

**AN ORDINANCE 2122**

**REGULATING THE USE OF MOTOR-ASSISTED SCOOTERS  
EQUIPPED WITH GPS, ELECTRIC BICYCLES, AND  
BICYCLES EQUIPPED WITH GPS; REGULATING PERSONS  
THAT PROVIDE THESE VEHICLES FOR COMPENSATION;  
ESTABLISHING CERTAIN FEES AND FINES; AND  
AMENDING THE CITY CODE OF ALAMO HEIGHTS, TEXAS.**

\* \* \* \* \*

**WHEREAS**, public safety is a fundamental service required of municipal governments; and

**WHEREAS**, new transportation apparatuses have recently been offered for a fee, including motor-assisted scooters equipped with GPS, electric bicycles and bicycles equipped with GPS; and

**WHEREAS**, regulation of these transportation apparatuses is necessary to establish the rules for the safe operation of these apparatuses and to protect the safety and convenience of pedestrians and others who might be impacted by the use of these apparatuses; and

**WHEREAS**, due to the new and constantly changing nature of these apparatuses and the entities that provide them for use for a fee, the Police Chief is designated by the City Manager to enforce this ordinance and to establish rules and regulations for the issuance of permits and the operation of these vehicles consistent with this Ordinance.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF  
ALAMO HEIGHTS:**

**SECTION 1. MOTOR-ASSISTED SCOOTERS, ELECTRIC BICYCLES, AND BICYCLES  
EQUIPPED WITH GPS**

**Definitions and exclusions.**

(a) As used in this Ordinance, the following terms are defined as follows:

- (1) **MOTOR-ASSISTED SCOOTER** means a self-propelled device, not including a pocket bike or mini-motorbike, with:
  - (A) at least two wheels in contact with the ground during operation;
  - (B) a braking system capable of stopping the device under typical operating conditions;
  - (C) a gas or electric motor not exceeding 40 cubic centimeters;
  - (D) a deck designed to allow a person to stand or sit while operating the device; and
  - (E) the ability to be propelled by human power alone.
- (2) **MOTOR-ASSISTED SCOOTER with GPS** has the same meaning as (a)(2) of this section that is available for use for a fee.
- (3) **BICYCLE EQUIPPED WITH GPS** means a device that a person may ride and that is propelled by human power and has two tandem wheels at least one of which is more than 14 inches in diameter, which has a global positioning system (GPS) to determine the geographic location of the bicycle.

- (4) DOCKLESS VEHICLE means a Bicycle Equipped with GPS, an Electric Bicycle, or a motor assisted scooter equipment with GPS that is available for use for a fee;
- (5) ELECTRIC BICYCLE means a bicycle that:
  - (A) is designed to be propelled by an electric motor, exclusively or in combination with the application of human power;
  - (B) cannot attain a speed of more than 20 miles per hour without the application of human power; and
  - (C) does not exceed a weight of 100 pounds
- (6) PERMIT AGREEMENT means the written agreement between the City and a person for an operating permit which authorizes the operation of a service providing dockless vehicles equipped with GPS for compensation.
- (7) PERMIT HOLDER means the person who owns the operation if a sole proprietorship, or the person providing dockless vehicles with GPS for compensation.
- (8) PERSON means an individual, partnership, corporation, company, association or other legal entity.
- (9) FLEET MANAGER means the person responsible for the daily operations of a dockless vehicle with GPS service, who must be based in Bexar County, Texas.
- (10) CITY means the City of Alamo Heights, Texas.

(b) This article does not apply to a moped or motorcycle; a motorized mobility device (Trans. Code Section 542.009); an electric personal assistive mobility device (Trans. Code Section 55.1.201); or a neighborhood electric vehicle (Trans. Code Section 551.301).

## **SECTION 2 – DOCKLESS VEHICLE FOR HIRE PERMIT AGREEMENTS.**

- (a) The City will only issue an aggregate total of 75 total permits for motor assisted scooters with GPS and bicycles equipped with GPS (dockless vehicles) which are made available by to the public by permit holders for a fee.
- (b) A person must register and obtain a permit agreement from the City of Alamo Heights, and pay any applicable fees, prior to providing a dockless vehicle for any compensation, including but not limited to any money, thing of value, payment, consideration, donation, gratuity or profit.
- (c) To obtain a permit agreement, a person must submit an application to the Office of the Chief of Police on a form provided by the Police Chief for that purpose. The application must contain the following, including any additional information and requirements established by the Police Chief:
  - (1) The business name, street address, mailing address, email address, and telephone number of the applicant;
  - (2) a non-refundable business permit fee of \$500;
  - (3) a non-refundable permit fee of \$10.00 for each dockless vehicle which are to be operated within the city limits of the City of Alamo Heights;

- (4) the name, phone number and email address of the fleet manager. Any change in this information must be reported to the Police Chief's representative within 24 hours of the change;
- (5) a phone number for the public to report improperly parked vehicles and other violations, which must be posted on each dockless vehicle;
- (6) the address of the fixed facilities to be used in the operation, if any, and the address of the applicant's headquarters, if different from the address of the fixed facilities;
- (7) documentary evidence from an insurance company indicating that such insurance company has bound itself to provide the applicant with the liability insurance required by this article;
- (8) documentary evidence of payment of ad valorem taxes on property within the city, if any, to be used in connection with the operation of the proposed dockless vehicle program;
- (9) documentary evidence from a bonding or insurance company or a bank indicating that the bonding or insurance company or bank has bound itself to provide the applicant with the performance or irrevocable letter of credit required by this article;
- (10) the number and the types of dockless vehicles to be operated; and
- (11) an agreement to indemnify the City.

(d) Except as provided in subsection (b)(4), an applicant or registrant shall notify the Police Chief, in the manner prescribed by the Police Chief, within 10 days of any change in the information contained in the application for permit agreement. If the information reported to the Police Chief includes an increase in the number of dockless vehicles for any single company, any additional fees due must be submitted to the Police Chief simultaneously with the change in information.

(e) A permit agreement expires one year from the date it is issued. An applicant may renew a permit agreement following the process in this section. Notwithstanding the one year permit term, the City reserves the right and prerogative to cancel or amend permit terms and fees at will as the City determines to be in the public interest based upon factors such as traffic load, permit holder needs, safety concerns and other factors selected by the City.

(f) A permit agreement is non-transferrable. This regulation should not be construed to impede the continuing use of trade names.

### **SECTION 3 - ISSUANCE, RENEWAL, SUSPENSION, TERMINATION AND REVOCATION OF PERMIT AGREEMENTS.**

(a) The Police Chief shall refuse to issue or renew a permit agreement if the applicant:

- (1) Does not meet the requirements in the permit application, including failing to meet any requirements established by the Police Chief or his designee;
- (2) intentionally or knowingly makes a false statement as to a material matter in an application for a permit agreement; or
- (3) has been convicted twice within a 12-month period for a violation of this article, or has had a permit agreement revoked within two years of the date of application.

(b) If the Police Chief determines that a permit agreement should be denied, the Police Chief shall notify the applicant or operator in writing that the application is denied and include in the notice the specific reason or reasons for denial and a statement informing the applicant or operator of the right to, and the process for, appeal of the decision.

(c) The Police Chief shall revoke a permit agreement if the Police Chief or his designee determines that the permit holder has:

- (1) Made a false statement as to a material matter in the application concerning the operating authority permit;
- (2) failed to maintain the insurance required by this article;
- (3) operated dockless vehicles in excess of the number authorized by the permit agreement;  
or
- (4) failed to pay a fee required by this article.

(d) After revocation of an operating authority permit, an operator is not eligible for another permit for a period of up to two years, depending on the severity of the violation resulting in the revocation.

(e) Any person whose application for a permit agreement, or renewal of a permit agreement, is denied by the Police Chief, or an operator whose permit agreement has been revoked or suspended by the Police Chief, may file an appeal with the Police Chief, who shall forward the notice of appeal to the City Manager or the City Manager's designee.:

- (1) A hearing on the matter will be conducted within 30 days of the request for the hearing unless one of the parties requests a continuance for good cause.
- (2) Every person who appeals shall have the right to appear in person or through an attorney.
- (3) The City Manager or designee shall render a decision within 30 days of the conclusion of the hearing.
- (4) The City Manager or designee shall have the sole authority for upholding or overruling the action of the Police Chief, which was appealed.
- (5) The decision of the City Manager or designee shall be final.

(f) The City, for good cause, may terminate a permit agreement at any time and require that all dockless vehicles permitted under an agreement be removed from City streets and its right-of-ways within ten (10) calendar days.

#### **SECTION 4 - INSURANCE.**

(a) A permit holder shall procure and keep in full force and effect no less than the insurance coverage required by this section through a policy or policies written by insurance company that:

- (1) Is authorized to do business in the State of Texas;
- (2) is acceptable to the city; and
- (3) does not violate the ownership or operational control prohibition described in this section.

(b) The insured provisions of the policy must name the city and its officers and employees as additional insureds, and the coverage provisions must provide coverage for any loss or damage that may arise to any person or property by reason of the operation of a dockless vehicle.

(c) A permit holder shall maintain the following insurance coverages:

- (1) The commercial general liability insurance must provide single limits of liability for bodily injury (including death) and property damage of \$1 million for each occurrence, with a \$5 million annual aggregate.
- (2) If a permit holder will utilize motor vehicles in its operations, the business automotive liability insurance must cover owned, hired, and non-owned vehicles, with a combined single limit for bodily injury (including death) and property damage of \$1 million per occurrence.
- (3) Worker's compensation insurance with statutory limits.
- (4) Employer's liability insurance with the following minimum limits for bodily injury by:
  - (A) Accident, \$500,000 per each accident; and
  - (B) Disease, \$500,000 per employee with a per policy aggregate of \$500,000.

(d) Insurance required under this article must:

- (1) Include a cancellation provision in which the insurance company is required to notify the Police Chief in writing not fewer than 30 days before cancelling the insurance policy (for a reason other than non-payment) or before making a reduction in coverage;
- (2) include a cancellation provision in which the insurance company is required to notify the Police Chief in writing not fewer than 10 days before cancelling for nonpayment;
- (3) cover all dockless vehicles during the times that the vehicles are deployed or operating in furtherance of the permit holder's business;
- (4) include a provision requiring the insurance company to pay every covered claim on a first-dollar basis;
- (5) require notice to the Police Chief if the policy is cancelled or if there is a reduction in coverage; and
- (6) comply with all applicable federal, state, and local laws.

(e) No person who has a 20 percent or greater ownership interest in the permit holder may have an interest in the insurance company.

(f) A permit holder may not be self-insured.

(g) Any insurance policy required by this article must be on file with and approved by the City prior to the issuance of a permit agreement, must remain in effect during the term of the permit agreement.

(h) In addition to the foregoing insurance requirements, if a permit holder contracts with a person or entity located in the City to assist in the operation of the permit holder's business, including

juicers, such contracted person or entity shall provide commercial liability insurance with the City named as an additional insured in the minimum amount \$1,000,000 for each occurrence.

## **SECTION 5 - INDEMNIFICATION**

(a) PERMIT HOLDER COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE (COLLECTIVELY "CLAIMS"), MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO PERMIT HOLDER'S OPERATIONS IN THE CITY, INCLUDING ANY ACT ATTRIBUTABLE TO ANY AGENT, OFFICER, CITY, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF PERMIT HOLDER, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CITY, ITS OFFICERS OR EMPLOYEES. IN THE EVENT PERMIT HOLDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

(b) The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. The parties shall advise each other in writing within 24 hours of any claim or demand against either party that it reasonably believes are covered by PERMIT HOLDER'S INDEMNITY obligations hereunder. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving PERMIT HOLDER of any of its obligations under this paragraph.

(c) Defense Counsel - PERMIT HOLDER shall retain the right to select defense counsel in fulfilling its obligation hereunder to defend and indemnify CITY, unless CITY disapproves of such selection in which event CITY may designate a different defense counsel to be paid for by PERMIT HOLDER. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense.

(d) Employee Litigation — In any and all claims against any party indemnified hereunder by PERMIT HOLDER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for PERMIT HOLDER or any subcontractor under worker's compensation or other employee benefit acts.

(e) It is expressly understood and agreed that PERMIT HOLDER is and shall be deemed to be an independent contractor and shall be responsible to all parties for its respective acts or omissions and that CITY shall in no way be responsible therefor.

## SECTION 6 - DOCKLESS VEHICLE OPERATIONS AND PARKING OR STAGING

- (a) Each dockless vehicle permitted under this article must display the emblem of the permit holder, a unique identification number, and a 24-hour phone number for customers and citizens to report safety concerns, make complaints, ask questions, or request a dockless vehicle be relocated.
- (b) The fleet manager, or a designated representative, shall be available by the phone number provided on the application, seven days a week between 8:00 a.m. and 5 p.m. to accept calls from the Police Chief or designee.
- (c) Permit holders shall not attach any personal property (other than dockless vehicles), fixtures, or structures to the public right-of-way without the separate written permission of the Police Chief. Any permission to place items in the public right-of-way must be incorporated into the permit.
- (d) Permit holders shall educate customers regarding the law applicable to riding, operating, and parking a dockless vehicle. A permit holder's application must provide information notifying the user that:
- (1) The legal parking of the dockless vehicle;
  - (2) the use of helmets is encouraged for the safety of the drivers;
  - (3) operation of dockless vehicles, including the duty to yield to pedestrians; and
  - (4) for motor-assisted scooters and electric bicycles, the areas where riding and parking are prohibited.
- (e) Notices of violations or broken dockless vehicles:
- (1) Permit holders shall have one hour after receiving notice of a violation, from any source, to correct violations for a dockless vehicle being parked in an area prohibited under this article; for other violations, the permit holder **has two hours after receiving notice to correct the violation.**
  - (2) Permit holders are required to lock dockless vehicles reported as broken, from any source, and must remove the dockless vehicle within two hours.
- (f) After the time for correcting a violation has expired, the City may remove and impound a dockless vehicle that is parked in violation of this article or broken at the City's designated vehicle impound location. The permit holder must pay all fees associated with the impound and storage of dockless vehicles at the rates of the impound facility.
- (g) Parking of Motor-Assisted Scooters Equipped with GPS, Electric Bicycles and Bicycles Equipped with GPS:
- (1) These vehicles may not be parked on streets, sidewalks or in right-of-ways, except in areas designated by the Police Chief or his designated representative or otherwise allowed by (g)(2) or (g)(4) of this Section;
  - (2) Motor-assisted scooters may be parked upright on sidewalks in a manner that does not impede the normal and reasonable pedestrian access on a sidewalk or in any manner that would reduce

the minimum clear width of a sidewalk to less than three feet, except as prohibited below in subsection (g)(3).

- (3) Motor assisted scooters may not be parked at locations or in a manner prohibited in subsections (A)-(H):
  - (A) In the area beginning at a Bus Stop Flag Pole, continuing back 15 feet in the direction from which busses arrive, for the full width of the sidewalk;
  - (B) anywhere on the historic trolley stop median located on the northwest corner of Broadway at the intersection with Patterson Avenue;
  - (C) within eight feet of commercial or pedestrian loading zones, or disabled parking zones;
  - (D) within four feet of street fixtures that require pedestrian access, including but not limited to benches;
  - (E) within eight feet of curb ramps, entryways, and driveways;
  - (F) within eight feet of a building entrance;
  - (G) on any unpaved trails, creek ways, and parks, including but not limited to the Nature Trails, Hondondo Creek Trail ways, Community Garden, and Albert Earl Park; or
  - (H) in a privately owned bicycle rack or on private property without authorization of the property owner.
- (4) Electric bicycles and bicycles equipped with GPS may only be parked at a location designated by the Chief of Police.

## **SECTION 7 - ENFORCEMENT**

- (a) The Police Chief and his designees shall enforce this Ordinance.
- (b) Upon observing or confirming a report of a violation of this Ordinance, the Police Chief or his designees shall take necessary action to ensure effective regulation of dockless vehicles.
- (c) The Police Chief or his designees may, with or without notice, inspect any dockless vehicle operating under this article to determine whether the dockless vehicle complies with this article and other applicable laws.

## **SECTION 7 - CRIMINAL OFFENSES**

- (a) The Office of the Chief of Police shall enforce and administer this Ordinance and includes police officers, code compliance agents, or department employees designated by the Chief of Police.
- (b) A person commits an offense if, within the city, the person operates or causes or permits the operation of a dockless vehicle service without a valid permit agreement issued under this article.
- (c) A person commits an offense if the person violates or attempts to violate a provision of this article.
- (d) Violations of the Texas Transportation Code Chapter 551, Subchapter B and Subchapter E as they relate to the operation of electric bicycles and motor-assisted scooters will be strictly enforced.



(e) A culpable mental state is not required for the commission of an offense under this article. A separate offense is committed each day in which an offense occurs.

(f) Prosecution for an offense under this article does not prevent the use of other enforcement remedies or procedures applicable to the person charged with the conduct or involved in the offense.

(g) Any person who violates any of the provisions of this Ordinance shall be guilty of a Class C misdemeanor and upon adjudication or conviction thereof shall be fined in an amount not to exceed \$500 for each offense.

**SECTION 8 - INCONSISTENT CITY CODE PROVISIONS**

This Ordinance controls over any previously enacted Ordinance or Provision of the City Code of Alamo Heights, Texas, to the extent there is any conflict

**SECTION 9** - This Ordinance shall take effect five (5) days following the date of the publication of this Ordinance.

**PASSED and ADOPTED** this the 25<sup>th</sup> day of February, 2019.

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY SECRETARY

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY