

# Agenda Report

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August 18, 2014 City Council Meeting

Item No. 13

**ISSUE: Renewal of Towing Contract with Richman Enterprises DBA Krueger's Towing**

Consideration of Resolution 14-0848 renewing a contract for primary towing services with Richman Enterprises LLC

**BACKGROUND:**

The attached is a renewal agreement between the City of Windsor Heights and Richman Enterprises to provide the listed towing services to the City and manage the disposal of impounded vehicles and other related services. This renews an existing agreement that the City has in place that is working well. Richman Enterprises has made one minor rate adjustments that will not affect the City. This action will renew the towing contract with Richman Enterprises for another three years.

**RECOMMENDATION:**

Staff supports the agreement and recommends the Council approve this resolution for a three-year period.

**STAFF CONTACTS:**

Jeffrey A. Fiegenschuh, City Administrator  
Dennis McDaniel, Chief of Police

## RESOLUTION No. 14-0848

### A RESOLUTION APPROVING A PRIMARY TOWING AGREEMENT WITH RICHMAN ENTERPRISES L.L.C.

WHEREAS, the City of Windsor Heights has occasion to need cars towed due to impound, investigation, seizure, and other reasons; and

WHEREAS, Richman Enterprises has maintained a quality record of service and provided previous towing operations to the City; and

WHEREAS, the conditions of the updated proposal are as follows; and

#### GENERAL PUBLIC RATES (cash only)

Tow: \$70.00 (includes all miles in Windsor Heights to impound lot)

Winching: \$75.00 for first half hour; \$37.00 per 15 minutes thereafter

Storage: \$22.50 per day

Fuel Surcharge: \$7.00

Pre-Auction Notice Fee: \$ 22.50

- All personal service calls through Windsor Heights (AKA: private tows) will be charged cash rates.
- See attachment for schedule of additional cash rates.\*

#### GOVERNMENT ENTITY RATES (including City of Windsor Heights PD)

Normal Tow: \$25.00 (Des Moines surrounding area – no special services)

- Government vehicles involved in accidents may be charged normal cash rates for additional services.\*
- All vehicles towed for investigative purposes by the Police Department in the Des Moines area will be charged a flat rate of \$25.00; vehicles outside of Des Moines will be charged an additional \$2.00 per mile.
- The City shall not be responsible for the collection or payment of any charges for service rendered by reason of its having dispatched any service unless such service is applicable to City owned, leased, or seized equipment.

#### IMPOUND LOT PICK-UP HOURS

Monday through Friday 8:30am – 4:00pm

Saturday 8:30am – 12:00pm

*Closed any federal holiday*

- All impounded vehicles will be paid and released from 1272 8<sup>th</sup> St., WDM
- (515) 223-1447

WHEREAS, Richman Enterprises agrees to the following conditions; and

- Richman Enterprises agrees to keep an accurate record of all vehicles received and disposed of under the terms of this agreement.
- The City will provide Richman Enterprises a summary inventory of personal property that is in the vehicle at the time and place of impoundment. Richman Enterprises assumes responsibility for the vehicle and any personal property in the vehicle at the time of impoundment as described on the inventory list. Such responsibility shall continue until the authorized release of the personal property and/or impounded vehicle (through verification of a signed Impound Release document), or the Windsor Heights Police Department takes the property into custody.

IMPOUND/ABANDONED VEHICLE AUCTION RESPONSIBILITIES

Richman Enterprises agrees to act on behalf of the City of Windsor Heights Police Department and assumes responsibility and liabilities in all matters appropriate according to the regulations set forth regarding private entity disposal of abandoned vehicles set forth by the Code of Iowa sections 321.89 & 321.90, Iowa Administrative Rule 761 Chapter 480, and the Iowa Department of Transportation.

Furthermore, Richman Enterprises agrees to reimburse the City of Windsor Heights an administrative fee of \$15.00 per vehicle that is sold at public auction. This fee is to offset administrative services supplied to Richman Enterprises from the Windsor Heights Police Department for paperwork and records research regarding each vehicle sent to auction.

Last, Richman Enterprises agrees to hire a reputable, credentialed third party auctioneer to conduct all public vehicle auctions for those vehicles that have been seized, impounded, or administratively handled by the City of Windsor Heights.

WHEREAS, the Police Chief recommends entering into this primary towing agreement with Richman Enterprises; and

WHEREAS, the City of Windsor Heights may terminate this agreement at any time that Richman Enterprises fails to carry out the above provisions or acts in such a manner that is contradictory to best business practices of the City or contrary to state law. Changes in provisions or services to be furnished may only be made in writing and must be mutually approved between Richman Enterprises and the City of Windsor Heights. Every person party to this agreement is hereby notified and agrees that the City of Windsor Heights and its officials, the using agency, and any funding source for the using agency are immune from liability and suit for or from Richman Enterprises' activities involving third parties and arising from this resolution; and

WHEREAS, this agreement will be active for a set term of three years from date of approval and subject to annual review by the Chief of Police; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windsor Heights, Iowa, that the City Council established a primary towing agreement with

Richman Enterprises pursuant to the above rate schedule and/or attached fee schedule for cash rates, which will be charged by Richman Enterprises to the vehicle's owner.

PASSED AND APPROVED THIS 18<sup>th</sup> DAY OF AUGUST, 2014.

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Diana Willits, Mayor

ATTEST:

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Jeffrey Fiegenschuh, City Administrator/Clerk

**RICHMAN'S ENTERPRISES  
D/B/A KRUEGER'S BP & TOWING  
CASH RATES: (6:00AM TO 10:00PM)**

FUEL SURCHARGE (ON ALL CASH CALLS).....	10% of total bill before tax
MILEAGE TO THE SCENE (PER MILE, AFTER TEN FREE MILES).....	1.00
HOOKUP.....	70.00
MILEAGE (LOADED) (AFTER 8 FREE PER MILE).....	4.00
SERVICE CALLS.....	45.00
DOLLIES AND GOJAKS.....	35.00 PLUS HOOKUP
CLEAN UP.....	30.00 - 45.00 PLUS HOOKUP
WINCHES FOR THE FIRST HALF-HOUR MINIMUM.....	75.00
PER EACH FIFTEEN MINUTES MINIMUM THERE AFTER.....	37.00
WAIT TIME (PER 15 MINUTES INTERVALS - STARTS AFTER 5 MINUTES)..	15.00
GOA.....	26.00

**CASH CALLS OVERNIGHT AND HOLIDAY RATES  
(10:00PM TO 6:00AM)**

ALL OVERNIGHT AND HOLIDAY CALLS REQUIRE CREDIT CARD PAYMENT UP FRONT....NO CREDIT CARD = NO CALL.

FUEL SURCHARGE (ON ALL CASH CALLS).....	10% of total bill before tax
MILEAGE TO THE SCENE (PER MILE, AFTER FIVE FREE MILES).....	2.00
HOOKUP.....	90.00
MILEAGE (LOADED, PER MILE).....	4.50
SERVICE CALLS.....	69.00
DOLLIES AND GOJAKS.....	35.00 PLUS HOOKUP
CLEAN UP.....	30.00 - 45.00 PLUS HOOKUP
WINCHES FIRST HALF-HOUR MINIMUM.....	110.00
PER EACH FIFTEEN MINUTES MINIMUM.....	50.00
WAIT TIME (PER 15 MINUTE INTERVALS - STARTS AFTER 5 MINS).....	20.00
GOA.....	20.00

**ALL OVERNIGHT CALLS:** CREDIT CARD WILL BE RAN FOR \$69.00 FOR SERVICE CALLS AND TRUCK (\$79.00 FOR FLATBED) BEFORE DRIVER IS DISPATCHED. CREDIT CARD WILL BE RAN AGAIN FOR ALL EXTRA CHARGES AFTER CALL HAS BEEN COMPLETED.