

1 | EMERGENCY DIRECTOR RULES FOR DEPLOYMENT AND OPERATION
2 | OF
3 | EMERGING TRANSPORTATION SHARED SMALL VEHICLE MOBILITY
4 | SYSTEMS

5 |
6 | **Dockless Mobility Technology**

7 |
8 |
9 |
10 | **Section 1 – Definitions**

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

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

18 |
19 | Bike Share Station or Hub means a fixed location designated by the Director,
20 | consisting of several docking devices where bicycles may be returned or
21 | retrieved.

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22 |
23 | **Designated Area** means any part of the public right of way designated by the
24 | ~~director~~Director of transportation, for the placement of dockless units.

25 |
26 | ~~Director~~Director means the department ~~director~~Director designated by the city
27 | manager.

28 |
29 | ~~Director~~Director's Rules means these rules and procedures established by the
30 | ~~director~~Director of transportation, under Chapter 14-9, to provide additional
31 | guidance and clarity on the administration of transportation mobility systems and
32 | services.

33 |
34 | Dockless Bicycle means a Dockless Mobility Unit consisting of a two wheels
35 | held in a frame one behind the other, propelled by pedals and steered with
36 | handlebars, that is part of a publically offered transportation system that does not
37 | require a fixed apparatus for its receipt or return.

38 |
39 | **Dockless Mobility System** means a mobility system or service licensed by the
40 | City, comprised of unit(s) for the purpose of transportation or conveyance.

41 |
42 | **Dockless Mobility Unit** means a singular ~~device-vehicle~~ used in a greater,
43 | publically offered transportation ~~Dockless Mobility S~~system for the conveyance or

1 people, goods or services, that does not require fixed docking stations or
2 apparatus to receive or return a unit.

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

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8
9 **Electric Assist** means an electric motor affixed to a bicycle regulated by
10 pedaling, that assists the efforts of the driver when they are pedaling.

11
12 **Good Standing** means the status of an applicant or licensee, which is compliant
13 with the payment of all statutory fees, fines and the filing of required data,
14 statistics and reports.

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

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

22
23 **Restricted Area** means any part of the public right of way restricted by the
24 ~~director~~ Director of transportation, for the placement of dockless units.

25
26 **Unit** means a singular device-vehicle used for the transportation or conveyance
27 of people, goods or services.

28
29 **Unit Placement Plan** means the written plan regarding the licensee's internal
30 program, policy decisions and proposed actions in order to come into compliance
31 with the rules, regulations and standards established by the City, in order to
32 avoid violation of the City's ordinances or ~~director~~ Director's rules.

33 34 Section 2 – Dockless Mobility Units

- 35
36 A. Dockless **Mobility U**nits shall only be available to customers at rates that are
37 clearly and understandably communicated to the customer prior to use ~~of a unit~~.
- 38
39 ~~B.~~ Each **Dockless Mobility u**nit shall prominently display the name of the licensee,
40 their current contact information and, a unique serial unit number, and the permit
41 sticker issued by the City, affixed to the unit itself.
- 42
43 ~~C.~~ Dockless **Mobility U**nits shall be equipped with a brake, and, for those units that
44 operate at nighttime, a front light that emits white light and a red light and
45 reflector at the rear of the unit, pursuant to Section 551.104 of the Texas

1 Transportation Code. All Dockless Mobility Units must have always-on front and
2 back lights that are visible from a distance of at least 300 feet under normal
3 atmospheric conditions at night. Front and rear lights must stay on at least 90
4 seconds after the unit has stopped.

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5
6 ED. Dockless Mobility Units shall be equipped with an on-board GPS unit or
7 equivalent that can report the location of a unit at any time for the purposes of
8 use, recovery, repair, and data collection.

9
10 FE. Dockless Mobility Units shall be high quality, sturdily built to withstand the rigors
11 of outdoor storage and constant use for at least five years.

12
13 GF. Dockless Mobility Units shall employ tamper-resistant security hardware.

14
15 HG. Electric-assist Dockless Mobility Units used in systems issued a license must
16 employ an electric motor of less than 750 watts (1 h.p.) whose maximum speed
17 on a paved, level surface, when powered solely by such a motor when ridden by
18 an licensee who weighs 170 pounds, is less than 20 mph.

19
20 H. Bicycles used in Dockless Mobility Systems issued a license shall meet
21 standards outlined in the Code of Federal Regulation (CFR) under Title 16,
22 Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles. Additionally,
23 licensed systems shall meet the safety standards outlined in International
24 Organization for Standardization (ISO) 43.150 – Cycles, subsection 4210.

25
26 JL. Electric bicycles used in Dockless Mobility Systems used shall meet the most up-
27 to-date definition of low-speed electric bicycle outlined in CPSC Public Law 107-
28 309 for Low Speed Electric Bicycle and 15 U.S.C. Chapter 47 Section 2085, and
29 be equipped with fully operable pedals and shall be subject to the same
30 requirements as ordinary bicycles.

31
32 KJ. Scooters used in Dockless Mobility Systems shall meet the most up-to-date
33 equivalent safety standards as those outlined in the Code of Federal Regulations
34 and the International Organization for Standardization for bicycles. Currently,
35 scooters shall meet CPSC in Public Law 107-309 for standards around weight
36 bearing.

37
38 L. For all dockless eElectric scooters and bicycles used in Dockless Mobility
39 Systems, shall be incapable of reaching a topthe maximum motor-assist speed
40 for licensed units of 20shall be 15 mph or greater.

41
42 M. Dockless Mobility Units shall be able to securely stand upright when parked.
43 and no later than August 1, 2018, all units shall be capable of being locked to a
44 bike rack or shall be equipped with haptic technology that indicates to the user if
45 they have parked in a designated, geo-fenced parking area.

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1 N. Dockless Mobility Units shall be inspected when removed from routine service,
2 to ensure that all of its components are present and functioning properly.

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3 Section 3 – Service Area and Size of Fleet

4 A. The Director shall issue one initial license, per mobility unit type.

5
6 B. The ~~director~~Director shall limit the number of units licensed to a maximum of five
7 hundred (500) units, per initial license.

8
9 C. The total number of ~~U~~deployed units within a licensed area must maintain~~show~~ a

10 minimum average of utilization rate of 2 trips~~rides~~ per day. Should this demand

11 not be met, the ~~director~~Director may require a portion of the units to be relocated

12 or removed. ~~By August 1, 2018, all units must show a minimum utilization rate of~~

13 ~~2-rides per day, per unit, per zone.~~

14
15 D. The Director Licensees may issue supplemental licenses, per mobility unit type,
16 to request to deploy additional units outside the initial license area beyond the
17 500 unit maximum, in increments of two hundred and fifty (250) units, per
18 licensed area, provided they meet the following criteria:

- 19 1. The licensee provides a specific geographic area, in ESRI ArcGIS
- 20 shapefile format, of at least 5 square miles in size.
- 21
- 22 2. All additional units will operate outside of the Downtown Austin Project
- 23 Coordination Zone (DAPCZ) as verified in real-time through a web-based
- 24 application programming interface (API).
- 25
- 26 3. The performance bond is adjusted at \$100/unit to cover all units operated
- 27 by the licensee.
- 28

29 ~~3.4.~~ There is not another compelling reason, as determined by the
30 directorDirector, to limit fleet size.

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32 E.G. Licensees shall only operate within the City of Austin full purpose, public
33 right-of-way.

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34
35 F. ~~Licensees shall not operate or access dockless units~~ All other operations, including
36 access to the service and storage of the unit, is NOT authorized within parks,
37 publically-accessible plazas subject to City license agreements with private property
38 owners, off-street parking lots/garages, state owned land and/or facilities, campuses,
39 or other areas outside of the City of Austin public right-of-way, unless authorized by
40 a separate agreement.

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1 G.D. Licensee shall be responsible for monitoring distribution of units available to
2 customers according to parameters required by the ~~director~~Director. The
3 ~~director~~Director may require a reduction in a licensee's total number of units based
4 on the overall number of units concentrated within a specific area. Licensees shall
5 reduce the number of units according to the following timelines:

- 6
- 7 1. Reduction shall occur within four (4) hours of receipt of notice on
8 weekdays, 6am and 6pm, not including holidays.
- 9
- 10 2. At all other times, reduction shall occur within ten (10) hours of receipt of
11 notice.
- 12

13 E.H. The ~~director~~Director, for good cause, may terminate a license at any time and
14 require that the entire fleet of units be removed from Austin streets, within ten (10)
15 calendar days.

16

17 I. The Director may issue supplemental licenses and expand allowable fleet size by an
18 amount determined by the Director, for strategies that promote or incentivize good
19 parking or riding behaviors. Licensed operators shall submit strategies for review
20 and approval by the Director. Below are some examples:

- 21
- 22 1. The ability to lock to fixed bike parking infrastructure.
- 23
- 24 2. Technology that enables the licensee to elicit specific behavior from riders, for
25 an outcome that enhances safety and mobility.
- 26
- 27 3. Augmented reality that uses digital interface to display virtual parking or no
28 parking zones to riders.
- 29
- 30 4. Ability to govern speed and riding location remotely.
- 31

32 Section 4 – Safety

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

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D. Licensed operators shall respond to complaints and obstructions within the following timeframes:

- 1. Emergency: Sidewalk Obstruction of less than 3 feet – 60 minutes
- 2. Emergency: Travel and bicycle lanes – 60 minutes
- 3. Emergency: Other obstruction – 60 minutes
- 4. Emergency: Environmentally sensitive area– 60 minutes
- 5. Non-Emergency: Private property – 2 hours
- 6. Non-Emergency: Rebalancing off-hours – 2 hours
- 7. Non-Emergency: Other obstructions and nuisances – 2 hours

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ED. Licensee shall keep a record of reported collisions in a format as determined by the director~~Director~~ (See Section 7 - H), and send these reports to the director~~Director~~ on a monthly basis.

FE. Licensee shall keep a record of maintenance activities including but not limited to unit identification number and maintenance performed.

FG. Licensee shall sign and record an indemnification agreement indemnifying and holding harmless the City.

HG. Licensee agrees to educate users on lawful and safe use of the dockless mobility unit.

IH. The ~~director~~Director may require the removal of units with batteries or motors that are deemed unsafe for public use.

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

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

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LK. Licensee shall employee an electronic method to randomly test the vehicle user on their understanding of proper usage, ADA accessibility and vehicle parking prior to allowing the usage of a dockless vehicle as approved by the director~~Director~~.

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

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2 **Section 5 – Parking**

- 3
4 A. Dockless units shall prominently display the licensee’s current contact
5 information for the purposes of requesting removal, relocation or retrieval of the
6 unit.
7
8 B. Licensee shall park dockless units and instruct users on how to park units only in
9 **designated areas**, defined as follows:
10
11 1. The hard surface (e.g. concrete, asphalt) within the landscape/furniture
12 zone of a sidewalk so long as there is at least 3 feet foot pedestrian clear
13 zone of clearance;
14
15 2. At a public bike rack;
16
17 3. The ~~director~~Director may further designate areas by geofencing, marked
18 Parking Boxes or other determined method.
19
20 C. Licensee shall NOT park units and instruct users to NOT park units in **restricted**
21 **areas**, defined as follows:
22
23 1. In the area within or immediately adjacent to:
24
25 a. Americans with Disabilities Act (ADA) accommodations including
26 curb ramps, railings and signal push buttons;
27
28 b. Sidewalk Cafes or Street Patios;
29
30 c. Transit zones, including bus stops, shelters, passenger waiting
31 areas, and bus layover and staging zones, except at existing bike
32 racks or within areas approved by Capital Metro;
33
34 d. Loading zones;
35
36 e. Disabled parking zone;
37
38 f. Street furniture that requires parking access (for example, benches,
39 pay stations);
40
41 g. Entryways;
42
43 h. ~~and~~ Driveways, alley or curb cut
44 i. Sidewalks four (4) feet or less in width.
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- 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 Station.

- 2. Blocks where the landscape/furniture zone is less than 3 feet wide, or where there is no landscape/furniture zone.
- 3. ~~In~~The paved right-of-way between curb lines, unless there is zone approved or designated by the ~~director~~Director.
- 4. The ~~director~~Director may further restrict additional areas for ~~the purposes of~~dockless mobility unit parking, 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:
 - 1. Within two (2) hours of receipt of notice, during weekdays, 6am and 6pm, not including holidays.
 - 2. All other times shall occur within ten (10) hours of receipt of notice.

E. Licensees shall install and maintain one Pparking Bbox for every 10 units permitted, at locations selected and approved by the Director, per Director-approved specification(s).

Section 6 – Operations and Customer Service

- A. Licensee shall have a customer service phone number, website, and smart phone application customer interface that isare available (24) twenty four hours a day, (7) seven days a week for customers to report safety concerns, complaints or ask questions.
- B. Licensee shall have a staffed operations and customer service center in the City of Austin.

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- 1 C. Licensee shall have visible language that notifies the user of the City of Austin’s
2 “Dockless Mobility Code of Ethics” as follows:
3
4 1. **Pedestrians First** - People operating bicycles and scooters shall yield to
5 pedestrians on sidewalks.
6
7 2. **Parking Responsibly** - Units shall be parked in a secure upright position
8 only in designated areas.
9
10 3. **Stay on Right of Way** - Users ~~should shall~~ not take units to areas where
11 they are not authorized to operate, ~~such as private property, parkland,~~
12 ~~state-owned land or other unauthorized areas.~~
13
14 4. **Know What You’re Sharing** – Users have access to dockless mobility
15 services without having to share Personally Identifiable Information and
16 have the opportunity to Opt-In to sharing this information only after getting
17 clear information about what type of information will be shared.
18
19 5. **Right and Report** – If you see a unit toppled over or parked improperly;
20 help out by righting the unit and reporting the issue via 311.
- 21 | D. The ~~director~~Director reserves the right to modify the Dockless Mobility Code of
22 Ethics and/or require licensees to provide additional information to their users.
23
- 24 | E. Licensee shall provide the ~~director~~Director with a direct contact for licensee staff
25 that are capable of rebalancing units. All licensed licensees shall remove,
26 relocate or rebalance units based on these times:
27
28 1. Rebalancing shall occur within two (2) hours of receipt of notice, during
29 weekdays, 6am and 6pm, not including holidays.
30
31 2. All other times rebalancing shall occur within ten (10) hours of receipt of
32 notice.
33
- 34 | F. Licensee shall ~~be responsible for implementing and submitting to the~~
35 ~~director~~Director ~~a prepare and implement~~ a marketing and outreach plan at its
36 own cost to promote the use of dockless mobility in neighborhoods currently
37 underserved by dockless mobility options, (initially defined as less than 25
38 licensee units per square mile, subject to change at the ~~director~~Director’s
39 discretion) including offering an affordable option that does not require the user
40 to access the service via a smartphone application for any customer with an
41 income level at or below 200% of the federal poverty guidelines.
42
- 43 | G. Licensee shall be responsible for implementing and submitting to the
44 ~~director~~Director a maintenance, cleaning, repair and waste management plan for
45 approval. This plan shall address ongoing maintenance of units, routine cleaning

1 and repair as well as how units that are no longer capable of service will be
2 disposed of responsibly.

3
4 H. Licensee shall employ an electronic payment system that is compliant with the
5 Payment Card Industry Data Security Standards (PCI DSS). Each transaction
6 shall include the unit identification number listed on the Unit Inventory List.
7
8
9
10

11 Section 7 – Privacy, Data Reporting and Sharing

12
13 A. Licensee shall be responsible for implementing and submitting to the
14 ~~director~~Director a privacy policy that safeguards users' information, including
15 personal, financial, and travel information.

16
17 B. Licensee shall not require users (customers) to grant location services to use the
18 licensee's mobility service. All other private data belonging to the user, including
19 but not limited to contacts, photos and files, shall not be required to be shared in
20 order to use the licensee's dockless mobility service.

21
22 C. ~~B.~~ Licensee shall not require users (customers) to share their private data
23 with 3rd parties in order to use the licensee's dockless mobility services.

24
25 D. ~~C.~~ Licensee may allow users (customers) to opt-in (not opt-out) to providing
26 access to their contacts, photos, files, other private data and 3rd party data
27 sharing only with clear notice to the customer.

28
29 E. ~~D.~~ Licensee shall provide the ~~director~~Director with updates to the terms of
30 service; including but not limited to the Privacy Policy, terms and conditions of
31 use, and the End User License Agreement (EULA) published on the licensee's
32 website and app, and agrees to provide all customers and the ~~director~~Director
33 any changes to the terms of service immediately upon adoption.

34
35 F. ~~E.~~ On a monthly ~~quarterly~~ basis, all licensees shall provide the
36 ~~director~~Director with marketing plan update, ~~aggregate customer demographic~~
37 ~~data gathered by the system application, anonymized to protect Personal~~
38 ~~Identifiable Information (PII).~~

39
40 G. On a monthly basis, all licensees shall provide a complaint history report
41 including the number of complaints, the nature of the complaints, and the time it
42 took to remedy the complaint.

43
44 H. On a monthly basis, all licensees shall provide a collision history report including
45 the number, severity, location and time of crash, in a format as determined by the
46 ~~director~~Director.

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1 | I. Licensee shall provide the ~~director~~Director- or a ~~director~~Director-authorized third
 2 | party, with real-time and historical information for their entire fleet through a
 3 | documented web-based application programming interface (API). The licensee is
 4 | directly responsible for providing the API key to the ~~director~~Director and shall not
 5 | refer the City to another subsidiary or parent company representative for API
 6 | access. The API shall deliver data ~~in JSON format and include the~~ most current
 7 | specifications as approved by the ~~director~~Director. ~~following information in real~~
 8 | ~~time for every unit in service, in the format specified in the table below:~~

- 11 | ~~1. Assigned Area (e.g. DAPCZ)~~
- 12 | ~~2. Point location;~~
- 13 | ~~3. Unit identification number;~~
- 14 | ~~4. Type of unit;~~
- 15 | ~~5. Charge level (if electric), if available; and~~
- 16 | ~~6. Additional information as required by the~~ ~~director~~Director.

Description	Format	Field Name
Assigned Area	Text, e.g. "DAPCZ"	assigned_area
Unit location latitude in decimal degrees	Number	unit_location_latitude
Unit location longitude in decimal degrees	Number	unit_location_longitude
Unique unit identifier	Text	unit_id
Type of Unit	Text, e.g. "Bicycle"	unit_type
Charge Level %	Number	charge_level
Availability start date and time	ISO-8601 compliant string	availability_start_datetime
Availability end date and time	ISO-8601 compliant string	availability_end_datetime
Company Name	Text	company_name

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23 | J. Licensee found to be submitting incomplete or inaccurate data, such
 24 | underrepresenting the total number of units in service, shall have their license
 25 | revoked.
 26 |
 27 |
 28 | H.K. Licensee agree to provide a separate web-based application programming
 29 | interface (API) for the purposes of sharing data with a university research

institute authorized by the ~~director~~Director to evaluate the dockless mobility system for the purposes of human factors research.

~~J.~~ **J.** Licensee shall provide the following anonymized data for each trip record:

Description	Format	Field Name
Company Name	[company name]	company_name
Type of unit	Text, e.g. "Bicycle"	unit_type
Assigned Area	Text, e.g. "DAPCZ"	"assigned_area", e.g. "DAPCZ"
Unique trip record identifier	Text	trip_id
Trip duration in minutes	Number	trip_duration
Trip distance in feet	Number	trip_distance
Start date and time	ISO 8601 compliant string	startdatetime
End date and time	ISO 8601 compliant string	enddatetime
Start location latitude in decimal degrees	Number	start_location_latitude
End location longitude in decimal degrees	Number	end_location_latitude
Unique unit identifier	Text	unit_id

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~~L.~~ **J.** Licensee shall administer a ~~director~~Director-issued customer satisfaction survey within (60) sixty calendar days prior to the expiration of their license and provide the results of that survey to the ~~director~~Director (15) fifteen calendar days prior to the expiration of their license.

Section 8 – Insurance, Performance Bond and Fees

- A. Licensee shall maintain commercial general liability insurance, worker’s compensation, business automobile insurance and additional coverages specified in the license terms and conditions. The City of Austin shall be named as an additional insured.
- B. Licensee shall have a performance bond of \$100/unit. The form of the bond shall be approved by the ~~director~~Director. These funds shall be accessible to the ~~director~~Director for future public property repair and maintenance costs that may be incurred, removing and storing units improperly parked or if a company is not present to remove units if its license is terminated. If a licensee increases the size of their fleet, the performance bond shall be adjusted appropriately before deploying additional units.

- 1
2 | C. Licensee shall pay all fees established by separate ordinance.
3
4
5 | D. If the ~~director~~Director or any other City of Austin agency, department or
6 commission, including the Law Department, incurs any costs for addressing or
7 abating any violations of law, including impound dollars, impound fees, costs to
8 recover a unit from a waterway and other ancillary costs, including repair or
9 maintenance of public property, the licensee, upon receiving written notice from
10 the City of Austin regarding such costs shall reimburse the ~~director~~Director for
11 these costs within (30) thirty days. Any payment made pursuant to this paragraph
12 shall not substitute for any other payment otherwise owed or to be paid to the
13 ~~director~~Director.
14
15 | ED. Under Chapter 9-1 of the City of Austin Code of Ordinances, any dockless
16 mobility unit left for more than 48 hours in one location without moving may be
17 removed and stored by the City of Austin at the expense of the licensee.
18

19 Section 9 – General

- 20
21 | A. The ~~director~~Director shall approve any dockless mode type and technology, prior
22 to approving unit deployment.
23
24 | B. No dockless system may operate within the City of Austin right of way without
25 obtaining the appropriate authorization as required by City Ordinance § 14-9.
26
27
28 | C. The ~~director~~Director shall determine all license terms, conditions and other
29 standard or special requirements.
30
31 | BD. The ~~director~~Director may remedy habitual rule violations by amending,
32 suspending or completely revoking a license for cause listed in City Code,
33 Chapter 14-9 or for public safety concerns.
34
35 | BE. The ~~director~~Director may require habitual violators to reduce fleet size or to
36 completely remove units from the right of way for revocation or during a period of
37 suspension.
38
39 | GF. Prior to licensing, applicants shall:
40 1. be in good standing with the City of Austin.
41
42 2. provide the Director or Director authorized third party company a verifiable
43 and fully functional API.
44
45 | DG. Units are eligible to be placed into operation immediately, upon issuance of a
46 dockless mobility sticker authorization issued by the ~~director~~Director.

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