



Meeting Notice & Agenda

MARION CITY COUNCIL

Tuesday March 31, 2026 – 5:00 PM

Marion City Hall, 217 South Main Street, Marion, KY

Special Called Meeting

Agenda

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Prayer**
- IV. Business**
 - a. Consideration of Confirming Mayoral Appointments to:
 - i. Marion Planning & Zoning Commission
 - b. Consideration of going out for RFP for Towing and Vehicle Storage
 - c. Consideration of Resolution No. 26-03 entitled, “A RESOLUTION OF THE CITY OF MARION, KENTUCKY, DECLARING CITY-OWNED PROPERTY AS SURPLUS PROPERTY AND AUTHORIZING THE MAYOR TO SELL OR OTHERWISE DISPOSE OF SAID PROPOERTY AS PERMITTED UNDER KENTUCKY LAW”
 - d. Consideration of Resolution No. 26-04 entitled, “A RESOLUTION OF THE CITY OF MARION, KENTUCKY, DESIGNATING AN AGENT TO EXECUTE ALL REQUIRED FORMS AND DOCUMENTS FOR THE PURPOSE OF OBTAINING FINANCIAL ASSISTANCE UNDER DISASTER RELIEF AND EMERGENCY ASSISTANCE ACT”
- V. Adjourn**



BID PACKET COVER PAGE

**Bid Documents for:
Nonexclusive Franchise Agreement
Motor Vehicle Towing and Storage Services**

Bids Submitted to:
City of Marion
City Administrator Charles Adam Ledford
217 South Main Street
Marion, KY 42064

Questions Submitted to:
Planning & Zoning/Code Enforcement Administrator
Tanya Scholtz-Byers
270-965-2266
tbyers@marionky.gov

CITY OF MARION
SOLICITATION FOR SEALED BIDS AND PROPOSALS

The City of Marion, 217 South Main Street, Marion, KY, 42064, hereby solicits and advertises for an nonexclusive three (3) year franchise for the service, towing, and storage of motor vehicles requested by the City as described and specified in the bid packet entitled City of Marion Nonexclusive Motor Vehicle Towing and Storage Service Franchise Bid, copies of which are available at the City of Marion Office, 217 South Main Street, Marion, KY 42062.

All bids and proposals in response to this advertisement and solicitation must be received by the Marion City Administrator on or before 2:00 p.m. on Friday, April 17, 2026, with time being of the essence, on a form provided by the Marion City Administrator and completed according to the Bid Instructions provided thereby, including all required attachments; and enclosed within a sealed envelope, with the words "City of Marion Towing and Storage Bid" written, typed or otherwise indicated on the outside of the envelope.

The City of Marion reserves the right to not only reject any and all bids and proposals submitted in response to this advertisement and solicitation, for any reason or no reason; but especially those that are not in conformity with either the bid instructions or the specifications provided by the City, but also to accept bids and proposals submitted in response to this advertisement and solicitation that do not conform to those bid instructions and specifications.

INSTRUCTIONS TO BIDDERS

1. Read the City of Marion Nonexclusive Motor Vehicle Towing and Storage Services Bid Form, Agreement, and Specifications attached hereto and made a part hereof by reference. They describe the specifications and contractual provisions related to your proposal. Any changes in those specifications or contractual provisions may invalidate any bid or proposal that includes those changes.
2. Complete the Bid Form attached hereto and made a part hereof by reference by providing the following information in the blanks for it:
 - a. The amount of the bid or proposal (Schedule B-D).
 - b. The complete name, address, telephone number, and e-mail address of the Bidder.
 - c. The signature of the Bidder or someone signing for the Bidder.
 - d. The printed name of the signatory.
 - e. The date.
3. Complete the Agreement attached hereto and made a part hereof by reference by:
 - a. Print the name of the Bidder as the Franchisee in the first paragraph.
 - b. Sign the Agreement.
 - c. Have the signature notarized.
4. Seal the signed Bid Form, Schedule attachments, and signed and notarized Agreement within an envelope with the words "City of Marion Towing and Storage Bid" written or otherwise indicated on the outside of the envelope; and deliver the sealed envelope to the Marion City, 217 South Main Street, Marion, Kentucky before 2:00 p.m., prevailing time on or before April 17, 2026.

BID FORM

The undersigned Bidder hereby authorizes the City of Marion to investigate the Bidder and inspect and copy any and all records, books of account, correspondence, or other documents reasonably necessary for the City of Marion to determine the responsibility and ability of the Bidder to comply with terms and provisions hereof.

Amount Bid

Complete Schedule B-D

Complete Name of Bidder

Signature of Bidder or Authorized Representative

Printed Name of Signatory

Complete Address of Bidder

Telephone Number of Bidder

E-mail address of Bidder

Date

SPECIFICATIONS

Instructions for submitting an application for a three (3) year nonexclusive franchise for the services of towing, storing, and servicing motor vehicles:

Instruction No. 1

Provide the following information about the applicant submitting the proposal:

1. The name of the business.
2. The business address and location of the business.
3. The location of the building and outside area used by the business for the storage of motor vehicles, along with a description of them.
4. The daytime telephone numbers of the business.
5. The 24-hour telephone number of the business to be used by Marion to request the services of the business.
6. A description of the organizational structure of the business, i.e., sole proprietorship, partnership, corporation, limited liability company, or joint venture.
7. The names, addresses, and telephone numbers of:
 - a. Everybody who has any ownership interest in the business.
 - b. Each officer of the business
 - c. Each employee of the business.
8. The name and address of each existing creditor of the business, with the amount due to each of them.
9. The names, addresses, and telephone numbers of three (3) references for the business.

Instruction No. 2

Provide the following documentation with your proposal:

1. The deed or lease of the business for the building and outside area used by the business for the storage of motor vehicles.
2. An itemization of:
 - a. Each motor vehicle by which the business proposes to provide towing services to Marion, with the year, manufacturer, model, and vehicle identification number thereof.
 - b. Each item of all other equipment by which the business proposes to provide towing services to Marion, with the manufacturer and model thereof.
3. The following policies of insurance for the business:
 - a. Comprehensive motor vehicle liability insurance policy with a combined single limit of no less than \$1,000,000.00; and
 - b. Commercial general liability insurance with death and bodily injury liability limits of no less than One Million Dollars (\$1,000,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence and property damage coverage limits of no less than One Million Dollars (\$1,000,000.00) per person and Two Million Dollars (\$2,000,000.00) annual aggregate; and
 - c. Cargo and garage keepers' liability insurance with a limit of no less than Two Hundred Fifty Thousand Dollars (\$250,000); and

- d. Workers' Compensation insurance with at least the minimum coverage required by Kentucky law.

Instruction No. 3

Review the attached "Nonexclusive Agreement for Motor Vehicle Towing and Storage Services;" and:

1. Complete the blanks in the first paragraph by inserting in the blanks the name and address of the business; and
2. Complete the Schedule A that is entitled "Franchisee Vehicles and Equipment" and attached to the agreement by providing the itemizations described in section 2.a and 2.b of these Instructions; and
3. Complete the Schedule B that is entitled "Motor Vehicle Towing and Storage" and attached to the agreement by providing in that schedule an itemization of the fees and charges proposed by the business for towing and storing motor vehicles that are not owned or leased by Marion to a Marion approved storage building or area of the business; and
4. Complete the Schedule C that is entitled "Motor Vehicle Towing" and attached to the agreement by providing in that schedule an itemization of the fees and charges proposed by the business for towing vehicles to a storage facility other than a building or storage area provided by the business; and
5. Complete the Schedule D that is attached to the agreement and entitled "Marion Motor Vehicle Towing and Service Fees" by providing in that schedule an itemization of the fees and charges proposed by the business for towing motor vehicles that are owned or leased by Marion.

NONEXCLUSIVE FRANCHISE AGREEMENT FOR MOTOR VEHICLE TOWING AND STORAGE SERVICES

This Agreement is by and between the CITY OF MARION, a City of the Home Rule Class, in Crittenden County, Kentucky, with offices at 217 South Main Street, Marion, KY 42064, its successors and assigns, all of whom shall hereinafter be identified and referred to collectively as “Marion;” and

_____ (Printed name of Franchisee)

with offices at _____

who shall hereinafter be identified and referred to as the “Franchisee.”

WITNESSETH:

WHEREAS, Marion has a need for the services of those engaged in the business of towing and storing motor vehicles; and

WHEREAS, the City advertised for bids for the City of Marion’s Nonexclusive Motor Vehicle Towing and Storage Service Franchise Bid on _____; and

WHEREAS, on April 17, 2026, the Franchisee submitted the proposal attached hereto and made a part of hereof by reference; and

WHEREAS, the bid of the Franchisee was accepted by the City at a meeting of the Marion City Council on _____; and

WHEREAS, Marion has a need for annual tows; but there is no way of knowing whether that need will increase or decrease in the future and Marion makes no representations, guarantees or warranties in regard to that future need; and

WHEREAS, the Franchisee is engaged in the business of towing and storing motor vehicles; and

WHEREAS, the Franchisee wants a franchise from Marion for the nonexclusive right of the Franchisee to tow and store those motor vehicles ordered by the Marion police and code enforcement officers to be removed from the streets and other public ways within the jurisdictional boundaries of the City of Marion; along with the right to charge the fees for that towing and/or storage provided herein to that person who is the owner or has the right to the possession of the towed and/or stored motor vehicle; and Marion is agreeable thereto upon the terms and conditions provided herein;

NOW, THEREFORE, in consideration of the mutual and reciprocal covenants and provisions hereof, Marion and the Franchisee hereby agree as follows:

1. Definitions

As used in this Agreement, the following words and phrases have the meanings provided for them:

- a. Motor Vehicle Owner - The words “owner” means and includes all persons who have an ownership, possessory or security interest in a motor vehicle.
- b. Tow – The word “tow” means to transport by means of towing, carrying, or otherwise.

2. Franchise

This Agreement is a franchise for the nonexclusive right of the Franchisee to service, and/or tow and store those motor vehicles:

- a. Ordered by the Marion police or code enforcement to be removed from the streets and other public ways within the jurisdictional boundaries of the City of Marion, without the agreement or consent of the owner or operator of that motor vehicle; or
- b. Voluntarily requested by the owner or operator thereof through the City of Marion; or
- c. Owned by the City of Marion;

but, with the right of the Franchisee to charge the owner of those motor vehicles and Marion the fees for such servicing, towing and storage limited to those fees and charges provided in this Agreement.

3. Term

a. Initial Term

The initial term of this Agreement shall be for a three-year period beginning at midnight on the evening of _____, and ending at midnight on the evening of _____, with all required customer notifications occurring before then.

b. Term Period

The term of this Agreement shall be for a period of three (3) years.

4. Continuing Duties and Responsibilities of the Franchisee

At all times while this Agreement is effective, the Franchisee shall, 24 hours a day, 7 days a week and 52 weeks a year, continually own, provide to Marion and operate and engage in the business of towing motor vehicles and storing them in Crittenden County in Kentucky, with no less than the following facilities, insurance, equipment, personnel and policies:

- a. A principal office and place of business in Crittenden County, Kentucky with:
 - i. Access from a public street; and
 - ii. The name, phone number and street number of the franchisee, posted and visible from the public street; and
 - iii. A copy of the schedule of fees that is attached to this Agreement posted in the area of the business most frequented by the public; and
 - iv. Hours of business during which the office and place of business is open to the public no less than after 8:00 a.m. and before 5:00 p.m., Monday through Friday, and after 8:00 a.m. and before 1:00 p.m. on Saturdays, with the exception of national and state holidays; and
 - v. With a Marion approved building or garage in which towed motor vehicles may be stored; and
 - vi. With an Marion approved motor vehicle storage area outside of that building or garage, with a capacity for no less than thirty (30) motor vehicles, all of which shall be: (a) artificially illuminated in all areas after sunset and before sunrise each day to no less than that approved by Marion or the maximum illumination allowed by any applicable law; and (b) enclosed within a fence with.
 - vii. With at least all of the vehicles and equipment identified in Schedule A entitled Franchisee Vehicles and Equipment attached hereto and incorporated herein by reference, or equal substitutes.

- viii. With the following policies of insurance in effect, for which Marion has received a certificate of insurance from the insurance company, and in which the Franchisee is the named insured and Marion is an additional insured on a primary and noncontributory basis, and in which there is a provision for the written notification to Marion of any cancellation, modification or termination of that policy of insurance no less than thirty (30) days prior to the effective date thereof:
 - 1. Comprehensive motor vehicle liability insurance policy with a combined single limit of no less than \$1,000,000.00; and
 - 2. Commercial general liability insurance with death and bodily injury liability limits of no less than One Million Dollars (\$1,000,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence and property damage coverage limits of no less than One Million Dollars (\$1,000,000.00) per person and Two Million Dollars (\$2,000,000.00) annual aggregate; and
 - 3. Cargo and garage keepers' liability insurance with a limit of no less than Two Hundred Fifty Thousand Dollars (\$250,000.00); and
 - 4. Workers' Compensation insurance with at least the minimum coverage required by Kentucky law; and
 - 5. Commercial Umbrella Liability policy with a minimum limit of \$1,000,000 per occurrence.
- ix. Have available and provide to Marion 24 hours a day, seven (7) days a week, 52 weeks a year, experienced operators of motor vehicles designed for towing other motor vehicles, who have:
 - 1. Been trained in the operation of those motor vehicles and the policies, procedures and programs of the Franchisee; and
 - 2. Possess a valid Kentucky CDL license for the operation of those motor vehicles.
- x. Continually provide a telephone number to Marion 24 hours a day, Seven (7) days a week and 52 weeks a year, at which the Franchisee will receive and immediately respond to requests of Marion to tow or service motor vehicles.

5. Intermittent Duties and Responsibilities of the Franchisee

While this Agreement is effective:

- a. Every time that an officer, agent, or employee of Marion calls the telephone number provided by the Franchisee and requests the services of the Franchisee at a specified location anywhere in the Crittenden County, the Franchisee, through the officers, agents, and employees thereof shall:
 - i. Respond to that call, at the sole cost and expense of the Franchisee, by causing motor vehicles sufficient in number, size and capacity, along with experienced and trained operators thereof, to provide the services requested at the location specified in the request and within 20 minutes after the Marion call, unless the Marion call is an additional call within 20 minutes after a previous call, in which event the time of the response of the Franchisee shall be within 30 minutes after the additional call. In the event that the Franchisee fails to respond to the designated location within

- 30 minutes after the Marion call, Marion may cancel the request to the Franchisee, at no cost to Marion, by notifying the Franchisee of that cancellation by a call to the telephone number provided by the Franchisee; and then cause others to provide the requested services.
- ii. Throughout the response of the Franchisee to the request of Marion for the services of the Franchisee, the Franchisee shall provide the services of the Franchisee in a courteous, orderly, ethical, and businesslike manner. The Franchisee is representing Marion sometimes on a daily basis; and, therefore, the Franchisee shall cause all motor vehicles and equipment provided by the Franchisee to be in a neat, clean and functional condition in conformity with the design thereof; and each owner, officer, agent and employee of the Franchisee shall at all times conduct themselves in conformity with the written programs and policies of the Franchisee.
 - iii. Upon arrival at the location specified in the Marion request, the Franchisee shall first consult with the Marion Officers at that location to determine if the services of the Franchisee have been requested by Marion for:
 1. The tow of a motor vehicle with the consent of and at the request of the owner or operator of the motor vehicle, so that the tow of the motor vehicle is voluntary rather than involuntary within the meaning of KRS 376.275, or
 2. The tow of a motor vehicle without the consent of the owner or operator of that motor vehicle, and for any reason other than the enforcement of parking ordinances pursuant to KRS 82.600 through KRS 82.640; or
 3. The tow of a motor vehicle without the consent of the owner or operator of that motor vehicle, and for the enforcement of parking ordinances pursuant to KRS 82.600 through KRS 82.640; or
 4. The tow of a motor vehicle owned or leased by Marion, or service to it by jump starting or changing flat tires of the vehicle.
 - iv. In the event that the services of the Franchisee were requested with the consent of and at the request of the owner or operator of a motor vehicle, so that the tow of that motor vehicle by the Franchisee is voluntary rather than involuntary within the meaning of KRS 376.275, the Franchisee shall tow that motor vehicle to a location specified by the owner or operator thereof, with the charges of the Franchisee to the owner or operator limited to those allowed to the Franchisee by this Agreement, for which Marion shall have no obligation or liability.
 - v. In the event that the services of the Franchisee requested by Marion are for the tow of a motor vehicle without the consent of the owner or operator of the vehicle, and the request for the services of the Franchisee is not canceled by a Marion Officer at the location of the tow, the Franchisee, shall:
 1. Deliver to the Marion Officers and any owner or operator of the motor vehicle who is present at the time of the tow thereof, a pre-printed notice approved by Marion that identifies: (a) the motor vehicle by make, model, year, vehicle identification number (VIN) and

registration number; and (b) the name, address and telephone number of the Franchisee; and (c) the charges of the Franchisee that are authorized by this Agreement for the towing and storage services of the Franchisee; and (d) the hours identified in section 5.1.4 during which the Franchisee is open for business and the impounded vehicle may be retrieved.

2. Take possession of the motor vehicles specified by the Marion Officers and tow them to either: (a) the Marion approved building or storage area of the Franchisee; or (b) a storage building or area provided by Marion, as directed by the Marion Officers.
- vi. In the course of towing and storing motor vehicles specified by the Marion Officers, the Franchisee, through the agents and motor vehicle operators thereof, shall:
1. Comply with all of the policies of the City of Marion regarding the tow and storage of motor vehicles; and
 2. Comply with all of the directions of the Marion Officers directing the tow, including, without limitation, those directions to prevent impediments to motor vehicle traffic and hazards to both property and the public safety and welfare; and
 3. Take every precaution at all times for the protection of persons and property, including that of the owner and/or operator of the towed motor vehicle, Marion, the Franchisee and their officers, agents, and employees; and
 4. Be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the tow and storage of the motor vehicles specified by the Marion Officers; and
 5. Provide for the removal of debris specified by the Marion Officers at the location of the tow, including, without limitation, the removal of any broken glass, bent material and other road hazards, without any additional charges for that removal.
 6. Comply with the provisions of KRS 376.275(2) unless:
 - a. The services of the Franchisee were requested with the consent of and at the request of the owner or operator of the towed motor vehicle, so that the tow of that motor vehicle was voluntary rather than involuntary within the meaning of KRS 376.275; or
 - b. The motor vehicle is owned or leased by Marion or;
 - c. The services of the Franchisee were for the enforcement of parking ordinances pursuant to KRS 82.600 through KRS 82.640.
 7. Safely keep the towed motor vehicle within the storage building or area specified by the Marion Officer until the release or sale thereof is authorized by Marion; and, during that time, preclude access thereto by anybody without the authority of Marion; and allow access thereto by Marion and others authorized by Marion, during the hours that the business of the Franchisee is open pursuant to

section 5.1.4 of this Agreement, without any additional charge for that access; and

- vii. After the City of Marion authorized the Franchisee to release the towed motor vehicle to the owner of it, the Franchisee shall continue to safely keep that motor vehicle within the storage building or area specified by Marion until:
 - 1. The Franchisee has received all of the charges allowed to the Franchisee by this Agreement.
 - 2. Motor vehicles towed in the enforcement of parking ordinances pursuant to KRS 82.600 through KRS 640 are disposed of pursuant to KRS 82.630; or
 - 3. Motor vehicles towed for any reason other than the enforcement of parking ordinances pursuant to KRS 82.600 through KRS 82. 640 are disposed of pursuant to KRS 376.275(3).
- viii. Upon compliance with all of the conditions of Marion for the release of a motor vehicle towed by the Franchisee at the request of Marion, and the receipt by the Franchisee of all of the charges allowed to the Franchisee by this Agreement, the Franchisee shall release that motor vehicle to the owner of it in the same condition that it was in when the Franchisee towed it; and the Franchisee shall provide the owner and Marion with a receipt that identifies:
 - 1. The name, address, and telephone number of the Franchisee; and
 - 2. All of the charges of the Franchisee that are authorized by this Agreement for the towing and storage services of the Franchisee; and
 - 3. An itemization of all of the charges of the Franchisee to the owner; and
 - 4. The name, address and telephone number of the agent, employee or motor vehicle operator of the Franchisee who physically towed the motor vehicle; and
 - 5. The telephone number of the City of Marion designated by Marion to receive complaints about the Franchisee.
- b. Within seven (7) days after the last day of each calendar month while this Agreement is effective, the Franchisee shall provide to the City of Marion a written report in which each motor vehicle in storage with the Franchisee at the request of Marion on the last day of the calendar month immediately preceding that report is identified by make, model, year, vehicle identification number (VIN), registration number and the name and address of the last registered owner.
- c. Every time that an officer, agent or employee of Marion calls the telephone number provided by the Franchisee and requests the Franchisee to jump start, change flat tires, or tow a motor vehicle owned or leased by Marion, the Franchisee, through the officers, agents, and employees thereof shall provide the service requested without any charge to Marion for that service, except as provided in the following section 7.c.

6. Franchisee Compensation

The compensation of the Franchisee for the services thereof provided pursuant to the provisions of this Agreement shall be as follows:

- a. In the event that the Franchisee is directed by an Marion Officer to tow a motor vehicle without the consent and agreement of the owner or operator of it to an Marion approved storage building or area of the Franchisee, the compensation of the Franchisee for such services shall be those provided in the Schedule B entitled Motor Vehicle Towing and Storage attached hereto and incorporated herein by reference, which shall be recovered by the Franchisee from the owner of the motor vehicle and not from Marion, and for which Marion shall have no obligation or liability to the Franchisee; provided, however, that the Franchisee may not charge any storage fees during that period of time in which the motor vehicle is held by Marion for the purposes of criminal investigations, prosecutions or forfeiture.
- b. In the event that the Franchisee is directed by an Marion Officer, to tow a motor vehicle to a location other than a building or storage area provided by the Franchisee, Marion shall pay the Franchisee the fee for that tow provided in the Schedule C entitled Motor Vehicle Towing attached hereto and incorporated herein by reference; but only upon receipt from the Franchisee of an invoice for that tow, which identifies the date, time and location of that tow and the vehicle towed by year, make model and vehicle identification number and registration number.
- c. In the event of a sale of a towed motor vehicle pursuant to the provisions of either KRS 376.275 or KRS 82.630, the proceeds of the sale shall be allocated and paid to Marion for all of the fines, penalties, and charges of Marion related to the towed motor vehicle and the owner of it before there is any allocation and payment of any portion of such proceeds to the Franchisee for the towing and storage charges thereof allowed by this Agreement.
- d. In the event that the proceeds of a sale of the towed motor vehicle pursuant to the provisions of either KRS 376.275 or KRS 82.630 are insufficient to provide for the payment of all of the towing and storage charges of the Franchisee allowed by this Agreement and all of the fines, penalties, and charges of Marion related to the towed motor vehicle and the owner of it, the net proceeds of that sale shall be divided proportionally between Marion and the Franchisee, in which the proportion of Marion shall be one-third ($\frac{1}{3}$) of the net proceeds of that sale and the proportion of the Franchisee shall be two-thirds ($\frac{2}{3}$) of the net proceeds of that sale.
- e. In the event that Marion retains the possession and use of a towed motor vehicle pursuant to the provisions of KRS 82.630, Marion shall pay the Franchisee for all of the towing; but only three (3) days of the storage charges of the Franchisee allowed by this Agreement.
- f. In the event that an officer, agent or employee of Marion calls the telephone number provided by the Franchisee and requests the Franchisee to jump start, change flat tires or tow a motor vehicle owned by Marion, the Franchisee, through the officers, agents, and employees thereof shall provide the services requested without any charge to Marion for that service.

7. Limitation of Liability and Indemnification

Marion shall not be liable to the Franchisee for any costs, expenses, damages or any other claims for relief which are in any way related to this Agreement; and the Franchisee shall

pay, indemnify and hold Marion, and the officers, agents and employees thereof harmless from all claims and causes of action by others, which: (a) are, in any way related to the services provided by the Franchisee pursuant to the provisions hereof: and (b) do not involve any negligence or willful misconduct of any officer, agent or employee of Marion. This indemnification includes all investigation and litigation expenses of Marion in regard to such claims and causes of action, including, without limitation, court costs, and reasonable attorney fees. This indemnification shall remain operative and in full force and effect, regardless of any termination or cancellation of this Agreement, and shall be in addition to all other duties and responsibilities of the Franchisee pursuant to the provisions of this agreement.

The Franchisee and its insurance company waive its Right to Recovery (Waiver of Subrogation) against Marion and Marion's insurance companies.

8. Termination

Upon the second violation of any provision of this Agreement after a written notification of the first violation thereof to the Franchisee from Marion, by certified mail, return receipt requested, or personal delivery, this Agreement may be terminated by Marion through a written notice thereof to the Franchisee, by certified mail, return receipt requested or personal delivery more than ten (10) days prior to the effective date thereof.

9. Miscellaneous Provisions:

- a. Governing Law – This Agreement shall be interpreted, construed, and governed by Kentucky law.
- b. Severability – If any provision of this Agreement shall be determined by a Court of competent jurisdiction to be invalid and unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement, all of which shall remain in full force and effect.
- c. Assignability – This Agreement may not be assigned by either Marion or the Franchisee without the written consent of the other.
- d. Amendment – This Agreement may be amended only by a written agreement signed by both Marion and the Franchisee.
- e. Prior Agreements – This Agreement states the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, written or oral, entered into by the parties relating to the subject matter hereof.
- f. Headings – Headings of the paragraphs and subparagraphs of this Agreement have been inserted for convenience of reference only, and shall in no way affect the interpretation of, restrict, or otherwise modify any of the terms and provisions hereof.
- g. Notices – All invoices and notices to Marion pursuant to the provisions of this Agreement shall be addressed and delivered to the City of Marion at 217 South Main Street, Marion, KY. 42064; and all notices to the Franchisee pursuant to the provisions of this Agreement shall be addressed and delivered to the Franchisee at the location of the offices thereof identified herein.

IN WITNESS WHEREOF, this Agreement has been signed by and on behalf of the Franchisee and by _____ as Mayor of the City of Marion, pursuant to the authority of an ordinance of the City Council thereof, on the dates indicated.

The Franchisee shall sign this Agreement first, as an offer to Marion, which shall be irrevocable and remain open for acceptance by Marion until midnight on the evening of May 1, 2026.

Mayor, City of Marion 217 South Main Street, Marion, KY. 42064

(PRINTED NAME OF CONTRACTOR)

(MAILING ADDRESS OF CONTRACTOR)

IN WITNESS THEREOF THIS AGREEMENT HAS BEEN SIGNED FOR AND ON BEHALF OF THE VENDOR AND THE CITY OF MARION BY AND THROUGH THEIR RESPECTIVE OFFICIALS ON THE DATES INDICATED.

SUBSCRIBED AND SWORN TO before me, a Notary Public, by

_____, as Mayor of the City of Marion, on _____, 2026.

NOTARY PUBLIC
Kentucky, State at Large

MAYOR D'Anna Browning

Commission Expires _____
State of _____
County of _____

SUBSCRIBED AND SWORN TO before me, a Notary Public, by

_____ of _____
(PRINTED NAME OF SIGNATORY) (PRINTED NAME OF CONTRACTOR)

on _____, 2024.

NOTARY PUBLIC

Signature of Signatory

Commission Expires _____
State of _____

SCHEDULE A

FRANCHISEE VEHICLES AND EQUIPMENT

(Please attach this information here)

SCHEDULE B

MOTOR VEHICLE TOWING AND STORAGE

Franchisee shall charge only the following fees for towing vehicles to a Marion approved storage building or area of the Franchisee.

1. Towing Fees

- a. Standard Tow from 06:00 to 18:00 \$ _____
- b. Night Tow from 18:00 to 06:00 \$ _____
- c. Dolly Fee \$ _____
- d. Winching (1st half hour) \$ _____
- e. Winching (After 1st half hour) \$ _____
- f. Standby Time (1st half hour) \$ _____
- g. Standby Time (After 1st half hour) \$ _____
- h. Mileage Outside City Limits \$ _____
- i. Go Jacks \$ _____
- j. Recovery 1st hour per unit \$ _____
- k. Recovery After 1st hour per unit \$ _____

2. Storage Fees

Outside Storage

- a. Cars, pickups, motorcycles \$ _____
- b. Trucks, tractors, buses \$ _____
- c. After hours/holiday release charge \$ _____

Inside Storage

- a. Cars, pickups, motorcycles \$ _____
- b. Trucks, tractors, buses \$ _____
- c. After hours/holiday release charge \$ _____

SCHEDULE C

MOTOR VEHICLE TOWING

Franchisee shall charge only the following fees to Marion for towing vehicles to a storage facility other than a building or storage area provided by the Franchisee.

- a. Day Tow from 06:00 to 18:00 \$_____
- b. Night Tow from 18:00 to 06:00 \$_____
- c. Dolly Fee \$_____
- d. Winching (1st half hour) \$_____
- e. Winching (After 1st half hour) \$_____
- f. Standby Time (1st half hour) \$_____
- g. Standby Time (After 1st half hour) \$_____
- h. Mileage Outside City Limits \$_____
- i. Go Jacks \$_____
- j. Recovery 1st hour per unit \$_____
- k. Recovery After 1st hour per unit \$_____

SCHEDULE D

MARION MOTOR VEHICLE TOWING AND SERVICE FEES

- a. Involved in a Traffic Crash \$ _____
- b. Breakdown/Inoperable \$ _____
- c. Re-tow \$ _____
- d. Mileage after 50-mile radius \$ _____ (from site of tow to repair garage)
- e. Jump start \$ _____
- f. Change Tire \$ _____



RESOLUTION 26-03

A RESOLUTION OF THE CITY OF MARION, KENTUCKY, DECLARING CITY-OWNED PROPERTY AS SURPLUS PROPERTY AND AUTHORIZING THE MAYOR TO SELL OR OTHERWISE DISPOSE OF SAID PROPOERTY AS PERMITTED UNDER KENTUCKY LAW

BE IT RESOLVED AND ORDERED by the City Council of the City of Marion, Kentucky, as follows:

Section 1. The City of Marion, in accordance with the provisions of KRS 82.083, hereby makes the following findings:

1. The City of Marion, Kentucky ("City") purchased the list of equipment and property (As Attached) for a use in prior years.
2. It is in the public interest for the City to declare the equipment and property as surplus.
3. City's intended use of the equipment and property is to have the items reused or recycled.
4. It is in the public interest of the City of Marion to sell this equipment and property to third parties who will potentially reuse it.
5. The City will dispose of this equipment and property by one or more of the methods outlined in KRS 82.083.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this _____ of _____, 202__.

Mayor

Attest

City Clerk

217 S. Main Street
 270-965-3500
 Fax: 270-965-1951

1	#1- Red Iphone w/ black case on it	2/12/2024	Recovered Property
1	#1-lpad 9 in purple case, Mod#A2602 Ser#GYC29HK6YH	5/1/2024	Recovered Property
1	#1- Chime Card to Rachel Cook	8/10/2024	Recovered Property
1	#1- Farmers Bank Card to Cezanne Delaney	8/3/2024	Recovered Property
20	#1-bags of jewelry (20 in all)	10/17/2023	Recovered Property
1	#1- Blue/Black "Huffy" bicycle	11/15/2024	Recovered Property
1	#1- One (1) ea Air Pod in case / white	2/17/2025	Recovered Property
1	#1- White wallet, located on street (ladies)	3/9/2025	Recovered Property
1	#1 Black wallet (Russell Thacker) with contents	3/11/2025	Recovered Property
1	#1-Blue Motorola Cell Phone	8/28/2025	Recovered Property
1	#1 - Farmers Bank Debit Card - Bryan Carter	12/9/2025	Recovered Property
1	#1-Samsung phone	12/7/2025	Recovered Property
1	#2-Pooh Bear Sheet	12/7/2025	Recovered Property
1	#3-Spiderman Sheet	12/7/2025	Recovered Property
1	Camo "Quite Kat" Electric Bicycle	09/7/2020	Recovered Property



217 S. Main Street
270-965-3500
Fax: 270-965-1951

Forfeiture Items

Item #	Description	Date	(R.P) Recovered Property/Evidence	Disposition
1	#1 Iphone, cracked face, red back	5/13/2022	Recovered Property	
1	#1- Visa Debit Card belonging to Jesse Workman	9/3/2022	Recovered Property	
1	#1- Glock Magazine w/ 16 rounds; desert color	10/3/2022	Recovered Property	
1	#1- Keyring w/ keys; National Guard lanyard	11/6/2022	Recovered Property	
1	#1- Blue mountain bike	2/9/2023	Recovered Property	
1	#1- Iphone 14, unopened, SN# FMGH74XQL3	2/18/2023	Recovered Property	
1	#1- Realtree heavy coat, reversible, camo/duck color	3/7/2023	Recovered Property	
1	#2- Pair of brown steel toe boots	3/7/2023	Recovered Property	
1	#3- Toyota keys, 2014-2018 Camry	3/7/2023	Recovered Property	
1	#1 - Bag of assorted women's jewelry	5/18/2023	Recovered Property	
1	#1- GSG FireFly .22 LR semi-auto pistol Ser #F384467 w/ magazine	8/1/2023	Recovered Property	
1	#1- Red 2003 Honda Rancher ES, VIN not visible.	10/11/2023	Recovered Property	



ORDINANCE NO. 26-04

A Resolution of the City of Marion, Kentucky, Designating an Agent to Execute All Required Forms and Documents for the Purpose of Obtaining Financial Assistance Under Disaster Relief and Emergency Assistance Act

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act ("the Act"), 42 U.S.C. §§5121-5206, implemented certain assistance and grant programs to reimburse eligible applicants in the wake of natural disasters; and

WHEREAS, the Federal Emergency Management Agency ("FEMA") has given public notice of its intent to reimburse eligible applicants for certain costs to repair and/or replace damaged (disaster declaration: FEMA-4864-DR-KY); and

WHEREAS, the City of Marion is eligible for the Public Assistance and Hazard Mitigation Grant programs under the aforesaid Act and disaster declaration; and

WHEREAS, per the requirements under the Act, a municipality seeking financial assistance must designate an agent to be responsible for executing all required forms and documents; and

WHEREAS, Marion County Council desires to designate an agent to execute all required forms and documents to apply for assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

BE IT RESOLVED AND ORDERED by the City Council of the City of Marion, Kentucky, as follows:

Section 1. The City of Marion, City Council authorizes Charles Adam Ledford, in his role as City Administrator, as its authorized agent with regards to FEMA-4864-DR-KY to execute all required documents and forms for and on behalf of the City of Marion.

Section 2. TAB V-3-2, attached herein, shall be approved as drafted.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this _____ of _____, 202__.

Mayor

Attest

City Clerk

TAB V-3-2
DESIGNATION OF APPLICANT'S AGENT

RESOLUTION

BE IT RESOLVED BY City Council OF City of Marion
(Governing Body) (Public Entity)

THAT Charles A. Ledford, City Administrator
(Name of Incumbent) (Official Position)

is hereby authorized to execute for and in behalf of City of Marion
_____, a public entity established under the laws of the Commonwealth of

Kentucky, this application and to file it in the appropriate State office for the purpose of obtaining certain Federal financial assistance under the Disaster Relief Act (Public Law 288, 93rd Congress) or otherwise available from the President's Disaster Relief Fund.

THAT City of Marion, a public entity established under the laws of the

Commonwealth of Kentucky, hereby authorizes its agent to provide to the State and to the Federal Emergency Management Agency (FEMA) for all matters pertaining to such Federal disaster assistance the assurances and agreements printed on the reverse side hereof.

Passed and approved this _____ day of _____, 20 26.

(Name and Title)

(Name and Title)

(Name and Title)

CERTIFICATION

I, Courtney Cosby, duly appointed and City Clerk of
(Title)

City of Marion, do hereby certify that the above is a true and correct copy of a
resolution passed and approved by the City Council of City of Marion
(Governing Body) (Public Entity)

on the _____ day of _____, 20 26.

Date: _____

Marion City Clerk
(Official Position)

(Signature)

APPLICANT ASSURANCES

The applicant hereby assures and certifies that he will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally-assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.