

# The City Record

Official Publication of the Council of the City of Cleveland



August the Eighth Two Thousand and Eighteen

**Frank G. Jackson**  
Mayor

**Kevin J. Kelley**  
President of Council

**Patricia J. Britt**  
City Clerk, Clerk of Council

**Ward Name**

- 1 Joseph T. Jones
- 2 Kevin L. Bishop
- 3 Kerry McCormack
- 4 Kenneth L. Johnson, Sr.
- 5 Phyllis E. Cleveland
- 6 Blaine A. Griffin
- 7 Basheer S. Jones
- 8 Michael D. Polensek
- 9 Kevin Conwell
- 10 Anthony T. Hairston
- 11 Dona Brady
- 12 Anthony Brancatelli
- 13 Kevin J. Kelley
- 14 Jasmin Santana
- 15 Matt Zone
- 16 Brian Kazy
- 17 Martin J. Keane

The City Record is available online at  
[www.clevelandcitycouncil.org](http://www.clevelandcitycouncil.org)

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# DIRECTORY OF CITY OFFICIALS

## CITY COUNCIL – LEGISLATIVE

President of Council – Kevin J. Kelley

Ward	Name	Residence	
1	Joseph T. Jones	4691 East 177th Street	44128
2	Kevin L. Bishop	11729 Miles Avenue, #5	44105
3	Kerry McCormack	1429 West 38th Street	44113
4	Kenneth L. Johnson, Sr.	2948 Hampton Road	44120
5	Phyllis E. Cleveland	2369 East 36th Street	44115
6	Blaine A. Griffin	1810 Larchmere Boulevard	44120
7	Basheer S. Jones	1383 East 94th Street	44106
8	Michael D. Polensek	17855 Brian Avenue	44119
9	Kevin Conwell	10647 Ashbury Avenue	44106
10	Anthony T. Hairston	423 Arbor Road	44108
11	Dona Brady	1272 West Boulevard	44102
12	Anthony Brancatelli	6924 Ottawa Road	44105
13	Kevin J. Kelley	5904 Parkridge Avenue	44144
14	Jasmin Santana	3535 Marvin Avenue	44109
15	Matt Zone	1228 West 69th Street	44102
16	Brian Kazy	4300 West 143rd Street	44135
17	Martin J. Keane	15907 Colletta Lane	44111

City Clerk, Clerk of Council – Patricia J. Britt, 216 City Hall, 664–2840

### MAYOR – Frank G. Jackson

Sharon Dumas, Interim Chief of Staff  
 Darnell Brown, Executive Assistant to the Mayor, Chief Operating Officer  
 Valarie J. McCall, Executive Assistant to the Mayor, Chief of Government Affairs  
 Monyka S. Price, Executive Assistant to the Mayor, Chief of Education  
 Matt Gray, Executive Assistant to the Mayor, Chief of Sustainability  
 Natoya J. Walker Minor, Executive Assistant to the Mayor, Chief of Public Affairs  
 Edward W. Rybka, Executive Assistant to the Mayor, Chief of Regional Development  
 Tracy Martin-Thompson, Executive Assistant to the Mayor, Chief of Prevention, Intervention and Opportunity for Youth and Young Adults

### OFFICE OF CAPITAL PROJECTS – Matthew L. Spronz, Director

#### DIVISIONS:

Architecture and Site Development – \_\_\_\_\_ Manager  
 Engineering and Construction – Richard J. Switalski, Manager  
 Real Estate – James DeRosa, Commissioner

### OFFICE OF EQUAL OPPORTUNITY – Melissa K. Burrows, Ph.D., Director

### OFFICE OF QUALITY CONTROL AND PERFORMANCE MANAGEMENT – Sabra T. Pierce-Scott, Director

### DEPT. OF LAW – Barbara A. Langhenry, Director, Gary D. Singletary, Chief Counsel,

Richard F. Horvath, Chief Corporate Counsel, Thomas J. Kaiser, Chief Trial Counsel,  
 Victor R. Perez, Chief Assistant Prosecutor, Room 106: Robin Wood, Law Librarian,  
 Room 100

### DEPT. OF FINANCE – Sharon Dumas, Director, Room 104;

Natasha Brandt, Manager, Internal Audit

#### DIVISIONS:

Accounts – Lonya Moss Walker, Commissioner, Room 19  
 Assessments and Licenses – Dedrick Stephens, Commissioner, Room 122  
 City Treasury – James Hartley, Treasurer, Room 115  
 Financial Reporting and Control – James Gentile, Controller, Room 18  
 Information Technology and Services – Kimberly Roy-Wilson,  
 Commissioner, 205 W. St. Clair Avenue  
 Purchases and Supplies – Tiffany White, Commissioner, Room 128  
 Printing and Reproduction – Michael Hewitt, Commissioner, 1735 Lakeside Avenue  
 Taxation – Nassim Lynch, Tax Administrator, 205 W. St. Clair Avenue

### DEPT. OF PUBLIC UTILITIES – Robert L. Davis, Director, 1201 Lakeside Avenue

#### DIVISIONS:

Cleveland Public Power – Ivan Henderson, Commissioner  
 Utilities Fiscal Control – Frank Badalamenti, Chief Financial Officer  
 Water – Alex Margevicius, Commissioner  
 Water Pollution Control – Rachid Zoghbaib, Commissioner

### DEPT. OF PORT CONTROL – Robert Kennedy, Director, Cleveland Hopkins International Airport, 5300 Riverside Drive

#### DIVISIONS:

Burke Lakefront Airport – Khalid Bahhur, Commissioner  
 Cleveland Hopkins International Airport – Fred Szabo, Commissioner

### DEPT. OF PUBLIC WORKS – Michael Cox, Director

#### OFFICES:

Administration – John Laird, Manager  
 Special Events and Marketing – Tangee Johnson, Manager

#### DIVISIONS:

Motor Vehicle Maintenance – Jeffrey Brown, Commissioner  
 Park Maintenance and Properties – Richard L. Silva, Commissioner  
 Parking Facilities – Kim Johnson, Interim Commissioner  
 Property Management – Tom Nagle, Commissioner  
 Recreation – Samuel Gissentaner, Interim Commissioner  
 Streets – Frank D. Williams, Interim Commissioner  
 Traffic Engineering – Robert Mavec, Commissioner  
 Waste Collection and Disposal – Randell T. Scott, Interim Commissioner

### DEPT. OF PUBLIC HEALTH – Merle Gordon, Director, 75 Erieview Plaza

#### DIVISIONS:

Air Quality – David Hearne, Interim Commissioner  
 Environment – Brian Kimball, Commissioner, 75 Erieview Plaza  
 Health – Persis Sosiak, Commissioner, 75 Erieview Plaza

### DEPT. OF PUBLIC SAFETY – Michael C. McGrath, Director, Room 230

#### DIVISIONS:

Animal Control Services – John Baird, Interim Chief Animal Control Officer, 2690 West 7th Street  
 Correction – David Carroll, Interim Commissioner, Cleveland House of Corrections, 4041 Northfield Rd.  
 Emergency Medical Service – Nicole Carlton, Acting Commissioner, 1708 South Pointe Drive  
 Fire – Angelo Calvillo, Chief, 1645 Superior Avenue  
 Police – Calvin D. Williams, Chief, Police Hdqtrs. Bldg., 1300 Ontario Street

### DEPT. OF COMMUNITY DEVELOPMENT – Tania Menesse, Director

#### DIVISIONS:

Administrative Services – Joy Anderson, Commissioner  
 Fair Housing and Consumer Affairs Office – John Mahoney, Manager  
 Neighborhood Development – James Greene, Commissioner  
 Neighborhood Services – Louise V. Jackson, Commissioner

### DEPT. OF BUILDING AND HOUSING – Ayonna Blue Donald, Director, Room 500

#### DIVISIONS:

Code Enforcement – Thomas E. Vanover, Commissioner  
 Construction Permitting – Narid Hussain, Commissioner

### DEPT. OF HUMAN RESOURCES – Nycole West, Director, Room 121

### DEPT. OF ECONOMIC DEVELOPMENT – David Ebersole, Director, Room 210

### DEPT. OF AGING – Mary McNamara, Director, Room 122

### COMMUNITY RELATIONS BOARD – Room 11, Grady Stevenson, Director, Mayor Frank

G. Jackson, Chairman Ex-Officio; Rev. Dr. Charles P. Lucas, Jr., Vice-Chairman, Council Member Kevin L. Bishop, Roosevelt E. Coats, Jenice Contreras, Kathryn Hall, Yasir Hamdallah, Evangeline Hardaway, John O. Horton, Gary Johnson, Sr., Daniel McNea, Stephanie Morrison-Hrbek, Roland Muhammad, Gia Hoa Ryan, Council Member Jasmin Santana, Peter Whitt.

### CIVIL SERVICE COMMISSION – Room 119, Rev. Gregory E. Jordan, President; Michael

Flickinger, Vice-President; Barry A. Withers, Interim Secretary; Members: Daniel J. Brennan, India Pierce Lee.

### SINKING FUND COMMISSION – Frank G. Jackson, President; Council President Kevin J. Kelley; Betsy Hruby, Asst. Sec’y.; Sharon Dumas, Director.

### BOARD OF ZONING APPEALS – Room 516, Carol A. Johnson, Chairman; Members: Henry Bailey, Myrline Barnes, Kelley Britt, Tim Donovan, Elizabeth Kukla, Secretary.

### BOARD OF BUILDING STANDARDS AND BUILDING APPEALS – Room 516, Joseph F. Denk, Chairman; Howard Bradley, Patrick M. Gallagher, Robert Maschke, Halim M. Saab, P.E., Alternate Members – D. Cox, P. Frank, E. P. O'Brien, Richard Pace, J.F. Sullivan.

### BOARD OF REVISION OF ASSESSMENTS – Law Director Barbara A. Langhenry, President; Finance Director Sharon Dumas, Secretary; Council President Kevin J. Kelley.

### BOARD OF SIDEWALK APPEALS – Capital Projects Director Matthew Spronz, Law Director Barbara A. Langhenry; Council Member Kenneth L. Johnson.

### BOARD OF REVIEW – (Municipal Income Tax) – Law Director Barbara A. Langhenry; Public Utilities Director Robert L. Davis; Council President Kevin J. Kelley.

### CITY PLANNING COMMISSION – Room 501 – Freddy L. Collier, Jr., Director; \_\_\_\_\_, Chair; David H. Bowen, Lillian Kuri, Gloria Jean Pinkney, Council Member Kerry McCormack.

### FAIR HOUSING BOARD – \_\_\_\_\_, Chair; Genesis O. Brown, Daniel Conway, Robert L. Rander.

### HOUSING ADVISORY BOARD – Room 310 – Keith Brown, Terri Hamilton Brown, Vickie Eaton-Johnson, Mike Foley, Eric Hodderson, Janet Lochr, Mark McDermott, Marcia Nolan, David Perkowski, Joan Shaver Washington, Keith Sutton.

### CLEVELAND BOXING AND WRESTLING COMMISSION – Robert Jones, Chairman; Clint Martin, Mark Rivera.

### MORAL CLAIMS COMMISSION – Law Director Barbara A. Langhenry; Chairman; Finance Director Sharon Dumas; Council President Kevin J. Kelley; Councilman Kevin Kelley.

### CLEVELAND LANDMARKS COMMISSION – Room 519 – Julie Trott, Chair; Giancarlo Calicchia, Vice Chair; Laura M. Bala, Freddy L. Collier, Jr., Allan Dreyer, Robert Strickland, Donald Petit, Secretary, Council Member Basheer S. Jones, Matthew L. Spronz; \_\_\_\_\_.

### AUDIT COMMITTEE – Yvette M. Ittu, Chairman; Debra Janik, Bracy Lewis, Diane Downing, Donna Sciarappa, Council President Kevin J. Kelley; Law Director Barbara A. Langhenry.

## CLEVELAND MUNICIPAL COURT JUSTICE CENTER – 1200 ONTARIO STREET JUDGE COURTROOM ASSIGNMENTS

Judge	Courtroom
Presiding and Administrative Judge Michelle D. Earley	14-C
Judge Pinkey S. Carr	15-C
Judge Marilyn B. Cassidy	13-A
Judge Emanuella Groves	14-B
Judge Lauren C. Moore	15-A
Judge Michael L. Nelson, Sr.	12-A
Judge Ann Clare Oakar	14-A
Judge Ronald J.H. O’Leary (Housing Court Judge)	13-B
Judge Charles L. Patton, Jr.	13-D
Judge Suzan M. Sweeney	12-C
Judge Jazmin Torres-Lugo	13-C
Judge Shiela Turner McCall	12-B
Judge Joseph J. Zone	14-D
Earle B. Turner – Clerk of Courts, Russell R. Brown III – Court Administrator, Timothy Lubbe – Housing Court Administrator, Robert J. Furda – Chief Bailiff; Dean Jenkins – Chief Probation Officer, Gregory F. Clifford – Chief Magistrate.	

# The City Record

71 OFFICIAL PUBLICATION OF THE COUNCIL OF THE CITY OF CLEVELAND

Vol. 105

WEDNESDAY, AUGUST 8, 2018

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## CITY COUNCIL

MONDAY, AUGUST 6, 2018

The City Record  
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Address all communications to  
**PATRICIA J. BRITT**  
City Clerk, Clerk of Council  
216 City Hall

### PERMANENT SCHEDULE STANDING COMMITTEES OF THE COUNCIL 2018-2021

#### MONDAY — Alternating

9:30 A.M. — **Health and Human Services Committee:** Griffin (CHAIR), McCormack (VICE-CHAIR), Conwell, B. Jones, Hairston, Santana, Zone.

9:30 A.M. — **Municipal Services and Properties Committee:** K. Johnson (CHAIR), Brady (VICE-CHAIR), Bishop, Brancatelli, Hairston, J. Jones, Kazy.

#### MONDAY

2:00 P.M. — **Finance Committee:** Kelley (CHAIR), Zone (VICE-CHAIR), Brady, Brancatelli, Cleveland, Conwell, Griffin, Keane, McCormack.

#### TUESDAY

9:30 A.M. — **Development, Planning and Sustainability Committee:** Brancatelli (CHAIR), Cleveland (VICE-CHAIR), Bishop, Hairston, B. Jones, Keane, McCormack.

#### TUESDAY — Alternating

1:30 P.M. — **Utilities Committee:** Keane (CHAIR), Kazy (VICE-CHAIR), Bishop, Hairston, McCormack, Polensek, Santana.

1:30 P.M. — **Workforce and Community Benefits Committee:** (CHAIR), Cleveland (VICE-CHAIR), Brady, Griffin, B. Jones, J. Jones, Kazy.

#### WEDNESDAY — Alternating

10:00 A.M. — **Safety Committee:** Zone (CHAIR), Polensek (VICE-CHAIR), Griffin, Kazy, B. Jones, J. Jones, Santana.

10:00 A.M. — **Transportation Committee:** Cleveland (CHAIR), Keane (VICE-CHAIR), Bishop, Conwell, Johnson, J. Jones, Santana.

### The following Committees meet at the Call of the Chair:

**Mayor's Appointments Committee:** Kazy (CHAIR), Brady, Brancatelli, Cleveland, Kelley.

**Operations Committee:** McCormack (CHAIR), Griffin, Keane, Kelley, Zone.

**Rules Committee:** Kelley (CHAIR), Cleveland, Hairston, Keane, Polensek.

### OFFICIAL PROCEEDINGS CITY COUNCIL

NO MEETING

### THE CALENDAR

The following measures will be on their final passage at the next meeting:

NONE

### BOARD OF CONTROL

August 1, 2018

The meeting of the Board of Control convened in the Mayor's office on Wednesday, August 1, 2018 at 10:39 a.m. with Director Langhenry presiding.

Present: Directors Langhenry, Davis, Acting Director Szabo, Directors Cox, Gordon, McGrath, Menesse, Acting Director Benson, Directors Ebersole, McNamara, and Donald.

Absent: Mayor Jackson and Director Dumas.

Others: Tiffany White Johnson, Commissioner, Purchases & Supplies.

Matthew Spronz, Director, Mayor's Office of Capital Projects.

Melissa Burrows, Director, Office of Equal Opportunity.

#### Resolution No. 288-18.

By Director Davis.  
Be it resolved, by the Board of Control of the City of Cleveland that all bids received on June 20, 2018 for rental of heavy duty equipment - Groups D-F, for the Division of Water Pollution Control, Department of Public Utilities, under the authority of Ordinance No. 415-17, passed May 8, 2017, are rejected.

Yeas: Directors Langhenry, Davis, Acting Director Szabo, Directors Cox, Gordon, McGrath, Menesse, Acting Director Benson, Directors Ebersole, McNamara, and Donald.

Nays: None.

Absent: Mayor Jackson and Director Dumas.

#### Resolution No. 289-18.

By Director Kennedy.

Resolved, by the Board of Control of the City of Cleveland that all bids received for the necessary labor, materials, maintenance, training and inspections of various passenger bridges throughout Cleveland Hopkins International Airport, all items, for the Department of Port Control, received on July 18, 2018, under the authority of Section 181.101, Codified Ordinances of Cleveland, Ohio, 1976, are rejected.

Yeas: Directors Langhenry, Davis, Acting Director Szabo, Directors Cox, Gordon, McGrath, Menesse, Acting Director Benson, Directors Ebersole, McNamara, and Donald.

Nays: None.

Absent: Mayor Jackson and Director Dumas.

#### Resolution No. 290-18.

By Director Spronz.

Whereas, on June 20, 2018, the City of Cleveland entered into Contract No. PI2018\*029 with Vandra Brothers, Inc. for the Industrial/W. 160th Street Rehabilitation (Part I) and Enterprise/Briar/W. 139th Rehabilitation (Part II) Project, for the Office of Capital Projects, in the aggregate amount of \$2,742,877.20; and

Whereas, Vandra Brothers, Inc. desires to utilize a certain subcontractor under Contract No. PI2018\*029 for which it requires previous written consent of the Board of Control under Section 185.36 C.O.; now, therefore,

Be it resolved by the Board of Control of the City of Cleveland, that the employment of the following subcontractor by Vandra Brothers, Inc. under City Contract No. PI2018\*029, Industrial/W. 160th Street Rehabilitation (Part I) and Enterprise/Briar/W. 139th Rehabilitation (Part II) Project, is approved.

Burton Scot Contractors, LLC  
\$62,800.00 — (2.29%)

Yeas: Directors Langhenry, Davis, Acting Director Szabo, Directors Cox, Gordon, McGrath, Menesse, Acting Director Benson, Directors Ebersole, McNamara, and Donald.

Nays: None.

Absent: Mayor Jackson and Director Dumas.

**Resolution No. 291-18.**

By Director McGrath.

Whereas, under the authority of Ordinance No. 645-15, passed by the Cleveland City Council on June 8, 2015, the City of Cleveland, through the Director of Public Safety, entered into an agreement with Emergency Communications Network, LLC, for a period of one year, for the purchase of licenses to provide web-based mass-notification service for residents, employees, visitors, and emergency response personnel of the City of Cleveland and Cuyahoga County, for the Office of Emergency Management, Department of Public Safety; and

Whereas, under the authority of Section 181.102, Codified Ordinances of Cleveland, Ohio, 1976, the City, through the Director of Public Safety, entered into City Contract No. PO-6001-2017-2644 with Emergency Communications Network, LLC to obtain the licenses necessary to maintain the web-based notification system for the 12-month period ending June 25, 2018 for an amount fixed by Resolution No. 634-17, adopted by this Board on December 18, 2017; and

Whereas, by its June 6, 2017 letter, Emergency Communications Network, LLC notified the City of the name change to OnSolve, LLC as part of their rebranding effort, effective June 6, 2017; and

Whereas, division (c) of Section 181.102 C.O. authorizes a director to enter into an agreement with a software to execute one (1) or more license agreements for software needed to implement or maintain the system directly with the firm or firms licensing the software; and

Whereas, under the authority of Section 181.102 C.O., the City intends to enter into an agreement with OnSolve, LLC to obtain the licenses necessary to maintain the web-based notification system for one year starting June 26, 2018; now, therefore,

Be it resolved by the Board of Control of the City of Cleveland that under division (e) of Section 181.102 C.O., the compensation to be paid for licenses to be provided under the agreement with OnSolve, LLC is fixed at an amount not to exceed \$106,600.00.

Yeas: Directors Langhenry, Davis, Acting Director Szabo, Directors Cox, Gordon, McGrath, Menesse, Acting Director Benson, Directors Ebersole, McNamara, and Donald.

Nays: None.

Absent: Mayor Jackson and Director Dumas.

**Resolution No. 292-18.**

By Director Cox.

Be it resolved, by the Board of Control of the City of Cleveland that the bid of Zscape, LLC, for an estimated quantity of 2018 Seasonal City-wide tree planting, Group A items 1-11, items 13-15, items 17-18, items 21-23, items 25-30, items 32-38 and items 40-43, for the Division of Park Maintenance and Properties, Department of Public Works, for the period of one (1) year beginning with the date of execution of a contract or the day following expiration of the currently effective contract for the goods and/or services, with a one-year renewal option, received on June 8, 2018, under the authority of Ordinance No. 288-17, passed by

Cleveland City Council on April 10, 2017, which on the basis of the estimated quantity would amount to \$308,380.00 (Net), is affirmed and approved as the lowest and best bid, and the Director of Public Works is requested to enter into a requirement contract for the specified goods and/or services.

The requirement contract shall further provide that the Contractor shall furnish all of the City's requirements for the specified goods and/or services, whether more or less than the estimated quantity, as may be ordered under delivery orders separately certified to the contract.

Yeas: Directors Langhenry, Davis, Acting Director Szabo, Directors Cox, Gordon, McGrath, Menesse, Acting Director Benson, Directors Ebersole, McNamara, and Donald.

Nays: None.

Absent: Mayor Jackson and Director Dumas.

**Resolution No. 293-18.**

By Director Menesse.

Whereas, under Ordinance No. 2076-76 passed October 25, 1976, the City is conducting a Land Reutilization Program ("Program") according to the provisions of Chapter 5722 of the Ohio Revised Code; and

Whereas, under the Program, the City has acquired Permanent Parcel Nos. 107-07-074 and 107-07-075 located at 7916 and 7912 Sowinski Avenue; and

Whereas, Section 183.021 of the Codified Ordinances of Cleveland, Ohio, 1976 authorizes the Commissioner of Purchases and Supplies, when directed by the Director of Community Development and when certain specified conditions have been met, to sell Land Reutilization Program parcels; and

Whereas, Rico Escrott has proposed to the City to purchase and develop the parcels for yard expansion; and

Whereas, the following conditions exist:

1. The member of Council from Ward 7 has either approved the proposed sale or has not disapproved or requested a hold of the proposed sale within 45 days of notification of it;

2. The proposed purchaser of the parcels is neither tax delinquent nor in violation of the Building and Housing Code; now, therefore,

Be it resolved by the Board of Control of the City of Cleveland that under Section 183.021 of the Codified Ordinances of Cleveland, Ohio, 1976, the Commissioner of Purchases and Supplies is authorized, when directed by the Director of Community Development, and the Mayor is requested, to execute an Official Deed for and on behalf of the City of Cleveland, with Rico Escrott for the sale and development of Permanent Parcel Nos. 107-07-074 and 107-07-075 located at 7916 and 7912 Sowinski Avenue, according to the Land Reutilization Program in such manner as best carries out the intent of the program.

Be it further resolved that the consideration for the sale of the parcels shall be \$400.00, which amount is determined to be not less than the fair market value of the parcels for uses according to the Program.

Yeas: Directors Langhenry, Davis, Acting Director Szabo, Directors Cox, Gordon, McGrath, Menesse, Acting Director Benson, Directors Ebersole, McNamara, and Donald.

Nays: None.

Absent: Mayor Jackson and Director Dumas.

**Resolution No. 294-18.**

By Director Menesse.

Whereas, under Ordinance No. 2076-76 passed October 25, 1976, the City is conducting a Land Reutilization Program ("Program") according to the provisions of Chapter 5722 of the Ohio Revised Code; and

Whereas, under the Program, the City has acquired Permanent Parcel No. 007-01-006 located at 4247 Lorain Avenue; and

Whereas, Section 183.021 of the Codified Ordinances of Cleveland, Ohio, 1976 authorizes the Commissioner of Purchases and Supplies, when directed by the Director of Community Development and when certain specified conditions have been met, to sell Land Reutilization Program parcels; and

Whereas, B.R. Knez Construction, Inc. has proposed to the City to purchase and develop the parcel for new housing construction; and

Whereas, the following conditions exist:

1. The member of Council from Ward 3 has either approved the proposed sale or has not disapproved or requested a hold of the proposed sale within 45 days of notification of it;

2. The proposed purchaser of the parcel is neither tax delinquent nor in violation of the Building and Housing Code; now, therefore,

Be it resolved by the Board of Control of the City of Cleveland that under Section 183.021 of the Codified Ordinances of Cleveland, Ohio, 1976, the Commissioner of Purchases and Supplies is authorized, when directed by the Director of Community Development, and the Mayor is requested, to execute an Official Deed for and on behalf of the City of Cleveland, with B.R. Knez Construction, Inc. for the sale and development of Permanent Parcel No. 007-01-006 located at 4247 Lorain Avenue, according to the Land Reutilization Program in such manner as best carries out the intent of the program.

Be it further resolved that the consideration for the sale of the parcel shall be \$200.00, which amount is determined to be not less than the fair market value of the parcel for uses according to the Program.

Yeas: Directors Langhenry, Davis, Acting Director Szabo, Directors Cox, Gordon, McGrath, Menesse, Acting Director Benson, Directors Ebersole, McNamara, and Donald.

Nays: None.

Absent: Mayor Jackson and Director Dumas.

**Resolution No. 295-18.**

By Director Ebersole.

Whereas, that under the authority of Section 183.021(b)(11) of the Codified Ordinances of Cleveland, Ohio, 1976, the Commissioner of Purchases and Supplies, when directed by the Director of Economic Development is authorized to acquire property from third parties at a purchase

price determined to be fair market value by the Board of Control, to hold in the Industrial Commercial Land Bank; now, therefore,

Be it resolved by the Board of Control of the City of Cleveland that the Commissioner of Purchases and Supplies is authorized, when directed by the Director of Economic Development, to purchase Permanent Parcel Nos. 124-28-017 and 124-28-013, located at 2806 E. 79th Street, to hold in the Industrial-Commercial Land Bank, at a price of \$72,500.00 for both parcels, which amount is determined to be fair market value.

Yeas: Directors Langhenry, Davis, Acting Director Szabo, Directors Cox, Gordon, McGrath, Menesse, Acting Director Benson, Directors Ebersole, McNamara, and Donald.

Nays: None.

Absent: Mayor Jackson and Director Dumas.

JEFFREY B. MARKS,  
Secretary

## CIVIL SERVICE NOTICES

### General Information

Application blanks and information, regarding minimum entrance qualifications, scope of examination, and suggested reference materials may be obtained at the office of the Civil Service Commission, Room 119, City Hall, East 6th Street, and Lakeside Avenue.

Application blanks must be properly filled out on the official form prescribed by the Civil Service Commission and filed at the office of the commission not later than the final closing date slated in the examination announcement.

**EXAMINATION RESULTS:** Each applicant whether passing or failing will be notified of the results of the examination as soon as the commission has graded the papers. Thereafter, eligible lists will be established which will consist of the names of those candidates who have been successful in all parts of the examination.

**PHYSICAL EXAMINATION:** All candidates for original entrance positions who are successful in other parts of the examinations must submit to a physical examination.

ROBERT BENNETT,  
President

## SCHEDULE OF THE BOARD OF ZONING APPEALS

MONDAY, AUGUST 20, 2018

9:30 A.M.

**Calendar No. 18-165:** 2885 West 25th Street (Ward 14)

Hispanic Village Inc., owner, proposes to demolish residential structures and build a new veterinary clinic in a C2 Local Retail Business District and a Pedestrian Retail Overlay District. The owner appeals for relief from the strict application

of the following sections of the Cleveland Codified Ordinances:

1. Section 343.11(b)(2)(B) which states that a veterinary clinic is first permitted in the General Retail Business District and the proposed location is in the Local Retail Business District.

2. Section 343.23(e)(2)(E) which states that any use with more than forty (40) feet of frontage along the Pedestrian Retail Street Frontage requires a Conditional Approval by the City Planning Commission.

3. Section 343.23(e)(2)(F) which states that a building with an interior side yard more than four (4) feet in width and located within forty (40) feet of a Pedestrian Retail Frontage requires a Conditional Approval by the City Planning Commission.

4. Section 349.04(d) which states that thirty three off street spaces are required and twenty one spaces are provided.

5. Section 352.04 which states that a Landscape plan is required.

6. Section 341.02 which states that proposed site is in design review district and must be approved by The City Planning Commission. (Filed July 18, 2018)

**Calendar No. 18-166:** 1963 West 47th Street (Ward 3)

Spiegelr1 Ohio, LLC., owner, proposes to erect a 2,113 square foot single family house with a detached garage on a 4,224 square foot lot in a B1 Two Family Residential District. The owner appeals for relief from the strict application of the following sections of the Cleveland Codified Ordinances:

1. Section 355.04(a) which states that the minimum lot width for a single family dwelling in "B" area districts is 40 feet and a 32 foot wide lot is proposed. This section also states that a minimum lot area of 4,800 square feet is required for a single family dwelling and a lot area of 4,224 square feet is proposed.

2. Section 357.09(b)(2)(B) which states that in a Two Family District no interior side yard, shall be less than five (5) feet in width for a corner lot, nor less than three (3) feet in width for an interior lot, nor shall the aggregate width of side yards on the same premises be less than ten (10) feet. However, the width of any such interior side yard shall in no case be less than one-fourth (1/4) the height of the main building in on the premises. The required side yard is 7' - 9" and a 7' - 0" side yard is proposed.

3. Section 357.13(b)(4) which states that front yard, open porticos or porches (deck) shall not project more than six (6) feet. Proposed deck projects 11' - 0" into the front yard setback.

4. Section 341.02(b) which states that City Planning approval is required prior to the issuance of a building permit. (Filed July 20, 2018)

**Calendar No. 18-167:** 1867 West 50th Street (Ward 3)

Noelle Kocian Finnerty, owner, proposes to install an air conditioning unit next to a shed in the required interior side yard in a B1 Two-Family Residential District. The owner appeals for relief from the strict application Section

357.13(c) which states that an air conditioning unit is not a permitted interior side yard encroachment and a shed is not a permitted interior side yard encroachment. (Filed July 24, 2018)

**Calendar No. 18-171:** 5437 Broadway Avenue (Ward 5)

4 Ever Social Club, owner, proposes to establish use as office in a C2 Local Retail Business District. The owner appeals for relief from the strict application of the following sections of the Cleveland Codified Ordinances:

1. Section 349.01(c) which states that whenever the existing use of building or structure shall hereafter be changed to a new use, parking facilities shall be provided as required for such new use and no parking spaces are provided.

2. Section 349.12(a) The Board of Zoning Appeals must approve a parking lot use agreement. (Filed July 30, 2018)

### POSTPONED FROM JULY 9, 2018

**Calendar No. 18-91:** 13701 Kinsman Road (Ward 4)

Maranatha Bible College, owner, proposes to install an illuminated ID wall sign in a B1 Residence Office District. The owner appeals for relief from the strict application of the following sections of the Cleveland Codified Ordinances:

1. Section 350.13 which states that a maximum of one 40 square foot sign per vehicle entrance is permitted and one 320 square foot sign is proposed.

2. Section 350.13(g) which states that electronic display sign for community facility in a Residence District requires BZA approval. (Filed April 19, 2018 - No Testimony)

Second postponement was made at the request of the city to allow for time for design review. This case was also dismissed on June 4, 2018 for want of prosecution; it was reinstated to July 9, due to a miscommunication between the appellant and the Community Development Corporation. First postponement made at the request of City Planning to allow for time for design review.

### POSTPONED FROM JUNE 18, 2018

**Calendar No. 18-120:** 1359 West 95th Street (Ward 15)

Nigel Pope, owner, proposes to change use from a four unit apartment building to a Boarding Home in a B2 Two-Family Residential District. The owner appeals for relief from the strict application of Section 337.08(c) of the Cleveland Codified Ordinances which states that Boarding homes are first permitted in the Multi-Family Residential Districts; proposed location is in a Two Family District. (Filed May 23, 2018 - No Testimony)

First postponement made at the request of the Board to allow for time for the appellant to meet with the Councilman and CDC.

### POSTPONED FROM JULY 16, 2018

**Calendar No. 18-146:** 736 Starkweather Avenue (Ward 3)

Amy Roberts, owner, proposes to install a 5 foot tall fence with gate and a 6 foot tall board on board

fence in the front yard in an RA2 Townhouse District and a Planned Unit Development Overlay District. The owner appeals for relief from the strict application of Section 358.05(a)(2) of the Cleveland Codified Ordinances which states that fences in the actual front yards shall not exceed 4 feet in height and a 5 foot tall ornamental fence with gate is proposed. City Planning Approval is required for exterior alterations per Section 334.18. (Filed June 26, 2018 - No Testimony)

First postponement made at the request of the city to allow time for City Planning review.

**POSTPONED FROM JULY 23, 2018**

**Calendar No. 18-153:** 4610 Clinton Avenue (Ward 3)

Cleveland Bricks, owner, proposes to build a new three story single family residential home on a newly proposed 4,450 square foot lot in a B1 Two-Family Residential District. The owner appeals for relief from the strict application of the following sections of the Cleveland Codified Ordinances:

1. Section 342.01(b) which states that the maximum height permitted is 35 feet and the appellant is proposing 37 feet.

2. Section 355.04 which states that the minimum lot area required is 4,800 square feet for a single family residence and a 4,450 square foot lot is proposed. This section also states that the maximum gross floor area allowed is 2,225 square feet and the proposed gross floor area is 2,840 square feet.

3. Section 357.09(b)(2)(A) which states that the required aggregate width of side yards is 18.75 feet and the proposed aggregate side yards are 11 feet. This section also states that no building shall be erected less than ten feet from a main building on an adjoining lot; an existing residence is approximately 7 1/2 feet from the proposed new building.

4. Section 357.13(b)(4) which states that an open porch projecting not more than six (6) feet is a permitted front yard encroachment; proposed porch dimensions are 8' x 19'. (Filed June 29 2018 - No Testimony)

First postponement made at the request of the Landmarks Commission to allow for time for review.

**POSTPONED FROM JULY 23, 2018**

**Calendar No. 18-154:** 4608 Clinton Avenue (Ward 3)

Cleveland Bricks, owner, proposes to renovate a single family residence on a newly proposed 2,200 square foot lot in a B1 Two-Family Residential District. The owner appeals for relief from the strict application of the following sections of the Cleveland Codified Ordinances:

1. Section 349.04 which states that one parking space on premises is required for one family residence; there is no access from the right-of-way to proposed parking spaces and access easement is proposed.

2. Section 355.04 which states that the minimum lot area required is 4,800 square feet for a one family residence and a 2,200 square foot lot is proposed.

3. Section 355.04 which states that the maximum gross floor area

allowed is 1200 square feet and the proposed gross floor area is 1,460 square feet. (Filed June 29, 2018 - No Testimony)

First postponement made at the request of the Landmarks Commission to allow for time for review.

**POSTPONED FROM JULY 9, 2018**

**WITHDRAWN**

**Calendar No. 18-136:** 13417 Crennell Avenue (Ward 2)

Wannetta A. Allen, owner, proposes to establish use as a state licensed Residential Facility for seven residents in a B1 Two-Family Residential District. The owner appeals for relief from the strict application of the following sections of the Cleveland Codified Ordinances:

1. Section 325.571 which states that "Residential Facility" means a publicly or privately operated home or facility, licensed pursuant to state law, that provides accommodations, supervision, and personal care services to any of the following: (a) one (1) or two (2) unrelated persons with mental illness; (b) one (1) or two (2) unrelated adults who are receiving residential state supplement payments as defined in the Ohio Revised Code; or (c) three (3) to sixteen (16) unrelated adults.

2. Section 337.08(g) which states that a residential facility, as defined in Chapter 325 of the Zoning Code, for six (6) to sixteen (16) persons is not permitted in a Two Family District, first permitted in a Multi-Family Residential District, and only if approved by the City Planning Department as a conditional use. (Filed June 8, 2018)

Secretary

**REPORT OF THE BOARD OF ZONING APPEALS**

**MONDAY, AUGUST 6, 2018**

At the meeting of the Board of Zoning Appeals on Monday, August 6, 2018 the following appeals were scheduled for hearing before the Board.

The following appeals were **APPROVED:**

**Calendar No. 18-158:** 809 Brayton Road

Bogdan Kozul, owner, proposes to erect a 2.5 story 2,001 square foot two family house on a 4,500 square foot lot in a B1 Two-Family Residential District.

**Calendar No. 18-160:** 1947 West 47th Street

B.R. Knez, owner, proposes to construct a new 2.5 story 1,785 square foot single family house with a detached garage on a 3,960 square foot lot in a B1 Two-Family Residential District.

**Calendar No. 18-161:** 1949 West 47th Street

B.R. Knez, owner, proposes to construct a new 2.5 story 1,785 square foot single family house with a detached garage on a 3,960 square foot lot in a B1 Two-Family Residential District.

**Calendar No. 18-162:** 1958 West 47th Street

B.R. Knez, owner, proposes to construct a new 2.5 story 1,842 square foot single family house with a detached garage on a 5,287 square foot lot in a B1 Two-Family Residential District.

**Calendar No. 18-163:** 1321 West 69th Street

Denny Matheou, owner, proposes to install approximately 95 linear feet of 6 foot tall privacy fence in the interior side yard of a parcel located in a B1 Two-Family Residential District.

The following appeals were **DENIED:**

None.

The following appeals were **WITHDRAWN:**

None.

The following appeals were **DISMISSED:**

None.

The following cases were **POSTPONED:**

None.

The following cases were heard by the Board of Zoning Appeals on Monday, July 30, 2018 and the decisions were adopted and approved on Monday, August 6, 2018:

The following appeals were **APPROVED:**

**Calendar No. 18-148:** 1849 West 58th Street

Aaron Jacobsen, owner, proposes to change use of existing 38' x 58' one story frame masonry garage into a single family residence on the rear half of the lot of an existing single family premises in a B1 Two-Family Residential District.

**Calendar No. 18-155:** 16219 Saranac Road

Intermodal Facilities, Owner, proposes to establish use as an intermodal chassis storage and maintenance facility in a B3 Semi-Industry District.

The following appeals were **DENIED:**

**Appeal BH  
Permit Number B18016005**

**Calendar No. 18-145:** 2215 Rockwell Avenue

GXIX owner, appeals under the authority of Section 76-6 of the Charter of the City of Cleveland and Section 329.02(d) of the Cleveland Codified Ordinances from the issuance of a Commercial Building Permit, Permit No. B18016005.

**Calendar No. 18-157:** 3050 Nursery Avenue

Elizabeth Hollaman, owner, proposes to establish us as a Type 'A' Day Care in a Two-Family Residential District.

Secretary

**REPORT OF THE BOARD OF BUILDING STANDARDS AND BUILDING APPEALS**

NO MEETING

**PUBLIC NOTICE**

NONE

**NOTICE OF PUBLIC HEARING**

**Notice of Public Hearing By the Council Committee On Development, Planning and Sustainability**

**Mercedes Cotner  
Committee Room 217  
City Hall, Cleveland, Ohio  
On Tuesday, August 14, 2018  
9:30 a.m.**

Notice is hereby given to all interested property owners that the Council Committee on Development, Planning and Sustainability will hold a public hearing in the Mercedes Cotner Committee Room 217, City Hall, Cleveland, Ohio, on Tuesday, August 14, 2018, at 9:30 a.m., to consider the following ordinances and resolutions now pending in the Council:

**Ord. No. 792-18.**

By Council Member Zone.  
An ordinance changing the Use, Area and Height Districts of parcels of land owned by the City of Cleveland adjacent to Cleveland Memorial Shoreway East between West 45th Street and West 58th Street. (Map Change No. 2577).

Anthony Brancatelli, Chair  
Committee on Development,  
Planning and Sustainability

August 1, 2018 and August 8, 2018

**CITY of CLEVELAND BIDS**

**For All Departments**

Sealed bids will be received at the office of the Commissioner of Purchases and Supplies, Room 128, City Hall, in accordance with the appended schedule, and will be opened and read in Room 128, City Hall, immediately thereafter.

Each bid must be made in accordance with the specifications and must be submitted on the blanks supplied for the purpose, all of which may be obtained at the office of the said Commissioner of Purchases and Supplies, but no bid will be considered unless delivered to the office of the said commissioner previous to 12:00 noon (Eastern Standard Time) on the date specified in the schedule.

187.10 Negotiated contracts; Notice required in Advertisement for Bids.

Where invitations for bids are advertised, the following notice shall be included in the advertisement: "Pursuant to the MBE/FBE Code, each prime bidder, each minority business enterprise ("MBE") and

each female business enterprise ("FBE") must be certified before doing business with the City. Therefore, any prime contractor wishing to receive credit for using an MBE or FBE should ensure that applications for certification as to MBE or FBE status compliance with the Code, affirmative action in employment and, if applicable, joint venture status, are submitted to the office of Equal Opportunity ("OEO") prior to the date of bid opening or submission of proposals or as specified by the Director. Failure to comply with the business enterprise code or with representations made on these forms may result in cancellation of the contract or other civil or criminal penalties."

**FRIDAY, AUGUST 17, 2018**

**File No. 87-18 — 2018 Site Improvement for Kamm's Corner Parking Lot**, for the Division of Architecture and Site Development, Office of Capital Projects, as authorized by Ordinance No. 419-18, passed by the Council of the City of Cleveland, May 14, 2018.

THERE WILL BE A **NON-REFUNDABLE FEE** FOR PLANS AND SPECIFICATIONS IN THE AMOUNT OF FIFTY DOLLARS (\$50.00) ONLY IN THE FORM OF A CASHIER'S CHECK OR MONEY ORDER (NO COMPANY CHECKS, NO CASH, AND NO CREDIT CARDS WILL BE ACCEPTED TO PURCHASE PLANS. ALL PLANS AND SPECIFICATIONS MUST BE PURCHASED DIRECTLY FROM THE DIVISION OF PURCHASES AND SUPPLIES. BIDDERS MUST BE ON PLAN-HOLDERS LIST TO SUBMIT A BID OR RECEIVED ADDENDUMS.)

THERE WILL BE A **NON-MANDATORY** PRE-BID MEETING, THURSDAY AUGUST 9, 2018 AT 10:00 A.M. CLEVELAND CITY HALL, 601 LAKESIDE AVENUE, CLEVELAND, OHIO 44114, ROOM 517A.

NOTE: BID MUST BE DELIVERED AT THE OFFICE OF THE COMMISSIONER OF PURCHASES AND SUPPLIES, CLEVELAND CITY HALL, 601 LAKESIDE AVENUE, ROOM 128, CLEVELAND, OHIO 44114 BEFORE 12 O'CLOCK NOON (EASTERN TIME).

**File No. 88-18 — West 3rd Street Incinerator Force Main Replacement**, for the Division of Water Pollution Control, Department of Public Utilities, as authorized by Ordinance No. 422-18, passed by the Council of the City of Cleveland, May 14, 2018.

THERE WILL BE A **NON-REFUNDABLE FEE** FOR PLANS AND SPECIFICATIONS IN THE AMOUNT OF FIFTY DOLLARS (\$50.00) ONLY IN THE FORM OF A CASHIER'S CHECK OR MONEY ORDER (NO COMPANY CHECKS, NO CASH, AND NO CREDIT CARDS WILL BE ACCEPTED TO PURCHASE PLANS. ALL PLANS AND SPECIFICATIONS MUST BE PURCHASED DIRECTLY FROM THE DIVISION OF PURCHASES AND SUPPLIES. BIDDERS MUST BE ON PLAN-HOLDERS LIST TO SUBMIT A BID OR RECEIVED ADDENDUMS.)

THERE WILL BE A **NON-MANDATORY** PRE-BID MEETING, FRIDAY, AUGUST 10, 2018 AT 10:30 A.M. DIVISION OF WATER POLLUTION CONTROL, 12302 KIRBY AVENUE, CLEVELAND, OHIO 44108 WPC RED ROOM.

NOTE: BID MUST BE DELIVERED AT THE OFFICE OF THE COMMISSIONER OF PURCHASES AND SUPPLIES, CLEVELAND CITY HALL, 601 LAKESIDE AVENUE, ROOM 128, CLEVELAND, OHIO 44114 BEFORE 12 O'CLOCK NOON (EASTERN TIME).

August 1, 2018 and August 8, 2018

**FRIDAY, AUGUST 31, 2018**

**File No. 89-18 — Room 518 Renovations, (Re-Bid)**, for the Division of Architecture and Site Development, Office of Capital Projects, as authorized by Ordinance No. 550-17, passed by the Council of the City of Cleveland, June 5, 2017.

THERE WILL BE A **NON-REFUNDABLE FEE** FOR PLANS AND SPECIFICATIONS IN THE AMOUNT OF FIFTY DOLLARS (\$50.00) ONLY IN THE FORM OF A CASHIER'S CHECK OR MONEY ORDER (NO COMPANY CHECKS, NO CASH, AND NO CREDIT CARDS WILL BE ACCEPTED TO PURCHASE PLANS. ALL PLANS AND SPECIFICATIONS MUST BE PURCHASED DIRECTLY FROM THE DIVISION OF PURCHASES AND SUPPLIES. BIDDERS MUST BE ON PLAN-HOLDERS LIST TO SUBMIT A BID OR RECEIVED ADDENDUMS.)

THERE WILL BE A **NON-MANDATORY** PRE-BID MEETING, WEDNESDAY, AUGUST 15, 2018 AT 10:00 A.M. CLEVELAND CITY HALL, 601 LAKESIDE AVENUE, CLEVELAND, OHIO 44114, ROOM 517A.

NOTE: BID MUST BE DELIVERED AT THE OFFICE OF THE COMMISSIONER OF PURCHASES AND SUPPLIES, CLEVELAND CITY HALL, 601 LAKESIDE AVENUE, ROOM 128, CLEVELAND, OHIO 44114 BEFORE 12 O'CLOCK NOON (EASTERN TIME).

**File No. 90-18 — Labor and Material to Maintain and Repair Heating Ventilation and Air Conditioning**, for the Division of Airports, Department of Port Control, as authorized by Section 181.101 of the Codified Ordinances of Cleveland, Ohio, 1976.

THERE WILL BE A **NON-MANDATORY** PRE-BID MEETING, THURSDAY, AUGUST 16, 2018 AT 10:00 A.M. CLEVELAND HOPKINS INTERNATIONAL AIRPORT, CENTRAL RECEIVING, 19451 FIVE POINTS ROAD, CLEVELAND, OHIO 44135.

NOTE: BID MUST BE DELIVERED AT THE OFFICE OF THE COMMISSIONER OF PURCHASES AND SUPPLIES, CLEVELAND CITY HALL, 601 LAKESIDE AVENUE, ROOM 128, CLEVELAND, OHIO 44114 BEFORE 12 O'CLOCK NOON (EASTERN TIME).

August 1, 2018 and August 8, 2018

**FRIDAY, SEPTEMBER 14, 2018**

**File No. 86-18 — East 185th Street and Marcella Road Relief Sewer Phase I**, for the Division of Water Pollution Control, Department of Public Utilities, as authorized by Ordinance No. 422-18, passed by the Council of the City of Cleveland, May 14, 2018.

THERE WILL BE A **NON-REFUNDABLE FEE** FOR PLANS AND SPECIFICATIONS IN THE AMOUNT OF FIFTY DOLLARS (\$50.00) ONLY IN THE FORM OF A CASHIER'S CHECK OR MONEY ORDER (NO COMPANY CHECKS, NO CASH, AND NO CREDIT CARDS WILL BE ACCEPTED TO PURCHASE PLANS. ALL PLANS AND SPECIFICATIONS MUST BE PURCHASED DIRECTLY FROM THE DIVISION OF PURCHASES AND SUPPLIES. BIDDERS MUST BE ON PLAN-HOLDERS LIST TO SUBMIT A BID OR RECEIVED ADDENDUMS.)

THERE WILL BE A **NON-MANDATORY** PRE-BID MEETING, MONDAY, AUGUST 27, 2018 AT 10:00 A.M. WATER POLLUTION CONTROL, 12302 KIRBY AVENUE, CLEVELAND, OHIO 44108, WPC RED ROOM.

NOTE: BID MUST BE DELIVERED AT THE OFFICE OF THE COMMISSIONER OF PURCHASES AND SUPPLIES, CLEVELAND

CITY HALL, 601 LAKESIDE AVENUE, ROOM 128, CLEVELAND, OHIO 44114 BEFORE 12 O'CLOCK NOON (EASTERN TIME).

August 1, 2018 and August 8, 2018

**FRIDAY, AUGUST 31, 2018**

**File No. 91-18 — Purchase of Various Air Compressors**, for the Division of Motor Vehicle Maintenance, Department of Public Works, as authorized by Section 131.64 of the Codified Ordinances of Cleveland, Ohio, 1976.

THERE WILL BE A **NON-MANDATORY** PRE-BID MEETING, TUESDAY, AUGUST 21, 2018 AT 10:00 A.M. DIVISION OF MOTOR VEHICLE MAINTENANCE, 4150 EAST 49TH STREET, NEWBURGH HEIGHTS, OHIO 44105.

NOTE: BID MUST BE DELIVERED AT THE OFFICE OF THE COMMISSIONER OF PURCHASES AND SUPPLIES, CLEVELAND CITY HALL, 601 LAKESIDE AVENUE, ROOM 128, CLEVELAND, OHIO 44114 BEFORE 12 O'CLOCK NOON (EASTERN TIME).

**File No. 92-18 — WPC Pump Station Generator Project**, for the Division of Water Pollution Control, Department of Public Utilities, as

authorized by Ordinance No. 423-18, passed by the Council of the City of Cleveland, June 4, 2018.

THERE WILL BE A **NON-REFUNDABLE FEE** FOR PLANS AND SPECIFICATIONS IN THE AMOUNT OF FIFTY DOLLARS (\$50.00) ONLY IN THE FORM OF A CASHIER'S CHECK OR MONEY ORDER (NO COMPANY CHECKS, NO CASH AND NO CREDIT CARDS WILL BE ACCEPTED TO PURCHASE PLANS. ALL PLANS AND SPECIFICATIONS MUST BE PURCHASED DIRECTLY FROM THE DIVISION OF PURCHASES AND SUPPLIES. BIDDERS MUST BE ON PLAN-HOLDERS LIST TO SUBMIT A BID OR RECEIVED ADDENDUMS.)

THERE WILL BE A **NON-MANDATORY** PRE-BID MEETING, MONDAY, AUGUST 20, 2018 AT 10:30 A.M. DIVISION OF WATER POLLUTION CONTROL, 12302 KIRBY AVENUE, CLEVELAND, OHIO 44108.

NOTE: BID MUST BE DELIVERED AT THE OFFICE OF THE COMMISSIONER OF PURCHASES AND SUPPLIES, CLEVELAND CITY HALL, 601 LAKESIDE AVENUE, ROOM 128, CLEVELAND, OHIO 44114 BEFORE 12 O'CLOCK NOON (EASTERN TIME).

August 8, 2018 and August 15, 2018

**City of Cleveland**

**Department of Public Safety**

REQUEST FOR PROPOSALS  
Vendors may submit proposals for  
One or any combination of these items:

- ITEM 1- TOWING - NON-COMMERCIAL
  - ITEM 2- TOWING - COMMERCIAL
- Item 2 includes the storage of commercial vehicles



PRE-PROPOSAL CONFERENCE  
August 16th, 2018 at 2:00 P.M.  
CITY HALL - ROOM 230

Attendance is strongly encouraged.  
*The Pre-Proposal conference is your only opportunity to ask questions without submitting them in writing.*

PROPOSALS DUE  
August 30th, 2018 at 3:00 P.M.  
CITY HALL - ROOM 230  
Revised 5.18.18

**INSTRUCTIONS**

This Request for Proposals (or "RFP") is an invitation to vendors to offer proposals for the 2 Items described on the cover page. Follow these instructions closely to ensure that your proposal is responsive.

Vendors are encouraged to submit a proposal for each Item that it is qualified to perform, and may enter into joint ventures to perform the work. All joint venture arrangements must be disclosed. If any subcontractors are proposed to be used, they too must be disclosed.

**Legislative authority**

An ordinance will be presented to the Council of the City of Cleveland for the contracts contemplated by this RFP.



**Term of Contract**

The term of this contract shall not exceed two (2) years with one (1) two (2) year option to renew, exercisable by the Director of Public Safety if authorized by additional legislative authority.

**Rejection or Acceptance of Proposals**

If your proposal is 1) incomplete, conditional, or obscure; or 2) contains exceptions to any part of this RFP document; or 3) contains additions not called for; or 4) contains irregularities of any kind; then your proposal will be considered non-responsive.

As a general proposition, non-responsive proposals will be rejected, but the City may waive irregularities if doing so is in the best interests of the City. The City shall have the right to reject any or all proposals.

No proposal will be accepted from, nor a contract awarded to, any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or is a defaulter as surety or otherwise upon any obligation to the City, or has failed to perform faithfully on any previous contract with the City of Cleveland.

The City will consider all elements entering into the question of determining the responsibility of the vendor.

**Detail Specifications and General Conditions**

The Detail Specifications and General Conditions contained in this RFP document will form the basis of a contract with the successful bidder.

**Submissions**

Please complete and submit with your proposal the "Schedule of Items and Proposal Form", the "Qualifications of Vendor Form", Cleveland Area Business Code Schedules 1, 2, 3, and 4, and non competitive bid contract statement for 2018. (found in the Appendix). Include as many sheets as needed to present your proposal. Also submit with your proposal copies of all licenses, permits, certificates or authorizations needed to conduct the work, and all items required to be submitted by this RFP document whether or not their submission is noted in these instructions. Any proposal received after 3:00 p.m. will not be considered.

**Schedule of Events**

Pre-proposal conference:

**August 16, 2018 at 2:00 p.m.**

City Hall, Room 230

601 Lakeside Ave.

Cleveland, Ohio 44114

Proposal due date:

**August 30, 2018 at 3:00 p.m.**

Direct your proposal to:

Director of Public Safety

City of Cleveland

Department of Public Safety, Room 230

601 Lakeside Avenue

Cleveland, Ohio 44114

**Questions**

Oral questions will only be answered during the pre-proposal conference. If at any other time, you find a discrepancy or omission in this RFP document or you have any doubt as to the meaning of any provision, please write to the Director of Public Safety in care of the address shown below. If you do not submit your question by August 20, 2018, it may not be possible to reply in time for the submission of your proposal. If you have any questions, please submit them as soon as possible.

**Via hand-delivery or U.S. mail:**

Director of Public Safety

City of Cleveland

Department of Public Safety, Room 230

601 Lakeside Avenue

Cleveland, Ohio 44114

**or via e-mail:**

Mdonegan@city.cleveland.oh.us

**ITEM 1 – TOWING OF VEHICLES – NON-COMMERCIAL**

Under Item 1, the vendor is invited to provide non-commercial towing services as specified below.

1. The vendor shall provide with its proposal the location of the base of operations of the towing company. Preference will be given to those companies that have operating and dispatching facilities located in the City of Cleveland. Regardless of the location of vendor's facilities, all vendors must be able to demonstrate their ability to respond in the required time. These facilities shall meet or exceed all applicable building and zoning codes.

2. All other facilities used in the performance of this contract shall meet all requirements listed and must be approved in advance by the Director of Public Safety.

3. The Contractor shall tow any motor vehicle when requested by the Director of Public Safety, or his authorized representative, in a safe and efficient manner. However, the City makes no representation or guarantee as to the quantity or frequency of such requests. As used throughout these Detail Specifications, "motor vehicle" and "vehicle" shall include watercraft.

4. The hours of operation are 24 hours a day, seven (7) days a week for towing vehicles. Towing will be done on a rotational basis. Towers are also expected to provide additional coverage during special events designated by the City for a period of two hours following the conclusion of such event. The City will contact the Contractor with the type, dates and times for these designated events.

5. Contractor shall arrive at the location of the motor vehicle within thirty (30) minutes after notification. Time is of the essence in the performance of this contract.

6. Contractor shall provide Police Dispatch immediate access for dispatching. Contractor shall be available twenty-four (24) hours a day, seven (7) days a week, to be contacted by the Cleveland Division of Police. If problems occur with the system the Contractor uses when receiving notification of tow assignments from the Division of Police, the Contractor may be required to take additional action, such as providing staffing for twenty-four (24) hour dispatch.

7. The Contractor shall examine the form titled "VEHICLE/TOW SUPPLEMENT" as may be revised from time to time, that has been executed by a police officer, and verify the accuracy of the information contained on the form. In the spaces provided, the Contractor shall sign the form, date it, and enter the time. If there are any exceptions to the information contained on the form, the driver should have the police officer correct it before signing it, or note the exceptions at the bottom and sign it subject to the exceptions noted. The driver shall also write on the form his or her City of Cleveland Tow Truck Driver's License Number and Tow Truck Tag Permit Number of the tow truck being used.

**GENERAL CONDITIONS  
THESE TERMS APPLY TO ALL ITEMS**

8. The Contractor shall immediately remove and convey the motor vehicle by a direct route and without detour to the motor vehicle storage facility designated by the Director, or his authorized representative. Each vehicle shall be conveyed in the manner recommended by the manufacturer of the vehicle as published in the most current edition of the AAA towing manual or other publication describing the manufacturer's recommendations. No items shall be removed from the motor vehicle.

9. Prior to the conveyance of the motor vehicle from the scene, the Contractor shall ensure that any debris is cleared and removed.

10. Upon delivery of the motor vehicle to the designated motor vehicle storage facility, the Contractor shall complete and submit a Motor Vehicle Storage Receipt form in the specified manner.

11. Upon the request of the Director, or his authorized representative, Contractor shall arrive at the location within thirty (30) minutes and tow any disabled Division of Police motor vehicle to the destination designated by the Director, or his authorized representative, or change flat tires on such vehicles upon request, all at no expense to the City.

12. The Contractor shall submit to the Director of Public Safety, or his authorized representative, any information required to be kept by these Detail Specifications, within seventy-two (72) hours of the request.

13. The Contractor shall keep a written record of all of the following:

- a) The date and time the Contractor receives a request to tow a vehicle.
- b) The date and time that the Contractor dispatches a tow truck in response to a request.
- c) The date and time that the tow truck arrives at the vehicle to be towed.
- d) The date and time of delivery of the vehicle to the designated storage facility.
- e) The identity of the storage facility to which the vehicle was conveyed.
- f) The license plate number of the vehicle.
- g) The vehicle identification number of the vehicle.
- h) A description of the vehicle, including the name of the manufacturer, the year of manufacture, model, style, color of exterior, and color of interior.
- i) The Vehicle Impound Unit ("VIU") number of the motor vehicle.

14. Contractor shall also keep a copy of each Motor Vehicle Tow Authorization Form and each Motor Vehicle Storage Receipt that is received by Contractor.

15. Contractor shall further document each complaint made, whether in person, by letter, by telephone, or otherwise, by a citizen who claims damage to a motor vehicle towed by Contractor.

16. The Contractor shall permit the Chief of Police, or his authorized representative, to inspect all records that Contractor is required to maintain under the contract or any statute, ordinance, rule or regulation applicable to the subject matter of the contract.

17. The Contractor shall permit the Chief of Police, or his authorized representative, to inspect the premises of the Contractor in order to examine the license number or vehicle identification number of any motor vehicle or to verify the authenticity of the records maintained by the Contractor under the contract or by any applicable statute, ordinance, rule, or regulation.

18. Contractor shall not do any of the following with regard to any vehicle that is towed under this contract:

- a) Make application for a certificate of title or motor serial number for the vehicle.
- b) Purchase, receive, or acquire any legal or equitable interest in the vehicle, or any the release for it, by way of an assignment of the certificate of title or otherwise.
- c) Repair, rebuild, or remanufacture the vehicle.
- d) Use any record or information which Contractor receives from the City or which Contractor is required to maintain under this contract for a purpose other than carrying out the terms and conditions of this contract.
- e) Take possession of the license plate affixed to or associated with the vehicle, if it has one, unless otherwise directed by the Director.
- f) Sell any part from any of the motor vehicles subject to contract.
- g) Conspire with any other person to engage in any of these prohibited activities.

19. If the Director of Public Safety determines that it is in the best interests of the towing program to implement a two-way paging system or other notification system to conduct the work of this contract, Contractor may be required to obtain hardware compatible with the City's, at Contractor's own expense.

20. Contractor shall have at least two (2) one-ton tow trucks and one (1) flatbed tow truck available for use in the performance of the contract. The tow trucks shall have wheel-lift capability.

21. The following equipment shall be kept on all tow trucks and flatbed trucks for use in the performance of the contract: a broom, a shovel, a fire extinguisher, chains and straps, six 20-minute flares; reflective triangles, a dolly, an air tank, floor jacks, blocks and a 5 lbs. container of "oil dry" or an equivalent oil-absorbing product. Contractor will be required to have one (1) set of Go Jacks or the equivalent equipment available for use in those circumstances of specific need when the conventional towing methods would cause damage to the vehicles being towed. Examples of those special needs are 4 wheel drive vehicles, all wheel drive vehicles, vehicles with access blocked by buildings, etc. Extra consideration will be given for specialty equipment maintained by the Contractor. Please provide a list of any specialty equipment.

22. All tow trucks and flatbed trucks that Contractor anticipates may be used in the performance of the contract shall be subject to inspection at all reasonable times by the Chief of Police, or his authorized representative. If the Contractor brings any new truck into service during the term of the contract, it shall be also be subject to inspection. Contractor shall not use any tow truck or flatbed truck that has failed inspection until such time as corrective measures are taken, and the truck is re-inspected and passes inspection. All tow trucks passing inspection shall display its Tow Tag in accordance with Section 677A.04.

23. All tow trucks used in the performance of the contract shall in all respects comply with Chapter 677A of the Codified Ordinances of Cleveland, Ohio, 1976, and all other applicable present and future laws, ordinances, rules, regulations, and directives.

24. Contractor shall provide a list of the drivers employed to respond to tow assignments from the City of Cleveland. Each driver shall have a valid and active Ohio Driver's License and City of Cleveland Tow Truck Driver's License. Contractor shall submit this list with the RFP and may be asked to do so periodically during the contract term.

25. Contractor shall ensure compliance with Cleveland Municipal Code 677A.15. If at any time, a driver employed by the Contractor is convicted of any listed offense, the Contractor shall consider that driver to be ineligible to operate a tow truck.

26. The Clerk of the Municipal Court shall collect all fees charged to an owner or lien holder of a motor vehicle pursuant to the provisions of the contract on behalf of Contractor. The Contractor shall submit an invoice to the Clerk twice a month for fees collected by the Clerk on behalf of the Contractor.

27. The fees to which the Contractor is entitled shall be governed solely by the contract and the Contractor shall not charge any fee other than expressly provided for by contract.

28. The contract for these services shall contain payment terms substantially in accordance with the following:

**Fees; Claimed Vehicles; Unclaimed Vehicles; Process Tows**

**A. Claimed vehicles.**

For each vehicle that is claimed, the Clerk of the Cleveland Municipal Court shall collect from the person reclaiming the vehicle, for remittance to the Contractor, the fees specified in the Codified Ordinances for the cost of Contractor's services. Contractor acknowledges that it is only entitled to payment of the fees charged which are actually collected by the Clerk. Contractor acknowledges that the City has made no representation that all fees, or any portion of them, will actually be collected by the Clerk.

**B. Unclaimed vehicles.**

For any vehicle that remains unclaimed, the Director of Public Safety may in his sole discretion decide upon the manner of its disposal. The proceeds from the salvaging or auctioning of each unclaimed vehicle shall be governed by the terms of Section 135.42 of the Codified Ordinances.

The entire text of Ord. No. 292-07 and C.O. Section 135.42 is incorporated into this Agreement, and parts relevant to fees are repeated in this section.

**C. Salvaged vehicles.** Proceeds from salvaged vehicles shall be governed by C.O. Section 135.42(c), which reads as follows:

*"(c) Salvage vehicle proceeds. Each contract for the towing of non-commercial or commercial vehicles shall contain a provision that provides that the division of monies received when vehicles are salvaged shall be as follows: the towing firm that impounded the vehicle shall be paid 30% of the salvage proceeds. The storage company shall be paid 60% of the proceeds, not to exceed the amount authorized for its services in these Codified Ordinances. The City of Cleveland shall be paid 10% of the proceeds, and shall also receive any monies that are not paid to either the towing or storage firms because the percentage to which they would otherwise be entitled exceeds the amount authorized for their services in these Codified Ordinances."*

The preceding provisions concerning the division of monies received when vehicles are salvaged shall apply to any vehicle that appears on the list of vehicles eligible to be salvaged, commonly known as the "junk list", issued after execution of a contract.

For a salvaged vehicle, the Contractor shall be paid directly by the salvage dealer under contract with the City of Cleveland for the disposal of the vehicle. Contractor acknowledges that the City shall not itself be liable for the payment of salvage proceeds that are owed by the salvage dealer to Contractor.

**D. Auctioned vehicles.** Unclaimed vehicles that are auctioned shall be governed by C.O. Section 405.13, divisions (a) and (b), which read as follows:

"(a) The Director of Public Safety may arrange for the auction of non-commercial and commercial vehicles that are impounded under the authority of these Codified Ordinances, other than vehicles subject to forfeiture under Chapter 2933 of the Revised Code where the disposition of the vehicle is governed by that chapter, and that are unclaimed or abandoned and authorized to be disposed of under Chapter 4513 of the Revised Code or other applicable law. The provisions of this section do not limit the authority of the Director of Public Safety to dispose of such vehicles under any contract that the Director may have entered into with motor vehicle salvage dealers or scrap metal processing facilities under the authority of division (a)(3) of section 135.42 for the disposal of such vehicles.

"(b) If a vehicle is auctioned under the authority of this section, then the proceeds of the auction shall be deposited in an agency fund. The proceeds of the auction shall be disbursed from the agency fund in the following priority: the towing firm that impounded the vehicle shall be paid first, in the amount authorized for its services in these Codified Ordinances, up to the amount of the proceeds obtained. The storage company shall be paid next, in the amount authorized for its services in these Codified Ordinances, for storage for the number of days that the vehicle was stored or 30 days, whichever is less, up to the amount of proceeds remaining after the towing firm is paid. Any other costs required to be paid by the City in connection with the auction shall be paid next, up to the amount of the proceeds remaining after the towing and storage firms are paid as provided in this division. Any remaining funds shall be paid to the credit of the general fund."

**E. Process Tows.**

The Division of Police shall pay the costs of towing any non-commercial or commercial vehicle in any case in which the vehicle was impounded for processing by the Division of Police and the person reclaiming the vehicle is the victim of a crime and is not liable for the towing fees under the Codified Ordinances.

29. In the event that the City elects to take ownership of an unclaimed motor vehicle for purposes other than disposal of the vehicle, Contractor shall not be entitled to payment of fees otherwise chargeable.

30. In the event a vehicle is released without charge pursuant to a judgment of a hearing examiner of the Parking Violations Bureau, or pursuant to the settlement of a claim under the settlement authority of the Director of Law, or pursuant to court order, or pursuant to any other lawful authority, the Contractor shall receive no payment for the removal and conveyance of the vehicle.

31. Contractor shall pay all costs, expenses, claims, fines, penalties, and damages that may in any manner arise out of or be imposed because of Contractor's failure to comply with the contract and, in any event, agrees to indemnify the City against all liability with reference to the same.

32. The Contractor shall have a demonstrated process in place to respond to and address complaints from the public within five (5) working days from the receipt of the complaint. Further, Contractor shall have a process in place that corrects repeated or continual complaints brought to its attention.

33. Throughout the term of the contract, the Contractor agrees to use good faith efforts to hire residents of the City of Cleveland for positions filled and also agrees to use reasonable efforts to meet the City's minority representation goals.

34. The contract for these services shall contain an insurance requirement substantially in accordance with the following:

#### **Insurance**

A. The Contractor shall maintain, at its own expense and at all times during the term of the contract, a policy or policies of insurance in an amount not less than one million dollars (\$1,000,000.00) for automobile liability or garage liability insuring Contractor and the City against any suit, claim, loss, cost, damage or injury to persons or property arising out of or connected with or incidental to, either directly or indirectly, the exercise of Contractor's rights under the contract or the covenants and obligations of Contractor under the contract.

B. The policy or policies required under this Agreement shall name the City as an additional insured and shall contain the following special provision:

**"The Company agrees that ten (10) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the Agreement involved, written notice will be sent by certified mail to the Director of Public Safety of the City of Cleveland."** In addition, Contractor shall itself notify the Director of Public Safety in writing of the cancellation or reduction of any insurance required by this Agreement. In addition to the remedies provided in the General Conditions, the cancellation or reduction of any insurance coverage required by this Agreement shall result in the removal of Contractor from the rotation list. As soon as practicable after the execution of this Agreement, Contractor shall provide the Director with a certificate of insurance for the insurance policy or policies required under this Agreement. Such policy or policies shall as to form, coverage, and carrier be satisfactory to and approved by the Director. If at any time the coverage or carrier on any policy shall become unsatisfactory to the Director, Contractor shall forthwith, provide a new policy meeting the requirements of the Director. The additional insured coverage provided the City under Contractor's insurance policy shall be primary with respect to Contractor's premises and operations, notwithstanding other insurance covering the City.

[End of Detail Specifications for Item 1]

#### ITEM 2 - TOWING OF VEHICLES - COMMERCIAL

Under Item 2, the vendor is invited to provide commercial towing services as specified below.

Under Item 2, the vendor shall comply with all of the Detail Specifications for Item 1, subject to any changes made here.

The vendor shall also comply with all of the additional requirements set forth below.

1. The vendor shall be required under Item 2 to store the commercial vehicles it tows. The Contractor shall safeguard the vehicle and its contents while it is in Contractor's care, custody or control. The vendor shall identify and describe in its proposal each location where the commercial vehicles will be stored. Include in the description the approximate size of each such location in acres.

2. The requirement the second sentence of Item 1, paragraph 4, relating to special events is not applicable to Item 2.

3. Upon delivery of the vehicle to the commercial storage lot, the Contractor shall complete and submit a Motor Vehicle Storage Receipt form in the specified manner.

4. Contractor shall have the vehicles and equipment necessary for use in the performance of the contract, including but not limited to: wreckers (2 heavy duty, 2 medium duty), 1 Landoll type trailer w/tractor and a fully equipped service truck/van. Extra consideration will be given for specialty equipment maintained by the Contractor. Please provide a list of any specialty equipment.

5. The Contractor shall tow; recover; load, unload or re-load cargo; have the capability of obtaining specialized equipment or services in a timely manner; remove debris, clear the scene; etc. Specialized equipment or services may include, but are not limited to, cranes, cargo movers, hazardous materials cleanup companies, etc. Provide the name of the licensed hazardous materials cleanup company or companies you intend to utilize.

6. Contractor agrees to secure and store valuable cargo if requested by the Director of Public Safety or his authorized representative until such time as the owner is able to reclaim the valuable cargo. Contractor shall make notification to the owner of the property within 24 hours of taking control of that property and shall maintain a record of that contact. This record will include the name of the person making the notification, the date and time of notification, and the name and title (if any) of the person contacted. Contractor agrees to secure and store cargo that is evidentiary in nature if requested by the Director of Public Safety or his authorized representative. Contractor will provide space for the scientific processing of commercially towed vehicles and/or cargo if such processing is required.

Unless otherwise ordered to be held by the Division of Police, Contractor shall have the authority to release valuable cargo to the proper parties during hours that the Impound Unit is closed for releases. By way of example only, such valuable cargo might include perishable goods.

7. Once the Contractor has arrived at the scene of the incident, the tow may be treated as a private tow only if requested by the person responsible for the vehicle and approved by the Division of Police on-scene supervisor. The Contractor shall provide the name and title of the person requesting the change to the on-scene supervisor so that supervisor can then

notify radio communications of the change in status. At the time of conversion to a private tow, the Contractor assumes all responsibility and liability for the vehicle and cargo.

8. Contractor shall at its own expense dispose of solid waste, such as by way of example only, trash, tires, and bricks, contained in any impounded vehicle or watercraft.

9. If the City enters into contract with two (2) or more commercial towing firms, the Director shall in his discretion select a method of assigning commercial tows among vendors.

10. The contract for these services shall contain an insurance requirement substantially in accordance with the following:

#### **Insurance**

A. The Contractor shall maintain, at its own expense and at all times during the term of the contract, a policy or policies of insurance in an amount not less than one million dollars (\$1,000,000.00) for automobile liability or garage liability and garagekeepers legal liability coverage in an amount not less than three hundred thousand dollars (\$300,000.00) insuring Contractor and the City against any suit, claim, loss, cost, damage or injury to persons or property arising out of or connected with or incidental to, either directly or indirectly, the exercise of Contractor's rights under the contract or the covenants and obligations of Contractor under the contract.

B. The policy or policies required under this Agreement shall name the City as an additional insured and shall contain the following special provision:

**"The Company agrees that ten (10) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the Agreement involved, written notice will be sent by certified mail to the Director of Public Safety of the City of Cleveland."** In addition, Contractor shall itself notify the Director of Public Safety in writing of the cancellation or reduction of any insurance required by this Agreement. In addition to the remedies provided in the General Conditions, the cancellation or reduction of any insurance coverage required by this Agreement shall result in the removal of Contractor from the rotation list. As soon as practicable after the execution of this Agreement, Contractor shall provide the Director with a certificate of insurance for the insurance policy or policies required under this Agreement. Such policy or policies shall as to form, coverage, and carrier be satisfactory to and approved by the Director. If at any time the coverage or carrier on any policy shall become unsatisfactory to the Director, Contractor shall forthwith, provide a new policy meeting the requirements of the Director. The additional insured coverage provided the City under Contractor's insurance policy shall be primary with respect to Contractor's premises and operations, notwithstanding other insurance covering the City.

[End of Detail Specifications for Item 2]

#### **GENERAL CONDITIONS**

The provisions of these general conditions apply to all Items and alternates. They will be incorporated into any contract for services under this Request for Proposals.

As used in this RFP document:

- a) "Director" means the Director of Public Safety of the City of Cleveland.
- b) "Contractor" means a vendor that enters into contract with the City of Cleveland as a result of this Request for Proposals.
- c) "Contract" and "Agreement" have the same meaning.
- d) "Gross ton" means a unit of weight equivalent to 2,240 pounds.
- e) "Net ton" means a unit of weight equivalent to 2,000 pounds.
- f) "Motor vehicle" includes "vehicle" and both terms shall be construed to include watercraft.
- g) "Person" includes an individual, corporation, business trust, estate, trust, partnership, and association. [RC 1.59 (C)]

#### **Section 1. Licensing Requirements**

A. Contractor shall obtain from all government authorities, including the City, having jurisdiction over the operations and premises of Contractor all licenses, certificates, permits, or other authorizations which may be necessary to perform the work of this Agreement.

B. Contractor shall furnish, upon the execution of this Agreement, and at such other times as may be requested by the Director, the original, or a certified copy of the original, license, certificate, permit, or other authorizations that are or may be necessary to perform any of the duties, covenants, and obligations required by Contractor under this Agreement.

C. If a license, certificate, permit or other authorization necessary to perform the work of the contract is suspended, revoked, or expires without renewal, the Contractor shall immediately notify the Director in writing.

#### **Section 2. Compliance Requirements**

A. Contractor, its officers, agents, employees, and any other persons over which Contractor has control shall comply with present and future laws and ordinances of the City, State, and other governmental bodies, all present and future rules and regulations issued under them, and directives of the Director applicable to or affecting directly or indirectly the Contractor or its operations, activities or premises. This Agreement is expressly made subject to all such laws, ordinances, rules and regulations and no provision of this Agreement shall be construed so as to restrict the authority of the City of Cleveland to enact, promulgate, amend, or repeal any ordinance, rule, or regulation which may be directly or indirectly applicable to the Contractor or its operations, activities, or premises.

B. Contractor shall pay all costs, expenses, claims, fines, penalties, and damages that may in any manner arise out of or be imposed because of Contractor's failure to comply with Paragraph A of this Section and, in any event, agrees to indemnify the City against all liability with reference to the same.

#### **Section 3. Non-Transferability**

Contractor may not assign, transfer, or subcontract this Agreement, Contractor's rights under this Agreement, or the services to be rendered by Contractor under this Agreement, without the prior written approval of the Director.

**Section 4. Subcontractors**

Contractor shall not sublet or subcontract nor shall any subcontractor commence performance of any part of the work or services included in this Agreement without the previous written consent of the Director of Public Safety. Subletting, if permitted, shall not relieve Contractor of any of its obligations under this Agreement.

Contractor shall be and remain solely responsible to the City for the acts or faults of any such subcontractor and of such subcontractor's officers, agents, and employees, each of whom shall for this purpose, be deemed to be an agent or employee of Contractor to the extent of its subcontract. Contractor shall file a conformed copy of the applicable subcontract with the City. Contractor and any subcontractor shall jointly and severally agree that the City of Cleveland is not obligated to pay or to be liable for the payment of any sums due any subcontractor.

**Section 5. Indemnification**

A. Contractor shall protect, indemnify, defend and hold harmless the City of Cleveland and its respective officers, agents, employees, successors, and assigns, from and against any and all suits, loss, claims, expenses, actions, causes of action, costs, damages, liability and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any negligent act or omission or breach of the Contractor, its agents, employees, licensees, invitees, that result in loss of life or damage or injury to persons or property of any person, including, but not limited to, the agents, employees, contractors, invitees, and licensees of either the City or Contractor and to the property of them arising out of or connected with or incidental to, either directly or indirectly, the exercise of Contractor's rights under contract or the covenants and obligations of Contractor under the contract.

B. The Contractor shall, at its own expense, defend the City in litigation of the nature described in the preceding paragraph, pay all attorney fees, damages, court costs and other expenses arising out of such litigation or claims incurred in connection therewith; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the City or any of its officers, agents or employees, arising out of litigation of the nature described in the preceding paragraph.

C. The provision of this Section and the provisions of all other indemnity provisions contained in this Agreement shall survive the expiration or earlier termination of this Agreement.

**Section 6. Workers' Compensation**

A. Contractor shall be required at all times during the term of this Agreement to subscribe to and comply with the Workers' Compensation Laws of the State of Ohio and pay such premiums as may be required under said act and shall hold the City harmless from any and all liability from or under said act.

B. Contractor shall furnish at the time of execution of this Agreement, and at such other times as may be requested by the Director, a copy of the official Certificate of Premium Payment acknowledging the receipt of said Workers' Compensation payments.

**Section 7. Social Security Act**

Contractor is and shall remain an independent contractor with respect to all services performed under this Agreement. Contractor accepts full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment benefits, pensions, and annuities now or hereafter imposed upon the wages, salaries, or other remuneration paid to persons employed by Contractor on work performed under this Agreement by any state or federal laws, rules, or regulations.

Contractor accepts full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment benefits, pensions, and annuities now or hereafter imposed by any state or federal laws, rules, or regulations upon the wages, salaries, or other remuneration paid to persons employed by Contractor on work performed under this Agreement.

The Contractor shall meet all the requirements of these state and federal laws and the rules and regulations issued under them, and shall indemnify and save harmless the City of Cleveland from any such contributions or taxes or liability for payments required to be made by Contractor.

**Section 8. Equal Opportunity**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the contractor setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.

(3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) It is the policy of the City that local businesses, minority-owned businesses and female-owned businesses shall have every practicable opportunity to participate in the performance of contracts awarded by the City subject to the applicable provisions of the Cleveland Area Business Code.

(5) The contractor shall permit access by the Director or his or her designated representative to any relevant and pertinent reports and documents to verify compliance with the Cleveland Area Business Code, and with the

Regulations. All such materials provided to the Director or designee by the contractor shall be considered confidential.

(6) The contractor will not obstruct or hinder the Director or designee in the fulfillment of the duties and responsibilities imposed by the Cleveland Area Business Code.

(7) The contractor agrees that each subcontract will include this Equal Opportunity Clause, and the contractor will notify each subcontractor, material supplier and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The contractor shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Code.

(Codified Ordinance Section 187.22)

#### **Section 9. Severability**

In the event any term or provision of this Agreement shall for any reason be held invalid, illegal, or unenforceable by any court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement, and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same has been held to be invalid, illegal, or unenforceable, had never been contained in this Agreement.

#### **Section 10. Default**

A. Contractor shall be in default of this Agreement if any of the following occur:

1. Contractor makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition under the bankruptcy or any other law or statute of the United States or any state or local governmental body, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property;

2. Contractor abandons or discontinues its operations for the City except when such abandonment or discontinuance is caused by fire, earthquake, war, strike, or other calamity beyond its control;

3. Contractor fails to keep, perform, or observe any duty, promise, covenant or agreement to be kept, performed, or observed by it under this Agreement.

B. Upon the happening of any one or more of the events set forth in Paragraph A of this Section, or upon any other default or breach of this Agreement, the City may, at its option, exercise, concurrently or successively, any one or more of the following rights and remedies:

1. Suspend Contractor from the work of the contract for such period of time as the Director of Public Safety, in his sole discretion, determines is in the best interests of the City; or

2. Bring suit to enjoin any breach or threatened breach by Contractor or any covenants, agreements, terms, provisions, or conditions of this Agreement; or

3. Bring suit to require performance of any covenant, agreement, term, provision, or condition, devolving upon Contractor or to recover damages for nonperformance thereof all without terminating this Agreement; or

4. Bring suit for the collection of amounts for which Contractor may be in default or for the performance of any other covenant, promise, or agreement devolving upon Contractor or performance or damage therefore, all without terminating this Agreement; or

5. Without waiving any default, perform any obligation required to be performed by Contractor, and any amounts paid or expended by the City in fulfilling the obligations of Contractor including all interest, costs, damages, attorneys' fees, and penalties shall be repaid by Contractor to the City on demand with interest thereon at the rate of six per cent (2%) per annum from the date of such payment or expenditures; or

6. Terminate this Agreement and the rights of Contractor under this Agreement.

C. All rights and remedies granted to the City under this Agreement and any other rights and remedies which the City may have at law and in equity are hereby declared to be cumulative and not exclusive and the fact that the City may have exercised any remedy without terminating this Agreement shall not impair the City's rights thereafter to terminate or to exercise any other remedy granted under this Agreement or to which it may be otherwise entitled.

D. No waiver by the City at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, or covenant of this Agreement or of the strict and prompt performance thereof. No delay, failure, or omission of the City to take or to exercise any right, power, privilege, or option arising from any default shall be construed as a waiver of any such right, power, privilege, or option. No waiver shall be valid against the City unless reduced to writing and signed by an officer of the City duly empowered to execute same.

#### **Section 11. Termination**

In addition to any other rights or remedies contained in this contract, the City shall have the right to terminate the contract at any time on a thirty day written notice to Contractor if and when the City determines such termination is in the public interest.

#### **Section 12. Miscellaneous**

A. Contractor agrees that no representations or warranties of any type shall be binding upon the City unless expressly authorized in writing.

B. This Agreement does not constitute Contractor as the agent or representative of the City for any purpose whatsoever. Neither a partnership nor a joint venture is created under this Agreement.

C. The headings of each section and paragraph, to the extent used in this Agreement, are used for reference only, and in no way define, limit, or describe the scope or intent of any provision of this Agreement. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written in number and gender.

D. This Agreement shall be construed in accordance with the laws of the State of Ohio.

E. This Agreement constitutes the entire agreement of the parties on the subject matter of this Agreement, and the same shall not be changed, modified, discharged, or extended except by written instrument executed by both parties pursuant to the laws of the State of Ohio and the ordinances and Charter of the City of Cleveland.

**QUALIFICATIONS OF VENDOR FORM  
SCHEDULE OF ITEMS AND PROPOSAL FORM**

COMPLETE & SIGN BELOW
NAME OF FIRM
STREET ADDRESS
CITY STATE ZIP CODE
AUTHORIZED SIGNATURE
DATE

The above named vendor proposes to perform the following contract Item(s) in accordance with the terms and conditions contained in the Detail Specifications, General Conditions and other parts of this Request for Proposals ("RFP") document, and to enter into contract to perform the work if selected by the City of Cleveland:

[Please place a mark next to each Item for which you are submitting a proposal.]

- \_\_\_\_\_ ITEM 1 - TOWING - NON-COMMERCIAL
- \_\_\_\_\_ ITEM 2 - TOWING - COMMERCIAL

Vendors, please complete and submit with your proposal this form, the "Qualifications of Vendor Form" (found at page 23), and Cleveland Area Business Code Schedules 1, 2, 3, and 4 (found in the Appendix). Include as many sheets as needed to present your proposal. Also submit with your proposal copies of all licenses, permits, certificated or authorizations needed to conduct the work, and all items required to be submitted by this RFP whether or not their submission is noted here.

**QUALIFICATIONS OF VENDOR**

The undersigned submits the following information relative to its qualifications to fulfill the specifications for the contract. Attach additional sheets to answer the questions, if needed.

**CORPORATE OWNERSHIP:** If the business is incorporated, enter the names of all shareholders holding more than ten (10) percent of the voting shares in the corporation, with their addresses; or if it's a business association, please identify the nature of the association and identify all business partners; or if a joint venture, identify the parties to the venture:

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**EXPERIENCE:** Provide a brief history of the firm and the experience that it brings to the task:

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**FACILITIES PROPOSED TO BE USED:** The vendor state that it owns or has access to, for immediate use on the proposed work, the following facilities: (Give locations, ownership, and a description of each facility.)

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RESOURCES/EQUIPMENT: The vendor states that it owns and has available, for immediate use on the proposed work, the following equipment, and other resources:

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SUSPENSION OR REVOCATION OF LICENSE OR PERMIT: Please disclose any suspension or revocation of a license or permit related to your business within the three-year period preceding the submission of the proposal. If no suspensions or revocations have occurred, state that in this space:

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SUBCONTRACTORS:

If you propose to or use any subcontractor(s), please identify them below and describe the services and equipment they are proposed to provide. If you do not propose to use any subcontractors, state that in this space:

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NOTE: Upon request of the Director of Public Safety, you will be expected to amplify the foregoing statements as necessary to demonstrate your ability to successfully perform the work in a satisfactory manner.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name and title if applicable

\_\_\_\_\_  
Date

**ORDINANCES**

*Note: this is a selection of ordinances that may pertain to this contract. The Codified Ordinances may be viewed in their entirety at [clevelandcitycouncil.org](http://clevelandcitycouncil.org)*

**135.42 Contracts for Towing, Storage and Disposal of Impounded Motor Vehicles**

(a) *Contracts Authorized.* The Director of Public Safety may enter into contract for the following services:

(1) For the towing of vehicles and motor vehicles, including commercial vehicles, authorized to be impounded by these Codified Ordinances;

(2) For the storage of impounded vehicles and motor vehicles;

(3) For the disposal and salvaging of impounded vehicles and motor vehicles that are unclaimed or abandoned.

(b) *Term.* The term of any contract authorized by this section shall not exceed two (2) years with one (1) two (2) year option to renew, exercisable by the Director of Public Safety if authorized by additional legislative authority.

(c) *Salvage Vehicle Proceeds.* Each contract for the towing of non-commercial or commercial vehicles shall contain a provision that provides that the division of monies received when vehicles are salvaged shall be as follows: the towing firm that impounded the vehicle shall be paid thirty percent (30%) of the salvage proceeds. The storage company shall be paid sixty percent (60%) of the proceeds, not to exceed the amount authorized for its services in these Codified Ordinances. The City of Cleveland shall be paid ten percent (10%) of the proceeds, and shall also receive any monies that are not paid to the storage firms because the percentage to which they would otherwise be entitled exceeds the amount authorized for their services in these Codified Ordinances.

(d) *Commercial Tow Rates.* Each contract entered into under the authority of division (a)(1) for the towing of commercial vehicles shall require that the tower provide to the Director of Public Safety its schedule of commercial towing rates, which shall not be higher than those charged to its most favored customers. The Director of Public Safety shall have the right to audit the records of each commercial tower to verify compliance with

this requirement, and may by contract impose sanctions on any vendor that fails to comply, up to cancellation of the contract. No changes to a commercial tower's schedule of rates shall take effect until thirty (30) days after written notice to the Director of Public Safety of the revised schedule.

(e) *Payment for Process Tows and Other Costs by the Division of Police Authorized.* Each contract for the towing of motor vehicles entered into under the authority of this section:

(1) Shall provide that the Division of Police shall pay the costs of towing any non-commercial or commercial vehicle in any case in which the vehicle was impounded for processing by the Division of Police and the person reclaiming the vehicle is the victim of a crime and is not liable for the towing fees under these Codified Ordinances; and

(2) May provide that the Division of Police pay the costs of disposal of solid wastes contained in impounded vehicles or incidental to the impoundment, and the costs of disposal of non-salvageable watercraft, vehicles or items, under such conditions as the Director of Public Safety may specify in the contract.

The costs authorized to be paid by the Division of Police under this division shall be paid from the proper appropriation account as determined by the Director of Finance.

(f) *Disposal Firms' Qualifications.* Any contract for the services described in division (a)(3) of this section shall be performed by a motor vehicle salvage dealer as defined in RC 4738.01 or a scrap metal processor as defined in RC 4737.05.

(Ord. No. 1543-12. Passed 12-3-12, eff. 12-6-12)

#### **345.04 General Industry Districts [only the first part of this section is shown]**

(a) *Permitted Building and Uses.* Within any General Industry District the following buildings or uses are permitted; no building or premises shall hereafter be erected, altered, used, arranged or designed to be used, in whole or in part for other than one or more of the following specified uses:

(1) All buildings and uses permitted in a Semi-Industry District without the restrictions contained in Section 345.03 applying to such buildings or uses except that:

A. Loading or unloading platforms of motor freight depots or trucking terminals shall not be less than fifty feet from the street line unless such platforms are so located that freight handling vehicles will not stand or maneuver in the space between the platform and the street line.

B. Dusty material storage and handling shall be subject to the limitations and restrictions of Section 347.05.

C. All buildings and uses shall conform to other applicable regulations of this Zoning Code and other applicable statutes, ordinances, rules or regulations.

(2) Any industrial, manufacturing, commercial or other nonresidential use, except the uses hereinafter listed as prohibited uses in a General Industry District.

(3) The open yard storage of secondhand lumber or other used building material, junk, paper, rags, unrepaired or uncleaned containers or other salvaged articles provided the lot upon which the storage use occurs is located no closer than 500 feet to a residence district, and such uses are enclosed within a minimum seven-foot high solid masonry wall or solid, nontransparent, well-maintained substantial fence not closer to the street line than the set-back building line. Such wall or fence may have one opening not more than twenty feet in width for street access, and may have two such openings if the wall or fence along the street is more than 200 feet in length.

(4) The operation of wrecking or dismantling of motor vehicles, or the storage of motor vehicles, pending wrecking or dismantling, in areas with a minimum area of 50,000 square feet providing such premises is enclosed within a minimum seven-foot high solid masonry wall or slightly solid, nontransparent, well-maintained substantial fence. Such wall or fence may have one opening not more than twenty feet in width for street access and may have two such openings if the wall or fence along the street is more than 200 feet in length. All walls or fences referred to in this chapter shall be neatly constructed, kept in good order and repair; no printing, lettering or advertisement shall be made part of or attached thereto or painted on the outside of the wall or fence, except that a sign located at the entrance to the yard may be provided to identify the yard.

#### **405.04 Storage Fee at Vehicle Pound**

Whenever any vehicle, except a bicycle, is stored in a vehicle pound for any reason, the person reclaiming the vehicle shall be charged a storage fee of nine dollars (\$9.00) for the first five days or fraction thereof, and thereafter shall be charged six dollars (\$6.00) for each day or fraction of a day. No fee for storage shall be charged when the vehicle is the property of the victim of a crime and said vehicle is being held by the Division of Police for processing.

(Ord. No. 2208-2000, Passed 6-19-01, eff. 6-27-01)

#### **405.06 Impounding and Towing Fees**

(a) In addition to the storage fee provided for in Section 405.04, the following fees shall be assessed against the owner or other person claiming an impounded vehicle:

(1) An impound fee of thirty dollars (\$30.00), except that the impound fee shall be reduced to ten dollars (\$10.00) for a person reclaiming a recovered stolen vehicle.

(2) A towing fee of one hundred dollars (\$125.00), except that the towing fee shall be reduced to fifty dollars (\$50.00) for a person reclaiming a recovered stolen vehicle, and shall be increased to one hundred and fifty dollars (\$175.00) for a person reclaiming a vehicle impounded incident to an arrest.

The towing charge shall be increased by twenty dollars (\$35.00) if a dolly or flatbed is used or if a tire or tires are changed.

(b) No towing or impounding fees shall be charged when the vehicle is the property of the victim of a crime and such vehicle is being held by the Division of Police for processing.

(Ord. No. 857-14. Passed 8-20-14, eff. 8-22-14)

#### **405.08 Impounding Commercial Vehicles; Fees**

(a) **Storage fee.** Notwithstanding the provisions of Section 405.04, whenever any commercial vehicle is impounded and stored, either in a vehicle pound operated by the City or other area designated by the Director of Public Safety, a charge of ten dollars (\$10.00) per day or fraction thereof in excess of twenty-four (24) hours, shall be charged for the storage of all commercial vehicles not exceeding five (5) tons net weight, and a charge of twenty dollars (\$20.00) per day or fraction in excess of twenty-four (24) hours, shall be charged for the storage of all commercial vehicles in excess of five (5) tons net weight.

(b) **Towing fees.** Notwithstanding the provisions of Section 405.06, the fees for towing a commercial vehicle will be assessed in accordance with this division. Each firm that is under contract with the City for the towing of commercial vehicles under the authority of Section 135.42 shall be paid in accordance with the schedule of its commercial rates on file with the Director of Public Safety as required by division (d) of Section 135.42.

(c) **Impounding fee.** An impounding fee of thirty dollars (\$30.00) shall be charged.

(d) **Fees assessed.** The storage and impounding fees provided for in this section shall be assessed against the owner or other person claiming such impounded vehicles.

(Ord. No. 292-07. Passed 6-11-07, eff. 6-15-07)

#### **405.13 Auctioning of Impounded Motor Vehicles that are Unclaimed or Abandoned**

(a) The Director of Public Safety may arrange for the auction of non-commercial and commercial vehicles that are impounded under the authority of these Codified Ordinances, other than vehicles subject to forfeiture under Chapter 2933 of the Revised Code where the disposition of the vehicle is governed by that chapter, and that are unclaimed or abandoned and authorized to be disposed of under Chapter 4513 of the Revised Code or other applicable law. The provisions of this section do not limit the authority of the Director of Public Safety to dispose of such vehicles under any contract that the Director may have entered into with motor vehicle salvage dealers or scrap metal processing facilities under the authority of division (a)(3) of section 135.42 for the disposal of such vehicles.

(b) If a vehicle is auctioned under the authority of this section, then the proceeds of the auction shall be deposited in an agency fund. The proceeds of the auction shall be disbursed from the agency fund in the following priority: the towing firm that impounded the vehicle shall be paid first, in the amount authorized for its services in these Codified Ordinances, up to the amount of the proceeds obtained. The storage company shall be paid next, in the amount authorized for its services in these Codified Ordinances, for storage for the number of days that the vehicle was stored or 30 days, whichever is less, up to the amount of proceeds remaining after the towing firm is paid. Any other costs required to be paid by the City in connection with the auction shall be paid next, up to the amount of the proceeds remaining after the towing and storage firms are paid as provided in this division. Any remaining funds shall be paid to the credit of the general fund.

(c) The Director of Public Safety may allow a vendor under contract with the City under the authority of section 135.42 for the towing of commercial vehicles to itself conduct the auction of unclaimed commercial vehicles under such terms as the Director may prescribe. In any such case, the proceeds obtained at auction shall be dispersed by the vendor in the same amounts as that specified in division (b) of this section for auctions conducted by the City.

(Ord. No. 292-07. Passed 6-11-07, eff. 6-15-07)

### **Chapter 677A — TOW TRUCKS - selected ordinances**

#### **677A.02 License Required**

(a) No owner of a tow truck shall permit such tow truck to be used for the purpose of towing in the City unless a valid tow truck owner's license, obtained pursuant to this chapter, has been issued and is in force for that tow truck.

(b) This section does not apply when the property being towed is owned by the person doing the towing, and is being transported for recreation, sport or show, or when the property being towed has been picked up outside the City and is either in the process of being delivered to a location in the City, or is being towed through the City to be delivered elsewhere.

(c) Evidence of the ownership of a vehicle being towed shall be presented to a police officer or inspector upon demand and shall consist of either a certificate of title or a bill of sale for the vehicle.

(Ord. No. 1053-A-80. Passed 1-12-81, eff. 2-21-81)

#### **677A.04 Issuance of License**

Upon approval of the application provided for in Section 677A.03, the Commissioner of Assessments and Licenses shall issue the license and, as evidence thereof, a metal tag bearing the number of the license. The tag shall be six inches by eight inches and of an annual contrasting color as determined by the Commissioner. The tag shall be permanently fixed to the front bumper of the licensed tow truck.

(Ord. No. 1053-A-80. Passed 1-12-81, eff. 2-21-81)

#### **677A.05 Term of License**

All licenses issued pursuant to Section 677A.04 shall be issued for a period of two years, expiring on the 30th day of September in odd numbered years, unless sooner revoked by the Commissioner, provided, however, that any license issued pursuant to Section 677A.04 between the effective date of this section and September 30, 1993 shall expire on September 30, 1995 unless sooner revoked by the Commissioner.

(Ord. No. 228-93. Passed 2-8-93, eff. 2-16-93)

#### **677A.09 Liability Insurance Required**

Each owner of a tow truck shall furnish, at the time of application and/or renewal of such license, a certificate of insurance or an acknowledgment thereof, by an insurance carrier licensed to do business in the State, evidence of garagekeepers' legal liability, to protect property left in his care, custody or control, in an amount not less than one hundred thousand dollars (\$100,000) and general liability in an amount not less than three hundred thousand dollars (\$300,000). The provisions of this section relating to garagekeepers' legal liability shall not apply to a tow truck owner who establishes to the satisfaction of the Commissioner of Assessments and Licenses that such owner does not own, operate or maintain garage or vehicular storage facilities.

(Ord. No. 1053-A-80. Passed 1-12-81, eff. 2-21-81)

#### **677A.10 Tow Truck Identification**

Any person engaged in the business of offering towing services shall have imprinted on both sides of any vehicle used as a tow truck, slide or tilt-bed carrier, or car hauler, the name, address and telephone number of the person owning such vehicle. The name shall be printed in letters at least three inches high and not less than three-eighths of an inch wide, while the address, place and phone number shall be in letters two inches high and not less than three-eighths of an inch wide. Lettering shall be done in color which will contrast sharply with the

background upon which it is painted and shall be placed in such position as to be easily seen by anyone wishing to identify the vehicle. Markings shall be kept clear and distinct at all times.

(Ord. No. 1053-A-80. Passed 1-12-81, eff. 2-21-81)

#### **677A.12 Transport Sheet Required**

Tow truck operators shall at all times maintain a current transport sheet containing the following information in the proper sequence on motor vehicles that are moved from one location to another:

- (a) Date and time;
- (b) Moved vehicle owner's name and address;
- (c) Moved vehicle's serial or license number; serial number required if vehicle is taken anywhere other than licensee's lot;
- (d) Year, make and model of moved motor vehicle;
- (e) Location of origin of transport;
- (f) Location of destination of transport;
- (g) Amount of charges;
- (h) Name of person who authorized transport.

Such entries on the transport sheet are to be made at the time of each act and recorded legibly, accurately and completely as directed in this section. These transport sheets shall be made available for inspection upon the request of any police officer. This section shall not apply to salvage motor vehicle dealers.

No tow truck shall have in tow a motor vehicle for which the operator does not have in his possession authorization to remove such vehicle. The authorization of the owner or of an officer of the Police Division shall include, but not be limited to, the name of the owner of such motor vehicle, the name and telephone number of the person authorizing the moving of the motor vehicle, the motor vehicle registration number and/or the vehicle identification number.

(Ord. No. 1053-A-80. Passed 1-12-81, eff. 2-21-81)

#### **677A.13 Records**

The owner of a truck shall maintain an accurate and complete file of transport sheets for each driver employed by him or her, including the owner if he or she is also an operator. Transport sheets shall be filed by date of occurrence and retained for a period of six months. Upon the request of the Director of Public Safety or his or her designee, such sheets shall be immediately available for inspection.

(Ord. No. 1053-A-80. Passed 1-12-81, eff. 2-21-81)

#### **677A.14 Drivers' Licenses**

Every person driving a tow truck shall be licensed. Each applicant for a driver's license shall:

- (a) Be eighteen (18) years of age or over and an American citizen (or have declared his or her intention to become a citizen) on the date of such application;
- (b) Be of sound physique, with good eyesight and not subject to epilepsy, vertigo, heart trouble or any other infirmity of body and mind which might render him or her or her unfit for the safe operation of a public vehicle;
- (c) Exhibit minimal competency in reading and writing the English language;
- (d) Produce, on forms provided by the Commissioner of Assessments and Licenses, two (2) character references of persons not related to the applicant; and
- (e) Fill out, on a form provided by the Commissioner, a statement giving his or her full name, residence and places of residence for five (5) years previous to moving to his or her present address; his or her age, height, color of eyes and hair and place of birth; the length of time he or she has resided at his or her present address; whether or not he or she is a citizen of the United States; places of previous employment; whether or not he or she has ever been arrested or convicted of a felony or misdemeanor; whether or not he or she has been summoned to court; whether or not he or she has previously been licensed as a driver or chauffeur, and if so, whether or not his or her license has ever been revoked and for what cause. Such statement shall be signed and sworn to by the applicant, and filed with the Commissioner, as a permanent record.

Any false statement made by the applicant shall be promptly reported by the Commissioner to the prosecuting attorney. The Commissioner is authorized to establish such additional rules and regulations, covering the issuance of drivers' licenses, not inconsistent with this chapter, as may be necessary and reasonable.

(Ord. No. 1551-10. Passed 12-6-10, eff. 12-10-10)

#### **677A.16 Drivers' Photographs**

(a) Each applicant for the driver's license provided for in Section 677A.14 shall file with his or her application three unmounted, unretouched photographs of himself or herself, in such position as the Commissioner of Assessments and Licenses may direct, taken within thirty days preceding the filing of his or her application. Photographs shall be of a size which may be easily attached to his or her license. One of the photographs shall be attached to his or her license when issued, and the others shall be filed with the application in the office of the Commissioner.

The photograph shall be so attached to the license that it cannot be removed and another photograph substituted without detection. Each licensed driver shall, on demand of an inspector of licenses, a policeman or an affected citizen, exhibit his or her license and photograph for inspection.

Where the application for a license is denied, two copies of the photograph shall be returned to the applicant by the Commissioner.

(b) Applications with photographs attached shall forthwith be forwarded to the Bureau of Criminal Identification, Police Division. No license shall be issued under this chapter until the receipt in writing from such Bureau of a report showing the result of the investigation of the application.

(Ord. No. 1053-A-80. Passed 1-12-81, eff. 2-21-81)

#### **677A.19 License Certificate**

The Commissioner of Assessments and Licenses shall issue a license certificate, bearing the photograph of the licensee, to each person licensed as the driver of a tow truck. Such license certificate must, under penalty of suspension or revocation of the license, be conspicuously displayed at all times in the vehicle operated by such

licensee and in the manner required by the Commissioner. The certificate shall be of such form and design as the Commissioner prescribes.

(Ord. No. 1053-A-80. Passed 1-12-81, eff. 2-21-81)

**677A.22 Suspension or Revocation of License**

A driver's license issued under this chapter may be suspended or revoked at any time by the Commissioner of Assessments and Licenses on his or her own initiative or on the recommendation of the Chief of Police. Before suspending or revoking such license, the Commissioner shall afford the licensee the opportunity of a hearing on the charges. The licensee may appeal from such order in the manner provided in Section 677A.08. A second suspension for the same reason, or a third suspension in any case, of a driver's license shall operate as a revocation of such license. No driver whose license has been revoked shall again be licensed as a tow truck driver in the City without the presentation of reasons satisfactory to the Commissioner. The Commissioner shall notify the Police Division of all suspensions or revocations of drivers' licenses.

(Ord. No. 1053-A-80. Passed 1-12-81, eff. 2-21-81)

**677A.99 Penalty**

Whoever violates any provision of this chapter shall be guilty of a misdemeanor of the second degree and shall be fined not more than seven hundred fifty dollars (\$750.00) or imprisoned not more than ninety days, or both. Any such violation shall constitute a separate offense on each consecutive day continued.

(Ord. No. 1053-A-80. Passed 1-12-81, eff. 2-21-81)

[End of Request for Proposals Document]

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