

## **ORDINANCE 17-02**

### **AN ORDINANCE OF THE CITY OF KREBS, OKLAHOMA AMENDING ARTICLE 15 SECTION 20-129 OF THE CITY CODE 2003 WITH AN INCLUSION OF SEMI TRACTOR/TRAILER PARKING DESIGNATED PARKING.**

Be it ordained by the Council of the City of Krebs, County of Pittsburg, and State of Oklahoma.

Section 1. The city council of Krebs, by vote, has established a permitted heavy truck parking area. This area is located at 9 E. Washington Street. This decision is meant to remedy an ongoing problem experienced by citizens of Krebs who operate or own heavy vehicles. Applications will be evaluated and acceptance will be considered based on:

- a. Vehicle use
- b. Type of vehicle
- c. Weight of vehicle
- d. Length of possible parking
- e. Hours of Operation
- f. Noise levels when engaging the engine
- g. Number of vehicles to be parked

Section 2. This area is being opened primarily for citizens of Krebs and will only be extended to other parties if room is available. Initial parking spaces is set at four (4) and any vehicle parked without a permit will be towed at the owner's expense. The City of Krebs will also issue a fine of \$360.00 for non-permitted vehicles. Parking permits will be sold on a yearly schedule. Parking permits may be purchased at Krebs City Hall.

Section 3. The establishment of this area required meeting the following regulations.

- a. Each vehicle parked must have its own parking permit. Permits must be displayed from a position that is visible and legible from ground level without the use of equipment such as ladders, etc.
- b. Initial permits will be set at \$160.00 per year with expiration date of December 31 of each year. Permits must be purchased and installed by January 10<sup>th</sup> of each year. A penalty of \$50.00 will be added from January 11<sup>th</sup> through January 20<sup>th</sup>. After January 20<sup>th</sup>, the permit cost will double the yearly cost to \$320.00.
- c. An application for parking must be filled out and returned to City Hall. Items to be included in the application are: 1) VIN number; 2) Manufacturer of

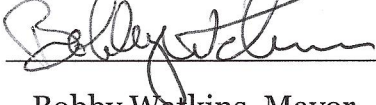
tractor and trailer; 3) Gross Vehicle Weight; 4) Fuel type; 5) if vehicle transports Hazardous Materials; 6) current vehicle inspection; and 7) if vehicle routinely started between 17:00 hours and 06:00 hours.

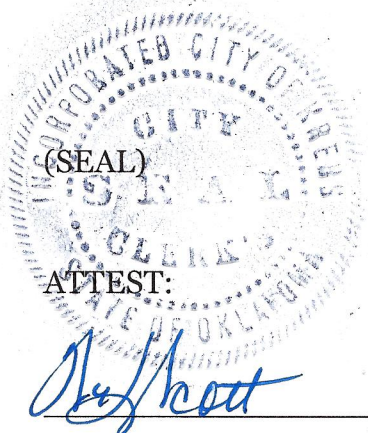
- d. In the event an applicant operates multiple trailer types; the applicant may apply for a permit allowing the parking of one additional trailer for a total of two (2) trailers and one (1) tractor. The cost for this type of permit will be \$50.00 which is in addition to the amount required in Section 3a. Information stating the size of the trailer, length and VIN/Manufacturer numbers of both trailers will be required.
- e. Failure to adhere to use regulations may result in termination of the parking permit.

Additionally, the City of Krebs requires a Hold Harmless Agreement be signed and dated by both parties. See Addendum A, Article 15 Reserved Section 20-129A.

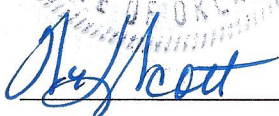
PASSED AND APPROVED this 20<sup>th</sup> day of June, 2017.

CITY OF KREBS

By:   
Bobby Watkins, Mayor



ATTEST:



W. Kay Scott, City Clerk/Treasurer

ADDENDUM A, ARTICLE 15 RESERVED SECTION 20-129

Article 15, 20-129A : HOLD HARMLESS AGREEMENT

This agreement exists between \_\_\_\_\_ and the City of Krebs  
on beginning upon this Date \_\_\_\_\_.

This agreement stipulates as Owner, Operator, or Certified Agent

\_\_\_\_\_ without malice and given due  
consideration, willfully agree to:

1. INDEMNIFY and HOLD HARMLESS the City of Krebs AS TO DAMAGES, LIABILITY, FAULT or PENALTY as to any known or unknown damage(s) that may exist or yet to be discovered inflicted upon any part of Customer' Vehicles, including Trailer, Trucking/Automotive Parts and Equipment, any and all cargo being transported while parked at the City owned property known as the Krebs Heavy Truck Parking Area.
2. All damage sustained, known or unknown, is considered to be caused by an Act of Nature and the City of Krebs is considered absolved as to any liability now and at any future date for any claim of damage.
3. This agreement also allows without liability in any form entrance onto the stated property by the City of Krebs for the purpose of inspection, planning, installation, and/or repair.

(Owner) \_\_\_\_\_ Date \_\_\_\_\_

First Party (Owner) \_\_\_\_\_ Date \_\_\_\_\_

City of Krebs \_\_\_\_\_ Date \_\_\_\_\_