

A RESOLUTION AUTHORIZING THE MAYOR
AND RECORDER TO EXECUTE AN AGREEMENT
WITH CASCADE AUTO BODY, INC. REGARDING
ABANDONED VEHICLES.)
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)

RESOLUTION NO. 26
for 1983

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LEBANON AS FOLLOWS:

Section 1. That the Mayor and Recorder of the City of Lebanon are hereby authorized and directed to execute an agreement with Cascade Auto Body, Inc., to remove abandoned vehicles from the city streets and store the vehicles deemed to be abandoned pursuant to Ordinance No. 1903. A copy of said agreement is attached hereto and made a part hereof.

Passed by the Council by a vote of 6 for and 0 against and approved by the Mayor this 26th day of October, 1983.

Robert Smith
Mayor

ATTEST:

James D. Thompson
Recorder

A G R E E M E N T

THIS AGREEMENT made and entered into this 26th day of October, 1983, and effective the fiscal year July 1, 1983 through June 30, 1984, by and between the CITY OF LEBANON, OREGON, a municipal corporation, hereinafter called "City" and CASCADE AUTO BODY, INC., hereinafter called "Contractor".

WHEREAS, Ordinance No. 1903 provides that the City may remove abandoned vehicles from the city streets and store the vehicles deemed to be abandoned, and

WHEREAS, said Ordinance provides for the sale of such vehicles;

NOW THEREFORE,

IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS AND CONDITIONS HEREINAFTER CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Contractor agrees to the following:
 - a) To tow and place in storage any vehicle determined to be abandoned which the Chief of Police of the City directs Contractor to remove from property within the City Limits of the City of Lebanon, Oregon.
 - b) To tow said vehicle regardless of condition, exercising every reasonable effort not to damage public or private property.
 - c) To tow and place in storage on Contractor's premises, said vehicles within twenty-four (24) hours of said request by the Chief of Police.
 - d) To hold said vehicle until authority to release in writing is received from the Chief of Police.

- e) To be responsible for damage to the vehicle and contents while towed and stored and assume any and all liability for damage or loss as a result of towing and storage of a vehicle in accordance with this agreement, which is due to contractor's negligence.
- f) That the City shall not be responsible for any costs of towing or storage in excess of the sale price of a vehicle in the event of public sale because the vehicle is appraised at more than \$750 and sold at public auction.
- g) To junk or dismantle any vehicle which is appraised at less than \$750 as full satisfaction of all towing and storage charges and to do all acts necessary under ORS Chapter 483 relating to abandoned vehicles.

2. The City agrees to the following:

- a) To use Contractor exclusively for the towing and storage of vehicles deemed to be abandoned in accordance with Ordinance No. 1903.
- b) To sell to contractor all vehicles appraised at less than \$750.
- c) To provide qualified appraisals of vehicles towed and stored at the direction of the Chief of Police.

3. It is further agreed that the definitions, procedure and conditions as contained in Ordinance No. 1903 shall where appropriate, apply to this agreement

and are by this reference incorporated herein.

4. It is further agreed that the following Schedule of Charges shall apply to services in accordance with this agreement.

SCHEDULE OF CHARGES:

Towing - during business hours: \$35.00 (with dolly - \$45.00)
 - after business hours: \$45.00 (with dolly - \$55.00)
Daily storage charge: \$4.00

5. It is further agreed that this agreement shall terminate upon thirty (30) days written notice by one party to the other party.

IN WITNESS WHEREOF, the City and Contractor enter into this agreement this 26th day of October, 1983.

CITY OF LEBANON, OREGON

By: Robert Schmidt
Mayor

By: James D. Thompson
Recorder

CASCADE AUTO BODY, INC.

By: Dale Funk
President Vice Pres