

**CITY OF CREST HILL
POLICE DEPARTMENT**

MEMORANDUM OF UNDERSTANDING

I. PURPOSE

This memorandum of understanding:

- A. Explains procedures for compiling, using and maintaining a list of towing firms eligible to be contacted by the City of Crest Hill when a citizen is in need of towing or roadside service.
- B. Provides information to towing firms on what is required of them if they are selected and wish to continue participation in the City of Crest Hill towing program.
- C. Provides for removing unsatisfactory firms from the approved towing firm list.

II. POLICY

As a service to the public the Crest Hill Police Department has adopted a policy that allows its officers to arrange the immediate removal of a private vehicle from the roadway with the owner's consent by notifying an approved towing firm. The Department compiles and maintains in an impartial manner a list of approved towing firms for this purpose. The number of such firms approved for participation in this program will be determined by the City of Crest Hill consisting with the need to provide efficient and timely service to the public.

III. TOWING FIRM APPLICATION PROCEDURES

- A. A towing firm wishing to participate in the City of Crest Hill Towing Program will obtain an application form from the City of Crest Hill Police Department, 20590 City Center Blvd. Crest Hill, Illinois, 60403.
- B. A properly completed application form must be submitted by a firm seeking towing on the City tow list. Incomplete forms will not be processed.
- C. The applicant towing firm will provide the name, address, date of birth and driver's license number of each principal and each employee of the firm who will be involved in the towing operation as operators of either trucks or storage facilities.
- D. Principals and employees of the firm may be subjected to a background investigation by the Crest Hill Police Department prior to the firm being approved for participation in the program.
- E. After application, a physical inspection of the business will be conducted by the City of Crest Hill, to determine that:
 - 1. Sufficient storage space and security exists,
 - 2. The equipment used to tow vehicles is sufficient in number, type and condition,

3. The proposed use of the towing firm's storage site complies with the City of Crest Hill zoning ordinances and all other applicable laws and ordinances, and
 4. The towing firm has all licenses and permits required by law or ordinance to operate a towing and storage facility and all vehicles used in the service.
- F. Each towing firm must provide the Crest Hill Police Department with a Certificate of Insurance showing:
1. Liability coverage in at least the minimum amount required by the Illinois Compiled Statutes, 625 ILCS 5/12-606, as amended, and
 2. The City of Crest Hill and its officials, agents and employees as additional insured under the liability policy.
- G. If the towing firm meets all requirements and there is a need to add a towing firm to the program the approved towing firm will be presented with a written memorandum of understanding outlining all conditions to which the firm and its employees must adhere to participate in the City's towing program.
- H. After a written agreement is executed; the firm will be added to the tow rotation and will be used for calls by the Crest Hill Police Department.

IV. TOWING FIRM EQUIPMENT AND FACILITIES REQUIREMENTS

- A. Towing vehicles of the firm will be equipped as provided by the Illinois Compiled Statutes, 625 ILCS 5/12-606 as amended, to properly remove vehicles from the scene of an accident or abandonment in a professional manner and within a reasonable time span, considering time of day, day of week, and traffic and weather conditions. These requirements include:
1. The complete name and address of the company painted on both sides of the truck in letters not less than two (2) inches in height and the width of the brush stroke one half inch (magnetic signs are prohibited),
 2. Proper equipment on the truck, including a broom, shovel, sand, trash can, and fire extinguisher,
 3. Proof of insurance, and
 4. Any other equipment required by law.
- B. All towing equipment operated by the towing firm must display current valid Illinois registration as required by the Illinois Compiled Statutes, 625 ILCS 5/3-414, 5/3-707 and 5/5-202, and a valid City of Crest Hill vehicle license sticker.
- C. The towing firm's equipment must be capable of towing vehicles in a safe manner. No vehicles will be towed with a rope, cable or chain. This does not prohibit winching a vehicle from a ditch or other unusual circumstances.
- D. The towing firm must have the necessary equipment to "float" automobiles.

- E. Whenever practicable the firm must store all towed vehicles at its principal place of business within the corporate limits of the City, or within 3.5 miles of the city. The towing firm must provide adequate storage and security against pilferage, damage, and contamination of any physical evidence contained in the vehicle.
- F. Storage must be convenient to those seeking to retrieve their vehicle. No additional charge will be assessed to vehicle owners for vehicle release or for moving vehicles to a convenient location for release.

V. TOWING FIRM PERFORMANCE REQUIREMENTS

- A. The towing firm agrees to maintain communication with the Crest Hill Department on a twenty-four (24) hour availability basis. Telephone numbers will be provided to the Crest Hill Department for continuous contact.
- B. Service is expected on a twenty-four (24) hour, seven (7) day a week basis. Failure to verify a call within three (3) minutes or a missed call will result in a "skip" on the rotation list.
- C. Upon receiving a call for service, an appropriate vehicle must be dispatched. Handling of other business is prohibited while en route to a City service call.
- D. When contacted for a call for service, the firm must provide the Police Department with a reasonable estimated time of arrival, considering the time of day, day of week, traffic, weather and driving conditions.
- E. Every operator and driver of a tow truck operated by the firm will strictly comply with the provisions set forth in Illinois Compiled Statutes, 625 ILCS 5/12-606(c) as amended, by removing or causing to be removed in a timely manner all glass and debris deposited upon any street or highway by the disabled vehicle being serviced and/or removed, and will in addition, spread dirt, sand or other material specifically formulated to neutralize oil or grease, upon that portion of any street or highway where such substances have been deposited by the disabled vehicle being serviced or removed.
- F. The firm must maintain a separate log of all personal property that they temporarily remove from towed vehicles for safekeeping. This information may be subject to periodic review by the City.
- G. Firms will release personal property to the legal owner prior to payment of any accrued charges, provided the property is contained within the vehicle and is not part of the vehicle itself. The release of personal property to the legal owner will only be allowed with prior approval of the City.
- H. No vehicle will be released to anyone unless he or she can prove legal ownership and the vehicle is eligible for release according to the Vehicle Tow and Inventory Control Report, or otherwise released by the Crest Hill Police Department.
- I. If a vehicle has been towed and the Vehicle Tow and Inventory Report indicates a "Police Hold" is in effect on the vehicle, the towing firm will only release that vehicle when the legal owner presents a release form from the Crest Hill Police Department for the vehicle.
- J. The towing firm will tow City vehicles to the Police Department parking lot or the garage located at 20590 City Center Blvd., at the request of the City. No charge will be assessed to the City.
- K. Victim vehicles will be towed at the direction of the City for the purpose of evidence processing

with no cost to the vehicle owner or City.

- L. In the event of a Court Ordered release of a vehicle involved in a crime without charges to the owner of the vehicle, the towing firm will waive these costs of towing and storage.
- M. Vehicles involved in crimes will be towed at the direction of the City. As a general practice the towing company for the tow service may charge the victim of a crime whose vehicle is towed for evidentiary purposes an appropriate fee. The City does reserve the right, however, to waive all fees associated with such tows when unusual circumstances are present.

VI. TOWING FIRM ADMINISTRATIVE REQUIREMENTS

- A. The firm must be available to release vehicles to legal owners from 0700-2400 hours Mondays through Fridays, and from 0700-1200 on Saturdays. Sunday and holiday hours are optional at the firm's discretion. The firm's regular business hours will be posted conspicuously in its business office.
- B. The firm will only charge those rates listed in the fee schedule in Addendum One of this memorandum, and will not charge vehicle owners for any other related towing services unless prior authorization to provide the service is obtained from the vehicle owner. Current service charges will be conspicuously posted in the business office of the firm.
- C. All calls for service will be considered a regular tow under this policy. No separate provisions are made for towing vehicles of low value.
- D. The towing firm may not transfer a City service call to another towing firm without prior approval of the City or its designee.
- E. Each tow truck operator employed by the firm will have a current valid driver's license for the type of vehicle he is operating.
- F. Operators of tow vehicles will observe all state and local traffic laws.
- G. Any required Illinois Commerce Commission permits will be obtained by the firm.
- H. Records will be maintained by the firms at their principal place of business regarding towed or transported vehicle in accordance with the Illinois Compiled Statutes, 625 ILCS 5/5-401.2. These records must be available for review by the City.

VII. DENIAL OF PLACEMENT ON THE TOWING LIST

Denial of placement on the tow list may occur if:

- A. The towing service has not met the administrative, operational or legal criteria specified in this memorandum of understanding.
- B. The towing service is a subsidiary of another tow firm that has been removed from the City tow list.
- C. The towing service is a subsidiary of a parent tow firm whose owner(s) or employees have been involved in criminal activity, price gouging, or associations, which would be a source of discredit

or embarrassment to the City.

- D. The towing service has been disqualified or rendered ineligible for any reason provided by law.

VIII. REMOVAL FROM THE TOWING LIST

- A. A towing firm may be removed from the City tow list for:

1. Failure to comply with either the requirements set forth herein or any applicable law.
2. Substantiated complaints of excessive charges or charges for other services not authorized by the vehicle owner.
3. Failure to respond promptly, without justification, when called to provide a service.
4. Criminal involvement in stolen vehicles, parts, etc., by employees and/or owners.
5. Substantiated complaints of poor service from the City or the public.
6. Actions obstructing City of Crest Hill legal obligations.
7. Indemnity bond or insurance policy that is expired or does not comply with applicable law.
8. Repeated damage as a result of poor performance or judgement in towing, storing, or impounding vehicles.
9. Offering or giving any type of gratuity to any City employee.
10. Going out of business, leasing or selling the firm. The City based on the merits of each individual case will decide the status of the firm undergoing any reorganization.

- B. Towing firms will be advised of and may be asked to explain, orally or in writing, the circumstances surrounding complaints regarding their services.

IX. APPLICATION FOR REINSTATEMENT

- A. Towing firms desiring reinstatement will provide the following:

1. A newly completed application form for each requested towing agreement.
2. A written statement providing justification for reinstatement.

- B. The City may restore the towing firm to the tow list when it is satisfied that the firm is in compliance with provisions of this order and that compliance will be maintained.

- C. If rejected, the firm will be notified in writing, of the reason(s) for rejection.

X. ROTATION SYSTEM

- A. The City will maintain records to indicate the number of calls given each tow firm and the number of times it responds. Turns missed on rotation will not be made up in instances where the operators

failed to answer their telephone or were otherwise unable to respond to the call in a timely manner.

- B. The Crest Hill Police Department will make three (3) attempts to contact a towing firm within a three-minute period. If there is no answer or a busy signal, it will be considered a "No Answer/Turn Down", and will constitute a turn in rotation.
- C. If the Police Department is placed on "hold" for an extended period of time, Department members may call another towing firm on the approved list.
- D. Towing firms using an answering service or answering machine must call back immediately to confirm acceptance of a call.
- E. If a firm cannot be of assistance to the Department for any reason, it must notify the Department of its "out of service" status. When back in service, the firm must notify the Department to resume its participation in the program. The firm will not receive "make-up" calls lost while it was out of service.
- F. During the snow season as a matter of public safety the Department monitors the towing of illegally parked vehicles from city streets, which hamper snow removal. The City currently utilizes all of the towing firms that tow vehicles on a rotating basis throughout the year for the removal of these vehicles. If a towing firm is unavailable to assist in the towing of these vehicles (snow removal tows) the firm will lose a turn in the regular tow rotation for each vehicle it is unavailable to tow until the snow towing detail is completed. A towing firm will not be penalized for the vehicles it was unavailable to tow during snow removal until the Chief, or his designee, reviews the snow towing detail report on the next business day. Upon review the Chief, or his designee, will direct WESCOM to cross off the towing firm from the tow rotation sheet for the number of snow tows missed.
- G. There will be a separate tow rotation list kept for any tows that would require the towing company to perform a service at no charge. Should a towing company be either unavailable or refuse a tow of this type they will be left at the top of this rotation list and in addition, will be passed over for their next turn on the regular tow rotation list.

XI. EXCEPTIONS OF TOWING ROTATION

- A. Assigned rotation will be followed unless a particular firm has special needed equipment that the assigned firm does not have. The firm with the special equipment will be given the assignment when it is necessary to use their equipment.
- B. The City of Crest Hill reserves the right to deviate from the rotation system under emergency conditions.

XII. FEE SCHEDULE

The fee schedule in Addendum One of this memorandum of understanding outlines the fees participating firms may charge for various services provided for citizens at the request of the City.

XIII. NO CONTRACT RIGHTS; INDEPENDENT ENTITY

Nothing in this memorandum of understanding shall be construed as creating an entitlement or contractual right to provide towing service under the memorandum of understanding nor shall any participant in the


towing program nor other person or entity be entitled to any hearing regarding removal from the towing list, denial of being added to the list, or any grievance that may arise under the policy. All participants in the towing program shall not be deemed to be employees, agents or officials of the City of Crest Hill, and they shall act as independent contractors engaged in the provision of services to the persons needing towing assistance. Participation in the towing program shall not be deemed to create any contractual relationship between the City of Crest Hill, any of its Departments or any of its employees and the towing firm participant.

XIV. PROGRAM INTEGRITY


No principal, employee, agent or representative of a towing firm will offer or give any commissions or gratuities to any City employees.

I understand and agree to the terms of this memorandum of understanding.

Authorized Agent of Towing Firm


Dion Melendez
Date 6-20-25

Authorized Agent for the City


DC R. Dobczyk

Towing Firm Name, Business Address and Telephone Number:

Car Care Towing
10 Joyce Rd.
Joliet, IL 60436

§ 5.68.110 FEE SCHEDULE.

The fee schedule outlines the fees participating firms shall charge for various services provided for motorists at the request of the city. Fees shall not be increased, and no other charges shall be allowed without prior consent of the city. The city may change the scheduled fees from time to time as may be approved by the City Council.

(A) *Fee schedule.* Effective June 1, 2025, until amended by the City of Crest Hill, the following fee schedule shall be used by all towing firms providing services to people referred to by the city. The following are maximum fees but are not required to be charged for every service provided.

<i>Services</i>	<i>Fee</i>
Basic tow charge	\$185
Winching charge	\$75
Storage charge (auto) (per day charge)	\$55
Jump start charge	\$85
Tire change charge	\$85
Lockout charge	\$85
Relocation fee	\$50
Administrative fee	\$50
Crash Wrap	\$50
Oil Dry/Clean	\$50
Safety Battery Disconnect	\$40

(B) For unusual circumstances, a vehicle owner or insurance company may be charged at the rate of \$50 per hour to cover expenses relating to tow truck and driver fees. However, this must be explained in detail on the service invoice and will be reviewed and monitored by the city for reasonableness.

(C) Any fees that are charged for services provided, whether identified above or other charges, should be itemized on the towing invoice.

(D) Fees will be charged for the type of vehicle towed, rather than the type of equipment used to tow the vehicle. There will be no additional tow fee for the use of a flatbed tow.

(E) Daily storage charges will be assessed for each 24-hour period commencing at the time the vehicle arrives at the storage facility.

(F) No additional labor charge will be assessed for a single tow service. A tow service includes all labor that results from hooking up, hoisting, and towing away any damaged or parked vehicle, and includes gaining entry to the vehicle, straightening the front wheel, tying the wheel, releasing the brake, and disconnecting the transmission on a rear-wheel-drive vehicle. No additional fees of any kind will be permitted.

(Ord. 1487, passed 5-18-09)