

ORDINANCE NO. 2021-79

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORLANDO, FLORIDA, RELATING TO BICYCLE AND MOTORIZED SCOOTER SHARING SERVICES; AMENDING CHAPTER 10, ORLANDO CITY CODE, ENTITLED “BICYCLES, SCOOTERS, MICROMOBILITY DEVICES AND BICYCLE PATHS” TO PROVIDE OPTION FOR ADDITIONAL PENALTIES AND FINES; TO REDUCE THE TIME BY WHICH BICYCLES AND SCOOTERS MUST BE RELOCATED; TO INCREASE THE PER RIDE FEE COLLECTED BY THE CITY; TO PROVIDE FOR THE ISSUANCE OF PERMITS FOR SCOOTER SHARING SERVICES AFTER AN RFP PROCESS; AND TO EXPAND THE TRANSPORTATION DIRECTOR’S AUTHORITY TO ADMINISTER THE PROGRAMS FOR BICYCLE AND SCOOTER SHARING SERVICES; PROVIDING LEGISLATIVE FINDINGS, AND FOR SEVERABILITY, CODIFICATION, CORRECTION OF SCRIVENER’S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Orlando, Florida (the “Orlando City Council”), on October 8, 2018, approved the operation of bicycle sharing services on certain public property and rights-of-way in the City of Orlando; and

WHEREAS, the City Council of the City of Orlando, Florida (the “Orlando City Council”), on December 9, 2019, approved the operation of scooter sharing services on certain public property and rights-of-way in the City of Orlando under a one-year pilot program during which scooter-share operations would be analyzed and reviewed; and

WHEREAS, the City Council of the City of Orlando, on January 11, 2021 extended the Pilot Program for Scooter Share Services based on exigencies associated with the Covid 19 pandemic, to expire on July 31, 2021 and on July 19, 2021, extended the Pilot Program for Scooter Share Services, to expire on January 3, 2022; and

WHEREAS, Scooter share ridership has increased with the phased reopening from the Covid-19 pandemic, leading to enhancements to the pilot program; and

WHEREAS, the Orlando City Council hereby finds that, based on the time necessary to implement a Request for Proposal (RFP) process, the pilot program for Scooter Share Services should be extended to sixty (60) days after the date that permits are issued after the RFP; and

WHEREAS, an extension to the Pilot Program will ensure continuous scooter share services for residents and visitors until permits are issued through the RFP; and

WHEREAS, increasing per ride fee collected by the City will enhance the City's ability to monitor and enforce, both the bicycle share services program and the scooter share services program; and

WHEREAS, reducing the time by which bicycles and scooters must be relocated from two hours to one hour and establishing an administrative fine procedure will facilitate public safety and encourage greater compliance with the ordinance; and

WHEREAS, the provisions of this Ordinance constitute a public purpose be ensuring the health, safety and welfare of both the individuals using the micromobility devices and those individuals sharing the road and sidewalk with them; and

WHEREAS, the provisions of this Ordinance also constitute a public purpose by ensuring safe and efficient flow of traffic and pedestrians in the City of Orlando.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF ORLANDO, FLORIDA, AS FOLLOWS:

SECTION 1. SEC. 10.01, AMENDED. Section 10.01, Code of the City of Orlando, Florida, is hereby amended as follows:

Sec. 10.01. - Definitions.

As used in this Chapter, the term:

- (a) **Bicycle** means a vehicle propelled solely by human power, and every motorized bicycle propelled by a combination of human power and an electric helper motor capable of propelling the vehicle at a speed of not more than 20 miles per hour on level ground upon which any person may ride, having two tandem wheels, and including any device generally recognized as a bicycle though equipped with two front or two rear wheels. The term does not include such a vehicle with a seat height of no more than 25 inches from the ground when the seat is adjusted to its highest position or a scooter or similar device.
- (b) **Bicycle Path** means a road, path, or way that is open to bicycle travel, which road, path, or way is physically separated from motorized vehicular traffic by an open space or by a barrier and is located either within the highway right-of-way or within an independent right-of-way.
- (c) **Bikeshare Company** means a person, firm, or corporation that makes bicycles available for immediate, self-service rental through an online application, website, or software for point-to-point trips.
- (d) **Director** means the City of Orlando Transportation Director.

- (e) **Docking Station** means a bicycle rack controlled by a bike share company or a scooter or micromobility device rack controlled by a company.
- (f) **Micromobility Device** means any motorized transportation device made available for private use by reservation through an online application, website, or software for point-to-point trips and which is not capable of traveling at a speed greater than 20 miles per hour on level ground. This term includes motorized scooters and bicycles as defined in this chapter.
- (g) **Motorized Scooter(s)** (also referred to herein as "scooters") shall have the meaning ascribed to it in F.S. § 316.003, as amended. "Motorized scooter(s)" or "scooters" are further defined as a device, with an electric motor, designed to transport only one person, exclusively or in combination with the application of human power, which cannot attain a speed of more than 20 miles per hour.
- (h) **Rider** means a person who uses an automated docking station or digital network in order to obtain a bicycle, scooter or micromobility device from a company.
- (i) **Company** means a person, firm, or corporation that makes bicycles, scooters or any other micromobility device available for immediate, self-service rental through an online application, website, or software for point-to-point trips.
- (j) **Sidewalk** means that portion of a street between the curblineline, or the lateral line, of a roadway and the adjacent property lines, intended for use by pedestrians.
- (k) **Rebalancing** means the process by which micromobility devices are redistributed to ensure availability throughout a service area and to prevent excessive buildup of micromobility devices at locations throughout the city.
- (l) **Geofencing** means the use of GPS or RFID technology to create a virtual geographic boundary, enabling software to trigger a response when a mobile device or micromobility device enters or leaves a particular area.
- (m) **Staging** means the orderly parking and rebalancing of micromobility devices within the public right-of-way.

(Ord. of 11-1-1993, Doc. #27001; Ord. No. 2018-56, § 1, 10-8-2018, Doc. 1810081203; [Ord. No. 2019-60](#), § 2, 12-9-2019, Doc. #1912091206)

SECTION 2. SEC. 10.02, AMENDED. Section 10.02, Code of the City of Orlando, Florida, is hereby amended as follows:

Sec. 10.02. - Riding on Sidewalks and Bicycle Paths.

It is hereby made unlawful and a violation of this section to ride a bicycle, scooter or other micromobility device on a sidewalk or bicycle path, or any portion thereof, where prohibited by clearly visible signs or markings sufficient to give riders reasonable notice of the prohibition, except that this section does not apply to government officials operating a micromobility device within the scope of their lawful authority and for a public purpose. ~~It is hereby made unlawful and a violation of this Section to ride a motorized scooter with a seat on a sidewalk unless a governor or other such device has been installed on the~~

~~motorized scooter with a seat, so that it will not exceed ten (10) miles per hour on a level surface as provided in Section 10.05(e)(5), below. A motorized scooter with a seat is any motorized scooter designed to operate with a seat whether or not the seat is deployed at the time of operation.~~

(Ord. of 11-1-1993, Doc. #27001; Ord. No. 2018-56, § 2, 10-8-2018, Doc. 1810081203; [Ord. No. 2019-60](#), § 3, 12-9-2019, Doc. #1912091206)

SECTION 3. SEC. 10.03, AMENDED. Section 10.03, Code of the City of Orlando, Florida, is hereby amended as follows:

Sec. 10.03. - Parking a Bicycle or Other Micromobility Device.

- (a) A person may not park a bicycle or other micromobility device:
1. in a manner that obstructs or interferes with pedestrian or vehicular traffic; or on an accessibility ramp for persons with disabilities, or any part thereof, or in any manner that would restrict the movement of persons with disabilities; or
 2. within a motor vehicle parking space not designed for bicycle or other micromobility device use; or
 3. on any public property, except in areas designated for bicycle or other micromobility device parking; or
 4. on any private property without the permission of the owner. Placing a bicycle or other micromobility device rack shall be deemed permission for the general public to park a bicycle or other micromobility device within that rack, unless otherwise expressly stated in a clearly visible sign.
- (b) A person may not attach, secure, store, or park a bicycle or other micromobility device to or upon public property in a manner that may cause injury or damage to any person or thing or in a manner that renders the public property unusable or impassable.
- (c) Except as otherwise expressly allowed by the government official with authority over such property, bicycles or other micromobility devices parked on public property continuously for one week or more shall be deemed abandoned and subject to the provisions of Chapter 705, Florida Statutes.

(Ord. of 2-27-1968, § 1; Ord. of 11-1-1993, Doc. #27001; Ord. No. 2018-56, § 3, 10-8-2018, Doc. #1810081203; [Ord. No. 2019-60](#), § 4, 12-9-2019, Doc. #1912091206)

SECTION 4. SEC. 10.04, AMENDED. Section 10.04, Code of the City of Orlando, Florida, is hereby amended as follows:

Sec. 10.04. - Bicycle Sharing.

Bike share companies may operate dock-based or dock-less bike share services in the City of Orlando, subject to the following regulations:

- (a) **Permit Required.** Each bikeshare company must apply for and receive a bike share permit from the City before commencing bike share operations and each bike share company must maintain a valid bike share permit at all times that the company operates a bike share service in the City. Bike share permits may not be assigned or transferred unless approved by the City. Each bike share permit shall be for a minimum of two hundred (200) bikes and a maximum of four hundred (400) bikes. Based on the number of permits issued or anticipated to be issued, the Director may limit the number of bikes authorized by a permit to the minimum of two hundred bikes or less in order to maintain a maximum of 1800 bikes under the bike share program. After four months from the issuance of a permit, the company may request an increase to their initial fleet of bikes up to a maximum of six hundred (600) bikes. Each request will include a written analysis to justify the additional fleet size. If the Director finds that an increase to the number of bikes allowed under a permit is in the public interest and meets public safety concerns, the Director may, by written directive, authorize an increase to the number of bikes under a permit up to a maximum of six hundred (600) bikes. The determination will be based on the Director's review of the company's written analysis, as well as operational and safety data relating to the company and the bike share system overall. Each permit will be issued to a different company, not affiliated or otherwise related to a company that has an effective permit. The issuance of permits will be prioritized based on the submission of a complete permit application. The permit constitutes a license for companies to use the City's right-of-way for bike share operations subject to the terms of this Chapter.
 1. **Term of Permit.** Unless otherwise revoked or terminated, each bike share permit is valid for one year, but may be renewed for additional one-year terms upon application by the company. In order to renew a permit, the permit holder must make application to the City at least thirty (30) days prior to expiration of the current permit. The City will use best efforts to make its determination on whether to renew the current permit prior to its expiration. Renewal of the current permit is subject to the terms and conditions of this Chapter as amended from time to time, including those conditions imposed by the Director. A company that qualifies for renewal of a permit that allows more than four hundred (400) bikes will not be required to remove bikes to meet the four hundred bike limit. Within ten days after expiration, revocation or termination of a permit, the company will remove all its bikes from within the City.
 2. **Delivery and Operation of Bikes.** Except as to those additional bicycles authorized by the Director under Section 10.05(a), above If all bikes authorized under any permit are not delivered and operational as part of the bike share company's operations in the City of Orlando within sixty (60) days after issuance of the permit, the permit will automatically expire. A bike share

company will maintain and operate the number of bikes authorized by the permit throughout the term of the permit.

3. **Revocation of Permit.** The Director may revoke a bike share permit if the company violates any applicable law or regulation ~~City ordinance~~ or any condition of the bike share permit. Said revocation will only occur after a notice of intent to revoke is submitted to the company providing a reasonable opportunity for the company to remedy and cease the violation(s). Notwithstanding the preceding sentence, if a company receives more than three notices of intent to revoke in a 12-month period, the Director may revoke the bike share permit without providing any further opportunity for the company to remedy or cease the violation(s). Within seven days of a revocation notice being delivered to a company, the company, may request a meeting before the Director or assignee. A fair opportunity to be heard shall be provided by the Director or assignee within 21 days of the request for a meeting. After the meeting, the Director may affirm his or her determination, affirm his or her determination with conditions, or rescind his or her determination. The Director's decision shall constitute final agency action.
4. **Application Requirements for a Permit.** Applications for a bike share permit must be made on a permit form provided by the Director. The form shall provide the material and documents needed to complete the application. Each company must confirm that the company meets the requirements of this Chapter and other applicable provisions of City ordinance and state law and must list each jurisdiction in the United States in which the company operates a bike share system. The form will also include, though not exclusively, an agreement to indemnify the City of Orlando against any and all claims, damages, and liability arising from the operations of the bike share company. All bike share permits shall be conditioned on the accuracy of and continued compliance with all material aspects of the application.
5. **Conditions of the Permit.** The Director may approve applications for a bike share permit with special regulations and conditions of operation as he or she deems reasonably appropriate to protect the public health, safety, and welfare.
6. **Application Fee.** The initial application for permit must be accompanied by a non-refundable application fee of \$5,000.00. Applications to renew a permit must also be accompanied by the application fee. In addition to paying the City's direct costs of processing the permit application and administering the bikeshare program, the application fee shall also be designated for enforcement, oversight, sidewalk maintenance and construction, parking and active transportation maintenance activities, and/or active transportation street, sidewalk and bike path improvements or studies.
7. **Bicycle Fee.** In addition to the non-refundable application fee set forth above, bike share companies shall remit to the city, a bicycle fee in an amount equivalent to \$0.25 per ride that either begins or ends within the jurisdictional boundaries of the City of Orlando. The fee shall be calculated monthly based

on usage data. For the duration of the permit, this fee shall be paid to the City of Orlando every three months starting three months after the permit is issued, with the last payment occurring within ten (10) days after expiration, revocation or termination of the permit, if not renewed. This fee is to be used for costs associated with administration of the permit and the bike share program, enforcement of this Chapter, oversight, construction and maintenance of parking, active transportation maintenance activities, and/or active transportation street, sidewalk, or bike path improvements or studies.

8. **Waiver / Release Form.** As part of the permit application process, and prior to issuance of the permit, each company will submit a waiver/release form to the City for review and approval. The form will provide, in general, that the customer waives any and all claims against the City and releases the City, its elected and appointed officials and employees from any and all liability related to, or arising from, operation of the bike or the bike share system. The company will require each customer's execution/consent of, and to, the form prior to any customer's use of the company's bikes. Company will use of the form as part of every rental of a scooter throughout the term of the permit(s).

(b) **Insurance and Bond Required.**

1. The bike share company will 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 an insurance company or companies authorized to do business in Florida, who are rated A- (V) or better per A.M. Best's Key Rating Guide.
2. The insured provisions of the policy or policies must list the city, its elected and appointed officials and employees as additional insureds, and the coverage provisions must provide coverage for any claim, loss or damage related to property or bodily injury, including death, which may arise to any person or property by reason of the bike share program or its operation, or the company's agents, contractors, employees or bike users,
3. The bike share company will maintain the following insurance coverages:
 - a. Commercial general liability with limits of \$2,000,000.00 per occurrence, \$5,000,000.00 policy aggregate affording coverage for claims resulting from bodily injury (including death) and property damage as described in subsection 2, above. The policy shall be written on a primary and noncontributory basis, and should insure against premises and operations, personal injury, ~~and contingent~~ and contractual exposures.
 - b. Liability coverage on all motor vehicles/motorcycles/micromobility devices, if said motor vehicles/motorcycles/micromobility devices are used in connection with the operations or activities contemplated under this section. The policy should provide coverage to the city for the company's use and operation of said motor vehicles/motorcycles/micromobility devices, with a combined single limit for bodily injury (including death) and property damage of \$2,000,000.00 per accident.

- c. Workers' compensation subject to the statutory limits of the State of Florida.
 4. The City retains the right to require additional insurance coverage in connection with the activities performed by the company under this section as may be determined by the city, considering the size of the fleet and other liability insurance related factors.
 5. Failure to maintain required insurance coverage is cause for immediate revocation and cancellation of the bike share permit by the Director or his or her designee.
 6. A Certificate of Insurance for any insurance policy required by this section must be on file with the City, in a form acceptable to the Director, or his or her designee, prior to the issuance or renewal of a permit under this section.
 7. Insurance required under this section must include a cancellation provision in which the insurance company is required to notify both the bike share company and the Director or his or her designee, in writing not fewer than 30 days before cancelling any insurance policy or before making a reduction in coverage. A bike share company, upon receiving said notice, shall file with the Director, or his or her designee, in a form acceptable to the city, certificates of insurance for any and all replacement insurance policies prior to the cancellation or reduction of same.
 8. A bike share company may not be self-insured except to the extent that a portion of the above limits may be self-insured upon approval by the City.
 9. All bike share companies must maintain a performance bond in an amount per bicycle as set by resolution of Council. The form of the bond must be approved by the City and will list the City of Orlando as an additional obligee. The bond funds will be accessible to the City (in that the City will be paid directly by the surety) for costs incurred by the City for removing and storing improperly parked bicycles after the City's provision of notice to the bike share company or if a bike share company fails to remove bicycles when its permit expires or is terminated. The bond must be in a form acceptable to the City and will provide that prior to contacting the surety, the City will notify the company of the violation and allow a reasonable time for the company to cure the violation. Payment will be made from the surety to the City within 30 days after the City's submittal of an invoice to the surety certifying costs as described above. Documentation confirming this bond requirement must be readily available for inspection by the City. Nothing in this Chapter constitutes a waiver of the City's sovereign immunity.
- (c) ***Bicycle Regulations.*** Each bicycle provided as part of a bike share service by a bike share company must:
1. Meet the requirements for bicycles as set forth in 16 Code of Federal Regulations Part 1512 and Section 316.2065, Florida Statutes, including but not exclusively front and rear lights that meet applicable laws, rules and regulations, and must otherwise meet the specifications and safety requirements for bicycles under federal and state law.

2. Prominently display the bike share company's logo.
3. Display a telephone number by which a user may contact the bike share company for customer support.
4. Be lawfully parked when not in use.
5. Be properly maintained for safe travel by the bike share company.

(d) **Company Responsibilities.** Each bike share company must:

1. Be a business organization authorized to do business in the State of Florida and maintain active organizational status with the Florida Division of Corporations.
2. Provide the Director with the name and contact information for the bike share company's local program administrator. The local program administrator must be a person authorized by the bike share company to represent the company with the City and to authoritatively respond to questions or concerns about the company's operations.
3. Keep a representative available by phone 24 hours a day, 7 days a week, in order to respond to questions or concerns about the company's operations. The telephone number to reach the representative must be prominently displayed within the company's online application or website and also on each bicycle as required by Paragraph (c) 3. of this section.
4. Reimburse the City for costs incurred to address or abate any violations of this Chapter or costs incurred for the repair or maintenance of public property arising from the operations of the bike share company.
5. Pay the City the bicycle fee as referenced in section 10.04(a)(7), for each bicycle to be rented or leased by the bike share company within the City.

(e) **Docking Stations.** Docking stations may not:

1. Be placed in part or whole on any public property without the prior express written consent of the City.
2. Be placed in part or whole on any private property without the prior express written consent of the property owner.

(f) **Requirements of the Software Application.** In addition to the requirements in subsection (h), below, the bike share company's software application must:

1. Provide clear notification that riders must operate in compliance with state and local law.
2. Provide an interface that allows riders to notify the bike share company of an issue relating to the safety or maintenance of a bicycle.

(g) **Rebalancing, Relocating, and Removing Bicycles.** Rebalancing a bike share fleet is the act of geographically dispersing and re-dispersing bicycles to maintain a balanced availability of bicycles throughout a bike share company's service area. Relocating a bike share bicycle is the act of moving a bicycle when the bicycle is parked in an unlawful, unsafe, not useful or otherwise inappropriate location. Each bike share company must:

1. Remove any bicycle that is inoperable or does not conform to the requirements of this Chapter.
 2. Continuously rebalance its bike share fleet in order to maintain a useful distribution of bicycles as necessary to maximize bike share demand and utility to the cycling public.
 3. Relocate a bicycle within one ~~two~~ hours of a request to do so by the Director or assignee.
 4. Immediately remove and safely store its bike share fleet when a tropical storm or hurricane warning has been issued for any part of Orange County.
 5. The City may seize and impound any bicycle parked, or being operated, in violation of this Chapter, which bicycle will be released to the lawful owner after all impoundment and storage fees have been paid. Without limiting the foregoing, the City may seize and impound any bicycle that is visibly damaged or non-functional, or blocking the public right-of-way, or located outside the bike share area, which bicycle will be released to the lawful owner after all impoundment and storage fees have been paid. Any bicycle that remains unclaimed within the city for five days is subject to sale pursuant to the procedures for abandoned or lost property set forth in F.S. §705.103, or by any other method allowed by the laws of the State of Florida.
 6. The company must specifically rebalance bicycles by relocating and staging them off Orange Avenue from Robinson Street to South Street on Friday and Saturday nights before 6 P.M.
 7. The company must coordinate with the City of Orlando for significant events located in Downtown Orlando. An event management plan must be submitted to the City of Orlando as part of the permit application.
 8. The company must continually monitor non-city transportation assets for rebalancing needs such as SunRail stations, LYNX Central Station, and LYMMO Bus Stops.
 9. The Director or his/her designee, in the interest of public safety and/or welfare, may (i) establish geo-fenced areas where bicycles cannot be operated and/or parked, (ii) enact speed restrictions, (iii) exclude certain bicycles from being rented or ridden or (iv) establish days and time-frames during which bicycles may not be operated. A company must have the technology available to operate and/or implement the Director's requirements. Geo-fenced areas must be established by the companies within twenty-four (24) hours of the Director's notification to do so.
 10. The daily rebalancing of bicycles by companies should focus first on the City of Orlando's Central Business District, designated exclusion areas, and public parks in order to maintain an orderly public right-of-way.
- (h) **Staging Bicycles.** The company may stage a maximum of 60% of the total allowable fleet in operation within the Downtown Community Redevelopment Agency (CRA) boundary east of Interstate-4 and must maintain a minimum of 20% of the total allowable fleet in operation within the Downtown CRA boundary

west of Interstate 4. The remaining portion of the fleet must be staged outside of the CRA but may not be staged in City of Orlando Historic Districts, or other areas designated by the permit or the Director.

- (i) **Data Sharing.** All bike share companies shall provide real-time or semi-real time data in a format and schedule, as specified by the City of Orlando and in accordance with existing industry standards. The data that each company provides the City will be listed on the permit by category. The City may require additional categories of data from the company which additional categories will become a condition of the permit. The additional data will be provided within ten (10) days of the City's written notice to the company. In addition the City reserves the right to require the company to undergo an audit, strictly limited to the information provided in the data categories specified by the City in the permit, to be performed by a 3rd party vendor of the City's choosing as a condition of the permit to ensure the data provided by the company is accurate and transparent.

(j) **Administrative Fines.**

1. If the Director determines that violations of this Chapter are occurring in such a manner as to negatively impact public health, safety, and welfare and efficient operation of the bike share services program, the Director may order implementation of the following administrative fines by providing thirty (30) days prior written notice to each company. Upon implementation of administrative fines hereunder, the terms of this subsection will become effective.
2. When the Director finds that a company has violated any provision of this Chapter, or the terms of a permit issued hereunder, the Director shall fine such company in the amount of \$100.00 per violation. If applicable, additional fines of \$100.00 per violation shall be assessed for each day during the period of the violation. The fines will be based on a notice of violation issued electronically to the company and will be supported by (i) photographs taken by, or witness testimony of, City employees designated by the Director to assist in enforcing the provisions of this Chapter or (ii) data provided by the company to the City under this Chapter. No more frequently than every thirty (30) days, City will provide invoices to each company against which fines have been assessed which invoices will include copies of the applicable notices of violation. Each such company will pay the fines within thirty (30) days of receipt of the invoice. Unpaid charges, fines, and penalties shall, after thirty-one (31) calendar days, be assessed an additional penalty of ten percent (10%) of the unpaid balance, and interest shall accrue thereafter at a rate of one percent (1%) per month or the maximum allowed under law, whichever is less. A company's failure to timely pay the fine invoices constitutes grounds for revocation of the permit under section 10.04(a)3, above. In addition to the City's costs to administer the program, the funds collected through these fines will be used for enforcement, oversight, construction and maintenance of scooter parking, sidewalk and bike path maintenance and construction, other active transportation maintenance activities, and/or active transportation street, sidewalk and bike path improvements or studies that benefit scooter share operations in the City.

3. Companies desiring to dispute a fine, or the notice of violation upon which the fine is based, must file a written request with the Director for reconsideration of the fine and attach any documentation in support thereof. A fair opportunity to be heard shall be provided by the Director or assignee at a meeting between the Director or assignee and company representatives within 30 days after the request. After the meeting, the Director may affirm his or her determination, affirm his or her determination with conditions, or rescind his or her determination. The Director's decision shall constitute final agency action.

4. Issuance of an administrative fine shall not preclude, or be a prerequisite for, taking any other action against the company.

(k) Impoundment. The City may seize and impound any bicycle or other micromobility device parked or otherwise being located, operated or maintained in violation of this Chapter, or which constitutes a public safety hazard. The bicycle or other micromobility device will be released to the lawful owner after all impoundment and storage fees have been paid. Without limiting the foregoing, the City may seize and impound any bicycle that is visibly damaged or non-functional, or blocking the public right-of-way, or located outside the program area, which bicycle will be released to the lawful owner after all impoundment and storage fees have been paid. Any bicycle that remains unclaimed within the city for five days is subject to sale pursuant to the procedures for abandoned or lost property set forth in F.S. § 705.103, or by any other method allowed by the laws of the State of Florida.

(l) Monthly Reports. Each bike share company must provide a monthly report to the Director, which report must include the following minimum information:

1. The company's total number of local members.
2. Total number of trips and miles travelled.
3. Total number of active bicycles in the fleet
4. A map depicting all individual trips.
5. The number and type of maintenance requests.
6. Customer service information, such as complaints, notification of equipment failures and requests to remove bikes.
7. An assessment of environmental impacts.

(m) Administration. This section shall be administered by the Director or designee.

(n) Other Micromobility Device-Sharing Operations Prohibited. This Section 10.04, Bicycle Sharing, except as otherwise provided, applies exclusively to bicycles and bicycle sharing companies. Any operation by which a person or company makes any motorized scooter or other micromobility device, available for immediate, self-service rental or lease at automated docking stations or through an online application, software, or website, for point-to-point trips, is hereby prohibited in the City of Orlando except as otherwise provided in this Chapter. In addition, it is unlawful to operate a motorized scooter or other micromobility device, rented or leased at automated docking stations or through an online application,

software, or website, for point-to-point trips, in a public right-of-way or on public property in the City of Orlando except as provided in this Chapter. Any motorized scooter or other micromobility device, operated in violation of this Chapter, or located within the public right-of-way or on public property, may be seized and impounded. The motorized scooter or other micromobility device will be released to the lawful owner after all impoundment and storage fees have been paid.

(Ord. of 11-1-1993, Doc. #27001; Ord. No. 2018-56, § 4, 10-8-2018, Doc. 1810081203; [Ord. No. 2019-60](#), § 5, 12-9-2019, Doc. #1912091206)

SECTION 5. SEC. 10.05, AMENDED. Section 10.05, Code of the City of Orlando, Florida, is hereby amended as follows:

Sec. 10.05. - Motorized Scooters ~~Pilot Program~~.

- (a) ~~*Pilot P*~~ ***Program***. The city hereby establishes a ~~–pilot~~ program (the "program") constituting the sole authority under which companies, through a City of Orlando Request for Proposal (RFP) process, a permit, or as otherwise authorized by City Council, may operate dock-based or dock-less motorized scooter share services by reservation through an online application, software, or website, for point-to-point trips, within designated areas of the City of Orlando designated by the Director or City Council. ~~—The program will expire on January 3, or immediately upon the City's issuance of permits under a Request for Proposal, as described in subsection (s), below, whichever is earlier. During the term of the program, companies shall have a maximum fleet of 400 motorized scooters, except as otherwise determined by the Director under Section 10.05(b). As part of the program, Tthe Director has retained the right to require companies to reduce their fleet size or cease operations as required by public, health, safety or welfare considerations or in the event companies violate the terms of this ordinance or the permit issued hereunder. Each During the term of the program, the company, obtaining a permit under the program, will designate two local operational staff who will be responsible for fielding complaints, addressing technical difficulties, coordinating the rebalancing and removal of scooters parked illegally and providing public education.~~
- (b) ***Permit Required***. Each company must apply for and receive a permit from the City before commencing scooter share operations and each company must maintain a valid permit during the ~~term of~~ program. Permits may not be assigned or transferred unless approved by the City. Each permit, upon issuance, will be for the amount of a minimum of two hundred (200) scooters necessary so that each company has an equal number of scooters, and a maximum of four hundred (400) scooters. ~~Based on the number of permits issued or anticipated to be issued, the Director may limit the number of scooters authorized by a permit to the minimum of two hundred scooters or less in order to maintain no more than a maximum of 1800 scooters under the program. However, Eeach permit will also be issued subject to the Director's authority to reduce or increase the number of scooters under a permit based on the termination or expiration of a permit, or a company's performance under the program while maintaining a maximum of 1800 scooters. Each permit, upon issuance, will be for a minimum of two hundred (200) scooters and a maximum of four hundred (400)~~

~~scooters. Based on the number of permits issued or anticipated to be issued, the Director may limit the number of scooters authorized by a permit to the minimum of two hundred scooters or less in order to maintain a maximum of 1800 scooters under the program. Each permit will also be issued subject to the Director's authority to reduce the number of scooters under a permit based on maintaining a maximum of 1800 scooters. After four months from the issuance of a permit, the company may request an increase to their initial fleet of scooters up to a maximum of six hundred (600) scooters. Each request will include a written analysis to justify the additional fleet size. If the Director finds that an increase to the number of scooters allowed under a permit will not cause the total number of scooters under the program to exceed 1800, is in the public interest and meets public safety concerns, the Director may, by written directive, authorize an increase to the number of scooters under a permit up to a maximum of six hundred (600) scooters. The determination will be based on the Director's review of the company's written analysis, as well as operational and safety data relating to the company and the program overall. Each scooter share permit will be issued to a different company, not affiliated with a company that has an effective permit. For purposes of this Chapter, affiliate means that an entity is controlled by, under common control with, or has control over the other entity. Control means, with regard to any entity, the legal, beneficial or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the stock (or other ownership interest, if not a corporation) of such entity. In the event of the expiration or termination of a permit, for any reason, the Director shall have the right, but not the obligation, to allow the next highest ranked vendor in the applicable RFP, to apply for a permit under this Section. Nothing herein shall preclude the City from revising the number of authorized scooters, issuing additional permits beyond those contemplated in the applicable RFP, or otherwise revising or amending Chapter 10 at any time and in any manner now or in the future, including during the term of any permits issued hereunder. The issuance of permits will be processed in the order that complete permit applications are received. The permit constitutes a license for companies to use the City's right-of-way for scooter share operations, including parking, subject to the terms of this Chapter.~~

1. ***Term of Permit.*** Unless otherwise revoked or terminated under this Chapter, each permit is valid upon issuance, and will expire ~~as provided in this Chapter.~~ consistent with the terms of the permit, the applicable RFP, the Director's authority under this Chapter or other action of City Council, all of which terms are hereby incorporated into the permit. Within ten days after expiration or termination of a permit, the company will remove all its scooters or other micromobility devices from within the City.
2. ***Delivery and Operation of Scooters.*** Except as to those additional scooters authorized by the Director under Section 10.05(b), above, if all scooters authorized under any permit must be ~~are not~~ delivered and operational as part of the company's operations in the City of Orlando within sixty (60) days after issuance of the permit., ~~the permit will automatically expire.~~ A company will maintain and operate the number of scooters authorized by the permit, including as modified by the Director, throughout the term of the permit.

3. **Revocation of Permit.** The Director may revoke a permit if the company violates any applicable law or regulation or any condition of the permit or the applicable RFP. Said revocation will only occur after a notice of intent to revoke is submitted to the company providing a reasonable opportunity for the company to remedy and cease the violation(s). Notwithstanding the preceding sentence, if a company receives more than three notices of intent to revoke in a 12 month period, the Director may revoke the bike share permit without providing any further opportunity for the company to remedy or cease the violation(s). Within seven days of a revocation notice being delivered to a company, the company may request a meeting with the Director or assignee. A fair opportunity to be heard shall be provided by the Director or assignee within 21 days of the request for a meeting. After the meeting, the Director may affirm his or her determination, affirm his or her determination with conditions, or rescind his or her determination. The Director's decision shall constitute final agency action.
4. **Application Requirements for a Permit.** Applications for a permit must be made on a permit form provided by the Director. The form shall provide the material and documents needed to complete the application and must at a minimum request information necessary to confirm that the company meets the requirements of this Chapter and other applicable provisions of City ordinance and state law or the applicable RFP. Each company must list the other jurisdictions in the United States in which it is currently operating a scooter share system. The form will also include an agreement to indemnify the City of Orlando against any and all claims, damages, and liability arising from operation of the company except to the extent that said liability, losses or damages arise from the negligence or willful misconduct of the city. All permits shall be conditioned on the accuracy of and continued compliance with all material aspects of the application.
5. **Conditions of the Permit.** In addition to the requirements of this Chapter, the Director may approve applications for a permit with special regulations and conditions of operation as the Director he or she deems reasonably appropriate to protect the public health, safety, and welfare. In addition, the Director may, at any time, add special regulations and conditions to the permit, as the Director deems reasonably appropriate to protect the public health, safety, and welfare.
6. **Application and Annual Fee.** The initial application for permit must be accompanied by a non-refundable application and licensing fee of \$5,000.00. The company will also pay the City an annual permit and licensing renewal fee of \$5,000.00 for each year during the term of the permit beginning one year after the issuance date of the permit, including permits issued prior to January 1, 2022. In addition to paying the City's direct costs of administering the program, the application fee shall also be designated for enforcement, oversight, sidewalk maintenance and construction, parking and active transportation maintenance activities, and/or active transportation street, sidewalk and bike path improvements or studies.
7. **Renewal.** ~~Permits may be renewed following the same process, including payment of the application fee, set forth in this section.~~ **Staging.** The company

may stage a maximum of 60% of the ~~total allowable~~ deployed fleet in operation within the Downtown Community Redevelopment Agency (CRA) boundary east of Interstate-4 and must maintain a minimum of 20% of the ~~total allowable~~ deployed fleet in operation within the Downtown CRA boundary west of Interstate-4. The remaining portion of the fleet must be staged outside of the CRA but may not be staged in City of Orlando Historic Districts, or other areas designated by the permit or the Director.

8. **Waiver / Release Form.** As part of the permit application process, and prior to issuance of the permit, each company will submit a waiver/release form to the City for review and approval. The form will provide, in general, that the customer waives any and all claims against the City and releases the City, its elected and appointed officials and employees from any and all liability related to, or arising from, operation of the scooter or the program. The company will require each customer's execution/consent of, and to, the form prior to any customer's use of the company's scooters. Company will use of the form as part of every rental of a scooter throughout the term of the permit(s).
- (c) **Scooter Fee.** In addition to the non-refundable ~~application~~ fees set forth above, companies shall remit to the city a fee in the amount of \$0.~~30~~²⁵ per ride that either begins or ends within the jurisdictional boundaries of the City of Orlando. The fee shall be calculated monthly based on usage data. During the term of the permit, including permits issued under the pilot program, program, this fee shall be paid to the City of Orlando every three (3) months ninety (90) days, beginning on the date that is three (3) months ninety (90) days after the applicable permit is issued (or the if the permit was issued prior to January 1, 2022, then beginning on April 1, 2022) and within ten (10) days after expiration or termination of the permit, ~~if not renewed~~. If the payment due date falls on a weekend or a legal holiday, then payment is due the next business day. A company's failure to timely make the scooter fee payment under this subsection constitutes grounds for revocation of the permit under section 10.05(b)3, above. In addition to the City's costs to administer the program, this fee will be used for enforcement, oversight, construction and maintenance of scooter parking, sidewalk and bike path maintenance and construction, other active transportation maintenance activities, and/or active transportation street, sidewalk and bike path improvements or studies that benefit scooter share operations in the City.
- (d) **Motorized Scooter and other Micromobility Device Parking.** In addition to the requirements in Section 10.03, above, the following requirements apply to motorized scooters and other micromobility devices:
1. Motorized scooters must be parked in areas designated by the City for scooter parking, unless there are no designated parking areas reasonably available. In such case, motorized scooters may, subject to the remaining terms of this subsection (d), park on a sidewalk or other hard surface within the City right-of-way or next to a bicycle rack, but only on the condition that at least four (4) linear feet of sidewalk or other hard surface directly adjacent to the parked scooter is available for pedestrian travel. Motorized scooters may only be parked on private property with the permission of the property owner.

2. Motorized scooters may not be parked upon or within a bicycle rack except for any portion of a bicycle rack that has been signed or painted for scooter parking.
3. Motorized scooters must be upright while parked.
4. Motorized scooters may not be parked in a manner that would impede normal and reasonable pedestrian access on a sidewalk or pedestrian path or in any manner that would reduce the minimum clear width of a sidewalk or pedestrian path directly adjacent to a parked scooter, to less than four (4) feet.
5. Motorized scooters may not be parked in a manner that would impede vehicular traffic.
6. Motorized scooters may not be parked in a manner that would pose a threat to public safety or security.
7. Motorized scooters must be parked in a manner that is compliant with the applicable provisions of the Americans with Disabilities Act of 1990 and must be parked in such a manner that four (4) linear feet of sidewalk or other hard surface, directly adjacent to the parked scooter, is available for pedestrian travel.
8. Motorized scooters may not be parked in a way that blocks:
 - (i) Fire hydrants, call boxes or other emergency facilities;
 - (ii) Transit facilities;
 - (iii) Loading spaces or zones;
 - (iv) Passenger loading spaces or zones, or valet parking service areas;
 - (v) Railroad tracks or crossings;
 - (vi) Disabled or prohibited parking zones;
 - (vii) Street furniture that requires pedestrian access (for example, benches, parking pay stations, or bicycle/news racks);
 - (viii) Building entryways; or
 - (ix) Vehicular driveways.
9. Motorized scooters that are parked in violation of this Chapter, an incorrect manner must be re-parked, removed and/or relocated by the company within one two hours of receiving notification by email or otherwise, failing which the City may remove and impound the scooter or relocate the scooter to a compliant parking area, and charge the cost of said removal, impoundment or relocation to the company as provided in subsection (f) 4, below. Notwithstanding the previous sentence, the City is not required to wait one hour before relocating a scooter to a compliant parking area if relocation is necessary to ensure public health, safety or welfare, in which case the City's actual cost to accomplish said relocation shall be charged to the company. These funds may be collected as provided in subsection (j) 1, below as a condition of its permit, the company releases the City, its employees, contractors, elected and appointed officials from any liability arising from removal, impoundment or relocation of the scooter under this Chapter.

10. The city may designate motorized scooter parking zones in order to guide riders to preferred parking zones and assist with the orderly parking of motorized scooters throughout the city.

(e) Motorized Scooter Operations.

1. Companies will not rent scooters to anyone under the age of 18.
2. Companies will comply with the terms of the permit and the RFP, and all applicable rules, regulations, and laws, including any additional rules and regulations promulgated by the Director or his or her designee.
3. Persons operating motorized scooters shall be subject to all rules, regulations, and laws, including any additional rules and regulations promulgated by the Director, or his or her designee.
4. Motorized scooters must be well-maintained and in good operating condition at all times and must be built to withstand the effects of weather and constant use. In addition, Motorized scooters must be equipped with (i) a minimum of nine (9) inch wheels, (ii) a horn or bell or other such signaling device by which to audibly warn pedestrians, and (iii) front and rear lights that meet applicable laws, rules and regulations, and must otherwise meet the specifications and safety requirements for motorized scooters under federal and state law.
5. Companies must install a governor or other such device on each motorized scooter (~~not including motorized scooters with a seat as defined in Section 10.02 of this Chapter~~) so that it will not exceed ten (10) miles per hour on a level surface. Upon the request of a company, the Director may authorize an increase in the permitted speed of scooters under this subsection. The request will include a written justification that includes evidence of technology that is capable of limiting the speed of scooters on sidewalks to ten (10) miles an hour while allowing higher speeds on bike trails, bike lanes or roadways. The Director will review the request, the written justification and the operational history of the company and the overall program, including crash data and any other relevant information. If the Director finds that an increase to the permitted speed of scooters is in the public interest and meets public safety concerns, the Director may, by written directive, authorize an increase to the permitted speed of scooters under this ordinance, not to exceed fifteen (15) miles per hour on a level surface.
6. Motorized scooters must prominently display the scooter share company's name and/or logo as well as a highly visible telephone number by which an operator/user may contact the company for customer support.
7. Motorized scooters must be rebalanced on a daily basis in the manner prescribed in this Chapter.
8. Motorized scooters shall not display any third-party advertising.
9. Each motorized scooter shall be equipped with active global positioning system (GPS) technology.
10. Companies shall educate persons operating motorized scooters regarding the rules, regulations and laws applicable to riding, operating, and parking a

motorized scooter. The Company's mobile application must provide information notifying a user that:

- (i) Unless otherwise prohibited, motorized scooters may be operated on streets or sidewalks/sidewalk areas in a manner similar to bicycles;
- (ii) Motorized scooters are to be operated at a person's own risk, and no representation is being made by the City as to the condition of any street, sidewalk or sidewalk area;
- (iii) Motorized scooters shall at all times yield to pedestrians and shall give an audible signal before overtaking and passing such pedestrian; and
- (iv) The use of helmets while operating a motor scooter is strongly encouraged.

11. Companies shall not place or attach any fixtures, structures, or personal property, other than a motorized scooter, in the public right-of-way.

(f) *Company Responsibilities.* Each company must:

1. Be a business organization authorized to do business in the State of Florida and maintain active organizational status with the Florida Division of Corporations.
2. Provide the Director with the name and contact information for the company's local program administrator. The local program administrator must be a person authorized by the company to represent the company with the City and to respond to questions or concerns about the company's operations.
3. Keep a representative available by phone 24 hours a day, 7 days a week, in order to respond to questions or concerns about the company's operations. The telephone number to reach the representative must be prominently displayed within the company's online application or website and also on each scooter.
4. Reimburse the City for costs incurred to address or abate any violations of this Section or costs incurred for the repair or maintenance of public property arising from the operations of the company. Said reimbursement shall occur within thirty (30) days after notice to the company.
5. Organize safety training classes regarding riding scooters in the City of Orlando for the general public a minimum of six (6) times per permit year. The safety training classes shall be evenly distributed throughout the year on a weekend and offered free of charge. Companies may hold joint training classes, which would be counted toward their individual safety class total required under this subsection. Permit holders must document and report attendance to the City of Orlando for each class.
6. Diligently monitor the location of its scooters to ensure compliance with this Chapter, including ADA requirements relating to public accessibility to sidewalks, buildings and other such public facilities. The telephone number or email address to notify a company of a scooter that is illegally parked or located, including in such a manner as to violate ADA requirements, must be prominently displayed on each scooter. In addition, each company will designate a person by an email address to receive notices of of illegally parked scooters or other violations of this Chapter. Upon such notification, either by email or telephone, the company will,

within one hour, remove or relocate the scooter to an area that is in compliance with this Chapter ~~Section~~.

(g) Docking Stations. Docking stations may not:

1. Be placed in part or whole on any public property without the prior express written consent of the City Council for the City of Orlando.
2. Be placed in part or whole on any private property without the prior express written consent of the property owner.

(h) Requirements of the Software Application. In addition to the requirements in subsection (k) below, the company's software application must:

1. Provide clear notification that riders must operate in compliance with state and local law.
2. Provide an interface that allows riders to notify the company of an issue relating to the safety or maintenance of a scooter.

(i) Rebalancing, Relocating, and Removing Scooters. Rebalancing a scooter share fleet is the act of geographically dispersing and re-dispersing scooters to maintain a balanced availability of scooters throughout a company's service area. Relocating a scooter is the act of moving a scooter when the scooter is parked in an unlawful, unsafe, not useful or otherwise inappropriate location. Each company must:

1. Remove any scooter that is inoperable or does not conform to the requirements of this Section.
2. Continuously, and on a daily basis, rebalance its fleet in compliance with this Chapter and the permit, in order to maintain a useful distribution of scooters as necessary to maximize scooter share demand and utility to the public.
3. Relocate or remove a scooter within one ~~two~~ hours of a request to do so by the Director or designee or other city staff. Relocate or remove a scooter within one ~~two~~ hours of receiving notice that the scooter is parked or located in violation of this Chapter. ~~Section~~.
4. Immediately remove and safely store its fleet immediately upon the issuance of a tropical storm or hurricane warning for any part of Orange County.
5. The company must specifically rebalance scooters by relocating and staging them off Orange Avenue from Robinson Street to South Street on Friday and Saturday nights before 6 P.M.
6. The company must coordinate with the City of Orlando for significant events located in Downtown Orlando. An event management plan must be submitted to the City of Orlando as part of the permit application.
7. The company must continually monitor non-city transportation assets for rebalancing needs such as SunRail stations, LYNX Central Station, and LYMMO Bus Stops.
8. Ensure that scooters shall not be rented, ridden, or operated in areas and during timeframes, designated in the permit, the applicable RFP or by the Director,

under this Chapter, including but not limited to, designated areas and timeframes as necessary or desirable for special events.

9. The Director or his/her designee, in the interest of public safety and/or welfare, may (i) establish geo-fenced areas where scooters cannot be operated and/or parked, (ii) enact scooter speed restrictions, or (iii) exclude certain scooters from being rented or ridden or (iv) establish time-frames during which scooters may not be operated. A company must have the technology available to operate and/or implement the Director's requirements. Geo-fenced areas must be established by the companies within twenty-four (24) hours of the Director's notification to do so.
10. The daily rebalancing of scooters by companies should focus first on the City of Orlando's Central Business District, designated exclusion areas, and public parks in order to maintain an orderly public right-of-way.

(j) Administrative Fines.

1. If the Director determines that violations of this Chapter are occurring in such a manner as to negatively impact public health, safety, and welfare and efficient operation of the program, the Director may order implementation of the following administrative fines by providing thirty (30) days prior written notice to each company. Upon implementation of administrative fines hereunder, the terms of this subsection will become effective.

2. When the Director, or his/her designee, finds that a company has violated any provision of this Chapter, the applicable RFP, or the Permit issued hereunder, the Director shall fine such company in the amount of \$100.00 per violation. If applicable, additional fines of \$100.00 per violation shall be assessed for each day during the period of the violation. The fines will be based on a notice of violation issued electronically to the company and will be supported by (i) photographs taken by, or witness testimony of, City employees designated by the Director to assist in enforcing the provisions of this Chapter, or (ii) data provided by the company to the City under this Chapter. No more frequently than every thirty (30) days, City will provide invoices to each company against which fines have been assessed which invoices will include copies of the applicable notices of violation. Each such company will pay the fines within thirty (30) days of receipt of the invoice. Unpaid charges, fines, and penalties shall, after thirty-one (31) calendar days, be assessed an additional penalty of ten percent (10%) of the unpaid balance, and interest shall accrue thereafter at a rate of one percent (1%) per month. A company's failure to timely pay the fine invoices constitutes grounds for revocation of the permit under section 10.05(b)3, above. In addition to the City's costs to administer the program, the funds collected through these fines will be used for enforcement, oversight, construction and maintenance of scooter parking, sidewalk and bike path maintenance and construction, other active transportation maintenance activities, and/or active transportation street, sidewalk and bike path improvements or studies that benefit scooter share operations in the City.

3. Companies desiring to dispute a fine, or the notice of violation upon which the fine is based, must file a written request with the Director for reconsideration of the fine and attach any documentation in support thereof. A fair opportunity to be heard

shall be provided by the Director or assignee at a meeting between the Director or assignee and company representatives within 30 days after the request. After the meeting, the Director may affirm his or her determination, affirm his or her determination with conditions, or rescind his or her determination. The Director's decision shall constitute final agency action.

4. Issuance of an administrative fine shall not preclude, or be a prerequisite for, taking any other action against the company.

(k) *Impoundment.*

1. The City may seize and impound any scooter or other micromobility device parked or otherwise being located, operated or maintained in violation of this Chapter, or which constitutes a public safety hazard. The scooter or other micromobility device will be released to the lawful owner after all impoundment and storage fees have been paid. Without limiting the foregoing, the City may seize and impound any motorized scooter(s) that is/are visibly damaged or non-functional, or blocking the public right-of-way, or located outside the program area, which scooter will be released to the lawful owner after all impoundment and storage fees have been paid. Any motorized scooter that remains unclaimed within the city for five days is subject to sale pursuant to the procedures for abandoned or lost property set forth in F.S. § 705.103, or by any other method allowed by the laws of the State of Florida.

(l) *Data Sharing.*

1. All companies shall provide real-time or semi-real time scooter data in a format specified by the City of Orlando and in accordance with existing industry standards. The data categories that each company will share with the City will be listed on the permit. During the term of the program, the City may require additional categories of data from the company which additional categories will become part of the permit. The data will be provided within ten (10) days of the City's written notice to the company. In addition the City reserves the right to require the company to undergo an audit, strictly limited to the information provided in the data categories specified by the City in the permit, to be performed by a 3rd party vendor of the City's choosing as a condition of the permit to ensure the data provided by the company is accurate and transparent.

(m) *Scooter Information.*

1. All companies must maintain, during the entire term of the permit, a searchable database with the following information for each scooter rented: (1) name, address and mobile phone number of the person who rented the scooter; (2) the date, time and duration ("rental period") of each person's rental of a scooter; (3) the route taken during the rental period and (4) the location of the scooter at any particular time during the rental period. The company will not be required to share this data with the City as part of the company's operations under the permit or the program.

(n) *Monthly Reports.*

In addition to the information referenced in subsection (k) above, each company must provide a monthly report to the Director, which report must include the following minimum information:

1. The company's total number of local members.

2. Number of rides, time per ride, and miles travelled.
- 3 Total number of active scooters in the fleet.
4. A map showing high ridership routes.
5. The number and type of maintenance requests.
6. Customer service information, such as complaints, notification of equipment failures and requests to remove scooters.
7. An assessment of environmental impacts.
8. Total number of parking return incentives awarded, and penalties assessed.
9. Record of crashes, including location, date and time of crash.

(o) Customer Surveys.

Within sixty (60) days after issuance of a permit, the company will place a customer survey on its website or mobile application (app) or may conduct the survey by email, in a form approved by the City and will forward all results to the City every two months after posting the survey.

(p) Insurance Requirements.

1. The company will 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 an insurance company or companies authorized to do business in Florida, who are rated A- (V) or better per A.M. Best's Key Rating Guide.
2. The insured provisions of the policy or policies must list the city, its elected and appointed officials and employees as additional insureds, and the coverage provisions must provide coverage for any claim, loss or damage related to property or bodily injury, including death, which may arise to any person or property by reason of the program or its operation, or the company's agents, contractors, employees or scooter users, or the operation of a motorized scooter.
3. The scooter share company will maintain the following insurance coverages:
4. Commercial general liability with limits of \$2,000,000.00 per occurrence, \$5,000,000.00 policy aggregate affording coverage for claims resulting from bodily injury (including death) and property damage as described in subsection 2, above. The policy shall be written on a primary and noncontributory basis, and should insure against premises and operations, personal injury, and contingent and contractual exposures.
5. Automobile/motorcycle liability affording coverage on all motor vehicles/scooters, if used in connection with the operations or activities contemplated under this article. The company should furnish the city with a policy affording coverage on all owned autos and scooters, including coverage for hired and non-owned auto exposures, with a combined single limit for bodily injury (including death) and property damage of \$2,000,000.00 per accident.
6. Workers' compensation subject to the statutory limits of the State of Florida.

7. The city retains the right to require additional insurance coverage in connection with the activities performed by the company under this article as may be determined by the city, considering the size of the fleet and other liability insurance related factors. Nothing herein constitutes a waiver of the City's sovereign immunity.
8. Failure to maintain required insurance coverage is cause for immediate revocation and cancellation of the permit by the Director or his or her designee.
9. The Certificate of Insurance for any insurance policy required by this section must be on file with the City, in a form acceptable to the Director, or his or her designee, prior to the issuance of a permit under this section.
10. Insurance required under this section must include a cancellation provision in which the insurance company is required to notify both the company and the Director or his or her designee, in writing not fewer than 30 days before cancelling any insurance policy or before making a reduction in coverage. A scooter share company, upon receiving said notice, shall file with the Director, or his or her designee, in a form acceptable to the city, a certificate of insurance for any and all replacement insurance policies prior to the cancellation or reduction of same.
11. A company may not be self-insured except to the extent that a portion of the above limits may be self-insured upon approval by the City.

(q) Performance Bond.

1. A company will submit to the Director, a performance bond, in a format prescribed by the City, prior to the issuance of a permit under this section. The performance bond will be in the amount of \$20,000 and must list the company as the principal and be payable directly to the City. The performance bond must remain in effect for the duration of the permit. The bond funds will be accessible to the City (in that the City will be paid directly by the surety) for costs incurred by the City for removing and storing scooters under this section and for damages incurred by the City (including, though not exclusively, damage to City property), arising from the company's operations within the City. The bond must be in a form acceptable to the City and will provide that prior to contacting the surety, City will notify the company of the violation and allow a reasonable time for the company to cure the violation. Payment will be made from the surety to the City within 30 days after the City's submittal of an invoice to the surety certifying costs as described above. Documentation confirming this bond requirement must be readily available for inspection by the City. Nothing herein constitutes a waiver of the City's sovereign immunity.
2. If the performance bond is cancelled, the permit will be suspended on the date of cancellation and the company will immediately cease operations until a replacement bond that meets the requirements of this section, is provided to the Director.

(r) Indemnification.

1. Companies will indemnify, defend, and hold harmless the city, and its elected and appointed officials, employees, agents and instrumentalities from any and all liability, losses or damages, including any and all attorneys' fees and costs of

defense, which the city and its elected and appointed officials, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature including, but not limited to, personal injury or wrongful death, property loss or damage, the conditions and features on all streets, sidewalks and sidewalk areas, or other areas within the city on which a motorized scooter is operated, to the extent arising out of or in any way connected with the operation of the motorized scooter service or use of a motorized scooter. Companies shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the city, where applicable, including administrative, trial, and appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Companies shall expressly understand and agree that any insurance protection required by this section, or otherwise provided or secured by a company, will in no way limit the responsibility to indemnify, defend and hold harmless the city, its elected and appointed officials, employees, agents and instrumentalities as required by this section. The obligation to indemnify, defend, and hold harmless will survive the revocation, cancellation, or expiration of a permit. The companies will acknowledge on the permit, which will include this indemnification in substantially the language provided by this section, that the issuance of the permit, is, in part, conditioned on the granting of this indemnification which is knowingly and voluntarily given by the company.

(s) Administration. This section shall be administered by the Director or designee.

(t) Request for Proposal.

Upon the request of the Director, the City's Chief Procurement Officer is hereby authorized to conduct additional Request for Proposal ("RFP") processes pursuant to the provisions of Chapter 7, City Code, through which companies would be ranked for application for a limited number of permits to operate motorized scooter share services in the City of Orlando. The RFP shall contain such terms and conditions governing motorized scooter share services after conclusion of the pilot program as determined by the Director, provided, however, that any RFP terms and conditions in conflict with the terms of this Chapter shall be subject to City Council approval or modification prior to the issuance of a permit for such services. The pilot program, and all permits issued under the pilot program, will expire on January 3, 2022, or immediately upon sixty days after the City's issuance of the first permits after the Request for Proposal process, whichever is earlier, unless such date is modified by City Council.

(u) Application of Terms. The terms of this Chapter, the permit and the applicable RFP will be applied and interpreted by the City (in pari materia) with reference to each other and as fully as possible. However, the terms of this Chapter will prevail to the limited extent of any inconsistency. The terms of Section 10.05, shall apply to all permits issued by the City, whether issued under the pilot program or otherwise.

[\(Ord. No. 2019-60](#), § 6, 12-9-2019, Doc. #1912091206) Secs. 10.06—10.22. - Reserved.

Editor's note— Ord. No. 2018-56, § 5, adopted October 8, 2018, Doc. #1810081203, repealed former §§ 10.05—10.22, relative to bicycles in general and derived from Ord. of Feb. 27, 1968, § 1; Ord. of June 6, 1977, §§ 1; Ord. of Sept. 8, 1980, § 1; Ord. of Nov. 1, 1993, Doc. #27001; Ord. of August 8, 1994, Doc. #27746; Ord. No. 2011-40, § 2, Nov. 3, 2011, Doc. #1110031102.

SECTION 6. CODIFICATION. The city clerk and the city attorney shall cause the Code of the City of Orlando, Florida, to be amended as provided by this ordinance and may renumber, re-letter, and rearrange the codified parts of this ordinance if necessary to facilitate the finding of the law.

SECTION 7. SCRIVENER'S ERROR. The city attorney may correct scrivener's errors found in this ordinance by filing a corrected copy of this ordinance with the city clerk.

SECTION 8. SEVERABILITY. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 9. EFFECTIVE DATE. This ordinance takes effect on January 1, 2022, as provided by law.

DONE, THE FIRST READING, by the City Council of the City of Orlando, Florida, at a regular meeting, the _____ day of _____, 2021.

DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of Orlando, Florida, by the city clerk of the City of Orlando, Florida, the _____ day of _____, 2021.

DONE, THE SECOND READING AND PUBLIC HEARING, AND ENACTED ON FINAL PASSAGE, by an affirmative vote of a majority of a quorum present of the City Council of the City of Orlando, Florida, at a regular meeting, the _____ day of _____, 2021.

BY THE MAYOR OF THE CITY OF
ORLANDO, FLORIDA:

Mayor Buddy Dyer

ATTEST, BY THE CLERK OF THE
CITY COUNCIL OF THE CITY OF
ORLANDO, FLORIDA:

City Clerk

Print Name

THIS ORDINANCE DRAFTED BY AND
APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF ORLANDO, FLORIDA:

Roy K. Payne, Esq.
Chief Assistant City Attorney