

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF UNIVERSITY PARK, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF UNIVERSITY PARK BY ADDING ARTICLE 12.08, "BICYCLES" TO CHAPTER 12 "TRAFFIC AND VEHICLES"; PROVIDING DEFINITIONS; REQUIRING PERMITS; PROVIDING SAFETY REGULATIONS; REGULATING PARKING OF BICYCLES; PROVIDING REGULATIONS; REQUIRING DATA SHARING; REQUIRING RELOCATION; PROVIDING INSURANCE REQUIREMENTS; AUTHORIZING PERMIT FEES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PARK, TEXAS:

**SECTION 1.** That Chapter 12 "Traffic and Vehicles" of the Code of Ordinances, City of University Park, Texas, is hereby amended by adding Article 12.08 "Bicycles" as follows:

**"Sec. 12.08.001 Definitions**

The following words and phrases shall have the meanings set forth below, unless the context clearly requires otherwise:

*Customer* means a person who rents and uses a bicycle from a bike share operator.

*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.

*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.

*Director* means the Director, or his or her designee, of the Community Development Department.

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

*Geo-Fence Zone* means a zone defined by GPS or RFID that registers when a mobile device like a bicycle enters or leaves that zone.

*Geo-Fence Zone Plan for Cities and Bike Share* means a program to serve both the City and its citizens to regulate the use of shared bicycles and the functioning conditions for the operators.

*Permittee* means a dockless bike share operator that holds a current and valid permit issued pursuant to this article.

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

#### **Sec. 12.08.002 Application for Permit**

- a. A Pilot Program is hereby created to allow a nine-month permit for companies which desire to operate a dockless bike share system or business within the city limits of the City of University Park (“operators”).
- b. To participate in the Pilot Program, operators must submit a Permit Application to the Community Development Director in accordance with these regulations.
- c. The permit application shall include these items:
  - i. Completed Application;
  - ii. Company/operator name and local, primary contact information;
  - iii. Insurance and Indemnification documentation;
  - iv. Images and description of bicycles and mobile application;
  - v. Size of fleet, including any planned fleet expansion over the year;
  - vi. Service area, including any planned expansions over the year;
  - vii. Plan for educating users on proper bicycle parking;
  - viii. Permit fee in the amount applicable to the operator as specified in this Article.

#### **Sec. 12.08.003 Safety Regulations**

- a. All bicycles used by operators issued a permit under this Article shall meet the standards outlined in the Code of Federal Regulations (CFR) under [Title 16, Chapter II, Subchapter C, part 1512 – Regulations for Bicycles](#). Additionally, permitted systems shall meet the safety standards outlined in [ISO 43.150 – Cycles, subsection 4210](#).
- b. All bicycles shall meet the Texas Transportation Code requirement for lights during nighttime, described in Texas Transportation Code [Title 7, Subtitle C., Chapter 551, Subchapter B Sec. 551.104](#).

- c. All operators permitted under this program shall provide a mechanism for customers to notify the operator that there is a safety or maintenance issue with the bicycle, to include a telephone number, web address, and email address.
- d. All permitted systems shall have visible language that notifies the user that:
  - i. Helmet use is encouraged while riding the bicycle.
  - ii. Bicyclists shall yield to pedestrians on sidewalks.
  - iii. When riding on a street, bicyclists must follow the rules of the road as one would in a motor vehicle.
- e. Permitted bicycle share operators agree that the City is not responsible for educating users regarding bicycle laws. Neither is the City responsible for educating users on how to ride or operate a bicycle. Permitted operators agree to educate users regarding laws applicable to riding and operating a bicycle in the City and to instruct users to comply with applicable laws.

#### **Sec. 12.08.004 Parking and Use of Bicycles**

- a. Bicycle share operators shall inform customers on how and where to use and park a bicycle properly.
- b. Bicycle share operators shall have the capability to create Geo-Fence Zones as established by the City of University Park.
- c. Bicycle share operators shall provide and maintain a Geo-Fence Platform operable on six (6) workstations simultaneously, compatible with the City of University Park GIS system.
- d. Restrictions to eligible bicycle parking zones on sidewalks include:
  - i. Bicycles shall not be parked in the required sight triangle at an intersection, as defined by the Code of Ordinances.
  - ii. Bicycles shall not be parked against trees or within the landscape planting beds.
  - iii. The City reserves the right to determine certain block faces where dockless bicycle

share parking is prohibited.

- iv. Bicycles shall not be parked or stationed in such a way that will inhibit pedestrian movement or ADA accessibility on sidewalks or pedestrian ways.
- v. Bicycles shall not be parked adjacent to or within:
  - 1. An area not within a Geo-Fence Zone (reference map or Geo-Fence Platform);
  - 2. Transit zones, including bus stops and shelters;
  - 3. Loading zones;
  - 4. ADA handicap parking zones;
  - 5. Street furniture that requires pedestrian access;
  - 6. Curb ramps; or
  - 7. Entryways and driveways.
- e. This permit is only valid for operations within the City of University Park right-of-way. Additional zones may be established; for example, locations within parks, on-street parking spaces, off-street parking lots/garages, or campuses may be established. However, permission to do so shall require coordination with the appropriate City department and/or property owner and shall be communicated to the customer through signage approved by the respective entity and/or through the mobile web application.
- f. Any dockless bicycle that is parked in one location for more than seven (7) consecutive days without moving must be evaluated and moved to a new location by the bicycle share system provider. If the bicycle remains in the same location for the first two (2) hours of the eighth day, it may be removed by the City of University Park and taken to a facility for storage at the expense of the bicycle share operator. The City of University Park shall invoice the violating operator (see Operations section for more information).
- g. All permitted bicycle share operators shall provide, on every bicycle, contact information for bicycle relocation requests, including a telephone number, web address, and email address.
- h. Bicycles shall be upright when parked.
- i. Any bicycle that is parked incorrectly shall be re-parked in a correct manner or shall be

removed by the operator based on these times:

- i. 8 a.m. – 8 p.m. Monday-Friday (holidays excluded) – within two (2) hours of receiving notice.
  - ii. All other times – by 10:00 a.m. the following calendar day (holidays included).
- j. A rider of a dockless shared bike shall ride and operate or park and leave the bike only within the geo-fence zones established in red on the Map attached hereto as Exhibit “A”. Shaded or cross-hatched areas on the Map indicate areas where bike-share units may not legally be parked- rental fees cannot be stopped and bikes cannot be locked in those areas.

#### **Sec. 12.08.005 Special Events**

For special events in University Park that require street closure and/or booths to set up on a street or the sidewalk, removal of bike share bikes will be handled by the bike share operator.

- i. Two weeks prior to the event City staff will contact all permitted bike share operators alerting them to the upcoming event.
- ii. Permitted bike share operators will be required to remove bikes at least three hours prior to street closures or event set up.
- iii. It is the responsibility of the permitted bike share operator to ensure users are aware of the restricted parking areas.

#### **Sec. 12.08.006 Operations of Bicycle Share Operators**

- a. All permitted bicycle share operators under the permit program shall have a 24-hour customer service phone number for customers and others to report safety concerns, complaints, or ask questions.
- b. All permitted bicycle share operators under the permit program shall provide the City with a direct contact for bicycle share operator staff that are capable of rebalancing bicycles. In addition, operators will provide a rebalancing management plan to the City of University Park.
- c. In the event City staff identifies or receives a nuisance complaint, all permitted bicycle share operators under the permit program shall relocate or rebalance bicycles based on these times:
  - i. 8 a.m. – 8 p.m. Monday-Friday (holidays excluded) – within two (2) hours of receiving notice.
  - ii. All other times – by 10:00 a.m. the following calendar day (holidays included).

d. Any inoperable bicycle, or any bicycle deemed not safe to operate either by a user or the company, shall be removed from the ROW within 24 hours of notice by any means to the operator by an individual or entity, and shall be repaired before returning the bicycle into revenue service.

e. All permitted operators shall have a minimum bicycle fleet of 50 bicycles if using standard (non-electric) bicycles; operators shall meet this fleet size within four weeks of permit approval.

f. During this pilot stage of the bicycle share permit program, the City of University Park will limit the number of bikes per bike share company to no more than 150 bikes. If ridership reports demonstrate a need for more and operators are meeting responsible rebalancing/relocation requirements, the bike limit may be reassessed.

g. Every bicycle shall have a unique identifier, such as a unit number, that is visible to the user on the bicycle.

h. Escrow Accounts: The operator must provide Two Thousand Five Hundred Dollars (\$2,500.00) in cash per one thousand (1,000) bicycles (not prorated) that the City will hold in escrow for the term of this Permit to cover direct costs incurred by the City due to violations of the Permit. Should the escrow account be debited and drop to an amount below Five Hundred Dollars (\$500.00), operator shall provide additional funds to raise the amount back to Two Thousand Five Hundred Dollars (\$2,500.00) per one thousand (1,000) bicycles.

i. If the City of University Park incurs any costs addressing or abating any violations of these requirements, or incurs any costs of repair or maintenance of public property, upon receiving written notice of the City costs, the permitted operator shall reimburse the City of University Park for such costs within thirty days. If reimbursement is not paid, the City may withdraw the funds from the Escrow Account provided in subsection h, above.

j. Permits may be revoked for lack of customer service response to include but not limited to safety concerns, failure to actively manage rebalancing plan, documented history of violating components outlined in this policy and/or any of the following:

- i. If an operator has five (5) or more bicycles impounded by the City of University Park at any one time;
- ii. If an operator has had ten (10) or more bicycles impounded within 30 days; or
- iii. If an operator leaves a bicycle impounded for five (5) or more consecutive days.

k. Appeal: An operator may appeal the following decisions of the City if it requests an appeal in writing and delivers it to the City Manager not more than ten (10) business days after receiving notice of the action:

- i. A denial of an application for permit under this Program; or
- ii. A revocation of a permit under this Program.

The City Manager or his designee shall act as the appeal hearing officer in an appeal hearing under this section. The hearing officer shall give the appealing party an opportunity to present evidence and make argument in its behalf. The formal rules of evidence do not apply to an appeal hearing under this section, and the hearing officer shall make his ruling on a preponderance of the evidence presented at the hearing. The hearing officer may affirm, modify, or reverse all or part of the action being appealed. The decision of the hearing officer is final.

#### **Sec. 12.08.007 Data Sharing**

a. Permitted bicycle share operators will report data to the Bicycle and Pedestrian Coordinator or the Traffic Engineer for reporting and analysis purposes.

b. Permitted bicycle share operators are required to report monthly information regarding their fleet and membership. The goal of these reports is to better understand how the entire bicycle share system is being utilized and to better inform future policy changes. Operators will work with the City to provide the following information on their company's operations in University Park:

- i. Number of bicycles in system;
- ii. Origin and destination data;
- iii. Usage (total trips, per timeframe, per location, per bicycle);
- iv. Total number of members;
- v. Member survey and general demographics (if available); and
- vi. Reported collisions.

#### **Sec. 12.08.008 Insurance Requirements**

a. All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications through the duration of the Permit, or longer, as so noted:

- i. Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least A- or better.
- ii. Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or

self-insured retentions with respect to the City, its officials, agents, employees, and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

iii. All Liability policies shall be endorsed to provide the following:

1. Name as Additional Insured the City of University Park, its Officials, Agents, Employees, and volunteers.
2. That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
3. Provide a Waiver of Subrogation in favor of the City of University Park, its officials, agents, employees, and volunteers.
  - i. Cancellation: City requires 30 days' written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.
  - ii. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
  - iii. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

b. General Liability Insurance: General Liability insurance with combined single limits of not less than \$1,000,000.00 shall be provided and maintained by the Permittee. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

- i. If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:



1. Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
  2. Coverage B shall include personal injury.
  3. Coverage C, medical payments, is not required.
- ii. If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:
4. Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- c. Automobile Liability Insurance: Permittee shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than \$500,000 either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract. Satisfaction of the above requirement shall be in the form of a policy endorsement for:
- i. Any auto, or
  - ii. All owner, hired, and non-owned autos.

#### **Sec. 12.08.009**

The pilot program permit fees shall be applied to approved bicycle share permit holders based on the size of the operator's fleet and shall be set by an appropriate Resolution of the City Council establishing a Master Fee Schedule."

**SECTION 2.** All ordinances of the City of University Park in conflict with the provisions of this ordinance or the Code of Ordinances, as amended hereby, are hereby repealed.

**SECTION 3.** The provisions of this ordinance are severable and should any such provision be declared unconstitutional or unenforceable, such declaration shall not affect any of the remaining provisions hereof or the Code of Ordinances as amended hereby.

**SECTION 4.** Any person violating any of the provisions of this ordinance or the Code of Ordinances, as amended hereby, shall be deemed guilty of a misdemeanor and upon conviction in the Municipal Court shall be subject to a fine not exceeding five hundred dollars (\$500.00) for each offense.

**SECTION 5.** This ordinance shall take effect immediately from and after its passage, as the law and Charter in such cases provide.

**DULY PASSED** by the City Council of the City of University Park, Texas, on this \_\_\_\_ day of \_\_\_\_\_ 2018.

**APPROVED:**

\_\_\_\_\_  
**OLIN B. LANE, MAYOR**

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
**CITY ATTORNEY**  
(rld/1-18-18/96124)

\_\_\_\_\_  
**CHRISTINE GREEN, CITY SECRETARY**

**ORDINANCE NO. \_\_\_\_\_**

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**DULY PASSED** by the City Council of the City of University Park, Texas, on this \_\_\_\_ day of \_\_\_\_\_ 2018.

**APPROVED:**

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**OLIN B. LANE, MAYOR**

**ATTEST:**

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**CHRISTINE GREEN, CITY SECRETARY**