

RESOLUTION NO. 04-10
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Douglas C. Cline ON THE 25th
DAY OF January, 2010.

**A RESOLUTION TO PROVIDE A NON-EXCLUSIVE LIST OF
BUSINESSES FOR TOWING AND VEHICLE STORAGE WITHIN
THE CITY OF CENTERVILLE AND AUTHORIZING THE CITY
MANAGER TO ENTER INTO AN AGREEMENT FOR THOSE
TOWING AND VEHICLE STORAGE SERVICES.**

WHEREAS, the City has determined that towing companies are sometimes needed to assist in the removal and storage of vehicles from streets, freeways, alleys, or any public right-of-way within the City of Centerville; and

WHEREAS, an owner of any vehicle to be towed in a non-criminal manner, at the request or direction of the police, may specify any towing company and storage location of their choice; and

WHEREAS, the Centerville Police Department has in the past has been requested to provide names of businesses that provide towing and vehicle storage services to citizens for towing and storage purposes; and

WHEREAS, the City of Centerville does not want to favor any one towing company, but wants to allow any towing company an opportunity for this business;

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1: Council agrees to provide a non-exclusive list of businesses which may be called upon by citizens or by the police department personnel to provide towing and vehicle storage services.

Section 2: Council hereby authorizes the City Manager to enter into an agreement for towing and vehicle storage services with any such businesses, pursuant to the terms set forth in the agreement attached and incorporated herein as Exhibit "A."

Section 3: This Resolution is to take effect at the earliest time allowed by law.

PASSED THIS 25th day of January, 2010.

E. Mark Krupar

Mayor of the City of
Centerville, Ohio

ATTEST:

Debra A. James

Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 04-10, passed by the Council of the City of Centerville, Ohio on the 25th day of January, 2010.

Debra A. James
Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

AGREEMENT FOR TOWING AND VEHICLE STORAGE SERVICES

This agreement for Towing and Vehicle Storage Services is made and entered into this _____ day of _____, 2009, by and between _____, d.b.a. _____ and the City of Centerville, 100 W. Spring Valley Rd., Centerville, Ohio 45458.

1. The Centerville Police Department shall place the name of the Towing Company on a non-exclusive list of businesses which may be called upon by the police department personnel to provide towing services. It is understood that the mere placement of the name of said Towing Company on this list does not obligate the Centerville Police Department nor does it guarantee that said Towing Company will receive any such call. It is further understood that the owner of any vehicle to be towed in a non-criminal matter at the request and/or direction of the police may specify any towing company and storage location of their choice.
2. The Towing Company will respond within one half (1/2) hour with adequate equipment and personnel to tow a vehicle from the streets, freeways, alleys, or any other public right-of-way within the city.
3. Towing Company personnel responding to a request are responsible for cleaning up any debris at the scene.
4. The Towing Company must provide a method by which it can be contacted for services twenty-four (24) hours a day, seven day a week.
5. The Towing Company hereby agrees that all fees associated with the services provided shall be billed to the vehicle owner. Under no circumstances shall the Towing Company pursue the collection of said fees or charges from the City of Centerville or the Centerville Police Department.
6. The Towing Company agrees that any fees charged for providing towing and storage services at the request of Centerville Police Department shall not exceed the following:

Vehicle under 10,000 GVW	\$ 100.00
Vehicle over 10,000 GVW	\$ 300.00
Storage fee per day	\$ 15.00
Inside storage fee per day	\$ 25.00
(At the request of the owner)	

Labor rate (per quarter hour)	\$ 20.00
Service calls (Tire changing, Jump starting, Unlocking etc.)	\$ 50.00
Dead run call	\$ 50.00

A call is considered a "dead run" if the wrecked or illegally parked vehicle is not physically removed by the Towing Company from where it was standing, even though it may have been hooked up to the wrecker. A truck from the Towing Company collecting for a "dead run" may not then tow another vehicle from the same incident. Receipts will be issued when collecting for dead runs and shall contain the name of the Towing Company.

If at the owners request the vehicle being towed is transported to a location other than the storage facility of the Towing Company or is transported outside the corporate limits of the City of Centerville an additional charge not to exceed \$2.50 per mile may be charged. All charges will be computed on any extra distance the tow truck must travel as compared to the distance to the storage facility. The actual additional miles traveled in one direction shall determine the permissible additional mileage charge.

Labor rates shall only be added for the purpose of extricating/wincing a vehicle from off the roadway to a safe loading area. No additional charges shall be applied for the type of truck to tow a vehicle.

The Tow Company agrees that under no circumstances will charges or fees be made in excess of the rates stipulated in this agreement and that the Tow Company shall retain itemized bills or receipts on each call for service. The Tow Company will further provide for examination of these itemized bills or receipts within a reasonable time upon request of the city.

7. The Towing Company shall keep a complete list of all vehicles towed under this agreement. The information will include the date the vehicle was towed, the make, model, year, license and vehicle identification number (if available). All information shall be kept on file at the Towing Company for a minimum of two years from that date of the original tow. The records for vehicles towed under this agreement must be made available to police department personnel upon request during appropriate business hours.
8. If law enforcement personnel request that a vehicle be held for evidentiary purposes, the Towing Company agrees that the maximum number of days for which storage will be charged shall be seven. Neither the owner of the vehicle, any insurer of the vehicle or the requesting law enforcement agency shall be

charged for any days that the vehicle is being held at the request of law enforcement personnel in excess of that number.

9. The Towing Company shall render all reasonable assistance in delivering any vehicle from its storage space to any person claiming the vehicle.
10. The Towing Company shall tow all vehicles to a secured storage facility within a 5 mile radius of the boundaries of the City of Centerville.
11. The Towing Company shall respond at any time to a request from authorized law enforcement personnel for access to a towed vehicle for investigative purposes. Additionally, it shall be staffed full-time Monday through Friday from 8:00 A.M. to 5:00 P.M. and on Saturday from 8:00 A.M. to 12:00 P.M. to respond to owner's inquiries, to provide access to vehicles, to accept payment of towing fees, and to release said vehicles upon presentation of proof of ownership.
12. The Towing Company assumes all liability to the vehicle owner for any damage and/or loss to the motor vehicles being towed or stored through negligence, misconduct or theft. The Towing Company hereby agrees to indemnify and hold harmless the City of Centerville, Ohio as well as all employees and agents of the City of Centerville and/or the Centerville Police Department, Centerville, Ohio from any and all claims of any type and nature which may be asserted against them for any reason by virtue of this Agreement.
13. The Towing Company must maintain adequate liability and bodily injury liability in the event of claims. The Towing Company, upon request, must provide a certificate of insurance. During the entire term of this Agreement, Towing Company should maintain the below described insurance.
 - A. General Liability Insurance, with a combined single limit of \$500,000 for each occurrence and \$1,000,000 in the aggregate;
 - B. Garage Keeper's Liability Policy, which shall cover fire, theft, vandalism, and explosions, in the minimum insurance coverage amount of \$50,000, with each vehicle suffering damage being deemed a separate claim;
 - C. Automobile Liability Insurance, with a combined single limit of \$500,000;

D. Worker's Compensation Insurance, in such amounts as determined by state law.

The City shall be notified immediately if any of the Towing Company's insurance coverage is canceled.

- 14. This Agreement shall continue until terminated by either party. Both parties reserve the right to immediately terminate this Agreement for cause or for no reason upon giving thirty (30) days notice to the other party.
- 15. The person signing below asserts that he/she is properly and legally able to sign for the Towing Company represented and that the company, its equipment and personnel meet the criteria set forth above. It is further asserted by those signing that the company will perform in the manner specified above.

(Company Name)

City of Centerville

By: _____

By: _____
City Manager

DATE: _____

DATE: _____