

# City of Evansville



## ***Request for Proposal*** **APA-001-2024**

### **Towing and Storage of Nuisance, Wrecked, Impounded, and Abandoned Vehicles**

Issue Date: October 28, 2024

Issued By: City of Evansville  
Purchasing Department  
1 NW Martin Luther King Blvd. Rm. 323  
Evansville, IN 47708

Transmitted Via: Email and Posting on Website:  
<https://www.evansvillegov.org/city/departement/division.php?structureid=130>

Inquiries: Questions should be submitted via Email to:  
Dachenae Streeter  
Purchasing Director  
[dstreeter@evansville.in.gov](mailto:dstreeter@evansville.in.gov)  
812-436-4915

Proposals Due: November 20, 2024 @ 12:30 PM

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# Contractor Instructions

## 1. INTRODUCTION

The Board of Public Safety, for the City of Evansville (the "Owner"), is soliciting competitive proposals from qualified vendors for a three-year contract for the towing and storage of nuisance, wrecked, and impounded vehicles, and towing/storage services of abandoned vehicles as defined under Indiana statutory provisions, especially IC 9-13-2-1, and as those provisions may from time to time be amended by the State legislature. The City is also seeking proposals for towing City-owned that have become inoperable.

Your company, among others, is invited to submit a proposal on a competitive basis in the format described in this Request for Proposal (RFP). This RFP establishes requirements and defines responsibilities of the proposing Vendor (hereinafter "Contractor") to perform all phases of work.

Sealed proposals will be received in Room 301, Civic Center Complex, and 1 N.W. Martin Luther King, Jr. Boulevard, Evansville, Indiana 47708 until 1:00 P.M. (CST) on November 20, 2024 at which time responding vendors will be announced. Proposals to be submitted prior to the scheduled Proposal opening shall be submitted to the Purchasing Department, Room 323, Civic Center Complex, 1 NW Martin Luther King Jr. Boulevard, Evansville, Indiana 47708. Proposals submitted to the Purchasing Department shall be submitted prior to 12:45P.M. (CST) on November 20, 2024.

Please contact the City of Evansville-Vanderburgh County's Director of Purchasing via email to have your company added to the addendum distribution list. The contact information is as follows: Dachenae Streeter dstreeter@evansville.in.gov.

## 2. GENERAL REQUIREMENTS

- A. Must have the ability to tow up to 25 vehicles a day during any eight (8) hour period of time.
- B. Wrecker Service must respond to scene within 20 minutes of notification.
- C. Contractor shall impound vehicles, as requested by Police Officers.
- D. Contractor shall provide the services set forth in this agreement twenty-four (24) hours a day, seven (7) days a week, and three hundred and sixty-five (365) days a year without exception.
- E. Contractor has fleet of registered recovery vehicles capable of providing service.

**MUST HAVE A MINIMUM OF 12 WRECKERS AND THREE (3) TANDEM AXLE WRECKERS CAPABLE Of REMOVING A TRACTOR TRAILER SIZED TRUCK.**

- F. Must be able to store 700-900 vehicles in a secure fashion, with adequate drainage and no mud problem. Storage area shall be a minimum of 4 acres.
- G. Provide secure lock-down opaque fence area for storage of vehicles.
- H. Provide inside secure storage for up to eight (8) cars and two (2) semi-tractors and trailers (reconstruction purposes).
- I. Hours of operation for customer pick-up shall be a minimum of:

7:00 AM - 6:00 PM Monday thru Friday

8:00 AM - 3:00 PM on Saturday

8:00 AM - 12:00 PM on Sunday

## 3. RESPONSE INSTRUCTIONS

## Contractor Instructions

The submitted proposal must follow the rules and format established within this Request for Proposals (RFP). Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to complete any portion of this request may result in rejection of a proposal.

### **4. CONTACT WITH MUNICIPALITY EMPLOYEES**

There shall be no verbal discussion of any nature concerning this RFP between any vendor and City employees, and/or Board Members before, during or after the public opening. This does not include discussions that may occur during site visits by the evaluation team during the review process.

To ensure a fair and objective evaluation of all proposals, vendors are required to submit all inquiries in writing to Dachenae Streeter, with the Evansville-Vanderburgh County Purchasing Department, at [dstreeter@evansville.in.gov](mailto:dstreeter@evansville.in.gov) no later than 4:00 pm CST on Friday, November 8, 2024. All questions will be compiled, answered in writing, posted on the Purchasing Webpage, and sent via email to all contractors who have had themselves added to the email distribution list no later than ten (10) business days prior to proposal opening.

### **5. ASSESS RFP DOCUMENTS**

Before submitting a proposal, Contractors shall examine the specifications and Scope of Work in order to understand all conditions and limitations.

### **6. COSTS OF RFP PREPARATION AND SUBMISSION**

Each Contractor shall be responsible for all costs incurred in order to prepare and submit their response to this RFP.

### **7. OPENING OF PROPOSALS**

All responses received by the submission deadline will be publicly opened at the Board of Public Safety on November 20, 2024 at 1:00 p.m. Responding Contractors are welcome at the public opening. Only the names of the companies responding will be disclosed so as to avoid disclosure of contents to competing Contractors during the process of negotiation (IC 5-22-9-4).

### **8. PROPOSAL REVIEW**

All documents submitted as part of the Contractor's proposal will be deemed confidential during the evaluation process. Contractor proposals will not be available for review by anyone other than the evaluation team or its designated agents. There shall be no disclosure of any Contractor's information to a competing Contractor prior to award of the contract. All applicable information will be subject to public disclosure in accordance with the Freedom of Information Act, at award of contract, cancellation of this RFP, or within 180 days, whichever shall occur first.

### **9. PROPOSAL FORMAT AND FORM**

Each proposal will be prepared in the format specified in a tabbed three-ring binder with a table of contents, incorporating the additional forms provided at the end of this document, and be submitted in a sealed envelope or box showing the vendor's name, business address, bid title, date and time of opening on the front of the envelope. Contractors must submit one (1) original, three (3) copies, and one (1) thumb drive containing all proposal submission documents (must be in Microsoft compatible format). Proposals must be clear, concise, typewritten, and must be signed in ink by the official authorized to bind the submitter to its provisions.

The proposal must be prepared in the following format:

#### **Section 1 – Introduction**

Provide an introduction of your company, including principal owners.

#### **Section 2 – Vendor Background and Qualifications**

Provide narrative responses to the following questions, including any necessary documentation, for each item listed below.

## Contractor Instructions

1. Specify the number of years the Contractor has been in the public sector towing business. Provide public sector vs. private sector for number of clients, as well as revenue percentage comparisons. (Contractor are required to furnish evidence that they have past experience in this type of work as outlined in the Scope of Services, to include specific experience in towing services.)
2. Provide a chronology of the company's growth, heritage, and staff size and ownership structure. Describe the seniority, tenure, and background of the senior management team.
3. Indicate whether the business is a parent or subsidiary in a group of companies.
4. Has this company ever been purchased by another company or acquired because of a merger or acquisition? If yes, provide details regarding the name of the companies involved, specific services/products affected, and when such merger or acquisition(s) took place.
5. What percentage of revenues does towing services, verses other services/products, currently represent to your company?
6. Provide a brief statement of the company's background demonstrating longevity and financial stability.
7. Include the company's past three (3) years of audited Financial Statements.
8. Indicate if the company incurred an annual operating loss in the last 5 years.
9. Has the company had a workforce reduction during the past 5 years? If so, provide details regarding workforce reductions: percentage of workforce, areas affected, senior management team changes, etc.
10. Provide details of all past or pending litigation, liens or claims filed against Contractor in the past five years.
11. Provide details of all past or pending litigation Contractor has filed against others in the past five years.
12. Describe your company's service & support philosophy, how it is carried out, and how success is measured.

### **Section 3 – Customer References**

Please provide at least five (5) customer letters of reference that are representative of the requested towing services.

### **Section 4 – Implementation and Support**

Answer the following questions and provide the necessary documentation for each item listed below.

1. Provide a detailed list of vehicles and other equipment, along with VIN numbers to be utilized in the performance of this service, including proof of State registration of all recovery vehicles.
2. Provide a copy of all necessary occupational license(s) to perform such work, as required by local, state and federal regulations.
3. State your company's firm response schedule for the services. The desired response time is 20 minutes or less.
4. List address, size and current zoning classification of storage facility(ies). Also provide proof of the date "Special Use #9" was received at this facility(ies).
5. Provide a list of all employees, title, date employment began, and certifications obtained (related to this contract), including Commercial Driver's License.

## Contractor Instructions

6. Provide a Copy of your Company's Drug & Alcohol Use Policy.

### Section 5 – Insurance

The successful Contractor shall provide proof of insurance in an amount not less than as follows:

1. \$1,000,000 for injury or death to any one person arising out of any one accident or collision and \$2,000,000.00 aggregate
2. \$1,000,000 for damage to the property of each person resulting from a particular incident
3. \$1,000,000 for damage to vehicles or loss of personal property from vehicles while being towed to or stored at Contractor's storage facility at the request of the City

After award, the City of Evansville shall be an additional named insured on the policy and the towing company's insurance will be primary.

### Section 6 – Cost Information

Please review the specific Scope of Services and provide the Proposed Costs included on pages A-1, B-1, and C-1. Vendors shall not substitute these pages.

### Section 7 – Required Forms

Provide a signed original copy of all forms required to be submitted with this RFP in the following order:

1. Equal Employment Opportunity E-1
2. Indiana Legal Employment Declaration F-1
3. Non-Collusion Affidavit G-1
4. Conflict of Interest / Familial Disclosure H-1
5. Security (Bid) Bond

## 10. DELIVERY OF PROPOSALS

The submittals should be sealed and clearly labeled as:

*Sealed Proposal*  
<Company Name>  
"RFP-036-001-2024 Towing Services,  
Opening November 20, 2024."

It is the sole responsibility of the Contractor to see that their RFP is received in the proper time. Any proposal received after the proposal opening date and time shall be eliminated from consideration and returned to the Contractor unopened.

**Any RFP's delivered prior to 12:45PM CST on November 20, 2024**, shall be delivered to the following address:

Purchasing Department  
Room 323  
1 NW Martin Luther King Jr. Blvd,  
Evansville, IN 47708.

## Contractor Instructions

**NOTE: Contractors may bring proposals directly to the November 20, 2024 Board meeting in room 301 of the Civic Center 1 NW Martin Luther King Jr. Blvd, Evansville, IN 47708. All Proposals must be handed to the Board Secretary by 1:00 p.m. in order to be considered.**

### **11. RESPONSE INSTRUCTIONS**

- A. **All proposals must be received on or before the time and date indicated in the Notice to Vendors.** The responsibility for submitting proposals in a timely manner is solely that of the Contractor. The Owner will not be responsible for delays in mail delivery or delays caused by any other occurrence. Late proposals will not be considered and will be returned, unopened, to the Contractor.
- B. Contractor shall submit their proposal in the required format, utilizing the PROPOSED COSTS forms provided and supplying all the required information.
- C. Contractor are required to provide all requested information. **Proposal should be submitted in a sealed envelope showing the Contractor's name, business address, bid title, date and time of opening on the front of the envelope.** Only information provided inside this envelope will be considered, unless otherwise instructed. Failure to follow this instruction or any other instruction contained in this Request for Proposals may result in the rejection of your proposal.
- D. Complete withdrawal or complete exchange of proposal is acceptable, only if done before scheduled opening.
- E. All proposals must be signed by an authorized official of the Contractor.

### **12. SECURITY (BID) BOND PERFORMANCE BOND**

#### ***Vendors are required to submit a Security Bond with their proposal***

1. All proposals require a security (bid) bond or certified check in an amount equal to \$1,000. Security bonds must be executed by a corporate surety licensed under the laws of Indiana to execute such bonds. The surety must be a corporate surety authorized to do business in Indiana and Power of Attorney must accompany the security bond.
2. All proposals not accompanied by a security bond or a certified check, payable to the Evansville Vanderburgh County Purchasing Department, will be rejected as non-responsive.
3. Vendors wishing the return of the security bond should include a self-addressed stamped envelope with their Proposal. The requested document will be returned as soon as possible upon successfully entering into contract negotiations with a selected Vendor.

#### ***Vendors will be required to submit a Performance Bond during contract negotiations.***

1. In the event that the City enters into final contract negotiations with a Contractor, the City reserves the right to require Contractor to provide a performance bond in the amount of Ten Thousand Dollars (\$10,000.00), which may be used to satisfy any direct damages to the City resulting from Contractor's failure and/or refusal to engage in good faith negotiations and/or honor the terms of its proposal and/or contract. The bond must remain in effect for the duration of the contract. The Performance Bond is to be posted with the Purchasing Department within ten (10) business days after award.

In place of the bond, a certified check or cashier's check in the full amount of the contract may be provided. Such deposits must be filed with the executed contract documents and made a part thereof. It shall be the responsibility of the Contractor to include the cost

### **13. TERMS OF RESULTING CONTRACT**

The duration of this Contract shall be from the date of the signed agreement through December 31, 2023, unless sooner terminated for cause as provided in the contract. Notwithstanding the foregoing, the Owner and the awarded Contractor may, upon their mutual agreement, include an option for a one (1) year extension of the Contract. Any contract extensions approved by the Board of Public Safety shall be made at the unit prices specified in the Successful Vendor's bid/contract(s).

# Contractor Instructions

## **14. DEFAULT AND TERMINATION OF CONTRACT**

The successful vendor shall assume full responsibility for towing services. Should the successful vendor fail to perform within the agreed upon time frame, the City reserves the right to contact another towing company for the services.

Should the successful vendor fail to correct any condition which is in violation of the terms of the contract(s), within 24 hours after having been notified by the Owner, the Owner may declare the contract(s) in default and terminate same immediately.

Vendor's failure to correct a written notice of failure to comply with the terms of contract(s) within 10 days shall be grounds for the City to terminate the contract(s).

## **15. WITHHOLDING PAYMENT**

In the event a contract is cancelled under any provision herein, the City may withhold from the successful vendor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

## **16. INDEMNIFICATION**

The successful vendor shall indemnify, defend and hold harmless the City and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work; and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of their agents or employees by any employee of the successful vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful vendor or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

## **17. DISCLOSURE**

Contractor shall disclose all material facts with its proposal submission pertaining to any adverse information of the vendor or its principals and key employees whom will be providing services under the advertising contract, including:

- a. Felony convictions within the last 5 years;
- b. Bankruptcies discharged within the last 7 years;
- c. Tax liens assessed within the last 5 years; or
- d. Claims filed against either the City or any City department within the last 5 years.

This disclosure shall not apply to any person or entity that is a stockholder owning less than twenty percent (20%) of the outstanding shares of a Contractor whose stock is publicly owned and traded.

Contractor shall also disclose any civil conviction or pending civil litigation involving contract performance during the last five (5) years anywhere in the United States against the Contractor or any business controlled by or affiliated with Contractor.

The Board of Public Safety may reject, at its sole discretion, any Contractor it finds to lack honesty, integrity or moral responsibility, or whose present or former executive employees, officers, directors, stockholders, or partners are found to lack honesty, integrity or moral responsibility. The City of Evansville's finding may be based on the disclosure required herein, the City's own investigation, public records, or any other reliable source of information. The City may also reject any Contractor failing to make the disclosure required herein. By submitting a proposal,



## Contractor Instructions

Contractor recognizes and accepts that the Board of Public Safety may reject any proposal at its sole discretion. The Contractor waives any claim it might have for damages or other relief arising from the rejection of its proposal, or resulting directly or indirectly from the rejection of its proposal based on these grounds, or from the disclosure of any pertinent information relating to the reasons for rejection of its proposal.

# Proposal Evaluation

## 1. EVALUATIONS

The Request for Proposals shall be awarded to the most responsive, responsible offeror whose proposal is determined in writing to be the most advantageous to the governmental body, taking into consideration price and the other evaluation factors set forth in the RFP.

In determining whether an offeror is responsive, the following factors will be considered:

1. Whether the offeror has submitted an offer that conforms in all material respects to the specifications
2. Whether the offeror has submitted an offer that complies specifically with the solicitation and the instructions to offeror
3. Whether the offeror has complied with all applicable statutes, ordinances, resolutions, or rules pertaining to the award of a public contract

In determining whether an offeror is responsible, the following factors will be considered:

1. The ability and capacity of the offeror to provide the service
2. The integrity, character and reputation of the offeror
3. The competency and experience of the offeror

While proposed price of services requested will be relatively important, it is not to be considered the only evaluation factor in determining the winning proposal.

An evaluation team will evaluate proposals on a variety of qualitative criteria as specified below (IC 5-22-9-2).

The criteria for vendor evaluation and consideration are, in order of importance:

1. Size, make-up, age, and condition of towing recovery fleet - 35%
2. Storage Facility capacity, adherence to zoning requirements, and overall appearance - 30%
3. Past Experience providing towing services for a city of similar size to Evansville - 25%
4. Cost of services - 10%

The Owner reserves the right to reject any or all proposals or to make no award. The Owner reserves the right to conduct discussions with Contractors for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. The Owner further reserves the right to waive any and all formalities or irregularities in quoting.

The Owner may award based on initial proposals received, without discussion of such proposals. However, selected Contractors may be invited to make oral presentations to the evaluation team.

The Purchasing Department and/or members of the evaluation team for this RFP reserve the right to physically inspect the storage facility at any time prior to award and throughout the contract.

## 2. SUMMARY OF EVALUATION PROCESS

**Step 1** - Once all proposals are opened, they will be retained by the Purchasing Department to review for responsiveness. This includes, but may not be limited to, ensuring that proposals meet the requirements outlined in Paragraph 9 PROPOSAL FORMAT AND FORMS (page 2), paying particular attention to required forms listed in Section 7 (page 4) and ensuring they are present and properly signed.

**Step 2** - Once proposals are deemed "Responsive," they will be sent to the individual members of the evaluation committee. The individuals will take each proposal into consideration. Each proposal will be treated in the same manner and given equal consideration.

## **Proposal Evaluation**

**Step 3** – The committee will meet and all individual scores will be weighted in accordance with the assigned criteria percentages on page 7 of this RFP and subsequently combined to obtain an overall average score. The committee may answer each other questions at this time and also request to visit site, ask for presentation, and/or ask for clarification questions be sent to vendors.

Once site visits are completed and all questions are answered, committee members will be allowed to revise their individual scores. They will be asked to provide reasoning for these changes in written form.

The weighted individual scores will then be combined again and the average score will determine the proposed successful Vendor.

**Step 4** - This information will be taken to the Board of Public Safety as a recommendation of award and the Board will decide whether to accept.

### **3. PRESENTATIONS**

Contractors may be required to make presentations and/or provide written clarifications of their responses at the request of the municipality.

### **4. RIGHT OF REFUSAL**

The municipality reserves the right to reject all RFPs in their entirety. Furthermore, the Board/City reserves the right to hold the quote of the three (3) lowest Vendors for a period of sixty (60) calendar days from and after the time of the opening. The municipality reserves the right to award the contract in any manner deemed in the best interest of its citizens.

### **5. SUBCONTRACTORS**

The Owners intend to contract with one prime Contractor who will be solely responsible for contractual performance. In the event the prime Contractor utilizes one or more subcontractors, the prime Contractor will assume any/all responsibility for performance of services by the subcontractor(s). Additionally, the City of Evansville must be named as a third-party beneficiary in all subcontracts.

A list of all subcontractors proposed to take part in the performance of the contract must be provided to the City of Evansville for approval prior to contract execution. This request may require that sufficient financial or background information pertaining to included subcontractors be provided.

To the degree available, the subcontractor list and corresponding financial/background information should be included in an appendix with the proposal response.

The City of Evansville reserves the right to limit and/or reject any and all subcontractors.

### **6. MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION**

The City of Evansville formally adopted a Minority and Women Business Utilization Plan illustrating a commitment to achieving significant utilization of Minority and Women Business Enterprises (M/WBE) in the community's purchasing efforts. Goals have been established to provide an atmosphere of equal opportunity for all Contractors and to prohibit discrimination in all aspects of the public operations including the purchasing of products, services, and Public Safety contracts. (See Evansville Municipal Code 3.90.110-180)

### **7. E-VERIFY PROGRAM**

Pursuant to Indiana Code 22-5-1.7-11 (b)(2) the Contractor shall provide documentation that it has enrolled and is participating in the E-Verify Program (see Indiana Legal Employment Declaration form). Contractor is required to submit proof from the E-Verify Program that it is currently enrolled in the Program. An example of confirmation is the confirmation e-mail received from E-Verify that the Contractor has successfully enrolled in E-Verify.

### **8. TAXES**

## **Proposal Evaluation**

The City of Evansville is exempt from Federal, State, and Local Taxes and will not be responsible for any such taxes in connection with the award or performance of this contract.

### **9. LICENSES AND PERMITS**

The successful Contractor or Contractors shall furnish the City of Evansville upon request any and all documentation regarding licenses, permits, certifications and/or registrations required by the laws and regulations of the City of Evansville, Vanderburgh County, the State of Indiana and the United States of America.

The Contractor certifies that it is now and will remain in good standing with the aforementioned governmental agencies and that it will maintains its licenses, permits, certifications and/or registrations in force during the term of the contract/agreement with the City of Evansville, Vanderburgh County, Indiana.

All employees who operate recovery vehicles are required to possess a commercial driver's license. The facility where vehicles are to be stored must be properly zoned and meet all zoning requirements including, but not limited to, "Special Use #9."

City of Evansville Municipal Code (Title 18), referred to as the Zoning Ordinance, addresses fences. The Evansville Municipal Code states that all junkyards, salvage yards, storage yards, outside storage areas shall be completely enclosed with an opaque fence not less than eight feet high. This fencing requirement is mandatory for all storage areas for inoperable vehicles or inoperable equipment.

Vendors shall comply with all applicable Federal, State, and Local laws, ordinances and regulations applicable to the bidding and performance of the contract(s).

### **10. USE OF THE CITY OF EVANSVILLE'S NAME**

Upon entering an agreement, the successful Contractor or Contractors agree not to use the name of the City of Evansville, or any Department, in relation to the agreement within any commercial advertising, trade literature and/or press releases without prior written consent from the City of Evansville.

### **11. INCORPORATED BY REFERENCE**

This Request for Proposal (RFP) distributed by the City of Evansville, including any other required terms, will be incorporated by reference and made a part of any resulting contract, except that any material approved by the City as confidential will not be publicly disclosed.

### **12. CHOICE OF LAW AND VENUE**

Any and all actions or proceedings arising out of, or related to, this RFP and any resulting contract shall be governed by and construed in accordance with the laws of the State of Indiana. Submission of this proposal by Contractor constitutes consent and stipulation to jurisdiction and venue in the Circuit Court of Vanderburgh County, Indiana, concerning all litigation and proceedings arising out of or related to this RFP and any resulting contract.

### **13. ADVERSARIAL PARTIES**

Any party responding to a bid, Request for Proposal, or quote for any contract with the City of Evansville shall be required to disclose any current adversarial litigation, contract dispute, or other adversarial proceeding against the City of Evansville.

Any such disclosure of current adversarial litigation, contract dispute or other adversarial proceeding against the City of Evansville shall be considered a factor in determining the qualification, responsiveness and responsibility of such party in responding to a bid, quote, or Request for Proposal; and the matter shall be referred to the City Law Department for investigation and recommendation to the Board prior to the award of any contract.

The Board shall consider the report and recommendation of the City Law Department in determining the qualifications, responsiveness and responsibility of each such party in awarding any contract.

### **14. FINAL DETERMINATION**

## **Proposal Evaluation**

All final determinations with respect to whether a bidder is responsive and responsible shall be made by the Board of Public Safety. The final decision and selection of a vendor shall be made by the Board of Public Safety, in their sole discretion.

## Scope of Service

### 1. TOWING OF NUISANCE, WRECKED, & IMPOUNDED VEHICLES REQUIREMENTS

#### A. Definitions:

1. "Nuisance" Vehicle shall mean any vehicle parked or left standing on any public street or highway within the City which constitutes a public nuisance or traffic hazard, a vehicle involved in an accident or is in violation of any City ordinance, including but not limited to, Evansville Municipal Code 8.10.3 or State Law.
2. "Dry Run" shall mean any situation wherein services are unneeded or refused.
3. "Emergency Conditions" shall mean a local disaster emergency described in IC 10-14-3-29 and Evansville Municipal Code 2.150.110.

B. Contractor shall provide towing services, as requested by authorized employees of City from locations within the City of Evansville to any locations within Vanderburgh County. Contractor shall maintain the capability of towing up to twenty-five (25) vehicles per any eight (8) hour period of time. City agrees it will call only the Contractor for towing of wrecked, nuisance, and impounded vehicles, within the City of Evansville, except as provided herein.

C. It is agreed that in the event of an accident, the owner or operator of a vehicle involved may select a wrecker service of their choice to remove their vehicle, provided said wrecker can arrive on the scene within 20 minutes when in the opinion of the investigating officer or deputy a traffic hazard exists at the scene. If the investigating officer determines no hazard exists, the response time does not apply.

D. When the Contractor's service is requested, the wrecker must arrive within twenty (20) minutes of notification. If the wrecker fails to arrive within twenty (20) minutes, the investing officer may request service from another wrecker service to remove the vehicle.

E. The services to be provided by Contractor may include lifting, pushing, pulling or removing a vehicle from a public street, highway, right-of-way or other public property to another location or authorized facility.

F. The Contractor shall sweep, collect and dispose of all debris including, but not limited to, broken glass, pieces or parts of vehicles, and dumped loads from an accident scene to which it is summoned, excluding "Dry Runs". Failure to provide clean up at an accident site shall result in the Contractor being responsible for injuries and property damage resulting from Contractor's failure to provide clean up. Repeated violations are a major breach of contract which may result in cancellation of contract. Contractor shall be responsible to reimburse the City for the costs of clean up incurred by use of our own workers or an outside Contractor. Contractor is NOT responsible for cleaning hazardous or special waste.

G. The City of Evansville shall not be charged fees for "DRY RUNS".

H. Nuisance vehicles shall be released to its owner, unless ordered otherwise by the City, if the vehicle has not yet been attached to or hoisted by the towing truck.

I. A list of fees and charges of City towed vehicles shall be posted conspicuously at the Contractor's place of business.

J. Service outlined above shall be available seven (7) days a week, twenty-four (24) hours a day, three hundred sixty-five (365) days a year.

K. Contractor shall maintain a fleet of at least twelve (12) one-ton wreckers capable of providing services regarding automobiles. Contractor shall maintain or have under contract at all times, at least three (3) tandem axle wreckers capable of removing a tractor trailer sized truck. All tow trucks must be equipped with the necessary auxiliary equipment, including, but not limited to, a power operated winch, fire extinguisher, ground-end-tow sling which is capable of hoisting and pulling a vehicle and sufficient equipment to remove debris from the accident scene.

## Scope of Service

- L. All personnel shall be adequately bonded and trained in the performance of acts required under this contract. A sufficient number of experienced wrecker drivers and other personnel shall be either on duty or on call, so as to sufficiently respond to any Police Department or other authorized employees of the City request for services within the required response time.
- M. Contractor's personnel shall take all diligence and due care in preparing a vehicle for towing, and in towing, so as to prevent and/or minimize property damage. They shall abide and obey all traffic laws while going to, while at, and upon leaving the scene of requested service, and in returning to an authorized storage facility. In the event it appears to the investigating officer that any employee of the Contractor has been drinking or is under the influence of any alcoholic beverage, any drug or narcotic, said officer may refuse to allow the employee to tow a vehicle.

Contractor's personnel shall be courteous to and cooperate with members of the public. All employees shall fully cooperate with the Board of Public Safety, the Police Department and any other authorized City employee.

- N. The successful vendor shall be required to collect any service charges or other fees imposed by City. Said fees shall be remitted no less than weekly to the City Controller.
- O. Billing service to be provided to EFD for hazmat cleanup, when notified they will be responsible for billing owner for additional cost, once payment is received contractor agrees to remit payment to the fire department.

### 2. STORAGE OF NUISANCE, WRECKED, & IMPOUNDED VEHICLES REQUIREMENTS

- A. Definitions: "Nuisance" Vehicle shall mean any vehicle parked or left standing on any public street or highway within the City which constitutes a public nuisance or traffic hazard, a vehicle involved in an accident or is in violation of any City ordinance, including but not limited to Evansville Municipal Code 8.10.3 or State Law. (THIS DOES NOT INCLUDE VEHICLES TAGGED AS ABANDONED.)
- B. Contractor shall impound vehicles as requested by authorized officers of the City.
- C. Contractor shall have at least one (1) employee at his storage site during business hours 7:00 AM to 6:00 PM Monday through Friday, 8:00 AM to 3:00 PM on Saturdays and 8:00 AM to 12 PM on Sundays, excluding City holidays. Such employee shall assist in locating and releasing the vehicle to its owner.
- D. A list of fees and charges of City shall be posted conspicuously at the Contractor's place of business.
- E. Contractor shall notify in writing the Police Department by email on a daily basis of any vehicle held more than (30) days.
- F. Contractor shall send a complete and detailed list of all new vehicles towed by each authorized towing entity weekly to that entity to a designation/person specified by the towing entity.
- G. Contractor shall email weekly a complete and detailed list of all vehicles towed by each authorized towing entity that remain in storage, including new tows for the week, to that entity to a designation/person specified by the towing entity.
- H. The thirty (30) day holding requirement does not apply to impounded vehicles as they may be kept for an indefinite period of time. (refer to paragraph E)
- I. Towing service shall be available seven (7) days a week, twenty-four (24) hours a day, and three hundred sixty-five days a year (365 days a year).
- J. An adequate storage facility must be maintained to be used for the storage and safe keeping of vehicles towed at the request of the Police Department. Said storage facility must be located within the City or no more than one (1) mile from the City limits.

## **Scope of Service**

- K. Storage facility must have a minimum of four (4) acres in order to adequately store the number of vehicles towed at the request of the Evansville Police Department, i.e., must be of adequate size to store a minimum of 700 to 900 vehicles in an orderly and secure fashion. The successful vendor shall notify the City if a request is received to provide covered, locked storage and the storage facility is full.
- L. The storage facility shall be enclosed with a secure, 8' high opaque fence and shall be in compliance with all zoning requirements. Contractor shall provide proof of certification of proper zoning and any permits/licenses required for the operation of its business.
- M. Said storage facility shall be adequately drained and level and shall at all times be free from excessive mud and standing water, regardless of weather conditions.
- N. The failure of the Contractor to keep proper storage facilities will result in the immediate termination of this contract.
- O. The storage facility shall be manned twenty-four (24) hours a day, seven (7) days per week and shall ensure that adequate security is available so as to prevent theft or destruction from or to vehicles towed and stored at the request of the Evansville Police Department or other authorized City officials.
- P. Contractor shall provide a safe place within the confines of the storage facility for securing items of personal property that are found inside an impounded vehicle and shall maintain a procedure for properly identifying said property as belonging to any certain vehicle being stored. Additionally, Contractor shall provide a method of noting all visible physical damage to said vehicle.
- Q. The storage facility shall include, within its confines, a separate storage area, under roof, which is capable of being locked, so that vehicles impounded by the Police Department are protected to the extent deemed necessary by the Police Department. This storage facility shall contain an area capable of holding a minimum of EIGHT (8) large automobiles *and* TWO (2) semi-trucks and trailers. This area will be completely sealed from any other work or storage area. This storage area will be locked and the only key will be in the possession of the Evansville Police Department Crime Scene Unit. The failure of the Contractor to keep and maintain proper storage facilities will result in the immediate termination of this contract. The thirty (30) days holding clause does not apply to impounded vehicles.
- R. All personnel shall be adequately bonded and trained in the performance of acts required under this contract. An adequate number of personnel shall be at the storage facility, with authorization to be able to release vehicles to their owners during normal business hours.
- S. Contractor's personnel shall take all diligence and due care in handling any vehicle so as to prevent and/or minimize property damage. In the event it appears to the investigating police officer that any employee of the Contractor has been drinking or is under the influence of any alcoholic beverage, any drug or narcotic, said officer may refuse to allow the employee to handle a vehicle.
- T. Contractor shall allow another properly licensed and insured tow service onto their lot in order to retrieve any vehicle on behalf of the vehicle owner that was towed to the lot under any provision of this agreement. If a fee will be charged to permit this, it shall be indicated in the bid proposal.
- U. Contractor shall place as an addendum to the bid proposal any additional charges, fees or hourly rates that may be charged as a result of any provision of this agreement.
- V. Contractor's personnel shall be courteous to and cooperate with members of the public. All employees shall cooperate with the Board of Public Safety, the Police Department, and any other authorized City Employee.
- W. Contractor's hours of operation for pick-up shall be a minimum of:

7:00 AM - 6:00 PM	Monday thru Friday
8:00 AM - 3:00 PM	Saturday
8:00 AM - 12:00 PM	Sunday

### **3. EMERGENCY CONDITIONS**



## Scope of Service

During any emergency condition or local disaster emergency declared by the Mayor (see IC 10-14-3-29 and Evansville Municipal Code 2.150.110) whereby the successful vendor is unable to expeditiously remove or tow vehicles as a result of said emergency causing serious traffic hazards or jeopardizing public health and safety, the City may at their discretion temporarily authorize any auxiliary wrecker or other towing service to remove said vehicles until said emergency has been declared ended without the City or the parties hereto violating the provisions of this proposal or its intent. During any such declared emergency, special towing arrangements may be made by the Mayor or the Chief of Police including the alteration of towing fees and contracting for the use of auxiliary wrecker or towing services.

**During a declared emergency condition or situation, the successful vendor shall place priority on towing of City emergency response vehicles and City vehicles responding to the emergency such as snow removal equipment over all other towing requests.**

### 4. CITY RESPONSIBILITIES

- A. The City shall provide a list of authorized personnel to the successful vendor of those persons authorized to release vehicles on "hold".
- B. The City shall provide the successful vendor with a written release for "hold" vehicles. Until said written release is received, the successful vendor shall maintain vehicle(s) in a condition satisfactory to the City.
- C. The Officer calling in the tow service shall write on the tow ticket "Inside Storage" if inside storage is required for the towed vehicle. The Successful Vendor shall notify the City if a request is made to provide covered, locked storage and his storage facility is full. The City shall determine which vehicle(s) should be kept in the covered, locked storage facility and which vehicle(s) are able to be relocated to the outside storage area.
- D. Charges shall apply to any tow wherein a dispatcher, Police officer or other authorized official calls in the request for a tow even for a private individual. Also, the charge applies to a tow from anywhere in the City to any other place designated by the owner of the vehicle within the City.

### 5. FUEL ESCALATION / DE-ESCALATION

Due to the fluctuating costs of petroleum products, the successful vendor's contract will provide for an escalation or de-escalation of vendor's quoted prices for towing services to the general public. The base price on diesel fuel shall be set as determined by the OPIS Index for the Evansville area for the Rack Average Price on Ultra Low Sulfur (ULS) Diesel fuel on the date of award. Should the price per gallon of ULS fluctuate (increase OR decrease) \$1.00 per gallon from the base price during the life of the contract, the successful vendor shall be allowed to increase, and **required** to decrease, the quoted price for towing \$5.00 (+/-) per run. Any changes to the price of City ordered towing must be emailed immediately to the Police Department, and the Purchasing Department and posted immediately and conspicuously at the Contractors place of business before the Contractor passes on the increase/decrease to the general public.

## 6. TOWING OF ABANDONED VEHICLES REQUIREMENTS – SCOPE OF SERVICES

The City of Evansville has adopted an ordinance to provide for the removal and disposal of abandoned vehicles in accordance with, and in addition to, Indiana Code 9-22-1, and as those provisions may from time to time be amended by the State legislature. The City has exercised its authority under Home Rule to supplement or clarify IC 9-11-2 to effectuate the purposes of that chapter. A copy of IC 9-22-1 and Evansville Municipal Code 8.10 are attached as part of these proposal documents (Exhibits A & B).

Vendors shall comply with all applicable Federal, State, and Local laws, ordinances and regulations applicable to the bidding and performance of the contract(s).

### A. Definitions:

“Abandoned” Vehicle shall include the following meanings:

1. A vehicle located on public property illegally.
2. A vehicle left on public property without being moved for twenty-four (24) hours.
3. A vehicle located on public property in such a manner as to constitute a hazard or obstruction to the movement of pedestrian or vehicular traffic on a public right-of-way.
4. A vehicle that has remained on private property without the consent of the owner or person in control of that property for more than forty-eight (48) hours.
5. A vehicle from which the engine, transmission, or differential has been removed or that is otherwise partially dismantled or inoperable and left on public property.
6. A vehicle that has been removed by a towing service or public agency upon request of an officer enforcing a statute or a City ordinance **IF** the impounded vehicle is not claimed or redeemed by the owner or the owner’s agent within twenty (20) days after the vehicle’s removal.
7. A vehicle that is at least three (3) model years old, is mechanically inoperable, and is left on private property continuously in a location visible from public property for more than twenty (20) days. A vehicle covered by a tarpaulin or other plastic, vinyl, rubber, cloth, or textile covering is considered to be visible.

B. Contractor shall provide towing services as requested by designated employees of the City from any location within the City of Evansville. Towing services shall be provided between the hours of 8:00 A.M. and 4:00 P.M. Monday through Friday, except holidays observed by the City. Contractor may tow at other times if he chooses.

C. Contractor shall tow abandoned vehicles on public premises within nine (9) working hours from receipt of a proper request to tow. Contractor shall tow abandoned vehicles on private premises upon proper request by designated City employees. Contractor shall not be required to tow more than 5 abandoned vehicles per day.

D. Contractor shall maintain the capacity of towing not less than five (5) abandoned vehicles per day and tow up to five (5) abandoned vehicles per day if so, requested by the City.

E. The services to be provided by Contractor may include lifting, pushing, pulling or removing a vehicle from public or private property to Contractor’s storage facility.

F. Contractor shall not be responsible for the disposal of clean-up of hazardous or special waste contained on or in the abandoned vehicle. Such hazardous or special waste shall be disposed of as directed by the City in accordance with Federal, State and local laws at the cost of the owner of the abandoned vehicle or by the City, if the owner cannot be found, but in no event at the cost of Contractor.

G. Personal property inside the vehicle and not attached to the vehicle or becoming a part of the vehicle, and not seized by the Police Department, shall be returned to the owner upon identification and proof of ownership at no charge. Any dispute shall be decided by the Controller.

H. Contractor shall furnish the City, on forms provided by the City, a complete description of each vehicle towed within eight (8) working hours of the vehicle’s arrival at the temporary storage site. The description furnished shall include the manufacturer’s vehicle identification number, color of vehicle, license number, make and model of the vehicle and the address of the location from which the vehicle was towed.

- I. A list of fees and charges of City shall be posted conspicuously at the Contractor's place of business.
- J. All personnel shall be adequately bonded and trained in the performance of acts required under this contract. A sufficient number of experienced wrecker drivers and other personnel shall be either on duty or on call, so as to sufficiently respond to City authorized employees request for services within the required response time.
- K. Contractor's personnel shall take all diligence and due care in preparing a vehicle for towing and in towing so as to prevent and/or minimize property damage. They shall abide and obey all traffic laws while going to, while at, and upon leaving the scene of requested service, and in returning to an authorized storage facility.
- L. In the event it appears to the designated City employee that any employee of the Contractor has been drinking or is under the influence of any alcoholic beverage, any drug or narcotic, said employee may refuse to allow the employee to tow a vehicle. Contractor's personnel shall be courteous to and cooperate with members of the public. All employees shall fully cooperate with the Board of Public Safety, the Police Department, and any other authorized City employee.
- M. Contractor shall allow another properly licensed and insured tow service onto their lot in order to retrieve any vehicle on behalf of the vehicle owner that was towed to the lot under any provision of this agreement. If a fee will be charged to permit this, it shall be indicated in the bid proposal.
- N. Contractor shall place as an addendum to the bid proposal any proposed additional charges, fees or hourly rates that may be charged as a result of any provision of this agreement, for the City's consideration.

**7. NUISANCE VEHICLES - ADMINISTRATIVE FEE FOR THE UNLAWFUL USE OF VEHICLES TO COMMIT NUISANCES – SCOPE OF SERVICES**

The Common Council of the City of Evansville adopted an ordinance, effective January 1, 2018, to provide for an administrative fee to mitigate the unlawful use of vehicles to commit nuisances upon its citizens. This ordinance adopted protocol to ensure vehicles utilized to commit nuisances are temporarily removed from operation. A copy of Evansville Municipal Code 8.10 is attached as part of these proposal documents (Exhibit C).

Vendors shall comply with all applicable Federal, State, and Local laws, ordinances and regulations applicable to the bidding and performance of the contract(s).

A motor vehicle, operated with the permission, expressed or implied, of the Owner, which is used in the commission of an act where the Operator is charged with any misdemeanor or felony may be subject to seizure and impoundment. The Owner is considered to have committed a nuisance in violation of the City ordinance regardless of whether the misdemeanor or felony arrest of the Operator is custodial.

- A. Definitions:
  - 1. "Operator" means a person in possession of the vehicle at the time a nuisance occurs.
  - 2. "Owner" means any person who, alone, jointly or severally with others, shall have title to the vehicle with or without having actual possession.
- B. When the Police Department orders a vehicle be towed under this section, the designated towing service authorized to tow the vehicle shall assess against the owner of the towed vehicle a City Administration Fee of \$100 which shall be collected in addition to any and all other applicable towing charges.
- C. In addition, the designated towing service shall be authorized to assess against the Owner of the towed vehicle a Towing Administrative Fee of \$25 which shall be collected in addition to any and all other applicable towing charges.
- D. The Owner shall be liable for payment of the towing bill before such vehicle shall be released by the designated towing company.

- E. The City Administrative Fee, authorized by subsection (B) above, shall be forwarded by the designated towing service to the Police Department within thirty (30) days of collection. The towing company will send a monthly check to EFD for all fees collected. The Police Department will then remit the City Administrative fee to the City Controller's Office.
- F. The Towing Administrative Fee, authorized by subsection (C) above, shall be retained by the towing company.
- G. The designated towing company will be required to produce a monthly report that lists the fees collected along with the Tow Ticket #s, Owner Names, VINs, Vehicle Makes Models & Years, as well as the dates of the tow and when the tow was paid.
- H. The tow company will also provide a monthly list of vehicles that went unclaimed where the fee was not collected. A representative of the EPD will be allowed to inspect the "abandoned vehicles" prior to the tow company disposing of vehicles.
- I. If the designated towing service is unable to collect the City Administrative Fee due to a vehicle being unclaimed by the owner of record, it is not liable for providing the uncollected fee to the Police Department.
- J. Any vehicle Owner receiving a notice of a nuisance determination from the Police Department may appeal in writing within ten (10) days from the date of the notice of violation by filing an appeal with the Police Chief or their designee. Appeals will be heard by the Board of Public Safety within thirty (30) days from the date of receipt of the notice of appeal and the decision of the Board of Public Safety shall be final.
- K. If the Owner prevails on its appeal to the Board of Public Safety, the City Administrative Fee shall be refunded to the Owner via the Controller's Office within sixty (60) days thereafter, and the designating towing service shall refund the Towing Administrative Fee directly to the Owner within the same sixty (60) day period.

**8. BILLING SERVICE FOR HAZARDOUS MATERIAL CLEANUP – SCOPE OF SERVICES**

- A. The towing company will be responsible for billing vehicle owner for the cleanup of hazardous materials.
- B. When tow driver reports to scene they will document when hazardous material cleanup occurs.
- C. When hazardous materials are spilled on the roadway, the Evansville Fire Department will be responsible for doing the actual cleanup, and the towing company will be responsible for billing the vehicle owner for the cleanup of hazardous materials.
- D. Evansville Fire Department will provide an itemized invoice to the tow company for all hazardous material spills it cleans up in accordance with the pricing provided below.
- E. Once payment is received, the tow company agrees to remit payment to the Evansville Fire Department at the end of each month.
- F. **CHARGES FOR HAZMAT CLEANUP ON ROADWAY OR HARD SURFACES:**
  - LESS THAN TEN (10) QUARTS - \$350 flat rate
  - ON ROADWAY OR HARD SURFACES MORE THAN TEN (10) QUARTS \$500 per hour
  - OFF ROADWAY OR HARD SURFACES SPILLS WILL BE THE RESPONSIBILITY OF THE TOW COMPANY TO CLEAN AND DO ITS OWN BILLING.

**PROPOSED COSTS**

**RFP-036-001-2024**

**TOWING AND STORAGE OF NUISANCE, WRECKED  
AND IMPOUNDED CITY VEHICLES**

**NON-CITY-OWNED VEHICLES**

This is for vehicles that have had accidents and/or are broken down in the right of way. These are vehicles NOT owned by the City. Only flat fees will be considered.

(Lines 1-15 & lines 17 and 18 will be combined to determine pricing for this proposal.)

- 1. Towing of Automobiles, pickup trucks  
And Passenger Vans \_\_\_\_\_
- 2. Towing of Motorcycles \_\_\_\_\_
- 3. Towing of Truck (over 1 ton) \_\_\_\_\_
- 4. Towing of Semi-truck (without Trailer) \_\_\_\_\_
- 5. Towing of Semi-Truck (with Trailer) \_\_\_\_\_
- 6. Towing of Bus and Large RV \_\_\_\_\_
- 7. Towing of ATV \_\_\_\_\_
- 8. Towing of Tractors, Backhoes & trailers \_\_\_\_\_
- 9. Towing of E-Scooters \_\_\_\_\_
- 10. Per Hour Charge for Recovery \_\_\_\_\_
- 11. Per Mile Charge for Towing Outside Vanderburgh County \_\_\_\_\_
- 12. Jump Starts at scene \_\_\_\_\_
- 13. Jump Starts at storage \_\_\_\_\_
- 14. Clean up and disposal of fluids leaking from vehicle at scene \_\_\_\_\_
- 15. Clean up of leaky fluid at storage \_\_\_\_\_
- 16. Other Fees (describe) \_\_\_\_\_

**STORAGE FOR NON-CITY-OWNED VEHICLES**

- 17. Storage for all vehicles (per day) \_\_\_\_\_
- 18. Storage (exclusions) \_\_\_\_\_

Vehicles shall be held for ten days, and then moved to the abandoned vehicles list for an additional 30 days. At the end of the 30 days the vehicles will be sold at auction.

**PROPOSED COSTS**  
**RFP-036-001-2024**

**CITY-OWNED VEHICLES**

These are vehicles owned by the City of Evansville but not limited to: Evansville Police, Fire Department, METS Buses, Street Maintenance, utility vehicles, and various departments' passenger vehicles etc.

(Lines 1-9 will be combined to determine pricing for this proposal.)

- 1. Towing and Storage of Automobiles, pickups trucks and Passenger Vans. \_\_\_\_\_
  - 2. Towing of motorcycles. \_\_\_\_\_
  - 3. Towing of Truck (over 1 ton) \_\_\_\_\_
  - 4. Towing of Semi-Truck (without trailer) \_\_\_\_\_
  - 5. Towing of Semi-Truck (with Trailer) \_\_\_\_\_
  - 6. Towing of Bus and Large RV \_\_\_\_\_
  - 7. Towing of ATV \_\_\_\_\_
  - 8. Towing of Tractors, Backhoes and Trailers \_\_\_\_\_
  
  - 9. **Charge for storage of City owned vehicles, if any** \_\_\_\_\_
- Service run charges for City owned vehicles, if any:**
- 10. Jump Starts \_\_\_\_\_
  - 11. Changing flat tires \_\_\_\_\_
  - 12. Delivery of gas \_\_\_\_\_  
(over average market price per gallon of gas)

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**NAME (TYPED OR PRINTED)**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**TELEPHONE (Include Area Code)**

\_\_\_\_\_  
**ADDRESS (STREET)**

\_\_\_\_\_  
**CITY, STATE, ZIP CODE**

\_\_\_\_\_  
**FAX NUMBER (Include Area Code)**

\_\_\_\_\_  
**EMAIL**

**TOWING OF ABANDONED VEHICLES**

This is for the towing and storage of abandoned vehicles as defined under Indiana statutory provisions, found in Indiana Code 9-22-1, and Evansville Municipal Code 8.10.100 through 8.10.340 (attached as Exhibits), and as those provisions may from time to time be amended.

The costs for removal and storage of an abandoned vehicle or parts NOT claimed by the person who owns or holds a lien on a vehicle shall be paid from the abandoned vehicle account established by City Municipal Code.

Other Fees (describe) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME (TYPED OR PRINTED)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
TELEPHONE (Include Area Code)

\_\_\_\_\_  
ADDRESS (STREET)

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
FAX NUMBER (Include Area Code)

\_\_\_\_\_  
EMAIL

# EQUAL EMPLOYMENT OPPORTUNITY

(Signed form must be submitted with Bid)

During the performance of the contract, the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.

2. The Contractor agrees that all services, facilities, activities and programs provided as part of this contract will meet the requirements of the Americans with Disabilities Act and the rules and regulations promulgated there under.

3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers' representative of the Contractor's commitments under the Equal Employment Opportunity Section of this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

\_\_\_\_\_  
Vendor Representative (please print)

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Vendor Address

\_\_\_\_\_  
Date



# **INDIANA LEGAL EMPLOYMENT DECLARATION**

**(Signed form must be submitted with Proposal)**

The State of Indiana has enacted a law (I.C. 22-5-1.7-11) requiring all state agencies and political subdivisions request verification from their Contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the City of Evansville must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the Contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, \_\_\_\_\_, a duly authorized agent of \_\_\_\_\_ (name of Company), declare under penalties of perjury that \_\_\_\_\_ (name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
(Authorized Representative of Company)

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Notary Public – Signature

\_\_\_\_\_  
Notary Public – Printed Name

**PLEASE SEE <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> FOR INSTRUCTIONS AND ELECTRONIC REGISTRATION FOR E-VERIFY.**

**NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA )  
 ) ss:  
 \_\_\_\_\_ COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by bidder, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

Bidder further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

\_\_\_\_\_  
 Bidder (Firm)

\_\_\_\_\_  
 Signature of Bidder or Agent

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

**ACCEPTANCE**

There now being sufficient unobligated appropriated funds available, the contracting authority of \_\_\_\_\_ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered \_\_\_\_\_ and promises to pay the undersigned bidder upon delivery the price quoted for the materials/equipment stipulated in said bid.

Contracting Authority Members:

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Project:** \_\_\_\_\_

**ALL Vendors** must complete this Conflict-of-Interest Familial Disclosure Form and must attach the completed form to the proposal.

I affirm that no principal, representative, agent, employee, Contractor or potential subcontractors, or other acting on behalf of or legally capable of acting on the behalf of the vendor (a "Vendor Party"), is currently an employee of the City of Evansville (" City"), any City department or a member of any City Board or Council; nor will any such person connected to the vendor be privy to any City information which may constitute a conflict of interest; or, if such a conflict or relationship does exist, I have disclosed the nature of the relationship or conflict below.

By the attached sworn and notarized statement, we are disclosing the following familial relationship(s) that exists between a Vendor Party and any employee or member of any City Department or board.

As the vendor, I understand that completing this form and self-disclosing potential conflicts of interest does not necessarily disqualify a vendor, but aids in identifying conflicts of interests which must be addressed pursuant to I.C. 35-44.1-1 et al. Further, the City will ensure that any individuals identified with a potential conflict will not be allowed to participate in the scoring or evaluation of the proposal packages, to ensure the integrity of the process.

The following is a list of individuals who may pose a potential conflict of interest as described above Please provide the name, relationship with the City and the nature of the potential conflict, or if applicable: "NONE":

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***Signature(s):*** \_\_\_\_\_

***Title:*** \_\_\_\_\_

***Vendor/Bidder:*** \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, who having been duly sworn, acknowledged and  
affirmed that they did sign said instrument as such officer or authorized agent for and on behalf of  
\_\_\_\_\_, and by authority granted by such entity, that the same is their free act and deed and the free act  
and deed of said entity.

**WITNESS** my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires:

Notary Public

\_\_\_\_\_  
My County of residence is:

\_\_\_\_\_ County, State of \_\_\_\_\_

\_\_\_\_\_  
Name of Notary Public

# EXHIBIT A

## IC 9-22ARTICLE 22. ABANDONED, SALVAGED, AND SCRAP VEHICLES

- Ch. 1. Abandoned Vehicles
- Ch. 1.5. Abandoned Mobile Homes
- Ch. 1.7. Abandoned Manufactured Homes in Mobile Home Communities
- Ch. 2. Unauthorized Storage of Motor Vehicles
- Ch. 3. Salvage Motor Vehicles
- Ch. 4. Repealed
- Ch. 5. Scrapping Motor Vehicles
- Ch. 6. Mechanic's Liens for Vehicles

### IC 9-22-1Chapter 1. Abandoned Vehicles

- 9-22-1-0.3 Placement of notice tags for abandoned vehicles; required information on notice tag; towing service recovery of costs
- 9-22-1-1 Application of chapter
- 9-22-1-2 "Officer"
- 9-22-1-3 "Public agency"
- 9-22-1-3.5 "Storage yard"
- 9-22-1-4 Responsibility and liability of owner of abandoned vehicle or parts; limitation of costs for storage
- 9-22-1-5 Discovery of possession by person other than vehicle owner
- 9-22-1-6 Repealed
- 9-22-1-7 Inability to determine ownership; declaring vehicle abandoned
- 9-22-1-8 Release to owner or lienholder of stored vehicle; required notification; fees; payments; business hours
- 9-22-1-9 Repealed
- 9-22-1-10 Repealed
- 9-22-1-11 Tagging abandoned vehicle or parts
- 9-22-1-12 Officer's abandoned vehicle report; photographs
- 9-22-1-13 Disposal of vehicle or parts; retention of records and photographs by bureau
- 9-22-1-14 Duties of tagging officer; towing and storage of vehicle or parts
- 9-22-1-15 Discovery of vehicle abandoned on private property
- 9-22-1-16 Towing vehicle from private property
- 9-22-1-17 Notice to bureau given by service towing vehicle from rental property
- 9-22-1-18 Complaint by person owning or controlling private property
- 9-22-1-19 National data base search; notification; storage costs
- 9-22-1-20 Repealed
- 9-22-1-21 Means of vehicle identification not available; disposal without notice
- 9-22-1-21.5 Liens on vehicles; public sale or auction; civil damages
- 9-22-1-22 Repealed
- 9-22-1-23 Public sale by unit or holder of mechanic's lien; notice
- 9-22-1-24 Purchasers at public sales; bill of sale; fees; roadworthiness of vehicle
- 9-22-1-25 Payment of removal, storage, and disposition costs; cost limits
- 9-22-1-26 Sale proceeds credited against removal, storage, and disposition costs
- 9-22-1-27 Sales by city, county, or town; deposit of proceeds; payment of public agency costs; appropriations
- 9-22-1-28 Repealed
- 9-22-1-29 Repealed
- 9-22-1-30 Fiscal body procedures established by ordinance; abandoned vehicle fund
- 9-22-1-31 Public agencies; personnel, property, and towing contracts; fiscal body ordinances
- 9-22-1-32 Liability for loss or damage to vehicle or vehicle parts

### IC 9-22-1-0.3 Placement of notice tags for abandoned vehicles; required information on notice tag; towing service recovery of costs

Sec. 0.3. (a) This section applies to an abandoned vehicle:

- (1) that was towed by a towing service from private property before May 2, 2001;
- (2) that is in possession of a towing service company on May 2, 2001;
- (3) that could have been removed from private property under sections 15 and 16 of this chapter, both as amended by P.L.108-2001, if P.L.108-2001 were in effect at the time that the towing service removed the abandoned vehicle from the private property; and
- (4) for which the towing service has not received payment for the towing charges accruing from removal of the vehicle from private property.

(b) The towing service may post the notice tag required by section 15 of this chapter, as amended by P.L.108-2001, on a picture of the abandoned vehicle and place the notice tag and picture in a prominent place on the private property from which the abandoned vehicle was towed for the time required by section 15 of this chapter, as amended by P.L.108-2001. The name and address on the notice tag may be the name and address of the owner of the private property or the name and address of the towing service. The notice tag must state the address where the

## EXHIBIT A

vehicle is located. Compliance with this subsection shall be treated as compliance with section 15 of this chapter, as amended by P.L.108-2001.

(c) A towing service may recover costs incidental to the removal and storage of an abandoned vehicle that accrued before May 2, 2001, to the same extent as if the costs were accrued after May 2, 2001.

*As added by P.L.220-2011, SEC.218.*

### **IC 9-22-1-1Application of chapter**

Sec. 1. This chapter does not apply to the following:

- (1) A vehicle in operable condition specifically adapted or constructed for operation on privately owned raceways.
- (2) A vehicle stored as the property of a member of the armed forces of the United States who is on active duty assignment.
- (3) A vehicle located on a vehicle sale lot.
- (4) A vehicle located upon property licensed or zoned as an automobile scrapyard.
- (5) An antique vehicle registered and licensed under IC 9-18-12 (before its expiration), a historic vehicle licensed under IC 9-18.5-34, or a military vehicle registered under IC 9-18.1-8.
- (6) A golf cart.
- (7) An off-road vehicle.

[Pre-1991 Recodification Citation: 9-9-1.1-15.]

*As added by P.L.2-1991, SEC.10. Amended by P.L.108-2001, SEC.2; P.L.150-2009, SEC.15; P.L.259-2013, SEC.19; P.L.256-2017, SEC.162.*

### **IC 9-22-1-2"Officer"**

Sec. 2. As used in this chapter, "officer" means the following:

- (1) A regular member of the state police department.
- (2) A regular member of a city or town police department.
- (3) A town marshal or town marshal deputy.
- (4) A conservancy district marshal or deputy conservancy district marshal.
- (5) A regular member of the county police force.
- (6) An individual of an agency designated by ordinance of the fiscal body.

[Pre-1991 Recodification Citation: 9-9-1.1-2 part.]

*As added by P.L.2-1991, SEC.10. Amended by P.L.122-2023, SEC.5.*

### **IC 9-22-1-3"Public agency"**

Sec. 3. As used in this chapter, "public agency" means a local or state agency given the responsibility by statute or ordinance for the removal, storage, and disposal of abandoned vehicles.

[Pre-1991 Recodification Citation: 9-9-1.1-2 part.]

*As added by P.L.2-1991, SEC.10. Amended by P.L.191-2007, SEC.6; P.L.157-2017, SEC.1.*

### **IC 9-22-1-3.5"Storage yard"**

Sec. 3.5. As used in this chapter, "storage yard" means a storage facility or a towing service used for the removal and storage of abandoned vehicles or parts.

*As added by P.L.104-2005, SEC.2.*

### **IC 9-22-1-4Responsibility and liability of owner of abandoned vehicle or parts; limitation of costs for storage**

Sec. 4. (a) Except as provided in subsection (d), the owner of an abandoned vehicle or parts is:

- (1) responsible for the abandonment; and
- (2) liable for all of the costs incidental to the removal, storage, and disposal;

of the vehicle or the parts under this chapter.

(b) Except as provided in subsection (c), the costs for storage of an abandoned vehicle may not exceed two thousand dollars (\$2,000).

(c) The costs for storage of an abandoned vehicle with a length of at least thirty (30) feet may not exceed two thousand five hundred dollars (\$2,500).

## EXHIBIT A

(d) If an abandoned vehicle is sold by a person who removed, towed, or stored the vehicle, the person who previously owned the vehicle is not responsible for storage fees.

(e) If an abandoned vehicle is sold by a person who removed, towed, or stored the vehicle, and proceeds from the sale of the vehicle covered the removal, towing, sale disposal, and storage expenses, any remaining proceeds from the sale of the vehicle shall be returned as described in this chapter or IC 9-22-6, whichever is applicable.

[Pre-1991 Recodification Citation: 9-9-1.1-3.]

*As added by P.L.2-1991, SEC.10. Amended by P.L.104-2005, SEC.3; P.L.191-2007, SEC.7; P.L.125-2012, SEC.113; P.L.157-2017, SEC.2; P.L.127-2021, SEC.5.*

### **IC 9-22-1-5Discovery of possession by person other than vehicle owner**

Sec. 5. When an officer discovers a vehicle in the possession of a person other than the owner of the vehicle and the person cannot establish the right to possession of the vehicle, the vehicle shall be taken to and stored in a suitable place determined by the officer.

[Pre-1991 Recodification Citation: 9-9-1.1-4(a) part.]

*As added by P.L.2-1991, SEC.10. Amended by P.L.125-2012, SEC.114; P.L.262-2013, SEC.104.*

### **IC 9-22-1-6Repealed**

[Pre-1991 Recodification Citation: 9-9-1.1-4(a) part.]

*As added by P.L.2-1991, SEC.10. Amended by P.L.191-2007, SEC.8. Repealed by P.L.125-2012, SEC.115.*

### **IC 9-22-1-7Inability to determine ownership; declaring vehicle abandoned**

Sec. 7. If:

- (1) the owner or lienholder under section 8 of this chapter does not appear and pay all costs; or
- (2) the owner of a vehicle cannot be determined by a search conducted under section 19 of this chapter;

the vehicle is considered abandoned and must be disposed of under this chapter.

[Pre-1991 Recodification Citation: 9-9-1.1-4(b).]

*As added by P.L.2-1991, SEC.10. Amended by P.L.191-2007, SEC.9; P.L.125-2012, SEC.116.*

### **IC 9-22-1-8Release to owner or lienholder of stored vehicle; required notification; fees; payments; business hours**

Sec. 8. (a) Subject to subsection (b), if the properly identified person who owns or holds a lien on a vehicle appears at the site of storage before disposal of the vehicle or parts and pays all costs relating to a tow, the storage of the vehicle, and all allowable fees, as applicable, the vehicle or parts shall be released.

(b) A towing service or storage yard may charge an inspection fee to an owner, a lienholder, or an insurance company representative to inspect a vehicle or retrieve items from the vehicle. A fee under this subsection must be refunded if the costs relating to a tow, the storage of the vehicle, and all allowable fees, as applicable, are paid under subsection (a).

(c) A towing service or storage yard must accept payment made by any of the following means from a person seeking to release a vehicle under this section:

- (1) Cash.
- (2) Certified check.
- (3) Insurance check.
- (4) Money order.

A towing service or storage facility may elect to accept payment by means of a credit card or debit card.

(d) Upon receiving payment of all costs relating to a tow, the storage of a vehicle, and all allowable fees, as applicable, a towing service or storage yard shall provide to the person making payment an itemized receipt that includes the information set forth in IC 24-14-5, to the extent the information is known or available.

(e) A towing service or storage yard must be open for business and accessible by telephone during regular office hours. A towing service or storage yard must provide a telephone number that is available on a twenty-four (24) hour basis to receive calls and messages from callers, including calls made outside of regular office hours. All calls made to a towing service or storage yard must be returned within twenty-four (24) hours from the time received. However, if adverse weather, an act of God, or an emergency situation over which the towing service or storage yard has no control prevents the towing service or storage yard from returning calls within twenty-four (24) hours, the towing service or storage yard shall return all calls received as quickly as possible.

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(f) A towing service or storage yard shall, if required, notify the appropriate public agency of all releases under this section. The notification must include:

- (1) the name and address of:
  - (A) the person that owns or holds a lien on the vehicle; and
  - (B) the insurance company that insures the vehicle, if the vehicle was released to a representative of the insurance company;
- (2) the signature of the individual to whom the vehicle was released;
- (3) a description of the vehicle or parts;
- (4) costs paid; and
- (5) the date of release.

[Pre-1991 Recodification Citation: 9-9-1.1-4(c) part.]

*As added by P.L.2-1991, SEC.10. Amended by P.L.125-2012, SEC.117; P.L.281-2019, SEC.1.*

### **IC 9-22-1-9 Repealed**

[Pre-1991 Recodification Citation: 9-9-1.1-4(c) part.]

*As added by P.L.2-1991, SEC.10. Amended by P.L.66-1992, SEC.4; P.L.191-2007, SEC.10. Repealed by P.L.125-2012, SEC.118.*

### **IC 9-22-1-10 Repealed**

[Pre-1991 Recodification Citation: 9-9-1.1-4(d).]

*As added by P.L.2-1991, SEC.10. Repealed by P.L.191-2007, SEC.21.*

### **IC 9-22-1-11 Tagging abandoned vehicle or parts**

Sec. 11. An officer who finds or is notified of a vehicle or parts believed to be abandoned shall attach in a prominent place a notice tag containing the following information:

- (1) The date, time, officer's name, public agency, and address and telephone number to contact for information.
- (2) That the vehicle or parts are considered abandoned.
- (3) That the vehicle or parts will be removed after:
  - (A) twenty-four (24) hours, if the vehicle is located on or within the right-of-way of an interstate highway or any highway that is designated as part of the state highway system under IC 8-23-4; or
  - (B) seventy-two (72) hours, for any other vehicle.
- (4) That the person who owns the vehicle will be held responsible for all costs incidental to the removal, storage, and disposal of the vehicle.
- (5) That the person who owns the vehicle may avoid costs by removal of the vehicle or parts within:
  - (A) twenty-four (24) hours, if the vehicle is located on or within the right-of-way of an interstate highway or any highway that is designated as part of the state highway system under IC 8-23-4; or
  - (B) seventy-two (72) hours, for any other vehicle.

[Pre-1991 Recodification Citation: 9-9-1.1-5(a).]

*As added by P.L.2-1991, SEC.10. Amended by P.L.66-1992, SEC.5; P.L.131-2008, SEC.47; P.L.54-2009, SEC.6.*

### **IC 9-22-1-12 Officer's abandoned vehicle report; photographs**

Sec. 12. If a vehicle or a part tagged under section 11 of this chapter is not removed within the applicable period, the officer shall prepare a written abandoned vehicle report of the vehicle or parts, including information on the condition and missing parts. Photographs may be taken to describe the condition of the vehicle or parts.

[Pre-1991 Recodification Citation: 9-9-1.1-5(b).]

*As added by P.L.2-1991, SEC.10. Amended by P.L.131-2008, SEC.48; P.L.125-2012, SEC.119.*

### **IC 9-22-1-13 Disposal of vehicle or parts; retention of records and photographs by bureau**

Sec. 13. (a) If the vehicle is a junk vehicle and the market value of an abandoned vehicle or parts is less than:

- (1) one thousand dollars (\$1,000); or
- (2) in a municipality that has adopted an ordinance under subsection (b), the amount established by the ordinance;

the towing service shall immediately transfer the vehicle to a storage yard. A copy of the abandoned vehicle report and photographs, if applicable, relating to the abandoned vehicle shall be provided to the storage yard. A towing



## EXHIBIT A

service or storage yard may dispose of an abandoned vehicle not less than thirty (30) days after the date on which the towing service removed the abandoned vehicle. A city, county, or town that operates a storage yard under IC 36-9-30-3 may dispose of an abandoned vehicle to an automobile scrapyards or an automotive salvage recycler upon removal of the abandoned vehicle. The public agency or storage yard disposing of the vehicle shall retain the original records and photographs for at least two (2) years. If the vehicle is demolished, a copy of the abandoned vehicle report shall be forwarded to the bureau by the automobile scrap yard after the vehicle has been demolished.

(b) The legislative body of a municipality (as defined in IC 36-1-2-11) may adopt an ordinance that establishes the market value below which an officer may dispose of a vehicle or parts under subsection (a). However, the market value established by the ordinance may not be more than seven hundred fifty dollars (\$750).

(c) When the bureau receives the report described in subsection (a), the bureau shall note the status of the vehicle in the records of the bureau.

[Pre-1991 Recodification Citation: 9-9-1.1-5(c).]

*As added by P.L.2-1991, SEC.10. Amended by P.L.92-1997, SEC.2; P.L.104-2005, SEC.4; P.L.191-2007, SEC.11; P.L.125-2012, SEC.120.*

### **IC 9-22-1-14 Duties of tagging officer; towing and storage of vehicle or parts**

Sec. 14. (a) If in the opinion of the officer the market value of the abandoned vehicle or parts is at least:

- (1) one thousand dollars (\$1,000); or
- (2) in a municipality that has adopted an ordinance under section 13(b) of this chapter, the amount established by the ordinance;

the officer, before placing a notice tag on the vehicle or parts, shall make a reasonable effort to ascertain the person who owns the vehicle or parts or who may be in control of the vehicle or parts.

(b) After seventy-two (72) hours, the officer shall require the vehicle or parts to be towed to a storage yard or towing service.

[Pre-1991 Recodification Citation: 9-9-1.1-5(d).]

*As added by P.L.2-1991, SEC.10. Amended by P.L.92-1997, SEC.3; P.L.104-2005, SEC.5; P.L.125-2012, SEC.121.*

### **IC 9-22-1-15 Discovery of vehicle abandoned on private property**

Sec. 15. (a) A person who finds a vehicle believed to be abandoned on private property that the person owns or controls, including rental property, may:

- (1) obtain the assistance of an officer under section 18 of this chapter to have the vehicle removed; or
- (2) personally arrange for the removal of the vehicle by complying with subsection (b) and section 16 of this chapter.

(b) If the person wishes to personally arrange for the removal of the vehicle, the person shall attach in a prominent place a notice tag containing the following information:

- (1) The date, time, name, and address of the person who owns or controls the private property and a telephone number to contact for information.
- (2) That the vehicle is considered abandoned.
- (3) That the vehicle will be removed after twenty-four (24) hours.
- (4) That the person who owns the vehicle will be held responsible for all costs incidental to the removal, storage, and disposal of the vehicle.
- (5) That the person who owns the vehicle may avoid costs by removal of the vehicle or parts within twenty-four (24) hours.

[Pre-1991 Recodification Citation: 9-9-1.1-5.5(a); (b).]

*As added by P.L.2-1991, SEC.10. Amended by P.L.130-1995, SEC.1; P.L.108-2001, SEC.3; P.L.54-2009, SEC.7.*

### **IC 9-22-1-16 Towing vehicle from private property**

Sec. 16. (a) If after twenty-four (24) hours the person who owns a vehicle believed to be abandoned on private property has not removed the vehicle from the private property, the person who owns or controls the private property on which the vehicle is believed to be abandoned may have the vehicle towed from the private property.

(b) Notwithstanding subsection (a), in an emergency situation a vehicle believed to be abandoned on private property may be removed immediately. As used in this subsection, "emergency situation" means that the presence of the vehicle believed to be abandoned interferes physically with the conduct of normal business operations of the person who owns or controls the private property or poses a threat to the safety or security of persons or property, or both.

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[Pre-1991 Recodification Citation: 9-9-1.1-5.5(c).]

*As added by P.L.2-1991, SEC.10. Amended by P.L.130-1995, SEC.2; P.L.108-2001, SEC.4; P.L.104-2005, SEC.6; P.L.191-2007, SEC.12; P.L.54-2009, SEC.8; P.L.262-2013, SEC.105.*

### **IC 9-22-1-17 Notice to bureau given by service towing vehicle from rental property**

Sec. 17. A towing service that tows a vehicle under section 16 of this chapter shall give notice to the public agency that the abandoned vehicle is in the possession of the towing service.

[Pre-1991 Recodification Citation: 9-9-1.1-5.5(d).]

*As added by P.L.2-1991, SEC.10. Amended by P.L.191-2007, SEC.13; P.L.125-2012, SEC.122.*

### **IC 9-22-1-18 Complaint by person owning or controlling private property**

Sec. 18. Upon complaint of a person who owns or controls private property that a vehicle has been left on the property for at least forty-eight (48) hours without the consent of the person who owns or controls the property, an officer shall follow the procedures set forth in sections 11 through 14 of this chapter.

[Pre-1991 Recodification Citation: 9-9-1.1-10.]

*As added by P.L.2-1991, SEC.10.*

### **IC 9-22-1-19 National data base search; notification; storage costs**

Sec. 19. (a) Within three (3) business days after removal of a vehicle to a storage yard or towing service under section 13, 14, 16, or 31 of this chapter or IC 9-22-6, the public agency or towing service shall conduct a search of the National Motor Vehicle Title Information System or an equivalent and commonly available data base to attempt to obtain the last state of record of the vehicle in order to attempt to ascertain the name and address of the person who owns or holds a lien on the vehicle.

(b) A public agency or towing service that obtains the name and address of the owner of or lienholder on a vehicle shall, not later than three (3) business days after obtaining the name and address, notify the owner of the vehicle and any lienholder on the vehicle, as indicated by the certificate of title or discovered by a search under subsection (a), of the following:

- (1) The name, address, and telephone number of the public agency or towing service.
- (2) That storage charges are being accrued and the vehicle is subject to sale if the vehicle is not claimed and the charges are not paid.
- (3) The earliest possible date and location of the public sale or auction.

The notice must be made by certified mail or a certificate of mailing or by means of an electronic service approved by the bureau. Notwithstanding section 4 of this chapter, a public agency or towing service that fails to notify the owner of or lienholder on the vehicle as set forth in this subsection may not collect additional storage costs incurred after the date of receipt of the name and address obtained.

[Pre-1991 Recodification Citation: 9-9-1.1-6(a).]

*As added by P.L.2-1991, SEC.10. Amended by P.L.66-1992, SEC.6; P.L.78-2003, SEC.1; P.L.104-2005, SEC.7; P.L.191-2007, SEC.14; P.L.125-2012, SEC.123; P.L.62-2014, SEC.2; P.L.157-2017, SEC.3; P.L.281-2019, SEC.2; P.L.118-2022, SEC.25.*

### **IC 9-22-1-20 Repealed**

[Pre-1991 Recodification Citation: 9-9-1.1-6(b); (c).]

*As added by P.L.2-1991, SEC.10. Amended by P.L.92-1997, SEC.4. Repealed by P.L.191-2007, SEC.21.*

### **IC 9-22-1-21 Means of vehicle identification not available; disposal without notice**

Sec. 21. If a vehicle or parts are in such a condition that vehicle identification numbers or other means of identification are not available to determine the person who owns or holds a lien on the vehicle, the vehicle may be disposed of without notice.

[Pre-1991 Recodification Citation: 9-9-1.1-7(a).]

*As added by P.L.2-1991, SEC.10.*

### **IC 9-22-1-21.5 Liens on vehicles; public sale or auction; civil damages**

Sec. 21.5. (a) A person that provides towing services for a vehicle:

- (1) at the request of a person on whose property an abandoned vehicle is located; or
- (2) in accordance with this chapter;

## EXHIBIT A

has a lien on the vehicle for the reasonable value of the charges for the towing services and other related costs in accordance with IC 9-22-6.

(b) Subject to subsection (c), a person that obtains a lien for an abandoned vehicle under this section must comply with sections 16, 17, 19, and 23 of this chapter. After the requirements of this subsection have been met, a vehicle may be sold at public sale or public auction.

(c) If the vehicle is determined in a commercially reasonable manner to have a fair market value of more than three thousand five hundred dollars (\$3,500) by the person that obtains a lien for the abandoned vehicle, the lienholder shall comply with:

- (1) section 16 of this chapter;
- (2) section 17 of this chapter;
- (3) section 19 of this chapter; and
- (4) IC 9-22-6.

After the requirements of this subsection have been met, a vehicle may be sold at public auction.

(d) A person that violates subsection (b) or (c) is liable for civil damages to any person that suffers harm because of the violation.

*As added by P.L.125-2012, SEC.124. Amended by P.L.262-2013, SEC.106; P.L.198-2016, SEC.369; P.L.157-2017, SEC.4.*

### **IC 9-22-1-22 Repealed**

[Pre-1991 Recodification Citation: 9-9-1.1-7(b) part.]

*As added by P.L.2-1991, SEC.10. Amended by P.L.92-1997, SEC.5. Repealed by P.L.191-2007, SEC.21.*

### **IC 9-22-1-23 Public sale by unit or holder of mechanic's lien; notice**

Sec. 23. (a) This section applies to a unit or holder of a mechanic's lien under this chapter, including a towing service, city, town, or county.

(b) Except as provided in subsection (c), if the person who owns or holds a lien upon a vehicle does not appear within twenty (20) days after the mailing of a notice or the notification made by electronic service under section 19 of this chapter, the holder of a mechanic's lien may sell the vehicle or parts by either of the following methods:

- (1) The holder of a mechanic's lien may sell the vehicle or parts to the highest bidder at a public sale or public auction. Notice of the sale or auction shall be given under IC 5-3-1, except that only one (1) insertion in an appropriate publication one (1) week before the public sale or auction is required.
- (2) The unit may sell the vehicle or part as unclaimed property under IC 36-1-11. The twenty (20) day period for the property to remain unclaimed is sufficient for a sale under this subdivision.

(c) This subsection applies to a consolidated city or county containing a consolidated city. If the person who owns or holds a lien upon a vehicle does not appear within fifteen (15) days after the mailing of a notice or the notification made by electronic service under section 19 of this chapter, the holder of a mechanic's lien may sell the vehicle or parts by either of the following methods:

- (1) The holder of a mechanic's lien may sell the vehicle or parts to the highest bidder at a public sale. Notice of the sale shall be given under IC 5-3-1, except that only one (1) newspaper insertion one (1) week before the public sale is required.
- (2) The unit may sell the vehicle or part as unclaimed property under IC 36-1-11. The fifteen (15) day period for the property to remain unclaimed is sufficient for a sale under this subdivision.

[Pre-1991 Recodification Citation: 9-9-1.1-7(b) part.]

*As added by P.L.2-1991, SEC.10. Amended by P.L.92-1997, SEC.6; P.L.191-2007, SEC.15; P.L.125-2012, SEC.125; P.L.147-2016, SEC.6; P.L.157-2017, SEC.5.*

### **IC 9-22-1-24 Purchasers at public sales; bill of sale; fees; roadworthiness of vehicle**

Sec. 24. A person that purchases a vehicle under section 23 of this chapter shall be furnished a bill of sale for each abandoned vehicle sold by the public agency upon paying the fee for a bill of sale imposed by the public agency. The fee may not exceed six dollars (\$6) for each bill of sale. A person that purchases a vehicle under section 23 of this chapter must:

- (1) present evidence from a law enforcement agency that the vehicle purchased is roadworthy, if applicable; and
- (2) comply with the applicable requirements under IC 9-17;

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to obtain a certificate of title for the vehicle.

[Pre-1991 Recodification Citation: 9-9-1.1-8; Pre-2016 Revision Citation: 9-29-7-1.]

*As added by P.L.2-1991, SEC.10. Amended by P.L.66-1992, SEC.7; P.L.191-2007, SEC.16; P.L.198-2016, SEC.370.*

### **IC 9-22-1-25Payment of removal, storage, and disposition costs; cost limits**

Sec. 25. The costs for removal and storage of an abandoned vehicle or parts not claimed by the person who owns or holds a lien on a vehicle shall be paid from the abandoned vehicle account established under section 30 of this chapter. The charge payable by the person who owns or holds a lien on a vehicle for towing, storing, or removing an abandoned vehicle or parts may not exceed the limits established by ordinance adopted under section 30 of this chapter.

[Pre-1991 Recodification Citation: 9-9-1.1-12.]

*As added by P.L.2-1991, SEC.10.*

### **IC 9-22-1-26Sale proceeds credited against removal, storage, and disposition costs**

Sec. 26. The proceeds of sale of an abandoned vehicle or parts under section 23 of this chapter shall be credited against the costs of the removal, storage, and disposal of the vehicle.

[Pre-1991 Recodification Citation: 9-9-1.1-13.]

*As added by P.L.2-1991, SEC.10. Amended by P.L.191-2007, SEC.17.*

### **IC 9-22-1-27Sales by city, county, or town; deposit of proceeds; payment of public agency costs; appropriations**

Sec. 27. (a) This section applies to sales of abandoned vehicles or parts by a city, county, or town.

(b) The proceeds from the sale of abandoned vehicles or parts, including:

(1) charges for bills of sale; and

(2) money received from persons who own or hold liens on vehicles for the cost of removal or storage of vehicles;

shall be deposited in the city's, county's, or town's abandoned vehicle fund by the fiscal officer of the city, county, or town.

(c) The costs incurred by a public agency in administering this chapter shall be paid from the abandoned vehicle fund.

(d) The fiscal body shall annually appropriate sufficient money to the fund to carry out this chapter. Money remaining in the fund at the end of a year remains in the fund and does not revert to the general fund.

(e) Notwithstanding subsection (d), the fiscal body of a consolidated city may transfer money from the fund.

[Pre-1991 Recodification Citation: 9-9-1.1-14(a).]

*As added by P.L.2-1991, SEC.10. Amended by P.L.85-1995, SEC.39; P.L.191-2007, SEC.18.*

### **IC 9-22-1-28Repealed**

[Pre-1991 Recodification Citation: 9-9-1.1-14(b); (c).]

*As added by P.L.2-1991, SEC.10. Amended by P.L.66-1992, SEC.8. Repealed by P.L.191-2007, SEC.21.*

### **IC 9-22-1-29Repealed**

[Pre-1991 Recodification Citation: 9-9-1.1-16(a).]

*As added by P.L.2-1991, SEC.10. Repealed by P.L.191-2007, SEC.21.*

### **IC 9-22-1-30Fiscal body procedures established by ordinance; abandoned vehicle fund**

Sec. 30. (a) The fiscal body shall, by ordinance, establish procedures to carry out this chapter, including the following:

(1) The charges allowed for towing and storage of abandoned vehicles, which shall be filed with the bureau.

(2) The means of disposition of vehicles.

(b) The fiscal body shall establish an abandoned vehicle fund for the purposes of this chapter.

[Pre-1991 Recodification Citation: 9-9-1.1-16(b).]

*As added by P.L.2-1991, SEC.10.*

### **IC 9-22-1-31Public agencies; personnel, property, and towing contracts; fiscal body ordinances**

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Sec. 31. To facilitate the removal of abandoned vehicles or parts, a public agency may:

- (1) employ personnel;
- (2) acquire equipment, property, and facilities; and
- (3) enter into towing contracts;

for the removal, storage, and disposition of abandoned vehicles and parts. The fiscal body may, by ordinance, establish procedures to carry out this section.

[Pre-1991 Recodification Citation: 9-9-1.1-9.]

*As added by P.L.2-1991, SEC.10.*

### **IC 9-22-1-32Liability for loss or damage to vehicle or vehicle parts**

Sec. 32. The following are not liable for loss or damage to a vehicle or parts occurring during the removal or storage of a vehicle or parts under this chapter:

- (1) A person who owns, leases, or occupies property from which an abandoned vehicle or its contents or parts are removed.
- (2) A public agency.
- (3) A towing service.
- (4) An automobile scrapyard.
- (5) A storage yard.
- (6) An agent of a person or entity listed in subdivisions (1) through (5).

[Pre-1991 Recodification Citation: 9-9-1.1-11.]

*As added by P.L.2-1991, SEC.10. Amended by P.L.104-2005, SEC.8; P.L.54-2009, SEC.9.*

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### EVANSVILLE MUNICIPAL CODE NUISANCES

Sections:

#### Article I. General Provisions

- 8.10.010 Definitions.**
- 8.10.020 *Repealed.***
- 8.10.030 Trash and debris.**
- 8.10.040 Notice of violation, order and penalty.**
- 8.10.050 *Repealed.***
- 8.10.060 Removal of trash and debris.**
- 8.10.070 Liability for costs incurred in abating the violation.**
- 8.10.080 Bill for costs incurred in abating the violation.**
- 8.10.090 Violations and penalty.**

#### Article II. Abandoned Vehicles

- 8.10.100 Definitions.**
- 8.10.110 Adoption of State law.**
- 8.10.120 Responsibility and liability of owner.**
- 8.10.130 Powers of the Board of Public Safety.**
- 8.10.140 Tagged abandoned vehicle or parts.**
- 8.10.150 Officer's abandoned vehicle report; photographs.**
- 8.10.160 Bill of sale.**
- 8.10.170 Release to owner or lien holder.**
- 8.10.180 Inapplicability of article.**
- 8.10.190 Abandoned vehicle account.**

#### Article III. Outdoor Wood-Fired Boilers

- 8.10.230 Outdoor wood-fired boilers prohibited.**

#### Article IV. Nuisance Vehicles

- 8.10.310 Definitions.**
- 8.10.320 Policy.**
- 8.10.330 Notice of violation and administrative fee.**
- 8.10.340 Appeal of notice of violation.**

Prior legislation: Ords. G-2008-25 and G-2008-38.

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“.....”

### Article II. Abandoned Vehicles

#### 8.10.100 Definitions.

The following words shall have the following meanings unless the context clearly indicates otherwise:

“Abandoned vehicle” means the following:

- (1) A vehicle located on public property illegally including, but not limited to, a vehicle on a public street or right-of-way without proper registration or State license plate, or a vehicle illegally parked.
- (2) A vehicle left on public property without being moved for 24 hours.
- (3) A vehicle located on public property in such a manner as to constitute a hazard or obstruction to the movement of pedestrian or vehicular traffic on a public right-of-way.
- (4) A vehicle that has remained on private property without the consent of the owner or person in control of that property for more than 48 hours.
- (5) A vehicle from which the engine, transmission or differential has been removed or that is otherwise partially dismantled or inoperable and left on public property.
- (6) A vehicle that has been removed by a towing service or public agency upon request of an officer enforcing a statute or an ordinance other than IC 9-13-2-1, if the impounded vehicle is not claimed or redeemed by the owner or the owner’s agent within 20 days after the vehicle’s removal.
- (7) A vehicle that is at least three model years old, is mechanically inoperable, and is left on private property continuously in a location visible from public property for more than 20 days. For purposes of this subsection, a vehicle covered by a tarpaulin or other plastic, vinyl, rubber, cloth, or textile covering is considered to be visible.

“Officer” means a member of the Evansville Police Department, or a City Park Ranger.

“Public property” means property owned, leased, or otherwise under the control of a governmental entity including, but not limited to, public rights-of-way.

“Trailer” means a vehicle without motive power, designed for carrying persons or property and being drawn by a motor vehicle.

“Vehicle” means a device in, upon, or by which a person or property is, or may be, transported or drawn upon a highway. The term includes a trailer.

All other terms shall have the meaning provided in IC 9-22-1 et seq. [Ord. G-2021-16 § 1, passed 10-13-21; Ord. G-2012-28 § 1, passed 12-19-12; Ord. G-98-28, passed 9-21-98; Ord. G-83-27, passed 7-25-83. 1982 Code § 94.10; 1983 Code § 9.94.10.]

#### 8.10.110 Adoption of State law.

Abandoned vehicles pose a threat to public health and safety. It is the purpose of this chapter to provide for the removal and disposal of abandoned vehicles. The City hereby in all respects adopts the powers and procedures for the removal, storage, disposal and impoundment of abandoned vehicles and parts as set forth in IC 9-22-1 et seq., and as those provisions may from time to time be amended by the legislature.

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In addition, the City exercises its authority under Home Rule to supplement or clarify State law and procedure to effectuate the purposes of this chapter. [Ord. G-2012-28 § 1, passed 12-19-12; Ord. G-98-28, passed 9-21-98; Ord. G-83-27, passed 7-25-83. 1982 Code § 94.11; 1983 Code § 9.94.11.]

### **8.10.120 Responsibility and liability of owner.**

The owner of an abandoned vehicle or parts is responsible for the abandonment and is liable for all of the costs incidental to the removal, storage, and disposal of the vehicle or the parts as authorized under IC 9-22-1 et seq., to the extent of the market value of the vehicle, for all costs incidental to the removal, storage, and disposal of the vehicle or parts. [Ord. G-2012-28 § 1, passed 12-19-12; Ord. G-83-27, passed 7-25-83. 1982 Code § 94.12; 1983 Code § 9.94.12.]

### **8.10.130 Powers of the Board of Public Safety.**

The Board of Public Safety is hereby authorized to enter into towing contracts, employ personnel, and acquire equipment, property, and facilities, subject to appropriation, for the purpose of removal, storage, and disposition of abandoned vehicles and parts. [Ord. G-2012-28 § 1, passed 12-19-12; Ord. G-83-27, passed 7-25-83. 1982 Code § 94.13; 1983 Code § 9.94.13.]

### **8.10.140 Tagged abandoned vehicle or parts.**

(A) An officer who finds or is notified of a vehicle or parts believed to be abandoned and, in his/her opinion, the market value of the abandoned vehicle or parts is at least \$750.00 or more, the officer, before placing a notice tag on the vehicle or parts, shall make a reasonable effort to ascertain the person who owns the vehicle or parts or who may be in control of the vehicle or parts and notify him/her that the vehicle or parts are being tagged as abandoned. The officer shall attach in a prominent place a notice tag containing the following information:

- (1) The date, time, officer's name, public agency, and address and telephone number to contact for information.
- (2) That the vehicle or parts are considered abandoned.
- (3) That the vehicle or parts will be removed after:
  - (a) Twenty-four hours, if the vehicle is located on or within the right-of-way of an interstate highway or any highway that is designated as part of the State highway system under IC 8-23-4; or
  - (b) Seventy-two hours for any other vehicle.
- (4) That the person who owns the vehicle will be held responsible for all costs incidental to the removal, storage, and disposal of the vehicle.
- (5) That the person who owns the vehicle may avoid costs by removal of the vehicle or parts within:
  - (a) Twenty-four hours, if the vehicle is located on or within the right-of-way of an interstate highway or any highway that is designated as part of the State highway system under IC 8-23-4; or
  - (b) Seventy-two hours for any other vehicle.

(B) If in the opinion of the officer the market value of an abandoned vehicle or parts is less than \$750.00 the officer can immediately dispose of the vehicle or parts to a storage yard. A copy of the abandoned vehicle report and photographs relating to the abandoned vehicle shall be forwarded to the bureau. A towing service may dispose of abandoned vehicle or parts not less than 30 days after the date on which the towing service removed the abandoned vehicle or parts. The agency disposing of the vehicle or parts



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shall retain the original records and photographs for at least two years. [Ord. G-2012-28 § 1, passed 12-19-12.]

### **8.10.150 Officer's abandoned vehicle report; photographs.**

If a vehicle or a part is tagged as being abandoned and it is not removed within the applicable period, the officer shall prepare a written abandoned vehicle report of the vehicle or parts, including information on the condition, missing parts, and other facts that might substantiate the estimated market value of the vehicle or parts. Photographs shall be taken to describe the condition of the vehicle or parts. [Ord. G-2012-28 § 1, passed 12-19-12.]

### **8.10.160 Bill of sale.**

A purchaser shall be furnished a bill of sale for each abandoned vehicle sold by the Board of Public Safety. The fee for the bill of sale is \$6.00. [Ord. G-2012-28 § 1, passed 12-19-12; Ord. G-83-27, passed 7-25-83. 1982 Code § 94.15; 1983 Code § 9.94.15. Formerly 8.10.150.]

### **8.10.170 Release to owner or lien holder.**

If the properly identified owner or lien holder who has a valid driver's license and shows proof of financial responsibility or insurance in accordance with State law appears at the site of storage before disposal of the vehicle or parts and pays all proper costs incurred against it at that time, then the vehicle or parts shall be released. The release must contain the owner's or lien holder's signature, name, address, vehicle or parts description, costs, and date of release. The towing service shall notify the appropriate public agency of all releases issued. IC 9-22-1-8. [Ord. G-2012-28 § 1, passed 12-19-12; Ord. G-83-27, passed 7-25-83. 1982 Code § 94.16; 1983 Code § 9.94.16. Formerly 8.10.160.]

### **8.10.180 Inapplicability of article.**

This article does not apply to the following:

- (A) A vehicle in operable condition specifically adapted or constructed for operation on privately owned raceways.
- (B) A vehicle stored as the property of a member of the Armed Forces of the United States who is on active duty assignment.
- (C) A vehicle located on a vehicle sale lot or at a commercial vehicle servicing facility.
- (D) A vehicle located upon property licensed or zoned as an automobile scrap yard.
- (E) A vehicle registered and licensed under IC 9-18-12 et seq. as an antique vehicle. [Ord. G-2012-28 § 1, passed 12-19-12; Ord. G-83-27, passed 7-25-83. 1982 Code § 94.17; 1983 Code § 9.94.17. Formerly 8.10.170.]

### **8.10.190 Abandoned vehicle account.**

- (A) There is hereby created a new account to be known as the "abandoned vehicle account."
- (B) The cost for removing and storing an abandoned vehicle or parts not claimed by the owner or lien holder shall be paid from the abandoned vehicle account.
- (C) The proceeds from any sale of an abandoned vehicle or parts shall be credited against all costs incidental to the removal, storage, and disposal of the vehicle or parts. All proceeds from the sale of an

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abandoned vehicle or parts that are sold, including charges for bills of sale, and all monies received from an owner or lien holder for the cost of removal, storage of the vehicle or parts shall be deposited with the City Controller and placed in the abandoned vehicle account. [Ord. G-2012-28 § 1, passed 12-19-12; Ord. G-83-27, passed 7-25-83. 1982 Code § 94.18; 1983 Code § 9.94.18. Formerly 8.10.180.]

### Article III. Outdoor Wood-Fired Boilers

“....”

### Article IV. Nuisance Vehicles

#### 8.10.310 Definitions.

The following definitions apply to this article:

“City” means the City of Evansville, Indiana, or, as appropriate, its employees, officers, agents, consultants, or contractors acting under and within the scope of authority of the City to carry out and enforce the provisions of this code.

“Municipal Code” means the code of ordinances of the City of Evansville, Indiana.

“Notice” means either a written document provided to the operator of the vehicle by personal service or a written document served upon the owner of a vehicle by mail. An operator or owner may not waive their right to notice as defined in this paragraph.

“Nuisance” means any violation of this article.

“Operator” means a person in possession of the vehicle at the time a nuisance occurs.

“Owner” means any person who, alone, jointly or severally with others, shall have title to the vehicle with or without having actual possession.

“Police Department” means the Evansville Police Department. [Ord. G-2017-32 § 1, passed 11-14-17.]

#### 8.10.320 Policy.

A motor vehicle, operated with the permission, expressed or implied, of the owner, which is used in the commission of an act where the operator is charged with any misdemeanor or felony may be subject to seizure and impoundment under this article. The owner is considered to have committed a nuisance in violation of this article regardless of whether the misdemeanor or felony arrest of the operator is custodial. [Ord. G-2017-32 § 1, passed 11-14-17.]

#### 8.10.330 Notice of violation and administrative fee.

(A) The Police Department shall present a copy of the nuisance determination to the operator of such vehicle if the operator is the owner. If the vehicle owner is not present, notice shall be mailed to the owner.

(B) When the Police Department orders that a vehicle be towed within the corporate limits of the City, the designated towing service authorized to tow the vehicle shall assess against the owner of the towed vehicle a City administrative fee of \$100.00 which shall be collected in addition to any and all other applicable towing charges.

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(C) In addition, the designated towing service shall be authorized to assess against the owner of the towed vehicle a towing administrative fee of \$25.00 which shall be collected in addition to any and all other applicable towing charges.

(D) The administrative fees authorized by this section shall be itemized within the towing bill assessed by the designated towing service and collected by the designated towing service as part of the towing bill.

(E) The owner shall be liable for payment for the towing bill before such vehicle shall be released by the designated towing service.

(F) The City administrative fee authorized by subsection (B) of this section shall be forwarded by the designated towing service to the Police Department within 30 days of collection. The Police Department will then remit the City administrative fee to the City Controller's Office, who shall deposit the City administrative fee into the general fund for appropriation. The towing administrative fee authorized by subsection (C) of this section shall be retained by the designated towing service. If the designated towing service is unable to collect the City administrative fee due to a vehicle being unclaimed by the owner of record, it is not liable for providing the uncollected fee to the Police Department. [Ord. G-2017-32 § 1, passed 11-14-17.]

### **8.10.340 Appeal of notice of violation.**

(A) Any vehicle owner receiving a notice of a nuisance determination from the Police Department may appeal in writing within 10 days from the date of the notice of violation by filing an appeal with the Police Chief or his designee. Appeals will be heard by the Board of Public Safety within 30 days from the date of receipt of the notice of appeal and the decision of the Board of Public Safety shall be final.

(B) Upon appeal, the Board of Public Safety may reverse, affirm, or modify the nuisance determination. For this purpose, the Board of Public Safety has all the powers of the official, officer, or body that issued the nuisance determination.

(C) At said appeal hearing, the Board of Public Safety shall determine whether probable cause exists to believe that a violation of this article occurred. Evidence of a determination in the related criminal matter may be considered by the Board of Public Safety, but is not necessary for it to reach a decision regarding the operator's violation of this article.

(D) If the owner prevails on its appeal to the Board of Public Safety, the City administrative fee shall be refunded to the owner via the Controller's Office within 60 days thereafter, and the designating towing service shall refund the towing administrative fee directly to the owner within the same 60-day period. [Ord. G-2017-32 § 1, passed 11-14-17.]

# EXHIBIT C

## Evansville Municipal Code

### Regulation of E-Scooters

Sections:

**10.60.010 Definitions.**

**10.60.020 Applicability.**

**10.60.030 Obedience to traffic-control signals.**

**10.60.040 Riding on roadways, bicycle paths, and sidewalks.**

**10.60.050 Rules and regulations.**

**10.60.060 Parking.**

**10.60.070 Reporting requirements and data sharing.**

**10.60.080 Equity.**

**10.60.090 Enforcement.**

Code reviser's note: Section 2 of Ordinance G-2019-19 provides that this chapter shall be in full force and effect 60 days after its December 18, 2019, adoption.

#### **10.60.010 Definitions.**

For purposes of this chapter, the following definitions shall apply:

“BPW” means the City’s Board of Public Works.

“City” means the City of Evansville, Indiana.

“City parking official” means any person granted the authority to issue parking citations on behalf of the City.

“Company” means a person or entity that provides, or otherwise makes available to the public, e-**scooters** to be used by the public on a temporary basis for payment.

“Deploy” means all e-**scooters**, including those impounded or towed, that are made available by a licensed company for public use.

“E-**scooter**” means a wheeled device with a floorboard and handlebars, designed to be stood upon when riding, that is powered by electricity. E-**scooter** does not include a device used to aid a person with a disability recognized by the Americans with Disabilities Act.

“EPD” means the Evansville Police Department.

“Parks Board” means the City’s Board of Park Commissioners. [Ord. G-2019-19 § 1, passed 12-18-19.]

#### **10.60.020 Applicability.**

The **regulations** under this chapter apply to the use and operation of e-**scooters** within the City, including use by an individual of a privately owned e-**scooter** or an e-**scooter** deployed by a company under this chapter. [Ord. G-2019-19 § 1, passed 12-18-19.]

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### 10.60.030 Obedience to traffic-control signals.

Any person operating an e-scooter on a roadway shall obey the instructions of official traffic-control signals, signs, and other control devices, as well as traffic laws, applicable to vehicles, unless otherwise directed by a law enforcement officer. Any person operating an e-scooter shall yield to other traffic and pedestrians. [Ord. G-2019-19 § 1, passed 12-18-19.]

### 10.60.040 Riding on roadways, bicycle paths, and sidewalks.

(A) No person shall operate an e-scooter on any of the following:

- (1) Interstate highways;
- (2) Highways;
- (3) Expressways;
- (4) Sidewalks;
- (5) Alleys;
- (6) Within the designated boundaries of a special event;
- (7) Greenways and non-street trails.

(B) A person shall only operate an e-scooter on a public roadway subject to the restrictions in subsection (A) of this section. [Ord. G-2019-19 § 1, passed 12-18-19.]

### 10.60.050 Rules and regulations.

(A) Administrative Rules and **Regulations**.

- (1) BPW may adopt administrative rules and **regulations** to implement the provisions of this chapter.
- (2) No person or company shall violate BPW's administrative rules and **regulations**. Any violation of the same shall constitute a violation of this chapter and shall subject the person or company to penalties established in this chapter.
- (3) (B) License.
  - (1) In order for a company to deploy an e-scooter in the City, the company must obtain a license from the City Controller. Licenses expire annually and must be renewed prior to expiration.
  - (2) The company shall pay license fees not to exceed \$1,000 plus \$10.00 per scooter per year. License fees may be updated from time to time by BPW to reflect the City's expense in permitting, **regulating**, and policing e-scooters within City limits.
  - (3) Each company is required to maintain liability insurance in amounts not less than \$1,000,000 per incident and \$2,000,000 aggregate. A copy of the company's certificate of insurance must be provided to the City Controller as a prerequisite to obtaining a license. The certificate of insurance shall name the City as an additional insured party and shall not be cancellable without 30 days' prior written notice to the City.
  - (4) As a condition of its license, company shall indemnify, defend, and hold harmless the City against any and all liability, actions, or claims resulting from the deployment, use, and operation of any of its e-scooters.
  - (5) As a condition of its license, each company shall require users to sign or check a box within its mobile application, prior to use of the e-scooter, which indicates that the user releases the City and its officials, officers, employees, representatives, and agents from any and all claims related to the deployment, use, or operation of an e-scooter.

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- (6) The issuance of a license to a company does not create, and shall not be construed to create, a joint venture, employment relationship, or independent contractor relationship between a company and the City.
- (7) Any company that intends to cease operations within the City prior to the expiration of its license must provide the City with at least 30 days' written notice.
- (8) The City Controller may revoke a company's license for good cause, which includes, but is not limited to, the following:
  - (a) Failure to pay fines imposed within 30 days of notice;
  - (b) Violation of a condition of the license;
  - (c) Violation of any statute or ordinance governing e-scooters.
- (4) (C) E-Scooter Restrictions.
  - (1) Each company shall only deploy e-scooters that comply with the restrictions established in this subsection (C).
  - (2) BPW may establish the number of e-scooters permitted for deployment from time to time.
  - (3) E-scooters may only be deployed in areas approved by the City.
  - (4) All e-scooters deployed by a company shall comply with the American National Standards Institute (ANSI), ASTM International, and Consumer Product Safety Commission standards, if applicable, as well as any additional standards required by BPW.
  - (5) A company shall retrieve and remove all e-scooters that are inoperable or unsafe and shall immediately remotely lock down the device upon notice of such condition from any person, business, or the City.
  - (6) No person shall operate an e-scooter in excess of 15 miles per hour within the City. Each company shall ensure that its e-scooters are not capable of exceeding a speed of 15 miles per hour.
  - (7) All e-scooters, both owned privately or by a company, shall be equipped with a lamp on the front and rear exhibiting light visible from at least 500 feet.
  - (8) Each company shall maintain a 24-hour hotline, open seven days per week, for assistance to users and the public with personnel who can respond to complaints and dispatch other personnel for retrieval and removal of e-scooters, as required by this chapter.
  - (9) Each company shall provide on its mobile application notice of the City's local regulations governing e-scooters and the full text of said regulations. Such content shall be submitted to BPW for prior approval.
  - (10) A company shall remove its e-scooters from all or any part of the public right-of-way when instructed by the City due to public safety concerns, including, but not limited to, inclement weather, special events, or emergencies.

### (D) Rider Restrictions.

- (1) No person shall operate an e-scooter unless that person is at least 16 years of age and has a valid form of identification showing their age.
- (2) No more than one individual may operate or ride on an e-scooter at a time.
- (3) No person shall operate an e-scooter while intoxicated, by alcohol or a controlled substance, in violation of IC 9-30-5.
- (4) No person shall operate an e-scooter while controlling an animal, whether by hand, leash, or alternate medium. [Ord. G-2021-8 § 1, passed 5-26-21; Ord. G-2019-19 § 1, passed 12-18-19.]

### 10.60.060 Parking.

- (A) This section applies to all e-scooters, whether or not owned by a company or a private individual.

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(B) E-**scooter** parking is permitted on sidewalks subject to the following limitations:

- (1) E-**scooters** shall be parked in an upright position by use of a kickstand and shall not be placed to lean on any structure or building.
- (2) E-**scooters** shall be parked abutting the street curbside and parallel to the street.
- (3) E-**scooters** shall be parked to leave a clear, straight path at least 48 inches wide measured from the widest part of the **scooter** and not including the width of any curb.
- (4) Under no circumstance shall an e-**scooter** be parked in a way that obstructs any of the following:
  - (a) A parking space, including any parking access aisle;
  - (b) Any loading zone;
  - (c) Any curb ramp;
  - (d) Any public transportation infrastructure, including, but not limited to, bus shelters, bus stop signs, or passenger waiting areas;
  - (e) Any driveway;
  - (f) Any entrance to or exit from a building;
  - (g) Any fire hydrant, emergency call box, or other emergency facility;
  - (h) Any parking meter;
  - (i) Any utility pole or utility box;
  - (j) Any street furniture or news rack;
  - (k) Any commercial window display; or
  - (l) A crosswalk entry or exit, or access to a crosswalk button.
- (5) Under no circumstance shall any e-**scooter** be parked in violation of the Americans with Disabilities Act (ADA), nor shall any e-**scooter** be parked in a way which impedes accessibility to any parking zones or parking spaces designated for persons with disabilities.
- (6) No person shall park an e-**scooter** in any street or alleyway.
- (7) Except for property controlled exclusively by the Parks Board, BPW may grant a company permission to park its e-**scooters** in a designated area upon property controlled exclusively by BPW. The Parks Board may grant a company permission to park its e-**scooters** in a designated area upon property controlled exclusively by the Parks Board.
- (8) Each company shall require operators of its e-**scooters** to take and submit to the company a photograph evidencing the location of the parked e-**scooter** at the conclusion of the rental to evidence the operator's compliance with the requirements of this section.
- (9) Each company shall remove or re-park every e-**scooter** that is parked in violation of this section within two hours of receiving notice of a violation from any person, business, or the City.

(C) Subject to this section, e-**scooters** shall not be parked in the public right-of-way without the City's consent.

(D) Impoundment and Towing.

- (1) EPD officers and City parking officials may remove and impound e-**scooters** parked in violation of this section. A company shall pay all fees and penalties of impoundment, towing, and storage as established by BPW.
- (2) The City will provide notice to a company of an impounded **scooter**, and the company shall pay the fine and collect the impounded **scooter** within seven days of receipt of notice; provided, that a company's failure to do so within the required time shall entitle the City to charge additional fines as established by BPW. Failure by a company to collect an impounded e-**scooter** within 60 days of receipt of notice allows the City to dispose of the impounded e-**scooter** in any way and to collect the costs of disposal from the company. [Ord. G-2019-19 § 1, passed 12-18-19.]

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### **10.60.070 Reporting requirements and data sharing.**

(A) Each month, a licensed company shall make available to the Evansville Metropolitan Planning Organization (“MPO”) the following anonymized data:

- (1) E-**scooter** use rates;
- (2) Trip volumes;
- (3) Trip distances and routes;
- (4) Start and stop points per trip;
- (5) Number of e-**scooters** deployed each day;
- (6) Number of e-**scooters** removed each day;
- (7) Parking compliance rates;
- (8) Information regarding theft and vandalism of e-**scooters**;
- (9) Maintenance records for e-**scooters** deployed in the City;
- (10) Records of accidents or crashes involving e-**scooters**; and
- (11) Any other information that may be required by BPW.

(B) A company shall communicate clearly to users whether the company will share, collect, or sell any of the user’s data with a party other than MPO, and the company shall provide users with an “opt in” option to share, collect, or sell user data to a party other than MPO. [Ord. G-2019-19 § 1, passed 12-18-19.]

### **10.60.080 Equity.**

Each licensed company shall offer payment options which do not require users to have access to a credit card to use an e-**scooter**. Each company shall submit an equity plan to the City Controller as part of its license application, the provisions of which may include discounted price options, cash-based payment options, and non-smartphone reservation options. Each company shall comply with all equitable distribution requirements as may be implemented by the City. [Ord. G-2019-19 § 1, passed 12-18-19.]

### **10.60.090 Enforcement.**

Unless another provision of this chapter provides otherwise, any company in violation of any provision of this chapter or any individual who operates an e-**scooter** in violation of this chapter shall be subject to the penalties set forth in EMC 1.05.180. Rules and **regulations** concerning the operation of e-**scooters** by individuals shall be enforced by the EPD. The City Clerk is authorized to issue citations for violations of this chapter. [Ord. G-2019-19 § 1, passed 12-18-19.]

## **Chapter 10.60**

### **REGULATION OF E-SCOOTERS**

Sections:

[10.60.010 Definitions.](#)

[10.60.020 Applicability.](#)

[10.60.030 Obedience to traffic-control signals.](#)

[10.60.040 Riding on roadways, bicycle paths, and sidewalks.](#)

[10.60.050 Rules and regulations.](#)

[10.60.060 Parking.](#)



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### 10.60.070 Reporting requirements and data sharing.

### 10.60.080 Equity.

### 10.60.090 Enforcement.

Code reviser's note: Section 2 of Ordinance [G-2019-19](#) provides that this chapter shall be in full force and effect 60 days after its December 18, 2019, adoption.

#### **10.60.010 Definitions.**

For purposes of this chapter, the following definitions shall apply:

“BPW” means the City’s Board of Public Works.

“City” means the City of Evansville, Indiana.

“City parking official” means any person granted the authority to issue parking citations on behalf of the City.

“Company” means a person or entity that provides, or otherwise makes available to the public, e-**scooters** to be used by the public on a temporary basis for payment.

“Deploy” means all e-**scooters**, including those impounded or towed, that are made available by a licensed company for public use.

“E-**scooter**” means a wheeled device with a floorboard and handlebars, designed to be stood upon when riding, that is powered by electricity. E-**scooter** does not include a device used to aid a person with a disability recognized by the Americans with Disabilities Act.

“EPD” means the Evansville Police Department.

“Parks Board” means the City’s Board of Park Commissioners. [Ord. [G-2019-19](#) § 1, passed 12-18-19.]

#### **10.60.020 Applicability.**

The **regulations** under this chapter apply to the use and operation of e-**scooters** within the City, including use by an individual of a privately owned e-**scooter** or an e-**scooter** deployed by a company under this chapter. [Ord. [G-2019-19](#) § 1, passed 12-18-19.]

#### **10.60.030 Obedience to traffic-control signals.**

Any person operating an e-**scooter** on a roadway shall obey the instructions of official traffic-control signals, signs, and other control devices, as well as traffic laws, applicable to vehicles, unless otherwise directed by a law enforcement officer. Any person operating an e-**scooter** shall yield to other traffic and pedestrians. [Ord. [G-2019-19](#) § 1, passed 12-18-19.]

#### **10.60.040 Riding on roadways, bicycle paths, and sidewalks.**

(A) No person shall operate an e-**scooter** on any of the following:

- (1) Interstate highways;
- (2) Highways;
- (3) Expressways;

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- (4) Sidewalks;
- (5) Alleys;
- (6) Within the designated boundaries of a special event;
- (7) Greenways and non-street trails.

(B) A person shall only operate an e-**scooter** on a public roadway subject to the restrictions in subsection (A) of this section. [Ord. [G-2019-19](#) § 1, passed 12-18-19.]

### **10.60.050 Rules and regulations.**

#### (A) Administrative Rules and **Regulations.**

- (1) BPW may adopt administrative rules and **regulations** to implement the provisions of this chapter.
  - (2) No person or company shall violate BPW's administrative rules and **regulations**. Any violation of the same shall constitute a violation of this chapter and shall subject the person or company to penalties established in this chapter.
- (B) License.
- (1) In order for a company to deploy an e-**scooter** in the City, the company must obtain a license from the City Controller. Licenses expire annually and must be renewed prior to expiration.
  - (2) The company shall pay license fees not to exceed \$1,000 plus \$10.00 per **scooter** per year. License fees may be updated from time to time by BPW to reflect the City's expense in permitting, **regulating**, and policing e-**scooters** within City limits.
  - (3) Each company is required to maintain liability insurance in amounts not less than \$1,000,000 per incident and \$2,000,000 aggregate. A copy of the company's certificate of insurance must be provided to the City Controller as a prerequisite to obtaining a license. The certificate of insurance shall name the City as an additional insured party and shall not be cancellable without 30 days' prior written notice to the City.
  - (4) As a condition of its license, company shall indemnify, defend, and hold harmless the City against any and all liability, actions, or claims resulting from the deployment, use, and operation of any of its e-**scooters**.
  - (5) As a condition of its license, each company shall require users to sign or check a box within its mobile application, prior to use of the e-**scooter**, which indicates that the user releases the City and its officials, officers, employees, representatives, and agents from any and all claims related to the deployment, use, or operation of an e-**scooter**.
  - (6) The issuance of a license to a company does not create, and shall not be construed to create, a joint venture, employment relationship, or independent contractor relationship between a company and the City.
  - (7) Any company that intends to cease operations within the City prior to the expiration of its license must provide the City with at least 30 days' written notice.
  - (8) The City Controller may revoke a company's license for good cause, which includes, but is not limited to, the following:

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- (a) Failure to pay fines imposed within 30 days of notice;
- (b) Violation of a condition of the license;
- (c) Violation of any statute or ordinance governing **e-scooters**.

### (C) E-**Scooter** Restrictions.

- (1) Each company shall only deploy **e-scooters** that comply with the restrictions established in this subsection (C).
- (2) BPW may establish the number of **e-scooters** permitted for deployment from time to time.
- (3) **E-scooters** may only be deployed in areas approved by the City.
- (4) All **e-scooters** deployed by a company shall comply with the American National Standards Institute (ANSI), ASTM International, and Consumer Product Safety Commission standards, if applicable, as well as any additional standards required by BPW.
- (5) A company shall retrieve and remove all **e-scooters** that are inoperable or unsafe and shall immediately remotely lock down the device upon notice of such condition from any person, business, or the City.
- (6) No person shall operate an **e-scooter** in excess of 15 miles per hour within the City. Each company shall ensure that its **e-scooters** are not capable of exceeding a speed of 15 miles per hour.
- (7) All **e-scooters**, both owned privately or by a company, shall be equipped with a lamp on the front and rear exhibiting light visible from at least 500 feet.
- (8) Each company shall maintain a 24-hour hotline, open seven days per week, for assistance to users and the public with personnel who can respond to complaints and dispatch other personnel for retrieval and removal of **e-scooters**, as required by this chapter.
- (9) Each company shall provide on its mobile application notice of the City's local **regulations** governing **e-scooters** and the full text of said **regulations**. Such content shall be submitted to BPW for prior approval.
- (10) A company shall remove its **e-scooters** from all or any part of the public right-of-way when instructed by the City due to public safety concerns, including, but not limited to, inclement weather, special events, or emergencies.

### (D) Rider Restrictions.

- (1) No person shall operate an **e-scooter** unless that person is at least 16 years of age and has a valid form of identification showing their age.
- (2) No more than one individual may operate or ride on an **e-scooter** at a time.
- (3) No person shall operate an **e-scooter** while intoxicated, by alcohol or a controlled substance, in violation of IC [9-30-5](#).
- (4) No person shall operate an **e-scooter** while controlling an animal, whether by hand, leash, or alternate medium. [Ord. [G-2021-8](#) § 1, passed 5-26-21; Ord. [G-2019-19](#) § 1, passed 12-18-19.]

### 10.60.060 Parking.

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- (A) This section applies to all **e-scooters**, whether or not owned by a company or a private individual.
- (B) **E-scooter** parking is permitted on sidewalks subject to the following limitations:
- (1) **E-scooters** shall be parked in an upright position by use of a kickstand and shall not be placed to lean on any structure or building.
  - (2) **E-scooters** shall be parked abutting the street curbside and parallel to the street.
  - (3) **E-scooters** shall be parked to leave a clear, straight path at least 48 inches wide measured from the widest part of the **scooter** and not including the width of any curb.
  - (4) Under no circumstance shall an **e-scooter** be parked in a way that obstructs any of the following:
    - (a) A parking space, including any parking access aisle;
    - (b) Any loading zone;
    - (c) Any curb ramp;
    - (d) Any public transportation infrastructure, including, but not limited to, bus shelters, bus stop signs, or passenger waiting areas;
    - (e) Any driveway;
    - (f) Any entrance to or exit from a building;
    - (g) Any fire hydrant, emergency call box, or other emergency facility;
    - (h) Any parking meter;
    - (i) Any utility pole or utility box;
    - (j) Any street furniture or news rack;
    - (k) Any commercial window display; or
    - (l) A crosswalk entry or exit, or access to a crosswalk button.
  - (5) Under no circumstance shall any **e-scooter** be parked in violation of the Americans with Disabilities Act (ADA), nor shall any **e-scooter** be parked in a way which impedes accessibility to any parking zones or parking spaces designated for persons with disabilities.
  - (6) No person shall park an **e-scooter** in any street or alleyway.
  - (7) Except for property controlled exclusively by the Parks Board, BPW may grant a company permission to park its **e-scooters** in a designated area upon property controlled exclusively by BPW. The Parks Board may grant a company permission to park its **e-scooters** in a designated area upon property controlled exclusively by the Parks Board.
  - (8) Each company shall require operators of its **e-scooters** to take and submit to the company a photograph evidencing the location of the parked **e-scooter** at the conclusion of the rental to evidence the operator's compliance with the requirements of this section.
  - (9) Each company shall remove or re-park every **e-scooter** that is parked in violation of this section within two hours of receiving notice of a violation from any person, business, or the City.

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(C) Subject to this section, e-**scooters** shall not be parked in the public right-of-way without the City's consent.

(D) Impoundment and Towing.

(1) EPD officers and City parking officials may remove and impound e-**scooters** parked in violation of this section. A company shall pay all fees and penalties of impoundment, towing, and storage as established by BPW.

(2) The City will provide notice to a company of an impounded **scooter**, and the company shall pay the fine and collect the impounded **scooter** within seven days of receipt of notice; provided, that a company's failure to do so within the required time shall entitle the City to charge additional fines as established by BPW. Failure by a company to collect an impounded e-**scooter** within 60 days of receipt of notice allows the City to dispose of the impounded e-**scooter** in any way and to collect the costs of disposal from the company. [Ord. [G-2019-19](#) § 1, passed 12-18-19.]

### **10.60.070 Reporting requirements and data sharing.**

(A) Each month, a licensed company shall make available to the Evansville Metropolitan Planning Organization ("MPO") the following anonymized data:

- (1) E-**scooter** use rates;
- (2) Trip volumes;
- (3) Trip distances and routes;
- (4) Start and stop points per trip;
- (5) Number of e-**scooters** deployed each day;
- (6) Number of e-**scooters** removed each day;
- (7) Parking compliance rates;
- (8) Information regarding theft and vandalism of e-**scooters**;
- (9) Maintenance records for e-**scooters** deployed in the City;
- (10) Records of accidents or crashes involving e-**scooters**; and
- (11) Any other information that may be required by BPW.

(B) A company shall communicate clearly to users whether the company will share, collect, or sell any of the user's data with a party other than MPO, and the company shall provide users with an "opt in" option to share, collect, or sell user data to a party other than MPO. [Ord. [G-2019-19](#) § 1, passed 12-18-19.]

### **10.60.080 Equity.**

Each licensed company shall offer payment options which do not require users to have access to a credit card to use an e-**scooter**. Each company shall submit an equity plan to the City Controller as part of its license application, the provisions of which may include discounted price options, cash-based payment options, and non-smartphone reservation options. Each company shall comply with all equitable distribution requirements as may be implemented by the City. [Ord. [G-2019-19](#) § 1, passed 12-18-19.]

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### **10.60.090 Enforcement.**

Unless another provision of this chapter provides otherwise, any company in violation of any provision of this chapter or any individual who operates an e-**scooter** in violation of this chapter shall be subject to the penalties set forth in EMC [1.05.180](#). Rules and **regulations** concerning the operation of e-**scooters** by individuals shall be enforced by the EPD. The City Clerk is authorized to issue citations for violations of this chapter. [Ord. [G-2019-19](#) § 1, passed 12-18-19.]