

**CITY OF ALTON
INSTRUCTIONS TO RESPONDENTS**

DEVIATION FROM SPECIFICATION

Please read your solicitation documents thoroughly and be sure that the SERVICE(S) offered comply(ies) with all requirements. Any variation from the solicitation documents must be clearly indicated by letter attached to and made a part of your solicitation documents. If no exceptions are noted, and you are the successful Bidder/Service, it will be required that the SERVICE(S) be provided as specified.

PURPOSE

(1) The purpose of these specifications is to award service contracts for Wrecker/Towing services. Selected Wrecker/Towing services shall provide all labor and equipment needed to perform services as described herein for the following services:

WRECKER/TOWING SERVICES

CONFORMANCE TO SPECIFICATIONS

(2) The Wrecker/Towing services to be furnished under this proposal shall be done in strict conformance with the specifications as noted in this Request for Qualification (RFQ) solicitation packet and the most recently adopted City of Alton Wrecker/Towing Ordinance. All specifications shown are minimum requirements. The most recently adopted Wrecker/Towing ordinance will prevail if a conflict exists between these instructions and the ordinance. There is no intention to disqualify any Wrecker/Towing service who can meet these specifications.

SUBMITTAL OF REQUEST FOR QUALIFICATION

(3) RFQ'S will be submitted in sealed envelopes as referenced on this solicitation. Each RFQ must be completely filled out. RFQs submitted by facsimile (fax) or electronically will NOT be accepted. Submittal of a RFQ in response to this solicitation for RFQs constitutes an offer by the Bidder/Respondent, and if accepted by the City, a contract. RFQs which do not comply with these specifications may be rejected at the option of the City. RFQs must be filed with the City of Alton, before opening day and hour. No late RFQs will be accepted; they will be returned to Respondent unopened.

Hand Delivered RFQs:

509 S. Alton Boulevard
C/o Jorge Arcaute

If using Land Courier (i.e. FedEx, UPS):

City of Alton
C/o Jorge Arcaute
509 S. Alton Boulevard
Alton, Texas 78573

If Mailing RFQs:

City of Alton
C/o Jorge Arcaute
509 S. Alton Boulevard
Alton, Texas 78573

INSTRUCTIONS TO RESPONDENTS Continued:

SEALED RFQ INSTRUCTION.

(4) Respondent must **attach a printed copy of their RFQ response** in accordance with the solicitation requirements. The City may consider non-responsive any response not prepared and submitted in accordance with the provisions herein and may waive any formalities and/or technicalities, or reject any and all submittals.

PREPARATION OF RFQ

(5) RFQs **MUST** give full firm name and address of Respondent, and be manually signed. Failure to do so will disqualify your RFQ. Person signing RFQ must show title or **AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT**. Company name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the proposal. A corporation shall execute the proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the proposal. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO RFQ

(6) RFQs **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by Respondent/Service guaranteeing authenticity. No RFQ may be withdrawn after opening time.

NO RFQ RESPONSE

(7) If unable to submit a RFQ, the Respondent/Service should return inquiry giving reasons.

SYNONYM

(8) Where in this solicitation RFQ package the word(s) Wrecker/Towing service is/are used, its meaning shall refer to the **WRECKER/TOWING SERVICE** for the City of Alton. Furthermore the words Vendor, Respondent, Bidder, & Service shall be considered synonymous.

DELAY IN SERVICE DELIVERY

(9) When delay can be foreseen, Respondent/Service shall give prior notice to City of Alton. Respondent/Service must keep City of Alton advised at all times of status of order. Default in promised service (without acceptable reasons) or failure to meet specifications, authorizes the City of Alton to solicit service elsewhere and charge increase in cost to defaulting service.

INSTRUCTIONS TO RESPONDENTS Continued:

(9a) Acceptable reasons for delayed service are as follows: Acts of God, (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; actions beyond the control of the successful Respondent.

CONSIDERATION OF GEOGRAPHIC LOCATION

(10) The geographical location(s) of Wrecker/Towing contract's facilities referenced Service will be given due consideration in evaluation and award of permits for Wrecker/Towing services.

TIME ALLOWED FOR ACTION TAKEN

(11) The City may hold the RFQs received for sixty (60) days after RFQ opening without taking action. Respondents are required to hold their RFQs firm for same period of time.

RIGHT TO REJECT/AWARD PROPOSALS

(12) The City of Alton reserves the right to refuse and/or reject issuing permits for any or all Wrecker/Towing Services responding to this request for Wrecker/Towing services and to issue permits with those Wrecker/Towing Services that in the opinion of the City are deemed to be the best and most advantageous. The City of Alton reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of Alton.

PREPARATION OF SUBMITTAL

(13) The City of Alton shall not be held liable for any costs incurred by any Respondent for work performed in the preparation of and production of a proposal/RFQ or for any work performed prior to execution of contract.

CONTRACT TERM

(14) Contract/Permit Term for this Service Contract shall be for a period of two (2) years. Permit time frame shall begin from date of official notice and end two years thereafter. The City of Alton reserves the option to extend the permit for two (2) additional years in one (1) year increments, if the performance of the successful Respondent(s) is satisfactory and the unit price(s) remain unchanged. The successful Respondents/service shall hold their unit prices firm for the initial two (2) year term of the service contract.

SERVICE/RESPONDENT EMPLOYEES

(15) Neither the Wrecker/Towing Service nor his/her employees engaged in the Wrecker/Towing Service for the City of Alton shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the Wrecker/Towing Service's personnel. The City shall have the right of inspection of said undertakings as stated in the specifications.

INSTRUCTIONS TO RESPONDENTS Continued:

EXECUTION OF CONTRACT

(16) The contract/permit shall be deemed as having been awarded when formal notice of award has been mailed by the City of Alton to the successful Respondent(s)/Service by certified mail, return receipt requested, telephone call, email, or personally delivered by the City of Alton to the Respondent(s)/Service. The Respondent(s)/Service to whom the contract/permit has been awarded will be required to provide proof of Insurance as required in paragraph labeled “Insurance” to the City of Alton within ten (10) days after his/her receipt of formal notice of award. In the event that the Respondent(s)/Service fails to submit proof of insurance within the specified time, the Respondent(s)/Service will be considered to have abandoned all his/her rights and interests in the contract award. In addition, the award may then be made to the next lowest, best, and most advantageous Respondent(s)/Service or the City of Alton may elect to reject all RFQs received and advertise again for this service.

ASSIGNMENT

(17) Neither the Respondents’ contract nor payment due to an awarded service may be assigned to a third party without the written approval of the City Manager for the City of Alton.

NON-ACCEPTANCE

(18) Respondent(s)/Service(s) are advised that any part of the services, as awarded, that are not met during the permit period, regardless of how major or minor it might be, shall be grounds for non-acceptance of services.

CONTRACT/PERMIT TERMINATION CLAUSE

(19) The parties agree that the City of Alton reserves the right to terminate this contract/permit in whole or in part, at any time, if in the opinion of the City of Alton, the successful service’s performance is not acceptable, if the Respondent does not charge according to the approved fee schedule, improperly charged, or in the event that no funds are appropriated for this specific purpose, or if the City wishes, without cause, to discontinue/cancel this contract/permit. If the City determines at the City’s sole discretion, that termination is in the City’s best interests, the City shall give written notice to the vendor/Respondent/service of its intention to terminate and the contract shall terminate after the expiration of two (2) weeks from the date of the written notice. After the expiration of the two (2) weeks and the termination of this contract/permit the City shall be relieved of any and all obligations and/or responsibilities arising from this contract/permit including but not limited to the payment of any damages and/or penalties. Service shall be paid for products and/or services rendered and accepted in accordance with the contract, for work performed up to the time of termination.

PAYMENT IF CONTRACT/PERMIT IS TERMINATED

(20) The City of Alton, by written notice, may terminate this contract, in whole or in part,

INSTRUCTIONS TO RESPONDENTS Continued:

when it is in the City's interest. If this contract/permit is terminated, the Recipient shall be entitled only for payment under the payment provisions of this contract/permit for services rendered before the effective date of termination.

INDEMNIFICATION CLAUSE

(21) The Respondent hereby agrees to protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any ways incident to, in connection with or arising directly or indirectly out of this contract. Respondent agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of the Respondent. In addition, the Respondent agrees to protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action relating to, for, or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the City Manager or his designee, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used. Respondent also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Respondent or the City or to enlarge in any way the Respondent's liability but is intended solely to provide for indemnification of the City from liability from damages or injuries to third persons or property arising from Respondent's performance hereunder.

ADDENDA

(22) Respondent shall carefully examine the RFQ forms, specifications, and instructions to respondents. Should the Respondent find discrepancies in, or omissions from RFQ forms, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify Jonathan Flores, Chief of Police (Alton City Hall, 956-432-0760) and obtain clarification by addendum prior to submitting any RFQ. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed by certified mail (return receipt requested), e-mailed, hand delivered and/or faxed, to all prospective Respondents. All Addenda issued in respect to this project shall be considered official changes to the original RFQ documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Respondent(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised

INSTRUCTIONS TO RESPONDENTS Continued:

that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Proposal Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent’s “recognition and compliance to” official changes as outlined by the City of Alton and as such are made part of the original solicitation documents. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from its terms and requirements. Addendums are available online at www.alton-tx.gov

INTERPRETATIONS

(23) Any questions concerning the conditions and/or specifications with regards to this RFQ solicitation shall be directed to the designated individuals as outlined in the Notice to Respondents. Such interpretations, which may affect the eventual outcome of this RFQ, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Alton in accordance with paragraph titled entitled “Addenda”.

STATUTORY REQUIREMENTS

(24) It shall be the responsibility of the successful Respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

VERBAL THREATS

(25) Any threats made to any employee of the City, be it verbal or written, to discontinue services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the service/respondent.

PAYMENT

(26) The City of Alton will execute payment by mail in strict accordance with the State of Texas Pay Law in each thirty (30) day period after services have been rendered and found to meet City of Alton specifications. No other method of payment will be considered.

RIGHT TO WAIVE

(27) The City of Alton reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of Alton.

OMISSIONS

(28) At the time of the opening of RFQs each Respondent will be presumed to have read and to be thoroughly familiar with the requirements of the RFQ packet. The failure or omission of any Respondent to examine any form, instrument or contract document shall in no way relieve any Respondent from any obligation in respect to their RFQ.

INSTRUCTIONS TO RESPONDENTS Continued:

PAST PERFORMANCE

(29) Respondents are advised that past performance as it relates to product(s) and/or service(s) on Purchase/Service/Supply Contracts previously held with the City shall be a factor in the evaluation and award of this Service Contract. Respondents that have not complied with their obligation(s) to the City of Alton on previous projects will not be considered for award of this RFQ. The City's position on this matter shall be final.

SPECIAL CIRCUMSTANCES

(30) In the event that the City of Alton has a need for immediate assistance/service and the Respondent(s) on contract is/are not able to meet the special service delivery time frame(s) as needed by the City of Alton, the City of Alton reserves the right to contract with whomever can fulfill its immediate need(s).

HUB VENDOR(S) CERTIFICATION

(31) State Certified "**HUB Vendor(s)**" are asked to provide a copy of their certification, if they have not previously done so. Information to be emailed to the following email address: jonathan.flores@alton-tx.gov

CONFIDENTIAL INFORMATION

(32) Any information deemed to be confidential by the Respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the Respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

RIGHT TO AUDIT

(33) The City of Alton reserves the right to audit the Respondent's books and records relating to the performance of this contract. The City of Alton, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hour advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

JURISDICTION

(34) Service Contracts executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

INSTRUCTIONS TO RESPONDENTS Continued:

VENUE

(35) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

LITIGATION

(36) Be advised that any Respondent that is involved in any litigation with the City of Alton will not be considered for award of this contract.

DISCLAIMER

(37) While all precautions have been taken to ensure that files on this page will not interfere with or cause damage to your system or its existing data, City of Alton accepts no responsibility for damages that may be caused by these files and makes no other warranty or representation, neither expressed nor implied, with respect to these files. These files are provided “as is” and you, the user, assume the entire risk when you use them.

ANTI-LOBBYING PROVISION

(38) During the period between RFQ submission date and the contract award, Respondents, including their agents and representatives, shall not directly discuss or promote, verbal or written, their RFQ with any member of the City Commission directly or indirectly through others, seek to influence any City Commission member, City staff, or City’s Service(s) regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Respondent violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Respondent being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFQ. Violation of this provision may result in the rejection of the Respondent's RFQ, except in the course of City-sponsored inquiries, briefings, interviews, or presentations.

WAIVER

(39) Due to the electronic transmissions, the City of Alton does not guarantee nor will it be liable for the accuracy of what is read or what is downloaded.

LIMITATION OF LIABILITY

(40) Vendors that use the services/lease available through this webpage agree that the City of Alton shall not be liable for any loss of profits, loss of time, interruption of business, or indirect, special, incidental, or consequential damages of any kind whether under this agreement or otherwise due to your use of this system.

CONFLICT OF INTEREST

(41) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person’s affiliation or business

INSTRUCTIONS TO RESPONDENTS Continued:

relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Alton not later than the 7th business day after the date the person becomes aware of facts that require the statement 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. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

FINANCIAL STABILITY

(42) Wrecker/Towing Service providers shall furnish the City of Alton upon request with factual information as to existence and financial stability of company, along with a list of cities presently being or have been serviced in the past, number of employees and an inventory of equipment to be used to perform the work.

STORAGE YARD

(43) Each successful Respondent must have a storage yard that meets requirements set forth in applicable City Ordinances and verified by the Chief of Police.

PAYMENT OF WORKED ORDERED

(44) Wrecker/Towing Services are advised that the City of Alton will pay for only those services that are requested by a representative of the City of Alton only. There will be no exceptions to this requirement.

EMERGENCY INFORMATION

(45) Emergency information must be provided, to the City Manager or his designee (upon request), which includes but is not limited to emergency contacts: Service's Contact Name(s), Title, and 24 hour phone numbers, and emergency response time.

INSURANCE REQUIREMENTS

(46) The Certificate of Insurance should be made to the City of Alton, 509 S. Alton Blvd. Alton, TX 78573 and should reference the operation. All certificates must be received prior to commencement of service/work. All Certificates of insurance shall be approved by the Risk Manager and/or his/her designated representative **prior** to the commencement of any work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The City must be notified at least thirty (30) days prior to any material change in and/or cancellation and/or nonrenewals of such policies.

INSTRUCTIONS TO RESPONDENTS Continued:

The term "City" shall include The City of Alton and their employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement. The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage. During the term of the Contract, the successful service/respondent/selected company shall acquire and maintain, for the duration of the contract period the following insurances:

A. Comprehensive Commercial General Liability:

The Service/Respondent/Selected Firm shall provide the following minimum limits:

- For damages arising out of bodily injury to or death of one person in any one accident - \$100,000.
- For damages arising out of bodily injury to or death of two or more persons in any one accident - \$300,000.
- For injury to or destruction of property in anyone accident - \$25,000.
- This shall include premises/operations, independent services, products, completed operations, personal and advertising injury, and contractual liability. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the "City of Alton" as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an "occurrence" form.

Additional Insured Requirement:

To the fullest extent of coverage allowed under Chapter 151 of the Texas Insurance Code, the City of Alton shall be included as additional insured under the CGL policy, using ISO Additional Insured Endorsements CG20101001 and CG20371001, or endorsements providing equivalent coverage, including products completed operations.

B. Workers' Compensation: The service/respondent/selected company shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Texas. Employer's Liability insurance shall be provided in amounts not less than \$500,000 per accident for bodily injury by accident; \$500,000 policy limit by disease; and \$500,000 per employee for bodily injury by disease." In addition, a Waiver of Subrogation Endorsement shall be provided by the service naming the City of Alton in said policy for Worker's Compensation Insurance. Service/Respondent/Selected Firm shall further ensure that all of its sub-services maintain appropriate levels of workers' compensation insurance.

C. Deductible Clause: Service/Respondent/Selected Firm to declare self-insured retention or deductible amounts in excess of \$25,000.

D. Other Provisions: All insurance carriers shall be rated A6 or better and be published on a current A.M. Best Rating Guide, or some other recognized equivalent rating service (e.g., Moody's, Standard & Poor's). The City may request a copy of the

INSTRUCTIONS TO RESPONDENTS Continued:

insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier. All Certificates of Insurance shall be provided on the Acord Form 25. All insurance requirements are imposed and must be complied with by any and all sub-services, and/or lower-tier sub-services. A copy of endorsements providing Additional Insured, Primary Insurance and Waiver of Subrogation wording shall be attached to the certificates of insurance.

CITY OF ALTON SPECIFICATIONS FOR WRECKER/TOWING SERVICES

PROJECT NO. 2018-04

RFQ OPENING: October 19, 2018 at 10:00 a.m.

Please read your specifications thoroughly and be sure that the **Request for Qualifications for Wrecker/Towing Services** offered comply(ies) with all requirements. Any variations from the specifications must be clearly indicated on item specification sheet and covered by letter attached to and made a part of your RFQ. Do Not fill in the blank with "as specified", "available", "standard", "yes", or "ok". If no exceptions are noted and you are the successful Respondent, it will be required that the **Wrecker/Towing Service** be furnished as specified.

1. GENERAL DESCRIPTION

These specifications, *in conjunction with the most recently adopted Wrecker/Towing Ordinance*, shall govern the Wrecker/Towing Services for the City of Alton.

The City of Alton is located in Hidalgo County, and is bounded by Mile 6 Road on the north and Mile 4 Road on the south; from Moorfield Road on the west to Shary Road on the east. The City was incorporated on April 1, 1978 and is home to approximately 16,800 residents.

2. SCOPE OF WORK

A. The applicant must be able to provide towing services, when directed by the Alton Police or Fire Department, every day of the year, 24 hours a day, and store impounded vehicles on applicant's property for various periods of time until vehicle is picked up by owner.

B. General Requirements:

1. Provide towing services for the City of Alton, Texas 24 hours a day 7 days a week.
2. Respond to calls for two services within 15 minutes of dispatch.
3. Remove any debris left in street from vehicle(s) being towed up to and including auto body parts, trash, debris or any fluids leaked (such as oil, radiator & transmission fluids).
4. Provide towing services for City vehicles without charge.
5. Obtain General Liability and Auto Insurance per City regulations.
6. Perform lock out services on vehicles that need to be opened prior to towing, so that the vehicle can be properly inventoried.
7. Have a wrecker storage facility within a 10 mile radius of the City of Alton, Texas

C. Rates and Fees for services will not exceed the following:

<u>TYPE</u>	<u>AMOUNT</u>
Towing	\$50.00
Impoundment	\$50.00
Notification	\$50.00
No Keys	\$40.00
Special Equipment	\$45.00
Extra Person (per hour)	\$55.00
Labor Charge (per hour)	\$55.00

Hazardous Clean-up	\$55.00
Waiting Time (per hour)	\$45.00
Mileage (loaded mile)	\$2.00/mile
Additional Truck(s)	\$120.00
Storage (daily plus taxes)	\$40.00

3. REQUIRED EQUIPMENT

Every wrecker proposed to be used by the applicant shall comply with the following minimum requirements:

- Each light-duty shall not be less than three-quarter-ton in size and equipped with booster brakes.
- Each heavy-duty wrecker shall not be less than 2 1/2 tons in size and equipped with booster brakes.
- c. Each light-duty wrecker shall be equipped with a power operated winch, winch line and boom, with a factory-rated lifting capacity of not less than 5,000 pounds, single-line capacity
- d. Each heavy-duty wrecker shall be equipped with a power operated winch, winch line and boom, with a factory-rated lifting capacity of not less than 32,000 pounds, single-line capacity.
- e. Each wrecker shall carry as standard equipment: a tow bar, towing dollies, safety chains, jack stands, a fire extinguisher, wrecking bar, broom, shovel and flares.
- f. Each wrecker shall be equipped with two-way radio equipment which is capable of providing two-way voice communication with either the applicant's base station or the police station.
- g. Each wrecker and all of its equipment shall be in a safe and good working condition.

4. ABANDONMENT OF WORK OR DEFAULT ON CONTRACT

A. If the Wrecker/Towing service fails to begin the work within the time specified; fails to perform the work with sufficient workmen and equipment; has insufficient materials to insure the completion of the work within a reasonable time; shall perform the work unsuitable; shall neglect or refuse to remove materials or perform a new such work as may have been rejected as being defective or unsuitable, shall discontinue the prosecution of the work without authority; shall become insolvent or be declared bankrupt; shall commit any act or bankruptcy or insolvency; shall make an unauthorized assignment for the benefit of any creditor; or from any other cause whatsoever shall not carry on the work in an acceptable manner, the City may give notice in writing to the Wrecker/Towing service of such delay, neglect, or default, specifying the same. If the Wrecker/Towing service, within a period of seven (7) calendar days after such notice shall not proceed in accordance therewith, then the City shall, upon written notice of the fact of such delay, neglect, or default and the Wrecker/Towing service's failure to comply with such notice, have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of the Wrecker/Towing service and to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and enter into an agreement for the completion of the contract in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the work under contract, shall be deducted from the money due, or which may become due, the Wrecker/Towing service. In the amount which would have been payable under the contract if it had been completed by the

Wrecker/Towing service, the Wrecker/Towing service will be entitled to receive the difference. In case such cost shall exceed the amount which would have been payable under the contract, then the Wrecker/Towing service shall be liable and shall pay to the City the amount of such excess.

I _____ HAVE RECEIVED, READ AND UNDERSTAND THE CITY OF ALTON'S AFOREMENTIONED "STANDARD SPECIFICATION FOR WRECKER/TOWING", AND SHALL A RFQ BY SAME. I ALSO UNDERSTAND THAT I WILL BE RESPONSIBLE ONLY FOR THOSE REQUESTS ASSIGNED TO ME FOR WRECKER/TOWING. IT SHALL BE MY SOLE RESPONSIBILITY TO CARRY ADEQUATE LIABILITY INSURANCE AND ANY OTHER TYPE AND/OR KIND OF INSURANCE REQUIRED BY STATE OF TEXAS LAW GOVERNING THIS TYPE OF WORK, TO INCLUDE COVERAGE AS OUTLINED ON PARAGRAPH LABELED INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO RESPONDENTS.

Respectfully submitted this _____ day of _____, 2018.

SIGNATURE: _____

TYPE/PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO: _____

FAX NUMBER: _____

E-MAIL: _____

ATTACHMENT "A"

THIS REQUEST FOR INFORMATION IS TO BE SUBMITTED WITH THE SERVICE'S SUBMITTAL.

I. APPLICANT NAME: _____ FULL FIRM NAME: _____
HOME ADDRESS: _____ BUS. ADDRESS: _____
HOME PHONE: _____ BUS. PHONE: _____
FAX PHONE: _____ E-MAIL ADDRESS: _____

II. BUSINESS INFORMATION

- A. NUMBER OF FULL-TIME EMPLOYEES?
- B. HOW LONG IN PRESENT WRECKER/TOWING BUSINESS?
- C. ARE YOU FAMILIAR WITH ALL AREAS OF ALTON?
- D. HAVE YOU PREVIOUSLY BEEN A CONTRACTED WRECKER SERVICE FOR THE CITY OF ALTON? IF "YES", WHEN? _____

III. LIST - INVENTORY OF EQUIPMENT TO BE USED IN PERFORMING THE WORK FOR THIS CONTRACT.

IV. LIST INSURANCE COVERAGE AND INSURANCE AGENT'S INFORMATION.

V. LIST WRECKER/TOWING REFERENCES:

FIRM NAME

AUTHORIZED SIGNATURE

DATE

AGREEMENT

THIS AGREEMENT, made and entered into this _____, 2018, by and between the City of Alton, Texas, a Municipal Government of Hidalgo County, Texas, (hereinafter called the "City of Alton") and _____ (hereinafter called the "Respondent/Service").

W I T N E S S E T H:

WHEREAS, the Respondent/Service did on the day of October 19, 2018, submit a Proposal to provide Wrecker/Towing Services within the City of Alton and to perform such work as may be incidental thereto.

NOW, THEREFORE, it is understood and agreed by and between the parties hereto as follows:

1. The Respondent/Service shall furnish all personnel, labor, equipment, vehicles, and all other items necessary to provide for the Wrecker/Towing of weedy lots as specified and to perform all of the work called for and described in the Contract Documents within the designated areas of the City of Alton.
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Agreement:
 - a. Notice to Wrecker/Towing Services
 - b. The Instructions to Respondents/Services
 - c. Specifications
 - d. Attachment "A"
 - e. The Agreement.
 - f. Most recently adopted Alton Wrecker/Towing Ordinance
 - g. Any addenda or changes to the foregoing documents agreed to by the parties hereto subsequent to the execution of the Contract.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Respondent/Service, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld.

No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

AGREEMENT Continued:

4. **Term.** This Agreement shall be for a term of two (2) years commencing on the date of award (_____, 2018) and ending two (2) years (_____, 2018) thereafter. The City of Alton reserves the right to extend this Service Contract for an additional two (2) years, in one (1) year increments, if the performance of the successful respondent/services performance remains satisfactory and their unit price(s) remain firm; however, the City of Alton may terminate this Agreement upon a 2-Week notice in written form, without cause.

5. **Indemnification for City.** The service provider(s) shall indemnify and save the City of Alton harmless from and against any and all claims, damages, loss or liability for or on account of any injury, including death resulting there from, or damages resulting or sustained to any person or persons or property by any willful act or negligence on the part of service provider or its agents, employees, or subservices.

6. This Contract is entered into subject to the following conditions:

- a. The Respondent/Service shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract documents.
- b. The Respondent/Service shall not be liable for the failure to wholly perform his duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar contingency beyond the reasonable control of the Respondent/Service.
- c. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, such unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforce ability of any other provision or portion of the Contract Document.
- d. In the event of an emergency, the Respondent/Service shall maintain agreed upon unit pricing for all services rendered under this contract.
- e. The service agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case service agrees to maintain same until the City of Alton, Respondent/Service, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures on _____ day of, _____, 20____ .

CITY OF ALTON

SERVICE:

Jorge Arcaute, City Manager

Signature

Print Name

Title

Company Name

ADOPTED WRECKER/TOWING ORDINANCE

COUNTY OF HIDALGO §

CITY OF ALTON §

ORDINANCE 2018-07-0925

Amending Ordinance 2007-05

ORDINANCE REGULATING THE OPERATION OF WRECKERS AND/OR TOWING SERVICES WITHIN THE CITY BOUNDARIES OF ALTON TEXAS; PROVIDING FOR CERTAIN RESPONSIBILITIES, PENALTIES FOR VIOLATION OF SAID ORDINANCE AND ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER THEREOF; WAIVING A SECOND AND THIRD READING OF THE ORDINANCE AND PROVIDING FOR A SEVERABILITY CLAUSE AND FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Alton is a Home Rule municipality in the State of Texas;

WHEREAS, commerce and population growth continue to exceed expectations;

WHEREAS, in the enactment of this Ordinance the City Commission intends to protect the welfare, health, peace, and public safety of its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ALTON TEXAS AS-FOLLOWS:

- 1. The City Commission finds that all requirements of law have been met in the passing of this Ordinance;**
- 2. WRECKERS**

GENERALLY

Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accident means any occurrence which renders a vehicle wrecked or disabled.

Disabled vehicle means a vehicle which has been rendered unsafe to be driven as the result of some occurrence other than a wreck including, but not limited to, mechanical failure or breakdowns, fire, vandalism or a vehicle which is in a safe driving condition, but the owner is not present, able or permitted to drive as to reasonably necessitate that the vehicle be removed by a wrecker.

Owner means any person who holds the legal title of a vehicle or who has the right of possession thereof, or the legal right of control of a vehicle.

Permit means authorization granted by the city under the provisions of this article to engage in towing from the wrecker rotation lists in the city.

Permit holder means any person possessing a current, valid permit to engage in towing from the wrecker rotation lists in the city.

Person means any company, partnership, corporation or individual.

Storage yard means the site to which a permit holder shall tow and store vehicles picked up under the provisions of this article. The site shall be enclosed by a privacy fence at least six feet in height and gates that are chained and locked to ensure 24-hour security. The site shall be located within the city limits.

Vehicle means every device in or by which any person or property is or may be transported or drawn upon a street, roadway or thoroughfare, except devices used exclusively upon stationary rails or tracks. The term shall also include trailers and semitrailers.

Wrecked vehicle means a vehicle that has been damaged as a result of overturning or colliding with another vehicle or object so as to reasonably necessitate that the vehicle be removed by a wrecker.

Wrecker means a motor vehicle designed to be used primarily for moving or towing disabled or wrecked vehicles.

Wrecker business means the business of towing or removing vehicles on public streets, regardless of whether the purpose of the towing is to remove, repair, wreck, store, trade or purchase such vehicle, when the towing is done to remove a wrecked or disabled vehicle from the scene of a collision at the instance or request of the owner thereof, or the police department or fire department, or to remove a vehicle from an unlawfully parked position at the instance or request of the police department or fire department.

Wrecker company means any person engaged in the wrecker business.

Wrecker office means a building located within a ten mile radius of the city housing all permit holders, records, phones and personnel with normal business hours--Monday through Friday, 8:00 a.m. through 12:00 p.m. and 1:00 p.m. through 5:00 p.m.; Saturday from 8:00 a.m. through 12:00 p.m. and any hours on Sundays and legal holidays with the same being posted in the building.

Wrecker rotation list means the rotation list of companies prepared and used as provided by the police and fire departments.

Wrecker service means the business of towing or removing disabled or wrecked vehicles from streets at the request of the police department or the vehicle owner.

Purpose of article.

The operation of emergency wreckers and emergency service in the city requires regulation in order to avoid competitive speeding by wreckers to the scene of accidents or collisions, and is necessary in order to avoid traffic hazards and to minimize the danger of injury to persons and damage to property.

Article provisions cumulative.

The provisions of this article shall be cumulative of all laws of the state and the United States governing the subject matter of this article.

Penalty for violation of article.

(a) Any owner, agent, driver or operator of a wrecker found guilty of violating this article or any of its provisions on complaint filed in the municipal court shall, upon a finding of guilty, be fined not less than \$1.00 nor more than \$500.00, and each day of the violation shall constitute a separate offense.

(b) In addition to the penal remedy for the preceding paragraph, the city shall be entitled to injunctive or other civil remedy in any court of competent jurisdiction in accordance with the laws of the state.

Establishing a limit on the number of wrecker companies.

(a) The number of wrecker companies on the rotation list shall be based on the annual population census at one wrecker company per each full 5,000 residents in population;

(b) The city planning department is hereby charged with the responsibility of determining the yearly population of the city. Such report shall be generated within the first six months of each calendar year. Such population report shall thereafter be approved by the City Commission at a regular meeting. Staff shall not increase the number of wrecker companies until such population report has received the approval of the City Commission.

3. PERMITS

Required application information. No person may engage in wrecker service in the city without first obtaining a permit to do so from the city secretary. Every person desiring to provide such wrecker service within the city may apply for a permit to operate as an authorized wrecker service company from the city secretary for each wrecker proposed to be operated. For each wrecker for which a permit is sought, the applicant must submit the following:

(1) The name, address, telephone number and state driver's license number of the owner of the wrecker;

(2) The name, address, telephone number and state driver's license number of the operator and/or wrecker company;

- (3) The trade name under which the wrecker service will operate;
- (4) The name and type of wrecker to be operated;
- (5) An agreement that the applicant will participate in the wrecker rotation list;
- (6) A certificate showing the vehicle is adequately covered by a public liability and property damage insurance; as prescribed herein;
- (7) A statement that the wrecker service will provide wrecker service on a 24-hour basis, seven days a week;
- (8) The type of wrecker service to be provided, i.e., light-duty or heavy-duty;
- (9) Wrecker company owner/operators will submit a notarized certificate provided by the city secretary. This form will list and certify that the wrecker company owners and that each driver:
 - a. Has not been convicted, at any time of a felony offense;
 - b. Is not on probation for any criminal offense above the grade of a class C misdemeanor;
 - c. Has not been convicted of a class A misdemeanor offense within the last 12 months;
 - d. Has not been convicted of a class B misdemeanor offense within the last six months;
 - e. Has not been convicted of the offense of driving while intoxicated or driving under the influence of drugs within the last 24 months;
 - f. That updated notarized forms, listing personnel changes will be submitted to the city secretary within three days, providing personnel additions and deletions by the wrecker company owners; and
 - g. That no permit authorizing the operation of a wrecker business and no permit authorizing the operation of a wrecker on the streets of the city shall be issued or reissued, if wrecker company owners and/or wrecker drivers are in violation of the provisions of this section. In addition, valid wrecker permits will be immediately revoked, if wrecker company owners and/or wrecker drivers are found to be in violation of the provisions of this section, and/or the wrecker company owner fails to notify the city secretary of violations of the provisions of this section.
- (10) All wrecker permits shall be displayed visibly on each wrecker operated in the city. The city secretary/or city manager may also require any additional information of an applicant deemed necessary.

Requirement for issuance.

After the city manager, chief of police and city secretary have reviewed and approved the application, a permit shall be issued for authorization to engage in the wrecker business to all applicants complying with the provisions of this article, and shall issue a permit for all wreckers of such applicants so complying. No permit authorizing the operation of a wrecker business and no permit authorizing the operation of a wrecker on the streets of the city shall be issued unless the following requirements are met:

(1) *Wrecker specifications.* Every wrecker proposed to be used by the applicant shall comply with the following minimum requirements:

- a. Each light-duty shall not be less than three-quarter-ton in size and equipped with booster brakes.
- b. Each heavy-duty wrecker shall not be less than 2 1/2 tons in size and equipped with booster brakes.
- c. Each light-duty wrecker shall be equipped with a power operated winch, winch line and boom, with a factory-rated lifting capacity of not less than 5,000 pounds, single-line capacity
- d. Each heavy-duty wrecker shall be equipped with a power operated winch, winch line and boom, with a factory-rated lifting capacity of not less than 32,000 pounds, single-line capacity.
- e. Each wrecker shall carry as standard equipment: a tow bar, towing dollies, safety chains, jack stands, a fire extinguisher, wrecking bar, broom, shovel and flares.
- f. Each wrecker shall be equipped with two-way radio equipment which is capable of providing two-way voice communication with either the applicant's base station or the police station.
- g. Each wrecker and all of its equipment shall be in a safe and good working condition.

(2) *Insurance.* The applicant shall procure and keep in full force and effect a policy of public liability and property damage insurance issued by a casualty insurance company authorized to do business in the state and in the standard form approved by the board of insurance commissioners of the state, with the insured provision of such policy including the city as an insured, and the coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of the amount of recovery on each wrecker shall be in limits of not less than the following sums:

- For damages arising out of bodily injury to or death of one person in anyone accident ... \$100,000.00
- For damages arising out of bodily injury to or death of two or more persons in anyone accident ... 300,000.00

- For injury to or destruction of property in anyone accident ... 25,000.00

(3) *Permanent location of wrecker service office, storage yard and wreckers.* The applicant shall present evidence that such wrecker company is the owner of the real property and improvements where said office, storage yard, and wreckers located within the city limits, so that the wrecker can speedily and efficiently respond when called by the police or fire departments for service.

(4) *Taxes.* No delinquent taxes shall be due the city upon any wrecker, wrecker office or storage yard for which such permit or license is sought, and the owner thereof shall not have failed to render the same for ad valorem taxation.

(5) *Inspection of wrecker.* Each permit for a wrecker vehicle shall state that such wrecker has been inspected and approved under the direction of the department of public safety, and a current inspection sticker shall be affixed to the inside of the windshield of the appropriate wrecker vehicle.

Operation of wrecker without permit prohibited; permit nontransferable; expiration.

(a) No person shall operate a wrecker on the public streets of the city unless a permit to engage in the wrecker business has been issued to the owner of such wrecker.

(b) No permit shall be transferable, and every permit shall expire at midnight on December 31 of the calendar year in which it was issued.

Permit fee.

The annual fee for a wrecker company to provide wrecker service for the city shall be \$250.00 for each wrecker which is to be used. Such fee shall defray the cost of inspection and shall be payable at the time of application. No refund of this fee will be made under any circumstance.

Revocation of permit; hearing.

If the City Manager believes or has reason to believe that an authorized wrecker company has violated any of the terms or provisions of this article, he shall have the right and duty to file a complaint with the municipal court in accordance with Section 118-84 and revoke the wrecker company's permit. In the event of such recommendation, the wrecker company shall have the right to a hearing before the City Manager after five days' written notice of such hearing setting forth the time and place. After such hearing of the evidence and testimony presented by either or both sides, the City Manager can revoke or suspend the permit of the offender if it finds such action to be necessary, and its decision in this matter shall be final.

4. SEC. 118-151. IDENTIFICATION OF WRECKER SERVICE COMPANY.

Every wrecker shall be painted on the door thereof the name of the owner or the trade name under which the owner operates, together with the owner's telephone numbers; limiting of three

telephone numbers with the first being an Alton number, and wrecker identification number (i.e. Wrecker #1, #2, etc.). The letters mentioned in this section shall be not less than four inches in width and the numbers not less than 2 1/2 inches in height.

Safety precautions.

Each wrecker company permittee shall follow standard safety precautions and operation procedures generally recognized in the wrecker business to and from and at the scene of an accident or collision and shall comply with all traffic code ordinances of the city and state traffic laws. Each wrecker company at the scene of an accident or collision shall promptly remove all debris from accidents and collisions occurring on the public right-of-way.

Wreckers to be summoned by police or fire department.

No person shall drive a wrecker to or near the scene or site of an accident or collision on the streets of the city unless such person has been called to the scene by "the police department or fire department of the city; provided, however, that when it is necessary to prevent death to any person involved in an accident or collision, the prohibition of the section shall be inapplicable. The owner or operator of a wrecker shall not use or act upon any information received on the shortwave frequency of the police or fire department of the city for his own benefit or the benefit of any other person in connection with the operation of a wrecker business unless the owner or operator was called or summoned by the city police or fire department. If any wrecker appears at the scene of an accident or collision, the owner or operator of which was not specifically called by the city police or fire department, it shall be conclusively presumed that such owner or operator unlawfully intercepted and acted upon the information transmitted by the police or fire department on its radio frequency.

Soliciting wrecker business at scene of accident.

No person may solicit in any manner, directly or indirectly, on the streets of the city, the business of towing a vehicle which is wrecked or disabled on any street, regardless of whether the solicitation is for the purpose of soliciting the business of towing, removing, repairing, wrecking, storing, trading or purchasing the vehicle. Proof of presence of a wrecker or motor vehicle owned or operated by a person engaged in the wrecker business, either as owner, operator, employee or agent, on a street in the city at or near the scene or site of an accident which has not been called to the scene by the police department within 30 minutes after the occurrence of an accident, is prima facie evidence of solicitation in violation of this section.

Soliciting by advertising at scene of accident.

No person may solicit any business at or near the scene of an accident which deals directly or indirectly with the towing, removing, repairing, wrecking, storing, trading, or purchase of a wrecked or disabled motor vehicle, trailer or semitrailer on the streets or sidewalks of the city,

nor may a person solicit the business of towing, buying or offering to buy a wrecked or disabled motor vehicle, vehicle trailer or semitrailer on the streets, sidewalks or any public place in the city, by distributing an advertisement, advertising a repair shop, garage, or place of business where the wrecked or disabled motor vehicle, vehicle trailer or semitrailer may be repaired, stored, wrecked, traded or purchased. Proof of the unauthorized presence of a person engaged in the business of towing, repairing, wrecking, storing or offering to purchase or trade for a wrecked or disabled motor vehicle, vehicle trailer, or semitrailer at or near the scene of an accident is prima facie evidence of solicitation in violation of this section.

Interception of police or fire department radio messages.

No owner of a wrecker company not licensed by the city shall intercept any message emanating through the medium of the city police or fire department radio frequency or divulge or publish the existence, contents, substance, purpose, effect or meaning of such intercepted communication; and no person not being entitled thereto shall receive or assist in receiving any such message and use the same, or any information contained therein, for his own benefit or for the benefit of another person.

Wrecker selection by owner of vehicle.

When a police officer is investigating an accident determines that any vehicle which has been involved in a collision or accident upon a public street is unable to proceed safely under its own power, or when the owner thereof is physically unable to drive such vehicle, the officer shall request the owner to name the wrecker company the owner desires to remove the vehicle. When the owner has named the wrecker company desired the police officer shall communicate that fact immediately to police department headquarters, and it shall be the duty of the officer receiving such information at headquarters to call the designated company or authorized agent of the company to send a wrecker to the scene of the accident or collision.

Response to calls.

It shall be the duty of every wrecker operator to answer any call made by the police department or fire department on a 24-hour basis, seven days a week. Every call for wrecker service shall be responded to within 15 minutes on a consistent basis. However, exceptions may be made to this if unforeseen or extenuating circumstances are involved.

The chief of police shall determine whether those circumstances were in fact just reason for not providing adequate response time.

Wrecker rotation list.

(a) The city secretary shall provide the police department a list of eligible wreckers to be used in providing wrecker service for the city. One list shall be made for light-duty wrecker service and another for heavy-duty wrecker service.

(b) A wrecker being called from the wrecker rotation list is referred to as a rotation pull. When a wrecker is needed, the investigating officer will communicate the need for a wrecker to the police dispatcher on duty. On receiving this communication, the dispatcher shall call the first wrecker company on the rotation list to remove the vehicle to a place designated by the officer. On each succeeding communications, the next wrecker company on the list is assigned. If an answer cannot be reached by the dispatcher, he shall call the next succeeding wrecker company on the list. The dispatcher shall keep proper rotation of each call on the master rotation list.

(c) Rotation on the list shall be alphabetical continuous rotation, with each wrecker company holding a permit called in sequence from the top of the alphabetical rotation list. When called, the wrecker company on top of the list shall then be placed on the bottom of the list, and the rotation shall be continuous. As each new wrecker company becomes qualified, it shall be placed at the end of the list.

(d) A heavy-duty wrecker shall be called from the wrecker rotation list under any of the following circumstances:

- (1) A tandem-axle drive tractor is involved;
- (2) A safety officer or other appropriate official of a damaged or disabled vehicle's company requests a heavy-duty wrecker unless honoring the request would result in unreasonable delay in clearing the street; and
- (3) The investigating police officer determines that a heavy-duty wrecker is required.

Storage yard.

(a) Unless otherwise directed by the individual in control of the towed vehicle the wrecker shall deliver the towed vehicle to the wrecker company storage yard. Fees for storage of vehicles removed or towed shall be as set by the City Commission. Before any owner can reclaim any towed vehicle from the storage yard, he must pay all of the applicable storage and towing fees. In the event the vehicle is never claimed it shall be disposed of as prescribed by the Texas Abandoned Motor Vehicle Act V.T.C.A., Transportation Code § 63.001 et seq.

(b) The storage yard does not have to be at the same location as the wrecker company's office, but shall be located within a ten mile radius of the city limits. Operators of heavy duty wreckers are exempt from this requirement.

Police officer not to influence selection of wrecker service; may direct that vehicle be taken to the city pound. No police officer investigating or present at the scene or site of any wreck, accident or collision on a public street shall, directly or indirectly, either by word, gesture, sign or otherwise recommend to any person the name of any particular person engaged in the wrecker business or repair business; provided, however, that any police officer, may direct that any vehicle, whether towed by a wrecker selected by the owner of the vehicle or from the wrecker

rotation list, shall be taken by the driver of the wrecker towing the vehicle directly to the city pound or other location designated by the officer and there held by the city for any lawful purpose.

5. RATES AND FEES*

Fees for impoundment or storage of vehicles to be in addition to other penalties for violation of traffic code.

The owner of any vehicle impounded under the provisions of the traffic code of the city shall pay, in addition to any other penalty which may be charged against him for any violation of the traffic code, the cost of impounding, moving and storing his vehicle, which cost shall not exceed the maximum rate allowable under this article for the type of service provided.

- 1. Towing-City of Alton \$50.00
- 2. Impoundment \$50.00
- 3. Notification \$50.00
- 4. No Keys \$ 40.00
- 5. Special Equipment. \$ 45.00
- 6. Extra person (per hour) \$ 55.00
- 7. Labor charge (per hour) \$ 55.00
- 8. Hazardous clean-up \$ 55.00
- 9. Waiting time (per hour) \$ 45.00
- 10. Mileage (loaded mile) \$ 2.00
- 11. Additional truck(s) \$ 120.00
- 12. Storage (daily-plus taxes) \$ 40.00

6. The City Commission waives a second and third reading of this Ordinance.

7. Should any word, phrase, sentence, or paragraph or portion of this Ordinance be declared illegal or void, the remaining portion of this Ordinance shall remain in full force and effect. To the extent any language in Ordinance 2018-07 conflicts with any other Ordinance in existence, the language and provisions of this Ordinance shall supersede said Ordinance(s) in conflict with Ordinance 2018-07.

PASSED AND APPROVED BY A VOTE OF 4 AYES AND 0 NAYES on this the 25th day of September, 2018 at a REGULAR AND DULY CALLED MEETING OF THE CITY COMMISSION OF THE CITY OF ALTON TEXAS, at which a Quorum was present and which was held in accordance with Chapter 551, of the Texas Government Code.

EXECUTED THIS 25th DAY OF SEPTEMBER, 2018.



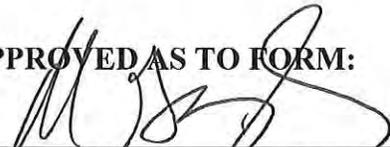
Honorable Salvador Vela, Mayor

ATTEST:



Baudelia Rojas CPM, TRMC|CMC
City Secretary



APPROVED AS TO FORM:


Ricardo Gonzalez, City Attorney