

Today's Date: 08/29/18

CITY OF GAINESVILLE TRANSMITTAL FORM

Dept Tracking # MOR-165

Note: Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

Type of Action Requested (check one) [X] New [] Extension [] Amendment [] Change Order

Project Amount: \$None Anticipated Start Date: Unknown

Department Name: Mobility

Project Manager: Debbe Leistner Phone Number: x8412

Account No.: n/a Funding Source: [] City Funds [] Other

Subcontractor Opportunities: [] Yes [] No Provide Other source:

Contractor/Vendor: To be determined at a later date if ordinance is passed by city commission

Project Description: This is only an MOU with UF. An official "agreement" between the city and UF is being addressed by the attorneys currently. If/when details are decided, the city commission must hear and approve an ordinance before more action is taken.

Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

PROJECT APPROVED FOR PROCESSING

As Project Manager, the City's liaison, you are responsible for monitoring the project. Including, visibly verifying progress and completion is in accordance with the project specifications.

[Signature] / 8/29/19
Project Manager Date

[Signature] / 29 AUG 19
Department Head Date

Leadership Team, Executive Team or Charter Officer / Date

SIMULTANEOUS PROJECT REVIEW

The requested reviewers are noted by an "X" below. Each should complete his/her review and return the project comments directly to the Department. Note: Review and subsequent approval is required of the City Attorney and Risk Manager for all projects. Allow a minimum of three days for Department review.

REVIEWER COMMENTS

The attached project has been reviewed by me and approved As Drafted OR Subject To modifications as noted.

Table with 5 columns: Reviewing Office, As Drafted, Subject To, Signature, Date. Rows include City Attorney, Risk Manager, Grants, Fleet, Facilities Mgmt, IT.

[] Notification of project (i.e. bid being processed by Department) to Small Business Procurement Program Coordinator (excludes contracts)

Department shall determine that all items marked "subject to" are cleared before final submission of the project below.

To Contractor for Signature Date: Received From Contractor Date:
To City Attorney Date: From City Attorney Date:
To City Manager Date: From City Manager Date:

City Commission Approval: (\$50,000 and above) [] Yes [] No Date Approved:
City Commission approval is not required(5)
Provide Purchasing Policy exception section (i.e. Sec 7.1(c))

Purchasing Policy 7.1: Every purchase of an item of supplies, materials, equipment, contractual services, or extension(s) to existing contracts costing in excess of \$50,000 shall require the approval of the City Commission, except... (see Purchasing Policy for exceptions).

PROJECT APPROVED FOR EXECUTION: Note: Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

David C. Schwartz / Nov 12, 2019 City Attorney Date
Dan Hoffman / Nov 12, 2019 City Manager or Designee Date

Murray, Heather D

From: Varvel, Steven C.
Sent: Friday, August 30, 2019 7:43 AM
To: Murray, Heather D; Schwartz, David C; Jarvis, J. David
Cc: Scalese, Rebecca L; Goodloe, Scotty S
Subject: RE: Please Review: UF Dockless Mobility

Heather,
The pages I need to see are included, approved as drafted.
Steve Varvel

From: Murray, Heather D
Sent: Thursday, August 29, 2019 4:17 PM
To: Schwartz, David C. <SchwartzDC@cityofgainesville.org>; Varvel, Steven C. <varvelsc@cityofgainesville.org>; Jarvis, J. David <jarvisjd@cityofgainesville.org>
Cc: Scalese, Rebecca L. <scaleser@cityofgainesville.org>; Goodloe, Scotty S <GoodloeSS@cityofgainesville.org>
Subject: Please Review: UF Dockless Mobility

For: Department of Mobility.
The MOU states there are 14 pages. I have requested the missing pages and will attach them to this thread once received.
If you need anything further, please let me know.
Thanks,

Heather Murray, CPCM
Contracts Coordinator
City of Gainesville – Budget & Finance Department
PO Box 490, Station 8
Gainesville, FL 32627

MurrayHD@cityofgainesville.org

(P) 352-393-8771
(F) 352-334-2241

Murray, Heather D

From: Schwartz, David C.
Sent: Wednesday, September 04, 2019 2:26 PM
To: McCreedy, Malisa A; Murray, Heather D; Leistner, Deborah L.
Cc: Scales, Rebecca L; Goodloe, Scotty S; Mockler, Katherine L
Subject: UF Dockless Mobility MOU

Malisa and Heather, route the original MOU signed by UF via a transmittal packet. The MOU contemplates that the final ordinance may change. Thanks.

From: McCreedy, Malisa A
Sent: Wednesday, September 04, 2019 2:22 PM
To: Schwartz, David C. <SchwartzDC@cityofgainesville.org>; Murray, Heather D <MurrayHD@cityofgainesville.org>; Leistner, Deborah L. <leistnerdl@cityofgainesville.org>
Cc: Scales, Rebecca L. <scaleser@cityofgainesville.org>; Goodloe, Scotty S <GoodloeSS@cityofgainesville.org>; Mockler, Katherine L <MocklerKL@cityofgainesville.org>
Subject: RE: UF Dockless Mobility MOU

Hi David

I do not believe the revisions to the ordinance will be substantive enough to delay the MOU. The ordinance revisions focus on aligning with newly adopted State Statute, permit process, and document flow. I have kept UF updated on where we are with revision review and they are comfortable with the proposed revisions to date.

Might we execute the document and we can then attach the final draft for UF review prior to taking to CC?

Thank you

Malisa

From: Schwartz, David C.
Sent: Wednesday, September 4, 2019 2:17 PM
To: Murray, Heather D <MurrayHD@cityofgainesville.org>; Leistner, Deborah L. <leistnerdl@cityofgainesville.org>; McCreedy, Malisa A <mccreedyma@cityofgainesville.org>
Cc: Scales, Rebecca L. <scaleser@cityofgainesville.org>; Goodloe, Scotty S <GoodloeSS@cityofgainesville.org>; Mockler, Katherine L <MocklerKL@cityofgainesville.org>
Subject: UF Dockless Mobility MOU

Heather and All, the MOU text looks fine to me, and is what was previously approved via email. The only concern I have is that the exhibit, the draft ordinance, is being reworked. Should the MOU be postponed until the ordinance is finalized. Or should the MOU be executed, and amended later if necessary, depending on the extent of revisions to the draft ordinance?

From: Murray, Heather D
Sent: Thursday, August 29, 2019 4:17 PM
To: Schwartz, David C. <SchwartzDC@cityofgainesville.org>; Varvel, Steven C. <varvelsc@cityofgainesville.org>; Jarvis, J. David <jarvisjd@cityofgainesville.org>
Cc: Scales, Rebecca L. <scaleser@cityofgainesville.org>; Goodloe, Scotty S <GoodloeSS@cityofgainesville.org>
Subject: Please Review: UF Dockless Mobility

For: Department of Mobility.

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If you need anything further, please let me know.

Thanks,

Heather Murray, CPCM

Contracts Coordinator

City of Gainesville – Budget & Finance Department

P O Box 490, Station 8

Gainesville, FL 32627

MurrayHD@cityofgainesville.org

(P) 352-393-8771

(F) 352-334-2241

**MEMORANDUM OF UNDERSTANDING
BETWEEN UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
AND CITY OF GAINESVILLE FOR DOCKLESS MOBILITY**

THIS Memorandum of Understanding ("MOU") is made by and between the University of Florida Board of Trustees, a corporate body public of the state of Florida, (hereafter referred to as "UF"), whose address is 223 Tigert Hall, Gainesville, FL 32611-5500 and City of Gainesville (hereafter referred to as "City"), whose address is 34 SE 13th Rd, Gainesville, FL 32601, each one a "Party" and collectively "Parties."

WHEREAS, the City and UF wish to collaborate with each other on allowing and regulating dockless mobility transportation devices and businesses offering such devices for rent to customers ("Dockless Mobility"), including dockless electric bicycles and scooters, both within the City and within the UF campus (the "Collaboration"), upon the terms and conditions hereinafter set forth; and

WHEREAS, the City has the authority to regulate and permit business activities within the City's limits and desires to implement a process to permit Dockless Mobility businesses to operate within the City's limits; and

WHEREAS, UF maintains separate authority over business activities on its campus as well as authority over the roads and rights-of-way within its campus boundaries; and

WHEREAS, the City will seek to establish an ordinance regulating the operation of Dockless Mobility business in the City and such ordinance shall require such businesses to obtain an operating permit prior to conducting such business within the City's limits; and

WHEREAS, UF will participate in the Collaboration by entering into written agreements directly with permitted Dockless Mobility businesses to allow and regulate their operation on the UF campus; and

WHEREAS, initially, UF contemplates allowing Dockless Mobility activities on the UF campus for a pilot period not to extend beyond April 30, 2020 ("UF Pilot Period"), but will cooperate in good faith with the City to evaluate extending such activities beyond the initial UF Pilot Period;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and UF agree as follows:

- 1. Collaboration Terms:** The Parties agree to work together, using good faith, reasonable efforts to accomplish the goals of this Collaboration, which entails UF implementing its own process to contractually engage with permitted Dockless Mobility business and allow for their operation on campus and enforcing rules for the operation of Dockless Mobility devices by users on the UF campus, and likewise, the City implementing and enforcing its own such requirements within the remainder of its municipal boundaries. The City's proposed ordinance and program are specifically outlined in "Exhibit A Dockless Mobility Program," which is attached to this MOU and incorporated herein.

- 2. Period of Performance:** The period for performance for this Agreement will begin on the date the Agreement is signed by both Parties, and will remain in effect until terminated in accordance with paragraph 4, below. UF contemplates allowing Dockless Mobility activities on the UF campus for the duration UF Pilot Period. At the conclusion, of the UF Pilot Period, UF will

evaluate of the impact of Dockless Mobility activities on its campus and will consider in good faith, but in its sole discretion, extending on a year-to-year basis.

3. **Independent Contractor:** UF and CITY shall each be deemed to be and shall be an independent contractor and, as such, neither shall be entitled to any benefits applicable to employees of the other Party. Neither Party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.
4. **Termination:** This MOU may be terminated at any time by UF or CITY by giving written notification to the appropriate Administrative Contact of the other Party.
5. **Liability and Insurance:** In the performance of this MOU:
 - a) Each Party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that Party and the officers, employees, and agents thereof to the extent permitted by Section 768.28, Florida Statutes. To the extent expressly limited by the sovereign immunity afforded to each party under 768.28, each Party agrees to indemnify the other against all claims, damages and liabilities arising from personal injury and property damage to third parties attributable to the negligent acts or omissions of that Party and the officers, employees, and agents thereof. Nothing in this MOU shall be interpreted as a waiver of either party's sovereign immunity as granted under Section 768.28, Florida Statutes.
 - b) Each Party shall obtain and maintain insurance or self-insurance, sufficient to cover their respective responsibilities under this MOU. If requested, each Party agrees to provide evidence of such insurance to the other Party via Certificate of Insurance or other form.
6. **Notices:** The following are designated as contacts for the purposes of receiving notices under this MOU.

ForUF:

Scott Fox
Senior Director, Transportation and Parking Services
University of Florida
1273 Gale Lemerand Drive
PO BOX 112325
Gainesville, FL 32611-2325
sefox@ufl.edu
(352)392-8048

For the City:

Debbie Leistner, Mobility Planning Manager
Department of Mobility
City of Gainesville RTS Bldg
34 SE 13th Road
P.O. Box 490 Station 5
Gainesville, FL 32627

leistnerdl@cityofgainesville.org
(352)393-8412

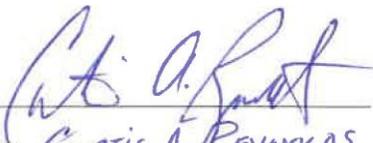
- 1 . **Miscellaneous:** This MOU (a) may not be assigned or transferred by either Party without the other Party's prior written consent, and (b) constitutes the entire understanding of the Parties with respect to the subject matter hereof.
- 2 **Agreement Modification:** The Parties may only modify this MOU by a written instrument signed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives.

City of Gainesville

University of Florida Board of Trustees

By: 
Malisa McCreedy, AICP (Nov 14, 2019)
Name: Malisa McCreedy, AICP
Title: Director of Mobility
Date: Nov 14, 2019

By: 
Name: CURTIS A. REYNOLDS
Title: VP FOR BUSINESS AFFAIRS
Date: 07/12/2019

Approved as to form and legality:

David C. Schwartz
David C. Schwartz (Nov 12, 2019)
City Attorney's Office

Nov 12, 2019
Date

ORDINANCE NO. 180115

An ordinance of the City of Gainesville, Florida, amending Chapter 26 of the City Code of Ordinances to create Article VII Micromobility Services, to regulate micromobility services within the City of Gainesville, Florida; establishing permit requirements; establishing operational requirements; establishing revocation and appeals processes; establishing fees; providing directions to the codifier; providing a severability clause; providing a repealing clause; and providing an effective date.

WHEREAS, micromobility devices are emerging transportation options that provide city residents and visitors with alternative shared transportation options;

WHEREAS, the measures set forth in this ordinance are intended to regulate micromobility services throughout the city;

WHEREAS, it is in the best interest of the city to regulate micromobility services in order to promote the safety of residents, to promote traffic safety, to ensure the public right-of-way is being used in safe manner and to prevent obstruction of the right-of-way;

WHEREAS, at least 10 days' notice has been given once by publication in a newspaper of general circulation notifying the public of this proposed ordinance and of public hearings to be held in the City Commission Auditorium, City Hall, City of Gainesville; and

WHEREAS, the public hearings were held pursuant to the published notice described at which hearings the parties in interest and all others had an opportunity to be and were, in fact heard.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GAINESVILLE, FLORIDA:

Section 1. The Code of Ordinances of Gainesville, Florida is hereby amended by adding a new Article VII to Chapter 26, which article reads as follows:

1 **Chapter 26 – TRAFFIC AND MOTOR VEHICLES**

2 **ARTICLE VII. –MICROMOBILITY SERVICES**

3 **Sec. 26-190. Definitions.**

4 As used in this article, the following terms shall have the following meanings:

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

7 *City* means the City of Gainesville.

8 *City manager* means the city manager of the city, or designee.

9 *Corral* means the designated parking zones for a group of micromobility devices
10 typically installed within the right-of-way.

11 *Department* means the city department of mobility, or such other department or division
12 of the city which is assigned responsibilities for mobility planning and operations.

13 *Director* means the city’s mobility director, or designee, or such other officer the city has
14 assigned responsibilities for mobility planning and operations.

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

18 *Micromobility device* means any motorized transportation device made available for
19 private use by reservation through an online application, website, or software for point-
20 to-point trips and which is not capable of traveling at a speed greater than 20 miles per
21 hour on level ground. This term includes motorized scooters and motorized bicycles, as
22 defined in the Florida Statutes.

1 Micromobility service means a publicly offered transportation service that enables a
2 person to obtain short-term access to a micromobility device on an as-needed basis.

3 Rebalancing means the process by which micromobility devices are redistributed to
4 ensure availability throughout a service area and to prevent excessive buildup of devices
5 at locations throughout the city.

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

11 Service area means the geographical area within which a micromobility service is
12 allowed to operate as defined in the permit issued by the city.

13 University means the University of Florida.

14 User means the individual who uses a micromobility device provided by a
15 micromobility service.

16 **Sec. 26-191. Micromobility Service Permit.**

17 (a) It is unlawful for a micromobility service to operate within the city without first
18 having obtained a permit issued by the city under this article.

19 (b) No more than three micromobility services will be permitted to operate within the
20 city at any time.

21 (c) Upon issuance of a permit, the micromobility service is granted the privilege of
22 operating within the service area. Each permit will be valid for one year. Permits
23 are not transferable or assignable. Preference will be given to renewal of current

1 permit holders who have had no violations under their permit; however, the city is
2 not required to renew a permit of a current permit holder.

3 (d) The micromobility service must obtain separate approval from the university in
4 order to operate its micromobility service on the university campus.

5 (e) A micromobility service is not eligible to apply for a permit if it currently has a
6 suspended permit, the city has revoked its permit within two years of the date of
7 application, and or it has any outstanding and unsatisfied civil penalties imposed for
8 violations of this article.

9 **Sec. 26-192. Enforcement of Permit Requirement.**

10 It is unlawful to operate a micromobility service without a permit. Operating
11 without a permit shall be punishable as provided in Chapter 1, Section 1-9.

12 **Sec. 26-193. Permit Application Requirements.**

13 The micromobility service must apply for a permit by submitting an application to
14 the department on the form required by the department. A complete application consists
15 of the following:

16 (a) The number of micromobility devices the applicant will deploy. The initial fleet
17 must be a minimum of one hundred and no more than two hundred micromobility
18 devices.

19 (b) An affirmation that the applicant will deploy a minimum of 75% of its authorized
20 fleet within thirty days of obtaining a permit.

21 (c) Proof that the applicant has operated in three municipalities that are comparable in
22 size or larger than the city wherein the applicant operated under regulations

1 promulgated by the municipalities, permits issued by the municipalities, or by
2 agreement with the municipalities.

3 (d) Proof that each micromobility device in the applicant’s fleet has customer service
4 information displayed on the device, unique identifiers, the ability to be tracked
5 remotely, and a kickstand capable of keeping the micromobility device upright
6 when not in use.

7 (e) Proof of the education plan provided to users, including user safety, instructions for
8 operation of the micromobility device, parking rules, and Florida law.

9 (f) An affirmation that the micromobility service will ensure equitable deployment of
10 micromobility units in accordance with sec. 26-198.

11 (g) Proof of how users can utilize the micromobility devices without a smartphone and
12 proof of the payment/access options for unbanked users.

13 (h) An affirmation that the applicant will provide data reports and real-time location of
14 the micromobility devices to the city in the type and form required by the city.

15 (i) A plan to relocate the micromobility devices to a safe, indoor facility within twenty-
16 four hours after notification by the municipality in the event of an emergency or
17 severe weather event. The plan must detail the amount of time it will take to
18 remove all micromobility devices from circulation when a storm watch or warning
19 has been established. If the micromobility service fails to timely remove the
20 micromobility devices, the city may remove and store the micromobility devices.

21 (j) Proof of the insurance and bond required by this article.

1 (k) An affirmation that the micromobility service shall charge a per ride regulatory fee
2 as set forth in Appendix A (in addition to the micromobility service’s ordinary
3 rental rates), which the micromobility service shall pay to the city monthly.

4 (l) Proof that a legal entity applicant is registered and active under the laws of Florida to
5 do business under the name for which it has applied for a permit.

6 (m) The name, mailing, physical and email addresses, and telephone number of the
7 natural person located within the State of Florida that the applicant has authorized to
8 be its agent for purposes of this article.

9 (n) An affirmation that no fraud or willful or knowing misrepresentation or false
10 statement or information is provided in the application.

11 (o) An affirmation that the applicant will comply with this article and with applicable
12 federal and state law.

13 **Sec. 26-194. Procedures for Grant or Denial of Permit.**

14 (a) Applicants must submit an application for a permit to the department. When the
15 applicant submits a hard copy application, the department must write or stamp the
16 date and time it receives the application. If an application is submitted
17 electronically, the date and time of the submittal shall be recorded as the date and
18 time the department electronically receives the application.

19 (b) Within ten business days from the date of receipt, the director shall review complete
20 applications in the order of receipt. The city shall conditionally grant a permit if the
21 applicant has submitted a complete application and satisfactorily complied with
22 each of the criteria in the application form. Upon the conditional grant of three
23 permits, the remainder of complete applications will be placed on hold. The

1 director shall notify applicants whose applications have been placed on hold in
2 writing that the director will not review the applications until the three conditionally
3 granted permits have been processed by the university and the city.

4 (c) The conditional grant of a permit by the city is subject to the university's approval
5 of the applicant. The conditionally approved applicant must submit an application
6 to the university to operate its micromobility service on campus.

7 (d) If the university approves the application, the city shall issue the city permit upon
8 the applicant's payment of required fees and proof of insurance and bonds. If the
9 university disapproves the application, the city shall deny the permit.

10 (e) If city denies the permit application, the reason for such denial shall be provided in
11 writing and shall advise that the applicant may correct deficiencies in the
12 application within seven calendar days of the notice of denial without incurring an
13 additional application fee.

14 (f) If a permit is finally denied, the director will proceed to review the next on hold
15 application in the order received.

16 **Sec. 26-195. Indemnification and Insurance.**

17 (a) As a condition of the permit, the micromobility service shall indemnify, hold
18 harmless and defend the city, its representatives, employees, and elected and
19 appointed officials, from and against all liability, claims, damages, suits, losses,
20 and expenses of any kind, including reasonable attorney's fees and costs for
21 appeal, associated with or arising out of the permit, the use of right-of-way or city
22 owned property for operations, or arising from any negligent act, omission or error
23 of the micromobility service, owner, managing agent, its agents or employees, or

1 from the failure of the micromobility service, its agents or employees, to comply
2 with the requirements of this article or with any other federal or state traffic law.

3 (b) The micromobility service shall provide and maintain public liability and property
4 damage insurance to protect the city, its representatives, employees, and elected
5 and appointed officials, from all claims and damage to property or bodily injury,
6 including death, which may arise from its operation. Such insurance must be
7 provided from an insurance company that is an admitted carrier in the state of
8 Florida with an A.M. Best rating of not less than "A" and a financial strength rating
9 of not less than "VII," acceptable to the city's risk management division, and must
10 provide coverage of not less than two million dollars (\$2,000,000.00) for bodily
11 injury, and property damage respectively per occurrence. Such insurance must
12 name as additional insured the city, its officers and employees, and shall further
13 provide that the policy must not terminate or be canceled prior to the expiration of
14 the permit without thirty days' written notice prior to the termination to the
15 department at the address shown in the permit.

16 (c) The micromobility service shall provide and maintain a performance bond in the
17 amount of \$80.00 per micromobility device and \$10,000.00 for the fleet. After
18 notification to the micromobility service, the city may call the bond in order to
19 cover the city's losses, which consist of employee labor and actual costs, associated
20 with the city's need to remove, store, and/or dispose of the micromobility devices as
21 a result of the micromobility service's failure to comply with this article or in the
22 event the micromobility service abandons the micromobility devices.

23 **Sec. 26-196. Operation.**

- 1 (a) The micromobility service shall comply with federal and florida law regarding
2 placement and rental of micromobility devices, including the Americans with
3 Disabilities Act.
- 4 (b) The micromobility service may request an increase to its initial fleet in increments
5 of up to fifty micromobility devices upon demonstration of use of at least three
6 rides per device in the fleet over a consecutive sixty day period. Each request must
7 include a rationale and analysis to justify the additional fleet size. Authorization of
8 additional micromobility devices is at the discretion of the director and must be
9 based upon utilization rates and the micromobility service’s overall compliance with
10 this article. If the director authorizes additional devices, the city will issue an
11 amended permit to the micromobility service upon payment of additional permit
12 fees and compliance with permit requirements as to the additional micromobility
13 devices.
- 14 (c) The director may cap the total number of micromobility devices permitted to
15 operate within the city to four hundred devices per micromobility service.
- 16 (d) Micromobility devices are allowed to operate between the hours of 6:00 A.M. to
17 10:00 P.M. The micromobility service is responsible for disabling its fleet by 10:00
18 P.M. each night and for collecting and removing its fleet from the right-of-way
19 within two (2) hours of disabling. The micromobility service may redistribute its
20 fleet beginning at 4:00 A.M. each day; however, the micromobility devices may not
21 be enabled for public use until 6:00 A.M.
- 22 (e) The micromobility service must ensure micromobility devices have a top motor-
23 powered speed of less than fifteen miles per hour.

1 (f) The micromobility service shall remove micromobility devices that are inoperable,
2 damaged, or do not comply with this article from the service area. An inoperable or
3 damaged micromobility device is one that has non-functioning features, such as
4 gear selectors, pedals, bell, or lights, or is missing components, such as fenders,
5 grips, or chain guards, as applicable to that device.

6 (g) The director, based upon considerations of public safety, pedestrian and vehicular
7 traffic, mishandling of the micromobility devices, requests from the
8 public/stakeholders, criminal activity, construction, and special events, may create
9 designated areas where micromobility devices may not be operated or where the
10 maximum micromobility device operating speed must be reduced. The
11 micromobility service must have the technology available to implement these
12 requirements upon reasonable notice. The department will maintain a map
13 reflecting areas where the micromobility devices may not be operated and where the
14 speed of micromobility devices must be reduced. The micromobility service shall
15 provide this map to its users.

16 **Sec. 26-197. Parking and Right-of-Way.**

17 (a) Micromobility devices must be parked upright at all times.

18 (b) The micromobility service shall not place micromobility devices in a way that:

19 1) Adversely affects the public use of streets or sidewalks;

20 2) Inhibits pedestrian movement and/or Americans with Disabilities Act access
21 on sidewalks;

22 3) Inhibits the ingress and egress of vehicles parked on or off street;

23 4) Creates conditions which are a threat to public safety and security; or

1 5) Impedes access to existing bicycle racks. The micromobility service may not
2 rely solely on publicly-placed bicycle racks to secure micromobility devices
3 that are capable of being locked directly to a bicycle rack.

4 (c) Micromobility devices must not be parked within the following areas: loading zone,
5 handicap accessible parking zone or other facilities specifically designated for
6 handicap accessibility, on-street vehicular parking spots, landscape areas, curb
7 ramps, business or residential entryways, driveways, travel lanes, bicycle lanes,
8 parklets, within fifteen feet of a fire hydrant, or any geofenced area where the
9 director has decided micromobility devices may not be parked.

10 (d) The director, based upon public safety, pedestrian use, user behavior, vehicular
11 traffic, and data, may establish geofenced areas where micromobility devices shall
12 not be parked, and the geofenced areas will be identified on a map maintained by
13 the department. The micromobility service must have the technology available to
14 implement these requirements upon notice. The micromobility service must
15 comply with any and all geofencing requirements within five (5) business days of a
16 written request. The micromobility service will bear the cost of implementing
17 geofencing.

18 (e) The director, based upon public safety, parking supply/demand, user behavior, trip
19 origin and destination data, distance to a mobility hub, availability of right-of-way,
20 requests from the public/stakeholders, may establish corrals in certain areas where
21 micromobility devices must be parked, and the corrals will be identified on a map
22 maintained by the department. The city will bear the cost of implementing corrals.

23 **Sec. 26-198. Removal and Rebalancing.**

1 (a) The micromobility service shall place a minimum of 10% of its approved fleet in
2 Zone A, which will be described in a map maintained by the department and which
3 map may be revised from time to time by the department. The micromobility
4 company must rebalance micromobility devices daily to meet this requirement. The
5 requirement may be increased to up to 20% at the director’s discretion based on
6 utilization rates.

7 (b) If a micromobility device is parked in an area where parking or operation is
8 prohibited, or a micromobility device is inoperable/damaged or does not comply
9 with this article, the director will notify the micromobility service to relocate or
10 remove the device. The micromobility service will have two (2) hours to comply
11 with the request if the request is received between the hours of 6:00 A.M. and 10:00
12 P.M., seven days per week. If the micromobility service does not comply, the city
13 may remove, relocate, or store the micromobility device.

14 (c) The city shall charge a fee set forth in Appendix A of this code when the city
15 removes, relocates, or stores micromobility devices pursuant to this section.

16 **Sec. 26-199. Violations; Revocation of Permit; Appeal.**

17 Except as provided in sec. 26-192, if the micromobility service violates any other
18 section of this article, the director shall provide written notice of the violation to the agent
19 of the micromobility service designated in the permit. The micromobility service shall
20 remedy the violation and come into compliance within the time stated in the notice.
21 Failure to timely remedy the violation may result in the director reducing the fleet size or
22 revoking the permit.

- 1 (a) The director may revoke the permit or reduce fleet size of a micromobility service
2 on any of the following grounds:
- 3 (i) The permit application contained a fraudulent, willful, or knowing
4 misrepresentation or false information or statement;
- 5 (ii) The micromobility service failed to comply with the requirements of and
6 maintain qualifications required by the permit application;
- 7 (iii) Submission of inaccurate data;
- 8 (iv) Failure to pay fees as specified in Appendix A of this code; or
- 9 (v) The micromobility service materially violated a provision of this article.
- 10 (b) If the director finds cause (as defined in paragraph (a) above) to reduce the fleet or
11 revoke the permit, written notice of that decision must be sent via certified mail to
12 the agent of the micromobility service designated in the permit, informing the
13 micromobility service of the decision and the reasons therefore, at least fifteen
14 calendar days prior to the effective date of the fleet reduction or permit
15 revocation. The written notice shall advise the micromobility service that it may
16 contest the fleet reduction or revocation by requesting a hearing as provided below.
- 17 (c) The micromobility service may file a written request for a hearing before the city
18 manager prior to the effective date of the fleet reduction or revocation. Failure to
19 timely request a hearing will constitute a waiver by the micromobility service of
20 any right to a hearing. Upon request for a hearing, the fleet reduction or
21 revocation will be stayed until the city manager has issued a final administrative
22 decision.

1 (d) At the hearing, the micromobility service will have the opportunity to present
2 evidence (consisting of verbal testimony and/or written documentation) the
3 micromobility service believes negates or mitigates basis for the fleet reduction or
4 revocation.

5 (e) In conducting the hearing, the city manager has the power to take testimony under
6 oath, require the production of books, paper, and other documents, and receive
7 evidence. Should a party refuse to provide documents as directed by the city
8 manager, then there may be an adverse inference against the party who failed to
9 produce said documents. All parties have an opportunity to respond, to present
10 evidence and argument on all issues involved, to conduct cross-examination and
11 submit rebuttal evidence, and to be represented by counsel. Hearsay evidence may
12 be used for the purpose of supplementing or explaining other evidence, but it is not
13 be sufficient in itself to support a finding unless it would be admissible over
14 objection in civil actions. Any party desiring the hearing be recorded, is
15 responsible for arranging and paying the cost of a court reporter's attendance and
16 services.

17 (f) If the city manager finds that the director's decision meets the requirements for
18 fleet reduction or permit revocation as set forth in sec. 26-199(a), then the city
19 manager will direct that either (1) the micromobility service's fleet be reduced and
20 issue an amended permit, or (2) suspend the permit and set the revocation date to
21 begin fifteen days from the date of the final administrative order, subject to a
22 petition for writ of certiorari being filed pursuant to paragraph (i) below.

1 (g) If the city manager finds that the director’s decision does not meet the
 2 requirements for fleet reduction or permit revocation as set forth in sec. 26-199(a),
 3 then the city manager will order the micromobility service’s permit to continue in
 4 effect.

5 (h) The city manager will provide written notice of his/her final administrative order to
 6 the micromobility service. The decision of the city manager is the final
 7 administrative action.

8 (i) The final administrative order of the city is subject to certiorari review in a court of
 9 competent jurisdiction in Alachua County, Florida by the timely filing of a
 10 petition. Upon the filing of a petition in the circuit court, the revocation of the
 11 permit or fleet reduction will be stayed pending final disposition of the civil case.

12 **Section 2.** Appendix A – Schedule of Fees, Rates and Charges is amended as set forth
 13 below. Except as amended herein, the remainder of Appendix A remains in full force and effect.

14 TRAFFIC AND MOTOR VEHICLES

15 (7) Micromobility Devices. (Art. VII, Ch. 26)

<u>Fee Schedule</u>	
<u>Initial Permit Fee - Up to 200 devices</u>	<u>\$8,000</u>
<u>Annual Permit Renewal Fee - Up to 200 devices</u>	<u>\$8,000</u>
<u>Annual Permit Renewal Fee - Up to 400 devices</u>	<u>\$16,000</u>
<u>Fleet Increment Fee (Per 50 Units)</u>	<u>\$2,000</u>
<u>Fleet Increment Fee (Per 100 Units)</u>	<u>\$4,000</u>
<u>Fee per Ride</u>	<u>\$0.10/ride</u>
<u>Micromobility Device Removal/Relocation Fee (Per Device)</u>	<u>\$75</u>
<u>Micromobility Device Storage Fee (Per Device/Per Day)</u>	<u>\$50</u>

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Section 3. It is the intention of the City Commission that the provisions of Section 1 and Section 2 of this ordinance will become and be made a part of the Code of Ordinances of the City of Gainesville, Florida, and that the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish such intentions.

Section 4. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application hereof to any person or circumstance is held invalid or unconstitutional, such finding will not affect the other provisions or application of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

Section 5. All ordinances or parts of ordinances, in conflict herewith are to the extent of such conflict hereby repealed.

Section 6. This ordinance will become effective immediately upon final adoption.

PASSED AND ADOPTED this ____ day of _____, 2019.

LAUREN POE, MAYOR

Attest:

Approved as to form and legality:

OMICHELE D. GAINEY,
CLERK OF COMMISSION

NICOLLE M. SHALLEY
CITY ATTORNEY

This ordinance passed on first reading this ____ day of _____, 2019.

This ordinance passed on second reading this _____ day of _____, 2019.

Signature: *Dan Hoffman*
Dan Hoffman (Nov 12, 2019)

Email: hoffmandc@cityofgainesville.org

Title: Asst. City Manager

Signature: *David C. Schwartz*
David C. Schwartz (Nov 12, 2019)

Email: schwartzdc@cityofgainesville.org

Title: Assistant City Attorney

Signature: *Malisa*
Malisa Mccreedy, AICP (Nov 14, 2019)

Email: mcreedyma@cityofgainesville.org

Title: Director of Mobility