

ORDINANCE NO 58-78

By: Carolee Thomas Wood

To authorize the Mayor to enter into a contract for a wrecker to assist the police department in enforcing the 7-9 AM No Parking on the north side of East Broad Street, and the north side of E. Main Street and the 4-6 PM No Parking on the south side of E. Broad St. and the south side of E. Main St, and to declare an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, STATE OF OHIO:

Section 1. That the Mayor is hereby authorized to enter into a contract for the services of a wrecker and driver between the hours of 7 and 9 A.M. and 4 and 6 P.M. on Mondays thru Fridays, excluding holidays, to assist the police department in enforcing ordinances prohibiting parking on the north side of East Broad and East Main Sts. and the south side of East Broad and East Main Sts. during said hours.

Section 2. That said contract shall be binding on both parties unless either party gives at least 30 days notice to terminate.

Section 3. That all towing, impounding and storage fees collected in accordance with said contract shall be deposited in the General Fund and the sum of Two Hundred Fifty Dollars is hereby appropriated for the purpose of paying the amount due for services furnished by the contractor during the balance of 1978.

Section 4. That Ordinance No. 9-63 is hereby repealed.

Section 5. That this ordinance is an emergency measure, necessary for the immediate preservation of the public peace, health and safety, said emergency being that the city will be without a contract as of November 30, 1978 and without towing service, and this ordinance shall go into immediate force and effect on its passage and approval by the Mayor.

Passed: November 28, 1978

[Signature]  
President of Council

Attest: [Signature]  
Clerk of Council

Approved: Nov. 28, 1978

[Signature]  
MAYOR

AGREEMENT

This Agreement entered into this 1<sup>st</sup> day of December, 1978, by and between the City of Bexley, hereinafter referred to as "City" acting by and through its Mayor, pursuant to Ordinance No. 58-78, passed November 28, 1978, and Noble's Inc., a corporation authorized to do business within the State of Ohio, hereinafter referred to as "Company".

WHEREAS, the City is responsible for the safety and welfare of the public traveling on the public streets, and said safety and welfare of the public is endangered by parking violations, accidents and/or abandonment of vehicles within the corporate limits of the City, and

WHEREAS, the Company has the capability, personnel and equipment to assist the City in meeting its obligations to the public,

NOW, THEREFORE, the City and the Company agree as follows:

I. CITY REGULATION

The Mayor shall have the right to regulate and control the general operations and conduct of the Company in the latter's performance of its obligations under the terms of this Agreement and, in addition, the duly promulgated and published rules and regulations and duly enacted ordinances pertaining to the operation of tow-trucks within the City of Bexley, presently in effect as well as future revisions and/or amendments.

II. DUTIES

The Company agrees to perform under the conditions and requirements hereinafter set forth:

- (A) Provide for the removal and safe storage of motor vehicles and major parts of motor vehicles from the public streets, alleys, grounds and highways upon orders from an officer of the Bexley Police Department;

- (B) The provisions of this Agreement apply in the following circumstances:
- (1) Where a vehicle is illegally parked.
  - (2) Where the vehicle has been disabled due to an accident.
  - (3) In other situations as legally provided for in City Ordinances regarding impoundments.
- (C) Provide for the release of the impounded motor vehicles to the owner thereof upon receipt of a release from the Bexley Division of Police (indicating charges for towing, storage, and citations have been paid and the individual has proven proper ownership and/or the right to redeem the vehicle) at any hour of the day or night, seven days a week, fifty-two weeks per year.

### III. TERMS OF AGREEMENT

The term of this Agreement shall be for a period of thirty-seven months, beginning December 1, 1978, and ending December 31, 1981, unless terminated earlier pursuant to Section XI hereof.

### IV. NON-ASSIGNMENT OF AGREEMENT

The Company shall not, during the term of this Agreement, either assign, transfer or otherwise alienate its rights and duties under this Agreement without the express written consent of the City.

### V. INSURANCE COVERAGE REQUIRED OF COMPANY

The Company shall carry insurance and file insurance certificates with the Mayor, showing that it has obtained and will continue to carry Workmen's Compensation Insurance throughout the term of this Agreement.

The Company shall carry public liability insurance in the amount of One Hundred Thousand Dollars/Three Hundred Thousand Dollars and property damage insurance in the amount of One Hundred Thousand Dollars including an additional coverage for loss or disappearance of the vehicle, and shall furnish to the Mayor evidence of financial responsibility. This insurance shall include protection against liability for injury to persons or destruction of, damage to, or theft of any property arising out of operations under this Agreement. The City shall be named as additional insured on this policy of liability insurance, and shall be given at least ten (10) days written notice of any intention to cancel or materially alter the Company's insurance coverage.

VI. PAYMENTS TO THE COMPANY

Monthly payments will be made to the Company pursuant to the terms of this Agreement, based on the following fees:

- (A) Towing and Removal Charges - For each motor vehicle or a major part of any motor vehicle towed or removed by the Company, at the request of the Bexley Division of Police, to the private impounding lot or to the Bexley Municipal parking lot, a payment of Twenty-five Dollars (\$25.00) will be made to the Company, except that the payment for the month of December 1978 shall be Twenty Dollars (\$20.00). If additional expenses are necessarily incurred in the towing or removal, such as use of dollies, extra helper, recovery work, etc., the Company shall be entitled to reasonable additional charges and shall promptly notify the Bexley Division of Police of the same. If a vehicle is released before receiving notice of such additional charges, City shall not be liable for the same.

- (B) Storage Charges - For each motor vehicle or a major part of any motor vehicle stored as a result of above impoundment, a payment of Three Dollars (\$3.00) per twenty-four hour period or part thereof will be paid to the Company.
- (C) Unclaimed Vehicle Sales - In instances where motor vehicles, or major parts thereof, are not reclaimed by the owners or successors in title thereto, the provisions of Sections 4513.61 and 4513.62, Ohio Revised Code, shall govern the disposition of such property, with reimbursement, from the proceeds of any sale, to the Company for towing, removal, storage, and any other incidental expenses which it has incurred in connection with the property, except that no such action shall be taken without the approval of the Mayor or the Bexley Police Department.

VII. AVAILABILITY OF COMPANY RECORDS

The Company shall make available to any designated agent of the City, as designated by the Mayor, at anytime from Monday through Friday between the hours of 9:00 A.M. and 5:00 P.M., all records, books and other pertinent information as may be required for the purpose of verification of any revenue report which has been submitted to the City or for verification of any claims by the Company for charges and fees for services which are to be paid pursuant to this Agreement.

VIII. SERVICES PROVIDED BY CITY

Pursuant to Section II (B) of this Agreement, the City shall notify the Company the location and the description of each motor vehicle, or major part thereof, which is required to be towed or removed by said Company.

IX. FACILITIES AND SERVICES TO BE PROVIDED BY COMPANY

The Company, in the performance of its obligations under this Agreement, shall provide and utilize at its sole cost, and without any cost to the City, the following items:

- (A) One motor vehicle storage facility located at 666 South Nelson Road, Columbus, Ohio, with public transportation available, containing a minimum of fifteen (15) <sup>EN 12/1/78</sup> acres enclosed with a six foot fence and staffed twenty-four hours per day, seven days per week;
- (B) All necessary forms, records, and documents needed to keep an accurate record of each transaction which has occurred in the performance of this Agreement;
- (C) All necessary personnel and equipment to adequately perform under this Agreement;
- (D) The Company shall operate such services and provide for accommodation of the public as directed by the Mayor, if not specifically hereinafter enumerated;
- (E) The Company shall secure all necessary licenses and permits, and shall comply with all applicable laws;
- (F) The Company shall furnish and man, as determined and directed by the Mayor, a sufficient number of suitably equipped trucks for the purpose of removing or towing illegally parked motor vehicles, and to so utilize the same as to comply with proper orders from officers of the Bexley City Police Department;
- (G) The Company shall furnish and man a sufficient number of suitably equipped trucks so as to be able to immediately remove motor vehicles after

- requested to do so by the Bexley Police Department and such request shall instruct the Company whether the motor vehicle is to be towed to the Bexley Municipal parking lot or to the Company's storage facility, together with any other special instructions;
- (H) The Company shall furnish and man, on a stand-by basis, an adequate number of trucks with which to render emergency tow services to any motor vehicles which have been disabled by accidents throughout the City, acting only upon orders of the Bexley Division of Police for the providing of such services. Such stand-by service shall be available on a twenty-four hour basis, seven days a week;
- (I) An inventory, make, model, VIN, and registration plate number, of all vehicles impounded and stored at the private impounding lot shall be submitted to the Bexley Division of Police, on Monday of each week listing all vehicles as of 12:01 A.M. that date.

#### X. TAXES AND LICENSES

The Company shall pay all taxes of whatever character and kind which are legally levied upon companies, facilities, or operations hereunder. The Company shall obtain and pay for all licenses or permits necessary or required by law for the construction of improvements, the installation of equipment and furnishings, and any other license or permit necessary for the conduct of its operations hereunder.

#### XI. TERMINATION OF AGREEMENT

The City shall have the right to terminate this Agreement, upon giving thirty (30) days written notice to the Company, without any claim of damage being made by the Company.

The Company shall have the right to terminate this Agreement, upon giving thirty (30) days written notice to the City, without any claim of damage being made by the City.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

CITY OF BEXLEY

The above contract is approved as to correctness and form

Howard L. Park  
City Solicitor

By: David H. Madison  
Mayor

NOBLE'S INC.

By: Charles E. Noble  
President

AUDITOR'S CERTIFICATE

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure for the above has been lawfully appropriated, authorized or directed for such purpose and is in the City Treasury or in process of collection to the credit of this improvement or contract.

Dated: December 1, 1978

John H. Harkness  
Auditor, City of Bexley, Ohio