

**NORTHGLENN POLICE DEPARTMENT
COUNCIL MEMORANDUM #12-5**

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: Bill Simmons, City Manager *WAS*
Jim May, Chief of Police *AA*

DATE: October 22nd, 2012

SUBJECT: CR 12-99, Towing Services for the City for 2012-2013

RECOMMENDATION:

Attached is Resolution (#12-99) which, if approved, would authorize the Mayor to execute a contract with Mirage Recovery Service for towing and vehicle recovery services for the city.

BACKGROUND:

In August 2008 the City of Northglenn executed a contract with Mirage Recovery Service for the towing and recovery of vehicles in the city. The contract has since expired and a Request for Bid went out in September.

Four bids were submitted by tow/recovery companies. Staff conducted a review of the four vendors. They were evaluated by pricing, storage facility conditions and security, the distance from the storage lot to City Hall, the number of towing units, and overall history of service.

Staff recommends the contract be awarded to Mirage Recovery Service, a company that specializes in government towing. Mirage was also the lowest priced bidder for towing fees charged to private owners of towed vehicles. Mirage, in our opinion, has the best facilities for police investigations, the best security and the type of towing trucks and machinery that we require. These criteria were the most important for the City.

BUDGET IMPLICATIONS:

Money for towing is included in departmental budgets. The City spends approximately \$2,000.00 a year on vehicle towing. Most tows are privately owned vehicles involved in motor vehicle crashes which are paid for by the vehicle owner's insurance company or the at-fault driver's insurance company. Tows that are paid for by the City are usually City vehicles that have broken down or vehicles impounded as evidence for the Police Department.

STAFF REFERENCE:

If Council Members have any comments or questions, they may contact Commander Jeremy Sloan at (303) 450-8854 or jsloan@northglenn.org

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-99
Series of 2012

Series of 2012

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND DRAWBAUGH ENTERPRISES INC. DBA MIRAGE RECOVERY SERVICE FOR VEHICLE TOWING AND IMPOUND SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Agreement between the City of Northglenn and Drawbaugh Enterprises, Inc. dba Mirage Recovery Service, attached hereto, in an amount not to exceed two thousand dollars (\$2,000.00) for vehicle towing and impound services is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this ____ day of _____, 2012.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and Drawbaugh Enterprises Inc. DBA Mirage Recovery Service (hereinafter referred to as "Consultant").

RECITALS:

A. The City requires professional services.

B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the City, professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the City upon completion of the work.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed Two thousand and ⁰⁰/₁₀₀ — dollars (\$ 2,000⁰⁰). Payment shall be made in accordance with the schedule of charges in **Exhibit B** which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required

by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's certification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables as provided in Exhibit A.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Consultant shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Consultant shall:

a. Notify the subcontractor and the City within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

D. Duty to Comply with Investigations. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.

E. If Consultant does not currently employ any employees, Consultant shall sign the NO Employee Affidavit attached hereto.

F. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the Department Program Affidavit attached hereto.

IX. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligent act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. Consultant also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that

such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the City, its officers, or its employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission, or other fault of the City, its officers, or employees.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease - policy limit, and one million dollars (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the workmen's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

C. The policy required by paragraph 2. above shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

D. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. If the City is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the

Consultant's insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an additional insured. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Northglenn
Attn: _____
11701 Community Center Drive
Northglenn, Colorado 80233-8061

E. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

F. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, or its employees.

XI. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XII. TERMINATION

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat

such conflict of interest as a default and terminate this Agreement.

XIV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

XV. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

XVI. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibits A and B is the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVIII. SUBJECT TO ANNUAL APPROPRIATION

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated.

XIX. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City: City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061

Consultant: Drawbaugh Enterprises Inc. DBA Mirage Recovery Service
8051 Rosemary St
Commerce City CO 80022

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF NORTHGLENN, COLORADO

By: _____
_____ Date

ATTEST:

Title

Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

CONSULTANT:

By: _____

Susan Drawbaugh
Print Name

President 10/4/12
Title Date

ATTEST:

By: _____
JAMES S. MAY
Print Name

Chief 10/12/12
Title Date

Name of City's Project Manager

Jeremy Sloan

PROSPECTIVE CONSULTANT'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: Drawbaugh Enterprises Inc. DBA Mirage Recovery Service
(Prospective Consultant)

TO: City of Northglenn
PO Box 330061
11701 Community Center Drive
Northglenn, CO 80233

Project Name City of Northglenn Towing Services Contract

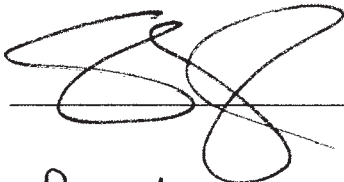
Bid Number IFB - 2012 - 042

Project No. _____

As a prospective Consultant for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this _____ day of _____, 2012.

Prospective Consultant Drawbaugh Enterprises Inc. DBA Mirage Recovery Service

By:  _____

Title: President

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am an owner/member/shareholder of _____, a _____ [specify type of entity-*i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I, Susan Drawbaugh, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

- A valid Colorado Driver's license or a Colorado identification card*
- A United States military card or a military dependent's identification card*
- A United States Coast Guard Merchant Mariner card*
- A Native American tribal document or*
- In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card*
- Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the consultant's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Consultant must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.

Signature

10-11-12
Date

**Mirage Recovery Service
8051 Rosemary St.
Commerce City Co 80022
303-344-4494
303-296-2941 (Fax)**

FACILITIES OVERVIEW

Mirage Recovery Service is located at 8051 Rosemary St. Commerce City Co 80022. The facility hosts approximately 3.5 acres of vehicle storage, with the ability to store approximately 500 vehicles at any given time. The storage lot is fully enclosed by a solid panel fence 8ft in height. Security entry gates to the facility are monitored 24/7 to ensure that only those authorized are granted entry. All visitors to the facility are required to check in with Main Office to obtain documentation allowing them to enter. Mirage Recovery Service has a secure evidence bay equipped with ambient heat, adequate lighting and needed electrical outlets. The evidence bay is capable of storing 5 vehicles at any given time. Only Law Enforcement personnel are authorized to access the evidence bay. Measures are in place to ensure that all entries into the evidence bay are documented by providing a sign in sheet that visitors fill out upon entry.

We also offer additional inside storage space available on an as needed basis.

Mirage Recovery Service has a state of the art digital monitoring system which consists of 32 security cameras placed strategically throughout the interior and exterior of our facility. Our digital monitoring system is monitored at all times by on site staff and can also be accessed remotely. Our main lobby and dispatch center are also audio recorded, along with all incoming and outgoing telephone calls from our facility. Our customer entry and lobby area is equipped with security camera, audio recording and security glass to ensure the safety of our staff.

We would encourage you to visit our facility for a tour. At that time we can answer any additional questions that you may have.

**Mirage Recovery Service
8051 Rosemary St.
Commerce City CO 80022
303-344-4494
303-296-2941 (Fax)**

**City of Northglenn Towing Services Contract
IFB 2012-042**

References

**Colorado State Patrol
8200 N. Hwy. 85
Commerce City Colorado 80022
Trooper David Kraft
303-289-4760
Towing and Impound Services Provided From 1989 - Present**

**Northglenn Police Department
11701 Community Center Drive
Northglenn Colorado 80233
Mara Blake
303-450-8896
Towing and Impound Services Provided From 1990 - 1993 and 2009- Present**

**Adams County Sheriff's Department
4201 E. 72nd Ave
Commerce City Colorado 80022
Nina Shubert
720-322-1204
Towing and Impound Services Provided From 2009- Present**

**Thornton Police Department
9500 Civic Center Drive
Thornton Colorado 80229
Commander Marilee Bella
720-977-5350
Towing and Impound Services Provided From 2004 - Present**

**Wheatridge Police Department
7500 W. 29th Ave**

Wheatridge Colorado 80033
Sargeant James Cohen
303-235-2913
Towing and Impound Services Provided From 2001- 2007

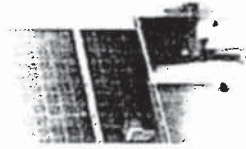
Denver International Airport
8500 Pena Blvd
Denver Colorado 80249
Melissa Brum
303-342-4052
Towing Services Provided From 2000- 2008

Commerce City Police Department
7887 E. 60th Ave
Commerce City Co 80022
Commander Larry Woog
303-289-3726
Towing Services Provided from 2002- Present

Mirage Recovery Service
8051 Rosemary St.
Commerce City Co 80022
303-344-4494

Equipment List/ GVWR Capabilities

Vehicle Description	GVWR Capabilities
Unit #1 2008 Hino Flatbed	10,000 LBS.
Unit #2 2008 Hino Flatbed	10,000 LBS.
Unit #3 2011 Dodge 5500 Flatbed	10,000 LBS.
Unit #4 2007 Ford F-450 Wrecker	8,000 LBS.
Unit #5 2008 Ford F-250 Wrecker	10,000 LBS.
Unit #6 2007 Kenworth T-800 Heavy Wrecker	35 TONS
Unit #7 2004 Peterbilt Tractor W/ 3 Axel Lowboy Trlr.	51 TONS
Unit #8 2004 Ford F-350 Wrecker	10,000 LBS.
Unit #9 2006 Kenworth T-300 Med. Duty Wrecker	16 TONS
Unit # 10 2010 Ford F-650 Flatbed	10,000 LBS.
Unit #12 2006 International 4300 Med. Duty Wrecker	12,000 LBS.
Unit # 13 2005 Kenworth T-800 Heavy Duty Wrecker	50 TONS
Unit #16 2004 Kenworth T-800 Heavy Rotator Wrecker	60 TONS
Unit #17 2007 Kenworth T-800 Heavy Wrecker	50 TONS
Unit #19 2007 International 4300 Flatbed	10,000 LBS
Unit #20 2010 Hino Flatbed	12,000 LBS



Permit Information

Owner(s) Drawbaugh Enterprises, Inc.
Company Name Mirage Recovery Service

Address 8051 Rosemary ST
Commerce City, CO 80022-4973
Phone Number 303.344.4494
Fax Number 303.296.2941
Permit Number T-03262
Permit Type Towing Carrier
Permit Status Active
Permit Issue Date 09/15/2000

NOTE - A carrier whose permit status is indicated as "Show Cause" means either (1) that the carriers insurance coverage may be cancelled in the future, or (2) that the carriers insurance coverage may already have been cancelled. "Show Cause" does not necessarily mean that the carriers authority or registration has been or will be revoked. Questions regarding a specific carrier should be directed to the PUCs Operating Rights unit at 303.894.2000 (select option 4), or toll-free within Colorado at 800.888.0170 (select option 4).

Return to Colorado Public Utilities Commission - Search Disclaimer

Search for Permits registered with the Public Utilities Commission

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Technical Assistance:
E-mail Information Technology Section

Public Utilities Commission

Complaints E-Mail
(303) 894-2065 - General Fax
(303) 894-2071 - Transportation Fax
Relay Colorado

Exhibit A. Page 5 of 8



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/31/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER P and G Insurance Professionals, LLC Po Box 22724 Denver, CO 80222	CONTACT NAME: CHRIS PASTERNAK	FAX (A/C, No): (888) 791-4038
	PHONE (A/C, No, Ext): (303) 408-3892	E-MAIL ADDRESS: chris.pasternak@pandgip.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED DRAWBAUGH ENTERPRISES INC DBA MIRAGE RECOVERY SUSAN DRAWBAUGH 8051 ROSE MARY ST COMMERCE CITY, CO 80022	INSURER A: KBK INSURANCE	
	INSURER B: SERVICE PINNACOL	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
1	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			APP46209101	09/01/2012	09/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$5000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$								
2	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			APP46209101	09/01/2012	09/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$100,000 \$								
3	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			APP46209101	09/01/2012	09/01/2013	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$								
3	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			4036341	09/01/2012	09/01/2013	<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$100,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$100,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$500,000</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$100,000	E.L. DISEASE - EA EMPLOYEE	\$100,000	E.L. DISEASE - POLICY LIMIT	\$500,000
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E.L. DISEASE - POLICY LIMIT	\$500,000														
1	GARAGE KEEPERS			APP46209101	09/01/2012	09/01/2013	\$500,000								
1	ON HOOK			APP46209101	09/01/2012	09/01/2013	\$100,000 MIN								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CITY, ITS OFFICERS, OFFICIALS AND EMPLOYERS ARE LISTED AS ADDITIONAL INSUREDS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Exhibit A - Page 16 of 8



City of Northglenn
 Sales Tax Division
 11701 Community Center Drive
 Northglenn, CO 80233-1001

Phone: 303-450-8729
 Fax: 303-280-4611
 Email:
 Website:

RECEIVED
 SEP 06 2012
 City of Northglenn
 SALES TAX DEPT.

BUSINESS LICENSE APPLICATION

Pursuant to City Code **Section 5-3-8(a)(b)** It shall be unlawful for any person to engage in the business of selling at retail, as the same is defined in this Code, tangible personal property and services subject to the tax imposed by this Code, without first having obtained a license therefore, as provided by Section 5-3-19. Every person, retailer or lessor, who comes within the definition of "engaged in business in the City," as defined, shall obtain a Sales and Use Tax License in order to do business in the City of Northglenn. **Merely obtaining a business license does not excuse, nor supersede any other permits and/or approvals necessary to actively engage in business within the City.** It is the responsibility of each business to acquire all of the appropriate permits, licenses, and/or approvals as listed in the _____ prior to conducting business within the City.

APPLICATION FOR ONE OF THE FOLLOWING:

- Business License - **\$15 Fee (Service or Sales)**
 - OR
- Home Occupation Business License - **\$15 Fee (Enclose Home Occupation Agreement)**
 - OR
- Exempt Institute License - **No Fee (Enclose a copy of the IRS 501(c)(3) Letter of Exemption)**

(Office Use Only)

License Number: 99- _____

Business Type: _____ Geo Code/Org: _____

Lot: _____ Cust: _____ NURA: Yes No

1. Filing Frequency: If Sales Tax Collected is:

- \$100/quarter or less - ANNUALLY
- \$100/month or less - QUARTERLY
- \$100/month or more - MONTHLY

Check this box if company creates its own tax returns and does not need the City of Northglenn to supply them. (Enclose a copy of created tax return for City approval)

Filing frequency subject to City approval. Annual filing status is typically granted to service businesses, wholesalers, & non-profit 501(c)(3) organizations

2. Indicate Type of Organization:

- | | | |
|--|---|---|
| <input type="checkbox"/> INDIVIDUAL | <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> NON-PROFIT (501(c)(3) non-profits must enclose copy of IRS exemption letter) |
| <input type="checkbox"/> ASSOCIATION | <input type="checkbox"/> ESTATE/TRUST | |
| <input type="checkbox"/> LIMITED LIABILITY COMPANY | <input checked="" type="checkbox"/> CORPORATION | |
| <input type="checkbox"/> GOVERNMENT | <input type="checkbox"/> LP, LLP, LLLP | |

3. Full legal name of Business or Corporation: Drawbaugh Enterprises Inc.
4. Trade Name (Doing Business As): Mirage Recovery Service
5. State of Colorado Sales Tax License #: 04210084-0000 (Enclose a copy of the license)
6. Physical Business Location (Street & Unit #): 8051 Rosemary St.
 City Commerce City State CO Zip Code 80022 Square Feet _____
 Landlord (if business located in Northglenn) _____ Phone _____
7. Mailing Address (if different from location address): _____
 City _____ State [REDACTED] Zip Code _____

Continued on next page

8. **Business Location Phone:** (303) 344-4494 **Fax:** (303) 296-2941
9. **Business Website Address:** MirageRecovery.Com
10. **Nature of Business/Type of Sales:** Towing
11. **North American Industry Classification System (NAICS) Code (if known):** _____
12. **Days and Hours of Business Operation:** 8am-6pm M_F 9am-2pm Sat **# of Employees:** 19
13. **Date business activity began or will begin in Northglenn:** 09/01/2012
14. **Did You Purchase an Existing Business?:** Yes No If Yes, Date of Purchase _____
 Name of Prior Owner and Business Name _____
15. **List any other current or past businesses (within the past 5 years) owned in Northglenn:**
 1. _____ 2. _____
16. ***List all principal owners, partners, and or corporate officers (attach an additional sheet if necessary):**



17. **Colorado Registered Agent (if Corporation or LLC):** MICHELLE DAHL
 Address 8051 ROSEMARY ST. COMMERCE CITY CO 80022
 Phone (303) 344-4494 Fax (303) 296-2941 Email MDAHL@MIRAGERECOVERY.COM
18. **Contact for Business Records/Accountant:** SUSAN DRAWBAUGH Phone (303) 344-4494
 Address 8051 ROSEMARY ST COMMERCE CITY CO 80022 Email SDRAWBAUGH@MSN.COM
19. **Emergency Contact Name:** MICHELLE DAHL Phone (303) 344-4494

"I declare under penalty of perjury, that this application has been examined by me and the statements made herein are made in good faith pursuant to the City of Northglenn tax laws and regulations, and to the best of my knowledge and belief, are true, correct, and complete. I also understand that additional permits and/or approvals (as described in the 'New Business Checklist') will be necessary prior to conducting any business within the City of Northglenn."

Signature of Owner/Officer  Date 09/06/2012
 Printed Name SUSAN DRAWBAUGH Title PRESIDENT

Incomplete applications will not be processed. Applications will not be processed until \$15.00 license fee is received. Please allow 7-10 days for processing. Items noted with an asterisk (*) are kept strictly confidential.

PRINT & SIGN IN BLUE OR BLACK INK

EXHIBIT B
FEE SCHEDULE FOR TOWING AND STORING SERVICES

1. Regular Tow – 8:00 am to 5:00 pm – Monday through Friday:
Minimum mileage: -0- FREE MILES
Cost per mile over minimum: 65.00 Hookup, 3.00 per mile
2. Regular Tow – 5:00 pm to 8:00 am – Monday through Friday:
Minimum mileage: -0- FREE MILES
Cost per mile over minimum: 65.00 Hookup, 3.00 per mile
3. Regular Tow – 8:00 am to 5:00 pm – Saturday, Sunday, Holidays
Minimum mileage: -0- FREE MILES
Cost per mile over minimum: 65.00 Hookup, 3.00 per mile
4. Regular Tow – 5:00 pm to 8:00 am – Saturday, Sunday, Holidays
Minimum mileage: -0- FREE MILES
Cost per mile over minimum: 65.00 HOOKUP, 3.00 PER MILE
5. Fees in addition to applicable regular tow fee above:
 - a. Winch fee: 25.00 per 1/4 hour
 - b. Dolly: 35.00
 - c. Roll Back: -0.00
 - d. Waiting Time: 15.00 per 1/4 hour
 - e. Cleanup over 15 minutes: 20.00 per 1/4 hour
 - f. Extra man per hour: 20.00 per 1/4 hour
 - g. Roll over: 45.00
6. Service Call:
 - a. Winch fee: 85.00
 - i. Other: Tire Change, lockouts, jumpstarts 75.00
7. Heavy duty tow – rate per hour – 8:00 am to 5:00 pm Monday – Friday 165.00
8. List all additional heavy duty tow fees during this time period: 4.00 per mile
9. Heavy duty tow – rate per hour – 5:00 pm to 8:00 am Monday – Friday 165.00
List all additional heavy duty tow fees during this time period: 4.00 per mile
10. Heavy duty tow – rate per hour – 8:00 am to 5:00 pm Saturday, Sunday Holidays 165.00
List all additional heavy duty tow fees during this time period: 4.00 per mile
11. Heavy duty tow – rate per hour – 5:00 pm to 8:00 am Saturday, Sunday and Holidays
165.00
List all additional heavy duty tow fees during this time period: 4.00 per mile
12. Fees in addition to applicable heavy tow fee listed above:
 - a. Winch fee: 165.00
 - b. Dolly: NA
 - c. Roll Back: NA
 - d. Waiting Time: 50.00 per 1/2 hour
 - e. Cleanup over 15 minutes: 100.00 per hour
 - f. Extra man per hour: 100.00 per hour
 - g. Roll over: 175 per hour
13. Impound Fee: \$ 35.00
14. After hours release fee: 40.00
15. Outdoor storage per day 20.00 per day 10,000 lb & under 40.00 per day over 10,000 lb
16. Indoor storage per day 30.00 per day 10,000 lb & under 50.00 per day over 10,000 lb

17. Acceptable methods of payment

18. City owned towed vehicle fees

- a. Motorcycle - Free
- b. Passenger vehicle - Free
- c. Light truck - Free
- d. Medium truck - 75.00 Hook up, 40 drive shaft, 2.50 per mile
- e. Heavy Truck, Front Loader, Rubbish Truck etc. 125.00 Hook up, 40.00 drive shaft 3.00 per mi.

19. Vehicles towed for criminal investigation

- a. Vehicle towed to city lot for criminal investigation 75.00
- b. Vehicle towed to contractor lot for criminal investigation 125.00

20. Mileage City owned and Police hold vehicles

- a. Inside City Limits - Motorcycle, passenger vehicle, light truck 2.00 per mile
- Outside City Limits 10 mile radius- Motorcycle, Passenger vehicle, light truck 2.00 per mile
- b. Vehicles towed for criminal investigation Outside city limits or more than 10 mile radius 2.00 per mile
- c. Medium and Heavy duty trucks outside City limits or more than 10 mile radius 3.00 per mile

21. City Storage Fees

- a. Outside Storage (First 7 days no charge) 10.00 per day less than 10,000 lb, 20.00 per day over 10000
- b. Inside Storage (First 7 days no charge) 20.00 per day less than 10,000 lb, 40.00 per day over 10,000 lb

A copy of all required insurance coverage and City of Northglenn Business/Use Tax License must be submitted along with a copy of current P.U.C. License.

Provide at least three (3) references of similar work. Include contact name, address and phone number.

The City of Northglenn reserves the right to inspect each tow operator's business for compliance with the rules, regulations and specifications of the attached "Rules and Regulations for the Licensing and Operation of Licensed Tow Operators in the City of Northglenn, Colorado", prior to award and during the contract period.

MUST SUBMIT "ATTACHMENT B" PRICING WITH BID

**ATTACHMENT A
RULES AND REGULATIONS
FOR THE LICENSING AND OPERATION OF LICENSED
TOW OPERATORS IN THE CITY OF NORTHGLENN, COLORADO**

CONTENTS

- I. Introduction
- II. Rules and Regulations Generally
 - 1. Standard of Conduct
 - 2. Laws, Ordinances, and regulations
 - 3. Licenses and Permits
 - 4. Cooperation with the Department
 - 5. Limitations
 - 6. Disputes
 - 7. Rule Making Power
- III. Methods of Operation
 - 1. Protection and Handling of Vehicles
 - 2. Removing Debris
 - 3. Property in Vehicles
 - 4. Suspected Criminal Activity
 - 5. Response Time
 - 6. Multiple Tows
 - 7. Business Hours
 - 8. Collection of Fees
 - 9. Rates and Charges
 - 10. Abandoned Vehicles
 - 11. Confiscated Vehicle
 - 12. Vehicles Held for Evidence
 - 13. Vehicle Release Procedures
 - 14. Victim Clause
 - 15. Storage Clause
 - 16. Reclaimed Vehicles when Owner/Authorized Agent Refuses to Pay Towing and Storage Charges
 - 17. Tow Authorization
 - 18. Requirement to Furnish Statement
 - 19. Repair Authorization
 - 20. Inventory List
- IV. Land and Equipment Requirements
 - 1. Storage Lot
 - 2. Towing Units Required
 - 3. Communication Equipment
 - 4. Official Insignia
- V. Equal Opportunity Employer
- VI. Employment

VII. Responsibility of Official Police impound facilities to read, understand and comply with regulations

VIII. Indemnity and hold harmless clause

ATTACHMENT B Fee Schedule for Towing and Storing Services

Sample Professional Services Agreement

**RULES AND REGULATIONS
FOR THE LICENSING AND OPERATION OF A LICENSED
TOW OPERATOR IN THE CITY OF NORTHGLENN, COLORADO**

I. INTRODUCTION

These rules and regulations constitute the rules of operation to which Official Police Impound Facility(s) will be subject. The specifications are intended to outline basic requirements designed to ensure a high degree of citizen protection.

Official Police Impound Facilities (hereinafter called Impound Facilities) will be responsible for the towing, storing, paperwork, processing, and safeguarding of all abandoned motor vehicles taken into custody, and all motor vehicles held for investigation by the Northglenn Police Department (hereinafter called the police department).. At the request of the police department, Impound Facilities will also tow and store any disabled vehicle.

These rules and regulations are promulgated by the Chief of Police of the Northglenn Police Department of the City of Northglenn, Colorado, pursuant to the authority contained in the Municipal Code of the City of Northglenn

The rules and regulations set forth herein are determined by the Chief of Police of the Northglenn Police Department (herein called "Chief") to be necessary to ensure the inhabitants of and other persons within the City of Northglenn safe, efficient, and dependable wrecker and towing service.

The Chief of Police shall have the authority to appoint a department liaison(s) as his official representative in matters dealing with the Official Police Impound Facility(s).

II. RULES AND REGULATIONS GENERALLY

1. Standards of Conduct

- a. Impound Facilities shall conduct their business in an ethical, orderly manner and shall at all times maintain a courteous and helpful attitude toward all citizens and City officials.
- b. Impound Facilities will be held responsible for the acts of their agents, servants, operators, and employees in the performance of any service for the City of Northglenn.

2. Laws, Ordinances, and Regulations

- a. Impound Facilities shall abide by all applicable laws and ordinances regulating tow units and impound, towing, storage, and disposition of vehicles. Impound Facilities shall also abide by any regulations made pursuant to the authority granted under the provisions of this document. Awarded vendor must comply with all ANSI and OSHA standards pertaining to working in public streets and right of ways.

3. Licenses and Permits

- a. Impound Facilities must have or obtain a valid and current City Business/Use Tax License to do business in the City of Northglenn and shall conspicuously display said license in the main business office. Impound Facilities must also have and keep in full

effect and force, a valid and current Public Utilities Commission permit to operate a wrecker service. Impound Facilities shall be subject to all statutes and all rules and regulations of the Public Utilities Commission applicable to the operation of a wrecking service as are now or hereafter shall be in force.

4. Cooperation with the Department

- a. Tow operators shall abide by all lawful instructions of employees of the police department and shall be required to cooperate with the police department in removing hazards, illegally parked motor vehicles, and in impounding motor vehicles.
 - b. Police department employees shall likewise recognize the limitations of tow operations, and shall cooperate with the tow operator to the extent necessary to complete the task at hand.
 - c. The Impound Facility will notify the Police Department liaison by fax or other written communication a list of vehicles towed by their company. Notification will take place, at minimum, every two days. The towed vehicle notification list will contain the department agency case report number, the year, make, model and VIN number of the vehicle, as well as the license plate number, if available.
 - d. The police department liaison will complete a State of Colorado Web Vehicle Title Search. Within 10 business days the liaison will complete Motor Vehicle form DR2008, based on the information received in the Web Vehicle Title Search, and will Certify Mail copies of the completed DR2008 and Web Vehicle Search form to the Registered Owner at all addresses listed, the Previous Registered Owner if the current owner is unknown, and any Lien holder on record. Copies of all forms completed for each vehicle will be forwarded to the Tow Operator.
 - e. The Tow Operator will require the following documentation prior to release of any vehicle:
 1. Current and valid registration or title.
 2. Current and valid driver's license or other government issued picture identification.
 3. If the driver's license of the registered owner, or designee, has been confiscated by the police department, the Respondent copy of the Colorado Department of Revenue Affidavit and Notice of Revocation form DR2576 shall be considered as acceptable identification.
 4. Proof of current and valid insurance.
 - f. The Tow Operator will notify the department liaison, by fax, or other written documentation of vehicles that have been released from their facility.
5. The Tow Operator may begin the process for recovery of tow/storage fees of vehicles that have not been released to the owner or lien holder after 30 days from the mailing date of the Certified Mail notification. If the Tow Operator applies for title of the vehicle a Bill of Sale must be completed and forwarded to the Chief of Police for signature. The liaison will verify that all documentation has been properly executed before returning the signed Bill of Sale to the tow operator.
6. Limitations
- a. Nothing contained herein shall restrict or be construed to restrict, the right Impound Facilities to provide towing services to persons other than the City of Northglenn so long as the provision of such services does not interfere with the efficient performance of the duties of Impound Facilities according to the specifications stated in this document.

- b. When requested by the police department, any towing services provided shall be subject to the prices listed on the attached Exhibit B. This section shall not apply when any other agreement(s) exist between the City of Northglenn and Impound Facilities concerning the provisions of services for city vehicles.

7. Disputes

- a. The Chief or his designee shall resolve any disputes arising under the terms of this document. To include disputes arising between the Impound Facility and customers whose vehicles/property have been impounded at the direction of the City of Northglenn.

8. Rule Making Power

- a. The Chief shall have authority, subject to the provisions of this document, to make such reasonable rules and regulations for the conduct of the business of the Impound Facility as the Chief deems necessary and proper for the efficient operation of the Impound Facility. All records, equipment, and storage facilities used to conduct the business of the Impound Facility shall be subject to periodic inspection and approval by the Chief or his designee.

III. METHODS OF OPERATION

1. Protection and Handling of Vehicles

- a. It shall be the duty of the Impound Facility to protect all motor vehicles in its custody and the Impound Facility shall be liable for any loss or damage caused by negligence of its employees, agents, or servants.
- b. Vehicles to be stored at the Impound Facility shall be reasonably secured at the scene of the tow and removed directly to the lot. Upon arrival at the lot, entrance to the vehicle shall be limited to that required to remove wheel tie-down equipment, locking the transmission gear, or only as required by the performance of legitimate business.

2. Removing Debris

- a. The Impound Facility tow unit operator shall be required to thoroughly and properly/appropriately remove glass and debris deposited upon the roadway by the disabled vehicle for which he has received authorization to tow. In addition, any grease or oil slick deposited on the roadway must be adequately covered with dirt or grease absorbing chemical. At scenes of traffic crashes, tow operator(s) shall be required to appropriately remove and carry away any debris deposited upon the roadway and/or debris located immediately adjacent to the roadway. Police officers on scene shall provide appropriate traffic control for the safety of the tow operators during the loading and clean up operations. Officers shall inspect the area to insure it is properly cleaned up prior to the tow truck leaving the scene.

3. Property in Vehicles

The Impound Facility shall immediately notify the police department of the existence of any property of monetary value over \$300 estimated value, and/or contraband which is found in any vehicle towed from within the City of Northglenn. The tow operator may contact a police sergeant to determine value of property. Upon receiving such notification, the on-duty watch

supervisor shall determine the proper disposition of the reported property as soon as possible (i.e., placed in evidence, released to owner, etc.).

- a. Tow operator(s) shall immediately notify the police officer in charge at the scene of the tow when valuable property (over \$300 estimated value) or contraband is in the vehicle to be towed.

All other property of little or no monetary value left inside abandoned vehicles may be disposed of at the discretion of the Impound Facility after the abandoned vehicle process is completed and the vehicle is available for sale or destruction.

The Impound Facility shall allow the registered owner or designee to view the vehicle or retrieve any personal property left inside any abandoned or disabled vehicle ordered by the police department regardless of whether or not the registered owner has paid fees owed for the towing and storage of said vehicle. The registered owner or designee may not remove any items attached to or part of the vehicle.

The Impound Facility shall allow the registered owner or designee to take still photographs and/or video tapes of both the interior and exterior of only their vehicle.

In those cases where the registered owner chooses to designate another person to view the vehicle, retrieve personal property or take photographs/video of the vehicle, the registered owner shall provide to the Impound Facility a notarized letter naming his/her designee. Authorization may be obtained through the Chief of Police or his designee when circumstances do not permit the registered owner to obtain a notarized letter. (i.e. hospitalization)

The registered owner or designee shall not be given access to property contained in any vehicle held for investigation by the police department unless specifically authorized by the police department. When any personal property items are released, the Impound Facility shall make a record of the date and time such items were released, the printed name and signature of the person receiving the property, and an adequate description of the items. Picture identification of the person accepting the property will also be obtained and recorded by the Impound Facility employee releasing such property shall also be recorded.

- a. In those cases where the driver's license of the registered owner or designee has been confiscated by the police department, the respondent copy of the Colorado Department of Revenue Affidavit and Notice of Revocation for (DR 2576) shall be considered as acceptable identification.

The registered owner or designee of a vehicle towed at the request of the police department shall be required to comply with the Impound Facility's written "lot rules."

- a. Impound Facilities must provide a complete copy of their written "lot rules" to the liaison. New and/or updated written "lot rules" shall be provided in the same manner as the quotation sheet.

4. Suspected Criminal Activity

Tow operators and their employees acting in the course of their duties as defined by this document, shall immediately inform the local police department whenever they observe or learn

about any activity of a suspected criminal nature, the presence of contraband, or any other circumstance which reasonably appears to require police action.

5. **Response Time**

The designated Impound Facility shall respond within thirty (30) minutes of an official request irrespective of the nature of the activity. Heavy duty towing units, as defined in Section III., 2. of this agreement shall respond within sixty (60) minutes of an official request.

- a. If for any reason the requested tow unit of the Impound Facility is unable to respond within the designated time limit to any official request for activity, the Impound Facility shall so inform the police department and shall state the reasons for inability to respond to the request and the estimated time when a response can be made. When necessary, the police department may then request that another designated Impound Facility be requested to respond. Any failure to respond to an official request by the police department is subject to review by the Chief or his designee. If the Chief or his designee determines there was no legitimate reason or their ability to respond is frequently a problem for not responding, the Impound Facility may be removed as the authorized tow firm.
- b. The Communications Section will advise the department liaison of those situations in which the Impound Facility was unable to respond within the designated response time.
- c. Officers on scene should not call for a tow until the vehicles are ready to be towed, so as to prevent unnecessary waiting time for the tow operators

6. **Multiple Tows**

During periods of inclement weather, the tow operator must be able to perform multiple tows per hour in order to facilitate either city, county or state snow removing efforts as specifically requested by the police department.

7. **Business Hours**

Impound Facilities shall be open from 8:00 a.m. to 5:00 p.m., Monday through Friday and at least part of Saturday to release vehicles to persons authorized to receive them. If a vehicle release is requested during other than normal business hours, the Impound Facility may charge a reasonable service fee as set forth on the Exhibit B for the release in addition to normal storage and towing charges.

An after hours release shall be at the discretion of the Impound Facility unless the release is specifically requested by a representative of the police department.

When an after hours release is requested by the police department, the appropriate Impound Facility will be notified of such release as soon as is practical by the releasing police department employee. When the Impound Facility agrees to the request, the person receiving the impounded vehicle shall be instructed to contact the Impound Facility to make proper release arrangements prior to responding to the Impound Facility storage lot.

Impound Facilities are entitled to take holidays in accordance with the City's holiday schedule. However, the Impound Facility is responsible for providing twenty-four (24) hour, seven days a

week towing service for the City in emergencies and in other cases as deemed necessary by the police department.

9. Collection of Fees

Impound Facilities shall collect fees for the towing and storage of vehicles requested to be impounded by the police department. The fees collected shall be in the amounts set forth on the attached Exhibit B.

No fees shall be accepted by any Impound Facility on any vehicle impounded by the police department unless the proper authorization for release has been obtained for the vehicle.

10. Rates and Charges

- a. All city owned vehicles less than 10,000 lbs GVW will be towed within the City of Northglenn city limits or within a 10 mile radius of Northglenn at no fee.
- b. Any vehicle ordered held, pending investigation by the police department, shall not accrue storage charges for the first seven (7) day period for which the vehicle is being held at the storage lot of the Impound Facility. Towing and/or storage charges on vehicles held pending investigation shall be paid by the vehicle owner or other person authorized to receive the vehicle unless, because of extenuating circumstances, the Chief or his designee determines that these charges should be paid by the City.
- c. No vehicle may be held longer than fifteen (15) days on a police hold without written authorization from the Chief of Police or his designee.
- d. The tow operator shall notify the police department in writing of every vehicle held on a police hold on a weekly basis. This includes vehicles on a hold after fifteen days with authorization from the Chief of Police. The weekly inventory provided by the tow operator will fulfill this requirement as written notification.
- e. There may be cases which the police department requests the vehicle be towed to the City impound area.
- f. Prior to the towing of this/these vehicle(s) to the City impound area, the Impound Facility may require final approval by the department's on duty watch supervisor.
- g. When the on duty watch supervisor cannot be contacted, the Impound Facility may obtain final approval from any other supervisor or commander or Chief of Police.
- h. The police department shall be responsible to pay the towing fee(s) from the Impound Facility storage lot to the City impound area at the agreed upon tow rate.
- i. When a vehicle is released from a hold by the police department, storage charges will not accrue until 5:00 p.m. that day.

11. Abandoned Vehicles

- a. Abandoned motor vehicles shall be disposed of in accordance with the City of Northglenn Municipal Code. The Chief of Police of the City of Northglenn, as authorized under the Northglenn Municipal Code, hereby delegates the duties and responsibilities concerning the appraisal and sale of abandoned vehicles to a designee. The person so designated shall be considered one of the department's tow liaison's with the Official Police Impound Facility regarding the processing of all paperwork concerning abandoned vehicles. When the Impound Facility has questions concerning

the processing of said paperwork they should contact this department liaison. The proceeds from the sale of any abandoned vehicle shall be dispersed as set forth in these rules and regulations.

- b. The following procedures shall apply to the processing of abandoned vehicles towed at the request of the police department providing that such vehicles have no police holds on them:
- c. The Impound Facility fills out the DR2008 form completing Sections 2 and 3. The DR2008 will be delivered/mailed to the liaison. The liaison will then complete Section 4 and forward to DMV.
- d. DMV will then return the completed DR2008 to the liaison within ten (10) working days.
- e. If the registered owner is unable to come in person, the owner may authorize another person to take possession of the vehicle with a notarized letter which includes:
 - Owner's full name
 - Full name of authorized person/agent.
 - Year of vehicle, make, VIN, and license plate number.
 - Acknowledgment, signature, and seal of Notary Public.
- f. The vehicle cannot be released if there is a police hold on the vehicle.

12. Confiscated Vehicle

Any motor vehicles taken into custody as a result of an arrest or seizure made incident to any drug, liquor, or firearms violations, or any vehicle declared by a court of competent jurisdiction to be a Class I Public Nuisance is subject to confiscation and may thereby become the property of the confiscating jurisdiction. When any such vehicle becomes the property of the City of Northglenn, the City shall be obligated to pay for storage fees not to exceed \$500.00.

13. Vehicles Held for Evidence

Any vehicle which is to be held for evidentiary purposes by the police department shall be towed by the responding Impound Facility at the direction of any sworn Northglenn police officer regardless of rank or position. The tow operator shall be advised that the vehicle is being held for evidence, the location the vehicle is to be taken to, and any other special instructions. The tow operator shall not have any physical contact with the vehicle until he is specifically authorized to do so. When the vehicle becomes available for release, the sworn police employee assigned the case shall notify the registered owner or designee that the vehicle is available for release and the release procedures, as outlined in Section III., 10. **Rates and Charges** and Section III, 13. **Vehicle Release Procedures** as set forth in this document. The sworn police employee assigned the case or their immediate supervisor shall sign the impound sheet in the appropriate area and return to Records. The authorizing police officer will notify the Impound Facility of the release. The sworn police employee will also notify the liaison as soon as practical.

The registered owner or designee shall make arrangements to pick up the vehicle within seventy-two (72) hours of being notified that the vehicle is ready to be released. The tow operator may then proceed under Section III., 10. **Abandoned Vehicles** if not picked up.

Towing charges on vehicles located at a location other than the Impound Facility shall be paid for prior to release. The registered owner or designee shall be required to provide proof of payment to the police department prior to taking control of the vehicle.

- a. Recovered Stolen Vehicles

1. Impound facilities shall be responsible to notify the registered owner of any stolen vehicle impounded.
2. Notification shall be made within six calendar days of the tow.
3. The police department shall also notify the registered owner of the recovery of their recovered stolen vehicle for vehicles reported stolen in Northglenn jurisdiction. This notification shall be the responsibility of the impounding officer. Records section personnel shall make notification of recovered vehicles to the Law enforcement agency that reported the vehicle stolen if the vehicle was not stolen in Northglenn.
4. The purpose of this double notification is to provide quality customer service to victims of auto theft, and avoid unnecessary storage fees.

14. Vehicle Release Procedures

Impound Facilities shall be responsible for the release of vehicles towed to their storage lot at the request of the police department. It shall be the police department's responsibility to notify the registered owner or responsible law enforcement agency when a vehicle being held as evidence is available for release. In the event the vehicle is unclaimed after 72 hours from the date of notification, the tow operator may begin abandoned vehicle proceedings.

Tow operators shall be required to obtain the following documentation prior to the release of a vehicle:

- a. Current and valid registration or title.
- b. Current and valid driver's license or other government issued picture identification.
- c. If the driver's license of the registered owner, or designee, has been confiscated by the police department, the Respondent copy of the Colorado Department of Revenue Affidavit and Notice of Revocation form DR2576 shall be considered as acceptable identification.
- d. Proof of current and valid insurance.
- e. The Tow Operator will notify the department liaison, by fax, or other written documentation of vehicles that have been released from their facility.
- f. If the registered owner is unable to come in person, the owner may authorize another person to take possession of the vehicle with a notarized letter which includes:
 1. Owner's full name
 2. Full name of authorized person/agent
 3. Year of vehicle, make VIN, and license plate number
 4. Acknowledgment, signature, and seal of Notary Public
- g. Tow operators shall maintain a file in which this documentation is kept.
 - a. The vehicle must be removed from the impound facility by a valid, licensed driver.
 - b. In the event the vehicle is released, the tow operators shall:
 - c. Notify the department in writing. The weekly inventory shall be considered written notification.

15. Victim Clause

All theft recovery vehicles will be released to the registered owner of the vehicle at a flat rate agreed upon in this bid. (no mileage, storage or admin fee charged for 5 days, thereafter storage and other administrative fees will apply)

16. Storage Clause

Those vehicles, which were impounded after 5:00 pm and registered owner was unable to pick his/her vehicles up the same day, that vehicle would not accumulate storage until the next day.

17. **Reclaimed Vehicles When Owner/Authorized Agent Refuses to Pay Towing and Storage Charges**

Impound Facilities shall not be required to release any vehicle when towing and storage charges have not been paid. In accordance with the City of Northglenn Municipal Code, the vehicle may be declared as "abandoned". Upon being declared "abandoned" the procedures set forth in Section III., 10. **Abandoned Vehicles** shall apply.

18. **Tow Authorization**

Before the Impound Facility leaves the scene of a tow within the City of Northglenn, they shall secure: 1) the consent of the registered owner, legal owner, person in control, driver, or authorized agent; 2) other person having legal right to possession of the vehicle; or 3) from a Northglenn Police officer; or 4) from the owner or lessee of such private property or his legally authorized agent for the towing of a parked vehicle parked in violation of the City of Northglenn Municipal Code.

19. **Requirement to Furnish Statement**

Before completing a private tow, the operator of the towing vehicle of the Impound Facility shall furnish to the person authorizing the tow, a bill stating the name, address, and telephone number of the Impound Facility. The tow bill shall state the towing service to be performed, the rates and charges required, and a copy of the tow bill and authorization shall be furnished to the person authorizing the tow. Such copy shall also be signed by the towing vehicle operator performing the authorized service.

20. **Repair Authorization**

- a. No Impound Facility employee shall make any repair of a vehicle without written authorization of such repair by the person to be charged and compliance with applicable State Law on motor vehicle repair charges.
- b. Impound Facilities shall make no charge for towing services other than as specifically stated in the tow bill and towing authorization form furnished to the person authorizing the tow prior to completion of the tow. It shall be the responsibility of the towing service to provide to the person authorizing the tow a statement of any such additional charges together with a clear, concise statement of the circumstances which gave rise to the need for the additional service and reasons why these circumstances could not have been reasonably anticipated or discovered before the commencement of the tow. The burden of establishing the validity of such additional charges shall be upon the towing services. No alteration which results in additional charges shall be allowed except as provided in this section.
- c. Impound Facilities may make emergency alterations necessary to remove a vehicle from the scene by towing, but shall not make any charge for any such alteration unless such charge is listed upon the tow bill and furnished to the person authorizing the tow prior to the completion of the tow.

21. **Inventory List**

- a. Impound Facilities shall provide an inventory list of vehicles towed for the police department to the department liaison weekly. Thursday shall be considered the end of

the week. This inventory shall include a listing of released vehicles, vehicles that have not been titled to the tow company and police hold vehicles.

IV LAND AND EQUIPMENT REQUIREMENTS

1. Storage Lot

Impound Facilities shall provide a storage lot within a reasonable distance of the City of Northglenn. The storage lot shall be graded, provided with sufficient drainage to prevent accumulation of standing water, enclosed with a security fence at least six feet (6') high, and should be lighted during hours of darkness. Impound Facilities shall also provide an enclosed garage with locking doors capable of holding at least two full-sized vehicles and a clean work space to process vehicles to be separately and safely secured upon request of the police department. The garage shall be lighted and shall have a floor of concrete or similar material. Impound Facilities and storage lots will comply with all zoning ordinances and regulations of the jurisdiction where located. Vehicles shall be processed by the police department as soon as is practicable. Impound facilities shall be inspected and approved by the Chief or his designee prior to authorization of a towing contract. Facilities will have a weighted value on the evaluation process.

2. Towing Units Required

Impound Facility operators shall have at least three towing vehicles including immediate access to one heavy duty towing unit.

A heavy duty towing unit will be used: 1) whenever a vehicle to be towed has three to more axles or has a gross weight in excess of 10,000 pounds, and 2) whenever an officer of the police department determines after investigation that a heavy duty tow unit is necessary.

Tow units will be equipped with all applicable tools and equipment as necessary to perform the function of a professional tow company.

3. Communication Equipment

Each towing unit of the Impound Facility shall be equipped with a device capable of communicating with the office of the Impound Facility either by radio or telephone. A dispatcher capable of communicating with each unit shall be available by telephone at all times.

4. Official Insignia

Each operator of a towing vehicle must conspicuously display on his/her clothing a name tag or patch with his/her first name. Each operator must furnish his/her full and correct name to any police officer of the police department, when so requested. Each operator must furnish his/her first name to any citizen/customer when so requested.

V. EQUAL OPPORTUNITY EMPLOYER

Official Police Impound Facilities will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, nor will Impound Facilities illegally discriminate against such persons because of age. Impound Facilities will take

affirmative action to ensure that such applicants are employed. It shall ensure that during employment all employees are treated without regard to their race, color, religion, sex, or national origin. Such action shall include but not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Impound Facilities agree to post in conspicuous places available to employees and applicants for employment, notices to be provided by an agency of the Federal Government setting forth the provisions of the Equal Opportunity laws.

VI. EMPLOYMENT

No person shall be employed in any capacity or function of an Official Police Impound Facility until an initial background investigation has been completed and his character and fitness to participate in towing operations of the Impound Facility have been established to the satisfaction of the Chief of Police of the Northglenn Police Department or his designated representative. This may require investigation by the police department. The owners and managers of the Impound Facility shall be responsible for the quality, character and actions of their employees.

VII. RESPONSIBILITY OF OFFICIAL POLICE IMPOUND FACILITIES TO READ, UNDERSTAND, AND COMPLY WITH REGULATIONS

A copy of these regulations and all amendments thereto shall be furnished to the Impound Facility. The owners and managers of the Impound Facility shall familiarize themselves with these regulations and it shall be their duty to require their agents, servants, operators, and employees to comply strictly and fully with the terms of these regulations.

VIII. INDEMNITY AND HOLD HARMLESS CLAUSE

All Police Impound Facilities agree and covenant to indemnify, save and hold harmless the City of Northglenn, its police department, agents, employees, and contractors from and against all claims, damages, causes of action and suits which may arise by reason of the acts, omissions, or failures to act, of said Impound Facility, its agents, employees or contractors.