



# BALLWIN POLICE DEPARTMENT

## MEMORANDUM

### OFFICE OF THE CHIEF OF POLICE

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Date: July 31, 2017

To: Mr. Eric Hanson – City Administrator

From: Chief Kevin B. Scott

Subject: Towing Provider Special Services Agreement

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Mr. Hanson,

The purpose of this correspondence is to inform you that our current Towing Agreement with McNamara's Towing Company will expire at 12 a.m. on September 3, 2017. In preparation, the Police Department, on July 5, 2017, initiated a Request for Qualifications and Pricing process relative to this service, with a closing date of July 24, 2017 at 5 p.m. As you are aware, the City does not incur any towing costs, these prices are reflective of what the citizenry will pay for said services when initiated by official Police Department activity.

The terms of the agreement specify pricing be provided for certain towing functions. Two tow companies responded to our Request for Qualification, D&L and McNamara's. As our current agreement is with McNamara's, D&L is also a past provider. The following information reflects pricing provided by both companies in their respective proposals. **It should be noted that the pricing reflected by McNamara's is also reflective of our current agreement, as there was no deviation in their new proposal.**

| Tow Function to Which Pricing Applies   | McNamara's                               | D&L                                      |
|---|--|--|
| Ballwin Police Requested Tows – Non-Arrest (Accidents, Disabled etc.).  | \$80.00                                  | \$65.00                                  |
| Ballwin Police Arrests – Towing Impoundment required.   | \$90.00                                  | \$65.00                                  |
| Towed from accident scene – To storage lot or location within Ballwin, Manchester, Clarkson Valley, Ellisville or Winchester. | \$3.00<br>per/mile                       | \$3.00<br>per/mile                       |
| Towed from Accident Scene - To location outside of aforementioned cities.   | No additional<br>fee                     | Additional<br>\$3.00<br>per/mile         |
| Towing vehicles over 2 tons.  | Not to<br>exceed<br>\$150.00<br>per/hour | Not to<br>exceed<br>\$175.00<br>per/hour |
| Tow company summoned but removal delayed due to Emergency Services operations.  | \$55.00<br>per/hour                      | \$150.00<br>per/hour                     |

|  | McNamara's          | D&L                  |
|--|---------------------|----------------------|
| Vehicle recovery and removal of overturned or off roadway crashes.                                       | \$55.00<br>per/hour | \$175.00<br>per/hour |
| Storage per day or any part of a day of a vehicle towed at the request of the Ballwin Police Department. | \$30.00<br>per/day  | \$30.00<br>per/day   |

Both towing companies appear to meet the required specifications outlined in the agreement, which I believe was composed by City Attorney Jones in conjunction with the previous Police Administration. The current agreement was a three-year term with an automatic fourth year if the provider had no violations of the terms of said agreement.

Since year 2013, McNamara's Towing has provided outstanding service and has exhibited the highest caliber of professionalism. I can also say that during past agreements with D&L, we experienced professional service as well. As you evaluate the cost table, I will tell you that the first three categories are the most prevalent tow classifications, and as you can see, D&L does provide some cost savings for our users. As you evaluate down the table, subsequent classifications become less prevalent, with the exception of storage per day. I do want to mention that it is our common practice to not summon tow service until vehicles are ready to be removed; however, that is not always possible, such as in the instance of an overturned fatality or serious injury crash where we would need a vehicle up righted for additional photographing or criminal processing. There is cost fluctuation between the two companies as it relates to less prevalent activities and I cannot provide a definitive rate of occurrence.

As we move forward into this new agreement, I would recommend D&L Towing only for the cost savings standpoint as it relates to the most prevalent towing scenarios. This recommendation is in no way reflective of McNamara's performance, which has been outstanding. I am not desirous of a provider change, but our vetting process has realized some apparent savings to our most common users.

I have included both proposals in-full for your review. I would also request that City Attorney Jones review the terms of the agreement and provided proposals. I will need to seek Board approval at the August 14, 2017 meeting.

I greatly appreciate your consideration in this matter.

Respectfully,



Kevin B. Scott  
Chief of Police

Cc: Capt. John Bergfeld, Assistant Chief of Police

# D:L Towing

## AGREEMENT

### ARTICLE 1 SCOPE OF AGREEMENT

1. TOWER shall perform for the public the services described herein for all vehicles as described and requested by the Ballwin Police Department pursuant to this AGREEMENT (hereinafter "AGREEMENT"). Such services ("towing and storage services") shall be performed within the City of Ballwin and contract cities.

In this AGREEMENT, the definition of towing shall include any wheel-lifting, up righting, lifting, as necessary for the tow of any vehicle. No additional fees shall be added for any vehicle except as follows:

The towing company agrees to tow vehicles when requested to do so by the Police Department for a fee not to exceed \$ 65.- for an arrest and \$ 65.- for an accident to the towing company's storage lot or to any location within the City of Ballwin, City of Manchester, City of Clarkson Valley, City of Ellisville, and City of Winchester. The towing company can charge \$ 3.00 a mile to the towing company's storage lot or to any location within the City of Ballwin, City of Manchester, City of Clarkson Valley, City of Ellisville, and City of Winchester. If the owner of the vehicle requests the vehicle to be towed to a location outside the boundaries of the listed cities, the tower can charge an additional \$ 3.00 per mile from the external boundaries of the listed cities to their destination. The agreed upon \$ 65.- towing charge for arrests and \$ 65.- for accidents includes all the services of the towing company to include but not limited to: clean-up charges, fuel surcharge, dolly charge, flatbed charge, and any miscellaneous charges. The towing company can charge \$ 65.- to tow any vehicle up to two tons. Anything over that tonnage will be at an hourly rate not to exceed \$ 175.- per hour. This also includes but not limited to: clean-up charges, fuel surcharge, dolly charge, flatbed charge, and any miscellaneous charges. The towing company can charge an additional \$ 150 per hour when, at the request of emergency personnel, they are called to the scene but are not able to remove the vehicle because of the actions of the emergency personnel. The \$ 175.- per hour charge shall also apply when the towing company is involved in a recovery process to remove the vehicle. This would apply to vehicles that have left the roadway or have overturned either on or off the roadway.

The vehicle shall be released upon payment of the charges as agreed upon within this towing AGREEMENT. The normal hours of release are Monday through Friday, 8:00 a.m. to 6:00 p.m., and Saturday, 9:00 a.m. to 1:00 p.m. Sunday vehicle releases are possible from 11:00 a.m. to 3:00 p.m. If the company is closed, they will arrange for an after hour release at no charge. The towing

company can charge \$ 30.- per day or any part of a day for the storage of a vehicle towed at the request of the police department.

2. With no exceptions, TOWER has an obligation to perform all towing, winching, up righting, lifting, dolly service and storage services required in this AGREEMENT. The obligation shall commence on September 3<sup>rd</sup>, 2017 and shall continue for a period of 3 years, ending September 2<sup>nd</sup>, 2020. Provided TOWER is not in default in the performance of its obligations hereunder and the right to terminate under Article I, Section 7 has not been exercised, this AGREEMENT shall automatically renew for one year, commencing with the expiration of the original AGREEMENT term.

During such extended term, the parties hereto shall be subject to the same terms, conditions and fees as are provided herein. TOWER shall be required during the term of this AGREEMENT to any extension thereof to comply with any and all ordinances or state statutes regarding towing, licensing or unclaimed vehicles. Compliance must include, but is not limited to RSMo 301.210 and 304.155 as amended. In addition, TOWER will be required to fully comply with any and all changes in these and other applicable laws and ordinances during the term of this AGREEMENT or any extension thereof.

3. For all service calls dispatched by the Ballwin Police Department, the TOWER shall be responsible for the winching, up righting, lifting, towing and dolling of vehicles and property from the scene of the call to the approved garage or storage yard and shall secure the vehicle at the TOWER'S storage site designated, unless waiver is signed by the owner of the vehicle or his representative. In addition, the TOWER will be responsible for the removal of any broken glass, automobile parts, general debris, etc., from the roadway. If the owner or his representative authorizes the vehicle to be towed to a location other than the TOWER'S facilities, the TOWER must obtain from the owner or his representative a signed "Motor Vehicle Release and Disposition" form (copy attached), which will serve as the waiver. This waiver must be forwarded to the Commander of Field Operations no later than thirty one (31) days following the tow and will serve as documentation of the owner's waiver of AGREEMENT prices.
4. TOWER shall provide towing and storage services at the request of the BALLWIN POLICE DEPARTMENT pursuant to this AGREEMENT on a 24-hour per day basis, every day of the term of this AGREEMENT or any extension thereof. Requests by the BALLWIN POLICE DEPARTMENT for such services shall be made by telephone and/or radio by authorized personnel of the Police Department. TOWER shall also provide sufficient personnel to answer telephone requests for towing and storage services from the BALLWIN POLICE DEPARTMENT on a 24-hour per day basis, every day of the term of this AGREEMENT or any extension thereof.

5. TOWER shall expedite all requests for towing by the BALLWIN POLICE DEPARTMENT. TOWER is expected to respond to all calls for service and arrive at the scene within twenty (20) minutes from the time dispatched by the BALLWIN POLICE DEPARTMENT. TOWER shall satisfy this requirement without violating any law pertaining to speed limits and without endangering the health or safety of any person. It is the TOWER'S responsibility to assure that TOWER has sufficient tow trucks, other equipment and personnel to fulfill all requests for towing services made under this AGREEMENT, and to comply with the requirements of Sections 4 and 5 of this Article pertaining to 24-hour per day availability and 20 minute response times.
6. Should TOWER be unable to perform said services or fails to respond within an acceptable time frame, the BALLWIN POLICE DEPARTMENT may request said services from other towing and storage companies. The fees to be charged to the general public cannot exceed the list AGREEMENT prices. The TOWER will be responsible for monetary reimbursement to the public, whether an individual citizen or company, for any fee exceeding those approved. Therefore, the financial responsibility for any monetary adjustments will be that of the TOWER. In addition to reimbursement for overcharging, the TOWER will be liable for liquidated damages to the BALLWIN POLICE DEPARTMENT in the amount specified in Article VII, Section 2 of this AGREEMENT. It is the sole responsibility of the TOWER to advise the BALLWIN POLICE DEPARTMENT when TOWER knows he cannot meet required 20 minute response time.
7. If within a ninety (90) day period, the BALLWIN POLICE DEPARTMENT receives four (4) or more bona fide complaints regarding a tow company's response time or fee charges, the tow company will be issued a letter of warning from the Commander of Field Operations. Two letters of warning within a one (1) year period shall result in contract termination. The first one (1) year period will begin at the commencement date of the AGREEMENT.
8. Any Towing Company receiving a disciplinary letter which the Tower considers to be unjustified or in which the Tower indicates that he or she wishes to supply additional information for consideration should forward a written response to the Commander of Field Operations within ten (10) days after receipt of the disciplinary letter. The decision of the BALLWIN POLICE DEPARTMENT'S review of the case will be final.
9. TOWER shall forward at the first of every month a complete typed list showing a customer response time report. This list at a minimum shall show date and time call received, time call dispatched, on scene time, time to respond, and a destination time.
10. The Tower agrees to tow, change flat tires, etc. for all City of Ballwin Police vehicles without cost to the City. The Tower also agrees to assist the Police Department without charge in the removal of obstructions in the roadway,

transporting evidence to the St. Louis County Crime Lab or storage of evidence at their storage lot. The Tower also agrees to hold without charge to the City of Ballwin any vehicles held by the Ballwin Police Department for forfeiture proceedings under the Drug Enforcement Statute and the labor and use of machinery used to remove any vehicle parts for the inspection of VIN numbers.

## ARTICLE II FACILITIES

1. The TOWER'S storage lot shall be within fifteen (15) miles of the city limits of the City of Ballwin. The lot shall be completely enclosed by a fence that is a minimum of six (6) feet high and have the capacity to store a minimum of twenty (20) vehicles. The lot must have inside storage large enough to accommodate at least two (2) vehicles.
2. The facility designated in this AGREEMENT shall remain the designated facility throughout the duration of this contract unless the BALLWIN POLICE DEPARTMENT, in its sole discretion, approves a different site.
3. All of TOWER'S outside storage facilities shall be completely enclosed with a fence or wall with a minimum height of six (6) feet. Said outside facilities shall be large enough to accommodate a minimum of twenty (20) vehicles stored with wheels touching the ground (that is, not stacked on each other). Access to all such storage facilities shall be limited to the owner or owners of stored vehicles, or person entitled to possession thereof, and to authorized personnel of TOWER and of the BALLWIN POLICE DEPARTMENT.
4. TOWER shall post in a conspicuous place, readily accessible to the public, within its business office a list of approved fees for its towing storage services provided pursuant to this AGREEMENT for public inspection during normal business hours.
5. Vehicles or property will be secured at a facility other than those listed as owned by vendor only during unusual or emergency situations such as flood, tornado or fire which renders TOWER'S storage facility unsuitable or inadequate to store the number of vehicles required to be stored and even in such circumstances only if special procedures have been individually approved for each such subcontractor's facility by the Ballwin Police Department.
6. The City of Ballwin shall be named as an additional co-insured.
7. TOWER must present a current zoning authorization to operate a public vehicle storage yard. A TOWER located within unincorporated St. Louis County must

present authorization from the St. Louis County Department of Public Works indicating compliance with Title X, Chapter 1003, as amended. TOWER located within a municipality in St. Louis County must present evidence from the municipality in which the business is located, indicating authorization to operate a towed vehicle storage yard.

**ARTICLE III**  
**INSURANCE REQUIREMENTS**

TOWER agrees to carry the following insurance coverage during the term of this AGREEMENT and any extension thereof, and will provide the City of Ballwin with certificates of insurance on all required coverage prior to performing any services under this AGREEMENT.

1. WORKER'S COMPENSATION – As required by the State of Missouri, including Employer's Liability - \$100,000.00  
  
GENERAL LIABILITY – Limits of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 bodily injury, property damage to protect the TOWER against claims for personal injury and property damage that may arise as a result of operation under this AGREEMENT.
2. TOWER agrees to save and hold harmless the CITY OF BALLWIN, its elected and appointed officials, and all employees from liability for any fault arising out of performance of this AGREEMENT.
3. All certificates of insurance are required to indicate a 45-day advance written notice of cancellation of non-renewal. Such notice to be sent to the Commander of Staff and Auxiliary Services, Ballwin Police Department, 300 Park Drive, Ballwin, MO 63011.
4. TOWER agrees to provide a \$200,000.00 Garage Keeper's Legal Liability in order to protect vehicles towed or in their care, custody and control.
5. Hook Coverage – "On the Hook Coverage" shall be provided with limits of no less than \$100,000.00 for property damages that may arise as a result of towing operations.

**ARTICLE IV**  
**RELEASE OF VEHICLES**

1. The registered owner of a vehicle in storage at TOWER'S location shall, during normal business hours, be entitled to remove any personal effects, limited to child

safety seat(s), house keys, school books, from the vehicle, and additional item(s), i.e., medications, prescription glasses (in accordance with Missouri State Statute 304.155), prior to the vehicle being titled by the TOWER, with the exception of any vehicle or property held by the Ballwin Police Department for evidence or impoundment. If the registered owner wishes to remove any personal effects from the vehicle outside normal business hours, they will be told in advance that the charges, as identified in Article I, Section 1 of this AGREEMENT will be applied to their bill by the TOWER.

2. TOWER shall keep records of all services performed at the request of the BALLWIN POLICE DEPARTMENT pursuant to the AGREEMENT on forms designated by the BALLWIN POLICE DEPARTMENT and shall make such records available for inspection by the BALLWIN POLICE DEPARTMENT at any time during normal business hours during the term of this AGREEMENT and for an additional 12 months following the completion of this AGREEMENT or any extension thereof.

In addition, as provided for in Missouri State statutes, TOWER shall keep all records for three years on each vehicle towed and not reclaimed by the owner of the vehicle. Such record shall contain a copy of the policy officer's authorization to tow, copies of all correspondence with the Department of Revenue concerning the vehicle and information concerning the final disposition of the possession of the vehicle.

3. TOWER shall deliver or mail to the Commander of Field Operations, on a monthly basis, the original copy of the "Motor Vehicle Release or Disposition" form, which shall be completed for all towed vehicles which are dispatched by the BALLWIN POLICE DEPARTMENT. For vehicles titled to the lien holder pursuant to Article V of this AGREEMENT, TOWER shall submit the "Motor Vehicle Release or Disposition" form to the BALLWIN POLICE DEPARTMENT for each vehicle disposed of pursuant to this article.
4. The Ballwin "Motor Vehicle Release and Disposition" form shall serve as the paid invoice for towing and storage services to be provided pursuant to this AGREEMENT. Each invoice shall contain the following information:
  - a. A description of each service provided and charged for by TOWER, including the total number of days each vehicle was held for storage;
  - b. The name, address and home telephone number of the individual submitting payment for the services described in (a);
  - c. A description of the item to which the services described in (a) were provided, including when applicable, the vehicle year, make and model;



- d. The Police Department complaint number issued in said items described in (c ) when applicable;
  - e. The dates the services described in (a) were initiated and completed; and
  - f. The signature of the individual described in (b). The requirement for signature will apply to all vehicles towed after being dispatched by the Ballwin Police Department.
5. TOWER shall forward on the first day of each month a list of vehicles held by TOWER pursuant to this AGREEMENT as of the last day of the previous month which have not been released to the person or persons owning or entitled to possession of them. The "Public Tow Inventory" form shall include the:
- a. Date of inventory
  - b. Year, make, model, body style and color of vehicle
  - c. VIN and license number of vehicle
  - d. Department complaint number
  - e. Date of tow
  - f. Condition of vehicle
  - g. Whether or not a hold order exists on the vehicle
  - h. Date Form DOR-4577 was sent, if necessary
6. For all service calls dispatched by the Ballwin Police Department where the vehicle or property is removed from the scene of the call, the TOWER shall be responsible for properly completing and having signed by the owner (when available) a "Motor Vehicle Release or Disposition" form, and forwarding the completed and signed top copy of the of the form to the Ballwin Police Department no later than seven (7) calendar days following the removal of the vehicle or property from the TOWER'S facilities. THIS FORM MUST BE COMPLETED ON ALL TOWS WHETHER THE VEHICLE IS TAKEN TO THE TOWER'S FACILITIES, OR TO ANOTHER LOCATION AT THE DIRECTION OF THE OWNER OR OTHER PERSON WHO MAY APPROPRIATELY DIRECT THE PLACE OF TOWING OF THE VEHICLE.
7. The "Motor Vehicle Release or Disposition" form must reflect the prices approved in the AGREEMENT. If the owner, or his representative, authorized the vehicle to be towed to a location other than the TOWER'S facilities or designated areas, the signed "Motor Vehicle Release or Disposition" form will show the total amount charged under the Mileage provisions in Article I, Section 1 of this AGREEMENT.
8. The Ballwin Police Communications Section will inquire through NCIC and any Missouri law enforcement computer system available to the Ballwin Police Department to determine if the vehicle towed had been reported stolen, in whose name the vehicle is registered, and the lien holders on record.

9. As provided in Missouri State statutes, in order to enforce the lien established by the towing of a vehicle at the direction of a law enforcement officer, the TOWER will notify by registered mail, postage prepaid, the owner if known and any lien holders on record, at their last known address, that application for a certificate of title will be made unless the owner or lien holder of record makes satisfactory arrangements with the person holding the vehicle for payment of towing and storage within thirty (30) days of the mailing of the notice.

This notice must be sent to the owner or any lien holder within ten (10) business days of the towing of all automobiles which have not been claimed. The date that this notice is sent must be reflected on the top portion of the "Public Tow Inventory" as specified in paragraph 5.

10. The Ballwin Police Department may contact TOWER at any time during the term of this AGREEMENT and any extensions thereof for purposes of determining whether TOWER had held any vehicles towed or stored pursuant to this AGREEMENT for more than seven (7) days, other than vehicles held subject to special hold orders received from the BALLWIN POLICE DEPARTMENT. Upon request by the BALLWIN POLICE DEPARTMENT, TOWER shall provide the following information with respect to each such vehicle:
  - a. Description of vehicle;
  - b. Police Department complaint number, if applicable;
  - c. The vehicle identification number; and
  - d. The date and location from which the vehicle was removed.

#### **ARTICLE V** **UNCLAIMED VEHICLES**

1. Pursuant to St. Louis County Revised Ordinance Section 1216.130, subsections 7, 8, and 9, any vehicle not claimed within thirty (30) days of tow notification may be titled to the lien holder (in this case the TOWER) by the State of Missouri, Department of Revenue.
2. If the vehicle is titled in Missouri, the TOWER may apply to the Department of Revenue for a Certificate of Title. Per Missouri State statutes, a Certificate of Title is required before a tower can transfer possession of an automobile to a third party.

If a certificate of ownership has not been previously issued in Missouri on the towed vehicle, the lien holder in possession of the vehicle shall obtain ownership verification from the state in which the vehicle was last registered or titled, if known. If the lien holder is unable to determine the last known state of issuance

of the certificate of ownership or registration, he shall request ownership verification through any available nationwide network of vehicle records and shall notify the last owner of record and lien holder. The lien holder, upon notification of the last owner and any lien holder of record, shall comply with the requirements of paragraphs 9 and 10 of Article IV.

**ARTICLE VI**  
**ADDITIONAL WARRANTIES AND COVENANTS**

1. TOWER represents and warrants that all statements contained in this AGREEMENT, including, but not limited to Article IX, are true. TOWER also represents and warrants that no arrangement upon an AGREEMENT or understanding for a gratuity, commission, percentage, brokerage or contingent fee in any form to any person except bona fide employees of TOWER or bona fide established commercial sales agencies. For breach or violation of those representations or warranties, the BALLWIN POLICE DEPARTMENT may, by written notice to TOWER, terminate this AGREEMENT, or may pursue the same remedies against TOWER as it could pursue in the event of a breach of this AGREEMENT by TOWER. In addition, as a penalty in addition to other damages to which the BALLWIN POLICE DEPARTMENT may be entitled by law, the BALLWIN POLICE DEPARTMENT may recover from TOWER an amount designated by the Mayor for the City, which amount shall not be less than three (3) or more than ten (10) times the amount TOWER paid or agreed to pay as such gratuity, commission, percentage, brokerage or contingent fee. The rights and remedies of the BALLWIN POLICE DEPARTMENT as provided in this Section shall not be exclusive and are in addition to any other rights and remedies under this AGREEMENT as provided by law.
2. TOWER shall, at all times during the term of this AGREEMENT or any extension thereof, comply fully with the Fair Labor Standards Act, the Equal Opportunity Employment Act and all other applicable federal, state, St. Louis County and Ballwin laws, rules, regulations and ordinances. In the event of TOWER'S non-compliance with the representations made herein, this AGREEMENT may be canceled, terminated or suspended in whole or in part and TOWER may be declared ineligible for further work with the BALLWIN POLICE DEPARTMENT. The rights and remedies of the BALLWIN POLICE DEPARTMENT provided in this Section shall not be exclusive but are in addition to any remedies provided in the AGREEMENT or as provided for by law.
3. TOWER shall respond to all written inquiries from the BALLWIN POLICE DEPARTMENT within a period not to exceed five (5) business days.
4. TOWER represents that it can winch, dolly, wheel lift, upright, lift and tow all types of vehicles that equipment has been secured either through purchase, lease or other means to perform such duties and understand that failure to respond to

any service call because of failure to secure such equipment may be cause for cancellation, termination or suspension of the contract in whole or in part.

5. TOWER shall have at least one (1) functional rotor-beam type light, of the color(s) required by state law, and shall be mounted on the top of the tow vehicle. All emergency flashers and directional lights showing to the front of the tow vehicle must be amber in color.
6. TOWER shall have the following additional equipment on each truck:
  - a. At least one (1) heavy-duty push broom
  - b. Flood lights mounted at a height on the tow vehicle sufficient to illuminate the scene at night
  - c. One (1) shovel
  - d. One (1) pinch bar, pry bar, or crow bar
  - e. Minimum of one (1) 20 lb. Class ABC Underwriter's Laboratory approved fire extinguisher
  - f. Bidder shall be responsible for carrying the equipment necessary for removal of glass and other debris from the roadway following an accident. The towing vehicle operator shall be responsible for utilizing the equipment for such removals and disposing of it in accordance with all applicable laws and regulations at no additional cost to the City of Ballwin. **Tower will not be responsible for hazardous chemical spills requiring specialized clean-up equipment.**

In addition:

The appearance of tow vehicles shall be reasonably good with equipment painted. All tow vehicles shall display the firm's name, address, phone number, and such other information required by law. Such information shall be on contrasting color to the tow vehicle's color and shall be painted on or otherwise permanently affixed to both sides of the tow vehicle. All lettering shall comply with applicable laws and regulations and shall be at least three (3) inches high. Magnetic signs will not be permitted.

## ARTICLE VII RIGHTS OF THE CITY OF BALLWIN

1. The BALLWIN POLICE DEPARTMENT shall have general supervisory power over TOWER'S services to be performed under the terms and conditions of this AGREEMENT. All questions or disputes of any nature arising out of, relating to, or pursuant to this AGREEMENT shall be determined solely by the BALLWIN POLICE DEPARTMENT.

2. Although the relationship of TOWER to the BALLWIN POLICE DEPARTMENT is one of an independent contractor, both the BALLWIN POLICE DEPARTMENT and TOWER acknowledge that the public is not certain or even likely to fully appreciate the relationship between the BALLWIN POLICE DEPARTMENT and the TOWER and that the reputation of the CITY OF BALLWIN and the BALLWIN POLICE DEPARTMENT will be damaged by overcharging of the public by the TOWER. The damages to the BALLWIN POLICE DEPARTMENT are difficult if not impossible to ascertain in such cases, yet such damage will occur and the BALLWIN POLICE DEPARTMENT should be compensated for such damage. Therefore, TOWER agrees to the following as liquidated damages for damage to the BALLWIN POLICE DEPARTMENT'S reputation:

In the event that TOWER misrepresents to the public any fee established by this AGREEMENT, regardless of whether such misrepresentation is willful or negligent, TOWER shall pay within fifteen (15) calendar days after notification by the BALLWIN POLICE DEPARTMENT of the misrepresentation, TWO HUNDRED FIFTY DOLLARS (\$250) to the BALLWIN POLICE DEPARTMENT for each occurrence of misrepresentation after the first occurrence. In addition, TOWER shall refund to the person to whom such misrepresentation was made any amounts unlawfully collected, to include the first occurrence.

If the TOWER violates any of the other terms and conditions of this AGREEMENT, or fails or refuses for any reason to provide the services required under the terms and conditions of this AGREEMENT, or charges a fee in excess of that provided under Article I of this AGREEMENT the BALLWIN POLICE DEPARTMENT shall have the right to terminate the AGREEMENT. Any termination of this AGREEMENT is effective upon receipt by TOWER of a written notice of termination. The rights and remedies of the BALLWIN POLICE DEPARTMENT as provided in this Section shall not be exclusive and are in addition to any other rights and remedies under this AGREEMENT or as provided by law.

**ARTICLE VIII**  
**ASSIGNMENT ENTIRE AGREEMENT, SURVIVAL OF CLAIMS AND NON-WAIVER**

1. TOWER shall not, without the prior written consent of the BALLWIN POLICE DEPARTMENT, assign, transfer or otherwise dispose of this AGREEMENT, any claims thereunder, any interest therein, or any monies due or to become due thereunder.
  
2. This AGREEMENT constitutes and represents the complete and entire AGREEMENT between the BALLWIN POLICE DEPARTMENT and TOWER and supersedes all previous communications and representations, either written or verbal with respect to the subject matter of this AGREEMENT. No modification of this AGREEMENT or these terms and conditions shall be binding on the BALLWIN POLICE DEPARTMENT unless made in writing and signed by the BALLWIN POLICE DEPARTMENT.
  
3. In the event that this AGREEMENT is "terminated" in accordance with this AGREEMENT or otherwise, any claim accruing to either party prior to such termination shall survive such termination and be enforceable by the aggrieved party.
  
4. Failure to enforce any claim under this AGREEMENT shall not be construed to be a waiver of any subsequent violation of breach of this AGREEMENT.

**ARTICLE IX**  
**TOWER'S REPRESENTATIONS**

**A. QUALIFICATIONS OF TOWER**

1. State number of years and type of experience in towing under your company name:

25+ Year(s)

2. State full name, date of birth, chauffeur's license number, number of years and type of experience of each driver employed by your company who will be assigned to operate tow trucks.

*See Exh A*

| FULL NAME | DATE OF BIRTH | CHAUFFEUR'S LICENSE NO. | STATE | YEARS | TYPE OF EXPERIENCE |
|-----------|---------------|-------------------------|-------|-------|--------------------|
|           |               |                         |       |       |                    |
|           |               |                         |       |       |                    |
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The tow company must have (4) four or more tow trucks available to respond to calls for service by the Police Department and have or be able to obtain specialized equipment should the need arise.

Comply Yes  No

LIST ALL VEHICLES OWNED/USED BY TOWING COMPANY

| TRUCK # | YEAR | MAKE     | TONNAGE | VIN | PLATE | PLATE EXP | BED SERIAL # | CO. TOW |
|---------|------|----------|---------|-----|-------|-----------|--------------|---------|
|         |      | See Exb. |         | B   |       |           |              |         |
|         |      |          |         |     |       |           |              |         |
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3. Do you currently hold a Salvage Business License?

Yes \_\_\_\_\_ No X

4. List the location and dimensions of outside storage facility.

825 Marshall Rd.  
Valley Park, MO - 1+ acre.

**B. BUSINESS HOURS**

NOTE: TOWER to be open 8 AM to 6 PM, Monday through Friday and 9 AM to 1PM on Saturday, at a minimum and 11AM to 3PM on Sundays.

Monday – Friday            8 AM to 6 PM

Saturday                    9 AM to 1 PM

Sunday                      11 AM to 3 PM

1. TOWER lot will be closed to the public for the holidays listed.

|               |                      |
|---------------|----------------------|
| Christmas Eve | New Years Day        |
| Christmas     | July 4 <sup>th</sup> |
| Memorial Day  | Thanksgiving         |
| Labor Day     |                      |
|               |                      |

2. TOWER to list business telephone number for calls for service during normal business hours.

Telephone # 636-946-4700 during the hours of \_\_\_\_\_ AM to \_\_\_\_\_ PM on the following days: 24-7.

TOWER to list telephone number for calls for service after normal business hours.

Telephone # 636-946-4700 during the hours of \_\_\_\_\_ AM to \_\_\_\_\_ PM on the following days: 24-7.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

This AGREEMENT for Towing and Storage Services is hereby dated and executed this 24<sup>th</sup> day of July, 2017.

D. L. Towing Inc.  
TOWER

Attest:

By Don Wickham - president  
SIGNATURE AND TITLE

Pamela J. Winkel - Secretary  
SIGNATURE AND TITLE

CITY OF BALLWIN

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

**BALLWIN POLICE DEPARTMENT  
MOTOR VEHICLE RELEASE AND DISPOSITION**

TOW DATE: \_\_\_\_\_ COMPLAINT #: \_\_\_\_\_

Make of Auto \_\_\_\_\_

Year \_\_\_\_\_ Model \_\_\_\_\_

Vin \_\_\_\_\_

License No. \_\_\_\_\_ Year \_\_\_\_\_ State \_\_\_\_\_

Name of Owner \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Proof of Ownership:  Title  Registration Slip  
Other \_\_\_\_\_

Towed From \_\_\_\_\_

Released To \_\_\_\_\_

Address \_\_\_\_\_

Released By \_\_\_\_\_

Date of Release \_\_\_\_\_

Comments \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COMPLAINT #:

Towing Agency \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

St. Louis County License # \_\_\_\_\_

**SCHEDULE OF PRICES**

|                   | TOWING    | AMOUNT  |
|-------------------|-----------|---------|
| STORAGE           | days x \$ | per day |
| DOLLY             |           |         |
| ADDL. CHARGES     |           |         |
| EQUIPMENT CHARGES |           |         |
| PERSONNEL CHARGES |           |         |
| OTHER             |           |         |
| <b>TOTAL</b>      |           |         |

**TOWING AND STORAGE STATEMENT**

Fees for towing and storage from the scene of the tow when initiated by the Ballwin Police Department.

SIGNATURE (Vehicle claimant) \_\_\_\_\_  
(signature verifies knowledge of cost)

# Exhibit A

| Name             | Birthday   | Chaufferur's License No. | State | Experienc | Type of Experience |
|------------------|------------|--------------------------|-------|-----------|--------------------|
| Acie Campbell    | 11/3/1992  | V035252004               | MO    | 10        | flatbed            |
| Wayne Honkey     | 2/13/1975  | S142038025               | MO    | 20        | flatbed/wrecker    |
| Matt Jones       | 12/19/1978 | L149020011               | MO    | 20        | flatbed/wrecker    |
| Tyson Kirn       | 11/9/1984  | S002363004               | MO    | 20        | flatbed            |
| David Pearce     | 1/30/1986  | V114030006               | MO    | 20        | flatbed/wrecker    |
| Carey Pitts      | 12/3/1987  | S050135047               | MO    | 5         | flatbed            |
| Ronald Rector    | 9/28/1949  | T980165354               | MO    | 45        | flatbed/wrecker    |
| John Roach       | 3/12/1963  | S133065028               | MO    | 40        | flatbed/wrecker    |
| Richard Schaefer | 10/18/1954 | T118288002               | MO    | 45        | flatbed/wrecker    |
| Jimmie Smith     | 12/11/1970 | M133271001               | MO    | 15        | Rollback           |
| David Weyburn    | 4/26/1989  | S050293021               | MO    | 5         | Rollback           |
| Tony Willyard    | 3/25/1993  | V133071005               | MO    | 2         | Rollback           |
| Carl Walsh       | 09/15/69   | D0205127                 | MO    | 15        | flatbed/wredker    |





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


|  |   |                                    |
|--|---|------------------------------------|
| <b>PRODUCER</b><br><b>Weiss Insurance</b><br>683 Trade Center Blvd<br>Suite 100<br>Chesterfield MO 63005 | <b>CONTACT NAME:</b> John Murphy<br><b>PHONE (A/C No. Ext):</b> (636) 534-7230<br><b>E-MAIL ADDRESS:</b> johnmurphy@weiss-ins.com | <b>FAX (A/C No.):</b> 636-590-2633 |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>  |                                    |
| <b>INSURED</b><br><b>D &amp; L TOWING INC</b><br>2103 OLD HIGHWAY 94 SOUTH<br>SAINT CHARLES MO 63303     | <b>INSURER A:</b> ZURICH  |                                    |
|  | <b>INSURER B:</b> Missouri Employers Mutual   |                                    |
|  | <b>INSURER C:</b> ZURICH  |                                    |
|  | <b>INSURER D:</b>   |                                    |
|  | <b>INSURER E:</b>   |                                    |

**COVERAGES**      **CERTIFICATE NUMBER:** CL1611426631      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSR | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|----------------|-------------------------|-------------------------|---|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          | PRA1600042     | 1/15/2017               | 1/15/2018               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPI/OP AGG \$ 2,000,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS  |           |          | PRA1600042     | 1/15/2017               | 1/15/2018               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED      RETENTION \$   |           |          | UMB1640042     | 1/15/2017               | 01/15/2018              | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N/A      | MEM 1017612-09 | 3/21/2016               | 3/21/2018               | <input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                          |
| A        | ON HOOK & CARGO   |           |          | PRA1600042     | 1/15/2017               | 1/15/2018               | \$250,000 LIMIT \$1,000 DED   |
| A        | GARAGE KEEPERS LEGAL  |           |          | PRA1600042     | 1/15/2017               | 1/15/2018               | \$250,000 LIMIT \$1,000 DED PER LOCATION  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 City of Ballwin is included as Additional Insured for General Liability as respects worked performed by the named insured.

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br>GBOSWELL@BALLWING.<br><br>City of Ballwin<br>Captain BOSWELL<br>300 Park<br>Manchester, MO 63011 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>Matthew Weiss/RIORDA  |
|---|--|

Ballwin Police Department  
300 Park Drive  
Ballwin, MO 63011-3717

Kevin Scott  
Chief of Police

July 21, 2017

Dear Chief Scott,

It has been a pleasure to provide our towing service for the City of Ballwin for the last four years. If chosen again to tow for the City of Ballwin we will continue to give your city 110%, and our pricing will stay the same as it has been for the last four years. We will also continue to tow all city vehicles including; Public Works trucks and equipment at no charge. Once again thank you for the opportunity to allow McNamara's Towing to bid on your Police Contract.

Regards,



Chris Webster  
314-993-4025- Office  
314-565-8443-Cell  
Mcnamara\_towing@yahoo.com

# AGREEMENT

## ARTICLE 1 SCOPE OF AGREEMENT

1. TOWER shall perform for the public the services described herein for all vehicles as described and requested by the Ballwin Police Department pursuant to this AGREEMENT (hereinafter "AGREEMENT"). Such services ("towing and storage services") shall be performed within the City of Ballwin and contract cities.

In this AGREEMENT, the definition of towing shall include any wheel-lifting, up righting, lifting, as necessary for the tow of any vehicle. No additional fees shall be added for any vehicle except as follows:

The towing company agrees to tow vehicles when requested to do so by the Police Department for a fee not to exceed \$ 80.00 for an arrest and \$ 90.00 for an accident to the towing company's storage lot or to any location within the City of Ballwin, City of Manchester, City of Clarkson Valley, City of Ellisville, and City of Winchester. The towing company can charge \$ 3.00 a mile to the towing company's storage lot or to any location within the City of Ballwin, City of Manchester, City of Clarkson Valley, City of Ellisville, and City of Winchester. If the owner of the vehicle requests the vehicle to be towed to a location outside the boundaries of the listed cities, the tower can charge an additional \$ N/C per mile from the external boundaries of the listed cities to their destination. The agreed upon \$ 80.00 towing charge for arrests and \$ 90.00 for accidents includes all the services of the towing company to include but not limited to: clean-up charges, fuel surcharge, dolly charge, flatbed charge, and any miscellaneous charges. The towing company can charge \$ 90.00 to tow any vehicle up to two tons. Anything over that tonnage will be at an hourly rate not to exceed \$ 150.00 per hour. This also includes but not limited to: clean-up charges, fuel surcharge, dolly charge, flatbed charge, and any miscellaneous charges. The towing company can charge an additional \$ 55.00 per hour when, at the request of emergency personnel, they are called to the scene but are not able to remove the vehicle because of the actions of the emergency personnel. The \$ 55.00 per hour charge shall also apply when the towing company is involved in a recovery process to remove the vehicle. This would apply to vehicles that have left the roadway or have overturned either on or off the roadway.

The vehicle shall be released upon payment of the charges as agreed upon within this towing AGREEMENT. The normal hours of release are Monday through Friday, 8:00 a.m. to 6:00 p.m., and Saturday, 9:00 a.m. to 1:00 p.m. Sunday vehicle releases are possible from 11:00 a.m. to 3:00 p.m. If the company is closed, they will arrange for an after hour release at no charge. The towing



company can charge \$ 30.00 per day or any part of a day for the storage of a vehicle towed at the request of the police department.

2. With no exceptions, TOWER has an obligation to perform all towing, winching, up righting, lifting, dolly service and storage services required in this AGREEMENT. The obligation shall commence on September 3<sup>rd</sup>, 2017 and shall continue for a period of 3 years, ending September 2<sup>nd</sup>, 2020. Provided TOWER is not in default in the performance of its obligations hereunder and the right to terminate under Article I, Section 7 has not been exercised, this AGREEMENT shall automatically renew for one year, commencing with the expiration of the original AGREEMENT term.

During such extended term, the parties hereto shall be subject to the same terms, conditions and fees as are provided herein. TOWER shall be required during the term of this AGREEMENT to any extension thereof to comply with any and all ordinances or state statutes regarding towing, licensing or unclaimed vehicles. Compliance must include, but is not limited to RSMo 301.210 and 304.155 as amended. In addition, TOWER will be required to fully comply with any and all changes in these and other applicable laws and ordinances during the term of this AGREEMENT or any extension thereof.

3. For all service calls dispatched by the Ballwin Police Department, the TOWER shall be responsible for the winching, up righting, lifting, towing and dollying of vehicles and property from the scene of the call to the approved garage or storage yard and shall secure the vehicle at the TOWER'S storage site designated, unless waiver is signed by the owner of the vehicle or his representative. In addition, the TOWER will be responsible for the removal of any broken glass, automobile parts, general debris, etc., from the roadway. If the owner or his representative authorizes the vehicle to be towed to a location other than the TOWER'S facilities, the TOWER must obtain from the owner or his representative a signed "Motor Vehicle Release and Disposition" form (copy attached), which will serve as the waiver. This waiver must be forwarded to the Commander of Field Operations no later than thirty one (31) days following the tow and will serve as documentation of the owner's waiver of AGREEMENT prices.
4. TOWER shall provide towing and storage services at the request of the BALLWIN POLICE DEPARTMENT pursuant to this AGREEMENT on a 24-hour per day basis, every day of the term of this AGREEMENT or any extension thereof. Requests by the BALLWIN POLICE DEPARTMENT for such services shall be made by telephone and/or radio by authorized personnel of the Police Department. TOWER shall also provide sufficient personnel to answer telephone requests for towing and storage services from the BALLWIN POLICE DEPARTMENT on a 24-hour per day basis, every day of the term of this AGREEMENT or any extension thereof.

5. TOWER shall expedite all requests for towing by the BALLWIN POLICE DEPARTMENT. TOWER is expected to respond to all calls for service and arrive at the scene within twenty (20) minutes from the time dispatched by the BALLWIN POLICE DEPARTMENT. TOWER shall satisfy this requirement without violating any law pertaining to speed limits and without endangering the health or safety of any person. It is the TOWER'S responsibility to assure that TOWER has sufficient tow trucks, other equipment and personnel to fulfill all requests for towing services made under this AGREEMENT, and to comply with the requirements of Sections 4 and 5 of this Article pertaining to 24-hour per day availability and 20 minute response times.
6. Should TOWER be unable to perform said services or fails to respond within an acceptable time frame, the BALLWIN POLICE DEPARTMENT may request said services from other towing and storage companies. The fees to be charged to the general public cannot exceed the list AGREEMENT prices. The TOWER will be responsible for monetary reimbursement to the public, whether an individual citizen or company, for any fee exceeding those approved. Therefore, the financial responsibility for any monetary adjustments will be that of the TOWER. In addition to reimbursement for overcharging, the TOWER will be liable for liquidated damages to the BALLWIN POLICE DEPARTMENT in the amount specified in Article VII, Section 2 of this AGREEMENT. It is the sole responsibility of the TOWER to advise the BALLWIN POLICE DEPARTMENT when TOWER knows he cannot meet required 20 minute response time.
7. If within a ninety (90) day period, the BALLWIN POLICE DEPARTMENT receives four (4) or more bona fide complaints regarding a tow company's response time or fee charges, the tow company will be issued a letter of warning from the Commander of Field Operations. Two letters of warning within a one (1) year period shall result in contract termination. The first one (1) year period will begin at the commencement date of the AGREEMENT.
8. Any Towing Company receiving a disciplinary letter which the Tower considers to be unjustified or in which the Tower indicates that he or she wishes to supply additional information for consideration should forward a written response to the Commander of Field Operations within ten (10) days after receipt of the disciplinary letter. The decision of the BALLWIN POLICE DEPARTMENT'S review of the case will be final.
9. TOWER shall forward at the first of every month a complete typed list showing a customer response time report. This list at a minimum shall show date and time call received, time call dispatched, on scene time, time to respond, and a destination time.
10. The Tower agrees to tow, change flat tires, etc. for all City of Ballwin Police vehicles without cost to the City. The Tower also agrees to assist the Police Department without charge in the removal of obstructions in the roadway,

transporting evidence to the St. Louis County Crime Lab or storage of evidence at their storage lot. The Tower also agrees to hold without charge to the City of Ballwin any vehicles held by the Ballwin Police Department for forfeiture proceedings under the Drug Enforcement Statute and the labor and use of machinery used to remove any vehicle parts for the inspection of VIN numbers.

## ARTICLE II FACILITIES

1. The TOWER'S storage lot shall be within fifteen (15) miles of the city limits of the City of Ballwin. The lot shall be completely enclosed by a fence that is a minimum of six (6) feet high and have the capacity to store a minimum of twenty (20) vehicles. The lot must have inside storage large enough to accommodate at least two (2) vehicles.
2. The facility designated in this AGREEMENT shall remain the designated facility throughout the duration of this contract unless the BALLWIN POLICE DEPARTMENT, in its sole discretion, approves a different site.
3. All of TOWER'S outside storage facilities shall be completely enclosed with a fence or wall with a minimum height of six (6) feet. Said outside facilities shall be large enough to accommodate a minimum of twenty (20) vehicles stored with wheels touching the ground (that is, not stacked on each other). Access to all such storage facilities shall be limited to the owner or owners of stored vehicles, or person entitled to possession thereof, and to authorized personnel of TOWER and of the BALLWIN POLICE DEPARTMENT.
4. TOWER shall post in a conspicuous place, readily accessible to the public, within its business office a list of approved fees for its towing storage services provided pursuant to this AGREEMENT for public inspection during normal business hours.
5. Vehicles or property will be secured at a facility other than those listed as owned by vendor only during unusual or emergency situations such as flood, tornado or fire which renders TOWER'S storage facility unsuitable or inadequate to store the number of vehicles required to be stored and even in such circumstances only if special procedures have been individually approved for each such subcontractor's facility by the Ballwin Police Department.
6. The City of Ballwin shall be named as an additional co-insured.
7. TOWER must present a current zoning authorization to operate a public vehicle storage yard. A TOWER located within unincorporated St. Louis County must

present authorization from the St. Louis County Department of Public Works indicating compliance with Title X, Chapter 1003, as amended. TOWER located within a municipality in St. Louis County must present evidence from the municipality in which the business is located, indicating authorization to operate a towed vehicle storage yard.

**ARTICLE III**  
**INSURANCE REQUIREMENTS**

TOWER agrees to carry the following insurance coverage during the term of this AGREEMENT and any extension thereof, and will provide the City of Ballwin with certificates of insurance on all required coverage prior to performing any services under this AGREEMENT.

1. WORKER’S COMPENSATION – As required by the State of Missouri, including Employer’s Liability - \$100,000.00  
  
GENERAL LIABILITY – Limits of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 bodily injury, property damage to protect the TOWER against claims for personal injury and property damage that may arise as a result of operation under this AGREEMENT.
2. TOWER agrees to save and hold harmless the CITY OF BALLWIN, its elected and appointed officials, and all employees from liability for any fault arising out of performance of this AGREEMENT.
3. All certificates of insurance are required to indicate a 45-day advance written notice of cancellation of non-renewal. Such notice to be sent to the Commander of Staff and Auxiliary Services, Ballwin Police Department, 300 Park Drive, Ballwin, MO 63011.
4. TOWER agrees to provide a \$200,000.00 Garage Keeper’s Legal Liability in order to protect vehicles towed or in their care, custody and control.
5. Hook Coverage – “On the Hook Coverage” shall be provided with limits of no less than \$100,000.00 for property damages that may arise as a result of towing operations.

**ARTICLE IV**  
**RELEASE OF VEHICLES**

1. The registered owner of a vehicle in storage at TOWER’S location shall, during normal business hours, be entitled to remove any personal effects, limited to child

safety seat(s), house keys, school books, from the vehicle, and additional item(s), i.e., medications, prescription glasses (in accordance with Missouri State Statute 304.155), prior to the vehicle being titled by the TOWER, with the exception of any vehicle or property held by the Ballwin Police Department for evidence or impoundment. If the registered owner wishes to remove any personal effects from the vehicle outside normal business hours, they will be told in advance that the charges, as identified in Article I, Section 1 of this AGREEMENT will be applied to their bill by the TOWER.

2. TOWER shall keep records of all services performed at the request of the BALLWIN POLICE DEPARTMENT pursuant to the AGREEMENT on forms designated by the BALLWIN POLICE DEPARTMENT and shall make such records available for inspection by the BALLWIN POLICE DEPARTMENT at any time during normal business hours during the term of this AGREEMENT and for an additional 12 months following the completion of this AGREEMENT or any extension thereof.

In addition, as provided for in Missouri State statutes, TOWER shall keep all records for three years on each vehicle towed and not reclaimed by the owner of the vehicle. Such record shall contain a copy of the policy officer's authorization to tow, copies of all correspondence with the Department of Revenue concerning the vehicle and information concerning the final disposition of the possession of the vehicle.

3. TOWER shall deliver or mail to the Commander of Field Operations, on a monthly basis, the original copy of the "Motor Vehicle Release or Disposition" form, which shall be completed for all towed vehicles which are dispatched by the BALLWIN POLICE DEPARTMENT. For vehicles titled to the lien holder pursuant to Article V of this AGREEMENT, TOWER shall submit the "Motor Vehicle Release or Disposition" form to the BALLWIN POLICE DEPARTMENT for each vehicle disposed of pursuant to this article.
4. The Ballwin "Motor Vehicle Release and Disposition" form shall serve as the paid invoice for towing and storage services to be provided pursuant to this AGREEMENT. Each invoice shall contain the following information:
  - a. A description of each service provided and charged for by TOWER, including the total number of days each vehicle was held for storage;
  - b. The name, address and home telephone number of the individual submitting payment for the services described in (a);
  - c. A description of the item to which the services described in (a) were provided, including when applicable, the vehicle year, make and model;

- d. The Police Department complaint number issued in said items described in (c ) when applicable;
  - e. The dates the services described in (a) were initiated and completed; and
  - f. The signature of the individual described in (b). The requirement for signature will apply to all vehicles towed after being dispatched by the Ballwin Police Department.
5. TOWER shall forward on the first day of each month a list of vehicles held by TOWER pursuant to this AGREEMENT as of the last day of the previous month which have not been released to the person or persons owning or entitled to possession of them. The “Public Tow Inventory” form shall include the:
  - a. Date of inventory
  - b. Year, make, model, body style and color of vehicle
  - c. VIN and license number of vehicle
  - d. Department complaint number
  - e. Date of tow
  - f. Condition of vehicle
  - g. Whether or not a hold order exists on the vehicle
  - h. Date Form DOR-4577 was sent, if necessary
6. For all service calls dispatched by the Ballwin Police Department where the vehicle or property is removed from the scene of the call, the TOWER shall be responsible for properly completing and having signed by the owner (when available) a “Motor Vehicle Release or Disposition” form, and forwarding the completed and signed top copy of the of the form to the Ballwin Police Department no later than seven (7) calendar days following the removal of the vehicle or property from the TOWER’S facilities. THIS FORM MUST BE COMPLETED ON ALL TOWS WHETHER THE VEHICLE IS TAKEN TO THE TOWER’S FACILITIES, OR TO ANOTHER LOCATION AT THE DIRECTION OF THE OWNER OR OTHER PERSON WHO MAY APPROPRIATELY DIRECT THE PLACE OF TOWING OF THE VEHICLE.
7. The “Motor Vehicle Release or Disposition” form must reflect the prices approved in the AGREEMENT. If the owner, or his representative, authorized the vehicle to be towed to a location other than the TOWER’S facilities or designated areas, the signed “Motor Vehicle Release or Disposition” form will show the total amount charged under the Mileage provisions in Article I, Section 1 of this AGREEMENT.
8. The Ballwin Police Communications Section will inquire through NCIC and any Missouri law enforcement computer system available to the Ballwin Police Department to determine if the vehicle towed had been reported stolen, in whose name the vehicle is registered, and the lien holders on record.

9. As provided in Missouri State statutes, in order to enforce the lien established by the towing of a vehicle at the direction of a law enforcement officer, the TOWER will notify by registered mail, postage prepaid, the owner if known and any lien holders on record, at their last known address, that application for a certificate of title will be made unless the owner or lien holder of record makes satisfactory arrangements with the person holding the vehicle for payment of towing and storage within thirty (30) days of the mailing of the notice.

This notice must be sent to the owner or any lien holder within ten (10) business days of the towing of all automobiles which have not been claimed. The date that this notice is sent must be reflected on the top portion of the "Public Tow Inventory" as specified in paragraph 5.

10. The Ballwin Police Department may contact TOWER at any time during the term of this AGREEMENT and any extensions thereof for purposes of determining whether TOWER had held any vehicles towed or stored pursuant to this AGREEMENT for more than seven (7) days, other than vehicles held subject to special hold orders received from the BALLWIN POLICE DEPARTMENT. Upon request by the BALLWIN POLICE DEPARTMENT, TOWER shall provide the following information with respect to each such vehicle:
  - a. Description of vehicle;
  - b. Police Department complaint number, if applicable;
  - c. The vehicle identification number; and
  - d. The date and location from which the vehicle was removed.

#### **ARTICLE V** **UNCLAIMED VEHICLES**

1. Pursuant to St. Louis County Revised Ordinance Section 1216.130, subsections 7, 8, and 9, any vehicle not claimed within thirty (30) days of tow notification may be titled to the lien holder (in this case the TOWER) by the State of Missouri, Department of Revenue.
2. If the vehicle is titled in Missouri, the TOWER may apply to the Department of Revenue for a Certificate of Title. Per Missouri State statutes, a Certificate of Title is required before a tower can transfer possession of an automobile to a third party.

If a certificate of ownership has not been previously issued in Missouri on the towed vehicle, the lien holder in possession of the vehicle shall obtain ownership verification from the state in which the vehicle was last registered or titled, if known. If the lien holder is unable to determine the last known state of issuance

of the certificate of ownership or registration, he shall request ownership verification through any available nationwide network of vehicle records and shall notify the last owner of record and lien holder. The lien holder, upon notification of the last owner and any lien holder of record, shall comply with the requirements of paragraphs 9 and 10 of Article IV.

**ARTICLE VI**  
**ADDITIONAL WARRANTIES AND COVENANTS**

1. TOWER represents and warrants that all statements contained in this AGREEMENT, including, but not limited to Article IX, are true. TOWER also represents and warrants that no arrangement upon an AGREEMENT or understanding for a gratuity, commission, percentage, brokerage or contingent fee in any form to any person except bona fide employees of TOWER or bona fide established commercial sales agencies. For breach or violation of those representations or warranties, the BALLWIN POLICE DEPARTMENT may, by written notice to TOWER, terminate this AGREEMENT, or may pursue the same remedies against TOWER as it could pursue in the event of a breach of this AGREEMENT by TOWER. In addition, as a penalty in addition to other damages to which the BALLWIN POLICE DEPARTMENT may be entitled by law, the BALLWIN POLICE DEPARTMENT may recover from TOWER an amount designated by the Mayor for the City, which amount shall not be less than three (3) or more than ten (10) times the amount TOWER paid or agreed to pay as such gratuity, commission, percentage, brokerage or contingent fee. The rights and remedies of the BALLWIN POLICE DEPARTMENT as provided in this Section shall not be exclusive and are in addition to any other rights and remedies under this AGREEMENT as provided by law.
2. TOWER shall, at all times during the term of this AGREEMENT or any extension thereof, comply fully with the Fair Labor Standards Act, the Equal Opportunity Employment Act and all other applicable federal, state, St. Louis County and Ballwin laws, rules, regulations and ordinances. In the event of TOWER'S non-compliance with the representations made herein, this AGREEMENT may be canceled, terminated or suspended in whole or in part and TOWER may be declared ineligible for further work with the BALLWIN POLICE DEPARTMENT. The rights and remedies of the BALLWIN POLICE DEPARTMENT provided in this Section shall not be exclusive but are in addition to any remedies provided in the AGREEMENT or as provided for by law.
3. TOWER shall respond to all written inquiries from the BALLWIN POLICE DEPARTMENT within a period not to exceed five (5) business days.
4. TOWER represents that it can winch, dolly, wheel lift, upright, lift and tow all types of vehicles that equipment has been secured either through purchase, lease or other means to perform such duties and understand that failure to respond to



any service call because of failure to secure such equipment may be cause for cancellation, termination or suspension of the contract in whole or in part.

5. TOWER shall have at least one (1) functional rotor-beam type light, of the color(s) required by state law, and shall be mounted on the top of the tow vehicle. All emergency flashers and directional lights showing to the front of the tow vehicle must be amber in color.
6. TOWER shall have the following additional equipment on each truck:
  - a. At least one (1) heavy-duty push broom
  - b. Flood lights mounted at a height on the tow vehicle sufficient to illuminate the scene at night
  - c. One (1) shovel
  - d. One (1) pinch bar, pry bar, or crow bar
  - e. Minimum of one (1) 20 lb. Class ABC Underwriter's Laboratory approved fire extinguisher
  - f. Bidder shall be responsible for carrying the equipment necessary for removal of glass and other debris from the roadway following an accident. The towing vehicle operator shall be responsible for utilizing the equipment for such removals and disposing of it in accordance with all applicable laws and regulations at no additional cost to the City of Ballwin. **Tower will not be responsible for hazardous chemical spills requiring specialized clean-up equipment.**

In addition:

The appearance of tow vehicles shall be reasonably good with equipment painted. All tow vehicles shall display the firm's name, address, phone number, and such other information required by law. Such information shall be on contrasting color to the tow vehicle's color and shall be painted on or otherwise permanently affixed to both sides of the tow vehicle. All lettering shall comply with applicable laws and regulations and shall be at least three (3) inches high. Magnetic signs will not be permitted.

## ARTICLE VII RIGHTS OF THE CITY OF BALLWIN

1. The BALLWIN POLICE DEPARTMENT shall have general supervisory power over TOWER'S services to be performed under the terms and conditions of this AGREEMENT. All questions or disputes of any nature arising out of, relating to, or pursuant to this AGREEMENT shall be determined solely by the BALLWIN POLICE DEPARTMENT.

2. Although the relationship of TOWER to the BALLWIN POLICE DEPARTMENT is one of an independent contractor, both the BALLWIN POLICE DEPARTMENT and TOWER acknowledge that the public is not certain or even likely to fully appreciate the relationship between the BALLWIN POLICE DEPARTMENT and the TOWER and that the reputation of the CITY OF BALLWIN and the BALLWIN POLICE DEPARTMENT will be damaged by overcharging of the public by the TOWER. The damages to the BALLWIN POLICE DEPARTMENT are difficult if not impossible to ascertain in such cases, yet such damage will occur and the BALLWIN POLICE DEPARTMENT should be compensated for such damage. Therefore, TOWER agrees to the following as liquidated damages for damage to the BALLWIN POLICE DEPARTMENT'S reputation:

In the event that TOWER misrepresents to the public any fee established by this AGREEMENT, regardless of whether such misrepresentation is willful or negligent, TOWER shall pay within fifteen (15) calendar days after notification by the BALLWIN POLICE DEPARTMENT of the misrepresentation, TWO HUNDRED FIFTY DOLLARS (\$250) to the BALLWIN POLICE DEPARTMENT for each occurrence of misrepresentation after the first occurrence. In addition, TOWER shall refund to the person to whom such misrepresentation was made any amounts unlawfully collected, to include the first occurrence.

If the TOWER violates any of the other terms and conditions of this AGREEMENT, or fails or refuses for any reason to provide the services required under the terms and conditions of this AGREEMENT, or charges a fee in excess of that provided under Article I of this AGREEMENT the BALLWIN POLICE DEPARTMENT shall have the right to terminate the AGREEMENT. Any termination of this AGREEMENT is effective upon receipt by TOWER of a written notice of termination. The rights and remedies of the BALLWIN POLICE DEPARTMENT as provided in this Section shall not be exclusive and are in addition to any other rights and remedies under this AGREEMENT or as provided by law.

**ARTICLE VIII**  
**ASSIGNMENT ENTIRE AGREEMENT, SURVIVAL OF CLAIMS AND NON-  
 WAIVER**

1. TOWER shall not, without the prior written consent of the BALLWIN POLICE DEPARTMENT, assign, transfer or otherwise dispose of this AGREEMENT, any claims thereunder, any interest therein, or any monies due or to become due thereunder.
  
2. This AGREEMENT constitutes and represents the complete and entire AGREEMENT between the BALLWIN POLICE DEPARTMENT and TOWER and supersedes all previous communications and representations, either written or verbal with respect to the subject matter of this AGREEMENT. No modification of this AGREEMENT or these terms and conditions shall be binding on the BALLWIN POLICE DEPARTMENT unless made in writing and signed by the BALLWIN POLICE DEPARTMENT.
  
3. In the event that this AGREEMENT is “terminated” in accordance with this AGREEMENT or otherwise, any claim accruing to either party prior to such termination shall survive such termination and be enforceable by the aggrieved party.
  
4. Failure to enforce any claim under this AGREEMENT shall not be construed to be a waiver of any subsequent violation of breach of this AGREEMENT.

**ARTICLE IX**  
**TOWER’S REPRESENTATIONS**

**A. QUALIFICATIONS OF TOWER**

1. State number of years and type of experience in towing under your company name:  
 \_\_\_25\_\_\_ Year(s)
  
2. State full name, date of birth, chauffeur’s license number, number of years and type of experience of each driver employed by your company who will be assigned to operate tow trucks.

| FULL NAME           | DATE OF BIRTH | CHAUFFEUR’S LICENSE NO. | STATE | YEARS | TYPE OF EXPERIENCE |
|---------------------|---------------|-------------------------|-------|-------|--------------------|
| Christopher Webster | 10-18-73      | T147290005              | MO    | 2019  | 28 Years           |
| Jason Webster       | 08-13-70      | T137313005              | MO    | 2019  | 15 Years           |
| Scott Webster       | 05-09-77      | S160317021              | MO    | 2020  | 15 Years           |

|                  |          |              |    |      |          |
|------------------|----------|--------------|----|------|----------|
| Ryan Webster     | 03-16-86 | P149180031   | MO | 2022 | 15 Years |
| Joe Ligue        | 08-19-68 | M035325010   | MO | 2020 | 25 Years |
| Scott Ligue      | 06-15-90 | R149216028   | MO | 2023 | 10 Years |
| Marlin LoPiccolo | 04-08-80 | L12455080101 | IL | 2021 | 15 Years |
| Brian Sept       | 01-12-77 | S149243001   | MO | 2022 | 20 Years |
| Kenneth Pollman  | 10-17-66 | T147319012   | MO | 2022 | 30 Years |
| Edward Briggs    | 04-06-77 | L122012002   | MO | 2019 | 20 Years |
|                  |          |              |    |      |          |
|                  |          |              |    |      |          |
|                  |          |              |    |      |          |
|                  |          |              |    |      |          |
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|                  |          |              |    |      |          |
|                  |          |              |    |      |          |

The tow company must have (4) four or more tow trucks available to respond to calls for service by the Police Department and have or be able to obtain specialized equipment should the need arise.

Comply Yes  No

LIST ALL VEHICLES OWNED/USED BY TOWING COMPANY

| TRUCK # | YEAR | MAKE          | TONNAGE | VIN                   | PLATE   | PLATE EXP | BED SERIAL #         | CO. TOW |
|---------|------|---------------|---------|-----------------------|---------|-----------|----------------------|---------|
| MT-22   | 2006 | Kenworth      | 16 TON  | 2NKMHZ7X16<br>M128419 | 12A-C6L | 17        | 2006-1016            | 264     |
| MT-23   | 1999 | Ford          | 8 TON   | 1FDXF46F2XE<br>C67679 | 42A-8CB | 18        | 99048238             | 266     |
| MT-24   | 2013 | Freightliner  | Flatbed | 1FUACWDT3D<br>HFD6759 | 42B-0GE | 18        | 12183461             | 261     |
| MT-25   | 2010 | Hino          | Flatbed | 5PVNJ8JN9A4S<br>50424 | 60B-5GN | 17        | LCG12-0255-<br>1209  | 262     |
| MT-26   | 2016 | Freightliner  | Flatbed | 1FUACWDTXG<br>HHS5031 | 08B-2HV | 17        | 210L12S07647<br>MG15 | 260     |
| MT-27   | 2010 | International | Flatbed | 1HTMKAAL8A<br>H279715 | 61B-2GN | 17        | LCG12-0975-<br>0211  | 263     |
| MT-28   | 2016 | Freightliner  | Flatbed | 1FUACWDT5G<br>HGZ4352 | 59B-8HT | 18        | 210L12S07341<br>MC15 | 259     |
| MT-30   | 2000 | Kenworth      | 30 TON  | 1XKDDBOX9Y<br>J856888 | 39A-F9M | 17        | 5130-0574-<br>B09    | 265     |
| MT-32   | 2017 | Kenworth      | 50 TON  | 1NKDX4TX3H<br>R160120 | 44A-G8B | 17        | 946-00492-<br>B16    | 258     |

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3. Do you currently hold a Salvage Business License?

Yes \_\_\_\_\_ No x

4. List the location and dimensions of outside storage facility.

300x300 outside storage \_\_\_\_\_

100x100 inside storage \_\_\_\_\_

**B. BUSINESS HOURS**

NOTE: TOWER to be open 8 AM to 6 PM, Monday through Friday and 9 AM to 1PM on Saturday, at a minimum and 11AM to 3PM on Sundays.

Monday – Friday 8 AM to 6 PM

Saturday 10 AM to 3 PM

Sunday 10 AM to 3 PM

1. TOWER lot will be closed to the public for the holidays listed.

|               |                      |
|---------------|----------------------|
| Christmas Eve | New Years Day        |
| Christmas     | July 4 <sup>th</sup> |
| Memorial Day  | Thanksgiving         |
| Labor Day     |                      |
|               |                      |

2. TOWER to list business telephone number for calls for service during normal business hours.

Telephone # \_\_\_\_\_ (314-993-4025) \_\_\_\_\_ during the hours of \_\_\_\_\_ AM to

\_\_\_\_\_ PM on the following days: \_\_\_\_\_ .

TOWER to list telephone number for calls for service after normal business hours.

Telephone # \_\_\_\_\_ (314-993-4025) \_\_\_\_\_ during the hours of \_\_\_\_\_ AM to

\_\_\_\_\_ PM on the following days: \_\_\_\_\_ .

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

This AGREEMENT for Towing and Storage Services is hereby dated and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

McNamara Towing \_\_\_\_\_  
TOWER

Attest:

By Christopher Webster Owner  
SIGNATURE AND TITLE

\_\_\_\_\_  
SIGNATURE AND TITLE

CITY OF BALLWIN

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

|   |   |                                    |
|---|---|------------------------------------|
| <b>ACORD™</b>   | <b>CERTIFICATE OF LIABILITY INSURANCE</b>   | DATE (MM/DD/YY)<br><b>07/24/17</b> |
| PRODUCER<br><b>CAERUS INSURANCE</b><br>2545 SW Spring Garden St Ste 210<br>PORTLAND OR 972193963                | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |                                    |
| <b>INSURERS AFFORDING COVERAGE</b>  |   |                                    |
| INSURED<br><br><b>McNamara Towing &amp; Transport, LLC</b><br>814B S Lindbergh Blvd<br>SAINT LOUIS MO 631312823 | INSURER A:  |                                    |
|   | INSURER B: <b>Consumers Insurance USA, Inc. NAIC# 10204</b>   |                                    |
|   | INSURER C: <b>Consumers Insurance USA, Inc. NAIC# 10204</b>   |                                    |
|   | INSURER D:  |                                    |
|   | INSURER E:  |                                    |

**COVERAGES**


THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR   | TYPE OF INSURANCE   | POLICY NUMBER | EFF. DATE  | EXP. DATE  | LIMITS                      |
|--|---|---------------|------------|------------|-----------------------------|
| <b>A</b>   | <b>GENERAL LIABILITY</b>  |               |            |            | EACH OCCURRENCE             |
|  | <input type="checkbox"/> COMM GENERAL LIABILITY                     |               |            |            | FIRE DAMAGE (Any one fire)  |
|  | <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR |               |            |            | MED EXP (Any one person)    |
|  |   |               |            |            | PERSONAL & ADV INJURY       |
|  |   |               |            |            | GENERAL AGGREGATE           |
|  |   |               |            |            | PRODUCTS - COMP/OP AGG      |
| GEN'L AGGREGATE LIMIT APPLIES PER<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |   |               |            |            |                             |
| <b>B</b>   | <b>AUTOMOBILE LIABILITY</b>   | TR 29539765-3 | 12-31-2016 | 12-31-2017 | COMBINED SINGLE LIMIT       |
|  | <input type="checkbox"/> ANY AUTO                                   |               |            |            | \$1,000,000                 |
|  | <input type="checkbox"/> ALL OWNED AUTOS                            |               |            |            | (Per accident)              |
|  | <input checked="" type="checkbox"/> SCHEDULED AUTOS                 |               |            |            | BODILY INJURY               |
|  | <input checked="" type="checkbox"/> HIRED AUTOS                     |               |            |            | (Per person)                |
| <input checked="" type="checkbox"/> NON-OWNED AUTOS  | BODILY INJURY   |               |            |            |                             |
|  |   |               |            |            | (Per accident)              |
|  |   |               |            |            | PROPERTY DAMAGE             |
|  |   |               |            |            | (Per accident)              |
| <b>C</b>   | <b>GARAGE LIABILITY</b>   | TR 29539765-3 | 12-31-2016 | 12-31-2017 | AUTO ONLY - EA ACCIDENT     |
|  | <input type="checkbox"/> ANY AUTOS                                  |               |            |            | \$1,000,000                 |
|  | <input checked="" type="checkbox"/> CUSTOMERS AUTO                  |               |            |            | OTHER THAN EA ACC           |
|  |   |               |            |            | AUTO ONLY: AGG              |
|  |   |               |            |            | \$3,000,000                 |
| <b>D</b>   | <b>EXCESS LIABILITY</b>   |               |            |            | EACH OCCURRENCE             |
|  | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE |               |            |            | AGGREGATE                   |
|  | <input type="checkbox"/> DEDUCTIBLE                                 |               |            |            |                             |
|  | <input type="checkbox"/> RETENTION                                  |               |            |            |                             |
| <b>E</b>   | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                |               |            |            | WC STATUTORY LIMITS         |
|  |   |               |            |            | OTHER                       |
|  |   |               |            |            | E.L. EACH ACCIDENT          |
|  |   |               |            |            | E.L. DISEASE - EA EMPLOYEE  |
|  |   |               |            |            | E.L. DISEASE - POLICY LIMIT |
|  | <b>OTHER</b>  |               |            |            |                             |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

**On hook maximum \$250,000 per policy endorsement**

CERTIFICATE HOLDER  ADDITIONAL INSURED:  INSURER LETTER:  CANCELLATION

|  |  |
|--|--|
| City of Ballwin<br>300 Park Dr.<br>Ballwin, MO 63011 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENT OR BROKER.<br><br><div style="text-align: center;"> <br/>           _____<br/>           AUTHORIZED REPRESENTATIVE         </div> |
|--|--|