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CITY of NOVI CITY COUNCIL

Consent Agenda Item F
May 18, 2009

SUBJECT: Approval to award a one (1) year contract with two (2) annual renewal options for subsidized taxi service to Community Cab Company. This service is provided for adults 55 and over and for anyone with disabilities. The estimated cost for subsidized service is \$20,000.

SUBMITTING DEPARTMENT: Parks, Recreation & Cultural Services

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$20,000
AMOUNT BUDGETED	\$20,000
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	208-695.00-960.565

BACKGROUND INFORMATION: The City of Novi has provided a subsidized taxi service (STS) for residents age 55 and over and anyone with disabilities. The subsidy for the program is funded from the Suburban Mobility Authority for Regional Transportation Credit Funds (SMART). Novi is eligible to receive \$44,713 from SMART for the transportation services. The \$44,713 is applied to both the STS and the Novi Senior Transportation Program with \$20,000 of that amount dedicated to the STS program. Eligible cab riders pay a \$4 one-way fee to the taxi drivers. The City of Novi pays an additional \$5 per one-way ride directly to the service provider.

The 2009/2010 budget program highlights the need to provide a demand-response type of transportation service. To date, there are 30 registered participants in the STS program. Citizens utilize the service for transportation to and from places of employment, medical appointments, etc.

The City requested bids from vendors to provide the cab service for the older adult program and only one company, Community Cab Company, responded. Community Cab is the current vendor and based on customer satisfaction, staff recommends approval of the contract to Community Cab Company. Please find attached the supporting documents which include the agreement with the company and schedule A which explains the requirements for the contract. The contract shall become effective as of the commencement date of July 1, 2009 and remain in effect for one (1) year with two (2) annual renewal options.

RECOMMENDED ACTION: Approval to award a one (1) year contract with two (2) annual renewal options for subsidized taxi service to Community Cab Company. This service is provided for adults 55 and over and for anyone with disabilities. The estimated cost for subsidized service is \$20,000.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Burke				
Council Member Crawford				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				



**CITY OF NOVI
RFP SUBSIDIZED TAXI SERVICE –
SENIOR CITIZENS AND PERSONS WITH DISABILITIES**

Instructions to Proposers

1. The cab company which is successful in winning the contract must make application for a Taxicab License at the Office of the City Clerk in a timely manner after contract is awarded. No taxi service will be allowed until applications are submitted and approved.
2. The fees outlined in the attached Ordinance are as follows:

A. Taxicab License Application (for company)	\$210
B. Inspection fee (per vehicle)	20
C. Cab license fee (per vehicle)	25
D. Driver application fee (per driver)	20
3. The attached documents are included for your information and review prior to submitting your proposal:
 - A. Attachment "A" – Description of Service
 - B. Sample Agreement to Provide Subsidized Taxi Service
 - C. Ordinance 35 - "Vehicles for Hire"
 - D. Application for Taxi Cab License
 - E. Taxicab Driver Permit Application
 - F. Driver Trip Sheet

Please submit any questions in writing via email to:

Rachel Zagaroli, Senior Services Manager
rzagaroli@cityofnovi.org

or

Sue Morianti, Purchasing Manager
smorianti@cityofnovi.org



ATTACHMENT "A"

SUBSIDIZED TAXI SERVICE – SENIOR CITIZENS AND PERSONS WITH DISABILITIES

DESCRIPTION

The Novi Municipal Credit Funded Tax Subsidy Program ("Program") allows senior residents age 55 and up and residents with disabilities ("Resident Passengers") to have more affordable transportation. The City contracts with a local taxicab provider to provide rides for \$4.00 one-way payment from the rider. The provider bills the City for the remaining \$5.00 cost of the one-way ride. The City's portion is funded with Municipal Credit Dollars. In addition, the City issues identification cards without charge to Resident Passengers. The identification card indicates the Resident Passenger's eligibility for the Program.

SERVICE AREA

Subsidized Taxi Service is provided to Resident Passengers anywhere in the City of Novi. Rides may cross City boundaries, however, regular rates apply outside of the City limits.

SERVICE HOURS

The subsidized cab service is a demand/response type of service and is available 7 days a week, and 24 hours per day.

ELIGIBLE USER

All senior residents age 55 and over are eligible to participate, as well as non-senior persons with disabilities. The Novi Parks, Recreation and Cultural Services Department must approve persons with disabilities for STS. Dependent children of Resident Passengers age 10 and under are eligible to ride free with the eligible adult if they are present at the pick-up and have the same destination. When a Resident Passenger with a disability travels with a spouse or attendant, the spouse or attendant shall ride without charge.

FARE STRUCTURE

Riders pay \$4.00 for each one-way ride within the City of Novi. Regular taxicab fares apply after crossing City boundaries. The City reimburses the taxicab company \$5.00 per ride.

SHARED RIDES

Resident Passengers are encouraged to share their taxicab rides and when two persons share a ride from the same pick-up to the same destination, the cost shall be a

total \$4.00. The City shall reimburse the taxicab company the remainder of the fare of \$5.00.

SERVICE LEVEL

This is a demand/response service. Advance reservations are not required.

SERVICE MODE

Resident Passengers are transported in regular motor vehicles owned by the taxicab company.

**AGREEMENT TO PROVIDE SUBSIDIZED TAXI SERVICE TO
SENIOR CITIZENS AND PERSONS WITH DISABILITIES**

This Agreement, made this _____ day of _____, between the City of Novi ("City"), whose address is 45175 West 10 Mile Road, Novi, Michigan 48375, and _____ ("Company"), a _____, whose address is _____.

TERM OF AGREEMENT:

This Agreement shall commence on July 1, 2009 and end June 30, 2010. The parties may, by mutual assent, extend the terms of this contract for two (2) renewal options in one (1) year increments, subject to the termination provisions set forth.

RECITALS:

1. There is a proven need in the City for public transportation which will meet the needs of senior citizens and persons with disabilities living in the City ("Resident Passengers").
2. The City wishes to provide subsidized taxi service ("STS") to the Resident Passengers as described in "Schedule A", Subsidized Taxi Service.
3. The City has determined that the Company has the capacity and capabilities to provide STS to the Resident Passengers.
4. The Company is willing to provide STS under terms, which are mutually agreeable to the City and the Company.

NOW THEREFORE, for and in consideration of value received and the mutual promises contained in this Agreement, the City and Company agree as follows:

1. Basic Services:

The Company shall provide licensed, qualified drivers and regular four-door taxicabs, vans, or other vehicles, as approved by the City, for STS for the Resident Passengers from any point within the boundaries of the City to any other point within the boundaries of the City, in response to their requests.

2. Service Area:

The area to be served by this Agreement shall include the corporate limits of the City. Resident Passengers utilizing STS shall be transported only within the City. Any Resident Passenger who travels outside the boundaries of the City shall pay regular passenger fares once having

traveled beyond the boundaries of the City, unless the City has provided prior authorization to subsidize travel outside the City.

3. Hours of Operation:

The Company shall provide STS to the Resident Passengers 24 hours a day, 7 days a week.

4. Level of Service:

(A) The Company shall provide clean, well-kept, and well-maintained taxicabs and motor vehicles in the performance of this Agreement. The Company shall provide prompt, efficient, courteous and helpful services to the Resident Passengers.

(B) The Company shall provide STS within the operational framework of its existing taxicab services. STS shall be provided, at all times, on an equal basis with all other Company customers, as measured by the average mean response time to customer requests.

(C) All Resident Passengers shall be allowed to carry parcels with them when using STS.

(D) The Company drivers shall provide assistance to the Resident Passengers that shall include, but not be limited to:

1. Personally assisting Resident Passengers entering into and exiting from vehicles;

2. Assisting Resident Passengers including the loading and unloading of wheelchairs and other ambulatory aids.

(E) Any taxicab sent by the Company to pick up a Resident Passenger shall wait at least five minutes for the passenger to acknowledge arrival of the taxicab.

(F) The Company shall respond to all complaints received by drivers, dispatchers, or any other officers, employees, or agents of the Company relating to services performed under this Agreement. All complaints received by the Company shall be referred to the City within 24 hours of receipt. The City's determination regarding any complaints shall be final and the Company shall follow the City's recommended course of action. Copies of all complaints and responses shall be submitted to the City, together with any required operation reports.

5. Shared Rides:

The Company shall use its best efforts to pick up more than one Resident Passenger per trip in order to further the concept of public transportation known as "Shared Ride".

6. Eligibility:

Resident Passengers are eligible for STS if he or she is:

1. 55 years or older, or
2. Is defined as having a disability by the City, and
3. Desires transportation from one point within the City to another point within the City, and
4. Displays proper identification.

7. Identification Cards:

The City issues identification cards to Resident Passengers who are eligible for STS. A bearer of such identification card shall be provided STS upon display of his or her card to the Company driver.

8. Fares and Fare Zones:

Resident Passengers that utilize STS shall be charged fares as shall, from time to time, be determined by the City Council of the City of Novi as set forth in detail in Attachment "A". All fares shall be based upon the rate established in Attachment "A" within the corporate limits of the City of Novi. When a Resident Passenger who has a disability travels with a spouse or attendant in Company vehicles, the spouse or attendant shall ride without charge.

9. Subsidy:

In consideration of providing STS to Resident Passengers, the Company shall receive a subsidy from the City that is the difference between the discounted fare and the amount that is normally charged a passenger under the provisions of the City Ordinance that regulates taxicab rates. The Company shall retain the discounted fare that is charged the Resident Passenger, and the City, on a monthly basis, shall pay the subsidized portion of the fare to the Company.

The Company shall bill the City on a monthly basis for STS trips and each invoice shall have attached to it an itemized list of the STS trips in a form acceptable to the City. The Company shall provide other operating

reports as requested by the City on a daily, weekly or monthly basis. The Company shall allow an authorized official of the City, access to its records and reports.

10. Posting of Rates:

The Company shall post in each taxicab a sign to be furnished by the City that explains the details of STS and that includes the fare that is authorized to be charged by the Company.

11. Insurance Requirements:

The Company agrees, at its own expense, to secure and maintain the following insurance coverage. The Company shall give the City at least thirty (30) days written notice of any proposed change in any insurance coverage.

(A) Workers' Compensation Coverage:

The Company shall procure and maintain during the life of this Agreement, workers' compensation insurance, including employer's liability in accordance with all applicable statutes of the State of Michigan.

(B) Commercial General Liability Insurance:

The Company shall procure and maintain during the life of this Agreement, Commercial General Liability insurance on an "occurrence basis" with limits of liability of not less than **One Million (\$1,000,000) Dollars** per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage. Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Complete Operations Coverage; (3) Independent Contractors' Coverage; (4) Broad Form General Liability Extensions or Equivalents; and (5) Annual Contract Aggregate applicable to this Agreement.

(C) Motor Vehicle Liability:

The Company shall procure and maintain, during the life of this Agreement, Motor Vehicle Liability insurance, including Michigan no-fault coverage, with limits of liability of not less than **One Million (\$1,000,000) Dollars** per occurrence combined Bodily Injury and Property Damage. Coverage shall include all owned, non-owned, and hired vehicles by the Company.

(D) Additional Insured:

Commercial General Liability Insurance, and Motor Vehicle Liability Insurance policies, as described above, shall include an endorsement listing the following as "Additional Insured"; the City of Novi, its employees, and all of its elected and appointed officials, all Boards and Commissions members, and volunteers.

(E) Cancellation Notice:

Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that 10 days advance written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to the City of Novi, 45175 West 10 Mile Road, Novi, Michigan 48375.

(F) Proof of Insurance:

The Company shall provide to the City the following proofs of insurance:

- (i) One (1) copy of the Certificate of Insurance for Workers' Compensation insurance;
- (ii) One (1) copy of the Certificate of Insurance for Commercial General Liability insurance;
- (iii) One (1) copy of the Certificate of Insurance for Vehicle Liability insurance;
- (iv) If so requested, certified copies of all policies stated above shall be furnished.

(G) Expiration of Coverage:

If any of the above coverages expire during the term of this Agreement, the Company shall deliver renewal Certificates of Insurance to the City at least ten (10) days prior to the expiration.

12. Indemnification, Hold Harmless and Litigation Defense:

The Company agrees to fully indemnify and hold harmless the City, its officers, employees, elected officials, agents and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts and settlements (including but not limited to attorney fees and interest) resulting from:

- (A) Acts or omissions by the Company, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the gross negligence of the City, its officers, employees, elected officials, agents and contractors.

(B) The Company shall pay to the City all sums of money, including interest, which the City shall become liable to pay pursuant to judgment, or shall pay in settlement of any claim, arising out of this Agreement.

(C) The Company shall defend the City from and against any and all actions or causes of action, claims, demands of whatsoever kind or nature arising from the operations of the Company and due to the acts or omissions of the Company or its agents, arising out of this Agreement. The Company agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Company under this Agreement including acts or omissions of the Company, and its agents.

13. Independent Contractor:

The Company is, and shall perform under this Agreement as, an independent contractor with complete control over its drivers, employees, agents, and operations. No driver, employee, agent, or representative of the Company shall represent, act, or be considered as an agent, representative, employee, or servant of the City.

14. Service Area Changes:

The City may, from time to time, extend the boundaries of the area to be served by this Agreement. The City shall notify the Company in writing when the area to be served is changed.

15. Interruption of Service:

The Company may be excused for failure to provide service under this Agreement if the service interruption is caused by force majeure or by circumstances, which are determined by the City to be beyond the control of the Company. The Company shall promptly notify the City in writing in the event of a service interruption.

16. Compliance with Federal and State Laws, Local Ordinances, and Rules and Regulations:

The Company shall comply with all applicable laws of the United States of America, State of Michigan, and local ordinances including Chapter 35 of the Novi City Code, now or in the future, and with applicable federal, state and local rules and regulations, now or in the future relating to any of the services provided pursuant to this Agreement.

17. Non-Assignment:

The Company shall not delegate its responsibility to any other company or firm and shall not assign the Agreement to any other person or company or business entity without the prior written consent of the City.

18. Termination of Agreement:

(A) Termination of Agreement without Cause:

The City may terminate this Agreement without cause and for any reason by providing written notice to the Company 30 days prior to the date of termination.

(B) Termination of Agreement with Cause:

If either party shall fail in timely and proper manner to fulfill its obligations under this Agreement, or shall violate any of the provisions of this Agreement, the party without fault shall have the right to terminate this Agreement and its obligations under this Agreement shall cease forthwith. The party without fault shall be entitled to damages sustained by virtue of the breach.

(C) In the event that the Company ceases to conduct business in the normal course, becomes insolvent, makes any assignment of its business for the benefit of creditors, suffers or permits the appointment of a receiver or similar officers for its business or assets, or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute relating to insolvency, or the protection of rights of creditors, or allow any creditor to seize its property by lien, levy, or writ of execution, and the condition is not remedied within thirty (30) days after written notice is given by the City, the City shall have the right to terminate this Agreement forthwith, upon written notice.

19. Anti-Discrimination:

(A) The Company shall provide STS without regard to race, creed, color, sex, sexual preference, age, physical handicap, marital status, national origin, ancestry, financial ability to pay or location within the City.

(B) The Company shall not discriminate against any employee or applicant because of race, creed, color, sex, sexual preference, age, physical handicap, marital status, national origin, or ancestry.

(C) The Company shall take action to assure that all employees are treated during employment, without regard to their race, creed, color, sex, sexual preference, age, physical handicap, marital

status, religion, ancestry, national origin, or place of birth. The Company's actions shall include, but not be limited to, the following: Employment, upgrading, demotion, or transferring, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection of training. The Company further covenants that it will comply with the federal Civil Rights Act of 1964 and the Michigan Civil Rights Act of 1976, and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this Agreement.

22. Invalid Provision:

The invalidity of unenforceability of any particular provision of this Agreement shall not effect the other provisions, and this Agreement shall be construed in all respects as if the invalid or unenforceable provision were omitted. In the event that the City, in its opinion, or by administrative or Court determination, discovers that this Agreement violated State or Federal Law as being anti-competitive, then the entire Agreement shall be voidable, at the option of the City.

23. Entire Agreement:

This Agreement constitutes the entire agreement between the parties, and contains all of the agreements between the parties with respect to the subject matter. This Agreement supersedes any and all other agreements, either in writing or oral, between the parties with respect to the subject matter.

24. Amendment and Waiver:

No change or modification of this Agreement shall be valid unless it is in writing and signed by the City and the Company.

DATE SIGNED

DATE SIGNED

Company Name

By: _____
Company Representative

CITY OF NOVI, a Michigan Municipal Corporation

By: _____
David B. Landry, Mayor

By: _____
Maryanne Cornelius, City Clerk

Chapter 35

VEHICLES FOR HIRE*

- Art. I. In General, §§ 35-1-35-15
- Art. II. Taxicabs and Vehicles for Hire, §§ 35-16-35-75
 - Div. 1. Generally, §§ 35-16-35-40
 - Div. 2. Business License, §§ 35-41-35-65
 - Div. 3. Driver's Permit, §§ 35-66-35-75

*Cross references--Traffic and motor vehicles, Ch. 33; public carrier stands, § 33-158; parking of motor buses, § 33-491; stopping, standing or parking of buses and taxicabs restricted, § 33-499; restricted use of bus and taxicab stands, § 33-500.

ARTICLE I. IN GENERAL

Secs. 35-1--35-15. Reserved.

ARTICLE II. TAXICABS AND VEHICLES FOR HIRE

DIVISION 1. GENERALLY

Sec. 35-16. Definitions.

In the interpretation of this article, the following definitions shall apply except where the context clearly indicates that another meaning is intended:

Applicant means any person applying for a license under this article, or any person applying for a driver's permit under this article, as the case may be.

Driver means any person who drives a taxicab.

Driver's permit means a permit issued by the city clerk permitting the holder thereof to drive a taxicab.

For hire means remuneration or reward of any kind, paid or promised, either directly or indirectly.

License means a license issued by the city clerk licensing the operation of a vehicle for hire.

Limousine means a chauffeur-driven motor vehicle for hire: (1) which is designed to carry not more than ten (10) additional passengers at an hourly or zone rate; (2) which is operated on a contractual basis; and (3) which is used for the transportation of persons.

Luxury sedan means a chauffeur-driven motor vehicle for hire: (1) which is designed to carry not more than four (4) additional passengers at an hourly or zone rate; (2) which is operated on a contractual basis; and (3) which is used for the transportation of persons.

Owner means any person to whom a vehicle for hire license has been issued.

Taxicab means a motor vehicle for hire (1) upon which a taximeter is affixed; (2) which is designed to carry not more than ten (10) passengers; (3)

which is operated as a common carrier on call or demand; and (4) which is used for the transportation of persons.

Taximeter means a mechanical instrument or device by which the rates of fares to be charged for taxicab services are mechanically calculated and upon which such rates of fares shall be indicated by means of figures.

Vehicle for hire means a limousine, luxury sedan or taxicab. The term does not include motor vehicles used as hearses or ambulances. (Ord. No. 83-16.01, § 2.01, 1-10-83; Ord. No. 91-16.02, Pt. I, 8-26-91)

Sec. 35-17. Reserved.

Editor's note—Ord. No. 2000-16.05, Pt. I, adopted Sept. 11, 2000, repealed § 35-17, which pertained to rates of fares, and derived from Ord. No. 83-16.01, § 25.01, adopted Jan. 10, 1983, and Ord. No. 91-16.02, Pt. I, adopted Aug. 26, 1991.

Sec. 35-18. Maintenance of equipment.

The owner of each vehicle for hire licensed under this article shall examine and inspect the vehicle for hire as to its mechanical condition, especially as to brakes, power and lights, in such manner and with such frequency as to insure safety and dependability to patrons and the public, and each vehicle for hire licensed under this article shall be maintained at all times in a dependable workable and safe condition. Records of such inspections, defects found and repairs made, shall be kept on file by the owner of each vehicle for hire licensed hereunder, and such records shall, during ordinary business hours, be open for inspection by the police chief. (Ord. No. 83-16.01, § 26.01, 1-10-83; Ord. No. 91-16.02, Pt. I, 8-26-91)

Sec. 35-19. Compliance with laws and ordinances.

Each vehicle for hire licensed under this article shall be operated in accordance with the laws of this state and the ordinances of the city, and with due regard for safety, comfort and convenience of passengers and for the safety of the general

public. No vehicle for hire shall be operated at a rate of speed greater than that established by state law, or by ordinance of this city.

(Ord. No. 83-16.01, § 27.01, 1-10-83; Ord. No. 91-16.02, Pt. I, 8-26-91)

Sec. 35-20. Report of accidents.

All accidents arising from or in connection with the operation of vehicles for hire which results in death of or injury to any person, or in damage to any property shall be reported within twenty-four (24) hours from the time of occurrence to the police chief.

(Ord. No. 83-16.01, § 28.01, 1-10-83; Ord. No. 91-16.02, Pt. I, 8-26-91)

Sec. 35-21. Dress.

Drivers of vehicles for hire shall be clean in dress and in person at all times while operating a vehicle for hire.

(Ord. No. 83-16.01, § 29.01, 1-10-83; Ord. No. 91-16.02, Pt. I, 8-26-91)

Sec. 35-22. Lost articles.

Every driver of a vehicle for hire shall search the interior of the vehicle for hire at the termination of each trip for any article of value which may be left in such vehicle for hire by a passenger. Any article found therein shall immediately be returned to the passenger owning it, if he be known; otherwise, it shall be deposited with the owner of the vehicle for hire at the conclusion of the driver's tour of duty. A report of the findings and deposit of such article shall be made by the owner within twenty-four (24) hours thereafter to the police chief.

(83-16.01, § 30.01, 1-10-83; Ord. No. 91-16.02, Pt. I, 8-26-91)

Sec. 35-23. Passengers.

No driver or owner of a taxicab shall refuse or neglect to convey any orderly person or persons upon request by signal or telephone call, unless the taxicab is previously engaged. When a taxicab has been engaged by a passenger, no additional passengers shall be received therein except with the express consent of the first passenger. No driver or owner of a limousine or luxury sedan

shall refuse to contract to transport any orderly person or persons upon request unless the limousine or luxury sedan has previously been committed to transport another person or persons.

(Ord. No. 83-16.01, § 31.01, 1-10-83; Ord. No. 91-16.02, Pt. I, 8-26-91)

Sec. 35-24. Drivers drinking on duty prohibited.

No driver of a vehicle for hire shall drink or be under the influence of alcoholic liquor or any controlled substance, as defined in Article 7 of Act No. 368 of the Public Acts of Michigan of 1978 (MCL 333.7101 et seq., MSA 14.15(7101) et seq.), as amended, while on duty.

(Ord. No. 83-16.01, § 32.01, 1-10-83; Ord. No. 91-16.02, Pt. I, 8-26-91)

Cross reference—Alcoholic liquor generally, Ch. 3.

Sec. 35-25. Use for illegal purposes.

No owner or driver of a vehicle for hire shall use, or permit the use of any taxicab for illegal purposes.

(Ord. No. 83-16.01, § 33.01, 1-10-83; Ord. No. 91-16.02, Pt. I, 8-26-91)

Secs. 35-26—35-40. Reserved.

DIVISION 2. BUSINESS LICENSE*

Sec. 35-41. Required.

No person shall operate, or cause to be operated, any taxicab in the city without having first obtained a license to operate such taxicab. No person shall operate, or cause to be operated, any limousine or luxury sedan that is more than three (3) model years older than the current model year in the city, without having first obtained a license to operate such limousine or luxury sedan that is more than three (3) model years older than the current model year; provided that a taxicab or limousine or luxury sedan that is more than three (3) years older than the current model year not having a city license may bring passengers into the city from outside of the city, but shall not pick up any passengers or accept any business within

*Cross reference—Business registration, Ch. 8.

the city; provided further that a limousine or luxury sedan that is not more than three (3) years older than the current model year not having a city license may bring passengers into the city from outside the city and may also pick up passengers and accept business within the city. (Ord. No. 83-16.01, § 3.01, 1-10-83; Ord. No. 91-16.02, Pt. I, 8-26-91)

Sec. 35-42. Application.

Any person desiring a license to operate a vehicle for hire in the city shall file with the city clerk an application fee in an amount as set by resolution of the council, together with a sworn application therefor, on forms furnished by the city, which application shall contain the following:

- (1) The name, age, residence, citizenship and present occupation of the person applying for the license. If the applicant is a partnership, the names, addresses, citizenship and occupations of all partners shall be given. If the applicant is a corporation, the names, addresses and occupations of all officers and directors thereof shall be given. If the applicant is a limited liability company, the names, addresses and occupations of all members, managers and assignees of membership interest shall be given;
- (2) The make, body-style, year, serial and engine number, state license plate number, seating capacity and weight of the vehicle for hire for which the license is being applied for;
- (3) Whether there are any unpaid or unbonded judgments of record against the applicant, and, if so, the title of all actions and the amount of all unpaid or unbonded judgments and the court in which the same was rendered;
- (4) The experience of the applicant both in the city and elsewhere, in the operation of vehicles for hire or other common carriers;
- (5) Whether or not the applicant for such license, or, if a partnership, limited liability company or corporation, any of the

partners, members, managers, assignees of membership interest, officers or directors thereof, has ever been charged with, convicted of or pled guilty to any felony, crime or misdemeanor, and if so, the date, nature of the offense, and the court in which such charge was made, conviction was obtained or plea of guilty was entered;

- (6) The place or places within the city, or elsewhere, where the person applying for the license proposes to operate the vehicle for hire;
 - (7) The address of the place of business from where the person applying for the license intends to operate the vehicle for hire from;
 - (8) The number of vehicles for hire for which the applicant holds licenses at the date of application;
 - (9) Whether the applicant is the owner of the vehicle for hire for which license is being applied for, and, if not, the name of the owner thereof;
 - (10) Such other information as the council may, in its discretion, require.
- (Ord. No. 83-16.01, § 4.01, 1-10-83; Ord. No. 91-16.02, Pt. I, 8-26-91; Ord. No. 99-16.04, Pt. I, 2-1-99)

Sec. 35-43. Granting of licenses.

The city clerk shall transmit each application for a license to the police chief, who shall cause an investigation to be made regarding the character, fitness and qualifications of the person applying for the license. The police chief shall thereupon return the application, together with his recommendation thereon, to the city clerk for presentation to the council at the next regular meeting. If the council shall determine that the person applying for the license is a suitable person, it may grant a license therefor, to be issued upon the filing of the policy of insurance as hereinafter required and upon the city clerk's receipt of recommendation from the police chief that the vehicle for hire proposed to be licensed is a safe and suitable vehicle to be used for such purposes as

hereinafter required; provided, that the council may refuse to grant a license to any applicant when, in the judgment of the council, additional vehicles for hire in the city would adversely affect the public's safe and convenient use of the public streets of the city.

(Ord. No. 83-16.01, § 5.01, 1-10-83; Ord. No. 91-16.02, Pt. 1, 8-26-91)

Sec. 35-44. Inspection.

(a) Any person to whom the council has granted a license of whose license is renewed shall, within twenty (20) days thereof, file with the city clerk a fee in an amount as set by resolution of the council, together with an application for an inspection of a vehicle for hire, which application shall contain the following: the make, body-style, year, serial and engine number, state license plate number, seating capacity, and weight of the vehicle for hire for which such license is being applied for.

(b) The city clerk shall transmit each application for an inspection of a vehicle for hire to the police chief, who shall cause an inspection to be made of the vehicle identified thereon regarding the fitness of such vehicle to be used as a vehicle for hire. The police chief shall thereupon return such application, together with his recommendation of approval or disapproval of the fitness of such vehicle to be used as a vehicle for hire, to the city clerk.

(c) If the police chief recommends disapproval of the vehicle as a vehicle for hire, the reasons therefor shall be set forth in his recommendation. (Ord. No. 83-16.01, §§ 6.01, 7.01, 1-10-83; Ord. No. 91-16.02, Pt. I, 8-26-91)

Sec. 35-45. Insurance policy required.

(a) No license shall be issued until the applicant therefor shall obtain and file with the city a policy of liability insurance issued by a responsible insurance company authorized to do business in the state providing insurance coverage for each vehicle for hire for which a license is applied for.

(b) Such policy of insurance shall insure the applicant against liability for personal injury or injuries to a passenger or passengers in such

vehicles for hire, or to a member or members of the general public, resulting from an accident or accidents in which such vehicle for hire may be involved through the recklessness or negligence of its driver, operator or owner, as well as against any damage to property.

(c) Such policy shall provide minimum insurance protection for each vehicle for hire in an amount as set by resolution of the council.

(d) Such policy of insurance shall provide for continuing liability thereunder to the full amount thereof, notwithstanding any recovery thereon, and that the insolvency or bankruptcy of the insured shall not release the company.

(e) Such policy shall further provide that it shall not be cancelled, surrendered or revoked by either party except after ten (10) days' written notice to the city, furnished by the insurance company issuing the policy.

(f) The cancellation, surrender or other termination of any insurance policy issued and filed with the city in compliance with this section shall automatically terminate the licenses of all vehicles for hire covered by such insurance policy unless another policy complying with this section shall be in effect and deposited with the city, prior to the time of such cancellation or termination.

(g) It shall be unlawful for any person to operate, or cause to permit to be operated, any vehicle for hire on the streets of the city without having fully complied with the terms of this section.

(Ord. No. 83-16.01, § 8.01, 1-10-83; Ord. No. 91-16.02, Pt. I, 8-26-91).

Sec. 35-46. Issuance.

Licenses granted by the council shall be issued by the city clerk; provided, however, no license shall be issued until:

- (1) The license fee as hereinafter required shall be paid;
- (2) The city shall receive the liability insurance policy, as provided in section 35-45, and the approval by the city attorney that the policy complies with the terms of this article; and

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- (3) The city clerk shall receive approval of the fitness of the vehicle to be used as a vehicle for hire from the police chief.

(Ord. No. 83-16.01, § 9.01, 1-10-83; Ord. No. 91-61.02, Pt. I, 8-26-91)

Sec. 35-47. Fee.

The owner of each vehicle for hire for which a license is granted or renewed shall pay to the city clerk an amount as set by resolution of the council before the original license, or before a renewal license is issued.

(Ord. No. 83-16.01, § 11.01, 1-10-83; Ord. No. 91-16.02, Pt. I, 8-26-91)

Sec. 35-48. Expiration.

All licenses shall expire on the thirtieth day of June at 12:00 midnight, the year following issuance thereof. The expiration date of each license shall be indicated on the face thereof. Licenses in effect as of the date of amendment of this section shall remain in effect until June 30, 1992.

(Ord. No. 83-16.01, § 10.01, 1-10-83; Ord. No. 91-16.02, Pt. I, 8-26-91)

Sec. 35-49. Renewal.

The city clerk may renew the license from year to year. A licensee applying for renewal of a license shall make application therefor on a form furnished by the city clerk and shall file the same with the city clerk. The city clerk shall transmit the application to the police chief. The police chief shall make an investigation of the applicant and if he is satisfied that the information contained in the application is substantially the same as that contained in the original application, and remains accurate, he shall endorse his recommendation for approval, otherwise he shall recommend rejection, on the application and return it to the city clerk. If the police chief shall recommend rejection, the city clerk shall deny renewal of the license.

(Ord. No. 83-16.01, § 11.01a, 1-10-83; Ord. No. 91-16.02, Pt. I, 8-26-91)

Sec. 35-50. Transfer.

(a) Licenses shall be nontransferable from one person to another. Any transfer or attempted transfer thereof to any other person shall automatically revoke the license.

(b) Change of ownership of or title to any vehicle for hire shall automatically revoke any license previously granted for the operation of the vehicle for hire, and the purchaser thereof shall not operate the vehicle for hire in the city, until he has applied for and been issued a license.

(c) The owner of any vehicle for hire for which a license has been granted may have the license transferred to another vehicle by filing with the city clerk a request thereof, giving the make, year, body-style, serial and engine number, state license plate number, seating capacity, and weight of the vehicle to which he proposes to have such license transferred; provided, that no transfer of a license shall actually be made until the original vehicle for hire upon which such license was issued shall be retired from service and until approval as to the fitness of such other vehicle to be used as a vehicle for hire is obtained from the police chief in the same manner as provided for in section 35-44.

(Ord. No. 83-16.01, §§ 12.01, 13.01, 14.01, 1-10-83; Ord. No. 91-16.02, Pt. I, 8-26-91)

Sec. 35-51. Suspension or revocation.

Licenses may be suspended or revoked by the council for any of the following reasons:

- (1) The council finds that the information contained in the application for such vehicle for hire license was false or misleading;
- (2) The owner shall cease to operate any vehicle for hire for a period of thirty (30) consecutive days without having obtained permission for cessation of such operation from the council; or
- (3) The council finds that the owner or any driver in his employ repeatedly violated any provision of the traffic ordinance of the city while operating a vehicle for hire licensed hereunder.

(Ord. No. 83-16.01, § 15.01, 1-10-83; Ord. No. 91-16.02, Pt. I, 8-26-91; Ord. No. 2000-16.05, Pt. II, 9-11-00)

Sec. 35-52. Hearing.

Any person whose application for a license is approved but who is denied issuance thereof or whose renewal of a license is denied or any person whose license is revoked shall have the right to a hearing before the council, provided a written request therefor is filed with the city clerk within ten (10) days following the date of notice of revocation or denial of issuance of a license. (Ord. No. 83-16.01, § 34.01, 1-10-83; Ord. No. 91-16.02, Pt. I, 8-26-91)

Secs. 35-53—35-65. Reserved.**DIVISION 3. DRIVER'S PERMIT****Sec. 35-66. Required.**

No person shall drive a taxicab in the city without first having obtained a driver's permit from the police chief; provided that a person not having a driver's permit issued by the city may bring passengers into the city from outside of the city, but shall not pick up any passengers or accept any business within the city. (Ord. No. 83-16.01, § 16.01, 1-10-83; Ord. No. 97-16.03, Pt. I, 10-6-97)

Sec. 35-67. Application.

Any person desiring a driver's permit shall file with the police chief, on forms furnished by the city, a sworn application for a driver's permit, which application shall contain the following:

- (1) The name, age, residence, citizenship and present occupation of the applicant, and his place or places of residence for five (5) years immediately preceding the date of application;
- (2) The experience which the applicant has had in the operation of automobiles, taxicabs, or other vehicles used in carrying passengers for hire or on contract;
- (3) Whether or not such applicant has ever been charged with, convicted of, or pled guilty to any felony, crime or misdemeanor, and if so, the date, nature of the

offense, and the court in which such charge was made, conviction was obtained, or plea of guilty entered;

- (4) Whether any chauffeur's license or operator's permit issued to him has ever been suspended or revoked, and, if so, for what cause;
 - (5) Such other information as the council may, in its discretion, require.
- (Ord. No. 83-16.01, § 17.01, 1-10-83; Ord. No. 97-16.03, Pt. II, 10-6-97)

Sec. 35-68. Granting of permit.

Upon the filing of application for a driver's permit, the police chief shall cause an investigation to be made of the character and fitness of such applicant. If, in the opinion of the police chief, the applicant is a proper person to receive a driver's permit, he shall approve the issuance thereof; provided, however, that no driver's permit shall be issued to any person who has not attained eighteen (18) years of age and who does not hold a chauffeur's license from the state. (Ord. No. 83-16.01, § 18.01, 1-10-83; Ord. No. 97-16.03, Pt. III, 10-6-97)

Sec. 35-69. Issuance.

If the application for a driver's permit is approved by the police chief, he shall issue the applicant a driver's permit. (Ord. No. 83-16.01, § 20.01, 1-10-83; Ord. No. 97-16.03, Pt. IV, 10-6-97)

Sec. 35-70. Fee.

At the time of filing an application for a driver's permit or a renewal application, the applicant therefor shall pay to the police chief a fee in an amount as set by resolution of the council. (Ord. No. 83-16.01, § 22.01, 1-10-83; Ord. No. 97-16.03, Pt. V, 10-6-97)

Sec. 35-71. Expiration.

All driver's permits shall expire on the thirty-first day of December at 12:00 midnight, for the

year of the issuance thereof. The expiration date of each driver's permit shall be indicated on the face thereof.

(Ord. No. 83-16.01, § 19.01, 1-10-83)

Sec. 35-72. Renewal.

The police chief may renew driver's permits from year to year. A driver applying for a renewal of his driver's permit shall make application therefor on a form furnished by the city and shall file the same with the police chief. Upon receipt of the application for renewal, the police chief shall make an investigation, and if he is satisfied that the applicant's driver's permit should be renewed, shall issue the renewal.

(Ord. No. 83-16.01, § 21.01, 1-10-83; Ord. No. 97-16.03, Pt. VI, 10-6-97)

Sec. 35-73. Transfer.

(a) Driver's permits shall be nontransferable.

(b) No person who has been issued a driver's permit shall transfer, or attempt to transfer, such driver's permit or any badge or card issued hereunder to any other person.

(Ord. No. 83-16.01, § 23.01, 1-10-83)

Sec. 35-74. Revocation.

The chief of police shall have power to revoke any driver's permit in the following cases:

- (1) If the holder thereof shall be convicted of or plead guilty to any violation of this article or of the traffic ordinances of the city or to any statute or penal law of the state, whether in relation to the operation of motor vehicles or not;
- (2) If the holder thereof shall be involved in any accident causing injury to or death of any person, or injury or destruction of any property;
- (3) Whenever, in the opinion of the police chief, the holder thereof shall, by his conduct, demonstrate that the best interests of the public require that his driver's permit be revoked.

(Ord. No. 83-16.01, § 24.01, 1-10-83)

Sec. 35-75. Hearing.

Any person whose application for a driver's permit or renewal thereof is denied or whose driver's permit is revoked shall have the right to a hearing before the council, provided a written request therefor is filed with the police chief within ten (10) days following the date of notice of revocation or denial of the application for a driver's permit.

(Ord. No. 83-16.01, § 34.01, 1-10-83; Ord. No. 97-16.03, Pt. VII, 10-6-97)

