

1           **-DIRECTOR RULES FOR DEPLOYMENT AND OPERATION OF**  
2           **SHARED SMALL VEHICLE -MOBILITY SYSTEMS**

3  
4           **Dockless Mobility Technology**

5  
6  
7           **Section 1 – Definitions**

8  
9           Defined terms used in these rules shall have the meanings assigned to them in  
10          City Code, Chapter 14-9 or as follows:

11  
12          ~~**Parking Box** means an area designated by the Director within the public right of~~  
13          ~~way, typically delineated with traffic grade striping or paint, where dockless~~  
14          ~~bicycles and scooters are to be parked when not in active use.~~

15  
16          **Bike Share Station** or Hub means a fixed location designated by the Director,  
17          consisting of several docking devices where bicycles may be returned or  
18          retrieved.

19  
20          **Designated Area** means any part of the public right-of-way designated by the  
21          Director ~~of transportation,~~ for the placement of dockless units.

22  
23          **Director** means the ~~Director, Austin Transportation Department~~  
24          ~~Director designated by the city manager.~~

25  
26          **Director's Rules** means these rules and procedures established by the Director  
27          ~~of transportation,~~ under Chapter 14-9, to provide additional guidance and clarity  
28          on the administration of transportation mobility systems and services.

29  
30          **Dockless Bicycle or Tricycle** means a Dockless Mobility Unit consisting of a  
31          two ~~or three~~ wheels held in a frame ~~one behind the other,~~ propelled by pedals  
32          and steered with handlebars, ~~including electric-assist bicycles,~~ that ~~are~~ part of  
33          a publically offered transportation system that does not require a fixed apparatus  
34          for its receipt or return.

35  
36          **Dockless Mobility System** means a mobility system or service licensed by the  
37          City, comprised of unit(s) for the purpose of transportation or conveyance.

38  
39          **Dockless Mobility Unit** means a singular vehicle used in a greater, publically  
40          offered transportation Dockless Mobility System for the conveyance of people,  
41          goods or services, that does not require fixed docking stations or apparatus to  
42          receive or return a unit.

1 **Dockless Scooter** means a Dockless Mobility Unit consisting of a footboard  
2 mounted on two or more wheels and a steering handle, that is part of a publicall  
3 offered transportation system that does not require a fixed apparatus for its  
4 receipt or return.

5  
6 **Electric Assist** means an electric motor affixed to a dockless mobility unit~~bicycle~~  
7 ~~regulated by pedaling~~, that assists the efforts of the driver when they are  
8 pedaling.

9  
10 **Good Standing** means the status of an applicant or licensee, which is compliant  
11 with the payment of all statutory fees, fines and the filing of required data,  
12 statistics and reports and all requirements of the Director's rules.

13  
14 **Licensee** means a person(s) who holds a license issued by the City under  
15 Chapter 14-9 of the City Ceode to operate a city-wide service. The term includes  
16 any employee, agent or independent contractor hired by the permit holder.

17  
18 **Notice** means a communication such as a letter, citation or civil penalty, warning  
19 or announcement.

20  
21 **Parking Box** means an area designated by the Director within the public right-of-  
22 way, typically delineated with traffic grade striping or paint, where dockless  
23 bicycles and scooters are to be parked when not in active use.

24  
25 **Restricted Area** means any part of the public right-of-way restricted by the  
26 Director ~~of transportation~~, for the placement of dockless units.

27  
28 **Unit** means a singular vehicle used for the transportation or conveyance of  
29 people, goods or services.

30  
31 **Unit Placement Plan** means the written plan regarding the licensee's internal  
32 program, policy decisions and proposed actions in order to come into compliance  
33 with the rules, regulations and standards established by the City, in order to  
34 avoid violation of the City's ordinances or Director's rules.

## 35 36 **Section 2 – Dockless Mobility Units**

- 37  
38 A. Dockless Mobility Units ~~shall~~must only be available to customers at rates that  
39 are clearly and understandably communicated to the customer prior to use.  
40  
41 B. Each Dockless Mobility Unit shall prominently display the name of the licensee,  
42 their current contact information and a unique unit number. -  
43  
44 C. Dockless Mobility Units shall be equipped with a brake, and, for those units that  
45 operate at nighttime, a front light that emits white light and a red light and

1 reflector at the rear of the unit, pursuant to Section 551.104 of the Texas  
2 Transportation Code. All Dockless Mobility Units must have always-on front and  
3 back lights that are visible from a distance of at least ~~5300~~ 500 feet under normal  
4 atmospheric conditions at night. Front and rear lights must stay on at least 90  
5 seconds after the unit has stopped.  
6

- 7 D. Dockless Mobility Units shall be equipped with an on-board GPS unit or  
8 equivalent that can report the location of a unit at any time for the purposes of  
9 use, recovery, repair, ~~and~~ data collection, and incident investigation.  
10
- 11 E. Dockless Mobility Units shall be high quality, sturdily built to withstand the rigors  
12 of outdoor storage and constant use.  
13
- 14 F. Dockless Mobility Units shall employ tamper-resistant security hardware.  
15
- 16 G. Electric-assist Dockless Mobility Units used in systems issued a license must  
17 employ an electric motor of less than 750 watts (1 h.p.).  
18
- 19 H. Bicycles used in Dockless Mobility Systems issued a license shall meet  
20 standards outlined in the Code of Federal Regulation (CFR) under Title 16,  
21 Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles. Additionally,  
22 licensed systems shall meet the safety standards outlined in International  
23 Organization for Standardization (ISO) 43.150 – Cycles, subsection 4210.  
24
- 25 I. Electric bicycles used in Dockless Mobility Systems shall meet the most up-to-  
26 date definition of low-speed electric bicycle outlined in CPSC Public Law 107-309  
27 for Low Speed Electric Bicycle and 15 U.S.C. Chapter 47 Section 2085, ~~and~~ be  
28 equipped with fully operable pedals and shall be subject to the same  
29 requirements as ordinary bicycles.  
30
- 31 J. Scooters used in Dockless Mobility Systems shall meet the most up-to-date  
32 equivalent safety standards as those outlined in the Code of Federal Regulations  
33 and the International Organization for Standardization for bicycles. Currently,  
34 scooters shall meet CPSC in Public Law 107-309 for standards around weight  
35 bearing.  
36
- 37 ~~KL.~~ For all dockless electric scooters and bicycles used in Dockless Mobility  
38 Systems, the maximum motor-assist speed for licensed units shall be 1520 mph,  
39 when ridden in the street environment.  
40
- 41 ~~LM.~~ Dockless Mobility Units shall be able to securely stand upright when parked.  
42
- 43 ~~MN.~~ Dockless Mobility Units shall be inspected when removed from routine service, to  
44 ensure that all of its components are present and functioning properly.  
45

### 46 Section 3 – Service Area and Size of Fleet

- 1  
2 A. The Director shall issue one initial license, per mobility unit type.  
3  
4 B. The Director shall limit the number of units licensed to a maximum of five  
5 hundred (500) units, per initial license.  
6  
7 C. The total number of deployed units within a licensed area must maintain a  
8 minimum average of ~~of~~ 2 trips per day, determined by monthly usage. Should  
9 this demand not be met, the Director may require a portion of the units to be  
10 relocated or removed.  
11  
12 D. The Director ~~may~~ issue supplemental licenses, per mobility unit type, to ~~deploy~~  
13 additional units outside the initial license area, in increments of two hundred and  
14 fifty (250) units, per licensed area, provided they meet the following criteria:  
15  
16 1. The licensee provides a specific geographic area, in ESRI ArcGIS  
17 shapefile format, of at least 5 square miles in size;  
18  
19 2. All additional units ~~will operate~~ shall be deployed outside of the Downtown  
20 Austin Project Coordination Zone (DAPCZ) as verified in real-time through  
21 a web-based application programming interface (API);  
22  
23 3. The performance bond is adjusted at \$100/unit to cover all units operated  
24 by the licensee; ~~and~~  
25  
26 4. There is not another compelling reason, as determined by the Director, to  
27 limit fleet size.  
28  
29 E. The Director may permit additional units within a supplemental licensed area in  
30 increments of 250 units per type, provided the deployed units meet an average of 3  
31 trips per day, determined by monthly usage.  
32  
33 FE. Licensees shall only operate within the City of Austin full purpose, public right-of-  
34 way.  
35  
36 GF. Licensees shall not operate or access dockless units within parks, publically-  
37 accessible plazas subject to City license agreements with private property owners,  
38 off-street parking lots/garages, state owned land and/or facilities, campuses, or other  
39 areas outside of the City of Austin public right-of-way, unless authorized by a  
40 separate agreement.  
41  
42 HG. Licensee shall be responsible for monitoring distribution of units available to  
43 customers according to parameters required by the Director. The Director may  
44 require a reduction in a licensee's total number of units based on the overall number  
45 of units concentrated within a specific area. Licensees shall reduce the number of  
46 units according to the following timelines:

- 1
- 2 1. Reduction shall occur within four (4) hours of receipt of notice on
- 3 weekdays, 6am and 6pm, not including holidays~~;~~
- 4
- 5 2. At all other times, reduction shall occur within ten (10) hours of receipt of
- 6 notice~~;~~
- 7

8 ~~H.~~ The Director, ~~for good cause,~~ may terminate a license at any time ~~for cause,~~ and

9 require that the entire fleet of units be removed from ~~City Austin~~ streets, within ten

10 (10) calendar days.

11

12 ~~J.~~ The Director may issue supplemental licenses and expand allowable fleet size by an

13 amount determined by the Director, for strategies that promote or incentivize good

14 parking or riding behaviors. Licensed operators shall submit strategies for review

15 and approval by the Director. Below are some examples:

16

- 17 1. The ability to lock to fixed bike parking infrastructure~~;~~
- 18
- 19 2. Technology that enables the licensee to elicit specific behavior from riders, for
- 20 an outcome that enhances safety and mobility~~;~~
- 21
- 22 3. Augmented reality that uses digital interface to display virtual parking or no
- 23 parking zones to riders; ~~and;~~
- 24
- 25 4. Ability to govern speed and riding location remotely.
- 26

## 27 Section 4 – Safety

- 28
- 29 A. Licensee ~~must~~~~shall~~ be capable of quickly identifying and addressing safety and
- 30 maintenance issues with one or more of their dockless mobility units, including a
- 31 mechanism for customers to notify the company that there is a safety or
- 32 maintenance concern with the unit.
- 33
- 34 B. Licensee shall be capable of remotely disabling the use of a unit should it be
- 35 reported or found to have a safety, maintenance or other hazardous condition.
- 36 Dockless units that are reported as unsafe or non-functional shall be immediately
- 37 deactivated for rental and removed from operations until sufficiently repaired.
- 38
- 39 C. Licensee shall remove any unit that is not safe to operate within four (4) hours of
- 40 receipt of notice and shall not be redeployed until repaired.
- 41
- 42 D. ~~Licensed operators~~Licensees shall respond to complaints and obstructions within
- 43 the following timeframes:
- 44

- 45 1. Emergency: Sidewalk Obstruction of less than 3 feet – 60 minutes;

1  
2 2. ~~Emergency:~~ Travel and bicycle lanes – 60 minutes;

3  
4  
5 3. ~~Emergency: Other~~ Transit stop obstructions – 60 minutes;

6  
7 4. ~~Emergency:~~ Environmentally sensitive area– 60 minutes;

8  
9  
10 5. ~~Non-Emergency:~~ Private property – 2 hours;

11  
12 6. ~~Non-Emergency:~~ Rebalancing off-hours – 2 hours;

13  
14  
15 7. ~~Non-Emergency:~~ Other obstructions and nuisances – 2 hours;

16  
17 8. ~~Unauthorized portions of parks and trails – 2 hours; and~~

18  
19 ~~1.9. Other unauthorized areas – 2 hours.~~

20  
21 E. Licensee shall keep a record of reported collisions in a format as determined by  
22 the Director (See Section 7 - H). ~~Director.~~

23  
24 F. Licensee shall keep a record of maintenance activities which includes  
25 the including but not limited to unit identification number and maintenance  
26 performed.

27  
28 G. Licensee shall sign and record an indemnification agreement indemnifying and  
29 holding harmless the City.

30  
31 H. Licensee agrees to educate users on lawful and safe use of the dockless mobility  
32 units, including encouraging users to obey traffic control devices and ride with the  
33 flow of traffic.-

34  
35 I. The Director may require the removal of units with batteries or motors that are  
36 deemed unsafe for public use.

37  
38 J. Licensees operating electric-assist units shall have a program to ensure proper  
39 recycling of batteries and disposal of these batteries under Universal Waste  
40 Battery disposal standards under Title 40 of the Code of Federal Regulations  
41 (CFR) in part 273.

42  
43 K. Licensee shall require individuals or companies that pick up, drop off or charge  
44 units to wear high-visibility safety apparel that meets the Performance Class 2 or  
45 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American  
46 National Standard for High-Visibility Apparel and Headwear".

1  
2 L. Licensee shall employ an electronic method to ~~randomly~~ test the vehicle user  
3 no less than one out every 5 rentals, on ~~their understanding of~~ proper usage,  
4 ADA accessibility and vehicle parking prior to allowing the usage of a dockless  
5 vehicle as approved by the Director.

6  
7 M. Licensee shall participate in City of Austin initiatives that raise awareness for  
8 accessibility, mobility and the safety of pedestrians and mobility unit users.

9  
10 N. Licensee shall provide information relating to unit locations and unit users upon  
11 request of law enforcement or pursuant to judicial subpoena. (See Section 2-D).  
12

## 13 14 15 Section 5 – Parking

16  
17 A. Dockless units shall prominently display the licensee’s current contact  
18 information for the purposes of requesting removal, relocation or retrieval of the  
19 unit.  
20

21 B. Licensee shall park dockless units and instruct users on how to park units only in  
22 **designated areas**, defined as follows:  
23

24 1. The hard surface (e.g. concrete, asphalt) within the landscape/furniture  
25 zone of a sidewalk so long as there is at least 3-foot pedestrian clear  
26 zone;

27  
28 2. At a public bike rack; and  
29

30 3. ~~The a~~Any area designated by Parking Boxes, or other method as  
31 determined by the Director. Director may further designate areas by  
32 geofencing, Parking Boxes or other determined method.  
33

34 C. Licensee shall NOT park units and instruct users to NOT park units in **restricted**  
35 **areas**, defined as follows:  
36

37 1. In the area within or immediately adjacent to:

38  
39 a. Americans with Disabilities Act (ADA) accommodations including  
40 curb ramps, braille signs, railings and signal push buttons;

41  
42 b. Sidewalk Cafes or Street Patios;  
43

- c. Transit zones, including bus stops, shelters, passenger waiting areas, and bus layover and staging zones, except at existing bike racks or within areas approved by Capital Metro;
  - d. Loading zones;
  - e. Disabled parking zone;
  - f. Street furniture that requires parking access (for example, benches, pay stations);
  - g. Entryways;
  - h. Driveways, alley or curb cut
    - i. Sidewalks four (4) feet or less in width;
    - ii. Crosswalks;
    - iii. Fire hydrants;
    - iv. Drinking Fountain;
    - v. Public Art;
    - vi. Any fixed regulatory or informational sign;
  - j. ~~and Within 25 feet of a~~ Bike Share Stations.
  - k. Portions of parks that are deemed restricted by the Director of the Parks and Recreation Department.
2. City blocks where the landscape/furniture zone is less than 3 feet wide, or where there is no landscape/furniture zone.
  3. The paved right-of-way between curb lines, unless there is zone approved or designated by the Director.
  4. The Director may further restrict additional areas for dockless mobility unit parking, through geo-fencing requirements or written notice for the purposes of maintaining order, safety and mobility.
- D. Units that are parked incorrectly shall be re-parked in a correct manner or removed by the operator within the ~~following~~ time frames listed in Section 4.:



1 ~~1. Within two (2) hours of receipt of notice, during weekdays, 6am and 6pm,~~  
2 ~~not including holidays.~~

3  
4 ~~2. All other times shall occur within ten (10) hours of receipt of notice.~~

- 5  
6 E. Licensees shall pay the City for the costs associated with the installation and  
7 maintain maintenance one of Parking Boxes at a ratio of 5% of total fleet size for  
8 every 10 units permitted, at locations selected and approved by the Director, per  
9 Director-approved specification(s).

## 10 11 Section 6 – Operations and Customer Service

- 12  
13 A. Licensee shall have a customer service phone number, website, and smart  
14 phone application customer interface that are available (24) twenty-four hours a  
15 day, (7) seven days a week for customers to report safety concerns, complaints  
16 or ask questions.

- 17  
18 B. Licensee shall have a staffed operations and customer service center in the City  
19 of Austin.

- 20  
21 C. Licensee shall have visible language that notifies the user of the City of Austin’s  
22 “Dockless Mobility Code of Ethics” as follows:

23  
24 1. **Pedestrians First** - People operating bicycles and scooters shall yield to  
25 pedestrians on sidewalks;

26  
27 2. **Parking Responsibly** - Units shall be parked in a secure upright position  
28 only in designated areas;

29  
30 3. **Stay on Right-of-Way** - Users shall not take units to areas where they  
31 are not authorized to operate; and

32  
33 ~~4. **Know What You’re Sharing** - Users have access to dockless mobility~~  
34 ~~services without having to share Personally Identifiable Information and~~  
35 ~~have the opportunity to Opt-In to sharing this information only after getting~~  
36 ~~clear information about what type of information will be shared.~~

37 45. **Right and Report** – If you see a unit toppled over or parked improperly;  
38 help out by righting the unit and reporting the issue via 311.

- 39  
40 D. The Director reserves the right to modify the Dockless Mobility Code of Ethics  
41 and/or require licensees to provide additional information to their users.  
42

1 E. Licensee shall provide the Director with a direct contact for licensee staff that are  
2 capable of rebalancing units. All ~~licensed~~-licensees shall remove, relocate or  
3 rebalance units based on these times listed in Section 3 (H);

4  
5 ~~1. Rebalancing shall occur within two (2) hours of receipt of notice, during~~  
6 ~~weekdays, 6am and 6pm, not including holidays.~~

7  
8 ~~2. All other times rebalancing shall occur within ten (10) hours of receipt of~~  
9 ~~notice.~~

10  
11 F. Licensee shall be responsible for implementing and submitting to the Director a ~~a~~  
12 marketing and outreach plan at its own cost to promote the use of dockless  
13 mobility in neighborhoods currently underserved by dockless mobility options,  
14 (initially defined as less than 25 licensee units per square mile, subject to change  
15 at the Director's discretion) including offering an affordable option that does not  
16 require the user to access the service via a smartphone application for any  
17 customer with an income level at or below 200% of the federal poverty  
18 guidelines.

19  
20 G. Licensee shall be responsible for implementing and submitting to the Director a  
21 maintenance, cleaning, repair and waste management plan for approval. This  
22 plan shall address ongoing maintenance of units, routine cleaning and repair as  
23 well as how units that are no longer capable of service will be disposed of  
24 responsibly.

25  
26 H. Licensee shall employ an electronic payment system that is compliant with the  
27 Payment Card Industry Data Security Standards (PCI DSS). Each transaction  
28 shall include the unit identification number listed on the Unit Inventory List.

29  
30  
31 **Section 7 – Privacy, Data Reporting and Sharing**

32  
33 A. Licensee shall be responsible for implementing and submitting to the Director a  
34 privacy policy that safeguards users' information, including personal, financial,  
35 and travel information.

36  
37 B. Licensee shall not require users (customers) to grant location services to use the  
38 licensee's mobility service, while the application is not in use. All other private  
39 data belonging to the user, including but not limited to contacts, photos and files,  
40 shall not be required to be shared in order to use the licensee's dockless mobility  
41 service.

42  
43 C. Licensee shall not require users (customers) to share their private data with 3<sup>rd</sup>  
44 parties in order to use the licensee's dockless mobility services.

- 1 D. Licensee may allow users (customers) to opt-in (not opt-out) to providing access  
2 to their contacts, photos, files, other private data and 3<sup>rd</sup> party data sharing only  
3 with clear notice to the customer.  
4
- 5 E. Licensee shall provide the Director with updates to the terms of service; including  
6 but not limited to the Privacy Policy, terms and conditions of use, and the End  
7 User License Agreement (EULA) published on the licensee's website and app,  
8 and agrees to provide all customers and the Director any changes to the terms of  
9 service immediately upon adoption.  
10
- 11 ~~F. On a quarterly basis, all licensees shall provide the Director with marketing plan  
12 update.~~  
13
- 14 FG. On a monthly basis, all licensees shall provide a complaint history report  
15 including the number of complaints, the nature of the complaints, and the time it  
16 took to remedy the complaint.  
17
- 18 GH. On a monthly basis, all licensees shall provide a collision history report including  
19 the number, severity, location and time of crash, in a format as determined by the  
20 Director.  
21
- 22 H. Licensee shall provide the Director or a Director-authorized third party, with real-  
23 time and historical information for their entire fleet through a documented web-  
24 based application programming interface (API). The licensee is directly  
25 responsible for providing the API key to the Director and shall not refer the City to  
26 another subsidiary or parent company representative for API access. The API  
27 shall deliver data according to the most current Director authorized  
28 specifications, in a manner that protects individual user privacy as approved by  
29 the Director. ~~Director~~  
30
- 31 I. Licensee found to be submitting incomplete or inaccurate data, such as  
32 underrepresenting the total number of units in service, shall have their licenses  
33 revoked.  
34
- 35 ~~K. Licensee agree to provide a separate web-based application programming  
36 interface (API) for the purposes of sharing data with a university research  
37 institute authorized by the Director to evaluate the dockless mobility system for  
38 the purposes of human factors research.~~  
39
- 40 \_\_\_\_\_
- 41 ~~L. Licensee shall administer a Director-issued customer satisfaction survey within  
42 (60) sixty calendar days prior to the expiration of their license and provide the  
43 results of that survey to the Director (15) fifteen calendar days prior to the  
44 expiration of their license.~~  
45  
46

1  
2 **Section 8 – Insurance, Performance Bond and Fees**  
3

- 4 A. Licensee shall maintain commercial general liability insurance, worker’s  
5 compensation, business automobile insurance and additional coverages  
6 specified in the license terms and conditions. The City of Austin shall be named  
7 as an additional insured.  
8  
9 B. Licensee shall have a performance bond of \$100/unit. The form of the bond shall  
10 be approved by the Director. These funds shall be accessible to the Director for  
11 future public property repair and maintenance costs that may be incurred,  
12 removing and storing units improperly parked or if a company is not present to  
13 remove units if its license is terminated. If a licensee increases the size of their  
14 fleet, the performance bond shall be adjusted appropriately before deploying  
15 additional units.  
16  
17 C. Licensee shall pay all fees established by ~~separate~~ ordinance.  
18  
19 D. If the Director or any other City of Austin agency, department or commission,  
20 including the Law Department, incurs any costs for addressing or abating any  
21 violations of law, including impound dollars, impound fees, costs to recover a unit  
22 from a waterway and other ancillary costs, including repair or maintenance of  
23 public property, the licensee, upon receiving written notice from the City of Austin  
24 regarding such costs shall reimburse the Director for these costs within (30) thirty  
25 days. Any payment made pursuant to this paragraph shall not substitute for any  
26 other payment otherwise owed or to be paid to the Director.  
27  
28 E. Under Chapter 9-1 of the City of Austin Code ~~of Ordinances~~, any dockless  
29 mobility unit left for more than 48 hours in one location without moving may be  
30 removed and stored by the City of Austin at the expense of the licensee.  
31

32 **Section 9 – General**  
33

- 34 A. The Director shall approve any dockless mode type and technology, prior to  
35 approving unit deployment.  
36  
37 B. No dockless system may operate within the City of Austin right ~~of way~~ without  
38 obtaining the appropriate authorization as required by City Code Chapter  
39 Ordinance § 14-9.  
40  
41  
42 C. The Director shall determine all license terms, conditions, fines and other  
43 standard or special requirements.  
44

- 1 D. The Director may remedy habitual rule violations by amending, suspending or  
2 completely revoking a license for cause listed in City Code, Chapter 14-9 or for  
3 public safety concerns.  
4
- 5 E. The Director may require habitual violators to reduce fleet size or to completely  
6 remove units from the right-of-way for revocation or during a period of  
7 suspension.  
8
- 9 F. Prior to licensing, applicants shall:  
10 1. ~~be~~ be in good standing with the City of Austin; ~~and~~  
11  
12 2. ~~P~~Provide the Director or Director authorized third party company a  
13 verifiable and fully functional API.  
14
- 15 G. Units are eligible to be placed into operation immediately, upon authorization  
16 issued by the Director.

DRAFT