

**CITY OF BATAVIA**  
100 N. Island Ave., Batavia, IL 60510  
(630) 454-2000 <http://www.cityofbatavia.net>

**GOVERNMENT SERVICES COMMITTEE AGENDA**

Monday, January 14, 2013

7:30 p.m. – City Council Chamber 1<sup>st</sup> Floor

1. Roll Call

2. Approve Minutes For December 10, 2012

Documents: [GOV 12-12-10M.PDF](#)

3. Items Removed/Added/Changed

4. Resolution 13-01-R Police Authorized Tow Contracts (Gary Schira 1/2/13)

Documents: [RESOLUTION 13-01-R POLICE TOW CONTRACTS.PDF](#)

5. Policy For Public Speakers At Council Meetings (WRM 1/11/13)

Documents: [JANUARY 11, 2013 POLICY REGARDING PUBLIC SPEAKERS  
WRM.PDF](#)

6. Project Status Update

7. Other

8. Matters From The Public

9. Adjournment

**MINUTES**  
**December 10, 2012**  
**Government Services Committee**  
**City of Batavia**

PLEASE NOTE: These minutes are not a word-for-word transcription of the statements made at the meeting, nor intended to be a comprehensive review of all discussions. Minutes are intended to make an official record of the actions taken by the Committee/City Council, and to include some description of discussion points as understood by the minute-taker. Any references to discussion and/or statements are only to provide greater clarity to the public and they may not reference all, some, or any of an individual speaker's comments.

Vice Chairman Sparks called the meeting to order at 7:30 p.m.

**1. Roll Call**

**Members Present:** Aldermen Liva, Sparks, Stark, Tenuta, and Thelin Atac  
**Members Absent:** Aldermen Chanzit and Dietz  
**Also Present:** Alderman Volk, Jason Bajor, Assistant City Administrator; Mayor Schielke (7:40 p.m.), and Connie Rizo, Recording Secretary

**2. Approve Minutes for September 10, October 8, October 22, November 8, and November 26, 2012**

**Motion:** To approve the 9/10/12, 10/8/12, 10/22/12, 11/8/12, and 11/26/12 Government Services Committee meeting minutes.  
**Maker:** Stark  
**Second:** Thelin Atac  
**Voice vote:** 5 Ayes, 0 Nays, Motion Carried.

**3. Items Removed/Added/Changed**

None.

**4. Water Street Studios Class F Liquor License (JDS 12/7/12)**

Jason Bajor indicated this agenda item was in regard to a special liquor license for two events that are to take place at Water Street Studios. Bajor stated the owner-operator would be the Gammon Coach House. Bajor stated they submitted their application fee, the dram shop insurance, and necessary paperwork. Bajor shared that the events would be on 1/18/13 and 4/12/13. Ald. Stark inquired if this was like all the other events done at Water Street Studios. Bajor replied yes. Ald. Liva inquired about the applicant paying a fee for this license. Bajor stated Gammon Coach House has submitted their application, the fee, and their dram shop insurance, so it was his understanding there

was a fee. Ald. Tenuta indicated it was her understanding that there was a fee. Bajor stated this event was not for a non-for-profit.

**Motion:** To recommend to City Council approval of two temporary Class F Liquor License for Water Street Studios' events on 1/18/13 and 4/12/13.  
**Maker:** Thelin Atac  
**Second:** Liva  
**Voice vote:** 5 Ayes, 0 Nay, Motion Carried.

## **CONSENT AGENDA**

### **5. Ordinance 12-51: 2013 Wages and Salaries for Non-Collectively Bargained Employees (Jason Bajor 12/10/12)**

Jason Bajor stated that with the adoption of the 2013 budget this would be a document that comes into effect the wages and salaries for non-union/non-collectively bargained employees. Bajor indicated this represented a 2% wage increase to the base salaries. Bajor stated the two positions having additional changes were the GIS Technician/GIS Analyst and Staff Engineer.

Ald. Volk asked if the Staff Engineer was getting any overtime as a part-time employee. Bajor stated the position was reclassified for additional hours and mentioned that in the last month or two there were issues if there were hours worked in excess of 40 hours and they were avoided. Bajor explained that everyone was in favor of this position being exempt so there was more flexible scheduling. Ald. Volk inquired if the employee would lose money due to this reclassification. Bajor stated there would be no hardship and the incumbent preferred the reclassification and it comported with the Fair Labor Standards Act.

**Motion:** To recommend to City Council approval of Ordinance 12-51 regulating the 2013 wages and salaries for non-collectively bargained employees.  
**Maker:** Stark  
**Second:** Liva  
**Voice vote:** 5 Ayes, 0 Nays, Motion Carried.

## **CONSENT AGENDA**

Ald. Tenuta inquired if the GIS Technician was now an GIS Analyst was the position eliminated or vacant. Bajor replied that in terms of managing the classification plan it was preferable to have the positions listed that the City has employees in, so GIS Technician is no longer. Ald. Liva inquired if there was a plan to look back at comparables to other cities. Bajor indicated there was not a full blown comparable study, but rather comparison was made with 12 to 15 other communities reviewing all of

the non-union/non collectively bargained positions. Bajor stated there were some positions that came to the point of being somewhat out of the usual and customary, but nothing that showed changes needed to be affected right now. Bajor stated there are concerns of internal equity with immediate tier supervisory positions that are right above those covered by collective bargaining agreements and the process of years of wage increases being afforded to them. Bajor indicated in 2014 there may need to be addressing of these issues to avoid potential morale problems.

#### **6. Ordinance 12-52: 2013 Salaries and Wages for Paid-On-Call Members of the Fire Department (Jason Bajor 12/10/12)**

Jason Bajor stated that one of the unique aspects of the Fire Department is that there are three different types of employees: contract ambulance, paid-on-call, and full time fire fighters/fire lieutenants. Bajor stated that the compensation for the paid-on-call personnel was based upon a point system. Bajor explained that Ordinance 12-52 requested a 2% increase to the total annual allotment as well as the other allotment of the work period rate. Bajor stated there is one other adjustment to the lieutenant position placing the hourly wage at the mid-point between firefighter and fire captain. Bajor shared that in a trend moving forward they are getting away from using the rank titles for officer positions and instead making the change over to paid-on-call supervisor.

Vice Chairman Sparks inquired as to the number of paid-on-call lieutenants. Bajor replied that there was one lieutenant and one captain. Mayor Schielke advised that through attrition most retired and the Chief has it in his plan for next year to increase the number of rank personnel in the paid-on-call, but would be changing it from lieutenant to paid-on-call supervisor at the request of the IAFF. Bajor stated the operational concern expressed was that a paid-on-call supervisor that shows up on a call as a lieutenant or captain may technically outrank a full-time officer at the scene. Ald. Volk stated the codes changes were made in the City Services Committee last week to straighten out the naming conventions.

**Motion:** To recommend to City Council approval of Ordinance 12-52 for the 2013 salaries and wages for paid-on-call members of the fire department.  
**Maker:** Stark  
**Second:** Thelin Atac  
**Voice vote:** 5 Ayes, 0 Nays, Motion Carried.

#### **CONSENT AGENDA**

Ald. Liva inquired if it was \$55,458 budgeted monthly to cover the cost of all of the paid-on-call workers. Bajor stated that was annual calls backs per year. Vice Chairman Sparks stated it was call back pay.

Ald. Liva inquired about the Spring Holiday or Sunday after Spring Holiday. It was stated it was a non-denominational term for the holidays. Mayor Schielke indicated it was a movement in the region because of the diverse religious populations.

#### **7. Ordinance 12-53 through 12-58: Dissolve Ellen and Roberts Lane Special Service Areas (Scott Buening 12/5/2012)**

Jason Bajor stated this agenda item was a housekeeping matter and that the work in these two areas has been completed and the SSAs had an expiration date. Bajor stated in consultation with Kane County another ordinance needed to be passed to affect what already had been affected in the ordinances that set up the SSAs from the County's perspective.

**Motion:** To recommend to City Council approval of Ordinance 12-53 through 12-58 to dissolve Ellen and Roberts Lane Special Service Areas.  
**Maker:** Stark  
**Second:** Liva  
**Voice vote:** 5 Ayes, 0 Nays, Motion Carried.

### **CONSENT AGENDA**

#### **8. Project Status Update**

None.

#### **9. Executive Session: Collective Bargaining**

**Motion:** To adjourn to Executive Session for the purposes of discussion of collective bargaining.  
**Maker:** Stark  
**Second:** Thelin Atac  
**Voice vote:** 5 Ayes, 0 Nays, Motion Carried.

The meeting was adjourned to Executive Session at 7:55 p.m. and when Regular Session resumed at 8:04 p.m. all the same committee members were present.

#### **10. Other**

None.

#### **11. Adjournment**

A motion was made by Ald. Liva and seconded by Ald. Stark to adjourn the meeting at 8:05 p.m. All were in favor and the motion was carried.

Government Services Committee Minutes  
December 10, 2012  
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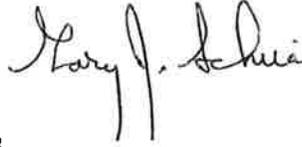
Minutes prepared by  
Connie Rizo

# CITY OF BATAVIA

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**MEMO TO:** Government Services Committee

**FROM:** Gary J. Schira  
Chief of Police



**DATE:** January 2, 2013

**SUBJECT:** Police Authorized Tow Contracts for City

The current 3-year Police Authorized Tow Contracts (2010, 2011 & 2012) for towing of vehicles because of traffic accidents, disabled vehicles, abandoned vehicles, custodial arrests, etc. technically ended at the end of November 2012. With this in mind, the B.P.D. sent out requests for proposals to 30 towing agencies for 2013, and potentially 2014 & 2015 as well. Nine (9) towing contractors responded back with proposals. All nine (9) towing contractors' proposals were thoroughly examined and site visits on all were conducted by Deputy Chief Glenn Autenrieth. A thorough synopsis of the findings was prepared by him and is attached.

It is the recommendation of Deputy Chief Autenrieth and I concur, that we continue to rotate our police authorized tows on a weekly basis between three (3) Batavia towing contractors, namely Kevin's Auto Repair & Transport, Dazzo's Auto Repair and Certified Auto (our top 3 rated towing contractors this time, as well as 3 years ago). All have performed admirably for us the last 3 years and are Batavia businesses. If for some reason, we deem any one of the three (3) towing contractors to be deficient (after warnings and time for remedial action) during the term of this new agreement, we'd like authorization to drop that contractor from our authorized list and add our #4 choice – Duke & Lee's Service in Geneva.

Therefore, I recommend that the Government Services Committee at your meeting of Monday, January 14, 2013 recommend to the City Council for its meeting of Tuesday, January 22, 2013 the approval of Resolution 13-01-R, awarding the Batavia Towing Contract to Certified Auto, Kevin's Auto Repair & Transport and Dazzo's Auto Repair on a rotation basis for the term January 1, 2013 through December 31, 2013 and authorizing the Chief of Police to insert Duke & Lee's Service in Geneva into the rotation if one of the three (3) towing contractors is removed from the list because of unremedied deficiencies.

Atts.

Copy to: W. McGrath  
D/C Autenrieth  
C. Shimp

**CITY OF BATAVIA  
RESOLUTION 13-01-R**

**APPROVING POLICE TOWING CONTRACTS**

**WHEREAS**, the City of Batavia has the need from time to time to retain towing companies to tow vehicles damaged in accidents and for other reasons; and

**WHEREAS**, the City has had contractual arrangements with towing companies since 2010 and it is proper and appropriate that such be done; and

**WHEREAS**, the City has identified four (4) towing companies that have the appropriate qualifications and facilities; and

**WHEREAS**, it is intended that three (3) of them will be used on a rotational basis of alternating weeks with the fourth (Duke & Lee's) only being used if one of the other three (3) is disqualified for poor performance; and

**WHEREAS**, it is in the best interests of the City of Batavia that the agreements with the four (4) towing companies be approved;

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BATAVIA, KANE AND DUPAGE COUNTIES, ILLINOIS AS FOLLOWS:**

**Section 1:** That the Agreements with Dazzo's Auto Repair (in Batavia), Certified Auto Repair (in Batavia), Kevin's Auto Repair (in Batavia) and Duke & Lee's Service (in Geneva) attached hereto as Exhibits 1, 2, 3 and 4 are hereby approved and the Mayor and City Clerk are hereby authorized to execute same.

**Section 2:** The Police Chief is authorized to renew said agreements for years 2 and 3 pursuant to the terms of the agreements.

CITY OF BATAVIA, ILLINOIS RESOLUTION 13-01-R

**PRESENTED** to and **PASSED** by the City Council of the City of Batavia, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**APPROVED** by me as Mayor of said City of Batavia, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Jeffery D. Schielke, Mayor

| Ward  | Aldermen   | Ayes   | Nays   | Absent   | Abstain       | Aldermen     | Ayes | Nays | Absent | Abstain |
|---|------------|--------|--------|----------|---------------|--------------|------|------|--------|---------|
| 1   | O'Brien    |        |        |          |               | Sparks       |      |      |        |         |
| 2   | Dietz      |        |        |          |               | Wolff        |      |      |        |         |
| 3   | Jungels    |        |        |          |               | Chanzit      |      |      |        |         |
| 4   | Volk       |        |        |          |               | Stark        |      |      |        |         |
| 5   | Frydendall |        |        |          |               | Theilin Atac |      |      |        |         |
| 6   | Liva       |        |        |          |               | Clark        |      |      |        |         |
| 7   | Tenuta     |        |        |          |               | Brown        |      |      |        |         |
| Mayor Schielke                              |            |        |        |          |               |              |      |      |        |         |
| VOTE:                                       |            | 0 Ayes | 0 Nays | 0 Absent | 0 Abstentions |              |      |      |        |         |
| Total holding office: Mayor and 14 aldermen |            |        |        |          |               |              |      |      |        |         |

ATTEST:

\_\_\_\_\_  
Heidi Wetzell, City Clerk



# CITY OF BATAVIA

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**JEFFERY D. SCHIELKE**  
Mayor

**MEMO TO: CHIEF GARY J. SCHIRA**

**MEMO FROM: DEPUTY CHIEF GLENN E. AUTENRIETH**

**DATE: DECEMBER 27, 2012**

**SUBJECT: TOWING BIDDER CONTRACT RECOMMENDATIONS**

I am writing in regard to the Request for Proposals (RFP's) from local towing agencies issued by the Batavia Police Department on November 29, 2012. Of the 30 agencies that were initially contacted, 9 indicated interest and responded with proposals. The following is a summary of the background research conducted on the 9 bidding agencies that I had conducted on December 18<sup>th</sup> & 19<sup>th</sup> 2012.

**Duke and Lee's Service Corp:** Is located at 609 S. Batavia Ave. in Geneva, approx. 2.5 miles from our police department. They currently tow for Geneva Police Department, Kane County Sheriff's Police, and Elburn Police Department. Duke and Lee's is currently an alternate on the Batavia Police Department tow call out list. Their storage lot is connected to the garage and towing business. The lot is secured by a 7' fence with exterior lighting. There are no video surveillance cameras or any type of alarm system for the storage area. The facility is only staffed during normal business hours with tow drivers accessible by callout. Duke and Lee's does have very limited indoor storage space for one vehicle, if needed by the department. Village Auto Body in Batavia is used as an "overflow" lot if needed. If Duke and Lee's secured the tow contract for Batavia Police Department, additional personnel will be hired and dedicated to Batavia during their rotation in the on call week. Duke and Lee's is looking into medium/heavy duty lift capability in the near future to expand their business. Duke and Lee's continue to provide good reliable tow service to other local Police Departments and currently has a driver that resides in the area of Fabyan Parkway and Rt. 25 in Batavia. Duke and Lee's does not subcontract their services out to a 3<sup>rd</sup> party business. Duke and Lee's business is well marked and can be easily located by vehicle owners. Duke and Lee's advised that they would be able to meet the required 20 min response time for towing requests. All vehicles are available for release 24/7. Duke and Lee's currently is towing for Geneva Police, Elburn Police and the Kane County Sheriff's Police. Drivers are all accessible by dispatcher and cell phone.

**Walter's Towing:** Is located at 70 Chestnut Ct. Elgin, IL. 60120, which is approx. 16 miles from our police department. Walter's towing is currently leasing a fenced in storage site in Batavia located at 849 S. Batavia Ave. The Batavia storage lot for vehicles is currently not in use and has no exterior lighting or a video surveillance system. The entire area is dark and has

no exterior lighting. The fencing is in need of repair and varies in height from 5' to 6'. Contained within the lot is a wooden storage shed that will be used as an office in the future and manned 24/7. Currently there isn't an indoor storage facility on the site but management advised that they could install "Metal – Conex" boxes on the lot if needed. Walter's Towing has vehicles staged throughout Kane Co. but currently doesn't tow for any Police Departments. The overall security of the storage lot is in question. The lot currently doesn't have any signage that would be visible from the roadway for people looking for the lot's location to recover their vehicles. Walter's Towing currently has a light to medium lift capability. Walter's Towing does not subcontract their services out to a 3<sup>rd</sup> party business. Walter's Towing advised that they would be able to meet the required 20 min response time for towing requests. All vehicles are available for release 24/7. Drivers are all accessible by dispatcher and cell phone.

**SCR Towing & Recovery:** Is located at 1313 N. Lake St. Aurora, IL. 60506, approx. 6 miles from our police department. SCR's storage lot is located to the rear of the business with 7' fencing topped with razor wire to prevent access. There is exterior lighting and video surveillance of the lot. Indoor storage is available on site, if the need arises. SCR will dedicate a tow truck to our city when they are on call for the week. Their primary focus is on light to medium lift towing and do not have a heavy lift capability at this time. If they need a heavy lift truck then they would subcontract out to Dazzo's in Batavia and Naperville Towing in Naperville. SCR does not subcontract their services out to a 3<sup>rd</sup> party business. All SCR tow drivers are "wreck master" certified, which is nationally accredited training for towing of vehicles in all conditions. SCR advised that they would be able to meet the required 20 min response time for towing requests, but feel this time would be stretched out longer during peak rush hour times. All vehicles are available for release 24/7. SCR business is well marked and can be easily located by vehicle owners. SCR currently tows for Aurora Police, Kane County Sheriff's Police, Fox Valley Park District Police, and Illinois State Police – District 15 (tollway). Drivers are all accessible by dispatcher and cell phone.

**Certified Towing:** Is located at 820 S. River St. Batavia, IL. 60510. Certified Towing is currently one of our police department authorized tow contractors. Certified Towing is located approx. 1 mile from our police department. Certified Towing & Dispatching is now completely run out of the Batavia business. There is indoor storage availability with video surveillance, along with a new renovated exterior secured fenced storage lot area with new perimeter lighting. The business is completely alarmed and monitored. A new upgraded outside video surveillance system is currently being installed at the business. Certified currently runs 5 trucks from the Batavia location and has a total of 10 trucks to rely on for towing services. Certified offers towing services for light to medium lift vehicles. Any heavy lift capability would be contracted out to Dazzo's Towing, Kaufman Bros or Tri-State Towing out of DeKalb area. Certified has a new towing tracking software that they would allow our police department web access to review all invoices regarding any police or city tow. The business will have 24/7 vehicle release for customers. The business is well marked and can be easily located by customers. Certified currently tows for Geneva Police, St. Charles Police, Naperville Police, Kane County Sheriff's Police and DuPage County Sheriff's Police. Current response times for Certified Towing has been very good when called on by Batavia Police. Drivers are all accessible by dispatcher and cell phone.

**Chad's Towing & Recovery, Inc:** Is located at 219 N. 7<sup>th</sup> St. St. Charles, IL. 60174, which is approx. 7 miles from our police department. Chad's Towing capabilities are light to medium tows and will subcontract out heavy lifts to Dazzo's in Batavia. Chad has an exterior 8' wooden

security fenced in storage lot with a large capacity to store numerous vehicles. Indoor storage is available and could accommodate several vehicles. The lot has exterior lighting and is under video surveillance system along with the interior of the business. Management felt comfortable saying they could meet the requirement of a 20 minutes response time to Batavia for police tows. The uncertainty of a timely response time is still in question, especially during peak rush hour times. Chad's currently tows for St. Charles Police, Kane Co. Sheriff's Police and Illinois State Police – Dist #2 Elgin. Chad's does release vehicles 24/7. Signage for Chad's Towing might be a problem since it is located in a residential area on a dead end road. Location lacks visible signs for customers looking to pick up their vehicles. Chad's advised that he does have an employee who lives in Geneva and takes a truck home with him every night. Chad's will subcontract with Dazzo's Towing for any heavy lift towing jobs if needed. Drivers are all accessible by dispatcher and cell phone.

**Auto Paint Techniques:** Is located at 43 Illinois Ave. Aurora, IL. 60505 and is located approx. 6 miles from Batavia. Auto Paint typically doesn't do a lot of police tows, but is on the Aurora Police towing list. Auto Paint isn't into police towing or the relocating business. The primary business is body work and painting of vehicles. Auto Paint will only do light to medium lift tows and will contact Kaufman's Towing if they need a heavy lift capability. Management advised that they only filled out the application because they had received the application in the mail. The business is not well lit nor is the signage very visible from the street, which could be confusing for customer's looking to pick up their vehicles. The exterior storage lot is a 6' chain linked fence with razor wire attached to the top. There is one motion light covering the lot, which when illuminated wasn't very bright. No other exterior lighting was noted. No exterior video surveillance equipment was installed that viewed the storage lot. Management felt confident that they would be able to respond within the 20 minutes required for a police tow in Batavia. Again, the issue would be the response times being longer during peak rush hour times. Vehicles could also be picked up 24/7 and drivers are all accessible by dispatcher and cell phone.

**Kevin's Auto Repair & Transport, Inc:** Is located at their new location of 917 First St. Batavia, IL. 60510., which is approx. 1 mile from our police department. Kevin's Towing is currently a Batavia Police Department authorized tow contractor. Kevin's Towing has an attached paved storage lot and has ample exterior lighting covering the whole exterior of the business. Video surveillance is on the interior and exterior of the business. The indoor storage can accommodate several vehicles at once. Kevin's Towing can be easily located by customers, vehicles will be able to be released 24/7 and they will have staff onsite. Kevin's Towing currently can handle light to medium towing lifts and the management is currently looking into the feasibility of purchasing a heavy lift truck for commercial vehicles. Kevin's Towing also purchased an offsite overflow storage lot, which is currently located at 1135 Mitchell Rd. in Aurora, IL. 60505. Total square footage is 5,000', surrounded by 6' chain link fence. The storage lot has stadium lighting, infrared indoor/outdoor cameras and employees are on the premises at all hours. I do not foresee this lot being used for any Batavia tows since their main facility in Batavia has more than enough space to accommodate police tows. Current response times for Kevin's Towing is very good when called on by Batavia Police. Drivers are all accessible by dispatcher and cell phone. **\*As an added note\*** In the aftermath of a major thunderstorm that hit our city this past summer causing extensive power outages on the Western Ave. Corridor and left residents without power for several days, Kevin's Towing staff voluntarily assisted city public safety, street department and electrical crews that were already overburdened and spread thin throughout the city tending to storm damage. They used their own chainsaws to help clear Western Ave. and clear the roadway for vehicles to pass. Kevin's

Towing absorbed the cost of his manpower and materials, which was clearly above and beyond what the tow contract called for in terms of services to be provided to the city under normal conditions.

**Grant's Towing, Inc:** Main office is located at 1011 Aurora Ave. Aurora, IL. 60505, which would be used for any indoor storage when required. The main outside storage lot is located at 1 S. River Rd. North Aurora, IL. 60542, which is approx. 3.5 miles from Batavia. Grant's Towing lot is close to Batavia right off of Rt.25 South of Butterfield Rd. However, the location is not very well marked and can confuse customers looking to pick up their vehicles. The lot is paved and surrounded by a 6' fence and doesn't have any exterior video surveillance. Grant's Towing currently tows for Aurora Police, North Aurora Police, Illinois State Police District #2 – Elgin, Kane County Sheriff's Police, Yorkville Police, Fox Valley Park District Police and Illinois Secretary of State Police. Grant's Towing would be accessible 24/7 for customers to pick up their vehicles. Grant's Towing felt confident that they would be able to meet the required 20 minute response time to Batavia when called. Drivers are all accessible by dispatcher and cell phone.

**Dazzo's Auto Repair, Inc:** Is located at 853 E. Wilson St. Batavia, IL. 60510, which is located approx. 1 mile from our police department. Dazzo's Towing is currently a Batavia Police Department authorized tow contractor with a record of acceptable response times. Dazzo's Towing currently has indoor/outdoor storage facilities. The outdoor storage lot has a 6' fence that is partially barbed wired and has exterior lighting and video surveillance cameras. Dazzo's Towing provides towing capability from light duty towing up to heavy lift commercial vehicle towing. Dazzo's offers vehicle pick up for customers 24/7. Drivers are all accessible by dispatcher and cell phone.

#### **STAFF RECOMMENDATIONS:**

I would like to make the following recommendations in regard to ranking the bidding agencies in order based upon their ability to provide 24 hour and timely service to the Batavia Police Department, according to the standards that we are accustomed to:

1. **Kevin's Auto Repair & Transport, Inc. (Batavia):** This Batavia business is currently an authorized tow contractor for the department and has provided timely, efficient professional service Batavia Police Department over the past 3 years of the contract. BPD officers are satisfied with current service levels and dependability of this tow contractor.
2. **Certified Auto (Batavia):** This Batavia business is currently an authorized tow contractor for the department and has provided timely, efficient professional service Batavia Police Department over the past 3 years of the contract. BPD officers are satisfied with current service levels and dependability of this tow contract.
3. **Dazzo's Auto Repair, Inc. (Batavia):** This Batavia business is currently an authorized tow contractor for the department and has provided timely, efficient professional service Batavia Police Department over the past 3 years of the contract. BPD officers are satisfied with current service levels and dependability of this tow contractor.

4. **Duke & Lee's Service (Geneva):** Is currently an alternate on our department's authorized Tow contractor list for the past 3 years. They would be next in succession on our callout list if one of our primary contractors were to be terminated from our tow list during the term of the contract.
5. **Chad's Towing & Recovery, Inc. (St. Charles):** As noted from our previous bidding process in 2009, this towing business has a proven track record with other police agencies in the area. The main issue of concern is still the response time to Batavia during peak rush hour times. This tow business should still be considered as a second alternate if we would ever terminate services with one of the current department tow contractors on our list.
6. **SCR Towing & Recovery (Aurora):** Large storage lot and sufficient indoor storage, but this business is still a good distance away from Batavia and would likely have unacceptable response times. I would also consider this business a viable replacement if one of the current selected tow contractors could not meet their obligations and were removed from the current department tow list.
7. **Grant's Towing, Inc. (North Aurora):** This business is located close to Batavia but the same issues that were noted back in 2009 are still of concern. The location is poorly marked. Indoor and outdoor storage areas are in two different locations in two different cities. The business is still difficult to locate even when the address is known. The biggest problem with this business would be for police department customers having difficulty in finding their vehicles for pick-up after they had been towed to this business storage lot. At this time I would not recommend this business.
8. **Auto Paint Techniques (Aurora):** Distance is a definite factor and difficulty in locating this business would be an issue of concern. Lack of lighting and customer confusion in being able to locate this business to pick up their vehicles would be a factor. At this time I would not recommend this business.
9. **Walter's Towing (Elgin):** The main concerns for this business currently are the lack of secured well lit storage lot in Batavia. The current lot needs maintenance and basic security upgrades. 6' minimum fence, barbed/razor wire on top of fence. Exterior lighting and an indoor storage capability in town. Exterior video system would also be a plus. Currently those are at two different locations. Lack of visible signage noting the location is non-existent, which would add to customer confusion. At this time, I would not recommend this business.

**RECOMMENDATION:**

I am recommending that we keep our current three (3) tow contractors of Kevin's Auto Repair, Certified Auto Repair and Dazzo's Auto Repair as the main authorized department tow contractors. These businesses would continue to rotate their on-call status on a weekly basis. I would also like to recommend that we keep Duke and Lee's Service as an "alternate" to our current list. The above recommended businesses have all proven that they are reliable and would continue to provide a professional service to the City of Batavia in an efficient manner.

**Respectfully Submitted,**

**Glenn E. Autenrieth  
Deputy Chief of Administration**

01/01/13 - 12/31/2013

BATAVIA POLICE DEPARTMENT  
TOWING PROPOSAL COMPARISON

|   |                                       |  |                                      |
|---|---------------------------------------|--|--------------------------------------|
| Company Name  | Kevin's Auto Repair & Transport, Inc. | Duke & Lee's Service Corp.                       | Walter's Towing and Recovery.        |
| Address   | 917 First St<br>Batavia IL 60510      | 609 S. Batavia Ave.<br>Geneva IL 60134           | 9N533 Nesler Rd<br>Elgin IL 60120    |
| City, State, Zip  | Batavia IL 60510                      | Geneva IL 60134                                  | Elgin IL 60120                       |
| Telephone #   | 630-562-9150                          | 630-232-2532                                     | 847-931-4202                         |
| FAX #   | None                                  | None   | None                                 |
| Email   | None                                  | None   | None                                 |
| Contact Person(s)                                       | Kevin Manisco                         | Lee A. Singer                                    | Andy Pogorzelski                     |
| Distance from Batavia Police Dept.                      | 1.5 miles                             | 2.43 miles                                       | 16.3 miles (office)/1.2 miles (yard) |
| Number of Tow Trucks                                    | 3                                     | 3  | 7                                    |
| Outside Storage Location                                | 917 First, Batavia                    | 609 S. Batavia Ave., Geneva                      | 849 S. River, Batavia                |
| sq. footage   | 5600 sq. ft.                          | 5100 sq.ft.                                      | 6400                                 |
| Vehicle capacity of outside storage                     | 45                                    | 25   | 35                                   |
| Fenced & Locked   | Yes                                   | Yes  | Yes                                  |
| Lights  | Yes                                   | No   | No                                   |
| Surveillance Video                                      | Yes                                   | No   | No                                   |
| Inside Storage Location                                 | 917 First St, Batavia                 | 609 S. Batavia Ave., Geneva                      | None                                 |
| sq. footage   | 3750 sq. ft.                          | 600 sq. ft.                                      | NA                                   |
| Vehicle capacity of inside storage                      | 20                                    | 2  | NA                                   |
| Service Rates (01/01/13 - 12/31/13)                     |                                       |  |                                      |
| Base Tow Fees:  |                                       |  |                                      |
| Standard (<8000 lbs.)                                   | 165                                   | 125  | 95                                   |
| Medium (>8000-30,000 lbs.)                              | 250                                   | 145  | 170                                  |
| Heavy (+30,000 lbs.)                                    | N/A                                   | N/A  | N/A                                  |
| After Hours Release                                     | 50                                    | 35   | 40                                   |
| Emergency Road Service Per Call                         | 95                                    | 50   | 45                                   |
| Daily Storage Per Day                                   |                                       |  |                                      |
| Inside  | 55-65                                 | <8000 = 45 / > 8000 = 50                         | < 8000 - 50 / > 8000 = NA            |
| Outside   | 45-55                                 | 35   | 40                                   |
| Stand-By Per Hour                                       | 125                                   | UNK  | 100                                  |
| Winching Charges  | 55-75                                 | < 8000 = 55 per 1/2 HR<br>> 8000 = 65 per 1/2 HR | < 8000 = 75<br>> 8000 = 170          |
| Have you towed or are towing for other police agencies? | Batavia PD                            | Geneva PD/Elburn PD<br>Kane County Sheriff       | No                                   |

01/01/13 - 12/31/2013

BATAVIA POLICE DEPARTMENT  
TOWING PROPOSAL COMPARISON

| Company Name  | Certified Towing   | Dazzo's Auto Repair, Inc.              | Auto Paint Techniques                  |
|---|--|--|--|
| Address   | 820 S. River St.<br>Batavia IL 60510                                 | 853 E. Wilson St.<br>Batavia IL 60510  | 43 E. Illinois Ave<br>Aurora, IL 60505 |
| City, State, Zip  | Batavia IL 60510   | Batavia IL 60510                       | Aurora, IL 60505                       |
| Telephone #   | 630-584-4399   | 630-761-0309                           | 630-897-5154                           |
| FAX #   | None   | None                                   | None                                   |
| Email   | <a href="http://www.certifiedtowing.net">www.certifiedtowing.net</a> | None                                   | None                                   |
| Contact Person(s)                                       | Dave Mulder  | Robert Dazzo                           | Timothy A. Oros                        |
| Distance from Batavia Police Dept.                      | 0.93 miles   | 1.02 miles                             | 6.4 miles                              |
| Number of Tow Trucks                                    | 5  | 10                                     | 1                                      |
| Outside Storage Location                                | 820 S. River St., Batavia  | 853 E. Wilson St., Batavia             | 43 E. Illinois Ave, Aurora             |
| sq. footage   | 1500 sq.ft.  | 24,166 sq. ft.                         | 10,000 sq. ft.                         |
| Vehicle capacity of outside storage                     | 45   | 40 plus                                | 75                                     |
| Fenced & Locked   | Yes  | 6' Fence                               | 6' Fence                               |
| Lights  | Yes  | Yes                                    | Yes                                    |
| Surveillance Video                                      | Yes  | Yes                                    | No (Does Have Alarm)                   |
| Inside Storage Location                                 | 820 S. River St., Batavia  | 853 E. Wilson St., Batavia             | 43 E. Illinois Ave, Aurora             |
| sq. footage   | 3240 sq. ft.   | 250 sq. ft.                            | 4400 sq. ft.                           |
| Vehicle capacity of inside storage                      | 25   | 4                                      | 25                                     |
| Service Rates (01/01/13 - 12/31/13)                     |  |  |  |
| Base Tow Fees:  |  |  |  |
| Standard (<8000 lbs.)                                   | 130  | 125                                    | 140                                    |
| Medium (>8000-30,000 lbs.)                              | 135  | 200                                    | 200                                    |
| Heavy (+30,000 lbs.)                                    | N/A  | 250                                    | N/A                                    |
| After Hours Release                                     | 45   | 25                                     | 40                                     |
| Emergency Road Service Per Call                         | 75   | 95                                     | 75                                     |
| Daily Storage Per Day                                   |  |  |  |
| Inside  | 45-65  | < 8000=45/> 8000=65/> 30,000=T&T @ 125 | < 8000 = 50 / > 8000 = 50              |
| Outside   | 35-50  | < 8000=35/> 8000=45/> 30,000=T&T @ 250 | < 8000 = 40 / > 8000 = 40              |
| Stand-By Per Hour                                       | 100  | 100                                    | 60                                     |
| Winching Charges  | < 8000 = 55 / > 8000 = 80  | < 8000 = 55 / > 8000 = 100             | < 8000 = 75 / > 8000 = 75              |
| Have you towed or are towing for other police agencies? | GPD, SCPD, Naperville PD, Kane and Dupage Co. Sheriff, Batavia PD    | Batavia PD<br>Kane County Sheriff      | No                                     |

01/01/13 - 12/31/2013

BATAVIA POLICE DEPARTMENT  
TOWING PROPOSAL COMPARISON

|   |  |  |   |
|---|--|--|---|
|   |  |  |   |
| Company Name  | Chad's Towing & Recovery, Inc.   | Grant Towing, Inc.   | SCR Towing & Recovery   |
| Address   | 219 N. 7th St.   | 1 So. River Rd.  | 1313 N. Lake St.  |
| City, State, Zip  | St. Charles IL 60174   | North Aurora IL 60542  | Aurora IL 60506   |
| Telephone #   | 630-584-3030   | 630-844-1909   | 630-844-9911  |
| FAX #   | None   | None   | None  |
| Email   |  |  |   |
| Contact Person(s)                                       | Chad Lindemann   | Maurice M. Misner III  | Scott Trizzino  |
| Distance from Batavia Police Dept.                      | 6.99 miles   | 3.57 miles   | 6.10 miles  |
| Number of Tow Trucks                                    | 5  | 4  | 3   |
| Outside Storage Location                                | 219 N. 7th St., St. Charles  | 1 S. River Rd., No. Aurora   | 1313 N. Lake St., Aurora  |
| sq. footage   | 9015 sq. ft.   | 4500sq. ft.  | 13,5000 sq.ft.  |
| Vehicle capacity of outside storage                     | 40   | 20   | 75 plus   |
| Fenced & Locked   | Yes  | Yes  | Yes   |
| Lights  | Yes  | Yes  | Yes   |
| Surveillance Video                                      | Yes  | No   | Yes   |
| Inside Storage Location                                 | 219 N. 7th St., St. Charles  | 1011 Aurora Ave., Aurora   | 1313 N. Lake St., Aurora  |
| sq. footage   | 2100 sq. ft.   | 1050 sq. ft.   | 2000 sq. ft.  |
| Vehicle capacity of inside storage                      | 9  | 12   | 5   |
| Service Rates (01/01/13 - 12/31/13)                     |  |  |   |
| Base Tow Fees:  |  |  |   |
| Standard (<8000 lbs.)                                   | 130  | 140  | 125   |
| Medium (>8000-30,000 lbs.)                              | 150  | 225  | 150   |
| Heavy (+30,000 lbs.)                                    | N/A  | N/A  | N/A   |
| After Hours Release                                     | 30   | 40   | 40  |
| Emergency Road Service Per Call                         | 65   | 75   | 100   |
| Daily Storage Per Day                                   |  |  |   |
| Inside  | < 8000 = 40 / > 8000 = 50  | < 8000 = 45 / > 8000 = 45  | < 8000 = 45 / > 8000 = 45   |
| Outside   | < 8000 = 35 / > 8000 = 50  | < 8000 = 40 / > 8000 = 40  | < 8000 = 40 / > 8000 = 40   |
| Stand-By Per Hour                                       | UNK  | 75   | 75  |
| Winching Charges  |  |  |   |
| Have you towed or are towing for other police agencies? | < 8000 @ 125/hr - > 8000 @ 150/hr<br>Kane County Sheriff, St Charles PD<br>Illinois State Police (Elgin) | ≤ 8000 @ 75½ hr - > 8000 @ 110½ hr<br>KCSO, Aurora PD, Il State Police<br>Oswego PD, Montgomery PD | < 8000 @ 50½ hr - > 8000 @ 50½ hr<br>Aurora PD, Fox Valley Park District<br>Illinois State Police (Tollway) |

# RFP FOR CITY TOWNS SENT TO ALL - NOV. 2012

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Certified Auto Repair & Towing  
820 S. River St.  
Batavia IL 60510

Dazzo's Auto Repair & Towing  
853 E. Wilson St.  
Batavia IL 60510

Citgo  
27 N. Batavia Ave.  
Batavia IL 60510

Chuck's Garage  
600 S. River St.  
Batavia IL 60510

Action Towing  
123 N. Jefferson St.  
Batavia IL 60510

B&B Towing Service  
126 Mallory  
Batavia IL 60510

Kevin's Auto Repair  
917 First Street  
Batavia IL 60510

Duke & Lee's  
609 S. Third St.  
Geneva IL 60134

Select (24-Hour Towing)  
37 W 361 Keslinger Rd.  
Geneva IL 60134

Chad's Towing  
219 North 7<sup>th</sup> St.  
St. Charles IL 60174

Kevin's Auto Repair & Transport  
1880 W. Roosevelt Rd.  
West Chicago IL 60185

R.E.I. Towing & Recovery  
1213 Capital Drive, Unit #6  
Addison IL 60101

Gerber Towing & Recovery  
900 E. Ogden Ave.  
Naperville IL 60563

Collision Centers of America  
6823 Hobson Valley Dr.  
Woodridge IL 60517

R.E.I. Towing  
274 Commonwealth Dr.  
Carol Stream IL 60188

Grant Towing  
1 S. River St.  
No. Aurora IL 60542

Auto Paint Techniques  
43 E. Illinois Ave.  
Aurora IL 60505

City Auto Wreckers  
690 McClure Road  
Aurora IL 60502

Grant's Towing Company  
1101 Aurora Ave.  
Aurora IL 60505

Hollywood Collision  
1137 Mitchell Rd., #13  
Aurora IL 60505

J.J. Towing  
756 S. Lake St.  
Aurora IL 60506

Lake Auto Rebuilders  
65 S. Lake St.  
Aurora IL 60506

Lee Body Shop  
120 Woodlawn Ave.  
Aurora IL 60506

Mendoza Auto Sales  
110 Washington St.  
Aurora IL 60505

Montgomery Auto Rebuilders  
735 N. Highland Ave.  
Aurora IL 60506

SCR Towing  
1313 N. Lake St.  
Aurora IL 60506

Tony's Body Shop  
321 N. E. Industrial Dr.  
Aurora IL 60505

Vic's Towing Service  
1109 Dearborn Ave.  
Aurora IL 60505

Walter's Towing  
PO Box 6568  
Elgin, IL 60121-6568

Al's Towing  
West Chicago IL 60185

## EXHIBIT 4

### AGREEMENT FOR VEHICLE TOWING SERVICES FOR THE CITY OF BATAVIA

This Agreement entered into this 1 day of Jan., 2013 by and between the City of Batavia, an Illinois Municipal Corporation in Kane and DuPage Counties, Illinois (hereinafter "City") and Duke and Lees Service Corporation (herein after "Contractor").

#### I. GENERAL

These specifications shall comprise the agreement for official towing services within the corporate limits of the City of Batavia. Official towing services shall refer to any of the circumstances listed in Section II below.

#### II. SCOPE OF SERVICES

Contractor shall furnish all services, labor, equipment, facilities and materials for towing or towing related services at the specific request of the Batavia Police Department in each instance:

- A. Vehicles involved in traffic collisions.
- B. Abandoned vehicles on the roadway.
- C. Disabled vehicles in roadways, rights-of-way, etc.
- D. Abandoned or unclaimed vehicles on private property.
- E. Vehicles seized or impounded as evidence.
- F. Recovered stolen vehicles.
- G. Vehicles involved in crimes.
- H. Vehicles as may be requested to be relocated during a City emergency or special event.
- I. Other tows or towing-related services as may be requested by the Batavia Police Department.
- J. Street sweeps at traffic collision scenes.

This Agreement is not exclusive. The City, in its sole discretion, may establish the time periods in which a Contractor towing firm shall provide Services. Each Contractor towing firm shall provide Services during the times designated by the City for that towing firm. The City will use reasonable efforts to allocate assigned time periods in a comparable manner among the successful towing Contractors. Contractors are advised that being assigned to service a particular time period does not preclude the City from calling Contractor to provide Services in another time period, as necessary for proper police and municipal services.

City-directed towing is performed solely as a public service and the City of Batavia assumes no liability for the costs of removal, transportation, storage or damage caused by the removal, transportation or storage of any vehicle towed under this Agreement.

#### III. CALLS FOR SERVICE

Services per this agreement are to be rendered only upon request of the Batavia Police Department or an authorized City of Batavia employee in the absence of such an officer. Contractor upon notification by the Batavia Police Department immediately shall send the requested number and type of tow truck(s) to the designated location. At the direction of the police officer or community service officer at the scene, or an authorized City of Batavia employee in the absence of such officer, Contractor shall remove the wrecked/abandoned/disabled vehicle or vehicles from the scene directly to the Contractor's lot, or if requested and when possible, to a location specified by the citizen for charges specified in **Attachment B** of this agreement.

Contractor's towing vehicle operators shall obey all lawful orders of police officers and community service officers (CSOs), or an authorized City of Batavia employee in the absence of such an officer, and shall render every assistance when it has been determined that illegally parked vehicles or other hazardous vehicles or nuisances must be removed from public or private property.

Police officers and community service officers when summoning Contractor for the removal of an abandoned vehicle on private property ( when the vehicle is not a hazard and the owner of the private property is not present requesting a tow), shall make an attempt to have the vehicle towed during Contractor's normal business hours. Police officers and CSOs for this type of tow shall attempt to avoid having the vehicle towed during adverse weather conditions (i.e. rainstorms, snowstorms, etc.)

Contractor shall consider calls from the Batavia Police Department as having **first priority** over requests for towing services from other parties. Contactor shall furnish the Batavia Police Department a written list of the names of all other public agencies with which the towing Contractor has a towing contract or agreement with when this agreement becomes effective; and shall notify the Batavia Police Department when any other contracts or agreements are entered into by Contractor during the term of this Agreement.

Contractor shall maintain the equipment and labor force needed to supply the services on a full twenty-four (24) hour per day basis every day of the year.

#### **IV. CONTRACTOR RESPONSIBILITY FOR PROPERTY**

Contractor expressly assumes full responsibility and liability for all property entrusted to its care including all equipment and contents thereof, and indemnifies and holds harmless the City of Batavia against all claims for damages to vehicles and equipment entrusted to its care and control.

#### **V. HOURS OF SERVICE**

Contractor at a minimum shall maintain office hours available to citizens to make inquires and obtain vehicles in accordance with the following schedule:

|                         |                               |
|-------------------------|-------------------------------|
| <b>Monday -- Friday</b> | <b>8:00 a.m. to 6:00 p.m.</b> |
| <b>Saturday</b>         | <b>9:00 a.m. to 1:00 p.m.</b> |
| <b>Sunday</b>           | <b>9:00 a.m. to 1:00 p.m.</b> |

Saturday and Sunday office hours shall be construed as either being open for business as usual or having a contact agent or employee available for immediate call out. If the call out method is used for Saturday or Sunday business hours, the additional fee stated in the price structure shall not be charged to the vehicle owner. Additionally, Contractor shall have an agent or employee available at all other times to allow police personnel access to all vehicles towed pursuant to this Agreement at no cost to the City, **and** when emergency situations require the release of a vehicle (release fee shall apply during non-business hours). Contractor may charge the Outside of Business Hours Vehicle Release Fee provided by this contract/proposal for the retrieval of towed vehicles during non-business hours on all seven days of the week; provide, however, that neither the Police Department nor the City shall be charged a release fee for any retrieval of or access to a towed vehicle. All business hours shall apply to the storage facility, which shall be the central contact point for both police personnel and citizens. The time at which the customer first contacts Contractor shall be deemed to be the time at which the service is performed for purposes of assessing the additional fee.

## **VI. WRECKER AND TOWING EQUIPMENT**

Contractor shall have in operation at all times at a minimum one (1) light wrecker with a 8,000 pound hand or power winch, crane and boom, and/or one (1) flatbed wrecker with a 8,000 pound power winch, crane and boom. Each wrecker is required to carry the full complement of service items and insurance as outlined in the Illinois Vehicle Code, Chapter 625 ILCS 5/12-606. In addition, the wrecker tow trucks shall be equipped with all safety devices and lights to meet all Illinois Commerce Commission regulations. All tow trucks must be personally inspected for identification and equipment by an officer from the Batavia Police Department before use. Additionally, such wrecker shall be equipped with either radio or telephone equipment, which allows immediate access by police dispatch personnel to a wrecker driver while he or she is in route to a scene in order to update, alter, or rescind any instructions previously given to the driver in relation to the towing assignment. All contact numbers will be supplied to the City within 3 days of the execution of this contract and be updated from time to time. Contractor understands that the City rotates its use of towing contractors, and acknowledges that failure of the City to be able to contact Contractor within a reasonable period of time or get a reasonable response time, shall allow City to request a different towing contractor.

## **VII. REMOVAL AND CLEAN UP OF DEBRIS**

After any traffic collision for which Contractor has been requested to respond, in compliance with the Illinois Vehicle Code, Chapter 625 ILCS 5.11-1413(c), Contractor shall clean and remove all accident and vehicle debris including, without limitation, any glass or other debris except any hazardous substance as defined in Section 3.215 of the Environmental Protection Act, hazardous waste as defined in Section 3.220 of the Environmental Protection Act and potentially infectious medical waste as defined in Section 3.360 of the Environmental Protection Act dropped upon the highway, and shall cover or remove any oil, antifreeze, grease deposits, etc. as necessary.

## **VIII. POLICE VEHICLE TOWS/STORAGE**

Contractor will provide towing/winchng services for any City of Batavia owned vehicle at no charge to the City within the geographical limits of Batavia, Geneva, St. Charles, West Chicago or North Aurora. Further, there will be no Contractor charges for Batavia Police Department authorized tows of vehicles towed for evidentiary purposes or vehicles seized and impounded. In addition, Contractor **shall not charge** the City of Batavia for vehicles stored as a result of any of the above types of towing situations.

When a tow is requested by the Batavia Police Department for evidentiary purposes or pursuant to a police investigation and must be taken to a location other than the storage site for investigation by the police before towing to the storage site, the vehicle owner if appropriate shall be required to pay the full amount for only the initial tow. In instances such as the recovery of a stolen auto requiring evidence work, or where there is other doubt as to whether a vehicle owner should be billed, Contractor shall check with the Deputy Police Chief-Administration to ascertain if a bill should be sent to the vehicle owner.

Vehicles impounded as evidence or requiring special handling such as fingerprinting, photographing, searching, etc., shall not be removed or inspected by any person unless authorized to do so by the Chief of Police or designee. These vehicles shall be kept in a secure enclosure until released to their owners or other legal disposition is made. Contractor shall not allow anyone to photograph, examine or remove articles from such an impounded vehicle without the express written permission of the Chief of Police or designee. Vehicles impounded by the Batavia Police Department shall be held by Contractor a maximum of thirty (30) days. Thereafter, the Department shall arrange for any vehicle remaining on a "hold" status to be moved to a different location provided Contractor has notified the Deputy Police Chief of Administration that the end of a thirty (30) day period is approaching.

**Any vehicle which is on "hold" status as indicated on the Police Department's Tow Sheet for a vehicle seizure, evidence or any traffic or criminal offense, shall not have storage fees charged to its owner**

until 24 hours after its formal release from hold status. The Police Department will notify the vehicle owner and the Contractor when a vehicle is released from hold status.

No service or repair of any kind shall be performed on any vehicle impounded at the direction of the Batavia Police Department. Further, no contract or order for service or repairs shall be entered into with the owner or his agent until such vehicle has been released in writing by the Chief of Police or designee.

Property which is not a component part of a vehicle such as a briefcase, stereo faceplate, etc. carried on or within a vehicle ordered towed or stored by the Batavia Police Department shall not be seized or held as security for services performed. Such property shall be released to the owner upon proof of identity and ownership. Property which is a component part of the vehicle such as a license plate, tire, etc. does not have to be returned to the vehicle owner until Contractor has been compensated for its services or the owner signs over the title to Contractor. No personal property shall be released to the owner or designate of a vehicle which has been impounded as evidence while the vehicle remains on an active "hold" status, unless specifically approved by the Police Department.

In case of an error by the Batavia Police Department in towing a vehicle or when other extenuating circumstances exist, Contractor shall cancel all charges to the vehicle owner at the request of the Batavia Police Department.

Disposition of unclaimed vehicles shall be made pursuant to Illinois Vehicle Code Chapter 625 ILCS 5/4-201 through 4-214 and Contractor shall maintain all appropriate records as specified by these statutes. Contractor shall provide the Batavia Police Department (Deputy Chief of Administration) with a written inventory and status report of all police-related towed vehicles still in the custody of Contractor at the end of each month on or before the tenth day of the following month.

Within the first ten (10) days of every month, Contractor shall provide to the Deputy Police Chief of Administration a written listing of vehicles which are on active "hold" status by the Batavia Police Department. When a vehicle is released from "hold" status, Contractor shall notify the owner of the vehicle that the hold on the vehicle has been released. Provided a vehicle has been stored longer than a 24-hour period, daily storage charges may begin once a vehicle has been released from its hold status.

## **IX. OTHER CONTRACT PROVISIONS**

- A. Except for the charges noted by Contractor in its proposal and agreed to by the City, **NO** other charges shall be billed to any party to whom Contractor provides its services.
- B. The existence of an Agreement between the City of Batavia and Contractor does not exempt any Contractor's employee from any state, county or municipal law or ordinances.
- C. Monday through Friday during normal business hours, Contractor shall arrive at the scene of a requested tow with the proper equipment within fifteen (15) minutes after notification to Contractor has been made. On weekends and after normal working hours, Contractor shall arrive at the scene of a tow within twenty (20) minutes after notification to Contractor has been made. Contractor shall provide his personnel with all necessary communications equipment to maintain the required response time.
- D. Contractor shall provide a secure storage lot, completely enclosed by a fence with a minimum height of six (6) feet. The storage lot shall be located not more than seven (7) miles from the Batavia Police Department, 100 North Island Avenue, Batavia, Illinois 60510. A storage lot within the corporate limits of the City of Batavia is preferred. It is desired (but not mandated)

that security lighting sufficient to illuminate the storage lot be in operation during all hours of darkness. Security lighting may be required for future years of the contract 24 hours/day or with a motion sensor after dusk. The storage lot shall be kept locked at all times other than when access can be and is adequately controlled by on-site employees of either Contractor or employees of the property owner where the storage facility is located. A photo(s) of the storage lot should be included in the proposal.

- E. Contractor shall provide space for at least one (1) vehicle inside a building protected from the elements and secured against unauthorized access for City of Batavia tows.
- F. Contractor shall have present experience as a towing agency with this or any other police department. Contractor shall immediately provide the Batavia Police Department with the names of any police agencies they are providing towing services for and the names of a contact person at those agencies. Contractor shall specify the time period(s) they have provided services for these police agencies.
- G. Contractor shall provide the Batavia Police Department with the following information for each currently-employed operator within three (3) days of the effective date of this Agreement and for any thereafter-employed operators within three (3) days of their hiring:
  - 1. Name (Including middle initial);
  - 2. Home Address;
  - 3. Sex;
  - 4. Date of Birth; and
  - 5. Drivers license number, state and classification.

No tow truck operator shall be allowed to perform Batavia Police Department directed services until he/she has been approved by the Department. This includes any tow truck operators and tow companies used by the primary towing Contractor to perform backup services.

- H. Contractor shall equip its tow truck operators with written notices containing the fee structure and all acceptable methods of payment, which at the time of the tow or service, shall be provided to the owner or driver of the vehicle. This written notice must be in both English and Spanish. Acceptable methods of payment are defined **as cash, major credit card (Visa and Master Card shall be accepted at a minimum), or personal check with the approval of the company owner or office manager.** A sign disclosing the fee structure for services requested by the Batavia Police Department and all acceptable methods of payment shall be posted prominently in the main office of Contractor. Copies of the written notice provided to the tow truck operators and of the sign within the office of Contractor, shall be provided by Contractor to the Deputy Police Chief of Administration within three (3) days after the Agreement is signed by both the City and Contractor. Contractor will ensure its drivers have the availability of completing a credit card transaction at the scene of a service request, and have either authority to accept personal checks or means to immediately contact a person in the company with authority to approve personal checks.
- I. Contractor shall maintain a separate tow log or other acceptable record keeping system for the Batavia Police Department that shall include the following information:
  - 1. Time, date, location of tow (from & to), hold information if applicable, name and badge number of officer authorizing the tow and police report or incident number.
  - 2. Make, model, vehicle registration and vehicle identification number of the towed vehicle.

3. Itemized billing of initial service charges, special charges, storage charges and vehicle repair charges, if any.
4. Signed release form completed by the person claiming a vehicle.
5. Mechanism (customer complaint form) approved by the Chief of Police or designee for a vehicle owner to report complaints about charges, additional vehicle charges, additional vehicle damage, lost or stolen items or other related problems. Completed forms shall be forwarded to the Deputy Police Chief-Administration as soon as possible after a complaint has been filed with Contractor.

Items 1 and 2 above shall be maintained in a separate logbook. **All** police-related records shall be open at any time for inspection by the Chief of Police or designee. Within the first ten (10) days of every month, Contractor shall provide to the Deputy Police Chief-Administration copies of every invoice PAID by any party from previous month as a result of providing services at the request of the Batavia Police Department.

- J. Contractor is responsible for notifying the owner and/or insurance agent, in writing, for removal of a vehicle which has been towed to the storage lot of Contractor because of a police-directed tow within 48 hours of the tow, using the name and address shown on the Secretary of State's records. If after thirty 30 days Contractor has been unable to notify the owner and/or insurance agent, Contractor, if the storage lot is located within the City of Batavia, it will notify the Batavia Police Department to begin proceedings to process the vehicle as an unclaimed/abandoned auto. The Police Department will review the documentation and ensure proper protocol was followed.
- K. Contractor shall **immediately** report to the Batavia Police Department any acts of theft, vandalism or attempts of same to any vehicle towed as authorized by the Batavia Police Department. If the offense occurs within the City, the requirement shall be met by filing an incident report with the Police Department. If the offense occurs outside the City, such report shall be in writing and contain the date and time of the offense, a complete description of items stolen or damage incurred, a complete description of the car including make, model, year, license plate number, VIN and owners information. Additionally, the Batavia Police Department's original report and incident numbers under which the tow was authorized and the name of the police agency with which the report is being filed shall be provided.
- L. Contractor shall **immediately** notify the Batavia Police Department of any operational changes, e.g., new equipment, changes in location of storage lots, new tow truck operators, etc. Failure to notify the Batavia Police Department may result in suspension of the use of the Contractors' services until inspections ensuring compliance with these specifications are conducted.
- M. Contractor shall ensure that if an agreement exists (as evidenced by inclusion in this Agreement), with another named towing agency to provide heavy wrecker towing related services to the Police Department, **all** towing equipment belonging to the other agency bears the name, telephone number and town of the primary Contractor. This may be done by the use of magnetic signs, which shall be displayed while services to the Batavia Police Department are being provided. Failure of another towing agency to display such signs may result in the Batavia Police Department prohibiting the continued use of the other agency's services.

- N. Contractor shall ensure that its employees obtain either a traffic collision number, incident report number or CAD incident number from any officer at any scene and include it on its invoice. Contractor further shall ensure that its employees routinely pick-up Contractor's copies of tow slips at the Department.
- O. Contractor before forwarding to the Department a request for the junking or auctioning of a vehicle, shall ensure that the Department tow slip is attached or the correct report number is included in the packet.
- P. Contractor shall annually register as a business with the City of Batavia, if and when the City passes an Ordinance requiring same.

## **I. CONTRACTORS LIABILITY INSURANCE**

Contractor shall maintain for the duration of this agreement, statutory Workmen's Compensation and/or Employers Liability Insurance. Contractor also shall maintain minimum liability insurance which meets the requirements established by Chapter 625 ILCS 5/12-606 of the Illinois Vehicle Code. Such policies shall protect Contractor from claims for bodily injury including death to his employees and all others; and from claims of property damage, and/or all of which may arise out of or result from Contractor's operations under this Agreement. A copy of the indemnity bond, certificate of insurance, or insurance policy shall be filed with the City before commencing work. **Garage Keeper's Liability Insurance** covering fire and/or thefts from or damage done to vehicles while in storage also shall be provided to the City before commencing work. This insurance must clearly indicate all storage facilities utilized from police directed tows are covered. Additionally, Contractor shall provide the city with a letter from the insurance carrier that the City will be notified within ten (10) days of the pending cancellation of any policy relating to this contract. The City of Batavia shall be named as an additional insured on these insurance contracts. Contractor's insurance shall be primary at all times.

Contractor shall have the affirmative duty of providing continued proof(s) of insurance to the City if any of the policies expire during the term of this Agreement. Failure to provide continued proof(s) of insurance, upon City's written notice delivered to Contractor at the address indicated herein, shall result in the suspension of the use of Contractor's services until verification of insurance is provided

## **II. LENGTH OF AGREEMENT**

The term of this Agreement shall be from January 1, 2013 through December 31, 2013, unless otherwise modified in writing by the parties. The City reserves the right to cancel this Agreement at any time upon sixty (60) days advance notice to Contractor and Contractor shall have a similar right. Such notice of termination shall be in writing. Failure of Contractor to perform any aspect of this agreement properly, and/or failure to provide good treatment to the general public, and/or failure to promptly respond to calls for service without good reason, shall be cause for immediate termination of the Agreement without a sixty (60) day advance notification. The City's reasonable determination in this regard shall be binding upon the parties. The bestowing of the Agreement shall be looked upon by the City as a trust; Contractor shall be required to give high quality service and treatment to the public and to the City. The Agreement shall be for a 1 year period, with an option to renew for an additional two (2) years on a year-to-year basis by mutual consent of both parties.

**III. ETHICAL CONSIDERATIONS**

Customer satisfaction in dealing with the towing company shall be of primary importance, along with other factors, such as but not limited to: response times, condition of equipment, cooperation with the City and the ability to adhere to the Agreement with the City. Any company performing City-directed towing and impound services shall conduct its business in an orderly, professional, legal and ethical manner and use every means to gain and justify the confidence of the motoring public. Any breach of this confidence, to be determined at the sole discretion of the City, can be sufficient cause for immediate termination of this Agreement.

Contractor assumes full responsibility for his employees and agents for all acts performed pursuant to this Agreement. Only competent, trustworthy, courteous and sober/drug free employees with high integrity shall be employed to perform any services required by this Agreement. No employee of the Contractor towing agency who has been convicted of any felony charges within the past five (5) years shall be allowed to perform any towing services for the City of Batavia.

In witness thereof, the said parties have executed and signed this Agreement.

CITY OF BATAIVA, an  
Illinois Municipal Corporation

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

CONTRACTOR

By: Kevin A. Dinger

Date: Dec 12, 2012

ATTEST: Stephanie Johnson

# EXHIBIT 3

## AGREEMENT FOR VEHICLE TOWING SERVICES FOR THE CITY OF BATAVIA

This Agreement entered into this 1 day of JAN., 2013 by and between the City of Batavia, an Illinois Municipal Corporation in Kane and DuPage Counties, Illinois (hereinafter "City") and KEVINS AUTO REPAIR & TRANSPORT, INC. (herein after "Contractor").

### I. GENERAL

These specifications shall comprise the agreement for official towing services within the corporate limits of the City of Batavia. Official towing services shall refer to any of the circumstances listed in Section II below.

### II. SCOPE OF SERVICES

Contractor shall furnish all services, labor, equipment, facilities and materials for towing or towing related services at the specific request of the Batavia Police Department in each instance:

- A. Vehicles involved in traffic collisions.
- B. Abandoned vehicles on the roadway.
- C. Disabled vehicles in roadways, rights-of-way, etc.
- D. Abandoned or unclaimed vehicles on private property.
- E. Vehicles seized or impounded as evidence.
- F. Recovered stolen vehicles.
- G. Vehicles involved in crimes.
- H. Vehicles as may be requested to be relocated during a City emergency or special event.
- I. Other tows or towing-related services as may be requested by the Batavia Police Department.
- J. Street sweeps at traffic collision scenes.

This Agreement is not exclusive. The City, in its sole discretion, may establish the time periods in which a Contractor towing firm shall provide Services. Each Contractor towing firm shall provide Services during the times designated by the City for that towing firm. The City will use reasonable efforts to allocate assigned time periods in a comparable manner among the successful towing Contractors. Contractors are advised that being assigned to service a particular time period does not preclude the City from calling Contractor to provide Services in another time period, as necessary for proper police and municipal services.

City-directed towing is performed solely as a public service and the City of Batavia assumes no liability for the costs of removal, transportation, storage or damage caused by the removal, transportation or storage of any vehicle towed under this Agreement.

### III. CALLS FOR SERVICE

Services per this agreement are to be rendered only upon request of the Batavia Police Department or an authorized City of Batavia employee in the absence of such an officer. Contractor upon notification by the Batavia Police Department immediately shall send the requested number and type of tow truck(s) to the designated location. At the direction of the police officer or community service officer at the scene, or an authorized City of Batavia employee in the absence of such officer, Contractor shall remove the wrecked/abandoned/disabled vehicle or vehicles from the scene directly to the Contractor's lot, or if requested and when possible, to a location specified by the citizen for charges specified in **Attachment B** of this agreement.

Contractor's towing vehicle operators shall obey all lawful orders of police officers and community service officers (CSOs), or an authorized City of Batavia employee in the absence of such an officer, and shall render every assistance when it has been determined that illegally parked vehicles or other hazardous vehicles or nuisances must be removed from public or private property.

Police officers and community service officers when summoning Contractor for the removal of an abandoned vehicle on private property ( when the vehicle is not a hazard and the owner of the private property is not present requesting a tow), shall make an attempt to have the vehicle towed during Contractor's normal business hours. Police officers and CSOs for this type of tow shall attempt to avoid having the vehicle towed during adverse weather conditions (i.e. rainstorms, snowstorms, etc.)

Contractor shall consider calls from the Batavia Police Department as having **first priority** over requests for towing services from other parties. Contractor shall furnish the Batavia Police Department a written list of the names of all other public agencies with which the towing Contractor has a towing contract or agreement with when this agreement becomes effective; and shall notify the Batavia Police Department when any other contracts or agreements are entered into by Contractor during the term of this Agreement.

Contractor shall maintain the equipment and labor force needed to supply the services on a full twenty-four (24) hour per day basis every day of the year.

#### **IV. CONTRACTOR RESPONSIBILITY FOR PROPERTY**

Contractor expressly assumes full responsibility and liability for all property entrusted to its care including all equipment and contents thereof, and indemnifies and holds harmless the City of Batavia against all claims for damages to vehicles and equipment entrusted to its care and control.

#### **V. HOURS OF SERVICE**

Contractor at a minimum shall maintain office hours available to citizens to make inquires and obtain vehicles in accordance with the following schedule:

|                        |                               |
|------------------------|-------------------------------|
| <b>Monday – Friday</b> | <b>8:00 a.m. to 6:00 p.m.</b> |
| <b>Saturday</b>        | <b>9:00 a.m. to 1:00 p.m.</b> |
| <b>Sunday</b>          | <b>9:00 a.m. to 1:00 p.m.</b> |

Saturday and Sunday office hours shall be construed as either being open for business as usual or having a contact agent or employee available for immediate call out. If the call out method is used for Saturday or Sunday business hours, the additional fee stated in the price structure shall not be charged to the vehicle owner. Additionally, Contractor shall have an agent or employee available at all other times to allow police personnel access to all vehicles towed pursuant to this Agreement at no cost to the City, **and** when emergency situations require the release of a vehicle (release fee shall apply during non-business hours). Contractor may charge the Outside of Business Hours Vehicle Release Fee provided by this contract/proposal for the retrieval of towed vehicles during non-business hours on all seven days of the week; provide, however, that neither the Police Department nor the City shall be charged a release fee for any retrieval of or access to a towed vehicle. All business hours shall apply to the storage facility, which shall be the central contact point for both police personnel and citizens. The time at which the customer first contacts Contractor shall be deemed to be the time at which the service is performed for purposes of assessing the additional fee.

## **VI. WRECKER AND TOWING EQUIPMENT**

Contractor shall have in operation at all times at a minimum one (1) light wrecker with a 8,000 pound hand or power winch, crane and boom, and/or one (1) flatbed wrecker with a 8,000 pound power winch, crane and boom. Each wrecker is required to carry the full complement of service items and insurance as outlined in the Illinois Vehicle Code, Chapter 625 ILCS 5/12-606. In addition, the wrecker tow trucks shall be equipped with all safety devices and lights to meet all Illinois Commerce Commission regulations. All tow trucks must be personally inspected for identification and equipment by an officer from the Batavia Police Department before use. Additionally, such wrecker shall be equipped with either radio or telephone equipment, which allows immediate access by police dispatch personnel to a wrecker driver while he or she is in route to a scene in order to update, alter, or rescind any instructions previously given to the driver in relation to the towing assignment. All contact numbers will be supplied to the City within 3 days of the execution of this contract and be updated from time to time. Contractor understands that the City rotates its use of towing contractors, and acknowledges that failure of the City to be able to contact Contractor within a reasonable period of time or get a reasonable response time, shall allow City to request a different towing contractor.

## **VII. REMOVAL AND CLEAN UP OF DEBRIS**

After any traffic collision for which Contractor has been requested to respond, in compliance with the Illinois Vehicle Code, Chapter 625 ILCS 5.11-1413(c), Contractor shall clean and remove all accident and vehicle debris including, without limitation, any glass or other debris except any hazardous substance as defined in Section 3.215 of the Environmental Protection Act, hazardous waste as defined in Section 3.220 of the Environmental Protection Act and potentially infectious medical waste as defined in Section 3.360 of the Environmental Protection Act dropped upon the highway, and shall cover or remove any oil, antifreeze, grease deposits, etc. as necessary.

## **VIII. POLICE VEHICLE TOWS/STORAGE**

Contractor will provide towing/winchng services for any City of Batavia owned vehicle at no charge to the City within the geographical limits of Batavia, Geneva, St. Charles, West Chicago or North Aurora. Further, there will be no Contractor charges for Batavia Police Department authorized tows of vehicles towed for evidentiary purposes or vehicles seized and impounded. In addition, Contractor **shall not charge** the City of Batavia for vehicles stored as a result of any of the above types of towing situations.

When a tow is requested by the Batavia Police Department for evidentiary purposes or pursuant to a police investigation and must be taken to a location other than the storage site for investigation by the police before towing to the storage site, the vehicle owner if appropriate shall be required to pay the full amount for only the initial tow. In instances such as the recovery of a stolen auto requiring evidence work, or where there is other doubt as to whether a vehicle owner should be billed, Contractor shall check with the Deputy Police Chief-Administration to ascertain if a bill should be sent to the vehicle owner.

Vehicles impounded as evidence or requiring special handling such as fingerprinting, photographing, searching, etc., shall not be removed or inspected by any person unless authorized to do so by the Chief of Police or designee. These vehicles shall be kept in a secure enclosure until released to their owners or other legal disposition is made. Contractor shall not allow anyone to photograph, examine or remove articles from such an impounded vehicle without the express written permission of the Chief of Police or designee. Vehicles impounded by the Batavia Police Department shall be held by Contractor a maximum of thirty (30) days. Thereafter, the Department shall arrange for any vehicle remaining on a "hold" status to be moved to a different location provided Contractor has notified the Deputy Police Chief of Administration that the end of a thirty (30) day period is approaching.

**Any vehicle which is on "hold" status as indicated on the Police Department's Tow Sheet for a vehicle seizure, evidence or any traffic or criminal offense, shall not have storage fees charged to its owner**

until 24 hours after its formal release from hold status. The Police Department will notify the vehicle owner and the Contractor when a vehicle is released from hold status.

No service or repair of any kind shall be performed on any vehicle impounded at the direction of the Batavia Police Department. Further, no contract or order for service or repairs shall be entered into with the owner or his agent until such vehicle has been released in writing by the Chief of Police or designee.

Property which is not a component part of a vehicle such as a briefcase, stereo faceplate, etc. carried on or within a vehicle ordered towed or stored by the Batavia Police Department shall not be seized or held as security for services performed. Such property shall be released to the owner upon proof of identity and ownership. Property which is a component part of the vehicle such as a license plate, tire, etc. does not have to be returned to the vehicle owner until Contractor has been compensated for its services or the owner signs over the title to Contractor. No personal property shall be released to the owner or designate of a vehicle which has been impounded as evidence while the vehicle remains on an active "hold" status, unless specifically approved by the Police Department.

In case of an error by the Batavia Police Department in towing a vehicle or when other extenuating circumstances exist, Contractor shall cancel all charges to the vehicle owner at the request of the Batavia Police Department.

Disposition of unclaimed vehicles shall be made pursuant to Illinois Vehicle Code Chapter 625 ILCS 5/4-201 through 4-214 and Contractor shall maintain all appropriate records as specified by these statutes. Contractor shall provide the Batavia Police Department (Deputy Chief of Administration) with a written inventory and status report of all police-related towed vehicles still in the custody of Contractor at the end of each month on or before the tenth day of the following month.

Within the first ten (10) days of every month, Contractor shall provide to the Deputy Police Chief of Administration a written listing of vehicles which are on active "hold" status by the Batavia Police Department. When a vehicle is released from "hold" status, Contractor shall notify the owner of the vehicle that the hold on the vehicle has been released. Provided a vehicle has been stored longer than a 24-hour period, daily storage charges may begin once a vehicle has been released from its hold status.

## **IX. OTHER CONTRACT PROVISIONS**

- A. Except for the charges noted by Contractor in its proposal and agreed to by the City, **NO** other charges shall be billed to any party to whom Contractor provides its services.
- B. The existence of an Agreement between the City of Batavia and Contractor does not exempt any Contractor's employee from any state, county or municipal law or ordinances.
- C. Monday through Friday during normal business hours, Contractor shall arrive at the scene of a requested tow with the proper equipment within fifteen (15) minutes after notification to Contractor has been made. On weekends and after normal working hours, Contractor shall arrive at the scene of a tow within twenty (20) minutes after notification to Contractor has been made. Contractor shall provide his personnel with all necessary communications equipment to maintain the required response time.
- D. Contractor shall provide a secure storage lot, completely enclosed by a fence with a minimum height of six (6) feet. The storage lot shall be located not more than seven (7) miles from the Batavia Police Department, 100 North Island Avenue, Batavia, Illinois 60510. A storage lot within the corporate limits of the City of Batavia is preferred. It is desired (but not mandated)

that security lighting sufficient to illuminate the storage lot be in operation during all hours of darkness. Security lighting may be required for future years of the contract 24 hours/day or with a motion sensor after dusk. The storage lot shall be kept locked at all times other than when access can be and is adequately controlled by on-site employees of either Contractor or employees of the property owner where the storage facility is located. A photo(s) of the storage lot should be included in the proposal.

- E. Contractor shall provide space for at least one (1) vehicle inside a building protected from the elements and secured against unauthorized access for City of Batavia tows.
- F. Contractor shall have present experience as a towing agency with this or any other police department. Contractor shall immediately provide the Batavia Police Department with the names of any police agencies they are providing towing services for and the names of a contact person at those agencies. Contractor shall specify the time period(s) they have provided services for these police agencies.
- G. Contractor shall provide the Batavia Police Department with the following information for each currently-employed operator within three (3) days of the effective date of this Agreement and for any thereafter-employed operators within three (3) days of their hiring:
  - 1. Name (Including middle initial);
  - 2. Home Address;
  - 3. Sex;
  - 4. Date of Birth; and
  - 5. Drivers license number, state and classification.

No tow truck operator shall be allowed to perform Batavia Police Department directed services until he/she has been approved by the Department. This includes any tow truck operators and tow companies used by the primary towing Contractor to perform backup services.

- H. Contractor shall equip its tow truck operators with written notices containing the fee structure and all acceptable methods of payment, which at the time of the tow or service, shall be provided to the owner or driver of the vehicle. This written notice must be in both English and Spanish. Acceptable methods of payment are defined **as cash, major credit card (Visa and Master Card shall be accepted at a minimum), or personal check with the approval of the company owner or office manager.** A sign disclosing the fee structure for services requested by the Batavia Police Department and all acceptable methods of payment shall be posted prominently in the main office of Contractor. Copies of the written notice provided to the tow truck operators and of the sign within the office of Contractor, shall be provided by Contractor to the Deputy Police Chief of Administration within three (3) days after the Agreement is signed by both the City and Contractor. Contractor will ensure its drivers have the availability of completing a credit card transaction at the scene of a service request, and have either authority to accept personal checks or means to immediately contact a person in the company with authority to approve personal checks.
- I. Contractor shall maintain a separate tow log or other acceptable record keeping system for the Batavia Police Department that shall include the following information:
  - 1. Time, date, location of tow (from & to), hold information if applicable, name and badge number of officer authorizing the tow and police report or incident number.
  - 2. Make, model, vehicle registration and vehicle identification number of the towed vehicle.

3. Itemized billing of initial service charges, special charges, storage charges and vehicle repair charges, if any.
4. Signed release form completed by the person claiming a vehicle.
5. Mechanism (customer complaint form) approved by the Chief of Police or designee for a vehicle owner to report complaints about charges, additional vehicle charges, additional vehicle damage, lost or stolen items or other related problems. Completed forms shall be forwarded to the Deputy Police Chief-Administration as soon as possible after a complaint has been filed with Contractor.

Items 1 and 2 above shall be maintained in a separate logbook. **All** police-related records shall be open at any time for inspection by the Chief of Police or designee. Within the first ten (10) days of every month, Contractor shall provide to the Deputy Police Chief-Administration copies of every invoice PAID by any party from previous month as a result of providing services at the request of the Batavia Police Department.

- J. Contractor is responsible for notifying the owner and/or insurance agent, in writing, for removal of a vehicle which has been towed to the storage lot of Contractor because of a police-directed tow within 48 hours of the tow, using the name and address shown on the Secretary of State's records. If after thirty 30 days Contractor has been unable to notify the owner and/or insurance agent, Contractor, if the storage lot is located within the City of Batavia, it will notify the Batavia Police Department to begin proceedings to process the vehicle as an unclaimed/abandoned auto. The Police Department will review the documentation and ensure proper protocol was followed.
- K. Contractor shall **immediately** report to the Batavia Police Department any acts of theft, vandalism or attempts of same to any vehicle towed as authorized by the Batavia Police Department. If the offense occurs within the City, the requirement shall be met by filing an incident report with the Police Department. If the offense occurs outside the City, such report shall be in writing and contain the date and time of the offense, a complete description of items stolen or damage incurred, a complete description of the car including make, model, year, license plate number, VIN and owners information. Additionally, the Batavia Police Department's original report and incident numbers under which the tow was authorized and the name of the police agency with which the report is being filed shall be provided.
- L. Contractor shall **immediately** notify the Batavia Police Department of any operational changes, e.g., new equipment, changes in location of storage lots, new tow truck operators, etc. Failure to notify the Batavia Police Department may result in suspension of the use of the Contractors' services until inspections ensuring compliance with these specifications are conducted.
- M. Contractor shall ensure that if an agreement exists (as evidenced by inclusion in this Agreement), with another named towing agency to provide heavy wrecker towing related services to the Police Department, **all** towing equipment belonging to the other agency bears the name, telephone number and town of the primary Contractor. This may be done by the use of magnetic signs, which shall be displayed while services to the Batavia Police Department are being provided. Failure of another towing agency to display such signs may result in the Batavia Police Department prohibiting the continued use of the other agency's services.

- N. Contractor shall ensure that its employees obtain either a traffic collision number, incident report number or CAD incident number from any officer at any scene and include it on its invoice. Contractor further shall ensure that its employees routinely pick-up Contractor's copies of tow slips at the Department.
- O. Contractor before forwarding to the Department a request for the junking or auctioning of a vehicle, shall ensure that the Department tow slip is attached or the correct report number is included in the packet.
- P. Contractor shall annually register as a business with the City of Batavia, if and when the City passes an Ordinance requiring same.

## **I. CONTRACTORS LIABILITY INSURANCE**

Contractor shall maintain for the duration of this agreement, statutory Workmen's Compensation and/or Employers Liability Insurance. Contractor also shall maintain minimum liability insurance which meets the requirements established by Chapter 625 ILCS 5/12-606 of the Illinois Vehicle Code. Such policies shall protect Contractor from claims for bodily injury including death to his employees and all others; and from claims of property damage, and/or all of which may arise out of or result from Contractor's operations under this Agreement. A copy of the indemnity bond, certificate of insurance, or insurance policy shall be filed with the City before commencing work. **Garage Keeper's Liability Insurance** covering fire and/or thefts from or damage done to vehicles while in storage also shall be provided to the City before commencing work. This insurance must clearly indicate all storage facilities utilized from police directed tows are covered. Additionally, Contractor shall provide the city with a letter from the insurance carrier that the City will be notified within ten (10) days of the pending cancellation of any policy relating to this contract. The City of Batavia shall be named as an additional insured on these insurance contracts. Contractor's insurance shall be primary at all times.

Contractor shall have the affirmative duty of providing continued proof(s) of insurance to the City if any of the policies expire during the term of this Agreement. Failure to provide continued proof(s) of insurance, upon City's written notice delivered to Contractor at the address indicated herein, shall result in the suspension of the use of Contractor's services until verification of insurance is provided

## **II. LENGTH OF AGREEMENT**

The term of this Agreement shall be from January 1, 2013 through December 31, 2013, unless otherwise modified in writing by the parties. The City reserves the right to cancel this Agreement at any time upon sixty (60) days advance notice to Contractor and Contractor shall have a similar right. Such notice of termination shall be in writing. Failure of Contractor to perform any aspect of this agreement properly, and/or failure to provide good treatment to the general public, and/or failure to promptly respond to calls for service without good reason, shall be cause for immediate termination of the Agreement without a sixty (60) day advance notification. The City's reasonable determination in this regard shall be binding upon the parties. The bestowing of the Agreement shall be looked upon by the City as a trust; Contractor shall be required to give high quality service and treatment to the public and to the City. The Agreement shall be for a 1 year period, with an option to renew for an additional two (2) years on a year-to-year basis by mutual consent of both parties.

**III. ETHICAL CONSIDERATIONS**

Customer satisfaction in dealing with the towing company shall be of primary importance, along with other factors, such as but not limited to: response times, condition of equipment, cooperation with the City and the ability to adhere to the Agreement with the City. Any company performing City-directed towing and impound services shall conduct its business in an orderly, professional, legal and ethical manner and use every means to gain and justify the confidence of the motoring public. Any breach of this confidence, to be determined at the sole discretion of the City, can be sufficient cause for immediate termination of this Agreement.

Contractor assumes full responsibility for his employees and agents for all acts performed pursuant to this Agreement. Only competent, trustworthy, courteous and sober/drug free employees with high integrity shall be employed to perform any services required by this Agreement. No employee of the Contractor towing agency who has been convicted of any felony charges within the past five (5) years shall be allowed to perform any towing services for the City of Batavia.

In witness thereof, the said parties have executed and signed this Agreement.

CITY OF BATAIVA, an  
Illinois Municipal Corporation

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

CONTRACTOR

By: Kevin Manisco

Date: 12-4-2012

ATTEST: Kevin Manisco

## EXHIBIT 2

### AGREEMENT FOR VEHICLE TOWING SERVICES FOR THE CITY OF BATAVIA

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the City of Batavia, an Illinois Municipal Corporation in Kane and DuPage Counties, Illinois (hereinafter "City") and CERTIFIED TOWING & RECOVERY (herein after "Contractor").

#### **I. GENERAL**

These specifications shall comprise the agreement for official towing services within the corporate limits of the City of Batavia. Official towing services shall refer to any of the circumstances listed in Section II below.

#### **II. SCOPE OF SERVICES**

Contractor shall furnish all services, labor, equipment, facilities and materials for towing or towing related services at the specific request of the Batavia Police Department in each instance:

- A. Vehicles involved in traffic collisions.
- B. Abandoned vehicles on the roadway.
- C. Disabled vehicles in roadways, rights-of-way, etc.
- D. Abandoned or unclaimed vehicles on private property.
- E. Vehicles seized or impounded as evidence.
- F. Recovered stolen vehicles.
- G. Vehicles involved in crimes.
- H. Vehicles as may be requested to be relocated during a City emergency or special event.
- I. Other tows or towing-related services as may be requested by the Batavia Police Department.
- J. Street sweeps at traffic collision scenes.

This Agreement is not exclusive. The City, in its sole discretion, may establish the time periods in which a Contractor towing firm shall provide Services. Each Contractor towing firm shall provide Services during the times designated by the City for that towing firm. The City will use reasonable efforts to allocate assigned time periods in a comparable manner among the successful towing Contractors. Contractors are advised that being assigned to service a particular time period does not preclude the City from calling Contractor to provide Services in another time period, as necessary for proper police and municipal services.

City-directed towing is performed solely as a public service and the City of Batavia assumes no liability for the costs of removal, transportation, storage or damage caused by the removal, transportation or storage of any vehicle towed under this Agreement.

#### **III. CALLS FOR SERVICE**

Services per this agreement are to be rendered only upon request of the Batavia Police Department or an authorized City of Batavia employee in the absence of such an officer. Contractor upon notification by the Batavia Police Department immediately shall send the requested number and type of tow truck(s) to the designated location. At the direction of the police officer or community service officer at the scene, or an authorized City of Batavia employee in the absence of such officer, Contractor shall remove the wrecked/abandoned/disabled vehicle or vehicles from the scene directly to the Contractor's lot, or if requested and when possible, to a location specified by the citizen for charges specified in **Attachment B** of this agreement.

Contractor's towing vehicle operators shall obey all lawful orders of police officers and community service officers (CSOs), or an authorized City of Batavia employee in the absence of such an officer, and shall render every assistance when it has been determined that illegally parked vehicles or other hazardous vehicles or nuisances must be removed from public or private property.

Police officers and community service officers when summoning Contractor for the removal of an abandoned vehicle on private property ( when the vehicle is not a hazard and the owner of the private property is not present requesting a tow), shall make an attempt to have the vehicle towed during Contractor's normal business hours. Police officers and CSOs for this type of tow shall attempt to avoid having the vehicle towed during adverse weather conditions (i.e. rainstorms, snowstorms, etc.)

Contractor shall consider calls from the Batavia Police Department as having **first priority** over requests for towing services from other parties. Contactor shall furnish the Batavia Police Department a written list of the names of all other public agencies with which the towing Contractor has a towing contract or agreement with when this agreement becomes effective; and shall notify the Batavia Police Department when any other contracts or agreements are entered into by Contractor during the term of this Agreement.

Contractor shall maintain the equipment and labor force needed to supply the services on a full twenty-four (24) hour per day basis every day of the year.

#### **IV. CONTRACTOR RESPONSIBILITY FOR PROPERTY**

Contractor expressly assumes full responsibility and liability for all property entrusted to its care including all equipment and contents thereof, and indemnifies and holds harmless the City of Batavia against all claims for damages to vehicles and equipment entrusted to its care and control.

#### **V. HOURS OF SERVICE**

Contractor at a minimum shall maintain office hours available to citizens to make inquires and obtain vehicles in accordance with the following schedule:

|                        |                               |
|------------------------|-------------------------------|
| <b>Monday – Friday</b> | <b>8:00 a.m. to 6:00 p.m.</b> |
| <b>Saturday</b>        | <b>9:00 a.m. to 1:00 p.m.</b> |
| <b>Sunday</b>          | <b>9:00 a.m. to 1:00 p.m.</b> |

Saturday and Sunday office hours shall be construed as either being open for business as usual or having a contact agent or employee available for immediate call out. If the call out method is used for Saturday or Sunday business hours, the additional fee stated in the price structure shall not be charged to the vehicle owner. Additionally, Contractor shall have an agent or employee available at all other times to allow police personnel access to all vehicles towed pursuant to this Agreement at no cost to the City, **and** when emergency situations require the release of a vehicle (release fee shall apply during non-business hours). Contractor may charge the Outside of Business Hours Vehicle Release Fee provided by this contract/proposal for the retrieval of towed vehicles during non-business hours on all seven days of the week; provide, however, that neither the Police Department nor the City shall be charged a release fee for any retrieval of or access to a towed vehicle. All business hours shall apply to the storage facility, which shall be the central contact point for both police personnel and citizens. The time at which the customer first contacts Contractor shall be deemed to be the time at which the service is performed for purposes of assessing the additional fee.

## **VI. WRECKER AND TOWING EQUIPMENT**

Contractor shall have in operation at all times at a minimum one (1) light wrecker with a 8,000 pound hand or power winch, crane and boom, and/or one (1) flatbed wrecker with a 8,000 pound power winch, crane and boom. Each wrecker is required to carry the full complement of service items and insurance as outlined in the Illinois Vehicle Code, Chapter 625 ILCS 5/12-606. In addition, the wrecker tow trucks shall be equipped with all safety devices and lights to meet all Illinois Commerce Commission regulations. All tow trucks must be personally inspected for identification and equipment by an officer from the Batavia Police Department before use. Additionally, such wrecker shall be equipped with either radio or telephone equipment, which allows immediate access by police dispatch personnel to a wrecker driver while he or she is in route to a scene in order to update, alter, or rescind any instructions previously given to the driver in relation to the towing assignment. All contact numbers will be supplied to the City within 3 days of the execution of this contract and be updated from time to time. Contractor understands that the City rotates its use of towing contractors, and acknowledges that failure of the City to be able to contact Contractor within a reasonable period of time or get a reasonable response time, shall allow City to request a different towing contractor.

## **VII. REMOVAL AND CLEAN UP OF DEBRIS**

After any traffic collision for which Contractor has been requested to respond, in compliance with the Illinois Vehicle Code, Chapter 625 ILCS 5.11-1413(c), Contractor shall clean and remove all accident and vehicle debris including, without limitation, any glass or other debris except any hazardous substance as defined in Section 3.215 of the Environmental Protection Act, hazardous waste as defined in Section 3.220 of the Environmental Protection Act and potentially infectious medical waste as defined in Section 3.360 of the Environmental Protection Act dropped upon the highway, and shall cover or remove any oil, antifreeze, grease deposits, etc. as necessary.

## **VIII. POLICE VEHICLE TOWS/STORAGE**

Contractor will provide towing/winchng services for any City of Batavia owned vehicle at no charge to the City within the geographical limits of Batavia, Geneva, St. Charles, West Chicago or North Aurora. Further, there will be no Contractor charges for Batavia Police Department authorized tows of vehicles towed for evidentiary purposes or vehicles seized and impounded. In addition, Contractor **shall not charge** the City of Batavia for vehicles stored as a result of any of the above types of towing situations.

When a tow is requested by the Batavia Police Department for evidentiary purposes or pursuant to a police investigation and must be taken to a location other than the storage site for investigation by the police before towing to the storage site, the vehicle owner if appropriate shall be required to pay the full amount for only the initial tow. In instances such as the recovery of a stolen auto requiring evidence work, or where there is other doubt as to whether a vehicle owner should be billed, Contractor shall check with the Deputy Police Chief-Administration to ascertain if a bill should be sent to the vehicle owner.

Vehicles impounded as evidence or requiring special handling such as fingerprinting, photographing, searching, etc., shall not be removed or inspected by any person unless authorized to do so by the Chief of Police or designee. These vehicles shall be kept in a secure enclosure until released to their owners or other legal disposition is made. Contractor shall not allow anyone to photograph, examine or remove articles from such an impounded vehicle without the express written permission of the Chief of Police or designee. Vehicles impounded by the Batavia Police Department shall be held by Contractor a maximum of thirty (30) days. Thereafter, the Department shall arrange for any vehicle remaining on a "hold" status to be moved to a different location provided Contractor has notified the Deputy Police Chief of Administration that the end of a thirty (30) day period is approaching.

**Any vehicle which is on "hold" status as indicated on the Police Department's Tow Sheet for a vehicle seizure, evidence or any traffic or criminal offense, shall not have storage fees charged to its owner**

until 24 hours after its formal release from hold status. The Police Department will notify the vehicle owner and the Contractor when a vehicle is released from hold status.

No service or repair of any kind shall be performed on any vehicle impounded at the direction of the Batavia Police Department. Further, no contract or order for service or repairs shall be entered into with the owner or his agent until such vehicle has been released in writing by the Chief of Police or designee.

Property which is not a component part of a vehicle such as a briefcase, stereo faceplate, etc. carried on or within a vehicle ordered towed or stored by the Batavia Police Department shall not be seized or held as security for services performed. Such property shall be released to the owner upon proof of identity and ownership. Property which is a component part of the vehicle such as a license plate, tire, etc. does not have to be returned to the vehicle owner until Contractor has been compensated for its services or the owner signs over the title to Contractor. No personal property shall be released to the owner or designate of a vehicle which has been impounded as evidence while the vehicle remains on an active "hold" status, unless specifically approved by the Police Department.

In case of an error by the Batavia Police Department in towing a vehicle or when other extenuating circumstances exist, Contractor shall cancel all charges to the vehicle owner at the request of the Batavia Police Department.

Disposition of unclaimed vehicles shall be made pursuant to Illinois Vehicle Code Chapter 625 ILCS 5/4-201 through 4-214 and Contractor shall maintain all appropriate records as specified by these statutes. Contractor shall provide the Batavia Police Department (Deputy Chief of Administration) with a written inventory and status report of all police-related towed vehicles still in the custody of Contractor at the end of each month on or before the tenth day of the following month.

Within the first ten (10) days of every month, Contractor shall provide to the Deputy Police Chief of Administration a written listing of vehicles which are on active "hold" status by the Batavia Police Department. When a vehicle is released from "hold" status, Contractor shall notify the owner of the vehicle that the hold on the vehicle has been released. Provided a vehicle has been stored longer than a 24-hour period, daily storage charges may begin once a vehicle has been released from its hold status.

## **IX. OTHER CONTRACT PROVISIONS**

- A. Except for the charges noted by Contractor in its proposal and agreed to by the City, **NO** other charges shall be billed to any party to whom Contractor provides its services.
- B. The existence of an Agreement between the City of Batavia and Contractor does not exempt any Contractor's employee from any state, county or municipal law or ordinances.
- C. Monday through Friday during normal business hours, Contractor shall arrive at the scene of a requested tow with the proper equipment within fifteen (15) minutes after notification to Contractor has been made. On weekends and after normal working hours, Contractor shall arrive at the scene of a tow within twenty (20) minutes after notification to Contractor has been made. Contractor shall provide his personnel with all necessary communications equipment to maintain the required response time.
- D. Contractor shall provide a secure storage lot, completely enclosed by a fence with a minimum height of six (6) feet. The storage lot shall be located not more than seven (7) miles from the Batavia Police Department, 100 North Island Avenue, Batavia, Illinois 60510. A storage lot within the corporate limits of the City of Batavia is preferred. It is desired (but not mandated)

that security lighting sufficient to illuminate the storage lot be in operation during all hours of darkness. Security lighting may be required for future years of the contract 24 hours/day or with a motion sensor after dusk. The storage lot shall be kept locked at all times other than when access can be and is adequately controlled by on-site employees of either Contractor or employees of the property owner where the storage facility is located. A photo(s) of the storage lot should be included in the proposal.

- E. Contractor shall provide space for at least one (1) vehicle inside a building protected from the elements and secured against unauthorized access for City of Batavia tows.
- F. Contractor shall have present experience as a towing agency with this or any other police department. Contractor shall immediately provide the Batavia Police Department with the names of any police agencies they are providing towing services for and the names of a contact person at those agencies. Contractor shall specify the time period(s) they have provided services for these police agencies.
- G. Contractor shall provide the Batavia Police Department with the following information for each currently-employed operator within three (3) days of the effective date of this Agreement and for any thereafter-employed operators within three (3) days of their hiring:
  - 1. Name (Including middle initial);
  - 2. Home Address;
  - 3. Sex;
  - 4. Date of Birth; and
  - 5. Drivers license number, state and classification.

No tow truck operator shall be allowed to perform Batavia Police Department directed services until he/she has been approved by the Department. This includes any tow truck operators and tow companies used by the primary towing Contractor to perform backup services.

- H. Contractor shall equip its tow truck operators with written notices containing the fee structure and all acceptable methods of payment, which at the time of the tow or service, shall be provided to the owner or driver of the vehicle. This written notice must be in both English and Spanish. Acceptable methods of payment are defined **as cash, major credit card (Visa and Master Card shall be accepted at a minimum), or personal check with the approval of the company owner or office manager.** A sign disclosing the fee structure for services requested by the Batavia Police Department and all acceptable methods of payment shall be posted prominently in the main office of Contractor. Copies of the written notice provided to the tow truck operators and of the sign within the office of Contractor, shall be provided by Contractor to the Deputy Police Chief of Administration within three (3) days after the Agreement is signed by both the City and Contractor. Contractor will ensure its drivers have the availability of completing a credit card transaction at the scene of a service request, and have either authority to accept personal checks or means to immediately contact a person in the company with authority to approve personal checks.
- I. Contractor shall maintain a separate tow log or other acceptable record keeping system for the Batavia Police Department that shall include the following information:
  - 1. Time, date, location of tow (from & to), hold information if applicable, name and badge number of officer authorizing the tow and police report or incident number.
  - 2. Make, model, vehicle registration and vehicle identification number of the towed vehicle.

3. Itemized billing of initial service charges, special charges, storage charges and vehicle repair charges, if any.
4. Signed release form completed by the person claiming a vehicle.
5. Mechanism (customer complaint form) approved by the Chief of Police or designee for a vehicle owner to report complaints about charges, additional vehicle charges, additional vehicle damage, lost or stolen items or other related problems. Completed forms shall be forwarded to the Deputy Police Chief-Administration as soon as possible after a complaint has been filed with Contractor.

Items 1 and 2 above shall be maintained in a separate logbook. **All** police-related records shall be open at any time for inspection by the Chief of Police or designee. Within the first ten (10) days of every month, Contractor shall provide to the Deputy Police Chief-Administration copies of every invoice PAID by any party from previous month as a result of providing services at the request of the Batavia Police Department.

- J. Contractor is responsible for notifying the owner and/or insurance agent, in writing, for removal of a vehicle which has been towed to the storage lot of Contractor because of a police-directed tow within 48 hours of the tow, using the name and address shown on the Secretary of State's records. If after thirty 30 days Contractor has been unable to notify the owner and/or insurance agent, Contractor, if the storage lot is located within the City of Batavia, it will notify the Batavia Police Department to begin proceedings to process the vehicle as an unclaimed/abandoned auto. The Police Department will review the documentation and ensure proper protocol was followed.
- K. Contractor shall **immediately** report to the Batavia Police Department any acts of theft, vandalism or attempts of same to any vehicle towed as authorized by the Batavia Police Department. If the offense occurs within the City, the requirement shall be met by filing an incident report with the Police Department. If the offense occurs outside the City, such report shall be in writing and contain the date and time of the offense, a complete description of items stolen or damage incurred, a complete description of the car including make, model, year, license plate number, VIN and owners information. Additionally, the Batavia Police Department's original report and incident numbers under which the tow was authorized and the name of the police agency with which the report is being filed shall be provided.
- L. Contractor shall **immediately** notify the Batavia Police Department of any operational changes, e.g., new equipment, changes in location of storage lots, new tow truck operators, etc. Failure to notify the Batavia Police Department may result in suspension of the use of the Contractors' services until inspections ensuring compliance with these specifications are conducted.
- M. Contractor shall ensure that if an agreement exists (as evidenced by inclusion in this Agreement), with another named towing agency to provide heavy wrecker towing related services to the Police Department, **all** towing equipment belonging to the other agency bears the name, telephone number and town of the primary Contractor. This may be done by the use of magnetic signs, which shall be displayed while services to the Batavia Police Department are being provided. Failure of another towing agency to display such signs may result in the Batavia Police Department prohibiting the continued use of the other agency's services.

- N. Contractor shall ensure that its employees obtain either a traffic collision number, incident report number or CAD incident number from any officer at any scene and include it on its invoice. Contractor further shall ensure that its employees routinely pick-up Contractor's copies of tow slips at the Department.
- O. Contractor before forwarding to the Department a request for the junking or auctioning of a vehicle, shall ensure that the Department tow slip is attached or the correct report number is included in the packet.
- P. Contractor shall annually register as a business with the City of Batavia, if and when the City passes an Ordinance requiring same.

## **I. CONTRACTORS LIABILITY INSURANCE**

Contractor shall maintain for the duration of this agreement, statutory Workmen's Compensation and/or Employers Liability Insurance. Contractor also shall maintain minimum liability insurance which meets the requirements established by Chapter 625 ILCS 5/12-606 of the Illinois Vehicle Code. Such policies shall protect Contractor from claims for bodily injury including death to his employees and all others; and from claims of property damage, and/or all of which may arise out of or result from Contractor's operations under this Agreement. A copy of the indemnity bond, certificate of insurance, or insurance policy shall be filed with the City before commencing work. **Garage Keeper's Liability Insurance** covering fire and/or thefts from or damage done to vehicles while in storage also shall be provided to the City before commencing work. This insurance must clearly indicate all storage facilities utilized from police directed tows are covered. Additionally, Contractor shall provide the city with a letter from the insurance carrier that the City will be notified within ten (10) days of the pending cancellation of any policy relating to this contract. The City of Batavia shall be named as an additional insured on these insurance contracts. Contractor's insurance shall be primary at all times.

Contractor shall have the affirmative duty of providing continued proof(s) of insurance to the City if any of the policies expire during the term of this Agreement. Failure to provide continued proof(s) of insurance, upon City's written notice delivered to Contractor at the address indicated herein, shall result in the suspension of the use of Contractor's services until verification of insurance is provided

## **II. LENGTH OF AGREEMENT**

The term of this Agreement shall be from January 1, 2013 through December 31, 2013, unless otherwise modified in writing by the parties. The City reserves the right to cancel this Agreement at any time upon sixty (60) days advance notice to Contractor and Contractor shall have a similar right. Such notice of termination shall be in writing. Failure of Contractor to perform any aspect of this agreement properly, and/or failure to provide good treatment to the general public, and/or failure to promptly respond to calls for service without good reason, shall be cause for immediate termination of the Agreement without a sixty (60) day advance notification. The City's reasonable determination in this regard shall be binding upon the parties. The bestowing of the Agreement shall be looked upon by the City as a trust; Contractor shall be required to give high quality service and treatment to the public and to the City. The Agreement shall be for a 1 year period, with an option to renew for an additional two (2) years on a year-to-year basis by mutual consent of both parties.

**III. ETHICAL CONSIDERATIONS**

Customer satisfaction in dealing with the towing company shall be of primary importance, along with other factors, such as but not limited to: response times, condition of equipment, cooperation with the City and the ability to adhere to the Agreement with the City. Any company performing City-directed towing and impound services shall conduct its business in an orderly, professional, legal and ethical manner and use every means to gain and justify the confidence of the motoring public. Any breach of this confidence, to be determined at the sole discretion of the City, can be sufficient cause for immediate termination of this Agreement.

Contractor assumes full responsibility for his employees and agents for all acts performed pursuant to this Agreement. Only competent, trustworthy, courteous and sober/drug free employees with high integrity shall be employed to perform any services required by this Agreement. No employee of the Contractor towing agency who has been convicted of any felony charges within the past five (5) years shall be allowed to perform any towing services for the City of Batavia.

In witness thereof, the said parties have executed and signed this Agreement.

CITY OF BATAIVA, an  
Illinois Municipal Corporation

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

CONTRACTOR

By:  \_\_\_\_\_

Date: 12-12-2017 \_\_\_\_\_

ATTEST: \_\_\_\_\_

# EXHIBIT 1

## AGREEMENT FOR VEHICLE TOWING SERVICES FOR THE CITY OF BATAVIA

This Agreement entered into this 4<sup>th</sup> day of December, 2013 by and between the City of Batavia, an Illinois Municipal Corporation in Kane and DuPage Counties, Illinois (hereinafter "City") and DAZZO'S Auto Repair, INC. (herein after "Contractor").

### I. GENERAL

These specifications shall comprise the agreement for official towing services within the corporate limits of the City of Batavia. Official towing services shall refer to any of the circumstances listed in Section II below.

### II. SCOPE OF SERVICES

Contractor shall furnish all services, labor, equipment, facilities and materials for towing or towing related services at the specific request of the Batavia Police Department in each instance:

- A. Vehicles involved in traffic collisions.
- B. Abandoned vehicles on the roadway.
- C. Disabled vehicles in roadways, rights-of-way, etc.
- D. Abandoned or unclaimed vehicles on private property.
- E. Vehicles seized or impounded as evidence.
- F. Recovered stolen vehicles.
- G. Vehicles involved in crimes.
- H. Vehicles as may be requested to be relocated during a City emergency or special event.
- I. Other tows or towing-related services as may be requested by the Batavia Police Department.
- J. Street sweeps at traffic collision scenes.

This Agreement is not exclusive. The City, in its sole discretion, may establish the time periods in which a Contractor towing firm shall provide Services. Each Contractor towing firm shall provide Services during the times designated by the City for that towing firm. The City will use reasonable efforts to allocate assigned time periods in a comparable manner among the successful towing Contractors. Contractors are advised that being assigned to service a particular time period does not preclude the City from calling Contractor to provide Services in another time period, as necessary for proper police and municipal services.

City-directed towing is performed solely as a public service and the City of Batavia assumes no liability for the costs of removal, transportation, storage or damage caused by the removal, transportation or storage of any vehicle towed under this Agreement.

### III. CALLS FOR SERVICE

Services per this agreement are to be rendered only upon request of the Batavia Police Department or an authorized City of Batavia employee in the absence of such an officer. Contractor upon notification by the Batavia Police Department immediately shall send the requested number and type of tow truck(s) to the designated location. At the direction of the police officer or community service officer at the scene, or an authorized City of Batavia employee in the absence of such officer, Contractor shall remove the wrecked/abandoned/disabled vehicle or vehicles from the scene directly to the Contractor's lot, or if requested and when possible, to a location specified by the citizen for charges specified in **Attachment B** of this agreement.

Contractor's towing vehicle operators shall obey all lawful orders of police officers and community service officers (CSOs), or an authorized City of Batavia employee in the absence of such an officer, and shall render every assistance when it has been determined that illegally parked vehicles or other hazardous vehicles or nuisances must be removed from public or private property.

Police officers and community service officers when summoning Contractor for the removal of an abandoned vehicle on private property ( when the vehicle is not a hazard and the owner of the private property is not present requesting a tow), shall make an attempt to have the vehicle towed during Contractor's normal business hours. Police officers and CSOs for this type of tow shall attempt to avoid having the vehicle towed during adverse weather conditions (i.e. rainstorms, snowstorms, etc.)

Contractor shall consider calls from the Batavia Police Department as having **first priority** over requests for towing services from other parties. Contactor shall furnish the Batavia Police Department a written list of the names of all other public agencies with which the towing Contractor has a towing contract or agreement with when this agreement becomes effective; and shall notify the Batavia Police Department when any other contracts or agreements are entered into by Contractor during the term of this Agreement.

Contractor shall maintain the equipment and labor force needed to supply the services on a full twenty-four (24) hour per day basis every day of the year.

#### **IV. CONTRACTOR RESPONSIBILITY FOR PROPERTY**

Contractor expressly assumes full responsibility and liability for all property entrusted to its care including all equipment and contents thereof, and indemnifies and holds harmless the City of Batavia against all claims for damages to vehicles and equipment entrusted to its care and control.

#### **V. HOURS OF SERVICE**

Contractor at a minimum shall maintain office hours available to citizens to make inquires and obtain vehicles in accordance with the following schedule:

|                        |                               |
|------------------------|-------------------------------|
| <b>Monday – Friday</b> | <b>8:00 a.m. to 6:00 p.m.</b> |
| <b>Saturday</b>        | <b>9:00 a.m. to 1:00 p.m.</b> |
| <b>Sunday</b>          | <b>9:00 a.m. to 1:00 p.m.</b> |

Saturday and Sunday office hours shall be construed as either being open for business as usual or having a contact agent or employee available for immediate call out. If the call out method is used for Saturday or Sunday business hours, the additional fee stated in the price structure shall not be charged to the vehicle owner. Additionally, Contractor shall have an agent or employee available at all other times to allow police personnel access to all vehicles towed pursuant to this Agreement at no cost to the City, **and** when emergency situations require the release of a vehicle (release fee shall apply during non-business hours). Contractor may charge the Outside of Business Hours Vehicle Release Fee provided by this contract/proposal for the retrieval of towed vehicles during non-business hours on all seven days of the week; provide, however, that neither the Police Department nor the City shall be charged a release fee for any retrieval of or access to a towed vehicle. All business hours shall apply to the storage facility, which shall be the central contact point for both police personnel and citizens. The time at which the customer first contacts Contractor shall be deemed to be the time at which the service is performed for purposes of assessing the additional fee.

## VI. WRECKER AND TOWING EQUIPMENT

Contractor shall have in operation at all times at a minimum one (1) light wrecker with a 8,000 pound hand or power winch, crane and boom, and/or one (1) flatbed wrecker with a 8,000 pound power winch, crane and boom. Each wrecker is required to carry the full complement of service items and insurance as outlined in the Illinois Vehicle Code, Chapter 625 ILCS 5/12-606. In addition, the wrecker tow trucks shall be equipped with all safety devices and lights to meet all Illinois Commerce Commission regulations. All tow trucks must be personally inspected for identification and equipment by an officer from the Batavia Police Department before use. Additionally, such wrecker shall be equipped with either radio or telephone equipment, which allows immediate access by police dispatch personnel to a wrecker driver while he or she is in route to a scene in order to update, alter, or rescind any instructions previously given to the driver in relation to the towing assignment. All contact numbers will be supplied to the City within 3 days of the execution of this contract and be updated from time to time. Contractor understands that the City rotates its use of towing contractors, and acknowledges that failure of the City to be able to contact Contractor within a reasonable period of time or get a reasonable response time, shall allow City to request a different towing contractor.

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Vehicles impounded as evidence or requiring special handling such as fingerprinting, photographing, searching, etc., shall not be removed or inspected by any person unless authorized to do so by the Chief of Police or designee. These vehicles shall be kept in a secure enclosure until released to their owners or other legal disposition is made. Contractor shall not allow anyone to photograph, examine or remove articles from such an impounded vehicle without the express written permission of the Chief of Police or designee. Vehicles impounded by the Batavia Police Department shall be held by Contractor a maximum of thirty (30) days. Thereafter, the Department shall arrange for any vehicle remaining on a "hold" status to be moved to a different location provided Contractor has notified the Deputy Police Chief of Administration that the end of a thirty (30) day period is approaching.

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until 24 hours after its formal release from hold status. The Police Department will notify the vehicle owner and the Contractor when a vehicle is released from hold status.

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that security lighting sufficient to illuminate the storage lot be in operation during all hours of darkness. Security lighting may be required for future years of the contract 24 hours/day or with a motion sensor after dusk. The storage lot shall be kept locked at all times other than when access can be and is adequately controlled by on-site employees of either Contractor or employees of the property owner where the storage facility is located. A photo(s) of the storage lot should be included in the proposal.

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- G. Contractor shall provide the Batavia Police Department with the following information for each currently-employed operator within three (3) days of the effective date of this Agreement and for any thereafter-employed operators within three (3) days of their hiring:
  - 1. Name (Including middle initial);
  - 2. Home Address;
  - 3. Sex;
  - 4. Date of Birth; and
  - 5. Drivers license number, state and classification.

No tow truck operator shall be allowed to perform Batavia Police Department directed services until he/she has been approved by the Department. This includes any tow truck operators and tow companies used by the primary towing Contractor to perform backup services.

- H. Contractor shall equip its tow truck operators with written notices containing the fee structure and all acceptable methods of payment, which at the time of the tow or service, shall be provided to the owner or driver of the vehicle. This written notice must be in both English and Spanish. Acceptable methods of payment are defined **as cash, major credit card (Visa and Master Card shall be accepted at a minimum), or personal check with the approval of the company owner or office manager.** A sign disclosing the fee structure for services requested by the Batavia Police Department and all acceptable methods of payment shall be posted prominently in the main office of Contractor. Copies of the written notice provided to the tow truck operators and of the sign within the office of Contractor, shall be provided by Contractor to the Deputy Police Chief of Administration within three (3) days after the Agreement is signed by both the City and Contractor. Contractor will ensure its drivers have the availability of completing a credit card transaction at the scene of a service request, and have either authority to accept personal checks or means to immediately contact a person in the company with authority to approve personal checks.
- I. Contractor shall maintain a separate tow log or other acceptable record keeping system for the Batavia Police Department that shall include the following information:
  - 1. Time, date, location of tow (from & to), hold information if applicable, name and badge number of officer authorizing the tow and police report or incident number.
  - 2. Make, model, vehicle registration and vehicle identification number of the towed vehicle.

3. Itemized billing of initial service charges, special charges, storage charges and vehicle repair charges, if any.
4. Signed release form completed by the person claiming a vehicle.
5. Mechanism (customer complaint form) approved by the Chief of Police or designee for a vehicle owner to report complaints about charges, additional vehicle charges, additional vehicle damage, lost or stolen items or other related problems. Completed forms shall be forwarded to the Deputy Police Chief-Administration as soon as possible after a complaint has been filed with Contractor.

Items 1 and 2 above shall be maintained in a separate logbook. **All** police-related records shall be open at any time for inspection by the Chief of Police or designee. Within the first ten (10) days of every month, Contractor shall provide to the Deputy Police Chief-Administration copies of every invoice PAID by any party from previous month as a result of providing services at the request of the Batavia Police Department.

- J. Contractor is responsible for notifying the owner and/or insurance agent, in writing, for removal of a vehicle which has been towed to the storage lot of Contractor because of a police-directed tow within 48 hours of the tow, using the name and address shown on the Secretary of State's records. If after thirty 30 days Contractor has been unable to notify the owner and/or insurance agent, Contractor, if the storage lot is located within the City of Batavia, it will notify the Batavia Police Department to begin proceedings to process the vehicle as an unclaimed/abandoned auto. The Police Department will review the documentation and ensure proper protocol was followed.
- K. Contractor shall **immediately** report to the Batavia Police Department any acts of theft, vandalism or attempts of same to any vehicle towed as authorized by the Batavia Police Department. If the offense occurs within the City, the requirement shall be met by filing an incident report with the Police Department. If the offense occurs outside the City, such report shall be in writing and contain the date and time of the offense, a complete description of items stolen or damage incurred, a complete description of the car including make, model, year, license plate number, VIN and owners information. Additionally, the Batavia Police Department's original report and incident numbers under which the tow was authorized and the name of the police agency with which the report is being filed shall be provided.
- L. Contractor shall **immediately** notify the Batavia Police Department of any operational changes, e.g., new equipment, changes in location of storage lots, new tow truck operators, etc. Failure to notify the Batavia Police Department may result in suspension of the use of the Contractors' services until inspections ensuring compliance with these specifications are conducted.
- M. Contractor shall ensure that if an agreement exists (as evidenced by inclusion in this Agreement), with another named towing agency to provide heavy wrecker towing related services to the Police Department, **all** towing equipment belonging to the other agency bears the name, telephone number and town of the primary Contractor. This may be done by the use of magnetic signs, which shall be displayed while services to the Batavia Police Department are being provided. Failure of another towing agency to display such signs may result in the Batavia Police Department prohibiting the continued use of the other agency's services.

- N. Contractor shall ensure that its employees obtain either a traffic collision number, incident report number or CAD incident number from any officer at any scene and include it on its invoice. Contractor further shall ensure that its employees routinely pick-up Contractor's copies of tow slips at the Department.
- O. Contractor before forwarding to the Department a request for the junking or auctioning of a vehicle, shall ensure that the Department tow slip is attached or the correct report number is included in the packet.
- P. Contractor shall annually register as a business with the City of Batavia, if and when the City passes an Ordinance requiring same.

## **I. CONTRACTORS LIABILITY INSURANCE**

Contractor shall maintain for the duration of this agreement, statutory Workmen's Compensation and/or Employers Liability Insurance. Contractor also shall maintain minimum liability insurance which meets the requirements established by Chapter 625 ILCS 5/12-606 of the Illinois Vehicle Code. Such policies shall protect Contractor from claims for bodily injury including death to his employees and all others; and from claims of property damage, and/or all of which may arise out of or result from Contractor's operations under this Agreement. A copy of the indemnity bond, certificate of insurance, or insurance policy shall be filed with the City before commencing work. Garage Keeper's Liability Insurance covering fire and/or thefts from or damage done to vehicles while in storage also shall be provided to the City before commencing work. This insurance must clearly indicate all storage facilities utilized from police directed tows are covered. Additionally, Contractor shall provide the city with a letter from the insurance carrier that the City will be notified within ten (10) days of the pending cancellation of any policy relating to this contract. The City of Batavia shall be named as an additional insured on these insurance contracts. Contractor's insurance shall be primary at all times.

Contractor shall have the affirmative duty of providing continued proof(s) of insurance to the City if any of the policies expire during the term of this Agreement. Failure to provide continued proof(s) of insurance, upon City's written notice delivered to Contractor at the address indicated herein, shall result in the suspension of the use of Contractor's services until verification of insurance is provided

## **II. LENGTH OF AGREEMENT**

The term of this Agreement shall be from January 1, 2013 through December 31, 2013, unless otherwise modified in writing by the parties. The City reserves the right to cancel this Agreement at any time upon sixty (60) days advance notice to Contractor and Contractor shall have a similar right. Such notice of termination shall be in writing. Failure of Contractor to perform any aspect of this agreement properly, and/or failure to provide good treatment to the general public, and/or failure to promptly respond to calls for service without good reason, shall be cause for immediate termination of the Agreement without a sixty (60) day advance notification. The City's reasonable determination in this regard shall be binding upon the parties. The bestowing of the Agreement shall be looked upon by the City as a trust; Contractor shall be required to give high quality service and treatment to the public and to the City. The Agreement shall be for a 1 year period, with an option to renew for an additional two (2) years on a year-to-year basis by mutual consent of both parties.

**III. ETHICAL CONSIDERATIONS**

Customer satisfaction in dealing with the towing company shall be of primary importance, along with other factors, such as but not limited to: response times, condition of equipment, cooperation with the City and the ability to adhere to the Agreement with the City. Any company performing City-directed towing and impound services shall conduct its business in an orderly, professional, legal and ethical manner and use every means to gain and justify the confidence of the motoring public. Any breach of this confidence, to be determined at the sole discretion of the City, can be sufficient cause for immediate termination of this Agreement.

Contractor assumes full responsibility for his employees and agents for all acts performed pursuant to this Agreement. Only competent, trustworthy, courteous and sober/drug free employees with high integrity shall be employed to perform any services required by this Agreement. No employee of the Contractor towing agency who has been convicted of any felony charges within the past five (5) years shall be allowed to perform any towing services for the City of Batavia.

In witness thereof, the said parties have executed and signed this Agreement.

CITY OF BATAIVA, an  
Illinois Municipal Corporation

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

CONTRACTOR

By: Rock DL

Date: 12/4/12

ATTEST: \_\_\_\_\_

# CITY OF BATAVIA

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**DATE:** January 11, 2013  
**TO:** Government Services Committee  
**FROM:** Bill McGrath, City Administrator  
**SUBJECT:** Policy for Public Speakers at Council Meetings

One of the hallmarks of government here in Batavia is the fact that the Mayor, Council, Committees and staff-run meetings have always been conducted in a manner which allows the greatest amount of public discourse.

There are different kinds of discourse, that related to getting information to staff while formulating recommendations, to Committees while considering actions to go to Council, and to Councils before final legislative action. There is also a benefit to the citizens themselves in hearing each other talk.

There is also communication which is in the form of statements to a public body whether or not related to legislation before the body. Batavia has always had a "Matters from the Public" as part of its meetings. Coincidentally, some cities have not, and a new statute just went into effect requiring that such an element be formally included in all agendas for public meetings, so you will now see that item explicitly contained in Committee agendas as well.

But the courts have long ruled that in order for the government to run smoothly, it is entitled to limit public participation to reasonable lengths of time, both as a group and as individuals. It is up to the body to determine what is reasonable under the particular circumstances, but most formal policies I have seen generally allow a limitation of remarks before Council to 5-7 minutes per person.

Given the unfortunate incident earlier this week, I think it would give the Mayor and Council another tool with which to make its governance more efficient if it adopted a policy in this regard. I would recommend that the Council adopt a policy of generally limiting individual public statements at City Council meetings to 7 minutes, with the body having the discretion to allow more time depending on the relevance of the issue to pending legislation, the desire of others to speak, remaining business on the agenda, and the duration of the meeting.

If approved, we would draft this into a resolution statement of policy and we would insert a brief description of the policy into our agendas as we have done with our Consent Agenda.

This matter will be on the Government Services Committee agenda for Monday, January 14 for discussion and possible recommendation to the full Council.

Please call with any questions. Thank you.

C: City Council  
Department Heads