

1 Introduced by Council Member Cumber and Co-Sponsored by Council
2 Members White, Carlucci, Diamond, R. Gaffney, Priestly Jackson,
3 Morgan, Bowman, Hazouri, Pittman, DeFoor, Freeman, Salem and Newby:

4
5 **ORDINANCE 2020-26**

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

18
19 **BE IT ORDAINED** by the Council of the City of Jacksonville:

20 **Section 1. Creating a new Chapter 235 (Dockless Mobility**
21 **Programs), *Ordinance Code*.** Chapter 235 (Dockless Mobility Pilot
22 Program), *Ordinance Code*, is hereby created to read as follows:

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

24 **Sec. 235.101. - Purpose.**

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

28 **Sec. 235.102. - Applicability.**

29 The provisions of this Chapter shall apply to Dockless
30 mobility programs. For the purpose of this Chapter, the applicant,
31 managing agent or operator, and owner shall be jointly and

1 severally liable for complying with the provisions of this Chapter,
2 the permit, and the permit and license agreement.

3 **Sec. 235.103. - Definitions.**

4 For the purpose of this Chapter, the following words shall
5 have the meanings indicated:

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

8 *Corral* means Dockless Mobility Unit parking facilities that
9 can accommodate a group of Dockless Mobility Units typically
10 installed in the right-of-way and may include the space occupied by
11 a single vehicle parking space.

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

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

22 *Department* means the Planning and Development Department.

23 *Director* means the Department Director.

24 *Dockless bicycle program* means a program authorized by this
25 Chapter that provides bicycles or electric bicycles for short-term
26 rentals for point to point trips where, by design of the Operator,
27 the bicycles and electric bicycles are intended to remain in the
28 designated areas during use by a Customer.

29 *Dockless mobility program* means a Dockless bicycle program,
30 Dockless scooter program or Dockless electric bicycle program.

31 *Dockless scooter program* means a program authorized by this

1 Chapter that provides electric scooters for short-term rentals for
2 point to point trips where, by design of the Operator, the electric
3 scooters are intended to remain in the designated areas during use
4 by a Customer.

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

8 *Dockless mobility unit* or *Unit* means any and all of the
9 following: Dockless electric bicycles, Dockless bicycles, and
10 Dockless scooters.

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

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

18 *Operator* means any entity that owns, operates, redistributes,
19 or rebalances Dockless mobility units, and services a Dockless
20 mobility program.

21 *Permit application* means the application required by the
22 Department in order to participate in the Dockless mobility unit
23 program.

24 *Redistribution or Redistributing* means the process by which
25 Dockless mobility units are redistributed to ensure bicycle, E-bike
26 or scooter availability throughout a service area and to prevent
27 excessive buildup of Dockless mobility units at locations
28 throughout the Service area.

29 *Right-of-way* or *ROW* means the surface and space above and
30 below an improved or unimproved public roadway, highway, boulevard,
31 road, freeway, bridge, alley, court, street, bicycle lane, public

1 sidewalk and terrace in which the City or other public entity has
2 an interest in law or equity whether held in fee, easement,
3 dedication, plat or other estate or interest including any other
4 dedicated right-of-way for travel purposes.

5 *Service area* means the geographical area within the City of
6 Jacksonville where the Dockless mobility program is intended to
7 offer service for its users/customers as defined by the permit
8 application.

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

10 **Sec. 235.104. - Dockless mobility unit pilot program**
11 **permitting.**

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

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

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

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

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

25 (f) The issuance of permits will be prioritized based upon
26 the submission date of a complete permit application.

27 (g) Permits will be effective during the one-year pilot
28 program period. The Council may make the program permanent after
29 the one-year pilot program if it is determined to be in the best
30 interests of the City. If the program is made permanent, Operators
31 under the pilot program shall be required to re-apply for a permit

1 upon the conclusion of each one-year period. The Council may also
2 reexamine the program's geographic limitations to determine whether
3 the program shall be applicable in other locations.

4 (h) Operators must comply with the requirements of this
5 Chapter.

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

7 (a) *General regulations pertaining to Dockless mobility*
8 *units:*

9 (1) All Dockless bicycles utilized in a Dockless mobility
10 program shall conform to the standards set forth in Title 16, Code
11 of Federal Regulations, Chapter II, Subchapter C, Part 1512 -
12 Requirements for Bicycles, the safety standards outlined in ISO
13 43.150 - Cycles, subsection 4210, and F.S. §316.2065, as may be
14 amended or revised.

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

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

25 (4) Dockless electric bicycles (E-bikes) utilized under this
26 program shall meet the National Highway Traffic Safety
27 Administrations (NHTSA) definition of low-speed electric bicycles;
28 and shall be subject to the same requirements as ordinary bicycles
29 and with the requirements of F.S. ch. 316.003, which defines
30 bicycles. This means, among other requirements, that electric
31 bicycles shall have fully operable pedals, an electric motor of

1 less than seven hundred and fifty (750) watts, and a top motor-
2 powered speed of less than fifteen (15) miles per hour when
3 operated by a rider weighing one hundred and seventy (170) pounds.

4 (5) Dockless scooters and E-bikes must have a top overall
5 motor-powered speed of less than fifteen (15) miles per hour and
6 less than ten (10) miles per hour when operating on a sidewalk; and
7 top motor-powered speed of less than 15 miles per hour when
8 operating in the ROW.

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

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

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

25 (9) All Dockless mobility units utilized must include a
26 kickstand capable of keeping the Dockless mobility units upright
27 when not in use.

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

29 (1) Dockless mobility units shall only be parked in
30 designated Corrals. The Chief Executive Officer of the DIA shall
31 create designated Corrals in certain areas where Dockless mobility

1 units shall be parked or stored when not in use. In designating the
2 locations of Corrals, the Chief Executive Officer of the DIA shall
3 consider the following: if use of public sidewalks for parking
4 Dockless mobility units is considered, locate the Corrals in areas
5 for which sidewalks are eight feet in width or greater and which do
6 not:

7 i. Adversely affect the streets or sidewalks by creating a
8 nuisance;

9 ii. Inhibit pedestrian movement;

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

12 iv. Create conditions which are a threat to public safety and
13 security;

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

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

17 (3) Corrals shall not be placed within the following areas:
18 loading zone, handicap accessible parking zone or other facilities
19 specifically designated for handicap accessibility, on-street
20 parking spots, street furniture, curb ramps, public art
21 installations, JTA bus shelters, pocket parks, business or
22 residential entryways, driveways, travel lanes, bicycle lanes,
23 parklets or within fifteen (15) feet of a fire hydrant.

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

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

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

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

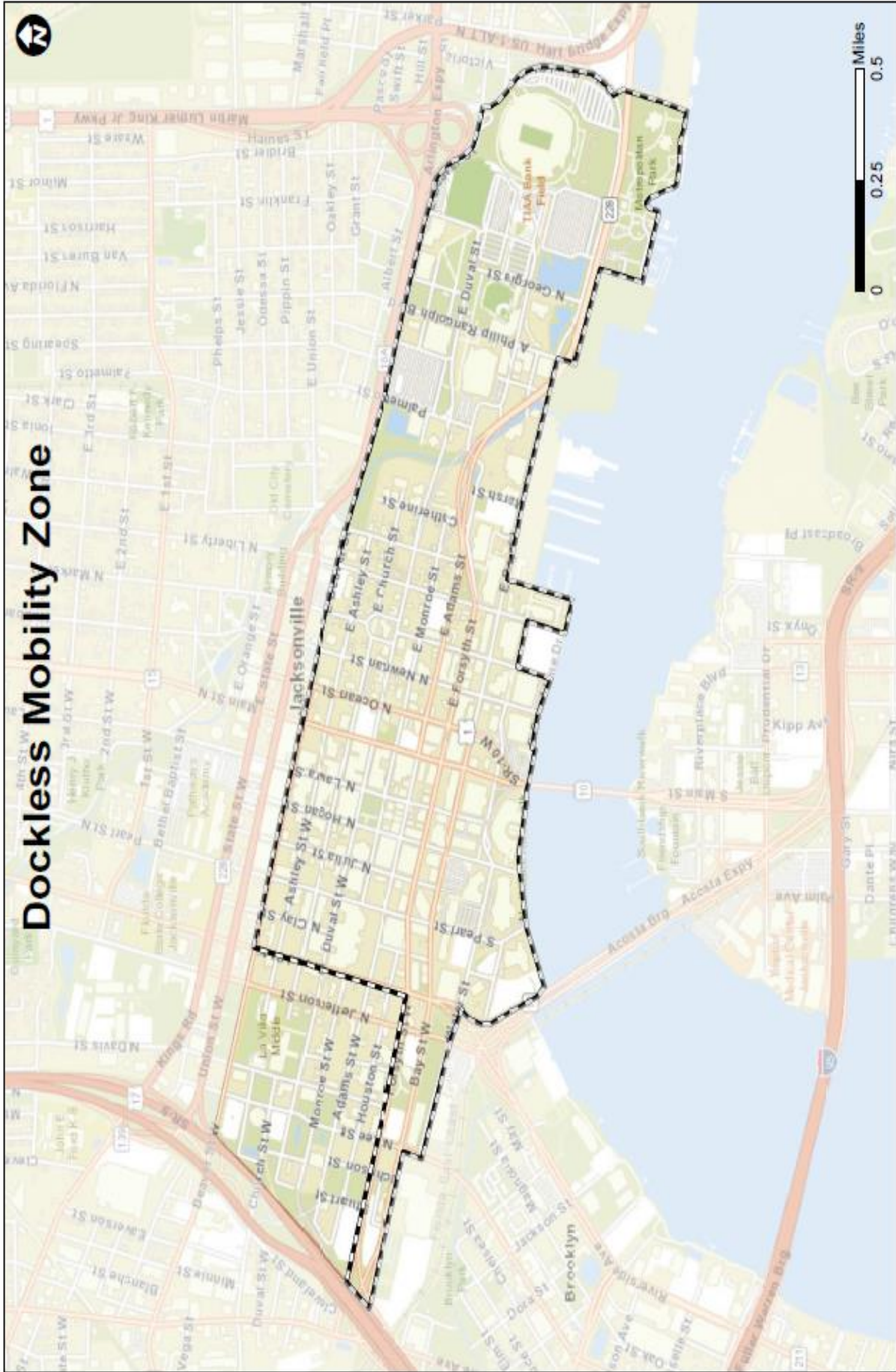
5 (8) The Corrals shall be able to contain up to 5 Units at a
6 time. Parking Corrals shall be clearly marked in a manner approved
7 by the City.

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

11 (c) Geofencing.

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

Dockless Mobility Zone



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
31 Dockless mobility units from the right-of-way if an emergency

1 arises. In such instances, the City will attempt to notify the
2 Operator as soon as reasonably practicable thereafter.

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

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

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

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

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

25 (11) Operator's initial fleet must be a minimum of one hundred
26 (100) Dockless mobility units. Operator's initial fleet may not
27 exceed more than two hundred and fifty (250) Dockless mobility
28 units. Operators may request an increase to their initial fleet of
29 up to two hundred and fifty (250) Dockless mobility units no sooner
30 than one hundred and twenty (120) days after initial permitting.
31 Each request shall include a rationale and analysis to justify the

1 additional fleet size. Authorization of additional units is at the
2 sole discretion of the Director.

3 (e) *Equity of access.*

4 (1) Operators shall provide the pricing structure prior to
5 start of service. Any changes in pricing structure shall be
6 provided to the Director in writing at least two (2) weeks before
7 the changes go into effect. Operators must receive approval in
8 writing by the Director before enforcing modified pricing
9 structures.

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

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

16 (f) *Data sharing.*

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

19 i. Number and type of Dockless mobility units in
20 circulation;

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

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

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

27 v. Number of rides per User per day;

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

30 vii. Average duration of rides per User per day as well
31 as average duration of rides per Dockless bicycle, Dockless

1 electric bicycle, and/or Dockless scooter per day;

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

3 ix. Monthly summary of Dockless mobility unit

4 distribution and GPS-based natural movement in heat map format;

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

6 xi. Summary of customer comments/complaints, resolution

7 to, and time it took to resolve each complaint.

8 xii. Summary of repairs per Dockless bicycle, Dockless

9 electric bicycle, and/or Dockless scooter per month;

10 (2) All permitted Operators shall provide to the Department

11 the following data within fourteen (14) days following the end of

12 each calendar quarter, in ESRI ArcGIS.shp format, or other format

13 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. This agreement shall be reviewed and approved by the City's
7 Risk Manager and the Office of General Counsel.

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

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

29 (d) The Operator shall provide proof of all required
30 insurance prior to receiving a permit and upon each renewal
31 thereafter.

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

2 (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

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

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

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

10 (iii) Submission of inaccurate or incomplete data.

11 (c) In the event of a permit revocation, the Director shall
12 provide written notice of the revocation via certified mail,
13 informing the Operator of the permit revocation.

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

15 (a) Operators who have been subject to a permit revocation
16 may appeal the revocation of such permit to the City's Special
17 Magistrate established in Chapter 91. Should an Operator seek an
18 appeal from the revocation, the Operator shall furnish notice of
19 such request for appeal to the Director no later than ten (10)
20 business days, after the date of mailing of the certified letter
21 informing the Operator of the revocation.

22 (b) Upon receipt of a request for appeal, the clerk to the

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

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

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

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

16 effective upon signature by the Mayor or upon becoming effective
17 without the Mayor's signature.

18
19
20 Form Approved:

21
22 /s/ Jason R. Teal

23 Office of General Counsel

24 Legislation Prepared By: Jason R. Teal

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