

City of Webster
Webster Police Department
Police-Initiated Tow Permit Application

Applicant: _____ **Date:** _____

The City of Webster, Texas, is a municipal corporation situated in Harris County.

WHEREAS, Chapter 94 of the Code of Ordinances, Webster, Texas, authorizes the City of Webster, upon recommendation of its City Secretary to permit the owner of any tow truck operating within the City of Webster who holds an auto wrecker permit issued pursuant to the City Code and registration issued pursuant to the Texas Tow Truck Act (Article 6687-9b, V.T.C.S.), hereinafter the "Act" to perform police-initiated tows -within the meaning of the City Code, Article III, Wreckers 94.101.110.

WHEREAS, the Company identified herein holds a tow truck registration issued pursuant to the Act and City auto wrecker permit for the tow truck(s) identified below, true copies for which registration are attached; and

WHEREAS, the Company desires to perform police-initiated tows;

NOW THEREFORE, KNOW ALL BY MEN BY THESE PRESENTS, that in consideration of the premises and the covenants hereinafter set forth, the City of Webster and the Company have mutually agreed as follows:

Identity of Tow Truck Company and Vehicles

A. The Company who owns the tow trucks(s) identified in Section B below is:

Company Name: _____

Address: _____

Telephone Numbers: _____

The Company is: (check one as applicable)

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

Evidence of the ownership of the tow truck is attached.

- True copy of the vehicle title or registration under which the tow truck is operated, true copy of assumed name certificate if a proprietorship,
- Partnership agreement disclosing the names of all general or limited partners at the time of this Permit, or
- A copy of the articles of the incorporation and certificate from the corporate secretary setting forth the names of all persons owning ten percent (10%) or more of the outstanding stock at the time of this permit.

B. The trucks that may perform police-initiated tows under permit are fully described on the attached tow truck inspection forms and, whether singular or plural, are hereinafter referred to as the “tow truck”.

C. The state vehicle storage facility number of the storage facility the Company will use for vehicles towed pursuant to this Permit is:

VSF# _____

Located at: _____

*** This licensed facility is located within an eight (8) air mile radius of the Webster City Hall located at 101 Pennsylvania Avenue Webster, Texas 77598.**

If the Company does not own a licensed vehicle storage facility, such Company shall provide to the Police Department an agreement or other evidence indicating that the Company has lawful access to a State licensed vehicle storage facility within the City or the area described in section 1.06 of the Permit.

D. In addition to the above information, the following items must be included with this application:

Two color photographs of the tow vehicles showing:

- The Company name, phone number and address, permanently displayed on both sides of the tow truck(s) identified herein, and
- The letters shall be clearly visible and written in letters no less than two (2) inches in height.

A passport-size picture of all drivers and operators who will be operating a permitted vehicle, together with the driver's full names, dates of birth and drivers license number.

- E. All information included in this application will be updated, within ten (10) days, each and every time there is a change.

- F. As used throughout this Application and Permit, the term "police-initiated tow" means any tow request by an agent or representative of the Webster Police Department.

I
Tow Truck
Designation

- 1.01** The Company represents that it is familiar with the provisions of Chapter 94 of the Code of Ordinances, Webster, Texas, as amended, which provisions are hereby incorporated into and made a part of this Permit by reference. The Company agrees to comply with the said provisions and other terms and conditions of this Permit in the operation of the tow truck.

The Company also agrees that it and its officers, agents and employees will comply with all state and local traffic laws applicable to the operation of the tow truck. It is expressly understood and agreed that any amendments hereafter adopted by the City Council of the City of Webster, Texas, to the aforesaid Chapter 94 of the Code of Ordinances or other laws that are applicable will become part of this Permit by reference upon their effective date. It shall be the obligation of the Company to take notice of such amendments by virtue of their adoption, and the City shall not be obligated to provide any personal notice of such amendments to the Company.

- 1.02** The Company further agrees that it will perform Police-Initiated Tows in consideration of a fee in an amount established from time to time by the Webster City Council. At the time of execution of the Permit, the Company understands and agrees that it shall not charge more than the approved fees for towing services as set by the Webster City Council:

- (1) A normal tow is defined as picking up the vehicle or moving and towing the vehicle from the scene to a location. There will be no additional charges to disengage one vehicle from another, as this will be considered part of a normal tow when the vehicles are moved from the street. The standard (flat fee) charge for a normal tow from such scene in the city limits of Webster to the place of business of the tow truck company, the

storage facility of the tow truck company located within the area described in the Application, or other location within the city limits **shall not exceed one hundred and fifteen dollars (\$150.00)**. This charge shall apply day or night, holidays or Sundays. **This charge shall apply to any police-initiated tow to any location within the boundaries described in section 1.06.**

- (2) If the owner of the vehicle being towed specifies at the scene of the accident that the vehicle is to be towed to a place of business which at that time is not open for business or has no one on duty to receive the disabled/wrecked vehicle or if the owner of the vehicle being towed requires the vehicle to be moved or transferred and no location has been specified by him at the scene of the accident, there may be an additional charge of fifty dollars (\$50.00) for transferring the vehicle to the specified location located within the boundaries as specified under Section 1.06 of this Permit as soon as that place of business is open for business. If the location is outside the boundaries as specified in Section 1.06, the owner of the vehicle and the tow truck company must enter an agreement specifying the location and charge prior to the vehicle being towed. This agreement shall not apply to charges accrued outside of the boundaries specified in Section 1.06.

1.03 The only charges that may be made are for the following services:

1. A charge, not to exceed twenty dollar (\$20.00) per day, may be made for the storage of vehicles. Such fee may be charged for a day regardless of whether the vehicle is stored for twenty-four (24) hours of the day, except that a daily fee storage fee may not be charged for more than one day if the vehicle remains at the storage facility less than twelve (12) hours. A “day” shall begin and end at midnight.
2. A maximum charge of twenty five dollar (\$25.00) for Notification Fee
3. No charge may be assessed for moving a vehicle within a storage area/facility.
4. **No charge may be assessed for Impoundment Fees other than those specifically prescribed by TDLR. Administrative Fees are prohibited.**
5. **The tow company will provide copies of Webster PD police-initiated tow slips and charge receipts to the police supervisor, or his designee, overseeing the wrecker permit program. Failure to maintain these records or to provide them within five (5) business days will result in a suspension of the tow company until such records are produced.**

1.04 The Company understands and agrees that any party believing that an overcharge has occurred for wrecker service provided pursuant to this Permit may, on or before thirty (30) days from the date of such overcharge, notify the wrecker

company of such overcharge. Such notice shall be in writing forwarded to the address of the wrecker company as reflected in the records of the City Secretary, by registered or certified mail, return receipt requested. Such notice shall be deemed received five (5) days after the date of mailing. Within fifteen (15) days of receipt of such notice, said wrecker company shall refund the overcharge or deny the overcharge. Such denial shall be in writing specifying the justification for the charges contested. A copy of the denial and of the overcharge complaint shall be delivered to the City Secretary and the complainant by registered or certified mail, return receipt requested.

1.05 No vehicle shall be towed hereunder unless authorized by a police officer. All non-consent tow vehicles arriving at the scene of an accident by police request shall obey all lawful orders given them by any police officer investigating such accident and shall not in any manner interfere with such police officer in the performance of his duty.

* **1.06** The Company hereby warrants that it owns or has access to a storage facility within the corporate limits of the City of Webster or within an area no more than an eight (8) air mile radius from the City of Webster City Hall located at 101 Pennsylvania Avenue Webster, Texas. Such storage facility shall be used in the storage of any vehicle towed pursuant to this Permit.

1.07 The Company further understands and agrees that throughout the term of this Permit, neither it nor its principles shall become indebted to the City of any delinquent fees or taxes.

* **1.08** The Company agrees that the Company, its wrecker drivers, its owners and/or its agents will not solicit the business of towing, removing or repairing any vehicle at the scene of a police-initiated tow by words, cards, circulars or gestures. Furthermore, vehicle owners, or their representative(s) will not be compelled, forced, or otherwise required to sign any form, contract, agreement, or waiver, pursuant to a police-initiated tow. This does not include the person or representative signing forms related to the release of the vehicle from the approved storage area.

1.09 The City of Webster hereby designates the Company identified in the Application, its wrecker drivers, its owners and/or its agents to perform "Police-Initiated Tows", using the tow truck identified in the Application within the meaning of that term as defined in Article III of Chapter 94 of Ordinances, Webster, Texas. The Company shall maintain twenty-four hours (24), seven (7) days a week towing service. It is expressly understood that this Permit does not constitute any promise or obligation by the City to cause any vehicle to be towed by the Company.

II Term

- 2.01** The term of the Permit period shall commence upon the date of the signature of the City Secretary and the inspecting police officer and end on January 31 of the following year unless sooner terminated in accordance with Sections 2.02, 2.03, 2.04, 2.05, 3.02, 5.01, or 5.04.
- 2.02** The Company may terminate this Permit, without cause, upon thirty (30) days written notice to the City of Webster.
- 2.03** The City may terminate this Permit without cause, upon thirty (30) days written notice to the Company.
- * 2.04** Failure of the tow company to respond to Five (5) calls from the City within a six-month period will result in suspension of that Company's permit for 120 Calendar days. A failure to respond is defined as failure to answer the phone call from the City and/or the failure to respond to the tow scene within the designated twenty (20) minute time period. If, at the time the company is contacted by the City, the company states that it cannot respond to the tow scene within the twenty (20) minute time period then the company will be moved to the bottom of the wrecker rotation list without further penalty.
- 2.05** In the event the Chief of Police or the City Manager have reason to believe that the Company has failed to timely or fully perform any obligation assumed under this Permit, the City Manager may, upon recommendation of the Chief of Police, terminate this Permit, in whole or in part, or suspend for up to one (1) year the Company's permit for any of the following reasons including, but not limited to:
1. Violation of any of the laws of the state, federal or city government, commission of an offense as defined by Chapter 94 of the Code of Ordinances or violation of any of the terms or provisions of this Permit by a tow truck company, its agent, employee or owner;
 2. Failure of a tow truck company to meet the requirements as set forth in its application for an auto wrecker permit;
 3. Removal of a vehicle regulated by the Permit to an unapproved storage location or more than an eight (8) air mile radius from the City of Webster City Hall building except upon the specific and informed request of the owner of such vehicle or at the direction of the police officer in charge of the towing scene; *
 4. Failure to arrive at the scene of an accident within a reasonable time not to exceed twenty (20) minutes after being summoned to the scene by a police officer;

5. Failure of a tow truck company to have its name, phone number and storage lot address permanently displayed on both sides of the tow truck(s) identified herein. The information shall be clearly visible and be written in letters at least three inches (3") in height and one-half inch (W') in width,
6. Failure of a tow truck company to have the letters "WWP" (Webster Wrecker Permit) followed by the permit number permanently displayed on the front, left fender of the tow truck(s) identified herein. "WWP" followed by the permit number shall be clearly visible and be written in letters at least three inches (3") in height and one-half inch (W') in width;
7. Failure of a tow truck company, its owner and/or employees to provide satisfactory, general services or to conduct itself in a reasonable manner.

8. Overcharging for the listed tow and storage services;

Any person shall have the right to appeal any decision to the City Manager by way of the City Secretary's Office. *

- * 2.06** In the event of the termination, suspension or cancellation of the Company's tow truck registration issued pursuant to the Act, or the Company's auto wrecker permit issued under Chapter 94 of the Code of Ordinances, this Permit shall be terminated contemporaneously therewith and without notice. **Once the suspension or termination period has ended, the company will be required to resubmit a Police-Initiated Tow Permit and pay all applicable fees.**

III State Regulation

- 3.01** To the extent of any difference in terms between any valid and applicable provision of the Act or any rule or regulation adopted there under from time to time by the TNRCC and the terms and provisions of this Permit, the more restrictive shall apply. However, no provision of this Permit shall be construed to obligate the Company to violate the Act or any valid and applicable rule or regulation adopted under there.
- 3.02** The Company and the City acknowledge that they are not aware of any situation in which compliance with this Permit will cause the Company to violate the Act or any rule or regulation adopted under there. In the event that such a situation should arise, the Company shall discontinue operations hereunder and notify the Chief of Police thereof in writing; the giving of such notice shall terminate this Permit unless it is revived and amended by mutual written consent of the City and the Company.

**IV
Notice**

4.01 Any notice that is required or permitted to be given by the City to the Company hereunder may be mailed to the Company by certified, U.S. Mail, return receipt requested, postage prepaid, addressed to:

or may be given by personal delivery to the Company or any of its agents or employees at the following local address:

or may be delivered via email to:

4.02 Any notice that is required or permitted to be given by the Company to the City or to the Chief of Police hereunder may be mailed to the City by certified, U.S. Mail, return receipt requested, postage prepaid or delivered in person to the City Secretary.

City of Webster, Texas
217 Pennsylvania Avenue
Webster, TX 77598
Attn: Wrecker Supervisor

**V
General**

5.01 The rights herein granted to the Company and the obligation herein assumed by the Company shall be personal to the Company and shall only apply to the tow truck(s) identified in the Application. This Permit shall terminate upon any assignment, subcontract, lease or other subletting of any obligation assumed hereunder. This Permit shall also terminate upon any sale of the tow truck company or any interest therein (including, but not limited to, the conveyance of any partnership interest, if a partnership or cumulative transfer of ten (10%) percent or more of the outstanding stock, if a corporation).

- 5.02** This instrument inclusive of the documents incorporated herein by reference or as exhibits hereto, constitutes the entire Permit between the parties relating to the rights herein granted and the obligations herein assumed, and it may be amended only by instrument of equal dignity hereto executed by both parties.
- 5.03** This Permit shall be construed in accordance with the laws of the State of Texas and The Code of Ordinances Webster, Texas.
- 5.04** All obligations hereunder shall be performed in the City of Webster.
- 5.05** It is expressly understood and agreed that a suspension or termination for cause under Section 2.04 or 2.05 above that has occurred under this Permit shall apply equally to any and all other Police-Initiated Tow permits held by the Company. A suspension or termination hereunder shall not affect the Company's right to utilize the tow truck for any other lawful purpose for which the Company still holds current and valid permits or licenses, as required by law.
- 5.06** The Company acknowledges and understands that the City shall not be obligated to pay any fees for the purpose of this Permit, unless the City requests services for the exclusive benefit of the City. Absent such request by the City, the only considerations the Company shall receive are the fees it may collect from the storage facility accepting the vehicle for storage or the vehicle owner.
- 5.07** All parties agree that should any provision of this Permit be determined to be invalid or unenforceable, such determination shall not affect any other term of this Permit, which shall continue in full force and effect.
- 5.08** The Company expressly understands and agrees that should the Federal Aviation Administration Authorization Act of 1994 ("Act") be amended so as to exempt tow trucks from pre-emption, this contract may become null and void pending action by the City Council of the City of Webster.

Signed in Duplicate counterparts, each having the force and effect of the original on this the _____ day of _____, 2015.

COMPANY

CITY OF WEBSTER, TEXAS

By: (signature)

By: (Police Wrecker Inspector)

(print or type name)

(title)

ATTEST: (if corporation)

ATTEST:

Corporate Secretary

City Secretary



Tow Truck Inspection Form

_____ Date of Inspection: _____

Company name: _____

Business address: _____

Telephone numbers: () _____ () _____

Truck Information

Year: _____ Make: _____ Model: _____

LP# _____ Exp. Date: _____

VIN# _____ Gross Weight: _____

Technical Requirements

- Copy of certificate of registration
- Valid Texas MVI sticker
- Copy of proof of insurance
- Proper markings on both sides of truck with WWP# properly displayed
- Valid TDLR cab card
- Tow slip or storage lot receipt book with TDLR complaint information
- One 10 pound (or two 5 pound) multiple purpose fire extinguisher in good working order
- Magnetic tow lights, unless wireless, with appropriate cable and cushions to protect a vehicle's finish
- Strap and ties downs as specified by tow truck manufacturer
- Gloves
- Wheel chocks
- Five gallon trash receptacle
- Broom and shovel
- Thirty six inch crow bar
- Triangle reflectors, flares, cones or safety lights
- Spot light or flashlight
- Sand or absorb all material
- Driver uniform with Tow Company's proper name
- ANSI Class 2 / SEA approved high visibility reflective vest, shirt, or jacket



www.websterpd.com

I, the undersigned owner, agent, or designee of the listed tow company, will provide the following information to the Webster Police Department each time there is a change. Notification shall be made within 10 business days.

- Driver's full names, dates of birth and DL numbers
- Location of wrecker yard or storage facility
- Any change in ownership
- Listing of wreckers
- Insurance information
- Photographs of each driver
- Photographs of each listed tow truck both sides of truck

Furthermore, agents, drivers, and representatives of the listed tow company agree to abide by the rules and regulations as set forth in Webster City Ordinance 95-22, as well as all applicable state laws.

 Company owner/representative _____
Date

Inspecting Officer: _____ Unit# _____
 Title: _____
 Date: _____

City of Webster tow truck regulation fees

- Annual contract within the City (non-consent only) \$200.00
- Annual fee-each vehicle per contract (includes inspection) \$225.00
- Charges for non-consent tow service contract holders
 - **Flat tow service fee.....\$150.00**
 - Storage yard fee.....\$20.00 or less/day
 - Transfer fee.....\$50.00
 - Notification fee.....\$25.00 or less