

.....
Date April 8, 2013

PUBLIC HEARING UPON APPLICATION OF
LUXXOR LIMOUSINE LLC
FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
TO OPERATE A LIMOUSINE SERVICE IN THE CITY OF DES MOINES

WHEREAS, Section 126-62 of the Municipal Code of the City of Des Moines, Iowa, forbids the operation of a limousine as defined under the limousine subchapter of the municipal code (Article IV of Chapter 126) as a vehicle for hire upon the streets of Des Moines without obtaining a certificate of public convenience and necessity; and

WHEREAS, Luxxor Limousine LLC, 2525 Deer Avenue, Wesley, Iowa, has filed an application requesting permission of the City Council to operate a limousine service in the City of Des Moines, with a total of 3 vehicles; and

WHEREAS, pursuant to Section 126-64 on March 25, 2013, by Roll Call No. 13-0460, the City Council has fixed this date as the time and place for a public hearing on the matter of the application; and

WHEREAS, Section 126-65(a) provides if this Council finds at the conclusion of such public hearing that limousine, or further limousine, service in the City of Des Moines, or between any point or points in the City and elsewhere, is required by the public convenience and necessity and the applicant is fit, willing, and able to perform such public transportation and to conform to the provisions of the subchapter, then the Council shall direct the City Traffic Engineer to issue a certificate stating the name and address of the applicant, the number of vehicles authorized under said certificate and the date of issuance; otherwise the section provides the application shall be denied; and

WHEREAS, Section 126-65(b) provides that in making the findings of subsection (a) of said section, this Council shall take into consideration the number of limousines already in operation, whether existing transportation is adequate to meet the public need, the probable effect of increased service on local traffic conditions, and the character, experience, and responsibility of the applicant;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa:

That the hearing is hereby closed and the application is granted or denied, as the case may be, as set out in the next paragraph.

★ **Roll Call Number**

Agenda Item Number

43

.....
Date April 8, 2013.....

_____ Alternative One: That the application for a certificate of public convenience and necessity to operate a limousine service be approved and hereby granted and the City Traffic Engineer is directed to issue a certificate stating the name and address of the applicant, the number of vehicles authorized under the certificate, and the date of issuance, it being the finding of this City Council of the City of Des Moines that such service is required by the public convenience and necessity and that the applicant, Luxxor Limousine LLC, is fit, willing, and able to perform such public transportation and to conform to the provisions of the subchapter, all as shown by the evidence brought forth at the public hearing;

or

_____ Alternative Two: That the application for a certificate of public convenience and necessity to operate a limousine service be hereby denied it being the finding of this City Council of the City of Des Moines that such service is not required by the public convenience and necessity, and/or that the applicant is unfit to perform such public transportation and unable to conform to the provisions of the subchapter, all as shown by the evidence brought forth at the public hearing.

★ Roll Call Number

Agenda Item Number

43


Date April 8, 2013

BE IT FURTHER RESOLVED that upon adoption of Alternative One (to grant the certificate), the City Traffic Engineer is hereby directed to issue a certificate to Luxxor Limousine LLC stating the name and address of the applicant, the number of vehicles authorized under said certificate, as set out in the application, and the date of issuance.

(Council Communication Number 13-170 Attached)

MOVED BY _____ to adopt.

APPROVED AS TO FORM:



 Mark Godwin
 Deputy City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
GRIESS				
HENSLEY				
MAHAFFEY				
MEYER				
MOORE				
TOTAL				

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

MOTION CARRIED APPROVED
 _____ Mayor

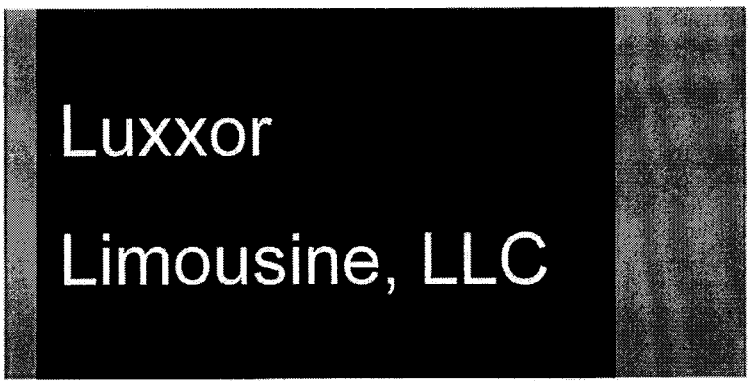
_____ City Clerk

Limousine Company Application-

Applying for new License- old license was not renewed in a timely manner and expired

March 21, 2013

STATEMENT: I Michael R. Berry, Traffic Facilities Administrator with the City of Des Moines Engineering Department, Traffic & Transportation Division, certify that I have prepared the preceding "Taxicab Company Application Checklist." The attached documents that have had information blocked out, if any, have had that information removed for identity theft protection of the applicant and others referenced by the applicant and to protect confidential records under Iowa Code Chapter 22. The original documents are on file in the City Traffic Engineers Office and the entire document(s) may be reviewed by anyone with the right to know, under provisions of Iowa Code Chapter 22.



Michael R. Berry dated: March 21, 2013
Michael R. Berry, Traffic Facilities Administrator, City of Des Moines

VERIFICATION
[for use by a limited liability company]

Lic. \$250.00
3 Vch. @ \$75.00 ea
13-03512
\$475.00

Signature of LLC Manager: _____

STATE OF IOWA)
COUNTY OF Polk) ss:

On this 28 day of February, 2012, before me, a notary public, personally appeared Scott Swears, who first being by me duly sworn, states that
[Printed/typed name of LLC manager]

he/she is a manager of Luxxor Limousines LLC, and that the foregoing
[Printed/typed name of company]

Application for Certificate of Public Convenience and Necessity was signed on behalf of said limited liability company with authority, and he/she affirms that the information in the Application for Certificate of Public Convenience and Necessity is true and correct.



Notary Public in the State of Iowa


CITY OF DES MOINES
Traffic & Transportation Divisi
Des Moines - Iowa 50309
(515) 283-4973

9:51AM
00-0003 001
#03512

Mar 21/13
JUDY
CLERK

COPY

ENTER NAME LUXXOR LIMO
TaxiLimoComL \$475.00

Check \$475.00

- Thank You for your business -

Limousine Company Application Checklist

Applicant: Luxxor Limousine, LLC

Marked block w/ initials indicates that the applicant has provided documentation meeting or exceeding the requirements of the Municipal Code of the City of Des Moines.

Sec. 126-62.5. Requirements for limousine service.

Each company filing an application for a limousine certificate shall meet the following minimum requirements:

- (1) Maintain a central place of business in a location properly zoned for that business and have a telephone so that any individual may request the services of the limousine company. The business shall have a listed telephone number. If vehicle maintenance and storage is provided separately from the central office, then the vehicle maintenance/storage area must also be in a location properly zoned for such activity. *2525 Deer Ave - Wesley, IA* *ALL OK*
- (2) Provide transportation of passengers in a motor vehicle from or to any point in the city only on a prearranged basis, for a minimum of one hour at an hourly rate as provided in this article. For contracted limousine service the minimum trip rate and prearranged time restriction do not apply. For limousine service which is booked at least 24 hours in advance, the minimum trip rate does not apply.
- (3) Meet all applicable zoning ordinance regulations. *Has operated legally for 3 years prior to license expiring*

Sec. 126-63. Application for certificate of public convenience and necessity.

Any person seeking a certificate shall file an application with the traffic engineer. The application shall be signed by the applicant or by an officer of the applicant and verified under oath and shall contain the following information:

- (1) The name, address and age of the applicant. If the applicant is a corporation, its name, the address of its principal place of business, and the name and address of its registered agent. If the applicant is a partnership, its name, the names of general and limited partners and the address of its principal place of business. If the place of business is outside the corporate limits of the city, the applicant shall provide a statement from the governing jurisdiction that the business complies with the appropriate zoning regulations, except that any person lawfully operating a limousine service at the time of adoption of this article shall not be required to provide such a statement. *Attached*

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(2) The financial status of the applicant, including the amounts of all unpaid judgments against the applicant and the nature of the transaction or acts giving rise to the judgments. If the applicant is a firm, partnership, corporation or any other type of business entity which has been organized for less than five years, prior to the date of application, this information shall be provided for each of the shareholders, partners, officers, or other investors of the business entity. The federal tax identification number (or social security number for an individual) and state sales tax permit number shall also be provided.

Previously provided tax ID No#

(3) The experience of the applicant in the transportation of passengers including a statement of any state or municipality where the applicant has ever been licensed to operate a taxicab or limousine service, whether such license was ever suspended or revoked and the reasons for suspension or revocation, and whether an application for a license or a renewal of a license was denied and the reasons for denial.

provided

(4) *OK* Any facts which the applicant believes tend to prove that public convenience and necessity requires the granting of a certificate.

(5) The number of vehicles to be operated or controlled by the applicant. 3

(6) The location of proposed vehicle storage. *2604 Delaware DSM, IA 50317*

(7) A statement of the condition of the vehicles to be operated including the age and type of each vehicle, and the date on which the vehicle passed its most recent safety inspection, if any. *Enclosed*

(8) A statement as to whether the applicant has, within the ten years immediately preceding the date of application, been convicted of, pled guilty to or stipulated to the facts of violating any criminal statute or ordinance, including traffic laws and municipal ordinances. If the applicant has been convicted, a statement as to the date and place of conviction, the nature of the offense and the punishment imposed.

DMPD Review OK

(9) The number of vehicles proposed for operation during periods of maximum demand and during periods of least demand. *3*

(10) Where the applicant will operate its central place of business. *2525 Deer Ave Wesley IA*

(11) The color scheme or insignia, if used, to designate the vehicles of the applicant. *Attached*

(12) Such further information as the traffic engineer may require of each applicant. *attached*

Sec. 126-63.5. Investigation of applicant.

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The police department shall review each applicant's arrest and traffic records and report the results of the investigation to the city council. Where the applicant is a corporation, the corporate officers' records shall be investigated; where a partnership, each partner's records shall be investigated. - Done 7 2/19/13 OK by DM PD 2/25/13

Sec. 126-66. Liability insurance required.

All
OK -
on file

- (a) A certificate shall not be issued or continued in effect unless and until the owner of the limousine business furnishes to the traffic engineer for filing with the city clerk an insurance policy or certificate of insurance issued by an insurance company licensed to do business in the state, providing commercial general liability and automobile liability insurance coverage, or the equivalent thereof, for the limousine business with minimum limits of liability equal to any applicable limits required by the Code of Iowa, the United States Code, and/or interstate commerce commission regulation, whichever is greater. The above coverages and limits shall extend to the following on a per occurrence basis: The injury or death of any one person; the injury or death of any number of persons in one accident; damage to property in the care, custody and control of the insured but excluding property of the insured; the bodily injury or death of others resulting from negligent acts of the insured while involved in the furtherance of the limousine business.
- (b) The certificate of insurance referred to in this section shall provide that the insurance policy or policies have been endorsed to provide 30 days advance written notice of cancellation, non-renewal, reduction in insurance coverage or limits and ten days written notice for nonpayment by registered mail to the traffic engineer.
- (c) The cancellation or other termination of any required insurance policy shall automatically revoke and terminate the certificate and all licenses issued for the limousine business and the vehicles covered by such insurance policy(ies), unless another policy(ies), complying with this section, shall be provided and in effect at the time of such cancellation or termination. The traffic engineer shall immediately issue written notification of the revocation of said certificate and all licenses for the limousine business and the vehicles covered by such insurance which is cancelled or terminated and shall file a copy of such notice with the city council.

Sec. 126-82. Booking sheets.

- (a) Each holder shall maintain a daily booking sheet upon which are recorded all charters booked by the company each day, showing the date and time the charter was booked, the date and time of the service, place of origin and destination, number of passengers, and the amount of fare. Upon request by any

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law enforcement officer or any city police cadet, any driver shall present the booking sheet, or a copy thereof, showing the name(s) of the passenger(s) being picked up, and if at the airport, the flight number of the arriving passenger(s).

- (b) Each holder shall retain and preserve all booking sheets in a safe place for at least one month following the date of the making of the record. Booking sheets shall be available to the chief of police or the traffic engineer.
- (c) Each holder shall submit to the traffic engineer a report by January 30 of each year summarizing the activity of the previous year. The report shall contain information on number and types of complaints received including specific information on any discrimination complaints; number of passengers carried; number of trips per vehicle; age, mileage and general condition of each vehicle; tenure and turnover of drivers' and other information as required by the traffic engineer.

Sec. 126-62. Certificate of public convenience and necessity required.

Info.

Any person owning, operating or controlling a limousine as a vehicle for hire upon the streets of the city or picking up any passenger for a fare within the corporate limits of the city, shall first obtain a certificate and the required annual limousine license from the traffic engineer. The following motor vehicles are excluded from the requirements of this article:

- (1) Motor vehicles owned and operated by hotels, motels and other boarding places, used for the purpose of transporting patrons, without fee or charge, between said hotel, motel or boarding place and the local station of a common carrier.
- (2) Ambulances and other emergency vehicles.
- (3) Funeral hearses.
- (4) Metropolitan Transit Authority buses or other commercial vehicles designed to transport 16 or more persons, including the driver, duly licensed by the state.

OK Info.

Sec. 126-70. Limousine driver's license required.

Every person who operates a limousine for hire upon the streets of the city shall first obtain and shall properly display a limousine driver's license.

Sec. 126-72. Designation. *See attached*

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Each limousine may bear on the outside of the door or on the side glass on each side the name of the company and, in addition, may bear an identifying design. If an identifying name or design is used, the markings shall be painted or affixed by decal in letters or figures at least 1 1/2 inches in height. Any licensed vehicle shall not have a color scheme, identifying design, monogram, or insignia that will conflict with or imitate any existing limousine or any official or emergency vehicle color scheme, identifying design, monogram or insignia in a manner that will mislead or deceive or defraud the public.

Sec. 126-81. Limousine service.

Limousine service may be undertaken by the holder of a certificate subject to the following conditions:

- (1) No limousine service shall be booked less than one hour prior to the service, except for contracted limousine service under a written contract or agreement on file with the traffic engineer.
- (2) The holder shall maintain a central place of business in a location properly zoned for that business.
- (3) If vehicle maintenance and storage is provided separately from the central office, then the vehicle maintenance/storage area must also be in a location properly zoned for such activity.
- (4) The holder shall have a listed telephone number.
- (5) The service must be booked at a scheduled rate on file with the traffic engineer for a minimum of one hour, even if the trip requires less than one hour, except for contracted limousine service under a written contract or agreement on file with the traffic engineer.

Info.

Definitions

Airport means the Des Moines International Airport located in southwest Des Moines on Fleur Drive between McKinley Avenue and Army Post Road.

Aviation director means the director of the airport or an authorized representative.

Booking means an agreement between a limousine company and a passenger, or group of passengers, for limousine service at a specified time not less than one hour after the acceptance of such agreement.

Booking sheet means a record prepared by a limousine company of all charters booked by the company showing the date and time the charter was booked, the date and time

6 | **Limousine Company Application Checklist – City of Des Moines**

of the service, place of origin and destination, number of passengers, and the amount of fare. If service is provided at the airport, the booking sheet shall also include the name(s) of the passenger(s) being picked up and the flight number of the arriving passenger(s).

Certificate means a certificate of public convenience and necessity issued by the city council authorizing the holder to conduct a limousine service in the city.

City clerk means the city clerk or an authorized representative.

Contracted limousine service means a written agreement or contract with a business, for a period of not less than 180 days duration, for limousine service.

Finance director means the finance director of the city or an authorized representative.

Holder means a person to whom a certificate of public convenience and necessity has been issued.

Limousine means a motor vehicle engaged in the transportation of passengers for hire in limousine service.

Limousine license means the license granted annually to a person who holds a certificate to conduct a limousine service in the city.

Limousine service means transportation of passengers in a motor vehicle from or to any point in the city on a prearranged basis, for a minimum of one hour at an hourly rate.

Rate card means a card issued by the holder which contains the rates of fare then in force.

Solicit means to invite another, either by word or deed, to be a passenger in a vehicle for hire. Such deeds may include, but are not limited to, parking in any area where prospective passengers might be found without a booking sheet listing a specific passenger to be picked up.

Traffic Engineer means the city traffic engineer of the city or an authorized representative.

Applicant: Scott Sweers

Date of Birth: [REDACTED]

Legal Name: Luxxor Limousines L.L.C.

Business Addresses:

Filing

2525 Deer Ave

Wesley, IA 50483

Storage

2604 Delaware Ave

Des Moines, IA 50317

My name is Scott Sweers and I am the proud owner and operator of Luxxor Limousines L.L.C. located here in Des Moines, IA. I started by business in 2010 and I have practiced to be the best in chauffeured transportation for our area and all of Iowa. My fleet started at 3 in 2010 and is now up to 7, of which only 3 current vehicles are less than 15 passengers. As stated when I originally applied for this license in 2010 I am a proud graduate of the University of Iowa, I received a B.B.A. in Finance and a Certificate in Entrepreneurial Management. I still have the very passion that I had when I started this business however now my passion has become reality and my every day life.

I am also still the owner and operator of a Full Service Tree Service know as The Stump Doctor and am very active in the community. I am a member of a couple of networking groups and plan to join more chambers in the near future. In my limousine business, I have grown my affiliate network and I bring and have brought ample business to the City of Des Moines and surrounding area since my fruition in 2010. I currently employ 3 full time staff and 8 part time chauffeurs.

The reason for this letter and application as apposed to a basic renewal is actually quite simple. I was under the impression that this had been filed and due to my lack of staying on a member of my management team the renewal had never been filed and thus the expiration of my companies limo license. I am asking you to approve this application as I have been going about business in the City of Des Moines since 2010 and have done so in the best way possible. I will do nothing but that from here forward and that I can promise.

Regarding my plans for the future, I am in my 3rd full year of operation and have grown my fleet by 4. I plan to remain strong and grow into the future using the same basic premise we used thus far, building our business on customer service and repeat business.

Thank you for your time and consideration

Sincerely,

Scott A. Sweers



A handwritten signature in black ink, appearing to read 'Scott A. Sweers', is written over a horizontal line. The signature is stylized and somewhat cursive.

Maintenance-

All veicles are inspected pre and post trip by chauffeurs with a pre/post trip check list or trip sheet. The vehicles annual inspections are performed by Tad at Eastown Tire & Auto located here in Des Moines. There are currently monthly, quarterly as well as seasonal inspections and maintenance performed. Every spring all vehicle are given a full inspection including all fluids, A/C system performance, lights, brakes, etc.

Violations-

The City of Des Moines Limousines Ordinance will license all of our chauffeurs including myself. I have recently hired 3 new chauffeurs as I have lost a few to full time opportunities. The new chauffeurs have a check list we have them go through before they are an employee and getting the City of Des Moines Limousine License is on that list.

Operation-

This business is owned and operated by myself. I have a mentor and financial investor in my father John Sweers. I have experience in owning and operating this chauffeured transportation business going on 3 years. I have learned exponentially in the 2+ years of existence and we are constantly getting better. I have hired an office manager in the last year and she had been running the office operations for my tree service and is currently being trained to help with the office operations of the limousine business as well. The phone number for this business is a cell line and I have that phone with me at all times. The only time that phone rings into Susan is when I forward the calls in which the calls forward to my tree service lines cell number. The financials and end of year filings are conducted at an off location site in northern Iowa, 2525 Deer Ave, Wesley, IA 50483. Our DOT # is 2057980 and our MC # is MC769472 and we are currently Interstate Authority.

Safety Inspections post use-

- Fill vehicle with fuel
- Park vehicle in designated location
- Clean vehicle to same state it was prior to use
- Check trash drum
- Sort cans/bottles in to recycle
- Run through post trip inspection, report trip info on trip sheet and file
- File any receipts and report any issues on trip sheet
- Lock doors to vehicle
- Put keys & cleaning material in appropriate location
- Lock mini storage
- Plug in vehicle (if applicable), shut down lights, arm security system, leave building

Safety Inspections (monthly, quarterly, seasonally)-

This was touched upon in a previous question, we inspect pre/post trip, and give routine maintainance montly, quarterly, and seasonally depending on weather conditions.

Location of Work

Des Moines Metro Area, most of the work will be done in the general vacinity of Des Moines or 50 miles radius. We will do trips to Iowa City for games and the occasional trip to Omaha and Kansas City MO. Our work will be performed on all major and non major highways and roads throughout Des Moines and the metro as well as much of the state of Iowa. Stops and pickups will include but are not limited to; restarants, churches, schools, airports, bars/night clubs, winery's, tours, corporate buildings, residential neighborhoods, event buildings, etc. All vehicles while parked, will be watched over by the chauffeur and will be parked in designed areas. We have been and will be storing the vehicles at 2604 Delaware Ave, Des Moines, IA. The storage unit has been approved by the city and is an ideal location for the vehicles.

Zoning Requirements-

See attached

Financial Status

I do not have any judgements nor have I ever had a judgement against me or my business. I am banking through my home town bank for all large note and am banking my operations through Wells Fargo locally.

Experience

I have a vast knowledge in the chauffeured transportation industry. I have gained this knowledge the hard way by learning on the fly the last 3 years. I have gone to trade shows, conventions, and grown my affiliate relationships these past few years and all of these things have helped tremendously. We have an in depth check list to go through before hiring a chauffeur as well as random drug testing, a written exam (80% of higher to pass) and a driving test. These coupled with a criminal background check, pre-employment drug screening, and a clean MVR and our chauffeured are as safe as anyones.

Vehicles

- | | |
|-----------------------------|----------------------------|
| • Cadillac Escalade ESV | **NEED 2013 LIMO STICKER** |
| • 10-Passenger Town Car | **NEED 2013 LIMO STICKER** |
| • 14-Passenger Excursion | **NEED 2013 LIMO STICKER** |
| • 22-Passenger Excursion | **EXEMPT** |
| • 32-Passenger Mercedes Bus | **EXEMPT** |
| • 40 Passenger Mercedes Bus | **EXEMPT** |

Safety Inspections prior to use -

- Please see attached pre/post trip inspections sheet

Limousine, Taxicab & Para-Transit Insurance Information

In §126-66 (Limousine) and §126-87 (Taxi & Para-Transit), Chapter 126 (Vehicles for Hire) of the Municipal Code for the City of Des Moines there is a requirement that an applicant for a new or renewal of a Certificate of Public Convenience & Necessity for;

- a Taxicab Company,
- a Limousine Company or,
- a License for a Para-Transit Company,

that states that the applicants insurance certificate must provide a statement indicating that the applicants insurance company will provide;

- 30 days advance notification to the City of Des Moines in the event of cancellation for non-renewal, cancellation for cause, reduction of insurance coverage and in the event of a change in the covered limits, to be sent by registered mail to the City of Des Moines Office of Traffic and Transportation to the attention of the City Traffic Engineer.

The insurance policy certificate must also provide a statement indication that the City of Des Moines will receive;

- 10 days advance notice of cancellation for non-payment, also by registered mail to the City of Des Moines Office of Traffic and Transportation to the attention of the City Traffic Engineer.

This notification information must be clearly stated on the Certificate of Insurance or placed as an endorsement to the policy if a standard ACORD form is used, since modification of the wording on the ACORD form is not allowed by State law.

The standard wording where the insurance company will "endeavor" to provide these notifications is not considered adequate and the Certificate of Insurance will not be acceptable to the City of Des Moines.

When an insurance policy is renewed and a renewal document is provided to the City of Des Moines, prior to the expiration date, the renewal document must also have this same wording.



ENGINEERING DEPARTMENT
TRAFFIC & TRANSPORTATION
DIVISION—
City Hall - Lower Level
400 Robert D. Ray Drive
DES MOINES, IOWA 50309
(515) 283-4973
FAX (515) 237-1640

ALL-AMERICA CITY
1949, 1976, 1981 2003
2010



CERTIFICATE OF LIABILITY INSURANCE

LUXXO-1

OP ID: GM

DATE (MM/DD/YYYY)
03/15/2013

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

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

PRODUCER Kiely, Hines & Assoc. Inc. 6100 Dutchmans Lane 10th Floor P O Box 7669 Louisville, KY 40257-0669 James A. Bohn	Phone: 502-893-2020 Fax: 502-897-1533	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Luxxor Limousines, LLC Scott Sweers 2604 Delaware Avenue Des Moines, IA 50317	INSURER A: Zurich North America 19366 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		GLA4559311	08/01/2012	08/01/2013	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		GLA4559311	08/01/2012	08/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

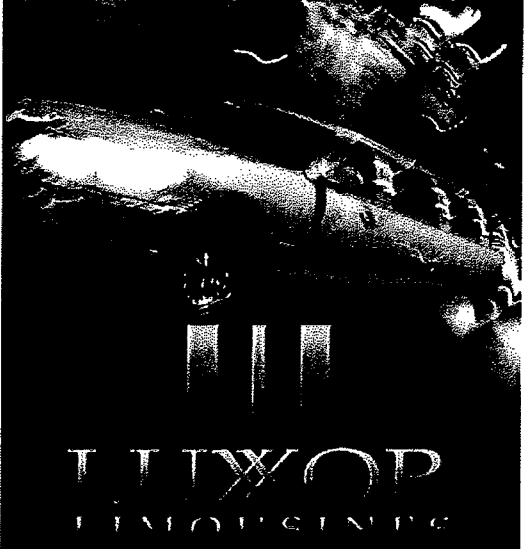
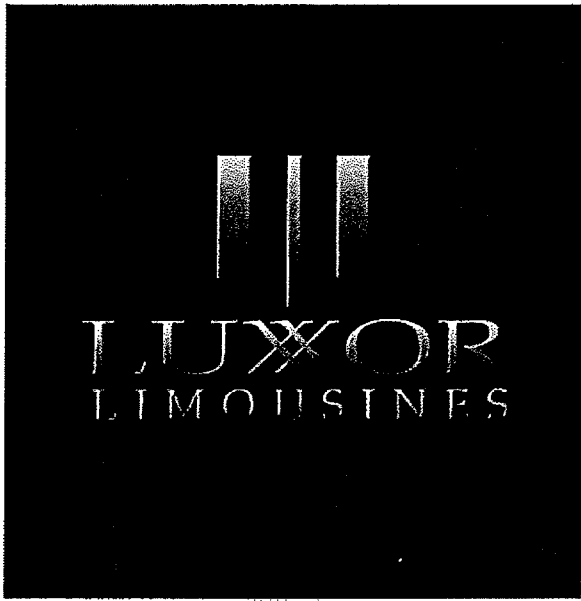
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 certificate holder named as additional insured
 30 days advance notification of non-renewal, cancellation for cause, reduction of insurance coverage
 10 days advance notice of cancellation for non payment

CERTIFICATE HOLDER City of Des Moines Iowa Traffic & Transportation Section 400 Robert D Ray Dr Des Moines, IA 50309	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James A. Bohn
--	---

ACORD_{TM} VEHICLE SCHEDULE		DATE 01/08/13
PRODUCER Kiely, Hines & Assoc. Ins. 6100 Dutchmans Lane 10th Floor P O Box 7669 Louisville, KY 40257-0669 James A. Bohn PHONE (A/C No. Ext): 502-893-2020		APPLICANT (First Named Insured) Luxxor Limousines, LLC
EFFECTIVE DATE 08/01/12	EXPIRATION DATE 08/01/13	<input checked="" type="checkbox"/> DIRECT BILL <input type="checkbox"/> AGENCY BILL
CODE: 13073424 SUB CODE:		PAYMENT PLAN AUDIT
AGENCY CUSTOMER ID LUXXO-1		FOR COMPANY USE ONLY

VEHICLE DESCRIPTION														
VEH #	YEAR	MAKE: Ford				BODY TYPE: LIMO 180"				SYMWAGE	COST NEW			
1	2000	MODEL: Excursion				V.I.N.: 1FMNV40L9YEC04219					\$			
CITY, STATE, ZIP WHERE GARAGED		LIC STATE		TERR	GVW/GCW		CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM		
Wes Des Moines IA 50265		IA								22	100			
DRIVE TO WORK/SCHOOL	USE	<input checked="" type="checkbox"/>	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR TOWING & LABOR	F	LSP	DEDUCTIBLES	ACV	<input checked="" type="checkbox"/>	COMP	SPEC C OF L	MISC DR/CR:
< 15 MILES	PLEASURE		RETAIL	LIAB NO-FAULT	MED PAY		FT	<input checked="" type="checkbox"/>	AA	<input checked="" type="checkbox"/>	ST AMT	\$1,000		TOTAL PREM
15 MILES +	FARM		SERVICE		UNINS MOTOR	SPEC C OF L	FTW					\$25,000	\$1,000	COLL \$
VEH #	YEAR	MAKE: Lincoln				BODY TYPE: LIMO 120"				SYMWAGE	COST NEW			
2	2001	MODEL: Town Car				V.I.N.: 1L1FM81Y644975					\$			
CITY, STATE, ZIP WHERE GARAGED		LIC STATE		TERR	GVW/GCW		CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM		
Wes Des Moines IA 50265		IA								10	100			
DRIVE TO WORK/SCHOOL	USE	<input checked="" type="checkbox"/>	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR TOWING & LABOR	F	LSP	DEDUCTIBLES	ACV	<input checked="" type="checkbox"/>	COMP	SPEC C OF L	MISC DR/CR:
< 15 MILES	PLEASURE		RETAIL	LIAB NO-FAULT	MED PAY		FT	<input checked="" type="checkbox"/>	AA	<input checked="" type="checkbox"/>	ST AMT	\$1,000		TOTAL PREM
15 MILES +	FARM		SERVICE		UNINS MOTOR	SPEC C OF L	FTW					\$15,000	\$1,000	COLL \$
VEH #	YEAR	MAKE: Ford				BODY TYPE: LIMO 140"				SYMWAGE	COST NEW			
3	2004	MODEL: Excursion				V.I.N.: 1F1NV40S44ED61025					\$			
CITY, STATE, ZIP WHERE GARAGED		LIC STATE		TERR	GVW/GCW		CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM		
Wes Des Moines IA 50265		IA								14	100			
DRIVE TO WORK/SCHOOL	USE	<input checked="" type="checkbox"/>	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR TOWING & LABOR	F	LSP	DEDUCTIBLES	ACV	<input checked="" type="checkbox"/>	COMP	SPEC C OF L	MISC DR/CR:
< 15 MILES	PLEASURE		RETAIL	LIAB NO-FAULT	MED PAY		FT	<input checked="" type="checkbox"/>	AA	<input checked="" type="checkbox"/>	ST AMT	\$1,000		TOTAL PREM
15 MILES +	FARM		SERVICE		UNINS MOTOR	SPEC C OF L	FTW					\$28,000	\$1,000	COLL \$
VEH #	YEAR	MAKE: Freightlin				BODY TYPE: LIMO COACH				SYMWAGE	COST NEW			
4	2004	MODEL: Euro-limo				V.I.N.: 4VSAACBW74CN47433					\$			
CITY, STATE, ZIP WHERE GARAGED		LIC STATE		TERR	GVW/GCW		CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM		
Wes Des Moines IA 50265		IA								30	100			
DRIVE TO WORK/SCHOOL	USE	<input checked="" type="checkbox"/>	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR TOWING & LABOR	F	LSP	DEDUCTIBLES	ACV	<input checked="" type="checkbox"/>	COMP	SPEC C OF L	MISC DR/CR:
< 15 MILES	PLEASURE		RETAIL	LIAB NO-FAULT	MED PAY		FT	<input checked="" type="checkbox"/>	AA	<input checked="" type="checkbox"/>	ST AMT	\$1,000		TOTAL PREM
15 MILES +	FARM		SERVICE		UNINS MOTOR	SPEC C OF L	FTW					\$60,000	\$1,000	COLL \$
VEH #	YEAR	MAKE: Trident				BODY TYPE: LIMO COACH				SYMWAGE	COST NEW			
5	2007	MODEL: Spectrum				V.I.N.: 4KAANAAN47A360410					\$			
CITY, STATE, ZIP WHERE GARAGED		LIC STATE		TERR	GVW/GCW		CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM		
Wes Des Moines IA 50265		IA								38	100			
DRIVE TO WORK/SCHOOL	USE	<input checked="" type="checkbox"/>	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR TOWING & LABOR	F	LSP	DEDUCTIBLES	ACV	<input checked="" type="checkbox"/>	COMP	SPEC C OF L	MISC DR/CR:
< 15 MILES	PLEASURE		RETAIL	LIAB NO-FAULT	MED PAY		FT	<input checked="" type="checkbox"/>	AA	<input checked="" type="checkbox"/>	ST AMT	\$2,500		TOTAL PREM
15 MILES +	FARM		SERVICE		UNINS MOTOR	SPEC C OF L	FTW					\$95,000	\$2,500	COLL \$
VEH #	YEAR	MAKE:				BODY TYPE:				SYMWAGE	COST NEW			
		MODEL:				V.I.N.:					\$			
CITY, STATE, ZIP WHERE GARAGED		LIC STATE		TERR	GVW/GCW		CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM		
GARAGED														
DRIVE TO WORK/SCHOOL	USE		COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR TOWING & LABOR	F	LSP	DEDUCTIBLES	ACV		COMP	SPEC C OF L	MISC DR/CR:
< 15 MILES	PLEASURE		RETAIL	LIAB NO-FAULT	MED PAY		FT							TOTAL PREM
15 MILES +	FARM		SERVICE		UNINS MOTOR	SPEC C OF L	FTW							COLL \$
VEH #	YEAR	MAKE:				BODY TYPE:				SYMWAGE	COST NEW			
		MODEL:				V.I.N.:					\$			
CITY, STATE, ZIP WHERE GARAGED		LIC STATE		TERR	GVW/GCW		CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM		
GARAGED														
DRIVE TO WORK/SCHOOL	USE		COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR TOWING & LABOR	F	LSP	DEDUCTIBLES	ACV		COMP	SPEC C OF L	MISC DR/CR:
< 15 MILES	PLEASURE		RETAIL	LIAB NO-FAULT	MED PAY		FT							TOTAL PREM
15 MILES +	FARM		SERVICE		UNINS MOTOR	SPEC C OF L	FTW							COLL \$

Color Scheme or Insignia-



Des Moines Limo Rates

Personal Chauffeured Vehicle / Corporate Transportation

Pricing is hourly

<u>Vehicle</u>	<u>Sun. - Thurs.</u> All Day	<u>Fri. & Sat. Nights</u> Starting at 7:00PM	<u>Saturday</u> Until 7:00PM
<u>Cadillac Escalade ESV</u>	\$75	\$75	\$75

Limousine Pricing

Pricing below is hourly, pricing range is based off of total number of hours rented, the longer the rental the lower the rate.

<u>Vehicle</u>	<u>Sun. - Thurs.</u> All Day 2 Hour Minimum	<u>Fri. & Sat. Nights</u> Starting at 7:00PM 3 Hour Minimum	<u>Saturday</u> Until 7:00PM 3 Hour Minimum
<u>10-Passenger Lincoln Town Car</u>	\$90 - \$115	\$95 - \$115	\$105 - \$125
<u>14-Passenger Ford Excursion</u>	\$100 - \$125	\$105 - \$125	\$145 - \$165
<u>22-Passenger Ford Excursion</u>	\$110 - \$135	\$115 - \$135	\$160 - \$180

VIP Limo Bus Pricing

Our VIP Limobus pricing starts with a 3 hour rental rate, any additional hours are priced at additional usage.

<u>32-Passenger Mercedes Limo Bus</u>	\$595 + \$130 per additional hour	\$645 + \$150 per additional hour	\$745 + \$150 per additional hour
<u>40-Passenger Mercedes Limo Bus</u>	\$695 + \$150 per additional hour	\$745 + \$170 per additional hour	\$845 + \$170 per additional hour

Limousine Contract

Please complete and email or fax back

<http://www.luxxorlimousines.com>

Twitter @luxxorlimousine - Facebook Luxxor Limousines

Luxxor Limousines

Phone: 515.868.1819

eFax: 1.484.723.4012

Email: Info@LuxxorLimousines.com

Today's Date	Occasion	Pickup Time	Pickup Date
--------------	----------	-------------	-------------

First and Last Name	Name Of the Passenger/Group to Pickup
Address	Pickup 1
City State Zip	
Contact Phone Number / FAX	Drop Off 1
Point of Contact (day of)	
Email Address	Pickup 2
Trip Type: One Way <input type="checkbox"/> Round Trip <input type="checkbox"/>	Drop Off 2
Split <input type="checkbox"/> As Directed <input type="checkbox"/> # of Hrs. _____	

Trip Logistics:

Vehicle Type	Time Frame 1	Time Frame 2	Price Per Hr	Passenger Count
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Payment: Cash Check Credit Card Trade

Credit Card Information:

Credit Card Number	CC Type	Expiration	Sec. # (last 3 digits on Signature Line)
Cardholder's Name	Billing Address	Town, State, Zip	

Special Instructions: _____

How did you hear about Us: _____



I Have read and Agree to all of the above

Signature _____

Limousine Price	\$ _____	Gratuity not forced <table border="1"> <tr><td>Gratuity Table:</td></tr> <tr><td>12%</td></tr> <tr><td>15%</td></tr> <tr><td>18%</td></tr> <tr><td>20%</td></tr> </table>	Gratuity Table:	12%	15%	18%	20%
Gratuity Table:							
12%							
15%							
18%							
20%							
Extra Charges	\$ _____						
Garage Time	\$ _____						
Gratuity	\$ _____						
Fuel Surcharge	\$ _____						
Discount	\$ _____						
Subtotal	\$ _____						
Tax	\$ _____						
Total	\$ _____						
Deposit (50% Non-Refundable)	\$ _____						
Balance	\$ _____						

TERMS & CONDITIONS

LUXXOR LIMOUSINES will strictly enforce State and Federal Laws and will maintain a zero tolerance compliance policy that no alcoholic beverages can be consumed or used by any person not of legal drinking age. All U.S. law enforcement agencies have absolute power to stop any motor vehicle for administrative searches. If contraband is aboard, even in negligible quantities without the chauffeurs' knowledge, they can seize and forfeit this vehicle to a local government agency. All law enforcement agencies are aggressively enforcing this policy. Therefore no person will bring contraband aboard vehicles that are owned or operated by LUXXOR LIMOUSINES. LUXXOR LIMOUSINES will not be responsible for injuries that may occur due to horse playing while the vehicle is in motion or at a standstill. The purchaser on the front of this contract is responsible for his or her guests.

AT THE CHAUFFEUR'S DISCRETION, THE PURCHASER AGREES TO BE FULLY LIABLE FOR ALL CHARGES THAT MAY INCUR.

- (1) \$20.00 per broken glassware, \$ 45.00 per damaged DVD / Blu Ray / CD
- (2) \$25.00 for gum on carpet
- (3) \$50.00 for smoking in vehicle or any burnt / used, cigarettes / cigars / or any other smoking item(s) found in vehicle
- (4) \$50.00 for dry cleaning if chauffeur is spilled on / vomited on
- (5) \$50.00 per broken TV / DVD remote
- (6) \$100.00 minimum for extensive cleanup (spills, etc.)
- (7) \$150.00 detailing and wax (due to sickness-exterior)
- (8) \$175.00 shampoo and disinfecting (due to sickness interior)
- (9) \$200.00 minimum for each burn hole, rip or tear to upholstery
- (10) \$200.00 minimum for each act of vandalism
- (11) \$450.00 minimum for each TV that is broken
- (12) Triple charge of above listed amounts for all removed / stolen items from vehicle
- (13) Downtime subject to loss of revenue, per each hour lost as stated in contract
- (14) If additional property not listed above is broken / stolen / vandalized it is subject to 300% of replacement value (including labor)

LUXXOR LIMOUSINES recommends that all and any personal valuables be removed from the vehicle when unattended. We will not be held responsible for any lost, stolen, or damaged articles, LUXXOR LIMOUSINES reserves the right to terminate this or any other contract for noncompliance of the above requests, especially if renters do not follow chauffeurs requests in order to obey the rules in this contract. Smoking of any product is not allowed in our vehicles. Any deposits (cash, checks or credit card authorization) will be non-refundable for any reason, if any cancellation occurs from renter's side. The open balance is due immediately at the beginning of the agreed job. The renter authorizes the immediate 50% deposit & the final payment, states that she/he is the authorized purchaser for this rental contract, the authorized cardholder for the given credit card, responsible and liable for payment of the total amount, per cash, credit card or money order. We accept personal and business checks (\$35 returned check fee). As with all contracts, the rental contract between the mentioned person as renter and LUXXOR LIMOUSINES L.L.C. is made with the information and the terms given to us. All of the given information from the renter is binding and cannot be changed without LUXXOR LIMOUSINES' acceptance. If the contract is cancelled after it is signed, LUXXOR LIMOUSINES is still authorized to collect the remaining balance in full, if the car was not re-rented again on the cancelled date for the same or higher amount. We will reserve the said date upon the approval of the purchaser's credit card as per telephone conversation. The credit card holder gives authorization to use the credit card information over the phone / fax / Internet in combination with a signed contract. It is agreed that it is not necessary to obtain a signed credit card slip, as the reservation is made over the phone / fax / Internet. Proof of identity of the purchaser using said credit card must be supported by the signed contract / credit card authorization via fax or in person. At time of pickup we need the credit card, state identification of the purchaser that authorizes the transaction for the signed contract. If the purchaser cannot provide all of the above items at the time of pickup, LUXXOR LIMOUSINES will not start the job, as we have no proof of the legal possession of the credit card. Therefore the risk of not getting paid will give us the right to cancel. The purchaser is still fully responsible to pay the total amount as she/he failed to provide the above requirements.

LUXXOR LIMOUSINES cannot guarantee the availability of overtime. It is of particular importance that the purchaser makes allowances for anticipated delays and adheres to the agreed time schedule. In the event that the purchaser wants to change the time of the itinerary, they may do so, only if LUXXOR LIMOUSINES can accommodate other clients that booked with LUXXOR LIMOUSINES prior to or after the said time. The purchaser further agrees to pay additional charges incurred such as overtime, cellular usage, tolls, parking etc. Overtime for transfer jobs is charged in half-hour increments, extra stops are charged \$ 15.00 - Lincoln, \$ 35.00 - SUV. Transfer jobs are priced for immediate pickup/drop-off, no wait time is included, no usage of bar or drinks/food etc. Base price is for simple transportation. The overtime will be billed by hourly rate. If customer fails to show at designated pick up location and does not inform office and/or driver, the full amount of contracted time will be charged. The purchaser authorizes LUXXOR LIMOUSINES to charge any additional charges after they have rendered services to the purchasers' credit card as a supplemental charge. There will be a 3% convenience fee (of subtotal) added if the payment method chosen is not cash, check, or money order. Gratuity is not forced and will not be added to your total charge; therefore it is known that any "tip" or gratuity given to the chauffeur is above and beyond the price including charges listed on this contract. The deposit (50% non-refundable) is due upon the agreement and signing of the contract. The balance (remaining 50%) of the funds is due (14) fourteen days prior to the date of the event (date will be stated on page 1). Customer agrees to have LUXXOR LIMOUSINES get an authorization for the above credit card and amount, for the event stated above. If any payment due hereunder will be unpaid (7) seven days after the due date, hereon LUXXOR LIMOUSINES will have the right to cancel the contract and / or add and collect late charges with interest at the maximum rate allowed by law. All such sums are due and owing with any other expenses, (filing fees, court costs, and attorney fees, etc.). Necessarily injuries by reason of such non-payments, if the credit card holder / purchaser agree to pay LUXXOR LIMOUSINES upon signing of this contract. I am satisfied with the terms and conditions above and fully understand and agree. If, for any reason, I am not fully satisfied with the services I receive, I have 24 hours following the completion time stated above to submit a written complaint to LUXXOR LIMOUSINES. If I do not provide such document to LUXXOR LIMOUSINES within that time frame, it will be understood that I am fully satisfied with the services I received. Filing a written complaint, insures both parties, that it is fully understood what the problem was, and should help LUXXOR LIMOUSINES to assist the purchaser in any kind of reimbursement. The purchaser will be contacted within a week of the complaint to settle the matter. I understand that this is a separate case from the main contract and therefore have no dispute in general against LUXXOR LIMOUSINES and the payment I authorized. Since LUXXOR LIMOUSINES offers high-tech-equipped vehicles, sometimes heat and excessive use of all power-operated equipment might be subject to temporary failure. This will of course not interfere with the safety of the vehicle itself and therefore will have no effect on continuing or paying of the contracted trip. LUXXOR LIMOUSINES guarantees, that all our vehicles are constantly checked to keep the highest possible standards and eliminate such failures as much as possible. LUXXOR LIMOUSINES agrees to send the requested vehicle as offered in the contract. We have the right to upgrade the vehicles or switch the vehicles in case of emergency breakdown or if vehicles were in accidents. As stated, this will only happen in emergencies, and to upgrade, never downgrade. If no upgrade is available, LUXXOR LIMOUSINES gives the customer the right to downsize the vehicle and receive additional discounts if wanted. No additional charges will occur on customer side if upgrade is made without customer request. If switching occurs in the same category, or upgrades are made, it will not affect the contract and / or payment of contract. Customers therefore accept that replacement limousine may be substituted if contracted limousine becomes unavailable for any reason. If any of our above guarantees or contracted terms cannot be met due to conditions outside of our control, including weather, accidents and any other acts of god, we will use our best efforts to notify the customer of these conditions and resulting delays or changes. There is a fuel price clause on this contract. The clause WILL NOT be in affect as long as the average price of fuel stays below \$3.75 per gallon on the day of the event (site used <http://www.desmoinesgasprices.com/>). If the average cost of fuel goes above \$3.75 per gallon the following fuel surcharge will be added post trip. The fuel surcharge will be calculated using the "limousine price" stated on page 1 and is as follows; \$3.76-4.00 / gallon = 2% surcharge, \$4.01-4.25 / gallon = 4% surcharge, \$4.26-4.50 / gallon = 6% surcharge, \$4.51-4.75 / gallon = 8% surcharge, \$4.76-5.00 / gallon = 10% surcharge , etc.

I Agree to all of the above.

Signature

Full Name – PRINT

Date

CITY OF DES MOINES
Office of
TRAFFIC AND TRANSPORTATION

TO: SPO Mike West, Traffic Unit
DM Police Department

DATE: February 19, 2013

FROM: Mike Berry
Eng. Dept. – Traffic Div.

SUBJECT: Transmittal of Request for a Certificate
of Public Necessity to operate a
Limousine Co. – Mr. Scott Sweers
Luxxor Limousines LLC

Mike,

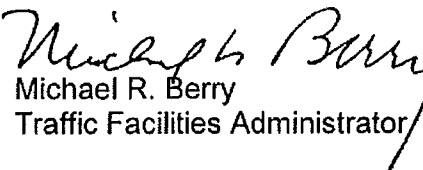
Attached, you will find the information that I have been provided by the applicant, Scott Sweers, applying for a Certificate of Public Necessity to operate a Limousine Company.

Under §126-63.5 the Police Department has a requirement to investigation the criminal and drivers records of an applicant, when applying for a license to operate as a Para-Transit company, in the City of Des Moines.

Please see the attached documents. The company to be licensed has been licensed as a limousine company, in the City of Des Moines, for the past three years (since 2010). The owner indicates he relied upon his staff to take care of the renewal and it did not happen. As a result of this his Certificate of Public Necessity to operate a Limousine Company in the City of Des Moines expired on 12.31.12 and they failed to provide a renewal request of annual report prior to the end of the grace period – as of the last day of January 2013.

The applicant has not provided all of the required documents and some clarifications regarding the ordinance requirements, but they are minor and should not slow down the application process very much.

If you have any questions or further comments regarding this matter, please feel free to contact me. Thanks.


Michael R. Berry
Traffic Facilities Administrator

Encl.

MIR SWEERS DOES NOT HAVE ANY ISSUES THAT WOULD PREVENT
HIS APPROVAL FROM A LIMO LICENSE. MIKE WEST 4810 2/25/13



Berry, Mike <mrberry@dmgov.org>

Re: Luxxor Limousines - Copy of Contract & COI

1 message

Berry, Mike <mrberry@dmgov.org>
To: Luxxor Limousines - Scott Sweers <scott@luxxorlimousines.com>
Bcc: Jennifer Bohac <jlbohac@dmgov.org>

Mon, Feb 18, 2013 at 9:43 AM

Scott,

Regarding your question, above; The process for a re-applying for a certificate of public convenience and necessity to operate a limousine company in the corporate limits of the City of Des Moines, that has lapsed, is the same as applying for a new certificate. The only advantage being that your narrative application can explain the number of years of previous service you have rendered to the citizens of the City of Des Moines and you have the opportunity to explain the circumstances as to why the certificate lapsed.

There is no "calling them" process. Several of the members of the current City Council were not on the Council when your original packet was approved. As individuals they cannot approve the issuance of a certificate. This is something that is required, by ordinance, to be carried forward in the manner I have indicated. All limousine certificates expire at midnight, December 31st. The 30 days mentioned below is what I have referred to as a *grace period*.

Sec. 126-65. Issuance of certificate of public convenience and necessity.

(c) A person lawfully possessing a certificate shall not be required to renew the certificate unless it has been revoked or voluntarily surrendered or the licenses herein required are **not renewed within 30 days after the expiration thereof.**

Renewal of the certificate shall be pursuant to the same procedure as for the original issuance thereof. In the event the application is denied, the city council shall specify the grounds for such denial and the facts upon which such denial is based.

I have attached a copy of the statement that the insurance certificate must indicate, to be acceptable to our risk manager.

I understand that the ACORD forms cannot be changed by state law. This statement can be added as an endorsement or even in the description of operation block, on the front page. The current statement that "notice will be delivered in accordance with the policy provisions" is not adequate to meet the requirements of Sec. 126-66.

Please see information in the attachment.

Thanks,

Mike Berry
Michael R. Berry
Traffic Facilities Administrator



Traffic & Transportation Division

Spoke 3/15
Sent copy of Ins. requirements
Re: cancellation @ 11:30am

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 Luxxor- Certificate of Insurance Cancel statement.pdf
115K