

ORDINANCE NO. 585-2021

AN ORDINANCE ESTABLISHING TOWING AND RECOVERY ROTATION SERVICES REGULATIONS IN THE CITY OF SPANISH FORT, ALABAMA

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. Definitions.

For purposes of this Ordinance, the following terms, phrases, words, and their derivations shall have the meaning herein ascribed. When not consistent with the context, words used in the present tense include the future; words used in the singular number include the plural; and words used in the male gender include the female. The word "shall" is always mandatory and not merely directory.

Large tow truck: A class "C" or above tow truck as defined in this article.

Person: Any person, firm, partnership, association, corporation, company or organization of any kind.

Street: Any public or private road, street, avenue, highway, or alley.

Vehicle: Any device in, upon or by which any person or property is or may be transported upon a street.

Wrecker rotation call: A call for a tow truck service that is on a list maintained by the Spanish Fort Police Department that is permitted to provide a towing service when contacted to do so by the Spanish Fort Police Department.

Tow truck or wrecker: Any vehicle operated by a person engaged in the business of vehicle towing, whereby vehicles are towed or otherwise removed from the place where they are disabled or parked by use of a tow truck so designed for that purpose.

SECTION 2. Permit and License Required.

No tow truck service shall offer such services within the City of Spanish Fort, without first obtaining both a permit from the Chief of Police, or his/her designee, and a license to operate the tow truck service business from the City as provided in this article.

SECTION 3. Application for Permits.

Applications for permits issued hereunder shall be made annually upon forms prepared and made available by the Chief of Police or his/her designee. All applicants shall include as much information as the applicant wishes to submit, but must provide the following to the Spanish Fort Police Department:

- (a) Application for placement on rotation list. This application will include the information on the business, the business owner(s), and the vehicle storage area.
- (b) Agreement of compliance form. This form is an agreement by the applicant to meet all standards and follow all rules and regulations as set out in this Ordinance.
- (c) Any other information as the Chief of Police or his designee shall find reasonably necessary to effectuate the purpose of this Ordinance and to arrive at a fair determination of whether the terms of this Ordinance have been met.

SECTION 4. Standards for Issuance of Permit.

The Chief of Police or his designee shall issue a permit hereunder once he finds:

- (a) Public convenience and necessity require the operation of the proposed tow truck service for which an application has been submitted;
- (b) Insurance policies as required by this Ordinance have been procured;
- (c) Applicant and applicant's employees are fit and proper persons to conduct the proposed tow truck service;
- (d)

(e) Applicant's tow trucks appear to be in good mechanical condition and equipped in accordance with the requirements of this Ordinance, so that the usual purpose and work of a tow truck can be accomplished;

(f) That the requirements of this Ordinance and all other governing laws and ordinances have been met; and

(g) That all other requirements related to the operation of a tow truck and the tow truck service business promulgated from time to time by the State of Alabama, United States and/or Baldwin County have been met.

SECTION 5. Promulgation of Regulations.

The Spanish Fort City Council may from time to time promulgate and enforce reasonable rules and regulations for tow trucks.

SECTION 6. Application for Business License.

Upon issuance of a permit by the Chief of Police or his/her designee, and prior to doing or soliciting any business in the City, the owner of the tow truck service business must make application for a City of Spanish Fort business license and pay the required license fee at the office of the City Clerk. The issuance of a permit by the Chief of Police does not guarantee that a business license will be issued, as the applicant must comply with all applicable laws, rules and regulations.

SECTION 7. Permit Term.

Unless revoked or surrendered prior to expiration, the aforementioned permit issued by the Chief of Police, or his designee, shall be valid for the remainder of the calendar year in which it was issued. Each permit must be renewed annually by submitting an application on or after December 1 of each calendar year, and no later than the first business day in January for each succeeding calendar year. The Chief of Police and/or his designee may deny the renewal of a permit if the requirements of this Ordinance are not met. It shall be unlawful to engage in the business of a rotation wrecker within the City after the expiration date of the permit. Permits are non-transferable.

SECTION 8. Insurance Requirements.

(a) All tow trucks and towing service business operating within the municipal limits of the City of Spanish Fort shall maintain an insurance policy identifying the City of Spanish Fort as an additional insured and shall provide a certificate of insurance, or other acceptable proof thereof, issued by a surety or an insurance company authorized to do business in the State of Alabama with coverage at the following minimum levels and containing an endorsement providing for thirty (30) days' notice to the City, specifically to the officer designated by the Chief of Police to monitor tow truck companies, prior to any material change therein or cancellation thereof:

(1) Two hundred fifty thousand dollars (\$250,000.00) for bodily injury to any one (1) person;

(2) Five hundred thousand dollars (\$500,000.00) for bodily injury in one (1) accident;

(3) One hundred thousand dollars (\$100,000.00) for damage to property, other than the towed vehicle and its contents while being either towed or stored; and

(4) One hundred thousand dollars (\$100,000.00) in garage keepers' legal liability, including, but not limited to, coverage for fire, explosion, theft, riot and/or civil commotion, vandalism and collision with a deductible not greater than five hundred dollars (\$500.00).

(b) Each tow truck service business in the City which makes contact with any vehicle to be towed assumes liability for injury to persons, property damage, fire, theft, or other acts of negligence stemming from the towing process.

SECTION 9. Tow Truck Inspections.

Each tow truck service doing business in the city shall have a current ALDOT certificate of Inspection for each vehicle, and an ALDOT number must be displayed on the vehicle. A copy of these inspections will be maintained by the tow truck service and will be made immediately available to the Police Department upon request.

SECTION 10. General Requirements.

(a) Each tow truck service shall maintain twenty-four (24) hour wrecker service, seven (7) days a week, with a wrecker operator and wrecker on call at all times. Police dispatchers will telephone only one (1) number as provided by the tow truck service. Wrecker companies may have this number forwarded to another number, but no beepers or answering machines may be used.

(b) Each tow truck service shall have adequate storage space to provide safe keeping for a minimum of fifteen (15) wrecked, disabled or impounded vehicles. This space shall be enclosed by a six (6) foot chain link fence or wall with a gate under lock and key. All wrecker companies shall employ reasonable safeguards and procedures so that all personal belongings and contents in the vehicles are intact and returned to the vehicle's owner or agent upon release of the vehicles. This storage area shall be within the City of Spanish Fort corporate limits.

(c) Each tow truck service business shall maintain a current list of drivers and furnish a copy of said list to the Spanish Fort Police Department immediately upon request. This list shall contain current information on the owner(s) and drivers. This current information shall include the home address, home phone number(s), date of birth, driver's license numbers, dates of hire, and any other personal information that may be requested by the Spanish Fort Police Department.

(d) Each tow truck service business shall maintain a current list of tow trucks in their fleet and shall furnish a copy of said list to the Spanish Fort Police Department immediately upon request. This list shall include the make, model, year, VIN, tag number, vehicle size, number of axles, and lift capacity.

(e) The rotation call list is to include one (1) listing per tow truck service, regardless of the number of company locations within the city, regardless of the number of trucks, and regardless of whether one (1) owner or group of owners owns more than one (1) tow truck service within the City.

(f) No more than one (1) truck service businesses may occupy the same physical location, address, parcel of real estate, or have the same telephone number.

(g) No employee of a tow truck service business may inquire to the police dispatcher as to rotation status or express grievances relating to other tow truck service businesses. Such matters shall instead be directed to the Chief of Police or his designee.

SECTION 11. Tow Trucks and Drivers.

(a) No driver who has been convicted of any felony or any crime involving force, violence or moral turpitude shall operate a vehicle on the rotation list.

(b) All tow truck drivers shall be properly trained and have a valid driver's license for the type of tow truck they are operating. Additionally, all tow truck drivers must be properly trained to use any other equipment necessary to performing a tow truck service.

(c) Tow truck service businesses shall arrive to the location of the tow within thirty (30) minutes from the time the call is dispatched by the Spanish Fort Police Department, if the call location is within the Spanish Fort corporate limits.

(d) A tow truck driver responding on behalf of a tow truck service business must have a certificate from a recognized hazardous materials class indicating an awareness level of hazardous materials training. This certificate of training shall be maintained by the tow truck service and a copy thereof shall be furnished to the Spanish Fort Police Department immediately upon request. When responding to a tow truck service call, all state and federal environmental protection laws, rules and regulations shall be followed.

(e) Each tow truck service business shall equip and maintain all tow trucks covered under this Ordinance in accordance with the provisions set forth in the Alabama Department of Transportation Handbook and consistent with industry standards.

(f) No wrecker shall proceed to the scene of an incident without being requested to do so by the Police Department or the owner or person in charge of the vehicle. No wrecker shall solicit business at the scene of an incident.

(g) Unless ordered to do otherwise by the Spanish Fort Police Department or other law enforcement organization with jurisdiction over the scene, once a tow truck has arrived at the scene, the driver shall, without undue delay, move vehicles to a location where they do not impede or

obstruct traffic and remove any debris originating from the vehicles in accordance with § 13A-7-29(4) Code of Alabama (1975).

(h) No wrecker will be marked (color, decal, etc.) as to resemble a Spanish Fort Police vehicle or any other law enforcement vehicle.

(i) Tow trucks shall not display the words "Official Police Tow" or words to that effect.

(j) The tow truck service shall respond to a wrecker rotation call without any undue delay. Undue delays shall include, but not be limited to: delays caused by lack of knowledge or training of the tow truck driver to effectively operate the tow truck or its equipment, faulty equipment and/or the lack of necessary equipment or supplies to remove a vehicle.

(k) The tow truck service business shall maintain a minimum of one (1) driver on-duty or on call at all times.

(l) In the event that any wrecker is canceled prior to or after arrival at the scene of any incident after being dispatched as a result of being listed on the rotation list, the tow truck service shall not be entitled to charge for the canceled call; however, the company shall be placed back on top of the rotation list. Cancellation may occur up to the time the wrecker actually begins towing the vehicle.

(m) Each tow truck shall be equipped with a flashing, revolving or strobe caution light, the color of amber or yellow, and mounted for three-hundred-sixty-degree visibility and properly installed. Said caution light shall be operated at the scene of a wreck/collision, but shall not be operated while proceeding to the scene of a wreck/collision or while in transport, unless such use is authorized by the Police Department in a particular case because of an emergency situation.

(n) The name of the tow truck service business shall be kept prominently displayed on each tow truck.

(o) A rollback and/or a flatbed tow truck may be used for rotation wrecker calls, unless the City of Spanish Fort Police Department instructs that a conventional wrecker is needed or requested by the owner of the vehicle or the owner's representative. Therefore, having a rollback and/or a flatbed tow truck is not required to remain on the rotation list; however, having at least one (1) conventional wrecker in proper working order is required to remain on the rotation list.

(p) In the event a tow truck service business is unavailable to respond to a wrecker rotation call, the tow truck service business shall call the Spanish Fort Police Department and advise of such. Being unable to respond to a wrecker rotation call will result in a loss of turn on the wrecker rotation list. Repeated unavailability for wrecker rotation calls or refusals to respond will not be tolerated and may result in removal from the wrecker rotation list.

SECTION 12. Standard Tow Truck Equipment.

Each tow truck service business shall maintain and keep in good working order the following standard equipment on each tow truck:

- (a) Power Winch — Winch line and/or boom with lifting capacity of not less than four (4) tons;
- (b) Wheel-lift — Lift designed to transport vehicles by their tires without further damaging the towed vehicle;
- (c) Proper tie-down straps for wheel-lift;
- (d) Safety chains;
- (e) Safety vest;
- (f) Safety gloves;
- (g) Fire extinguisher (properly charged);
- (h) Pry bar capable of prying open doors;
- (i) Push broom;
- (j) Axe;
- (k) Shovel;
- (l) One set of road flares/triangles;
- (m) Four-way hazard emergency flashing lights;

- (n) Tow lights;
- (o) Three-hundred-sixty-degree visibility revolving or strobe light colored amber or yellow;
- (p) Work lights designed to provide lighting on dark incident scenes; and
- (q) One set of dollies (with tow truck service business's name permanently affixed to dollies).

SECTION 13. Rollback/Flatbed Tow Truck Equipment.

Each rollback/flatbed tow truck shall maintain the standard tow truck equipment as well as the following additional equipment which shall be in good working order:

- (a) Minimum nineteen (19) feet bed;
- (b) Dual rear wheels;
- (c) Minimum fifty (50) feet of three-eighth-inch cable (6×19 OEM);
- (d) Brake lock device; and
- (e) Minimum of four (4) tie downs.

SECTION 14. Large Tow Truck Equipment.

Each large tow truck shall maintain the standard tow truck equipment as well as the following additional equipment which shall be in good working order:

- (a) Air control valve operable;
- (b) Two (2) chock blocks or equivalent;
- (c) Two hundred (200) feet (minimum five-eighth-inch cable or OEM);
- (d) Automotive lock air brakes (parking brakes);
- (e) Bolt cutters (minimum ½ inch opening);
- (f) Two (2) fire extinguishers (ten (10) pounds minimum)—properly charged;
- (g) External air hookups and hoses;
- (h) Six (6) safety cones;
- (i) Six (6) safety triangles or road flares; and
- (j) Fifty (50) pounds of sand or equivalent.

SECTION 15. Tow Truck Classifications.

There shall be four (4) classes of tow trucks covered under this policy.

(a) *Class A—Light Duty:*

(1) Tow trucks with a manufacturer's gross vehicle weight rating (GVWR) of ten thousand (10,000) to nineteen thousand five hundred (19,500) pounds with wheel-lift capabilities and may have a car carrier. Class A equipment must include a four (4) ton recovery equipment rating and 100 feet of three-eighth-inch 6×19 cable or OEM specifications.

(2) A towing company that has a car carrier may be exempted from the wheel-lift capability requirements; however, the car carrier must be an additional unit.

(b) *Class B—Medium Duty:*

(1) Tow trucks with a manufacturer's gross vehicle weight rating (GVWR) of nineteen thousand five hundred one (19,501) to thirty-three thousand (33,000) pounds. The truck shall be capable of providing air to the towed vehicle. Class B equipment must include a nineteen thousand five hundred one (19,501) to thirty-three thousand (33,000) GVWRW chassis and one hundred fifty 150 feet of seven-sixteenth-inch 6×19 cable or OEM specifications.

(2) These tow trucks may also have a car carrier; however, the car carrier must be an additional unit. A Class B (car carrier) must be equipped with a nineteen thousand five hundred one plus (19,501+) GVWR chassis and fifty (50) feet of three-eighth-inch 6×19 cable or OEM specifications.

(c) *Class C—Heavy Duty:*

Three-axle tow trucks with a manufacturer's gross vehicle weight rating (GVWR) of at least thirty-three thousand (33,000) pounds. The truck shall be capable of providing air to the towed vehicle. Class C equipment must include a thirty-three thousand (33,000) to fifty thousand (50,000) GVWR chassis, twenty-five (25) ton recovery equipment rating, and two hundred (200) feet of five-eighth-inch cable or OEM specifications.

(d) *Class D—Super Heavy Duty:*

Three-axle tow trucks with a manufacturer's gross vehicle weight rating (GVWR) of at least fifty thousand (50,000) pounds. The truck shall be capable of providing air to the towed vehicle. Class D equipment must include a fifty thousand plus (50,000+) GVWR chassis, twenty-five (25) ton recovery equipment rating, and two hundred fifty (250) feet of three-quarter-inch cable or OEM specifications.

SECTION 16. Maximum Allowable Towing/Storage Fees.

(a) No tow truck service business on the Spanish Fort Police Department's wrecker rotation call list may charge a fee in excess of amounts set forth herein for tow truck services performed in response to wrecker rotation calls made by a police dispatcher. In addition to the fee caps set forth and provided herein, no other fees may be charged by the tow truck service business that are not expressly set forth by this Ordinance.

(b) Subject to the provisions of subsection (c) of this section, which govern the provision of additional services provided above and beyond standard towing services, the following regulations govern the cost of providing towing services pursuant to this Ordinance:

(1) A tow truck service business may not charge more than one hundred twenty-five (\$125.00) dollars for each vehicle towed as the result of an arrest or an abandoned, dismantled or inoperative vehicle from one (1) point in the Spanish Fort city limits to any point within five (5) miles of the Spanish Fort city limits, for any vehicle with a gross vehicle weight rating (GVWR) of ten thousand (10,000) pounds or less.

(2) If any vehicle requires a dolly, tire change, or removal of a dislodged drive shaft, there may be an additional charge up to thirty-five (\$35.00) dollars.

(3) No additional added towing charges will be allowed for moving the towed vehicle to any destination required by owner within the Spanish Fort city limits or to any point within five (5) miles of the Spanish Fort city limits.

(4) The tow truck service business may not charge more than one hundred twenty-five dollars (\$125.00) for each vehicle towed as the result of an accident from one (1) point in the Spanish Fort city limits to any point within five (5) miles of the Spanish Fort city limits, for any vehicle with a gross vehicle weight rating (GVWR) of ten thousand (10,000) pounds or less. In addition to the up to one hundred twenty-five dollars (\$125.00) charge for towing each vehicle, any service call which requires more than one (1) hour on scene shall be permitted an additional charge up to one hundred twenty-five dollars (\$125.00) per hour, calculated in fifteen (15) minute increments.

(5) The tow truck service business may not charge more than three hundred ten dollars (\$310.00) for each vehicle towed from one (1) point in the City to any point within five (5) miles of the Spanish Fort city limits, for any vehicle with a gross vehicle weight rating (GVWR) of ten thousand one (10,001) pounds or more. In addition to the charge up to three hundred ten dollars (\$310.00) for towing each vehicle, any service call which requires more than one (1) hour on scene shall be permitted an additional charge up to three hundred ten dollars (\$310.00) per hour, calculated in fifteen (15) minute increments.

(6) No additional added towing charges will be allowed for moving the towed vehicle to any destination required by owner within the Spanish Fort city limits or to any point within five (5) miles of the Spanish Fort city limits.

(7) A tow truck service business may charge a maximum of an additional one hundred fifty dollars (\$150.00) for the actual use of any additional equipment not required by this chapter, when such use is requested by or consented to by the police officer in charge of the scene or the hazardous materials incident supervisor, for any vehicle with a gross vehicle weight rating (GVWR) of ten thousand (10,000) pounds or less. The need or request for the use of a "flatbed," "roll-back," or "slide-back" wrecker shall not be considered additional equipment under this section.

(c) A tow truck service business may charge additional fees pursuant to this subsection (c) for the actual use of any additional equipment not required by this Ordinance, when such use is requested by or consented to by the police officer in charge of the scene or the hazardous materials incident supervisor. A tow truck service driver on the City's rotation list shall keep a copy of this Section 16 of this Ordinance in the vehicle at all times and shall present a copy of such Section 16 upon request to any person to whom towing services were provided, their agent, or any City police officer, law enforcement officer or hazardous materials incident supervisor in charge of the scene or incident. The maximum charges or fees for emergency towing by a vehicle owner or operator using the wrecker rotation list, and for towing performed without the knowledge and consent of the owner or operator of a vehicle, shall be as follows:

(1) Righting—two-axle vehicle weighing ten thousand (10,000) pounds or less: seventy-five dollars (\$75.00) for the first hour and prorated in ten-minute increments thereafter based on seventy-five dollars (\$75.00) per hour. For example, if righting a vehicle takes one (1) hour and thirty-eight (38) minutes, the total charge would be seventy-five dollars (\$75.00) plus fifty dollars (50.00) for a total of one hundred twenty-five dollars (\$125.00). If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to right the vehicle, the second wrecker may also charge seventy-five dollars (\$75.00) for the first hour and prorated in ten-minute increments thereafter based on seventy-five dollars (\$75.00) per hour.

(2) Righting—two-axle vehicle weighing ten thousand one (10,001) pounds through twenty-six thousand (26,000) pounds: two hundred dollars (\$200.00) for the first hour and prorated in ten-minute increments thereafter based on two hundred dollars (\$200.00) per hour. If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to right the vehicle, the second wrecker may also charge two hundred dollars (\$200.00) for the first hour and prorated in ten-minute increments thereafter based on two hundred dollars (\$200.00) per hour.

(3) Righting—two-axle vehicle weighing twenty-six thousand one (26,001) pounds or more, or any vehicle with more than two axles: three hundred fifty dollars (\$350.00) for the first hour and prorated in ten-minute increments thereafter based on three hundred fifty dollars (\$350.00) per hour. If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to right the vehicle, the second wrecker may also charge three hundred fifty dollars (\$350.00) for the first hour and prorated in ten-minute increments thereafter based on three hundred fifty dollars (\$350.00) per hour.

(4) Winching—two-axle vehicle weighing ten thousand (10,000) pounds or less: seventy-five dollars (\$75.00) for the first hour and prorated in ten-minute increments thereafter based on seventy-five dollars (\$75.00) per hour. If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to winch the vehicle, the second wrecker may also charge seventy-five dollars (\$75.00) for the first hour and prorated in ten-minute increments thereafter based on seventy-five dollars (\$75.00) per hour. Second wrecker fees may only be charged when it is necessary that both wreckers are hooked to the vehicle, and pulled in tandem, to right or winch the vehicle safely. No additional amount may be charged for incidental or routine winching necessary to attach or load any vehicle onto a wrecker.

(5) Winching—two-axle vehicle weighing ten thousand one (10,001) pounds through twenty-six thousand (26,000) pounds: two hundred dollars (\$200.00) for the first hour and prorated in ten-minute increments thereafter based on two hundred dollars (\$200.00) per hour. If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to winch the vehicle, the second wrecker may also charge two hundred dollars (\$200.00) for the first hour and prorated in ten-minute increments thereafter based on two hundred dollars (\$200.00) per hour. Second wrecker fees may only be charged when it is necessary that both wreckers are hooked to the vehicle, and pulled in tandem, to right or winch the vehicle safely. No additional amount may be charged for incidental or routine winching necessary to attach or load any vehicle onto a wrecker.

(6) Winching—two-axle vehicle weighing twenty-six thousand one (26,001) pounds or more, or any vehicle with more than two axles: three hundred fifty dollars (\$350.00) for the first hour and prorated in ten-minute increments thereafter based on three hundred fifty dollars (\$350.00)

per hour. If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to winch the vehicle, the second wrecker may also charge three hundred fifty dollars (\$350.00) for the first hour and prorated in ten-minute increments thereafter based on three hundred fifty dollars (\$350.00) per hour. Second wrecker fees may only be charged when it is necessary that both wreckers are hooked to the vehicle, and pulled in tandem, to right or winch the vehicle safely. No additional amount may be charged for incidental or routine winching necessary to attach or load any vehicle onto a wrecker.

(7) Righting or lifting vehicle by airbag, per pound lifted: three and one-half cents (\$0.035).

(8) Forklift, backhoe, track hoe, and any other necessary recovery equipment services shall be at standard commercial rental rates plus ten percent per hour (not including operator).

(9) Oil dry shall be charged at a maximum rate of five dollars (\$5.00) per ten-pound bag used.

(10) Plastic collision/crash wrap: thirty dollars shall be charged at a maximum rate of (\$30.00) per vehicle wrapped.

(11) Credit/debit card surcharge or convenience fee shall not exceed three (3) percent per transaction.

(d) Storage fees may be charged as follows:

(1) Passenger and other vehicle storage rates for vehicles up to one (1) ton gross weight:

(a) First day storage rates shall be a maximum of (\$30.00), which begins to accrue after the first 24 hours.

(b) Each day thereafter, the maximum rate shall be thirty dollars (\$30.00) per day.

(c) Large haul storage rates shall be a maximum of seventy-five dollars (\$75.00) per day, per piece.

(d) After-hours vehicle release, i.e., times other than non-holiday Mondays through Fridays, 8:00 a.m. to 5:00 p.m., shall result in a charge of a maximum of thirty-five dollars (\$35.00).

(e) Notwithstanding the foregoing, daily storage rates may not be charged for any days on which the place of business of a wrecker company on the wrecker rotation list is not open for at least four (4) consecutive daytime hours to allow owners of vehicles, or their agents, to recover their vehicles.

(2) Up to forty dollars (\$40.00) per day for each vehicle over one (1) ton in gross weight but less than forty (40) feet in length.

(3) Up to fifty dollars (\$50.00) per day for each vehicle in excess of forty (40) feet in length or for each vehicle requiring inside storage.

(e) The maximum fees for wrecker services, listed above, include:

(1) Cleaning of debris from roadway, pickup and towing of vehicle to any destination within the city limits or to any point within five (5) miles of the Spanish Fort city limits; and

(2) No keys to vehicle: included in towing services.

(f) The rates and charges as established herein do not relate to or regulate consensual wrecker services in which the vehicle's owner or operator expressly requests towing or wrecker services from a specific wrecker operator and chooses not to utilize the rotation list. The rates and charges as established herein shall be reviewed by the City of Spanish Fort Police Department each year during the month of January. Recommendations for any rate changes shall thereafter be forwarded to the City Council, which may make adjustments to the rates as deemed appropriate by an amendment to this Ordinance.

SECTION 17. Records.

Each tow truck operator shall document and maintain a record of all services performed in response to a wrecker rotation call. Said records shall include, but are not limited to, the following information:

- (a) Date and time service was requested;
 - (1) Name of the person requesting service;
 - (2) Location of vehicle;
 - (3) Description, license and V.I.N. of towed vehicle;
 - (4) Vehicle owner or driver's name, if known; and
 - (5) Service charges and fees.
- (b) All records required herein must be immediately available for inspection by officers or agents of the Spanish Fort Police Department and/or the City of Spanish Fort. Such inspections shall be conducted at a reasonable date and hour at the towing service business.
- (c) The tow truck service business shall maintain the required records for the current calendar year, and the calendar year immediately prior to the current calendar year.
- (d) A record of all abandoned motor vehicles shall be maintained by the tow truck company, and the sale or disposal of any abandoned vehicle be in accordance with [Chapter 13](#), Title 32, Code of Alabama as the same may be amended.
- (e) When a hold is placed on a vehicle for evidentiary purposes, the tow truck service business shall maintain a record of the name of police officer requesting the hold along with the date such hold was placed on the subject vehicle and the reasons articulated by the police officer for placing the hold.

SECTION 18. Selection of Wrecker.

- (a) The owner of the vehicle or the owner's representative shall select, when practical, the tow truck service company to be used. The selected tow truck service company shall be notified by the said owner or the owner's representative.
- (b) Except as set forth in subsection (a) above, insofar as it is feasible to do so, and unless otherwise instructed by the owner or the owner's representative, the tow truck service company will be notified by the Spanish Fort Police Department and selected using the wrecker rotation call system. The police officer shall inform the company or the company's representative of the cost and charges and other pertinent information concerning the wrecker rotation services.

SECTION 19. Complaints.

Complaints against tow truck service companies will be documented by the Spanish Fort Police Department. Complaints will be investigated by the Spanish Fort Police Department in a timely manner. After the investigation, the tow truck service company and the complainant will then be notified of the disposition of the complaint. Any complaints and/or grievances from a tow truck service company will be put in writing from the company to the Chief of Police or his designee. The Chief of Police or his designee shall provide the tow truck service company with a written response within five (5) business days.

SECTION 20. Revocation and Suspension.

- (a) Any permit issued under this Ordinance shall be subject to suspension or revocation by the Chief of Police for the following reasons:
 - (1) False information was provided, or information withheld by the tow truck service company or an employee of the tow truck service company, at the time the application for permit was received, if such false or withheld information would have constituted just cause for refusal to issue such permit;
 - (2) False information was provided, or information was withheld at any time by the tow truck service company, or an employee of the tow truck service company, when information was requested by the Chief of Police, or his designee, regarding the rotation wrecker service;
 - (3) The tow truck service company, or an employee of the tow truck service company, conducted business in a fraudulent, unethical or questionable manner;

- (4) The tow truck service company's business license has expired;
- (5) The tow truck service company has inadequate or insufficient insurance as determined by the City of Spanish Fort and/or the Spanish Fort Police Department; or
- (6) Any tow truck driver is operating a wrecker with a suspended, revoked or cancelled driver's license;
- (7) The tow truck service company has missed two (2) consecutive call outs without acceptable justification. It is a tow truck service company's responsibility to notify the Spanish Fort Police Department if it is unable to answer call outs. The notification shall contain the reason and the length of time the tow truck service company will be out of service.
- (8) The tow truck service company, or an employee of the tow truck service company, violated any provisions of this Ordinance.

(b) The length of suspension or revocation of the permit will be at the discretion of the Chief of Police, based in part on the severity of the violation(s) and/or the frequency of the violation(s). The tow truck service company will have the right to appeal said revocation or suspension by filing with the City Clerk a written notice of appeal within seven (7) calendar days from the date of permit suspension or revocation. The Mayor and City Council shall hold a public hearing on the appeal to determine whether to affirm, deny and/or modify said permit suspension or revocation.

SECTION 21. Penalties.

Any person violating any provision of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined an amount not exceeding five hundred dollars (\$500.00) or be imprisoned for a period not to exceed one hundred eighty (180) days or be both so fined and imprisoned.

SECTION 22. Severability Clause.

If any part, section or subdivision of this Ordinance shall be held unconstitutional invalid for any reason, such holding should not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

SECTION 23. Repealer Clause.

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict. Except as expressly amended herein, all terms and provisions contained in Ordinance No. 51-96, as amended, shall remain in full force and effect.

SECTION 24. Effective Date.

This Ordinance shall become effective upon its adoption or as otherwise required by state law. Adopted and approved this _____ day of _____, 2021.

 Michael M. McMillan
 Mayor

Attest:

 Rebecca A. Gaines
 City Clerk