

**COMMONWEALTH OF KENTUCKY
GRAYSON COUNTY FISCAL COURT**

ORDINANCE NUMBER 340.9

**AN ORDINANCE RELATING TO ROTATION TOWING SERVICES
UTILIZED BY EMERGENCY RESPONDERS IN
GRAYSON COUNTY, KENTUCKY**

WHEREAS, motor vehicle mishaps within the County of Grayson, Kentucky necessitate the use of towing services; and

WHEREAS, emergency responders to such motor vehicle mishaps are required to summon the use of such towing services on behalf of the motorists; and

WHEREAS, it is necessary that the motoring public requiring such towing services be protected from predatory practices as well as incompetent towing services; and

WHEREAS, the County of Grayson, Kentucky desires to be fair and balanced in summoning rotation towing services from the various area providers of such services;

**NOW, THEREFORE, BE IT ORDAINED BY THE FISCAL COURT OF
COUNTY OF GRAYSON, COMMONWEALTH OF KENTUCKY** as follows:

1. There is established by Grayson County, Kentucky a rotating wrecker policy, the terms of which are hereinafter set forth.

2. Rotational Towing Service List means that the towing service will be placed upon an approved list of such services and the service at the top of the list will be first called to perform services and then be placed at the end of the list and each subsequent service will be called as needed in consecutive order. Upon approval to be included on the County's rotational towing service list, requests for services shall be made in consecutive order on a rotating basis except when the owner or user of a vehicle to be towed requests a different wrecker service to respond. In such case, the requested service shall be summoned regardless of whether it is on the County's rotational service list, provided the requested service will be able to respond as required under the circumstances as determined in the discretion of the emergency responder. Should a towing service be requested by the owner or user of the vehicle be on the County's rotational service list, the response by such service shall not affect its position on the rotation list.

3. A towing service desiring to be included on the County's rotational towing service list shall complete an application on a form provided by the County and shall be submitted to the County Judge Executive or his designee within the Fiscal Court.

4. In order to be included on the County's rotational towing service list:

A. The towing service shall have a representative available on call on a 24 hour basis for emergency response. Provided, however, in the event the service shall not be available, notice shall be given to dispatchers who shall remove the service from the rotational list until notified that the service is again able to respond to calls.

B. The towing service shall provide safe storage facilities and be responsible for the safekeeping of all impounded vehicles and contents of impounded vehicles and shall allow vehicles to be retrieved between the hours of 8 a.m. and 5 p.m., prevailing time, Monday through Friday. Further each service shall permit police departments to inspect each towed vehicle at the storage facility during normal business hours.

C. The towing equipment must be equipped with legally required lighting and other safety equipment to protect the public and the equipment must be in good working order.

D. The towing service operator must remove all debris, other than hazardous materials, from the highway and right-of-way prior to leaving the incident scene. This service must be completed as a part of the required rotation service and shall not be charged as an extra service provided.

E. The towing service shall respond in a timely manner. Failure to respond or being able to respond in a timely manner may require the next service on the rotational list being requested. If the second wrecker is requested before the arrival of the service first called, the initially requested service shall forfeit the call and be placed at the end of the rotational list and shall immediately leave the incident scene unless required by the officer in charge to remain and provide services.

F. Wreckers will respond only when requested by the telecommunications operator. No drive by towing will be permitted. Calls for service, when specially requested by a vehicle owner, will not take the wrecker service out of rotation.

G. A price list for all recovery, towing and storage services shall be established by each towing and storage service and be provided to the County and also be conspicuously hosted on the towing service's business premises. Recovery, towing and storage services charged for rotation services may not exceed the towing service's charges for non-rotation service calls that provide the same service, labor and equipment.

H. To be included on the rotational towing service list, the towing service charges shall be reasonable fees for the services rendered. The application to be included on the County's rotational towing service list shall list all prices for towing services to be provided and will be approved by the Leitchfield Police Chief,

Grayson County Sheriff and the E911 Director, or their designee, if they are determined to be reasonable and consistent with fees charged by other rotation wrecker service applicants. In the event that an applicant's charges are substantially above the range of charges by other towing service applicants, that applicant shall not be included on the rotational towing service list. Should a towing service be approved for inclusion on the rotational towing service list and charge amounts in excess of the amount specified in his application or charge either for services not actually performed or services not required, that service shall be removed from the rotational towing service list. Any wrecker failing to comply with any of the requirements stated herein or failing to act in good faith with police departments or customers, will be removed from the rotational towing service list.

I. The Leitchfield Police Chief, Grayson County Sheriff and the E911 Director, or their designee, shall evaluate each application and in the event that he or she determines that an applicant has an historical pattern of unreasonable charges, incompetent services, or other activities which in his or her sole discretion constitute dishonest, fraudulent or predatory practices, that applicant shall not be included on the rotational towing service list at the discretion of the Leitchfield Police Chief, Grayson County Sheriff and the E911 Director, or their designee.

J. A new application shall be submitted by wrecker services wishing to remain on the rotational towing service list shall be submitted annually each September which application shall reflect the then current charges for services.

K. Towing service operators shall adhere to all Federal, State and local laws and regulations related to registration and operation of service vehicles and have insurance as required by Kentucky state law.

L. Being included on the rotational towing service list and/or providing towing service does not create a contract with or obligation on the part of Grayson County to pay any fee or towing charge except when towing a vehicle owned by the County. All such charges shall be submitted to the owner or permissive operator of the unit being serviced.

M. Each wrecker service shall maintain adequate towing and storage records and shall permit police departments to inspect such records during normal business hours. No vehicle impounded by any police department may be released without written authorization from the department which impounded the vehicle or order of the court.

N. To the extent that any claims are made against local government which is in part or in whole the result of the wrecker service's negligent acts, errors or omissions, the wrecker service agrees to hold harmless and indemnify the local government, its elected and appointed officials, officers, employees and agents from all liability, claims, damages, losses and expenses including court costs and

attorneys' fees arising out of or resulting, directly or indirectly from the wrecker service's performance or breach of this agreement.

O. Prior to submitting an application to be placed on the Rotational Towing Service List, each applicant shall sign a statement providing in substance that it has read and understands the terms of this ordinance and agrees to comply with the terms hereof, expressly agreeing that it may be denied inclusion on the list or removed from it without any liability on the part of any governmental entity.

P. All towing service operators shall file all appropriate applications and pay all fees required by the County of Grayson.

The effective date of this Ordinance shall be immediately upon its passage.

If any part of this Ordinance shall be held invalid, such part shall be deemed severable and the invalidity thereof shall not affect the remaining parts of this Ordinance.

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of said conflict.

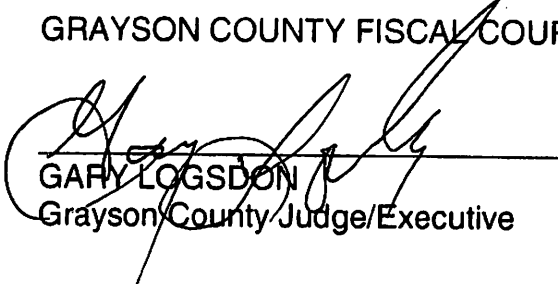
Given First Reading on the 6th day of August, 2010.

Given the Second Reading on the 27 day of August, 2010.

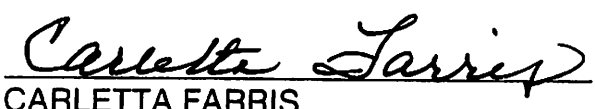
Adopted by the Fiscal Court of Grayson County, Kentucky, on the 27th day of August, 2010.

GRAYSON COUNTY FISCAL COURT

by:


GARY LOGSDON
Grayson County Judge/Executive

Attest:


CARLETTA FARRIS
Grayson County Court Clerk

Approved as to form:


THOMAS H. GOFF
Grayson County Attorney

I further understand that should any information provided on the form change, I will immediately notify the City Chief of Police and/or Grayson County Sheriff or his/her designee. Failure to maintain a current Grayson County Rotating Wrecker list application on file, or charging a wrecker service fee in excess of that reported, may result in immediate and irrevocable removal of my wrecker service from the rotating wrecker log.

Under no circumstances will my wrecker service hold, or otherwise detain, the contents (luggage, tools, cds, etc.) of a vehicle towed and/or stored pursuant to a Grayson County Rotating Wrecker list matter as collateral for the tow/storage bill. In all Grayson County Rotating list related towing matters the vehicle itself shall be the sole source of collateral.

The wrecker service must be in compliance and remain in compliance with all statutes and administrative regulations relating to commercial carriers. If the wrecker service engages in interstate commerce, it must be in compliance and remain in compliance with the Federal Motor Carrier Safety Act, and with all related administrative regulations, and provide appropriate information with the application. If the wrecker service contends that it does not engage in interstate commerce, it must state this as part of the application process with owner/manager signature sworn before Notary Public to the fact that the wrecker will not engage in interstate commerce, for inclusion on the rotating wrecker log.

I agree to release and hold harmless any of the member agencies which make up the City/County Rotating Wrecker List, any agent, officer, dispatch operators, or employee thereof from any liability or claim for damages arising out of the operation of any wrecker owned, leased, operated or under my supervision or by reason of any act of omission by myself or any agent or employee under my direction or employment.

As a condition of placement on the City/County Rotating Wrecker List, I hereby grant consent to the member agencies of the City/County Rotating Wrecker list, and any officer thereof to inspect or search my business premises, any vehicles which I have towed or stored as a result of a call from the City/County Rotating Wrecker List, any wreckers used to respond to calls, and any business records relating to those calls. It is expressly understood that this inspection may be done at any time, with or without notice, and refusal to permit such a search or inspection will result in immediate and irrevocable removal of my wrecker service from the City/County Rotating Wrecker list.

I, the undersigned owner/manager of _____ Wrecker Service, wish to participate in the City/County Rotating Wrecker List and agree to abide by the Rules and Regulations of the above application and City/County Ordinance.

Owner/Manager (type or print)

Owner/Manager (Signature)
Date _____

Witness (type or print)

Witness (Signature)
Date _____

City/County Rotating Wrecker Application

1. **Name of Firm** _____
Address _____
Phone _____ After hrs. Cell _____
Hours of Operation _____
2. **Name of Owner** _____
Address _____
Phone _____ After hrs. Cell _____
3. **Name of Insurance Co/Agent** _____ Phone _____
Policy # _____ Amount of Coverage _____
4. **Vehicle Information:**
Make/Model _____ Registration # _____
VIN _____ Type _____
Make/Model _____ Registration # _____
VIN _____ Type _____
Make/Model _____ Registration # _____
VIN _____ Type _____
KY. Motor Fuel User's License # _____ Exp. Date _____
5. **Capacity & Storage:**
Automobile/Pkups Only _____ Tk/Buses to 8tons _____ Over 8tons _____
Hazardous Material Vehicles: yes no
Storage: Inside _____ Outside (fenced) _____ Outside (not fenced) _____
6. **Wrecker Service Engaged in Interstate Commerce:** yes no
7. **Wrecker Service Charges:**
\$ _____ Flat rate or rate for first mile (from 0700-1700 hrs.)
\$ _____ Flat rate or rate for first mile (after 1700-0700 hrs.)
\$ _____ Per mile for each additional mile one way (state charges to cover entire round trip from 0700-1700hrs.)
\$ _____ Per mile for each additional mile one way (state charges to cover entire round trip from 1700-0700hrs.)
\$ _____ Per hour at scene (for other than simple, ordinary pull-ins)
\$ _____ Per day for inside storage (effective 12 hrs after the time of tow-in)
\$ _____ Per day for outside storage secured by fence and lock (effective 12 hrs. after the time of tow-in).
\$ _____ Per day for outside storage not secured by fence and lock (effective 12 hrs. after the time of tow-in)
8. **Wrecker Operators:**
Name _____ Commercial/ OLN# _____
Address _____
Name _____ Commercial/ OLN# _____
Address _____
Name _____ Commercial /OLN# _____
Address _____

I acknowledge that there exists no contractual relationship, express or implied, between my wrecker service and the City/County Rotating Wrecker list or any of the member law enforcement agencies, and that any violation of the law or instance of unsatisfactory performance may result in the removal of my wrecker service from the rotating list. **I understand that my placement on the list in no way establishes or creates any property rights and that should the operational and/or the administrative needs of the member agencies require it, my wrecker service can be removed from the rotating list with, or without cause.**

City/County Rotating Wrecker Application

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Address _____
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Hours of Operation _____
2. **Name of Owner** _____
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Policy # _____ Amount of Coverage _____
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Make/Model _____ Registration # _____
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