

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

3
4 **Dockless Mobility Technology**

5
6 **Section 1 – Definitions**

7
8 Defined terms used in these rules shall have the meanings assigned to them in
9 City Code Chapter 14-9 or as follows:

10
11 **Bike Share Station** or Hub means a fixed location designated by the Director,
12 consisting of several docking devices where bicycles may be returned or
13 retrieved.

14
15 **Designated Area** means any part of the public right-of-way designated by the
16 Director for the placement of dockless units.

17
18 **Director** means the Director, Austin Transportation Department.

19
20 **Director’s Rules** means these rules and procedures established by the Director
21 under Chapter 14-9, to provide additional guidance and clarity on the
22 administration of transportation mobility systems and services.

23
24 **Dockless Bicycle** or Tricycle means a Dockless Mobility Unit consisting of two
25 or three wheels held in a frame, propelled by pedals and steered with
26 handlebars, including electric-assist bicycles, that are part of a publically offered
27 transportation system that does not require a fixed apparatus for its receipt or
28 return.

29
30 **Dockless Mobility System** means a mobility system or service licensed by the
31 City, comprised of unit(s) for the purpose of transportation or conveyance.

32
33 **Dockless Mobility Unit** means a singular vehicle used in a greater, publicly
34 offered transportation Dockless Mobility System for the conveyance of people,
35 goods or services that does not require fixed docking stations or apparatus to
36 receive or return a unit.

37
38 **Dockless Scooter** means a Dockless Mobility Unit consisting of a footboard
39 mounted on two or more wheels and a steering handle that is part of a publicly
40 offered transportation system that does not require a fixed apparatus for its
41 receipt or return.

42
43 **Electric Assist** means an electric motor affixed to a dockless mobility unit that
44 assists the efforts of the driver when they are pedaling.

1 **Good Standing** means the status of an applicant or licensee, which is compliant
2 with the payment of all statutory fees, fines and the filing of required data,
3 statistics and reports and all requirements of the Director's rules.
4

5 **Licensee** means a person(s) who holds a license issued by the City under
6 Chapter 14-9 of the City Code to operate a city-wide service. The term includes
7 any employee, agent or independent contractor hired by the permit holder.
8

9 **Notice** means a communication such as a letter, citation or civil penalty, warning
10 or announcement.
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 **Restricted Area** means any part of the public right-of-way restricted by the
17 Director, for the placement of dockless units.
18

19 **Unit** means a singular vehicle used for the transportation or conveyance of
20 people, goods or services.
21

22 **Unit Placement Plan** means the written plan regarding the licensee's internal
23 program, policy decisions and proposed actions in order to come into compliance
24 with the rules, regulations and standards established by the City, in order to
25 avoid violation of the City's ordinances or Director's rules.
26

27 **Section 2 – Dockless Mobility Units**

- 28
- 29 A. Dockless Mobility Units must only be available to customers at rates that are
30 clearly and understandably communicated to the customer prior to use.
31
- 32 B. Each Dockless Mobility Unit shall prominently display the name of the licensee,
33 their current contact information and a unique unit number.
34
- 35 C. Dockless Mobility Units shall be equipped with a brake, and, for those units that
36 operate at nighttime, a front light that emits white light and a red light and
37 reflector at the rear of the unit, pursuant to Section 551.104 of the Texas
38 Transportation Code. All Dockless Mobility Units must have always-on front and
39 back lights that are visible from a distance of at least 500 feet under normal
40 atmospheric conditions at night. Front and rear lights must stay on at least 90
41 seconds after the unit has stopped.
42
- 43 D. Dockless Mobility Units shall be equipped with an on-board GPS unit or
44 equivalent that can report the location of a unit at any time for the purposes of
45 use, recovery, repair, data collection, and incident investigation.

- 1
2 E. Dockless Mobility Units shall be high quality, sturdily built to withstand the rigors
3 of outdoor storage and constant use.
4
5 F. Dockless Mobility Units shall employ tamper-resistant security hardware.
6
7 G. Electric-assist Dockless Mobility Units used in systems issued a license must
8 employ an electric motor of less than 750 watts (1 h.p.).
9
10 H. Bicycles used in Dockless Mobility Systems issued a license shall meet
11 standards outlined in the Code of Federal Regulation (CFR) under Title 16,
12 Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles. Additionally,
13 licensed systems shall meet the safety standards outlined in International
14 Organization for Standardization (ISO) 43.150 – Cycles, subsection 4210.
15
16 I. Electric bicycles used in Dockless Mobility Systems shall meet the most up-to-
17 date definition of low-speed electric bicycle outlined in CPSC Public Law 107-309
18 for Low Speed Electric Bicycle and 15 U.S.C. Chapter 47 Section 2085 and be
19 equipped with fully operable pedals and shall be subject to the same
20 requirements as ordinary bicycles.
21
22 J. Scooters used in Dockless Mobility Systems shall meet the most up-to-date
23 equivalent safety standards as those outlined in the Code of Federal Regulations
24 and the International Organization for Standardization for bicycles. Currently,
25 scooters shall meet CPSC in Public Law 107-309 for standards around weight
26 bearing.
27
28 K. For all dockless electric scooters and bicycles used in Dockless Mobility
29 Systems, the maximum motor-assist speed for licensed units shall be 20 mph,
30 when ridden in the street environment.
31
32 L. Dockless Mobility Units shall be able to securely stand upright when parked.
33
34 M. Dockless Mobility Units shall be inspected when removed from routine service, to
35 ensure that all of its components are present and functioning properly.
36

37 **Section 3 – Service Area and Size of Fleet**

- 38
39 A. The Director shall issue one initial license, per mobility unit type.
40
41 B. The Director shall limit the number of units licensed to a maximum of five
42 hundred (500) units, per initial license.
43
44 C. The total number of deployed units within a licensed area must maintain a
45 minimum average of 2 trips per day, determined by monthly usage. Should this

1 demand not be met, the Director may require a portion of the units to be
2 relocated or removed.

3
4 D. The Director may issue supplemental licenses, per mobility unit type, to deploy
5 additional units outside the initial license area, in increments of two hundred and
6 fifty (250) units, per licensed area, provided they meet the following criteria:

- 7
8 1. The licensee provides a specific geographic area, in ESRI ArcGIS
9 shapefile format, of at least 5 square miles in size;
- 10
11 2. All additional units shall be deployed outside of the Downtown Austin
12 Project Coordination Zone (DAPCZ) as verified in real-time through a web-
13 based application programming interface (API);
- 14
15 3. The performance bond is adjusted at \$100/unit to cover all units operated
16 by the licensee; and
- 17
18 4. There is not another compelling reason, as determined by the Director, to
19 limit fleet size.

20
21 E. The Director may permit additional units within a supplemental licensed area in
22 increments of 250 units per type, provided the deployed units meet an average of 3
23 trips per day, determined by monthly usage.

24
25 F. Licensees shall only operate within the City of Austin full purpose, public right-of-
26 way.

27
28 G. Licensees shall not operate or access dockless units within parks, publicly-
29 accessible plazas subject to City license agreements with private property owners,
30 off-street parking lots/garages, state owned land and/or facilities, campuses, or other
31 areas outside of the City of Austin public right-of-way, unless authorized by a
32 separate agreement.

33
34 H. Licensee shall be responsible for monitoring distribution of units available to
35 customers according to parameters required by the Director. The Director may
36 require a reduction in a licensee's total number of units based on the overall number
37 of units concentrated within a specific area. Licensees shall reduce the number of
38 units according to the following timelines:

- 39
40 1. Reduction shall occur within four (4) hours of receipt of notice on
41 weekdays, 6am and 6pm, not including holidays;
- 42
43 2. At all other times, reduction shall occur within ten (10) hours of receipt of
44 notice;
- 45

- 1 I. The Director may terminate a license at any time for cause and require that the
2 entire fleet of units be removed from City streets, within ten (10) calendar days.
3
- 4 J. The Director may issue supplemental licenses and expand allowable fleet size by an
5 amount determined by the Director, for strategies that promote or incentivize good
6 parking or riding behaviors. Licensed operators shall submit strategies for review
7 and approval by the Director. Below are some examples:
8
 - 9 1. The ability to lock to fixed bike parking infrastructure;
 - 10 2. Technology that enables the licensee to elicit specific behavior from riders, for
11 an outcome that enhances safety and mobility;
 - 12 3. Augmented reality that uses digital interface to display virtual parking or no
13 parking zones to riders; and
 - 14 4. Ability to govern speed and riding location remotely.
15
16
17
18

19 **Section 4 – Safety**

- 20
- 21 A. Licensee must be capable of quickly identifying and addressing safety and
22 maintenance issues with one or more of their dockless mobility units, including a
23 mechanism for customers to notify the company that there is a safety or
24 maintenance concern with the unit.
25
- 26 B. Licensee shall be capable of remotely disabling the use of a unit should it be
27 reported or found to have a safety, maintenance or other hazardous condition.
28 Dockless units that are reported as unsafe or non-functional shall be immediately
29 deactivated for rental and removed from operations until sufficiently repaired.
30
- 31 C. Licensee shall remove any unit that is not safe to operate within four (4) hours of
32 receipt of notice and shall not be redeployed until repaired.
33
- 34 D. Licensees shall respond to complaints and obstructions within the following
35 timeframes:
36
 - 37 1. Sidewalk Obstruction of less than 3 feet – 60 minutes;
 - 38 2. Travel and bicycle lanes – 60 minutes;
 - 39 3. Transit stop obstructions – 60 minutes;
 - 40 4. Environmentally sensitive area– 60 minutes;
 - 41 5. Private property – 2 hours;
 - 42
43
44
45

- 1
2 6. Rebalancing off-hours – 2 hours;
3
4 7. Other obstructions and nuisances – 2 hours;
5
6 8. Unauthorized portions of parks and trails – 2 hours; and
7
8 9. Other unauthorized areas – 2 hours.
9
10 E. Licensee shall keep a record of reported collisions in a format as determined by
11 the Director (See Section 7 - H).
12
13 F. Licensee shall keep a record of maintenance activities which includes the unit
14 identification number and maintenance performed.
15
16 G. Licensee shall sign and record an indemnification agreement indemnifying and
17 holding harmless the City.
18
19 H. Licensee agrees to educate users on lawful and safe use of the dockless mobility
20 units, including encouraging users to obey traffic control devices and ride with the
21 flow of traffic.
22
23 I. The Director may require the removal of units with batteries or motors that are
24 deemed unsafe for public use.
25
26 J. Licensees operating electric-assist units shall have a program to ensure proper
27 recycling of batteries and disposal of these batteries under Universal Waste
28 Battery disposal standards under Title 40 of the Code of Federal Regulations
29 (CFR) in part 273.
30
31 K. Licensee shall require individuals or companies that pick up, drop off or charge
32 units to wear high-visibility safety apparel that meets the Performance Class 2 or
33 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American
34 National Standard for High-Visibility Apparel and Headwear".
35
36 L. Licensee shall employ an electronic method to test the vehicle user no less than
37 one out every 5 rentals, on proper usage, ADA accessibility and vehicle parking
38 prior to allowing the usage of a dockless vehicle as approved by the Director.
39
40 M. Licensee shall participate in City of Austin initiatives that raise awareness for
41 accessibility, mobility and the safety of pedestrians and mobility unit users.
42
43 N. Licensee shall provide information relating to unit locations and unit users upon
44 request of law enforcement or pursuant to judicial subpoena. (See Section 2-D).
45

1 **Section 5 – Parking**

- 2
- 3 A. Dockless units shall prominently display the licensee’s current contact
4 information for the purposes of requesting removal, relocation or retrieval of the
5 unit.
6
- 7 B. Licensee shall park dockless units and instruct users on how to park units only in
8 **designated areas**, defined as follows:
9
- 10 1. The hard surface (e.g. concrete, asphalt) within the landscape/furniture
11 zone of a sidewalk so long as there is at least 3-foot pedestrian clear-
12 zone;
13
 - 14 2. At a public bike rack; and
15
 - 16 3. Any area designated by Parking Boxes, or other method as determined by
17 the Director.
18
- 19 C. Licensee shall NOT park units and instruct users to NOT park units in **restricted**
20 **areas**, defined as follows:
21
- 22 1. In the area within or immediately adjacent to:
23
 - 24 a. Americans with Disabilities Act (ADA) accommodations including
25 curb ramps, braille signs, railings and signal push buttons;
26
 - 27 b. Sidewalk Cafes or Street Patios;
28
 - 29 c. Transit zones, including bus stops, shelters, passenger waiting
30 areas, and bus layover and staging zones, except at existing bike
31 racks or within areas approved by Capital Metro;
32
 - 33 d. Loading zones;
34
 - 35 e. Disabled parking zone;
36
 - 37 f. Street furniture that requires parking access (for example, benches,
38 pay stations);
39
 - 40 g. Entryways;
41
 - 42 h. Driveways, alley or curb cut
43
 - 44 i. Sidewalks four (4) feet or less in width;
45

- 1 ii. Crosswalks;
- 2
- 3 iii. Fire hydrants;
- 4
- 5 iv. Drinking Fountain;
- 6
- 7 v. Public Art;
- 8
- 9 vi. Any fixed regulatory or informational sign;
- 10
- 11 j. Bike Share Stations.
- 12
- 13 k. Portions of parks that are deemed restricted by the Director of the
- 14 Parks and Recreation Department.
- 15
- 16 2. City blocks where the landscape/furniture zone is less than 3 feet wide, or
- 17 where there is no landscape/furniture zone.
- 18
- 19 3. The paved right-of-way between curb lines, unless there is zone approved
- 20 or designated by the Director.
- 21
- 22 4. The Director may further restrict additional areas for dockless mobility unit
- 23 parking, through geo-fencing requirements or written notice for the
- 24 purposes of maintaining order, safety and mobility.
- 25
- 26 D. Units that are parked incorrectly shall be re-parked in a correct manner or
- 27 removed by the operator within the time frames listed in Section 4.
- 28
- 29 E. Licensees shall pay the City for the costs associated with the installation and
- 30 maintenance of Parking Boxes at a ratio of 5% of total fleet size, at locations
- 31 selected and approved by the Director, per Director-approved specification(s).
- 32

33 **Section 6 – Operations and Customer Service**

- 34
- 35 A. Licensee shall have a customer service phone number, website, and smart
- 36 phone application customer interface that are available (24) twenty-four hours a
- 37 day, (7) seven days a week for customers to report safety concerns, complaints
- 38 or ask questions.
- 39
- 40 B. Licensee shall have a staffed operations and customer service center in the City
- 41 of Austin.
- 42
- 43 C. Licensee shall have visible language that notifies the user of the City of Austin’s
- 44 “Dockless Mobility Code of Ethics” as follows:
- 45

- 1 1. **Pedestrians First** - People operating bicycles and scooters shall yield to
2 pedestrians on sidewalks;
3
4 2. **Parking Responsibly** - Units shall be parked in a secure upright position
5 only in designated areas;
6
7 3. **Stay on Right-of-Way** - Users shall not take units to areas where they are
8 not authorized to operate; and
9
10 4. **Right and Report** – If you see a unit toppled over or parked improperly;
11 help out by righting the unit and reporting the issue via 311.
- 12 D. The Director reserves the right to modify the Dockless Mobility Code of Ethics
13 and/or require licensees to provide additional information to their users.
14
15 E. Licensee shall provide the Director with a direct contact for licensee staff that are
16 capable of rebalancing units. All licensees shall remove, relocate or rebalance
17 units based on the times listed in Section 3 (H).
18
19 F. Licensee shall be responsible for implementing and submitting to the Director a
20 marketing and outreach plan at its own cost to promote the use of dockless
21 mobility in neighborhoods currently underserved by dockless mobility options,
22 (initially defined as less than 25 licensee units per square mile, subject to change
23 at the Director’s discretion) including offering an affordable option that does not
24 require the user to access the service via a smartphone application for any
25 customer with an income level at or below 200% of the federal poverty
26 guidelines.
27
28 G. Licensee shall be responsible for implementing and submitting to the Director a
29 maintenance, cleaning, repair and waste management plan for approval. This
30 plan shall address ongoing maintenance of units, routine cleaning and repair as
31 well as how units that are no longer capable of service will be disposed of
32 responsibly.
33
34 H. Licensee shall employ an electronic payment system that is compliant with the
35 Payment Card Industry Data Security Standards (PCI DSS). Each transaction
36 shall include the unit identification number listed on the Unit Inventory List.
37

38 **Section 7 – Privacy, Data Reporting and Sharing**

- 39
40 A. Licensee shall be responsible for implementing and submitting to the Director a
41 privacy policy that safeguards users’ information, including personal, financial,
42 and travel information.
43
44 B. Licensee shall not require users (customers) to grant location services to use the
45 licensee’s mobility service, while the application is not in use. All other private

1 data belonging to the user, including but not limited to contacts, photos and files,
2 shall not be required to be shared in order to use the licensee's dockless mobility
3 service.

4
5 C. Licensee shall not require users (customers) to share their private data with 3rd
6 parties in order to use the licensee's dockless mobility services.

7
8 D. Licensee may allow users (customers) to opt-in (not opt-out) to providing access
9 to their contacts, photos, files, other private data and 3rd party data sharing only
10 with clear notice to the customer.

11
12 E. Licensee shall provide the Director with updates to the terms of service; including
13 but not limited to the Privacy Policy, terms and conditions of use, and the End
14 User License Agreement (EULA) published on the licensee's website and app
15 and agrees to provide all customers and the Director any changes to the terms of
16 service immediately upon adoption.

17
18 F. On a monthly basis, all licensees shall provide a complaint history report
19 including the number of complaints, the nature of the complaints, and the time it
20 took to remedy the complaint.

21
22 G. On a monthly basis, all licensees shall provide a collision history report including
23 the number, severity, location and time of crash, in a format as determined by the
24 Director.

25
26 H. Licensee shall provide the Director or a Director-authorized third party, with real-
27 time and historical information for their entire fleet through a documented web-
28 based application programming interface (API). The licensee is directly
29 responsible for providing the API key to the Director and shall not refer the City to
30 another subsidiary or parent company representative for API access. The API
31 shall deliver data according to the most current Director authorized
32 specifications, in a manner that protects individual user privacy.

33
34 I. Licensee found to be submitting incomplete or inaccurate data, such as
35 underrepresenting the total number of units in service, shall have their licenses
36 revoked.

37 38 **Section 8 – Insurance, Performance Bond and Fees**

39
40 A. Licensee shall maintain commercial general liability insurance, worker's
41 compensation, business automobile insurance and additional coverages
42 specified in the license terms and conditions. The City of Austin shall be named
43 as an additional insured.

44
45 B. Licensee shall have a performance bond of \$100/unit. The form of the bond shall
46 be approved by the Director. These funds shall be accessible to the Director for

1 future public property repair and maintenance costs that may be incurred,
2 removing and storing units improperly parked or if a company is not present to
3 remove units if its license is terminated. If a licensee increases the size of their
4 fleet, the performance bond shall be adjusted appropriately before deploying
5 additional units.

6
7 C. Licensee shall pay all fees established by ordinance.

8
9 D. If the Director or any other City of Austin agency, department or commission,
10 including the Law Department, incurs any costs for addressing or abating any
11 violations of law, including impound dollars, impound fees, costs to recover a unit
12 from a waterway and other ancillary costs, including repair or maintenance of
13 public property, the licensee, upon receiving written notice from the City of Austin
14 regarding such costs shall reimburse the Director for these costs within (30) thirty
15 days. Any payment made pursuant to this paragraph shall not substitute for any
16 other payment otherwise owed or to be paid to the Director.

17
18 E. Under Chapter 9-1 of the City of Austin Code, any dockless mobility unit left for
19 more than 48 hours in one location without moving may be removed and stored
20 by the City of Austin at the expense of the licensee.

21 22 **Section 9 – General**

23
24 A. The Director shall approve any dockless mode type and technology, prior to
25 approving unit deployment.

26
27 B. No dockless system may operate within the City of Austin right-of-way without
28 obtaining the appropriate authorization as required by City Code Chapter 14-9.

29
30 C. The Director shall determine all license terms, conditions, fines and other
31 standard or special requirements.

32
33 D. The Director may remedy habitual rule violations by amending, suspending or
34 completely revoking a license for cause listed in City Code Chapter 14-9 or for
35 public safety concerns.

36
37 E. The Director may require habitual violators to reduce fleet size or to completely
38 remove units from the right-of-way for revocation or during a period of
39 suspension.

40
41 F. Prior to licensing, applicants shall:

42 1. Be in good standing with the City of Austin; and

43
44 2. Provide the Director or Director authorized third party company a verifiable
45 and fully functional API.

46

- 1 G. Units are eligible to be placed into operation immediately, upon authorization
- 2 issued by the Director.