

1 Introduced by Council Member Cumber and Co-Sponsored by Council  
2 Members White, Carlucci, Diamond, Gaffney, Priestly Jackson,  
3 Morgan, Bowman, Hazouri, Pittman, DeFoor, Freeman, Salem and  
4 Newby, amended by the Neighborhoods, Community Services, Public  
5 Health & Safety Committee and amended on the Floor by Council:  
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7

8 **ORDINANCE 2020-26-E**

9 AN ORDINANCE REGARDING DOCKLESS MOBILITY  
10 PROGRAMS; CREATING A NEW CHAPTER 235 (DOCKLESS  
11 MOBILITY PROGRAMS), *ORDINANCE CODE*, TO CREATE  
12 AND PROVIDE FOR A ONE-YEAR PILOT PROGRAM TO  
13 ALLOW PERMITS FOR PROVIDING DOCKLESS BICYCLE,  
14 ELECTRIC SCOOTER AND ELECTRIC BICYCLES  
15 (DOCKLESS MOBILITY UNITS) WITHIN THE CITY'S  
16 RIGHTS-OF-WAY; PROVIDING FOR A DIRECTIVE TO  
17 THE LEGISLATIVE SERVICES DIVISION TO CIRCULATE  
18 ENACTED LEGISLATION TO THE WEBMASTER FOR  
19 IMMEDIATE UPDATE OF FEES ONLINE; PROVIDING AN  
20 EFFECTIVE DATE.  
21

22 **BE IT ORDAINED** by the Council of the City of Jacksonville:

23 **Section 1. Creating a new Chapter 235 (Dockless Mobility**  
24 **Programs), *Ordinance Code*.** Chapter 235 (Dockless Mobility  
25 Programs), *Ordinance Code*, is hereby created to read as follows:  
26

27 **CHAPTER 235 - DOCKLESS MOBILITY PROGRAMS.**

28 **Sec. 235.101. - Purpose.**

29 The purpose of this Chapter is to create a one (1) year pilot  
30 program to permit and regulate Dockless mobility programs in the  
City of Jacksonville.

1           **Sec. 235.102. - Applicability.**

2           The provisions of this Chapter shall apply to Dockless  
3 mobility programs. For the purpose of this Chapter, the applicant,  
4 managing agent or operator, and owner shall be jointly and  
5 severally liable for complying with the provisions of this Chapter,  
6 the permit, and the permit and license agreement.

7           **Sec. 235.103. - Definitions.**

8           For the purpose of this Chapter, the following words shall  
9 have the meanings indicated:

10          *Bicycle rack* means a stationary fixture to which a bicycle can  
11 be securely attached to prevent theft.

12          *Corral* means Dockless Mobility Unit parking facilities that  
13 can accommodate a group of Dockless Mobility Units typically  
14 installed in the right-of-way and may include the space occupied by  
15 a single vehicle parking space.

16          *City-owned property* means property owned, occupied, managed,  
17 maintained, or controlled by the City pursuant to deed, easement,  
18 lease, license, or dedication, and includes City park land and any  
19 other property owned by or under the control of the City. When  
20 City-owned property is identified for use for a Dockless mobility  
21 unit facility, it shall be considered an ancillary ROW area subject  
22 to City right-of-way standards and regulations and under the  
23 jurisdiction of the City.

24          *Customer* or *User* means the individual who rents or uses a  
25 Dockless mobility unit that is provided by an Operator.

26          *Department* means the Planning and Development Department.

27          *Director* means the Department Director.

28          *Dockless bicycle program* means a program authorized by this  
29 Chapter that provides bicycles or electric bicycles for short-term  
30 rentals for point to point trips where, by design of the Operator,

1 the bicycles and electric bicycles are intended to remain in the  
2 designated areas during use by a Customer.

3 *Dockless mobility program* means a Dockless bicycle program,  
4 Dockless scooter program or Dockless electric bicycle program.

5 *Dockless scooter program* means a program authorized by this  
6 Chapter that provides electric scooters for short-term rentals for  
7 point to point trips where, by design of the Operator, the electric  
8 scooters are intended to remain in the designated areas during use  
9 by a Customer.

10 *Dockless electric bicycle*, also known as electric-assist or e-  
11 bike, means a bicycle equipped with a battery and an electric motor  
12 that is activated by pedaling and deactivates when not in use.

13 *Dockless mobility unit* or *Unit* means any and all of the  
14 following: Dockless electric bicycles, Dockless bicycles, and  
15 Dockless scooters.

16 *Dockless scooter* means a vehicle consisting of a footboard  
17 mounted to wheels, steered using a long handle, does not include a  
18 seat, is intended to be operated while standing up, is equipped  
19 with a battery, and propelled by an electric motor.

20 *Geofencing* means the use of GPS or RFID technology to create a  
21 virtual geographic boundary, enabling software to trigger a  
22 response when a mobile device enters or leaves a particular area.

23 *Operator* means any entity that owns, operates, redistributes,  
24 or rebalances Dockless mobility units, and services a Dockless  
25 mobility program.

26 *Permit application* means the application required by the  
27 Department in order to participate in the Dockless mobility unit  
28 program.

29 *Redistribution or Redistributing* means the process by which  
30 Dockless mobility units are redistributed to ensure bicycle, E-bike

1 or scooter availability throughout a service area and to prevent  
2 excessive buildup of Dockless mobility units at locations  
3 throughout the Service area.

4 *Right-of-way* or *ROW* means the surface and space above and  
5 below an improved or unimproved public roadway, highway, boulevard,  
6 road, freeway, bridge, alley, court, street, bicycle lane, public  
7 sidewalk and terrace in which the City or other public entity has  
8 an interest in law or equity whether held in fee, easement,  
9 dedication, plat or other estate or interest including any other  
10 dedicated right-of-way for travel purposes.

11 *Service area* means the geographical area within the City of  
12 Jacksonville where the Dockless mobility program is intended to  
13 offer service for its users/customers as defined by the permit  
14 application.

15 *User* shall mean the same as *Customer*, above.

16 **Sec. 235.104. - Dockless mobility unit pilot program**  
17 **permitting.**

18 (a) It shall be unlawful for an Operator to provide or  
19 operate a Dockless mobility program within the City without first  
20 obtaining a permit from the Department.

21 (b) No more than four (4) Operators will be permitted to  
22 operate within the City at any time.

23 (c) Authorization: An Operator shall apply to participate by  
24 submitting to the Department an application to provide a Dockless  
25 mobility program in the Service area. The Director shall determine  
26 what information should be provided in the application.

27 (d) Operators shall obtain a separate permit for each  
28 Dockless Mobility Unit type provided by that Operator.

29 (e) Program permits shall be subject to the approval of the  
30 Director or the Director's designee.

1 (f) Permits will be effective during the one-year pilot  
2 program period. The Council may make the program permanent after  
3 the one-year pilot program if it is determined to be in the best  
4 interests of the City. If the program is made permanent, Operators  
5 under the pilot program shall be required to re-apply for a permit  
6 upon the conclusion of each one-year period. The Council may also  
7 reexamine the program's geographic limitations to determine whether  
8 the program shall be applicable in other locations.

9 (g) Operators must comply with the requirements of this  
10 Chapter.

11 **Sec. 235.105. - Dockless mobility program requirements.**

12 (a) *General regulations pertaining to Dockless mobility*  
13 *units:*

14 (1) All Dockless bicycles utilized in a Dockless mobility  
15 program shall conform to the standards set forth in Title 16, Code  
16 of Federal Regulations, Chapter II, Subchapter C, Part 1512 -  
17 Requirements for Bicycles, the safety standards outlined in ISO  
18 43.150 - Cycles, subsection 4210, and F.S. §316.2065, as may be  
19 amended or revised.

20 (2) All Dockless mobility units utilized shall comply with  
21 the lighting standards set forth in F.S. §316.2065(7), as may be  
22 amended or revised, which requires a reflective front white light  
23 visible from a distance of at least five hundred (500) feet and a  
24 reflective rear red light visible from a distance of at least six  
25 hundred (600) feet.

26 (3) All Dockless mobility units utilized shall include easily  
27 accessible and identifiable language that clearly directs users to  
28 customer support mechanisms, including but not limited to a  
29 customer service phone number, websites, and applications.

30 (4) Dockless electric bicycles (E-bikes) utilized under this

1 program shall meet the National Highway Traffic Safety  
2 Administrations (NHTSA) definition of low-speed electric bicycles;  
3 and shall be subject to the same requirements as ordinary bicycles  
4 and with the requirements of F.S. ch. 316.003, which defines  
5 bicycles. This means, among other requirements, that electric  
6 bicycles shall have fully operable pedals, an electric motor of  
7 less than seven hundred and fifty (750) watts, and a top motor-  
8 powered speed of less than fifteen (15) miles per hour when  
9 operated by a rider weighing one hundred and seventy (170) pounds.

10 (5) Dockless scooters and E-bikes must have a top overall  
11 motor-powered speed of less than fifteen (15) miles per hour.  
12 Operators must educate customers that it is only lawful to operate  
13 at a top motor-powered speed of less than ten (10) miles per hour  
14 when operating on a sidewalk, and a top motor-powered speed of less  
15 than 15 miles per hour when operating in the ROW.

16 (6) All Dockless mobility units utilized shall include an  
17 easily accessible and legible unique identifier that is clearly  
18 displayed and visible to the user of the Dockless mobility unit.

19 (7) All Dockless mobility units utilized shall be equipped  
20 with GPS, cell phone, or a comparable technology for the purpose of  
21 tracking.

22 (8) Advertising and signage on Dockless mobility units and  
23 Corrals are authorized, but must comply with the City's sign  
24 regulations. As a condition of approval, the applicant must agree  
25 and acknowledge that all signs on Dockless mobility units are  
26 subject to the provisions of the City's sign regulations. Further,  
27 the Operator agrees to give the Chief Executive Officer of the DIA  
28 final approval of the specifications for any signs displayed, and  
29 such approved specifications shall be included in the permit  
30 required under section 235.104. No vertical signage shall be

1 allowed.

2 (9) All Dockless mobility units utilized must include a  
3 kickstand capable of keeping the Dockless mobility units upright  
4 when not in use.

5 (b) *Parking and right-of-way.*

6 (1) Dockless mobility units shall only be parked in  
7 designated Corrals. The Chief Executive Officer of the DIA shall  
8 create designated Corrals in certain areas where Dockless mobility  
9 units shall be parked or stored when not in use. In designating the  
10 locations of Corrals, the Chief Executive Officer of the DIA shall  
11 discuss with the Director the location of each corral and shall  
12 consider the following: if use of public sidewalks for parking  
13 Dockless mobility units is considered, locate the Corrals in areas  
14 for which sidewalks are greater than eight feet in width, so long  
15 as there remains at least an eight foot clear area for unimpeded  
16 pedestrian travel and which do not:

17 i. Adversely affect the streets or sidewalks by creating a  
18 nuisance;

19 ii. Inhibit pedestrian movement;

20 iii. Inhibit the ingress and egress of vehicles parked on- or  
21 off-street or the entranceway of any building, structure or space;

22 iv. Create conditions which are a threat to public safety and  
23 security;

24 v. Prevent a minimum four (4) foot pedestrian clear path.

25 (2) Corrals shall be placed in a way that maintains unimpeded  
26 access to Dockless mobility units.

27 (3) Corrals shall not be placed within the following areas:  
28 loading zone, handicap accessible parking zone or other facilities  
29 specifically designated for handicap accessibility, street  
30 furniture, curb ramps, public art installations, JTA bus shelters,

1 pocket parks, business or residential entryways, driveways, travel  
2 lanes, bicycle lanes, parklets or within fifteen (15) feet of a  
3 fire hydrant.

4 (4) Corrals shall not be placed in a manner that in any way  
5 violates Americans with Disabilities Act (ADA) accessibility  
6 requirements.

7 (5) The Chief Executive Officer of the DIA shall coordinate  
8 with the JTA whenever possible to locate Corrals within close  
9 proximity to JTA transit stops.

10 (6) Dockless mobility units shall be parked upright in the  
11 Corrals at all times.

12 (7) Dockless mobility programs that utilize equipment capable  
13 of being locked directly to a bicycle rack within a Corral shall  
14 not rely solely on publicly-placed bicycle racks for their  
15 operation.

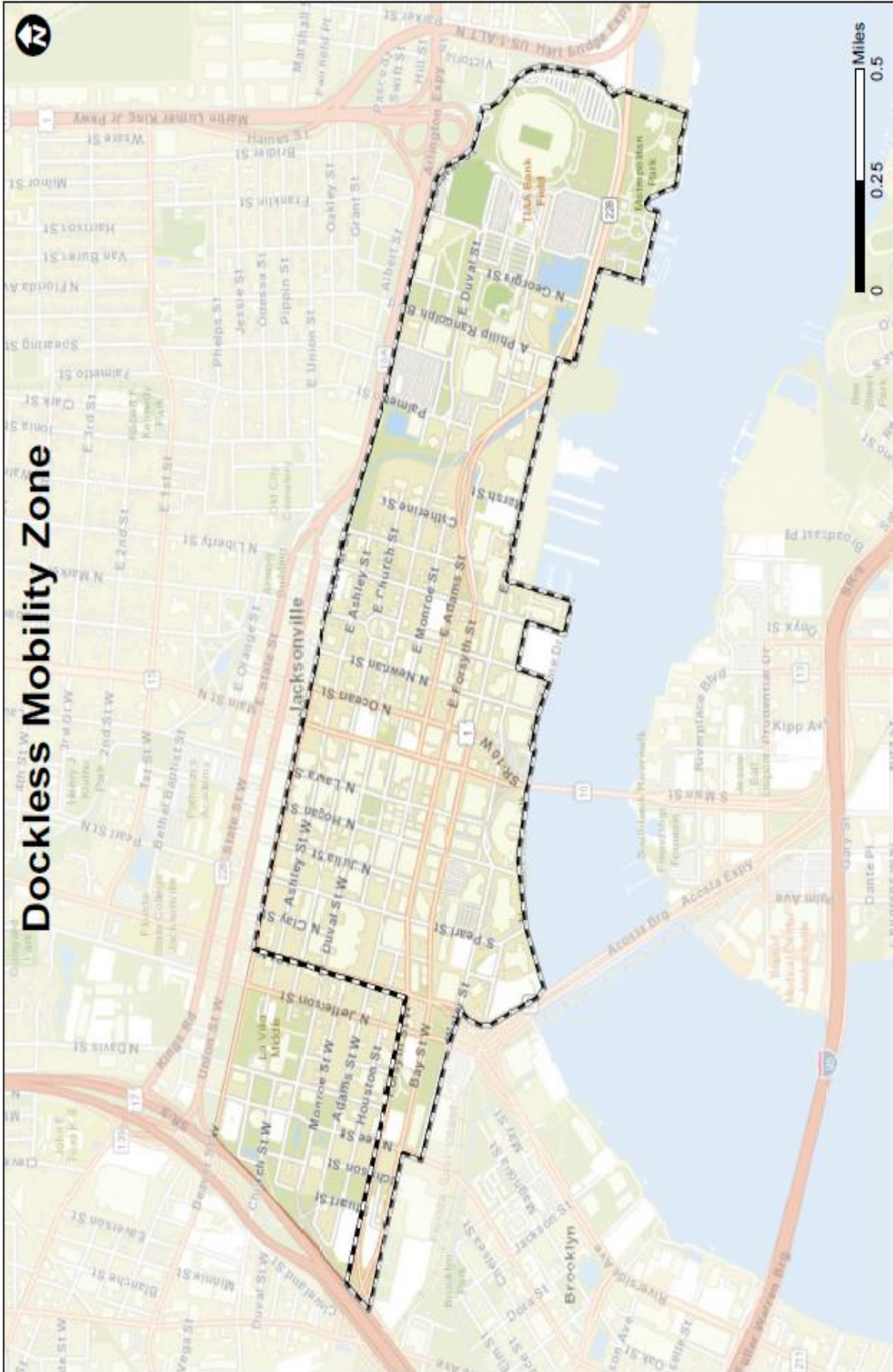
16 (8) The Corrals shall be able to contain up to 5 Units at a  
17 time. Parking Corrals shall be clearly marked in a manner approved  
18 by the City.

19 (9) Any Dockless mobility unit parked in violation of this  
20 subsection may be removed by the City, and the Operator will be  
21 assessed a fee as set forth in section 235.107.

22 (c) Geofencing.

23 (1) During this pilot program, Dockless mobility units are  
24 restricted to the Dockless Mobility Zone (DMZ), which is  
25 approximately defined as that area from I-95 east to Broad Street  
26 between Bay Street and Water Street and also bordered by Broad  
27 Street and the Acosta Bridge on the west, Beaver Street on the  
28 north, Gator Bowl Boulevard on the east and the Northbank Riverwalk  
29 on the south, but which is depicted on the following map:





1 (2) An Operator must have the technology available to limit  
2 operations to within the DMZ.

3 (3) If Dockless mobility units operate outside the DMZ, the  
4 Operator shall charge the User \$1 for every 5 minutes the Unit is  
5 outside the DMZ.

6 (d) *Maintenance, operations, and fleet size.*

7 (1) Operators shall comply with F.S., ch. 316, State Uniform  
8 Traffic Control.

9 (2) Operators must comply with F.S. §316.2065(15) which  
10 prohibits the rental of Dockless mobility units to persons under  
11 sixteen (16) years of age without also providing or requiring the  
12 use of a helmet. The Operator's mobile application must inform  
13 users of helmet laws and encourage the use of helmets.

14 (3) Operators participating in the program must Redistribute  
15 Dockless mobility units daily, in the manner described in their  
16 permit application, based on use within the DMZ.

17 (4) Dockless mobility units that are inoperable/damaged or do  
18 not comply with other subsections of this code must be removed  
19 within 2 hours upon receipt of a complaint between the hours of  
20 7:00 a.m. and 7:00 p.m., seven (7) days per week and within twelve  
21 (12) hours upon receipt of a complaint on holidays. An inoperable  
22 or damaged Dockless bicycle, Dockless electric bicycle, or Dockless  
23 scooter is one that has non-functioning features (i.e., gear  
24 selectors, pedals, bell, lights, dead battery) or is missing  
25 components (i.e., fenders, grips, chain guards) as applicable to  
26 that vehicle. An Operator whose Dockless bicycle, Dockless electric  
27 bicycle, or Dockless scooter is inoperable or damaged or that has  
28 non-functioning features and which is removed or stored by the City  
29 is subject to the storage fees set forth in section 235.107.

30 (5) The City, without notice, reserves the right to remove

1 Dockless mobility units from the right-of-way if an emergency  
2 arises. In such instances, the City will attempt to notify the  
3 Operator as soon as reasonably practicable thereafter.

4 (6) Operators must detail a plan to relocate the Dockless  
5 mobility units to a safe, indoor facility within twenty-four (24)  
6 hours in the result of a declared tropical weather event (tropical  
7 storm or hurricane watch or warning, whichever comes first). The  
8 plan must detail the amount of time it will take to remove all  
9 Dockless mobility units from circulation once a storm watch or  
10 warning has been established. The City may remove any Dockless  
11 mobility unit that is not relocated as required by this subsection,  
12 and the Operator shall be assessed a removal fee as provided in  
13 section 235.107.

14 (7) The Operator's smartphone application and website must  
15 inform users of how to safely and legally ride a Dockless mobility  
16 unit, including the rights and duties associated with riding on  
17 sidewalks or in streets.

18 (8) The Operator's phone application must clearly direct  
19 users to customer support mechanisms, including but not limited to  
20 phone numbers or websites.

21 (9) The Operator must provide a staffed, toll-free customer  
22 service line which must provide support twenty-four (24) hours per  
23 day, three hundred and sixty-five (365) days per year.

24 (10) The Operator must provide a direct customer service or  
25 operations staff contact to Department staff.

26 (11) Operator's initial fleet must be a minimum of one hundred  
27 (100) Dockless mobility units. Operator's initial fleet may not  
28 exceed more than two hundred and fifty (250) Dockless mobility  
29 units. Operators may request an increase to their initial fleet of  
30 up to two hundred and fifty (250) Dockless mobility units no sooner

1 than one hundred and twenty (120) days after initial permitting.  
2 Each request shall include a rationale and analysis to justify the  
3 additional fleet size. Authorization of additional units is at the  
4 sole discretion of the Director.

5 (e) *Equity of access.*

6 (1) Operators shall provide the pricing structure prior to  
7 start of service.

8 (2) Operators must provide details on how users can utilize  
9 the service without a smartphone.

10 (3) Operators must provide service throughout the Dockless  
11 Mobility Zone. This includes Redistributing as needed in order to  
12 maintain a reasonable level of convenience in renting a Dockless  
13 mobility unit.

14 (f) *Data sharing.*

15 (1) All permitted Operators shall provide the City with the  
16 following data on a monthly basis in PDF format:

17 i. Number and type of Dockless mobility units in  
18 circulation;

19 ii. Number of daily, weekly, and monthly riders;

20 iii. Total number of miles traveled by Users (daily,  
21 monthly, quarterly, annually) broken down by Dockless bicycle,  
22 Dockless electric bicycle, and/or Dockless scooter;

23 iv. Average time each Dockless mobility unit spends  
24 available (not in use);

25 v. Number of rides per User per day;

26 vi. Number of rides per Dockless bicycle, Dockless  
27 electric bicycle, and/or Dockless scooter per day;

28 vii. Average duration of rides per User per day as well  
29 as average duration of rides per Dockless bicycle, Dockless  
30 electric bicycle, and/or Dockless scooter per day;

viii. Average duration of ride per day of the week;

ix. Monthly summary of Dockless mobility unit distribution and GPS-based natural movement in heat map format;

x. Summary of fleet numbers lost to theft/vandalism;

xi. Summary of customer comments/complaints, resolution to, and time it took to resolve each complaint.

xii. Summary of repairs per Dockless bicycle, Dockless electric bicycle, and/or Dockless scooter per month;

(2) All permitted Operators shall provide to the Department the following data within fourteen (14) days following the end of each calendar quarter, in ESRI ArcGIS.shp format, or other format specified in the permit:

Field Name	Format	Description
Operator Name	[Operator Name]	n/a
Type of vehicle	"Standard Bicycle" or "Electric Bicycle" or "Scooter"	n/a
Trip record number	xxx0001, xxx0002, ...	3-letter Operator acronym + consecutive trip #
Trip duration	MM:SS	n/a
Trip distance	Feet	n/a
Start date	MM, DD, YYYY	n/a
Start time	HH:MM:SS (00:00:00-23:59:59)	n/a
End date	MM, DD, YYYY	n/a
End time	HH:MM:SS (00:00:00-23:59:59)	n/a

Field Name	Format	Description
Start location	lat,long	n/a
End Location	lat,long	n/a
ID number	xxxx1, xxxx2,....	Unique identifier for each bicycle, e-bike, or scooter
User Home Zip Code	33301 (example)	Home zip code of user (can be credit card-based)

1 The Department may request such other information from each  
 2 Operator as it deems necessary to evaluate the program.

3 (3) All permitted Operators shall distribute a six (6) month  
 4 and one-year customer satisfaction survey, the summary and raw  
 5 results of which shall be provided to the Department.

6 (4) All permitted Operators shall provide real-time or semi-  
 7 real-time Dockless bicycle, Dockless electric bicycle, and/or  
 8 Dockless scooter location data via a publicly accessible API in  
 9 General Bikeshare Feed Specification (GBFS) format per North  
 10 American Bikeshare Association (NABSA) guidelines. The City  
 11 reserves the right to post this information through a publicly  
 12 available portal.

13 **Sec. 235.106. - Indemnification and insurance.**

14 (a) As a condition of the permit, the Operator agrees to  
 15 indemnify, hold harmless and defend the City of Jacksonville, its  
 16 representatives, employees, and elected and appointed officials,  
 17 from and against all liability, claims, damages, suits, losses, and  
 18 expenses of any kind, including reasonable attorney's fees and  
 19 costs for appeal, associated with or arising out of, or from the  
 20 permit, the use of ROW or City-owned property for program

1 operations or arising from any negligent act, omission or error of  
2 the Operator, owner or, managing agent, its agents or employees or  
3 from the failure of the Operator, its agents or employees, to  
4 comply with each and every requirement of this Chapter or with any  
5 other federal, state, or local traffic law or any combination of  
6 same, with the exception that this condition will not apply to  
7 claims arising out of the City's own negligence or willful  
8 misconduct. This agreement shall be reviewed and approved by the  
9 City's Risk Manager and the Office of General Counsel.

10 (b) The Operator shall provide and maintain such public  
11 liability and property damage insurance to protect the City of  
12 Jacksonville and its representatives, employees, and elected and  
13 appointed officials, from all claims and damage to property or  
14 bodily injury, including death, which may arise from any aspect of  
15 the Program or its operation. Such insurance shall be provided from  
16 an insurance company with an A.M. Best rating of not less than "A"  
17 and a financial strength rating of not less than "VII," acceptable  
18 to the City's Risk Management Division, and shall provide coverage  
19 of not less than two million dollars (\$2,000,000.00) for bodily  
20 injury, and property damage respectively per occurrence. Such  
21 insurance shall be without prejudice to coverage otherwise existing  
22 and shall name the City of Jacksonville as additional insured. The  
23 policy shall further provide that coverage shall not terminate or  
24 be canceled prior to the termination of the permit and license  
25 agreement without thirty (30) days' written notice prior to the  
26 termination to the City's Risk Management Division and the Director  
27 at the address shown in the license.

28 (c) In addition to the requirements of subsection (a) and  
29 (b), the Operator shall provide additional insurance and comply  
30 with any revised indemnification provision specified in the permit.

1 (d) The Operator shall provide proof of all required  
2 insurance prior to receiving a permit and upon each renewal  
3 thereafter.

4 **Sec. 235.107. - Fees and penalties.**

5 (a) The following fees shall apply to Operators:

(i) Initial Permit Filing Fee	\$150
(ii) Annual Permit Renewal Fee	\$100
(iii) Annual Fee	\$10 per Unit
(iv) Performance bond	\$80 per Unit/\$10,000 maximum
(v) Unit Removal Fee	\$75 per Unit
(vi) Unit Storage Fee	\$25 per Unit, per 24-hour period, or part thereof

6 (b) An Operator is subject, at the discretion of the  
7 Director, to a fleet size reduction or total permit revocation  
8 should the following occur:

9 (i) If violations of the regulations set forth in this  
10 Chapter are not addressed in a timely manner or;

11 (ii) Fifteen (15) unaddressed violations of the  
12 regulations set forth by this Chapter within a 30-day period or;

13 (iii) Submission of inaccurate or incomplete data.

14 (c) In the event of a permit revocation, the Director shall  
15 provide written notice of the revocation via certified mail,  
16 informing the Operator of the permit revocation.

17 **Sec. 235.108. - Appeal from revocation.**

18 (a) Operators who have been subject to a permit revocation  
19 may appeal the revocation of such permit to the City's Special  
20 Magistrate established in Chapter 91. Should an Operator seek an  
21 appeal from the revocation, the Operator shall furnish notice of



1 such request for appeal to the Director no later than ten (10)  
2 business days, after the date of mailing of the certified letter  
3 informing the Operator of the revocation.

4 (b) Upon receipt of a request for appeal, the clerk to the  
5 Special Magistrate shall fix the date and time at which the Special  
6 Magistrate shall hear the appeal, such hearing to be held no more  
7 than sixty (60) days subsequent to the date upon which such request  
8 for appeal was filed with the Director. Upon setting the matter for  
9 hearing, the clerk to the Special Magistrate shall notify the  
10 Operator of the date and time of such hearing. At the conclusion of  
11 the hearing, the Special Magistrate shall either sustain the  
12 decision of the Director or direct the Director to reinstate the  
13 permit.

14 **Section 2. Directive to Legislative Services Division.**

15 The Chief of Legislative Services is hereby directed to forward a  
16 copy of the enacted legislation to the City webmaster at  
17 webmaster@coj.net for immediate fee updates to  
18 <http://www.coj.net/fees>.

19 **Section 3. Effective Date.** This ordinance shall become

20 effective upon signature by the Mayor or upon becoming effective  
21 without the Mayor's signature.

22  
23 Form Approved:

24  
25 /s/ Shannon K. Eller

26 Office of General Counsel

27 Legislation Prepared By: Jason R. Teal

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