



# CITY OF NORMAN, OK CITY COUNCIL COMMUNITY PLANNING & TRANSPORTATION COMMITTEE MEETING

Municipal Building, Executive Conference Room, 201 West Gray, Norman,  
OK 73069

Thursday, September 23, 2021 at 4:00 PM

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## AGENDA

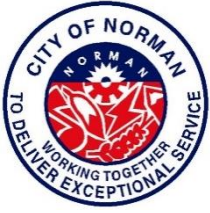
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### CALL TO ORDER

### AGENDA ITEMS

1. Public Transit Ridership Report
2. Continued Discussion Regarding Protected Bicycle Lanes
3. Discussion Regarding Motorized Scooters (E-Scooters)

### ADJOURNMENT



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 09/23/21

**REQUESTER:** Taylor Johnson

**PRESENTER:** Taylor Johnson, Public Transit Coordinator

**ITEM TITLE:** Public Transit Ridership Report

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**MEMO TO:** Council Community Planning and Transportation Committee

**FROM:** Taylor Johnson, Transit and Parking Program Manager

**THROUGH:** Shawn O'Leary, P.E., CFM, Director of Public Works

**DATE:** September 23, 2021

**SUBJECT:** Public Transportation Monthly Report

### Purpose

The Public Transportation Monthly Report is meant to provide updates to City Council on public transit related items. In addition to the updates provided below, attached is the EMBARK Norman Performance Report for the previous month. The Performance Report provides updates on key metrics associated with the operations of the transit system.

### Updates

- Public Transportation Ride Alongs with City Staff
  - Each Friday since August 13, a City staff member has been riding route 110 on its 10am trip throughout Norman. These Ride Alongs were created as an opportunity for anyone interested in public transportation to join staff for a bus ride and ask questions. Since the Ride Alongs began, staff members from the City, Norman Regional Health System, and elected officials have participated. The last Ride Along will be September 24, however, City staff are always available to schedule a ride along with anyone that is interested at any time. Below is the information concerning the last Ride Along on September 24.
    - While you can catch the bus anywhere along the route, staff will be boarding the bus at stop 4117-Webster Avenue at Tonhawa Street (just outside the west entrance to the old central library at 225 N Webster Avenue) at approximately 10:06am each Friday (it is recommended that you be at the bus stop at least 5 minutes early). Interested individuals are welcome to join staff to ask questions and to get a feel for public transportation in Norman.
    - While an RSVP is not required, it is encouraged to avoid any potential issues with capacity on the bus. You may RSVP to Taylor Johnson, Transit and Parking Program Manager, at 405-217-7721 or [taylor.johnson@normanok.gov](mailto:taylor.johnson@normanok.gov).
    - Public transportation in Norman is fare free, but please note that a mask is required to use public transportation as directed by the Transportation Security Administration (TSA) until January 18, 2022, unless extended. Disposable masks will be available on the bus if you do not bring your own.
- Public Transportation Response to COVID-19
  - Current Service Changes & Policies
    - Limited Passenger Capacity on Vehicles
    - Suspended Route 144-Social Security
    - Mandatory Face Coverings
      - Federal requirement now extended to January 18, 2022
  - Enhanced Cleaning of Vehicles including Fogging
  - Operator Barriers Installed on Every Vehicle
- Go Norman Transit Plan (City of Norman Transit Long Range Plan Update)
  - The Go Norman Transit Plan was approved by resolution by Council at its June 22<sup>nd</sup>, 2021 meeting. Staff are continuing exploratory work on the next steps as recommended in the plan.

office memorandum

# office memorandum

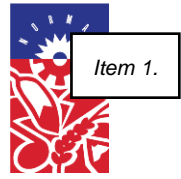
- Transit Operations and Maintenance Facility
  - Progress continues to be made on the construction of the new facility on north base. The contractor's activities this month were as follows:
    - Final grading of parking lot
    - Site utility installation continues
    - Began installation of sheet rock
    - Mechanical, electrical, and plumbing installation continues
    - Began Installation of roof curbs for HVAC units
    - Began installation of concrete bases for light poles in parking lot
    - Door and window frame installation complete
    - Began installation of roll up doors
    - Began installation of glazing for both buildings
  
- Grants
  - Staff continue to program and draw down on grants to reimburse the City for eligible public transit expenses. This includes the annual Federal Transit Administration (FTA) grant for general expenses as well as the CARES Act grant for the new facility that will house the transit maintenance and operations activities on Northbase.
  - The City is currently in the process of purchasing 2 battery electric busses. Staff anticipates receiving these vehicles in August/September 2022. Below is background information on both battery electric bus projects:
    - An authorization to purchase the City's first battery electric vehicle, a transit bus, was approved at Council's May 25, 2021 meeting. A purchase order was issued on May 27, 2021 to the manufacturer. Approximately 50% of the vehicle purchase price will be reimbursed through a grant received from Oklahoma Department of Environmental Quality through the Volkswagen Settlement Fund.
    - An authorization to purchase the City's second battery electric transit bus was approved at Council's August 10, 2021 meeting. A purchase order was issued on August 13, 2021 to the manufacturer. Approximately 70% of the vehicle purchase price will be reimbursed through a grant received from the FTA's 2021 Low- or No-Emission Vehicle Program. The City's project was 1 of 49 projects selected in the nation.
  - Staff are beginning to compile data to complete the City's second National Transit Database Report. Each transit agency in the country receiving federal funds are required to submit the report with data covering the previous fiscal year. Data points include financials, fleet and facilities inventory, and operation performance metrics.
  
- Fleet Maintenance & Vehicle Procurement
  - City Fleet Maintenance staff continue to ensure that the transit fleet is in operational condition each morning for line up, despite the age of the vehicles. This not only includes mechanical maintenance, but also fueling, cleaning, and sanitizing activities which are performed at night at the conclusion of service.
  - 19 out of 28 of the revenue vehicles used in the City's transit fleet have met their useful life and are eligible to be retired according to FTA requirements.
  - Staff are continuing to work to identify other avenues of funding to purchase transit vehicles, as shown with the electric vehicle purchases.

## Conclusion

Thank you for your review of these updates and attached report. Staff are available to answer any questions.

## Attached:

EMBARK Norman Performance Report for August 2021



# PERFORMANCE REPORT

## Transit System Report

August 2021

### Purpose

The Transit System Report provides a summary of both internal indicators and performance measures used to evaluate the performance of the EMBARK transportation system for the City of Norman. The internal indicators are mainly used by staff to compare performance to previous periods whereas, the performance measures having

specific targets are more outcome-based and are included in EMBARK's strategic business plan to help demonstrate accomplishments given the resources that are provided. The internal indicators and performance measures included in this report address ridership, dependability, safety and align with EMBARK's mission.

### Total Ridership

Total ridership for EMBARK Norman in August 2021 was 22,426, compared to 20,174 in July 2021. The average total daily ridership was 863 for August 2021 and 776 for July 2021, a 11.16% increase. Fiscal-year-to-date ridership is 42,600 passengers, a 27.41% increase from the August 2020 YTD total of 33,436.

The fixed-route service totaled 20,789 for August 2021 compared to 18,520 for July 2021. Average fixed-route daily ridership for August 2021 was 800, and 712 for July 2021, a 12.25% increase. Passengers with bicycles or similar means of travel totaled 824, compared to 697 for July 2021. Passengers with wheelchairs or other mobility devices totaled 435, compared to 458 for July 2021.

PLUS ridership totaled 1,637 for August 2021, compared to 1,654 for July 2021. The average daily total PLUS ridership was 63 for August 2021 and 64 for July 2021, a 1.03% decrease. Passengers with wheelchairs or other mobility devices totaled 397 for August 2021 and 347 for July 2021, a 14.41% increase.

Norman Transit Services	Aug FY22	+/- Aug FY21	+/- Jul FY22
<b>Fixed Routes (M-F)</b>	<b>19,112</b>	<b>28.51%</b>	<b>15.31%</b>
110 - Main Street	3,967	12.76%	-3.27%
111 - Lindsey East	7,839	39.16%	36.35%
112 - Lindsey West	2,521	18.92%	14.07%
120 - West Norman	134	-35.58%	-11.26%
121 - Alameda	4,651	42.06%	6.58%
144 - Social Security	0	0.00%	0.00%
<b>Fixed Routes (Sat)</b>	<b>1,677</b>	<b>98.70%</b>	<b>-13.78%</b>
110 - Main Street	391	114.84%	-27.73%
111 - Lindsey East	576	68.91%	-2.70%
112 - Lindsey West	268	127.12%	-10.67%
121 - Alameda	442	117.73%	-13.67%
<b>PLUS ADA Service</b>	<b>1,637</b>	<b>22.07%</b>	<b>-1.03%</b>
PLUS (M-F)	1,566	20.55%	-0.82%
PLUS (Sat)	71	69.05%	-5.33%
Bikes	824	25.04%	18.22%
Wheelchair	435	43.09%	-5.02%
PLUS Wheelchair	397	48.13%	14.41%

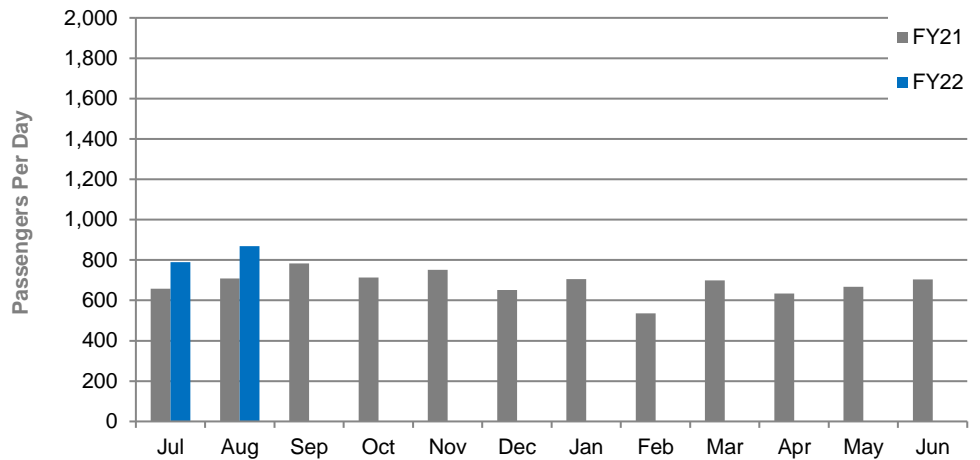
Saturday ridership for Norman started on August 15, 2020. As a result, year-over-year comparisons for that category will favor August 2021. On June 11<sup>th</sup>, capacity was expanded, allowing six additional passengers per vehicle.

### Fixed Route Weekday Ridership

Total fixed-route weekday ridership for August 2021 was 19,112, a 15.31% increase from 16,575 in July 2021. Average weekday passenger ridership totaled 869 in August 2021, a 10.06% increase compared to 789 for July 2021. Average ridership increased 22.67% compared to 655 passengers in August 2020. The average RPSH was 13.01.

Route 144 was not operated due to the ongoing COVID outbreak. Classes at OU began on August 23<sup>rd</sup>.

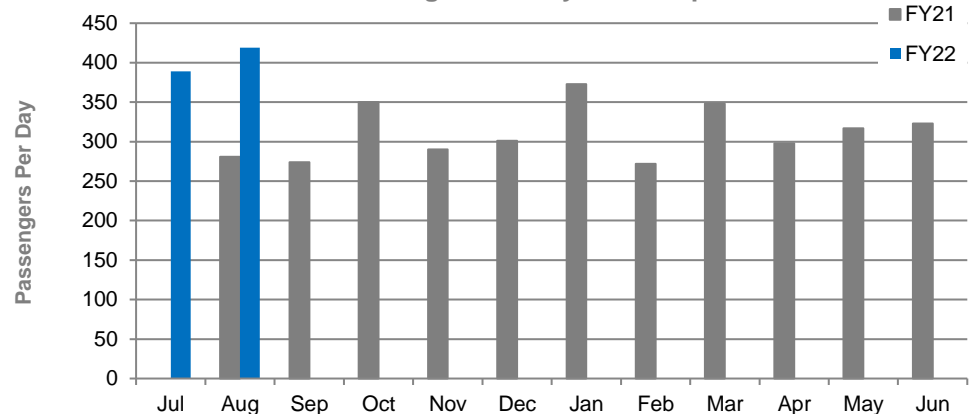
**Norman Fixed-Route**  
Average Weekday Ridership



### Fixed Route Saturday Ridership

Total fixed-route Saturday ridership for August 2021 was 1,677, a 13.78% decrease over 1,945 for July 2021. Average weekend passenger ridership totaled 419 for August 2021, a 7.78% increase, compared to 389 for July 2021. The average RPSH was 11.85.

**Norman Fixed-Route**  
Average Saturday Ridership

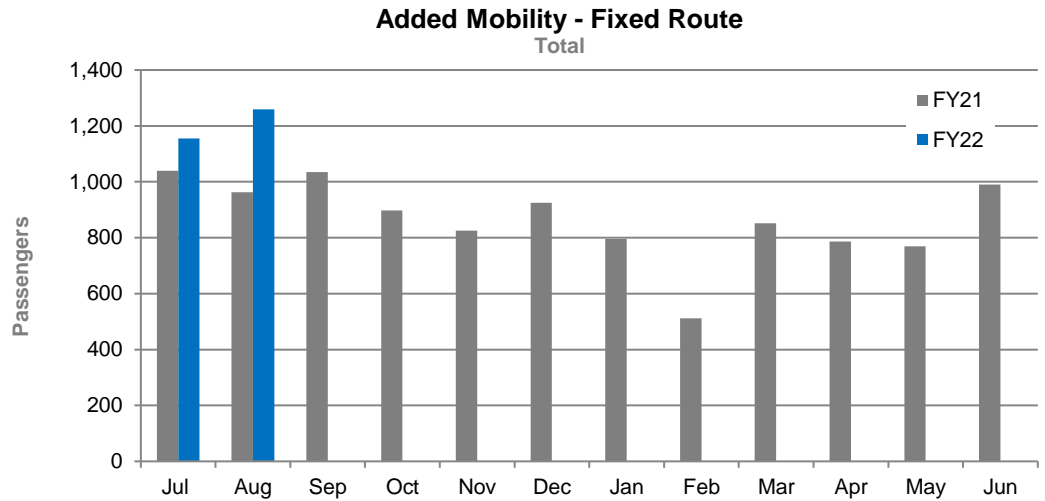


**Added Mobility – Fixed Route**

Total passengers with added mobility, such as bikes and wheelchairs, totaled 1,259 for August 2021, a 9.00% increase from 1,155 in July 2021, and a 30.74% increase from 963 in August 2020.

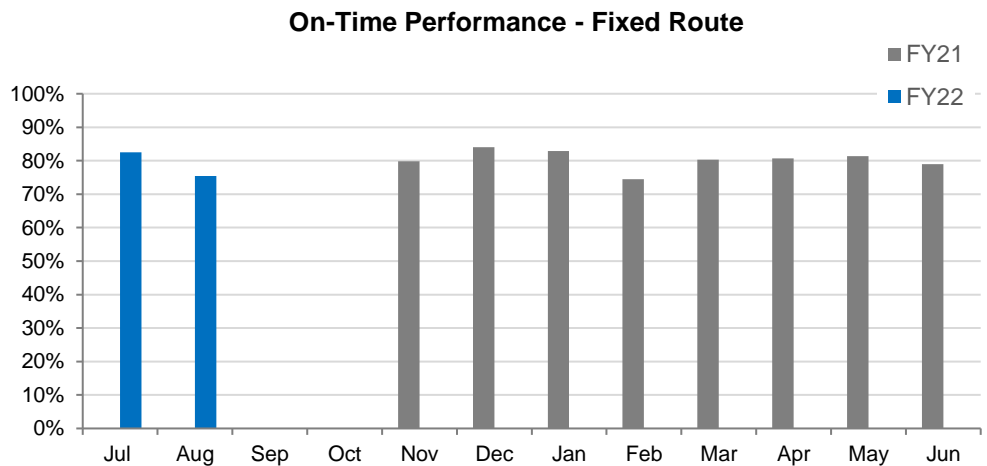
Bike passengers totaled 824, a 18.22% increase from 697 in July 2021 and a 25.04% increase from 659 in August 2020.

Wheelchair passengers totaled 435, a 5.02% decrease from 458 in July 2021, and a 43.09% increase from 304 in August 2020.



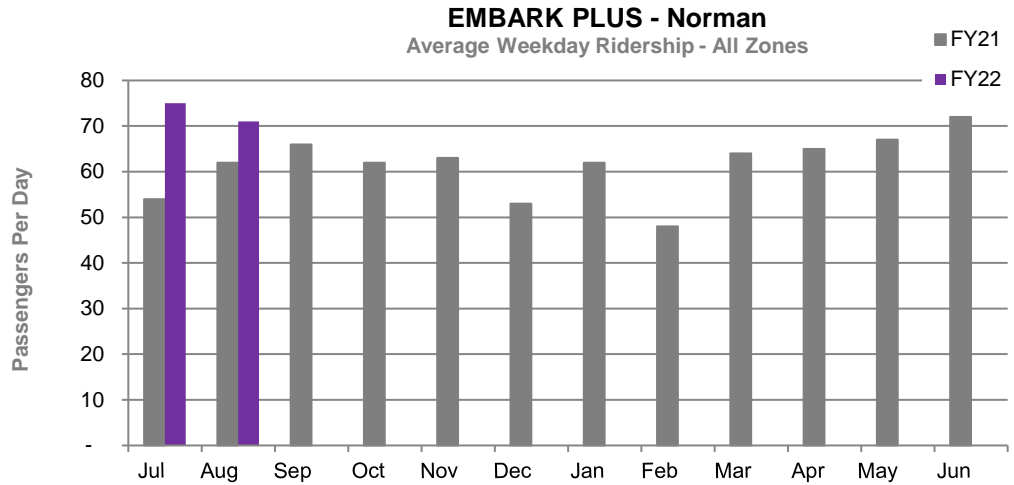
**On-Time Performance – Fixed Route**

Cumulative on-time performance for fixed-route buses was in 75.4% August 2021, a 7.10% decrease from 82.5% in July 2021. As fixed-route on-time performance was first reported in November 2020, comparable year-over-year data is not available.



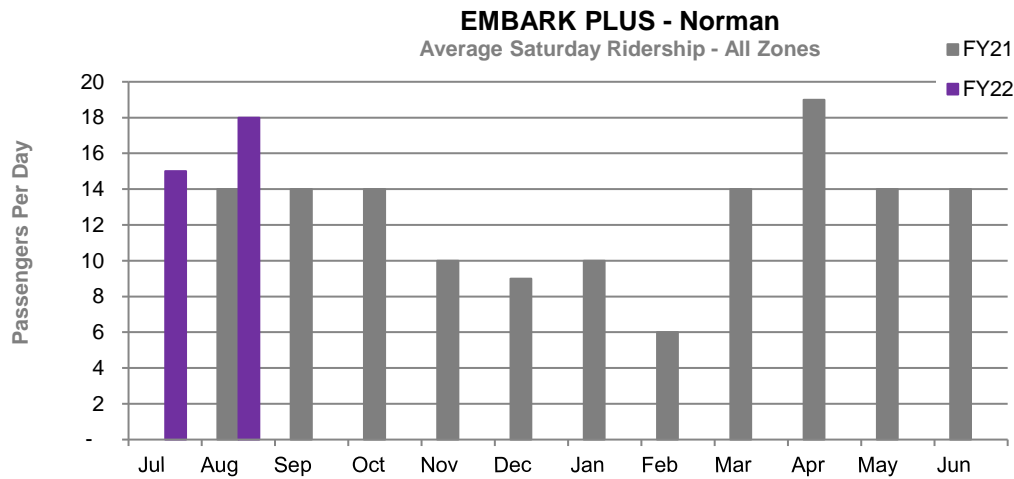
**PLUS Weekday**

Total PLUS weekday ridership for August 2021 was 1,566, a 0.82% decrease from 1,579 in July 2021 and a 20.55% increase from 1,299 in August 2020. Average weekday passenger ridership totaled 71 for August 2021, a 5.33% decrease from 75 for July 2021 and a 15.07% increase from 62 for August 2020. RPSH was 0.63.



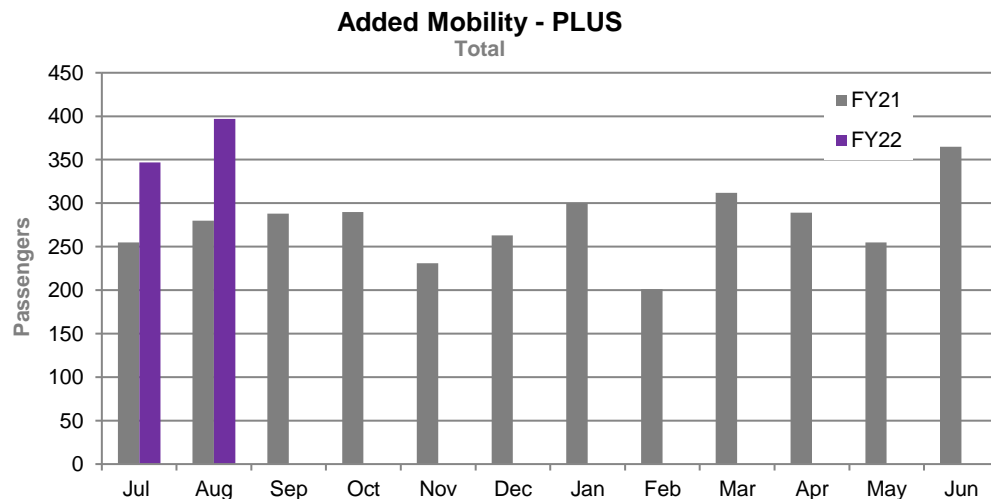
**PLUS Saturday**

Total PLUS Saturday ridership for August 2021 was 71, a 5.33% decrease from 75 in July 2021. Average Saturday passenger ridership totaled 18 for August 2021, a 18.33% increase from 15 in July 2021 and a 26.79% increase from 14 in August 2020. RPSH was 1.18.



**Added Mobility - PLUS**

PLUS passengers with added mobility totaled 397 for August 2021, a 14.41% increase from 347 in July 2021, and a 48.13% increase from 268 in August 2020.



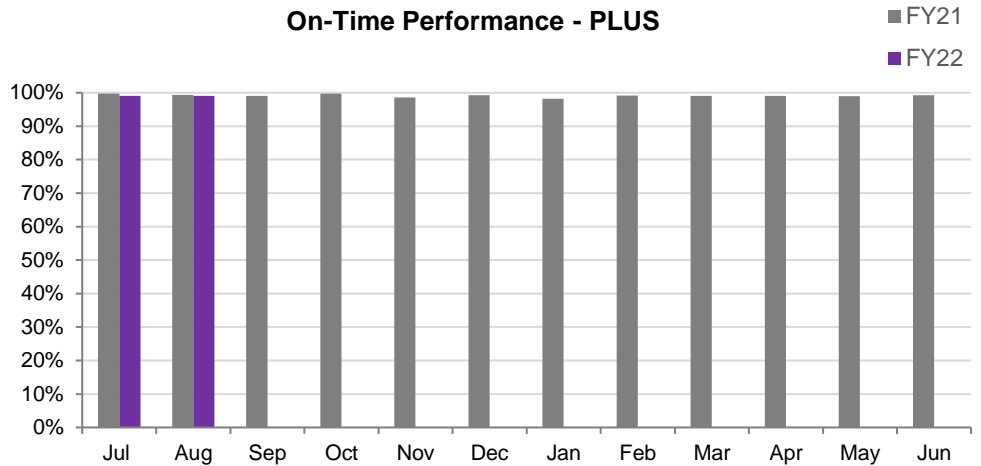


**On-Time Performance - PLUS**

Cumulative on-time performance for PLUS buses was 99.05%, a 0.01% decrease from 99.06% in July 2021 and a 0.33% decrease from 99.38% in August 2020.

Weekday on-time performance in the primary zone was 98.91%, a 0.44% decrease from 99.35% in July 2021 and a 0.39% decrease from 99.29% in August

2020. Weekday on-time performance in the secondary zone was 99.37%, a 0.69% increase from 98.69% in both July 2021 and a 0.25% decrease from 99.62% in August 2020. Saturday on-time performance was 100.00%, a 4.84% decrease from 95.38% in July 2021 and no change from August 2020.



<b>PLUS Weekday Service Summary</b>	Aug FY22	+/- Aug FY21	+/- Jul FY22		<b>PLUS Saturday Service Summary</b>	Aug FY22	+/- Aug FY21	+/- Jul FY22
Total Passengers	1,566	20.55%	-0.82%		Total Passengers	71	69.05%	-5.33%
Total Trips	1,507	20.66%	-1.44%		Total Trips	65	71.05%	0.00%
Trips Daily Average	71	27.39%	-5.33%		Trips Daily Average	16	28.29%	25.00%
Trips Requested	1,190	-4.72%	-2.70%		Trips Requested	65	54.76%	0.00%
Denied Trips	0	0.00%	0.00%		Denied Trips	0	0.00%	0.00%
Capacity Denials	0	0.00%	0.00%		Capacity Denials	0	0.00%	0.00%
No Show	20	-9.09%	17.65%		No Show	1	100.00%	-66.67%

<b>PLUS Applications</b>	Aug FY22	+/- Aug FY21	+/- Jul FY22
New Applications	12	71.43%	20.00%
Renewals Received	5	-44.44%	25.00%
Applications Approved	18	100.00%	12.50%
Applications Denied	1	-100.00%	-50.00%

### Summary of Services Table: August 2021

The table below provides daily averages for the number of passengers carried by many of the services offered by EMBARK Norman. The year-to-date (YTD) figures are cumulative totals. Although the Fiscal Year for 2020 began on July 1, 2019, EMBARK did not start providing service in Norman until August 5, 2019, and ridership numbers are counted from that date forward. EMBARK PLUS operations and ridership began in October 2019.

EMBARK Norman Service Summary	ADP Aug FY22	FY22 YTD	FY21 YTD	Service Profile	Aug FY22	Aug FY21	Jul FY22
Fixed Routes (M-F)	869	35,687	30,000	Weekdays	22	24	21
Fixed Routes (Sat)	419	3,622	844	Saturdays	4	3	5
PLUS (M-F)	71	3,145	2,550	Gamedays	0	0	0
-Zone 1*	57	2,517	2,037	Holidays	0	0	0****
-Zone 2**	15	628	513	Weather	0	0	0
PLUS (Sat)***	18	146	42	Fiscal YTD Days	52	47	302
				Cal. YTD Days	205	175	153

\* Requires ¾ mile

\*\*Operates only on Weekdays until 7:00 pm

\*\*\*Operates only in Zone 1

\*\*\*\*Service was not impacted by Independence Day as it fell on a Sunday.

### Strategic Performance Measures

MEASURE	FY 22 YTD	FY 22 Targets	
# of Norman fixed-route passenger trips provided	33,309	265,054	◆
# of Norman paratransit trips provided	3,166	19,000	▲
% of on-time Norman paratransit pick-ups	99.05%	95.00%	●
# of Norman bus passengers per service hour, cumulative	12.07	13.14	▲
# of Norman bus passengers per day, average	712	N/A*	N/A*
% of Norman required paratransit pick-ups denied due to capacity	0.00%	N/A*	N/A*

\*These LFR targets are unavailable for this fiscal year. We hope to have them for FY23.

## Glossary

- **Added Mobility** – Wheelchairs, bicycles, scooters, and other devices used by passengers in conjunction with transit
- **ADP** – Average Daily Passengers
- **ADR** – Average Daily Ridership
- **AVG** – Average
- **Fixed Route** – Regular bus service
- **FY21** – The fiscal year 2021. Lasted from 7/1/2020 to 6/30/2021
- **FY22** – The fiscal year 2022. Lasting from 7/1/2021 to 6/30/2022
- **FY YTD** – Fiscal Year, Year to Date
- **LFR** – "Leading for Results," EMBARK's internal performance measurements and targets
- **OTP** – On-time performance
- **Paratransit** – ADA vehicle service for seniors and other clients with special needs
- **PAX** – Passenger
- **PLUS** – Brand name for EMBARK Paratransit service
- **RPSH** – Riders per service hour
- **SAT** – Saturday
- **WKD** – Weekday
- **YOY** – Year-over-year, used to compare the previous year's performance when available
- **ZONE 1** – Primary zone for PLUS operation
- **ZONE 2** – Secondary zone for PLUS operation



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 09/23/21

**REQUESTER:** Shawn O’Leary, Director of Public Works

**PRESENTER:** Shawn O’Leary, Director of Public Works

**ITEM TITLE:** Continued Discussion Regarding Protected Bicycle Lanes

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Item 1, continued:

Items submitted for the record

1. Public Transportation Monthly Report for August 2020
2. Norman Transit Ridership Totals for August 2020

\* \* \* \* \*

Item 2, being:

#### DISCUSSION REGARDING PROTECTED BICYCLE LANES.

Chairman Holman said this is a subject the Bicycle Advisory Committee (BAC) will review, but he wanted to talk about what the Committee is hoping to accomplish to give BAC direction on what to review. He said the City is adding green colored bicycle lanes to road projects, which is great, but there have been requests from constituents for protected bicycle lanes in different areas of the City. He said one specific issue he would like the BAC to review is the intersection of State Highway 9 (SH9) and 12th Avenue S.E., where the bicycle lane runs across SH9 from 12th Avenue S.E. and interacts with traffic coming off of SH9 turning south onto 12th Avenue S.E. He said citizens are concerned about how the traffic merges into the bicycle lane very quickly and there is no protection for bicyclists. He said there have not been any accidents he is aware of, but has had many calls from concerned citizens regarding how dangerous this can be. He would like the BAC to review bicycle lanes throughout Norman looking at further protections that may be provided other than a painted lane.

Councilmember Hall asked if Norman has any protected bicycle lanes and Chairman Holman said no. Councilmember Hall asked Mr. O’Leary to describe the categories of bicycle lanes the City currently uses and Mr. O’Leary said the Public Works Department shares bicycle information with the Parks and Recreation Department who staffs the BAC meetings. He said the City has an adopted Bicycle Plan and the BAC updates the plan and categories, but just over the past few years the City has moved into the “on-street bicycle lane world” with the green bicycle lanes on major roadways and striped bicycle lanes on residential streets. He said many people in the industry refer to the striped and painted lanes as protected bicycle lanes, but Chairman Holman seems to be moving in the direction of other physical devices, such as curbs, barriers, etc., that physically separate the vehicles from the bicycle lane. He said bicycle friendly streets have signage (Share the Road) that designates the street as a bicycle lane, but does not have stripes or painted lanes. He said there are also off-street bicycle lanes, such as Legacy Trail, and a multi-modal path is currently being constructed on SH9 that will eventually lead to Lake Thunderbird.

Mr. Jud Foster, Director of Parks and Recreation, said the City has separated lanes (multi-modal path) for bicycles on SH9 and most of Legacy Trail is separated from the roadway, but he is not sure if that qualifies as a protected bicycle lane. He said designated bicycle routes include a lot of riding in the streets and that was a program adopted by the BAC and City Council several years ago.

Item 2, continued:

Councilmember Hall said she is a bicyclist and is aware of the different ways bicycles can use the street or bicycle lanes, but definitely wants to pursue this discussion and learn more about it because she is not sure what “protected bicycle lane” means. She said since the pandemic began there have been more outdoor activities including riding bicycles.

Councilmember Petrone asked how bike lanes are funded and how they came about and Mr. O’Leary said many of the bicycle lanes are incorporated into roadway projects and many are federally funded with the City’s share being 20% and the federal share being 80% while others are funded from the Capital Fund. He said the most expensive part of bicycle lanes is the green paint, which sometimes has additives such as reflective glass beads for retro reflectivity and sand for skid resistance and is the most widely used method to mark bicycle lanes. He said the drawback is the paint is rough and collects debris that can sometime cause problems for bicyclists.

Councilmember Petrone said some communities use rain gardens as a barrier for bicycle lanes and would like the BAC to review that as well as what other communities do to protect bicycle lanes on streets.

Chairman Holman said he would like to see a comprehensive list of what other cities are doing as well as innovative ways to protect bicycle lanes. He said some bicyclists do not like the green bicycle lanes because they collect debris as Mr. O’Leary stated earlier so he would like to see other options for colored bicycle lanes instead of the green paint.

Councilmember Peacock said the idea is to get separation between vehicle traffic and bicycles and recommended everyone read a website link he sent to them entitled, “A Bike Lane Any City Can Afford to Build,” that has ideas on low cost, low impact options for bicycle lanes that are along the lines of tactical urbanism where cities test concepts before dedicating public dollars to infrastructure changes.

Councilmember Nash said he opened the link from Councilmember Peacock and the first thing he noticed were plants separating traffic from the bicycle lane. He said just having that physical barrier can make bicyclist feel safer sharing the road with vehicles and help drivers recognize there are bicycles in their lane.

Councilmember Peacock said objects, such as plants, plastic poles, etc., definitely catches the eye of drivers making them more aware of bicyclists.

\* \* \* \* \*

# **Bicycle Advisory Committee Review of Protected Bicycle Lanes**

**Community Planning & Transportation  
Committee**

**September 23, 2021**



# CPTC Asks BAC to Review Protected Bicycle Lanes

- September 24, 2020, CPTC Meeting
- Protected bicycle lanes offer bicyclists separation from vehicular traffic by something other than a pavement stripe on the roadway
- Norman currently has no protected bicycle lanes
- Staff liaisons to the BAC was instructed to have the BAC review bicycle lanes throughout Norman looking at further protections that may be provided other than a painted line



# BAC Meetings

- Following the September 24, 2020, CPTC Meeting, the next meeting of the BAC was on October 12, 2020
- At this time, the BAC was still meeting virtually via Zoom
- The topic of protected bicycle lanes was introduced and listed as an activity for a future meeting or meetings
- At the time of the October 2020 BAC meeting, the committee was attempting to finish its City Cycling Map that had not been updated in years. This was proving to be a difficult undertaking in the virtual meeting environment

# BAC Meetings

- At its November meeting, with the City Cycling Map update still being the main topic for the committee, the BAC Minutes reflect that the committee would officially take up the topic of protected bicycle lanes at its December meeting
- With COVID related elimination of virtual meetings and no ability to meet in person, the BAC meetings for December 2020, January 2021, and February 2021 were all cancelled
- These cancellations extinguished the momentum the committee had to complete the City Cycling Map or to take up the topic of the protected bicycle lanes
- The BAC returned to virtual meetings in March 2021 with virtual meetings continuing through the May 2021 meeting

# BAC Meetings

- The Cycling Map update dominated the March and April 2021 virtual BAC meetings
- In May 2021, an emergency topic was presented to the BAC membership
- The 24<sup>th</sup> Avenue East Bond Project was at a crossroads regarding bicycle lanes
- The project was designed to include the traditional bicycle lanes but faced shortages of material and escalating costs. The city's project manager asked the BAC for a recommendation on how to proceed with these bicycle lanes

# Green Bicycle Lanes

- The popularity of the traditional green bicycle lanes had waned in recent years
- The recycled glass tended to be a magnet for roadside debris guaranteeing that the bike lanes would be full of trash creating obstacles for riders
- Keeping the bicycle lanes swept in order to remove debris required a special street sweeper
- Maintenance of the green bicycle lanes was extremely difficult as keeping the epoxy necessary to adhere the beads to the roadway was difficult due to the short shelf life of the epoxy
- In addition, finding storage suitable for the recycled green glass was also difficult



# Green Bicycle Lanes

- With all of the issues, the BAC agreed that the city should move forward with something other than green bicycle lanes for the standard application
- In the photo at the lower right, the 24<sup>th</sup> Avenue East Bond Project moved forward without the green bicycle lanes
- To offset the loss of the green materials to delineate the bicycle lanes, the number of bicycle lane symbols in the bike lanes was doubled from what was shown on the plans



# BAC Meetings

- Three new members of the BAC were added to fill vacancies on the committee
- These new members were eligible to attend beginning with the April 2021 meeting
- These new members were unaware of the original request to provide a recommendation regarding protected bicycle lanes except to read that it was a topic for future meetings
- There was not a quorum present for the June 2021 BAC meeting

# BAC Meetings

- The July 2021 meeting was consumed with discussion regarding infrastructure and pending changes to bicycle laws
- The infrastructure discussion was the first the new members heard about the need to address future treatment of bicycle lanes in Norman including potential protected bicycle lanes

# BAC Meetings

- The August 2021 meeting returned to the topic of the City Cycling Map update
- While significant project on the map update was made, completion still seemed to be a month or two away
- Discussion of future treatment of bicycle lanes including potential protected bicycle lanes was, again, listed as a future topic

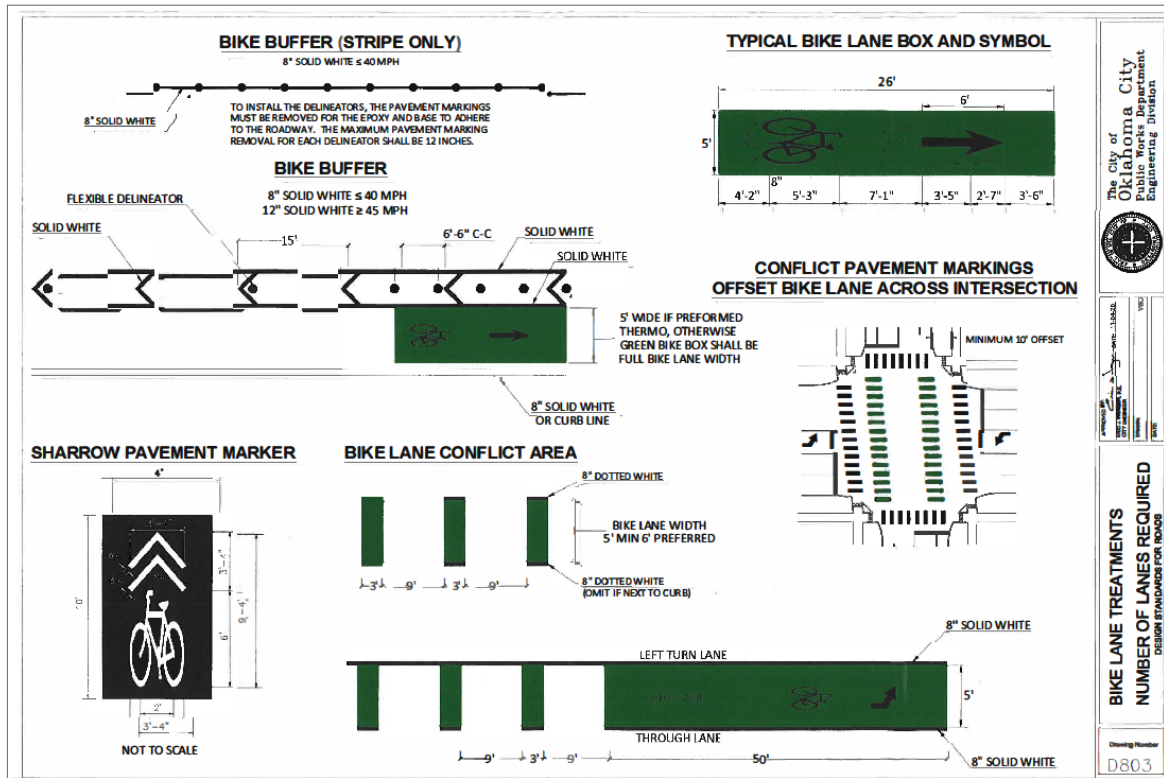


# BAC Meetings

- At its September 2021 meeting, the BAC announced that the final version of the City Cycling Map would be completed and voted upon at the October 2021 meeting
- Prior to the September 2021 meeting, the BAC Chair (Hal Cantwell) and liaison (David Riesland) attended a Bicycle Pedestrian Advisory Committee Meeting at ACOG in August
- At that meeting, we heard a presentation from OKC on their bicycle lane standards including protected bicycle lanes
- We discussed the topic and thought this could be a huge step in what the BAC needs to offer in terms of a recommendation for Norman future bicycle lanes

# OKC Bicycle Lane Standards

- At right is one page of the OKC Bicycle Lane Standards that was presented at the August 2021 BPAC meeting at ACOG
- This sheet and the other sheets that have been developed by OKC could serve as the basis for future Norman bicycle lane treatments



# Protected Bicycle Lane Types

- The type of protection at right provides maximum protection for bicyclists from motorists
- It can be too restrictive for advanced riders
- Drainage can be an issue as the bike lane will tend to hold water
- The protected bicycle lane is too narrow for a standard width street sweeper



# Protected Bicycle Lane Types

- The type of protection at right removes the drainage concerns from the previous example
- The location of the planters adjacent to the travel lane can be dangerous for motorists and some sort of attenuation is necessary
- Maintenance of the planters required either closing a vehicular lane or closing the bike lane
- The protected bicycle lane is still too narrow for a standard width street sweeper



# Protected Bicycle Lane Types

- The type of protection at right also removes the drainage concerns from the first example
- OKC has tried this treatment on some of its bicycle lanes with mixed results as the “armadillos” are frequently hit and dislodged requiring replacement
- The act of dislodging an “armadillo” can damage the pavement surface creating new problems
- The protected bicycle lane is still too narrow for a standard width street sweeper



# Protected Bicycle Lane Types

- The type of protection at right also removes the drainage concerns from the first example
- OKC has tried this treatment on some of its bicycle lanes with mixed results similar to the “armadillos” as the delineators are frequently hit and dislodged requiring replacement
- As with the “armadillos”, the act of dislodging a delineator can also damage the pavement surface creating problems similar to those seen with the “armadillos”
- The version of the protected bicycle lane is still too narrow for a standard width street sweeper



# Next Steps

- With the completion of the City Cycling Map at its upcoming October 2021 meeting, the BAC will be free to work toward a recommendation of future Norman bicycle lanes including protected bike lanes
- The BAC will consider the types of protected bicycle lane types shown here as well as other types that may be in use
- Staff will advise that the committee make this the top priority moving forward with a goal to offer a final recommendation to the CTPC in early 2022

# QUESTIONS?







## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 09/23/21

**REQUESTER:** Sara Kaplan, Retail Marketing Coordinator

**PRESENTER:** Sara Kaplan, Retail Marketing Coordinator

**ITEM TITLE:** Discussion Regarding Motorized Scooters (E-Scooters)

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## Ordinance No. O-2122-\_\_\_

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTIONS 20-401 THROUGH 20-407, IN ARTICLE IV (BICYCLES) OF CHAPTER 20 (TRAFFIC REGULATIONS) IN ORDER TO UPDATE TERMINOLOGY AND ADD REFERENCES TO MOTORIZED SCOOTERS, SIMILAR DEVICES, AND OTHER RELATED PROVISIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

§ 1. That Article IV of Chapter 20 shall be amended to read as follows:

**ARTICLE IV. – BICYCLES, MOTORIZED SCOOTERS, AND SIMILAR DEVICES**

§ 2. That Section 20-401 of Chapter 20 shall be amended to read as follows:

**SEC. 20-401 – Traffic laws apply to bicycle and motorized scooter riders.**

Every person riding a bicycle or motorized scooter upon a street shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by this chapter, except:

- (1) As to those special provisions contained in this article; and
- (2) As to those provisions of this chapter which by their nature can have no application.

(Ord. No. 0-7273-67; Ord. No. 0-9394-48)

§ 3. That Section 20-402 of Chapter 20 shall be amended to read as follows:

**SEC. 20-402 – Riding upon bicycles and motorized scooters.**

(a) No person shall ride upon a bicycle or motorized scooter other than astride a permanent and regular seat attached thereto, and with at least one (1) hand upon the handlebars.

(b) No person shall carry persons upon a bicycle or motorized scooter in excess of the number for which the bicycle or motorized scooter was designed and equipped.

(c) No person under 16 years of age may operate a motorized scooter.

§ 4. That Section 20-403 of Chapter 20 shall be amended to read as follows:

**SEC. 20-403 – Riding on sidewalk.**

(a) No person shall ride a bicycle, motorized scooter or skateboard upon any sidewalk or sidewalk area where such riding is specifically prohibited by signs.

(b) Persons exempt from the provisions of subsection (a) of this section are police officers ~~on bicycles~~ in the normal course of police duties who are exercising due caution.

§ 5. That Section 20-404 of Chapter 20 shall be amended to read as follows:

**SEC. 20-404. – Riding on streets.**

(a) Any person operating a bicycle or motorized scooter upon a roadway at less than normal speed of traffic at the time and place and under the conditions then existing shall ride as close as practicable to the right-hand curb or edge of the roadway, except under any of the following situations:

(1) When overtaking and passing another bicycle, motorized scooter or vehicle proceeding in the same direction.

(2) When preparing for a left turn at an intersection or into a private road or driveway.

(3) When reasonably necessary to avoid conditions including, but not limited to, fixed or moving objects, parked or moving vehicles, bicycles or similar device, pedestrians, animals or surface hazards.

(b) Any person operating a bicycle or motorized scooter on a one-way highway with two (2) or more marked traffic lanes may ride as near the left-hand curb or edge of such roadway as practicable.

(c) Persons riding bicycles or motorized scooters upon a roadway shall not ride more than two (2) abreast except on paths or parts of roadways set aside for the exclusive use of bicycles or similar devices. Persons riding two (2) abreast shall not impede the normal and reasonable use of traffic and, on a ~~laned~~ striped roadway, shall ride within a single lane.

(d) A person riding a bicycle or motorized scooter across a roadway and within a crosswalk shall walk the bicycle or motorized scooter as a pedestrian and have all the rights and duties applicable to a pedestrian under the same circumstances.

§ 6. That Section 20-405 of Chapter 20 shall be amended to read as follows:

**SEC. 20-405. – Carrying articles.**

No person shall carry any packages, bundles or articles upon a bicycle or motorized scooter which prevents the rider from keeping at least one (1) hand upon the handlebars.

§ 7. That Section 424.2 of Chapter 22 shall be amended to read as follows:

**SEC. 20-406. – Parking.**

No person shall park a bicycle upon a street other than in a standing position upon the roadway against the curb, or upon the sidewalk in a rack to support the bicycle, or against a building, or adjacent to the curb, in such a manner so as to afford the least obstruction to pedestrian traffic.

No person shall park a motorized scooter upon a street or sidewalk other than in a standing position and in such a manner so as to afford the least obstruction to traffic, including pedestrian traffic. Further, motorized scooters shall be parked in accordance with the following:

- a. Motorized scooters shall be parked upright on hard surfaces in the furnishings zone or frontage zone of the sidewalk, beside a bicycle rack or in another area specifically designated for bicycle parking;
- b. Motorized scooters shall not be parked in such a manner as to block the through pedestrian zone of the sidewalk, including space necessary to access the button or other device activating the crosswalk signal light; any fire hydrant, call box, or other emergency facility; bus bench; or utility pole or box;
- c. Motorized scooters shall not be parked 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. Motorized scooters shall not be parked in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack;
- e. Motorized scooters may be parked on blocks without sidewalks only if the travel lane(s) and pedestrian clear zone are not impeded.
- f. Motorized scooters shall not be parked in the furnishings zone directly adjacent to or within the following areas, such that access is impeded:
  - i. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
  - ii. Loading zones;
  - iii. Accessible parking zone;
  - iv. Street furniture that requires pedestrian access (for example – benches, parking pay stations, bus shelters, transit information signs, etc.);
  - v. Curb ramps;
  - vi. Entryways; and
  - vii. Driveways.

§ 8. That Section 20-407 of Chapter 20 shall be amended to read as follows:

**SEC. 20-407. ~~BICYCLE RACING~~**

(a) Motorized scooter racing is strictly prohibited.

(b) Bicycle racing on the highways is prohibited herein and by section 20-547, except as follows: ~~authorized in this section.~~

(bi) Bicycle racing on a highway shall not be unlawful when a racing event has been approved by State or City authorities. Approval of bicycle highway racing events shall be granted only under conditions which assure reasonable safety for all race participants, spectators

and other highway users, and which prevent unreasonable interference with traffic flow which would seriously inconvenience other highway users.

- (eii) By agreement with the approving authority, participants in an approved bicycle highway racing event may be exempted from compliance with any traffic laws otherwise applicable thereto, provided that traffic control is adequate to assure the safety of all highway users.

§ 9. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

ADOPTED this \_\_\_\_\_ day  
of \_\_\_\_\_, 2021.

NOT ADOPTED this \_\_\_\_\_ day  
of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
(Mayor)

ATTEST:

\_\_\_\_\_  
(City Clerk)

**DOCKLESS SCOOTER REVOCABLE LIMITED LICENSE AND AGREEMENT**

THIS REVOCABLE LICENSE (“License”) is hereby issued as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by THE CITY OF NORMAN, OKLAHOMA, A Municipal Corporation, (“City”), to \_\_\_\_\_ (“Licensee”). The term “Licensee” herein shall refer collectively to Licensee, and any employee, independent contractor, agent or representative of Licensee.

WITNESSETH, that the parties hereto, for the consideration hereinafter expressed, covenant and agree as follows:

1. Deployment and Fleet Size. City hereby permits Licensee, subject to the rights or easements hereinafter excepted and reserved and upon the terms and conditions hereinafter set forth, to use those areas found within the public rights of way situated in Norman, Cleveland County, State of Oklahoma, expressly where expressly prohibited by sign or applicable regulation or law (“Premises”), for a term beginning on \_\_\_\_\_, 20\_\_\_\_ and ending when this License shall be terminated as hereafter provided. This License is issued solely for the deployment or placement of Licensee’s personal property, which will be offered to the public for rental as a Dockless Standup Electric Scooter (“Scooter”). Pursuant to this License, Licensee may deploy as many as, but no more than, **one hundred fifty (150) Scooters** on the Premises. Nothing in this License shall be construed as requiring Licensee’s deployment of Scooters, or any minimum number thereof.

2. Fleet and Ridership Data. Licensee shall be equipped to provide and shall immediately upon approval of this License provide City with direct and independent access to real-time ridership data demonstrating the following relating to the municipal limits of the City of Norman: (1) the average number of rides per Scooter for each day of the preceding two (2) years; (2) the average number of rides per Scooter for certain times of day for each day of the two (2) years preceding the request; and (3) the average number of rides per Scooter taking place within certain geographic portions within municipal city limits for each day of the two (2) years preceding the request.

3. Increase(s) to Licensee’s Fleet. No more than once per quarter, Licensee may submit a request to increase its fleet to the City of Norman City Clerk, for submittal to and determination by the City Manager or her/his designee (“City Manager”). Licensee shall provide any available data the City Manager may request from Licensee in order to evaluate each such request, including but not limited to ridership data for each Scooter and data regarding ridership within certain portions of the municipal city limits. The City Manager may allow the increase as requested by Licensee, or may allow for a different amount of additional Scooters, and may place conditions upon the additional Scooters that, in the discretion of the City Manager, better serve the interests of Norman citizens with respect to safety and access to the public rights-of-way or transportation services. Any increase allowed by the City Manager, and agreed to by Licensee, shall be an addendum to this License, signed by Licensee and the City Manager. Any increase not allowed by the City Manager in a manner acceptable to Licensee may be appealed to City Council by requesting an amendment to this License. Where Licensee declines or refuses to sign an addendum increasing its Fleet, any approved increase of fleet shall not be implemented by Licensee. Where Licensee increases its Fleet without City approval pursuant to this License, the City may terminate this Agreement upon five (5) days’ written notice.

4. Decrease(s) to Licensee’s Fleet. At any time deemed necessary for the purposes of public safety and to serve the needs of access to public rights-of-way or transportation services, and at his or her sole discretion, the City Manager may give no less than five (5) days’ notice to Licensee to

decrease its fleet. The City Manager shall sign an addendum to this License documenting the required decrease, effective the date the decrease must be implemented. Any decrease documented as an addendum to this Licensee may be appealed to City Council by requesting amendment to this License. Where Licensee fails to implement the required decrease the City Manager may terminate this License upon an additional five (5) days written notice.

5. City Rights, No Responsibility for Licensee Property. City hereby excepts and reserves the right, to be exercised by City and by any others who have obtained or may obtain permission or authority from City so to do, (a) to operate, maintain, renew and relocate any and all existing utilities, pipe, power, and communication lines and appurtenances and other facilities of like character upon, over, or under the surface of the Premises; and (b) from time to time to construct, operate, maintain, renew and relocate such additional facilities of the same character. City reserves the right to identify areas within the Premises at its discretion where Scooters are not permitted to park, be ridden, or both, as determined to be in the best interests of the citizens of the City of Norman in the discretion of the City Manager or his/her designee. City shall incur no liability to Licensee for any damages to the Premises or any personal property of Licensee placed upon the Premises that may occur during the operation, maintenance, renewal, relocation of any or all existing utilities, pipes, power or communication lines, appurtenances, or facilities, and in all instances it shall remain the responsibility of Licensee to ensure that the personal property placed upon the Premises be maintained in a manner compliant with the applicable Code of Ordinances for the City of Norman, Oklahoma and federal law.

6. License Fee. Licensee shall pay to City for the use of the Premises as follows: **Three Hundred and NO/100 Dollars (\$300.00)** per year payable to the City of Norman Public Works Department in advance without demand. This fee is due and owing on or before the date this License is issued and thereafter shall be payable on or before the first day of each annual anniversary of such date thereafter. If the fee remains unpaid for thirty days after payment is due, the penalty shall be equal to 10% of the annual amount due for each month that the fee remains unpaid. **Further, Licensee shall remit to the City of Norman Public Works Department one dollar (\$1.00) per deployed vehicle per day to the City, payable quarterly without the need for an invoice by the City, to be used for construction for shared mobility infrastructure, promotion of safe riding, or maintenance of shared infrastructure. The City shall be permitted a right to request information auditing any such payment, which shall not be unreasonably refused by Licensee. The City Manager may immediately terminate this License upon a failure or refusal by Licensee to cooperate as required by this paragraph.**

7. Limited Use of the Premises. Licensee shall use the Premises exclusively for the placement of Scooters. Scooters shall not be repaired or serviced within the Premises. Licensee shall only place Scooters on the Premises that are the sole and exclusive personal property of Licensee. Licensee may not make any improvements to the Premises relating to the placement of the Scooters(s), but shall be responsible for any repairs required due to its operations, as identified by the City Manager or his/her designee. The Licensee may not use the Premises for any other purpose under the terms of this License and Agreement. Licensee's Scooters may be deployed at any hour where the Scooters are properly equipped with lights sufficient for the Scooters to be operated safely and that are not a hazard to other vehicular traffic or bicycle traffic. Scooters not so equipped with lights must not be deployed on the Premises any earlier than 6 a.m. or later than 9 p.m. Any Scooter deployed after sunset and found parked in a location that is not well lit, or which is reasonably determined by City employees, including Code Officers or Police Officers, to constitute an immediate hazard to any potential passersby, may be immediately impounded by the City as provided herein. Any Scooter otherwise

found in violation of this provision may also be immediately impounded by the City as provided herein. Any impounded Scooters shall be subject to those provisions set forth in Paragraph 8 below.

8. Inspections by City, Responsibilities of Licensee. City may enter upon the Premises at any time to inspect the placement of Scooters, whether Scooters have been placed by Licensee, its agents or its customers.

a. Licensee shall provide a phone number is easily legible font and size, and in compliance with applicable guidelines set forth within any applicable law for such information (whether local, state or federal law), including the Americans with Disabilities Act (“ADA”). The phone number shall at all times provide the caller with the option of speaking with a person to address matters that are or may constitute a violation of this agreement or any applicable law with respect to the Scooters. Licensee shall ensure that the City is provided a phone number of a designed individual contact for Licensee that will be available to speak with a City employee within thirty (30) minutes regarding any issues relating to this License or the Scooters. The designated individual must be, at all times Scooters are deployed, able to be present within Norman municipal limits to address any physical issues no more than two (2) hours’ of the City’s first attempt to reach the individual regarding an issue.

b. Should Licensee not comply fully with the obligations of this License, ***or should any Scooter remain parked in one location for more than 24 hours without being moved,*** notwithstanding any termination rights of the City, City may, at its option, impose any fines applicable per the City Code and/or may remove, by City or by contract personnel, such Scooters for storage or impoundment at the expense of the Licensee. City shall not be responsible for the condition of any Scooter so stored or impounded. For any Scooter so impounded by the city, Licensee is responsible for the payment of contract impoundment fees (where applicable), citation fines in compliance with City Code Sec. 14-311 and 20-807, as those citation fines relate to “Parking, stopping and standing prohibited in other areas” plus a \$5/day storage fee for each impounded Scooter that is stored by the City.

9. Licensee to Abide by Laws, Regulations, Ordinances. In using the Premises, and in placing, maintaining, and operating the Scooters thereon, Licensee shall comply with any and all requirements imposed by federal or state statutes, or by ordinances, orders, or regulations of any governmental body having jurisdiction thereover.

10. Parking Guidelines. Licensee acknowledges and attests that it will follow any applicable guidelines, regulations, or laws applicable to the parking or Scooters, including but not limited to those set forth in Norman City Code.

11. Indemnification. Licensee shall indemnify, defend and hold harmless City against all actions or causes of action, claims, liability, loss, cost, damage or expense, or whatever kind and nature, including but not limited to those arising under the Federal Employer’s Liability Act, or under any Workers’ Compensation Act, and any amendment to said Acts now or hereafter in effect, including reasonable attorney fees and other expenses of litigation, and including any suit instituted to enforce the obligations of this provision, which City may sustain or incur, or for which it may become liable, by reason of use of, damage to or destruction of property, including the loss of use thereof and lost profits, or by reason of injuries, including death, to any person or persons including, but not limited to, the person or property of the parties hereto and their employees (hereafter “Loss and Damage”):



- (1) Arising out of, or directly or indirectly due to, any failure by Licensee to satisfy, promptly and faithfully, its obligations under this License;
- (2) Arising out of, or directly or indirectly due to, any accident or other occurrence whatsoever causing injury, including death, to any person or persons or damage to or destruction of any property, including the loss of use thereof and lost profits, resulting from the use, occupancy or condition of the Premises and Scooters placed by Licensee, its customers, invitees and licensees; and
- (3) Arising out of any mechanic's lien or other lien, tax, assessment or charge of any and every nature that may at any time be established against the Premises or the Scooters, or any part thereof, as a consequence, direct or indirect, of the existence of Licensee's interest under this License.

No settlement by Licensee for Loss and Damage shall affect City's right to indemnity, contribution or defense under this agreement.

Upon written notice from City, Licensee agrees to assume the defense of any lawsuit, administrative action or other proceeding brought against City by any public body, individual, partnership, corporation, or other legal entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or to save and hold harmless the City. Licensee shall pay the entire costs incident to such defense, including, but not limited to, reasonable attorneys' fees, reasonable investigators' fees, reasonable litigation expenses, settlement payments, and amounts paid in satisfaction of judgments. Any and all lawsuits or administrative actions brought or threatened on any theory of relief available at law, in equity or under the rules of any administrative agency shall be covered by this Section, including, but not limited to, the theories of intentional misconduct, negligence, breach of statute or ordinance, or upon any theory created by statute or ordinance, state or federal.

Notwithstanding the other language in Paragraph 11, Licensee shall not be required to indemnify, defend or hold harmless the City from and against Loss or Damage resulting solely from the negligence or willful misconduct of the City or any agent or representative thereof.

12. Insurance. Licensee shall provide City with proof of insurance coverage applicable to its activities in the City, and expressly naming the City as an additional insured, including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence; (c) Umbrella or Excess Liability coverage with a limit of no less than \$5,000,000.00 each occurrence; and (d) where Licensee employs persons within the City, Workers' Compensation coverage of no less than \$1,000,000.00 each occurrence.

13. Assignment or Transfer. Neither Licensee, nor the heirs, legal representatives, successors or assigns of Licensee, nor any subsequent assignee, shall assign or transfer this License Agreement or any interest herein, without the written consent and approval in each instance of City.

14. Objection by Fee Owner. Where fee title to the Premises is owned by a party other than the City, Licensee will remove scooters within two hours' notice (whether oral or written) of any objection

by the fee owner or its designee. The legible phone number provide on each Scooter, as also required in Paragraph 8 herein, shall be prepared to received such requests, and requests received shall be immediately reported by Licensee to the City along with information demonstrating compliance with the request. Licensee shall be responsible to ensure that no Scooter(s) are placed or stationed by Licensee's agents or employees on that fee owners' premises at a future time unless said objection if revoked in writing by the fee owner or its designee. Where Licensee's customers place Scooters on any objecting fee property owners' property at a future date, Licensee shall remove scooters within two hours' of receiving notice of such placement. Any failure by Licensee to act in conformance with this Agreement may result in the imposition of fines per the City Code and/or impoundment of any offending Scooter by the City, and Licensee will pay such fines and fees as set forth in Paragraph 8 herein. The City shall not be responsible for any damages arising from any violation of these requirements by the placement of Licensee's Scooters, even if such placement is in compliance with these provisions, and Licensee shall be solely responsible for any claims or damages relating thereto.

15. Termination of License. If any fee shall be due and unpaid, or if default shall be made in any of the covenants or agreements of Licensee herein contained, or in the case of any assignment or transfer of this License by operation of law, City may, at its option, terminate this License by serving ten (10) calendar days' notice in writing upon Licensee; but any waiver by City of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults. Further, this License may be terminated for any reason at any time by either party by serving ten (10) calendar days' written notice of termination upon the other party, stating therein the date that such termination shall take place, and upon the expiration of the time specified in such notice, this License and all rights of Licensee hereunder shall absolutely cease and terminate.

Upon the termination of this License in any manner herein provided, Licensee shall forthwith surrender to City the possession of the Premises and shall, at its own cost, remove the Scooters. In the case Licensee shall fail within the prescribed period of time after the date of such termination to remove all Scooters from the Premises, then City may store or impound all Scooters subject to this License. All such impounded devices will be subject to and may only be redeemed upon full payment of all fees by Licensee, as set forth in Paragraph 8 herein.

If Licensee fails to surrender to City the Premises, upon any termination of this License, all the liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered; and no termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or the date, if later, when the Scooters are removed and the Premises restored or City elects to take and hold the Scooters as its sole property as set forth herein.

Any waiver by City of any breach of Licensee's obligations shall not constitute a waiver of the right to terminate this Lease for any subsequent or continued breach which may occur, or to enforce any other provision of this License. Any termination of the License herein will not serve to terminate any other obligations by Licensee under this Agreement.

16. Notices and Local Licensee Contact. Licensee shall at all times provide identification of at least one local contact personnel for Licensee that is/are available to receive communications by writing and by phone relating to Licensee's responsibilities under this License. This contact may be the same as the contact identified pursuant to Paragraph 8 of the License, or in addition to. Any written notice required to be given by City to Licensee hereunder shall be deemed to be properly served upon deposit in the United States mail, postage prepaid, addressed to Licensee at \_\_\_\_\_,

\_\_\_\_\_. Any written notice required to be given hereunder by Licensee to City shall be deemed to be properly served upon deposit in the United States mail, postage prepaid addressed to: The Office of the City Clerk, Scooter Licensee Information, P.O. Box 370, Norman, Oklahoma 73070.

17. Future City Regulations or Ordinances. Licensee acknowledges that, in addition to being subject to current federal, state or municipal law, regulation, and ordinances, it will also be subject to, and bound to comply with, any future amendments or additions to these bodies of law, including any future City of Norman resolutions or ordinances, that are or will be applicable generally or specifically to the subject devices or activities addressed in this License Agreement. Licensee acknowledges that, by entering into this License Agreement with Licensee, City does not waive its right to enact and/or enforce any current or future ordinances or resolutions. This License shall not automatically terminate upon the passage of any future ordinance or regulation, and any conflicts shall be resolved in favor of applying subsequent resolution(s) or ordinance(s).

18. Binding Effect. All the covenants and agreements of Licensee herein contained shall be binding upon the heirs, legal representatives, successors and assigns of Licensee and shall inure to the benefit of the successors and assigns of City.

19. Counterparts. This document may be executed in counterparts, and each such counterpart may be treated the same as an original.

IN WITNESS WHEREOF, this License has been duly executed in duplicate by the parties hereto as of the date and year first above written.

**LICENSEE:**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**CITY:**

APPROVED by the Norman City Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED as to legality and form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Attorney