

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

ORDINANCE NO. 20-O-09AA

AN ORDINANCE OF THE CITY OF TALLAHASSEE, FLORIDA AMENDING CHAPTER 17, ARTICLE IV OF THE GENERAL CODE OF THE CITY OF TALLAHASSEE TO REGULATE A SHARED MICRO-MOBILITY DEVICE PROGRAM; AMENDING PURPOSE AND APPLICABILITY; AMENDING DEFINITIONS; PROVIDING FOR A SHARED MICRO-MOBILITY DEVICE PROGRAM ON PUBLIC RIGHTS-OF-WAYS; PROVIDING FOR THE VENDOR'S RESPONSIBILITIES AND OBLIGATIONS IN OPERATING A SHARED MICRO-MOBILITY DEVICE SYSTEM; PROVIDING FOR THE OPERATION AND PARKING OF A SHARED MICRO-MOBILITY DEVICE; PROVIDING FOR REMOVAL OR RELOCATING BY THE CITY; PROVIDING FOR ENFORCEMENT, FINES AND PENALTIES; PROVIDING APPELLATE RIGHTS; PROVIDING FOR INDEMNIFICATION AND INSURANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 166.041, Florida Statutes, provides for procedures for the adoption of ordinances and resolutions by municipalities; and

WHEREAS, the City is subject to the Florida Uniform Traffic Control Laws; and

WHEREAS, the Florida Uniform Traffic Control Law allows municipalities to enact ordinances to permit, control or regulate the operation of vehicles, golf carts, mopeds, motorized scooters, and electric personal assistive mobility devices on sidewalks or sidewalk areas when such use is permissible under federal law as long as such vehicles are restricted to a maximum speed of 15 miles per hour. *Section 316.008(7)(a), Florida Statutes*; and

WHEREAS, the City of Tallahassee ("City") has a population of approximately 195,000 people and welcomes many visitors per year to the Capital City; and

1 **WHEREAS**, the City strives to keep the City rights-of-ways compliant with the
2 Americans with Disabilities Act (ADA), and other federal and state regulations, and is
3 committed to keeping the City accessible for the mobility challenged; and

4 **WHEREAS**, the regulated and permitted operation of shared micro-mobility devices is
5 recognized as an alternative means of personal transportation; and

6 **WHEREAS**, shared micro-mobility devices left unattended and parked or leaned on
7 walls or left on sidewalks creates a hazard to pedestrians and individuals needing access and
8 maneuverability for ADA mobility devices; and

9 **WHEREAS**, the City has a significant interest in ensuring the public safety and order in
10 promoting the free flow of pedestrian traffic in City parks, streets and sidewalks; and

11 **WHEREAS**, the City Commission, on May 15, 2019, authorized the City to engage in a
12 pilot program to permit, control and regulate the use of dockless motorized scooters on streets,
13 bicycle lanes, if applicable, sidewalks and sidewalk areas within the City; and

14 **WHEREAS**, the City Commission, on January 29, 2020, after engaging in the dockless
15 motorized scooter pilot program, authorized the City to issue a Request for Qualifications and
16 engage in a program to permit, control and regulate the use of shared micro-mobility devices on
17 streets, bicycle lanes, if applicable, sidewalks and sidewalk areas within the City; and

18 **WHEREAS**, the City of Tallahassee General Code of Ordinances, Chapter 17, Article
19 IV, provides standards relating to the regulation of City rights-of-way; and

20 **WHEREAS**, the City Commission desires to include certain provisions within Chapter
21 17, Article IV, to establish definitions, guidelines and regulations for the operation and use of
22 shared micro-mobility devices to create a shared micro-mobility device program within the City
23 limits; and

1 **WHEREAS**, the City’s intent for instituting the shared micro-mobility program is to
2 ensure public safety, minimize negative impacts on the public rights-of-way, and provide
3 alternative modes of transportation to the public; and

4 **WHEREAS**, the City Commission has determined that the following City Code
5 amendments promote and protect the safety, health, convenience and general welfare of the
6 residents and visitors of the City.

7 **NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE**
8 **CITY OF TALLAHASSEE, FLORIDA:**

9 Section 1. The City Commission finds and declares that all statements in the preamble of
10 the ordinance are true and correct.

11 Section 2. Division 6 of Article IV of Chapter 17 of the General Code of Ordinances of
12 the City of Tallahassee, title is hereby amended to read as follows:

13 **DIVISION 6. – SHARED MICRO-MOBILITY DEVICE TRANSPORTATION**
14 **PROGRAM**

15 Section 3. Section 17-600, Code of General Ordinances of the City of Tallahassee,
16 Florida, is hereby amended as follows:

17 **Sec. 17-600. Purpose and Applicability.**

18 The purpose of this Division is to permit and regulate a Shared Micro-Mobility Device
19 Transportation Program in the City of Tallahassee. The provisions of this Division shall apply to
20 the Shared Micro-mobility Device Transportation Program. For the purpose of this Division, the
21 applicant, managing agent or Vendor, and owner shall be jointly and severally liable for
22 complying with the provisions of this Division, the operating agreement and permit.

CODING: Words in ~~struck through~~ type are deletions from existing language; words underlined are additions.

1 Section 4. Section 17-601, Code of General Ordinances of the City of Tallahassee,
2 Florida, is hereby amended as follows:

3 **Sec. 17-601. Definitions.**

4 For purposes of this Division, the following words and phrases, when used in this Division shall,
5 have the meanings respectively ascribed to them in this section. The definitions in F.S. ch. 316
6 apply to this Division and are hereby incorporated by reference.

7 *Geofencing* means the use of GPS or RFID technology to create a virtual geographic boundary,
8 enabling software to trigger a response when a Shared Micro-mobility Device enters or leaves a
9 particular area.

10 *Motorized Scooter* shall have the meaning ascribed to it in Section 316.003, Florida Statutes, as
11 amended. Motorized Scooter(s) are further defined as a vehicle that is powered by a motor,
12 designed to transport only one person, with or without a seat or saddle for the use of the rider,
13 which is designed to travel on not more than three wheels and which is not capable of propelling
14 the vehicle at a speed greater than 20 miles per hour on level ground.

15 *Pedestrian* means people utilizing Sidewalks, Sidewalk Area or Rights-of-way on foot and shall
16 include people using wheelchairs or other ADA-compliant devices.

17

1 *Rebalancing* means the process by which Shared Micro-mobility Devices are redistributed to
2 ensure their availability throughout a service area and to prevent excessive buildup of Shared
3 Micro-mobility Devices at locations throughout the City.

4 *Relocate or Relocating or Removal* means the process by which the City moves the Device and
5 either secures it at a designated location for the Vendor to retrieve after payment of applicable
6 fines and/or penalties or places the Device at a proper distribution point.

7 *Motorized Bicycle* means a bicycle propelled by a combination of human power and an electric
8 helper motor capable of propelling the vehicle at a speed of not more than 20 miles per hour on
9 level ground, having two tandem wheels, and including any device generally recognized as a
10 bicycle though equipped with two front or two rear wheels, or as otherwise defined by Florida
11 law.

12 *Rights-of-way* means land in which the City owns the fee or has an easement or property interest
13 devoted to or required for use as a transportation facility and may lawfully grant access pursuant
14 to applicable law, and includes the surface, the air space over the surface and the area below the
15 surface of such rights-of-way.

16 *Service Area* means the geographical area within the City where the Vendor is authorized to
17 offer Shared Micro-mobility Devices for its users/customers as defined by the Operating
18 Agreement and Permit.

19 *Shared Micro-mobility Device (“Device”)* means any motorized transportation device made
20 available for private use by reservation through an online application, website, software, or other
21 lawful means for point-to-point trips and which is not capable of traveling at a speed greater than
22 20 miles per hour on level ground. This term includes motorized scooters, bicycles and
23 motorized bicycles as defined in Chapter 316, Florida Statutes. This definition does not include

1 an owner of a motorized scooter, bicycle or motorized bicycle which is solely used for private
2 transportation by its owner or pedicabs.

3 *Shared Micro-mobility Device Program* (“Program”) means a program generally, in which
4 Shared Micro-mobility Devices are made available for shared use or rent to individuals on a
5 short-term basis for a price or fee.

6 *Sidewalk* means that portion of a street between the curb line, or the lateral line, of a roadway
7 and the adjacent property lines, intended for use by pedestrians.

8 *Sidewalk Area(s)* includes trail in the area of a sidewalk, as well as the sidewalk and may also be
9 a median strip or a strip of vegetation, grass or bushes or trees or street furniture or a
10 combination of these between the curb line of the roadway and the adjacent property.

11 *User* means a person who uses a digital network, or applicable software or other lawful means, in
12 order to obtain a Micro-mobility Device from a Vendor.

13 *Vendor* means any entity that owns, operates, redistributes, or rebalances Shared Micro-mobility
14 Devices within the City.

15 Section 5. Section 17-602, Code of General Ordinances of the City of Tallahassee,
16 Florida, is hereby amended as follows:

17 **Sec. 17-602. Establishment and Criteria for A Shared Micro-mobility Device**
18 **Program on Public Rights-of-Way.**

19
20 (a) The City hereby establishes a Program for the operation of Devices within bike lanes, if
21 available, on roads and on Sidewalks and Sidewalk Areas within the City limits.

22 (b) Devices shall not be operated in the City unless a Vendor has entered into a fully executed
23 Operating License Agreement and Permit (“Operating Agreement and Permit”) with the City.

24 The City Manager is authorized to develop the criteria, terms and conditions of the Program and
25 the Operating Agreement and Permit, and to execute, the Operating Agreement and Permit and

1 any other documents related to the Program. The Vendor shall comply with all terms and
2 conditions contained in the Operating Agreement and Permit.

3 (c) If two or more Devices from the same company or Vendor, without a valid Operating
4 Agreement and Permit with the City, are found at a particular location within the City, it will be
5 presumed that they have been deployed by that company or Vendor, and it will be presumed the
6 company or Vendor is in violation of this Division and the Devices are subject to removal by the
7 City and applicable fines and penalties.

8 (d) A Vendor shall apply to participate in the Program by responding to the Request for
9 Qualifications issued by the City.

10 (e) No more than the total number of Devices authorized by the City Manager will be permitted
11 to operate within the City during the Program. Devices that are impounded or removed by the
12 City shall count towards the maximum permitted Devices authorized within the City.

13 (f) Prior to deploying Devices, a Vendor, authorized to participate in the City's Program, shall
14 be required to remit any and all applicable permit, and operating fees, as set forth in the
15 Operating Agreement and Permit to assist with offsetting costs to the City related to the
16 administration and enforcement of this Division and the Program, the construction and
17 maintenance of Device parking, and any other improvements or studies that benefit Device
18 operations in the City.

19 (g) Upon expiration of the Program, Vendors will not be permitted to operate within the City and
20 shall immediately cease operations and, within two (2) business days of the expiration of the
21 Program, Vendors shall remove all Devices from the City, unless otherwise directed by the City
22 Commission. Failure to remove all Devices within the two (2) business day timeframe, may

1 result in the City removing the Devices and the Vendor having to pay applicable fees to recover
2 the Devices from the City in accordance with this Division.

3

4 Section 6. Section 17-603, Code of General Ordinances of the City of Tallahassee,
5 Florida, is hereby amended as follows:

6 **Sec. 17-603. Operation of a Shared Micro-Mobility Device Program– Vendor’s**
7 **Responsibilities and Obligations; Device Specifications.**

8

9 (a) A Vendor in the Program is responsible for maintenance of each Device. Devices must be
10 well-maintained and in good operating condition at all times and must be built to withstand the
11 effect of weather and constant use.

12 (b) Devices shall be restricted to a maximum speed of 15 miles per hour on level surface within
13 the City.

14 (c) Each Device shall prominently display the Vendor’s company name and contact information,
15 including a toll-free telephone number; in addition to this contact information, the Vendor may
16 provide the Vendor’s Uniform Resource Locator (URL) or provide a code to download the
17 Vendor’s mobile application.

18 (d) Vendors must comply with all applicable local, state and federal regulations and laws.

19 (e) Vendors must provide to the City an emergency preparedness plan that details where the
20 Micro-mobility Device(s) will be located and the amount of time it will take to secure all Micro-
21 mobility Device(s) once a tropical storm or hurricane warning has been issued by the National
22 Weather Service. The Vendor must promptly secure, all Micro-mobility Device(s) within 12
23 hours of an active tropical storm warning or hurricane warning issued by the National Weather
24 Service. Following the tropical storm or hurricane, the City will notify the Vendor when, and
25 where, it is safe to redistribute the Micro-mobility Device(s) within the City.

1 (f) Micro-mobility Device(s) that are inoperable/damaged, improperly parked, blocking ADA
2 accessibility or do not comply with this Division must be removed by the Vendor within 1 hour
3 of the complaint. An inoperable or damaged Micro-mobility Device is one that has non-
4 functioning features or is missing components. Micro-mobility Device(s) that is not removed
5 within this timeframe is subject to removal by the City and any applicable fees, code
6 enforcement fines, or penalties.

7 (g) Vendors shall provide the City with data as required in the Operating Agreement and Permit.

8 (h) Within ninety (90) days after issuance of the Operation Agreement and Permit, all Vendors
9 shall distribute a customer satisfaction survey, the summary and raw results of which shall be
10 provided to the City upon request by the City

11 (i) Vendors must provide details on how users can utilize the Device without a smartphone.

12 (j) Vendors must Rebalance the Devices by 8 a.m. EST daily based on the use within each
13 service area as defined by the Operating Agreement and Permit to prevent excessive buildup of
14 units in certain locations.

15 (k) The Vendor’s mobile application and website must inform Users of how to safely and legally
16 operate and park a Device. The Vendor’s mobile application and website must provide
17 information notifying a User that:

- 18 (i) Unless otherwise prohibited, Devices may be operated on streets, Sidewalks,
19 Sidewalk Areas in a manner similar to bicycles;
- 20 (ii) Devices are to be operated at the User’s own risk, and no representation is being
21 made by the City as to the condition of the any street, Sidewalk, or Sidewalk Area;
- 22 (iii) Devices shall at all times yield to pedestrians and shall give an audible signal
23 before overtaking and passing such pedestrian; and

- 1 (iv) The use of helmets while operating a Device is strongly encouraged.
- 2 (l) The Vendor's mobile application must clearly direct Users to customer support mechanisms,
3 including but not limited to phone numbers or websites. The Vendor must provide a staffed, toll-
4 free Customer Service line which must provide support 24 hours per day, 365 days per year.
- 5 (m) The Vendor must provide a direct customer service or operations staff contact to City
6 Department staff.
- 7 (n) All Devices shall comply with the lighting standards set forth in Section 316.2065(7), Florida
8 Statutes, as may be amended or revised, which requires a reflective front white light visible from
9 a distance of at least 500 feet and a reflective rear red light visible from a distance of at least 600
10 feet.
- 11 (o) All Devices shall be equipped with GPS, cell phone or a comparable technology for the
12 purpose of tracking.
- 13 (p) If applicable, all Device(s) must include a kickstand capable of keeping the unit upright when
14 not in use.
- 15 (q) The only signage allowed on a Device is to identify the Vendor. Third-party advertising is
16 not allowed on any Device.
- 17 (r) The City Manager, at their discretion, may create Geofenced areas where the Device shall not
18 be utilized or parked. The Vendor must have the technology available to promptly implement
19 these requirements upon request.
- 20 (s) The City Manager, at their discretion, may create designated parking zones (i.e., bike corrals)
21 in certain areas where the Device shall be parked.
- 22 (t) Each Vendor must be a business organization authorized to do business in the State of
23 Florida and maintain active organizational status with the Florida Division of Corporations.

1 (u) Each Vendor must diligently monitor the locations of its Devices to ensure compliance
2 with American with Disabilities Act (ADA) requirements relating to public accessibility to
3 sidewalks, buildings and other such public facilities. The toll free telephone number or email
4 address to notify a Vendor of a Device that is parked or located in such a manner as to violate
5 ADA requirements must be prominently displayed on each Device. Within one hour upon such
6 notification, the Vendor shall remove or relocate the Device to an area that is in compliance with
7 the ADA, this Division and the Operation Agreement and Permit.

8 Section 7. Section 17-604, Code of General Ordinances of the City of Tallahassee,
9 Florida, is hereby amended as follows:

10 **Sec. 17-604. Operation and Parking of a Device.**

11 (a) The riding and operating of Devices is permissible upon all streets, bike lanes, if applicable,
12 Sidewalks, Sidewalk Areas and other areas a bicycle may legally travel, located within City
13 limits, except where prohibited by official posting or Geofencing or as designated in this
14 Division or the Operating Agreement and Permit.

15 (b) A User of a Motorized Scooter has all the rights and duties applicable to the rider of a
16 bicycle under Section 316.2065, Florida Statutes, except the duties imposed by Sections
17 316.2065(2), (3)(b) and (3)(c), which by their nature do not apply to Motorized Scooters.

18 (c) Devices shall be restricted to a maximum speed of 15 miles per hour.

19 (d) A User operating a Device upon and along a Sidewalk, Sidewalk Area, or across a roadway
20 upon and along a crosswalk, has all the rights and duties applicable to a bicyclist under the same
21 circumstances and shall yield the right-of-way to any Pedestrian and shall give an audible signal
22 before overtaking and passing such Pedestrian.

23 (e) A User operating a Device must comply with all applicable local, state and federal laws.

1 (f) A person under the age of 16 may not operate or ride upon a Motorized Bicycle.

2 (g) Use of public sidewalks for parking Device(s) must not:

3 (i) Adversely affect the streets or sidewalks;

4 (ii) Inhibit pedestrian movement;

5 (iii) Inhibit the ingress and egress of vehicles parked on- or off-street;

6 (iv) Create conditions which are a threat to public safety and security;

7 (v) Prevent a minimum four (4) foot pedestrian clear path;

8 (vi) Impede access to existing docking stations, if applicable;

9 (vii) Impede loading zones, handicap accessible parking zone or other facilities
10 specifically designated for handicap accessibility, on-street parking spots, curb
11 ramps, business or residential entryways, driveways, travel lanes, bicycle
12 lanes or be within 15 feet of a fire hydrant;

13 (viii) Violate Americans with Disabilities Act (ADA) accessibility requirements;

14 (ix) Block or impede vehicular driveways or building entrances.

15 Section 8. Section 17-605, Code of General Ordinances of the City of Tallahassee,
16 Florida, is hereby amended as follows:

17 **Sec. 17-605. Removal or Relocating by the City.**

18 (a) Any Device that is inoperable/damaged, improperly parked, blocking ADA accessibility,
19 non-compliant with this Division or the Operating Agreement and Permit, or are left unattended
20 on public property, including streets, Sidewalks, Sidewalk Areas, Rights-of-way and parks, may
21 be removed or relocated by the City. A Device is not considered unattended or improperly
22 parked if it is secured in a designated parking area, or rack (if applicable), parked correctly or in
23 another location or device intended for the purpose of securing such devices.

1 (b) A Device that is displayed, offered, made available for rent in the City by a Vendor without
2 a valid Operating Agreement and Permit with the City is subject to removal by the City and will
3 be subject to applicable Removal fines as specified in this Division.

4 (c) The City may, but is not obligated, to remove or relocate a Micro-mobility Device that is in
5 violation of this Division. A Vendor shall pay a \$75.00 fee per device that is removed or
6 relocated by the City. A Device will be released to the Vendor after all applicable impoundment
7 fees have been paid. Any Device that remains unclaimed with the City for five (5) days is
8 subject to sale pursuant to the procedures for abandoned or lost property set forth in F.S. §
9 705.103, or by any other method allowed by the laws of the State of Florida.

10 Section 9. Section 17-606, Code of General Ordinances of the City of Tallahassee,
11 Florida, is hereby amended as follows:

12 **Sec. 17-606. Operation of a Shared Micro-Mobility Device Program– Enforcement,**
13 **Fines and Penalties.**

14
15 (a) The City reserves the right to revoke any Operating Agreement and Permit, if there is a
16 violation of this Division, the Operating Agreement and Permit, public health, safety or general
17 welfare, or for other good and sufficient cause as determined by the City Manager’s sole
18 discretion.

19 (b) Violations of this Division shall be enforced as non-criminal infractions of City ordinances.

20 (c) Violations of Operating a Device without a valid fully executed Operating Agreement and
21 Permit, shall be fined \$250 per day for an initial offense, and \$500 per day for any repeat
22 offenses within thirty (30) days of the last offense by the same Vendor. Each day of non-
23 compliance shall be a separate offense.

24 (d) Violations of this Division or of the Operating Agreement and Permit shall be fined at \$100
25 per device per day for an initial offense, and \$200 per device per day for any repeat offenses
26

1 within thirty (30) days of the last same offense by the same Vendor. Each day of non-
2 compliance shall be a separate offense.

3 (e) The Vendor may also be subject to other applicable code enforcement fines.

4 the Vendor, or their agent or subcontractors, submit inaccurate or fraudulent data.

5 (g) In the event of violation fines or fees being assessed as specified herein or an Operating
6 Agreement and Permit revocation, the City Manager, or designee, shall provide written notice of
7 the violation fines or revocation via certified mail, informing the Vendor of the violation fines,
8 fees or revocation.

9 Section 10. Section 17-607, Code of General Ordinances of the City of Tallahassee,
10 Florida, is hereby amended as follows:

11 **Sec. 17-607. Appeal Rights.**

12 than ten (10) business days, after the date of mailing, of the certified letter informing the Vendor
13 of the imposition of violation fines or revocation of the Operating Agreement and Permit.

14 (b) Upon receipt of a request for appeal, a hearing shall be scheduled and conducted by the Code
15 Magistrate in accordance with the authority and hearing procedures set forth in the City Code of
16 General Ordinances, Chapter 2. The hearing shall be conducted at the next regular meeting date
17 of the Code Magistrate or other regular meeting date of the Code Magistrate as agreed between
18 the City and the Vendor.

19 (c) Findings of fact shall be based upon a preponderance of the evidence and shall be based
20 exclusively on the evidence of record and on matters officially recognized.

21 (d) The Code Magistrate shall render a final order within thirty (30) calendar days after the
22 hearing concludes, unless the Parties waive the time requirement. The final order shall contain
23 written findings of fact, conclusions of law, and a recommendation to approve, approve with

1 conditions or deny the decision subject to appeal. A copy of the final order shall be provided to
2 the Parties by certified mail or, upon mutual agreement of the Parties, by electronic
3 communication.

4 (e) A Vendor may challenge the final order by a petition for review filed in accordance with
5 Florida law in the circuit court no later than thirty (30) days following rendition of the final
6 decision.

7 Section 11. Section 17-608, Code of General Ordinances of the City of Tallahassee,
8 Florida, is hereby amended as follows:

9 **Sec. 17-608. Indemnification and Insurance.**

10 (a) As a condition of the Operating Agreement and Permit, the Vendor agrees to indemnify, hold
11 harmless and defend the City, its representatives, employees, and elected and appointed officials,
12 from and against all ADA accessibility and any and all liability, claims, damages, suits, losses,
13 and expenses of any kind, including reasonable attorney's fees and costs for appeal, associated
14 with or arising out of, or from the Operating Agreement and Permit, the use of right-of-way or
15 City-owned property for operations or arising from any negligent act, omission or error of the
16 Vendor, owner or, managing agent, its agents or employees or from failure of the Vendor, its
17 agents or employees, to comply with each and every requirement of this Division, the Operating
18 Agreement and Permit or with any other federal, state, or local traffic law or any combination of
19 same.

20 (b) Prior to commencing operation in the Program, the Vendor shall provide and maintain such
21 public liability insurance, property damage insurance and other specified coverages in amounts
22 as determined by the City Treasurer-Clerk's Risk Management Department, and contained in the
23 Operating Agreement and Permit, necessary to protect the City its representatives, employees,

1 and elected and appointed officials, from all claims and damage to property or bodily injury,
2 including death, which may arise from any aspect of the Pilot Program or its operation.

3 (c) A Vendor shall include language in their User agreement that requires, to the fullest extent
4 permitted by law, the User to fully release, indemnify and hold harmless the City.

5 (d) In addition to the requirements set forth herein, the Vendor shall provide any additional
6 insurance coverages in the specified amounts and comply with any revised indemnification
7 provision specified in the Operating Agreement and Permit.

8 (e) The Vendor shall provide proof of all required insurance prior to receiving a fully executed
9 Operating Agreement and Permit.

10 Section 12. Severability. If any provision or portion of this ordinance is declared by any
11 court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining
12 provisions and portions of this ordinance shall remain in full force and effect.

13 Section 13. Conflict with Other Ordinances and Codes. All ordinances or parts of
14 ordinances of the City of Tallahassee, Florida, in conflict with the provisions of this ordinance
15 are hereby repealed to the extent of such conflict.

16 Section 14. Effective Date. This Ordinance shall take effect immediately upon City
17 Commission selection of vendors for the micro-mobility device program.

18

19

1 INTRODUCTION in the City Commission on the 11th day of March, 2020.

2 PASSED by the City Commission on the 8th day of April, 2020.

3
4 CITY OF TALLAHASSEE

5
6 By: _____
7 John E. Dailey
8 Mayor
9

10
11
12 ATTEST:

APPROVED AS TO FORM:

13
14
15
16 By: _____
17 James O. Cooke, IV
18 City Treasurer-Clerk

By: _____
Cassandra K. Jackson
City Attorney