

Article 10-10

SHARED ELECTRIC SCOOTER PROGRAM

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10-1001 Definitions

For the purposes of this article the following definitions shall apply:

City: The City of Rock Springs, Wyoming.

Contract: A Memorandum of Understanding issued between the City of Rock Springs and the Operator that outlines the requirements and responsibilities of the Operator in the operation of the Shared Electric Scooter Program.

Shared Electric Scooter: A device weighing less than 150 pounds, that (i) has handlebars and an electric motor, (ii) is solely powered by the electric motor and/or human power, and (iii) has maximum speed of no more than 20 mph on a paved level surface when powered solely by the electric motor.

Shared Electric Scooter Program: The offering, through an approved contract with the City of Rock Springs, of shared electric scooters, for a fare, that a customer is not required to return to a docking station at the conclusion of a ride.

Fare: That portion of the charge for rental of a shared electric scooter that is automatically calculated by an app or

comparable technology through the operation of the mileage and/or time mechanism.

Operator: A person or entity with whom the City has contracted to provide shared electric scooter within the City of Rock Springs, Wyoming through issuance of a Shared Electric Scooter Program Permit.

Rebalance: Moving dockless vehicles from an area of low demand to an area of high demand.

10-1002 Shared Electric Scooter Program Permit

A. It shall be unlawful for a person to operate, or cause to be operated, a Shared Electric Scooter Program, hereafter referred to as “Program”, in the public right-of-way in the City, unless the Operator first obtains a Shared Electric Scooter Program Permit, hereafter referred to as “Permit”.

B. Applications for a Permit under this chapter shall be made on forms provided by the City and shall be signed by an officer or employee of the Operator with authority to legally bind the Operator, who shall verify under oath that the information contained in the application is true and accurate.

C. Applications for a Shared Electric Scooter Program Permit shall be submitted to the City of Rock Springs concurrently with the Operator’s Occupational Tax Application.

D. The permit fee for a Shared Electric Scooter Program Permit shall be Five Hundred Dollars (\$500.00).

E. Shared Electric Scooter Program Permits shall expire on the thirty-first (31st) day of December each year.

F. Applications for renewal shall be submitted at least thirty (30) days prior to the expiration of such Permit. The renewal Shared Electric Scooter Program Permit shall be issued in the same manner and on payment of the same fees as for an original

application for said Shared Electric Scooter Program Permit.

G. The Operator shall provide a draft Contract that includes following information with their application for a Permit:

- 1) The maximum number of Shared Electric Scooters proposed to be used in the Program;
- 2) A description of all Shared Electric Scooters that will be used in the Program, including the model, manufacturer, and color of each Shared Electric Scooter;
- 3) Color photographs depicting the Shared Electric Scooters to be used in the Program;
- 4) A GPS or GIS based map, depicting the proposed service area of the Program;
- 5) A 24-hour customer service telephone number (for voice and text), and email address (both of which must be displayed on each Shared Electric Scooter to be used in the Program);
- 6) The address or addresses of any fixed facilities or locations to be used in the operation, including proposed set daily drop off locations, if any;
- 7) The name of the person designated by the Operator as the Fleet Manager, to receive on behalf of the Operator any future notices sent by the City to the operator, and that person's contact information, including a mailing address, telephone number, and email or other electronic address;
- 8) The rules and regulations for the Users of the Shared Electric Scooters;
- 9) Proof of public liability coverage;
- 10) A maintenance plan;
- 11) A staffing plan;
- 12) Detailed plan for reporting issues with the system; and,
- 13) Any other information deemed necessary by the City.

H. The Contract shall be approved by the City Council prior to operation of the Shared Electric Scooter Program

I. If in the operation of the Program, the Operator modifies any of the information required under subsection (G) of this section, the Operator shall inform the City of each modification within five (5) business days of such modification. If the information reported to the City under this section includes an increase in the number of Shared Electric Scooters, any additional fees due under this section must be submitted simultaneously with the change in information.

10-1003 Denial, Suspension or Revocation of a Permit

A. Denial of a Shared Electric Scooter Program Permit

- 1) The City shall refuse to issue or renew a Permit if the applicant does or has done any of the following at any time:
 - a) Intentionally or knowingly makes a false statement in an application for a Permit or Permit Renewal;
 - b) Violates any provision of this chapter twice within a 12-month period;
 - c) Fails to remove illegally parked Shared Electric Scooters in a timely manner, as determined by the City;
 - d) Fails to regulate Users of its Shared Electric Scooters to ensure the Users comply with this chapter;
 - e) Displays the inability to follow any operating regulations outlined in 10-1004 or within the Contract; or,
 - f) Violates any other laws or ordinances of the City related to the subject of this chapter.

B. Suspension or Revocation of Permit

- 1) The City shall suspend or revoke a Permit if the City determines that the Operator has:

- a) Made false statements as to a material matter in the application concerning the Permit;
- b) Failed to maintain the insurance required under this chapter;
- c) Operated Shared Electric Scooters in excess of the number authorized in the Permit;
- d) Failed to pay any fees required by this chapter;
- e) Failed to remove illegally parked Shared Electric Scooters in a timely manner, as determined by the City;
- f) Failed to regulate Users who have failed to follow regulations; or
- g) Failed to follow any operating regulations outlined in 10-1004 or within the Contract.
- h) After revocation of a Permit, an Operator is not eligible to apply for another Permit for a period of twelve (12) months.

C. Appeals

- 1) If the City determines that a Permit should be denied, suspended or revoked, the City shall notify the Operator in writing and include in the notice the specific reason or reasons for the denial, suspension or revocation of the Permit.
- 2) Any Operator whose application for a Permit is denied, suspended or revoked by the City, may file an appeal with the Governing Body. Any appeal shall be filed no more than thirty (30) days from the written notice of the denial, suspension or revocation.

10-1004 Operating Regulations

A. The City may impose appropriate conditions on the operation of Program in order to further the purposes of this chapter, including, but not limited to, the following:

- 1) Limits on the locations in which the Program Users may operate;

- 2) Limits on the locations where Shared Electric Scooters may be stored or parked when not in use;
- 3) Limits on the hours that a Shared Electric Scooter in a Program may operate;
- 4) Limits on the number of Shared Electric Scooters permitted in the Program;
- 5) Standards for the use and maintenance of Shared Electric Scooters; and
- 6) Any other regulations necessary to further the purposes of this chapter.

B. The Operator shall employ a Fleet Manager, who shall maintain a consistent and regular physical presence in Rock Springs, Wyoming.

C. Notwithstanding any other section of the City Code, a person using a Shared Electric Scooter shall operate it in the same manner as directed by state law and local ordinance for bicycles, unless otherwise posted, subject to regulation by the City. Shared Electric Scooters cannot be operated on shared-use paths where marked as prohibited. This ordinance shall not be read to modify the use of bicycles currently in effect nor change the rules of the road applicable to bicycles.

D. Shared Electric Scooters in a Program shall be maintained continuously in a reasonably clean and working condition.

E. Each Shared Electric Scooters used in a Program shall have a unique identification number that is visible to the User and nearby pedestrians that identifies both the Operator and the Shared Electric Scooter.

F. The Operator shall maintain a website and a telephone service with a live person or persons who are available 24 hours a day. Each Shared Electric Scooter used in a Program shall have a posted notice, which shall be in compliance with Americans with Disabilities Act requirements, advising Users of the Operator’s 24-hour telephone

number, website, email address, and any mobile application information.

G. The speed of Shared Electric Scooters shall not exceed a maximum speed of 15 mph.

H. Each Shared Electric Scooter shall be equipped with the following, if operated after sunset or before sunrise:

- 1) Lamp on the front, exhibiting a white light visible from a distance of at least five hundred (500) feet to the front; and,
- 2) A lamp on the rear, exhibiting a red light visible from a distance of at least five hundred (500) feet to the rear.

I. There shall be only one person on a Shared Electric Scooter at any time.

J. A User may not ride a Shared Electric Scooter while controlling an animal, either by hand or on a leash.

K. A User may not push, pull, tow or haul any other items while riding a Shared Electric Scooter. Items worn by a User are allowable.

L. An Operator may not permit any person under the age of 16 years to use a Shared Electric Scooter in a Program.

M. The Operator shall require a User to individually agree to each of the following conditions before the Operator may allow the User to access the Program, and annually thereafter:

- 1) The User shall follow all traffic laws, such as not operating on sidewalks;
- 2) The User shall yield to pedestrians;
- 3) The User shall follow proper parking procedures; and,
- 4) The User is encouraged to wear a helmet.

N. Each Shared Electric Scooter used in a Program shall have clearly visible advisements in substantially the following form:

- 1) Sidewalk riding is prohibited;

2) The User shall yield to pedestrians;

3) The User may not operate the Shared Electric Scooter while intoxicated; and

4) The User shall park in designated areas.

O. The Operator shall provide Users with a mechanism to report a crash through the Operator's mobile application or posted phone number.

10-1005 Parking Regulations

A. The Operator shall ensure that Shared Electric Scooters are parked in accordance with the terms and performance measures outlined in the Contract, permit requirements, and in compliance with all state and local laws.

B. The Operator shall work to ensure that Shared Electric Scooters are parked in a manner that does not impede pedestrian access; does not obstruct access to fire hydrants and valves, street furniture, crosswalks, driveways or private property; does not damage landscaping, street trees or other aesthetic features; and does not interfere with traffic operations.

C. Shared Electric Scooters shall be upright when parked.

D. The Operator shall conduct outreach and education to its Users on proper parking practices and shall continue developing and implementing technical solutions to ensure good parking behavior.

E. All staging areas shall be approved by the City Engineer and outlined in the Contract.

F. Any Shared Electric Scooter parked on private property is subject to the requirements of that property owner and may be towed at any time at the Operator's expense.

G. After receiving a report from the City or others, the Operator shall remove Shared Electric Scooters parked in violation of the parking requirements outlined above, or

otherwise in conflict with applicable laws and regulations.

H. Shared Electric Scooters are not permitted to park in one single approximate location in the public right-of-way for more than seven consecutive days without rental.

I. Failure to adhere to these parking requirements may result in the City removing the Shared Electric Scooter and storing it in a City facility. The Operator shall be required to pick up Shared Electric Scooters from such a facility and shall be liable for all costs associated with removal and storage of the Shared Electric Scooter, in addition to any applicable fines or fees, or other penalties as appropriate under the law. Subject to applicable laws and regulations, the City shall consider the Shared Electric Scooter abandoned and dispose of it as the City determines fit in the event that the Operator fails to retrieve the device within 5 business days upon being notified of the removal and storage.

10-1006 Data Sharing

A. An Operator shall cooperate with the City in the collection and analysis of aggregated data concerning its operations.

B. An Operator shall provide a monthly report to the City that includes:

- 1) Total number of rides for the previous month.
- 2) Total number of vehicles in service for the previous month.
- 3) Number of rides per vehicle per day.
- 4) Anonymized aggregated data taken by the operator's dockless vehicles in the form of heat maps showing routes, trends, origins, and destinations.
- 5) Anonymized trip data taken by the operator's dockless vehicles that includes the origin and destination, trip duration, and date and time of trip.

C. An operator shall provide other reports at the City's request.

10-1007 Insurance Requirements

A. Operator shall provide City with proof of insurance coverage exclusively for the operation of Shared Electric Scooters including:

- 1) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate;
- 2) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; and,
- 3) Where Operator employs persons within the City, Worker' Compensation coverage of no less than the statutory requirement.

B. Certificates of Insurance naming the City as an additional insured showing such coverage then in force, but not less than the above amounts, shall be submitted by the Operator with its application for a permit under this Chapter. Such certificates shall contain a provision that the policies and coverage afforded thereunder will not be canceled or reduced until at least thirty (30) days after written notice to the City.

10-1008 Indemnification

A. Operator agrees to indemnify, defend and hold harmless City (and its officials, employees, and agents) from and against all actions, damages or claims, including reasonable attorney's fees, (collectively "Claims") brought against the City for personal or bodily injury or death to any person, or damage or destruction of any property, arising out of or resulting from performance or breach of the permit provided that such claim, damage, loss or expense is:

- 1) Attributable to personal injury, bodily injury, sickness, death, or destruction of property, including the loss of use resulting therefrom, or breach of contract, and,

2) Not caused by the negligent act or omission or willful misconduct of the City or its elected and appointed officials and employees acting within the scope of their employment.

B. City expressly acknowledges that in no event shall Operator be liable for any special, indirect, consequential or punitive damages.

C. City's right to indemnification shall be contingent on City notifying Operator promptly following receipt or notice of any Claims.

D. Operator shall have sole control of any defense, including the ability to choose counsel.

E. City shall not consent to the entry of a judgement or enter into any settlement without the prior written consent of the Operator.

10-1009 Penalties

Whoever violates any provision of this chapter for which no penalty is provided, shall be punishable by a fine of not more than \$750.00, a jail sentence of not more than six (6) months, or both, to which restitution may be added by the trial court. A separate offense shall be deemed committed on each day that a violation occurs or continues.