

June 9, 2022

Item No. 8.3.

Dockless Bike Share Program Ordinance Amendment

Sponsor: Venessa Garza

Reviewed By CBC: Bicycle, Pedestrian, & Greenways Advisory Board

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending in its entirety Chapter 8, "Businesses," Article XIII, "Dockless Bike Share Program".

Relationship to Strategic Goals:

- Good Governance
- Neighborhood Integrity
- Improving Mobility
- Sustainable City

Recommendation(s): Staff recommends approval of the ordinance amendment.

Summary: Council adopted an ordinance in 2018 to regulate and permit bike share operators in the City in response to Texas A&M University's introduction of a bike share program. The ordinance currently excludes scooters and other electric modes of transportation but since that time, electric modes have been introduced. Staff received direction in October 2021 to amend the ordinance.

Some of the proposed changes include:

- 1) Renaming the ordinance to Shared Micromobility;
- 2) Allowing electric micromobility devices (bicycles and scooters);
- 3) Including an abandonment fee if an operator leaves without taking their devices;
- 4) Further defining the geofence zones; and
- 5) Requiring 'lock-to' parking, rebalancing, parking hubs, cycle liability insurance, and a 15-mph speed limit.

This item was discussed by the Bicycle, Pedestrian and Greenways Advisory Board on April 18, 2022 and recommended approval with a proposed change to the geofence definitions to allow operators anywhere within the city limits and only restrict them on Texas A&M University owned property. Staff then presented proposed changes to City Council on April 28, 2022. Council directed staff to make the above change as well update language to allow parking at transit zones, including bus stops and shelters.

Attached is a revised ordinance with the requested changes.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance Amendment - Dockless Bike Share Program - with Changes
2. Ordinance Amendment - Micromobility 5-23-22

ARTICLE XIII. ~~DOCKLESS BIKE SHARE PROGRAM~~ SHARED MICROMOBILITY

Sec. 8-810. Applicability. This Article applies to all ~~Dockless Bike Share Systems~~ shared micromobility systems, their operators and to all Dockless Bike Share Operators unless expressly provided otherwise herein, any customer or person using those shared systems.

Sec. 8-811. Definitions. The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandonment means an operator ceases operation and does not remove their micromobility device inventory and associated equipment.

Customer means a person who rents or otherwise uses a Bicycle micromobility device from a ~~Dockless Bike Share Operator~~ shared system.

~~Dockless Bike, Bicycle or Bike~~ **Geo-fence platform** means an interactive web application or other tool that includes a map with real-time device that location data for the City to effectively regulate and make informed decisions about micromobility devices in the City's public spaces.

Geo-fence zone means a person may ride defined geographic service area that is propelled by human power, typically has two tandem wheels, and utilizes Global Positioning System (GPS) or similar location-based technology and registers when a shared micromobility device enters or leaves such designated area and in which the operator is allowed to conduct certain activities as set forth in this Article.

Lock-to parking means a built-in or attached locking system for securing a micromobility device to a bicycle rack or operator designated parking area.

Micromobility device means a bicycle, an electric bicycle, or a motor-assisted scooter as defined or may be amended in the Texas Transportation Code Chapters 541, 664, and 551 and designed for personal micromobility that is part of a ~~Dockless Bike Share System~~ shared micromobility system equipped with GPS or comparable technology capable of providing real-time location data.

~~Dockless Bike Share Operator or Operator~~ means a corporation, firm, joint venture, limited liability company, partnership, person, or other organized entity that operates a Dockless Bike Share System, whether for profit or not for profit operating or desiring to operate a shared micromobility system.

~~Dockless Bike Share System~~ means a system which provides Bicycles for short-term rentals for point-to-point trips and which may be locked and unlocked without the requirement of a bicycle rack or other docking station within the City.

~~**Geo-Fence Platform** means an interactive geographic spatial layer or map controlled by the City to quickly and effectively detect and manage connected devices, like shared Bicycles, in the City's public spaces.~~

~~**Geo-Fence Zone** means an area used for commercial, single-family, or multi-family purposes in the City and which is designated in accordance with this Article defined by GPS or RFID that registers when a mobile device like a Bicycle enters or leaves such designated area and in which Operator is allowed to conduct certain activities as set forth in this Article.~~

~~**Home Zone** means one or more areas located within a Geo-Fence Zone which is approved by the City as a Home Zone for an Operator within which Operator may store, relocate or rebalance its fleet of Bikes for availability to its Customers or within which the City may relocate Bikes which fail to meet the standards under this Article.~~

Operator designated parking area means parking installed by the operator that accommodates lock-to parking and receives approval from the City before being installed.

Parking hub means an area within a geo-fence zone that an operator maintains a minimum amount of micromobility devices.

Public ~~Right~~right-of-Wayway means public land acquired by reservation, dedication, prescription, deed, or condemnation and intended for use by the public as a street, alley, or other public way.

Shared micromobility system or shared system means a publicly offered shared transportation service enabling a person to obtain short-term access to a micromobility devices on an as-needed basis. This does not include an owner of a micromobility device which is solely used for private transportation by its owner or pedicabs.

Sec. 8-812. Permit Required.

~~(a) Only Dockless Bike Share Systems are allowed pursuant to this Article, **Permit Operators** and expressly exclude scooters, shared systems are required to obtain a permit before operating a shared system.~~

~~(b) **Permit Term.** Permits are issued for a 12-months, unless expressly provided otherwise in this Article.~~

~~(a)(c) **Applicable Laws.** Shared systems, operators and other electronic modes of transportation systems. Dockless Bicycle Share Systems may customers must operate in the City only in accordance with according to the terms and conditions of a City permit and must comply with all the provisions of, this Article and applicable law. Permits shall be issued for a twelve (12) month period unless expressly provided otherwise in this Article. any other applicable laws.~~

Sec. 8-813. Permit **Application.**

~~A person desiring to provide a Dockless Bike Share System~~**application.** An operator must **first** submit ~~ana permit~~ application ~~for a permit~~ or for ~~permit~~ renewal ~~of a permit, application~~ and ~~may shall~~ not operate ~~such Systema shared system~~ until the permit or ~~permit~~ renewal ~~thereof~~ is approved by the City. The permit ~~or permit renewal~~ application shall contain the following:

- (a) The name and form of business of the ~~Operator~~operator;
- (b) The name, phone number, and business street address (and mailing address if different) of the ~~Operator~~operator and ~~Operator's operator's~~ agent for service of legal process, if different;
- (c) The name, phone number ~~(including, cell phone number), and~~ street address of the local representative of the ~~Operator~~operator to the City available and authorized to act on behalf of the ~~Operator~~operator;
- (d) Size and location of fleet;
- (e) A photographic image or visual representation of each type of ~~Bicycle~~micromobility device to be deployed as part of ~~Operator's Dockless Bike Share System~~operator's shared system;
- (f) A description of an internet-enabled mobile device application to be used by ~~Customers~~customers to register membership to locate, use, pay for, lock, and unlock each ~~bicycle~~micromobility device;
- (g) The proposed ~~Geo-Fence Zones~~geo-fence zones, including any area in which ~~Operator an operator~~ plans to expand its ~~Dockless Bike Share System~~shared system during the permit period;

~~(a) Proposed Home Zones in the City, if any;~~

~~(b) A plan for Operator to maintain each Bicycle in a safe and operable condition, and to recover and repair bicycles discovered or reported to be unsafe or inoperable before redeployment;~~

~~(c) A plan for Operator to rebalance and relocate Bicycles;~~

~~(d) A plan for educating Customers on the safe use of a Bicycle, knowledge of compliance of all applicable laws and proper Bicycle parking;~~

~~(h)~~ An operations plan as required by this Article;

~~(h)~~(i) Proof of current coverage of insurance as required by this Article;

~~(i)~~(j) Payment of a permit fee in the amount applicable to the ~~Operator~~operator as specified in this Article;

~~(j)~~(k) The provision of any other information reasonably requested by the City in making its determination; and

~~(k)~~(l) An escrow account as required by this Article.

Sec. 8-814. **Granting, Renewing Permit renewing permit and Permit Terms permit terms.**

(a) **Granting or Renewing Permit renewing permits.** A ~~person may operate a Dockless Bike Share System~~shared system can only be operated with a ~~properly granted or renewed~~ City permit ~~as set forth in this Article, and only in accordance with applicable law.~~

(b) **Terms of Permit terms.** The City may identify ~~Geo-Fence Zones and Home Zones~~geo-fence zones within which an ~~Operator~~operator may conduct certain activities and such

other reasonable terms as are necessary ~~in order~~ to ensure the public health, safety, and welfare of the general public.

Sec. 8-815. Permit ~~Denial~~denial and ~~Revocation~~revocation.

(a) ~~Denial of Permit.~~ A permit application ~~shall be~~, permit or permit renewal application ~~is~~ denied and no permit ~~shall be~~is issued or a permit may be revoked if the City finds that:

1. Any statement made in the application is incomplete, inaccurate, misleading, or false;
2. The ~~Operator~~operator, its partners, officers, owners, and other principals have not paid to the City all fees due under this Article; ~~or~~ _____
3. The ~~Operator~~operator has otherwise not complied with this Article or has had a history of noncompliance with the provisions of this Article~~;~~;

~~(a) Revocation of Permit.~~ The City may revoke a permit due to Operator's failure to comply with its permit, this Article, or any applicable federal, state, or local law or regulation. Permits may also be revoked for one or more of the following reasons:

4. Poor ~~Customer~~customer response or service;
5. Posing an unreasonable risk to the health, safety and welfare of the general public;
6. Having a history of violating one or more requirements of this Article; ~~or~~
7. Nonpayment for monies owed City in accordance with this Article~~;~~; or to operator's failure to comply with its permit, this Article, or any applicable federal, state, or local law or regulation.

(b) **Notice of ~~Denial~~permit denial or ~~Revocation~~revocation.** The City shall provide the operator written notice within ten ~~(10)~~ days of the permit denial or revocation ~~of a permit to Operator, which.~~ The notice shall state the reason(s) for the decision and inform the ~~Operator~~operator of its right to appeal the decision in writing including by when and to whom it must be delivered.

Sec. 8-816. ~~Appellate Review~~Appeal of permit denial or revocation.

(a) **Written Appeal.** An ~~Operator~~operator may appeal the revocation, denial or permit terms ~~of a permit~~ to the City Manager or designee if ~~it~~the operator requests an appeal in writing and delivers it to the City Manager or designee not more than ten ~~(10)~~ business days after receiving notice of the action.

(b) **Hearing.** The City Manager or designee shall act as the appeal hearing officer and shall conduct a hearing as soon as practicable or within five ~~(5)~~ business days of receipt of notice of appeal. The hearing officer shall give the appealing party an opportunity to present information and to make argument on its behalf. The hearing officer may affirm, modify or reverse all or part of the action being appealed. If ~~Operator~~operator is in non-compliance with this Article or other applicable law, the hearing officer may give the ~~Operator~~operator an opportunity to correct the ~~problem~~violation.

(c) **Final Decision.** The hearing officer's decision ~~of the hearing officer shall be~~ is rendered in writing to ~~Operator~~operator and as soon as practicable or within five ~~(5)~~ business days of ~~such~~the hearing. The hearing officer's decision ~~of the hearing officer~~ is final.

Sec. 8-817. ~~Dockless Bike Sharing Operating Requirements.~~

~~Each Dockless Bike Share Operator~~Shared system operating requirements. Shared system operators shall do the following:

- (a) ~~Customer~~ Communication-communication. Provide ~~a mechanism~~an application for ~~Customers~~customers to notify the ~~Operator that there is operator of~~ a safety or maintenance issue ~~with the Bicycle, and to include, including~~ a telephone number, web address, and email address that must be properly established, maintained and available ~~twenty-four (24)~~ hours a day;
- (b) ~~Affix on Each Bike.~~Information affixed on each micromobility device. Affix on each ~~Bike~~micromobility device the following:
 1. ~~Contact~~Operator contact information ~~of the Operator,~~ including the web site address;
 2. ~~Contact~~Operator's customer service contact information ~~of Operator's Customer service~~ and how to report incorrectly parked ~~Dockless Bicycle~~micromobility devices, safety concerns, complaints, or questions;
 3. A clearly visible name, logo, trademark, or other operator identifying information ~~of the Operator;~~ and
 4. A unique identification ~~for each deployed Bicycle,~~ consisting of number or letters or both: for each deployed micromobility device.
- (c) ~~Customer~~ Notificationnotification. Notify ~~Customers~~customers via a web site or mobile device application the following information:
 1. ~~Bicycle riders~~Customers are encouraged to wear helmets;
 2. ~~Bicycle riders~~Customers must follow all traffic laws;
 3. Customers must ~~park the Bicycles~~ properly and park in compliance with this Article and applicable laws; and
 4. That the City is not responsible for educating ~~users~~customers regarding ~~bicycle~~ laws: related to micromobility devices. Neither is the City responsible for educating ~~users~~customers on how to ride or operate a ~~bicycle~~micromobility device.
- (d) **Staffing.** Maintain sufficient ~~staff~~staffing levels who are able and competent to relocate or rebalance ~~Bicycles~~all micromobility devices on a regular basis and as needed, by the City. Staff must be able and competent in addition to handling local issues ~~as they arise,~~ including timely removals, installation or maintenance of equipment and other issues arising pursuant to this Article requiring local action on the part of ~~Operator;~~the operator;
- (e) **Contact** ~~Information~~information to City. Provide to City contact information for ~~Operator's~~operator's staff responsible for the relocating or rebalancing ~~Bicycles~~micromobility devices, and the handling of all local issues as they arise, including removals, installation or maintenance of equipment, and other issues arising pursuant to this Article requiring local action on the part of ~~Operator;~~the operator;
- (f) **Repairs.** Assume responsibility for ~~the cost~~costs and all obligations associated with properly maintaining its ~~Bikes~~micromobility devices in good, safe operating condition, including fixing, repairing, or correcting each ~~Bicycle~~micromobility device that is considered inoperable, unsafe, or otherwise in violation of the standards under this Article before re-deployment back into service;
- (g) **Repair and** ~~Reimbursement~~reimbursement of City ~~Costs.~~costs. Be responsible for repair and payment of actual costs of repair to public infrastructure damaged by the use of

~~Operator's Bicycles~~operator's micromobility devices, including reimbursement to the City if the City makes such repair, repairs and including payment of costs incurred by the City to remove and/or store Bicycles/micromobility devices that have beenare improperly parked or otherwise are required to be removed from the Public Right/public right-of-Wayway or other areas pursuant to this Article. Payment shall be due within thirty (30) days of written notice by City to ~~Operator~~the operator;

(h) ~~Change of Information on Permit.~~Operator's **information change.** Keep at all times any permit must be kept information current and accurate at all times. Changes in the information of the any permit information, including Geo-Fence Zones, Home Zones/geo-fence zones, size of fleet, change of inventory of fleet, change of address, contact person, or any other information must be approved through amending by the City by requesting an amendment to the permit before instituting such change;

(i) ~~Geo-Fence Zones.~~Operators must identify the Geo-Fence Zones in which they desire to **fence zones.** Operate and conduct operations in business within a geo-fence zone approved by the City and defined as follows:

1. Texas A&M University (TAMU) geo-fence zone: An area identified in partnership with TAMU and their contracted operator of choice generally including areas surrounding the City. TAMU campus.
2. Other geo-fence zones: Areas outside TAMU owned property and within areas that are defined in partnership with the City and the operator. These areas typically include higher concentrations of commercial, multi-family and single-family land uses.
3. The City shall consider approval of these areas if Operator establishes to City's satisfaction that it has an adequate plan final and sole discretion on geo-fence zone locations.
4. The operator must provide a geo-fence platform for the Geo-Fence Zones including an overall implementation City use that must be kept operational at all times when operating within the City;

~~(i)~~**(i) Operations plan.** Develop and provide a plan that ensures to ensure the orderly conduct of its System as a whole, and that includes a bike parking the system such as a rack or designated area, whole and which addresses all traffic, safety, public nuisance, and aesthetic issues, including:

~~Dockless Bike Share Operators shall have the capability to create Geo-Fence Platform(s) operable on six (6) workstations simultaneously, compatible with the City of College Station GIS system and must keep same operational at all times when operating within the City.~~

1. Maintenance and inspection schedules of each micromobility device, recovery and repair of unsafe or inoperable devices before redeployment; and
2. Education of customers on the safe use of each micromobility device, knowledge of compliance of all applicable laws and proper parking;

~~(a) Escrow Accounts.~~ The Operator must provide Five Thousand Dollars (~~\$~~**account.** Provide \$5,000.00) in cash that for the City will to hold in escrow for the permit term of this Permit to cover the City's direct costs incurred by the City due to violations of the Permit. Should permit, this Article and any other applicable laws. If the escrow account be debited and drop to an amount drops below Five Hundred Dollars (~~\$~~**\$500.00**), the operator shall provide additional funds cash to the City to raise the amount back to Five Thousand Dollars (~~\$~~**\$5,000.00**).

- ~~(j)(k)~~ Home Zones. One or more Home Zones may be required or requested in the permit application. In such case, the City may approve one or more Home Zones if Operator establishes to City's satisfaction that it has an adequate plan for the Home Zones including an overall implementation plan that ensures the orderly conduct of its System as a whole, and that includes a bike parking system such as a rack or designated area, a rebalancing program, and which addresses all traffic, safety, public nuisance, and aesthetic issues.;
- ~~(k)(l)~~ Inoperable or Unsafe. Any unsafe micromobility devices. Remove inoperable Bicycle, or any Bicycle that is not safe to operate shall be removed unsafe devices from service within 24 hours after notice from a Customercustomer, the City, or any third party, and. Such devices shall be repaired before the Bicycle is returned to service;
- ~~(l)(m)~~ Use of Latest Technology. Operator shall use latest technology. Use and employ the latest technology reasonably available to it in carrying out its Doekless Bike Share Operations in the Cityshared system operations, including enhancements to safety, accountability, and precision of location of Bikes as possible.micromobility devices;
- ~~(m)(n)~~ Operations Center. Operators shall maintain Operations center. Maintain a staffed operations center located within the City; and
- (o) Rebalancing. Proactively monitor and rebalance micromobility devices to ensure their availability throughout the geo-fence zone. At a minimum this includes rebalancing when micromobility devices have been in the same location for 5 or more consecutive days, when three fourths of available parking is occupied, or upon request of the City.

Sec. 8-818— Safety.

- (a) Standards. All Bicycles deployed by an Operator shall All micromobility devices must comply with safety standards established by the Consumer Product Safety Commission and all other federal, state, and city safety standards.
- (a)(b) Bicycle standards. All bicycles must meet the standards outlined in the following:
1. Code of Federal Regulations, Title 16, Chapter II, Subchapter C, Part 1512 -- Requirements for Bicycles, as may be amended;
 2. International Standards Organization 43.150 -- Cycles, subsection 4210, as may be amended; and
 3. ~~Section 551.104 of the~~ Texas Transportation Code; Section 551.104 as may be amended, regulating the safety equipment of bicycles.
- (b)(c) Signage. All Operatorsoperators shall have visible language on City approved signs approved by the City in designated parking areas or other appropriate places that notifynotifying the usercustomer that:
1. Helmet use is encouraged while riding; ~~the Bicycle;~~
 2. UserCustomers shall yield to pedestrians on sidewalks; and
 3. When ridingCustomers when operating on a street, Bicyclistsroad must follow the rules of the road as one would in a motor vehicle.
- (d) Micromobility device speed. The speed of any micromobility device may not exceed 15 miles per hour. The operator must install a governor or some type of device to not allow the micromobility device's speed to exceed 15 miles per hour. Upon request of the City, operators may be required to employ speed reductions below 15 miles per hour in specified areas to ensure safety.

Sec. 8-819. Bicycle Parking.

~~(a) Proper Parking.~~ All Bicycles deployed by an Operator shall be parked:

- ~~1. In an upright position on top of a hard surface;~~
- ~~2. In a manner that does not detrimentally impact vehicular or pedestrian traffic; and~~

~~(a) -Parking hubs.~~ Parking hubs may be required or requested where demand exists to create a system that users can rely on and expect micromobility devices when needed.

~~(b) Lock-to parking.~~ Provide micromobility devices that have a built-in or attached locking system for customers to secure the device. Customers must park and lock all micromobility devices to:

1. A bicycle rack; or
2. An operator designated parking area; and
- ~~3.~~ Only within a Geo-Fence Zone or Home Zone, the operator's geo-fence zone.

~~(b)(c) Improper Parking.~~ Bicyclesparking. Micromobility devices shall not be parked adjacent to or within:

- ~~1. Transit zones, including bus stops and shelters;~~
- ~~2.1.~~ Loading zones;
- ~~3.2.~~ ADA handicap parking zones;
- ~~4.3.~~ Street furniture that requires pedestrian access;
- ~~5.4.~~ Curb ramps;
- ~~6.5.~~ Entryways and driveways;
- ~~7.6.~~ Within the visibility triangle at intersections;
- ~~8.7.~~ Rail roadRailroad tracks and crossings;
8. Streets, light poles, utility poles, traffic signs, traffic signals, benches, tables, trash receptables or any other publicly owned property, structure, or facility, unless parking at an approved rack for parking.
9. Passenger loading zones or valet parking service areas; and
10. A place where the City determines poses an unreasonable risk to the health, safety, and welfare of the general public.

~~(e)(d) Block Facesfaces.~~ City reserves the right to determine certain block faces where ~~Dockless Bicycle~~ parking is prohibited;

~~(d)(e) Remove or Relocate~~relocate. Relocate or remove from the ~~Public Right~~public right-of-Wayway or anywhere within the City each ~~Bicycle~~any micro-mobility device that is illegally parked, inoperable, unsafe, abandoned, or otherwise failing to meet the standards under in violation of this Article, ~~within the following times: or any other applicable law:~~

1. Within two hours of when ~~Operator~~operator becomes aware of or receives notice between 6:00 a.m. to 6:00 p.m., seven days per week, ~~except a holiday observed by the closure of City offices;~~ and
2. Within ~~twelve~~ {12} hours of when ~~Operator~~operator becomes aware of or receives notice during all other times.

Sec. 8-820. Survey, ~~Records~~records, and ~~Data-Sharing.~~

~~Dockless Bike Share~~ data sharing. Operators are required to report monthly information to the City regarding their operations, fleet, and membership. The goal of these reports is to better understand how the entire ~~Dockless Bike Share System is being~~ shared system is utilized and to better inform future policy changes. Operators will work with the City to provide the following information on their operations in the City:

- (a) Number of ~~Bicycles~~ micromobility devices in their ~~Dockless Bike Share System;~~ shared system;
- (b) Origin and destination data;
- (c) Usage (total trips, per timeframe, per location, per ~~Bicycle~~); micromobility device);
- (d) Total number of ~~Customers;~~ customers and miles traveled;
- (e) Customer survey and general demographics (if available);
- (f) Reported repairs, collisions;
- (g) Removal or relocation data including response times and locations; and
- (h) Any other data determined by City as necessary to ensure compliance with this Article and with applicable law.

Sec. 8-821. Relocation, ~~Removal~~ removal or **Impoundment.**

impoundment. The City has the right to relocate, remove,– or impound any obstruction or encumbrance caused by ~~a Bicycle~~ micromobility devices anytime ~~such Bicycle poses a threat~~ one may pose a risk to the health, safety, and welfare of the ~~general~~ public or anytime a ~~Bicycle has been~~ micromobility device is illegally parked, abandoned, or is otherwise located in violation of this Article. ~~In such case or any other applicable law. If the Operator~~ City relocates, removes, or impounds any micromobility devices the operator may be assessed a fee ~~in accordance with this Article.~~

Sec. 8-822-. Indemnity. By making application for a permit, the ~~Operator~~ operator, its assigns, successors, and representatives agree to and shall defend, indemnify, release, and hold the City, its agents, employees, officers, volunteers, and legal representatives harmless for all claims, causes of action, liabilities, fines, and expenses ~~(, including, without limitation, attorneys' attorneys' fees, court costs, and all other defense costs and interests)~~ for injury, death, damage, or loss to personal or real property sustained in connection with or incidental to the activity related to operating a ~~Dockless Bike Share System~~ shared system in the City and as ~~may be~~ authorized by the permit.

Sec. 8-823-. Insurance. The following types of insurance must be procured and maintained by Operator:

- (a) **Commercial general liability with minimum limits of liability per occurrence of \$1,000,000.00 with \$2,000,000.00 general aggregate.**
 1. Policy shall be written by a licensed carrier authorized to do business in Texas, rated A:VI or better under the current A. M. Best Key Rating Guide.
 2. Policy shall be endorsed to name the City of College Station as an ~~Additional Insured~~ additional insured, with a waiver of subrogation rights and ~~"~~ "primary and non-contributory~~"~~ " language with regard to any self-insurance or insurance the City may have or obtain.

3. Policy shall not exclude: personal and advertising liability, contractual liability (for the indemnity provided herein), products/completed operations; independent contracts.
- (b) **Business ~~Automobile Liability~~ — automobile liability.**
1. Policy shall be written by a licensed carrier authorized to do business in Texas rated A:VI or better under the current A. M. Best Key Rating Guide.
 2. Policy shall name the City of College Station as an ~~Additional Insured~~additional insured, with a waiver of subrogation rights and ~~"primary and non-contributory"~~ language with regard to any self-insurance or insurance the City may have or obtain.
 3. Minimum combined single limit of liability of \$1,000,000.00 for bodily injury and property damage.
 4. Coverage shall include any autos, owned autos, leased or rented autos, non-owned autos and hired autos.
- (c) **~~Workers'~~Workers' Compensation Insurance.**
1. Statutory limits required.
 2. ~~Employer's Liability~~Employer's liability minimum limits of liability of \$1,000,000.00 for each accident/each disease/each employee.
 3. ~~"Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04."~~
 4. Texas must appear in Item 3A of the ~~Workers'~~Workers' Compensation coverage or Item 3C must contain the following: ~~"All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY."~~
- (d) **Cyber Liability. Minimum limits of \$5,000,000 for third party losses. Coverage must include the following:**
1. Enterprise Security Event Liability
 2. Payment Card Industry-Data Security Standards (PCI-DSS) Fines
 3. Privacy Regulation
 4. Media Liability
 5. Crisis Management Expense
 6. Fraud Response Expense
 7. Public Relations Expense
 8. Forensic and Legal Expense Includes PCI Re-Certification Services
 9. Extortion Loss
 10. Ransomware Loss
 11. Social Engineering Fraud Loss
 12. Telecommunications Theft Loss
 13. Extortion Threat Reward Reimbursement Expense
 14. Bricking Coverage
 15. Cryptjacking Coverage
 16. Invoice Manipulation
 17. Mitigation Expense
 18. Reputational Loss
 19. Cyber First Party Coverages Proof of Loss
 20. Business Interruption – Service Disruption
 21. Business Interruption – Service Failure

- 22. Business Interruption – System Disruption
- 23. Business Interruption – System Failure
- 24. Data Recovery Expense
- 25. Business Interruption Coverages Proof of Loss

~~(d)~~(e) Operator shall provide the City with evidence of required coverage on the most current State of Texas Department of Insurance-approved form. Carrier may be an eligible non-admitted insurer in the State of Texas.

~~(e)~~(f) ~~Policy~~Policies shall not be canceled, non-renewed, suspended or reduced in limits of liability until the City has received 30 ~~days'~~days' written notice of such change. Should policies lapse or expire, the permit shall automatically be suspended and ~~Operator~~operator shall discontinue its ~~Dockless Bike Share System~~shared system within the City. Such permit suspension shall be in effect until ~~Operator~~operator provides City with evidence of a replacement policy. If ~~Operator~~operator fails to provide evidence of replacement policies acceptable to the City within five ~~(5)~~-business days following the policy lapse, the permit shall terminate automatically.

Sec. 8-824. Fees and ~~Costs~~costs.

- (a) The following fees are established and may be assessed by the City in the amount set forth in Section 2-117:
1. Permit ~~Application Fee~~application fee.
 2. Permit ~~Renewal Fee~~renewal fee.
 3. Removal, ~~Impoundment and~~impoundment or ~~Relocation Fee~~relocation fee.
 4. Abandonment fee.

Sec. 8-825. Violation ~~Penalties~~.

; penalties. It shall be unlawful for ~~a Dockless Bike Share Operator~~an operator or person to operate, maintain or conduct ~~within the City a Dockless Bike Share System~~a shared system without ~~first securing~~ a permit, and ~~or~~ without complying with all of the provisions of this Article or any other law.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 8, “BUSINESSES,” ARTICLE XIII, “DOCKLESS BIKE SHARE PROGRAM,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE ARTICLE IN ITS ENTIRETY; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Chapter 8, “Businesses,” Article XIII, “Dockless Bike Share Program,” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That Chapter 8, “Businesses,” Article XIII, “Dockless Bike Share Program,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

ARTICLE XIII. SHARED MICROMOBILITY

Sec. 8-810. Applicability. This Article applies to all shared micromobility systems, their operators and any customer or person using those shared systems.

Sec. 8-811. Definitions. The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandonment means an operator ceases operation and does not remove their micromobility device inventory and associated equipment.

Customer means a person who rents or otherwise uses a micromobility device from a shared system.

Geo-fence platform means an interactive web application or other tool that includes a map with real-time device location data for the City to effectively regulate and make informed decisions about micromobility devices in the City's public spaces.

Geo-fence zone means a defined geographic service area that utilizes Global Positioning System (GPS) or similar location-based technology and registers when a shared micromobility device enters or leaves such designated area and in which the operator is allowed to conduct certain activities as set forth in this Article.

Lock-to parking means a built-in or attached locking system for securing a micromobility device to a bicycle rack or operator designated parking area.

Micromobility device means a bicycle, an electric bicycle, or a motor-assisted scooter as defined or may be amended in the Texas Transportation Code Chapters 541, 664, and 551 and designed for personal micromobility that is part of a shared micromobility system equipped with GPS or comparable technology capable of providing real-time location data.

Operator means a corporation, firm, joint venture, limited liability company, partnership, person, or other organized entity operating or desiring to operate a shared micromobility system.

Operator designated parking area means parking installed by the operator that accommodates lock-to parking and receives approval from the City before being installed.

Parking hub means an area within a geo-fence zone that an operator maintains a minimum amount of micromobility devices.

Public right-of-way means public land acquired by reservation, dedication, prescription, deed, or condemnation and intended for use by the public as a street, alley, or other public way.

Shared micromobility system or shared system means a publicly offered shared transportation service enabling a person to obtain short-term access to a micromobility devices on an as-needed basis. This does not include an owner of a micromobility device which is solely used for private transportation by its owner or pedicabs.

Sec. 8-812. Permit Required.

- (a) **Permit.** Operators and shared systems are required to obtain a permit before operating a shared system.
- (b) **Permit Term.** Permits are issued for 12-months, unless expressly provided otherwise in this Article.
- (c) **Applicable Laws.** Shared systems, operators and customers must operate according to the terms and conditions of a City permit, this Article and any other applicable laws.

Sec. 8-813. Permit application. An operator must submit a permit application or for permit renewal application and shall not operate a shared system until the permit or permit renewal is approved by the City. The permit or permit renewal application shall contain the following:

- (a) The name and form of business of the operator;
- (b) The name, phone number, and business street address and mailing address if different of the operator and operator's agent for service of legal process, if different;
- (c) The name, phone number, cell phone number, and street address of the local representative of the operator to the City available and authorized to act on behalf of the operator;
- (d) Size and location of fleet;
- (e) A photographic image or visual representation of each type of micromobility device to be deployed as part of operator's shared system;
- (f) A description of an internet-enabled mobile device application to be used by customers to register membership to locate, use, pay for, lock, and unlock each micromobility device;
- (g) The proposed geo-fence zones, including any area in which an operator plans to expand its shared system during the permit period;
- (h) An operations plan as required by this Article;
- (i) Proof of current coverage of insurance as required by this Article;
- (j) Payment of a permit fee in the amount applicable to the operator as specified in this Article;
- (k) The provision of any other information reasonably requested by the City in making its determination; and
- (l) An escrow account as required by this Article.

Sec. 8-814. Granting, renewing permit and permit terms.

- (a) **Granting or renewing permits.** A shared system can only be operated with a City permit.
- (b) **Permit terms.** The City may identify geo-fence zones within which an operator may conduct certain activities and such other reasonable terms as are necessary to ensure the public health, safety, and welfare of the general public.

Sec. 8-815. Permit denial and revocation.

- (a) **Denial and Revocation.** A permit application, permit or permit renewal application is denied and no permit is issued or a permit may be revoked if the City finds that:
 - 1. Any statement made in the application is incomplete, inaccurate, misleading, or false;
 - 2. The operator, its partners, officers, owners, and other principals have not paid to the City all fees due under this Article;
 - 3. The operator has otherwise not complied with this Article or has had a history of noncompliance with the provisions of this Article;
 - 4. Poor customer response or service;
 - 5. Posing an unreasonable risk to the health, safety and welfare of the general public;
 - 6. Having a history of violating one or more requirements of this Article;
 - 7. Nonpayment for monies owed City in accordance with this Article; or
 - 8. Operator's failure to comply with its permit, this Article, or any applicable federal, state, or local law or regulation.
- (b) **Notice of permit denial or revocation.** The City shall provide the operator written notice within ten days of permit denial or revocation. The notice shall state the reason(s) for the decision and inform the operator of its right to appeal the decision in writing, including by when and to whom it must be delivered.

Sec. 8-816. Appeal of permit denial or revocation.

- (a) **Written Appeal.** An operator may appeal the revocation, denial or permit terms to the City Manager or designee if the operator requests an appeal in writing and delivers it to the City Manager or designee not more than ten business days after receiving notice of the action.
- (b) **Hearing.** The City Manager or designee shall act as the appeal hearing officer and shall conduct a hearing as soon as practicable or within five business days of receipt of notice of appeal. The hearing officer shall give the appealing party an opportunity to present information and to make argument on its behalf. The hearing officer may affirm, modify or reverse all or part of the action being appealed. If operator is in non-compliance with this Article or other applicable law, the hearing officer may give the operator an opportunity to correct the violation.
- (c) **Final Decision.** The hearing officer's decision is rendered in writing to operator and as soon as practicable or within five business days of the hearing. The hearing officer's decision is final.

Sec. 8-817. Shared system operating requirements. Shared system operators shall do the following:

- (a) **Customer communication.** Provide an application for customers to notify the operator of a safety or maintenance issue, including a telephone number, web address, and email address that must be properly established, maintained and available 24 hours a day.
- (b) **Information affixed on each micromobility device.** Affix on each micromobility device the following:
 - 1. Operator contact information including the web site address;
 - 2. Operator's customer service contact information and how to report incorrectly parked micromobility devices, safety concerns, complaints, or questions;
 - 3. A clearly visible name, logo, trademark, or other operator identifying information; and
 - 4. A unique identification consisting of number or letters or both for each deployed micromobility device.
- (c) **Customer notification.** Notify customers via a web site or mobile device application the following information:
 - 1. Customers are encouraged to wear helmets;
 - 2. Customers must follow all traffic laws;
 - 3. Customers must properly park in compliance with this Article and applicable laws; and
 - 4. That the City is not responsible for educating customers regarding laws related to micromobility devices. Neither is the City responsible for educating customers on how to ride or operate a micromobility device.
- (d) **Staffing.** Maintain sufficient staffing levels who are able and competent to relocate or rebalance all micromobility devices on a regular basis and as needed by the City. Staff must be able and competent in handling local issues, including timely removals, installation or maintenance of equipment and other issues arising pursuant to this Article requiring local action on the part of the operator.
- (e) **Contact information to City.** Provide to City contact information for operator's staff responsible for the relocating or rebalancing micromobility devices, and the handling of all local issues as they arise, including removals, installation or maintenance of equipment, and other issues arising pursuant to this Article requiring local action on the part of the operator.
- (f) **Repairs.** Assume responsibility for costs and all obligations associated with properly maintaining its micromobility devices in good, safe operating condition, including fixing, repairing, or correcting each micromobility device that is considered inoperable, unsafe, or otherwise in violation of the standards under this Article before re-deployment back into service.
- (g) **Repair and reimbursement of City costs.** Be responsible for repair and payment of actual costs of repair to public infrastructure damaged by the use of operator's micromobility devices, including reimbursement to the City if the City makes repairs and including payment of costs incurred by the City to remove or store micromobility devices that are improperly parked or otherwise are required to be removed from the public right-of-way or other areas pursuant to this Article. Payment shall be due within 30 days of written notice by City to the operator.

- (h) Permit information change.** Keep at all times any permit information current and accurate. Changes in any permit information, including geo-fence zones, size of fleet, change of inventory of fleet, change of address, contact person, or any other information must be approved by the City by requesting an amendment to the permit before instituting such change.
- (i) Geo-fence zones.** Operate and conduct business within a geo-fence zone approved by the City and defined as follows:

 - 1. Texas A&M University (TAMU) geo-fence zone: An area identified in partnership with TAMU and their contracted operator of choice generally including areas surrounding the TAMU campus.
 - 2. Other geo-fence zones: Areas outside TAMU owned property and within areas that are defined in partnership with the City and the operator. These areas typically include higher concentrations of commercial, multi-family and single-family land uses.
 - 3. The City has final and sole discretion on geo-fence zone locations.
 - 4. The operator must provide a geo-fence platform for City use that must be kept operational at all times when operating within the City.
- (j) Operations plan.** Develop and provide a plan to ensure the orderly conduct of the system as a whole and which addresses all traffic, safety, public nuisance, and aesthetic issues including:

 - 1. Maintenance and inspection schedules of each micromobility device, recovery and repair of unsafe or inoperable devices before redeployment; and
 - 2. Education of customers on the safe use of each micromobility device, knowledge of compliance of all applicable laws and proper parking.
- (k) Escrow account.** Provide \$5,000.00 in cash for the City to hold in escrow for the permit term to cover the City's direct costs due to violations of the permit, this Article and any other applicable laws. If the escrow account drops below \$500.00 the operator shall provide additional cash to the City to raise the amount back to \$5,000.00.
- (l) Inoperable or unsafe micromobility devices.** Remove inoperable or unsafe devices from service within 24 hours after notice from a customer, the City, or any third party. Such devices shall be repaired before returned to service.
- (m) Use of latest technology.** Use and employ the latest technology reasonably available to carrying out its shared system operations, including enhancements to safety, accountability, and precision of location of micromobility devices.
- (n) Operations center.** Maintain a staffed operations center located within the City.
- (o) Rebalancing.** Proactively monitor and rebalance micromobility devices to ensure their availability throughout the geo-fence zone. At a minimum this includes rebalancing when micromobility devices have been in the same location for 5 or more consecutive days, when three fourths of available parking is occupied, or upon request of the City.

Sec. 8-818. Safety.

- (a) All micromobility devices must comply with safety standards established by the Consumer Product Safety Commission and all other federal, state, and city safety standards.
- (b) **Bicycle standards.** All bicycles must meet the following:
 - 1. Code of Federal Regulations, Title 16, Chapter II, Subchapter C, Part 1512 - Requirements for Bicycles, as may be amended;
 - 2. International Standards Organization 43.150 - Cycles, subsection 4210, as may be amended; and
 - 3. Texas Transportation Code Section 551.104 as may be amended, regulating the safety equipment of bicycles.
- (c) **Signage.** All operators shall have visible language on City approved signs in designated parking areas or other appropriate places notifying the customer that:
 - 1. Helmet use is encouraged while riding;
 - 2. Customers shall yield to pedestrians on sidewalks; and
 - 3. Customers when operating on a road must follow the rules of the road as one would in a motor vehicle.
- (d) **Micromobility device speed.** The speed of any micromobility device may not exceed 15 miles per hour. The operator must install a governor or some type of device to not allow the micromobility device's speed to exceed 15 miles per hour. Upon request of the City, operators may be required to employ speed reductions below 15 miles per hour in specified areas to ensure safety.

Sec. 8-819. Parking.

- (a) **Parking hubs.** Parking hubs may be required or requested where demand exists to create a system that users can rely on and expect micromobility devices when needed.
- (b) **Lock-to parking.** Provide micromobility devices that have a built-in or attached locking system for customers to secure the device. Customers must park and lock all micromobility devices to:
 - 1. A bicycle rack; or
 - 2. An operator designated parking area; and
 - 3. Only within the operator's geo-fence zone.
- (c) **Improper parking.** Micromobility devices shall not be parked adjacent to or within:
 - 1. Loading zones;
 - 2. ADA handicap parking zones;
 - 3. Street furniture;
 - 4. Curb ramps;
 - 5. Entryways and driveways;
 - 6. Within the visibility triangle at intersections;
 - 7. Railroad tracks and crossings;
 - 8. Streets, light poles, utility poles, traffic signs, traffic signals, benches, tables, trash receptacles or any other publicly owned property, structure, or facility, unless parking at an approved rack for parking.
 - 9. Passenger loading zones or valet parking service areas; and
 - 10. A place where the City determines poses an unreasonable risk to the health, safety, and welfare of the general public.

- (d) **Block faces.** City reserves the right to determine certain block faces where parking is prohibited.
- (e) **Remove or relocate.** Relocate or remove from the public right-of-way or anywhere within the City each any micro-mobility device that is illegally parked, inoperable, unsafe, abandoned, or in violation of this Article or any other applicable law:
 - 1. Within two hours of when operator becomes aware of or receives notice between 6:00 a.m. to 6:00 p.m., seven days per week; and
 - 2. Within 12 hours of when operator becomes aware of or receives notice during all other times.

Sec. 8-820. Survey, records, and data sharing. Operators are required to report monthly information to the City regarding their operations, fleet, and membership. The goal of these reports is to better understand how the entire shared system is utilized and to better inform future policy changes. Operators will work with the City to provide the following information on their operations in the City:

- (a) Number of micromobility devices in their shared system;
- (b) Origin and destination data;
- (c) Usage (total trips, per timeframe, per location, per micromobility device);
- (d) Total number of customers and miles traveled;
- (e) Customer survey and general demographics (if available);
- (f) Reported repairs, collisions;
- (g) Removal or relocation data including response times and locations; and
- (h) Any other data determined by City as necessary to ensure compliance with this Article and with applicable law.

Sec. 8-821. Relocation, removal or impoundment. The City has the right to relocate, remove, or impound any obstruction or encumbrance caused by micromobility devices anytime one may pose a risk to the health, safety, and welfare of the public or anytime a micromobility device is illegally parked, abandoned, or is otherwise located in violation of this Article or any other applicable law. If the City relocates, removes, or impounds any micromobility devices the operator may be assessed a fee.

Sec. 8-822. Indemnity. By making application for a permit, the operator, its assigns, successors, and representatives agree to and shall defend, indemnify, release, and hold the City, its agents, employees, officers, volunteers, and legal representatives harmless for all claims, causes of action, liabilities, fines, and expenses, including, without limitation, attorneys' fees, court costs, and all other defense costs and interests for injury, death, damage, or loss to personal or real property sustained in connection with or incidental to the activity related to operating a shared system in the City and as authorized by the permit.

Sec. 8-823. Insurance. The following types of insurance must be procured and maintained by Operator:

- (a) Commercial general liability with minimum limits of liability per occurrence of \$1,000,000.00 with \$2,000,000.00 general aggregate.**
 1. Policy shall be written by a licensed carrier authorized to do business in Texas, rated A:VI or better under the current A. M. Best Key Rating Guide.
 2. Policy shall be endorsed to name the City of College Station as an additional insured, with a waiver of subrogation rights and "primary and non-contributory" language with regard to any self-insurance or insurance the City may have or obtain.
 3. Policy shall not exclude: personal and advertising liability, contractual liability (for the indemnity provided herein), products/completed operations; independent contracts.
- (b) Business automobile liability.**
 1. Policy shall be written by a licensed carrier authorized to do business in Texas rated A:VI or better under the current A. M. Best Key Rating Guide.
 2. Policy shall name the City of College Station as an additional insured, with a waiver of subrogation rights and "primary and non-contributory" language with regard to any self-insurance or insurance the City may have or obtain.
 3. Minimum combined single limit of liability of \$1,000,000.00 for bodily injury and property damage.
 4. Coverage shall include any autos, owned autos, leased or rented autos, non-owned autos and hired autos.
- (c) Workers' Compensation Insurance.**
 1. Statutory limits required.
 2. Employer's liability minimum limits of liability of \$1,000,000.00 for each accident/each disease/each employee.
 3. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04."
 4. Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY."
- (d) Cyber Liability.** Minimum limits of \$5,000,000 for third party losses. Coverage must include the following:
 1. Enterprise Security Event Liability
 2. Payment Card Industry-Data Security Standards (PCI-DSS) Fines
 3. Privacy Regulation
 4. Media Liability
 5. Crisis Management Expense
 6. Fraud Response Expense
 7. Public Relations Expense
 8. Forensic and Legal Expense Includes PCI Re-Certification Services
 9. Extortion Loss
 10. Ransomware Loss
 11. Social Engineering Fraud Loss
 12. Telecommunications Theft Loss

13. Extortion Threat Reward Reimbursement Expense
 14. Bricking Coverage
 15. Cryptojacking Coverage
 16. Invoice Manipulation
 17. Mitigation Expense
 18. Reputational Loss
 19. Cyber First Party Coverages Proof of Loss
 20. Business Interruption – Service Disruption
 21. Business Interruption – Service Failure
 22. Business Interruption – System Disruption
 23. Business Interruption – System Failure
 24. Data Recovery Expense
 25. Business Interruption Coverages Proof of Loss
- (e) Operator shall provide the City with evidence of required coverage on the most current State of Texas Department of Insurance-approved form. Carrier may be an eligible non-admitted insurer in the State of Texas.
- (f) Policies shall not be canceled, non-renewed, suspended or reduced in limits of liability until the City has received 30 days' written notice of such change. Should policies lapse or expire, the permit shall automatically be suspended and operator shall discontinue its shared system within the City. Such permit suspension shall be in effect until operator provides City with evidence of a replacement policy. If operator fails to provide evidence of replacement policies acceptable to the City within five business days following the policy lapse, the permit shall terminate automatically.

Sec. 8-824. Fees and costs.

- (a) The following fees are established and may be assessed by the City in the amount set forth in Section 2-117:
1. Permit application fee.
 2. Permit renewal fee.
 3. Removal, impoundment or relocation fee.
 4. Abandonment fee.

Sec. 8-825. Violation; penalties. It shall be unlawful for an operator or person to operate, maintain or conduct a shared system without a permit, and without complying with all of the provisions of this Article or any other law.