

**CITY OF CORAL GABLES, FLORIDA**

**ORDINANCE NO. 2019-17**

AN ORDINANCE OF THE CITY COMMISSION, AMENDING CHAPTER 74 - TRAFFIC AND VEHICLES, ARTICLE IV- BICYCLES, SKATEBOARDS, SCOOTERS, SHARED MOBILITY DEVICES, AND OTHER SIMILAR DEVICES OF THE CITY OF CORAL GABLES CODE TO INCLUDE ADDITIONAL DEFINITIONS, REQUIREMENTS FOR OPERATION OF SHARED MOBILITY DEVICES PROGRAMS, AND ADDITIONAL PROVISIONS REGARDING OPERATION OF SHARED MOBILITY DEVICES; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE.

**WHEREAS**, in the Summer of 2018, shared mobility devices, including motorized scooters, began appearing in the City of Coral Gables; and

**WHEREAS**, on July 10, 2018 the City Commission adopted Ordinance No. 2018-23 requiring that any operator displaying, offering or making shared mobility devices (including motorized scooters) for rent in the City have a valid memorandum of understanding with the City prior to operating; and

**WHEREAS**, the City has currently executed a Memorandum of Understanding, and various amendments to those memorandum, with two motorized scooter operators, Bird and Spin; and

**WHEREAS**, the executed Memorandum of Understanding contain extensive requirements and detailed policies that the City has required the two current operators to adhere to; and

**WHEREAS**, as previously mentioned when the City passed Ordinance No. 2018-23, and during subsequent updates to the City Commission, the City has now proposed a comprehensive ordinance codifying those requirements that the City has placed in its Memorandum of Understanding, as well as clarifying additional requirements for and prohibitions regarding the operation of shared mobility device programs in the City;

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE CITY OF CORAL GABLES, FLORIDA:**

**SECTION 1.** That the foregoing “**WHEREAS**” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

**SECTION 2.** Chapter 74 “Traffic and Vehicles” Article IV. “Bicycles, Skateboards, Scooters, Shared Mobility Devices, and Other Similar Devices” of the Official Code of the City of Coral Gables is hereby amended in Attachment A, with deletions are indicated by ~~strikethrough~~ and insertions indicated by underline.

**SECTION 4.** All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 5.** If any section, part of section, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

**SECTION 6.** It is the intention of the Commission of the City of Coral Gables, Florida, that the provisions of this Ordinance shall become and be made part of the City of Coral Gables Code of Ordinances; and that the sections of this “ordinance” may be changed to “section”, “article”, or such other appropriate word or phrase in order to accomplish such intentions.

**SECTION 7.** If the Official Code of the City of Coral Gables Tables of Contents or other reference portions is affected by these provisions, then changes are approved as a part of this Ordinance.

**SECTION 8.** This Ordinance shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS TWENTY-SIXTH DAY OF MARCH, A.D., 2019.  
(Moved: Lago/ Seconded: Quesada)  
(Yeas: Quesada, Lago, Mena, Valdes-Fauli)  
(Majority: (4-0) Vote)  
(Absent: Keon)  
(Agenda Item: D-4)

APPROVED  
  
RAUL VALDES-FAULI  
MAYOR

ATTEST:  
  
BILLY Y. URQUIA  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:  
  
MIRIAM SOLER RAMOS  
CITY ATTORNEY

## ATTACHMENT A

- **Sec. 74-239. - Definitions.**

For purposes of this article the following definitions apply:

*Motorized scooter* means as defined in F.S. § 316.003, and includes gas and motorized scooters or any combination of the two such as a hybrid scooter. Motorized scooter(s) 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 fifteen (15) miles per hour on a level surface.

*Operator* means a company deploying shared mobility devices within the city.

*Shared mobility device* means an individual device including, but not limited to, motorized or electronic scooters, bicycles, and other similar devices, but does not include motor vehicles used in conjunction with ride sharing companies, such as Uber or Lyft.

*Shared mobility device program* means a program generally, in which mobility devices, including but not limited to bicycles and motorized scooters, are made available for shared use to individuals on a short term basis at no cost or for a fee.

*Rebalance* means moving shared mobility devices from an area of low demand to an area of high demand, or to return to designated areas of deployment.

*Deploy* means the initial daily staging of a shared mobility device by an Operator on designated areas of City right of way.

(Ord. No. 2018-23, § 2, 7-10-2018)

- **Sec. 74-240. - Operation of a shared mobility device program—Penalties and impoundment.**

(a) No operator shall display, offer, or make available for rent any shared mobility device within the city, unless the person has a valid fully executed memorandum of understanding with the city or has obtained approval from the city through an established process.

(b) If two or more shared mobility devices from an operator without a valid memorandum of understanding with the city are found at a particular location within the city it will be presumed that they have deployed by that operator, and it will be presumed that the operator is in violation of this section.

(c) A violation of this section shall be considered a code enforcement violation and is punishable by a fine of \$500.00 per instance. Each day an operator has shared mobility devices in the city in violation of this section shall be considered a separate instance and a separate violation of this section.

(d) Impoundment. A shared mobility device that is displayed, offered, made available for rent by an operator operating without a valid memorandum of understanding with the city, or a device abandoned on the city rights-of-way or private property without permission by a user of the device shall be subject to immediate impoundment by the city. In order to retrieve any impounded shared mobility device an individual or entity ~~must~~ shall demonstrate proper proof of ownership and pay a \$50.00 impoundment fee per device reflecting the city's enforcement, investigation, storage, and impound costs.

e) The City Manager, or his or her designee, reserves the right to eliminate any and all shared mobility device programs, at any time, for any reason. The City Manager may also terminate any memorandum of understanding or operating agreement in accordance with the terms of those agreements if there is a violation of this Chapter, the terms of the memorandum of understanding, any applicable law, for public health, safety, or general welfare concerns, or for convenience.

f) The City is under no obligation to allow any Operators to operate shared mobility device programs in the City.

(Ord. No. 2018-23, § 2, 7-10-2018)

- **Sec. 74-241. - Motorized scooters on sidewalks.**

The riding of motorized scooters, as defined in this article, is permissible upon all sidewalks located within the city, except where prohibited by official posting. motorized scooters shall be restricted to a maximum speed of 15 miles per hour in such areas where riding is permitted.

(Ord. No. 2018-36, § 2, 9-11-2018; Ord. No. 2018-47, § 2, 10-23-2018)

**Sec 74-242 Operation of a shared mobility device program – motorized scooter authorized program requirements**

a) Program Requirements:

(1) A maximum of 300 motorized scooters, deployed among one or more Operators, shall be allowed in the City at one time. The City Manager, at his or her discretion, reserves the right to modify the total number of motorized scooters permitted to operate within City limits at any time and for any reason.

(2) The City may allow operators to increase their fleet size only if Operator's usage data demonstrates the need to increase the fleet size.

- (3) Notwithstanding sections (1) and (2), the City retains the right to require Operators to reduce their fleet size or cease operations in the event that operators repeatedly fail to timely rebalance or remove vehicles blocking the right of way or to timely respond to complaints received by the City.
- (4) The City shall approve all deployment locations.
- (5) Operators shall designate two (2) local operations staff persons who will be responsible for fielding complaints, addressing technical difficulties, coordinating the rebalancing and removal of motorized scooters parked illegally, and providing public education.
- (6) Each motorized scooter shall prominently display the name of the Operator and contact information for a twenty-four (24) hour customer service number for customers and citizens to report safety concerns, make complaints, ask questions, or request that a motorized scooter(s) be relocated.
- (7) Operators shall rebalance, remove, and/or relocate motorized scooters within three (3) hours of receiving notification from the City.
- (8) Any motorized scooter staged in the same location, without being operated, for more than forty-eight (48) hours shall be relocated by the Operator.
- (9) Motorized scooters shall be well maintained and in good operating condition, with operating front and rear lights, as well as an operating audible signal, and any motorized scooter that is removed due to maintenance or safety issues shall be repaired before being returned to service.
- (10) Motorized scooters shall be rebalanced on a daily basis.
- (11) Motorized scooters shall not display any third-party advertising.
- (12) Operators shall have the sole responsibility to educate persons riding motorized scooters regarding the rules, regulations and laws applicable to riding, operating, and parking a motorized scooter. An operator's mobile application shall provide information notifying users:
  - a. Where motorized scooters may be legally ridden;
  - b. That motorized scooters are to be operated at a person's own risk, and that no representation has been made by the City as to the condition of any City rights-of-way;
  - c. That motorized scooter users shall at all times yield to pedestrians and shall give an audible signal before overtaking and passing such pedestrian; and
  - d. That the use of helmets while operating a motorized scooter is strongly encouraged.
- (13) Operators shall not place or attach any fixtures, structures, or personal property, other than a motorized scooter, in the public right-of-way without the written permission of the City Manager or his or her designee.
- (14) In the event a hurricane watch for the Coral Gables area, or Miami-Dade County, is issued, or upon request of the City Manager or the Manager's designee, Operator

- shall remove all vehicles from City rights-of-way within the City within twelve (12) hours of the issuance of the watch or notification by the City.
- (15) No one under the age of 18 shall operate a motorized scooter.
- (16) The City may, at any time, require the Operator to require confirmation of a user's valid driver's license prior to operation of a motorized scooter.
- (17) If the City incurs a cost in addressing or abating any violation of this section or article, or incurs any cost of repair or maintenance of any public property resulting from the use of the motorized scooters, the operator shall reimburse the City for the full cost within thirty (30) days of receiving written notification from the City.
- b) Insurance Requirements
- (1) An Operator shall procure and keep in full force and effect no less than the insurance coverage required by this Section through a policy or policies written by 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 shall list the City Indemnitees as additional insureds on a primary and non-contributory basis and the coverage provisions shall provide coverage for any loss or damage that may arise to any person or property by reason of the operation of a motorized scooter.
- (3) An operator shall maintain the following insurance coverages:
- a. Workers Compensation subject to the statutory limits of the State of Florida, with a waiver of subrogation in favor of the City of Coral Gables.
- b. Commercial General Liability and Right of Way Damage Insurance in an amount not less than \$1,000,000 combined single limit per occurrence, \$2,000,000 annual aggregate, for bodily injury, property damage, products, completed operations, and contractual liability coverage, with the City of Coral Gables being added as an additional insured on a primary and non-contributory basis, with a waiver of subrogation in favor of the City of Coral Gables.
- c. Comprehensive automobile insurance in an amount not less than \$1,000,000 per occurrence for bodily injury (including death) and property damage including coverage for owned and non-owned vehicles, including motorized scooters, with the City of Coral Gables being added as an additional insured on a primary and non-contributory basis, with a waiver of subrogation in favor of the City of Coral Gables..
- c) Indemnification
- Operators shall indemnify, defend, and hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but

not limited to fees and charges of attorneys and other professionals and court and arbitration costs) that the City may incur as a result of claims, demands, suits, causes of actions, or proceeding 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 City rights-of-way, to the extent arising out of or in any way connected with the operation of the motorized scooter program or use of a motorized scooter .Operators 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. Operators shall expressly understand and agree that any insurance protection required by this Chapter or otherwise provided or secured by an Operator, shall in no way limit the responsibility to indemnify, defend, and hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees as required by this Section. This obligation shall survive the revocation, cancellation, or expiration of any Memorandum of Understanding or operating agreement. The Operator will acknowledge in any Memorandum of Understanding that the granting of a right to operate in the City is, in part, conditioned on the granting of this Indemnification which is knowingly and voluntarily given by the Operator.

d) Performance Bond

(1) An Operator shall submit to the Risk Management Division a performance bond, in a format as prescribed in Section 255.05, Florida Statutes, and in a form acceptable to the City Manager, or his or her designee, prior to the execution of a Memorandum of Understanding or Operating Agreement with the City.

(2) Alternatively, an Operator may post an irrevocable letter of credit issued by a bank authorized to transact business in Florida.

(3) The payment and performance bond or irrevocable letter of credit shall be in the sum of \$50,000 and shall list the Operator as a principal and shall be payable to the City, and shall remain in effect for the duration of the memorandum of understanding or operating agreement.

(4) Cancellation of the payment and performance bond or irrevocable letter of credit does not release the Operator from the obligation to meet all requirements of this Article or its MOU. If the payment and performance bond or the irrevocable letter of credits is cancelled, the MOU shall be terminated on the date of cancelation and the Operators shall immediately cease operations until the Operator provides the City Manager with a payment and performance bond or irrevocable letter of credit that meets the requirements of this Section.

e) Data Sharing

- (1) Operators shall cooperate with the City in the collection and analysis of aggregated data concerning its operations. All data furnished under this section will be in a form reasonably acceptable to the City Manager. Operators shall provide the City with real-time information on all motorized scooters operating within its boundaries through a documented Application Programming Interface Key. Operators shall provide the City Manager, and any designees of the Manager with the procedure and credential to authenticate the Application Programming Interface Key.
- (2) Operators shall also provide biweekly reports of anonymized data indicating, at a minimum, the number of trips in a given time period, trip duration, trip distance, start and end locations of each trip, the actual cost in cents paid by the user for the trip, as well as the number and nature of complaints and incidents reported to the Operator.

f) Fees

The City may require that shared mobility device operators remit to the City a public right-of-way fee per device per day, to be set and periodically adjusted by the City Manager.

g) Equitable Access

- (1) Operators shall provide details on how users can utilize the service without a smartphone.
- (2) Operators are encouraged to:
  - a. Provide pricing options that address the needs of low-income residents;
  - b. Provide discount programs to low income individuals;
  - c. Provide cash payment options; and
  - d. Provide adaptive motorized scooters or shared mobility devices that enable operation by individuals with disabilities.

Sec. 74-243 Operation of shared mobility devices

- a. Motorized scooters shall be parked and deployed on a Sidewalk or other hard surface, beside a bicycle rack, or at a city-owned and city-approved location. Motorized scooters shall only be parked or deployed on private property with the permission of the property owner.
- b. Motorized scooters shall be upright while parked or deployed.
- c. City may request removal of motorized scooters in certain areas and request that Operator cease deployment of motorized scooters in certain areas upon request of the City.
- d. Motorized scooters shall not be parked in a manner that would impede normal and reasonable pedestrian access on a sidewalk or in any manner that would reduce the minimum clear width of a sidewalk to less than three (3) feet.
- e. Motorized scooters shall not be parked in a manner that would impede vehicular traffic.

- f. Motorized scooters shall not be parked in a manner that would impose a threat to public safety or security.
- g. Motorized scooters shall not be parked on a block where the sidewalk is at any point less than six (6) feet in width, or on a block that does not have sidewalks.
- h. Motorized scooters shall be parked or deployed in a manner that is compliant with the applicable provisions of the Americans with Disabilities Act of 1990.
- i. Motorized scooters shall not be parked in a way that blocks:
  - a. Fire hydrants call boxes or other emergency facilities;
  - b. Transit Facilities;
  - c. Loading spaces or zones;
  - d. Passenger loading spaces or zones, or valet parking services areas;
  - e. Railroad tracks or crossings;
  - f. Disabled or prohibited parking zones;
  - g. Street furniture that requires pedestrian access (for example, benches, parking pay stations, or bicycle/news racks);
  - h. Window Displays;
  - i. Building entryways;
  - j. Vehicular Driveways
- j. Motorized scooters that are parked in violation of this Section or an executed Memorandum of Understanding shall be-re-parked, removed, relocated and/or redeployed by an Operator within two (2) hours of receiving notification from the City or are subject to impoundment under the same terms of Section 74-240(d).