



SATS (Shared Active Transportation System) Permit Application

For Operating Short-Term Shared Device Rental in the Public Right of Way

Certification: I (We), the undersigned, do hereby make an application for a Shared Active Transportation System (SATS) Permit, and understand that all the required information must be supplied for this application to be considered complete and valid. Additionally, the SATS will operate under the requirements as described in Section 16-223. Shared Active Transportation System (SATS) of the City Code of Ordinances for Fayetteville, North Carolina.

Applicants are required to execute the attached Ordinances 16-223 Checklist to verify all aspects of the Shared Active Transportation System (SATS) ordinance are acknowledged and agreed on, to ensure the application submittal provides all supplemental information needed to complete a thorough review. All associated fees, as outlined in the City's Adopted Fee Schedule, will be collected once the application has been reviewed and determined acceptable by the City. By executing this application, the applicant also acknowledges the SATS is a one-year pilot program. The application submittal deadline is November 1, 2023:

Owner Signature Date

Location (County & State): _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Name(s) of principal(s)

Date: _____

(Official Seal)

Official Signature of Notary

_____, Notary Public

Notary's printed or typed name

My commission expires: _____

Permit application and all appropriate documents shall be submitted to:

City of Fayetteville
Traffic Services Division
339 Alexander Street
Fayetteville, NC 28301

339 Alexander Street, Fayetteville, NC 28301
(910) 433-1660 | www.FayettevilleNC.gov



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For Operating Short-Term Shared Device Rental in the Public Right of Way

Operator Information	
Name of SATS Operator Applicant	
Contact Name	
Mailing Address	
Phone Number	
Email Address	
Website	

Type of Application	
<input type="checkbox"/> New	<input type="checkbox"/> Renewal

Local Operations Information	
Contact Name	
Mailing Address	
Phone Number	
Email Address	

Tracking Information (Staff Only)	
Date Received:	Received By:

339 Alexander Street, Fayetteville, NC 28301
(910) 433-1660 | www.FayettevilleNC.gov

The City of Fayetteville, North Carolina does not discriminate on the basis of race, sex, color, age, national origin, religion, or disability in its employment opportunities, programs, services, or activities.

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DESCRIPTION	REMARKS			APPLICATION REFERENCE PAGE(S)
	Yes	No	N/A	
<p>a. Permits Required; issuance; nature of permits</p> <p>(1) Does the applicant acknowledge terms and conditions may be placed in the permit as appropriate to effectuate this article, including limiting a permittee's shared device fleet size to improve permit compliance?</p> <p>(2) Does the application include organizing documents? (a) Corporation w/ articles (Incorporation & by-laws) LLC w/ articles of organization and operating agreement Partnership w/ agreement, etc. (b) Foreign Business entity w/ cert. of good standing from the Secretary of State organized (c) Domestic Business w/ NC Secretary of State registration filing/fees (d) Sole Proprietorship or DBA Certification w/ Cumberland County Reg. of Deeds (e) & (f) Name & business address of any parent or subsidiary of applicant w/ details (control interests w/ statement of business operations and relationship info)</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<p>(g) Does the application provide sufficient information to show that the applicant is financially, technically, and legally qualified to operate and maintain a SATS device system and acknowledges the City shall, in its sole discretion, determine?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<p>(h) Does the proposed plan of operation include:</p> <p>1) Current operations in the City and other cities, including copies of the applicant's operating permits for all such jurisdictions, w/ an explanation of current & future operations, will complement existing transportation modes within Fayetteville;</p> <p>2) Maximum number of proposed SATS devices with a plan to operate (balancing/rebalancing for equitable coverage, inspecting, repairs, servicing, maintenance, adequate administration/customer service personnel);</p> <p>3) Applications history of complying (plans & ability) w/ federal, state, and local laws, rules, regulations, and guidelines, including, but not limited to, NCGS Ch. 20 and any federal, state & local laws pertaining to data privacy, breach and the protection of personal information obtained from, or about customers of applicant's SATS devices;</p> <p>4) Safety programs to include general info and notification of inappropriate use;</p> <p>5) Plans for customer education of applicable laws, rules, regulations, guidelines, safety, usage & device recommendations/warnings, or proscriptions the applicant or device manufacturers recommend; and</p> <p>6) Any other requirement set forth by administrative regulation.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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	Yes	No	N/A	
(3) The applicant acknowledges permits shall be valid for one (1) year from the issue date. Applicants may apply to renew their permits, following all the procedures prescribed herein. Applications for renewal shall be subject to the same standards of review as applications for an initial permit. Applicants must submit an updated insurance certificate, meeting the requirements of this article, with any application for a new or renewed permit. A permit does not grant exclusive rights to operate a shared active transportation system in device operating areas.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(4) The applicant/permittee agrees the permit(s) may not be transferred or assigned.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(5) Each permittee agrees to comply with its permit.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b. Equipment and shared device requirements	Yes	No	N/A	
(1) The applicant/permittee agrees that when used in a shared active transportation system, electric-assisted bicycles shall meet standards in (i) the Code of Federal Regulations (CFR) under Title 16, Chapter II, Subchapter C, Part 1512 - Requirements for Bicycles, as amended; and (ii) the standards in ISO 43.150 - Cycles, subsection 4210, as amended.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(2) The applicant/permittee agrees that all shared devices shall comply with the applicable equipment and vehicle registration requirements of NCGS Ch. 20.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(3) The applicant/permittee has verified and agrees that every SATS device utilized has the contact information of the permittee, including the website and phone number.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(4) The applicant/permittee acknowledges that all shared devices use technology, such as Global Positioning System (GPS), that allows the shared device to be located and tracked by the permittee at all times.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(5) All shared devices shall be inoperable outside of the designed SATS District.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(6) Permittees acknowledge that every shared device prominently displays a unique and easily read serial number or other identifier.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
c. Operation of SATS.	Yes	No	N/A	
(1) Applicant/Permittee agrees the permit is valid for conducting a SATS within the device operating SATS District only and with the owner's or lawful occupant's consent on other real property. Operating a shared device on any real property outside device SATS District is unlawful without the consent of the property's owner or lawful occupant. Each permittee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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<p>shall always have the ability to discover when its shared devices are operated outside device operating areas and to communicate that information electronically to customers who have operated a shared device outside device operating areas. Permittees shall communicate to customers at the end of a trip when the shared device is operated outside device operating areas.</p>		
<p>(1) Is the proposed SATS within the SATS District? See Ordinance 16-233 for a full list of roads and descriptions of the District.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>(2) The permittee agrees that the operation of shared devices shall be in geographical areas approved by the City.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>(3) Does the applicant have diverse payment options at multiple locations throughout the service area to accommodate persons with neither a smartphone nor a credit card to rent their shared devices?</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>(4) Are docking stations for all SATS devices at approved locations within the district?</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>(5) The applicant/permittee agrees that no permittee or business may:</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>(a) Use, display, proffer, or make available for rent any motorized scooter or a new mode of dockless, shared transport upon any greenway, public park, or City parking deck;</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>(b) Display, proffer, or make available for rent any motorized scooter or electric-assisted bicycle that is capable of traveling at more than 20 miles per hour;</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>(c) Ride any shared device on any public sidewalk in the downtown area;</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>(d) Use any new mode of dockless, shared transport on any public sidewalk;</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>(e) Deploy, station, leave, abandon, or park a SATS device in any public right-of-way or any public area in a manner that:</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>1) Obstructs pedestrian or vehicular travel upon or blocks pedestrian or vehicular access to a public right-of-way;</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>2) Blocks ingress or egress from a vehicle lawfully parked at the curb of a public right-of-way;</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3) Is nearer than 36 inches to a fire hydrant;</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4) Poses a public safety hazard; or</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5) Is otherwise prohibited by applicable laws or administrative regulations, all as Director shall determine;</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>6) Use, display, proffer, make available for rent, station, or leave any motorized scooter on or in any public right-of-way between the hours of 10 p.m. and 6 a.m.;</p>	<input type="checkbox"/>	<input type="checkbox"/>

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7) Display, proffer, or make available for rent any SATS device that is inoperable or unsafe to operate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8) Each motorized scooter must include always-on front, side, and rear lights that emit a white light visible from at least 500 feet to the front, side, and rear.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9) Each SATS device must include a warning bell or horn and security hardware.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10) Each SATS device must be inspected regularly for wear and tear and stress-based damage. Each SATS device must be regularly maintained and repaired per manufacturer recommendations. Worn or damaged parts must be replaced immediately. Unsafe or inoperable devices must be removed from the public right-of-way within 24 hours of notification to, or discovery by, the permittee, and devices that are unsafe to operate must immediately be made unavailable to the public, by the permittee, via remote device lock-down.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
d. Permittee communication with Customers				
(1) Does the permittee include substantially the following information for prospective customers on the permittee's mobile app and website and also displayed on the shared device for which information is applicable? (a) Persons operating shared devices must be at least 16 years old and are encouraged to wear a helmet. (b) North Carolina law requires persons operating the devices to follow applicable traffic laws. (c) City ordinance prohibits operating the device on sidewalks in the downtown district. (d) Operating shared devices are prohibited on the greenway trail.	Yes	No	N/A	
(2) Has the permittee adopted and implemented programs to educate customers on how to operate shared devices safely and all manufacturers' recommendations and warnings pertaining to the operation of devices, including knowledge of laws applicable to operating a shared device in the City?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(3) Does the permittee communicate sufficient information to prospective customers on rates and dollar amounts of fees, rental fees, minimum and maximum fees, charges for additional time, and charges for coverage periods? Fees based on time or distance will include information on the rate per minute, hour, mile, or other applicable time or distance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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<p>(4) The permittee has a 24-hour, 7-day-a-week, 365-day-a-year hotline and a local office within the City, open, at minimum, from 8:00 a.m. to 5:00 p.m., Monday - Friday for customers to report safety concerns and complaints, and to ask questions, to take payments and conduct other business. Personnel via the hotline and the local office can and must respond or dispatch other personnel who can and must respond to customer or City concerns, complaints, or requests within two hours of complaint/request unless a shorter timeframe is specified elsewhere in this article. Additionally, permittees are required to provide contact information for local operation staff for publishing on the City's website or other materials.</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
<p>(5) Applicant agrees all communications required by this article to be made by a permittee to prospective customers and customers shall be in clear, plain English and displayed in a prominent way that the communication is apparent.</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
<p>(6) Applicant/permittee acknowledges that each SATS device must prominently display a unique and conspicuous serial number or other identifiers, legible from a distance of 10 feet, the name and contact information, including website, email address, and phone number of the permittee under whose permit the device is authorized, legible from a distance of three feet, and information for users on safety, traffic laws, and manufacturers' recommendations and warnings.</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
<p>(7) Each applicant/permittee agrees and shall require customers to affirmatively sign or check a box within the permittee's registration, service agreement, or mobile application before the customer's use of the permittee's device to indicate that the customer agrees to forever release, relinquish, and discharge the City and its officials, officers, employees, representatives, and agents from all known and unknown claims, demands, disputes, debts, losses, liabilities, liens, charges, expenses, penalties, proceedings, causes of action, suits, injuries, and damages, including, but not limited to, consequential, indirect, incidental, special, and exemplary damages, concerning any personal injury, wrongful death, or property damage which arises, in any manner, in connection with:</p> <p style="margin-left: 20px;">(a) The customer's rental, use, misuse, or proper or improper placement or parking of the permittee's device;</p> <p style="margin-left: 20px;">(b) The City's issuance of, or decision to approve, the permittee's SATS device permit;</p> <p style="margin-left: 20px;">(c) The permittee's operations, acts, or omissions, including, but not limited to, any failure to inspect, repair, service, charge, and/or maintain devices and to communicate to</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	

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customers applicable traffic safety laws and appropriate manufacturers' and other warnings and recommendations for the use of devices;				
(d) Any defective device or equipment the permittee deploys, stations, offers for rent, rents, leaves, or abandons;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(e) The permittee's improper placement or parking of any device;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(f) The permittees or any of its officers, managers, employees, agents, or representatives' alleged or actual violation of any federal, state, or local law, rule, regulation, ordinance, or guidance in connection with the use of the permit, any device authorized thereunder, or the permittee's business operations;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(g) The permittee's or any of its officers, managers, employees, agents, or representatives' violation or breach of this article, the administrative regulations adopted pursuant to this article;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(h) The permittee's failure to secure the customer's consent to the collection, sharing, selling, or dissemination of data in the manner specified in this article, the permittee's failure to protect any such data or to perform financial transactions in accordance with this article; and all other applicable federal, state, and local laws, rules, and regulations;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(i) The City's failure to enforce the provisions of this article, the administrative regulations adopted pursuant to this article, or permit, insurance, indemnification, security, and liability;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(j) To the fullest extent permitted by law, the City shall not assume any liability whatsoever concerning any SATS device permits the City issues or the operation of any SATS devices thereunder. As a condition to the issuance of any SATS device permit, the applicant shall be required to meet all of the following conditions (and by accepting a permit, the applicant agrees to the following conditions):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1) Execute an agreement, in a form approved by the City attorney, agreeing to release, indemnify, defend (at the applicant's sole cost and expense), and hold the City and its officers, officials, employees, representatives, and agents harmless from and against all claims, suits, causes of action, losses, damages, demands, injuries, liabilities, or losses, including, but not limited to, any consequential, indirect, incidental, special, or exemplary damages (collectively, the "claims"), which, in any manner, arise out of, in relation to, or in connection with:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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a) The City Manager or his/her designee issuance of, or decision to approve, a SATS device permit;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b) The process used by the City Manager or his/her designee in making its/his/her decision;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
c) The applicant's operations, acts, or omissions, including, but not limited to, any failure to inspect, repair, service, maintain, or properly place or park devices and to communicate to customers applicable traffic safety laws and appropriate warnings and recommendations for the use of devices, including, but not limited to, any warnings or recommendations issued by manufacturers;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
d) Any defective device or equipment the applicant displays, deploys, stations, offers for rent, rents, leaves, or abandons;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
e) The applicant's and/or its officers', managers', employees', agents', representatives', or customers' injury or damage to person or property in connection with the use of the permit or the use, misuse, or parking of any device authorized thereunder, including, but not limited to, any injuries or damage to the public rights-of-way;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
f) The applicants or any of its officers, managers, employees, agents, representatives, or customers' alleged or actual violation of any federal, state, or local law, rule, regulation, ordinance, or guidance in connection with the use of the permit, any device authorized thereunder, or the applicant's business operations;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
g) The applicant's or any of its officers, managers, employees, agents, or representatives' breach of the agreement; and/or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
h) The City's failure to enforce the provisions of this article or any provision of the permit. The applicant's indemnification obligation shall apply to all the above-stated claims, regardless of whether any of the applicant's insurance policies apply thereto.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2) The permittee agrees to obtain and maintain in continuous effect, for the duration of the SATS device permit and the applicant's use of the public rights-of-way, and one year thereafter, an insurance policy according to City policy from an insurer authorized to conduct business in the state of North Carolina with coverage limits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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<p>and conditions, from time to time, naming the City an additional insured, on a primary and non-contributory basis to secure the applicant's indemnification obligations under this subsection and the aforementioned agreement. The applicant's insurance policy shall be endorsed to state that coverage shall not be canceled, and the amount of coverage shall not be materially reduced until 30 days following the City's receipt of prior written notice by certified mail. If any insurance policy issued to a permittee is canceled or the amount of coverage thereof materially reduced for any reason, the SATS device permit issued under this article shall be automatically suspended. In order to reinstate the permit, the permittee shall provide a new certificate and policy of insurance to the City, meeting the requirements of this subsection. Original, signed certificates and endorsements evidencing the coverages required hereunder shall be submitted to the City prior to the issuance of or reinstatement of a permit.</p>		
<p>3) Does the permittee provide the City with a performance bond or other security acceptable to the City in an amount determined by the City to be sufficient to cover the obligations of the permittee under the permit? The form of the bond is subject to approval by the department after it consults the City attorney and shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina. The bond shall guarantee the performance of all the obligations of the permittee under its permit. If the amount of the bond is set according to the number of deployed shared devices when a permittee intends to increase the number of deployed devices, the permittee shall submit a revised performance bond or other security acceptable to the City before the additional shared devices may be deployed.</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p>	
<p>4) Does the permittee agree to reimburse the City within 30 calendar days of the date of invoice for all costs and expenses including, but not limited to, attorneys' fees and court costs, which the City incurs as a result of any legal challenge related to the City's approval of, or activities conducted pursuant to, the applicant's SATS device permit, the device, itself, or damages to the public rights-of-way, public areas, or other City property? The City may, in its sole discretion, elect to participate in the defense of any such action. Still, such participation shall not relieve the applicant of any obligations imposed hereunder.</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p>	

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5) Does the permittee agree to reimburse the City within 30 calendar days of the date of invoice for all costs and expenses the City incurs (and which have not already been advanced) to repair the public rights-of-way or other City property damaged in connection with the applicant's and/or its officers', managers', employees', agents', representatives', or customers' use of the public rights-of-way pursuant to the permit issued to the applicant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6) Does the permittee agree to conduct all defenses specified in this article at the permittee's sole cost and expense? The City shall reasonably approve the selection of the counsel that will represent the City. The applicant shall not settle or compromise any claim or consent to the entry of any judgment which affects the City without the prior written consent of the City. In no event shall an adverse judgment be entered against the City, as part of a settlement, without the City's express, prior, written consent.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7) Does the applicant/permittee acknowledge that the indemnification obligations expressed in this article shall continue during the suspension of the SATS device permit and shall survive the expiration or earlier termination/revocation of the permit and the expiration or lapse of any insurance policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
e. DOES NOT EXIST IN THE CODE OF ORDINANCES				
f. Parking, placement, rebalancing, and removing shared devices.				
(1) The permittee agrees shared devices shall not be parked in a way that may impede the regular flow of vehicular and pedestrian travel in device operating areas or otherwise cause a violation of the City Code, and shall inform customers how and where to park shared devices required by this article. Devices shall be upright when parked. The permittee shall remove or re-park every one of its shared devices that are parked in violation of the permit or the City Code in accordance with the following:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(a) During the period of 6:00 a.m. to 10:00 p.m. on weekdays, not including legal holidays, the permittee shall remove or re-park within two (2) hours of receiving notice from any person via mobile or other web application or phone number.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(b) During all other times, the permittee shall remove or re-park within 12 hours of receiving notice from any person via mobile or other web application or phone number.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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(2) The applicant/ permittee agrees that at any time, the City Manager may make it unlawful to park shared devices in specific locations or portions of device operating areas or public property.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(3) Permittees agree to and shall not deploy any inoperable or unsafe shared device. Permittees shall remove any inoperable or unsafe shared device from device operating areas within 24 hours.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(4) The permittee agrees to remove and secure its entire fleet of shared devices from device operating areas for all periods for which the National Weather Service or its successor agency forecasts (i) sustained winds of 40 mph or higher for one hour or more or (ii) wind gusts of 58 mph or higher for any duration in the City.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(5) The permittee agrees to compensate the City for the costs incurred by the City in removing and storing its shared devices that have been improperly parked or rebalanced, including under the circumstances where a permittee fails to remove its shared devices in violation of its permit or in the case its permit is terminated or otherwise not in effect.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(6) Does the applicant/permittee provide contact information so that it can order rebalancing and agrees the City has the right to determine specific locations for rebalancing shared devices, as well as times when the shared devices must be removed from device operating areas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(7) If the City relocates or removes a permittee's shared devices because of a permit violation, or this article, the permittee agrees with and shall pay a fee in an amount set by the City Council.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(8) Does the applicant acknowledge the City Manager or his/her designee is authorized to dispose of an impounded vehicle subject to this article if civil penalties are not paid within 90 days of issuance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
g. Reporting	Yes	No	N/A	
(1) Each permittee agrees to provide the City with all data concerning the permittee's SATS devices and their use, including real-time data; archival trip data; data pertaining to the frequency and location of trips; data pertaining to the deployment and rebalancing of devices; data pertaining to customer complaints and customer service response; data pertaining to device inspection, maintenance, and defects; accident data; data pertaining to system operations; etc. The data must be accurate, anonymized, and timely provided in a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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format and via an interface the City approves. The City will only request and use such data as the City needs to support the safe, equitable, and effective management of the permittee's operations within the City. The permittee shall also communicate clearly, conspicuously, and transparently to customers and prospective customers prior to the commencement of a trip whether the permittee will collect, share, or sell any other data and with whom. The permittee must seek and acquire a customer's permission prior to selling the customer's data or sharing it with parties other than the City. The permittee must provide customers an "opt-in" option in furtherance thereof. The permittee must protect and use industry-accepted encryption to encrypt all financial, personal, and uniquely identifying information it collects, stores, or disseminates in strict compliance with all applicable federal, state, and local laws, rules, and regulations. All financial transactions in which the permittee engages with customers must be secure and payment-card-industry compliant.				
(2) Does the permittee compile, for all of its shared devices deployed in the City, records of collisions or accidents reported to the permittee, the police, or the NC Department of Motor Vehicles, and records of maintenance and repair? Records shall be shared with the City when and in the manner required by the permit at the City's request.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
h. Revocation or non-renewal of permit: review of decisions	Yes	No	N/A	
(1) <i>Revocation or non-renewal; grounds and procedure for revocation or non-renewal.</i> The applicant/permittee agrees that the City's Director may (i), at any time, revoke any permit issued to a permittee or (ii) refuse to renew a permit issued to a permittee under this article and require that permittee remove its entire fleet of shared devices from City designated areas for the following findings:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(a) Fraud, misrepresentation, or a knowingly false statement with respect to a material fact in the permit application or permit renewal application;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(b) The permittee or the permittee's agent or employee violated this article or the terms of the permit up to 10 occurrences;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(c) The permittee's customers operated the shared devices in such a manner as to create unsafe traffic conditions, cause a breach of the peace or public nuisance, violate any applicable law, or interfere with the rights of property owners abutting the right-of-way, and such operation leads to the substantial	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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<p>risk of health, safety, and welfare of the citizens, or their property, if the permit is allowed to continue in effect;</p> <p>(d) The permittee is convicted of any criminal offense that is substantially related to the qualifications, functions, duties, or abilities of the applicant, including, but not limited to, any such pertaining to a serious felony, fraud, deceit, or embezzlement; or</p> <p>(e) Fails to pay any penalties or fines imposed by the City pursuant to this article; fails to pay any impound fees imposed by the City pursuant to this article.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<p>(2) The permittee agrees except in the case of emergency or impracticality, before revoking or denying renewal of a permit, the Director shall provide notice to the permittee and an opportunity to state their case ten business days prior to the hearing. A permit may be revoked or denied renewal, pursuant to this section, even if the person making the findings, pursuant to this section, had made a contrary finding before the permit was issued or renewed, regardless of whether the facts changed upon which the finding is made.</p> <p>(3) <i>Notice.</i> The permittee acknowledges:</p> <p>(a) The Director shall cause a written notice of the revocation or denial of a renewal to be served on the permittee by first-class mail, email, or other electronic means or fax, to the address or number shown on the permit application or by any method allowed by law for service of a summons in a civil action. Anyone 18 years or older may serve the notice, including the Director.</p> <p>(b) If the Director finds that time before a proposed hearing is insufficient to allow service in accordance with subsection (a), the Director may, as an alternative to the means listed in subsection (a), notify the permittee by telephone of the grounds for revocation or denial of renewal and of the right to appeal, provided a written notice is also sent in accordance with subsection (a) on or before the next day that is not a holiday.</p> <p>(c) The notice described in subsection (a) shall set forth a brief statement of the grounds for revocation or denial of renewal and of the right to appeal. The Director shall see that a written record is made to show compliance with this section (3).</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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<p>(4) <i>Retention of fees, waiting period.</i> The permittee agrees that if the City revokes a permit, the City shall retain the fee, if any, paid for the permit. In the case of a denied permit renewal, the City shall either not accept the renewal fee or return the renewal fee to the permittee. The person whose permit is revoked or renewal denied for grounds stated in subsection (1)(a), (1)(b), or (1)(c), regardless of whether additional grounds existed, shall not be issued a permit under the same section of this article for the remainder of the time for which the revoked permit had been issued or, in the case of a denial of permit renewal, for the term of the renewal period. The City shall use reasonable judgment in deciding whether two applicants are the same so that, for example, technical changes in the applicant, or where the applicant one year is a corporation, and the next year it is an affiliate or subsidiary of the same corporation, may not be disregarded.</p> <p>(d) <i>Review of decisions.</i> The permittee acknowledges if the issuance, re-issuance, or if a permit is revoked or denied renewal, or the permit terms are deemed unacceptable to the permittee, or makes any other decision pursuant to this article with respect to a permit, the applicant or permittee may have that decision reviewed by filing a written request in the office of the City Manager or his/her designee within ten days of the date of the notice of determination. The City Manager shall conduct a hearing in order to review the decision. The City Manager shall cause a written notice of the time and place of the hearing to be given or sent to the person seeking review. The permittee may appear in person or through counsel and may present evidence, provided, however, that the hearing officer shall have the authority to conduct the hearing in the manner and for the period of time that he or she deems appropriate to make a decision. The City Manager or his/her designee may affirm, deny, or modify the decision. The City Manager's determinations under this section shall constitute the City's final decision and shall not be subject to further administrative review. Failure to request a review within the time and in the manner provided for in this subsection shall constitute a waiver of the right of review. The permit may be used during the review process only if the City Manager or his/her designee determines that its use would not constitute a substantial threat that</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	

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the grounds described in subsection (1)(b) or (1)(c) will occur, re-occur, or continue during the review process.				
i. Penalties for violations.	Yes	No	N/A	
(1) <i>Assessment of civil penalties.</i> The permittee agrees civil penalties shall be assessed for violations as prescribed in this article, including the terms of a permit. The offender shall receive a written notice describing the nature of the violation and the amount of the civil penalty. The written notice shall be served to the permittee by US mail to the address listed on the permittee's application. The civil penalty shall be \$200.00 per violation plus the costs incurred by the City resulting from the violation, including costs of removing shared devices from the rights-of-way. Each day's continuing violation shall be a separate and distinct offense.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(2) <i>Review of assessment of civil penalties.</i> The permittee agrees civil penalty under this article may appeal the penalty, pursuant to Section 1-9(2) of the City of Fayetteville Code of Ordinances, by filing a written request to the City Attorney's Office within fifteen days of the date of service of the notice of the civil penalty. The person assessed the penalty and the Director may appear in person or through counsel and may present evidence, provided, however, that the hearing officer shall have the authority to conduct the hearing in the manner and for the period of time deemed appropriate to make a decision. The hearing officer may affirm, deny, or modify the decision complained of, and the hearing officer's decision shall be final. Failure to request a review within the time and in the manner provided for in this subsection constitutes a waiver of the right of review.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(3) <i>Collection of civil penalties.</i> The permittee agrees that if the offender does not pay the civil penalty within ten days after having been served with the notice of the civil penalty or filing an appeal, the City may collect the civil penalties by causing to be commenced civil actions in the nature of the debt. The City Manager or his/her designee may compromise such claims, before or after commencement of the civil action, upon a finding that there is a reasonable probability that the City will be unable to collect the entire amount of the claim, that the amount offered in compromise of the claim reasonably reflects either the amount of money available from the offender or the amount the City is likely to recover in the civil action, taking into account the resources required to pursue the civil action, and that the facts and circumstances of the events giving rise to the claim, taken as a whole, indicate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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that the amount offered in compromise is fair and reasonable. The claim may be dissolved using the preceding standards in an appropriate case.				
(4) <i>Equitable remedies.</i> The permittee agrees on any provision of this article, the administrative regulations adopted pursuant to this article, or enforcement of the permit issued hereunder, by an equitable remedy, including abatement orders and mandatory or prohibitory injunctions issued by a court of competent jurisdiction. The Cumberland County Superior Court shall have jurisdiction to issue such orders as may be appropriate, and it shall not be a defense to the application by the City for equitable relief that there is an adequate remedy at law.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
City of Fayetteville FY24 Fee Schedule	Yes	No	N/A	
The applicant agrees to provide the appropriate fees upon notification of acceptable application by the City:				
Permit Application Fee \$300	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Permit Issuance Fee \$10.00 (per bike deployed)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Device Relocation Fee \$50.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Civil Penalty \$200.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Annual Permit Renewal Fee \$150.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

under