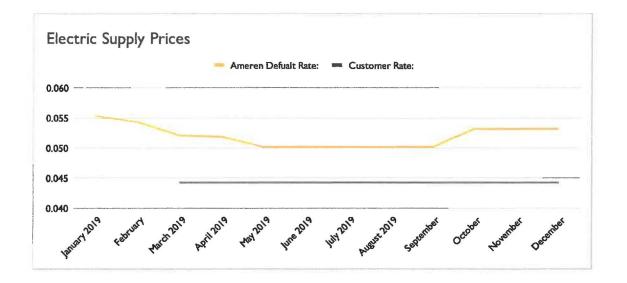
Agent Code 951350

The prices included in this quote are only good for the business day they are quoted. Prices are subject to change on daily basis. Savings are only estimates based on historical usage and are not guaranteed.



Customer:	City of Lincoln IL
Date:	1/28/2021
Annual Usage:	3642920
Number of Accounts:	43

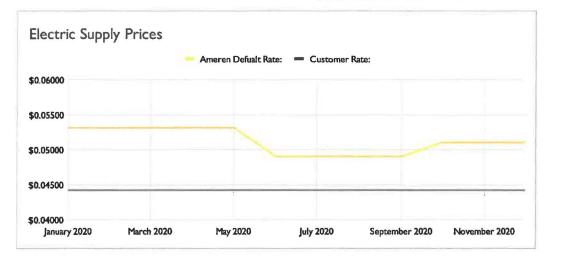
Month:	Ameren Defualt Rate:	Usage	Customer Rate:	Mon	thly Savings:
January 2019	0.05532			\$	-
February 2019	0.0543 i			\$	-
March 2019	0.05207	419704	\$0.04423	\$	3,290.48
April 2019	0.05183	393017	\$0.04423	\$	2,986.93
May 2019	0.05016	351000	\$0.04423	\$	2,081.43
June 2019	0.05016	359125	\$0.04423	\$	2,129.61
July 2019	0.05016	288597	\$0.04423	\$	1,711.38
August 2019	0.05016	307678	\$0.04423	\$	1,824.53
September 2019	0.05016	317299	\$0.04423	\$	1,881.58
October 2019	0.05315	346437	\$0.04423	\$	3,090.22
November 2019	0.05315	398470	\$0.04423	\$	3,554.35
December 2019	0.05315	461593	\$0.04423	\$	4,117.41
Average 2019	0.05198166667	3642920			
		[Total:	\$	26,667.92





Customer:	City of Lincoln IL
Date:	01/28/2021
Annual Usage:	4215139
Number of Accounts:	43

Month:	Ameren Defualt Rate:	Usage	Customer Rate:	Monthly Savings:
January 2020	\$0.05315	431230	\$0.04423	\$3,846.57
February 2020	\$0.05315	443587	\$0.04423	\$3,956.80
March 2020	\$0.05315	374040	\$0.04423	\$3,336.44
April 2020	\$0.05315	387788	\$0.04423	\$3,459.07
May 2020	\$0.05315	354678	\$0.04423	\$3,163.73
June 2020	\$0.04903	328470	\$0.04423	\$1,576.66
July 2020	\$0.04903	293842	\$0.04423	\$1,410.44
August 2020	\$0.04903	284173	\$0.04423	\$1,364.03
September 2020	\$0.04903	312353	\$0.04423	\$1,499.29
October 2020	\$0.05103	300275	\$0.04423	\$2,041.87
November 2020	\$0.05103	329856	\$0.04423	\$2,243.02
December 2020	\$0.05103	374847	\$0.04423	\$2,548.96
Average	\$0.05198	351262	\$0.04423	
-		[Total:	\$30,446.87



1058010 840		and the second se		and the subscription of	and the subscription of th		and the second se		and the second se		the second s			the second s		and the second se	Concession of the local division of the loca	in the second					ovember 2020 De		2020 Yotal
	9 6th St Parking Lot 3 N Chicago Ambrack	590 2.244	558 1,463	495	818 1.554	495	514 1.697	583	686	749	882 2,743	6,167 18.812	716	745 2.678	580	613	503 1,338	720	500	560	651	642	1,082	1,157	6,449
								1,735					2,814		1,996	1,539		1,664	1,938	1,968	1,714	1,396	1,738	2,774	23,305
	S Logan St Traffic Light	177	185	198	182	192	196	87	180	197	197	1,791	197	185	178	197	186	184	208	182	185	192	185	210	2,287
	2 Woodlewn Traffic Light	500	491	501	475	477	560	535	582	809	648	5,376	550	548	607	512	501	537	507	564	581	692	730	902	7,229
	36 N Kickapoo Wastwater	2,158	2,038	2,034	1,583	1,064	831	683	1,022	1,965	1,897	15,473	2,440	2,109	1,873	2,224	2,038	1,102	1,026	827	782	830	1,129	1,424	17,813
	5 5th St Traffic Light	221	245	238	260	234	240	230	243	228	258	2,395	216	287	240	228	251	242	231	258	228	229	243	243	2,689
	W Kickapoo St Gewer	313,867	288,291	261,751	278,401	219,283	237,378	249,314	263,043	285,449	337,278	2,734,895	304,280	331,572	279,491	279,491	279,361	261,917	232,255	222,142	247,532	231,806	244,208	263,507	3,177,650
	Broadway St Lights	1,712	1,504	1,566	1,454	1,496	1,622	1,839	2,074	2,382	2,383	16,302	2,238	1,863	1,767	1,638	1,465	1,454	1,603	1,718	1,839	2,220	2,216	2,530	22,549
	N Hamilton Garage	570	820	974	383	483	821	740	539	985	1,338	7,480	1,361	1,383	1,249	1,389	1,175	747	823	1,000	1,054	949	1,050	1,088	13,078
	98 Woodiawn Traffic Light	241	248	284	251	241	258	240	247	265	282	2,538	250	240	281	238	241	247	232	235	233	259	293	400	3,127
44893852 700	and the part of the second	2,266	2,161	2,120	2,106	1,836	2,074	2,217	2,348	3,138	4,932	25,198	3,077	2,381	1,308	1.054	903	784	876	854	989	1,065	1,212	2,300	10,605
	20 St 11 St Traffic Light	497	454	437	405	408	483	480	563	677	721	5,145	624	542	534	196	181	198	178	320	478	588	545	615	4,997
26632172 100	00 5th St Traffic Light	822	633	554	580	547	605	631	753	748	658	8,531	715	736	638	566	588	545	546	851	635	709	797	612	7,938
	98 Woodlawn Rd Ught	3,087	2,888	2,767	2,533	2,462	3,085	3,002	3,392	3,887	3,683	30,964	3,212	1,997	1,940	1,596	1,444	1,538	1,511	1,748	1,670	2,334	2,342	2,705	24,235
	07 Hickox Dr Tropics Sign	1,353	1,374	1,486	1,290	1,303	1,381	1,201	1,238	1,355	1,438	13,405	1,268	1,208	1,382	1,238	1,291	1,313	1,158	1,257	1,179	1,319	1,231	1,394	15,218
523096040 820	0 N Adams Meirose Park	0	0	0	D	D	٥	o	٥	o	0	D	0	0	0	O	٥	0	٥	0	٥	0	0	0	٥
523700002 825	5 N Union St Sewer	8,878	6,913	4,987	4,439	1,301	2,159	2,121	3,568	3,218	4,689	44,277	6,085	5,384	4,425	7,816	4,622	1,652	1,537	1,656	1,384	1,788	1,547	1,946	39,622
27064001 280	00 Woodlawn Rd Light	628	614	627	551	565	656	850	771	816	828	6,664	705	648	656	548	548	574	556	57	538	864	682	800	6,974
73620652 100	7 Woodlewn Union Light	907	845	797	853	784	843	808	917	942	1,083	8,877	902	942	858	834	751	808	609	718	696	795	964	1,137	9,612
47044008 130	02 Woodlawn Taylor Light	614	583	624	498	495	575	554	611	884	735	5,974	845	637	710	585	550	587	552	610	636	783	751	851	7,857
56120004 310	01 Woodlewn Light	448	444	489	448	428	470	423	470	524	586	4,686	518	489	475	306	417	460	405	419	396	483	513	636	5,601
101 407373 225	9 N Kickapos Postvili Park	208	130	138	150	143	147	207	75	71	67	1,422	80	64	61	103	132	150	148	138	111	93	65	63	1,209
884802812 803	3 Keokuk Logan Light	003	552	584	538	538	642	813	672	780	742	8,268	667	615	637	568	635	586	554	609	814	637	660		6,680
73109009 130	01 5th St Postville Park	0	0	82	0	0	o	22	0	0	0	104	D	0	D	0	0	0	0	ò	0	0	0	0	D
000517009 14	70 Loop 55 Bewer	9,378	9,630	9,264	9,235	7,830	5,894	5,219	5,742	8,969	9,417	60,388	9,835	8,916	7,365	8,958	8,483	6,537	3,708	5,360	4,581	4,669	5,627	7,962	80,328
061717008 28	17 Woodbrwn Burwall Sewer	2.073	2,094	1,932	1,704	1,361	1,503	1,408	1,005	1,877	2,213	17,580	2,209	2,108	2,087	2.033	1,589	1,413	1,210	1,093	1,166	1,312	1,382	1.703	19,285
354570413 70	0 N Kickapoo Light	516	512	562	478	479	488	571	647	685	663	5,479	631	628	624	507	551	470	537	508	598	601	738	664	7,345
90928018 10	1 N Chicego St Depot	2,978	2,924	4,881	7,322	10,031	8,344	6,970	2,891	2,834	2,750	51,725	2,723	2,603	2,037	2,132	1,176	8,298	7,162	5,456	3,653	2,574	2,339	2,180	40,342
748992007 Fel	Idman Westwater Sewar	757	825	565	488	284	328	333	617	594	708	5,397	823	738	679	953	461	304	320	321	385	526	608	789	6,908
223214253 53	8 Woodlewn Light	290	297	324	317	309	328	283	312	344	336	3,150	301	254	290	293	303	319	324	304	279	305	299	362	3,663
231411453 411	5 Broadway Light	396	379	315	317	362	367	393	665	1,328	713	5,236	317	232	227	195	180	168	189	220	255	264	788		3.044
452248000 16	07 N Jefferson St Sewer	1,278	1,395	1,227	1,175	857	1,101	687	1,085	1,086	1,241	11,314	1,167	648	625	716	519	455	363	253	149	533	294	415	0,135
540265094 12	0 N Kickspoo	18	20	19	22	19	20	18	32	83	15	268	18	18	15	18	18	18	17	19	18	17	49		228
872040852 50	8 Broadway St Lights	545	522	436	409	458	468	812	577	700	839	5,584	697	373	210	182	164	151	147	155	203	206	240	285	3.013
707280017 71	0 5th 6l Police St	28,304	24,007	20,798	20,855	18,292	19,723	19,125	26,680	38,584	40,138	256,518	41,958	37,705	31,475	25,777	21,271	20,579	18,989	19,988	24,350	22,990	33,439	48,975	345,596
783889009 20	00 N Kickapoa Mayfalr Sewer	4,751	3,929	3,937	2,968	1,220	1,027	1,191	1,443	3,000	3,660	26,626	5,257	4,327	3,470	4,471	3,831	1,401	1,230	1.037	1,045	1,248	1,940	2,835	32,092
	3 Limit St Garage	1,760	6,200	5,240	4,080	4,840	4,280	4,080	6,320	6,680	6,520	48,000	7,280	6,880	6,200	5,980	5,280	4,720	4,980	5,040	5,060	6,360	6.520	7,040	71.320
	O1 Hickox Dr Lights	549	448	579	534	531	627	591	638	724	783	8.082	651	660	752	873	655	702	857	737	760	801	662	1.009	9.069
	00 Woodlawn Zion Sewar	2,339	2,354	1,963	1,854	1,085	1,172	1,127	1,621	2,208	2,199	17.932	2,053	2,088	1,903	2,262	1.643	1.428	1.314	1,235	1,196	1.319	1,311	1.886	19.638
	9 Palmer Ave Sewer	11,881	12.568	6.565	5,605	2.587	2,703	2,836	6,103	8,258	10,957	71,021	13,262	10,250	8.475	14,150	8.047	3.311	3.139	2.441	2,371	3,885	5.539	8.812	63,482
	09 Putuski St Sewer	9.049	9,039	6,803	3.031	1.025	1,291	1,685	4,200	4,881	P.108	50,000	7,698	7,187	5,100	14,302	2.970	1.643	1,265	1,196	1.324	1,493	2,618	3,321	50,117
	7 Brosdwell Landwaste	48	22	41	34	42	21	24	92	158	67	547	75	54	30	15	20	30	34	33	24	92	2,010	5,521	481
	1 Heitman Lights	506	501	499	490	448	558	624	703	806	858	5,960	732	628	620	556	527	52	8.24	576	591	708	695	806	7,532
	Totals	419,704		351,000	359,125	288,597	307.678	317,299	348,437	398,470	481.583	3.842.920	431,230	443.587	374.040	387,788	354.678	328,470	293,842	284,173	312,353	300,275	329,865	374,847	
	1 Marca	410,104	383,017	301,000	309,120	200,00/	301,010	311,200	340,407	380,470	401,083	3,0-12,020	401,200	440,001	3/4,040	301,100	204,010	360,470	200,042	204,173	312,000	300,275	328,005	3/4,04/	4,215,148
	2019 Usage	3,642,920																							
	Tolo meelle	3,046,020																							



How Bird Partners with Local Communities

Bird works closely with local government agencies to bring convenient, sustainable transit to communities with stand-up electric scooters, which can be rented for short trips using the Bird Mobile App. Our mission is to get people out of cars, reduce traffic and bring communities together by providing an affordable, environmentally-friendly transit alternative.



Cities who partner with Bird benefit from our Industry-leading approach:



Clean, equitable, transportation options



Safest vehicles with advanced detection



Smart technologies to eliminate concerns



Opportunities for local entrepreneurs



Hyperlocal operations

How it works

Through the Bird smartphone app, riders can see the closest Bird scooter on a map, unlock it, complete the safety tutorial and ride directly to their desired destination. It costs \$1 to start, then a per minute fee.

Find Birds on the map

Scan QR to begin ride

- Watch safety tutorial
- Enjoy the ride





THE BIRD LOCAL ADVANTAGE:

By Locals, For Locals

When Bird comes to town, we work with a local entrepreneur from the community to manage the fleet on the ground. They make money on every ride taken on the scooters that they manage. We provide the tools, operational experience and technology to help them be successful; and they provide the local pride, knowledge and expertise to cater the program to the community.

What Cities Are Saying

"We're a relationship-based city and Bird works with us to understand our unique needs and challenges. With any new technology, we anticipate a steep learning curve. Bird stands out by being responsive, responsible and respectful of our community."

Virginia Korte Council Member, Scottsdale





"The Rider Incentives and your fleet managers on the ground seem to be doing a good job managing the devices, fleet rebalancing, and overall user parking performance. Keep up the great work and thank you for the partnership!"

Alyssa Muto Deputy Director of Environment & Mobility

Planning, San Diego





Bird Introduction



2020



What is Bird?

Bird is a last-mile, stand-up electric vehicle sharing company dedicated to bringing affordable, environmentally-friendly transportation solutions to communities everywhere.

Our mission is to get people out of cars and:







Solve the last-mile problem and connect more residents to transit options. Reduce congestion and over-reliance on cars Improve air quality and reduce GHG emissions Improve the overall quality of life in cities

How it works

FIND BIRDS

ON THE MAP

Using the Bird smartphone app, riders find the closest Bird scooter on a map, unlock it and complete the safety tutorial to start their ride. It costs \$1 to start, then a per minute fee.

2

SCAN QR TO

BEGIN RIDE



Confidential and proprietary information 3

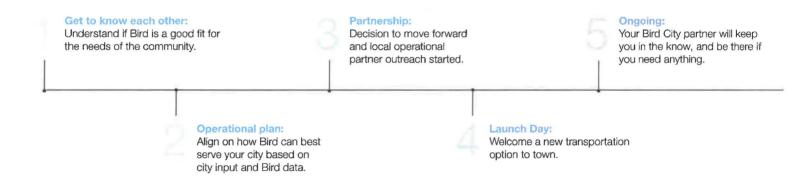
BIRD

1

Our Approach

We partner closely with cities to design solutions

that work for our communities at **no cost**.



BIRD

Our Approach

We work with a local entrepreneur from the community to manage the fleet on the ground, and in exchange they earn money on each ride.

How cities benefit:

Local Touch:

 Deep community ties, local pride, and fast issue resolution

 Nuanced knowledge of where to deploy

Economic Opportunity

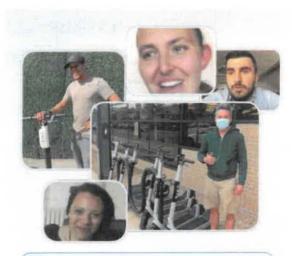
BIRD

Backed by the Industry Leader:

World-class technology & compliance tools



Industry's Safest Vehicles



I like being my own boss, the flexibility of setting my own schedule and being able to hire my nephew because he also needed a job. I also like being part of the growing micromobility industry. It's in line with my values regarding city transportation solutions.

- Mark, Azbri Productions, Nashville

The Local Impact



56%

of rides connected to a local businesses

G

\$70K+

average take-home earnings from local entrepreneurs partnering with Bird.

16%

more jobs accessible

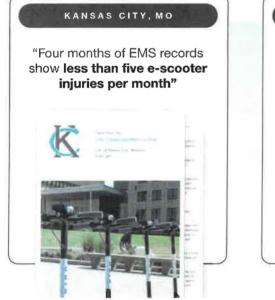
BIRD



Safety First

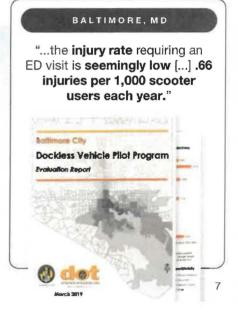
SHARED E-SCOOTERS ARE AS SAFE AS BIKING

Across numerous city and 3rd party reports on e-scooter safety, once the injuries were seen in the context of the tens of millions of trips that were taken, shared e-scooters were found to be as safe as, or safer than biking:



"e-scooters have risks similar to other parts of the transportation system."

PORTLAND, OR



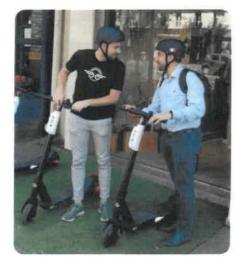
Bird Leads on Safety

Innovative offerings like Helmet Selfie and Warm-Up Mode



BIRD

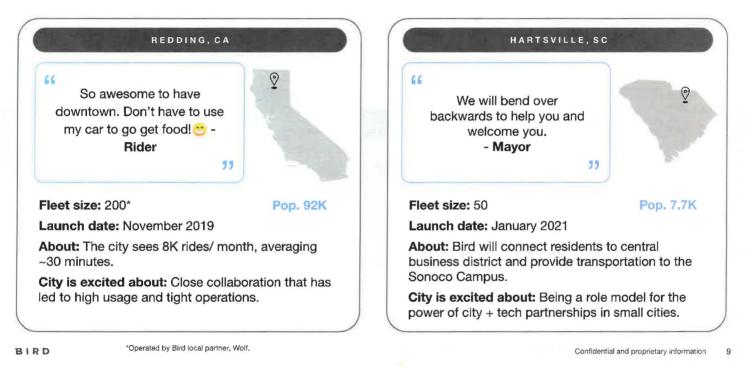
Community Engagement & Education



Industry-leading Vehicle Design



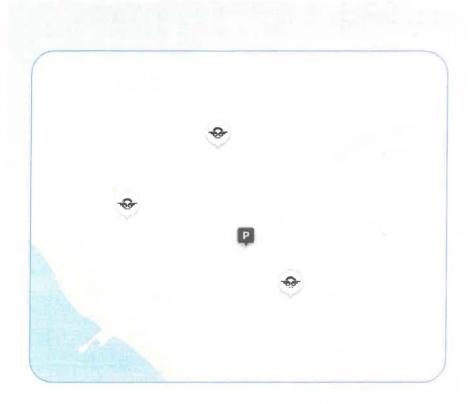
See what communities are saying:



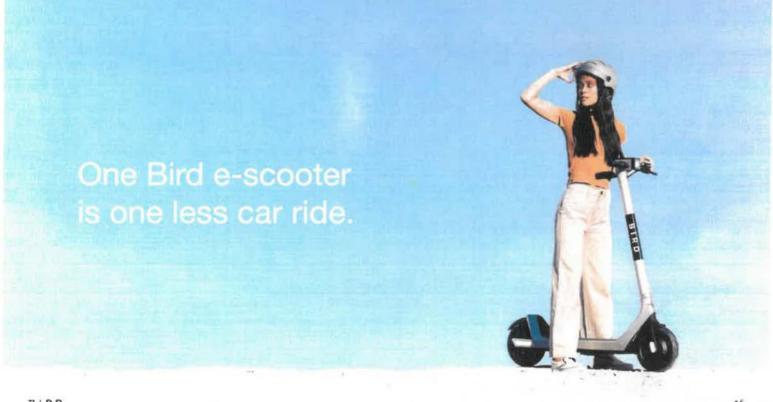
Proposal

Our team would be happy to put together details for your city

- Launch Date: Q
- I Local Partner Onboarded:
- # of Vehicles:
 - **Staging locations:**
 - Key staging areas:
 - **Prohibited Areas:**



BIRD



BIRD

EJDK's 01.29.2021 DRAFT MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding, dated the _____day of ______, 2022, is to memorialize the agreement between the City of Lincoln, IL (hereinafter referred to as "City") and Bird Rides, Inc.

NOW, THEREFORE, the parties outlined above do hereby freely and voluntarily agree as follows: City will permit Bird Rides, Inc. to provide services under the following terms and limitations. This agreement shall remain in effect until February_____, 2022, unless terminated as set forth below.

AGREEMENT

1) Scope: This Agreement and its terms apply to any proposed deployment of Stand-up electric scooter sharing systems within the City of Lincoln, IL's jurisdictional boundaries. No person shall deploy a Stand-up electric scooter sharing system in the City in violation of this Agreement.

2) Stand-up electric scooters shall be governed by the rules applying to bicycles and are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up electric scooters shall be 18 or older. Users of Stand-up electric scooters who violate these provisions may be fined by the City, consistent with fines for cyclists.

3) Bird Rides, Inc. shall provide easily visible contact information, including toll-free telephone number and/or e-mail address on each Stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices.

4) Hours of operation: Stand-up electric scooters will be made available to rent daily from 4 a.m. to midnight (local time).

5) Bird Rides, Inc. shall provide a minimum of 100 vehicles at launch.

6) Safety Education: Bird Rides will provide materials, videos, signage to promote safe riding and educate riders on rider responsibilities and encourage safe and courteous riding and parking.

7) Data sharing: Bird Rides, Inc. will provide data to the City, as necessary, to assist with monitoring program usage.

8) Indemnification: Bird Rides, Inc. agrees to indemnify, defend and hold harmless the City and the City's employees, agents and affiliates) from and against all actions, damages or claims brought against the City arising out of Bird Rides, Inc.'s negligence or willful misconduct, except that Bird Rides, Inc.'s indemnification obligation shall not extend to claims of the City or City's employees', agents' or affiliates' negligence or willful misconduct. The City expressly acknowledges that in no event shall Bird Rides, Inc. be liable for any special, indirect, consequential or punitive damages. Bird Rides, Inc.'s indemnification obligations shall survive for a period of one (1) year after expiration of this Agreement. Bird Rides, Inc. shall be released from its indemnification obligations under this section if the loss or damage was caused by the City's negligent construction or maintenance of public infrastructure. The City's right to indemnification shall be contingent on the City notifying Bird Rides, Inc. promptly following receipt or notice of any claim; Bird Ride, Inc. shall have sole control of any defense; the City shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Bird Ride, Inc.

9) Insurance: Bird Rides, Inc. shall provide the City with proof of insurance coverage exclusively for the operation of Stand-up electric scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; and (c) where Bird Rides, Inc. employs persons within the City, Workers' Compensation coverage of no less than the statutory requirement.

10) Notices: All notices and communications to the City from Bird Rides, Inc. shall be made in writing (includes electronic communications) and sent to the address below.

11) Either party may terminate this agreement at any time and without cause upon (30) days prior written notice.

12) In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

13) The parties acknowledge that Bird Rides, Inc. may utilize independent business logistics providers to facilitate local operations. Bird Rides, Inc.'s use of these logistics providers does not constitute a transfer or assignment of this Agreement, and Bird Rides, Inc. remains responsible for all obligations and requirements under this Agreement.

14) This agreement shall be governed by and construed in accordance with the laws of the state.

15) The term of this Memorandum of Understanding shall be from February ____, 2021 through February ____, 2022, and shall automatically renew annually each February____, ____, thereafter unless terminated as outlined herein. Revisions to the Memorandum shall be made in writing and signed by both parties hereto.

City of Lincoln, Illinois

Bird Rides, Inc.

Recommended By:

Signature:	Signature:									
Print Name:	Print Name:									
Title:	Title:									
Signed this the day,, 2021	Signed this the day,, 2	021								
Approved By:										
Signature:	Signature:									
Print Name: Tracy L. Welch,	Print Name:									
Title: Acting Mayor/Ward I Alderman	Title:									
Signed this the day,, 2021	Signed this the day,, 2	021								