

CITY OF DICKINSON

REQUEST FOR PROPOSALS

FOR

POLICE-AUTHORIZED TOWING SERVICES

Date: __May 11, 2010__

RFP# 1001-2

Please return responses to:

Dickinson City Hall
4403 Highway 3
Dickinson, TX 77539

RESPONSES MUST BE RECEIVED NO LATER THAN __May 24, 2010 at 10:00am, TO BE CONSIDERED.

NOTICE TO BIDDERS

Sealed bids addressed to **Sergeant J. Jaekel, care of City Hall,** of the City of Dickinson, Texas will be received on **May 24th, 2010** until **10:00 a.m.** at which time no further proposals will be accepted. The proposals will be opened and read aloud on the **24th** day of **May**, **2010** at the offices of **Dickinson City Hall** located at **4403 Highway 3 Dickinson, TX 77539** at **10:00 a.m.**

Copies of this Request for Proposal are available at the offices of **Dickinson City Hall**, located at **4403 Highway 3 Dickinson, TX 77539**. Copies are also available on the City's website: **www.ci.dickinson.tx.us**. Questions in respect to this Request for Proposal may be directed to **Sergeant J. Jaekel** at **(281) 337-4700** extension **333**.

The City of Dickinson reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities in the bid process and to accept the bids deemed to be the best and most advantageous to the City. The City Council will determine, in a properly posted meeting open to the public, which of the proposals will be accepted.

REQUEST FOR PROPOSALS FOR TOWING SERVICES

I. BACKGROUND

The City of Dickinson, Texas (“City”) invites the submission of proposals from experienced, state licensed and qualified wrecker service companies to provide towing services for tows authorized by the Dickinson Police Department. The City Council will select up to four (4) respondents to provide towing services for the City. Selected respondents primary objectives for submitting a proposal must be aligned with the City’s objectives which are:

- Provide for the safety of Dickinson Police Officers and citizens;
- Standardization of services and rates for all police-authorized tows; and
- Providing transparent operational and managerial business methods.

II. SCOPE OF SERVICES

The City is soliciting proposals for the provision of towing services along with related administrative services for the City in accordance with the following specification, requirements and conditions. The proposals shall include the provision of all labor, equipment and materials, and the ability to perform all necessary work for the removal from public streets, ways or other public property in the City, vehicles which have been abandoned, involved in a collision, parked in violation of the law, or checked for evidence, including recovered stolen vehicles and/or vehicles belonging to prisoners. Services include removal of such vehicles from private property when directed by the Chief of Police or his duly authorized representative. Services must also include the towing of designated City owned vehicles and relocation of vehicles as directed by the Chief of Police or his designated representative.

Services shall also include the clean up and/or containment of all debris and materials, excluding hazardous materials, from the accident scene, right-of-way, or private property where directed by the Chief of Police or his designated representative.

The selected respondents will be required, at a minimum, to comply with the terms and conditions set forth in this Request for Proposals (“RFP”) and to provide towing services in compliance with all local, state, and federal regulations. The selected respondents shall also execute a Police-Authorized Tow Agreement with the City. A true and correct copy of the City’s towing regulations is attached to this RFP as Exhibit “A.” A true and correct copy of the Police-Authorized Tow Agreement which will be required of each selected respondent, if any, is attached hereto as Exhibit “B.”

A. Minimum Qualifications .

The City has established the following minimum qualifications for the wrecker towing services. Respondents who do not meet **all** of these minimum qualifications **will not** be considered for the award of a contract. The City, in its sole discretion, will determine if a Respondent meets these minimum qualifications and will base its decision on the information contained in the Respondent's proposal submitted in response to this RFP as well as through investigations conducted by the City staff.

1. Minimum of five (5) years continuous experience, within the last seven (7) years, to include but not be limited to ownership, management, and/or operation of a similar business organization as described in this RFP.
 - a. Each Respondent must attach a Statement or Statements of Financial Stability. The City prefers audited Financial Statements but is also willing to accept official justifiable data which substantiates historical financial stability.
 - b. Respondents must not be in default or arrearage under any previous or existing contract(s) with the City, the State of Texas, or any other political subdivision of the State of Texas. The City reserves the right to disqualify any Respondent, or any constituent entity of any Respondent, that has pending litigation, claims, or debt with the City, or if such proposal includes a proposed subcontractor, sub-lessee or supplier that has pending litigation, claims, or debt with the City that may adversely affect the ability of the parties to work efficiently and effectively under the contract contemplated by the RFP.
 - c. Respondents must not have any violation of any regulations of the City or the State governing towing companies, or have had a contract for towing services with the City terminated or suspended at any time within the past five (5) years.

B. Towing Operations.

1. Respondents must be able to provide operations twenty-four (24) hours a day, seven (7) days a week, including weekends and holidays.
2. Respondents must be able to dispatch wrecker service calls and must provide a detailed Emergency Contingency Plan.
3. Respondents must be able to respond to all calls within the City within Fifteen (15) minutes of any call for service.
4. Respondents must maintain and provide documentation in compliance with all State and City regulations. The City reserves the right to audit selected Respondents' books and records which may be deemed relevant for the purpose of determining compliance with the applicable regulations and the Police-Authorized Tow Agreement.

5. Respondents must have available for receipt of all towed vehicles a Vehicle Storage Facility in compliance with all State and City regulations. The Vehicle Storage Facility must be located within the corporate limits of the City.

C. Tow Truck Drivers

1. All tow truck drivers must be licensed by the State of Texas and comply with all licensing and regulatory requirements of State and City regulations.
2. Respondents must provide to the City:
 - a. written authorization from all tow truck drivers in its employ authorizing the City to conduct a background and criminal history check on the drivers; and
 - b. a written statement from the Dickinson Police Department certifying that each tow truck driver is not a sex offender registered with the Texas Department of Public Safety and that the records reviewed by the Dickinson Police Department indicate that the driver has not been convicted of any sexual offense or any offense against a child as defined by applicable law.
3. Tow truck drivers shall not:
 - a. be on probation, parole, or mandatory supervision of any offense noted herein;
 - b. have falsified or materially altered or omitted pertinent information in any governmental record, including an application for tow truck driver;
 - c. have been convicted of four (4) or more moving violations of the traffic laws of this state or any other state within the twelve (12) month period immediately preceding the date of application;
 - d. have two (2) suspensions pursuant to the provisions of the Police Authorized Tow Agreement with the City of Dickinson within any twelve (12) month period; and
 - e. have been suspended from operating pursuant to any prior Police Authorized Tow Agreement with the City within three (3) years immediately preceding the date of the application.

III. TERM OF CONTRACT

Any contract awarded in response to this RFP will be for one (1) year period. The City shall have the option to renew the contract for an additional N/A () years upon approval by the City Council.

IV. AMENDMENTS TO RFP

Changes, amendments, or written responses to questions received in response to this RFP may be posted on the City's website. It is the Respondent's responsibility to review this RFP and be sure Respondent fully understands what is requested. It is also Respondent's responsibility to review the City's website to determine if any amendments have been made to this RFP prior to submission of the proposal. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications contained in this RFP, and changes to the RFP, if any, shall be made in writing only.

Respondent is expected to review this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED INCOMPLETE, NON-RESPONSIVE AND DISQUALIFIED FROM CONSIDERATION.**

V. SUBMISSION OF PROPOSALS

Respondents shall submit one (1) original, signed in ink, and ten (10) copies of their proposal, in a sealed package, clearly marked on the front of the package "Police-Authorized Tow Services." All proposals must be received by the City Secretary's Office no later than **10:00 a.m.** Central Standard Time, on **May 24th**, **2010**. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the City Secretary's Office prior to the time and date set for submission of proposals. Any proposal or modification received after this time shall not be considered.

Address:

City Secretary
City of Dickinson, Texas
4403 Highway 3
Dickinson, TX 77539

Proposals send by facsimile or email will not be accepted.

All proposals must include the following:

1. A completed Application signed by the authorized individual, a blank copy of the application is attached to this RFP;
2. A completed Pricing Schedule, a blank copy of which is attached to this RFP;
3. Acceptable documentation indicating compliance with all insurance requirements of the City, State or other regulatory agency;
4. A completed Conflicts Disclosure form, a blank copy of which is attached to this RFP; and
5. Completed background check authorizations for each tow truck driver to be included in the Respondent's operation plan, a blank copy of which is attached to this RFP.

Respondents who submit proposals in response to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and/or partnership clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any. No nicknames, abbreviations, unless part of the legal title, shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11 digit Comptroller's Taxpayer Number in their response to this RFP.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on their proposal, the Chief of Police or his designee shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

All provisions in the Respondent's proposal, including any estimated or projected costs, shall remain valid for one-hundred twenty (120) days following the deadline date for submissions, or if a proposal is accepted, throughout the entire term of the contract.

VI. EVALUATION CRITERIA

The City will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this RFP. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The City reserves the right to select any number up to four (4) or none of the Respondents to provide services. Final approval of the Respondents is subject to the action of the Dickinson City Council.

Evaluation Criteria:

- A. Experience, background and qualifications: _____%
- B. Proposed Operations Plan: _____%
- C. Proposed Towing Rates: _____%
- D. Payment to the City: _____%

The Contracts awarded, if any, will be awarded to the Respondent(s) whose proposals are deemed most advantageous to the City, as determined by the City Council, after consideration of recommendation of staff.

The City will require the selected Respondents to execute a contract with the City upon award by the City Council. The contract required to be signed is attached hereto as Exhibit "B."

City of Dickinson

Application in Response to Request for Proposals to perform Police-Authorized Tows

RESPONDENT NAME: _____ (Give exact legal name as it will appear on the contract, if awarded.)

PRINCIPAL ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

EMAIL ADDRESS: _____

SOCIAL SECURITY NUMBER or

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

TEXAS COMPTROLLER'S TAXPYER NUMBER: _____

(This 11 digit number is sometimes referred to as the Comptroller's TIN or TID.)

BUSINESS STRUCTURE OF RESPONDENT: (Please check a box)

- Individual or Sole Proprietorship. If checked, list Assumed Name, if any: _____
- Partnership
- Corporation. If checked, check one: For Profit Nonprofit Also check one: Texas Corporation Foreign Corporation
- Other. If checked, list type of business structure: _____ (LP, LLC, LLP, etc.)

PRINTED NAME OF PERSON TO SIGN CONTRACT: _____

CONTACT INFORMATION: List the one person who the City may contact concerning this proposal or setting dates for meetings.

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

EMAIL ADDRESS: _____

IS RESPONDENT AUTHORIZED AND/OR LICENSED TO DO BUSINESS IN TEXAS?

YES NO If "Yes" is checked, please list authorizations/licenses:

LOCATION OF RESPONDENT'S HEADQUARTERS:

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

DOES RESPONDENT HAVE FACILITIES LOCATED IN DICKINSON, TEXAS?

YES NO IF SO, HOW LONG: _____

HOW MANY FULL-TIME EMPLOYEES DO YOU EMPLOY AT YOUR DICKINSON FACILITY: _____

HAS THIS RESPNDENT OR ANY OF ITS PRINCIPALS BEEN SUSPENDED FROM CONTRACTING WITH ANY PUBLIC ENTITY?

YES NO If "YES," please identify the public entity and the name and current phone number of a representative with that public entity familiar with the suspension, and state the reason for or circumstances surrounding the suspension, including, without limitation, the period of time for such suspension:

HAS THE RESPONDENT EVER BEEN DECLARED BANKRUPT OR FILED FOR PROTECTION FROM CREDITORS UNDER STATE OR FEDERAL PROCEEDINGS?

YES NO IF "YES," STATE THE DATE, COURT, JURISDICTION, AND CAUSE NUMBER OF ANY SUCH PROCEEDING:

PROVIDE ANY OTHER NAMES UNDER RESPONDENT HAS OPERATED IN THE LAST 10 YEARS:

The undersigned certifies that (s)he is authorized to submit this Proposal on behalf of the entity named below:

Responding Entity Name

By: _____

Printed Name: _____

Title: _____

If this proposal is submitted by a Co-Respondent, an authorized signature from a representative of each Co-Respondent is required. Add additional signature pages as required.

By signing above, Respondent(s) agrees to the following:

1. If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract in the form demonstrated in the RFP with the understanding that the scope and compensation provisions will be negotiated and included in the final document;
2. If Respondent is a corporation, Respondent will provide a certified copy of the resolution evidencing authority to enter into the contract, if a person other than an officer of the corporation will be signing the contract;
3. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set for in the Police-Authorized Tow Agreement made a part of the RFP;
4. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Proposal; and
5. All statements made in this Application are true and correct and Respondent understands that any false statements or failure to disclose required information may result in disqualification of this Proposal from consideration;

POLICE AUTHORIZED TOW AGREEMENT

This Agreement is made and entered into by and between the City of Dickinson, Texas, a municipal corporation situated in Galveston County, Texas ("The City") and the Operator hereinafter identified.

WITNESSETH:

WHEREAS, the City Council has found that the public health, safety and welfare of the City will benefit from the regulation of tow trucks and tow truck operators performing tows requested and authorized by a City law enforcement officer, and

WHEREAS, the Operator hereinafter identified desires to perform police-authorized tows within the City upon the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the premises and covenants hereinafter set forth, the City and the Operator mutually agree as follows:

I DEFINITIONS

1.01 For the purpose of this Agreement the following words and phrases are defined and shall be construed as herein set forth unless it shall be apparent from the context that they have a different meaning:

Accident shall mean a situation where one or more motor vehicles have collided with any other motor vehicle or object.

Auto-wrecker shall mean any automobile, truck, or other vehicle used for the purpose of towing, carrying, pushing, or otherwise transporting any wrecked or disabled motor vehicle from one place to another for any purpose, including but not limited to, wrecking, storing, or repairing the vehicle.

Chief of Police shall mean the City's Chief of Police or his designee.

Custodial arrest shall mean a situation where a peace officer employed by the City takes the operator of a motor vehicle into custody and determines that it is necessary to cause the person's vehicle to be removed from the scene for storage or for use in a criminal investigation.

Heavy-duty wrecker shall mean an auto wrecker with a manufacturer's rated carrying capacity of not less than 6,000 pounds. Except where a distinction is made the term 'auto wrecker' as used in the Agreement includes 'heavy-duty wrecker'.

Motor vehicle shall mean any motor vehicle designed to be self-propelled and subject to registration pursuant to the Texas Certificate of Title Act except is shall not include any manufactured home as defined in TEX. REV. CIV. STAT. ANN. Art 5221f.

Non-consent tow shall mean any towing of a motor vehicle other than upon authorization of the vehicle owner or person in possession of the motor vehicle that is not a police-authorized tow.

Police-authorized tow shall mean towing of a motor vehicle upon authorization of a City law enforcement officer, rather than upon authorization of the owner or person in possession of the motor

vehicle under circumstances of stolen vehicle recovery, abandoned vehicle removal, removal of a wrecked, illegally parked or disabled motor vehicle, impoundment, or other removal authorized by law, or custodial arrest at which the owner or person in possession of the vehicle is incapable of making arrangements for removal of the vehicle, or any other circumstance in which the law enforcement officer authorizes the towing of a motor vehicle in connection with official duties and the owner or person in possession of the vehicle is not present or is not capable of making a determination with respect to the removal of the vehicle.

Vehicle owner shall mean the actual owner of the vehicle towed or transported or any driver of the vehicle who reasonably appears to have authority to operate the vehicle.

Vehicle storage facility shall mean a motor vehicle storage facility situated within the City that is operating under a current and valid license granted pursuant to the Vehicle Storage Facility Act, (Texas Occupations Code chapter 2303; Texas Transportation Code 643.101 et seq.) and that is in compliance with all State rules and regulations governing vehicle storage facilities, as well as all City ordinances affecting same.

Wrecker driver shall mean any individual who drives or operates an auto wrecker.

II.

Identity of Auto Wrecker and Operator

2.01 The auto wrecker(s) that may perform police-authorized tows under this Agreement is (are) identified in Exhibit "A" attached hereto and made a part hereof for all purposes.

2.02 The "Operator" who owns the auto wrecker is:

(Name of Owner; if married, include spouse name)

The Operator is: (Check one, as applicable)

- a. a proprietorship
- b. a partnership
- c. a limited partnership
- d. a corporation

A true copy of the vehicle title (or lease contract under which the auto wrecker is operated) evidencing ownership is attached to and made a part of this Agreement as Exhibit "B". Also attached, as Exhibit "C", is a copy of:

- a. assumed named certificate, if a proprietorship
- b. partnership agreement disclosing the names of all general or limited partners, if a partnership
- c. a copy of the articles of incorporation and certificate from the corporate secretary setting forth the names of all persons owning ten percent or more of the outstanding stock, if a corporation

2.03 The Operator agrees not to employ or allow any person to continue to be employed as an agent or employee upon or in any connection with the auto wrecker(s) who has been the owner or agent in any capacity of an auto wrecker for which an agreement with the City has been terminated for cause within the five year period preceding the effective date of this Agreement unless prior written

approval is obtained from the Chief of Police.

III. Terms and Conditions

3.01 *Unlimited Wrecker Permit Required.* The Operator identified herein must at all times maintain a valid Unlimited Wrecker Permit issued pursuant to Chapter 8, Article V, Division 2, of the City Code of Ordinances.

3.02 *City Wrecker Operator's License Required.* Every driver of an auto wrecker identified in this Agreement must at all times maintain a valid City Wrecker Operator's License issued pursuant to Chapter 8, Article V, Division 3, of the City Code of Ordinances.

3.03 *Safety Requirements and Required Auto Wrecker Equipment.* Each driver of an auto wrecker identified in this Agreement shall at all time comply with all safety requirements set forth in Chapter 8, Division 1, of the City Code of Ordinances. Operator agrees that each auto wrecker identified herein shall at all times be equipped as required by Chapter 8, Article V, Division 1, Section 139.

3.04 *Information to be Displayed on Wrecker.* The following information must be clearly and legibly painted or affixed by permanent decal in colors which contrast with the color of the door on the outside of both entrance doors of each auto wrecker in letters and numbers of at least three inches in height and one-half inch in width:

- 1) The name of the Operator or the name of the company under which the Operator is doing business;
- 2) The telephone number of the Operator or his agent where persons can call at any hour that the auto wrecker is in operation to obtain information as to the vehicle storage facility to which a vehicle was towed.

If any name or telephone number is visible on the outside of a auto wrecker other than the name or telephone number of the Operator as shown in this Agreement, such name or telephone number shall be registered with the Chief of Police on a form designated by the Chief of Police for that purpose.

3.05 *Auto Wrecker Decal/License Tag.* The Chief of Police shall provide a decal or license tag to the Operator for installation of each auto wrecker identified herein in a manner directed by the Chief of Police. The said decal or tag has been purchased at City expense and shall at all times be and remain the property of the City, subject to surrender by the Operator to the City upon termination of this Agreement or upon written request for surrender by the Chief of Police. Any use of a decal or license tag except for purposes of operation of the auto wrecker(s) identified in this Agreement shall automatically render this Agreement void and terminate this Agreement without notice contemporaneously with the commencement of the unauthorized use of such decal or tag.

3.06 *Insurance and Certificates of Insurance.* Without limiting any of the other obligations or liabilities of the Operator, the Operator, at its own expense, shall during the term of this Agreement purchase and maintain the hereinafter stipulated minimum insurance with companies duly licensed to write business in the State of Texas and rated A-or better by A.M. Best. The City shall be named as an additional insured on all required polices except Worker's Compensation, all policies shall be endorsed to provide that such policies shall not be canceled without thirty days prior notice being given to the City, and all policies shall be endorsed to provide a waiver of subrogation in favor of the City, its officers, agents, and employees. Valid certificates of Insurance showing the City as an additional insured, together with the endorsement by the issuing company that said polices shall not

be canceled without thirty days prior notice being given the City and the endorsements providing a waiver of subrogation in favor of the City, its officers, agents and employees shall be delivered to the City and reviewed for sufficiency by the City Administrator before this Agreement is executed and any work commenced:

- (1) Worker's Compensation as required by Texas law and Employer's Liability Insurance of not less than \$1,000,000 for each accident.
- (2) Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement, fully insuring the Operator's liability for injury to or death of owners, employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with the following limits:

General Aggregate	\$2,000,000
Products, Completed Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Medical Expense	\$ 5,000
Personal and Advertising Injury	\$1,000,000
Fire Damage	\$ 50,000

The Operator's insurance shall be primary.

- (3) Business Automotive Policy covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 combined single limit.

Deductibles on each insurance policy shall be no greater than \$2,500. The Operator shall be responsible for the payment of all deductibles.

3.07 Auto Wrecker Rotation List.

- (1) The Operator acknowledges that the City has established a rotation list of those operators that have entered into an agreement with the City such as this Agreement to perform police-authorized tows. Upon the effective date of this Agreement, the Operator's name shall be placed in the last position on the rotation list. Only one place on the list shall be allotted to the Operator notwithstanding the number of auto wreckers identified in this Agreement. The rotation list shall be maintained weekly in numerical order. When the Operator's name rotates to the number one position on the list, the Operator shall be entitled to seven consecutive days on the rotation list as the first operator to be called; thereafter, the next operator on the list shall rotate to the number one position and so on. If more than one auto wrecker is identified in this Agreement, the Operator shall be permitted to respond with more than one auto wrecker where more than one auto wrecker is requested and authorized by the City's Police Department.
- (2) The Operator agrees to maintain twenty-four hour service. The Operator must have a twenty-four hour telephone listing for police department use. Telephone numbers for both normal business hours and after hours must be furnished to the

police department. Any time the Operator is called by telephone and there is no answer after ten rings, the next operator on the rotation list shall be called until an operator is reached that responds. Any time the Operator makes three refusals (defined as being able to respond but not responding) or has five no responses to telephone call-outs within a six month period, the Operator may be removed from the rotation list and this Agreement may be terminated at the discretion of the Chief of Police.

- (3) The Operator agrees to make reasonable efforts to arrive at the designated area within fifteen minutes of receiving a call for a police-authorized tow. If the auto wrecker does not arrive within that time, the law enforcement officer requesting the police-authorized tow may notify the Police dispatcher to call the next operator on the rotation list.
- (4) In the event a heavy-duty wrecker is required and requested by the law enforcement officer and the auto wrecker(s) identified in this Agreement is (are) not a heavy-duty wrecker, the Police dispatcher shall call the next operator on the rotation list that is able to respond with a heavy-duty wrecker. In such event, the Operator shall not lose its place on the rotation list.

3.08 *Wrecker Slip Required.* No vehicle shall be towed hereunder unless a wrecker slip has been issued to the wrecker driver of the auto wrecker by the law enforcement officer. Such wrecker slip shall be filled out by the law enforcement officer on a form designated by the Chief of Police. The wrecker slip shall contain the following information:

- (1) A complete description of the vehicle to be towed, including the license plate number and the vehicle identification number;
- (2) Any visible damage to the inside or outside of the vehicle;
- (3) Any personal property contained within the vehicle which is visible from outside the vehicle;
- (4) Any visible missing parts or paraphernalia;
- (5) The location from which the vehicle is being towed;
- (6) The date and time the vehicle is picked up by the auto wrecker;
- (7) The reason the vehicle is being towed;
- (8) The location of the vehicle storage facility to which the vehicle is to be towed;
- (9) The towing fee;
- (10) The permit number of the auto wrecker being used for the tow;
- (11) The signature and employee number of the law enforcement officer authorizing the tow;
- (12) The signature and wrecker license number of the wrecker driver.

3.09 *Disposition of Towed Vehicles.* The Operator agrees that a motor vehicle towed pursuant to a police-authorized tow shall only be towed to a vehicle storage facility as that term is defined herein and which is in compliance with all State and local laws, rules and regulations governing such vehicle storage facility. The wrecker driver signing the wrecker slip shall be able to account for the vehicle at all times until the vehicle has been accepted by an agent of the vehicle storage facility set out in the wrecker ticket. No fee shall be charged for towing any vehicle under the direction and authority of a law enforcement officer unless the wrecker driver has obtained a completed wrecker slip. Operator further agrees that a motor vehicle towed pursuant to a non-consent tow and performed within the City by an auto wrecker identified in this Agreement shall only be towed to a vehicle storage facility as that term is identified herein and which is in compliance with all State and local laws, rules and regulations governing such vehicle storage facility.

3.10 *Towing Charges.* The Operator agrees that it will perform police-authorized tows in consideration of a fee in an amount not to exceed \$ 100.00 for conventional tows, provided that if the auto wrecker identified herein is a heavy-duty wrecker and is performing a police authorized tow for which the services of a heavy-duty wrecker are required, then the maximum fee is an amount not to exceed \$ 50.00 per hour, with a one hour minimum. An additional fee not to exceed \$ 37.50 per quarter hour may be charged for up-righting of rollover or wrecked vehicles. These charges shall apply whether the tow is performed during the day, at night, on a Saturday or Sunday, or on a holiday. No fee shall be imposed for a vehicle hooked up but not removed from the scene if a law enforcement officer directs that vehicle be released by the auto wrecker upon request of the vehicle operator. No wrecker performing a police-authorized or non-consent tow shall remove or tow more than one vehicle at a time.

3.11 *Responsibility for Payment of Towing Charges.* The Operator acknowledges and understands that the City shall not be obligated to pay any fees or charges to the Operator nor any expenses incurred by the Operator in connection with the police-authorized towing services performed under the terms of this Agreement. The Operator is solely responsible for the collection of such indebtedness from the vehicle storage facility accepting the vehicle for storage, or the vehicle owner, or other responsible party. It is further understood by the Operator that this Agreement does not constitute any guarantee, promise or obligation by the City to cause any vehicle to be towed by the Operator.

3.12 *Term.* The term of this Agreement shall commence upon the effective date and shall terminate one year after issuance date, unless terminated in accordance with the terms of this Agreement.

3.13 *Termination Without Cause.* The City may terminate this Agreement, without cause, upon thirty days written notice to the Operator. The Operator may terminate this Agreement, without cause, upon thirty days written notice to the City.

3.14 *Termination For Cause.* This Agreement may be terminated immediately and without notice upon the occurrence of any of the following events:

- (1) Any attempt by the Operator to assign, subcontract, lease or sublet any obligation assumed hereunder unless the Operator has received prior written approval from the City therefore.
- (2) Any attempt by the Operator to sell the auto wrecker(s) or any interest therein including, but not limited to, the conveyance of any partnership interest, if a partnership or the cumulative transfer of ten percent or more of the outstanding stock, if a corporation, unless the Operator has received prior written approval from the City therefore.
- (3) Any use of a decal or license tag issued to the Operator under Section 3.05 of this Agreement except for the purposes of operation of the corresponding auto wrecker(s) identified in this Agreement.
- (4) Failure to comply with all applicable laws, statues, ordinances, rules and regulations, whether federal, state or local, including but not limited to those regulating or related to the disposition of impounded vehicles.
- (5) Failure to comply with any term or condition of this Agreement.

3.15 *Indemnification.* The Operator is and shall be an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent or employee of the City. The Operator shall defend, indemnify and hold harmless the City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of or resulting from the performance of this Agreement or caused by the negligent act or omission of the Operator, its officers, agents, employees, subcontractors, licensees, or invitees.

3.16 *Notices.* Any notice that is required or permitted to be given by the City to the Operator hereunder may be given by personal delivery, facsimile with confirming copy, or mailed to the Operator by certified U.S.P.S., return receipt requested, postage prepaid, addressed as follows:

Any notice that is required or permitted to be given by the Operator to the City hereunder may be given by personal delivery, facsimile with confirming copy or mailed to the City by certified U.S.P.S., return receipt requested, postage prepaid, addressed as follows:

City of Dickinson
Attn: City Administrator
4403 Highway 3
Dickinson, TX 77539

Fax 281-337-6190

Notices mailed as above shall be deemed given on the third regular postal delivery day after the date of their deposit in the U.S.P.S. Notices delivered by personal delivery shall be deemed delivered given upon their delivery. Either party may change its address for notice upon written notice to the other party.

3.17 *Entire Agreement.* This Agreement, inclusive of the documents incorporated herein by reference or as exhibits hereto, constitutes the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and it may be amended only by an instrument in writing executed by both parties.

3.18 *No Assignment.* The rights granted to the Operator and the obligations herein assumed by the Operator shall be personal to the Operator and shall only apply to the auto wrecker(s) identified in this Agreement. This Agreement shall terminate upon any attempted assignment, subcontract, lease or other subletting of any obligation assumed hereunder unless the Chief of Police has given prior written approval therefore.

3.19 *Governing Law.* The laws of the State of Texas and the Charter and Ordinances of the City shall govern the interpretation, validity, performance, and enforcement of this Agreement.

3.20 *Conflicts with State or Federal Regulations.* To the extent of any difference between any valid and applicable provisions of State or Federal laws, rules or regulations adopted from time to time by any state or federal agency having jurisdiction of auto wreckers, the Operator identified herein, and/or the performance of the services contemplated by this Agreement and the terms and provisions of this Agreement, the more restrictive shall apply. However, no provision of this Agreement shall be construed to obligate the Operator to violate any State or Federal laws, rules or regulations. In the event the Operator becomes aware of any situation in which compliance with the terms of this Agreement would be in violation of any such State or Federal laws, rules or regulations, the Operator shall notify the Chief of Police thereof in writing and such notice shall terminate this Agreement unless it is amended by a subsequent mutual written agreement signed by both parties.

IN WITNESS WHEREOF, this Agreement is executed effective on this the _____ day of _____, 20____.

ATTEST: *(if corporation)*

OPERATOR

By: _____

(Print or Type Name)

(Title)

CITY OF DICKINSON, TEXAS

By: _____
City Administrator

ATTEST:

City Secretary

ORDINANCE NUMBER 644-2008

AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, REPEALING ORDINANCE NUMBERS 523-97, 529-2004 AND 564-2005, ALL BEING CODIFIED AS ARTICLE V, AUTO WRECKERS, OF CHAPTER 8, LICENSES AND BUSINESS REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY; ADOPTING A NEW ARTICLE V, TOW TRUCKS, OF CHAPTER 8, LICENSES AND BUSINESS REGULATIONS, OF THE CODE OF ORDINANCES TO ESTABLISH RULES AND REGULATIONS GOVERNING THE TOWING OF VEHICLES WITHIN THE CITY; PROVIDING OTHER MATTERS ON THE SUBJECT; REPEALING ALL OTHER ORDINANCES OR PARTS THEREOF INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY AND SAVINGS; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED FIVE-HUNDRED DOLLARS (\$500.00) FOR ANY VIOLATION OF THE PROVISIONS OF THIS ORDINANCE, WITH EACH DAY OF VIOLATION CONSTITUTING A SEPARATE OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 23, 1997, by Ordinance Number 325-97, on June 22, 2004, by Ordinance Number 529-2004, and on November 8, 2005, by Ordinance Number 564-2005, the City of Dickinson, Texas ("City"), adopted rules and regulations governing the towing of vehicles within the City in accordance with the Federal Aviation Administration Act of 1994 ("the Act") and the laws of the State of Texas, and such ordinances were codified as Article V, Auto Wreckers, of Chapter 8, Licenses and Business Regulations, of the Code of Ordinances of the City; and

WHEREAS, the Texas Legislature adopted significant new statutory regulations governing the towing of vehicles, tow trucks, tow truck drivers, and vehicle storage facilities; and

WHEREAS, the City of Dickinson desires to update its regulations regarding the towing of vehicles, tow trucks, tow truck drivers, and vehicle storage facilities to remain consistent with Texas law; and

WHEREAS, additionally, the City desires to revise the process by which towing companies are chosen to provide service within the City; and

WHEREAS, the City Council of the City hereby finds that the regulations contained in this ordinance are in the best interest of the health, safety, and welfare of its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble to this Ordinance are hereby found to be true and correct.

Section 2. The following Ordinances are hereby repealed in their entirety:

- (a) Ordinance Number 325-97, duly passed and approved on September 23, 1997.
- (b) Ordinance Number 529-2004, duly passed and approved on June 22, 2004.
- (c) Ordinance Number 564-2005, duly passed and approved on November 8, 2005.

Section 3. Article V, Auto Wreckers, of Chapter 8, Licenses and Business Regulations, of the Code of Ordinances of the City of Dickinson is hereby deleted in its entirety.

Section 4. Chapter 8, Licenses and Business Regulations, of the Code of Ordinances of the City of Dickinson is hereby amended by the adoption of a new Article V to be entitled "Tow Trucks" and to read in its entirety as follows:

ARTICLE V. TOW TRUCKS

DIVISION 1. GENERALLY

Sec. 8-131. Definitions.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them below, except where the context of their usage clearly indicates otherwise:

Consent tow shall mean any tow of a motor vehicle initiated by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle. The term does not include a tow of a motor vehicle initiated by a peace officer investigating a traffic accident or traffic incident that involves the vehicle.

Heavy-duty tow truck shall mean a tow truck with a manufacturer's rated carrying capacity of not less than six-thousand (6,000) pounds. Except where a distinction is made, the term "tow truck" shall include a "heavy-duty tow truck."

Non-consent tow shall mean any tow of a motor vehicle that is not a consent tow.

Police-authorized tow shall mean the towing of a motor vehicle authorized by a police officer of the city rather than the owner or operator of the motor vehicle under circumstances of recovery of a stolen vehicle, removal of an abandoned, wrecked, illegally parked or disabled motor vehicle, or custodial arrest where the owner or operator of the vehicle is incapable of making arrangements for removal of the vehicle, and any other circumstances in which a police officer of the city authorizes the towing of

a motor vehicle in connection with the officer's official duties and the owner or operator of the motor vehicle is not present or is not capable of making a determination with respect to the removal of a vehicle.

Tow truck shall mean a motor vehicle, including a tow truck, equipped with a mechanical device used to tow, winch, or otherwise move another motor vehicle. The term "tow truck" shall not be construed to include a service car or other vehicle not equipped with a mechanical device for transporting wrecked or disabled vehicles and not used for such purpose, such as service cars equipped with compressed air containers and tools for performing minor repairs not involving the towing or transporting of wrecked or disabled vehicles or vehicles used by citizens on rare occasions to push or pull another vehicle.

Towing company shall mean an individual, association, corporation, partnership, company, or any other legal entity that controls, operates or directs the operation of one or more tow trucks over a public roadway in this state, but does not include a political subdivision of this state.

Tow truck driver shall mean a person who operates a tow truck on the streets of the city or the public roadways of this state, whether on his own account or in the employ of another.

Transfer and service permit shall mean a permit issued annually by the city which authorizes the holder thereof to perform consent tows.

Unlimited towing permit shall mean a permit to be issued annually by the city which authorizes the holder thereof to answer calls from the police for police-authorized tows pursuant to police-authorized tow agreement, as well as all other non-consent tows and all consent tows.

Vehicle storage facility shall mean a storage facility, as defined by Section 2303.002 of the Texas Occupations Code, that is operated by a person who holds a license issued pursuant to Chapter 2303 of the Texas Occupations Code to operate the facility.

Sec. 8-132. Consent tows.

- (a) An owner or person in possession of a motor vehicle may at any time request that their vehicle be towed to any location, for any purpose, and may use any tow truck they desire to tow their motor vehicle as long as the tow truck meets the following requirements:
 - (1) The tow truck displays a valid tow tag and license issued by the State of Texas Commission of Licensing and Regulation as required by Chapter 2308 of the Texas Occupations Code; and

- (2) If the owner of the tow truck has a place of business located within the city, the tow truck shall display a valid transfer and service permit issued by the city.

Sec. 8-133. Non-consent tows.

- (a) A tow truck or towing company performing non-consent tows within the city must have a valid tow tag issued by the State of Texas Commission of Licensing and Regulation as required by Chapter 2308 of the Texas Occupations Code.
- (b) Whenever a person other than the registered owner or person in possession of a motor vehicle, including a registered lienholder of the motor vehicle, authorizes the tow of a vehicle, that person or his agent shall make an oral report to the police department within one (1) hour of the time the vehicle was towed which shall include the following information:
 - (1) The license plate of the towed vehicle;
 - (2) The vehicle identification number of the towed vehicle;
 - (3) The year, make, model, and color of the towed vehicle;
 - (4) The name, address and telephone number of the person authorizing the tow or the lienholder requesting the vehicle to be repossessed; and
 - (5) The location from which the vehicle was towed, the date and time of the tow, and the name, street address, and telephone number where the vehicle was taken for storage.

Sec. 8-134. Police-authorized tows.

- (a) No tow truck driver or towing company may perform police-authorized tows within the city except upon authorization of a contract executed under this section.
- (b) The city shall enter into police-authorized tow agreements with no more than four (4) towing companies to be determined by the City Council. Any towing company desiring to enter into a police-authorized tow agreement with the city shall respond to a request for proposal (RFP) issued by the city. Requests for proposal shall be evaluated by the chief of police and a recommendation shall be made to the City Council, which shall make the final selection. The final selection of towing companies with which the city will enter into a police-authorized tow agreement shall be made on a nondiscriminatory basis evaluating factors including, but not limited to, proposed tow fees, past history of service with the city, and ability to provide service on a timely basis.

- (c) No towing company or tow truck driver shall be permitted to submit a response to a request for proposal provided herein if the applicant or any employee or owner of the applicant (including partners of a partnership and stockholders of a corporation) has had an agreement hereunder terminated for cause within the preceding five (5) years. The foregoing provision shall apply to agreements that are not renewed or are terminated by the operator under threat of termination for cause in the same manner as those that have actually been terminated for cause.

Sec. 8-135. Parking upon arrival.

Whenever a tow truck arrives at a place where a motor vehicle is wrecked or disabled, the tow truck driver shall park his vehicle as close to the street curb as possible and otherwise dispose of it in such a manner as not to interfere with traffic. No tow truck shall be parked within one hundred (100) feet of a wrecked or disabled vehicle unless otherwise directed by a police officer at the scene. The driver or any occupant of the tow truck shall remain at or near the tow truck and not approach any party involved in the wrecked or disabled vehicle. Only one (1) tow truck from the same company shall be allowed at the scene of a wrecked or disabled vehicle or at the scene of any police call for tow trucks.

The fact that a police officer is not present at the scene of an accident when a tow truck arrives shall not constitute an exception to this section nor any other section, and it shall be the duty of the owner or driver desiring to tow or haul any wrecked or disabled vehicles from the scene of an accident to cause the police to be notified of the occurrence of the accident and to await the arrival of a police officer.

Sec. 8-136. Igniting matches or smoking at scene of accident.

No tow truck driver shall, nor allow any person under his control to, ignite a match, lighter or other flammable object within a distance of fifty (50) feet in any direction from the location of a vehicular accident. The tow truck driver and any person under his control shall not enter into such area with a lighted cigarette, cigar, pipe, or other burning material. The provision of this section shall not apply to the required safety equipment described in Section 8-139.

Sec. 8-137. Obedience to, interference with police officers.

- (a) All tow truck drivers arriving at the scene of an accident or any police-authorized tow shall obey all lawful orders given them by any police officer at the scene and shall not interfere with such police officer in the performance of his or her duties.
- (b) A tow truck driver shall not remove any wrecked or disabled vehicle from the scene of an accident or any request for a police-authorized tow or load or attach a tow truck to a wrecked or disabled vehicle until the police officer in charge of the scene has completed the investigation and authorized the tow truck driver to remove the vehicle.

- (c) A tow truck may be denied to match for a tow if the tow truck is observed violating any laws of the State or City while en route to any tow truck call for service. This shall be at the discretion of the investigating police officer in charge of the scene.
- (d) Any officer may confiscate a city tow truck driver's license if the tow truck driver interferes with the officer while at the scene. If any tow truck driver's license is confiscated, it shall be accompanied by a written memo indicating the reason for the confiscation and given to the on-duty supervisor. The supervisor shall then forward the confiscated item, along with a memo, to the chief of police or his designee. The chief of police shall investigate or cause an investigation to be conducted as to any further disciplinary action such as revoking or suspending the tow truck driver's license or terminating the police-authorized tow agreement, if any, or both.

Sec. 8-138. Designation of towing company.

- (a) Upon arrival at the scene of a wrecked or disabled vehicle the police officer shall determine if a police-authorized tow is necessary. If a police-authorized tow is necessary, the police officer shall advise dispatch and a rotation list shall be utilized to dispatch the required number of tow trucks to the scene.
- (b) If the owner or driver of a motor vehicle that is wrecked or disabled has a tow truck preference, that request will be honored if it would not cause undue delay and immediate towing is unnecessary. Any towing company may tow the vehicle at the owner's or driver's request as long as it has a valid license issued by the State of Texas Commission of Licensing and Regulations as required by Chapter 2308 of the Texas Occupations Code. If the wrecked or disabled vehicle has any part or portion thereof upon the roadway, the tow truck responding to the owner's or driver's request shall have fifteen (15) minutes to arrive at the scene and remove the vehicle, or such shorter period of time if in the discretion of the police officer on the scene such shorter period of time is necessary to protect the safety and welfare of the public; otherwise, the vehicle may be towed pursuant to a police-authorized tow.

Sec. 8-139. Required equipment.

The following equipment is required on every tow truck performing police-authorized towing services with the city:

- (1) Fire extinguisher(s), being defined as that piece of equipment commonly carried to extinguish fires caused as a result of an auto accident or collision. Such fire extinguisher shall be the standard BC type, either one(1) ten-pound or two (2) five-pound fire extinguishers with a gauge, properly filled and readily accessible for use.
- (2) Three (3) flares, each of which shall be capable of being seen and distinguished at a distance of not less than 600 feet under normal atmospheric conditions at nighttime.

- (3) One (1) broom of a type designed for pushing with an 18-inch head and a handle of not less than 36 inches.
- (4) No less than five (5) gallons of dry sand or other absorbent which is at least as effective as sand in absorbing liquid.
- (5) One (1) five-gallon container to carry glass and debris cleaned from streets when picking up a wrecked vehicle.
- (6) One (1) flat-edged shovel of at least nine (9) inches, with a handle of not less than 36 inches.
- (7) One (1) wrecking bar of not less than 36 inches in length with a wedge head.
- (8) If the vehicle being towed does not have functional taillights, temporary lighting must be provided.
- (9) If the tow truck is a heavy-duty tow truck, the heavy-duty tow truck must be equipped with a winch capable of lifting a minimum of 30,000 pounds. If one (1) winch line is used, it shall be at least $\frac{3}{4}$ inches in diameter. If two (2) winch lines are used, each shall be at least $\frac{5}{8}$ inches in diameter. Additionally, a heavy-duty tow truck shall be equipped with an "A" frame capable of being used for lifting vehicles, trucks, trailers or equipment, air brakes and air lines, and must have a tow bar that is sufficient to prevent the swinging of any equipment being transported by such heavy-duty tow truck.

Sec. 8-140. Clearing debris.

- (a) It shall be the duty of the tow truck driver of each tow truck that picks up a wrecked or disabled vehicle for the purpose of towing to clear the street of any and all debris, parts, or glass. In the event two (2) or more tow trucks pick up vehicles for towing, it shall be the duty of each tow truck driver to clear the street of debris, parts, or glass.
- (b) Any other person who removes a wrecked or disabled vehicle from a street shall remove any glass or other injurious substance dropped upon the street from such vehicle.

Sec. 8-141. Charges, police-authorized and non-consent tows.

- (a) The standard service charge for towing a vehicle as a non-consent tow shall not exceed the maximum rate established by the State for a city that does not regulate fees that may be charged or collected for a non-consent tow of a vehicle from private property.
- (b) If the police department requires a vehicle to be towed or the vehicle to be moved from the location to which it was originally towed to another location within the city, the city-licensed tow truck driver may charge and collect a fee for the tow of such vehicle not to exceed that provided by the towing company's or tow truck driver's agreement executed under Section 8-134 above and/or city resolution.

- (c) All charges shall be listed on the towing invoice and the permit holder shall maintain a separate file for invoice copies pertaining to non-consent and police-authorized towing services for a period of two (2) years from the invoice date. Any officer of the police department may inspect such invoice(s) during regular business hours. Every invoice required to be kept under this section shall contain the towed vehicle's description by make, model, year, license number, and name of the tow truck driver in addition to charges incurred. Every invoice on non-consent tows shall include the above information along with the name, address, and phone number of the person authorizing the tow, accompanied with the reason the vehicle was towed, and the name, street address, and telephone number where the vehicle was taken for storage. Every invoice for police-authorized tows shall also include the name and badge number of the police officer who authorized the tow.
- (d) Before January 31 of each year, a towing company shall file with the city police department a schedule showing each fee that the towing company charges or collects in connection with a non-consent tow.
- (e) Any towing company authorized to perform non-consent tows in the city may request that the city perform a towing fee study pursuant to Section 2308.203 of the Texas Occupations Code by filing, in writing, with the police chief a request for the city to perform a towing fee study. Upon conclusion of the towing fee study, the city council shall amend the fee allowed for non-consent and police-authorized tows at amounts that represent the fair market value of the services of a towing company and are reasonably related to any financial or accounting information provided to the governing body.

DIVISION 2. PERMITS

Sec. 8-142. Required classes.

- (a) It shall be unlawful for any person who has a place of business located within the city or displays a business name and address located within the city to drive, operate, or cause to be driven or operated any tow truck upon any public street in the city for the purpose of towing or hauling wrecked or disabled vehicles to or from any location in the city, for hire, or as an incident to obtaining the business of storing, wrecking or repairing such wrecked or disabled vehicles for any purpose, without having first obtained a permit from the city.

- (b) It shall be unlawful for any person to drive, operate, or cause to be driven or operated any tow truck upon any public street in the city for the purpose of towing or hauling wrecked or disabled vehicles to or from any location in the city, for hire, or as an incident to obtaining the business of storing, wrecking or repairing such wrecked or disabled vehicles or for any purpose, if such towing or hauling is performed without the consent of the vehicle owner or the person in possession of the vehicle without having first obtained a permit from the city.
- (c) There shall be two (2) classes of permits:
 - (1) Transfer and service permit:
 - A. Permits the owner of such permit to respond to consent tows within the city. A transfer and service permit shall only be required to perform consent tows within the city if the towing company or owner or operator of the tow truck has a place of business within the city.
 - (2) Unlimited towing permit:
 - A. Permits the holder to respond to consent and non-consent tows within the city and to be eligible to enter into a police-authorized tow agreement pursuant to the procedures set forth in this article.
- (d) Each permit issued pursuant to this section shall expire on December 31 of each calendar year unless sooner revoked or terminated.

Sec. 8-143. Application.

- (a) Any person desiring to operate an tow truck in the City shall apply in writing for a permit to the chief of police and shall state the following in the application:
 - (1) The name and address of the applicant. If an individual, the application shall so state. If a partnership, the partnership name and address shall be given together with the names and addresses of all partners. If a corporation, the corporate name and office address shall be given, together with the names and addresses of the president and secretary;
 - (2) The number of tow trucks an applicant desires to operate, listing the make, model, motor number, state tow tag number, and state license number for each tow truck; and
 - (3) Whether the applicant desires a transfer and service permit or an unlimited towing permit.

Sec. 8-144. Fee.

The application for an annual permit required by the provisions of this Article shall be accompanied by a permit fee established by resolution of the City Council.

Sec. 8-145. Insurance.

- (a) Before any permit shall be issued under the provision of this Article or before any renewal of such permit shall be granted, the application or permittee shall be required to file with the chief of police or his designee, and keep in full force and effect, satisfactory evidence that the applicant or permittee has given proof of financial responsibility to the Texas Department of Public Safety as defined in the Texas Motor Vehicle Safety Responsibility Act (Texas Transportation Code §601.002 et seq.) and has complied with the provisions of such Act, as now enforced or hereafter amended.
- (b) The chief of police or his designee is authorized to promulgate reasonable regulations as to the type and character of evidence that shall be required to show that the applicant or permittee has made proof of financial responsibility to the Texas Department of Public Safety. If such proof of financial responsibility is evidenced by an insurance policy, such policy shall be carried with an insurance company admitted to do business in the State of Texas and performable in Galveston County. The chief of police or his designee shall suspend, cancel, or revoke any tow truck permit, without further notice to the applicant or permittee, if financial responsibility is not in full force and effect at any time during the permit.
- (c) The insurance required by this section shall be of limits of not less than the minimum required by State law. Proof of insurance shall be in the form of a "Certificate of Insurance" issued to the city and must be submitted in response to a Request for Proposal issued by the City pursuant to Section 8-134 above.

Sec. 8-146. Issuance of permit.

After an applicant has filed an application for a transfer and service permit, an unlimited towing permit, or a towing company has been selected by the city council pursuant to a Request for Proposal issued by the City pursuant to Section 8-134, has remitted the appropriate permit fee, and submitted a certificate of insurance, and the chief of police or his designee has examined the same and found them to be in compliance with the terms of this Article, and the chief of police has approved the application, the chief of police or his designee shall issue to the towing company the appropriate permit to operate a tow truck in the city.

Sec. 8-147. Contents.

Every permit issued under the provisions of this Article shall be dated and numbered, shall bear upon its face a notice that the same expires on December 31 of each year, and shall show the make, model, motor number, and state license number of each tow truck permitted to operate within the city, and where the operator has entered into a

police-authorized tow agreement with the city, the tow truck decal or license tag given to it by the chief of police.

Sec. 8-148. Additional vehicles.

- (a) When an applicant has obtained a tow truck permit and thereafter desires to increase the number of tow trucks to be operated, the permit holder shall file a supplemental application setting forth the permit number and the fact that he desires to operate additional tow trucks, giving the make, model, motor number, state tow tag number, and state license number of each additional tow truck. The permit holder shall also file the proper permit fee to cover the additional number of tow trucks.
- (b) The permit holder shall also file a new certificate of insurance covering the additional tow trucks with the chief of police or his designee.
- (c) The chief of police or his designee shall examine such supplemental tow truck applications, fees, and certificates of insurance and, if the same are found to be in compliance with the terms of this Article, shall issue a supplemental permit covering the additional tow trucks.
- (d) There will be no limit on the number of permits issued to any one (1) applicant, whether the permits are transfer and service or unlimited.
- (e) Tow truck drivers shall be allowed to increase the number of tow trucks operated pursuant to a police-authorized tow agreement by complying with the provisions of this section and the provisions of such agreement. If the application is approved, a decal or license tag will be issued for each additional tow truck.

Sec. 8-149. Replacement of vehicle.

Whenever a permittee wishes to discontinue the use of a tow truck during the period covered by a permit and replace such tow truck with another, the permittee shall file an affidavit stating that the use of the tow truck covered by the permit has been discontinued, and the permittee desires to use another tow truck in its place. A certificate from the permit holder's surety or insurer shall be attached to the affidavit evidencing that such surety or insurer has been notified thereof and agrees thereto. The chief of police or his designee shall then issue to the permittee a supplemental permit covering the new tow truck and cause the description of the old tow truck to be canceled from the original permit. In the affidavit, certificate from the surety or insurer, and supplemental permit, the old and new tow trucks shall be described by make, model, motor number, state tow tag number, state license number, and decal or license tag, if applicable.

Sec. 8-150. Rules; regulations.

The chief of police or his designee is empowered to prescribe regulations for the displaying of signs on tow trucks showing that the same have been licensed as herein provided. The name, physical address, and telephone number of the permit holder shall be clearly visible and shall, at a minimum, meet the following requirements:

- (1) The name and telephone number of the permit holder shall be in letters three inches (3") in height and located on the doors of the tow truck.
- (2) The physical address of the permit holder shall be two inches (2") in height and located on the doors of the tow truck.

Sec. 8-151. Expiration.

All permits issued under the provisions of this Article are nontransferable and shall expire on December 31 of each year. Applications for renewal and the renewal fee must be received no later than December 1 of each year. Failure to submit an administratively complete application and renewal fee by December 1 of each year shall result in the denial of the application for permit.

Sec. 8-152. Revocation.

A permit issued under the provisions of this Article may be denied, suspended, canceled or revoked by order of the chief of police for any of the following reasons:

- (1) The permit holder has not been in compliance with the requirements of this Article at any time since the permit has been issued;
- (2) The permit holder has committed any violation of state law regulating tow trucks;
- (3) The permit holder has committed any violation of the ordinances regulating tow trucks;
- (4) The permit holder has violated any rules or regulations issued by the authority of the chief of police;
- (5) There have been three (3) or more violations of the ordinances regulating tow trucks within any one (1) year period by any one driver operating a tow truck of the permit holder or by any other agents or employees of the permit holder;
- (6) There have been four (4) or more moving violations of the motor vehicle laws of the State of Texas within any one (1) year by any one driver while operating a tow truck of the permit holder;

- (7) The permit holder knowingly supplies false or incomplete information to obtain or maintain a permit;
- (8) The permit holder has been convicted of a felony within the last three (3) years, placed on probation, or convicted of a crime involving moral turpitude within ten (10) years; or
- (9) The permit holder, his agent or employee fails to respond to tow truck calls from the police department in such a manner as to create unnecessary delays in the removal of wrecked or disabled vehicles from the roadway.

Sec. 8-153. Appeal.

An applicant for a permit under this Article shall have the right to appeal the decision of the chief of police to the city council within ten (10) calendar days, which appeal shall be perfected by delivering, in writing, seven (7) copies of the same to the city secretary for the city council, stating that an appeal from the decision of the chief of police is desired and the facts regarding same. The city council will schedule a hearing as soon as practicable after receiving such notice of appeal, grant a hearing thereof, and after the hearing of the appeal, shall within five (5) business days, sustain or reverse the decision of the chief of police. If no appeal of the findings of the chief of police is perfected within the time provided above, the decision of the chief of police shall be final; otherwise, the decision of the city council shall become final.

Secs. 8-154 – 8.160. Reserved.

DIVISION 3. TOW TRUCK DRIVERS

Sec. 8-161. State operator's license required.

It shall be unlawful for any person to drive a tow truck within the city unless such person holds a valid towing operator license issued by the Texas Department of Licensing and Regulation.

Sec. 8-162. City license required.

It shall be unlawful for any person to operate or drive a tow truck to perform non-consent or police-authorized tows unless such person has been issued and holds a valid tow truck driver's license issued by the city. It shall be unlawful for any person to operate or drive a tow truck to perform consent tows unless such person has been issued and holds a valid tow truck driver's license issued by the city if such person owns or represents a place of business located in the city.

Sec. 8-163. Application.

A person desiring a tow truck driver's license required by this Article shall make a written application therefore to the chief of police or his designee, which application shall be made upon a form provided by the city and which shall contain the following information and be accompanied by the required application fee:

- (1) The full name, age, and specific address of the applicant;
- (2) The full name of the person or owner for whom the applicant proposes to be employed;
- (3) The citizenship and length of residence of the applicant in the United States;
- (4) A full personal description of the applicant, including age, height, size, race, color of eyes, complexion, color of hair, body and facial marks, defects, and full fingerprints;
- (5) A statement of whether the applicant has been convicted of a felony and, if so, full information concerning the same;
- (6) A statement of whether the applicant has been convicted of a misdemeanor involving moral turpitude, and, if so, full information concerning the same;
- (7) A statement of whether the applicant has been convicted of moving violations under the motor vehicle traffic laws of the State of Texas and, if so, full information concerning the same; and
- (8) The number and date of issuance of the state operator's license issued to the applicant.

Sec. 8-164. Investigation.

The chief of police or his designee shall make or cause to be made such investigation of the applicant for a tow truck driver's license required by this Article as is necessary to determine if the applicant has ever been convicted of a felony or a misdemeanor involving moral turpitude and is fit and proper to drive and operate a tow truck within the city in a manner protective of the health and welfare of the citizens.

The tow truck permit holder or the owner of the tow truck service shall make or cause to be made such investigation into the character, experience, and qualifications of the applicant to ensure that the applicant is capable of safely and properly loading and towing motor vehicles without causing any damage to the towed vehicle or any property thereof.

Sec. 8-165. Issuance.

If the chief of police or his designee finds that the applicant is a fit person and property qualified to receive a city tow truck driver's license, he shall issue the requested license.

Sec. 8-166. Revocation, suspension or denial of tow truck driver's license.

A license issued under the provisions of this Article may be denied, suspended, canceled, or revoked by order of the chief of police for any of the following reasons:

- (1) The applicant or licensee has not been in compliance with the requirements of this Article at any time since the license was issued;
- (2) The applicant or licensee committed any violation of state law regulating tow trucks;
- (3) The applicant or licensee committed any violation of the ordinances regulating tow trucks;
- (4) The applicant or licensee violated any rules or regulations issued by authority of the chief of police;
- (5) The applicant or licensee has more than two (2) at-fault accidents within the last three (3) years;
- (6) The applicant or licensee has more than four (4) convictions for moving violations under the motor vehicle traffic laws of the state within the last three (3) years;
- (7) The applicant or licensee knowingly supplied false or incomplete information to obtain or maintain a license; or
- (8) The applicant or licensee has been convicted of a felony within the last three (3) years, placed on probation, or convicted of a crime involving moral turpitude within the last ten (10) years.

Sec. 8-167. Appeal.

If the chief of police finds that the applicant or licensee is unfit to hold a tow truck driver's license, the applicant or licensee shall have the right to appeal the decision of the chief of police to the city council within ten (10) calendar days, which appeal shall be perfected by delivering, in writing, seven (7) copies of the same to the city secretary for the city council, stating that an appeal from the decision of the chief of police is desired and the facts regarding same. The city council will schedule a hearing as soon as practicable after receiving such notice of appeal, grant a hearing thereof, and after the hearing of the appeal, shall within five (5) business days, sustain or reverse the decision of the chief of police. If no appeal of the findings of the chief of police is perfected within the time provided above, the decision of the chief of police shall be final; otherwise, the decision of the city council shall become final.

Sec. 8-168. Identification cards.

- (a) Upon compliance with this Article and approval of the license application, the applicant shall be issued a tow truck driver's license that shall contain a full-face photograph and a complete physical description of the licensee. Such license shall at all times be and remain the property of the city.
- (b) Such license shall remain in the possession of the tow truck driver at all times and shall be presented upon request to any police officer desiring to inspect the same.

Sec. 8-169. Expiration.

A tow truck driver's license issued under the provisions of this Division is nontransferable and shall expire on December 31 of each year. Applications for renewal and the renewal fee must be received no later than December 1 of each year. Failure to submit an administratively complete application and renewal fee by December 1 of each year shall result the denial of the application for a tow truck driver's license.

Sec. 8-170. Fee.

The application for an annual tow truck driver's license required by the provisions of this Division shall be accompanied by a nonrefundable application fee in an amount established by resolution of the City Council.

Sec. 8-171 – 8-185. Reserved.

Section 5. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of said Ordinances except those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided, however, that any complaint, action, claim or lawsuit that has been initiated or has arisen under or pursuant to any of the Ordinances or sections thereof that have been specifically repealed on the date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance or section thereof and for that purpose the Ordinance or section thereof shall remain in full force and effect.

Section 6. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 7. All rights and remedies of the City of Dickinson are expressly saved as to any and all violations of the provisions of any Ordinances affecting and which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 8.

8.01 Any person who intentionally, knowingly, recklessly or with criminal negligence violates any of the provisions of this Ordinance shall be deemed guilty of a Class C misdemeanor and, upon conviction, shall be fined, except as otherwise provided herein, in a sum not to exceed Five Hundred Dollars (\$500) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

8.02 If the City Council of the City of Dickinson determines that a violation of this Ordinance creates a threat to the public safety, the City of Dickinson may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity. The City of Dickinson is not required to give bond as a condition to the issuance of injunctive relief.

Section 9. This Ordinance shall be in full force and effect from and after its date of passage, in accordance with the law.

PASSED AND APPROVED on first reading this 22nd day of July, 2008.

PASSED AND APPROVED on second reading this 12th day of August, 2008.

PASSED, APPROVED, AND ADOPTED on third and final reading this ____ day of _____, 2008 (Third reading suspended).

Julie Masters, Mayor City of
Dickinson, Texas

ATTEST:

Carol L. McLemore, City Secretary
City of Dickinson, Texas

APPROVED AS TO FORM AND CONTENT:

Loren B. Smith, City Attorney
City of Dickinson, Texas

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the Local government not later than the 7th business day after the date the person becomes aware of the facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name each employee or contractor of the local governmental entity who makes recommendations to a local government Officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

5

Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only If the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the Questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

TO: _____

I, _____ hereby request and authorize you to furnish the City of Dickinson and/or the Dickinson Police Department with any and all written or oral information they may request concerning my work record, educational history, military record, general reputation, and financial status. This authorization is specifically intended to include any and all information of a confidential or privileged nature, as well as photocopies of such documents, if requested the information will be used for the purpose of determining my eligibility for employment as a _____ hereby releasing you and your organization from any liability which may or could result from furnishing the information requested above or from any subsequent use of such information in determining qualifications to serve as an employee of the City of Dickinson.

I understand that any information obtained by a personal history background investigation which is developed directly or indirectly, in whole or in part, upon this release authorization will be considered in determining my suitability for employment by the Dickinson Police Department.

I agree to pay any and all charges or fees concerning this request and can be billed for such charges.

A photocopy or FAX copy of this release form will be valid as an original thereof, even though the said photocopy or FAX copy does not contain an original writing of my signature.

Applicant's signature: _____

Date: _____

State of Texas
County of Galveston

Before me, the undersigned authority, a notary public on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expresses.

Given under my hand and seal of office this _____ day of _____ 20 ____.

(Seal)

Notary Public Signature

**City of Dickinson
Police-Authorized Tow Agreement
Price Schedule**

Non-Consent Towing Rate	\$ 100.00
Submerged Vehicles	\$ 150.00
Motorcycles	\$ 105.00
Uprighting / Rollover of a vehicle	\$ 50.00
Hazardous Material removal	\$ 35.00
Winch out / ditch pull	\$ 45.00 Each ½ hour