



ROSS TOWNSHIP RESOLUTION NUMBER 2017-039

RESOLUTION ENTERING INTO A CONTRACTUAL AGREEMENT WITH HOUCK'S CARS CLASSICS AND RECOVERY INC. FOR SERVICES AUTHORIZED UNDER SECTION 505.871 OF THE OHIO REVISED CODE TO PROVIDE FOR THE REMOVAL OF JUNK MOTOR VEHICLES FROM PUBLIC OR PRIVATE PROPERTY IN THE TOWNSHIP; AND DIRECTING THE TOWNSHIP ADMINISTRATOR EXECUTE AND TO TAKE STEPS NECESSARY TO SATISFY THE CONTRACT CONTINGENCIES TO BE PERFORMED BY ROSS TOWNSHIP

WHEREAS, Section 505.871 of the Ohio Revised Code provides for the removal of junk motor vehicles from public or private property in the Township as defined in section 505.173 of the Revised Code; and

WHEREAS, changes to R.C. 505.871, set forth criteria that the Board of Trustees must enter into a contract with the motor vehicle salvage dealer or scrap metal processing facility in order for a salvage title for junk vehicles removed by a township to be issued by the clerk of courts; and

WHEREAS, R.C. 505.871 also dictates that the Board may employ the labor, materials, and equipment necessary to remove a junk motor vehicle. Further, pursuant to R.C. 505.173(A), the Board may adopt resolutions as the Board considers necessary to regulate the storage of junk motor vehicles on private or public property within the unincorporated area of the township; and

WHEREAS the Board desires to enter into a contract with Houck's Cars Classics and Recovery Inc. removal, storage and salvage of junk motor vehicles from public or private property in Ross Township authorized under Section 505.871 of the Ohio Revised Code; and

WHEREAS, Houck's Cars Classics and Recovery Inc. desires to enter into a contract with Ross Township for said services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Ross Township, Butler County, State of Ohio, a majority of all members elected thereto concurring:

SECTION 1-A

Tat this Board and Houck's Cars Classics and Recovery Inc. have agreed to enter into a contract providing for the removal, storage and salvage of junk motor vehicles from public or private property in Ross Township authorized under Section 505.871 of the

Ohio Revised Code, on the terms and conditions of the contract attached hereto as Exhibit "A", subject to modifications approved by the Township Trustees and its Legal Council on terms not adverse to the Township.

SECTION 1-B

That the Township Administrator be and hereby is authorized and directed to execute and to take all steps necessary to satisfy the Contract contingencies to be performed by the Township pursuant to the terms and conditions of the contract.

SECTION 2

This resolution shall take effect on August 17, 2017 upon the filing of this resolution with the Ross Township Fiscal Officer.

SECTION 3

It is hereby determined that all formal actions of the Board of Trustees relating to the adoption of this Resolution were taken in an open meeting of the Board of Township Trustees and that all deliberations of such Board of Trustees were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

INTRODUCTION AND VOTE RECORD:

Trustee YORDY introduced the foregoing Resolution and moved its adoption, Trustee WILLSEY seconded the Motion. The roll being called upon the question of adoption of the Resolution by the Township Fiscal Officer, the vote resulted as follows:

Trustees: Willsey AYE Wurzelbacher AYE Yordy AYE


Adopted at the meeting of the Ross Township Board of Trustees this 17th day of August, 2017.



Ellen Yordy, President



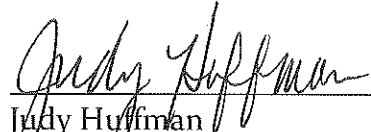
Thomas Willsey, Vice President



Raymond Wurzelbacher, Trustee

AUTHENTICATION

This is to certify that this resolution was duly adopted by the Board of Trustees, and filed with the Ross Township Fiscal Officer, this 17th day of August, 2017.



Judy Huffman
Ross Township Fiscal Officer

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Towing and Storage Service Contract

This contract between Houcks Cars Classics and Recovery, Inc, 1104 Millville Shandon Road, Hamilton, Ohio 45013, ("Contractor") and Board of Trustees of Ross Township, Butler County, Ohio ("Township"), is for the purpose of providing towing services as a motor vehicle salvage dealer as set forth in Ohio Revised Code Section 505.871 to the Township.

This contract is for one (1) year and will be effective on _____ ("Contract Period"). Thereafter, the renewal of this contract will be automatic for a period of 1 year unless written notice of cancellation is received within 60 days of said Contract Period.

1. The Contractor must own, operate, or have ready access to the following equipment and meet the following requirements and shall permit inspection of the equipment by a representative of the Township.
 - a) The Contractor must have a tow truck(s) or wrecker(s) capable of towing any motor vehicle or trailer, passenger cars, pick-ups, recreational vehicles, and semi-tractors or trailers. The Contractor shall have available at all times sufficient equipment to perform all services required on a timely and responsible basis. All equipment must be owned or exclusively leased by the Contractor. All equipment must be modern, commercially manufactured and in good mechanical condition, and shall be subject to inspection at all times during the term of the Contract. The Contractor agrees to have no markings on vehicles, buildings or correspondence that indicate or tend to suggest any official relationship between the Contractor and the Township.
 - b) The truck(s) must be equipped with dollies.
 - c) The Contractor must provide a telephone number that is answered 24 hours a day and at least one truck must be available for call 24 hours a day.
 - d) Employees to operate wreckers must also be available for call 24 hours a day.
 - e) The Contractor must respond and have a truck at the location where requested within 30 minutes of receiving the call. The exception to this would be calls requiring the larger wrecker or semi. The time for them will be 60 minutes.
 - f) The truck(s) must be so equipped as to be capable of safely towing any vehicle without causing damage to the vehicle towed.
 - g) All wreckers shall be equipped with the necessary equipment to perform towing and recovery according to industry standards. The Contractor shall comply with all laws, rules, and regulations of any governmental agency having jurisdiction over the Contractor's business including, but not limited to, licensing and minimum safety requirements.

2. The Contractor agrees to tow vehicles only upon request by the Township Administrator, Police Chief or other designated Township employee.
3. The Contractor agrees that all vehicles towed at the request of the Township shall be towed to the Contractor's storage facilities. The Contractor shall maintain a storage garage and/or outside storage facilities complying with all provisions of applicable building and zoning regulations sufficient to store all vehicles towed by the Contractor under Contract until such vehicle(s) are claimed by the owner or otherwise legally disposed. It is understood the Contractor shall have or will acquire any additional storage areas needed to store any and all vehicles requested by the Township. Vehicles stored in any storage facility shall be stored under lock and key. The Contractor shall protect all stored vehicles and any evidence of personal property contained therein from theft and damage in accordance with all reasonable instructions and directives. The Contractor assumes responsibility for personal property in the vehicle at the time of impoundment and such responsibility shall continue until the authorized release of the impounded vehicle.
4. The Contractor agrees to save and hold harmless and to indemnify the Township for all or any loss, claim, suit or damages, direct or consequential, which the Township may suffer as a result of the negligence of the Contractor or its employees.
5. The Contractor agrees to carry a \$1,000,000 combined single limit bodily injury and property damage liability insurance policy that covers vehicles and personal property in or upon the vehicle. Insurance policy will include the Township as an additional insured. The Contractor agrees to provide a certificate of insurance or other proof of coverage upon request of the Township Administrator.
6. The Contractor agrees that the fee paid to the Contractor shall be according to the attached schedule. The towing operator shall submit a bill to the Township for services at the time the service is provided. In the event the Contractor responds to a request from the Township to tow a vehicle, and upon arriving at the location of the vehicle a tow is not necessary, the Contractor may charge the owner/operator of the vehicle a "show up" fee, as listed on the attached rate sheet. Any related costs for towing and storage not specifically described in the attached rate sheet shall be the responsibility of the Contractor.
7. The Contractor agrees to release a vehicle to its owner upon authorization from the Township and payment of towing and storage costs by the owner. If any owner or person entitled to possession of an impounded vehicle seeks to reclaim the same from the Contractor, the Contractor shall provide such owner or such person lawfully entitled to possession with an itemized statement of all charges relating to the impounding of such vehicle.
8. The Contractor agrees that he shall maintain his Salvage Motor Vehicle Dealer

License with the State of Ohio Bureau of Motor Vehicles during the terms of this Agreement.

- 9. The Contractor shall comply with all applicable local, state, and federal laws, including but not limited to O.R.C. 505.871 and additional sections referenced therein. This Contract shall not be assignable.
- 10. This Contract may be terminated for any failure of the Contractor to comply with the material requirements hereof. In such event, the Contractor shall be given written notice of the intent to terminate this Contract and the Contractor shall then have ten (10) days from the date of the notice to cure such deficiency to the complete satisfaction of the Township. In the event the Contractor fails to cure such deficiency within such time, this Contract shall stand terminated.

IN WITNESS THEREOF, the parties hereto have executed this Contract.

CONTRACTOR:

ROSS TOWNSHIP, OHIO:

By: _____

By: _____

Date: _____

Date: _____